# Additional Terms for Goods

These Additional Terms and Conditions apply in addition to, and must be read together with, the Truis Standard Terms and Conditions. Both documents are available at truis.com.au.

## 1. SCOPE AND KEY TERMS

1.1 In these Additional Terms for Goods, unless the context otherwise requires:

**Delivery** means when Truis or its carrier makes the Goods available for collection at the Delivery Point.

**Delivery Point** means the location in the Sales Agreement that Truis will make the Goods available for collection.

**Delivery Time** means the time that Truis makes the Goods available for collection at the Delivery Point.

**Goods** means any hardware, equipment, consumables, parts and tangible items described in a Sales Agreement.

**PPSA** means the *Personal Property Securities Act 2009* (Cth) and its regulations.

## 2. ORDERS, AVAILABILITY AND SUBSTITUTIONS

2.1 Truis will supply the Goods described in the accepted Sales Agreement.

2.2 Truis will not substitute Goods without the Customer's consent.

2.3 If ordered Goods become unavailable or a supplier materially delays or discontinues them, Truis will tell the Customer promptly and discuss a revised delivery date or an alternative. The Customer is not required to accept an alternative. If the parties cannot agree, either party may cancel the unavailable item and Truis will refund any amount prepaid for that item, less any amount the Customer has agreed is non-refundable.

2.4 The Customer may ask to cancel or change an accepted order. The request only takes effect when Truis agrees in writing. Truis may identify conditions of its agreement, including payment of any reasonable costs or non-cancellable supplier commitments that the Customer must pay because of the cancellation or change.

## 3. PRICE AND INVOICING

3.1 A Sales Agreement or quote given by Truis may be re-priced before acceptance if it is not accepted within its stated validity period or, if no period is stated, within 30 days after issue.

3.2 Unless the Sales Agreement says they are included, the Customer must also pay the reasonable cost of:

a) freight, delivery, insurance requested by the Customer and storage caused by the Customer;

b) customs duties, taxes and government charges and GST; and

c) installation, configuration or other services requested in addition to the Goods described in the Sales Agreement.

3.3 Unless the Sales Agreement states otherwise, Truis may pass through to the Customer any exchange-rate movement, supplier-price increase or other upstream cost increase that affects Truis' cost of supplying the Goods after the Sales Agreement is issued, including after acceptance. Truis will notify the Customer in writing as soon as reasonably practicable after becoming aware of the increase.

## 4. DELIVERY

4.1 Delivery dates are estimates. Truis will use reasonable endeavours to meet an estimated date and will tell the Customer if it becomes aware of a material delay.

4.2 Truis may make reasonable partial Deliveries. Each partial Delivery may be invoiced separately. A problem with one Delivery does not entitle the Customer to reject unaffected Goods or previous Deliveries.

4.3 The Customer must:

a) give Truis and its carrier safe access to the Delivery Point;

b) have an authorised person available to receive the Goods at the Delivery Point;

c) provide any unloading facilities or special handling notified in advance; and

d) safely store and protect the Goods after Delivery.

4.4 If the Customer cannot accept Delivery at the Delivery Time at the Delivery Point, Truis may store or redirect the Goods and charge the reasonable additional cost after giving notice, but the Delivery Time remains the time Truis first made the goods available at the Delivery Point.

## 5. RISK AND OWNERSHIP

5.1 Risk of loss or damage passes to the Customer on Delivery. The Customer should insure the Goods from that time.

5.2 Ownership does not pass until Truis has received full payment of the price and charges for the Delivered Goods.

5.3 Until ownership passes, the Customer must:

a) hold the Goods for Truis and keep them identifiable as Goods supplied by Truis;

b) keep them in good condition, fair wear and tear excepted;

c) not sell, dispose of, lease, encumber or grant another security interest over them; and

d) tell Truis promptly if another person claims an interest in them.

5.4 If payment for the Goods remains overdue, Truis may recover the Goods in accordance with the Standard Terms and Conditions and applicable law. Truis will give reasonable notice unless urgent action is reasonably necessary to protect the Goods.

## 6. PPSA

6.1 The Agreement is a security agreement for the purposes of the PPSA. The Customer grants Truis a security interest in:

a) Goods for which Truis has not received full payment; and

b) Goods that the Sales Agreement says will remain owned by Truis.

6.2 The security interest secures the Customer's payment and return obligations for those Goods.

6.3 The Customer must promptly provide information, sign documents and do anything else reasonably required to allow Truis to register, perfect and enforce its security interest with the highest available priority.

6.4 To the extent the law permits:

a) the Customer waives its right to receive a verification statement under section 157 of the PPSA;

b) the parties agree to contract out of sections 95, 117, 118, 120, 121(4), 125, the second sentence of section 126(2), sections 129(2), 129(3), 130, 132(3)(d), 132(4), 134(2), 135, 136, 137, 142 and 143;

c) neither party will disclose information of the kind described in section 275(1) of the PPSA unless section 275(7) requires disclosure.

6.5 The Customer must give Truis at least 14 days' notice of a proposed change to its name, ABN, ACN or business structure if the change could affect a registration.

## 7. INSPECTION AND ACCEPTANCE

7.1 The Customer must inspect and test the Goods within seven days after Delivery.

7.2 The Customer must give Truis written notice of any visible defect, Delivery damage, shortfall or material failure to match the order by 5.00 pm on the seventh day after Delivery (**Inspection Period**). The notice should describe the issue in enough detail for Truis to investigate it.

7.3 If the Customer does not give that notice within the Inspection Period, the Customer is taken to have accepted the Goods in the condition in which they were delivered, and the Customer waives any cause of action in respect of that condition (subject to clause 7.4).

7.4 Acceptance does not affect a right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law.

## 8. GOODS WARRANTIES AND REMEDIES

8.1 Truis warrants that, at Delivery:

a) new Goods will be new, in good condition and free from material defects in materials and workmanship; and

b) the Goods will materially conform to the accepted Sales Agreement.

8.2 Truis does not give any other warranty, including for performance, compatibility or fitness-for-purpose warranty for third-party Goods. The Customer is responsible for confirming that the Goods are suitable for its intended use and existing environment.

8.3 If the Customer reports a defect within the Inspection Period or an applicable manufacturer's warranty period, Truis will investigate it within a reasonable time. Depending on the cause and the available rights, Truis may, at its option:

a) repair or replace the affected Goods;

b) re-perform defective installation work;

c) help the Customer make a claim under the manufacturer or distributor warranty; or

d) provide another remedy required by law.

8.4 This is the Customer's only contractual remedy for a defect in the Goods. It does not limit a right or remedy that cannot lawfully be excluded.

8.5 Truis will pass on and, where possible, assign the benefit of manufacturer and distributor warranties. The Customer must reasonably assist with any warranty process and follow the vendor's return instructions.

8.6 A replacement part installed by Truis is warranted against defects in materials and workmanship for 90 days after installation. This warranty does not reduce a longer manufacturer warranty or any non-excludable statutory right.

8.7 Truis is not responsible for a defect to the extent it is caused by:

a) misuse, accident, neglect or failure to follow any instructions;

b) unsuitable power, cooling, connectivity or environmental conditions;

c) unauthorised repair, modification or relocation;

d) a part, accessory or service not supplied or approved by Truis; or

e) ordinary wear and tear.

## 9. REFURBISHED OR SECOND-HAND GOODS

9.1 Truis will identify refurbished or second-hand Goods in the Sales Agreement.

9.2 Unless the Sales Agreement says otherwise, those Goods are supplied in their disclosed condition and Truis does not provide maintenance or an additional condition warranty. Where available, Truis will pass on a vendor warranty or provide evidence that the Goods are eligible for the manufacturer's maintenance program.

9.3 This clause does not affect a right or remedy that cannot lawfully be excluded.

## 10. RETURNS

10.1 There is no change-of-mind return right.

10.2 Goods may only be returned if:

a) Truis authorises the return in writing;

b) the manufacturer or distributor accepts the return under its warranty or return policy; or

c) the return is required by law.

10.3 For an authorised return that is not due to Truis' breach or a non-excludable right, the Customer must pay the reasonable freight, handling and restocking charges notified before the return is accepted. Returned Goods must be complete, securely packed and in the condition required by the return authorisation.