

The following document is the Customer Payment Policy (Terms and Conditions) of Alphatech Custom PC (ABN: 59301970039)

The term 'Alphatech Custom PC' or 'us' or 'our' or 'we' or 'Salesperson' or 'Sales Representative' or 'Support team' refers to Alphatech Custom PC, whose registered office is in Western Australia, therefore local laws apply. The term 'you' or 'your' refers to the 'client / customer'.

When you request, order or otherwise permit us to provide you with advice, supply of goods and/or services you hereby unconditionally accept our Customer Payment Policy, Returns Policy, Terms of Use of our Website and Privacy Policy.

Within this document you will find the terms and conditions required of you, the customer, before anything further proceeds with your order, please take the time to read it. If you have any questions on any of our policies or terms please contact us.

This document supersedes all previous documents where any revisions will be effective immediately.

1.0 Contract Agreement

On your quote is a small contract that states:

"If you are interested in proceeding with your order please understand that there is a minimum 50% deposit required. This is both for your computer parts as well as a commitment contract to the deal. QUOTE PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE AT ANY TIME.

Withdrawal from the finalised order as seen in the quote above will result in forfeiting the 50% deposit you have paid. If more than 50% deposit has been paid, the excess above 50% will be refunded. This has been implicated by management in order to reduce company losses for failed contracts. We offer a FREE general quote, therefore there is no initial contractual obligation to follow through with the order. When the order is finalised and this agreement is signed, that is when you are under a legal contract and are required to follow through with the order. Your signature indicates that you have read and agreed to the Alphatech Custom PC Customer Payment Policy, which has been attached in the email along with this quote. We allow three (3) business days for Direct Deposit transactions. Orders over \$2,500 require full payment upfront."

This contract needs to be signed and agreed to before anything proceeds. We are a mobile service, so we do not have a stockroom and therefore need to finalise all orders through our suppliers; as such, we cannot guarantee any refunds for last-minute cancellations on parts due to change of mind*.

**More on this in Section 7.0.*

Please note that once the final quote is sent, signed, paid for and/or confirmed (stock gathered and ordered) any changes to this after your order has entered the build queue will result in a 1% service charge (1% of total invoice) and you may also be charged a 15% restocking fee for the component/s changed on top of the change of price. It is not guaranteed that we will allow this change of mind exchange to occur. This applies to changing of mind, where there are stock errors, depletions or change of recommendation from an Alphatech Custom PC employee this service charge and restocking fee will not apply.

If you are under 18, you will need to have a parent or legal guardian sign this document who is over 18 years old. They will therefore be responsible and legally bounded by this contract.

2.0 Provide Contact Details

The following necessary contact information is required for all paperwork to do with your order:

- **Name**
- **Phone number (Mobile preferred)**
- **Email Address**
- **Home Address**

Please note that your full name needs to be provided as on your Drivers License and/or Passport.

For Businesses the following is required:

- **Name**
- **Business Address**
- **ABN**
- **Phone Number (Business)**
- **Phone Number (Personal)**
- **Email Address**

3.0 Payment Methods

Alphatech Custom PC prefers the following two methods of payment:

1. **Cash***
2. **Direct Deposit***
3. **Credit Card / Paypal***

We prefer Direct Deposit payments as this is the easiest form of payment. We are with Westpac so depositing into a branch using your Invoice number as the reference code will result in an instant confirmation and we can start your order straight away. Sending payments online can take up to three (3) business days to process.

PAYMENT DETAILS:

Branch: Westpac

ACCOUNT NAME: Alphatech Custom PC

BSB: 036-039

ACCOUNT NO.: 354118

Payments under \$200 can be given upon delivery of goods (usually for component orders), only within 30km of Perth CBD. Laptops and special order items require full payment upfront before the order can be confirmed. Orders over \$2,500 will need to be paid in full before the order enters the build queue. Payments in Credit Cards / Paypal will incur a small handling charge and requires you to pay online usually through an email invoice or through our online store. The handling charge will be disclosed by your Sales Representative, where they are usually around 1%-2.5% of the total invoice.

**Please note: At least 50% Deposit is needed before the order will be added to the order queue (For orders over \$200, but under \$2,500). Cash payments incur no waiting period, and will be added immediately, while Direct Deposit will require a maximum of three (3) business days to process, unless deposited straight into a Westpac Branch. Credit Card / Paypal payments processing times vary. These can be from one (1) business day to seven (7) business days, this is because the service relies on paypal or another terminal and their process.*

Payments in Cash will receive a printed receipt so please discuss with your Salesperson the amount you plan on paying in person, however if there are changes upon delivery an electronic version will still be sent. Payments through Direct Deposit, Credit Card and Paypal will receive an electronic receipt when payment has been approved.

Upon delivery of the order, a tax invoice will be provided, where it states how much money was enclosed in the deposit and the remainder of the payment (If applicable).

All products have GST (Goods and Services Tax of 10%) added on to them, where it is stated on the tax invoice. Alphatech Custom PC has been registered for GST since 22nd October 2014.

3.1 Pricing

We will not be held accountable to honour any typographical or vocal errors on prices. We reserve the right to change our prices at any time without any notice.

4.0 Late Payments

Our Payment Policy requires the order total to be due **14 days after the final invoice*** has been sent.

**The final invoice is the invoice sent after the goods have been delivered.*

Any overdue payments after this initial two week period will be subject to an **additional service charge of 5% per 30 Days** after the due date. A new invoice will be sent out if a service charge is applied. This will be added in the 'Miscellaneous' section.

To clarify the policy: after 14 days, an additional 5% of the order will be charged on top of the existing payment due, and a new invoice will be sent. After 30 days from this initial 14 days (44 days in total) another 5% will be charged and so on. A total of 5 service charges are applied (164 days) before legal action and/ or repossession and damage fees are charged. To avoid all of this, it is best to either pay your entire invoice through the deposit (if using Direct Deposit) OR COD (Cash on Delivery).

5.0 Labour, Delivery, and Shipping Costs

Alphatech Custom PC Labour, Delivery and Shipping Costs vary according to your order. Under no circumstances will we be responsible for delays in shipping/deliveries.

- Delivery is defined as being local relative to 30km radius from the Perth CBD, Western Australia.
- Shipping is defined as being regional/national relative to Perth, Western Australia (Greater than 30km from the Perth CBD).

5.1 Labour Cost

Custom PCs ordered usually have the labour costs distributed throughout the individual component prices. If it doesn't, it will be stated where the general price of labour or assembly is \$50-75 depending on the complexity of the job.

We do allow clients to bring us components from other retailers for us to assemble however the cost of this is \$99 which comes with our 1 year limited labour warranty, further details can be found in Section 6.6.

Water-cooling labour costs are charged by the hour. Our prices do change based on demand and complexity of the job so please speak to a sales representative to get an actual quote on price.

We also offer special discounts for bulk orders; if you are interested in bulk ordering, please speak to a Salesperson for more details.

5.2 Delivery Costs

All orders are either personally delivered to you and set up onsite, or delivered via courier or Australia Post. We deliver up to 30km from Perth CBD - however, every km exceeding 20km from Perth CBD may result in an extra \$1.50 per km surcharge. We offer discounts for multiple component/peripheral orders and/or multiple desktop orders. Under certain circumstances we can increase our personal delivery radius, which includes our on-site installation and support, however extra charges will apply.

5.3 Shipping Costs

Regional/national shipping costs vary depending on the distance from the Perth CBD. All products are shipped via Australia Post unless stated. Price estimates can be given based off the Australia Post online postage calculator; however this may be subject to change. All orders are tracked and require signature upon delivery, and it is highly recommended that you also add extra insurance cover for loss or damage. Insurance cover costs are determined by the order amount shown on your invoice. If you do not wish to add insurance it is your responsibility and we will not be held accountable for any damages/losses during transit. Please see Section 6.7 for details on warranty and support.

6.0 Warranties and Support

As we primarily service the Perth Metropolitan area we offer National Warranty Service. We highly recommend this service as it provides extra on-site support for areas that are out of our Perth service area. They provide a same day warranty service, or 4-business hour warranty service for businesses.

When receiving any goods or services from us you unconditionally agree that we will never be held accountable for any losses incurred of any sort, please see Section 9.0 for more details on liability.

For more details on our Returns process and policies please see our Returns Policy document.

6.1 Custom PC Warranty

All Alphatech Custom PCs come with a 1 year labour warranty, however **this section is only for customers who purchased their components with us**. If you purchased your components elsewhere and had us assemble your custom pc please see Section 6.6.

All warranty claims must be accompanied with the original final invoice as well as receipt/s otherwise the warranty cannot be applied, additionally all the manufacturer warranty cards need to be provided as proof of purchase, this can be located in your motherboard box. Products returned under warranty will be tested and evaluated. Please note that this warranty only applies to hardware*. Products that are in fact defective will need to be sent for repairs, this can take anywhere from one to four weeks depending on the manufacturer.

If the problem is due to labour we will diagnose the problem for free and fix it for you as soon as possible, this can take from one (1) business day+ depending on the issue and workload at the time. For user inflicted issues we will still diagnose the problem for free but you may be subject to repair fees. All Alphatech Custom PCs are tested and benchmarked before release, therefore any overclocking**, misuse, modification, physical damage and tampering with any components voids all warranties. We will not be held accountable for any loss of productivity or income.

Alphatech Custom PC Labour Warranty for individual components unfortunately does not cover damage to other components/equipment in conjunction with this component, separate issues will need to be filed with the manufacturer of the defective component.

**See 6.4 for Software Issues*

***For Overclocking, the manufacturer's warranties are for the designed specifications. K versions of Intel CPUs for example are designed to have increased voltages. Therefore we do offer Overclocking, however if the Customer decides to overclock themselves and goes outside these design specifications, this not only voids Alphatech Custom PC's warranty but the manufacturer's warranty.*

6.2 Component, Monitor and Laptop Warranty

All Components, Monitors and Laptops usually have 1 year or more manufacturer warranty depending on the product and manufacturer. The specific warranty time will be stated to you during your order process upon request. Any products purchased through us need to be proven with a final invoice and receipt before the warranty can be granted as well as a manufacturer warranty card (if applicable). Alphatech Custom PC has a 7-day DOA (Dead on Arrival) policy, where if the Component, Monitor or Laptop fails to start up upon first use*, we will replace it at no extra cost to you. Under this 7-day DOA policy, we will replace the defected product with either the same product or one of equal value and specifications,

or we will pay the two way shipping costs for the Manufacturer Replacement if there is none available. If the part breaks down after 7 days and after confirmation is made with the manufacturer, the customer may be required to pay the two way shipping costs for the Manufacturer Replacement. Under no circumstances will we be held accountable for any damages during transit or productivity loss or loss of income.

**The 7-day DOA policy is 7-days from first use, however this needs to be within 14 days of your purchase tax invoice.*

6.3 Software Issues

We are not liable for any virus', malware or incompatible programs that you may have installed. All computers are tested before delivery, therefore no issues should arise from our software installations. Any issues that do arise from other software sources are not under warranty, but we can provide testing and repairs for such issues*.

**See 6.4 for Testing, Repairs and Maintenance.*

6.4 Testing, Repairs and Maintenance

All Custom PC's undergo hardware and software testing. Under our testing program we do the following:

- Install Operating System (If Applicable)
- Install Motherboard Drivers and Programs (If Applicable)
- Install Graphic Card Drivers (If Applicable)
- Install Network Card Drivers (If Applicable)
- Install Antivirus (Windows Defender, AVG or Bitdefender) (Free or Purchased (If Applicable))
- Install Malwarebytes Anti-Malware (Free or Purchased (If Applicable))
- 24 hour (longer for workstations and high spec gaming pcs) Test and Benchmark Hardware Components and Compatibility
- Test and Confirm Software Compatibility

Under our 1 year labour warranty we will diagnose any problems that you may have for FREE. However charges may apply for removing the problem depending on the severity. We also provide one (1) free clean of your system; it is highly recommended you contact us for this service as the life of all your components can be increased with regular cleaning and maintenance. You will have to contact us for this service and prove you are still within warranty with evidence of your final invoice and receipt/s. We also have a discount for virus/malware removal and data migration for our returning customers. Speak to a salesperson for more details. Full versions of anti-virus and malware are available but these do incur extra charges.

6.5 Summary

Here is a list of the features provided in your 1 year warranty:

- Free evaluation of returned products (Any more than two (2) separate in a year will incur a charge of \$30.00 per additional return if no problems are found in both the two (2) previous returns)
- Life-time Email Support*
- First 7 days DOA returns
- First 7 days two way shipping costs paid by Alphatech Custom PC for manufacturer return**
- Product replacement if product is defective and shows no signs of tampering, overclocking, misuse or modification
- Free diagnosis of any hardware/software issues
- One (1) free system clean (this includes physical clean and dust removal) – HIGHLY RECOMMENDED YOU TAKE ADVANTAGE OF THIS before your warranty runs out
- Virus and Malware removal discounts
- Data migration discounts
- Additional cleaning and maintenance discounts

**The definition of life-time email support: Life-time is up to 5 years of your Custom PC, where if you have upgrades done by us the support is extended to suit the upgrade. We will help with any troubleshooting through email and do the best we can to solve any problems you may have. If you find you have any problems within the first year we will send someone out to solve it usually free of charge, however there are circumstances where we will have to charge a callout fee. Such circumstances include but are not*

*limited to being out of our service area, complicated problems and/or problems that require a lot of time to solve.
 ** Please be wary that this is only for return to manufacturers. If you are willing to substitute for a replacement of equal value and specifications, one will be given to you for no extra costs under the Australian Consumer Law, within the 1 year warranty period.*

We will do what we can to fix the problem, but we offer no guarantees for data loss and will never be held accountable. We hold the right to refuse any replacement if the component isn't defective according to our tests or the manufacturers testing. We are not to be held accountable for any third party losses and/or economical losses, which includes business losses, personal losses and/or productivity losses. All products are to be used at your own risk.

If it comes down to it, a system restore will cost you the price of a new Operating System (OS) if your OS is OEM (Original Equipment Manufacturer), which means that the Operating System is one use only. If it is a retail version we can do a system restore and install all the programs installed during testing at no additional cost. If your system is out of warranty then an additional fee is charged for a system restore and testing (which includes installation), added on from the replacement price for your operating system if it is OEM.

Remember that if you have any issues at all, even after your warranty has finished we will be happy to talk to you and help you fix the problem. You can simply email us and we can either give you online tech support, or you can arrange for us to come and do on-site or off-site repairs depending on the issue. We would be happy to help you the best we can, especially if you are a returning customer.

6.6 Limited Custom PC Warranty

This section is for clients who provide their own components for us to assemble. The main difference between our Custom PC Warranty and our Limited Warranty is the Returns of components. As we did not provide the components we cannot guarantee the authenticity of the components provided by the client, and therefore cannot provide any support for returns, refunds, DOAs or replacements. The client is solely responsible for any component returns, where they will have to contact the supplier of the components in order to receive this sort of support.

We can however still offer our:

- Life-time Email Support*
- Free diagnosis of any hardware/software issues
- One (1) free system clean (this includes physical clean and dust removal) – HIGHLY RECOMMENDED YOU TAKE ADVANTAGE OF THIS before your warranty runs out
- Virus and Malware removal discounts
- Data migration discounts
- Additional cleaning and maintenance discounts

We will however take out the defective components and test them for you to determine if they are in fact defective.

As we did assemble your Custom PC any issues that resulted on our end will mean that we will do whatever we can to help you solve the problem, but will not be held liable for loss of income.

Unfortunately we do not usually offer National Warranty Services On-Site Warranty when the client supplies the components as we cannot guarantee the product authenticity.

6.7 Warranties for Regional/National Customers

As our operating range is 30km as stated in Section 5.2 we highly recommend any regional/national clients purchase National Warranty Service On-Site Service. If you don't you can send us the defective product and we will test it; where if it is defective the usual warranty service will apply where we will send a replacement, get it repaired or offer a refund, we will pay for the returning shipping costs. However if we find that the product is not in fact defective you will have to pay for the returning shipping fee and will be charged a service charge of \$30.

You will still have full email support available to you just like our local customers, we will do our best to first remotely diagnose the problem.

Please see section 4.0 in our Returns Policy for more information on National Warranty Services.

6.8 Refurbished and Ex-Demo Warranty

Refurbished/Ex-demo components or products have a warranty period of up to 90 days.

If it is a Custom PC with refurbished/ex-demo components only that particular component will be under the 90 day warranty period. The other components will have their respective warranties.

7.0 Termination & Refund Policy

As stated in Section 1 should the need to withdraw from the contract occurs you forfeit your 50% deposit on your order, however if you have paid more than 50% deposit you will be refunded the extra amount paid. This is only valid for orders under \$2,500. Orders over \$2,500 have been paid in full, therefore the order will still be carried out.

Since we gave the client an opportunity to decide whether or not to proceed with a free general quote with multiple revision rounds we are unable to provide a full refund as the parts will likely be ordered on demand.

We will not be able to guarantee full refunds for change of mind on orders. The only valid reasons will be, but are not limited to:

- Defective Parts
- Incompatible Parts*

*This is only valid for Custom PC orders. If there seems to be incompatibility of parts in a Custom PC order, it will be found during the Testing phase of your order, and we will discuss with the client options and changes of equal value and specification. If for whatever reason incompatibility is not found during the testing phase the customer must contact our Support team as soon as the issue arises so it can be dealt with.

If an individual component is purchased and found to not be compatible we cannot guarantee a full refund as this is regarded as Change of Mind due to the customer's choice. However we will do whatever we can to help the customer in these instances as we do care about your satisfaction of our services.

As stated in Section 6.5, under no circumstances are you entitled to a return, refund or replacement if the component isn't found to be defective from our tests.

As stated in Section 6.7 it is highly recommended that all regional/national clients purchase National Warranty Service as this means that you will receive local on-site support. If you choose not to you can send the defective back to us and we will pay the returning shipping costs, however if we find it isn't defective you will have to pay for the shipping and associated costs including a \$30 service charge.

As stated in Section 5.3 signature upon delivery is compulsory; this includes if you are sending anything to us.

If you do find your product is damaged in transit you have to contact us immediately, refuse acceptance of delivery and direct the courier to return the goods to the sender (us). If however you do accept the delivery and find it has been damaged during transit you need to take photos where possible of the box unopened and contact us immediately. You have two (2) days from confirmed delivery acceptance to do this. Upon our inspection if it is in fact defective we will replace the product, however if we find it has been tampered with and not the result of damage in transit you will be charged a processing fee of \$100. Note that our deliveries are either done by Alphatech Custom PC employees, and where they are done by couriers we have a relationship where they will let us know of any issues during delivery.

8.0 Special Orders, Delivery and Custom Water-Cooling Components

Special Orders includes components that need to be ordered from a non-local supplier. This means that there will be extra waiting periods for these items. This is usually regarding Custom Water-Cooling Components, since these components have lower demand and they are ordered on request. Extra shipping fees sometimes apply, where your sales representative will disclose a delivery price, and estimated time of arrival. If your component is required for your PC you will have to wait for the delivery plus the build and testing time.

Please be wary that all Special Orders require full payments upfront. Since we are ordering it from our non-local supplier and they are a low demand item we do not offer our usual 50% deposit payment for orders under \$2,500. The same warranties apply with all of our components. The primary difference with Special Orders are the extended delivery time and the full upfront payments.

Please see 5.1 Labour Costs as custom water-cooling component installation require extra charges for installation. Should you install the water-cooling components yourself we will not be held accountable for self-installation and liquid damage to components.

Water-cooling components NEED to be maintained. Therefore it is highly recommended that you contact us every year to evaluate your computer. Since fluids are constantly in motion in a water-cooling PC erosion can occur, if a component or pipe fails, this can cause liquid damage to some if not all of your PC components. This will void all warranties of other components and can cost a lot to replace. We recommend that you constantly maintain your water-cooling components and replace the coolant every year. For prices on maintenance and coolant replacement please contact a sales representative.

9.0 Limitation of Liability

All products are to be used at your own risk. The title of goods purchased does not pass from Alphatech Custom PC to you until we have received full payment for the goods. All risk is passed on to you upon delivery your goods.

Under no circumstances is Alphatech Custom PC liable for the following:

- Third Party claims against you for damages and Third Party losses of any kind,
- Loss of data or information,
- Economic Losses (Includes but is not limited to; personal losses, business losses, profits losses, productivity losses, savings losses or incidental losses)
- Injuries
- Damages (Includes but is not limited to: transit or liquid)
- Consequential damages; where the use of any goods or services results in additional damages.

You also agree that any advice and/or service provided by us is still to be considered a risk, although we will do whatever we can to give you the best and most professional advice and service we can.

10.0 Dispute Resolution

If there is a dispute from either or both parties, you agree to mediate to resolve the issue in a timely and cost-effective manner. As stated previously in Section 4.0 litigation will be sought should the client fail to pay the full invoice amount a maximum of 164 days after the invoice has been issued. We would like to avoid this as this is a last resort and when ordering you unconditionally accept that you need to pay your invoice on time, otherwise you will be held liable for losses.

If any issues arise on our end we will do our best to resolve the issue, if you are not happy with your outcomes you can email asking for the head of department (Sales, Support) and we will elevate your issue to the highest priority.

11.0 Severability

If any section or portion of a section of our Terms and Conditions are deemed invalid, illegal, or unenforceable in whole or in part, that section or portion of a section will be deemed modified so as to have the most similar result that is valid and enforceable under applicable law. The remaining sections and/or portions of a section will still be valid where applicable.