

# Agreement for Hardware and Software Sales

Version 1.0

Dated: 16<sup>th</sup> March 2026

## 1. Parties and Application

- a. **VISITS, Supplier, Us our Our:** VISITS Pty Ltd, ABN 15 089 406 477
- b. **Customer:** The person or entity identified in the Master Customer Agreement, applicable proposal/quote and/or Purchase Order.
- c. **Application of Agreement:** This Agreement governs all sales of **Hardware Products** and **Software Licences** (excluding subscription-based software) that the Supplier provides to the Customer. It operates **in addition to** the MCA.
- d. **Acceptance Without Signature:** The Customer's acceptance to this Agreement for Hardware and Software Sales is deemed upon the earlier of:
  - i. Signing of the Master Customer Agreement.
  - ii. Signing of a Proposal / Quotation.
  - iii. Issuing of a Purchase Order.

## 2. Definitions

- **ACL** means Schedule 2 of the Competition and Consumer Act 2010 (Cth), Australian Consumer Law.
- **Consumer Transaction** means a supply where the Customer is taken to have acquired goods or services as a consumer under the ACL, including (without limitation) where price is ≤ \$100,000 (incl. GST), or the goods/services are of a kind ordinarily acquired for personal, domestic or household use.
- **Hardware** means hardware which the customer purchases outright from VISITS.
- **Major Failure** and **Minor Failure** have the meanings given in the ACL.
- **Master Customer Agreement (MCA)** means the parent agreement which represents the master terms and conditions under which VISITS agrees to supply Products, Services and Goods to the Customer, and upon which the Customer agrees to procure those Products, Services and Goods from VISITS.
- **Product, Services** and **Goods** have the meaning given in the Master Customer Agreement.
- **Non-Consumer Transaction** means any supply that does not meet the ACL consumer threshold (e.g., purchases for resupply or manufacturing).
- **RMA** means a Return Material Authorisation issued by the Supplier.
- **Software** means software which the customer purchases outright from VISITS.
- **VISITS Store** means the online shopping site hosted by VISITS, available at <https://store.visits.com.au> or otherwise linked from the VISITS website.

## 3. Orders

- a. Orders are subject to Supplier acceptance.
- b. We reserve the right to cancel any order if we are unable to procure or deliver the Products from their respective vendors or distributors. We will advise you of such cancellation at the earliest possible time.

### **3.2. Delivery**

- a. Delivery dates are estimates and are subject to availability and supply from our vendors and distributors.
- b. If you refuse or fail to take delivery of Products, we are entitled to recover any costs we incur in redelivering, restocking, returning or cancelling the Products.
- c. Partial Deliveries: VISITS may make partial deliveries of Products and issue separate invoices for each delivery.
- d. If Authority to Leave ('ATL') is selected at checkout or otherwise nominated by you, delivery will be deemed to have occurred after Goods are delivered and left at the location specified by the Customer.

### **3.3. Inspection, Acceptance and Non-Confirming Goods**

- a. We request that the Customer inspect all Products upon delivery and, within seven (7) days of delivery, notify VISITS in writing at [orders@visits.com.au](mailto:orders@visits.com.au) if any Product is
  - i. Faulty or damaged; or
  - ii. Does not comply with the agreed specifications; or
  - iii. Is not the Product ordered.
- b. Notwithstanding clause 3.3.a this clause does not affect any rights the Customer may have under the Australian Consumer Law in respect of defective, unsafe, or non-conforming Products, including the right to repair, replacement or refund.

## **4. VISITS Store**

### **4.1. Pricing**

- a. Unless specifically stated otherwise, all prices on the VISITS Store are quoted excluding Goods and Services Tax (GST). GST will be added to each Tax Invoice.
- b. Prices promoted on the VISITS Store are at RRP or SRP until you log in to obtain discounted customer pricing. Discounts will be automatically applied for online orders. Percentage discounts promoted on a Product listing are with respect to RRP or SRP. Note some special bid items and some licensing may not be available for online ordering. Please contact us to order items unavailable online.

### **4.2. Errors and Omissions**

- a. Because of the dynamic nature of this industry (e.g. vendor price changes and other variables beyond our control), prices, promotions, versions and availability advertised are subject to change without prior notice.
- b. All images are for illustrative purposes only. Actual product may differ.
- c. Vendor information published on the VISITS Store may contain technical inaccuracies or typographical errors. VISITS makes no representations about the suitability of this information.
- d. Notwithstanding the above, the Customer is not required to accept delivery of any Products or Services and can cancel any order for Products or Services without penalty (including for a full refund of any amounts already paid) where VISITS cannot deliver the Products or Services as advertised by VISITS for the price advertised at the time of the order.

## **5. Invoicing**

### **5.1. Hardware**

- a. An invoice will be issued to the client and dated at the earlier of:
  - i. If the Hardware is to be drop-shipped directly to the Customer from our supplier, when VISITS receives notification that the Hardware has been shipped;
  - ii. If the Hardware is to be sent by courier or picked-up directly from our supplier, when the item leaves our supplier;
  - iii. When the Hardware is shipped to you from our warehouse;
  - iv. Where the Hardware requires configuration or installation by VISITS, when the Hardware is released from our warehouse to our technical team.
  - v. Where the Hardware has been received by VISITS or stock has been allocated to your business and is ready for delivery, but you have advised you wish to delay the delivery.

### **5.2. Software**

- a. An invoice will be issued to the client and dated at the earlier of:

- i. The Software license is provided to VISITS or the Customer by the software vendor;
- ii. The Software license is provisioned in the Customer's name.

### 5.3. Payments

- a. Where the Customer does not have a Credit Account with VISITS, payment terms for all Products and Services quoted or sold via the VISITS Store are CBD (cleared funds before delivery).
- b. Where the Customer has a Credit Account, invoicing and payments will be in accordance with the terms and conditions contained in the Master Customer Agreement and Credit Account.

## 6. Warranty and License Information

### 6.1. Warranties

- a. For Hardware, VISITS will pass through manufacturer warranties to the Customer where available and possible.
- b. Details of the manufacturer's warranty may be found on the manufacturer's website and/or included with the product, or on request from VISITS.

### 6.2. Software License Agreement

- a. Software is licensed, not sold. Third-party EULA's/subscription terms apply. Details of these agreements or terms may be found on the vendor's website, or on request provided by VISITS.

## 7. Refunds, Returns and Cancellations

### 7.1. Returns

- a. VISITS classifies returns into two categories: (1) Change of Mind returns and (2) Faulty returns.
- b. In both cases, the return of any item to VISITS must first be authorised by VISITS in accordance with the following process:
  - i. The Customer must obtain an RMA from VISITS prior to shipping the products to VISITS.
  - ii. The Customer shall then be authorised to return the products, noting the RMA and proof of purchase, to VISITS or the Authorised Service Centre of VISITS.
  - iii. Any shipping labels (including the RMA) must be affixed to shipping cartons using removable labels, and not written directly onto the shipping carton.
- c. VISITS will not accept any return or claim of a Product if Customer does not comply with the above procedure.

### 7.2. Change of Mind Returns

- a. A "Change of Mind" return is a Product returned by the Customer to VISITS where the return is not due to the fault of VISITS or any fault of the Product.
- b. Where the Product was advertised and sold to the customer on a "No Returns Basis" or as a "Discontinued Product", VISITS has no obligation to accept the return of the Product but may do so at VISITS' absolute discretion.
- c. For any other reason, VISITS:
  - i. **Will** accept return of the Product if:
    - (a) we are able to return the Product to our supplier; and
    - (b) you agree to pay VISITS a restocking fee which will include supplier restocking and shipping fees and may include our handling and labour costs.
  - ii. **May** accept return of the Product in other circumstances if:
    - (a) you agree to pay VISITS a restocking fee calculated by VISITS on a case-by-case basis.
- d. If a Change of Mind return is accepted, the Products must be returned as a complete set which includes all components that were originally supplied including cables, power adapters, accessories, manuals, software and packaging material.

### 7.3. Faulty Returns

- a. For Consumer Transactions:
  - i. For Major Failures, the Customer can choose a refund or replacement for the Products.
  - ii. For a Minor Failure, VISITS will either repair, replace or refund the Products within a reasonable time.
  - iii. The Customer must take reasonable care to prevent damage to the products during the return transit.

- b. For Non-Consumer Transactions:
  - i. VISITS will, at our election, repair, replace or refund the faulty Products.
  - ii. VISITS has no obligations to repair, replace or refund products after the expiry of the Product's warranty.
- c. Unless otherwise required under ACL, the Customer is responsible for all shipping charges to return Products to VISITS.
- d. To the full extent permitted by law, VISITS will not be liable and has no obligation to accept or process any claim for any return request if:
  - i. There has been damage to or defects in the Products that have been caused by the improper storage, warehousing or transport, or by any neglect, damage, abuse or improper use, installation, maintenance or unauthorised repair, in each case by any person other than VISITS;
  - ii. The Product has been added to, varied, or otherwise modified by, any person other than VISITS.

#### **7.4. Cancellations**

- a. Unless otherwise agreed in writing by an authorised officer of VISITS, and subject to Clause 4.2.d, Customer may not cancel an order which has been accepted by VISITS.
- b. VISITS will not unreasonably withhold agreement to cancel an order if VISITS is able to cancel the order with its suppliers without cost, or if there is cost, where the Customer has agreed in writing to reimburse VISITS for that cost.

### **8. Title and Risk**

#### **8.1. Title in Products**

- a. For the purposes of this section, the terms financing change statement, financing statement, Purchase Money Security Interest, Personal Property Securities Register, Security Interest and verification statement have the meanings given in the Personal Property Securities Act 2009 (Cth) (PPSA).
- b. Except as expressly provided herein, title in and ownership of all Products will remain with VISITS until VISITS has received payment in full for those Products.
- c. Customer hereby acknowledges that until payment for the Products and Services and any other amounts owed to VISITS has been received in full by VISITS, VISITS' Security Interest in the Products automatically attaches to and extends to the proceeds of sale of the Products if sold by Customer.
- d. Customer hereby consents to VISITS registering on the Personal Property Securities Register ("PPSR") any and all Security Interests granted by or pursuant to this agreement. Customer agrees to do, at Customer's own expense, all things necessary, including executing all documents and providing all relevant information, and otherwise co-operating fully with VISITS to enable VISITS to register and maintain a financing statement on the Personal Property Securities Register in order to ensure that VISITS has a perfected Security Interest in relation to all Security Interests created by or pursuant to this agreement and where applicable, a Purchase Money Security Interest in respect of the goods.
- e. Customer must not grant any other Security Interests in the Products which would rank equally with, or in priority to, a Security Interest held by VISITS over those Products under this agreement except with the prior written consent of VISITS.
- f. As between debts owed to VISITS secured by Purchase Money Security Interests and other debts, VISITS will be entitled to apply monies received from Customer against other debts first at its sole discretion and despite any direction from Customer to the contrary.
- g. If VISITS exercises a right, power or remedy in connection with this agreement, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless VISITS states otherwise at the time of exercise. However, this clause does not apply to a right, power or remedy which can only be exercised under the PPSA.
- h. If Customer sells, disposes of or otherwise deals with Products or any part thereof before full payment has been received by VISITS, Customer must advise VISITS in writing, at such times as VISITS may request, specifying full details of the Products sold, disposed of, utilised or otherwise dealt with.
- i. Customer acknowledges that in the case of software Products, any refusal or failure to pay may result in cancellation of the licence to use the software Product.
- j. Customer agrees that the provisions of this section apply despite any arrangement under which VISITS grants credit to Customer.

#### **8.2. Risk in Products**

- a. Risk in all Products supplied will transfer to Customer immediately upon:

- i. Delivery of the Product to the Customer or into Customer's custody or control;
- ii. Collection by Customer's nominated carrier or agent; or
- iii. Collection by Customer from VISITS' or VISITS' carrier or agents' depot.
- iv. In the case of Software: On provisioning / activation.

## **9. Jurisdiction**

- a. This Agreement between VISITS and Customer shall be deemed to have been entered into in the State of Victoria and shall be construed according to the Laws of the State of Victoria.

## **10. Waiver**

- a. The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

## **11. Assignment**

- a. You must not assign any rights or benefits under this Agreement unless you have obtained our prior written consent.

## **12. Survival**

- a. Rights and obligations which by their nature should survive will survive the termination or expiration of this Agreement.

## **13. Notifications**

- a. Any written notification provided in relation to this Agreement must be provided to:  
CEO, VISITS, Level 2, 636 St Kilda Road, Melbourne VIC 3004