

# Innertelligence – Terms and Conditions of Supply

---

Version: V2025-7-1

## 1. General

These Terms, and any written quotation accepted by the Customer, form the entire agreement. No other representations or terms (including those implied by prior dealings, custom, or verbal agreement) shall apply unless expressly stated in writing by an authorised officer of Innertelligence. These Terms apply to all sales of goods and services by Innertelligence to the Customer.

## 2. Payment Terms

All invoices are payable strictly within 7 days from the date of issue unless otherwise agreed in writing. A late payment fee of 2% per month may apply to overdue amounts. All costs incurred by Innertelligence in the recovery of outstanding amounts, including legal fees, shall be recoverable from the Customer.

## 3. Quotations and Pricing

All prices exclude GST unless otherwise stated. Prices charged will be according to a current quotation or determined by Innertelligence by reference to standard pricing at the date of the order. Quotes

are valid for 30 days. Once accepted, pricing is fixed except where due to changes in law, GST, or extraordinary freight or currency fluctuations beyond Innertelligence's control.

## 4. Delivery and Supply

Delivery times are estimates only. Risk passes to the Customer upon dispatch or when goods are made available for collection. Innertelligence is not liable for any loss or damage (including indirect or consequential loss) arising from delivery delays.

## 5. Property in Goods

Title to goods does not pass to the Customer until full payment is received. Until such time, the Customer holds the goods as fiduciary bailee for Innertelligence and must store them separately and clearly identifiable.

## 6. Personal Property Securities Act (PPSA)

The Customer acknowledges that these Terms create a security interest under the PPSA and agrees to do all things necessary to assist Innertelligence in perfecting this interest.

## 7. Force Majeure

Neither party is liable for delays or failure to perform due to events beyond their control, including but not limited to natural disasters, acts of war, labour disputes, or government restrictions. If such an event continues for more than 30 days, either party may terminate affected

orders without penalty. No refund is due for work or goods already supplied up to the date of termination.

## **8. Returns, Cancellations and Claims**

Returns require prior written approval and are subject to inspection. Claims for incorrect or faulty goods must be made within 7 business days of delivery. A restocking fee of 10% applies for cancellations after 48 hours of acceptance, covering administrative, handling, and supplier costs.

## **9. Credit Information and Privacy**

The Customer consents to Innertelligence conducting credit checks and disclosing information to credit reporting bodies as necessary. All personal information will be handled in accordance with the Australian Privacy Act.

## **10. Intellectual Property**

All intellectual property in materials provided by Innertelligence, including documentation, software, and designs, remains the exclusive property of Innertelligence unless otherwise agreed in writing.

## **11. Warranty**

Innertelligence provides a 12-month warranty on new hardware from the date of installation or within 8 weeks of order acceptance—whichever occurs first. The warranty covers defects in materials or workmanship under normal use.

The warranty is void if: (a) any consumables, spare parts, or components not supplied or approved by Innertelligence are used; (b) any part of the system is modified, serviced, adjusted, or interfered with by any person not authorised by Innertelligence; or (c) the system is connected to third-party systems or software not approved in writing by Innertelligence.

## **12. Limitation of Liability**

To the maximum extent permitted by law, Innertelligence excludes all liability for indirect, consequential, or special loss or damage, including loss of profit, data, or goodwill. Liability for any claim arising from goods or services is limited to the amount paid by the Customer for those goods or services.

## **13. Variations and Termination**

These Terms may only be varied in writing by an authorised officer of Innertelligence. Either party may terminate an agreement upon written notice if the other party breaches a material term and fails to remedy it within 14 days.

## **14. Governing Law**

These Terms are governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of that state.

If the Customer disputes any portion of an invoice, written notice must be provided within 7 days of the invoice date, detailing the basis of the dispute. Undisputed

amounts must still be paid by the due date.

Nothing in these Terms grants the Customer any licence or right to use Innertelligence's intellectual property, except as necessary to operate the goods and services provided.

## **15. Indemnity**

The Customer indemnifies Innertelligence from and against all claims, losses, or liabilities arising from misuse, unauthorised modifications, improper installation, or actions by any person not authorised by Innertelligence that result in damage, malfunction, or breach of law.

Support services are provided during business hours (8:00 AM to 5:00 PM, Monday to Friday). Any expectations of availability outside these hours must be agreed in writing. Innertelligence provides no guarantees of system uptime or response time unless otherwise specified in a separate service level agreement.

Either party may terminate this agreement for convenience by providing 30 days' written notice. Termination does not affect obligations already accrued or payments due.