

Imagine Multimedia Terms & Conditions of Trading

1. **Customer Acknowledgment**
 - a. The customer guarantees to comply with and abide by the Terms and Conditions contained within this document by the placement of an order (verbal or written) to purchase a product and/or receive services from Imagine Multimedia.
 - b. These terms and conditions apply (i) unless the customer has signed a separate purchase agreement with Imagine Multimedia, in which case the separate agreement shall govern; or (ii) unless other Imagine Multimedia standard terms apply to the transaction.
 - c. Any code (database or web) written by Imagine Multimedia is the intellectual property of Imagine Multimedia and is not authorized to be given to a third party or on/resold for a gain, commercial or otherwise.
2. **Payment Terms**
 - a. Terms and Conditions of Trading are Cash on Delivery or in the case of an order and/or service call all monies are payable within 7 days of receipt of initial official tax invoice.
 - b. Imagine Multimedia reserves the right to invoice parts of an order separately.
 - c. Quotations given by Imagine Multimedia will be valid for 7 days unless otherwise stated on the quotation.
 - d. Late payments may incur a late-payment fee of up to 25% of original invoice amount.
3. **Taxes**
 - a. Unless otherwise stated on the face hereof, stated prices are inclusive of 10% Goods and Services Tax (GST).
4. **Shipping Terms**
 - a. Separate charges for shipping and handling will be shown on the invoice(s).
 - b. Risk of loss is upon Customer once Imagine Multimedia delivers the Product to the carrier.
5. **Title; Risk of Loss**
 - a. Title of products passes from Imagine Multimedia to Customer on payment of invoice.
 - b. Customer is not responsible for damage or loss that occurs during shipping by a carrier chosen by Imagine Multimedia.
 - c. Loss or damage that occurs during shipping by a carrier selected by Customer is the responsibility of Customer.
6. **Warranties**
 - a. The Customer is entitled to the manufacturer's limited expressed warranty, if any, that accompanies the product.
 - b. Imagine Multimedia makes no additional or independent warranty unless otherwise agreed upon by Imagine Multimedia and Customer.
7. **Vendor License Agreements**
 - a. Customer agrees to abide by all license provisions or end user agreement imposed by the manufacturer or publisher.
8. **Return Policies**
 - a. All returns require prior authorization by Imagine Multimedia within 30 days of the invoice date. Within 30 days of purchase, we will replace or repair, at our sole discretion, any product that is deemed defective. After 30 days, the manufacturer's warranty process must be followed.
9. **Products; Services**
 - a. Imagine Multimedia will make every reasonable effort to ensure the best quality at the time, correct operation of the device or devices supplied, fitted or repaired.
 - b. Imagine Multimedia will make every reasonable effort to ensure the continued operation of any web or electronic mail hosting services, access to any connection to the internet or server of Imagine Multimedia or any other service which may be provided to the customer. Imagine Multimedia makes no guarantee for these services to be without fault or partial or total interruption of service. If the customer notifies Imagine Multimedia of any defect of service, Imagine Multimedia will endeavour to rectify the defect at its own expense in a timely manner.
 - c. Imagine Multimedia may revise and discontinue products at any time without prior notice to Customer.
 - d. It is the responsibility of Customer to ensure that they know the hourly rate they will be charged for services before Imagine Multimedia commences any work.
 - e. Any services provided by Imagine Multimedia will be charged by a rate based upon an hour or part thereof.
 - f. The minimum time for any services provided by Imagine Multimedia will be charged at one hour.
10. **Limitation of Liability**
 - a. In no event shall Imagine Multimedia be liable for special, incidental, or consequential damages, including but not limited to loss of profit or opportunity.
 - b. Imagine Multimedia does not accept liability beyond the remedies set forth herein, including any liability for products not being available for use or for lost or corrupted data or software, or the provision of services and support.
 - c. Claims against Imagine Multimedia for shortages shall be deemed waived if not made within 5 working days after receipt of the invoice.
11. **Applicable Law**
 - a. Regardless of any applications to the contrary, the operations of Imagine Multimedia are governed by the Laws of Western Australia, and any action instituted by Imagine Multimedia against the Customer, and/or any action instituted by the Customer against Imagine Multimedia, will take place under the Laws of Western Australia, and in the Courts, (regardless of the amount) which are located in the City of Perth.
12. **Headings**
 - a. The section headings used herein are for convenience of reference only and does not form part of these terms and conditions, and no construction or inference shall be derived there from.

EASY WAYS TO PAY

*an adjustment note will be mailed to you on your request. ^3% processing fees are applicable.

*By Mail: Please detach PAYMENT ADVICE and mail with cheque to:



Imagine Multimedia
PO Box 27, NORTHLANDS WA 6905

Please ensure cheques are made payable to **Imagine Multimedia**

In Person: Pay in cash or by cheque after work has been completed.



*Direct Deposit: Pay online with Internet Banking.



Our account details:

Acc Name: **Imagine Multimedia**
 Bank: **Bankwest**
 BSB: **306-133** Acc No: **003-641-2**

^Credit Card: Pay online with your credit card



(using paypal) at www.imagine.net.au - click on the payment link.