

ORDER POLICY

Last Updated 10 February 2025

Ingram Micro Pty Ltd

1 ORDERS

- 1.1 Customers may place an order for Products by following the instructions set out on the Ingram Micro website (Website). By placing an order, the Customer makes an offer to enter into an agreement to purchase the Products from Ingram Micro (Ingram). On acceptance of a Purchase Order by Ingram, the Customer agrees to be bound by the [Customer Terms of Sale](#) (Terms).
- 1.2 An order for Products will be deemed to have been received by Ingram at the time that Ingram sends an order confirmation to the e-mail address specified by the Customer.
- 1.3 All orders are subject to acceptance by Ingram. The Customer acknowledges that Ingram may reject any order placed by the Customer if:
 - 1.3.1 Ingram has insufficient quantity of Products available to fulfil the Customer's order; or
 - 1.3.2 the Customer is not a Credit Customer and does not otherwise pay for the order in advance as set out in the Terms.
- 1.4 The Customer is responsible for confirming that purchase orders have been successfully submitted through the [Website](#). Ingram will not be liable for orders that are declined, delayed, or not accepted due to disruptions with internet connections during the order process through the Website.
- 1.5 The Customer will be liable for orders placed with Ingram through the Customer's account, regardless of whether those orders were placed in accordance with the Customer's authorisation or instructions. It is the Customer's responsibility to ensure that its account is only accessed and used by authorised personnel in accordance with any limits on their authority, and safeguarded from misuse by authorised or unauthorised individuals.
- 1.6 The Website may contain links to third party' websites. The links are provided for convenience only and may not remain current or be maintained. Ingram is not responsible for the content or privacy practices associated with the links and the third party websites.

2 CUSTOMER CANCELLATION

- 2.1 Unless otherwise agreed in writing by Ingram, Customers may not cancel an order for Products which has been accepted by Ingram. If IM agrees to accept the Customer's withdrawal or the cancellation of any order such agreement will only be effected by means of letter, fax or email signed or sent by an Authorised Product Manager of IM. Customer acknowledges that for specific categories of products, there is no possibility of cancellation. Please contact your Ingram Micro representative for more information no which products are sold on a Non Cancellation basis.
- 2.2 If Ingram grants a Customer the right to cancel an order, the right must be exercised by notice in writing from the Customer to Ingram no later than twenty-four (24) hours before the estimated date of shipment by the manufacturer or Ingram (as the case may be).
- 2.3 Unless otherwise agreed between the Customer and Ingram, the Customer will forfeit any amounts it has paid to Ingram, on cancellation of any order prior to shipment.

3 PRICE

- 3.1 The price payable by the Customer to Ingram for the Products is the price as shown on the website, or as otherwise advised by Ingram. The Prices displayed on the Website are subject to change without notification. The price payable by the Customer will not be varied except by written agreement between the Customer and Ingram.
- 3.2 All prices listed on the Website exclude delivery costs and GST. Delivery costs will be shown separately on the relevant invoice.

4 SPECIFICATION

- 4.1 Features and specifications of products described or depicted on the Website are subject to change without notice.
- 4.2 All weights and dimensions of products described on the Website are approximate.

5 DELIVERY AND OWNERSHIP OF GOODS

- 5.1 Delivery times advised to Customers are estimates only. Ingram will use its best endeavours to deliver Customer orders for Products orders as soon as possible. Ingram will not be liable for any loss, or damages suffered, or incurred by Customers arising from the late delivery of the Products.
- 5.2 Ingram may make part deliveries of any Customer order, and each part delivery will constitute a separate supply of the Products to the Customer.
- 5.3 Ingram will not deliver goods to PO Box addresses unless the Customer elects to use the services of Australia Post.
- 5.4 Ingram may charge a delivery fee where an incomplete or incorrect delivery address has been provided on the Customer purchase order. Ingram will charge for each subsequent delivery attempt or return to the shipping point.

6 INSPECTION AND ACCEPTANCE

6.1 Customers must:

- 6.1.1 in the case of all Products ordered (other than software Products), inspect such Products upon delivery to Customer's premises; or
- 6.1.2 in the case of software Products, test or inspect such software Products upon those Products being delivered,
- 6.1.3 and must, within 7 days of delivery, give written notice to Ingram at PostSales@ingrammicro.com.au if the Product delivered is not the same Product that was ordered. Failing such notice and to the extent permitted by law, the Products will be deemed to have been accepted by the Customer.

7 PRODUCT AVAILABILITY

- 7.1 There may be occasions when Ingram has insufficient products to fulfil a Customer order. On such occasions, the Customer may view the estimated time of arrival listing providing to Ingram from its vendors on the Website, to ascertain when Ingram may have sufficient product stock levels to fulfil their order. Customers may also contact Ingram for further information on Product availability by calling 1300 651 124.
- 7.2 In the event that Ingram is unable to procure products ordered by a Customer within a reasonable time, Ingram notifying the Customer, may:
 - 7.2.1 cancel the relevant purchase order, if it cannot source the Products from the supplier; or
 - 7.2.2 If Ingram can source the Products from a different supplier at a different price, give the Customer the option to purchase the Products at that different price.
- 7.3 If a Product is deemed end of life, Ingram reserve the right to cancel the Customer order and will contact the Customer, and if a suitable Product is available, provide an alternative Product. In the event that a suitable alternative Product is available, a revised Customer purchase order will be required to complete the order.

8 CLEARANCE AND NON-RETURNABLE PRODUCTS

- 8.1 All Clearance or Non-Returnable Products are sold on a 'No Returns' basis as per Ingram's [Returns Policy](#). Clearance Products are either new, ex-demo, or have some minor cosmetic imperfection when sold.
- 8.2 Due to the limited stock availability of Clearance Products, neither placement of an order, nor an e-mail confirmation that Ingram has received the Customer order, guarantees fulfilment of that order. Orders are processed on a first-come, first served-basis and Ingram will be considered to have accepted the Customer order only by delivering the Products. If Ingram cannot accept the Customer order for any reason, Ingram will notify the Customer by telephone or email.

9 ALLOCATION OF STOCK

- 9.1 Ingram, will at its sole discretion, release any committed stock orders where payment is not forthcoming from the Customer.