



Application Service Provider Pty Ltd

ACN: 073 131 003

ABN: 20 073 131 003

PO Box 10213

Adelaide BC SA 5000

Telephone: +61 8 8291 5000

Facsimile: +61 8 8291 5050

apps.com.au

sales@apps.com.au

Company / Business Name

Last Name _____ First Name _____
Company Name _____
ACN _____
Business Name _____
ABN _____

Company / Business Street Address

Street _____
City _____ State _____
Post / Zip Code _____ Country _____

Company / Business Postal Address

Postal _____
City _____ State _____
Post / Zip Code _____ Country _____

Company / Business Contact Details

Telephone _____ Facsimile _____
Mobile _____ Email _____
Web Site _____

If you have any queries please contact the **asp**support team for assistance.



1. Company

- a. **Application Service Provider Pty. Ltd.**
55 Belair Road
Kingswood SA 5062

ACN: 073 131 003
ABN: 20 073 131 003

2. Business Hours

- a. **aspcentre™** Administration
Monday to Friday
9:00am to 6:00pm (CST)

Telephone: +61 8 8291 5000
Facsimile: +61 8 8291 5050

3. These Terms

- a. The following terms of engagement apply for a minimum period of twelve (12) months in any contract of supply of goods or services made between Application Service Provider ("**asp**") as supplier and you as purchaser. At the completion of the minimum contracted twelve (12) month period the services provided by **asp** will continue on mutual agreement with all terms and conditions remaining applicable.
- b. **asp** will give you fourteen (14) days written notice of any change in these terms of engagement.
- c. All contracts governed by these terms of engagement may be cancelled by you with 30 days written notice.
- d. These terms prevail over any terms put out by you, unless we agree in writing.
- e. No employee, agent or contractor of **asp** may vary or add to these terms without the prior written authority of an **asp** director.

4. Acceptance of Terms of Engagement

- a. Upon signing of this document you are under no obligation to accept the subsequently given quotation provided by **asp**.
- b. In consideration of you being provided with quotes by us, you agree to hold all quotes in trust and confidence and agree not to disclose the quote to any person, firm or corporation in any manner other than to such employees or contractors as need to know the quote information for the purposes of determining whether to enter the agreement or in performance of the agreement.

5. Acceptance of Quotation

- a. You may only accept our quotations by written purchase order in a form provided by **asp** or otherwise approved by us.
- b. A 25% deposit of the total order must accompany your purchase order.
- c. You may not cancel an order, nor delay delivery, once you accept our offer of quotation unless we agree in writing. In any event, you will forfeit your deposit if you purport to cancel within 14 days of the due delivery date.

6. Prices

- a. Prices quoted are exclusive of GST. GST is itemised separately. Installation and handling will apply unless otherwise specified in the quotation. Travel, accommodation, delivery



and freight charges will apply outside the metropolitan area and interstate unless otherwise specified in the quotation.

- b. Prices quoted are current for 30 days from the date of quotation (GST is shown separately).

7. Delivery

- a. All freight and insurance costs are borne by you. All delivery and installation times communicated to you by **asp** are estimates only. **asp** does not guarantee a particular delivery or installation date or time.
- b. You may be required to provide **asp** with evidence of appropriate insurance prior to the dispatch of the equipment.
- c. Risk in the equipment passes from **asp** to you on the dispatch of the equipment from **asp**.
- d. **asp** will not take responsibility for damaged or lost items during transit.
- e. **asp** will not take responsibility for business disruptions for late courier deliveries.

8. Title

- a. **asp** retains all proprietary title in the equipment until such time that the purchase price and all other monies outstanding to **asp** on any account has been paid in full.
- b. Until payment for all invoices and outstanding amounts are receipted by **asp**, you agree to hold our equipment for us as Lienee and **asp** will remain the owner. **asp** requires that until payment for all invoices and outstanding amounts are receipted that you are to store those goods in a way that they can be identified as our goods.

9. Payment

a. Services

- i. All payments for the period of the contract will be made on a monthly basis prior to the commencement of access and paid within 14 days of invoice date less any prepayments or deposits that may have been made prior, unless otherwise agreed by **asp** in writing.
- ii. You may not deduct from the price any set off, counterclaim or other sum unless we agree in writing. If payment is overdue, we may charge you an account keeping fee of \$10.00 ex GST per month until your account is brought within trading terms. We may also charge you interest at our banker's highest current overdraft interest rate from the date of default until we receive payment and cancel or suspend delivery of other equipment, services or training yet to be delivered to you (including withdrawal of service usage rights) with recommencement of services based on the account being brought up to date.
- iii. We reserve the right to instigate proceedings against you and arrange debt collection if you are in default of these payment terms.

b. Goods

- i. Unless otherwise agreed by **asp** in writing, the quoted price for all goods, less any deposits that may have been applied prior, must be paid on delivery. A final invoice will be provided on delivery.



- ii. If payment is overdue, we may charge you an account keeping fee of \$10.00 ex GST per month until your account is brought within trading terms. We may also charge you interest at our banker's highest current overdraft interest rate from the date of default until we receive payment. Alternatively, in the case of default, we may retake possession of the goods concerned and then credit you our estimated re-sale value of those goods less our costs.
- iii. We reserve the right to instigate proceedings against you and arrange debt collection if you are in default of these payment terms.

10. Banking Details

- a. Application Service Provider Pty. Ltd.
Commonwealth Bank of Australia

Branch No: 06 5000
Account No: 1118 6868

- b. A stamped bank receipt or electronic payment advice is required by **asp** as proof of Direct Deposit and is to be faxed or emailed to the **aspcentre™**

Facsimile: +61 8 8291 5050
Email: accounts@apps.com.au

11. Warranty and Support

- a. Warranties will not be processed unless a valid invoice is shown as proof of purchase, and all appropriate packaging and software is included.
- b. All items carry their respective manufacturer's warranties, unless an extended warranty plan has been purchased.
- c. Faulty parts will be replaced if returned within seven (7) days after delivery if the said parts are available. Should the faulty parts be returned after seven (7) days then you should allow fourteen (14) days from the date of return for repair or replacement if the said parts are available.
- d. On-Site Warranty repairs occur at your premises; all other warranties are to be returned to the **aspcentre™**.
- e. In the event the goods are found to not be faulty, appropriate costs will be charged.
- f. Where allowed by law, our liability for breach of a condition or warranty of supply is limited to:
 - i. In the case of goods:
 1. The replacement of the goods or the supply of equivalent goods;
 2. The repair of the goods;
 3. The payment of the cost of replacing the goods or of acquiring equivalent goods; or
 4. The payment of the cost of having the goods repaired.
 - ii. In the case of services:
 1. The supplying of the services again; or
 2. The payment of the cost of having the services supplied again.
 3. as we may decide.



- g. We do not give any other warranty or condition of our supply.
- h. Warranty does not apply to damage from accident, misuse, abuse or neglect, wear or tear, or if goods are tampered with, altered or repaired by unauthorised persons.
- i. Warranty does not apply if product is operated outside the manufacturers specifications.

12. Our Remedies

- a. If you breach any terms of this contract with us, or if you are an individual and become bankrupt or a company that becomes insolvent or under administration under the Corporations Law, we may (in addition to our other rights) suspend or terminate any other contract with you by giving written notice to you. You are still to pay us for equipment or services already delivered under the contract in question.

13. Jurisdiction

- a. A contract of supply is governed by the laws in force in South Australia.

14. Severance

- a. Should any clause of this agreement be invalid due to the operation of mandatory legislations or rules of law then the clause should read down to the extent allowed by law. Should a clause become totally invalid due to the above reason then the clause should be severed so as not to invalidate the entire contract.
- b. Should the terms of this agreement with **asp** be severed by you or your company before the completion of the initial contracted agreement, a charge equivalent to a period of 4 (four) months of agreed upon fees will be applicable per 12 month contracted period.

15. Disclaimer

- a. **asp** provides support for all **asp** related matters and solutions as part of the on going subscription to and contract with **asp**. Applications owned and created by software companies not directly partnered with **asp** have their own support protocols and those protocols are to be utilised by **asp** clients if application support is needed. Support of applications provided by software partners to **asp** will be determined by the agreements in place between **asp** and the organisation in question.
- b. Application support for products created by **asp** will have the standard contracted support structure that is part of the on going subscription to and contract with **asp**.
- c. **asp** has the redundancies in place to maintain operation for extended periods without utility support. **asp** is not responsible for utility or communication provider's service faults, disputes and related problems.



Company Agreement

I / We, of _____ have read, understood and agree upon the terms and conditions as set out in this document.

I am authorised by the above company to enter into a contract with Application Service Provider in accordance with the terms and conditions as set out in this document.

Name _____

Signed _____

Date / / _____

Witness _____

Signed _____

Date / / _____

Office Use Only:

Date / / _____

Sales Person:

Quotation No. _____