

1. Definitions

For the purpose of this agreement, the service provider is The Trustee for The ABL IT Unit Trust ABN 66 776 296 718 trading as ABL IT Business IT Specialists and referred to as ABL IT.

THE CLIENT - is the business referred to on the Quotation.

QUOTATION - ABL IT's estimate for Goods & Services.

GOODS - the products documented in ABL IT's Quotation.

SERVICES - the services documented in ABL IT's Quotation.

2. Quotation

ABL IT will provide the Client with a Quotation outlining the work to be undertaken, requested by the client and an estimate of ABL IT's fees.

2.1 Acceptance

Where ABL IT has given the Client a Quotation:

- a) A Quotation is valid for 14 days.
- b) ABL IT will not commence work until the Quotation has been accepted in writing and returned to ABL IT by the Client;
- c) The client accepts the Quotation based on details on the Quotation; and accompanying agreement (if attached) and nothing more.

2.2 Cancellation

The Client shall compensate ABL IT for any costs, expenses or losses experienced by ABL IT should the client cancel an accepted Quotation. Cancellation must be provided in writing to ABL IT and payment for services provided up to the date of cancellation within 7 days from the cancellation.

3. Client Acknowledgement

The Client must provide timely information when requested by ABL IT to ensure the services are delivered within agreed timeframes.

4. Amendments

Any variation of work and expenses outside the agreed scope of services in the Quotation must be approved by the Client in writing prior to work commencing. ABL IT may amend the Quotation before the Services have been completed to account for any cost change of performing the Services.

5. Delivery

Delivery of Goods will be made to the client by ABL IT or ABL IT's chosen courier. Upon delivery of the Goods to the Client, the client accepts the risk in the Goods.

6. Issues

Upon delivery of goods and services the Client will inspect and within 24 hours of receipt of goods or 7 days of receipt of services the Client is to notify ABL IT of any issues. The client shall provide ABL IT time to inspect the goods and services within a reasonable timeframe. If the client fails to allow goods and services to be inspected they shall be proved to be in accordance with these terms and conditions and free from any issues.

7. Intellectual Property

The content and work produced by ABL IT are the property of ABL IT. The client will not distribute any plans or instructions belonging to ABL IT and the Client protects ABL IT against claims arising from the infringement of any intellectual property.

8. Price & Payment

Fees quoted by ABL IT are subject to change without notice. All Prices include GST. Unless otherwise agreed, ABL IT will issue invoices to the Client upon supply of services. The client must pay ABL IT the invoices in full within the due date on the invoice. ABL IT will require a deposit from the Client, if specified in Quotation/ Tax Invoice. Failure to pay on time may result in interest being charged. The client must pay ABL IT any expenses or losses experienced by ABL IT, as a result of the client's failure to pay outstanding monies by the due date, including debt collection and legal costs.

9. Title

Title in Goods provided by ABL IT to the Client passes upon payment in full by the Client for the Goods and Services, regardless of whether the Goods are on-sold by the Client, this includes all monies owing for any invoice issued by ABL IT.

9.1 Bailment

The client acknowledges that it is in possession of the Goods as Bailee until payment of all invoices for the goods is made in full. The client is not entitled to transfer or sell the goods. The client shall exercise due care for safekeeping be fully responsible for any loss or damage to the goods following delivery of the goods to the client.

9.2 Clients Property

Client property held by ABL IT is at the Clients own risk.

9.3 Repossession

ABL IT has the right to remove goods from the client should the client fail to pay for the goods and services upon the due date specified on the invoice. ABL IT shall not be liable to the client or any other party claiming through the Client. ABL IT shall be entitled to retain the proceeds of any goods sold and apply them to the Clients debt to ABL IT. If the client commits to bankruptcy, administration, liquidation, makes arrangement with creditors, ceases to carry on business or breaches the clauses in this agreement, then ABL IT may repossess any goods delivered to the client which has not been paid in accordance with these terms and conditions and commence proceedings to recover the balance of any invoices owing to ABL IT by the client.

10. Warranty

ABL IT gives warranties implied by consumer protection legislation in relation to the Goods. ABL IT reserves the right to void the warranty should the goods be damaged, mistreated, altered other than its original purpose. ABL IT is not liable to the Client for any delay in replacing the Goods or in properly assessing the Client's claim.

11. Liability

11.1 Indirect Losses

ABL IT is not liable to make payment to the Client for any costs, expenses, special, indirect or consequential loss of profit, revenue, saving, contracts, claims arising caused by ABL IT's failure to complete or delay in completing the services or goods.

11.2 Disclaimer

ABL IT disclaims all rights remedies, guarantees, conditions and warranties in respect to goods and services conferred on the Client, by statute, common law, or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than and Non-Excludable Rights. To the extent permitted by law, the liability of ABL IT for a breach of a Non-Excludable Right is limited, at ABL IT's option, to the supplying of goods and/or any Services again or payment of the cost of having the Goods and/or Services supplied again.

11.3 Force Majeure

ABL IT will have no liability to the Client in relation to any loss, damage or expense caused by ABL IT failure to complete the Services or to deliver the Goods as result of natural or man-made disaster, unavailability of goods or any other matter beyond ABL IT's control.

12. Privacy

All client information will remain confidential and only accessible by client staff. ABL IT may at times access data to run periodical checks on the storage devices. ABL IT will not collect distribute or sell any client information or data. The client must not attempt to access any data on the server that does not belong to them. Any attempt to breach ABL IT server security is strictly forbidden and will result in the cancellation of service.

13. Severance

If any provisions in these terms and conditions are invalid or unenforceable in any jurisdiction must be reduced for the purposes of that jurisdiction so they can be valid and enforceable. If the provision cannot be reduced, it is able to be severed to the extent without affecting the remaining provisions of these terms and conditions or affecting the validity or enforceability of provisions in any other jurisdiction.

14. Governing Law & Jurisdiction

These terms and conditions are governed by the laws of Queensland. The parties will submit to the non-exclusive jurisdiction of the courts of Queensland.