

# **Quotation Acceptance Form V2.0** effective 01/01/2010

Please initial each page of the quote acceptance, sign and fax back. Thank you

### 1. GST

All rates, charges, expenses etc. in this document are GST exclusive unless otherwise stated.

## 2. ORDER ACCEPTANCE

- All orders must be in writing and accompanied by a signed copy of this agreement and must initial each page and fax back to 1300 556 448
- before we can commence your order.
  The Quotation is valid for 7 days, unless extended in writing by PC Link
- Professionals. The Quotation can only be accepted by a person duly authorised by the company to bind the Client and to sign on its behalf.

  I/We hereby confirm that the enclosed proposal by PC Link Professionals has/have been provided to us as per our instructions and to our satisfaction and has/have been agreed to I (being the signatory overleaf) is authorised to sign on behalf of the
- Company/Business overleaf and will be held personally liable for the settlement of the full payment for this invoice
- I/We agree have read and agreed to the Terms and Condition of PC Lin

# 3. WORKING HOURS

- The Quoted Price is based on all services being performed during the hours of 8.30am and 5.30pm Monday to Friday (excluding public holidays). Services provided outside these hours at the request of the client will be subject to increased rates which will be added to the quoted price unless indicated on our proposal. The client will be advised before commencing any work
- Most project implementations are done at the time suitable by the client and can include after working hours/weekends at no additional cost to ensure business operations are not interrupted.

# 4. PAYMENT

On-Site, Phone & Remote Service: Payment is required in full at job completion unless you have an approved credit account with PC Link

Supply Only: Payment is required in full prior to delivery.

<u>Supply & Installation</u>: Payment of 80% is required upon acceptance and a prepaid cheque or auto direct debit authority for the balance, due on job

<u>Domain Name:</u> All domain name purchases must be paid in full prior to registration and once order is placed with the Domain Registration Authority body it can't be changed, modified nor cancelled

<u>Web Hosting</u>: Web Hosting is usually billed 2 years in advance and subject to refund with a prior notice of thirty (30) days in advance.

Web Site Design: Payment of 80% is required upon acceptance and a n auto direct debit authority for the balance, due on job completion.

Payment of approved credit accounts: You are bounded with our

standard terms and conditions in additional to our PC Link Domain & Web Policy available at our website.

# **General Payment Clause**

- (applies to the above payment clause #4))

  PC Link Professionals honors most credit cards, Auto Direct Debit, & EFT
- PC Link Professionals places a 2.2% credit charge on credit card
   PC Link Professionals places a 2.2% credit charge on credit card payments made by master card or visa & 4.4% for American Express purchases. A minimum fee of \$2.00 applies
- Payments made after the due date of an invoice attract administration fee of \$11.00 per invoice. A further charge of 2% per month or \$5 (whatever is greater) after the invoice due date.
- Other late payment fees will be passed on from services we purchase on your behalf (ex: hosting, domain names, licenses renewals, etc)
- The business/company owner(s) unconditionally personally guarantee the owing monies and acts as a direct guarantor to any monies owing on the account in case of liquidation, bankrupt, change of owners or similar. PC Link Professionals is not obliged to make a claim against all the Guarantors
- Unsettled accounts after 30 days will incur debit collection, legal. Administration fees which will be added to the original amount.
- Unsettled accounts after 30 days will incur debit collection, legal, Administration fees which will be added to the original amount.

- If payment for any goods is overdue, or the client enters in a bankruptcy, liquidation, change of ownership (but not limited to). PC Link Professionals is entitled, without prejudice, to any of the other rights and remedies to repossess the goods and to enter into any premises upon which the goods supplied are stored, without notice, for this purpose.
- Title of the goods supplied by PC Link Professionals to the applicant shall not pass until all monies have been paid. This is a Rent-to-Buy until

## 5. CREDIT REQUEST

Should you require credit from us, we require that you complete a Credit Application form. Please allow up to 5 days for processing.

Should you choose not to apply for credit, a payment of 80% is required upfront with a direct debit authority form to authorize the reminder 20% due upon delivery.

Please ask us for a copy a credit application form

# 6. AVAILABILITY

Product availability confirmed on receipt of order.

### 7. DELIVERY

While PC Link Professionals will endeavour to effect delivery of the goods on dates required by the Client, PC Link Professionals shall not incur any liability of any nature arising from delays in delivery arising from any cause beyond PC Link Professionals control.

- Freight and labour (if applicable) to be pre-paid by the Client.
- Special customer orders cannot be returned or cancelled.
- No refund or Exchange once order has been confirmed with customers & order has been placed with our suppliers.
- Products is fully refundable if customer did not agree to changes due to
- stock shortage or unavailability Software purchased can't be returned.

## 9. WARRANTY

Hardware

- Components sold by PC Link Professionals carry 12 month return to manufacture warranty (unless indicated by writing). warranty/repairs are available at our standard onsite rates.
- Warranty covers Hardware & Manufactures faults Only. Charges will apply for all but not limited to User related errors, software corruptions,
- viruses, tampering with settings and all similar causes. Warranty will not cover dishonored products, or products been damaged due to (but not limited to) insects, power surge, misuse or been physically damaged, tampered with, or Warranty expired or
- Proof of purchase must be presented for all warranty claims
- Additional/Extended warranty period offered by manufactures must be taken up directly with manufactures
- If a product is found to be faulty, you must notify us in writing. We will assist in logging a warranty claim with the manufacture on your behalf, however you may need to send your equipment to manufacture for repairs. This is outside our control and you are binded to the manufactures warranty handling procedures.
- If applicable; On-Site Warranty covers hardware manufactures faults only. Software corruption, User errors/faults, power surge and other related problems will be charged at our standard rates

# Other Hardware

- LCD monitors purchased or repaired by PC Link are bounded by manufactures specific terms and conditions. LCD Repaired by PC Link carries 6 month limited warranty

No Warranty is provided for any software purchased from us. All software support must be taken by the software manufacture. Any support provided by PC Link will be billable

- Data, Audio & CCTV Cabling

  12 Month warranty applies on any data cabling work performed
- Warranty does not cover damaged cabling/sockets due to (but not limited to) the work environment, damage by other work performed on the site not by us, and/or damage caused by insects/animals/oils and the
- If client requested PC Link Professionals to attend onsite due to cabling problem and no fault found, the client will be liable to our standard hourly rate + call out fee
- Client must provide a detailed plan detailing hidden pipes before commissioning any work. If not available PC Link will take at most care, however we will not be held responsible for any damages.

Domain Name, Web Site Design and hosting

Vou are bounded with our standard terms and conditions in additional to our PC Link Domain & Web Policy available at our website.

# Data Recovery

Most Data Recovery jobs will incur a \$150.00 diagnostic fee to determine if data is recoverable, plus a quote for the actual data recovery

# 10. AGREEMENT AS TO SERVICE

Date	1	/	Initial

PC Link Professionals may require you to sign an "Acceptance of Service" form upon completion of the work by us, and all necessary testing to your satisfaction.

Should any faults or problems arise from the service provided as a direct result of the work done by us, we shall undertake to repair the problem. Should repairs be required which have not arisen as a direct result of our service to you, a further bill of costs will be incurred.

## 10. Service Warranty

- Any claims regarding goods or service supplied by PC Link Professionals to the client shall be made in writing to PC Link Professionals within  $% \left\{ 1,2,\ldots ,n\right\}$ seven (7) days of receipt by the client.
- Failure to make a claim in such time shall result in the goods/service being deemed to have been accepted by the client as being satisfactory.
- Should any faults or problems arise from the service provided as a direct result of the work done by us, we shall undertake to repair the problem. Should repairs be required which have not arisen as a direct result of our service to you, a further bill of costs will be incurred.

### 11. CONFIDENTIALITY

All trade or professional secrets or other factual information supplied by the Client to the Supplier and/or the Supplier or of which the Supplier and/or the Supplier become aware in the course of providing the Services shall remain the property of the Client and/or any of its related or affiliated companies. The Supplier and the Consultant agree that they shall not disclose to any person any secret or confidential information or methods of working of which they may become aware during the provision of the Services. The parties shall continue to be bound under this clause notwithstanding

## 12. INTELLECTUAL PROPERTY

PC Link Professionals hereby assigns to the Client of all copyright in all works eligible for copyright and made for the express purpose of providing the Services, of which copyright the Supplier, and/or the Supplier has or may become the owner, whether alone or with others whilst working on

### 13. INDEMNITY

The Client agrees on the part of PC Link Professionals, to release, hold harmless and indemnify, PC Link Professionals from and against all liabilities, claims, damages, and costs of whatever nature, which may accrue against or be suffered by the Client arising out of hardware failure or service, unless caused by willful misconduct of PC Link Professionals or any of its agents or employees acting within the scope of their

Provided that nothing in this Agreement is intended to limit or exclude any warranties implied by the Trade Practices Act, including the warranty that the services will be rendered with due care and skill.

Users are responsible to backup their data. We can help to achieve the backup for you but it is not our responsibility for any type of loss or damage to your data caused directly/indirectly by us.

# 14. PROMISES BY PC LINK PROFESSIONALS

PC Link Professionals promises that the Services will be provided:

- in a timely and professional manner;
- to the standard of expertise that PC Link has represented to the (b)
- in accordance with the reasonable instructions of the Client; by persons who have the necessary skill and experience to perform (d) the Services; and
- with proper care, skill and diligence.

The terms and conditions of this Noare accepted bys (Please Print Clearly)	agreement	for	Quote
Signature	-		
Full Name	-		
Position Held	-		
Date: (DD/MM/YYYY) Authorised to sign on behalf of	=		
(Registered Company Name)	-		
(ABN Number)	-		
(Registered Company Address)	-		
(Directors (1) Full Name)	-		
(Directors (2) Full Name) – if applicable			