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## **PROFESSIONAL OUTSOURCE SOLUTIONS TERMS AND CONDITIONS (ABN 21116 734 699)**

The following terms and conditions apply to all goods purchased via the web from Professional Outsource Solutions.

### **DEFINITIONS OF TERMS:**

- a. "Customer" – means that the purchaser of the Goods is a person, business or company.
- b. "Goods" (including Software and Services) – means any products supplied to a Customer via Professional Outsource Solutions or its authorised agent.

### **ORDERS AND DELIVERIES**

- i. All orders placed through Professional Outsource Solutions are subject to confirmation and acceptance by Professional Outsource Solutions and McMillan Shakespeare Australia Pty Ltd.
- ii. Professional Outsource Solutions may vary prices, in the event of price changes or mistakes made by suppliers on reasonable prior notice to the customer. If Professional Outsource Solutions requests payment for increased prices, the customer may cancel the order by giving notice to Professional Outsource Solutions and McMillan Shakespeare Australia Pty Ltd within 5 working days of the announcement of the increase.
- iii. A Courier authorised by Professional Outsource Solutions will deliver the goods to the Customer to the address specified in the order, within the agreed time frame, subject to availability. Where the Goods are not available Professional Outsource Solutions will notify the customer as soon as possible.
- iv. There must be either the Customer or Customer's authorised agent to take receipt of goods. A valid signature required on receipt of goods.
- v. Delivery times advised are estimates and Professional Outsource Solutions will not be liable for any loss, damage or delay incurred by the Customer. Unless other arrangements have been made, Professional Outsource Solutions will make part-deliveries, if, at placement of order, only some of the stock is available.
- vi. When placing an order via Professional Outsource Solutions, we require a physical street address to expedite your delivery. Please also provide a land-line phone number. Delivery cannot be made to a Post Office Box.

## **PAYMENT**

The price of all Goods to the Customer will be Professional Outsource Solutions' quoted price on invoice. This is the final price quoted on invoice and is inclusive of goods, taxes, surcharges, shipping costs, agent's charges, customs tax, sales tax, excise tax, stamp duty governmental charges, fees, levy or impost. Customers are advised our prices are regularly updated on Professional Outsource Solutions, but are subject to change without notice.

## **INSPECTION, ACCEPTANCE, OWNERSHIP**

Upon delivery it is the Customer's responsibility to inspect all Goods.

- i. It is the Customer's responsibility to test or inspect software upon the purchased software being authorised by Professional Outsource Solutions for downloading by the Customer, and must, within 5 working days of delivery or downloading (as the case may be) inform Professional Outsource Solutions of any fault or defect with said software.
- ii. Once the Goods are delivered to the Customer and payment received, ownership will transfer to the Customer, and any responsibility of loss, theft or damage therein.
- iii. Until such time as payment is made to Professional Outsource Solutions the goods will remain the absolute property of Professional Outsource Solutions. Title of software remains with Professional Outsource Solutions and/or the applicable third party licensor(s) at all times.

## **CANCELLATION OF ORDERS**

To cancel orders an administration fee of \$25 is applicable, the remainder of the outstanding amount will be reimbursed by cheque or credit card refund.

## **GOODS, RETURNS AND REFUNDS**

Any Goods delivered damaged (in transit), defective or incorrectly ordered, (up to 5 working days from the date of purchase) to a Customer are considered DOA (Dead on Arrival). Restocking fees may apply to items ordered incorrectly.

- i. In the case of DOA Goods, Professional Outsource Solutions must be notified, either by phone, e-mail or in-writing, advising:
  - a. Date of purchase
  - b. Invoice number
  - c. Serial number of the goods
  - d. Description of fault, defect.
- ii. A Returns Authorisation Number (RA) will be issued by Professional Outsource Solutions and must accompany all relevant paperwork. Any refunds will not be paid until such time as goods returned have been receipted in our warehouse and inspected.
- iii. Refunds will not be paid on goods that have been opened, damaged or soiled.
- iv. The RA number should be clearly written on an adhesive label and placed prominently on the outside of the shipping carton. We request that our Customer's do not write directly on the carton, but use the adhesive label. If the authorised RA number cannot be identified the Goods will be returned immediately at the Customer's expense.

- v. Arrangements will be made to have the goods returned to either the Professional Outsource Solutions warehouse or its authorised agent.
- vi. Professional Outsource Solutions will credit or replace the goods within 10 working days of its receipt (exceptions to this may occur due to circumstances beyond Professional Outsource Solutions' control).
- vii. Professional Outsource Solutions will not be liable for any damage or defects to Goods that have been caused by a customer through improper storage, warehousing or transport, or by neglect, abuse or improper use, installation, or maintenance of unauthorised repair.

NOTE: Some items on Professional Outsource Solutions will be clearly marked "Not Returnable" this means that the item cannot be returned if unwanted or ordered incorrectly (unless it is not working on arrival).

## **PROFESSIONAL OUTSOURCE SOLUTIONS PRIVACY AND SECURITY POLICY**

Professional Outsource Solutions is committed to protecting our Customer's right to their privacy. Therefore, information received from our Customer is used primarily to expedite orders and provide a faster and more efficient service.

### **INFORMATION USAGE AND CUSTOMER PROTECTION**

- i. Customer's name, e-mail address and delivery address are required to comply with and confirm orders.
- ii. On occasion, Professional Outsource Solutions may use an Industry standard technology called a "Cookie" to collect information about how our Customers use our site. This information is collected to help Professional Outsource Solutions serve our Customers more efficiently and the information gained is not used by any third party.
- iii. If agreed to by our Customer we keep you notified via Professional Outsource Solutions and your email address of the latest IT information, upgrades new technology and advancements in the IT industry.
- iv. Customer's placing orders or accessing their account can be secure in the knowledge that Professional Outsource Solutions encrypts all information via SSL (Secure Service Software).
- v. Professional Outsource Solutions will exchange with McMillan Shakespeare Australia Pty Ltd your personal information to assess your eligibility to participate in (and in order to process your application for salary packaging) under the Techselect Program.
- vi. Professional Outsource Solutions does not sell exchange, rent or trade any Customer information to third parties other than as noted in section v.
- vii. Professional Outsource Solutions uses confidential information from the Customer solely for the purpose of the Sales Contract
- viii. Professional Outsource Solutions complies with the National Privacy Principles and the Privacy Act 1998. Any and all information collected at this site will be kept strictly confidential.
- ix. Professional Outsource Solutions uses a unique identifier based on your e-mail address and a password, you complete when placing your order including delivery address and contact details.

### **SECURE COMMUNICATION VIA PROFESSIONAL OUTSOURCE SOLUTIONS**

All transactions on Professional Outsource Solutions are encrypted using the SSL (Secure Socket Layer) encryption system. SSL codes information transferred between our Customer and the server and scrambles this information to any person/persons attempting to intercept this information.

Agents or contractors of Professional Outsource Solutions who have access to your personal details and company information are required to keep the information confidential and not use it for any purpose other than to carry out the services they have been asked to perform on behalf of Professional Outsource Solutions.

## CONSENT TO PROFESSIONAL OUTSOURCE SOLUTIONS BY OUR CUSTOMER

When using Professional Outsource Solutions the Customer consents to the gathering and usage of information provided by them. Should, at any stage, Professional Outsource Solutions make changes to its Privacy Policy, notification will be placed on our web site to keep our Customer's constantly informed. If you have any further queries regarding Professional Outsource Solutions Privacy and Security Policy please contact our office.

## HOW TO PREPARE A QUOTE

1. You will need to login before you can create a quote or use a basket. To login in now click here.
2. Add the products you require a quote for to your basket. This can be done by clicking the basket icon when you have highlighted a product from a category list or by clicking the "Add" button when you have a product detail screen open.
3. Click the "My Basket" menu item at the top of the screen and click the "Quote" button.
4. You will now be required to select the delivery address or add a new delivery address so that freight can be calculated.
5. The quote will be displayed and can be printed using the print option in your browser. When you have finished viewing the quote, simply close the quote window.

**Note: From the "Your Basket" page you can save your basket so you can easily order the quote at a later date**

## Vendor Warranty and Technical Support

Professional Outsource Solutions acts purely as a reseller of IT equipment. For any pre or post sales support please contact the respective vendors on the following numbers.

Tech Support		Warranty	
3Com	1800 678 515	3Com	1800 628 324
Acer	02 8762 3112	Adaptec	02 8875 7874
Adobe	1300 550 205	Alloy Computer Products	1800 817 807
APC	1800 652 725	APC	1800 652 725
Belkin	1800 666 040	Asustek	1300 799 833
Belkin Pre Sales Support	1800 BELKIN (235 546)	Canon	VIC 03 9881 0000 QLD 07 3214 6000 NSW 02 9805 2000 WA 08 9347 2222
Linksys Pre & Post sales support	1800 208 229	Cisco	1800 805 227
D-Link	1300 766 868	Compaq Warranty	1300 368 369
Epson	02 9903 9000 1300 361 054	D-Link	1800 177 100
Fuji Xerox	1800 811 177	Epson	1300 361 054
Hewlett Packard	1300 305 018	Fujitsu	1800 226 347
Iomega	02 8223 9140	Fuji Xerox Phaser	1800 811 177
Kodak	1800 267 588	Hewlett Packard Warranty	1300 368 369
Konica Minolta	1800 456 999	Hitachi	1800 032 689
Kyocera-Mita	1300 368 885	IBM Warranty	1300 130 416
Lexmark	1300 362 192	Intel	1800 649 931
Palm	1800 350 535	Iomega	02 8223 9140
Microsoft Licensing Hotline	13 20 58	Kodak	1800 147 701
NEC	02 9313 0066	Kyocera	1300 368 885
Netcom	1300 365 793 (outside Sydney) 02 9424 2070 (Sydney)	Lexmark Warranty	1300 362 192
Netgear Pre sales support	1800 502 061	LGE	1800 643 156
Nokia Customer Helpline	1300 366 733		
SONY Support	1300 13-SONY 02 9887		

	6611(Sydney)	Logitech	02 8850 1192
	07 3334 4028	NEC	131 632
	(Brisbane)	Netcomm	02 9424 2070
	03 9264 0325	Netgear Post Sales support	1800 787 638
	(Melbourne)	Nokia Care	133 501
Toshiba Sales Centre	13 30 70	OKI Warranty	1800 807 472 (option 1)
Transcend	1300 368 348	Palm	1800 628 324
Veertbatim	03 9823 0999	Philips	1300 363 391
		Philips Monitor Repairs	07 3391 0377
		Primera	03 9585 8383
		Samsung Monitor Warranty	1300 362 603
		Sony Warranty	1300 137 669
		Targus	02 9808 7575
		Toshiba Warranty	1800 880 092
		Veritas	1800 365 510
		ViewSonic Warranty	1800 880 818
		Wyse Warranty	1300 133 315

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