

Service Policy

As an important customer of Abacus ALS, we are providing you with our service and supply policy. We hope that this information is of value to you and will assist in the development of a mutually beneficial relationship between our organisations.

Placing a purchase order on Abacus ALS indicates awareness and acceptance of these terms. Abacus ALS retains the right of refusal to trade with any organisation not willing to accept these terms.

PURCHASE ORDERS

- Purchase orders indicating a valid purchase order number may be placed by fax, post or e-mail. On receipt of a purchase order Abacus ALS agrees to provide the product as specified within a reasonable time frame. Anticipated extended delays in supply will be notified to the customer in writing.
- Abacus ALS will accept cancellation of a customer order provided that the cancellation is advised prior to the goods being ordered from our supplier, or in the case of items available ex-stock, prior to the goods being shipped from our warehouse. Refer to Crediting and Returning Goods for orders that have already been ordered or shipped.

SUPPLY DETAILS

- Deliveries will be made by priority courier service. Products will be transported with appropriate conditions as defined by the manufacturer. Goods will not be replaced due to late arrival unless the integrity of the product can be demonstrated to have been compromised during transport.
- Abacus ALS will replace any product that has performed below expected levels, as defined and agreed to by the manufacturer, supplier and customer in consultation.
- Goods purchased from Abacus ALS may only be used for their intended purpose, as outlined in the relevant package insert or instruction for use or detailed on the manufacturer's web site. Any alternative use is at the customer's own risk and Abacus ALS shall not be liable for replacement of product or consequential loss or damage.
- Goods are the responsibility of the customer once receipt is acknowledged. Any concern or issue regarding the product must be notified to Abacus ALS within 24 hours of receipt of goods.
- Risk in the Goods will pass to the customer upon delivery to the customer's nominated address or upon collection by the customer.
- The customer is responsible for any freight charges in relation to any orders. Products shipped to complete orders previously part-supplied will be delivered free into store.

INVOICING & PAYMENTS

- The customer must pay for the Goods in full within 30 days from date of invoice.
- Title in the Goods supplied by Abacus ALS does not pass to the customer until:
 - In respect of the Goods listed on an invoice given to the customer, the invoice has been paid for in full;
 - The Goods and all other goods supplied by Abacus ALS to the customer have been paid for in full; and
 - Any money owing to Abacus ALS by the customer has been paid by the customer and received by Abacus ALS in full.

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- Until title in the Goods passes to the customer:
 - The customer agrees that property and title in the Goods will not pass to the customer and
 - Abacus ALS retains legal and equitable title in the Goods supplied and not yet sold; and
 - If the customer resells the Goods, it does so as trustee, fiduciary, agent and bailee for Abacus ALS only.
- The customer will hold any money it receives ('Proceeds') from the sale of any property into which Goods supplied by Abacus ALS have been incorporated into or for the sale of Goods generally that Abacus ALS has supplied to the customer, as bailee, fiduciary, agent and trustee for Abacus ALS.
- To avoid any doubt, the customer acknowledges that Abacus ALS's interest in the Goods and the Proceeds is a Purchase Money Security Interest (as defined in section 10 of the Personal Properties Securities Act 2009 (PPSA)).
- Statements will be issued upon request.
- Any customer accounts with invoices outstanding greater than 60 days may be placed on credit hold. Abacus ALS will not supply goods until such time as the account is brought up to date.
- Payments can be made by cheque, credit card (Mastercard or Visa) or EFT to our account. Details available on request.

PERSONAL PROPERTIES SECURITY ACT (PPSA)

- Except for the term 'Goods' (which means the goods supplied by Abacus ALS to the customer under these terms), all terms capitalised in this clause take their meaning as defined in the PPSA.
- The customer acknowledges and agrees that these terms constitute a Security Agreement and create a Security Interest (which is a Purchase Money Security Interest) in the Goods (both current and future) supplied by Abacus ALS to the customer and the Proceeds from any sale of the Goods.
- The customer agrees to implement, maintain and comply in all material respects with procedures for perfecting Abacus ALS's Security Interests that arises under these terms.
- The customer must do all things necessary to assist Abacus ALS to continuously perfect any Security Interest arising under these terms, including signing any documents or providing any information that Abacus ALS reasonably requests for the purposes of protecting its interest under the PPSA.
- Until title passes from Abacus ALS to the customer, the customer will not or will not permit any Security Interest to be created in the Goods without Abacus ALS's consent.
- If any Goods supplied by Abacus ALS to the customer are Commingled, Abacus ALS will have a Security Interest in those commingled goods.
- The customer waives the right to receive a copy of the Verification Statement confirming registration of a financing statement or financing change statement relating to any Security Interest under these terms.
- Everything which the customer is required to do under these terms is to be done at the customer's expense and the customer agrees to reimburse Abacus ALS for any costs including any expenses incurred by Abacus ALS in registering or removing a financing statement or financing change statement on the Register.
- The customer must not lodge or permit the lodgement of a financing change statement or an Amendment Demand in respect of the Goods without Abacus ALS's consent.
- The customer must immediately notify Abacus ALS in writing of any change in the customer's name or in the description of the Goods.
- To the maximum extent permitted by the PPSA:

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- Abacus ALS does not have to file a notice to the customer of any action it takes in accordance with sections 95 or 121 (4) of the PPSA;
- Abacus ALS does not have to give a notice under section 130 of the PPSA;
- Abacus ALS does not have to give the details required under section 132(3) (d) of the PPSA;
- Abacus ALS does not have to give a written statement of account under section 132(4) of the PPSA;
- Abacus ALS does not have to give a notice required under section 135 of the PPSA
- No person can redeem a Security Interest in the Goods under section 142 of the PPSA without Abacus ALS's consent; and
- No person may reinstate the Security Agreement under section 143 of the PPSA without Abacus ALS's consent; and
- For the purposes of section 275(6) of the PPSA, the customer must keep confidential any information relating to these terms which is in the nature of information which an interested person could access under section 275(1) of the PPSA.

CREDITING & RETURNING GOODS

- Abacus ALS may refuse to accept returned goods where the customer has placed a written order or provided a purchase order number for goods and has not advised the supplier of cancellation of this order.
- Abacus ALS may refuse to accept returned goods where the customer has a standing order in place and goods have been provided in accordance with the terms of this agreement. Written advice through submission of a Modification to Standing Order* form is required from the customer in order to change or cancel a standing order.
- Abacus ALS may refuse to accept returned goods where the customer has not agreed to accept payment of the original freight and/or restocking fee as outlined in the Credit Authority form*.
- In all instances, goods returned must be in accordance with the requirements as detailed in the Credit Authority form*.

Abacus ALS thanks you for your ongoing business. We appreciate your assistance in helping us to provide you with the best possible service. Please do not hesitate to contact me personally to discuss these details or any comments that you may have regarding our service or products.

Best Regards

Shayne Christensen
Chief Executive Officer

* Forms are available on request from Abacus ALS
Last reviewed 14/01/2014