OEM TECHNOLOGY SOLUTIONS PTY LTD (INCORPORATING DOMINION ELECTRONICS) | ABN 40 113 389 852
UNIT 13, 82 RESERVE ROAD, ARTARMON NSW 2064 AUSTRALIA | TEL: + 61 2 9966 9424 | FAX: + 61 2 9966 9429

OEM TECHNOLOGY SOLUTIONS PTY LTD
STANDARD TERMS AND CONDITIONS OF SALE

1. General – The Standard Terms and Conditions of Sale apply to the sale of items and equipment included in the current issues of OEM Technology Solutions Pty Ltd (the Company) standard price lists, or where a quotation is made, they shall form part of that quotation. No variation or cancellation of any of the conditions of sale shall be binding on the Company unless agreed to by the Company in writing.

2. Precedence- In the event of conflict between these conditions and those which may be included in or implied by any document forming part of any enquiry specification, quotation, order or contract then these conditions prevail except in as far as they are expressly varied by the Company in writing or otherwise by law.

3. Acceptance – A quotation is not to be construed as an offer or obligation to sell and the Company reserved the right to accept or reject any order received.

Where a quotation specifies a deposit to be paid, then no products or services shall be supplied until the deposit is paid in full.

4. Validity – Unless otherwise stated, quotations and thereafter are subject to confirmation before acceptance.

5. Cancellation or variation – A contract may at the Company's option, be terminated in the event of insolvency of the client (whether or not it has been agreed to by the Company) may only occur on terms which will provide for the Company to be indemnified by the client against any loss or damage.

An order may be varied only if such variation is accepted by the Company in writing and any variation or cancellation by the client (whether or not it has been agreed to by the Company) may only occur on terms which will provide for the Company to be indemnified by the client against any loss or damage.

6. Information and drawings – All descriptive specifications, illustrations drawings, data, dimensions and weights furnished by the Company or otherwise contained in catalogues, price lists and other advertising matter of the Company are approximate only and are intended to be by way of general description of the goods and shall not form part of the contract unless certified by the Company in writing, in which case they shall be subject to recognized tolerances.

The Company is not deemed to have agreed to comply with any specifications and drawings referred to in any order unless such specifications and drawings have been produced to the Company prior to the delivery of goods and signed by the Company.

7. Performance – Any performance figures given by the Company are based on the Company's experience and are such as the Company expects to obtain on test. The Company is under no liability for damages for failure to attain such figures unless the Company has specifically guaranteed them in writing subject to recognized tolerances applicable to such figures.

Where a quotation specifies or recommends site commissioning services, it is the Company's opinion that those services be accepted to obtain any performance figures given. If however the services are not accepted by the Client then no performance figures are guaranteed and the Client accepts all responsibility for the products or services provided.

8. Prices

a) All prices are subject to change without notice and all orders are accepted by the Company on the condition that they will be invoiced at the prices ruling at the date of dispatch. All prices are strictly nett unless where otherwise stated.

b) Goods are sold on a free on Transport (FOT) basis. Where the client required freight to be prepaid, all expenses will be to their account at cost.

c) Where currency exchange rates are cited on a written quotation, prices may be adjusted at the date of invoice of goods in accordance with the particular exchange rate of the day.

d) All prices shown in published catalogues or price lists are recommended selling prices only and there is no obligation on the part of any reseller to maintain the same prices.

e) The quotation includes only such goods as specified in it. Goods offered ex stock are subject to prior sales and delivery time quoted is without engagement.

f) All price lists and quotations are issued on an Errors & Omissions Excepted basis (E&OE).

9. GST – For the purpose of the conditions "GST" means GST within the meaning of a new Tax System (Goods and Services Tax) Act 1999 (the Act) – Australia,

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The prices quoted do not include GST unless specifically stated.

GST will be added to the price of the goods and any other form of taxable supply as defined in the Act at the rate applicable at the time of supply and the Company will provide a valid tax invoice.

10. Minimum order values – The following minimum values will apply to orders supplied by the Company.

a) $100.00 nett excluding GST for goods collected and charged to an account at our trade sales counter. If goods are collected and paid for in cash a minimum charge of $50.00 nett excluding GST will apply.

b) $250.00 nett excluding GST, delivery and freight charges for goods delivered to a Client's premises.

11. Delivery charge – A delivery charge per order, charged at the rate applicable at the time of delivery will be applied on all orders which are delivered to a Client's premises or as directed by the Client. This amount will be shown as a separate item on all invoices.

The delivery charge will not be applied to the supply of equipment back orders from an original order which is beyond the control of a Client.

12. Terms of Payment – Approved account Clients to pay nett 30 days unless otherwise stated. Non-account Clients to pay in advance via cash, cheque, direct deposit, Visa, Mastercard, Bankcard or American Express. Credit card payments maybe subject to a surcharge.

When payments are made contingent upon delivery erecting or test and any of these stages are delayed to suit the client's wishes or convenience or by reason of unreadiness of site foundations or other works - such as delivery of material being furnished under separate contract - payments are to be made within the time in which they ordinarily would have been made had there been no such delays, the material being, if necessary, stored at the client's risk and expense.

Should the client delay in respect of any payment due to the Company then the Company shall have the right in addition to all other rights at law to charge interest on the overdue amount as such rate as is charged to the Company by the Company's bankers for overdraft accommodation and calculated from the date of invoice to the actual date of full and final payment. Payment will be credited first against interest accrued. The Company may also defer or cancel any outstanding balance of an Order and may enter upon the client's premises or elsewhere as provided in Clause 17.

13. Packing – Unless stated otherwise in the quotation, the price quoted includes packing in accordance with the Company's standard practice. Any other packing requested by the client or deemed necessary by the Company will be charged for in addition to the price quoted.

14. Delivery – The delivery period quoted commences from the date the Company receives sufficient information to proceed with supply or from the date the Company receives the client's written order, whichever is the later date. Quoted delivery dates are subject to confirmation when placing the order. The Company is not in any event liable to the client for any loss of profits or any other consequential loss or damage caused to the client by any delay in the delivery or any non delivery of the goods or any part of them.

Claims for shortages in deliveries must be advised to the Company in writing within 7 days of receipts of goods.

15. Storage – If delivery is delayed for any reason beyond the Company's reasonable control for a period of 14 days after the date on which the client is notified that the contract goods or any completed items forming part thereof are ready for delivery, the risk of such goods shall forthwith pass to the client for payment in accordance with clause 12. If the client fails to take delivery of the goods in accordance with the preceding sentence, the Company may arrange suitable storage of such goods at the Company's premises or elsewhere and all costs of or incidental to such storage must be borne by the client. The client must, on demand pay to the Company all costs of storage, insurance demurrage, handling and other charges incidental to such storage.

If delivery is delayed for any reason beyond the reasonable control of both the Company and the Client after the period stated in the preceding paragraphs of this clause, the costs of storage, insurance, demurrage, handling and other charged incidental to such storage, insurance, demurrage, handling and other charges incidental to such storage shall be shared equally between the parties and the risk in the goods remains with the Company. The Company is entitled to present invoices to the client for payment in accordance with clause 12 for half the quoted value of the goods ready for delivery the balance being invoiced when delivery is affected.

16. Damage or loss in transit - Where carriage is the responsibility of the Company, the Company will repair or may replace free of charge contract goods lost or damaged in transit to the contractual point of delivery provided written notice of such loss or damage is given to the Company within 3 days of delivery or expected delivery or within the carriers conditions of carriage as affecting loss or damage in transit.

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17. Property and risk. – Notwithstanding that the goods are in whole or in part at the risk of the client, the property in and legal title to the goods remains with the Company until all other goods previously supplied by the Company whether under this or any other contract(collectively referred to as the goods) have been paid for by the client.

Until the goods have been fully paid for:

a) The Company may by its servants and agents enter the client's premises or elsewhere at any time without notice to inspect the goods.

b) The client must store them including other goods into which the goods have been incorporated, in such a manner as to show clearly that the goods are the property of the Company.

c) The client must deliver up the goods to the Company on demand and in default of delivery the Company may by its servants and agents enter the client's premises or elsewhere at any time without notice to repossess the goods.

d) To the extent (if any) that the property in and legal title to the goods has passed to the client by operation of law, then the Company has a specific lien over the goods until paid for in full.

e) The client is not entitled to make any deductions from the price of the goods for any set off or counter claim.

Where carriage is the responsibility of the Company, this obligation shall be subject to the provisions of clause 16. The whole of this clause applies notwithstanding any arrangements under which the Company grants credit to the client.

18. Credits – Standard products as listed in the published price list of the Company may be returned for credit, provided the goods.

a) are returned within 14 days of delivery, free to the Company's warehouse.

b) are accompanied by a delivery docket stating the Company's original invoice number – and a reason for the return.

c) are returned in an unsoiled, undamaged and resalable condition, in their original packing.

d) No goods will be accepted for return under any circumstances (other than for reasons of wrong delivery or because they are faulty) unless the nett value is greater than $50.00.

Goods will not be accepted for return after 14 days from date of delivery unless by prior arrangement and with the payment of a restocking fee of 20% of original nett invoice value.

If goods have been supplied by the Company on a manufactured / assembled to order or indent only basis, the Company will not accept them for return unless they are faulty or have been wrongly delivered.

No returns shall be accepted for credit until all Goods return formalities and documentation have been finalized. Clients should familiarize themselves with this procedure prior to the return of goods.

19. Loans and hire. Any equipment loaned or hired out by the Company and not returned to the Company within the specified loan or hire period are deemed as sold and the list price of the equipment becomes due and payable by the recipient.

Any equipment loaned or hired out by the Company must be returned by the recipient in the original packing, and in original condition fair and reasonable wear and tear excepted.

Any returned equipment loaned or hired out by the Company must be returned by the recipient being charged for repair charges, or the cost of the equipment whichever is the lesser.

Return freight, if applicable, will be prepaid by the recipient.

20. Copyright, licenses and patents and industrial property.

a) Copyright licenses, patents and design right for all engineering design, software and hardware supplied by the Company remain the property of the Company and shall not be available in any form to third parties, nor re-used by the client, unless agreed to in writing by the Company.

   Any software supplied by the Company may be used by the client only on the CPU or equipments configuration specified.

b) The client must not alter, remove, or in any way tamper with any of the trade or other marks or numbers of the Company or its supply line partners attached to or placed on the goods.

21. Engineering services – Any engineering or technical services provided by the Company not already covered by any other clause herein or other condition of contract as applicable will be charged at the applicable labour hourly rate, including travel and standby/waiting time, plus expenses at cost plus 20%.

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Applicable expenses include but are not limited to costs of transporting equipment, air fares, car hire, meals, accommodation and miscellaneous out of pocket expenses.

Any required miscellaneous materials purchased by the Company will be charged at cost plus 20%. Any assistance provided in accordance with this clause shall be at the client's sole risk.

22. Support services - Requests for support services from the Client may be made to the Company in two ways. In either case the Company will log and allocate a priority to the request.

a) Telephoning the Company and providing the operator with a VIP number, contact details and phone number, and a description of the problem.

b) E-mail the request for support to tosupport@oem.net.au detailing VIP number, contact details, return email address and a description of the problem.

The Company will respond to the Client in an attempt to resolve the issue detailed in the request, in a timeframe that is in accordance with the priority allocated to the request.

A phone support fee, as publicized in the price list will be charged for phone support to a maximum of 15 minutes per call. Where an issue is unable to be solved within this timeframe, a support service consultation will be required and charged at the applicable labour hourly rate, and the phone support fee will be waived.

An email support fee, as publicized in the price list will be charged for email support. Where an email issue is unable to be solved within 10 minutes, a support service consultation will be required and charged at the applicable labour hourly rate, and the email support fee will be waived.

A software version control fee, as publicized in the price list will be charged for software version control services, which includes the professional version control of the Client's software and a secure off-site copy of the Client's software. The software will be placed in the version control system and stored on CD or tape at the Company's secure off site location. All copyrights and confidentiality shall be observed.

23. Labour Rates – The applicable labour rates are publicized in the Company's price list. All labour rates are valid for services performed during Business Days between the hours of 8:30am to 5:30pm Monday to Friday excluding public holidays. The day rate means 8 hours of labour supplied during these hours. Labour services provided outside these hours will be charged in the following manner:

a) 1.5 times the standard labour hourly rate for after hours labour services provided between 5:30pm and 10:00pm on Business Days.

b) 2.0 times the standard labour hourly rate for late night labour services provided between 10:00pm and 8:30am on Business Days

c) 2.0 times the standard labour hourly rate for weekend labour services provided between 5:30pm on Friday and 8:30am on Monday or anytime during a public holiday

All labour services are charged at the applicable labour hourly rate in hourly increments. There is a minimum charge of 4 hours for labour services occurring on site. This includes travel time to and from site, which is charged at the applicable labour hourly rate.

24. The Company's Resources - During the engagement and for 12 months thereafter, the Client shall not solicit, encourage, suggest or approach any current or former Company Resource, directly or indirectly to work for the Client or a competitor of the Company as a contractor or on a permanent basis. Nor shall the Client accept any suggestion or approach by any current or former Company Resource, directly or indirectly to work for the Client or a competitor of the Company as a contractor or on a permanent basis. Any approach by the Client to any Company resource proposed, utilised or provided by the Company, or the acceptance of an approach by the Company resource, is a breach of these Terms and Conditions and a placement fee of $50,000 excluding GST per Company Resource will apply and be payable to the Company by the Client.

25. Warranty – All goods which are of the Company's own manufacture or of the Company's supply line partners manufacture and supplied by the Company are guaranteed against faulty workmanship materials or design for a period of twelve months from the date of dispatch after which all liability on the part of the Company ceases. Any repairs that the Company undertakes are guaranteed for a period of twelve months in respect only of the components that are subject of the repair. Equipment returned for warranty evaluation and found to be operational shall incur an inspection and test fee. The Company's liability for any loss, injury or damage shall be limited to making good by replacement or repair of defects which appear under proper use provided that the Company is permitted to inspect defects before replacement the defective components being returned free into the Company's store. Any unauthorized repairs or alterations to the equipment invalidates this warranty. In the case of goods not of the manufacture of the Company or of

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its supply line partners the Company undertakes that it will if requested in writing by the client make all reasonable endeavor in assisting the client to obtain from the manufacturer the benefit of any guarantee or warranty which the manufacture may be expressly given as to the quality or fitness for any purpose of the goods, expect as may otherwise be provided for by law. The fulfillment of this undertaking constitutes the Company's sole liability for any loss of profits or consequential loss or damage suffered by the client in consequence loss of damage suffered by the client in consequence of any defect in material or workmanship of such goods or the failure of the goods to perform in accordance with any performance figure stated. There are no expressed or implied warranties given by the Company in respect of Proprietary software. The only warranty that is applicable is the warranty supplied by the owner of the software and the client must comply with all reasonable conditions of such warranty.

This warranty does not exclude any condition or warranty implied by the Trade Practices Act 1974 or separate State Laws and is in addition to any other right that the original client or any subsequent purchases may have at law.

26. Indemnity – The client must comply with all instructions of the Company in relation to the fitting installation and use of the goods. Notwithstanding such compliance the client must keep the Company indemnified against all claims expenses and liabilities of whatever nature including without limiting the generality of the foregoing claims for death personal injury damage to property and consequential loss including loss of profit which may be against the Company or which the Company may sustain pay or incur arising out of the manufacture or sale of the goods, unless the same is directly and solely attributable to any breach of contract or by negligence of the Company or its authorized employees or agents.

27. These conditions are to be so construed as not to infringe any state or Commonwealth legislation and if necessary they shall be read down to such extent to ensure they do not so infringe. In the event that any conditions cannot be read down so as not to infringe it shall be deemed to be void and severable.