

Customer Terms ("Terms")

These Terms and any document(s) referred to in them constitute the entire agreement about ACPL's supply of the Products and services to Customer and supersedes all prior understandings, arrangements and agreements. Words with special meanings are defined in clause 1. A reference in these Terms to: (a) the singular includes the plural and vice versa; (b) the word "including" means "including, but not limited to," and the word "includes" means "includes, without limitation,;" (c) A reference to a gender includes all genders; and (d) a reference to a person (including a party) includes an individual, company, other body corporate, partnership, firm, joint venture, or a trust. The current version of these Terms may be viewed at ACPL's website at www.auscompcomputers.com.

1. Definitions

In these Terms:

"Customer" means the person, business or company that is the purchaser of the Products; "Products" means any products (including software) supplied to Customer by ACPL and described in ACPL's invoice; "Sales Contract" means any sales contract or distribution agreement entered into by Customer and ACPL in respect of the Products and services supplied to Customer in which these Terms are deemed to be incorporated; and "ACPL" means Auscomp Computers Pty Ltd. (ABN 75091265600).

2. Orders

- (a) All orders for Products placed by Customer:
 - (i) must be made in accordance with ACPL's order policy as amended by ACPL from time to time, the current version of which is set out on AusLink ("Order Policy"); and
 - (ii) are subject to acceptance by ACPL, and no order will be deemed to have been accepted by ACPL unless Products are supplied or a back-order or delivery delay is confirmed in writing by an authorised representative of ACPL to Customer.
- (b) ACPL may reject any order placed by Customer if there is an insufficient supply of Products which prevents ACPL from being able to fulfil such order.
- (c) ACPL will not be bound by any terms attaching to Customer's order and, unless those terms are expressly agreed to in writing by an authorised representative of ACPL, Customer agrees that those terms are hereby excluded.

3. Payment

- (a) The price of the Products will be ACPL's quoted price.
- (b) Payment is required prior to delivery of the Products to Customer unless agreed otherwise in writing by an authorised officer of ACPL. If Customer fails to make payment in accordance with this clause 3(b) after demand for payment by ACPL, all amounts owing by Customer to ACPL on any account will immediately become due and payable.
- (c) ACPL may, in its sole discretion:
 - (i) suspend the provision of credit to Customer until all amounts owing are paid for in full; and
 - (ii) from time to time and at any time, vary or cancel any credit facility it makes available to Customer.
- (d) Customer will be liable to pay interest on any overdue amount at the annual rate of 2% above the prevailing base lending rate quoted by the Westpac Banking Corporation. Interest will accrue daily from the date payment became overdue until ACPL has received payment of the overdue amount, together with any interest accrued.
- (e) Unless stated otherwise in these Terms (or in writing by ACPL's authorised representative), all prices quoted for Products are exclusive of all taxes, handling, delivery, agents' charges and any other charge, duty or impost.
- (f) Customer must pay ACPL, on demand, any tax (other than income tax) payable under these Terms, any matter or thing done under these Terms or any payment, receipt or other transaction contemplated by these Terms, including any goods and services or value-added

tax, customs duty, sales tax, excise duty, stamp duty, other duty, governmental charge, fee, levy or impost, together with any fine, penalty or interest payable because of a default by Customer.

- (g) Customer must pay to ACPL any amount Customer must pay under clause 3(f) in full, despite any right of set-off that Customer may have.
- (h) Any amounts paid to ACPL by Customer under this clause 3 must leave in the hands of ACPL following payment of any relevant tax or other amount, the same amount, whether the tax or other amount is payable or not.

4. Delivery

Delivery times advised to Customer are estimates only and ACPL will not be liable for any loss, damage or delay suffered or incurred by Customer or its customers arising from late or non-delivery of the Products.

5. Part deliveries

ACPL may make part deliveries of any order, and each part delivery will constitute a separate supply of the Products upon these Terms.

6. Software

- (a) To the extent that a Product supplied under these Terms is a software Product then, in addition to these Terms, that Product will be supplied subject to the terms and conditions of the relevant licence agreement applicable to it.
- (b) Software licence agreements may be packaged with the software, may be separately provided to Customer for execution or may require on-screen acceptance by Customer. Customer agrees to use the software Product in accordance with the terms and conditions of the relevant licence agreement.
- (c) Where the term "supply" is used in these Terms to refer to a software Product, such term means the sale and purchase of the licence to use that software Product.

7. Inspection and acceptance

Customer must:

- (a) in the case of all Products ordered (other than software Products), inspect such Products upon delivery to Customer's premises; or,
- (b) in the case of software Products, test or inspect such software Products upon those Products being authorised by ACPL for downloading by Customer, and must, within 7 days of delivery or downloading (as the case may be), give written notice to ACPL of any matter or thing by which Customer alleges that the Products do not accord with Customer's order. Failing such notice and to the extent permitted by law, the Products will be deemed to have been accepted by Customer.

8. Title and risk

- (a) Products supplied by ACPL to Customer will be at Customer's risk immediately upon:
 - (i) delivery of the Products to the Customer, Customer's agent or into the Customer's custody or control; or
 - (ii) collection of the Products by the Customer's nominated carrier or agent.
- (b) Customer must:
 - (i) effect and maintain with a reputable insurance company insurance for the Products, at its cost, against all risks as it thinks appropriate;
 - (ii) note the interest of ACPL on the insurance policy; and
 - (iii) produce a certificate of currency of the insurance effected by Customer under this clause 8(b) to ACPL, upon request.
- (c) Risk in the Products will remain with Customer at all times unless ACPL retakes possession of the Products in accordance with clause 8(f)(ii).
- (d) Title in the Products supplied by ACPL to Customer will not pass to Customer and will remain the absolute property of ACPL until such time as ACPL has been paid by Customer all monies due and owing to it by the Customer in relation to any account. Title to those Products which are software remains with ACPL

and/or the applicable third party licensor(s) at all times.

- (e) Until the Products have been paid for:
 - (i) Customer must properly segregate and store the Products in such manner as to clearly indicate that they are the property of ACPL; and
 - (ii) Customer may sell the Products and shall keep records of the Products in the ordinary course of its business as fiduciary agent for ACPL and Customer agrees to deposit all proceeds of any such sale (including any proceeds received from any insurance claims) in a separate bank account and agrees not to mix the proceeds with any other monies and hold the monies on trust for TACPL and shall immediately account for such proceeds to ACPL.
- (f) If Customer has breached these Terms or the terms of any relevant Sales Contract, Customer authorises ACPL, at any time, to enter onto any premises upon which ACPL's Products are stored to enable ACPL to:
 - (i) inspect the Products; and/or
 - (ii) reclaim the Products.
- (g) If Customer sells, disposes of or otherwise deals with Products or any part thereof before full payment has been received by ACPL, Customer must advise ACPL in writing, at such times as ACPL may request, specifying full details of the Products sold, disposed of, utilised or otherwise dealt with.
- (h) Customer acknowledges that in the case of software Products, any refusal or failure to pay may result in cancellation of the licence to use the software Product.
- (i) Customer agrees that the provisions of this clause 8 apply despite any arrangement under which ACPL grants credit to Customer.

9. Returns

- (a) Customer must notify ACPL in writing of any Products it wishes to return within 30 days from the date of the invoice relating to those Products.
- (b) Returns will be subject to ACPL's returns policy as advised to Customer and amended by ACPL from time to time, the current version of which is set out on AusLink ("Returns Policy").
- (c) Each claim for the return of Products by Customer will be dealt with in accordance with the Returns Policy. Any substitute Products to be shipped to Customer in accordance with the Returns Policy will be sent by ACPL to Customer by ordinary freight pre-paid.
- (d) ACPL will not be liable for any damage or defects in the Products that have been caused by the improper storage, warehousing or transport, or by any neglect, abuse or improper use, installation, maintenance or unauthorised repair of ACPL's Products.
- (e) The provisions of this clause 9 do not extend to any Products which have been added to, varied, or otherwise modified by, any person other than ACPL.

10. Force majeure

If the performance of ACPL's obligations under these Terms or any relevant Sales Contract is prevented, restricted or affected by force majeure including strike, lock out, raw material shortage, breakdown of plant, transport or equipment or any other cause beyond the reasonable control of ACPL, ACPL will give notice of such cause to Customer and after 60 days from the receipt by Customer of such notice, either party may terminate the relevant Sales Contract without penalty.

11. Customer's cancellation

- (a) Unless otherwise agreed in writing by an authorised officer of ACPL, Customer may not cancel an order which has been accepted by ACPL.
- (b) If Customer's right of cancellation is agreed to by an authorised officer of ACPL in writing, the right must be exercised by notice in writing from Customer to ACPL not later than 7 days before the estimated date of shipment by the manufacturer or ACPL (as the case may be).
- (c) Unless otherwise agreed between Customer and ACPL, upon cancellation prior to shipment, any deposit paid by