

TERMS AND CONDITIONS OF SALE FOR SYSTEMS 22 PTY LTD

Systems 22 Pty Ltd will be herein referred to as "Company".

1. GENERAL. These conditions of Sale apply to the sale of all items and equipment included in the current Company's price list or, where a quotation is made, they shall form part of that quotation.

No variation or cancellation of any of these 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 documentation forming part of any inquiry, specification, order or contract then these conditions shall prevail except in as far as they are expressly varied by the company in writing, or otherwise, by law.

3. ACCEPTANCE. The quotation is not to be construed as an offer or obligation to sell, and the Company reserves the right as its option to accept or reject any orders received.

4. PRICES. (a) All prices are subject to change without notice and orders are accepted by the Company on the condition that they may be invoiced at the price at the date of dispatch. All prices are strictly net unless where otherwise stated. (b) 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. (c) This quotation includes only such goods as are specified therein, Goods offered ex stock are subject to prior sale and delivery time quotes is without engagement.

5. TERMS OF PAYMENT. Unless otherwise stated in the quotation or agreed to in writing, all prices quoted are strictly net and payment in full shall be made upon presentation of invoice. The Company reserves the right to deliver and invoice any item or items comprising the whole or part of any order. Should the purchaser delay in respect of any payment due to the Company, then the Company shall have the right, in addition to all other rights to which it is entitled at law, to charge interest on the overdue amount at the rate of one percent above the Companies Bankers overdraft rate. Payment will be credited first against accrued interest. Interest will be calculated from the date of invoice to the actual date of full and final payment. If any payment is not made on or by a due date, any discount concession or allowance given by the Company may also be cancelled. The Company reserves the right to pass any overdue debts to a collection agency, with the additional percentage charge added to the outstanding invoice amount. The Company reserves the right to close any accounts that are overdue for payment.

6. DELIVERY AND PACKAGING. 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 purchaser's written order - whichever is the latter date. Quoted delivery dates are subject to confirmation when placing the order. The Company shall not in any event be liable to the purchaser for any loss of profit or any other consequential loss or damage caused to the purchaser by any delay in delivery or any non-delivery of the goods or any part of them. Shortages in delivery must be reported to the Company in writing within seven (7) days of receipt of goods by the purchaser, otherwise delivery in full shall be deemed to have been made. Off loading and/or handling will be in any event the responsibility of the purchaser. A packaging, handling and delivery charge is applicable to all orders.

7. CREDITS. Subject to the right given to a consumer under Section 75A of the Trade Practices Act 1974 where such is applicable and otherwise to the extent permitted by law, goods will be accepted for credit only by prior agreement or to the extent that the goods have been wrongly or over supplied. Returned goods shall be delivered to the Company free of charge in good order and condition, unused and in the original packaging with all the necessary documentation.

8. CANCELLATION OR VARIATION. The Company reserves the right to close an account when activity ceases for a period of one year and/or if an invoice is not paid in full within 30 days. A contract may at the Company's option be terminated in the event of insolvency of the purchaser being placed in liquidation, or otherwise. An order may be varied only if such variation is accepted by the Company in writing and any variation or cancellation by the purchaser (whether or not it has been agreed to by the Company) may occur on terms which provide for the Company to be indemnified by the purchaser against any loss or damage. The Company shall not be 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.

9. VALIDITY. Unless otherwise stated quotations are open for acceptance for a maximum period of thirty (30) days from the date of quotation and thereafter are subject to confirmation before acceptance.

10. INFORMATION & 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 recognised tolerances.

11. STORAGE. If delivery is delayed for any reason beyond the Company's reasonable control for a period of seven (7) days after the date on which the purchaser is notified that the contract goods or any completed items forming part thereof are ready for delivery, the risk of such goods shall pass to the purchaser, and the Company shall be entitled to present invoices to the purchaser for payment in accordance with clause 5. If the purchaser shall fail to take delivery of the goods in accordance with the preceding sentence, the Company may at its option arrange suitable storage of such goods at its premises or elsewhere and all costs of or incidental to such storage shall be borne by the purchaser. The purchaser shall, on demand, pay to the Company all costs of storage, demurrage, handling, and other charges incidental to such storage.

12. DAMAGE OR LOSS IN TRANSIT. Where cartage is the responsibility of the Company, it will repair or at its option replace free of charge contract goods lost or damaged in transit to the contractual point of delivery provided it is given written notice of such loss or damage within twenty four (24) hours of the delivery or expected delivery, or within such time as enable the Company to comply with the carrier's conditions of carriage as affecting loss or damages in transit.

13. PROPERTY AND RISK. Notwithstanding that the goods shall be whole or in part be at risk of the purchaser, the property of the goods shall remain with the supplier until they have been paid for by the purchaser. Where carriage is the responsibility of the supplier, this obligation shall be subject to the provisions of clause 12.

14. WARRANTY. If within twelve (12) months from the date of delivery any defect is discovered in any apparatus manufactured by the Company or the Company's principals in respect of material or workmanship, and reasonably within the manufacturer's control, the Company or its principal undertakes to make good the defect at the Company's or its principal's expense, provided that notice is given to the Company as soon as the defect is discovered and that the apparatus is, if required by the Company, immediately forwarded to the Company's address, carriage paid, with seals unbroken. The Company's responsibility is limited to the cost of making good the defect in the apparatus itself. The Company shall not be liable for loss of profit or any other consequential loss or damage suffered by the purchaser in consequence of any defect in material or workmanship of goods or the failure of goods to perform in accordance with any performance figures or specifications.

15. WAIVER. Semiconductor products covered by this invoice may be subject of U.S. Government licenses and as such are only licensed for sale within Australia and New Zealand. Resale of these products outside Australia and New Zealand could contravene U.S. laws.

16. SERVICE OF NOTICES. For the purpose of service of any documentation or notice in connections with any contract arising here from it shall be sufficient for either party to mail such document or notice by prepaid ordinary mail to the last known address of the other party.