7. TERMS OF TRADE AND DELIVERY POINT

8. INSTALLATION

4. VARIATION(S) IN SCOPE OR QUANTITIES

(c) The Purchaser hereby authorizes and grants a licence to the Company or any representative thereof to enter any of Purchaser’s premises where the unpaid for Good(s). Purchaser agrees, to the fullest extent it may permit, that any entry for such purpose will be deemed lawful and not in violation of any law or inconsistent, or different terms referenced in Purchaser’s purchase order are hereby objected to by Company and shall not be deemed a part of any resulting contract.

3. PRICE VARIATION

(a) Prices quoted are based on ruling award wages, charges currently made by the Company suppliers and current rates for freight, ordinary marine insurance, customs duties, landing, clearing and delivery charges and other duties and taxes in respect of the Goods. In the event of there being changes in the said duties, the Purchaser shall be informed of the new duties and the Company reserves the right to make new calculations based on the new duties and the price by such an amount as it deems necessary to take account of such requirement.

(b) Unless otherwise specified, any work in respect of the installation of the Goods being carried out during normal working hours, the Company reserves the right unless otherwise stated herein, to increase the price by such an amount as it deems necessary to take account of such requirement.

(c) If the Company is subjected to increased costs attributable to delays caused by the failure of the Purchaser or contractors for whom the Purchaser is responsible to meet their respective obligations, it reserves the right unless otherwise stated herein to increase the price by such amount as it deems necessary to take account of such delays.

3. PRICE VARIATION

(a) Unless otherwise specified, prices quoted in respect of any Goods being purchased by the Company from an overseas source are based on the prevailing currency exchange rate at the date of the Quotation between Australian currency and the currency in which payment is required to be made by the Company to the source of the Goods described in the Quotation. The Company expressly agrees to indemnify the Company against any loss occasioned to the Company due to any adverse currency exchange rate fluctuation on the date when EITHER the Letter of Credit established by the Company with its bankers is actually drawn upon by the original vendor OR actual payment is made to the original vendor in some manner other than by Letter of Credit but otherwise in accordance with the terms of the contract between the Company and such vendor.

4. VARIATION(S) IN SCOPE OR QUANTITIES

In the event of any variation in the Goods or to the work in respect of the installation of the Goods or any additional Goods or work in respect of the installation of such additional Goods being requested by the Purchaser, notice of any such variation or addition must be given to the Company in writing as soon as possible showing the nature and extent of such work which the Company shall be entitled to consider. The Company will prepare a schedule of the work and submit in duplicate to the Purchaser the prices and terms and conditions for the variations concerned. No variation work in respect of installation of the Goods will be commenced unless and until the Company receives a signed acknowledgement from the Purchaser of the terms and conditions and price or prices of such work. The Purchaser shall have the right to refuse any such request for variations.

5. DELIVERY OR COMPLETION PERIOD

If delivery or completion period is quoted by the Company it shall be deemed to be given on the following basis:

(a) In the case of standard Goods, the delivery or completion period stated in any Quotation made by the Company is subject to prior sale of the Goods by the Company or to the availability of such Goods from the Company's suppliers; and

(b) In the case of Goods which are in part or in whole subject to special design, manufacture or other non-standard requirements, the delivery or completion period stated in any Quotation made by the Company to the Purchaser having given the Company full, final and adequate instructions and/or drawings and having paid all sums required by the Company for such supply and/or manufacture of the Goods, Where the Company is required to install and/or commission the Goods, the delivery or completion period stated in any Quotation made by the Company is subject to the Purchaser fulfilling all requirements referred to in (b) above and further is subject to site availability as accepted by the Company and completion of all activities necessary to enable the Company to install and/or commission and put the Goods into good working order. The Company shall use reasonable endeavours to meet the time quoted by the Company for delivery of Goods or completion of the installation of Goods. However the time so quoted is an indication only and shall not be considered as a binding commitment by the Company. The Company shall not be liable for any loss or damage suffered by the Purchaser as a result of the Company's failure to meet the time so quoted unless such failure is caused by the Purchaser.

6. PAYMENT

(a) Unless otherwise stated, the Purchaser shall pay to the Company the price quoted by the Company (including any variation) upon presentation of invoice. HOWEVER, Company may require full or partial payment in advance of delivery or in some other manner as specified in the Quotation. Where the Company considers that the financial condition of the Purchaser is unsatisfactory, it may decline to deliver or install the Goods or carry out the work until the Purchaser provides satisfactory security for the purchase price. Should the Purchaser fail to comply with this provision the Company may cease deliveries and/or leave the site with any re-establishment, re-engagement, or other costs thereby incurred to be borne entirely by the Purchaser.

(b) In the event that Purchaser intends to arrange lease or purchase financing for the acquisition of the Goods or any part thereof, the Purchaser shall notify the Company of such intention and shall arrange for the finance documentation to be completed in sufficient time to permit settlement of the invoice on or before the date of delivery or installation.

(c) Should Purchaser fail to pay the purchase price when due, the Company shall be entitled (without prejudice to any other right hereunder, in equity, or at law):

(i) to charge interest thereon from the date when due until payment is received by the Company at the rate of 21% per cent per month, or any lower amount required by law.

(ii) where the Company still retains title, to retake possession of the Goods and to give the Purchaser written notice that the Company intends to resell the Goods after the expiry of seven (7) days from the date of the notice. If Purchaser fails within that period of time to pay the purchase price, with interest thereon then the Company (notwithstanding any other obligations under the agreement as aforesaid) shall be released from all obligations under the agreement.

(iii) commence legal proceedings without notice and the Purchaser shall pay to Company all reasonable costs of collection or litigation, including, but not limited to, solicitor or attorney fees and expenses.

7. TERMS OF TRADE AND DELIVERY POINT

Unless specifically stated otherwise in writing the Company's terms of trade and shipping will be ex-warehouse (EXW Incoterms 2010) the Company's location, Canberra, Australia. Liability for loss or damage to Purchaser upon delivery of such Goods to Purchaser's designated carrier at the EXW point. All freight and delivery charges to the Purchaser's premises or other address specified by the Purchaser are for the account of the Purchaser.

8. RETURN OF EQUIPMENT

Except in the case of delivery of wrong Goods by the Company, no Goods shall be returned to the Company without the prior written authorization of the Company. The Company, at its sole discretion, may or may not give such authorization and such authorization if given, shall be conditioned upon:

(a) Where, in the opinion of the Company, Goods, which were delivered in a condition in which they were delivered, and which are returned to the Company for the "as supplied condition" any costs incurred by the Company in restoring such Goods to the "as supplied condition" are for the account of the purchaser.

(b) The imposition of a special fee to be determined by the Company at its sole discretion, to cover among other things, restocking charges, shipping fees, and any loss the Company may incur in reselling such returned Goods.

(c) Certain such conditions as the Company may deem necessary under the circumstances.

9. INSTALLATION

Where the Company is contracted to install the Goods, the Company representatives may, if requested by the Purchaser, provide advice on the siting, installation and operation of the Goods. HOWEVER, in providing such advice the representatives of the Company are expressing their personal views derived from their experience in the industry and, except as provided in clause 14 below, the Company shall have no liability whatsoever to the Purchaser and the Purchaser assumes as risks with and in respect of any such advice given by any representative.

10. TITLE TO GOODS

(a) Title and ownership of each unit of the Goods, whether or not delivered to Purchaser, shall remain with the Company until all unpaid balances owing on account have been paid to Company (the “Debts”). Until payment in full has been made, Purchaser must take delivery and custody of the Goods as designated by Company and shall hold the Goods as Company’s chattel and shall maintain them as such until such time as they are delivered to the Company’s satisfaction. The Company shall have the right to enter onto Purchaser’s premises at any reasonable hour of the day or night for the purpose of recovering the Goods or inspecting the Goods and taking possession of the Goods. The Company shall have the right to remove any Goods which are not paid for Goods(‘s) after the expiry of seven (7) days from the date of the notice. If Purchaser fails within that period of time to pay the purchase price, with interest thereon then the Company (notwithstanding any other obligations under the agreement as aforesaid) shall be released from all obligations under the agreement.

(b) The Company shall not remove any unpaid for Goods(‘s) with or from any other Goods unless the unpaid for Goods can be easily removed, extracted or estranged from such combination at any time and without damage.

(c) The Company shall not remove any unpaid for Goods(‘s) without the prior written authorization of the Company (including any variation) upon presentation of invoice. HOWEVER, Company may require full or partial payment in advance of delivery or in some other manner as specified in the Quotation. Where the Company considers that the financial condition of the Purchaser is unsatisfactory, it may decline to deliver or install the Goods or carry out the work until the Purchaser provides satisfactory security for the purchase price. Should the Purchaser fail to comply with this provision the Company may cease deliveries and/or leave the site with any re-establishment, re-engagement, or other costs thereby incurred to be borne entirely by the Purchaser.

(d) If the Purchaser is unable to grant the Company any such right of entry as to a premise wherein an unpaid for Good may be located, the Purchaser, upon request of the Company, shall immediately dismantle such combination, extricate the Good(s) and immediately deliver thereto to the Company. The Company reserves the right to refuse any such request for variations.

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Company shall not be liable and is hereby indemnified and held harmless by the Purchaser for any ensuing damage caused by or costs incurred in the dismantling of the combination in which an unpaid for Good(s) has been incorporated.

(e) The Purchaser may, upon the written consent of Company, resell the Goods or any product of which the Good(s) constitute a part thereof, but only as fiduciary and trustee for Company, by way of bona fide sale at full market value and in the ordinary course of its business. Company shall be immediately entitled to any such proceeds of sale or any portion thereof, representing the Debits in the event of any other coming of any such proceeds of sale which represent the Debits in the event bankruptcy, proceedings are commenced by or on behalf of Purchaser.

(f) In the event of any sale of Goods or equipment for which the Company has been paid, immediately pay Company all proceeds up to the amount of the Debits. In the event that the proceeds of sale are not sufficient to satisfy the entirety of the Debits, Purchaser shall remain obligated for any outstanding balance owed thereto.

(g) In the event that different consignments of Goods are being sold, with the consent of Company and in the ordinary course of business, by Purchaser as trustee or agent acting as a fiduciary of Company, the subsequent receipt of Proceeds and the distribution of the Proceeds toward payment of the Debits, the Purchaser agrees that the principle of “Last In, First Out” shall be applied to any items which cannot be distinguished from each other.

(h) Receipt by the Purchaser of payment for the sale of any products into which the Goods have been mixed or converted by any process shall be treated as evidence that it has received Proceeds.

(i) Until Company has been paid in full for the Goods, the Company may trace the Proceeds in equity.

(j) Upon complete satisfaction of all payment obligations for the purchase of the Goods, the Purchaser shall have all right, title and interest in and to the Goods.

11. POWER SUPPLY

The Purchaser shall at its own expense provide power of a quality and at such locations as specified by the Company. The Company shall be under no liability whatsoever should any loss be incurred and/or damage suffered including incidental, consequential, indirect or special losses or damages as a result of the required power not being continually available.

12. LICENCES AND CONSENTS

(a) If it is necessary for the lawful fulfilment of the contract:

(i) For the Purchaser to hold or obtain import, export, currency or other licence, consent or authority the Purchaser shall be obliged to obtain the same.

(ii) For the Company to hold or obtain any such licence consent or authority, the Company shall apply for the same; but if the same is refused this contract shall forthwith terminate, and neither the Company nor the Purchaser shall be under any liability in respect thereof.

(b) Where required by the Company, the Purchaser shall execute and deliver to the Company prior to delivery of the Goods, an end user operating system licence or other software licence in a form required by the Company or the supplier of the Goods to the Company.

13. MAINTENANCE

If any repairs to or maintenance of the Goods (other than those covered by the Company’s normal warranty provisions) are to be carried out by the Company and the Purchaser does not have a current Maintenance Agreement with the Company, then the cost of such work shall be charged to the Purchaser at the Company’s then current rates for such work.

14. WARRANTY

(a) Except where the Purchaser is a “Consumer” for the purpose of the Trade Practices Act, 1974, the Company

(i) unless otherwise agreed in writing with the Purchaser, makes no warranty of any kind as to the Goods supplied or to work done in respect of the installation of the Goods pursuant to this Agreement and all terms, conditions and warranties and whether express or implied other than contained in this Agreement are hereby expressly negated and excluded,

(ii) shall not be liable to compensate the Purchaser for any loss (including but not limited to loss of profits and consequential loss) or from damage to person or property or for death or injury arising by an act or omission of the Company, its employees or agents or any other person caused by or arising out of the installation of the Goods or from failure of the Goods.

(b) In connection with the supply by the Company to the Purchaser of any Goods or services within the meaning of the Trade Practices Act, 1974 other than Goods or services of a kind ordinarily acquired for personal domestic or household use or consumption, the liability of the Company in the event of a breach of a condition or warranty implied by that Act (other than a condition or warranty implied by Section 69) shall be limited to one of the following as determined by the Company:

(i) in the case of Goods, to any one or more of the following:

(aa) the replacement of the Goods or the supply of equivalent goods;

(bb) the repair of the Goods;

(cc) payment of the cost of replacing the Goods or acquiring equivalent goods;

(dd) payment of the cost of having the Goods repaired;

(ii) in the case of services:

(aa) to the supply of the services again;

(bb) payment of the cost of having the services supplied again.

(c) THIS WARRANTY CONSTITUTES COMPANY’S SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND PURCHASER’S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE GOODS OR SERVICES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY (INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

15. FORCE MAJEURE

The Company shall not be liable for failure to perform its obligations if the failure arises from circumstances beyond its reasonable control and without fault or negligence. Such causes may include, but not limited to, fire, explosion, strikes, lock-outs or any other industrial disputes, freight embargoes, failure or refusal of its supplier to supply the Goods, severely inclement weather, fires, floods, explosions, acts of God or of a public enemy, Governmental action, epidemics, and quarantine restrictions. In no such event shall the Purchaser be entitled to damages of any kind for late performance or failure to perform arising from a Force Majeure.

16. ASSIGNMENT

The Purchaser shall not assign its obligations hereunder without the Company’s express, written consent.

17. WAIVER AND VARIATION

A provision of or a right created under these terms in favour of the Company may not be waived or varied except in writing signed by the Company. The Company may elect not to exercise its rights arising from a breach of any provision, or a future breach of a previously waived provision, of these terms and such election, even if the breaches are continuous and multiple shall not create any estoppel or presumption against the Company’s rights of enforcement.

18. APPLICABLE LAW

The Quotation, these Terms and Conditions of Sale and any contract or agreement of which it shall form the basis, shall be interpreted and enforced in accordance with the laws for the time being in force in the State of New South Wales and the Purchaser agrees to submit to the jurisdiction of the Courts therein.

19. SEVERANCE

Should any Term or Condition hereof be affected by any illegality, unenforceability or invalidity, that provision shall be considered to the extent of such illegality, unenforceability or invalidity severable from the affected provision contained herein and shall not, to the extent possible, affect the enforceability of the affected provision or any other provision hereof in any way whatsoever.

20. STORAGE

If, by reason of any act or omission of the Purchaser, the Company is unable to deliver the Goods within fourteen (14) days of having notified the Purchaser of its intention to do so, delivery shall be deemed to have been effected for the purpose of clause 6 hereon and the Company may, in addition, charge storage fees and costs to the Purchaser.

21. RISK

The Goods shall pass to the Purchaser at the date of delivery and the Purchaser will insure all Goods that are at his/its risk.

22. CONSIGNMENT/LOAN STOCK

From time to time the Company may lend the Purchaser equipment for demonstration and evaluation purposes prior to the Purchaser issuing a firm order for same, in such case the following clauses apply in addition to those above:

(a) The Purchaser shall be responsible for ensuring the prompt return of the Goods to the Company within seven (7) days (or alternative period of time specifically agreed in writing).

(b) The purchaser shall be responsible for all damage to the Goods incurred while the Goods are in the Purchaser’s possession, and undertakes to reimburse the Company for the Goods replacement costs or repair costs at the Company’s discretion.

23. INTERPRETATION

In this agreement:

(a) the “Company” means Mediaware International Pty Limited ABN 77 077 094 798 and all of its present and future assigns or successors in title and each corporation(within the meaning of that term in Section 9 of the Corporations Law) which now or hereafter is or shall be deemed to be related to the Company

(b) the “Purchaser” is the person, firm or company who or which is giving the order to or whom to or whom to which the Company’s quotation is addressed.

24. DISCLAIMER

Under no circumstances will Company be liable in breach of contract, or warranty, or tort, or otherwise for any incidental, consequential, indirect, or special damages arising from any loss, damage, expense or injury sustained from or in connection with the sale, installation, use, service or failure of any Good sold hereunder, or any defect therein, or from any other cause.

25. FORGONE CORRUPT PRACTICES ACT AND ANTI-BRIBERY LAWS

Purchaser agrees to comply with the Foreign Corrupt Practices Act and all applicable anti-bribery laws. Purchaser specifically represents that it has not and will not, in connection with this Order and its performance hereunder, directly or indirectly, offer, pay, promise to pay, or authorize the giving of, any money or thing of value to any government official or to any person, while knowing that all or a portion of such money, thing of value will be offered, given or promised, directly or indirectly, to a government official, for the purpose of influencing any act or decision of such government official, including any act or decision to fail to perform his lawful duty, or for the purpose of inducing such government official to use his influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality to obtain or retain business for any person.