

**BCDS SOLUTIONS PTY LTD**  
**ACN 167 095 758**  
**General Terms and Conditions of Sale**

1.	<p><b>INTERPRETATION</b></p> <p>"Buyer" means the person or company placing an order with BCDS for the purchase of Products.</p> <p>"Products" means all products and merchandise supplied by BCDS in accordance with these conditions, to the Buyer or as the Buyer may direct.</p> <p>"BCDS" means BCDS SOLUTIONS PTY LTD ACN 167 095 758 and its successors and assigns.</p>	<p>sale and purchase of a licensed copy of that software Product or a right to access a hosted copy of that software Product (regardless of whether such software is supplied in hard copy or electronically, or where access is otherwise provided to a copy of the software).</p> <p>The Buyer also acknowledges that they will be liable in full for the payment of all invoices in relation to any orders placed on BCDS for Custom Software. In the event that the Buyer wishes to cancel the order for Custom Software they acknowledge that this does not remove their liability for payment regardless of whether delivery is taken. The order cancellation will not be accepted by BCDS.</p> <p>BCDS also reserves the right to request a non-refundable 50% deposit on all orders relating to Custom Software including any Products ordered.</p>	<p>a 20% restocking fee on the sale price of any returned non-faulty product.</p> <p>BCDS is entitled to supply certain products on a "No returns" basis and BCDS will not accept returns on non-faulty products that fall within this category, this includes all digital products, software and products that fall outside of BCDS standard product lines.</p> <p>Products found to be faulty within the warranty period:  Under manufacturer's instructions, BCDS will issue a credit, replacement or repair for the return of faulty products. Replacement or repair returns may result in delays due to manufacturer processing lead times and manufacturer or their agents stock availability.  The Buyer will indemnify BCDS for any expenses incurred in servicing any warranty claim relating to the misuse of the product or hard disk failure  Any physical damage incurred on the faulty product due to the misuse of the product will void the warranty and is the Buyer's responsibility.  The Buyer should provide the correct and exact fault details which BCDS can advise to the manufacturer for testing purpose. Any no fault found charges from the Manufacturer will be at the Buyer's expense and an invoice will be issued.  If BCDS approves an RMA for return under warranty, the Buyer is responsible for freight to BCDS.  BCDS will be responsible for return freight of the product as soon as it has been exchanged, for replacement or repair returns only.  All faulty products must be returned as a complete set which includes all the components that were supplied originally, e.g., Cables, CD and Power Adaptors, and with the original packaging.</p>
2.	<p><b>ORDERS</b></p> <p>These conditions shall apply to all orders for Products placed by the buyer with BCDS to the exclusion of all other terms and conditions unless otherwise expressly agreed in writing. If the terms of the Buyer's order are inconsistent with these conditions, the acceptance of the delivery of the Products by the Buyer carries with it acceptance of these Terms and Conditions of Sale.</p>	<p><b>8. DELIVERY</b></p> <p>8.1 Where delivery of the Products is affected by way of part delivery, BCDS shall invoice the Buyer only for those Products delivered.</p> <p>8.2 BCDS shall not be liable for any loss or damage (including consequential loss or damage) arising from delay in delivery or failure to deliver the Products due to circumstances beyond its reasonable control and the Buyer shall accept and pay for Products notwithstanding late delivery.</p> <p>8.3 Delivery of the Products shall be deemed to be affected as follows:</p> <p style="padding-left: 20px;">FIS - when the Products are made available for unloading at the Buyers nominated delivery site from BCDS's nominated carrier</p> <p style="padding-left: 20px;">FOB - when the Products are loaded onto the Buyer's nominated carrier's vehicle at BCDS's premises or loaded onto the carrier's vehicle usually used by BCDS.</p> <p style="padding-left: 20px;">FOR - when the Products are made available to the rail carrier.</p>	<p><b>10. WARRANTY</b></p> <p>10.1 Products may be covered by manufacturers' warranties. To the full extent permitted by law and subject to clause 10.4, BCDS's entire responsibility with respect to warranties for the Products is to pass on to Customer the benefit of any such manufacturers' warranties that are provided to BCDS for such Products, to the extent it is permitted and possible to do so.</p> <p>10.2 To the full extent permitted by law and subject to clause 10.4, software Products are not warranted by BCDS under these Terms. Such software Products are warranted in accordance with the relevant licence agreements governing their use.</p> <p>10.3 To the extent permitted by law and subject to clause 10.4, the manufacturers' warranties referred to in clause 10.4 are in substitution for all other warranties, whether implied by statute or otherwise (including implied warranties with respect to merchantability and fitness for purpose) and to the full extent permitted by law, each party excludes all terms, conditions, representations, warranties and guarantees, whether express or implied (and including those implied by statute, custom, law or otherwise), except as expressly set out in this agreement.</p> <p>10.4 Certain legislation may imply warranties, conditions or guarantees or impose obligations upon BCDS which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These Terms must be read subject to those statutory provisions. If those statutory provisions apply, to the extent to which BCDS is able to do so, its liability will be limited, at its option, to:</p> <p>10.5.1 in the case of goods: the replacement of the goods or resupply of equivalent goods; repair of the goods; payment of the cost of replacing the goods or acquiring equivalent goods; or the payment of the cost of having the goods repaired; and</p> <p>10.5.2 in the case of services: the supply of the services again; or the payment of the</p>
3.	<p><b>BCDS MAY DECLINE ORDERS</b></p> <p>BCDS reserves the right to accept in whole or part any order or decline any order for Products.</p>	<p>8.4 The Buyer shall be responsible for and shall indemnify BCDS for loss or damage to the Products from the time of delivery until paid for in full.</p> <p>8.5 Shortages in delivery must be reported to BCDS by the Buyer within Twenty-Four (24) hours of receipt. Shortages advised after this period may not be accepted.</p> <p>8.6 Products damaged upon delivery shall be reported to BCDS with seven (7) days of receipt of the Products by the Buyer. The Buyer must also ensure that the Proof of Delivery (POD) identifies that the cartons were damaged in transit.</p> <p>8.7 BCDS may charge a delivery fee where an incomplete or incorrect delivery address has been provided on the Buyers purchase order. BCDS will charge for each subsequent delivery attempt or return to the shipping point.</p>	<p>10.5.2 in the case of services: the supply of the services again; or the payment of the</p>
4.	<p><b>CANCELLATION OF ORDERS</b></p> <p>Once lodged with BCDS, the Buyer may not cancel or delay delivery of an order without BCDS's prior written agreement. If BCDS agrees to accept the cancellation of an order such agreement will only be affected by means of letter, fax or email signed or sent by the Authorised Product Manager of BCDS. Customer acknowledges that for specific categories of products, there is no possibility of cancellation.</p>	<p><b>9. RETURN OF PRODUCTS</b></p> <p>The Buyer must notify BCDS in writing of any product it wishes to return within Seven (7) days from the date of the invoice.  No Products shall be returned without the prior consent of BCDS and then only by the carrier nominated by BCDS. Where Products are returned without such consent, the same shall be returned to the Buyer at the Buyer's expense.</p> <p>All products must be returned complete with original packages within thirty (30) days of a BCDS RMA number being issued. BCDS accepts no responsibility for any returned product that is lost or damaged in transit.</p> <p>Acceptance of all non-faulty returns is at the discretion of BCDS, and each request will be assessed on a case-by-case basis. BCDS reserves the right to charge</p>	<p>10.5.2 in the case of services: the supply of the services again; or the payment of the</p>
5.	<p><b>DESPATCH</b></p> <p>Every endeavour will be made to despatch Products ordered for immediate delivery no later than Two (2) Business Days following receipt of the order by BCDS.</p>	<p>9.1 The Buyer must notify BCDS in writing of any product it wishes to return within Seven (7) days from the date of the invoice.  No Products shall be returned without the prior consent of BCDS and then only by the carrier nominated by BCDS. Where Products are returned without such consent, the same shall be returned to the Buyer at the Buyer's expense.</p> <p>All products must be returned complete with original packages within thirty (30) days of a BCDS RMA number being issued. BCDS accepts no responsibility for any returned product that is lost or damaged in transit.</p> <p>Acceptance of all non-faulty returns is at the discretion of BCDS, and each request will be assessed on a case-by-case basis. BCDS reserves the right to charge</p>	<p>10.5.2 in the case of services: the supply of the services again; or the payment of the</p>
6.	<p><b>BACK ORDERS</b></p> <p>Products which are temporarily out of stock will only be placed on back order at the Buyer's request. Delivery times advised to the Buyer are estimates only. BCDS will use its best endeavours to deliver orders as soon as possible. BCDS will not be liable for any loss, or damages suffered, or incurred by the Buyer arising from late delivery of the Products.</p> <p>If the product is deemed end of life, BCDS reserve the right to cancel the order and contact the Buyer. BCDS will advise if a suitable alternative product is available. If an alternative product is available a revised Customer purchase order will be required to complete the order.</p>	<p>9.2 The Buyer must notify BCDS in writing of any product it wishes to return within Seven (7) days from the date of the invoice.  No Products shall be returned without the prior consent of BCDS and then only by the carrier nominated by BCDS. Where Products are returned without such consent, the same shall be returned to the Buyer at the Buyer's expense.</p> <p>All products must be returned complete with original packages within thirty (30) days of a BCDS RMA number being issued. BCDS accepts no responsibility for any returned product that is lost or damaged in transit.</p> <p>Acceptance of all non-faulty returns is at the discretion of BCDS, and each request will be assessed on a case-by-case basis. BCDS reserves the right to charge</p>	<p>10.5.2 in the case of services: the supply of the services again; or the payment of the</p>
7.	<p><b>SOFTWARE</b></p> <p>Buyer acknowledges that certain Products (including those containing Software) may be subject to licence requirements or other restrictions specific to certain transactions. Where applicable, Customer agrees to be bound by any such terms and conditions and/or restrictions and shall indemnify BCDS for any liability suffered by or arising from the Buyer's breach of such terms, conditions and/or restrictions.</p> <p>Such terms, conditions and restrictions (including software licence agreements) may be packaged with the relevant Product, may be separately provided to the Buyer for execution or may require on-screen acceptance by the Buyer. The Buyer agrees to use the Product in accordance with the terms and conditions of the relevant licence agreement or other applicable terms, conditions and/or restrictions.</p> <p>Where the term "supply" or "delivery" is used in these Terms to refer to a software Product, such term means the</p>	<p>9.3 The Buyer must notify BCDS in writing of any product it wishes to return within Seven (7) days from the date of the invoice.  No Products shall be returned without the prior consent of BCDS and then only by the carrier nominated by BCDS. Where Products are returned without such consent, the same shall be returned to the Buyer at the Buyer's expense.</p> <p>All products must be returned complete with original packages within thirty (30) days of a BCDS RMA number being issued. BCDS accepts no responsibility for any returned product that is lost or damaged in transit.</p> <p>Acceptance of all non-faulty returns is at the discretion of BCDS, and each request will be assessed on a case-by-case basis. BCDS reserves the right to charge</p>	<p>10.5.2 in the case of services: the supply of the services again; or the payment of the</p>

	reasonable cost of having the services supplied again.		be deemed to have sold the Product and the Buyer agrees that the proceeds of such sale will be held upon trust for BCDS.		from all or any claims, liability, obligations, losses, expenses or damages arising out of any representations, statements or warranties made by the Buyer, its agents or employees contrary to the provisions of this clause 17.
10.6	To the full extent permitted by law, but subject to subclause 9.4 above, BCDS does not warrant that repair facilities or parts will be available in respect of any of the Products.				
		14.	<b>INSURANCE</b>		
			The Buyer will insure the Products for so long as they shall remain BCDS's property.	18.	<b>TAXES</b>
11.	<b>TERMS OF PAYMENT</b>				Any taxes, duties or Government charges (including penalties and interest) imposed upon BCDS relating to the Products shall be an additional charge to the Buyer and the Buyer will indemnify BCDS against any such liability however and whenever arising.
11.1	Payment of Products and for all other notified charges such as freight, shall be made by the buyer to BCDS prior to despatch of the goods or in accordance with the credit terms provided to the Buyer. Where payments are overdue, BCDS may, at its option, either cancel orders forthwith or suspend delivery of Products. The Buyer is also liable to pay interest on any overdue amount from the due date until the date of payment, to be calculated on a daily basis at the rate of 2% above the base lending rate quoted by ANZ.		BCDS will be entitled to receive insurance proceeds or trace insurance proceeds received in respect of any Products.		
		15.	<b>QUOTATIONS</b>		
			A quotation from BCDS is an offer to sell only upon these terms and conditions and remains current for 30 days only from the date submitted unless previously withdrawn in writing by BCDS.		
		16.	<b>FORCE MAJEURE</b>		
11.2	The buyer agrees that BCDS has the right to make any enquiries from any credit reporting agency to ascertain the credit and financial suitability of the Buyer.		If the performance of any of BCDS's obligations under these Terms 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 BCDS, BCDS will not be liable for any delay in performing or failure to perform its obligations if such failure is due to such force majeure event. The performance of BCDS's obligation will be suspended for the period of delay due to the force majeure event and BCDS will give notice of such cause to the Buyer.		
11.3	All prices are net and are not subject to settlement, discount or retention. If GST is payable as a consequence of any supply made, the Buyer must pay BCDS an amount equal to the GST payable. In addition to the amounts otherwise payable.				
11.4	The Buyer agrees that all costs incurred by BCDS in the recovery of unpaid accounts including commissions paid to BCDS's agents shall be paid by the Buyer.	17.	<b>LIABILITY</b>		
11.5	All prices for Products are subject to alteration without notice and will be those prices which are on the date of despatch.	17.1	BCDS's liability is subject to its obligations pursuant to any law of the Commonwealth of Australia, its States and Territories and is limited to replacing of the Products and confirmation of the alleged defects by BCDS.		
12.	<b>INDEMNITY</b>	17.2	BCDS shall not have any liability if defects have been caused by abnormal or incorrect conditions for operation, use, storage pending use, accident, misuse or negligence by the Buyer, its employees, servants or agents nor if the Product is not used in accordance with BCDS's guidelines or instructions issued from time to time.		
	Without prejudice to any other rights BCDS may have, the Buyer shall indemnify BCDS for any loss, damage or expense incurred by BCDS should the Buyer cancel any order or part thereof or breach any term hereof.				
13.	<b>RETENTION OF TITLE</b>	17.3	To the extent permitted by law:		
13.1	BCDS shall retain title to the Products supplied by it to the Buyer until it has received all monies which are owing by the Buyer to BCDS.	17.3.1	BCDS excludes all warranties, conditions, representations or obligations of whatsoever nature relating to the Products.		
13.2	The Products owned by BCDS and in the possession of the Buyer shall be stored by the Buyer in such a manner as to be identifiable as the property of BCDS.	17.3.2	BCDS's sole and exclusive liability is the obligation to repair or replace Products pursuant to clause 17.1. BCDS will not be liable for any loss or damage whatsoever, including incidental, special, consequential or general damages (such as, but not limited to, loss of profits, loss of business or claims by third parties) arising from any cause whatsoever and BCDS's total liability to the Buyer and generally in respect of Products shall be as set out in clause 17.1; and		
13.3	In the event that: (a) Payment by the Buyer to BCDS is overdue; or  (b) This Agreement is terminated for any reason whatsoever:  (i) BCDS shall be entitled to repossess the Products owned by it and shall also be entitled whether by itself or through its agents, without notice, to enter at any time on the Buyer's premises for this purpose; and  (ii) Until payment is made for all monies owing by the Buyer to BCDS, the Buyer shall not be entitled to dispose of, sell, charge or otherwise encumber the Products without the prior written consent of BCDS provided that nothing in this clause shall prevent the Buyer from selling Products to its customers in the ordinary course of its business.	17.3.3	Rights may be conferred upon the Buyer, or a customer or obligations imposed upon BCDS by state and federal legislation in Australia which cannot be excluded. If so, the above provisions should be read subject to those rights, provided that BCDS expressly limits its liability under any such legislation to the minimum extent permitted by law.		
13.4	If the Buyer sells or uses the Products in a manner such that BCDS's title is extinguished or postponed, then any funds received by the Buyer from such sale shall be set aside and held in trust for BCDS and BCDS will be entitled to trace and receive the proceeds of any such sale.	17.4	Whilst BCDS may provide technical and marketing assistance, the Buyer is responsible for advising its customers about the application of the Products, the fitness for particular purposes and their use generally.		
13.5	If the Products are used in such a manner that they become a constituent part of another object, then the Buyer will	17.5	The Buyer covenants that neither it nor its agents or employees shall make any representations, statements or warranties to customers which are different, more onerous, or inconsistent with any warranty contained in this clause 17 or with any details set out in any product literature or other publication issued by BCDS. The Buyer agrees to indemnify BCDS against and hold BCDS harmless		