

CONNECTOR SYSTEMS HOLDINGS PTY LTD

TERMS AND CONDITIONS OF SALE

These are the entire Terms and Conditions of Sale of all products, merchandise and services ("the products") supplied by Connector Systems Holdings PTY Ltd (ABN 40 657 989 481) and its associated and subsidiary and parent companies and successors and assigns (all of which are referred to hereafter as "CSHPL") to any person, firm or company placing an order with CSHPL for the purchase of any Products ("the Customers"). Except as otherwise expressly agreed upon in writing between a duly authorised office of CSHPL and the Customer, these Terms and Conditions shall apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by an Customer.

1. Structure

- a. These Terms and Conditions of Sale set out the terms and conditions that govern the relationship between CSHPL and the Customer. Some Products or programs may require additional and /or unique terms, which are set out in attachments, exhibits, statements of work or terms and conditions, govern the relationship between and the third party and the Customer for product or service (collectively "Third Party Terms").
- b. Third party terms and conditions such as a Manufacturer Reseller Authorisation, of any, warranty or shrink wrapped software license, or any third parties who perform services ("Service Provider"), statements of work or terms and conditions, govern the relationship between the third party and the Customer for product or service (collectively "Third Party Terms").

2. Customer's Obligations Required by the Manufacturer

- a. If required by the Products manufacturer or the Services Provider, Customer warrants it has obtained and is in compliance with any terms and conditions required by the Products manufacturer or Service Provider in order to authorise the Customer to purchase the Products from CSHPL for the Customer's marketing, marketing support and internal use ("Manufacturer Reseller Authorisation").
- b. The Customer shall keep accurate records for five (5) years, or for a longer period if required in accordance with the applicable Manufacturer Reseller Authorisation.
- c. The Customer shall permit audit of its records related to these Terms and Conditions of Sale and the underlying transactions. CSHPL may periodically review compliance with these Customer Terms and, shall give the Customer reasonable notice of a compliance review to occur during normal business hours.
- d. Unless otherwise required by the terms and conditions governing CSHPL's relationship with the applicable manufacturer ("Manufacturer Distributor Authorisation") or Manufacturer Reseller Authorisation, all rights to any accrued promotional allowances, funds and promotional services will automatically cease upon termination of these Terms and Conditions of Sale or no notification from CSHPL.
- e. The Customer agrees to refund to CSHPL the amount of all (1) discounts, fees, rebates, allowances, audit and other compliance verification procedure expenses, and (2) promotional and marketing funds provided that CSHPL reimburses the manufacturer pursuant to the Manufacturer Distributor Authorisation as a result of the Customer's Non-performance of the Manufacturer Reseller Authorisation or those obligations CSHPL may be required by the Manufacturer Distributor Authorisation to have the Customer perform, CSHPL may also recover such refund by offsetting any amounts due to Customer from CSHPL.
- f. Customer has no authority and agrees not to assume or create any obligations on CSHPL's behalf, including but not limited to commitments with respect to quantities, deliveries, modifications, performance capacity of the Products, interfacing, capability, suitability of software, or suitability in specific applications. Customer will indemnify CSHPL from liability for any such obligations assumed or created by Customer.
- g. The Customer shall not make or authorise disclosure of the terms, conditions and pricing of this Agreement and CSHPL's business policies, programs and practices to third parties without the prior written consent of CSHPL.
- h. The Customer shall comply with manufacturer's value added requirements and quoting guidelines for marketing and quoting of the Products.

3. Security Interest

- a. The Customer agrees that CSHPL, prior to accepting an order, may require the Customer to arrange to grant CSHPL security as required to secure payment for the order or other credit accommodation as a condition of accepting an order.
- b. CSHPL and the Customer hereby acknowledge that the Personal Property Securities Act 2009 ("PPS Act") applies to all transactions pursuant to the Terms and Conditions of Sale or otherwise.
- c. The Customer hereby acknowledges that it will grant a security interest in all present and after acquired goods as security for all monies now or in the future owing by the Customer.
- d. The Customer hereby agrees to do all such things and sign all such documents as are necessary and reasonably required to enable CSHPL to acquire a perfected security interest in all goods supplied.
- e. The Customer hereby agrees to provide such information as is required to enable registration for a Personal Money Security Interest ("PMSI") under the PPS Act.
- f. The Customer hereby acknowledges that a PMSI is granted in priority to all other Creditors by the Customer in favour of CSHPL, and in all goods that are supplied from time to time as security for the Customer's obligations to CSHPL.
- g. The Customer hereby acknowledges that it will indemnify CSHPL for any liability for any costs of registration, maintenance, enforcement or discharge or security interest and such other costs and expenses as CSHPL may incur.
- h. The Customer hereby agrees that it will not, without notice, change its name or initiate any change to any registered documentation, or act in any manner which would impact on the registered security interest of CSHPL.
- i. The Customer hereby agrees to waive or exclude such Sections of the PPS Act as CSHPL may require, subject to those Sections being capable of exclusion.
- j. CSHPL hereby reserves the right at any time in its sole discretion to make such amendments, alterations and additions to Clause 3 as it may in its sole discretion determine.

4. Limitation of Liability

- a. Except of the remedies provided hereunder with respect to warranties provided by CSHPL, the Customer agrees that it will look solely to the manufacturers of the Products, or to the Service Provider, for relief in respect of any and all claims, actions, suits, proceedings, demands, liabilities, losses, damages and expenses (including attorneys' fees) resulting from any claim by the Customer or any third party (including the Customer's employees) arising out of or related in any way to the Products or the use of operation thereof, whether such claim is brought in contract, warranty, tort or otherwise (collectively "Liabilities"). The Customer shall defend, indemnify and hold CSHPL harmless from and against all such actual or contingent liabilities, the intent being that CSHPL will have no liability whatsoever.
- b. CSHPL shall not under any circumstances be liable for any business interruption costs. Removal and /or reinstallation costs, re-procurement costs, loss of profit or revenue, loss of data, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers or for any indirect, special, incidental or consequential damages or any punitive damages of any kind or nature, even if CSHPL had been advised of the possibility of such damages, in no event shall the Customer's recovery from CSHPL for any claim exceed the charges for the services rendered. Or the purchase price of any Products acquired, pursuant hereto, that are the subject of the claim whether such claim is brought in contract, warranty, tort or otherwise. The Customer will indemnify, defend and hold CSHPL harmless from any claims based on: (i) CSHPL's compliance with the Customer's designs, specifications, or instructions, (ii) modification of any Products by anyone other than CSHPL, or (iii) sue in combination with other Products.

5. CSHPL's Limited Warranty

Subject to payment being received for the Products, CSHPL will transfer to the Customer any Product warranties and indemnities authorised by the manufacturer, including any transferable warranties and indemnities for intellectual property infringement. Value-added work performed by CSHPL on the Products will confirm to the Customer's specifications. CSHPL makes no other warranty express or implied. CSHPL makes no warranty of merchantability, fitness for purpose or non-infringement. Due to restrictions placed upon CSHPL by manufacturers, hardware that is defective on arrival can generally be exchanged if CSHPL is notified within seven (7) days of invoice date, otherwise the manufacturer's warranty process must be followed. If value-added work or services performed by CSHPL do not meet the

Customer's specifications or if CSHPL is otherwise in breach of any statutory or implied warranty or condition then, at CSHPL's choice, the Products will be (1) repaired, or (2) replaced at no cost to the Customer, or (3) CSHPL may refund Customer's purchase price or (4) CSHPL will pay for the costs of having the products repaired or replaced or (5) the services will be supplied again or (6) CSHPL will pay for the costs of having the services supplied again. The Products must be returned to CSHPL with an approved RMA, along with acceptable proof of purchase, within 30 days from date of delivery, freight charges prepaid.

6. Intellectual Property

If an Order includes software or other intellectual property, such software of other intellectual property is provided by CSHPL to the Customer subject to all legal restrictions, including any user license, the terms of which are set forth in the license agreement accompanying such software. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted in writing. Unless otherwise expressly provided herein, CSHPL is not the licensor and the Customer acquires the license directly from the manufacturer or the manufacturer's authorised licensor. The Customer acknowledges that the Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and / or user licenses.

7. Orders

- a. No quotation by CSHPL shall constitute an offer, and Orders are subject to acceptance by CSHPL. CSHPL reserves the right to allocate the sale of the Products among its Customers. Orders for special, custom, value-added products and Products specifically identified by CSHPL as nonstandard are non-returnable ("NCNR"). Orders for standard Products may not be cancelled or rescheduled without CSHPL's consent, which shall not be unreasonable withheld. CSHPL may terminate any Order for default for which Customer refuses or is unable to accept delivery, or fails to make payment when due and does not make such payment within ten (10) days after notice from CSHPL that payment is past due.
- b. Customer's orders must be placed in accordance with their own procedures and authorisations. Orders over \$5,000 must be confirmed in writing prior to CSHPL's acceptance. CSHPL may at its option reserve unsold stock and stock to arrive for 3 hours pending receipt of the Customer's official purchase order.
- c. Customer's orders placed on the basis of quoted terms must refer CSHPL's quotation number, or these Terms and Conditions will apply. No other terms are acknowledged or accepted outside of CSHPL's Terms and Conditions as modified by CSHPL's written quotation.
- d. CSHPL may terminate any Order without notice if the Customer is unable to pay its debts when due or becomes insolvent, files for bankruptcy or is the subject of involuntary bankruptcy, or has its assets assigned or receiver appointed.
- e. CSHPL may terminate any Order where Customer is in material breach of the Terms and Conditions of Sale.

8. Prices

CSHPL's standard prices are net in Australian Dollars, exclusive of GST and will apply to all sales on the date of despatch unless the order was accepted within the terms and conditions of a written quotation. Written quotations, unless otherwise stated are valid for orders received within fifteen (15) days of quotation date, although any despatches made after fifteen (15) days of quotation date are subject to variation in duties, CSHPL's suppliers selling price or fluctuations in the currency of supply if these together are greater than 2.5 (two decimal five) per cent. Orders for spread deliveries of stock items will usually be accepted at the price level for the total quantity per item per order, for up to six (6) deliveries within six (6) months of the order date. Prices may increase in the event of an increase in CSHPL's costs or other circumstances beyond CSHPL's reasonable control. All prices include the standard inward freight method from each of CSHPL's suppliers. Freight costs incurred due to variations at Customer's request will be charged at cost plus a margin of 10%. Prices are for Products only and do not include taxes, impositions and any other charges, fees, shipping charges and duties imposed by any government authority. Any additional fees and taxes are the responsibility of the Customer. If GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly stated to be GST inclusive. Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability. The terms "GST", "Taxable Supply", "Consideration" and "Input Tax Credit" have the meaning given to each of the said terms in the "A New Tax System (Goods and Services Tax) Act 1999(Cth)".

9. Terms of Payment

- a. Unless CSHPL has granted credit terms to Customer, payment of the total invoice amount, without offset or deduction, is due prior to despatch or collection and orders for products above normal stock levels require prepayment, or an approved payment guarantee before acceptance.
- b. Where CSHPL has granted credit to Customer, payment of the total invoice amount, without offset or deduction, is due the twentieth (20th) day of the month following invoice / despatch. On any past due invoice, CSHPL may charge interest from the payment due date to the date of payment (at the annual percentage rate charged by CSHPL's principal Australian bankers for overdraft facilities above \$100,000 plus 2%), plus reasonable legal fees on a solicitor/client basis and collection costs. The Customer acknowledges that such interest and other costs is not a penalty, and is a true measure of damages. Payments received from the Customer shall be credited first against any interest charges and all such fees and charges shall be payable on demand.
- c. The granting of credit to a Customer shall be at the absolute discretion of CSHPL and unless otherwise demanded by CSHPL the Customer shall make payment of all amounts payable by the twentieth (20th) day of the month following invoice / despatch, unless otherwise agreed in writing with CSHPL. Payments may be applied to any of the Customer's accounts by CSHPL in its discretion.
- d. CSHPL shall be entitled to charge the Customer interest on overdue amounts at the rate of 2% per month from the Due Date until the date payment is received in full and any unpaid accounts will incur debt collection costs in addition to any amounts outstanding (including interest charges).
- e. Any payment made by or on behalf of a Customer which is later avoided by the application of any Statutory Provision shall be deemed not to discharge the Customer's indebtedness and, in such an event the parties are to be restored to rights which each respectively would have had if the payment had not been made.

10. Delivery

- a. The Customer shall be responsible for the cost of any delivery made by CSHPL. If CSHPL is requested to arrange for delivery of products beyond the store, the Customer shall pay the delivery charges stipulated by CSHPL from time to time. CSHPL shall in all cases be entitled to choose the method of transport.
- b. Any date or time quoted for delivery is an estimate only and CSHPL shall endeavour to effect delivery at the time or times required by the Customer but failure to do so shall not confer any right of cancellation or refusal of delivery on the Customer or render CSHPL liable for any loss or damages directly or indirectly sustained by the Customer as a result thereof.
- c. The Customer shall not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery or any strike, lockout, unavailability of materials, accidents to machinery, differences with workmen, breakdowns, shortage of supplies or labour, fires, floods, storm, or tempest, transport delays, acts of God, restrictions or intervention imposed

Signed by Authorised OfficerDate / /

- by any laws, regulations, governments, or agencies thereof and any other cause beyond the control of CSHPL or any other cause whatsoever.
- d. CSHPL obligation to deliver shall be discharged on arrival of the goods at the Customer's nominated delivery destination, nominated Transport Company, nominated agent or the address appearing on the invoice. The Customer shall unload the goods upon delivery, provided that if the Customer is unable or unwilling to accept physical delivery of the goods when the goods are ready for delivery, CSHPL shall be entitled to charge a fee for any delay experienced or arrange for the storage of the goods at the risk and cost of the Customer including all transportation, storage and other consequential costs. CSHPL may, at its discretion, make and invoice partial deliveries and each partial delivery shall be a separate sale pursuant to these Terms and Conditions of Sale and the Customer agrees to pay for the Products delivered. A delayed delivery of any part of any order does not entitle the Customer to cancel other instalments.
- e. Variations to delivery dates previously requested by Customer will be accepted when possible, but delays greater than three (3) weeks for the delivery of indent items will not be accepted unless CSHPL can delay supply to CSHPL.
- f. The Customer shall examine the goods immediately after delivery and CSHPL shall not be liable for any misdelivery, shortage, defect or damage unless CSHPL receives details in writing within five (5) days of the date of delivery of the goods.
- 11. Property and Risk**
- a. The risk of loss or damage to the Products will pass to the Customer on delivery to the carrier and Customer will insure the Product until sold by the Customer.
- b. Property in and ownership of the Product (excluding software) will not pass from CSHPL to the Customer until the Customer has paid for the Product in full and has discharged any and all indebtedness to CSHPL on any Account whatsoever, including all applicable GST and other taxes, levies and duties. Title to software is not transferred at any time.
- c. Until Property passes to the Customer
- d. The Customer will hold the Product as fiduciary and bailee for CSHPL;
- e. The Product must be stored separately and in a manner to enable it to be identified and cross referenced to particular invoice;
- f. CSHPL, its employees or agents are entitled to enter the Customer's premises between 9:00am and 5:00pm on any business day to inspect the Product;
- g. Unless otherwise notified in writing by CSHPL and subject to clause "g", the Customer is authorised to sell the Product in the ordinary course of the Customer's business; and
- h. The proceeds of Products sold by the Customer are to be held in trust for CSHPL;
- i. If payment is not made by the Customer to CSHPL on the due date, the Customer must deliver the Product to CSHPL on demand. If the Customer does not comply with such demand, CSHPL, its employees or agents are entitled:
- j. (i) To enter the Premises at any time to do all things necessary in order to take possession of the Product, and the Customer:
- k. must procure the consent of all persons having an interest in the premises where the Product is situated to entry into the premises by CSHPL, its employees or agents; and indemnifies CSHPL against any claim, loss, liability, cost and expense that may be incurred or sustained by CSHPL, its employees or agents as a result of entry into those premises where the Products are situated; and
- l. (ii) With or without taking possession of the Product sell it as CSHPL sees fit; and
- m. (iii) The Customer must pay to CSHPL the costs and expenses incurred by CSHPL of any legal advisers on a solicitor / client basis, mercantile agents and other agents acting on CSHPL's behalf in respect of the enforcement of these terms and conditions, or recovery or attempted recovery of either the money owing by the Reseller Partner to CSHPL or possession of the Product.
- n. Until property passes to the Customer, the Product is not to be affixed to any of its premise and the Customer must ensure that the Product may be removed from those premises without causing damage of any kind to the premises.
- o. The Customer's right to hold and sell the Product will immediately cease if an administrator or a controller within the meaning of section 9 of the Corporations Act or similar officer is appointed to all or any assets or undertaking of the Customer or an order is made or resolution passed for the winding up of the Customer or the Customer is deregistered or if CSHPL believes at its own discretion and without having to provide any reason that its interests are or are likely to be in any way imperilled by an act or omission on the part of the Customer or any of its servants or agents or any one or more of its creditors. In any such case, and without the need for notice or demand by CSHPL, the Customer acknowledges any subsequent sale or purported sale of the Product will not be in the ordinary course of the Customer's business and the proceeds of any Product sold in such circumstances will be held on trust for CSHPL by the administrator, controller, liquidator or similar officer as the case may be, or if there is no such officer by the Customer.
- q. Product invoiced to the Customer and held by CSHPL for any reason shall be held at the Customer's risk and expense.
- r. This section 11 is not intended to create a charge and shall be read down to the extent necessary to avoid creating a charge.
- 12. Product Returns**
- The Customer must notify CSHPL in writing of any damage, shortage, or other discrepancy to Products within five (5) days after delivery. After the 5th day the Customer is deemed to have accepted the Products and may not revoke acceptance. CSHPL will at its discretion generally accept products for return within thirty (30) days of invoice / despatch date provided the goods are in original condition, original packaging, current version and not a special order, hardware, peripheral or clearance item. Otherwise CSHPL will make its best effort to arrange exchange with the manufacturer or accept the goods back for resale. CSHPL may, at its discretion charge the Customer a restocking fee of up to 25% for product returns (except where products are defective). Software packages with broken seals cannot be returned or refunded due to copyright and licensing restrictions. Return or exchange of computer hardware and peripherals is sometimes not possible due to third party constraints on CSHPL (unless faulty). Unless agreed otherwise prior to ordering, all sales shall be considered firm sales. Products cannot be returned without a return material authorisation ("RMA") number. Returned Products must be in original manufacturer's shipping cartons or equivalent. All Products must be returned, freight prepaid, as specified in the RMA. Products not eligible for return will be returned to Customer freight collect, or at CSHPL's option, held for the Customer's account at the Customer's expense.
- 13. Force Majeure**
- CHSL shall not be liable for any failure or delay in supply or deliver of the goods where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of CSHPL including, but not limited to, war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, civil commotions or accidents of any kind.
- 14. Use of Products**
- Products are not authorised for use in unclear, critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If the Customer uses or sells the Products for use in any such applications, the Customer acknowledges that such use or sale is at the Customer's sole risk. The Customer agrees to indemnify, defend and hold CSHPL and the Product manufacturer harmless from and against any and all liabilities and costs arising out of or in connection with such use or sale.
- 15. Export/Import**
- Certain products sold by CSHPL and other related technology and documentation are subject to export control laws, regulations and orders of the United States, the European Union, and/or other countries ("Export Laws"). Customer shall comply with such Export Laws and obtain any license, permit, or authorization required to transfer, sell, export, re-export or import the Products and related technology and documentation. Customer will not export or re-export any Products to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the U.S. Department of Treasury or Commerce.
- 16. Termination**
- If the Customer fails to comply with any of these Terms and Conditions or being a natural person or persons commits any act of bankruptcy, or being a corporation passes a

resolution for winding up or liquidation (other than for the purposes of reorganisation or reconstruction) or administration or enters into any composition or arrangement with creditors of if a receiver or manager or administrator or controller is appointed for any property or assets of the Customer or becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, or if a liquidator or provisional liquidator or administrator is appointed, or if CSHPL believes at its own discretion and without having to provide any reason that its interests are or are likely to be in any way imperilled by an act or omission on the part of the Customer or any of its servants or agents or any one or more of its creditors, CSHPL may, in addition to exercising all or any of its rights against the Customer, suspend any further deliveries and immediately recover possession of any goods not paid for in accordance with the Terms and Conditions of Sale.

17. Privacy

The Customer must:

- a. Comply with
- (i) The Privacy Act 1988 (Cth) ("Privacy Act") and any guidelines issued by the Commissioner
- (ii) Any privacy policy or approved privacy code which has been adopted by CSHPL; and
- (iii) Any direction of CSHPL regarding how to comply with any such legislation, privacy policy or code;

In respect of any Personal information which the Customer receives or has access to under these Terms and Conditions of Sale;

- b. Cooperate with CSHPL in the resolution of any complaint alleging a breach of the Privacy Act, a privacy policy or an approved privacy code;
- c. Obtain Consent from the Customer's end user customer (and any other permitted user) to allow CSHPL to collect, disclose and store any Personal information (including credit related information received from the Customer) for the performance of this Agreement and otherwise satisfy CSHPL's obligations under the Privacy Act;

d. notify CSHPL promptly if:

- (i) Consent is not obtained; and
- (ii) There are any changes to the Customer's information collection, handling or consent proceedings. The terms: "Personal information, has the meaning given to it in the Privacy Act; "Consent" means a user's consent to Customer:
- (iii) Collecting, using or disclosing Personal information about them;
- (iv) Providing their Personal Information to third parties including CSHPL; and
- (v) Transferring their Personal Information outside Australia for the purposes of processing it.

18. Advertising and Passing Off

Neither party shall use the name, trademarks, trade names or logos of the other without the other's prior written consent.

19. Notices

Any notice required or permitted to be sent to either party or any agreement entered into pursuant hereto shall be deemed to have been given when in writing and delivered personally, faxed with a confirmation document, delivered by overnight courier or mailed postage prepaid by registered or certified mail, return receipt requested, to the registered corporate address of such party or such other address which the parties may designate in writing. Notices to CSHPL must be sent to 5a Pacific Rise, Mount Wellington, Auckland, New Zealand 1060.

20. Electronic Communications

- a. In addition to delivery in person, via post and via facsimile, the Customer agrees to have invoices sent via email.
- b. The Customer agrees that email communication from CSHPL to the Customer constitute an "electronic communication" within the meaning of the Electronic Transactions Act 2000(NSW).
- c. The Customer agrees that in agreeing to receive invoices via email, and the service of notices under the NSW Act 1999 or any like or similar legislation that may be applicable in the State or Territory where the goods were delivered to the Customer via email, the Customer is in both instances designation "an information systems for the purpose of receiving electronic communications" within the meaning of the Electronic Transactions Act 2000(NSW).
- d. The Customer agrees that evidence of the "dispatch" (within the meaning of the Electronic Transactions Act 2000 (NSW) by CSHPL of an email is also prima facie evidence of the "receipt" of the email by the Customer within the meaning of the Act. Unless the contrary is proven the time of receipt will be deemed to be twenty (20) seconds after the time of the "dispatch" of the email.

21. Errors and Omissions

Due to the dynamic nature of industry, prices, promotions, versions and availability advertised are subject to change without prior notice. CSHPL will make every effort to ensure the accuracy; however the documents and graphics published may contain technical inaccuracies or typographical errors. CSHPL makes no representations about the suitability of this information; it is provided "as is" without warranty of any kind. If an error is made or a product is listed at an incorrect price, CSHPL shall maintain the right to refuse or cancel any orders placed. If the order has been confirmed and charged to credit card but not yet despatched, CSHPL shall immediately issue a refund.

22. Statement of Debt

A certificate signed by a Director, Secretary, Financial Controller or Credit Manager of CSHPL shall be prima facie evidence of the amount of indebtedness of the Customer to CSHPL at that time.

23. Governing Law

The Customer agrees that these Terms and Conditions of Sale shall be construed according to the laws of the State or Territory as CSHPL may in its sole discretion determine. Proceedings by either CSHPL or the Customer may be instituted and/or continued in such State or Territory as CSHPL may in its sole discretion determine. Failing such determination the Customer consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of Victoria applying the laws that State. The United Nations Convention on Contracts for the international Sale of Goods shall not apply and all the rights and obligations of both parties are valid only in Australia.

24. General

- a. Customer may not assign any of its rights and obligations under the Terms and Conditions of Sale without the prior written consent of CSHPL. The Terms and Conditions of Sales are binding on successors and assigns.
- b. CSHPL and Customer are independent contractors and agree that the Terms and Conditions of Sale do not establish a joint venture or Reseller Partnership. The term "Partner" is not to be construed in its traditional legal sense, and is used as a descriptive term only.
- c. The Customer agrees and acknowledges that statements or advice (technical or otherwise) if given without charge, are an accommodation only to Customer and CSHPL has no responsibility or liability for the content or use of such statements or advice.
- d. CSHPL's failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of the Terms and Conditions of Sale.
- e. CSHPL may at any time, and from time to time alter their Terms and Conditions of Sale and such altered Terms and Conditions of Sale shall apply from the date of alteration. A copy of current Terms and Conditions of Sale can be found on CSHPL's website, www.techplus.com.au. The Customer acknowledges and warrants that he/she/it will regularly inspect the said website for any updated or altered Terms and Conditions and that there is no duty or obligation whatsoever on CSHPL to inform or advise the Customer of any such altered Terms and Conditions.

Signed by Authorised OfficerDate / /