

Tensor Design Terms and Conditions of Sale, Service and Technical Support ("Terms and Conditions")

1. DEFINITIONS

"Tensor" means Tensor Design Pty Limited (ACN: 117 618 612).

"Customer" means the person or legal entity identified as the "Purchaser" below.

"Contract" means a contract for sale by Tensor to the Customer of the products and/or services incorporating the Terms and Conditions.

2. FORMATION OF CONTRACT

2.1 The product (s) sold and/or services rendered are subject to the Terms and Conditions to the exclusion of any other terms and conditions stipulated or referred to by Customer. The Customer acknowledges that it is aware of the contents of and agrees to be bound by the Terms and Conditions.

2.2 These Terms and Conditions are subject to the laws of Australia including without limitation the Trade Practices Act 1974 (the Act).

3. ORDERS, PRICE AND PAYMENT

3.1 Unless credit terms have been expressly agreed by Tensor, a 20% deposit will be required on signing of this contract with the remaining 80% of payment to be made at the time of installation.

3.2 Customer shall bear all country, provincial, government, state and local sales, use, goods and services, value added, excise, privilege and similar levies/taxes.

4. SOFTWARE

4.1 All software provided is subject to the terms and conditions of the license agreement relating to that software. Customer acknowledges its obligations to abide by such license agreements. Customer acknowledges that Tensor does not warrant any software under these Terms and Conditions. In addition to any rights the customer may have under statute, all software is warranted in accordance with the license agreement that governs its use.

4.2 All rights, title or interest in respect of the intellectual property rights in the software remain with Tensor or the licensor of the software at all times.

5. TITLE AND RISK

Title to and risk in the products shall pass to the Customer upon delivery of the products to Customer. Title to those products, which are software, shall remain with the applicable licensor(s) at all times.

6. DELIVERY

6.1 Tensor shall deliver and/or install the products to the place of delivery designated by Customer and agreed to by Tensor ("Place of Delivery").

6.2 Any dates quoted by Tensor for the delivery and/or installation of the products are approximate only and shall not form part of the Contract. Tensor shall not be liable for any delay in delivery and/or installation of the products and/or services, howsoever caused.

7. ACCEPTANCE OF PRODUCTS

7.1 Unless the Customer notifies Tensor to the contrary on the day of delivery and such notification is confirmed in writing within two days, the Product(s) shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the Contract. The Customer shall not be entitled to withhold payment of all or any of the price of the Product(s) whilst any claim is being investigated by Tensor.

8. WARRANTY

8.1 Unless specified otherwise and in addition to any rights the Customer may have under statute, Tensor warrants to the Customer that Tensor branded Products or any other Product supplied by Tensor, will be free from defects in materials and workmanship affecting normal use for a period of one year from invoice date ("Standard Warranty") when installed by a qualified Tensor Design technician.

8.2 This Standard Warranty does not cover damage, fault, failure or malfunction due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Tensor, usage and/or storage and/or installation not in accordance with Product instructions, failure to perform required preventive maintenance, normal wear and tear, act of God, fire, flood, war, act of violence or any similar occurrence; any attempt by any person other than Tensor personnel or any person authorised by Tensor, to adjust, repair or support the Products and problems caused by use of parts and components not supplied by Tensor.

8.3 The Standard Warranty does not cover any items that are in one or more of the following categories: software; external devices; accessories or parts added to the Product after the Product is installed by Tensor; accessories or parts that are not installed by Tensor technicians.

8.4 During the one-year period beginning on the invoice date, Tensor will repair or replace Products deemed faulty by Tensor technicians.

8.5 While not affecting any non-excludable warranty or guarantee implied by law, Tensor does not give any warranty that the Products are fit for any particular purpose and this Standard Warranty is given in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, trade usage, course of dealing or otherwise including warranties or conditions of merchantability, fitness for purpose, satisfactory quality and/or compliance with description, all of which are hereby excluded to the fullest extent permitted by law.

8.6 The Customer agrees that to the extent permitted by law, in relation to third party products purchased through Tensor, where such of the Products are covered by a relevant manufacturer's warranty, then the Customer will first make a claim against the manufacturer and shall utilise that warranty for the support of such Products and in any event not look to Tensor for such warranty support in the first instance.

9. SERVICE AND TECHNICAL SUPPORT

Tensor will provide general service and technical support to Customer in accordance with the then-current service and technical support policies in effect. Service and support offerings may vary from product to product. If Customer purchases optional services and support as listed on Customer's invoice, Tensor will provide the optional service and support to Customer in accordance with the then-current terms and conditions in the optional service contract between Tensor and in addition to the Standard Warranty. Tensor may, at its discretion, revise its general and optional service and support programs and the terms and conditions that govern them. Tensor has no obligation to provide service or support until Tensor has received full payment for the product or service/support contract for which service or support is requested.

10. LIABILITY

10.1 Tensor shall not be liable in contract or in tort for any loss or damage suffered and consumers' rights are limited to those set out in these Terms and Conditions and under statute.

10.2 To the extent permitted by law and subject to clause 10.7, Tensor's total liability herein in respect of each event or series of connected events shall not exceed the total price paid for the purchase of products and/or services under these Terms and Conditions.

10.3 The Customer shall indemnify Tensor and keep Tensor fully and effectively indemnified against any loss of or damage to any property or injury to or death of any persons caused by any negligent act or omission or wilful misconduct of the Customer, its employees, agents or sub-contractors or by any breach of its contractual obligations arising out of these Terms and Conditions.

10.4 To the extent permitted by law, Tensor and Customer agree that Tensor will not be liable for Products not being available for use, or for data or software which is lost, corrupted, deleted or altered. Tensor shall not be liable to the Customer for any incidental, indirect, special or consequential damages arising out of or in connection with the purchase, use or performance of products or services, even if Tensor has been advised of their possibility.

10.5 Any service response times stated by Tensor in the service contracts are approximate only and Tensor shall not be liable for any direct or indirect loss or damage arising from its failure to meet such response times, howsoever occasioned.

10.6 To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by Tensor shall be subject to correction without any liability on the part of Tensor.

10.7 Under the Act, where implied conditions and warranties cannot be excluded, Tensor's liability for breach of such conditions and warranties (other than a condition or warranty implied by section 69 of the Act) shall be limited, at Tensor's option, to :

- (a) in the case of products, the replacement of the products or the supply of equivalent products; the repair of such products; the payment of the cost of replacing the products or of acquiring equivalent products; or the payment of the cost of having the products repaired; OR
- (b) in the case of services, the supplying of services again; or the payment of the cost of having services supplied again.

11. FORCE MAJEURE

Neither party shall be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of the party so delaying, and such party shall be entitled to a reasonable extension of time for the performance of such obligations.

12. GOVERNING LAW

These Terms and Conditions and any disputes relating thereto shall be governed by the laws of and applicable in New South Wales. The parties hereto hereby submit to the exclusive jurisdiction of the courts of New South Wales.

13. GENERAL

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.

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In signing this document I affirm that I have read and agree to the terms and conditions as stated above.

Representative of Tensor Design Pty Ltd

Witness Signature and Name (Print)

Signature of Licensee

Witness Signature and Name (Print)