

TERMS AND CONDITIONS OF SALE

Reference to Net Leverage in this document means Net Leverage Pty Ltd, ABN 60 101 902 425. These terms and conditions apply to all purchases of Goods and Services. No other terms apply unless specified in a quotation issued by Net Leverage or otherwise agreed between Net Leverage and the Purchaser in writing.

1 Orders

1.1 Orders must be placed by purchase order issued by the Purchaser. Orders are subject to Net Leverage acceptance.

2 Price

2.1 Prices set out in any quote or price list are exclusive of any tax, impost, duty, freight, insurance or other levies, unless otherwise specified.

2.2 Net Leverage reserves the right to replace or vary any price list at any time without recourse or liability to Net Leverage.

2.3 Unless otherwise specified in a quote, a quote shall be valid for a period of 14 days.

2.4 Prices include packaging in accordance with Net Leverage's standard practices.

2.5 Recommended prices are indicative only. Purchaser is free to set its own prices.

3 Delivery

3.1 Net Leverage will use its reasonable endeavours to make goods available to the carrier for delivery by the delivery date set out in the relevant quotation or within any delivery lead time notified to the Purchaser, as applicable. Delivery dates are calculated from Net Leverage's acceptance of an order.

3.2 Net Leverage is not liable for late delivery of goods. Net Leverage shall be entitled to deliver by way of partial shipments. Late and/or incomplete delivery of any Goods purchased shall not entitle the Purchaser to cancel, rescind or repudiate an accepted order. If delivery is delayed for reasons attributable to the Purchaser, Net Leverage may invoice the Purchaser for additional costs incurred and store the goods at the Purchaser's risk.

4 Title & Risk

4.1 Title to goods (except software) passes on payment in full of the invoiced amount. Until payment in full is received, title to all goods remains in Net Leverage and:

(a) the Purchaser shall hold all such goods in its possession, custody or control, including any goods delivered to a customer of the Purchaser (whether by Net Leverage directly or otherwise) where title in those Goods has not passed to that customer, as bailee for Net Leverage;

(b) the Purchaser shall ensure that such goods in its possession, custody or control, are stored in such manner that they are readily distinguishable from other goods owned by the Purchaser or any other person;

(d) any sale of the Goods by the Purchaser to a customer of the Purchaser (whether or not strictly in accordance with sub-clause 4.2) shall be effected only as bailee and trustee for Net Leverage and the proceeds of the sale of those Goods will be held on trust by the Purchaser for Net Leverage (the "Trust Moneys");

(e) the Trust Moneys shall be:

(i) paid immediately to Net Leverage; and

(ii) clearly identified in the books and records of the Purchaser as Trust Moneys.

4.2 Purchaser shall have the right to sell the Goods in its own name and not as agent for Net Leverage but only if the sale is at fair market value and in the ordinary course of the Purchaser's business.

4.3 In the event that:

(a) payment for goods is not received by Net Leverage in accordance with these terms and conditions (including, without limitation, clause 4.1) or the Purchaser otherwise breaches these terms and conditions:

(b) Net Leverage becomes aware or has reason to suspect that a third person (whether as agent for the Purchaser or otherwise) may attempt to levy execution against, or otherwise threaten or deny Net Leverage's title to such goods and/or its entitlement to the Trust Moneys; or

(c) the Purchaser is, or is deemed under any applicable legislation to be, unable to pay its debts when they fall due (other than as a result of the failure to pay a debt or claim the subject of a good faith dispute) or stops or suspends or threatens to stop or suspend the payment of all or any class of its debts; or

(d) a receiver, a receiver and manager, administrator, liquidator or similar officer is appointed to the Purchaser or any part of its property or a distress, attachment or other execution is levied or enforced,

then Net Leverage may, at any time, without notice to the Purchaser and without prejudice to any right it may have against the Purchaser or otherwise:

(e) terminate any agreement relating to such goods and the bailment referred to in sub-clause 4.1;

(f) enter into any premises owned or occupied by the Purchaser where Net Leverage believes the Goods may be stored;

(g) repossess the Goods without liability for any damage that may be caused; and

(h) subsequently dispose of the Goods at Net Leverage's discretion.

4.4 The Purchaser shall not, while the Goods remain in the Purchaser's possession, custody or control, incorporate or mix goods title to which remains with Net Leverage with any other goods if the consequence would be that such goods do not remain a readily identifiable and removable part of the end product.

4.5 Net Leverage may at any time set off any amounts which Net Leverage owes to the Purchaser against any amount owed by the Purchaser to Net Leverage.

5 Payment Terms

5.1 Payment of invoiced amounts is due 14 days from the invoice date. Interest accrues on overdue amounts at an annual rate equal to the rate charged by Net Leverage's principal bank for overdrafts applicable on the date on the due date plus 2%, calculated daily from the due date.

5.2 The Purchaser must reimburse Net Leverage all costs and expenses which it incurs in collecting any payment which is overdue.

6 Warranties

6.1 Net Leverage warrants that goods supplied by it will be free from defective material and workmanship for a period of 12 months from the delivery date.

6.2 The warranty for goods repaired or replaced under these provisions applies for the longer of 30 days from the date of return of the repaired or replaced good and the unexpired portion of the original warranty period.

6.3 These warranties do not apply to:

(a) goods which have been abused, misused or modified without Net Leverage's consent or in respect of which non-Net Leverage approved spare or replacement parts have been used;

(b) goods which have been subject to excessive heat, humidity, water, liquids, corrosive chemicals, power surges or fluctuations;

(c) goods which have been improperly installed or damaged by persons other than Net Leverage;

(d) damage caused by a force majeure event (eg fire, flood, etc).

6.4 The Purchaser must make warranty claims within the warranty period. For a valid warranty claim, the Purchaser must obtain from Net Leverage a return materials authorisation (RMA) and return the faulty or defective good to Net Leverage at Purchaser's cost in accordance with Net Leverage's instructions accompanying the RMA. Net Leverage must at its option and expense:

- (a) repair, have repaired or replace the goods; or
- (b) authorise the Purchaser to repair or replace the goods on terms and conditions to be agreed.

6.5 Net Leverage will make reasonable efforts to repair or replace faulty or defective goods and return them to Purchaser as promptly as possible.

6.6 These warranties are Net Leverage's only warranties. Net Leverage excludes all warranties and conditions implied by law (except to the extent they cannot be excluded) including, without limitation, warranties as to merchantability, non-infringement or fitness for purpose. Clause 6.1 constitutes the exclusive recourse of the Purchaser and the entire liability of Net Leverage with respect to warranty claims.

6.7 If any condition or warranty is implied into this Agreement under the Trade Practices Act 1974 or any equivalent State or Territory legislation and cannot be excluded, the liability of Net Leverage for breach of the condition or warranty will be limited to one or more of the following as determined by Net Leverage in its absolute discretion:

- (a) in the case of goods any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
- (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

7 Software

7.1 Goods supplied to Purchaser may contain software. All of software components, taken together constitute the "Software Programs". Net Leverage Pty. Ltd. Hereby grants you a license in the Software Programs for personal and internal business purposes.

7.2 As the end user of the Software Programs you may not copy, modify, reproduce, resell, rent / lease or use the Software Programs to provide a business of software as a service or grant the right to any other person or entity to do so.

8 Upgrade Support

8.1 In absence of a valid and up-to-date software subscription, Net Leverage will only grant the end-user the right of installing and reactivating the Software Programs on the original workstation and physical or virtualised piece of hardware within 60 days of purchase date.

8.2 Without an exception any install, re-install and upgrade of the Software Programs beyond 60 days of purchase, requires an up-to-date and valid Net Leverage software subscription.

8.3 Software subscription is only valid for a C-Class local and non-publicly routable network of which the original workstation, physical or virtualised piece of hardware was member of at the time of first installation of the Software Programs. The software subscription is not transferable.

9 Confidentiality

9.1 The Purchaser must not disclose confidential information of Net Leverage to any person (other than its employees with a need-to-know) or use the information except to use, operate and maintain goods supplied by Net Leverage. Copyrighted material may only be copied with consent.

10 General

10.1 These terms and conditions are governed by the laws of New South Wales, Australia.

These terms and conditions may only be amended by agreement in writing.

10.2 These terms and conditions may not be waived except in writing signed by the party granting the waiver.

11 Liability

11.1 Net Leverage is not liable in contract, tort or otherwise for any general, special, indirect or consequential loss or damage or any loss or damage arising from or attributable to any failure to realise expected savings, loss of data, corruption of data, downtime costs, loss of use, loss of goodwill, loss of actual or anticipated revenue or profit suffered or incurred by purchaser or any third person, even if Net Leverage has knowledge of the possibility of that loss or damage.

11.2 Net Leverage's cumulative liability for all claims arising out of or in connection with the manufacture, sale, delivery, use or repair of goods will not exceed the invoiced price of the item giving rise to the claim.

11.3 Net Leverage is not liable for any loss or damage due to causes beyond its reasonable control.

11.4 The Purchaser must give Net Leverage notice of any breach of these terms and conditions and a further 30 days to cure the breach before exercising any remedies available to it.