

The following terms and conditions should not be construed as an offer to a user of this website and are produced for information purposes only. These terms and conditions will apply only if expressly referred to in our quotation or proposal. We may change these terms and conditions from time to time without notice. You should confirm all conditions of sale with us before relying on these terms and conditions to buy any product or services.

THE BRIDGE NETWORKS STANDARD TERMS AND CONDITIONS

1. Order: Any orders we accept from you will be subject to these terms and conditions even if your order does not specifically refer to these terms and conditions. Any order or other communication from you which differs from or adds to these terms and conditions will not be valid without our express written consent. We may charge you a cancellation charge of up to 100% of the price stated in our quotation if you cancel your order after our acceptance.

2. Price: Catalogues, price lists and other advertising material used by us are intended only as an indication as to the price and range of products offered. Prices are Ex Works (Incoterms 2000) Sydney exclusive of freight, packing, insurance and related handling charges, GST, duties, fees, bank charges or other service charges unless otherwise stated in our quotation. All quoted or listed prices are based on our cost of supplying the deliverables to you. If before delivery there is an increase of any of these costs in any way, the price payable may be subject to amendment at our discretion and we will endeavour to notify you as soon as practicable.

3. Exchange Rate: Prices are stated in AUD and based on the exchange rate shown on our quotation. Any variation in the exchange rate and the rate paid at the date of invoicing will be to your account.

4. Payment: You must pay any monies you owe us 30 days from the date of our invoice unless otherwise stated in our quotation, without any set-off or deductions and if applicable, according to the milestones stated in our quotation. Late payments may be subject to a monthly charge of 1.5% on any unpaid amounts.

5. Scope: The deliverables which we provide to you and the responsibility matrix detailing our and your responsibilities are stated in our quotation.

6. Specifications: Products are provided according to the manufacturer's standard specifications as these may be improved, substituted or modified. We will not be liable for any loss or damage caused by or resulting from any variation for whatever reason in the manufacturer's specifications or technical data and from reduction or cessation of supply following such variation. We will endeavour to advise you of any such impending variation as soon as we receive notice from the manufacturer.

7. Delivery and Acceptance: The products will be delivered to the destination stated in your order. Any delivery and performance datelines are estimates only and we will use our reasonable commercial endeavours to meet them. We may make partial delivery and will not be liable for any loss or damage suffered as a result of any delays or failure to deliver irrespective of the cause. You must inspect the products on delivery and will be deemed to have accepted the products unless you notify us with details of any claim within 5 days of delivery.

8. Title and Risk: Title to hardware products will remain our property until all monies owing are paid in full. Risk will pass to you upon delivery. We accept no liability for any loss or damage caused by the carrier even if we arranged

freight at your request to the destination which you advised us.

9. Product Warranty: We warrant that we have a licence to supply all products to you. If any of the products (other than software) are defective in materials or workmanship under normal operation or service during the period of 12 months from delivery, such products will be repaired or replaced only according to the warranty cover and terms provided by the manufacturer provided that no unauthorized modifications to the products or the system of which the products form part have taken place. Field services may be provided at our option if a reasonable effort by your qualified technical personnel has not corrected the problem. You must pay all travel and living expenses associated with such field services provided by us or the manufacturer's personnel. We are not responsible for the cost of labour or other expenses incurred in repairing or replacing defective or non-conforming parts. We will not consider any claim for refund, or compensation until liability, if any, has been established or agreed with the manufacturer.

10. Service Warranty: If you purchase services as part of the deliverables, we warrant all workmanship for a period of 12 calendar months from completion of performance as certified by us.

11. Documentation: Unless otherwise stated in our quotation, we will not provide any documentation including any interface drawings or installation layouts. Ownership of all documents relating to hardware products which we provide to you in any medium belong to the applicable proprietary owner. You are granted a non-transferable, non-exclusive licence to use them to enable you to use, install and operate the hardware products in Australia.

12. Disclaimer: To the extent permitted by law and except as expressly provided in these terms and conditions, WE DISCLAIM AND EXCLUDE ALL WARRANTIES, whether express or implied, by statute or otherwise, including but not limited to the warranties of description, design, quality, fitness for a particular purpose or arising from any prior course of dealing, usage or trade practice. Subject to clauses 9 and 10, WE EXCLUDE ALL LIABILITY:

- (i) IN RESPECT OF PRODUCTS SUPPLIED TO US BY THIRD PARTIES FOR INCLUSION IN THE DELIVERABLES. ALL SUCH PRODUCTS ARE SUPPLIED SUBJECT TO ANY LIMITATIONS OF ACTION, LIABILITY, WARRANTY OR OTHERWISE IN THE TERMS PROVIDED BY OUR SUPPLIER;
- (ii) FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE, INCLUDING BUT NOT LIMITED TO COMMERCIAL LOSS AND LOST PROFITS, OF ANY NATURE.

THESE EXCLUSIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING OUT OF THE SUPPLY OR USE OF THE DELIVERABLES. Where such liability cannot be excluded, we limit our liability at our option to the cost of repair or

replacement of the products or the supply of equivalent products or the re-performance of the services or the refund of the sale price less a reasonable charge for use and such liability is our sole and entire liability to you.

13. Insurance: Until title passes to you, you will hold the products as our bailee and keep them properly stored, protected and insured and identified as our property or the property of the proprietary owner, as the case may be.

14. Termination: If you fail to pay on time or if you become insolvent or bankrupt or have a receiver appointed to protect and control your assets, we are entitled to immediately stop manufacture of all your orders, shipments or services to you and repossess at your cost all products which remain our property and immediately terminate by written notice the affected order or these terms and conditions.

15. US Export Law: If the products are manufactured in the United States of America, you must not export or re-export any products in violation of the export law of the United States.

16. Excusable Delay: We are not responsible for any delay caused by any event which is not within our direct control. We will be entitled to a delivery schedule or price adjustment in the event of such excusable delay.

17. Confidentiality: Subject to any applicable Non-Disclosure Agreement made by you and us, you must maintain in strict confidence all information we disclose to you including without limitation all prices, technical and business data, drawings, software and know-how. You must only use such information for the sole purpose of using the deliverables according to these terms and conditions. Information disclosed to us will not be subject to confidentiality obligations unless expressly agreed by us. These confidentiality obligations will survive the termination of these terms and conditions and will continue for 3 years thereafter.

18. Notices: Any notices required must be sent to the addresses stated in our quotation or your order and are taken to have been received if delivered personally, on delivery; if sent by pre-paid post, 3 days after date of posting; if sent by facsimile, upon successful completion of transmission; if sent by email, 1 hour after transmission by the sender provided that the sender does not receive a notification that the email was not delivered.

19. Waiver: If we fail to exercise any right it will not be construed as a waiver unless agreed by us in writing. A waiver in any one instance will not constitute an amendment to these terms and conditions or indicate any continued waiver of such right(s) on any other occasions.

20. Severance: If any provision here is void, voidable, unenforceable or invalid because of any statute then that provision must, to the extent of the invalidity or unenforceability, be severed from these terms and conditions.

21. Governing Law: These terms and conditions will be governed by the laws of New South Wales and you agree that the courts of New South Wales have jurisdiction to hear any matter under these terms and conditions.

22. Entire Agreement: These terms and conditions constitute the entire agreement between you and us and supersede all prior oral or written communications or agreements with respect to the deliverables. No

amendments may be made to these terms and conditions unless in writing and signed by you and us. If there is a conflict between these terms and conditions and any orders, attachments or quotations, these terms and conditions will prevail to the extent of such conflict.

23. Meanings: “we, us, our” means The Bridge Networks Pty Ltd ABN 18 108 646 340. “you, your” means the party to whom we agree to supply the deliverables according to these terms and conditions. “day” means calendar day. “delivery, deliver” means in the case of products, the handing over of such products at our premises in Sydney into the custody of the carrier and in the case of services, their completion as certified by us. “deliverables” means products or services or both. “manufacturer” includes any supplier from whom we obtain the deliverables. “products” means goods including but not limited to hardware and software items. “software” means any computer program or any machine readable/usable instruction, related documentation and data and includes any upgrades, updates, enhancements, modifications and new release.

24. Additional Software Licence Terms and Conditions: If we provide software as part of the deliverables, the following additional terms and conditions will apply:

We are not the manufacturer of software licensed to you but an authorised distributor of that software. All software is supplied under license of the applicable proprietary owner. Title or ownership to software does not transfer to you under any circumstances.

You are solely responsible for complying with these or any terms and conditions attaching to the software (including if so required, the execution and return of a separate software licence). You are now notified that failure to comply with such terms and conditions could result in you being refused a software license or having the license revoked by the proprietary owner. You further agree to indemnify us in respect of any costs, charges or expenses which we incur following action by the proprietary owner as a result of your breach of such terms and conditions.

We do not warrant that any software is error free or that you will be able to operate the software without problems or interruptions. All software is supplied “as is” and our sole obligation to you is to use reasonable endeavours to obtain and supply a corrected version from the relevant manufacturer if such software fails to conform to its product description or proves in any other way to be defective PROVIDED ALWAYS that you notify us of any defect or non-conformity within 30 days of the date of delivery of the software. Any defects in the software are subject to the warranty cover, if any, and terms provided by the applicable proprietary owner.

You are granted a non-transferable, non-exclusive license to use the software solely in connection with the hardware purchased from us on which the software was originally installed. We are under no obligation to supply updates to such software unless stated in our quotation.

You may make 1 archival copy of the software provided you label each copy of the software with the copyright, trademark, and proprietary notices in the original software. All copies of the software, when not in use, must be destroyed or maintained in a secure place within your business premises under access and use restrictions

compatible with these terms and conditions. You are deemed to own only the magnetic or other physical media in which the software (original and all copies) are recorded.

Unless expressly authorised in these terms and conditions or in any third party software licence terms, you must not rent, lease, sell, or distribute; or reverse engineer, disassemble, decompile, modify, translate or adapt the software or create any derivative. You may use the functionality resident in the software only if it is expressly stated in our quotation.

The term of the license to the software will be coextensive with your ownership of the hardware, subject to earlier termination by us due to breach of these terms. Upon such termination, you must immediately discontinue use of the software and promptly return to us all copies of the software and comply with the terms of the license applicable to the software.