

PRICING IS SUBJECT TO THESE TERMS AND CONDITIONS OF SUPPLY. ANY VARIATION TO THESE TERMS AND CONDITIONS OF SUPPLY IN A FINAL SUPPLY CONTRACT MAY IMPACT PRICING AND OTHER TERMS LISTED HEREIN  
BT IMAGING PTY LTD (ABN 69 125 728 707)

Terms of Our Quotes	The sale of goods and any services incident thereto and is based upon the specifications in effect on a quote. Unless otherwise indicated, any offer shall be effective for 14 days from the date on any offer. When signed by all parties, this shall be an enforceable contract.
Support Services	Provided by local service engineer of BT Imaging or representative.
Software Upgrades	Software upgrades are provided free of charge during the Warranty Period. Additional software upgrades after 12 months will be made available for a price to be advised, unless otherwise agreed.
Warranty Period	12 months from date of shipment, unless otherwise agreed.
Final Acceptance Test	All equipment will be installed and validated according to the Final Acceptance Test Specification which will be available to customer prior to Delivery.
Delivery	Unless otherwise stated, delivery will be ExWorks (Sydney, Australia or as elsewhere Manufactured) (as defined in Incoterms 2000 published by the International Chamber of Commerce). Freight and insurance costs, if any, will be in addition to all other charges.
Estimated Delivery Date	Standard delivery is approximately 4 months from first payment date unless otherwise stated. Priority of Delivery will be determined by order date.
Currency	All figures are in US\$ unless otherwise stated
Scope	No terms and conditions other than the terms and conditions contained herein shall be binding upon Seller unless accepted by the Seller in writing by an Officer of Seller. All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto, unless agreed in writing by the Seller. All prior proposals, negotiations and representations, if any, are merged herein.
Buyers Cancellation	Upon acceptance of the purchase order by the Seller the Buyer may not cancel the purchase order under any circumstances.
Seller's Cancellation	Seller shall have the right to cancel any unfilled order without notice to Buyer in the event that Buyer becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, enters receivership or external administration or becomes unable to meet its financial obligations in the normal course of business.

Shipment and Risk of Loss

Unless otherwise agreed in writing all shipments are Ex Works (Incoterms 2000) Seller's manufacturing facility Sydney, Australia or any alternative place of manufacture. Seller's liability for delivery shall cease and all risk of loss or damage shall pass to the Buyer upon delivery to Carrier. Products held for Buyer shall be at Buyer's risk and expense. Unless otherwise agreed in writing Seller shall not be held liable for any damages or expenses caused by delay in delivery. The parties acknowledge that the delivery dates are approximate. The acceptance of the products by the Buyer shall deem a waiver of all claims for delay. On international shipments, air freight shipment is the only form of shipping acceptable to the Seller.

Title

1. Title to the Hardware Goods shall remain vested in the Seller and shall not pass to the Buyer until the purchase price for the Hardware Goods has been paid in full, per the payment terms herein, and received by the Seller. Until title to the Goods passes:
  - A. the Seller shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the Hardware Goods to recoup amounts due and payable by the Buyer to the Seller;
  - B. the Seller and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which the Hardware Goods or any part are stored, or upon which the Seller reasonably believes them to be kept, to retake the Hardware Goods;
  - C. the Buyer shall store and mark the Hardware Goods in a manner reasonably satisfactory to the Seller indicating that title to the Hardware Goods remains vested in the Seller; and
  - D. the Buyer shall insure the Hardware Goods to their full replacement value, and arrange for the Seller to be noted on the policy of insurance as the loss payee.
2. Buyer acknowledges and agrees that so long as any portion of the purchase price remains unpaid the Seller will be entitled to register a security interest and or charge over the Hardware Goods however and wherever they may be stored and or controlled.
3. Irrespective of whether title to the Hardware Goods remains vested in the Seller, risk in the Hardware Goods shall pass to the Buyer upon delivery.
4. The Software Goods are licensed, not sold, for use only under the terms and conditions that can be found at:  
<http://www.btimaging.com/#leula/c1wxn/>

Delays	Time is NOT OF THE ESSENCE and Seller will not be responsible for any damages arising from delay in delivery. Seller will make commercially reasonable efforts to meet any delivery date(s) quoted in the agreement. However, under no circumstance shall Seller be liable to Buyer for any delay in shipment or failure to meet any quoted delivery date(s) or for any delay in performance hereunder. Seller shall have the right to indefinitely postpone the time for delivery due to unforeseen circumstances or due to a cause beyond its control. Examples of such causes are acts of God, wars, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, strikes, transportation delays or shortages, inability to obtain material or supplies, excessive demand for products over available supply, interruption for any reason in the manufacture of products by Seller's supplies, or other causes not within Seller's control, whether of the class of causes herein before enumerated or not.
Support and Installation Services	Seller will provide installation, testing and support services according to the description of the offering, eligibility requirements, service limitations, and Buyer responsibilities described in this document. Additional services performed by Seller at Buyer's request that are not included in an accepted purchase order for services will be chargeable at the applicable published service rates for the country where the service is performed.
Price	Except as otherwise specified by Seller in writing the price of the Products, as set forth in any Quote does not include sales, use, excise, value added or any other taxes or assessments levied by any federal, state, municipal or other governmental authority, unless Seller expressly agrees otherwise. Seller reserves the right to increase the prices contained herein by an amount equal to any additional duty, tariff, tax or other charge, or as the result of Terms and Conditions of Sale not compliant with the terms described herein.
Payment	Except where otherwise specifically agreed, payment must be made to the Seller's nominated bank account within the 30 days following the date of invoice. Unless agreed in writing, all payments are to be in US Dollars. For certain contracts Seller may require payment to be secured by a Letter of Credit or bank guarantee. Where partial delivery is made the Buyer shall be obliged to pay for each instalment separately, if the Seller so requires. Time for payment is of the essence and if payment is not made on the due date the Seller shall be entitled to: (i) Charge interest on the outstanding amount at the rate of 12% per annum on the unpaid balance, calculated daily. (ii) Require payment in advance of delivery of undelivered goods; (iii) Refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery. (iv) To terminate the contract. Unless otherwise agreed in writing by the Seller the Buyer shall not be entitled to exercise any right of set-off or counterclaim against monies owed to the Seller for goods invoiced and delivered to it.

## Warranty

SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OTHER WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR CUSTOM OF TRADE OTHER THAN THAT SELLER WARRANTS ONLY THAT THE PRODUCT COMPLIES WITH SELLER'S SPECIFICATION SHEET FOR THE PRODUCT AT THE TIME OF DELIVERY, PROVIDED THAT DEVIATIONS FROM SPECIFICATIONS WHICH DO NOT MATERIALLY AFFECT PERFORMANCE OF SUCH PRODUCT IN THE SYSTEM AND CONFIGURATION IN OR FOR WHICH IT IS INITIALLY INSTALLED OR QUALIFIED BY BUYER SHALL NOT BE DEEMED TO CONSTITUTE FAILURE TO COMPLY WITH SUCH SPECIFICATIONS. SELLER SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE DAMAGES, LOST PROFIT, OR REVENUE EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH LOSS ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

Any claim against Seller must be made within one year from the date of shipment and Seller has no liability thereafter. To the extent permitted by law, Seller's liability is limited to repair or replacement of the defective product or credit of the price paid for the defective product. Allegedly nonconforming product shall be returned as provided herein to Seller, transportation charges prepaid. All warranties cover only defects arising under normal use in compliance with Seller's specifications and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, modification, or improper installation, or repairs by anyone other than Seller. All warranties contained herein shall be void upon the Buyer using non-approved parts or as a result of damages caused by Buyers or third-party installation, expansion, modifications or maintenance, or added components via non-authorized, non-approved parts. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty relating the products other than as specifically provided herein.

Any and all applications of the Seller's product only supports sample types in common use at the date of the Quote. To the extent permitted by law, Seller offers no warranty or support in respect of any other application of Seller's product.

The design, development or manufacture by Seller of a product for Buyer shall not be deemed to produce a work made for hire and shall not give to Buyer any copyright or other intellectual property right or interest in the product. All such rights shall remain the property of Seller. No license, express or implied, with regard to any trademark of Seller or its affiliated companies is granted to a Buyer under this agreement. Sale of products or any part thereof does not convey to Buyer any license, express or by implication, estoppels or otherwise, under any patent or patent claim with respect to which Seller can grant licenses covering completed equipment, or any assembly, circuit, combination, method or process in which any such products are used as components (notwithstanding the fact that such products may have been designed for use in or may only be useful in such patented equipment, assembly, circuit, combination, method or process, and that such products may have been purchased and sold for such use). Seller expressly reserves all rights under such patent or patent claim. The Seller retains the copyright in all documents, catalogues, specifications and plans supplied to Buyer pursuant to or ancillary to the contract.

This warranty is non-transferable and offered to the Buyer only.

Reverse Engineering	Buyer covenants that it will not attempt to "reverse engineer" or otherwise discover Seller's intellectual property, patentable, patented or non-patented invention, trade secrets, secret processes, or other confidential information embodied or contained in Seller's products.
Intellectual Property	Seller shall own and shall retain all right, title and interest in and to: (a) any of its intellectual property rights, including any development thereof (including all copies, modifications, improvements and derivative works thereof, by whomever produced); (b) all of its service marks, trademarks, trade names or any other designations associated with Company's technology and products; and (c) all copyrights, patent rights, trade secret rights, and other proprietary rights relating to Company's technology and products, whether registered or not (collectively "Intellectual Property Rights").
Export	The goods may be subject to export controls and regulations of the country of manufacture, or the country of shipment. Export may require a valid export license. Seller's acceptance of Buyer's order and delivery of goods is conditioned on compliance with applicable export controls. Seller will have no obligation to sell or deliver any product until all export licenses have been granted and there are no other impediments arising from any applicable export regulations. No goods sold to Buyer may be exported or re-exported unless such export or re-export complies fully with all applicable export regulations.
Assignment	Buyer may not assign, delegate, or transfer, by operation of law or otherwise, any of its rights or obligations under this contract to any third party without the prior written approval of Seller. Any attempted assignment, delegation, or transfer in violation of this paragraph will be null and void.
Waiver	No failure of Seller to insist upon compliance by Buyer with any of these terms and conditions, or to promptly exercise any right accruing from any default by Buyer, will impair Seller's rights or remedies with respect to that breach or default or any subsequent breach or default. All waivers must be in writing and signed by the party to be charged. Waiver of any breach or failure to enforce any term of this contract will not be deemed a waiver of any other breach or right to enforce that may thereafter occur.
Entire Contract	This contract contains the entire understanding of the parties with respect to the subject matter contained herein, may be amended only by a written instrument executed by Buyer and Seller, and supersedes any prior or contemporaneous understandings, statements, or agreements (whether oral or in writing). There are no restrictions, promises, warranties, covenants or undertakings arising from usage in the trade, course of dealing, or course of performance. The paragraph headings in this contract are for reference purposes only and will not affect in any way the meaning or interpretation of this contract.
Severability	Should any provisions of this contract to be invalid, illegal, or unenforceable, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law and the unaffected provisions of this contract will remain in full force and effect.

Applicable Law

Unless, otherwise agreed in writing, this contract shall be governed by the laws of the State of New South Wales, Australia without applying conflict of laws rules. Buyer hereby consents to the jurisdiction of the courts of New South Wales, Australia. The Parties agree hereby acknowledge and agree that the provisions of the UN Convention on Contracts for the International Sale of Goods and any legislation implementing that convention are expressly excluded and shall not apply to this contract.

Notices

All notices, consents, or reports permitted or required under this contract must be in writing and must be delivered by personal delivery, private courier, or certified or registered mail, return receipt requested, and will be effective upon receipt. Notices to Seller must be sent to the address set forth below or such other address as Seller may specify in writing.

BT Imaging Pty Ltd

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