

TRADING TERMS AND CONDITIONS – November 2009

ADIMEX - ABN 14 007 351 313

1. Definitions

In these conditions:

Customer means the customer to whom ADIMEX has agreed to supply goods or services; **Goods or services** means the goods or services which ADIMEX has agreed to supply to the Customer;

ADIMEX means ADIMEX -business unit of Digistor Pty Ltd (A.B.N. 14 007 351 313) or any subsidiary or business unit of ADIMEX acting as a supplier of goods or Services.

2. Contract

A quotation given by ADIMEX to the Customer constitutes an offer by ADIMEX to supply goods or services to the customer from ADIMEX on these conditions to the exclusion of all other conditions. A contract is made when ADIMEX accepts an order to supply goods or services ordered. These terms and conditions will form part of this contract. The law applicable in New South Wales governs this contract and each party submits to the jurisdiction of the courts in that state.

3. Status

These conditions replace all previous conditions imposed by ADIMEX and apply to the exclusion of any conditions of purchase used by the Customer even if they form part of the Customer's order. No variation of these conditions binds either party unless confirmed in writing by ADIMEX.

For Rental/Hire of equipment ADIMEX's rental terms and conditions will apply. This can be requested by email/phone

4. Price

Unless ADIMEX states otherwise, prices are set out in ADIMEX's quote which are valid for the duration of the quote. The price payable is the price set as at the date of invoice.

Prices include ADIMEX's standard packaging. ADIMEX may charge extra for special packaging requirements.

Where ADIMEX gives a quotation to the Customer in respect of the price of goods or services, subject to any express contrary provision in the quotation, prices quoted apply only to contracts made within 14 days of the date of the quotation. After that, prices quoted are subject to change without notice to reflect prices in effect as at the date of invoice.

Unless expressly stated otherwise, prices quoted for goods or services do not include any GST or similar taxes or other domestic or foreign government duties, charges and taxes, freight charges or credit card surcharges. Where applicable, those duties, charges and taxes will be added to the price or will be otherwise payable as a separate charge to the Customer.

5. Payment

All invoices are payable PRIOR to delivery of goods. For this reason, the funds need to be cleared by the bank prior to delivery. However, if a credit account is approved, invoices are due and payable in full by the 30th day from the date of invoice. If the customer defaults in payment, then all monies due to ADIMEX will become immediately due. ADIMEX reserves the right to charge the Customer interest on any overdue account at a rate 2% per month above the Westpac Banking Corporation reference-lending rate. Interest will be calculated daily from the due date until the invoice is paid in full; and

The Customer must pay all costs and expenses (including legal costs and mercantile agents fees) which ADIMEX may incur in attempting to recover the overdue amounts.

In case of default, ADIMEX reserves the right to terminate the credit agreement and request additional security as it deems necessary.

Payment via an approved credit card (Visa, American Express, Bankcard, Diners or MasterCard) will attract a 2% surcharge.

A Credit Application can be downloaded from URL- <http://www.ADIMEX.com.au>

6. Title and risk

Risk in goods or services passes to the Customer on the collection, delivery or supply of the goods or services to a carrier for delivery to the Customer. ADIMEX will not take responsibility for any damage or loss caused by the carrier, even if the carrier has been appointed by ADIMEX.

ADIMEX may withhold supply to the Customer where, ADIMEX has insufficient goods to fulfill the order, the goods ordered have been discontinued, the Customer is in breach of any contract with ADIMEX; or ADIMEX considers it appropriate for any other valid reason.

7. Reservation of title

Title to the goods does not pass until the Customer makes payment in full and the funds are cleared. Until title to the goods passes, the customer possesses the goods as fiduciary bailee and agent for ADIMEX.

If the Customer fails to comply with any of these conditions or ADIMEX in its absolute discretion considers that the Customer is in financial difficulties, ADIMEX has the right to immediate possession of the goods and the Customer irrevocably authorises ADIMEX to enter any premises occupied by the Customer at any time (forcibly if necessary) in the Customer's name, without notice to any person, and take the goods.

8. Claims

Any claim for shortage in supply or damage to the goods ordered must be notified to ADIMEX within 24 hours of receiving the goods.

9. Method of Delivery

Unless the contract specifies the means by which goods are to be transported, ADIMEX will choose the means of transport, the cost of which will be on billed. Unless otherwise agreed by ADIMEX and the Customer, ADIMEX will deliver the goods to the Customer's store where they must be unloaded at the Customer's cost and risk.

10. Returns and replacement /Standard Warranty

ADIMEX (hereinafter referred to as 'the Company') guarantees to the purchaser that all new products purchased carry a manufacturer's warranty (minimum 12 months) and the Company's 90-day return to base service warranty. The warranty commences from the date of delivery, unless otherwise specified.

The Company will, within the first 90 days, repair or replace free of charge any part or parts of the product, only if the defect is diagnosed as a faulty product or workmanship. After 90 days the standard manufacturers warranty continues. Individual manufacturers warranty conditions may vary from those offered in the Company's 90 day warranty, detailed here, and may

therefore result in additional charges being applicable.

The warranty cover is for the repair or replacement of the defective product, or parts contained within. It does not automatically entitle the purchaser to a replacement of the complete product.

All warranties by the Company are return to base (nearest ADIMEX office) and as such, any charges that may be incurred in order to receive the product from, and/or return the product to, the customer, including but not limited to freight, insurance, onsite visits, etc, will be at the customers expense. The warranty does not cover onsite assessments or repair.

Software, configuration or corruption problems are not covered by either the manufacturer's or the Company's service warranty and will be charged at the Company's current applicable rates.

Manufacturer's 'bugs' are not covered by either the manufacturer's or the Company's service warranties. However, the Company will endeavor to provide the purchaser with a suitable fix or work-around.

The Company will endeavor to repair or replace any faulty hardware found within the shortest time possible. Any delays on replacement parts from manufacturers are beyond the Company's control and, as such, the Company will not be held liable for any down time, loss of income or any other financial cost that the Customer may incur directly or indirectly as a consequence of service delays.

The Customer is responsible for saving or backing up data contained in any equipment on which services are performed (either at the Company's premises, Customer's premises or any other place the Customer desires), and whether the equipment is goods or any other property. The Company has no responsibility for any such data or the equipment in which the data is contained and notwithstanding any other provision the Company shall have no liability arising out of any damage to or loss of such data or the equipment while the equipment is in the Company's possession or while services are being performed on the equipment at the Customer's premises.

If the Company finds that a product has been tampered with or damaged, all warranties are void and no hardware or service repairs will be undertaken without prior consultation with the customer.

The Customer is advised to handle all products with care and always use anti-static procedures while handling computer components. The Company prefers to receive all warranty repairs in their original packaging, however if the original packaging is not available please make sure packaging used is appropriate for courier transportation. If the product is found to be inappropriately packaged all warranties will be void.

Non-defective returns will be subjected to a 25% restocking Fee.

11. Change of Ownership

The Customer shall inform ADIMEX as immediately as possible of any changes in ownership, registered particulars or any other relevant information