

1. DEFINITIONS

- 1.1 "ISI" shall mean Information Systems Integration Limited, or any agents or employees thereof.
- 1.2 "Client" shall mean the Client, any person acting on behalf of and with the authority of the Client, or any person purchasing products and services from ISI.
- 1.3 "Products and Services" shall mean the provision of information technology consulting services, system solutions, server set up, automation engineering and associated hardware, programming and all associated products and services and all charges for time and attendances, hire charges, insurance charges, or any fee or charge associated with the supply of products and services by ISI to the Client.
- 1.4 "Price" shall mean the cost of the Products and Services as agreed between ISI and the Client and includes all disbursements eg charges ISI pay to others on the Client's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by ISI from the Client for the supply of Products and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Client authorises ISI to collect, retain and use any information about the Client, for the purpose of assessing the Client's credit worthiness, enforcing any rights under this contract, or marketing any Products and Services provided by ISI to any other party.
- 3.2 The Client authorises ISI to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Client is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the Products and Services shall be deemed to be sold at the current amount as such Products and Services are sold by ISI at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products and Services that is beyond the control of ISI between the date of the contract and delivery of the Products and Services.

5. PAYMENT

- 5.1 Payment for Products and Services shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by ISI in the enforcement of any rights contained in this contract shall be paid by the Client, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

6. QUOTATION

- 6.1 Where a quotation is given by ISI for Products and Services:
 - 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
 - 6.1.2 The quotation shall be exclusive of Products and Services and services tax unless specifically stated to the contrary;
 - 6.1.3 ISI reserve the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where Products and Services are required in addition to the quotation the Client agrees to pay for the additional cost of such Products and Services.

7. RISK

- 7.1 The Products and Services remain at ISI's risk until delivery to the Client.
- 7.2 Delivery of Products and Services shall be deemed complete when ISI gives possession of the Products and Services directly to the Client or possession of the Products and Services is given to a carrier, courier, or other bailee for purposes of transmission to the Client.
- 7.3 The time agreed for delivery shall not be an essential term of this contract unless the Client gives written notice to ISI making time of the essence.

8. AGENCY

- 8.1 The Client authorises ISI to contract either as principal or agent for the provision of Products and Services that are the matter of this contract.
- 8.2 Where ISI enters into a contract of the type referred to in clause 8.1 it shall be read with and form part of this agreement and the Client agrees to pay any amounts due under that contract.

9. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 9.1 Title in any Products and Services supplied by ISI passes to the Customer only when the Customer has made payment in full for all Products and Services provided by ISI and of all other sums due to ISI by the Customer on any account whatsoever. Until all sums due to ISI by the Customer have been paid in full, ISI has a security interest in all Products and Services.
- 9.2 If the Products and Services are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products and Services shall remain with ISI until the Customer has made payment for all Products and Services, and where those Products and Services are mixed with other property so as to be part of or a constituent of any new Products and Services, title to these new Products and Services shall be deemed to be assigned to ISI as security for the full satisfaction by the Customer of the full amount owing between ISI and Customer.
- 9.3 The Customer gives irrevocable authority to ISI to enter any premises occupied by the Customer or on which Products and Services are situated at any reasonable time after default by the Customer or before default if ISI believes a default is likely and to remove and repossess any Products and Services and any other property to which Products and Services are attached or in which Products and Services are incorporated. ISI shall not be liable for any costs, damages,

expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. ISI may either resell any repossessed Products and Services and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and Services and credit the Customer's account with the invoice value thereof less such sum as ISI reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

9.4 Where Products and Services are retained by ISI pursuant to clause 9.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

9.5 The following shall constitute defaults by the Customer:

- 9.5.1 Non payment of any sum by the due date.
- 9.5.2 The Customer intimates that it will not pay any sum by the due date.
- 9.5.3 Any Products and Services are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products and Services.
- 9.5.4 Any Products and Services in the possession of the Customer are materially damaged while any sum due from the Customer to ISI remains unpaid.
- 9.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.
- 9.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
- 9.5.7 Any material adverse change in the financial position of the Customer.

9.6 If the Credit Repossession Act applies to any transaction between the Customer and ISI, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

10. PAYMENT ALLOCATION

- 10.1 ISI may in its discretion allocate any payment received from the Customer towards any invoice that ISI determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by ISI, payment shall be deemed to be allocated in such manner as preserves the maximum value of ISI's purchase money security interest in Products.

11. SECURITY INTEREST FOR SERVICE PROVIDERS

- 11.1 The Client gives ISI a security interest in all of the Client's present and after-acquired Property in or on which:
 - 11.1.1 ISI has installed Products and Services;
 - 11.1.2 ISI has performed services;
 - 11.1.3 Products and Services and materials supplied or financed by ISI have been attached or incorporated.

12. LIABILITY

- 12.1 The Consumer Guarantees Act 1993, the Commerce Act 1986, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon ISI which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on ISI, ISI's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 12.2 Except as otherwise provided by clause 12.1 ISI shall not be liable for:
 - 12.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the Client or another person and whether in contract, or tort (including negligence), or otherwise and whether such loss or damage arises directly or indirectly from products and services provided by ISI to the Client; and
 - 12.2.2 The Client shall indemnify ISI against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of ISI or otherwise, brought by any person in connection with any matter, act, omission, or error by ISI its agents or employees in connection with the products and services.

13. COPYRIGHT AND INTELLECTUAL PROPERTY

- 13.1 ISI, owns and has copyright in all software, systems, solutions, drawings, designs, specifications, electronic data and documents produced by in connection with the Products and Services provided pursuant to this contract and the client may use the products and services only if paid for in full and for the purpose for which they were intended and supplied by ISI.

14. CONSUMER GUARANTEES ACT

- 14.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires Products and Services from ISI for the purposes of a business in terms of section 2 and 43 of that Act.

15. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 15.1 If the Client is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for ISI agreeing to supply products and services and grant credit to the Client, also sign in their personal capacity and jointly and severally personally guarantee and undertake to ISI the payment of any and all other monies now or hereafter owed by the Client to ISI. Any personal guarantee made by any party shall not exclude the Client in any way whatsoever from the liabilities and obligations contained in this contract. The guarantors and Client shall be jointly and severally liable under the terms and conditions of this contract.

16. MISCELLANEOUS

- 16.1 ISI shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 16.2 Failure by ISI to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations ISI has under this contract.
- 16.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.