

## Terms and Conditions for Sale of Equipment and Services

### 1. Total Quoted Price.

1.1 Refer to pricing on previous pages ("the quote")

### 2. Currency and Exchange Rate.

2.1 All pricing provided in this quote are in A\$. Prices may be subject to A\$/£, A\$/US\$ and A\$/Euro exchange rate variations.

### 3. Goods and Services Tax.

3.1. In this quotation "GST" means any consumption tax imposed by government whether at point of sale or elsewhere and includes (without limitation) a Goods and Services tax, a broad based consumption or indirect tax and value added tax.

3.2. Our quoted price is exclusive of GST.

### 4. Validity of the quotation.

4.1. We will hold this quotation firm for a period of 7 days from its date but if it is not accepted within that time we reserve the right to vary the price and/or the terms and conditions of this quotation.

### 5. Scope of Quotation.

5.1. The price includes:

5.1.1. the purchase price of the Equipment;

5.1.2. delivery of the equipment at the customer's premises;

5.1.3. installation and commissioning of the Equipment in an accessible area in the Customer's Premises;

5.1.4 training at the customer's Premises (not exceeding three persons)

### 6. Delivery.

6.1. Subject to availability. Generally next day delivery in the Sydney metro area.

6.2 Delivery cost will be charge to the client.

### 7. Terms of Payment.

7.1. The customer must pay the price as follows:

7.1.1. 50% down-payment, on acceptance of this quotation.

7.1.2. 50% before delivery

7.1.3 Interest on past due balances will be charged at 1.8% per month

### 8. Terms and conditions of Trade.

8.1. The client commits to provide to its expenses all necessary assistance as well as necessary modifications such as: electrical system modification, telephone line etc., thus an adequate installation site for the best results possible in the installation of the system in its premises.

8.2. ColourProcess Pty Ltd is not responsible for omissions or errors that could have been committed by the user or all other person executing the works.

8.2. ColourProcess Pty Ltd is not responsible of all indirect or direct loss from utilization of its services or systems.

8.3. It is agreed between parties that ColourProcess Pty Ltd will not be responsible for delays or non respect of the present contract that could have been caused as a result of a lack of equipment or workers, strike or lock-out, riots, war, regulation or governmental decrees and any other conditions out of the control of ColourProcess Pty Ltd.

In the case that the implementation procedure is delayed as a result of the non-availability of equipment on the part of the client, the client will be eligible for the cost of the delay.

8.4 The client printer should be in good condition and the colour accuracy of the profile will vary depending of the condition, age and how well maintained the printer is onsite. ColourProcess Pty Ltd will not be responsible for any colour shift to any standard.

8.5. No refund on training.

8.6. In the case of cancellation of the order or contract in the implementation process, incurred expenses to this point, as well as all purchases undertaken for the account of the client, are to be invoiced in its entirety.

8.7. In the case of an implementation suspension for a period exceeding thirty (30) days, the incurred expenses are to be invoice.

8.8. This quotation and any agreement resulting from the customer's acceptance will be subject to the attached Terms and Conditions of Trade but in the event of any inconsistency between this quotation and the attached Terms and Conditions of Trade, the terms of this quotation will prevail.

### 9. Cancellation fee

9.1 No costs will occur if service is cancelled more than 7 days prior to installation.

9.2 If Cancellation occurs less than 7 days prior to installation, 50% of installation fee and traveling fee will apply.

9.3 If cancellation occurs less than 72 hours prior to installation, 100% installation

### 10. Intellectual Property

10.1 The customer acknowledges and agrees that ColourProcess Pty Ltd and/or Yves Roussange (the "Licensor") is the owner of all copyright and other intellectual property rights subsisting in relation to training and other services and any manuals or other materials (whether in printed or electronic format) provided by the Licensor in connection with the equipment, including (without limitation) all trade or service marks, know how, drawings, trade secrets, computer programs, data bases, logos, copyright and similar industrial or intellectual property. The customer further acknowledges and agrees that it has no proprietary right or interest in such

intellectual property. The customer must not remove, alter or obfuscate any intellectual property, trademark and/or copyright legends or notices appearing in any such manuals or other materials. The customer may only use such intellectual property as licensee for the specific purpose for which it was provided and, subject to the *Copyright Act 1968* (Cth), the customer must not copy, reproduce or disseminate such manuals or other materials without the prior written consent of the licensor, which may be given or withheld in its discretion.