



Colour Process Pty Ltd
ABN 87 116 807 437

P.O. BOX 284
Kensington NSW 1465 Australia
Ph +61 2 8006 4985 Fax +61 2 6526 2198
Email: info@colourprocess.com.au
www.colourprocess.com.au

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\$/Ca\$, 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 the 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 hold this quotation firm for a period of 7 days from its date but if it's 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 to 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 peoples)

6. Delivery.

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

6.2 Delivery costs will be charged 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% prior to delivery

7.1.3 For ongoing trade, 14 days from invoice date applies

7.1.4 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 providing an adequate installation site with the necessary assistance as well as necessary modifications such as: electrical system modification, telephone line etc., to ensure the best results possible for the installation of the system at the clients premises.

8.2. ColourProcess Pty Ltd is not responsible for omissions or errors that are committed by the user or all other persons 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, they will be eligible to recoup the cost of the time delay.

8.4. No refunds are given on training.

8.5. In the case of a cancellation of the order or contract in the implementation process, incurred expenses to this point, as well as all purchases undertaken by the client, are to be invoiced in their entirety.

8.6. In the case of an implementation suspension for a period exceeding thirty (30) days, the incurred expenses will be invoiced.

8.7. This quotation and any agreement resulting from the customer's acceptance of the agreement 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 Fees.

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

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

9.3 If cancellation occurs less than 72 hours prior to installation, 100% of the installation fee will apply.

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 plus 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, workflows, 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 licensed 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 on its discretion.

11. Software support

11.1 The starting date of software support is from the date of the invoice

11.2 ColourProcess will provide free of charge ongoing telephone and remote software support the first 60 days after installation.

11.3 Telephone and remote software support will be charged at a flat rate per incident after the 60 day period finishes.

11.4 On site support will be charged as ½ day or full a day per incident plus transportation and accommodation costs if required.

12. Liability

ColourProcess is not liable for any loss, including lost profits, or any other direct, indirect, incidental or consequential damages, arising from the use of, or the inability to use, the software, costs or expense incurred by the Customer or claims against the Customer by any third party.

ColourProcess liability is limited to repair or replace the supported products. In the case that applicable that applicable laws prohibit such a provision, any liability shall be limited to a total of A\$ 500.00 (Five Hundred Australian Dollars).