

Standard Terms of Trade

The terms of trade set out below govern all of the supplies of Products from Datamonde Limited ("Datamonde", "we", "us") to the purchaser ("you"). They are effective from 15 February 2007 and will replace all Datamonde Limited terms of trade and any conditions contained in any document used by you and purporting to have contractual effect. Your acceptance of any Products from Datamonde Limited indicates your continuing acceptance of these terms of trade.

1. GENERAL

- 1.1. In these conditions, "Software" includes all relevant documentation, manuals, printed and written matter; "Supplier" means Datamonde Limited's suppliers; "Products" means computer hardware, peripherals, accessories, Software and other goods or services of any kind which are supplied by Datamonde Limited to you primarily for resupply by you; "Website" means any internet website owned and operated by Datamonde Limited.
- 1.2. Where you purchase any Products presented on the Website or otherwise use the Website, the Website trading terms, which incorporate these terms of trade, shall apply. Where you acquire goods or services supplied by other parties through the Website or through links on the Website, you do so on the condition that Datamonde Limited is not liable to you in any way for those goods or services.

2. PRICING AND ORDERING

- 2.1. Prices may be altered without notice.
- 2.2. Datamonde Limited reserves the right to refuse to accept any order or any part of an order, and to deliver goods by instalments, in which case each instalment will comprise a separate contract and shall be paid for as if it were a separate order.

3. RISK AND DELIVERY

- 3.1. You are responsible for insurance and risk in the Products from the earlier of the time they are received by a carrier for delivery to you or the time they are collected by you or your agent.
- 3.2. You agree to pay all delivery costs.
- 3.3. All claims for shortage or damage during delivery must be made to the carrier within 7 days of the date of delivery. Where goods appear to be damaged or missing you must contact the carrier and us immediately.
- 3.4. We will make every effort to ensure delivery of Products, or performance of services, is on time, but will not be liable to you for any loss or damage arising in any way from any delay in delivery or performance. Delay in delivery or performance does not entitle you to cancel any order.
- 3.5. Unless otherwise stated, all Products will be box shipped and it is your responsibility to assemble, configure and install them.
- 3.6. Where you ask us to deliver goods directly to another person, that person takes possession of the goods for you as your agent, and you are still directly responsible to us under these terms of trade.

4. PAYMENT

- 4.1. Unless we have agreed in writing to extend credit to you, you must pay in cash or by credit card before supply.

- 4.2. Where we have agreed to extend credit to you, you must pay in full within 7 days of date of invoice, unless we have agreed to different payment terms. Your payment is made only when funds have fully cleared through the banking system into our bank account. Payments which you make to us will be considered to be applied first to any amount owing in respect of service work, then to payment for any goods which have been purchased as inventory and which have been sold by you, then to payment for goods supplied by us which have not been sold by you. We may allocate your payments in this manner at any time after receipt even if we have sent you a statement which indicates payments are allocated in a different manner.
- 4.3. We may debit your account with reasonable costs incurred as a result of your choice of payment method.
- 4.4. We have sole discretion to determine the amount of credit we will extend to you at any time.
- 4.5. You agree to pay for the Products in full without deduction or setoff and to pay goods and services tax and any other government duties, levies or taxes in respect of the Products.
- 4.6. If payment is not made in full by the due date, we are entitled to charge you interest on the unpaid overdue balance at the rate of 5% per annum above the current overdraft rate charged by our bankers, compounding monthly on the unpaid balance owing on the first day of each month until payment in full is received by us, and we may charge you costs (including collection costs and legal costs on a solicitor-client basis) and suspend delivery of further Products or performance of further services until the account is paid.
- 4.7. Notwithstanding clauses 4.2 and 4.3 above, all payments shall immediately become due to us if you refuse to accept delivery of any Products without reasonable cause, if we reasonably believe that the information which you have given us in your application for credit is incorrect or no longer correct and you have failed to give us correct information satisfactory to us within 5 days of our request, if you sell or otherwise dispose of any goods which have not been paid for without our consent, if you become insolvent, commit any act of bankruptcy, if a receiver, liquidator or statutory manager is appointed over any of your assets or undertaking, if you make or attempt to make an arrangement or composition with creditors, or if you fail to comply with any of the provisions of clause 6.

5. PROPERTY

- 5.1. With the exception of Software which is subject to licence (where it is not intended that title should ever pass to you, but shall remain in Datamonde Limited as principal or as agent for the software licensor), property and ownership in Products, whether in their original form or incorporated in or attached to another product will not pass to you but will remain with us until we receive payment in full of the purchase price of the Products and all other amounts that you owe to us for any reason.
- 5.2. Until property passes to you, you shall hold any Products in trust as fiduciary bailee for us and/or the software licensor, and store them in a manner to enable them to be identified and cross referenced to particular invoices.
- 5.3. Unless otherwise notified in writing, where goods are supplied to you as inventory or otherwise for resupply (including by way of attachment to or incorporation into manufactured or assembled goods) you are authorised to sell the Products in the ordinary course of your business, but you must hold any accounts receivable or other proceeds for our benefit. If you use any money proceeds to purchase replacement inventory, whether from Datamonde Limited or a third and its proceeds as collateral for our benefit until all sums owing to us are paid, you hold that replacement inventory.
- 5.4. Where you acquire any Products for your own use as equipment, you must tell us immediately in writing and you must not resell or part with possession of those Products before you have paid for them in full, unless we have given you written consent.
- 5.5. Where Datamonde Limited reasonably believes you are or will be in breach of any part of clauses 4, 5 or 6 of these terms of trade:
 - 5.5.1. Datamonde Limited or its agent may without notice enter any premises under your control to remove any Products which are the property of Datamonde Limited, including Products installed in or

attached to any other goods, using such force as is necessary, and without prejudice to any other of Datamonde Limited's rights;

5.5.2. Datamonde Limited may appoint a receiver of all or any part of the collateral (being Products supplied by Datamonde Limited together with proceeds in any form) in accordance with clause 25 of the Auckland District Law Society Memorandum of General Terms and Conditions 6302, as amended from time to time. That clause is incorporated into these terms of trade in its entirety, together with any other clauses necessary for its operation.

5.6. You indemnify Datamonde Limited against all costs and claims in respect of its exercise of rights under this clause 5.

6. SECURITY INTERESTS

- 6.1. If we already have a perfected security interest in the products we supply to you together with their proceeds, that security interest is continued under these terms of trade. Otherwise, you grant us a security interest in the Products that we supply to you. Our security interest covers the Products together with all proceeds, whether or not those Products have become accessions to other goods or processed or commingled into or mixed with other goods. The goods and services subject to the security interest will be described on our invoices. Where Products that we supply to you have become mixed with other similar goods supplied by other persons, you grant us a security interest in the mixed goods to the value of the Products in the mixture that we have supplied to you but which have not yet been paid for.
- 6.2. You agree that you will do all acts necessary and provide to us on request all information we require to register a financing statement over the Products and their proceeds of all kinds, and that you will advise us immediately in writing of any changes to that information. You waive all rights to receive a copy of any verification statement of a financing statement.
- 6.3. You agree that you will supply us, within 2 business days of our written request, with copies of all security interests registered over your personal property, and you authorise us as your agent to request information from any secured party relating to any security interest which is held in any personal property which is or has been in your possession or control.
- 6.4. You agree that we may require you to pay all reasonable costs, including legal costs on a solicitor-client basis, associated with the discharge or amendment of any financing statement registered by us, whether or not the change was initiated by you.
- 6.5. If we repossess goods under this agreement, we may retain those goods or dispose of them without notice to you or any other person, and, after deducting reasonable costs of sale, we may credit any surplus by way of setoff against any sums owing to us. We shall not be obliged to furnish you with the statement of account or to pay to any person other than you or your receiver or liquidator any sum in excess of the total amount you owe us at the time we credit your account. We will not be obliged to reinstate this agreement or resupply any repossessed inventory or equipment to you.
- 6.6. You authorise us to search the Personal Property Securities Register at any time for any information about you or (if you are a company) your parent or associated companies.

7. RETURNS

- 7.1. You acknowledge and agree that returns shall only be accepted by us in accordance with our returns policy as notified to you from time to time on the Website, and that you may receive a full or partial credit for goods that have been returned to us only if, and to the extent that, we have consented in writing.

8. WARRANTIES

- 8.1. Goods are subject to the manufacturers warranties only. We will pass on the benefit of those warranties to you, without being directly liable to you under any warranty. Manufacturer's warranties are set out on the Website.
- 8.2. Where goods are subject to a return to base warranty, you are responsible for returning them to us or the manufacturer (as provided by the warranty) and you may be responsible for additional costs including (but not limited to) freight.
- 8.3. Any warranty may be voided by unreasonable use, damage or misuse (including problems caused by misuse or damage after the goods have left Datamonde Limited's care), negligent installation or operation, inadequate packaging, cleaning or maintenance, unauthorised repairs, modifications or the addition of hardware, software or consumables not supplied by Datamonde Limited. You will not be entitled to the benefit of any warranty if any sum that you owe Datamonde Limited for any reason is overdue.

9. OBLIGATIONS TO SUPPLIERS

- 9.1. We may impose certain conditions on you from time to time where our suppliers require us to do so.

10. COMPLIANCE WITH APPLICABLE US LAWS

- 10.1. You warrant that all technology, technical information and technical data received directly or indirectly by you from Datamonde Limited under these terms of trade is intended solely for the use of you and your customers. All Direct Products (as defined in the United States Department of Commerce Comprehensive Export Schedule) of such technology, technical information and technical data are intended solely for the use of you and your customers within such countries as are not forbidden or restricted now or hereafter by United States Export Administration laws; and those Direct Products shall not be exported except in strict compliance with all United States Export Administration laws and all other applicable United States laws, as now or hereafter exist. Datamonde Limited expressly reserves the right to refuse any order which, in Datamonde Limited's sole judgment is or may be a violation of such laws on the part of you or your customers.

11. LIMITATION OF LIABILITY

- 11.1. The provisions of the Consumer Guarantees Act 1993 ("CGA") shall not apply to any supply of Products to you, and the conditions, warranties and guarantees set out in the Sale of Goods Act 1908 or otherwise implied by statute or common law will not apply and are excluded from these terms of trade.
- 11.2. Datamonde Limited's maximum liability to you (if any) shall be limited to the value of any faulty Products or services supplied, and Datamonde Limited and its employees, contractors and agents, any manufacturers of the Products or any of their materials or components and any licensors of Software or suppliers of services, will not be liable to you for loss or damage of any kind however that loss or damage is caused or arises. This exclusion of liability includes, but is not limited to, costs (including costs of returning Products to Datamonde Limited or to any manufacturer or licensor), consequential loss, loss of profits, damage caused by or arising from delays in manufacturing or delivery, faulty or delayed installation.