

These terms and conditions ("**these Terms**") and any of CSA's documents referred to in them constitute the entire agreement between CSA and the Customer in regard to CSA's supply of the Products and/or Services to the Customer and supersedes all prior understandings, arrangements and agreements, except as otherwise agreed in writing by CSA.

1. Definitions

In these Terms:

A reference in these Terms to: the singular includes the plural and vice versa.

"**Customer**" means the person, business or company that is the purchaser of the Products.

"**Products**" means the computer hardware, software and any ancillary services supplied by CSA to the Customer.

"**Services**" means the services supplied to the Customers by CSA, its servants or agents.

"**Contract**" means the contract between the Customer and CSA for the supply of the Products and/or Services by CSA to the Customer and in respect of which these Terms form part.

2. Orders

(a) All orders for Products and/or Services placed by the Customer are subject to acceptance by CSA. No order will be deemed to have been accepted by CSA unless such acceptance has been confirmed in writing by an authorised representative of CSA. Once an order has been accepted by CSA, these Terms apply to the order. Any terms and conditions attaching to the Customer's order or any other Customer terms and conditions do not form part of the Contract unless those terms and conditions are agreed to in writing by an authorised representative of CSA.

(b) All quotations, tenders or price lists issued by CSA are not an offer to sell the Product to the Customer.

(c) Unless otherwise stated in these Terms or in writing by CSA's authorised representative, all prices quoted are exclusive of Goods and Services Tax ("**GST**") and all other taxes, freight charges, agents charges and any other charges, duty or impost.

3. Payment

(a) Unless otherwise agreed in writing the price of the Product and/or Services will be CSA's quoted price. Unless otherwise agreed in writing, upon receipt of a tax invoice from CSA the Customer must pay to CSA the amount of GST applicable to a supply under the Contract.

(b) Unless otherwise agreed in writing by CSA, payment is required prior to delivery of the Product and or the performance of the Services.

(c) If CSA agrees to supply Products and/or Services to the Customer on credit and the Customer fails to make a payment due to CSA pursuant to the agreed credit terms CSA may, in its sole discretion:

(i) Suspend the provision of credit until all amounts are paid in full;

(ii) Vary or cancel any credit facility it makes available;

(iii) Charge interest on any overdue amount at the annual rate of 3% above the prevailing base lending rate provided by CSA's principle banker;

(iv) Refuse further supply under the Contract; or

(v) Terminate the Contract without notice.

4. Delivery

(a) Unless otherwise agreed in writing CSA will deliver the Products to the Customer's premises as notified by the Customer in writing.

(b) Delivery times or any estimate of time to provide Services, advised to the Customer or stated in the Contract are estimates only and CSA will not be liable under any circumstances for any loss, damage or delay suffered or incurred by the Customer or its customers..

(c) CSA may make part deliveries of an order and each delivery will constitute a separate Contract in accordance with these Terms, unless otherwise agreed in writing by a CSA authorised representative.

5. Software

(a) If any Product supplied under these Terms is a software product then in addition to these Terms, that Product will be supplied subject to any applicable licence agreement or licensing laws.

(b) The Customer agrees to use the software Product in accordance with the terms & conditions of any applicable licence agreement and if required by CSA will execute any licence agreement.

(c) Where any of the software supplied is CSA Software then CSA agrees to grant to the Customer a non-exclusive, non-transferable licence in relation to the CSA Software.

6. Inspection & Acceptance

The Customer:

(a) must inspect all Products upon their delivery to the Customer;

(b) in the case of software Products, must confirm in writing to CSA that it has inspected and tested the Products; and

(c) in relation to any Product supplied by CSA that the Customer believes is defective or does not comply with its order, must within seven (7) days of delivery give written notification to CSA setting out how the item is defective or does not comply with the order.

If the Customer does not comply with this notice provision then to the extent permitted by the law, the Products will be deemed accepted by the Customer.

7. Title & Risk

(a) Risk of loss of or damage to the Products will pass to the Customer upon delivery of the Products to the Customer or when the Customer takes custody or control of the Products.

(b) Title in the Products will not pass to the Customer until the whole of the purchase price and any other charges payable under the Contract are paid by the Customer.

(c) Title to any software Products remains with CSA or the applicable third party licensor(s) at all times.

8. Customer Cancellation

(a) Unless otherwise agreed in writing, the Customer may not cancel an order that has been accepted by CSA.

(b) If CSA agrees to the cancellation of an order, the Customer will be liable for any of CSA's costs incurred prior to the date of cancellation.

9. Warranty

(a) The only warranties or conditions that apply to the Products and /or the Services are those warranties stated in or incorporated within this clause 9 or as otherwise agreed to in writing by CSA and all other warranties, whether express or implied, are excluded.

(b) CSA will notify the Customer of any applicable manufacturer's warranty in relation to the Product. Software Products are warranted in accordance with the relevant licence agreements that govern their use.

(c) CSA warrants to the Customer that all Services provided by CSA under these Terms will be provided with due care and skill and all Products manufactured by CSA will at the time of delivery to the Customer be of merchantable quality and conform to applicable National Standards.

(d) Certain legislation may imply warranties or conditions or impose obligations upon CSA that cannot be excluded, restricted or modified except to a limited extent. These Terms must be read subject to those statutory provisions.

(e) If CSA breaches any warranty or condition in relation to the Products and/or the Services, its liability will be limited, at its option, to:

(i) In the case of Products: the replacement of the Product or re-supply of equivalent products, repair of the Products or payment of costs to replace or repair equivalent product

(ii) In the case of Services: the supply of the Services again; or the payment of the cost of having the Services supplied again.

10. Liability

To the extent permitted by law, CSA will not be liable to the Customer or any other person under any circumstances for any loss of use, profit, revenue, production, interest, goodwill, data, or for any injury or death to any person, or for any indirect, incidental or consequential damages, sustained or incurred by the Customer, whether such liability arises directly or indirectly as a result of;

- (a) The supply, performance or use of any products or services; or
- (b) Any breach by CSA of its obligations under these Terms or any Contract.

11. Credit Assessment

(a) If Products and/or Services are supplied to the Customer on credit, CSA may need to disclose to a credit reporting agency certain information referred to in clause 11(c) about the Customer when assessing the Customer's application for credit and managing the Customer's account with CSA. The Customer authorises CSA to disclose such information to a credit reporting agency for these purposes.

(b) Subject to CSA's obligations under the Privacy Act 1988 and other applicable laws, CSA may give the information referred to in clause 11(c) to a credit reporting agency to obtain a consumer credit report about the Customer or to allow the credit reporting agency to create or maintain a credit information file about the Customer. CSA may disclose a credit report about the Customer to any credit provider, debt collection agency for the purpose of assessing the Customer's credit-worthiness or to collect overdue payments

(c) CSA may disclose information to the following effect relating to the Customer in accordance with clauses 11(a) and 11(b): Customer's name and address; credit limits on customer accounts, invoice/ order values; information that, in CSA's opinion, the Customer has committed a serious credit infringement and information that CSA has ceased to supply products and services to the Customer.

(d) CSA may obtain information about the Customer from any business that provides information about the commercial credit-worthiness of persons for the purposes of assessing the Customer's application to purchase on credit and collecting any overdue amounts.

(e) CSA may refuse to supply Products and/or Services to the Customer on credit on the basis of CSA's credit assessment of the Customer.

12. Privacy

(a) The Customer agrees to CSA collecting, using and disclosing information about the Customer of the kind referred to in clause 12(c) for

various purposes, including but not limited to:

- (i) Assess credit worthiness;
 - (ii) Supply the Products and/or Services to the Customer and the management of the account;
 - (iii) Communicate with the Customer about the products or services that CSA or its partners or affiliates may provide to the Customer;
 - (iv) Implement these Terms and any Contract; and
 - (v) Comply with relevant laws
- (b) CSA, at the written request of the Customer, will provide access to any personal information relating to the Customer held by CSA and correct or amend any personal information relating to the Customer held by CSA which is incorrect or out of date.
- (c) CSA will handle the Customer's personal information in accordance with relevant laws.

13. Intellectual Property

(a) The Customer acknowledges that:

(i) All trademarks, copyright and other intellectual property rights embodied in or in connection with the Products and/or Services, documentation, parts or software are the sole property of CSA or its suppliers; and

(ii) All intellectual property of CSA or its suppliers may only be used by the Customer with the consent of CSA or its suppliers, during the continuance of any relevant Contract, and such consent extends only to use essential for purposes stated in it. Any licensing of intellectual property rights in any software products supplied to the Customer will immediately cease upon expiry or termination of the relevant licence agreement that governs the use.

(b) The Customer must not, during or after the expiry or termination of any relevant Contract, without prior consent of CSA or its suppliers, register or use any trademarks, trade names, domain name, trading style or commercial designation or design used by CSA or its suppliers in connection with the Products.

(c) The Customer will indemnify CSA against all liabilities, damages, costs, expenses which CSA may suffer or incur as a result of work done in accordance with the Customer's specifications or as a result of the combination or use of Products with other equipment, parts or software not supplied by CSA, and which results in the infringement of any intellectual property of any person.

14. Confidentiality

(a) The Customer acknowledges that CSA has disclosed and may from time to time disclose to the Customer certain confidential information and documentation of CSA. Subject to clause 14(e) the Customer must:

(i) Only use the confidential information solely for the purposes contemplated under the Contract, and

(ii) Not, during the continuation of the Contract or thereafter, disclose to any third party the confidential information, other than is required to carry out such purposes.

(b) If disclosure of confidential information to a third party is necessary, the Customer will obtain from such third parties binding agreements to maintain in confidence the confidential information disclosed at least to the same extent as the Customer is bound to protect CSA's confidential information under this clause 14.

(c) Upon expiry or termination of the Contract, the Customer must cease to use and must return or destroy (as CSA may instruct) CSA's confidential information in its possession or control.

(d) The provisions of this clause 14 do not extend to any information that is:

(i) At the time of disclosure, rightfully known to or in the possession or control of the Customer and which is not subject to an obligation of confidentiality;

(ii) Public knowledge;

(iii) Approved to be disclosed by CSA; or

(iv) Required to be disclosed by a government authority or by relevant laws.

15. OH&S

Prior to any CSA representative entering a Customer site, the Customer will ensure that the CSA representative is notified of the Customer's OH&S policies and risks which may be applicable whilst at the site and receives all proper training, instruction and supervision in respect of such policies, risks and emergency procedures.

16. General

(a) CSA may amend these Terms at any time by giving the Customer notice by mail or e-mail. By continuing to place orders for Products, the Customer will be deemed to have accepted the revised Terms.

(b) CSA reserves the right to have sub-contractors perform any task required to complete a Contract. CSA shall take all reasonable steps to verify that such sub-contractors are suitably qualified to complete the task to the required standard.

(c) Work that is requested by the Customer during the course of a project that is not part of the original scope of work or is necessary to be performed to complete CSA's works, is a variation to the Contract and as such must be quoted independently to the project.

(d) These Terms are governed by the laws of the State of New South Wales.