1. PAYMENT TERMS/PASSAGE OF TITLE

Unless otherwise agreed in writing by Unidata Pty Ltd (UPL) all quotations expire THIRTY (30) days from the date of quotation. Payment for goods will be made at the time of order, unless quoted otherwise. All prices quoted are valid only if Buyer's requested delivery date (including any change orders) is within three (3) months of the date on which the original order is placed. Unless quoted as such, or otherwise agreed in writing by UPL, all prices quoted and contained in Unidata Data Sheets, Ordnance Survey and all other data sheets or schedules are subject to change or alteration at any time. Buyer will be notified thereof by UPL.

2. DELIVERY DATES

Shipments of any products purchased are subject to UPL/UPL Agents-Reseller's availability schedule. UPL, at its option, may provide for partial shipments to accommodate such changes. If Buyer cancels an order for non-standard products/special equipment or services any time after the order is received by UPL, Buyer may be subject to an additional charge.

3. DEFERRED PAYMENT

UPL shall not be liable for any delay in performance hereunder due to unforeseen circumstances or causes beyond its control including, but not limited to, acts of nature, acts of government, strikes, delays in transportation, and delays in delivery or inability to deliver by UPL suppliers. UPL accepts no responsibility for any interruption to recorded data no responsibility for reception or transmission delays. Buyer agrees to notify UPL of any defects during the warranty period, UPL shall make every reasonable effort to meet any delivery date(s) quoted or agreed to by Buyer. If installation by UPL is not included in the purchase price, acceptance shall be presumed if Buyer accepts transportation charges or immediate delivery.

4. SHIPMENT, RISK OF LOSS AND PACKING

UPL accepts no responsibility for any interruption to recorded data no responsibility for reception or transmission delays. Buyer agrees to notify UPL of any defects during the warranty period, UPL shall make every reasonable effort to meet any delivery date(s) quoted or agreed to by Buyer. If installation by UPL is not included in the purchase price, acceptance shall be presumed if Buyer accepts transportation charges or immediate delivery.

5. ORDER OF PRECEDENCE

These Terms and Conditions of Sale and any attachments take precedence over Buyer's other terms and conditions, to the extent that notice of objection is given hereunder. Acceptance by Buyer is tied to these terms and conditions. UPL's commencement of performance or delivery of any products shall constitute a warranty that it has complied with all terms of acceptance or agreements by either party verbal written or written. No change or modification of any of the terms or conditions herein shall be valid or binding on either party unless in writing and signed by an authorised representative of each party.

6. CHANGES AND CANCELLATIONS

If Buyer issues a change order causing a delivery delay or cancels an order less than ninety (90) days prior to the scheduled shipment, such change or cancellation shall be subject to acceptance by UPL, at its option, and may result in a charge to Buyer for any unused components or parts.

7. ACCEPTANCE OF PRODUCTS

Acceptance of products and/or performance is deemed by using applicable test procedures or programs established by UPL. If installation by UPL is not included in the purchase price, acceptance shall be presumed unless Buyer demonstrates within thirty (30) days of delivery that the products do not perform UPL specifications, or if installation by UPL is included in the purchase price, acceptance shall occur at the installation site when UPL demonstrates that the applicable deliverables are complete, in the condition and configuration described in the proposal or agreement, or as agreed to by either party verbal written or written. No change or modification of any of the terms or conditions herein shall be valid or binding on either party unless in writing and signed by an authorised representative of each party.

8. COPYRIGHTED MATERIALS

Unless otherwise agreed in writing by UPL, UPL copyrighted material (software and printed documentation) may not be copied except for archive purposes, to replace a defective copy, or for program documentation.

9. INTELLECTUAL PROPERTY RIGHTS

UPL retains all title and exclusive ownership of the software, and all documentation and materials. Notwithstanding anything to the contrary herein contained, "ownership" of software shall only entitle the buyer to a license to use the software for its intended purpose on one system. The Buyer acknowledges that all copyright and other intellectual property in UPL products, UPL software and all related materials remain with the Company. The Buyer must not reproduce, copy, publish or distribute the related materials unless written approval is given by UPL. In such event, the Buyer must bring to the attention of the recipient of the related materials the fact that the materials and the restrictions attaching to it must be similar to this clause. The Buyer agrees that it will not attempt to create or permit others to attempt to create by reverse engineering, compiling or disassembling or otherwise, any part of UPL products, UPL software or any related materials.

10. GRANT OF LICENCE

For all UPL software products, UPL hereby grants to the Buyer the non-exclusive right to use the UPL software on the terms and conditions described herein. Pursuant to the grant of license in Section 10, Buyer shall have the right to use, copy, and distribute such software, data, and other materials subject to the following intellectual property rights, including written specifications of software, software binaries, methods, marketing materials, processes and techniques, and/ or UPL (hereinafter referred to as "Related Materials") as set forth below.

11. WARRANTY

UPL Hardware products are warranted against defects in materials and workmanship. If UPL receives notice of such defects during the warranty period, UPL shall, at its option, either repair or replacing the defective product. If UPL hardware products are designated by UPL for use with a hardware product, when properly installed on that hardware product, are warranted not to fail to execute their programming instructions due to defects in materials and workmanship. If UPL receives notice of defects during the warranty period, UPL shall repair or replace software media and firmware that do not execute their programming instructions due to defects. UPL does not warrant that operation of the software, firmware or hardware shall be uninterrupted or error free. If UPL is unable, within a reasonable time, to repair or replace any product to a condition as warranted, Buyer will be entitled to a refund of the purchase price upon return of the product to UPL. The standard warranty period is 12 months from the date of purchase or until the earlier of ninety (90) days after the expiration of UPL's standard warranty period for such application, whichever is earlier. The warranty period begins on the date of delivery or, where the purchase price includes installation by UPL, on the date of installation. If Buyer schedules or declines installation of the system (within thirty (30) days from the date the product is delivered) or for delivery or installation, the warranty period begins on the thirty-first (31st) day from the date the product is so available. UPL hardware products are warranted against defects in materials and workmanship. If UPL receives notice of defects during the warranty period, UPL shall, at its option, either repair or replacing the defective product. If UPL hardware products are designated by UPL for use with a hardware product, when properly installed on that hardware product, are warranted not to fail to execute their programming instructions due to defects in materials and workmanship. If UPL receives notice of defects during the warranty period, UPL shall repair or replace software media and firmware that do not execute their programming instructions due to defects. UPL does not warrant that operation of the software, firmware or hardware shall be uninterrupted or error free. If UPL is unable, within a reasonable time, to repair or replace any product to a condition as warranted, Buyer will be entitled to a refund of the purchase price upon return of the product to UPL. The standard warranty period is 12 months from the date of purchase or until the earlier of ninety (90) days after the expiration of UPL's standard warranty period for such application, whichever is earlier. The warranty period begins on the date of delivery or, where the purchase price includes installation by UPL, on the date of installation. If Buyer schedules or declines installation of the system (within thirty (30) days from the date the product is delivered) or for delivery or installation, the warranty period begins on the thirty-first (31st) day from the date the product is so available. If installation by UPL is not included in the purchase price, acceptance shall be presumed if Buyer accepts transportation charges or immediate delivery.

b. Warranty and installation services will be performed at Buyer's facility only upon UPL's prior agreement and Buyer shall pay UPL round trip travel expenses and applicable additional expenses incurred by UPL in performing the above services. For products requiring warranty return to UPL, products must be returned to a service facility designated by UPL. Buyer shall prepare shipping charges (and shall pay all duties and taxes) for products returned to UPL for warranty service. Except for products returned from another country, UPL shall pay for return of products to Buyer.

c. Limitation of Warranty: The foregoing warranty shall not apply to defects resulting from:
- Improper or inadequate maintenance by Buyer;
- Buyer-supplied software or interfacing;
- Unauthorised modifications or misuse;
- Operation outside of the environmental specifications for the product or
- Improper site preparation and maintenance.
- Any unauthorised movement of the equipment.

SUBJECT TO PARAGRAPHS (a) THROUGH (g) THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND
EXCEPT AS PROVIDED BELOW NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL IS
EXPRESSED OR IMPLIED. UPL SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF
MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION OF REMEDIES AND LIABILITY

SUBJECT TO PARAGRAPH (b) THE REMEDIES PROVIDED HEREIN ARE BUYER'S SOLE AND
EXCLUSIVE REMEDIES AND UPL'S ENTIRE LIABILITY FOR ANY ACT OR OMISSION.

a. There are several Federal/Commonwealth, State and Territorial laws that imply certain consumer warranties and liabilities into contracts for the supply of goods and services. Except to the extent otherwise expressly provided by such laws, these warranties and liabilities do not exclude, restrict or modify the application or effect of any such implied conditions, warranties or liabilities.

b. NUCLEAR & AVIATION & SCADA & MISSION CRITICAL APPLICATIONS

UPL products are designed for environmental and industrial measurement purposes. For mission critical monitoring redundancy should be considered as failure of one measurement station may occur. UPL products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance, operation or use of any nuclear facility nor for the flight, navigation or communication of aircraft or ground support equipment or for SCADA applications requiring 24 / 7 control of equipment. UPL equipment may be used for SCADA applications provided the application is not the primary control system which is used for plant control. In such circumstances other backup systems must operate in the event of a failure to maintain industrial equipment integrity and personal safety. Any Buyer using UPL products for these applications agrees that, except as otherwise provided herein, UPL is not liable, in whole or in part, for any claims or damages arising from such use. If Buyer uses UPL products for such applications, Buyer agrees to indemnify and hold UPL harmless from any claims for loss, bodily injury, death or property damage, provided, that in no event shall UPL/UPL Agents-Reseller's liability for damage exceed the greater of A$10,000 or the purchase price of the specific product that caused such damage.

14. EXPORT ADMINISTRATION REGULATIONS

For products with ultimate destination in countries other than Australia Buyer shall take actions necessary to obtain at Buyer's expense all required export licenses to permit the exportation of the products and documentation. Any agreement is subject to the obtaining of said export license. Such products and documentation shall not be dealt with by Buyer in violation of the export licenses and/or applicable regulations. Buyer acknowledges its awareness of said regulations and shall furnish all information and documentation necessary to obtain such licenses.