Phone: 0408 465 566

Email: support@idacs.com.au

Terms and Conditions of Sale

The customer (“Customer”) and IDACS Independent Development and Consulting Services Pty Ltd ("IDACS") agree that the purchase and sales of IDACS hardware and software products ("Products") are made under these terms and conditions, and that IDACS SHALL NOT BE BOUND BY CUSTOMER'S ADDITIONAL OR DIFFERENT TERMS. Customer's order and purchase of the Products shall constitute acceptance of these terms and conditions.

1.TITLE — Title to the Products shall pass to Customer upon delivery to the carrier at the point of shipment of the goods to Customer from any of the premises or warehouses of IDACS or its affiliated companies. IDACS retains a security interest and right of possession in the Products until Customer makes full payment of any sums in any way outstanding from the customer to IDACS.

2.TAXES — Product prices are exclusive of, and Customer shall pay, applicable sales, use, service, value added or like taxes, unless Customer has provided IDACS with an appropriate exemption certificate for the delivery destination acceptable to the applicable taxing authorities. The customer shall be liable to pay, or to reimburse IDACS for payment of any amount on account of Goods and Services Tax or similar tax for any supply made under or in connection with these Terms & Conditions of Sale to which a GST applies.

3.PRICES AND PAYMENT — All quotations shall expire thirty (30) days from date of issuance, unless otherwise set forth on the quotation or agreed in writing. Customer shall make payment in full prior to delivery into IDACS’ nominated bank account. Any sums not paid when due shall accrue interest daily at the lesser of a monthly rate of 1.5% or the highest rate permissible by law on the unpaid balance until paid in full. Payments for orders accepted in Australia shall be made in Australian Dollar. Exceptions may be made for government purchase orders.

4.ORDERS — All orders are subject to acceptance by IDACS. IDACS' booking of an order shall constitute its acceptance of an order.

5.DELIVERY — Customer shall pay all freight charges, applicable import duties, and other necessary fees and shall bear the risks of carrying out customs formalities and clearance. Orders are entered as close as possible to the Customer's requested shipment date, if any. Shipment dates are scheduled after acceptance of orders and receipt of necessary documents. Claims for shipment shortage shall be deemed waived unless presented to IDACS in writing within forty-five (45) days of shipment.

6.LIMITED WARRANTY — Except where it is unlawful to do so, IDACS hardware Products are warranted against defects in materials and workmanship for a limited period of time as per the manufacturers specifications. All software Products are licensed to Customer under the terms of the appropriate IDACS license. For a period of ninety (90) days from the Delivery Date, IDACS software Products (a) will perform substantially in accordance with the accompanying written materials, and (b) the medium on which the software product is recorded will be free from defects in materials and workmanship under normal use and service. Any replacement of a licensed software product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Customer must obtain a Return Material Authorization number from IDACS before returning any Products under warranty to IDACS. Customer shall pay expenses for shipment of repaired or replacement Products to and from IDACS. After examining and testing a returned product, if IDACS concludes that a returned product is not defective, Customer will be

notified, the product returned at Customer's expense, and a charge made for examination and testing. This Limited Warranty is void if failure of the Products has resulted from accident, abuse, misapplication, improper calibration by Customer, Customer supplied third party software not intended for use with the applicable IDACS software, utilization of an improper hardware or software key or unauthorized maintenance or repair.

7. CUSTOMER REMEDIES — To the extent permitted by law, IDACS' sole obligation (and Customer's sole remedy) with respect to the foregoing Limited Warranty shall be to, at its option, return the fees paid or repair/replace any defective Products, provided that IDACS receives written notice of such defects during the applicable warranty period. Customer may not bring an action to enforce its remedies under the foregoing Limited Warranty more than one (1) year after the accrual of such cause of action.

8. CANCELLATION/CHANGE POLICY — Customer may cancel unwanted Products within ten (10) days of the Order Date. Customer will lose any deposits paid in case of cancellation of an order. Customer shall pay a fifteen percent (15%) restocking charge on any hardware or software Products already delivered or obtained by IDACS. No cancellations will be accepted after the ten (10) day period has expired or Installation of Products has commenced. Where accommodation or travel arrangements are involved, Customer shall be responsible for all related work in progress and all costs incurred by IDACS pertaining to the proposed installation; however, IDACS shall take responsible steps to mitigate damages immediately upon receipt of a written cancellation notice from Customer. IDACS may terminate any order if any representations made by Customer to IDACS are false or misleading. Changes to orders shall not be binding upon nor be put into effect by IDACS unless confirmed in writing by IDACS' appropriate representative.

9. NO OTHER WARRANTIES — EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED ARE MADE WITH RESPECT TO THE PRODUCTS. IDACS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE AND DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

10. NO LIABILITY FOR CONSEQUENTIAL DAMAGES — The entire liability of IDACS and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) is set forth above. To the maximum extent permitted by applicable law, in no event shall IDACS and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) be liable for any damages, including, but not limited to, any special, direct, indirect, incidental, or consequential damages, expenses, lost profits, lost savings, business interruption, lost business information, or any other damages arising out of the use or inability to use the Products. Customer acknowledges that the applicable purchase price or license fee for the Products reflects this allocation of risk.

12. FORCE MAJEURE — IDACS shall be excused for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of governments, interruptions of transportation or inability to obtain necessary labor or materials. IDACS' estimated shipping schedule shall be extended by a period of time equal to the time lost because of any excusable delay. In the event IDACS is unable to perform in whole or in part because of any excusable failure to perform, IDACS may cancel orders without liability to Customer.

13. LIMITED INDEMNITY AGAINST INFRINGEMENT — If the Products are held to be infringing and the use thereof is enjoined, IDACS shall, at its option, either (i) procure for the Customer the right to use the Products, (ii) replace the Products with others which do not constitute infringement, or (iii) remove the infringing Products and refund the payment(s) made therefore by Customer. The foregoing states the Customer's sole remedy for, and IDACS' entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Products provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

15. ACKNOWLEDGMENT/GOVERNING LAW — Customer acknowledges reading these Terms and Conditions, understands them and agrees to be bound by them. A waiver of any provision of this agreement shall not be construed as a waiver or modification of any other term hereof. With respect to all orders accepted by IDACS in Australia, disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of Australia without regard to principles of conflicts of laws.