

AXLSOFT PTY LTD
SUPPLY OF SYSTEMS AND SERVICES
TERMS AND CONDITIONS

Payment: All transactions are conducted on cash before delivery basis unless otherwise agreed in writing. Please do not view this as an adverse reflection on any person or company, but rather as an integral part of our positive cash flow procedures to minimize our costs and thus maintain a competitive pricing strategy for our systems. All new Customers are required to pay for their first three (3) purchases with Bank Cheques, then if no financial problems arise, all subsequent purchases may be completed using company cheques. Should you wish to make direct deposits or perform an electronic funds transfer to our bank account please note the following details:

Account Name:	AXLSOFT Pty Ltd (ACN 080 315 340)	Bank:	Heritage Building Society
Branch:	Nambour QLD	BSB:	638 060 A/c No.: 007363737

Should you elect to use this payment method, please ensure that a receipt is obtained from the bank and faxed to AXLSOFT promptly for confirmation and processing. A credit application can be provided to you upon request. After we receive your application, please allow 14 days for processing through third party credit checks and other administrative procedures. You will be informed in writing of the details.

Computer System Warranty: The standard warranty for AXLSOFT desktop and notebook computer systems covers all system unit parts and labor to repair any mechanical and electronic defects for a period of 12 months from the date of purchase from AXLSOFT (ASUS-certified servers have a 36 month on-site warranty). The warranty is applicable in all Australian States and Territories with on-site service being provided by MMI-Allianz (for workstations) and Promim (for servers); (except Notebooks & Servers, which are return-to-nearest AXLSOFT Office). Please check your order AND invoice for details.

For desktops that are purchased with a Metro On-site Warranty, but are actually located outside the 30Km metro radius, then AXLSOFT will pay the freight (in both directions) to return the system to the nearest AXLSOFT Service Centre. Further optional on-site service agreements are available for areas beyond the 30Km metro radius; "Regional" refers to areas within 30Km of a township post office (with a town population in excess of 5,000), and "Remote" refers to areas beyond this radius or in towns with less than 5000 people. The normal hours of service are 9:00 am – 5:00 pm Monday through Friday, excluding public holidays.

The AXLSOFT warranty will only cover hardware repairs to items that can be readily identified as hardware items supplied by AXLSOFT and listed on the relevant AXLSOFT invoice; it is the customer's responsibility to provide the invoice as proof of purchase. On-site service is not available for any external peripherals/devices, including any mouse, keyboard, speaker, modem or others; monitors may be serviced on-site at AXLSOFT's discretion. Third party peripheral items such as printers, tape drives, digital cameras, scanners, CD-R(W) writers, etc., are covered by their manufacturer's warranties and not included in an AXLSOFT on-site warranty, even if installed in an AXLSOFT system.

The only persons authorized to service or repair AXLSOFT products are AXLSOFT employees or authorized agents of AXLSOFT. In the event of a metro area dealer providing labour services while a system is under warranty, then it is left to the discretion of that dealer as to whether they charge for their services or not, AXLSOFT will not provide payment; but will supply any parts as required. If the product has been tampered with, upgraded, serviced or repaired by any unauthorized persons, all benefits under this warranty shall be forfeited. AXLSOFT is not liable for any consequential loss whatsoever and or loss of data resulting from any malfunction or failure of the product. The products are not warranted in any way whatsoever, regarding compatibility, connectivity or the ability for the product to perform certain functions.

This warranty does not cover claims or loss:

1. Arising from accidental damage, electrical mishap or power surge, misuse, fire, explosion, earthquake, malicious damage, storm, flood, water or other liquid damage, aircraft impact, burglary or theft, or any other items that do not relate to failure due to defect.
2. Arising from or relating to the attachment or incorporation or installation of additional or alternative items, peripherals, software or components.
3. Arising out of or relating to reformatting of the hard disk or diskettes or other recordable media of any product, or any other deletion of software and/or data.
4. Arising from failure due to normal wear and tear.
5. For any other property damage, third party damage, or related damage.

AXLSOFT will not be liable for any loss of data or damage caused by any virus however infected. AXLSOFT will also not be liable for any incidental and/or consequential damage caused by the use of its products. Any service or warranty calls not relating to hardware faults, but to operator error, software problems or other product defects will incur a service fee.

Before requesting any repair work, the following should be carefully checked:

1. Power – ensure that the product is plugged in and powered on. Ensure that all connecting cables are properly inserted.
2. Backup – ensure that you have a complete and verified backup. AXLSOFT will not under any circumstances be responsible for the loss of software or data or for correcting or re-installing software and/or data files as a result of any failure or repair, especially resulting from, but not limited to:
 - Any present virus infection or impediment caused by a previous virus infection
 - Following the repair or replacement of hard disk drives or other magnetic media
 - Any endeavor that AXLSOFT might make to reinstate software

AXLSOFT will not, as part of any warranty service, re-instate any operating system and/or application software and data to any replaced or repaired hard disk; any work necessitating or involving the operating system, software or the transfer of data will be at the cost of the customer. Should AXLSOFT agree to do this for any reason or payment, the customer must provide their original operating system media for such re-instatement.

Systems covered with on-site warranty will be attended to as soon as possible by AXLSOFT or by AXLSOFT's agent appointed for a particular warranty service call:

Desktop Systems within 30km of a mainland state capital city GPO	Target Response; Eight (8) working hours (next working day)
Desktop Systems within 30km of a metropolitan centre	Target Response; 16 working hours (next + one working day)

For Desktop Systems in all other areas then AXLSOFT reserves the right to have the system transported for warranty service (at AXLSOFT's cost) to the service centre of AXLSOFT's choice.

It is stressed that all consultative support provided is charged at the published rate. Hardware quotations do not include labour charge. Problems with your existing systems, network, servers, virus infections, spam attacks, DOS attacks, vendor liaison etc are chargeable above and beyond any hardware and installation estimates.

DEFAULT CLAUSE

"That you undertake to pay the account in full on or before the due date. In default of such prompt payment, you undertake to pay late payment fees of 2.5% per month on any amount outstanding and to indemnify us and pay all costs and expenses on a solicitor and own client basis if legal action is necessary, and/or EC Credit Control Pty Ltd's fees, which we may incur in recovering from you any overdue amount. In addition AXLSOFT reserves the right to search any public or private register to determine your financial and/or trading position within the guidelines of the Privacy Act."

Title to goods does not pass to you until full and cleared payment has been received by us. We reserve the right to collect any goods that have not been paid for in full. In the case of equipment rental, all rental instalments are due and payable in advance. Upon default of a rental instalment, equipment is collectable by AXLSOFT yet the rental contract will be upheld. Holding deposit in this case shall be forfeited until rental instalments in arrears are paid; equipment shall then be returned to your service upon such prompt payment.

Errors and Omissions Excepted (E&OE): Although great care has been taken with the preparation of these Terms and Conditions and any associated specification, inaccuracies may occur and AXLSOFT will not be held responsible for such errors. Currency exchange rates and component prices can fluctuate beyond our control; therefore our prices and charges may change without notice.

**I fully understand and accept these Terms and Conditions
(Client Initials and Date)**