

**TERMS OF PURCHASE OF GOODS AND SERVICES
BY CANON INFORMATION SYSTEMS RESEARCH AUSTRALIA PTY LTD
(CiSRA)**

1. Formation of Contract

- 1.1 Acceptance of an Order means acceptance of these terms ("**Terms**").
- 1.2 Subject to clause 2.6, no other terms (including without limitation any terms on any document issued by the Supplier) apply to the supply of the Goods and Services by the Supplier unless they are approved in writing by CiSRA. If the Supplier is unable to, or does not wish to, comply with every aspect of this Purchase Order (including the supply of the total order of the exact Goods and/or Services specified by the required Delivery Date/s), the Supplier should immediately reject this Purchase Order and notify CiSRA's Purchasing Officer.
- 1.3 CiSRA is not liable for any goods or services supplied by the Supplier unless they are the subject of an Order.
- 1.4 No variation of an Order or these Terms is effective unless it is approved in writing by CiSRA.
- 1.5 The Supplier must quote on all invoices, consignment notes and delivery dockets relating to the Goods and Services the number appearing on, or assigned by CiSRA to, the relevant Order.

2. Goods and Services

- 2.1 The Supplier warrants to CiSRA that it has the right to sell the Goods and that the Goods will:
- (a) be of merchantable quality and fit for the purpose for which they are sold;
 - (b) conform to any description and any sample provided to CiSRA by the Supplier;
 - (c) be new (unless specified otherwise);
 - (d) free from all charges, liens and encumbrances; and
 - (e) conform to the manufacturer's published specifications or requirements as well as any user guides and manuals supplied.
- 2.2 The Supplier warrants to CiSRA that it has the right to provide the Services and that the Supplier will:
- (a) perform the Services in a proper and workmanlike manner with the degree of skill, care and diligence expected of a skilled experienced provider of the same or similar service, including when the Supplier is on or about CiSRA's premises;
 - (b) not perform any work on CiSRA's premises, or use any equipment or any property belonging to CiSRA, or any information acquired from CiSRA, for the benefit of any person other than CiSRA or otherwise than for the purpose of supplying the Services;
 - (c) comply with any legal obligations or professional standards which may apply to the performance of the Services; and

(d) perform the Services promptly and in a proper, diligent and professional manner.

- 2.3 In addition to clause 2.1 and/or 2.2, the Supplier warrants that these Goods and/or the Services will:
- (a) not infringe the Intellectual Property Rights of any third party;
 - (b) comply with any policies of CiSRA notified to it and all reasonable directions provided by CiSRA.

The warranties given in Clause 2 are referred in these Terms collectively as "the Requirements".

- 2.4 If any of the Goods delivered do not comply with the Requirements, or are not otherwise acceptable for any reason, CiSRA may return the Goods to the Supplier and require their immediate repair, replacement or a refund of monies paid, at CiSRA's sole discretion. If CiSRA so chooses, it may cancel the entire Order and return all Goods to the Supplier and may cancel the balance of any other Orders not yet supplied. The Supplier will be responsible for any costs and losses associated with the return or cancellation of such Goods including freight and packing.
- 2.5 If any of the Services performed by the Supplier do not comply with the Requirements or are otherwise unacceptable for any reason, CiSRA may require their performance again or a refund of monies paid. CiSRA will be entitled to suspend or terminate the provision of any Services to be performed at any time, without waiting for completion, if it forms the opinion, on reasonable grounds, that the Services are not being performed, in whole or in part, in compliance with the Requirements. In the event that the Supplier is unable to resupply the Services, CiSRA may engage a third party to supply the Services at the Supplier's cost, at CiSRA's sole discretion.

- 2.6 The warranties contained in this clause are in addition to any other warranties contained in an Order or implied by law or provided by the Supplier or a third party.

3. Price

- 3.1 All Prices in this Purchase Order will be inclusive of GST unless otherwise expressly stated. The Supplier warrants that if required under Australian law, it is registered for GST purposes. In respect of any supply of Goods or Services under this Purchase Order in respect of which GST is payable (Affected Supplies):
- (a) the Supplier will, within the time required by law (and in any event with 28 days of request by CiSRA) issue a Tax Invoice in respect of such GST which will enable CiSRA, where entitled under the GST Law, to claim an input tax credit in respect of such GST; and
 - (b) CiSRA will pay to the Supplier the amount shown on such tax invoice at the same time and in the same manner as

the amounts otherwise payable under this Purchase Order for the Affected Supplies.

Provided however that, if the Supplier fails to issue a tax invoice as required by law in respect of the Affected Supplies, the Supplier acknowledges that CiSRA is entitled to deduct from any payment an amount required to be deducted by law for remission to the Australian Taxation Office on the Supplier's account.

4. Delivery

- 4.1 The Goods must be delivered and the Services performed by the Delivery Date. The Supplier must deliver the Goods to the Delivery Location.
- 4.2 CiSRA may deliver Goods into its store without inspection at the time of delivery. All Goods will only be deemed accepted after they have been actually unpacked and inspected by CiSRA after the Delivery Date, regardless of when this may occur.
- 4.3 CiSRA will confirm receipt of the Goods and the performance of the Services by signing the notice presented to it at the time of delivery of the Goods or completion of the Services. Goods are not taken to be delivered and the Services are not taken to have been performed unless and until that notice is signed by an authorised representative of CiSRA.
- 4.4 CiSRA may reject any Goods or Services not conforming to the relevant Order within a reasonable period after their delivery or performance. In such an event, the Supplier must reimburse CiSRA the Price paid for those Goods or Services, and any costs incurred by CiSRA in connection with that rejection.
- 4.5 Time is of the essence in respect of the Supplier's obligations for delivery of the Goods and performance of the Services. In the event that the Goods are not delivered and/or the Services are not performed by the Delivery Date, CiSRA may refuse delivery of the Goods and/or the performance of the Services and terminate all or any part of the relevant Order or cause the Supplier at its expense to deliver the Goods and/or perform the Services by the most expeditious means possible in accordance with CiSRA's reasonable instructions.
- 4.6 If the Supplier delivers the Goods to the wrong location it must redeliver them to the Delivery Location at its expense.
- 4.7 Further to clause 4.2, CiSRA may attend the Supplier's premises to inspect the Goods prior to the Delivery Date upon giving the Supplier reasonable notice.

5. Ownership and Title

- 6.1 The risk and title in the Goods will pass to CiSRA upon acceptance of delivery as in clause 4.2.

6. Invoice & Payment

- 6.1 CiSRA's payment of any invoice does not constitute acceptance of the Goods and/or Services, and is made subject to the Supplier's obligation to immediately refund payment for any Goods and/or Services subsequently found to be unacceptable.

- 6.2 Unless otherwise specified in the relevant Purchase Order, the Supplier's invoice must be a Tax Invoice and must set out itemised details and the Price of Goods and Services.

- 6.3 Subject to clauses 2.4 and 2.5, CiSRA's payment terms are 30 days from receipt of a tax invoice issued by the Supplier in accordance with clause 3.

- 6.4 If any part of an invoice provided by the Supplier to CiSRA is disputed, CiSRA may withhold payment of the disputed amount until such time as the Supplier can justify to CiSRA's reasonable satisfaction that it is entitled to payment.

7. Packaging Requirements

- 7.1 The Supplier must ensure that the Goods are suitably packed and prepared for shipment so as to secure the Goods against damage.

- 7.2 The Supplier will be solely responsible for any loss of or damage to the Goods which is caused by insufficient or faulty packaging.

8. Installation

- 8.1 If CiSRA has indicated on the relevant Order that the Supplier is to install any Goods then the Supplier will do all things reasonably necessary to ensure proper installation.

9. Indemnity

- 9.1 The Supplier indemnifies CiSRA from and against any claim, demand, cause of action, damage, loss or expense (including reasonable legal expenses) made against or suffered by CiSRA arising out of or in connection with or as a result of:

- (a) any Goods and/or Services supplied or to be supplied under this Purchase Order not complying with the Requirements; or
- (b) any actual or threatened infringement as a result of any negligent or unlawful act or omission in connection to a third party's Intellectual Property Rights or any duty of confidentiality or other legal or equitable duty or obligation relating to the Goods and/or Services.

The Supplier must pay any costs reasonably incurred by CiSRA in the event that the Supplier has to recall the Goods.

10. Cancellation

- 10.1 CiSRA reserves the right to cancel all or part of the Purchase Order if:

- (a) The Supplier fails to meet any of the Requirements; or
- (b) The Supplier becomes insolvent, has a receiver or liquidator appointed or an application is made to a court for the appointment of such a person, or the Supplier ceases to or threatens to cease carrying on business in the Goods or Services the subject of this Purchase Order, or such business is sold by the Supplier or otherwise comes under the control of any other person or legal entity.

11. General

- 11.1 **Governing Law** – These Terms shall be governed by and construed in accordance with the laws of New South Wales, and the Supplier submits to the exclusive jurisdiction of the courts of that State.
- 11.2 **Insurance** - The Supplier shall effect (at its expense) and maintain all insurance which may be necessary or usual for the supply of the Goods and the performance of the Services including adequate insurance in respect of workers' compensation, property damage, personal injury, professional liability and public liability, and shall produce evidence of such insurance, on demand, to CiSRA's satisfaction.
- 11.3 **Confidentiality** – The Supplier acknowledges that certain information in connection to the Purchase Order is confidential to CiSRA. Such confidential information includes documentation, data, designs, drawings, processes, information relating to the general business operations within CiSRA, these Terms and all Orders. This information is confidential to CiSRA and must not be disclosed by the Supplier without CiSRA's prior written consent.
- 11.4 **No waiver** – No right conferred on CiSRA by these Terms shall be deemed to be waived except by notice in writing signed by CiSRA.
- 11.5 **Assignment and Sub-contracting** – Unless otherwise agreed in writing, the Supplier shall not assign the benefit or burden of these Terms. The Supplier shall not sub-contract any of its obligations under these Terms without CiSRA's prior written consent. If CiSRA consents to the Supplier sub-contracting its obligations, the Supplier will be liable for all acts and omissions of that sub-contractor as if they were the acts and omissions of the Supplier.
- 11.6 **Severability** – If one or more of these Terms should be void, unenforceable or invalid, the remaining provisions of these Terms shall not thereby be affected and shall continue in full force and effect.
- 11.7 **Entire Agreement** – This Purchase Order (and any additional requirements or directions supplied in writing by CiSRA) constitute the entire agreement between the parties regarding the supply of the Goods or Services to which it relates. It will prevail over all terms and conditions of any of the Supplier's documentation, invoices or quotes supplied before or in acceptance of this Purchase Order, which shall be disregarded. These terms and conditions may only be superseded by an agreement signed by the authorised signatories of the parties.

Definitions

"Affected Supplies" means any supply of Goods and/or Services under the Purchase Order in respect of which GST is payable.

"CiSRA" means Canon Information Systems Research Australia Pty Ltd ABN 29 003 943 780.

"Delivery Date", "Delivery Location", "Price" and "Packaging Requirements" have the meanings set out in the relevant Order.

"Goods" means any goods specified in an Order, plus any other goods which may be created by the Supplier and/or otherwise provided in connection with the performance of the Services.

"GST" means goods and services tax imposed under GST Law.

"GST Law" has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999.

"Intellectual Property Rights" means all intellectual property rights, including, without limitation, patents, copyright, rights in circuit layouts, registered designs, trade marks and the right to have confidential information kept confidential.

"Order" or "Purchase Order" means a valid purchase order in the form approved by CiSRA.

"Requirements" means any warranties referred in Clause 2.

"Services" means any services specified in an Order.

"Supplier" means the person, firm, partnership, company or any other legal entity indicated as the supplier in an Order and includes its employees, agents, officers and contractors.

"Tax Invoice" has the meaning given to that term in the GST Law.