

TRADING TERMS AND CONDITIONS

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INDEX

TRADING TERMS AND CONDITIONS	1
INDEX	1
1. MODIFICATION / ENTIRE AGREEMENT	2
2. PRICES	2
3. STANDARD TERMS OF PAYMENT	2
4. PARTNERS.....	3
5. PAYMENTS AND INTEREST ON PAST DUE ACCOUNTS	3
6. DELIVERIES	3
7. TITLE OF HARDWARE	3
8. TRANSPORTATION AND STORAGE CHARGES.....	3
9. NEOTECHNOLOGY SOFTWARE.....	3
10. DEFECTS	4
11. THIRD-PARTY HARDWARE AND SOFTWARE	4
12. IMPLEMENTATION AND INSTALLATION SERVICES	4
13. EQUIPMENT TRAINING.	4
14. SOFTWARE DEVELOPMENT SERVICES.....	5
15. HARDWARE REQUIREMENTS	5
16. COMPUTER SYSTEMS	5
17. CABLING	5
18. ADDITIONAL FIXTURES	6
19. INTERNET CONNECTIVITY	6
20. CERTIFICATION OF WEIGHTS AND MEASUREMENTS	6
21. FUEL BOWSERS AND PUMPS	6
22. WEBSITE TERMS AND CONDITIONS	6
23. LABOUR CHARGES.....	6
24. QUOTED WORK ESTIMATIONS.....	6
25. DUE DILIGENCE	7
26. LIABILITY FOR MERCHANDISE SELECTION.....	7
27. CHANGES IN BUSINESS PROCESSES OR NEEDS	7

28. RETURNS	7
29. ACTIVATION	7
30. PRIVACY INFORMATION AND CREDIT CHECK	7
31. RESELLERS AND END USERS	7
32. INDEMNITY.....	7
33. WARRANTIES.....	8
34. FITNESS FOR A PARTICULAR PURPOSE	8
35. END USE	8
36. RETURNS UNDER MERCHANTABLE QUALITY.....	8
37. BACKUP PROCESSES	8
38. FORBEARANCE	8
39. DAMAGES.....	9
40. FORCE MAJEURE	9
41. DEFAULT, BANKRUPTCY	9
42. NEOTECHNOLOGY PAYMENT DETAILS.....	10

1. MODIFICATION / ENTIRE AGREEMENT

This acknowledgment constitutes the entire agreement between Neotechnology Pty Ltd (hereinafter referred to as Neotechnology) and the Buyer. No modification of the terms hereof shall be effective unless made in writing and signed by both parties. Insofar as the acknowledgment contains terms and conditions additional to and or different from Buyer's purchase order, the terms of this acknowledgment shall supersede all terms of Buyer's purchase order which are in conflict with this acknowledgment.

2. PRICES

All invoiced prices are non-negotiable and are final.

3. STANDARD TERMS OF PAYMENT

Payment is to be made in full by Direct Debit, ETF or Cheque by the due dates stated on the invoice unless otherwise specified by Neotechnology. Credit card payment will attract a 5% surcharge in all cases. Buyer shall immediately notify Neotechnology of an incorrect invoice. All freighted orders, where Neotechnology is not providing on-site installation require payment in full before goods are dispatched or ordered from suppliers where not held in stock. Larger (hardware) orders with on-site installation can be paid in the following instalments:

- 50% of total quote value on order;
- 50% of total quote value on first delivery of goods, a remittance advise is required from the customer before work is carried out.

4. PARTNERS

Where there is a conflict between this agreement and the Partnership agreement the terms in the Partnership agreement will apply.

5. PAYMENTS AND INTEREST ON PAST DUE ACCOUNTS

Buyer represents that Buyer is solvent and can and will pay for the products sold to the customer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Neotechnology, Neotechnology may at its' option defer shipments or, without waiving any other rights it may have, terminate this contract and deactivate any and all software related to or reflected on an invoice purchase order or existing agreement. Neotechnology reserves the right before making any delivery to require payment in cash or security for payment, and if Customer fails to comply with such requirement, Neotechnology may terminate this contract. An interest rate of 35% per annum on all past due accounts. If Neotechnology has to take a Buyer to collections Neotechnology reserves the right to charge the Buyer reasonable collection fees incurred while pursuing the collection of the debt in addition to the balance owed, this includes attorneys' cost and all related fees surrounding the cause of action.

6. DELIVERIES

Buyer shall furnish Neotechnology with shipping instructions. Neotechnology shall not be liable to Buyer for any damages claimed resulting from delay in shipment or delivery of the merchandise after the date of delivery specified on the invoice. Neotechnology may use its judgment as to the selection of a carrier and routings. Buyer shall be solely responsible for securing insurance which will cover shipping the merchandise from Neotechnology's facilities to the Buyer's place of business. The risk of loss shall pass to the Buyer upon Neotechnology's delivery to the carrier. Delivery dates are approximate. Neotechnology is not liable for any claims made by buyer for delayed shipment or any consequential losses such as loss of profits or the like.

7. TITLE OF HARDWARE

Title to all hardware will remain with Neotechnology Pty Ltd until the invoice is paid in full.

8. TRANSPORTATION AND STORAGE CHARGES

Unless specified in Neotechnology's order acknowledgement all shipping costs are additional and will be invoiced to the buyer. Merchandise stored for a period of 30 days or more past the invoice date will incur storage charges of \$2000 per m2 per year.

9. NEOTECHNOLOGY SOFTWARE

This acknowledgment will not limit Neotechnology's rights granted under the software licensing for any software reflected on the Buyer's invoice. Buyer shall be bound by and obligated to the duties therein to secure, keep confidential and make reasonable efforts to prevent the distribution of all legally protected information granted Neotechnology under any existing software licence for each item of software listed on the buyer's invoice. Sales of software to Partners are subject to the term of the signed Partnership agreement. Where there is a conflict between this agreement and the Partnership agreement the terms in the Partnership agreement will apply.

10. DEFECTS

While Neotechnology will make every attempt to remedy all software issues as quickly and accurately as possible, it is to the sole discretion of Neotechnology to determine whether a software issue warrants remedial measures. All software issue determinations made by Neotechnology will be final.

11. THIRD-PARTY HARDWARE AND SOFTWARE

Third-party hardware and software sold by Neotechnology are sold under the terms of each preferred third-party vendors' end-user licence agreement. All third-party hardware and software are provided to the Buyer with its respective manufacturer warranty. Neotechnology recommends that the Buyer purchases the third-party extended warranty with prompt service and turnaround time to ensure uninterrupted critical business functions.

12. IMPLEMENTATION AND INSTALLATION SERVICES

All implementation and installation will only be completed during business hours (Monday -Friday, from 9:00 a.m. till 5 p.m.) excluding public holidays at a mutually convenient time. Implementation and installations services will be limited to:

- installation and configuration of physical hardware (excluding cabling or shop modifications);
- installation and configuration of software;
- database installation and configuration;
- user security configuration;
- training as agreed.

Additional charges at applicable rates will be billed using a time and material basis for implementation and installation services in excess of the hours detailed in the Buyer's invoice and the applicable weekday schedule as detailed herein. The Buyer will be charged a minimum of \$ 500 or 10% of the total invoice, whichever is greater, cancellation fee in the event that a scheduled implementation or installation is cancelled after work has begun on preparing the installation.

13. EQUIPMENT TRAINING.

All training will only be completed during business hours (Monday -Friday, from 9:00 a.m. till 5 p.m.) excluding public holidays. Where training is included in a quotation that training has to be delivered at the time of the installation unless other prior written agreement is reached, thus Buyer accepts that he/she will be required to attend that training. Buyer agrees that while training services are being rendered buyer will pay full and due attention to that training, buyer agrees to postpone all other distractions (such as running the business) during the training. Equipment and software training services will be limited to:

- training of senior staff in the daily operation of the system (maintain buyers, products, suppliers, invoices, payments etc.);
- training of front of house staff in basic operations;
- answering questions asked by the Buyer's staff.

It is the responsibility of the Buyer to ensure that all employees who are to be trained are in attendance at each training meeting and are capable of performing all business operations related to each equipment and software. Unless otherwise provided on the invoice, all training will be conducted at the Buyer's place of business using the Buyer's newly acquired equipment. Additional training will come at additional cost to the Buyer.

14. SOFTWARE DEVELOPMENT SERVICES

Additional software customisation and enhancements are available to buyer as quoted.

15. HARDWARE REQUIREMENTS

System performance will be dependent upon the existing hardware and/or software ("The Environment") the Buyer chooses to run the system in. Neotechnology shall in no way be responsible for slow or poor performing systems where the buyer chooses to run the system in incompatible or poor performing Environments. While Neotechnology will advise the buyer as to the size of their existing system and provide recommendations for expansion, the Buyer will be solely responsible for running the system in an incompatible or poor performing Environment.

16. COMPUTER SYSTEMS

Buyer accepts that the provided system is based on a Microsoft Windows computer operating system and is therefore subject to any issues that arise with said operating system such as driver issues, system freezes, virus/worm/infection, windows update issues, windows firewall issues, file corruption, data corruption and the like. Buyer also accepts that computer hardware is also a complex piece of equipment for which a variety of unexpected issues such as freezing, slowdowns, data corruption or the like. Neotechnology makes best effort to address and prevent such issues however buyer accepts that Neotechnology cannot ultimately prevent them occurring. Buyer holds Neotechnology completely harmless for such issues and any consequential business losses or damages they may cause as per the damages clause below. Buyer also accepts any charges for parts or labour (as stated in clause 23) required to rectify such issues as quoted.

17. CABLING

With reference to all quotes, the Buyer will be responsible for ensuring that all network, power, pump and other device cabling are available at all points of deployment to a suitable quality standard and certification.

Fuel Buyers:

Note that in general one serial cable per logical fuel pump is required, all of which should be routed back to the console. They also should note that generally a 3 core wire is required for each EMAIL pump.

Hospitality and Retail buyers

Note that ordinarily a CAT5 network cable is required to the point of every computer and every printer. Unless otherwise stated, cabling costs will not be factored into a quote.

18. ADDITIONAL FIXTURES

Unless otherwise specifically itemised and listed as part of the quote in the invoice, mounting brackets, custom fixture requirements, racks, specific stands and other fixture requests that are not included or provided by the specific hardware manufacturer, can be provided for an additional cost.

19. INTERNET CONNECTIVITY

Neotechnology requires that all sites have internet access so that remote assistance can be rendered in the event of an issue arising. Buyer accepts responsibility to pay for and keep running said Internet connectivity.

20. CERTIFICATION OF WEIGHTS AND MEASUREMENTS

Pursuant to the Laws of Australian Commonwealth, devices that perform measurements of any kind, such as scales and fuel pumps, are required to be certified as compliant with local regulations. The regulation concerning fuel consoles are extremely specific and rigorous. Generally, console sales cannot be made until certification has been completed. It is the responsibility of the Buyer to ensure that fuel consoles are in compliance with all regulations.

21. FUEL BOWSERS AND PUMPS

Buyer should note that not all fuel bowsers will integrate seamlessly with the Enabler ("The Forecourt Controller"). Difficulties have been reported in relation to old pumps, outdated circuitry and defective circuitry. Some pumps while able to provide basic functionality through the enabler are unable to provide advanced features such as prepays. These problems may not be identified prior to installation, in the event of the occurrence of such problems after this contract comes into effect by either signed acceptance of quotation or payment (or deposit) does not in any way entitle the buyer to terminate the contract on that basis. In the event that such integration problem arises, the Buyer will be responsible for additional charges related to the remedial solutions. For more information on fees and charges, please refer to the Schedule of Fees paragraph in section 51 provided herein.

22. WEBSITE TERMS AND (LATEST) CONDITIONS

The current version of these Terms and Conditions of Sale can also be found on the Neotechnology website (www.neotechnology.com.au) under "Terms and Conditions."

23. LABOUR CHARGES

Neotechnology charges for labour according to a sliding scale of skills that are required for services rendered. Labour will be invoiced at the appropriate rate relative to the skill involved and will not be negotiable. A minimum of 1 hour will be billed for any single instance of work; thereafter subsequent incidences of work will be billed at 30 minute increments or parts thereof. All rates are base-site-base, meaning transport time is billable. All rates and fees are double for the weekends and non-business hours. All rates and fees are tripled on public holidays in Neotechnology's state.

24. QUOTED WORK ESTIMATIONS

Services itemised in all quotes are provided for estimation purposes only. Adjustments in work estimations will be made according to the work demands in each specific circumstance. The Buyer must accept these conditions in its entirety and authorise all work Neotechnology deems necessary prior to its commencement.

25. DUE DILIGENCE

The Buyer is hereby charged with the duty to ensure that the merchandise they have selected will be suitable for its intended use. Returns will not be accepted where the Buyer has not conducted thorough due diligence into the merchandise prior to selection and purchase. Neotechnology urges the Buyer to conduct thorough research and analysis prior to committing to selection and purchase of the merchandise.

26. LIABILITY FOR MERCHANDISE SELECTION

Neotechnology will not be responsible for losses incurred by the Buyer due to purported advice to the buyer in relation to the Buyer's ultimate decision to select particular merchandise for purchase.

27. CHANGES IN BUSINESS PROCESSES OR NEEDS

The Buyer is hereby charged with the duty to ensure that the merchandise listed in the invoice can satisfy their existing business processes and needs. Should there be changes in business processes or needs, the Buyer will be responsible for ensuring that all business process adjustments be made to the system and necessary training delivered in order to accommodate said change.

28. RETURNS

No returns will be accepted unless express written consent is provided by a Director of Neotechnology.

29. ACTIVATION

Neotechnology's products include an activation procedure requiring internet access. If payment has not been received in full at the time of delivery of the hardware, activation will be required within thirty (30) days.

30. PRIVACY INFORMATION AND CREDIT CHECK

Neotechnology may, at its sole discretion, submit the Buyer's or the Guarantor's credit information to a credit agency for verification of credit. The Buyer and Guarantor will be required to supply Neotechnology with identifying information such as Name, Address, Date of Birth, Driver's Licence Number, ABN and ACN as part of the credit verification process.

31. RESELLERS AND END USERS

In the event where a Reseller supplies the merchandise to the Buyer, the Reseller will be solely responsible for ensuring that the Buyer is provided with and aware of all the Terms and Conditions of Sale as stated herein, as well as provided with and be made aware of the End-User Licence Agreement.

32. INDEMNITY

Except to the extent solely and directly caused by any breach of Neotechnology's obligations stated in the Contract, Buyer shall defend, indemnify and hold harmless Neotechnology, and its affiliates, and their respective representatives and employees, from and against all losses, liabilities, damages, and expenses made against or incurred by Neotechnology (including its affiliates, and their respective representatives and employees), arising out of any claim, suit or proceeding by any governmental agency or any third parties (including without limitation any employee of Buyer) which alleges death, personal or economic injury or damages to any private or public property or resources, caused or contributed by the product.

33. WARRANTIES

All equipment and software are sold "as is," except that the merchandise shall be of the quality as specified herein. Quality shall be in accordance with Neotechnology's specifications. No waiver, alteration or modification of the foregoing conditions shall be valid unless made in writing and signed by a director of Neotechnology.

34. FITNESS FOR A PARTICULAR PURPOSE

Neotechnology warrants the merchandise only as a point of sale system ("POS"), as such the merchandise is fit only for that particular purpose, being to process sales. Buyer and Neotechnology agree that the agreed merchantable quality indicator is the ability to process a sale. Buyer and Neotechnology agree that occasional problems in the sale process do not constitute overall failure to meet standards of merchantable quality thereby. Neotechnology shall in no way be responsible for the fitness of the merchandise for any particular purpose other than that which is stated herein. Buyer accepts that computer systems are very complex and that almost all software, irrespective of manufacturer, includes defects (commonly known as bugs), buyer accepts therefore that goods sold under this agreement are still to be considered of merchantable quality even in the event of a defect being detected.

35. END USE

The merchandise is a point of sale system ("POS") and its primary function is to facilitate the processing of sales transactions, all other functions are considered ancillary to this primary function. final determination of the suitability of the merchandise for any other use contemplated by buyer is the sole responsibility of buyer, and Neotechnology shall in no way is responsible for the suitability of the merchandise for any particular end use other than that which is stated herein.

36. RETURNS UNDER MERCHANTABLE QUALITY

In the event that an authorised manager of Neotechnology agrees to accept a return of a software licence or hardware item, be it deemed unfit for purpose or otherwise, only the component cost associated with the returned licence or hardware item will be refunded. Buyer accepts that under no circumstances are services, including installation and training services, refundable. Where services are quoted/invoiced as a component in a bundled price Neotechnology will advise the value of the service component at the time of refund.

37. BACKUP PROCESSES

Buyer accepts that computer systems are not fail-proof and do suffer from down-time from time-to-time. In the event of down-time buyer accepts sole responsibility for enacting a 'manual' business process that does not rely upon the computer system sold herein. Buyer holds neotechnology harmless for any such down-time or consequences thereof. Examples: retail businesses should keep a receipt book and a key to the cash drawer, staff should be trained on how to write a hand-written receipt; hospitality buyers should additionally keep on hand standard order-pads and train staff on their use, fuel buyers should ensure all staff know how to switch the pumps to manual mode.

38. FORBEARANCE

Forbearance or failure of Neotechnology to enforce any of these conditions, or to exercise any right accruing from any default of the Buyer, shall not affect, impair or waive Neotechnology's rights in case such default continues, or in case any subsequent default of the Buyer occurs.

39. DAMAGES

Buyer covenants and agrees to waive any claim against Neotechnology for punitive damages or for consequential damages. Neotechnology hereby disavows and disclaims any and all responsibility to Buyer for the following:

- to save Buyer harmless or to indemnify Buyer from and against all claims or suits;
- Judgments and awards on account of any damage to property or injury/death to persons which may occur due to the negligence or other fault of Neotechnology, arising out of or in connection with the performance of the order on the part of Neotechnology;
- monetary loss or downtime;
- data loss or corruption;
- business loss, loss of goodwill or loss of reputation;
- loss of anticipated savings;
- destruction or loss of revenue as a direct result of services rendered or any good or software provided by Neotechnology or its agents. All such liability will be disavowed in actions for:
 - contract;
 - tort, including negligence;
 - breach of statutory duty;
 - any other theory of recovery.

40. FORCE MAJEURE

Neotechnology shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance which is (i) due to any act of GOD, the prior performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labour shortage, fire, flood, or other casualty, government regulation or requirement, shortage, or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Neotechnology's reasonable control, whether or similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labour dispute, or difference with workers, regardless of whether or not Neotechnology is capable of settling any such labour problem.

41. DEFAULT, BANKRUPTCY

Upon failure of Buyer to make any payment required, without deduction, set-off, or counterclaim, within ten (10) days after the same becomes due, or if Buyer defaults in the performance of any other obligation, term or condition of this Contract, or if Buyer shall make an assignment for the benefit of creditors, or in the event of a commencement of proceedings by or against Buyer involving bankruptcy, insolvency, reorganisation or arrangement, Neotechnology, without demand or notice of any kind and without prejudice to any other remedy of Neotechnology, may cancel this and any other contract with Buyer (Buyer remaining liable for damages) or Neotechnology may defer further deliveries until the default is remedied (in which event, if Neotechnology elects, this Contract shall be deemed extended for a period of time equal to that during which deliveries are deferred).

42. NEOTECHNOLOGY PAYMENT DETAILS

Unless otherwise stated in writing by Neotechnology all payments to Neotechnology must be made to the following bank account:

Bank: **ANZ Bank Branch: Hobart**

Account Name: **Neotechnology Pty Limited**

BSB: **017010**, Account Number: **251027056**