

**LYNX TECHNOLOGIES PTY LTD**  
**TERMS & CONDITIONS**

Unless otherwise agreed in writing and signed on behalf of Lynx Technologies Pty Ltd., (ACN 065 457 614), hereafter called "Lynx", all orders and offers made by a Customer for goods or services to be supplied by Lynx shall be subject to the following terms and conditions.

**1. PRICE**

The price for goods and services shall be Lynx's current list price or current quoted price (as the case may be), at the date on which the order is accepted by Lynx. Any delivery costs will be the subject of a separate charge.

**2. PAYMENT**

Payment shall be as per the terms on the invoice.

**3. RISK AND TITLE**

The risk in goods shall pass to the Customer on delivery, but title shall not pass until the goods have been paid for in full.

**4. ORDERS**

- (a) Lynx will endeavour to fill orders promptly, but will not be liable in respect of any delay occurring in the supply of goods and services.
- (b) Where the Customer desires to amend an order or delivery schedule and Lynx is prepared to accept the amendment, the price shall be amended to the additional costs resulting from the amendments

**5. LIMITED WARRANTY – HARDWARE PRODUCTS**

- (a) Lynx warrants this hardware product to be in good working order for a period of 12 months from the date of purchase, unless such warranty is expressly extended by Lynx in writing.
- (b) During the period the Customer may obtain warranty service from Lynx or any other party Lynx may nominate, who at their option, will either repair or replace this product at no additional charge except as set forth below.
- (c) This warranty is applicable only for products purchased in Australia. Repair parts and replacement products will be furnished on an exchange basis and will be either new or used. All replaced parts and products become property of Lynx. This limited warranty does not include service to repair damage to the product resulting from accident, disaster, transportation, misuse, abuse or non-Lynx alteration of or attachment to the product.
- (d) Limited warranty service may be obtained by delivering the product during the warranty period to Lynx or any other dealer Lynx may nominate and providing proof of purchase date. If the product is mailed or shipped the Customer assumes the risk of loss or damage in transit and must prepay mailing or shipping charges to and from the warranty service location and to use the original shipping containers or equivalent. The Customer should contact Lynx for further information.
- (e) In no event shall Lynx be liable to the Customer for any damages including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use such product, even if Lynx has been advised of the possibility of such damages, or for any claim by any other party.

**6. LIMITED WARRANTY – SOFTWARE PRODUCTS**

(a) DEFINITIONS

"Media" means the tangible property on which a program is recorded and includes a diskette or cassette. The media is sold to the Customer to enable him to use the program:

"Program" means the intangible intellectual property recorded on the media. The proprietary rights in the program are not sold, but are retained by the manufacturer and/or its suppliers.

(b) LIMITED WARRANTY

The program is provided "as is" without warranty of any kind, express or implied, including warranties of merchantability and fitness for a particular purpose. Should the program prove defective, the Customer is responsible for the entire cost of all necessary servicing, repair or correction. Lynx does not warrant that the functions contained in the program will meet the Customer's requirement or that the operation of the program will be uninterrupted or error free. However, Lynx warrants the media (diskette/s or cassette/s) on which the program is furnished, to be free from defect in materials and workmanship under normal use for a period of 90 days from the date of delivery to the Customer in Australia as evidenced by a copy of the receipt.

(c) LIMITATIONS OF REMEDIES AND LIABILITIES

- i The replacement of any diskette or cassette not meeting the "Limited Warranty" which is returned to Lynx with a copy of the receipt; or,
- ii If Lynx is unable to deliver a replacement diskette or cassette which is free of defects in materials or workmanship, the Customer may terminate this agreement by returning the program and the Customer's purchase price will be refunded. In no event will Lynx be liable to the Customer for any damages including any lost profits, lost savings or other incidental or consequential damages arising out of the use of or inability to use such a program, even if Lynx has been advised of the possibility of such damages or for any claim by any other party.

**7. WARRANTIES AND LIMITATIONS OF LYNX'S LIABILITY**

- i Various conditions and warranties are implied by statute and cannot be excluded. To the fullest extent permitted by law all terms, conditions and warranties not expressly written herein are hereby excluded.
- ii In the event that the supply of goods or services to a consumer as defined in the Trade Practices Act (1974), (the "Act") noting herein excludes, restricts or modifies any condition, warranty, right or remedy which pursuant to the Act applies to goods or services provided hereunder by it to the extent that the Act permits Lynx to limit its liability for a breach of a condition or warranty implied by the Act then Lynx's liability for such breach shall be limited to:
  - iii in the case of goods the payment of the cost of replacing the goods or of acquiring equivalent goods; and
  - iv in the case of service the payment of the cost of having the service supplied again.

**8. CLAIMS PROCEDURE**

If the Customer becomes aware of any fault or defect in the goods or in the supply of services which gives rise to an alleged breach of an express or implied term, condition or warranty of this contract, the Customer should notify Lynx and the Customer is to mitigate any loss and damage which either may suffer as a result of an alleged breach.

**9. EXCLUSIVE STATEMENT**

The Customer and Lynx agree that these terms and conditions are the complete and exclusive statement of the agreement between the Customer and Lynx which supersedes the terms and conditions attached to or contained within the product package, any proposal or prior agreement, oral or written or any other communication between the Customer on the one hand and Lynx on the other.

**10. DENIAL ORDERS**

Commodities supplied by Lynx will not be disposed/re-exported without obtaining prior written approval by Lynx, nor will they be sold to any person or firm listed on the U.S. Department of Commerce Table of Denial Orders.

**11. GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of New South Wales.