

PURCHASE AGREEMENT

TERMS & CONDITIONS

July 2012 Edition

THESE TERMS AND CONDITIONS (“THIS AGREEMENT”) APPLY TO ALL PURCHASES OF EQUIPMENT BY VERSER TECHNOLOGY LIFECYCLES PTY LIMITED (BUYER) FROM ITS CUSTOMERS (SELLER). FROM THE DATE THE BUYER PLACES AN ORDER TO PURCHASE EQUIPMENT WHICH YOU, THE SELLER, HAVE OFFERED TO SELL TO THE BUYER, YOU ACCEPT AND ARE BOUND BY THIS AGREEMENT.

1. ACCEPTANCE:SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, the Equipment on the terms of this Agreement.
2. PAYMENT: Payment of the Purchase Price shall be made within 30 days of Delivery but in all cases after receipt of a valid tax invoice from SELLER unless otherwise agreed in writing.
3. AUDIT OF EQUIPMENT: Prior to Delivery, the SELLER will provide the BUYER with a list of all the Equipment to be purchased by the BUYER and such list must be approved by the BUYER in writing (the “Equipment List”). If the items the BUYER receives from the Seller do not correspond with those listed in the Equipment List, the total Purchase Price shall be reduced by an amount equal to the Purchase Price for any missing items of Equipment and the BUYER will be in no way obligated to purchase any items not listed on the Equipment List. If “Used” Equipment is to be sold to the BUYER, BUYER may at its expense require the manufacturer or manufacturer’s representative to perform an audit of the Equipment and to prepare a list of the Equipment to be sold to the BUYER (the “Audit List”). If the Equipment on the Audit List does not reflect all of the Equipment to be purchased by the BUYER, the Purchase Price shall be reduced by an amount equal to the manufacturer’s list price for such items of Equipment as of Delivery.
4. DELIVERY: SELLER shall prepare the Equipment for shipping using the Equipment manufacturer’s standard packaging materials, shall pack the Equipment in accordance with the manufacturer’s specifications, and shall deliver the Equipment to the Delivery Site, but in no event later than the Scheduled Delivery Date.
5. RISK OF LOSS: Irrespective of any other provision hereof, SELLER shall bear the risk of loss or damage from fire, the elements or otherwise until Delivery. All packing, shipping and transportation costs (including in-transit insurance) shall be borne and paid by the SELLER unless otherwise agreed in writing.
6. WARRANTIES AND REPRESENTATIONS OF SELLER: SELLER warrants and represents that:
 - (a) (i) immediately prior to title to the Equipment vesting in the BUYER, SELLER is the owner of, and has good title to, the Equipment free and clear of any and all claims, liens, security interests and encumbrances, and the Equipment is not subject to any lease, agreement for lease, hire purchase or sale on deferred terms; and (ii) full title and ownership in the Equipment shall pass to BUYER free and clear of any and all claims, liens, security interests and encumbrances;
 - (b) If the Equipment is new equipment, the Equipment is newly manufactured and will be eligible for all warranties and indemnities given by the Equipment manufacturer and any vendor of the Equipment for new Equipment and that such warranties and indemnities shall be, and are, validly assigned to BUYER and any end user nominated by the BUYER;
 - (c) If the Equipment is used equipment, the Equipment was operating to manufacturer’s published specifications at the last installation site. If the Equipment is to be de-installed for purchase by the BUYER, SELLER agrees that the Equipment will be or has been de-installed in accordance with the manufacturer specifications, unless otherwise agreed to in writing by the BUYER;
 - (d) unless the BUYER has been engaged by the SELLER to provide data wiping services on the

Equipment to a standard higher than a basic F disk format, the Equipment is delivered to BUYER with all information and data removed from such Equipment, and the SELLER shall indemnify the BUYER for all loss, damage or costs which may arise in connection with any information or data on Equipment;

(e) it has tested the Equipment to confirm it is compliant with, and will at all times comply with, all relevant laws and regulations relating to the export or import of the Equipment to or from any jurisdiction, including, where necessary, obtaining all necessary permits, licenses, certifications or qualifications;

(f) the SELLER maintains all insurances that may be considered necessary or desirable for a prudent person operating a business in the nature of the SELLER's business including, without limitation, reasonably sufficient professional indemnity insurance, and will, upon the BUYER's request, promptly provide the BUYER with evidence of the existence and currency of insurance policies the SELLER has effected; and

(g) that any Equipment List it provides to the BUYER is an accurate list of the Equipment.

7. TITLE: Title to the Equipment shall vest in BUYER upon Delivery.
8. EQUIPMENT:
 - (a) SELLER agrees to maintain or cause the Equipment to be maintained hereafter so that no excessive deterioration or use other than normal wear and tear shall occur before Delivery, or, if such excessive deterioration or use shall occur, SELLER shall use its best efforts to correct or to correct said excessive deterioration or use and ensure the acceptable appearance and condition of the Equipment.
 - (b) To the extent SELLER has received a warranty of the performance of the Equipment, patent and copyright infringement indemnities, servicing, training, and other such items associated with the Equipment, and to the extent that warranty is assignable, it is assigned to BUYER and any end user nominated by the BUYER.
9. TAXES: SELLER will be responsible for and shall pay all taxes, fees, levies, imposts, duties, withholdings or other charges imposed by taxing authorities by reason of sale and delivery of the Equipment.
10. NOTICES: Any notice provided for herein shall be in writing either personally delivered or sent by registered or certified mail, postage prepaid. Notices to the SELLER should be given to the SELLER at the address notified by the SELLER to the BUYER in connection with this Agreement. Notices to the BUYER should be delivered to PO Box - 650 Regents Park, NSW, 2143 or such other address notified by the BUYER to the SELLER. Notice will be deemed to be effective upon receipt or three days from the date of mailing, whichever occurs first.
11. INDEMNITY: Without prejudice to any other right the BUYER has under the terms of this Agreement, the SELLER must compensate the BUYER upon demand (and without any set-off, deduction or withholding) for any loss the BUYER suffers and all costs (including legal costs on a full indemnity basis), charges, taxes, penalties, levies and expenses the BUYER incurs as a direct or indirect result of the SELLER failing to comply with all relevant laws and regulations relating to the export or import of the Equipment to or from any jurisdiction.
12. MISCELLANEOUS:

No amendment, supplement, alteration, representation or statement not contained herein shall be binding upon SELLER or BUYER, unless in writing and executed by the party to be bound thereby.

 - (b) This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
 - (c) SELLER will, upon request of BUYER, provide to BUYER evidence in the form of a Bill of Sale that the passage of title, from SELLER to BUYER, shall be free and clear of all claims, liens, encumbrances, and the Equipment is not subject to any lease, agreement for lease, hire purchase or sale on deferred terms.
 - (d) SELLER agrees to and shall indemnify and hold BUYER harmless from and against all liens, costs, expenses, damages or claims arising out of the performance of any SELLER obligations hereunder, the breach of any SELLER obligation hereunder, or any misrepresentation of, or breach of warranty by, SELLER hereunder.
 - (e) If the SELLER fails to fulfil its obligations within a 30 day period from the Scheduled Delivery Date, in addition to the liquidated damages, BUYER shall have the right to (1) cancel the purchase of the Equipment; (2) collect any deposits which BUYER may have submitted to SELLER or to any other party on SELLER's behalf; and (3) receive compensation for any additional damages which BUYER may have suffered due to SELLER's failure to deliver the goods.
 - (f) This Agreement is governed by the laws in force in the state of jurisdiction New South Wales, Australia excluding those laws relating to the conflict of laws. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia. Each party waives any right it

has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

13. DEFINITIONS:

BUYER means VERSER TECHNOLOGY LIFECYCLES Pty Ltd (ABN 009 641 196).

Delivery means the actual date on which the BUYER or the BUYER's agent takes possession of the Equipment.

Delivery Site means Unit T1, Regents Park Estate, 391 Park Road, Regents Park, NSW 2143 or such other address notified by the BUYER to the SELLER.

Equipment means the equipment the BUYER agrees to purchase from the SELLER.

Order means a written acceptance (which for the avoidance of doubt includes acceptance contained in an email) of the BUYER to purchase the Equipment the SELLER has offered to sell to the BUYER.

Purchase Price is the price mutually agreed by the SELLER and BUYER which the BUYER will pay the SELLER for the Equipment.

Scheduled Delivery Date is the date on which the SELLER and BUYER agreed and scheduled Delivery to occur.

SELLER means the party who sells the Equipment to the BUYER.