

TRADING TERMS of PROSCAN AUSTRALIA PTY LTD. A.C.N.: 052 464 374 hereinafter called "PROSCAN".

1. Definitions and General terms & conditions.

The products sold by PROSCAN to The Customer are hereinafter called "the goods".

Failure by PROSCAN to enforce at any time any part of these terms shall not be construed to be a waiver of PROSCAN's right to enforce these terms.

These terms shall be construed in accordance with the Law of the State of New South Wales.

Terms and conditions contained in any purchase order or other writing of The Customer and which differ from these terms and conditions are not binding upon PROSCAN unless specifically accepted in writing by PROSCAN.

2. Transport & passing of risk.

PROSCAN's terms are ex-works.

If The Customer indicated on its purchase order its acceptance to pay PROSCAN for freight charges, PROSCAN will be responsible for damage caused to the goods up to the moment these goods are on board the delivery vehicle at the delivery address indicated by The Customer on its purchase order. Claims from The Customer relating to transport damage must be made before The Customer forwards the goods to any third party and in any case within 72 hours from receipt of the goods by The Customer.

If The Customer did not indicate on its purchase order its acceptance to pay PROSCAN for freight charges, insurance will be the responsibility of The Customer, who will be liable for loss or damage to the goods from the time the goods leave PROSCAN's premises.

3. Goods returns.

Goods may be returned to PROSCAN under certain circumstances, such as:

- a) The wrong goods were ordered.
- b) The goods fail to meet The Customer's requirements, providing these requirements had been clearly stated in writing to PROSCAN at time of purchase.
- c) A PROSCAN Reseller having ordered goods for sale to and end-user who cancelled the order prior to taking delivery
- d) The goods do not comply with the Trade Practices Act 1974 (Cth) or similar legislation.

Under the above circumstances, The Customer will have a period of 14 days from receipt of the goods to return them for credit. Any goods returned should be returned by The Customer to PROSCAN by freight prepaid and insured. Opened software may not be returned. If a product includes a hardware & third party software bundle, opening the software may mean neither the software nor the hardware can be returned. Upon receipt of the goods, PROSCAN will credit The Customer's account, less any expenses incurred to return the goods to their original condition, less any cartage paid by PROSCAN, less any loss of market value of the goods. After expiration of that period of 14 days from receipt of the goods by The Customer, The Customer will have no option to return the goods for credit and payment will be due to PROSCAN irrespective of any other considerations.

PROSCAN will not accept to pay for cartage on goods returned from The Customer to PROSCAN unless specifically agreed in writing by a Manager of PROSCAN.

4. Technical support.

Assistance regarding the first installation of a product is free. For scanner & bundled software sales, this assistance includes what it takes to get the product up and running. Assistance regarding subsequent installations is charged.

When a hardware product includes a suite of bundled software, we will offer free initial assistance on the main application pertinent to the use of the hardware. We cannot offer free support on all the add-on applications which may be bundled with a product.

Unless otherwise stated in writing, warranties are on a return to base (North Sydney) basis. Additional terms apply to repairs as stated on our repair order form.

Warranty limitations apply to certain products. Please refer to our standard warranty terms (available on request and also from www.proscan.com.au), and also to the manufacturer's warranty terms (including End User Licence Agreements supplied with software) as supplied with the goods. Such terms are, to the extent that they are not inconsistent with these terms, incorporated into these terms. Specific terms apply to customers having purchased priority support contracts (a copy is available upon request).

5. Pricing.

Errors and omissions are excluded. Quantity discounts apply to COD orders only unless otherwise agreed. Prices are subject to change without notice. If you need a price valid up to 14 days, please obtain a written confirmation from PROSCAN first.

6. Limited liability.

(a) To the extent permitted by law PROSCAN shall not be under any liability (contractual, tortious or otherwise) to The Customer in respect of any loss or damage (including, without limitation, consequential loss or damage) howsoever caused, which may be suffered or incurred or which may arise directly or indirectly in respect to the supply of goods or services pursuant to these terms or the act, failure or omission of PROSCAN.

(b) Where legislation implies in this Agreement any condition or warranty and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or the exercise of or liability under such term, such term shall be deemed to be included in these terms. However, the liability of PROSCAN for any breach of such term shall be limited, at the option of PROSCAN, to any one or more of the following: if the breach related to goods: the replacement of the goods or the supply of equivalent goods; the repair of such goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and if the breach relates to services the supplying of the services again; or the payment of the cost of having the services supplied again.

7. Product specifications.

Product specifications, bundled accessories and software may vary from country to country, and will also vary from time to time. Please check www.proscan.com.au and our latest price list for specifications, bundled accessories and software. PROSCAN cannot be held accountable for information contained on other companies' web site or literature. Please note that the fact a given hardware product is listed as supported on a given operating system does not mean that all the bundled software is also compatible. Information printed on the packaging will only be applicable if The Customer was able to see the packaging prior to purchase.