

CSA STANDARD TERMS & CONDITIONS

©August 2016

1. Definitions

In these terms and conditions (**these Terms**):

the Act means the Competition & Consumer Act 2010.

Additional Terms means any other provisions that CSA and the Customer agree in writing are to form part of the Contract.

Claim means any claim, demand, action or proceeding.

Collateral has the meaning given under the PPSA and in particular for the purposes of the Contract, the personal property that is not used predominately for personal, domestic or household purposes as identified in clause 10 hereof to which the Security Interest has attached.

Confidential Information means information in any format (including oral information) that by its nature is confidential or in respect of which the relevant Disclosee knows or ought to know is confidential; or information that is designated by the relevant Disclosor as confidential.

Contract means the contract between the Customer and CSA for the supply of the Products and/or Services by CSA to the Customer and in respect of which these Terms form part, as further described in clause 2(b).

CSA means Computer Systems (Australia) Pty Ltd (ABN 44 003 147 153).

Customer means the person, business or company that in the particular circumstance is the customer of the Products or in respect of whom the Services are provided.

Customer Provisions means the provisions of any of the Customer's terms of trade provided by the Customer or on its behalf, whether or not those provisions are attached to or referred to in an Order or any other instrument and whether or not they are received by CSA before the Customer has viewed these Terms.

Disclosee means the party who in the context receives the relevant Confidential Information.

Disclosor means the party who in the context provides or causes to provide the relevant Confidential Information to the Disclosee.

Intellectual Property includes all copyright (including rights in relation to software, phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Milestone Payment means any payment for specific deliverables and the linked payment outlined in the Contract for the delivery of Services and payable by the Customer on CSA's achievement of each specified milestone event.

Order means the order from the Customer (if any) in respect of the relevant Products and/or Services. The Order does not comprise of any Customer Provisions, and no Customer Provisions form part of the Contract, except as may be provided in clause 2(e).

PPSA means the Personal Property Securities Act 2009 as amended.

PPS Register means the personal property securities registered established under section 146 of the PPSA.

Prescribed Terms means any terms, conditions, guarantees and warranties which the Act and any other law expressly provides may not in respect of the Contract be excluded, restricted or modified, or may be excluded, restricted or modified only to a limited extent.

Products means computer hardware, software and other products supplied by CSA to the Customer.

Progress Payment means any payment to be made by the Customer to CSA for work in progress during any project, including but not limited to implementation of a Service to be delivered under the Contract.

Related Body Corporate means a related body corporate as determined in accordance with section 50 of the Corporations Act 2001.

Relevant Legislation means the Act and any other relevant legislation that implies warranties, conditions or guarantees in respect of the Products, Services or the Contract and that may not be excluded or only excluded to a limited extent.

Security Interest has the meaning given under the PPSA.

Services means the services supplied to the Customer by CSA, its servants, agents or subcontractors and includes services that are ancillary to any Product supplied to the Customer under the Contract.

Specific T&C means CSA's terms and conditions, if any, that are specific to the particular category of Products or Services supplied to the Customer, and includes any schedules attached thereto.

2. The Contract

(a) CSA agrees to sell and deliver the Products and provide the Services to the Customer, and the Customer agrees to purchase and accept delivery of the Products and accept the Services from CSA, in accordance with the Contract.

(b) Unless otherwise agreed in writing by CSA, the Contract comprises of these Terms, the Order (if any, and provided

that the Order is not rejected in whole or in part by CSA in accordance with clauses 3(a) and (b)), any Specific T&C, any Additional Terms and any of CSA's documents referred to in any of those documents.

(c) If there is any inconsistency between the provisions of these Terms, the Order, the Specific T&C, the Additional Terms and the CSA documents, the inconsistency will be resolved by applying the provisions of the Specific T&C first, followed by these Terms, the Additional Terms, any of the CSA documents and the Order (if any, and provided that the Order is not rejected in whole or in part by CSA in accordance with clauses 3(a) and (b)), to the extent of the inconsistency.

(d) The Contract constitutes the entire agreement between CSA and the Customer in regard to the Products and/or Services supplied by CSA to the Customer, and supersedes all prior understandings, arrangements and agreements with respect to the subject matter of the Contract.

(e) Unless CSA agrees in writing to the contrary, no Customer Provisions form part of the Contract. If CSA agrees in writing that some or all of the Customer Provisions are to form part of the Contract, then in the event there is any inconsistency between the Customer Provisions and the other provisions of the Contract, the parties will endeavour to agree in writing the provisions that will prevail. If the parties fail to so agree, the other provisions of the Contract will prevail to the extent of the inconsistency.

3. Orders

(a) All Orders will be deemed to be accepted by CSA unless CSA notifies the Customer that the Order is rejected. An Order may be rejected by CSA at any time until the Products and/or Services that are the subject of the Order are delivered to the Customer. Provided the Order has not been so rejected by CSA, these Terms apply to each Order in accordance with clause 2(b).

(b) CSA may reject an Order in accordance with clause 3(a) in whole or in part. If CSA rejects only part of an Order, the part not so rejected forms part of the Contract.

(c) All quotations, proposals, tenders or price lists issued by CSA are not an offer to sell the Product or supply the Services to the Customer.

(d) Unless otherwise stated in the Contract or in writing by CSA's authorised representative, all prices quoted are exclusive of Goods and Services Tax (**GST**) and all other taxes, freight charges, agents' charges and any other charges, duty or impost.

4. Invoicing

(a) Products will be invoiced on shipment from CSA's warehouse to Customer's premises or CSA's staging facility and may represent partial or whole shipments, as applicable.

(b) Services (including any Milestone or Progress Payment) will be invoiced as incurred, unless otherwise agreed in writing.

5. Payment

(a) Unless otherwise agreed in writing the price of the Product and/or Services will be CSA's quoted price. Unless otherwise agreed in writing, upon receipt of a tax invoice from CSA the Customer must pay to CSA the amount of GST applicable to a supply under the Contract.

(b) Unless otherwise agreed in writing by CSA, payment is required prior to delivery of the Product and/or the performance of the Services.

(c) If CSA agrees to supply Products and/or Services to the Customer on credit and the Customer fails to make a payment due to CSA pursuant to the agreed credit terms CSA may, in its sole discretion:

- (i) suspend the provision of credit until all amounts are paid in full;
- (ii) vary or cancel any credit facility it makes available;
- (iii) charge interest on any overdue amount at the annual rate of 3% above the prevailing base lending rate provided by CSA's principal banker;
- (iv) refuse further supply under the Contract; and/or
- (v) terminate the Contract without notice.

6. Delivery

(a) Unless otherwise agreed in writing CSA will deliver the Products to the Customer's premises as notified by the Customer in writing.

(b) Delivery times or any estimate of time to deliver Product or provide Services that are advised to the Customer or stated in the Contract are estimates only and CSA will not be liable under any circumstances for any loss, damage or delay suffered or incurred by the Customer or its customers in respect of any delay in delivering or failure to deliver any Product or Service when due or estimated.

(c) CSA may make part deliveries of an order and each delivery will constitute a separate Contract in accordance with these Terms, unless otherwise agreed in writing by CSA's authorised representative.

7. Software

(a) If any Product supplied under the Contract is a software product then in addition to these Terms that Product will be supplied subject to any applicable licence agreement or licensing laws.

(b) The Customer agrees to use the software Product in accordance with the

terms & conditions of any applicable licence agreement and if required by CSA will execute any licence agreement.

(c) Where any of the software supplied is CSA's software then CSA agrees to grant to the Customer a non-exclusive, non-transferable licence in relation to the software. CSA's licence for the software may contain other terms and conditions in relation to the software and its use, and the Customer agrees to comply with those terms.

8. Inspection & Acceptance

The Customer:

(a) must inspect and test all Products upon their delivery to the Customer; and
(b) in relation to any Product that the Customer believes is defective or does not comply with the Contract, must within seven days of delivery give written notification to CSA setting out how the item is defective or does not comply with the Contract.

If the Customer does not comply with this clause then, to the extent permitted by any Relevant Legislation, the relevant Product will be deemed accepted by the Customer.

9. Title & Risk

(a) Risk of loss of or damage to the Products will pass to the Customer upon delivery of the Products to the Customer or when the Customer takes custody or control of the Products.

(b) Title in the Products will not pass to the Customer until the whole of the purchase price and any other charges payable under the Contract are paid by the Customer. Until that time, the Customer must store the Products in such a manner as to show clearly that they are the property of CSA and shall upon CSA's demand deliver up those Products to CSA.

(c) Title to any software Products remains with CSA or the applicable third party licensor(s) at all times.

10. PPSA

(a) The terms **Accession, Collateral, Debtor, Financing Change Statement, Financing Statement, Grantor, Proceeds, Secured Party, Security Agreement and Security Interest** have the meanings given in the PPSA.

(b) The Customer acknowledges and agrees that:

(i) the Contract constitutes a Security Agreement that covers the Collateral for the purposes of the PPSA;

(ii) CSA holds (as Secured Party) a Security Interest over all of the present and after acquired goods supplied by CSA to the Customer and any Proceeds of the sale of those goods (**Collateral**);

(iii) any purchase by the Customer on credit terms from CSA or retention of title supply pursuant to clause 10 hereof will constitute a purchase money security interest (**PMSI**) as defined under section 14 of the PPSA;

(iv) the PMSI granted herein will continue to apply to any Products coming into existence or proceeds of sale of Products coming into existence;

(v) CSA will continue to hold a Security Interest in the Products in accordance with and subject to the PPSA, notwithstanding that the Products may be processed, commingled or become an accession with other goods;

(vi) any Security Interest will be a continuing and subsisting interest in the Collateral with priority to the fullest extent permitted by law over all registered or unregistered Security Interest;

(vii) until title in the Products pass to the Customer, it will keep all Products supplied by CSA free and ensure all such goods are kept free of any charge, lien or Security Interest and not otherwise deal with the Products in a way that will or may prejudice any rights of CSA under the Contract or the PPSA; and

(viii) in addition to any other rights under these Terms or otherwise arising, CSA may exercise any and all remedies afforded to it as a Secured Party under Chapter 4 of the PPSA including, without limitation, entry into any building or premises owned, occupied or used by the Customer, after providing the Customer with 24 hours' notice of intention to enter and seize, to search for and seize, dispose of or retain those Products in respect to which the Customer has granted a Security Interest to CSA. CSA undertakes to remove all Customer owned data or configuration from such items.

(c) The Customer undertakes to:

(i) if required by CSA, sign any further documents and provide such information which CSA may reasonably require to register, amend or update a Financing Statement or Financing Change Statement in relation to a Security Interest on the PPS Register;

(ii) indemnify and upon demand reimburse CSA for all reasonable expenses incurred in registering a Financing Statement or Financing Change Statement on the PPS Register or releasing any Security Interests;

(iii) not register or permit to be registered a Financing Change Statement in the Collateral without the prior written consent of CSA; and

(iv) provide CSA not less than 7 days prior written notice of any proposed change in the Customer's name, address, contact numbers, business practice or such other change in the Customer's details registered on the PPS Register to enable CSA to register a Financing Change Statement if required.

(d) CSA and the Customer agree that sections 96 (when a subordinate interest in the whole may retain an Accession), 125 (disposal or retention of personal property in which a security interest is attached), 132(3)(d) (payments to other secured parties) and 132(4) (written

statement every 6 months until disposal) of the PPSA do not apply to the Security Agreement created under the Contract.

(e) The Customer waives its rights to receive notices under sections 95 (notice by secured party entitled to remove an Accession), 118 (interests in land), 121(4) (account, chattel paper and negotiable instruments), 130 (notice of disposal on default), 132(3)(d) (payments to other secured parties) and 132(4) (written statement every 6 months until disposal) of the PPSA.

(f) The Customer waives its rights as a Grantor and/or a Debtor under sections 142 (redeeming the personal property in which a security interest is attached) and 143 (reinstatement of the security agreement) of the PPSA.

(g) Unless otherwise agreed in writing by CSA, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.

(h) The Customer shall unconditionally ratify any actions taken by CSA under this clause 10.

(i) This clause 10 will survive the termination of the Contract to the extent permitted by law.

11. Customer Cancellation

(a) Unless otherwise agreed in writing, the Customer may not cancel an Order that has been accepted by CSA.

(b) If CSA agrees to the cancellation of an Order, the Customer will be liable for any of CSA's costs incurred prior to the date of cancellation.

(c) CSA has a 72 hour cancellation/rescheduling policy for Services. Should the Customer cancel or reschedule a scheduled service time with less than 72 hours' notice, then at CSA's discretion, the Customer may be charged a cancellation or rescheduling fee of \$500 ex GST for each full day of cancelled or rescheduled service time.

12. Warranties, Conditions or Guarantees

(a) The only warranties, conditions or guarantees that apply to any Product or the Service are those provided or implied under any Prescribed Terms (if any) together with all warranties expressly stated in writing by CSA or those that are provided by the manufacturer or supplier of a Product. All other warranties, conditions or guarantees in respect of any Product or Service or their supply, whether express or implied, are excluded.

(b) CSA will notify the Customer of any applicable manufacturer's warranty in relation to any Product. Software Products are warranted in accordance with the relevant licence agreements that govern their use.

(c) CSA warrants to the Customer that all Services provided by CSA will be provided with due care and skill and all Products manufactured by CSA will at the time of delivery to the Customer be of

merchantable quality and conform to applicable Australian Standards. CSA will resolve faults discovered during the warranty period. A fault is defined as non-compliance to the documented requirements with reference to what has been included in the scope of work. Warranty expires 150 calendar days from delivery into a User Acceptance Test environment or 90 calendar days from delivery into a Production environment, whichever comes first.

13. Limitations of Liability

(a) Notwithstanding anything to the contrary herein contained but subject to the provisions of any Relevant Legislation, CSA's liability in respect of any Claim arising in any way out of the Contract or its performance or from any failure to perform the Contract, whether that liability arises under contract, tort (including negligence), breach of statutory duty or otherwise, is limited as follows:

(i) if the Claim is in relation to a Product or Service and if any guarantee under the Act is applicable to the Product or Service and CSA's liability is due to a failure to comply with the guarantee and such failure cannot be remedied or is a major failure as defined in the Act (each such failure hereafter referred to as a **Relevant Failure**), CSA's liability is as stated in the Act in respect of that Relevant Failure;

(ii) if the Claim is in relation to a Product or Service and if any guarantee under the Act is applicable to the Products or Services and the liability is due to a failure to comply with the guarantee and such failure is not a Relevant Failure, or if there is a breach of any warranty in respect of the Products or Services that is provided by CSA under the Contract, CSA's liability is limited as follows in respect of such failure:

(A) if the failure or breach is in respect of a Product, CSA's liability is limited to replacement of the Product or the supply of an equivalent Product, the repair of the Product, payment of the cost of replacing the Product or of acquiring an equivalent Product, or payment of the cost of having the Product repaired, as determined by CSA in its sole discretion; and

(B) if the failure or breach is in respect of a Service, CSA's liability is limited to the supply of the Service again or payment of the cost of having the Service supplied again, as determined by CSA in its sole discretion; and

(iii) in respect of any other liability (if any), CSA's liability is limited in the aggregate to the lower of either the amount of \$50,000 and the sum which equals the total purchase price or fees (excluding GST) paid or payable by the Customer under the Contract.

(b) Subject to any Relevant Legislation, under no circumstances will CSA be liable to the Customer for any consequential,

financial, economic or special loss or damage whatsoever suffered or sustained by the Customer or any other party including but not limited to business interruption, interest or loss of use, profit, revenue, production, goodwill or data and the like, whether arising in any way from the Contract or products supplied or services performed under the Contract or otherwise.

(c) If the Customer is a consumer as defined in section 4B of the Act (i) the Products come with guarantees that cannot be excluded under the Australian Consumer Law; (ii) the Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage; and (iii) the Customer is also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

14. Credit Assessment

(a) If Products and/or Services are supplied to the Customer on credit, CSA may need to disclose to a credit reporting agency certain information referred to in clause 14(c) about the Customer when assessing the Customer's application for credit and managing the Customer's account with CSA. The Customer authorises CSA to disclose such information to a credit reporting agency for these purposes.

(b) Subject to CSA's obligations under clause 15, CSA may give the information referred to in clause 14(c) to a credit reporting agency to obtain a consumer credit report about the Customer or to allow the credit reporting agency to create or maintain a credit information file about the Customer. CSA may disclose a credit report about the Customer to any credit provider or debt collection agency for the purpose of assessing the Customer's credit-worthiness or to collect overdue payments

(c) CSA may disclose information to the following effect relating to the Customer in accordance with clauses 14(a) and (b): Customer's name and address; credit limits on customer accounts; invoice/order values; information that, in CSA's opinion, the Customer has committed a serious credit infringement; or information that CSA has ceased to supply products or services to the Customer.

(d) CSA may obtain information about the Customer from any business that provides information about the commercial credit-worthiness of persons for the purposes of assessing the Customer's application to purchase on credit and collecting any overdue amounts.

(e) CSA may refuse to supply Products and/or Services to the Customer on credit on the basis of CSA's credit assessment of the Customer.

15. Privacy

(a) The Customer agrees to CSA collecting, using and disclosing Confidential Information about the Customer, including personal information as defined in the Privacy Act 1988, for various purposes, including but not limited to:

- (i) assessing credit worthiness;
- (ii) supplying the Products and/or Services to the Customer and the management of the account;
- (iii) communicating with the Customer about products or services that CSA or its partners or affiliates may provide to the Customer;
- (iv) implementing these Terms and the Contract; and
- (v) complying with relevant laws.

(b) CSA, at the written request of the Customer, will provide access to any personal information relating to the Customer held by CSA and correct or amend any personal information relating to the Customer held by CSA which is incorrect or out of date.

(c) CSA will handle the Customer's personal information in accordance with the Privacy Act 1988 and other applicable laws.

16. Intellectual Property

(a) If any Intellectual Property rights are generated from work under the Contract (**Contract IP**), the Additional Terms (if any) or the Specific T&C may contain provisions that determine who is the owner of the Contract IP. If they do not, the Contract IP will be the sole property of CSA.

(b) The Customer acknowledges and agrees that:

(i) with the exception of any Contract IP, all Intellectual Property rights embodied in or in connection with the Products and/or Services, including all associated documentation, parts or software, are the sole property of CSA or its suppliers; and

(ii) all Intellectual Property of CSA or its suppliers may only be used by the Customer as expressly authorised in the Contract or as otherwise authorised in writing by CSA or its suppliers. Subject to the terms of any such authorisation, such use may continue only for the term of the Contract.

(c) Any licensing of Intellectual Property rights in any software products supplied to the Customer under the Contract will immediately cease upon expiry or termination of the relevant licence agreement that governs the use of that software.

(d) The Customer must not at any time during the term of the Contract or after its expiry or termination, without the prior written consent of CSA or its relevant supplier, register or use any trademarks, trade names, domain name, trading style, commercial designation or design owned or used by CSA or its

suppliers in connection with the Products or the Contract.

(e) The Customer will indemnify CSA in respect of and keep it harmless from all liabilities, damages, costs and expenses which CSA may suffer or incur as a result of information supplied by the Customer or work done in accordance with the Customer's specifications or as a result of the Customer changing any work conducted by or Product supplied by CSA or arising due to the combination or use of Products by the Customer with other equipment, parts or software not supplied by CSA, and which results in the infringement of any Intellectual Property of any person.

17. Confidentiality

(a) Each party acknowledges that the other party may have disclosed and/or may from time to time disclose to it Confidential Information. Subject to clause 17(d) the Disclosee must:

(i) only use the Confidential Information solely for the purposes contemplated under the Contract, and

(ii) not, during the term of the Contract or thereafter, disclose to any third party any part of the Confidential Information, other than is required to carry out such purposes.

(b) If it is necessary for the Disclosee to disclose particular Confidential Information to any third party, the Disclosee will obtain from such third party a binding undertaking to maintain in confidence the Confidential Information, on terms no less stringent than the obligations of confidentiality and non-use contained in this clause 17.

(c) If required by the Disclosor, upon expiry or termination of the Contract the Disclosee must cease to use and must return or destroy (as the Disclosor may instruct) all of the Disclosor's Confidential Information that is in the possession or control of the Disclosee.

(d) The provisions of this clause 17 do not apply to the extent that the relevant information is:

(i) at the time of disclosure, already rightfully known to or in the possession or control of the Disclosee and is not subject to an obligation of confidentiality binding on the Disclosee;

(ii) public knowledge;

(iii) approved to be disclosed by the Disclosor; or

(iv) required to be disclosed by a government authority or by relevant laws.

18. WH&S

Prior to any CSA representative entering a Customer site the Customer will ensure that CSA representative is notified of the Customer's workplace health and safety policies, procedures and risks which may be applicable whilst at the site and receives all proper training, instruction and supervision in respect of such policies, procedures and risks. The

Customer will indemnify CSA in respect of and keep it harmless from all liabilities, damages, costs and expenses which CSA or any of its officers, employees, subcontractors, representatives or agents may suffer or incur as a result of any breach by the Customer of its obligations under this clause, or any failure on the part of the Customer to maintain a healthy and safe workplace.

19. Force Majeure

Notwithstanding any other provision of the Contract, CSA will not be liable for any delay or failure to perform any of its obligations under the Contract if such failure or delay is due to an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omission of Government or other competent authority, industrial disputes of any kind (whether involving CSA's employees and/or CSA's contractors or otherwise), fire, lightning, explosion, flood, subsidence, inclement weather, acts or omission of persons or bodies for whom CSA is not responsible or any other cause, whether similar or dissimilar to the foregoing, that is outside the reasonable control of CSA.

20. Termination

(a) In addition to any other rights of either party to terminate the Contract, either party (**Terminating Party**) may terminate the Contract immediately by notice in writing to the other party (**Other Party**) if:

(i) performance of any material obligation by the Other Party is overdue by a period of at least seven days and the breach of that obligation is not capable of being remedied;

(ii) the Other Party breaches any provision of the Contract which is capable of being remedied and fails to remedy the breach within seven days of written notice from the Terminating Party requiring the breach to be remedied;

(iii) the Other Party provides materially false or misleading information to the Terminating Party in respect of the Other Party's obligations under the Contract or its performance or proposed performance of the Contract (for example, if the Customer provides false or misleading information about its use of the Services);

(iv) the Other Party becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;

(v) in the reasonable opinion of the Terminating Party, the Other Party's capacity or ability to undertake its obligations under the Contract has materially diminished and is likely to remain materially diminished for an unreasonable period.

(b) Additionally, CSA may terminate the Contract immediately by notice in writing

to the Customer if, in the reasonable opinion of CSA, the Customer has used or may use the Products or Services for any unlawful or improper purpose or in a manner that may jeopardise the security or interface in the proper operation of the Services or any part thereof.

(c) Termination of the Contract, whether under this clause 20 or otherwise, shall be without prejudice to the rights and entitlements of the parties prior to the date of termination.

(d) Upon termination of the Contract:

(i) each party will return to the other party or, at the direction of the other party, destroy or delete all property of the other party which is in the first party's possession or control, including the Confidential Information of the other party;

(ii) either party may pursue any additional or alternative remedies provided by law;

(iii) CSA may:

(A) repossess any of its property in the possession, custody or control of the Customer; and

(B) charge a reasonable sum for Services performed in respect of which no sum has been previously charged; and

(iv) if CSA is the terminating party, CSA may be regarded as discharged from any further obligations under the Contract.

21. Notices

(a) A party giving notice under the Contract must do so in writing or by electronic communication that is: directed to the recipient's address, as varied by any notice; and hand delivered or sent by pre-paid post or electronic communication to that address.

(b) The address of each party is stated in the Additional Terms (if any) or the Specific T&C or, if not so stated, will be the last known address for the party as communicated to the other party.

(c) The parties agree that a notice given in accordance with clause 21(a) is received:

(i) if hand delivered, on delivery;

(ii) if sent by pre-paid priority post, three business days after the date of posting;

(iii) if sent by electronic communication, at the time the sender receives notification that the notice has been transmitted satisfactorily.

22. General

(a) Subject to clause 22(b), no amendment to any provision of the Contract will be deemed valid unless agreed in writing by each party.

(b) CSA may amend these Terms at any time by publishing the revised Terms on the CSA website www.csa.com.au. By continuing to place orders for Products or Services, the Customer will be deemed to have accepted the revised Terms.

(c) CSA may use subcontractors to perform any task required to complete the Contract. CSA will take all reasonable steps to verify that such subcontractors are suitably qualified to complete the task to the required standard.

(d) Work that is requested by the Customer during the course of a project that is not part of the original scope of work under the Contract is a variation to the Contract and as such must be quoted independently of the project.

(e) Unless otherwise agreed under the Contract or as otherwise expressly agreed in writing, the Customer may be charged for time spent by any CSA personnel required to travel both to and from Customer's premises together with any other related incidental expenses.

(f) Neither party is an agent, representative or partner of the other.

(g) Neither party may assign or otherwise transfer or deal with its rights or obligations under the Contract or any part of the Contract without first obtaining the written consent of the other party.

(h) No rule of construction of the Contract shall apply to the disadvantage of a party on the basis that the party put forward the Contract or any relevant part of it (including these Terms).

(i) If the Customer claims a sum under or arising out of the Contract, then it may not withhold, deduct or set off the claimed sum against any amount which CSA is otherwise entitled to be paid under the Contract.

(j) No right under the Contract shall be deemed to be waived except by notice in writing signed by each party. A waiver by any party pursuant to this clause will not jeopardise its rights in respect of any subsequent breach of the Contract. Subject to this clause, any failure by any party to enforce any provision of the

Contract, or for any forbearance, delay or indulgence granted by any party to the other party, will not be construed as a waiver of the first party's rights under the Contract.

(k) Headings used in these Terms and/or the Contract are for convenience and ease of reference only and are not part of the Contract and shall not be relevant to or affect the meaning or interpretation of the Contract.

(l) A reference in these Terms and/or the Contract to the singular includes the plural and vice versa.

(m) If any part of the Contract is held invalid, unenforceable or illegal for any reason, the Contract shall remain otherwise in full force apart from such provision, which shall be deemed deleted.

(n) The parties must use all reasonable efforts in good faith to resolve any dispute which arises between them in connection with the Contract (**Dispute**). Any Dispute which cannot be settled by negotiation between the parties or their representatives shall be submitted to mediation in accordance with the Rules of the Law Society of New South Wales. During such mediation a party may be represented by a duly qualified legal practitioner. Where the Dispute is of a technical nature, the parties may elect to resolve the Dispute by referring it to a mutually agreed expert in the subject matter of the dispute. Where the parties cannot agree on the appointment of this expert, the parties agree to request the then President of the Australian Computer Society or their designate to select an appropriate consultant.

(o) The covenants, conditions and provisions of the Contract which are capable of having effect after the expiration or termination of the Contract shall remain in full force and effect following the expiration or termination of the Contract.

(p) These Terms are governed by the laws of the State of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of that State and Courts of Appeal therefrom.