

MTI BUSINESS SERVICES PTY LTD TERMS AND CONDITIONS OF SALE AND SERVICES - GENERAL

INFORMATION REGARDING THIS LEGAL CONTRACT

This "MTI Business Services Pty Ltd Sales and Services Terms" agreement is a legal contract binding the Customer and MTI Business Services Pty Ltd. The Customer automatically accepts this legal contract by making a purchase, placing an order, or otherwise shopping on the Site. The terms and conditions of this Legal Sale Contract are subject to change without prior notice, except that the terms and conditions posted on the Site at the time of order / or modification or order by the customer will govern the order in question.

This Legal Sale Contract constitutes the entire agreement between the Customer and MTI Business Services Pty Ltd relating to the purchase or sale of goods or services on the Site www.mti.net.au. In the event of any conflict between terms and conditions listed on this Legal Contract / any terms and conditions on our invoice and your purchase order terms and conditions, you agree that the provisions of this Legal Sale Contract and our invoice shall overrule.

REFERENCES

References made in this legal contract to "you" or "your" shall relate to the Customer. References made in this legal contract to MTI Business Services Pty Ltd or "our" or "we" shall refer to MTI Business Services Pty Ltd.

PAYMENT

All payments are to be made prior or upon delivery of the purchased item(s), unless customers have gained approval for a credit account with MTI Business Services Pty Ltd. Certain orders may be subject to a 50% deposit prior to processing the order depending upon the nature of order by the client. This is at the discretion of MTI Business Services Pty Ltd.

OWNERSHIP

Ownership of goods and services sold do and will not pass on to you unless payment is received in full by MTI Business Services Pty Ltd. MTI Business Services Pty Ltd reserve the rights to collect the goods if we believe that full payment is in question or doubt.

Loss or damage that occurs during shipping by a carrier/courier selected by MTI Business Services Pty Ltd is MTI Business Services Pty Ltd's responsibility. Loss or damage that occurs during shipping by a carrier/courier selected by the Customer is that Customer's responsibility. Titles to all software supplied by MTI Business Services Pty Ltd will remain with the applicable licensor(s).

WARRANTY ON GOODS AND SERVICES SUPPLIED

MTI Business Services Pty Ltd provides a one year Return-to-Base warranty on all individual components and equipment sold. All warranty claims must be supported with a copy of the original invoice.

MTI Business Services Pty Ltd will replace any product under warranty that we find to be faulty within one month from the products date of purchase subject to product availability. For printers, scanners and monitors, the customer must deal with the manufacturer directly. Please contact us if you require assistance finding contact details of manufacturers.

All warranty Freight and handling costs are to be covered by the customer.

At the discretion of MTI Business Services Pty Ltd the item(s) in question will be tested and evaluated before deciding whether the item should be repaired or replaced. Any extra warranties will only be justified in writing on the specific invoice.

MTI Business Services Pty Ltd reserves the right to choose whether or not we will repair or replace a part under the manufacturer's warranty.

MTI Business Services Pty Ltd will assist with manufacturer's warranties wherein it is within its power to do so.

Warranty does not cover data backup, Virus removal, third party software or support of any hardware that was not purchased from us.

Please contact MTI Business Services Pty Ltd for any further information regarding our warranty policy.

PRE-PAID SUPPORT CREDIT

All pre-paid support credit may only be used for support and selected services. Credit may never be transferred in exchange for hardware, software or cash refunds unless prior arrangements have been made with both parties agreeing to in writing.

CANCELLATION OR CHANGE OF ORDERS

MTI Business Services Pty Ltd may not refund in full because the customer has had a change of mind.

MTI Business Services Pty Ltd reserves the right to keep up to 30% of the full invoice amount payment for such cases. This includes change of orders.

REFUNDS

MTI Business Services Pty Ltd reserves the right to only provide a full refund in an unlikely situation such as the rare possibility that a product may be found to be faulty or defective upon delivery.

Compatibility issues or changes of mind will not constitute for a full refund on the item(s) in question. However, MTI Business Services Pty Ltd will provide a full refund if we are found to have been inadequate in providing correct compatibility technical advice. MTI Business Services Pty Ltd will not offer refunds on the basis of incorrect typographical or graphical information displayed on our website or brochures.

PAYMENT TERMS

MTI Business Services Pty Ltd requires full payment to be made within stated credit terms by either cash, credit card or EFT from the date of the invoice. A detailed invoice is sent after information has been entered into our system. Amounts outstanding after the due date shall bear interest at the rate of 10% per month. In the event that payment is not forthcoming, you will be responsible for all expenses - including debt collection, interest and legal fees - incurred by MTI Business Services Pty Ltd in collecting such amounts.

PRICING SPECIFICATIONS AND AVAILABILITY

MTI Business Services Pty Ltd reserves the right to change pricing specifications and / or availability and thus such information is subject to change without any notice. All text and image based specifications listed for products and services are subject to correction / change without notice. Listed prices do not include shipping charges or insurance.

CUSTOMER INFORMATION AND PRIVACY

MTI Business Services Pty Ltd respects the confidentiality of your personal information. We use the following guidelines to protect any information you submit to us when you use the MTI Business Services Pty Ltd website and/or complete any of our forms:

1. Any confidential information provided by you is utilised to:
 - Provide the service you have requested of us .
 - Allow us to communicate with you more effectively with you.
 - Allow us to develop, recommend or sell products and services that meet your needs.
2. MTI Business Services Pty Ltd does not sell or provide third parties with any of your personal information provided to us.

3. Your privacy is protected by limiting access to your personal information to those staff that requires it to provide the service you have requested of us.

NO CONSEQUENTIAL DAMAGES

Under no circumstances or event shall MTI Business Services Pty Ltd or affiliates, or their respective employees, officers, directors, representatives or agents (collectively, "MTI Business Services Pty Ltd") be liable for special, incidental, punitive, consequential, indirect, or other special damages, including but not limited to, loss of data, use, or profits, however caused, whether for breach of contract, negligence, or otherwise.

LCD DEAD PIXEL POLICY

LCD Dead Pixel Policy will vary between manufacturers. Please check manufacturer details for policy information regarding LCD DEAD PIXELS before making a purchase.

MTI BUSINESS SERVICES PTY LTD TERMS AND CONDITIONS OF SALE AND SERVICES - WEBSITE SERVICES

These are the Standard Terms and Conditions for Website Design and Development to in the foregoing contract between MTI Business Services Pty Ltd and all Clients. The following terms and conditions apply to all Website, Software, Graphic and Application design created by MTI Business Services Pty Ltd.

Fees, Approvals and Payments

Fees Payable for Website Design and Development

A 50% deposit of the total fee payable under the contract is due immediately upon the signing of the contract. The remaining 50% shall become due when the work is completed to the reasonable satisfaction of the Client but subject to the terms of the Approval of Work and Rejected Work clauses. MTI Business Services Pty Ltd reserves the right not to begin the Work until the said deposit has been paid in full. The deposit is not refundable if the development work has been started and the client terminates the contract by no fault of MTI Business Services Pty Ltd. The fee quoted in this contract does not include the cost of domain registration or web hosting.

Supply of Materials

The Client is to supply all materials and information required for MTI Business Services Pty Ltd to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, MTI Business Services Pty Ltd has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, MTI Business Services Pty Ltd has the right to invoice the Client for any part or parts of the work already completed.

Design & Development Variances

During the Website Design phase the client is offered the opportunity to receive multiple proposals and revisions to the design. MTI Business Services Pty Ltd has the right to limit the number of design proposals to a 'reasonable' amount, and may charge for additional designs if the client makes a change to the original design specification. The Website Development phase will be flexible and allow certain variances to the original specification. However, any 'major' deviation from the specification above will be charged at the rate of \$97.50 per hour. Any changes deemed to be 'major' will be identified and quoted before development proceeds.

Project Delays & Client Liability

The proposed time frames are contingent upon full co-operation of the client, and complete & final content and photography for the web pages. During development there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from the client side, and be made available on a daily basis in order to expedite the feedback process. Furthermore, incomplete content, or content requiring alteration during the development phase can add delay to the project. MTI Business Services Pty Ltd cannot be held to the agreed delivery date if the above conditions are not met. If the website development is delayed for more than 2 weeks by the client, or is halted indefinitely, MTI Business Services Pty Ltd can request full and final payment for the services specified in this proposal. If this occurs, additional costs may be imposed if the project is resumed at a later date.

Approval of Work

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify MTI Business Services Pty Ltd, in writing, of any unsatisfactory points within 14 days of receipt of such notification. Any of the Work which has not been reported in writing to MTI Business Services Pty Ltd as unsatisfactory within the 14 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the 50% balancing payment will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.

Rejected Work

If the Client rejects the Work within the 14 day review period, or will not approve subsequent Work performed by MTI Business Services Pty Ltd to remedy any points reported by the Client as unsatisfactory, and MTI Business Services Pty Ltd considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and MTI Business Services Pty Ltd can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

Payment

Upon completion of 14 day review period, MTI Business Services Pty Ltd will invoice the Client for the 50% balancing payment in accordance with the clause Fees Payable for Website Design and Development. hereof, which, in the absence of agreement to the contrary, is to be paid by the Client within 30 days of the date that the invoice was issued.

Remedies for Overdue Payment

If payment has not been received by the due date, MTI Business Services Pty Ltd has the right to suspend ongoing work for Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 30 days after the due date, MTI Business Services Pty Ltd has the right to replace, modify or remove the Web Site and revoke the Client's license of the Work until full payment has been received. By revoking the Client's license of the Work or removing the web site from the Internet, MTI Business Services Pty Ltd does not remove the Client's obligation to pay any outstanding monies owing.

Search Engine Optimisation

Due to the unpredictable nature of the internet with the evolution of search engine and indexing algorithms, MTI Business Services Pty Ltd can not and will not guarantee search engine rankings and positioning discussed at the time of quoting, order and billing. MTI Business Services Pty Ltd will not take responsibility if any discrepancies do exist with results discussed and results delivered to the customer. As a result MTI Business Services Pty Ltd will not be liable for special, incidental, punitive, consequential, indirect, or other special damages, including but not limited to, loss of data, use, or

profits, however caused from this or for our service downtime.

Intellectual Property

Website and Software Design

Website, Software and Applications designed and created by MTI Business Services Pty Ltd for Clients should be treated as Trade Secrets and remain the property of MTI Business Services Pty Ltd. Such creative work or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorization from MTI Business Services Pty Ltd. This includes, but is not limited to technical features, functionality of the applications, graphic design, user interface, and pricing information.

Warranty by Client as to Ownership of Intellectual Property Rights

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to MTI Business Services Pty Ltd and/or includes in the Client's website or web applications. The conclusion of a contract between MTI Business Services Pty Ltd and the Client shall be regarded as a guarantee by the Client to MTI Business Services Pty Ltd that all such permissions and authorities have been obtained and that the inclusion of such material on the Website or in the software would not constitute a criminal offense or civil delict. By agreeing to these terms and conditions, the Client removes the legal responsibility of MTI Business Services Pty Ltd and indemnifies the same from any claims or legal actions however related to the content of the Client's website or software.

Licensing

Once MTI Business Services Pty Ltd has received full payment of all outstanding invoices and the work has been approved by the Client in accordance with the Approval of Work clause. The Client will be granted a license to use the website and its related software and contents for the life of the website. MTI Business Services Pty Ltd assumes all content supplied by the client is free of copyright, and MTI Business Services Pty Ltd takes no responsibility whatsoever for using copyrighted material on the site or in the software that has been supplied by the Client. The License of use can be transferred to another party if that party has bought or acquired the business from the Client. Written notification must be made to MTI Business Services Pty Ltd if the License is to be transferred.

Trade Secrets

Any website code that is not freely accessible to third parties and not in the public domain, and to which MTI Business Services Pty Ltd or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from MTI Business Services Pty Ltd. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which MTI Business Services Pty Ltd or their suppliers owns the copyright. MTI Business Services Pty Ltd acknowledges the intellectual property rights of the Client. Information passed in written form to MTI Business Services Pty Ltd, and that the Client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Client.

CHANGES OF TERMS AND CONDITIONS

MTI Business Services Pty Ltd reserves the right to change and update any part of this legal contract found on this website. These terms and conditions are governed and construed by the laws (but not the rules governing conflicts of law) of the Victoria Australia.