

**Canon Information Systems Research Australia Pty Ltd ("CISRA")
Terms and Conditions of Purchase for Goods and/or Services**

1. If you are unable to, or do not wish to, comply with every aspect of this Purchase Order (including the supply of the total order of the exact goods and/or services specified by the required delivery date/s), you should immediately reject this Purchase Order and notify CISRA's Purchasing Officer. CISRA reserves the right to require written acceptance of any Purchase Order.
 2. The prices listed in this Purchase Order are in Australian dollars ("AU\$"), unless another currency is indicated by CISRA. The prices are the maximum amount CISRA will pay for the goods and/or services to be supplied, and are inclusive of all charges including, without limitation, freight, taxes, duty, packaging, insurance and delivery charges.
 3. All goods supplied by you, whether or not as part of or incidental to the provision of any services, must:
 - (a) be of merchantable quality and fit for any purpose for which the goods are sold and any purpose made known to you by CISRA;
 - (b) comply with any samples of the goods provided by you, including any previous deliveries;
 - (c) conform to the manufacturer's published specifications or requirements as well as any user guides and manuals supplied with the goods; and
 - (d) comply with the requirements of this Purchase Order and any other specifications or requirements notified to you by CISRA.
- All services performed by you must:
- (a) comply with the requirements of this Purchase Order and be in accordance with any instructions given to you by CISRA in writing; and
 - (b) performed promptly and in a proper, diligent and professional manner.
- In addition, all goods and services supplied under or incidental to the Purchase Order and their manner of delivery will comply with all applicable Federal and State laws and regulations relating to product standards and occupational health and safety standards. The warranties given in this clause 3 and in clause 4 are referred to in this Purchase Order collectively as "the Requirements".
4. You must comply with the timing, method and quantity requirements for the delivery of the goods and/or services ordered. All goods must be suitably packed and prepared for shipment so as to secure the goods against damage.
 5. CISRA may deliver goods into its store without inspection at the time of delivery. All goods will only be deemed accepted after they have been actually unpacked and inspected by CISRA, regardless of when this may occur. Furthermore, the risk and title in such goods will only pass onto CISRA upon acceptance. Payment of any invoice does not constitute acceptance of the goods and/or services to which it relates, and is made subject to your obligation to immediately refund payment for any goods and/or services subsequently found to be unacceptable.
 6. If any of the goods delivered do not comply with the Requirements, or are not otherwise acceptable for any reason, CISRA may return the goods to you and require their immediate repair, replacement or a refund of monies paid. If CISRA so chooses, it may cancel the entire order and return all goods to you and may cancel the balance of any other orders not yet supplied. You will be responsible for any costs and losses associated with the return or cancellation of such goods including freight and packing.
 7. If any of the services performed by you do not comply with the Requirements or are otherwise unacceptable for any reason, CISRA may require their performance again or a refund of monies paid. CISRA will be entitled to suspend or terminate the provision of any services to be performed at any time, without waiting for completion, if it forms the opinion, on reasonable grounds, that the services are not being performed, in whole or in part, in compliance with the Requirements.
 8. CISRA reserves the right to cancel all or part of the Purchase Order if:
 - (a) you fail to meet any of the Requirements; or
 - (b) you become insolvent, have a receiver or liquidator appointed or an application is made to a court for the appointment of such a person, or you cease or threaten to cease carrying on business in the goods or services the subject of this Purchase Order, or such business is sold by you or otherwise comes under the control of any other person or legal entity.
 9. You will indemnify CISRA and keep CISRA indemnified from and against any claim, demand, cause of action, damage, loss, or expense (including legal expenses) made against or suffered by CISRA arising out of or in connection with or as a result of:
 - (a) any goods and/or services supplied or to be supplied under this Purchase Order not complying with the Requirements; or
 - (b) any actual or threatened infringement of a third party's intellectual property rights or any duty of confidentiality or other legal or equitable duty or obligation relating to the goods and/or services.
 10. CISRA's rights under this Purchase Order will not prejudice, and are in addition to, other rights that it may have under law.
 11. You acknowledge that in connection with this Purchase Order you may be given access to certain information which is confidential to CISRA. Such confidential information includes, without limitation, documentation, data, designs, drawings, processes and information relating to the general business operations within CISRA. You will keep all such information confidential and will not disclose such information to any person or company.
 12. All prices in this Purchase Order will be INCLUSIVE of GST unless otherwise expressly stated. You warrant that if required under Australian law you are registered for GST purposes. In respect of any supply of goods or services under this Purchase Order in respect of which GST is payable ("the affected supplies"):
 - (a) you will, within the time required by law (and in any event with 28 days of request by CISRA) issue a tax invoice in respect of such GST which will enable CISRA, where entitled under the GST law, to claim an input tax credit in respect of such GST;
 - (b) CISRA will pay to you the amount shown on such tax invoice at the same time and in the same manner as the amounts otherwise payable under this Purchase Order for the affected suppliesPROVIDED HOWEVER that, if you fail to issue a tax invoice as required by law in respect of the affected supplies, you acknowledge that CISRA is entitled to deduct from any payment an amount required to be deducted by law for remission to the Australian Taxation Office on your account.
 13. Subject to clauses 6 and 7, CISRA's payment terms are 30 days from receipt of a tax invoice issued by you in accordance with clause 12(a).
 14. This Purchase Order (and any additional requirements or directions supplied by CISRA) constitute the entire agreement between the parties regarding the supply of the goods or services to which it relates. It will prevail over all terms and conditions of any of your documentation, invoices or quotes supplied before or in acceptance of this Purchase Order, which shall be disregarded. These terms and conditions may only be superseded by an agreement signed by the authorised signatories of the parties.
 15. This Purchase Order will be interpreted and governed according to the laws of New South Wales, Australia, and the parties submit to the exclusive jurisdiction of the courts of that State.
 16. If any term or condition in this Purchase Order is deemed to be null, void or unenforceable, then the remaining provisions will stay in force as if that term or condition did not form part of this Purchase Order.