

Standard Quote – Terms and Conditions

1. CONDITIONS OF SALE

The quote constitutes an offer by CMTG to the buying party named on the quote ("you" or "your") for the sale of the products itemised above ("Products"). The offer made in the quote by us is subject to the terms and conditions below. You may accept this offer by providing CMTG with an official purchase order citing the quotation number above or other written confirmation citing the quotation number above. By accepting this offer you accept CMTG's terms and conditions below.

TERM: If you have not accepted the quote within the expiry date of this quote, this quote will expire and will be null and void.

PAYMENT: Payment terms for the quote are as set out in the "Payment" section of the quote or as agreed separately between you and CMTG.

2. PRICING

All prices in the quote are exclusive of applicable duties and GST. CMTG reserves the right to adjust the pricing in the quote if the AUD/USD exchange rate as published by the Reserve Bank of Australia ("Rate") on the date of delivery of Product(s) differs by more than 5% from the Rate as at the date of the quote. Any such increase in pricing will not exceed the increase affected by this change in the Rate.

3. DELIVERY

Delivery dates in respect of the Products will be set by CMTG on CMTG's receipt from you of an official purchase order or other written confirmation accepting of the quote. CMTG make no guarantees in respect of delivery dates in respect of the quote and such dates are subject to change by CMTG. Unless otherwise stated in the quote, delivery of the Products is ex works (16 Boag Rd Morley, Western Australia). Carriage of any Products elsewhere will incur a separate charge and be subject to a separate agreement between you and CMTG.

4. TITLE

Title to any Products passes from CMTG to you on payment of all amounts owing to us in respect of the quote. Until that time, title in any Products remains with CMTG. While title to any Products remains with CMTG, you the recipient, acknowledge that you have no right or claim to any interest in such Products; must not create or allow to be created or claim a lien over such Products; and must not create any absolute or defeasible interest in such Products in relation to any third party except as expressly authorised by CMTG.

5. WARRANTY

CMTG will use its reasonable endeavours to ensure that you have the benefit of any warranty given by the

manufacturer or importer of the Products. The Trade Practices Act 1974 (Cth), the Fair Trading Act 1987 (WA) and similar legislation in force in other Australian states and territories imply certain terms, conditions and warranties ("prescribed terms") into contracts for the supply of certain goods and services. Some prescribed terms permit a supplier to limit its liability for a breach of the prescribed terms. Except as provided by the relevant legislation (but only to the extent that a prescribed term applies to the supply of the Products), CMTG's liability in respect of a breach of a prescribed term relating to the Products or any part of the Products is limited (at CMTG's option) to the replacement or repair of the Product(s) or part thereof, or payment of the cost of repairing or replacing the Product(s) or any part of the Product(s). By accepting this quote you agree that (unless otherwise stated in this quote): no express purpose of use has been provided to CMTG; and CMTG has not supplied any sample of the Products to you. All equipment must be used according to vendor recommendations, specifically servers and storage must be housed securely in suitable permanently air-conditioned environment. No responsibility will be taken for equipment that suffers damage from overheating.

6. INSURANCE

Risk in any Products passes from CMTG to you on the actual or constructive delivery of such Products to you or to any of your agents, representatives, subcontractors or freight subcontractors, and you are responsible for insurance in respect of such Products from that time. See also: Internet Services Terms and Conditions.