

This Proposal and any incorporated Applicable Documents ("Proposal") constitute an offer by Moncrieff Technology Solutions ("Moncrieff") to the client party named on page 1 of this Proposal ("you") to design and implement the information technology solution ("Solution") outlined in this Proposal. This offer is made subject to the terms and conditions below. By signing this Proposal, you accept Moncrieff's offer and its terms and conditions.

1. TERM:

If you have not accepted this Proposal within 30 days of the date shown on page 1 of this Proposal ("Date"), this Proposal will expire and will be null and void.

2. PAYMENT:

Payment terms for this Proposal are as set out in the "Payment" section of this Proposal or as agreed separately between you and Moncrieff.

3. PRICING:

The pricing in this Proposal has been calculated on a time and materials basis. Pricing is inclusive of work to be performed by Moncrieff to implement the Solution. Work performed by Moncrieff outside of Moncrieff's business hours will incur additional charges.

Payments made by credit card incur a credit card fee applicable to that card's vendor. This fee is not shown in this quote.

Unless otherwise stated, all pricing in this Proposal has been calculated exclusive of GST. All pricing contained in this Proposal is indicative only and is subject to change by Moncrieff. Moncrieff reserves the right to adjust the pricing in this Proposal in respect of any goods provided as part of the Solution ("Goods") if the AUD/USD exchange rate as published by the Reserve Bank of Australia ("Rate") on the date of delivery of such Goods differs by more than 2% from the Rate as at the Date. Any such increase in pricing will not exceed the increase effected by this change in the Rate.

4. TAXES:

Moncrieff reserves the right to charge and recover from you, in addition to any price given in this Proposal, all government duties, taxes and/or charges should any relevant authority impose any duties, taxes and/or charges (including GST) in respect of any goods provided as part of the Solution ("Goods") or the implementation of the Solution.

5. DELIVERY:

Unless otherwise stated in this Proposal, delivery of all Goods is Ex works (2 Oswald Street, Victoria Park, Western Australia). Carriage of any Goods elsewhere will incur a separate charge and will be subject to a separate agreement between you and Moncrieff. Moncrieff will use its reasonable endeavours to ensure that Goods are delivered within the time specified in this Proposal. Moncrieff make no guarantees in respect of delivery dates specified in this Proposal and such dates are subject to change by Moncrieff. If Moncrieff change any delivery date(s) specified in this Proposal, Moncrieff will advise you of the new delivery date(s) as soon as reasonably practicable.

6. TITLE & RISK:

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

Risk in any Goods passes from Moncrieff to you on the actual or constructive delivery of such Goods to you or to any of your agents, representatives, subcontractors or freight subcontractors, and you are responsible for insurance in respect of such Goods from that time.

7. TIME FOR PERFORMANCE:

Any time for performance or milestone time or date given in this Proposal is approximate only. Moncrieff will use its reasonable endeavours to perform within

8. or by the time or date given, but makes no guarantee in respect of times or dates given. If Moncrieff revises any time or date given, Moncrieff will advise you of the new approximate time or date as soon as reasonably practicable.

9. INFORMATION:

This Proposal has been prepared solely based on information supplied to Moncrieff by you. Moncrieff has relied on the correctness, accuracy and completeness of the information provided by you. Moncrieff takes no responsibility and has no liability for or in respect of the information provided by you. Moncrieff reserves the right to make changes to the Proposal and/or the pricing of this Proposal if, at any time after you accept this Proposal, any information provided by you proves to be incorrect, inaccurate or incomplete.



Moncrieff makes no guarantee regarding the performance or suitability for your purposes of the Solution.

10. WARRANTY:

At your request, Moncrieff will pass on to you any manufacturer's warranties ("Third Party Warranty") in respect of any Goods provided as part of the Solution. Moncrieff will at your cost use reasonable endeavours to assist you with any reasonable action taken by you, and do or cause to be done anything reasonably requested by you, for the prompt and effective enforcement of any Third Party Warranty claims.

11. LIABILITY:

The Competition and Consumer Act 2010, the Fair Trading Act 1987 (WA) and other 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 Goods or services provided by Moncrieff in implementing the Solution), Moncrieff's liability in respect of a breach of a prescribed term relating to the Goods or any part of the Goods or to the services provided by Moncrieff in implementing the Solution is limited to, at Moncrieff's option, any one or more of the following:

if the breach relates to Goods: the replacement of the Good(s) or the supply of an equivalent Good(s); or the payment of the cost of replacing the Good(s) or of acquiring an equivalent good(s); and

if the breach relates to services: the supplying of the service(s) again; or the payment of the cost of having the service(s) supplied again.

By accepting this Proposal, you agree:

that you may not rely and agree that you have not relied on any representation made by Moncrieff or any of Moncrieff's employees or agents that has not been stated expressly in this Proposal nor upon any description, illustration or specification that has not been stated in this Proposal; no express purpose of use has been provided to Moncrieff; and Moncrieff has not supplied any sample of the Goods to you.

12. INTELLECTUAL PROPERTY:



Moncrieff is and remains the owner of all intellectual property rights of any kind (including moral rights):

Wherever subsisting;

Whether or not in a material form;

Whether registered or unregistered;

Whether created and in existence before or after the Date; and

Whether developed or created by Moncrieff specifically for the purposes of the Solution or otherwise,

Including but not limited to all drawings, technical data or designs that are owned, created or developed by Moncrieff and used by Moncrieff in relation to the Solution.

13. GENERAL:

(Storage capacities) Useable storage capacities identified in this Proposal are raw capacities unless stated otherwise, and are subject to variation.

(Software) Installation of software does not fall within the scope of this Proposal unless otherwise stated.

(Commitment) The cancellation of a software license with a monthly payment and an annual commitment before the end of the commitment period may incur fees or require the payment of the remaining balance.

(Confidentiality) This Proposal is provided to you by Moncrieff on a commercial-in-confidence basis. You must keep the terms of this Proposal confidential.

(Assignment) You may not assign, novate or otherwise transfer any of your rights or obligations under this Proposal without the prior written consent of Moncrieff.

(Governing law) This Proposal is governed by and must be construed according to the law in Western Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Western Australia.

