MATRIX **Matrix Business Technology**
the memory specialists

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Terms And Conditions Of Sale

Definitions.
"Us", "We" and "Our" refers to Matrix Business Technology.
"You", "Your" and "Customer" refers to the entity trading with us.

1. Payment.
Unless otherwise stated, all payments shall be due upon receipt of invoice. On any amounts not paid when due, you agree to pay interest at the rate of 1.5% per month (18% per year) or, if such rate is in excess of the rate allowed by law, then the highest rate allowed by law. You agree to pay any and all legal costs or collection fees and commissions, which may be incurred in recovery of any part of this account when it is not paid within the agreed terms. We reserve the right to obtain a security interest in the products sold to you, and in proceeds thereof, until full payment is made. A $25.00 collection fee will be charged for all dishonored cheques.

2. Credit.
If a credit facility is extended, you agree to pay all amounts due within the agreed terms of the account, which will be shown on each invoice. You understand that the credit facility, if extended, maybe withdrawn at our discretion and you shall be notified of such withdrawal.

2. Terms of Limited Warranty.
We warrant to the original direct purchaser of our products that all such products sold will be free from defects in materials and workmanship affecting form, fit and function. Any claim alleging that any product fails to conform to the foregoing warranty may be made only while ownership is retained by the aforementioned and is not transferable. We will, at our option, repair, replace, or provide a credit or refund of either the original purchase price or fair market value, whichever is lower, for any product covered by the Limited Lifetime Warranty that is determined by us to be defective. The Limited Lifetime Warranty excludes flash memory products such as CompactFlash, SmartMedia and MultiMedia Cards that are covered by a 1 year warranty. We reserve the right to substitute functionally equivalent new or serviceable used parts. The Limited Lifetime Warranty covers only defects arising under normal use and excludes malfunctions or failures resulting from misuse, abuse, neglect, alteration, problems with electrical power, usage not in accordance with product instructions, acts of nature or improper installation or repairs made by anyone other than us or our authorized third-party service provider. If we determine that failure of the product was not a result of a defect in materials or workmanship, we reserve the right to charge you for parts and labor at our then current labour rate. We will advise you prior to assessing these charges or other charges associated with return of products.

3. Limitations.
OUR PRODUCTS ARE NOT AUTHORISED FOR USE AS CRITICAL COMPONENTS IN LIFE SUPPORT DEVICES OR SYSTEMS. Except as set forth herein, we make no warranties, expressed or implied, and we disclaim and negate all other warranties, including without limitation, implied warranties of merchantability, fitness for a particular purpose, conformity to models or samples, or any warranties or indemnities against intellectual property infringement. Some states do not allow limitations on implied warranties, so these limitations may not apply to you. In no event shall we be liable for any indirect, special, incidental or consequential damages. Claims against us for shortages shall be deemed waived if not made within three (3) business days after receipt of the shipment.

4. Return procedures.
Please contact the place of purchase for return procedures. If you purchased product(s) directly from us, you must obtain a Return Material Authorisation ("RMA") number by contacting customer service at +61(2)9280-0880. Returned products should be shipped to the following address:

Matrix Business Technology
Attn: RMA Department - RMA# _____
Suite 102, Level 1, Capitol Terrace,
755 George Street,
Sydney NSW 2000 Australia

Products must be returned in the original packaging and enveloped in the original antistatic bags. We will not be responsible for damaged parts if you do not follow this process. Please retain shipping information including tracking numbers, until we have credited your account or replacement product is received. See *Terms of Limited Warranty* for additional information. Returned goods without an authorized RMA number will not be accepted for processing and any return shipping costs will be borne by you.

5. Technical Support Policy
Contact our Customer Service number at +61(2)9280-0880, or e-mail us at support@mbtech.com.au

6. Entire agreement.
These terms and conditions, constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, whether written or oral, relating to said sale, including any terms and conditions on any of customer's documents or purchase orders. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto. If any provision of this agreement shall be held to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.
ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS AND CONDITIONS ON ANY SUCH DOCUMENT ISSUED BY CUSTOMER AT ANY TIME ARE HEREBY OBJECTED TO BY MATRIX BUSINESS TECHNOLOGY, AND ANY SUCH DOCUMENT SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON MATRIX BUSINESS TECHNOLOGY.

Revised Sept 27, 2001.