

**Customer Acknowledgement**

The Customer acknowledges that ISI, in its capacity as an IBM Premium Partner and Reseller, will supply hardware and software products and maintenance services pursuant to the Terms and Conditions applicable thereto from its suppliers such as IBM and Distributors like Ingram Micro and Avnet wherefrom various products are sourced on a "Terms and Conditions flow-down" basis i.e. the same terms pertaining to detailed specifications, measurements, performance and/or warranties, etc., from our Suppliers will continue to apply "pari passu" to our Customer. ISI makes no representations as to products fitness of purpose or merchantability and the Customer may not rely on any representation made or implied by ISI or arising out of or implied by any material in the public domain.

The Customer further acknowledges that you are proceeding with the purchase of good or service based solely on your own research, independent check and view about the accuracy or otherwise of any warranties, representation made that may be stated on suppliers' websites links, catalogues or publicly available materials. All third party supplier agreements can be made available on requests to ISI. For your convenience a link to the IBM website is listed: [IBM - http://www-05.ibm.com/support/operations/files/pdf/ica\\_se\\_english.pdf](http://www-05.ibm.com/support/operations/files/pdf/ica_se_english.pdf).

**Other ISI Standard Terms and Conditions:****1. Pricing**

ISI pricing will be shown in our proposals along with applicable relevant terms and conditions and may be superseded by Vendor Special bid terms and conditions. Our prices are normally shown without GST or any other applicable levies and taxes. However they may include items such as overseas and inland freight and insurance to the first and only installations in Australia.

Prices are normally correct on dates shown in ISI proposals. They are provided directly to the Customer only and can be subject to change due to errors and omissions or significant fluctuation in exchange rates if applicable.

**2. Delivery of Goods**

We place great importance on the fast and reliable delivery of Customers orders. However please note that delivery times and dates quoted are best estimates and are subject to change. The goods shall be at the Customer's risk at the point of delivery. The Customer, upon taking delivery of the goods, shall immediately examine the goods and give written notice to ISI of any defect, failing which the goods shall be deemed to have been delivered in good order and condition and accepted by the Customer.

**3. Title of Goods**

The goods shall remain the sole and absolute property of ISI as legal and equitable owner until the Customer shall have paid the full price.

**4. Terms of Payments**

Our terms are strictly within thirty (30) days of receipt of invoice or delivery of order whichever is the earlier. If payment is not received within thirty (30) days, ISI will be entitled to take possession of all hardware and other materials and commence action to recoup any expenditure incurred in providing the equipment and services already delivered.

**5. Confidentiality**

ISI proposals are submitted on a commercial in confidence basis and are generally intended for the sole and exclusive use of the Customer only.

**6. Limitation of Liability**

To the extent applicable by law ISI shall under no circumstances be liable for special, incidental, or consequential damages including loss of profit or opportunity which may be suffered or incurred howsoever arising directly or indirectly from the negligence or otherwise of ISI.

**7. Changes to Terms and Conditions**

ISI may add to, delete or otherwise change these Standard Terms and Conditions without notice.