

SYSTEMGRAF X PTE LTD (HEREAFTER REFERRED TO AS SPL) AND THE CUSTOMER (HEREAFTER REFERRED TO AS THE USER) ARE HEREBY BOUND TO THE FOLLOWING STANDARD TERMS AND CONDITIONS OF SALES :-

STANDARD SOFTWARE REFER TO OFF-THE SHELF PROGRAMS WITH NO CHANGES WHATSOEVER.

BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF EULA ISSUED TOGETHER WITH ALL SOFTWARE PRODUCT SOLD BY SPL.

PAYMENT TERMS : APPLICATION SOFTWARE - 60% UPON CONFIRMATION OF ORDER AND BALANCE 40% UPON DELIVERY, HARDWARE IS 50% UPON CONFIRMATION OF ORDER AND 50% STRICTLY ON C.O.D. ALL TERMS ARE STANDARD UNLESS OTHERWISE CLEARLY SPECIFIED ON THE FRONT PAGE OF THIS DOCUMENT.

SPL RESERVES THE RIGHT TO ACT ONLY ON WRITTEN INSTRUCTIONS WHICH SHALL SUBMITTED WITHIN THE WARRANTY PERIOD TO OUR OFFICIAL ADDRESS OR BY FACSIMILE FOLLOWED BY DESPATCH OF ORIGINALS TO OUR GIVEN ADDRESS.

SPL UNDERTAKES TO DELIVER A PROGRAM IN ACCORDANCE WITH THE WRITTEN SPECIFICATIONS. ANY ALTERATIONS BEYOND THE ORIGINAL SPECS, IS SUBJECT TO A MODIFICATION CONTRACT TO BE SEPARATELY AGREED IN TERMS OF PRICE AND SPECIFICATIONS.

SPL RESERVES THE RIGHT TO TERMINATE FURTHER SERVICES IF :

- * THE USER CONTINUES TO DEFAULT FROM THE AGREED PAYMENT TERMS, OR
- * THE USER REFUSES TO GIVE WRITTEN ENDORSEMENT OF WORK TO BE DONE, OR
- * THE USER DOES NOT GIVE INDICATION OF INSTALLATION AFTER 6 MONTHS FROM THE DATE OF THIS ORDER UNDER SUCH CONDITION THE ORDER WILL BE TREATED AS VOID AND ALL PAYMENT MADE WILL BE FORFEITED AND SPL IS FULLY DISCHARGED FROM ALL LIABILITIES AND CLAIMS.

ALL SOFTWARE ARE SUBJECT TO A 6-MONTH WARRANTY (UNLESS OTHERWISE STATED) DURING WHICH ALL RECTIFICATION WORK WILL BE EFFECTED ON REPORTED COMPLAINTS FREE OF CHARGE PROVIDING THAT SUCH WORK IS NECESSARY TO CORRECT A KNOWN DEFECT AND NOT ADD OR INTRODUCE NEW ELEMENTS TO THE ORIGINAL CONTRACTED WORK.

INSTALLATION AND ANY USAGE OF OUR SOFTWARE IMPLIES THAT THE USERS HAVE ACCEPTED THE END-USER LICENSE AGREEMENT DEFINED BY SPL.

WARRANTY PERIOD WILL ONLY START TO RUN FROM THE DATE OF INSTALLATION AND NOT FROM THE DATE OF THIS ORDER. THIS IS TO ALLOW FOR REASONABLE PERIOD IN ORDER FOR USER TO TEST THE SOFTWARE AFTER INSTALLATION.

THE USER SHALL TEST-RUN THE PROGRAM AND REPORT ANY KNOWN DEFECT(S) IN ACCORDANCE WITH THIS AGREEMENT DURING THE WARRANTY PERIOD FOR REMEDIAL ACTION TO BE TAKEN FREE-OF-CHARGE.

TRAINING WILL BE CONDUCTED AT THE USER'S PREMISES. A PRACTICAL LIMIT OF 3 PERSONS IS SUGGESTED TO ATTEND THE SAME SESSION. ONE-FREE TRAINING SESSION IS PROVIDED WITH EVERY MODULE. AT TIMES, TRAINING FOR VARIOUS MODULES MAY BE COMBINED INTO ONE SESSION FOR USER'S CONVENIENCE.

THE USER SHALL COMPLY WITH THE APPOINTED TRAINING TIME AS ORIGINALLY SCHEDULED. ANY CANCELLED TRAINING SESSIONS WILL NOT BE REPLACED. ADDITIONAL TRAINING IS AVAILABLE ON REQUEST AT \$300/- PER SESSION.

LOSS OR DAMAGES, DIRECT OR CONSEQUENTIAL, ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCTS. ALL LIABILITY IS , IN ANY CASE, LIMITED TO REPLACEMENT OF THE SAME QUANTITY OF PRODUCTS FOUND TO BE DEFECTIVE OR THE CONTRACTED SUM WHICHEVER IS LOWER. REVERSE ENGINEERING OF SPL SOFTWARE ARE STRICTLY PROHIBITED. SPL SOFTWARE ARE GOVERNED BY THE COPYRIGHT ACT.

ORDER CANCELLATION IS SUBJECT TO A CANCELLATION CHARGE DEPENDING ON THE TIME EXPENDED AND THE NATURE OF WORK DONE. THE MINIMUM CHARGE SHALL BE 50% OF FULL ORDER VALUE BEFORE ANY DISCOUNT IS DEDUCTED. HARDWARE SALES ARE NOT RETURNABLE OR EXCHANGEABLE.

IN THE ABSENCE OF ANY EXPRESSED AGREEMENT TO THE CONTRARY, USER IS ENTITLED TO USE AND ENJOY WARRANTY SUPPORT ON A SINGLE WORK STATION.

AFTER THE EXPIRY OF THE WARRANTY, THE USER MAY ELECT TO SIGN A MAINTENANCE CONTRACT ON AN ANNUAL BASIS.

FOR USERS WHO PREFER TO PAY ADHOC SERVICE, OUR CHARGES ARE :

- * SITE-SERVICE - \$300/- PER HOUR OR PART THEREOF
- * ADDITIONAL TRAINING - \$300/- PER SESSION OF 2 HOURS

LIMITED LIABILITIES; SPL LIMITS ALL OUR LIABILITIES TO THIS INVOICE AMOUNT. IN ANY CASE OR DISPUTES, A FULL REFUND OF THE INVOICE AMOUNT DISCHARGE SPL FROM ANY FURTHER CLAIMS WHETHER DIRECTLY OR INDIRECTLY INCURRED.

A LATE PAYMENT CHARGE OF \$50/- IS LEVIED ON EACH MONTH THE ACCOUNT CONTINUES TO BE IN ARREARS. ANY OUTSTANDING BALANCE IS SUBJECT TO INTEREST CHARGE AT 3% PER MONTH.

IT IS NOT THE USUAL PRACTICE OF SPL TO SELL SOURCE PROGRAMS. ANY SUCH SALES MUST BE SEPARATELY NEGOTIATED ON MUTUALLY AGREEABLE BASIS. ALL SOURCE CODES WILL BE SAFE-KEEP BY SPL AND WILL ONLY BE RELEASED BACK TO ALL OUR CUSTOMER UPON THE LIQUIDATION OR DIS-CONTINUE BUSINESS OF SPL.

THIS AGREEMENT IS ITSELF SUBJECT TO ALL PROVISIONS OF THE COPYRIGHTS LEGISLATION APPLICABLE TO SINGAPORE.

ALL SOFTWARE SOLD "FOR EXPORT PURPOSE" OR "FOR DEMO PURPOSE" ARE EXCLUDED FROM ALL AFTER SALES SUPPORT WHATSOEVER.

SPL GUARANTEES ALL HARDWARE PRODUCTS AGAINST MATERIAL OR MANUFACTURING DEFECTS FOR A LIMITED PERIOD OF 12 MONTHS FROM THE DATE OF DELIVERY (UNLESS OTHERWISE SPECIFIED). GUARANTEES VOID WHEN ANY PART OR PARTS OF THE HARDWARE HAS/HAVE REMOVED OF REPLACED WITH PART(S) NOT SUPPLIED OR NOT AUTHORISED BY SPL, OR IF THE HARDWARE BEEN DISMANTLED REPAIRED OR TAMPERED WITH BY ANY PERSON(S) NOT AUTHORISED BY SPL. THIS GUARANTEES WILL VOID IMMEDIATELY WHEN THE SERIAL NUMBER, WARRANTY STICKERS HAS BEEN REMOVED, ALTERED OR TAMPERED. THE GUARANTEE DOES NOT COVER COSMETIC DAMAGE, WEAR AND TEAR OF PARTS, DAMAGE DUE TO ACTS OF GOD, ACCIDENT, MISUSE, ABUSE, USE IN VIOLATION OF INSTRUCTIONS, DISTRUCTION BY COMPUTER VIRUS OR NEGLIGENCE.

THE GUARANTEE IS VALID ONLY TO THE ORIGINAL PURCHASER AND IS NOT TRANSFERABLE.

IN NO CASE SHALL SPL BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY EXPRESS OF IMPLIED, WHATSOEVER.