



EQUIPMENT
AUSTRALIA
PTY. LIMITED

QUOTATION

QUOTATION NUMBER

F-105-116-1

Please refer to this Quotation No. in
all correspondence and orders.

DATE 1 November 1976.

YOUR REF

DIRECT ENQUIRIES TO:

MIKE SLEE

ADELAIDE OFFICE

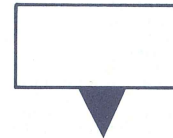
SYDNEY
MELBOURNE
PERTH
BRISBANE
ADELAIDE
CANBERRA

123 WILLOUGHBY RD., CROWS NEST, N.S.W.
60 PARK ST., SOUTH MELBOURNE, VIC.
643 MURRAY ST., WEST PERTH, W.A.
133 LEICHHARDT ST., BRISBANE, Q'LD.
6 MONTROSE AVE., NORWOOD, S. AUST.
26 KEMBLA ST., Fyshwick, A.C.T.

2065 Telephone 439 2566
3205 Telephone 699 2888
6005 Telephone 21 4993
4000 Telephone 29 3088
5067 Telephone 42 1339
2600 Telephone 95 3588

TO

Dr. S.G. Fraser,
14 Nagle Ave.,
Salisbury East,
S.A. 5109.



ITEM	QTY.	TYPE No.	DESCRIPTION		MTHLY. MTCE.	UNIT PRICE	AMOUNT
1	1	QF015-AB	OS/8, Version 3C, Operating System (Refer SPD: 4.1.7 enclosed)				\$420
2	1	QF008-AB	OS/8 FORTRAN IV, Version 3C (Refer SPD: 4.10.4 enclosed)				\$315
3	1	QF006-AB	OS/8 Extension Kit, Version 3C (Refer SPD: 4.5.5 enclosed)				\$210

Delivery Point: Purchaser's Receiving Dock

Duty and Sales Tax, if applicable would be additional.

Delivery Time: 6 weeks A.R.O.

DIGITAL EQUIPMENT AUSTRALIA PTY. LTD.

Sales Tax (Estimate): not applicable

Duty: not applicable

BY

ORIGINAL

THIS QUOTATION IS FIRM FOR 60 DAYS UNLESS MODIFIED IN WRITING BY DEA PRIOR TO OUR
ACCEPTANCE OF YOUR CONTRACT OFFER. IT IS SUBJECT TO THE TERMS AND CONDITIONS
ABOVE AND ON THE REVERSE SIDE. MONTHLY MAINTENANCE PRICES SUBJECT TO SEPARATE
MAINTENANCE AGREEMENT.

MOITATOU
The following are the terms and conditions under which Digital Equipment Australia Pty. Ltd., hereinafter called DEA, sells its products. DEA is a subsidiary of Digital Equipment Corporation, Maynard, Massachusetts, U.S.A., hereinafter called DEC. These terms relate to products manufactured by DEC for resale and servicing by DEA.

1. TAXES: Prices are exclusive of all customs and import duties, sales tax or any Federal, State, Municipal or other Government taxes now in force or imposed in the future. If a certificate of exemption or similar document or proceeding is available to exempt the sale from sales tax or use tax liability, the purchaser will apply for, pursue and obtain such certificate, document or proceeding. If the goods arrive at the port of entry before an exemption certificate is available the purchaser shall pay the actual amount of sales tax on request by DEA and the goods shall be stored at purchaser's risk and expense until such payment is made.

2. CUSTOMS PAYMENTS: DEA will assist the purchaser in procuring a licence for duty free importation where applicable. If the goods arrive at the port of entry before a licence is available, DEA will (a) store the goods at the purchaser's expense and risk until a duty free licence has been obtained if requested by the purchaser, to do so. Storage at the purchaser's request shall constitute delivery, notwithstanding Clause 3 hereof, and the purchase price (if not already paid) shall be payable on commencement of the storage. (b) import the goods subject to the following conditions: an invoice will be submitted to the purchaser by DEA for the actual amount of the import duty payable. Customs clearance will be effected after receipt of the purchaser's remittance. Should a duty free licence be subsequently issued, DEA will make a claim for remission of the duty paid and immediately following receipt of duty paid from the Australian Customs, a refund will be made to the purchaser. Additional import duty (if any) found to be payable will be passed on to the purchaser and payable by the purchaser forthwith upon invoice.

3. DELIVERY

A. Delivery will be made to purchaser's receiving dock. This does not relieve the purchaser from responsibility for payment of all customs, import or other duties. Prices include insurance, subject \$250 excess, but do not, unless otherwise indicated, include special handling into the final site, or any packing or re-packing specially requested by the purchaser.

B. The time for delivery of the goods shall be confirmed to the purchaser after acceptance of purchaser's order and DEA shall not be liable for any damages or penalty for delay in delivery or failure to give notice of delay when such delay is due to the elements, Acts of God, acts of purchaser, acts of civil or military authority, priorities imposed by Government, fires or floods, epidemics, quarantine restrictions, wars, riots, lock-outs, breakdowns, strikes, differences with workmen, accidents to machinery, delays in transportation, delays in delivery by DEA or DEC, or any other causes beyond the reasonable control of DEA or DEC. Delivery as confirmed to the purchaser after acceptance of order shall be considered extended by a period of time equal to the time lost because of any delay which is excusable under this clause.

C. Ownership of the products shall pass to the purchaser upon delivery thereof by DEA under Clause A hereof.

D. Products held for the purchaser or stored for the purchaser under this clause or any other clause hereof shall be at the sole risk of the purchaser. The purchaser shall also be liable for the expense of holding or storing products at the purchaser's request.

4. PAYMENTS

A. Terms are cash upon delivery, or, at DEA's option, net thirty (30) days from the date of the invoice. Payment will be made in Australian currency. Invoices will be dated as of the date of delivery of the goods as provided under Clause 3. In the case of all goods if deliveries are authorised in instalments, each shipment shall be invoiced and paid for when due without regard to other scheduled deliveries.

B. Purchaser shall pay to DEA the amount of $\frac{1}{2}\%$ per month above the rate of interest charged per month at the time to DEA by its bankers on overdraft account on the unpaid balance as a late payment charge on payments not made as specified.

C. Unless specifically noted, prices in their quotation would be subject to adjustment if the United States dollar to Australian dollar exchange rate varies from the current Australian Bank T.T. Selling Rate by more than 2% on the date of invoice. Pricing will be adjusted according to the following formula (all values in Australian currency):—

Adjusted Price = Price at date of Quotation $(0.3 + 0.7 \frac{C}{F})$

C = Current Australian Bank T.T. Selling Rate.

F = Then Current Australian Bank T.T. Selling Rate at date of Invoice.

5. PATENTS. The purchaser agrees to promptly notify DEA on receipt of all claims that any DEA or DEC equipment infringes an Australian patent or United States patent. If notified promptly in writing of any action (and all prior claims relating to such action) brought against the purchaser based on a claim that the equipment infringes an Australian or United States patent, DEA will defend such action at its expense and will pay the costs and damages awarded in any such action provided that DEA shall have had the sole control of the defence of any such action and all negotiations for its settlement or compromise. In the event that a final injunction shall be obtained against the purchaser's use of the equipment or any of its parts by reason of infringement of an Australian or United States patent, or if in DEA's opinion the equipment is likely to become subject of a claim for infringement of an Australian or United States patent, DEA will, at its option and at its expense, either procure for the purchaser the right to continue using the equipment, replace or modify the same so that they become non-infringing or grant the purchaser a credit for such equipment, as depreciated, and accept their return. The depreciation shall be an equal amount per year over the lifetime of the equipment as established by DEA. DEA shall not have any liability to the purchaser under any provision of this Clause if any patent infringement, or claim thereof, is based upon:

(i) The use of the equipment in combination with other equipment and devices which are not made by DEA or DEC; or
(ii) the use of the equipment in practising any process; or
(iii) the furnishing to the purchaser of any information, data, service or application systems. The purchaser shall hold DEA and DEC harmless against any expense, judgement or loss for infringement in the patents or trade which results from DEA or DEC's compliance with the purchaser's designs, specifications or instructions. No costs or expense shall be incurred for the account of either DEA or DEC without the written consent of DEA or DEC. In no event shall DEA's total liability to the purchaser under or as a result of compliance with the provisions of this paragraph exceed the aggregate sum paid to DEA by the purchaser for the allegedly infringing equipment. The foregoing states the entire liability of DEA and DEC with respect to the infringement of patents by their equipment or any part thereof by their operation.

6. WARRANTY AND REPAIR CHARGE POLICY

A. Computers and Computer Options

1. All computers, computer options and controllers (except for the DEC system-10) are warranted as indicated below for a period of three (3) months from date of acceptance when installed by DEA. In the event that DEA is prevented by causes beyond its control from properly installing the equipment, the period for this warranty shall be deemed to commence on the 30th day after delivery, or upon installation, whichever is sooner.

B. Computer Hardware Components

All Computer Components are warranted for 90 days from date of invoice on a return to depot basis. Unless otherwise stated computer components will be customer installed and will be returned to the specified DEA depot on a prepared freight basis for warranty service. Transportation for return of repaired units will be paid by DEA.

C. Modules

1. All modules shown in the then current applicable module catalogue are warranted for a period of one (1) year from date of shipment. Handling charges of \$5.00 or 10% of list price per unit, whichever is higher, will be applicable from one (1) year after delivery.

2. All modules must be returned, prepaid to DEA. Transportation charges covering the return of the repaired modules shall be paid by DEA except as required under subparagraphs 1 and 2 and will be made on a parcel post insured basis. Premium method of shipping is available at the customer's expense and will be used only when specified. If DEA selects the carrier, DEA will not thereby assume any liability in connection with the shipment nor will the carrier be in any way construed to be the agent of DEA. No module will be accepted for repair credit or exchanged without prior written approval of DEA, plus proper DEA Return Authorisation Number. The purchaser must obtain specific instructions.

D. DEA's sole responsibility under the above warranties shall be to either repair or replace at its option, any module or component which falls during the period of the applicable warranty due to a defect in workmanship and material, and provided the purchaser has promptly reported the same to DEA in writing and DEA has, upon inspection, found such components to be defective.

E. SOFTWARE WARRANTY

Software with a designated support category of A or B in the applicable software product description (SPD) existing at the time of order is warranted to conform to the SPD when said Software is delivered to the purchaser. During the one (1) year period following delivery any nonconformance will be remedied by Digital in accordance with the provisions of the SPD. Software with a designated support category of C is furnished to the purchaser "as is".

F. All above warranties are contingent upon proper use of the equipment. These warranties will not apply:

(i) If adjustment, repair or parts replacement is required because of accident, unusual physical or electrical stress, neglect, misuse, failure of electric power, air conditioning, humidity control, transportation or causes other than ordinary use; or

(ii) If the equipment has been installed or modified by customer (except where specifically provided for in writing by DEA), or where the DEA equipment serial numbers have been removed or altered without prior written approval from DEA; or

(iii) If the equipment has been dismantled and reinstalled by customer without the supervision of or prior written approval from DEA.

G. EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE OR ON THE FACE HEREOF DEA DISCLAIMS ALL WARRANTIES ON PRODUCTS, INCLUDING WITHOUT LIMITATIONS, ANY SOFTWARE SOLD OR FURNISHED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, and the stated express warranties are in lieu of all obligations or liabilities on the part of DEA for damages, including but not limited to special, indirect or consequential damages arising out of or in connection with the use or performance of the products.

7. INSTALLATION OF COMPUTERS AND COMPUTER OPTIONS

The equipment will be installed and placed in good working order including successful operation of the equipment using test procedures and programs, established by DEC which are applicable to the equipment in any location within Australia or a country in which DEC or a subsidiary of DEC has a service facility. The purchaser shall make available a suitable place of installation with all facilities in accordance with DEC's installation procedures. The purchaser shall furnish all labour required for unpacking and placing the equipment in the desired location. Notwithstanding the foregoing, neither DEC nor DEA shall be under any obligation to install and/or place in good working order the equipment, (i) unless the purchaser has made the equipment and the installation site available to either DEC or DEA for installation within thirty (30) days from the date of actual delivery of the equipment and has so notified DEA; or (ii) if the equipment has been modified without DEA or DEC's approval and/or subjected to unusual physical or electrical stress, accident, neglect, misuse or other damage beyond the control of either DEC or DEA.

8. ACCEPTANCE OF COMPUTERS AND COMPUTER OPTIONS AND CONTROLLERS

Purchaser's acceptance shall occur upon successful completion of the acceptance tests as evidenced by the acceptance test report signed by a DEA representative. Acceptance tests run by DEA shall consist of DEC test procedures and programs applicable to the equipment. Acceptance tests shall be run at purchaser's site. Acceptance of any item not installed by DEA or DEC shall be deemed to take place upon actual delivery.

DEA System Acceptance Tests will consist of the following:—

A. Where DEA is to install the system, (UNLESS the system is specifically installed by the purchaser) DEA will assure proper hardware operation by running standard DEC diagnostic tests at the time of installation, and

B. DEA will then assure proper operation of all category A Software purchased by the purchaser by completing procedures specified in the appropriate Software Product Description (SPD).

C. DEA will assure proper operation of custom made hardware and/or software purchased from the DEA Computer Special Systems (CSS) organisation by running applicable diagnostic routines.

Until satisfactory completion of all acceptance tests, DEA shall control the scheduling of the computer time and the operation of the system.

9. SOFTWARE LICENCE

Software specified on the face hereof or specified in the then current DEA or DEC publications as a component of a system is furnished to purchaser under a licence for use on a single system and can be copied (with the inclusion of DEC's copyright notice) only for use in such system, except as may otherwise be provided in writing by DEC or DEA. DEA and/or DEC software (or any portion thereof) shall not be provided or otherwise made available in any form to any third party without the prior written approval of DEA. Title to and ownership of the software shall at all times remain with DEA or DEC.

10. FIELD INSTALLATION OF OPTIONS

Field installed Computer Options, Computer Hardware Components, or software are subject to installation charges.

11. SUBSTITUTIONS AND MODIFICATIONS OF SPECIFICATIONS

DEC or DEA assumes the right to make substitutions and modifications in the specifications or products designed by DEC or DEA providing that such substitutions or modifications will not materially degrade the performance of the products.

12. MISCELLANEOUS

Subject to Clause 14 hereof, these terms and conditions and the Quotation on the face hereof shall, upon acceptance in writing by the purchaser, constitute the whole contract between the parties. This contract is made in and governed by and shall be construed in accordance with the laws of the Commonwealth of Australia and the State of New South Wales. This contract is not assignable; any attempt to assign any right, duties or obligations which apply under this contract shall be void. All DEA rights and remedies whether evidenced hereby or by any other contract, instrument or paper, shall be cumulative and may be exercised singularly, or concurrently. It is expressly understood that in the event either party shall on any occasion fail to perform any terms of this contract and the other party shall not enforce that term, the failure to enforce on that occasion shall not prevent any enforcement on any other occasion. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorised officer of DEA at Sydney. In no event will DEA or DEC be liable for special indirect or consequential damages whether arising as a result of any suit between DEA or DEC and the purchaser or in any suit between any other party and the purchaser and on any of these events DEA's or DEC's liability is limited strictly to the indemnities and warranties hereof.

13. MODIFICATIONS

The terms and conditions of any order made by the purchaser shall not have any effect where such terms and conditions vary or modify the terms and conditions herein contained.

14. DEC APPROVAL

This contract and any acceptance thereof is subject to approval of DEC and notwithstanding anything contained herein no binding agreement shall arise until such approval of DEC has been obtained.