

PURCHASE ORDER & SERVICE AGREEMENT

Electronic Imaging Division

ABN 19 001 320 421

TOSHIBA

Leading Innovation >>>

Date: 08 / 09 / 2011

Account Manager: Laurie Blandford, Territory Code: BCG6, Sales Type: New, ORACLE Category, Equipment Category: New, Customer PO#: Confirmed Email

Customer Details: Name: Gold Coast Chinese Christian Church Inc, Invoice Details: Name: Gold Coast Chinese Christian Church Inc, Deliver To: Name: Gold Coast Chinese Christian Church Inc. Includes address, suburb, state, and contact information.

Service Billing To: As per customer details If Detailed Invoicing Required Complete Internal Request

Company Contact Information: Site, Purchaser, Key Operator, I.T. Contact, Contact, E-mail, Phone Number

Table with 5 columns: Qty, Product Code, Description, Unit Cost, Total. Lists items like Toshiba MFD Multi-Function Device, Reverse Auto Document Feeder, Console, Print / Scanner Kit, and Full install.

Summary Table: SUBTOTAL \$3,927.85, GST \$392.79, TOTAL \$4,320.64

Finance Details: Rental, LTO, COD, Account, MPS, Term: ___ Months, Period [Select] payments \$ ___ ex GST

Device Configuration/Network Site Survey: Will the device need to support any non Windows applications? Yes/No, IP Address: Static/DHCP, Provided At Time Of Install

Return Machine: Make, Model, ID#, Finance Company or Title

Access Requirements: Stairs, Goods Lift, ACCESS HOURS: From ___ to ___

Meterage: Cents per print (ex GST) Black \$ 0.0068, Colour \$, Billing Period: Monthly/Quarterly in arrears, Copy Block, Conditions: Toner, Meter Reads, Auto Fax, Auto Email, Tosh Audit, EFMS

PRINT PLAN (CPC): TERM: ___ Months, Volume Based, Term Based, Attach CPC agreement to Purchase Order.

Special Requirements: First 20,000 Copies included free. Includes handwritten note: Ph. Edwin before delivery.

TERMS AND CONDITIONS OF PURCHASE ORDER & SERVICE AGREEMENT

The Customer whose details appear on page 1 hereof under "Customer Details" and Toshiba (Australia) Pty Limited ABN 19 001 320 421 (Toshiba) agree that:

1. Once accepted by Toshiba, this purchase order and service agreement forms a binding agreement by the Customer to purchase the equipment for the amount shown therein, hereinafter referred to as the "Agreement".
2. Payment for the equipment shall be made upon delivery by way of cash, bank cheque or approved credit card unless credit account facilities have been previously approved by Toshiba.
3. Where Toshiba accepts payment by Credit Card a transaction fee (Visa/MasterCard/AMEX) calculated on the inclusive GST amount may be charged - Toshiba does not accept payment through Diners Card. Contact the Credit Department on 1300 738 683 to arrange payment by credit card.
4. Credit Account trading terms are: Hardware 7 days from date of Invoice; Service 30 days from date of invoice.
5. Credit facilities may be withdrawn, without notice and at Toshiba's absolute discretion, on overdue accounts and Toshiba reserves the right to charge interest on overdue accounts. The Customer agrees to indemnify Toshiba for all costs including collection costs that may be incurred should it be necessary to employ agents and/or solicitors to recover outstanding debts.
6. Title and property in the equipment shall remain with Toshiba and shall not pass to the Customer unless and until payment for the invoice total in full is made to Toshiba by the Customer. Risk passes to the Customer upon delivery.
7. Retention of Title in New Zealand - until payment is received in full, the Customer grants to Toshiba a purchase money security interest in all present and after acquired Toshiba products and inventory (including, but not limited to Digital Photocopier machines, facsimile machines, multi function devices/machines, Toshiba branded accessories and associated equipment and associated computer and electronic equipment and consumables) from time to time supplied by Toshiba (as the secured party) (whether by bailment, sale, hire, lease, consignment or otherwise) to the debtor Customer and all the proceeds from the sale, hire, lease, consignment or otherwise of such products and inventory. Toshiba may perfect its security interest in such products and inventory by registering a Purchase Money Security Interest financing statement with the Personal Property Securities Register. This clause shall constitute a security agreement for the purposes of the Personal Property Securities Act 1999. The Customer waives the right to receive a copy of a verification statement.
8. The Customer acknowledges that Toshiba is not liable for problems associated beyond the Toshiba interface (including but not limited to incompatibility from software, computers peripherals or telephone line faults), this includes any software supplied with the equipment.
9. TRADE-IN MACHINE (if any)
 - a. The Customer warrants that it is the lawful owner of the trade-in and that there are no claims and/or encumbrances whatsoever on the trade-in machine.
 - b. The Customer shall indemnify Toshiba against any claim, demand or action by any third party claiming any interest or right to the trade-in machine; and
 - c. Signature on this Agreement by the Parties shall constitute authorisation for the trade-in machine to pass to Toshiba and for Toshiba to collect the trade-in machine upon delivery of the equipment referred to in this order and for Toshiba to produce a Recipient Created Tax Invoice (RCTI).
10. The use of an MFP to copy or reproduce paper currency, securities or other financial instruments is counterfeiting and prohibited by law.
11. Toshiba's method of invoice, statement and reminder notification is in electronic format. Please complete the following table of contacts for this service.

ALL NEW ACCOUNTS

Position	Contact	Email	Telephone Number	Fax Number
Accounts Payable				
Electronic Invoicing				
Electronic Statement				
Reminder Notifications				

TRADE REFERENCES (if less than 24 months in business or Trust)

Company	Contact	Telephone Number	Email

TERMS AND CONDITIONS OF SERVICE AGREEMENT (WHERE SERVICE IS REQUIRED)

12. This service agreement between the Customer and Toshiba (and its assigns) is for the specified equipment; is not transferable by the Customer to any other party and commences on the date the service fee is invoiced by Toshiba.
13. The Service Period is the nominated billing period or number of impressions, as stated, whichever first occurs. Toshiba will review your service agreement at the end of the service period and the service fee may be subjected to periodical price increases after the initial nominated billing period.
14. Toshiba shall, unless the Customer has given 30 days written notice of non-renewal before expiry of the service period:
 - 14.1 automatically renew the Service period on its expiry; or
 - 14.2 where in Toshiba's opinion the equipment cannot be maintained terminate the service agreement after notifying the Customer.
15. The word "impressions" means "A4 size prints with 6% per colour image coverage on Toshiba MFD's and 4% image coverage for stand-alone facsimiles". The number of impressions deemed to be made shall be adjusted to allow for impressions of greater size or image coverage. Excessive toner usage may result in additional charges.
16. The Customer warrants that, except as disclosed in writing to Toshiba prior to the commencement of installation and/or maintenance service, the Customer's premises is and will be free of all hazardous substances and will constitute a safe working place for the purpose of the installation and/or maintenance service by Toshiba, its employees, agents and contractors.
17. The Customer agrees to provide monthly print counter readings or at any other time when requested by Toshiba. Toshiba may also use meter reading collection tools/software or the auto meter reading email facility within the Toshiba MFD where approved by the Customer.
18. Toshiba agrees to provide remedial maintenance including replacement of parts unless specifically excluded herein, electronic and mechanical adjustment and lubrication to rectify problems through normal wear and tear in order to maintain the equipment. Consumables (e.g. facsimile drums, process units, toner and paper etc.) are, unless otherwise specified, excluded from this service agreement. Toshiba shall provide maintenance at its earliest convenience during the business hours of 8.30am to 4.30pm Monday to Friday, excluding public holidays and excluding maintenance outside these normal business hours.

19. If the Customer's Credit Account payment terms are exceeded then the service agreement may be suspended until the Customer's Credit Account is brought into order and while in suspension any service provided is on a "Do and Charge" basis with payment required at the completion of each respective service.
20. The following are not covered under this service agreement and a fee may be charged for labour and/or parts and/or consumables required to rectify faults caused by:
 - a. The Customer's failure to operate the equipment in accordance with instructions provided by Toshiba;
 - b. Misuse, abuse or negligent operation of the equipment including accident, vandalism, wilful or intentional damage, electrical current surge, storms or tempest;
 - c. Consumables other than those recommended by Toshiba being used in the equipment;
 - d. Relocation of the equipment for non-Government customers is the responsibility of the customer but TAP recommends that the machine is decommissioned and recommissioned before and after transport. TAP strongly recommends customers insure equipment before relocating as any damage sustained is outside the terms and conditions of this service agreement. Government customers please refer to the terms and conditions of your relevant contracts for relocation conditions.
- e. Problems associated beyond the Toshiba interface (including but not limited to incompatibility from software, changes made to network after installation, changes made to the network and not recorded in the original network site survey form, computers, peripherals or telephone line faults)
21. All taxes and charges (including any GST) that may be imposed on the equipment, spare parts and or services supplied shall be to the account of the Customer.
22. TERMINATION OF SERVICE AGREEMENT - In the event that the equipment is so substantially destroyed or damaged as to be rendered unfit for repair or of an age where repair is impracticable in the opinion of Toshiba, then Toshiba shall be at liberty to terminate this service agreement after consultation with the Customer.
23. DATA SECURITY AND DISPOSAL - As with any device that utilise a Hard Disk Drive for the storage of temporary and permanent data, it is the responsibility of the Customer to have a decommissioning policy. Toshiba does offer data encryption, data overwrite and decommissioning services - details are available on our website www.eid.toshiba.com.au/n_security.asp along with Security Statement, Security Brochure, Security White Paper and Common Criteria certificate.

TERMS AND CONDITIONS OF NETWORK SITE SURVEY

I/We understand that this information provided in the Device Configuration or Toshiba Network Site Survey Form will be relied upon to appraise the viability of the equipment on the existing network. Any variation on this may incur an additional charge.

24. The Customer agrees to:
 - a. Provide adequate power, patched network outlet and cabling at the time of installation.
 - b. Load protocols or services required.
 - c. Assign Network addresses.
25. Toshiba agrees to install the equipment as per the Device Configuration/Network Site survey details as a standard installation. A standard installation includes - installation of print drivers and utilities to 1 (one) server and 2 (two) workstations. The following items are not included and a fee may be charged for labour and parts to:
 - a. Additional workstations or servers.
 - b. Install or connect equipment in addition to the original Network Site Survey information.
 - c. Rectify faults caused through problems associated beyond Toshiba's interface.

The Customer indemnifies Toshiba, its employees, agents, servants and authorised Dealers against all loss, damage, or injury of any type whatsoever in relation to the installation of the equipment and its connection to the Customer's network. Toshiba recommends that appropriately qualified persons install the equipment.

TERMS AND CONDITIONS OF SOFTWARE ANNUAL SUPPORT AGREEMENT

Toshiba will provide software support for the nominated software (Software) to the Customer holding a current and valid Software licence upon the terms and conditions herein contained and whilst the Customer has a valid Toshiba MFD service agreement with Toshiba or its authorised service provider. Toshiba may appoint another organisation as its support representatives and that support organisation will be responsible for carrying out the telephone support described herein under Toshiba supervision.

Support services will commence on the date of payment in advance of the Annual Licence and Support Fee and continue for twelve (12) months thereafter.

26. A software annual licence and support agreement is applicable if the product code "SWA" is denoted as a line item on the Agreement.
27. Term - Twelve (12) months - Toshiba shall automatically renew the Software Annual Support Agreement on its expiry unless the Customer has given thirty (30) days written notice of non-renewal prior to the anniversary date.
28. Fee - The annual support fee is a minimum 10% of the then current Recommended Retail Price of the Software including GST.
29. Updates - There are two types of upgrade classes: Releases and Versions.
 - a. Releases: Offer free enhancements and/or fixes/patches to the current functionality. Free updates are subject to the Customer having maintained their Software Annual Support Agreement current and paid up since the initial purchase of the Software. If these are to be delivered to the Customer in physical media Toshiba may make a charge of \$55.00 (incl. GST) per new release to cover administration, disks, packaging and postage. This amount may be increased by the annual CPI increases (Sydney All Groups) with the result rounded up to the nearest 50 cents.
 - b. Versions: Offer enhancements that deliver new functionality. Major additional functionality provided in the form of new and chargeable Software modules are not covered by provision 29. a Toshiba may, at its sole discretion, provide new versions to current customers at such discounted prices as it determines.
- c. A requirement of the free Customer upgrades for major versions, which contain significant additional functionality, will on occasions be that the Customer undertakes upgrade training which is chargeable at the then current Toshiba training rates. Notice of the new version and likely charges will be provided by Toshiba at the time of the release of a new version.
30. Problem reporting - Where requested to assist in problem resolution the Customer shall complete and fax or email to Toshiba's support representatives.
31. Support Hours - Toshiba shall provide telephone support via its 1300 887 600 during the hours 8:30am to 5:00 pm (AEST) from Monday to Friday inclusive, on normal Sydney business days.
32. Remote Desktop Access Disclaimer: By accepting an invitation from a Toshiba representative for support via Remote Desktop Access, you accept responsibility for any changes made to the desktop content or system settings. Toshiba will not be liable for the linking and viewing of any desktop content, the operation of software or hardware performance. As such, Toshiba Australia recommends you remain at your desktop and observe the entirety of the remote session.
33. Nature of Telephone support - Telephone support shall consist of:
 - a. Providing advice on how to undertake a Software operation; and
 - b. Resolving Software operating problems
 - i. The Customer's representative seeking support must be trained on the software by Toshiba or an accredited Toshiba Representative and have

- made reasonable efforts to discover for themselves the necessary information, including but not limited to reading the appropriate section of the manual and trying relevant Software menu or toolbar options.
- ii. In the case of software operating problems, Toshiba or its support representatives will make all reasonable efforts to resolve real problems which reasonably appear attributable to the Software as quickly as possible and wherever practicable within four (4) hours of the support contact, provided that all necessary information is provided at the time of initial contact.
34. Toshiba shall prioritise and respond to problems based on the following criteria:
- a. Class A: Software being inoperable at the time of the Customer contact. Response timeframe within 4 business hours.
- b. Class B: Customer training issues and questions Response timeframe within 24 business hours.

Problems reported, where they cannot be resolved in the initial phone contact, shall be resourced and acted upon in accordance with these priority classifications, in relation to all of the problems under action at that time.

35. Extent of telephone support
- a. Telephone support for Software is for a limited number of nominated central contacts, usually one nominated person (your helpdesk) in the organisation who has been trained by Toshiba or its accredited representative in the use of Software. Telephone support is intended to cover problems or provision of help to carry out a new function etc. It is not intended as a replacement for initial training or additional training.
- b. Telephone Support is at no charge for 12 hours of each year, unless identified as a chargeable action with the Customer.

- c. After the 12 hours in the first year, each additional incident is charged at the current Support Fee per incident.
- d. Telephone support is conditional on the Customer making its own in-house Help Desk arrangements for users, and that the in-house Help Desk answers questions where the answers to which have already been provided by Toshiba. It does not extend to providing advice or help in respect to general PC issues, operating systems or Microsoft Windows Software.
36. On-site support - In the event that a problem is not otherwise resolved by telephone support, Toshiba may at its sole discretion elect to have an Authorised Support Representative visit the Customer site. In the event that the problem is then or subsequently found not to stem from the Software, Toshiba may charge for the Authorised Support Representative's on-site and travel time at the then current Toshiba standard Authorised Support Representative's rate.
37. The Customer may also request a site visit for consultancy, process design, configuration or support on related matters and where this is agreed by Toshiba, Toshiba shall charge the Customer at the then current Toshiba standard Software Support Rate which is currently:

Software and Consultancy Support Rate: - \$240.00 (+ GST) per hour - Minimum charge 2 hours (discounted by 50% whilst valid Annual Support Agreement is in place). Rate escalates at the annual rate of inflation as measured by the CPI with the resultant hourly rate rounded up to the nearest dollar.

38. Limitation of liability and disclaimer - Neither party shall be in breach of this Agreement for any delay or failure to carry out or observe any provision, except for the payment by the Customer of the annual support fee, in this Agreement if such delay or failure is due to any cause or condition beyond their reasonable control whether foreseeable or not

TERMS AND CONDITIONS - GENERAL

39. Toshiba will not be liable for any consequential losses or damages including any arising from system failure or downtime whether or not as a result of any action taken or not taken by Toshiba or any associated party.
40. Except as expressly provided herein, Toshiba accepts no liability for claims, expenses or losses arising out of the use of any products by the Customer or arising out of any representations by the Customer to third parties.
41. General Provisions - This Agreement shall not be assigned or otherwise transferred (by operation of law or otherwise) by the Customer.
42. The failure of either party to enforce at any time, any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement or any part thereof, or the right of the other party thereafter to enforce each and every provision.
43. If any provisions of this Agreement are invalid under any applicable statute or rule of law, they shall cease to apply or to bind the parties but the remainder of this Agreement shall continue to be binding and in full force and effect.
44. This Agreement (together with any purchase agreement in respect of the Product/s) constitutes the entire agreement between the parties and supersedes all proposals or prior agreements, oral or written, and all other prior communications between the parties relating to the subject matter of this Agreement, including but not limited to, any Customer purchase order. This Agreement shall not be varied other than by an instrument in writing, executed by the duly authorised representatives of both parties.
45. Any dispute or conflict between the parties concerning the nature and substance of this Agreement should first be attempted to be resolved by negotiation in good faith between the parties. Should the process of negotiation fail to bring a conclusion within 30 days, either party can request the matter to be settled by arbitration. The agreed arbitrator shall be the President of the Australian Law Society or his nominee whose costs shall be shared equally between the parties.
46. Governing Law - This agreement is governed by the laws of the State of New South Wales, Australia.

The Customer accepts and agrees, in consideration of credit facilities being granted to be bound by Toshiba's terms and conditions of trading, printed hereon, which are acknowledge as having been read. The Customer acknowledges that Toshiba may make enquiries in accordance with the Privacy Act 1988 as to the information provided herein in relation to the Customer, its Directors, employees and related entities. Toshiba reserves the right to use the services of an agency who may contact you for further information.	
For and on behalf of Toshiba (Australia) Pty Limited	For and on behalf of the Customer
Signed:	Signed: <i>X</i> <i>Edwin Yung</i>
Name:	Name: <i>EDWIN YUNG</i>
Title:	Title: <i>for Gold Coast Chinese Christian Church</i>
Date:	Date: <i>8/9/11</i>
Remarks:	Email: _____
	<input type="checkbox"/> Yes, please keep me updated with the latest Toshiba news, offers, and events