

AGREEMENT

FOR

THE PURCHASE OF

AS/400 HARDWARE AND SERVICES

BETWEEN

The Vendor

(hereinafter called "The Vendor")

Company Address:

(Insert company address)

AND

Customer X

(hereinafter called "Customer")

Customer Address:

_____ ("Effective Date")

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1. DEFINITIONS

"Customer"	means the party accepting the offer to purchase the Equipment.
"Equipment"	means the items specified in Schedule 1 to be supplied by THE VENDOR to Customer, and shall include both hardware and software if so specified.
"IBM"	means IBM Australia Limited.
"Successful installation of equipment"	means the SERVER has the primary partition set up and the secondary partitions defined and available for use at the customer site.
"Services"	means the provision of the items detailed in Schedule 2 by THE VENDOR to Customer.
"Site"	means the location for delivery of the Equipment as requested by Customer.
"Supplier"	the Equipment or means the third party(s) with whom THE VENDOR arranges supply of Services to Customer.

2. SITE PREPARATION

2.1 THE VENDOR shall at its expense prepare the Site and access to the Site, prior to delivery. In preparing the Site, THE VENDOR shall ensure compliance with directions, specifications or requirements of IBM or Suppliers of Equipment.

3. TERM AND TERMINATION.

This Agreement will become effective as of the date set forth above, Effective Date, and will remain in effect for three years. If either Party breaches any material obligation hereunder, the other Party may terminate this Agreement if the breach is not cured within sixty (60) days after receipt of written notice of such breach from the non-breaching Party. For services paid in advance, should the Customer terminate this agreement for THE VENDOR's uncured breach, THE VENDOR will refund an amount equal to the unused term.

4. DELIVERY

4.1 THE VENDOR shall deliver the Equipment and Services to Customer and shall at all times endeavor to ensure that Customer's delivery requirements are adhered to and further to keep Customer informed as to the progress of orders placed.

- 4.2 In the case that Customer requests THE VENDOR to postpone delivery of the Equipment beyond the Customer's requested delivery date, Customer agrees to meet any reasonable costs incurred by THE VENDOR as a result of the request provided always that THE VENDOR has notified Customer of the likely incurrence of such cost and Customer has agreed such costs prior to the postponement.
- 4.3 The parties recognize and agree that in certain circumstances it may be necessary or desirable for partial deliveries of the Equipment to be made.

5. INSTALLATION

- 5.1 Unless otherwise specified in Schedule 1, THE VENDOR shall be responsible for and prices shall include installation of Equipment at the Site.

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