

STANDARD TERMS AND CONDITIONS OF SALE OF GOODS AND SERVICES

1. INTERPRETATION

1.1. In these Conditions:

"Authorised Representatives"	means the authorised representatives of each of the Customer and Nautilus Consulting Limited;
"Conditions"	means the terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Customer and Nautilus Consulting Limited;
"Contract"	means the contract for the sale of the Goods or Services pursuant to any Quotation or Order and governed by these Conditions;
"Consumer"	means any individual or legal entity that acquires a product or service as an "end user",
"Customer"	means the person who accepts a Quotation or whose Order is accepted by Nautilus Consulting Limited;
"Document"	includes, in addition to a document in Writing, any plan, design drawing, data or other image or any other record of any information in any form;
"Electronic Document"	means the electronic document interchange arrangements and Interchange System" protocols agreed, established and currently in force between Nautilus Consulting Limited;
"Free Issue Material"	means any material provided by or on the Customer's behalf which is to be used in the provision of the Service or incorporated into the Goods;
"Input Material"	means any Document or other material (including Free Issue Material), and any data or other information provided by the Customer relating to the Contract;
"Order"	means the Customer's Written order for Goods or Services subsequently accepted by Nautilus Consulting Limited;
"Output Material"	means any Document or other material and any data or other information provided by Nautilus Consulting Limited relating to the Service;
"Parties"	means the Customer and Nautilus Consulting Limited;
"Price"	means the price payable to Nautilus Consulting Limited by the Customer and as detailed in the Order or Quotation;
"Service(s)"	means any service to be provided by Nautilus Consulting Limited for the Customer detailed in any Order;
"Writing"	and any similar expression, includes Electronic Document Interchange System, electronic mail, facsimile transmission and comparable means of communication.

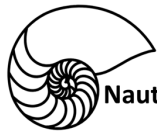
1.2. A reference in these Conditions to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3. Words importing the singular include the plural and vice versa and words importing a particular gender include all genders.

1.4. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF SUPPLY

2.1. Nautilus Consulting Limited shall sell or supply and the Customer shall purchase the Services in accordance with the Contract subject to these Conditions, which shall be delivered to the Customer together with the relevant Quotation and shall govern the Contract to the exclusion



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of any other terms and conditions subject to which any Quotation is accepted or purported to be accepted, or any Order is made or purported to be made, by the Customer.

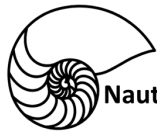
- 2.2. No variation to these Conditions shall be binding unless agreed in Writing between the Authorised Representatives.
- 2.3. Nautilus Consulting Limited's employees or agents are not authorised to make any representations concerning the Goods or Service unless confirmed by Nautilus Consulting Limited in Writing. In entering into the Contract, the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Conditions affects the liability of either Party for fraudulent misrepresentation.
- 2.4. Any typographical, clerical or other error or omission in any services literature, Quotation, price list, acceptance of offer, invoice or Output Material issued by Nautilus Consulting Limited on whatever medium whether as hard copy, on CD Rom or otherwise shall be subject to correction without any liability on the part of Nautilus Consulting Limited, provided that, in case such corrections substantially affect the Order's relevant provisions (e.g. price, time of delivery, etc.), the Customer shall have the right to cancel the relevant Order.

3. ORDERS AND SPECIFICATIONS

- 3.1. No order submitted by the Customer shall be deemed to be accepted by Nautilus Consulting Limited unless and until confirmed in Writing by Nautilus Consulting Limited's Authorised Representative.
- 3.2. The Customer shall be responsible to Nautilus Consulting Limited for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Customer, and for giving Nautilus Consulting Limited any necessary information relating to the Service within a sufficient time to enable Nautilus Consulting Limited to perform the Contract in accordance with its terms.
- 3.3. The quantity, quality and description of the Service and any specification for them shall be as set out in any Quotation or Order.
- 3.4. Nautilus Consulting Limited reserves the right to make any changes in the specification of any Service which are required to conform with any applicable law or, where Services are to be supplied to Nautilus Consulting Limited's specification, which do not materially affect their quality or performance.
- 3.5. No Order or accepted Quotation may be cancelled or varied by the Customer except with Nautilus Consulting Limited's Written agreement and on terms that the Customer shall indemnify Nautilus Consulting Limited in full against all costs (including the cost of any labour and materials used) and expenses incurred by Nautilus Consulting Limited prior to or as a result of variation or cancellation and the Customer shall pay any increased costs arising from such variation.

4. PRICE

- 4.1. The Customer shall pay to Nautilus Consulting Limited the Price and any additional sums which are agreed between Nautilus Consulting Limited and the Customer for the Service or which are required as a result of the Customer's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Customer.
- 4.2. The Price shall be Nautilus Consulting Limited's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Nautilus Consulting Limited's published price list current at the date of acceptance of Order. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by Nautilus Consulting Limited without giving notice to the Customer.



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- 4.3. Nautilus Consulting Limited reserves the right, by giving Written notice to the Customer within reasonable time before delivery or completion of service, to increase the Price to reflect any increase in the cost to Nautilus Consulting Limited which is due to any factor beyond its control (such as, without limitation, alteration of services, changes of legislation, any change in delivery dates, specifications for the Service which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Nautilus Consulting Limited adequate information or instructions).
- 4.4. Unless otherwise stated in the Quotation or any Nautilus Consulting Limited price list or unless otherwise agreed in Writing between the Parties the Price is on an ex works basis. Where Nautilus Consulting Limited agrees to deliver the Goods otherwise than at Nautilus Consulting Limited's premises, the Customer shall be liable to pay any charges for travel, accommodation and sustenance.

5. CONDITIONS OF PAYMENT

- 5.1. Subject to any special agreed Written terms between the Parties, Nautilus Consulting Limited may invoice the Customer for the Price on or at any time after performance of the Service
- 5.2. The Customer shall pay the Price within 30 days of the date of Nautilus Consulting Limited's invoice. The time of payment of the Price shall be of the essence of the Contract.
- 5.3. If the Customer fails to make any payment on any due date then, without prejudice to any other right or remedy available to Nautilus Consulting Limited, Nautilus Consulting Limited may:
 - 5.3.1. suspend or cancel the Contract or any other contract between the Parties or suspend any further deliveries to the Customer;
 - 5.3.2. appropriate any payment made by the Customer to such Services (or services supplied under any other contract between the Parties) as Nautilus Consulting Limited may think fit (notwithstanding any purported appropriation by the Customer); and/or charge the Customer interest (both before and after any judgment) on any amount unpaid, at the SELIC rate, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6. DELIVERY

- 6.1. Any dates quoted for delivery or performance of Services are approximate only and Nautilus Consulting Limited shall not be liable for any delay in such delivery or performance beyond its control. Nautilus Consulting Limited will notify the Customer of any such delay as soon as is reasonably practicable and the Parties shall arrange a revised delivery/performance date. Time for delivery/performance shall not be of the essence of the Contract unless previously agreed by Nautilus Consulting Limited in Writing. Services may be delivered by Nautilus Consulting Limited in advance of any quoted delivery date on giving reasonable notice to the Customer.
- 6.2. If Nautilus Consulting Limited fails to deliver or perform the Services for any reason other than any cause beyond Nautilus Consulting Limited's reasonable control or the Customer's fault, and Nautilus Consulting Limited is accordingly liable to the Customer, Nautilus Consulting Limited's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar services to replace those not delivered or performed over the price of the Services.

7. INTELLECTUAL PROPERTY

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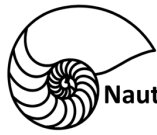
- 7.1. All intellectual property rights including but not limited to copyright and design right in:
 - 7.1.1. any Input Material shall belong to the Customer or any relevant third-party subject to Nautilus Consulting Limited's right to use the Input Material in the provision of the Service; and
 - 7.1.2. any Output Material shall, unless otherwise agreed in Writing between the Parties, belong to Nautilus Consulting Limited, subject only to the Customer's right to use the Output Material for the purposes specified in the Contract, such right being subject to receipt by Nautilus Consulting Limited of the Price and any further charges and costs relating to the Service.
- 7.2. Nautilus Consulting Limited shall retain title to and ownership of the Output Material until it has received payment of the Price.
- 7.3. Save where disclosure is required to be made by Nautilus Consulting Limited in the provision of any Service, any Input Material provided by the Customer which is so designated by the Customer and any Output Material shall be kept confidential by Nautilus Consulting Limited, and all Output Material provided by Nautilus Consulting Limited which is so designated by Nautilus Consulting Limited shall be kept confidential by the Customer; but the foregoing shall not apply to any Document, other material, or other information which is public knowledge at the time when it is so provided by either party, or which becomes public knowledge through no fault of the other party.

8. RISK AND PROPERTY

- 8.1. In case of any default by the Customer of any obligation assumed herein, including, but not limited to, payment obligations, take all measures foreseen under applicable law for this purpose, without prejudice to the Customer's obligation to make payment for all related costs and expenses incurred by Nautilus Consulting Limited.

9. WARRANTIES AND LIABILITY

- 9.1. Subject to the following provisions Nautilus Consulting Limited warrants that the Goods will correspond with their specification at the date of delivery (the date of delivery being as determined in accordance with clause 6.1).
- 9.2. The above warranty is given by Nautilus Consulting Limited subject to the following conditions:
 - 9.2.1. Nautilus Consulting Limited shall have no liability for any delay in the Services arising from any Input Material supplied by or on behalf of the Customer;
- 9.3. Except as expressly provided in these Conditions, or where the Services are sold to a party characterised as a Consumer (according to the definition established in Section 1.1 above – Interpretation), all warranties, terms or other conditions implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.4. Where Goods are sold to a party characterised as a Consumer (according to the definition established in Section 1.1 above - Interpretation) the Customer's statutory rights are not affected by these Conditions.
- 9.5. Any claim by the Customer which is based on any defect in the quality of the Services or their failure to correspond with specification shall be notified to Nautilus Consulting Limited within thirty days from the date of commencement of service (where the failure was not apparent) within a reasonable time after discovery of the failure. If the Customer does not notify Nautilus Consulting Limited accordingly, pursuant to this clause, the Customer shall not be entitled to reject the Services and Nautilus Consulting Limited shall have no liability for such



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failure, and the Customer shall be bound to pay the Price as if the Services had been delivered in accordance with the Contract.

- 9.6. Where a valid claim in respect of any of the Services which is based on a defect in the quality of the Services or their failure to meet specification is notified to Nautilus Consulting Limited in accordance with these Conditions, Nautilus Consulting Limited may replace the Services (or the part in question) free of charge or, at the Customer's discretion, refund to the Customer the amount of the Price actually received by Nautilus Consulting Limited (or a proportionate part of this amount), in which case Nautilus Consulting Limited shall have no further liability to the Customer.
- 9.7. Nautilus Consulting Limited warrants to the Customer that Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Contract and at the intervals and within the times referred to therein.
- 9.8. The Customer warrants that any Input Material and its use by Nautilus Consulting Limited for the purpose of providing the Service will not infringe the copyright or other rights of any third party, and the Customer shall indemnify Nautilus Consulting Limited against any loss, damages, costs, expenses or other claims arising from any such infringement.
- 9.9. Nautilus Consulting Limited shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late or non-arrival, or any other fault of the Customer.
- 9.10. Except in respect of death or personal injury caused by Nautilus Consulting Limited's negligence or as expressly provided in these Conditions, Nautilus Consulting Limited shall not be liable to the Customer for any indirect, special or consequential loss or damages (whether for loss of profit, business or otherwise).

10. FORCE MAJEURE

- 10.1. Nautilus Consulting Limited shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Nautilus Consulting Limited's obligations under the Contract, if the delay or failure was due to any cause beyond Nautilus Consulting Limited's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond Nautilus Consulting Limited's reasonable control:
 - 10.1.1. Act of God, explosion, flood, tempest, fire or accident;
 - 10.1.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 10.1.3. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

11. INSURANCE

- 11.1. The Parties shall maintain levels of insurance sufficient to cover their liabilities and obligations under the Contract and at law and shall exhibit such certificates of insurance and evidence of payment of premiums where reasonably requested by the other party.

12. TERMINATION

- 12.1. Without limiting any other right or remedy available to Nautilus Consulting Limited, Nautilus Consulting Limited may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer if:

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- 12.1.1. the Customer makes any voluntary arrangement with its creditors, becomes bankrupt, becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);
 - 12.1.2. an incumbent takes possession, or a receiver is appointed, of any of the property or assets of the Customer;
 - 12.1.3. the Customer ceases, or threatens to cease, to carry on business; or
 - 12.1.4. Nautilus Consulting Limited reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
 - 12.1.5. The Customer is in default of any of its obligations established herein, including the obligation to pay the Price to Nautilus Consulting Limited.
- 12.2. If this Condition applies and the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. GENERAL

- 13.1. These Conditions (together with the terms, if any, set out in the Quotation) constitute the entire agreement between the Parties, supersede any previous agreement or understanding and may not be varied except in writing between the Parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 13.2. Nautilus Consulting Limited may assign, novate or sub---contract any or all of its rights or obligations under the Contract.
- 13.3. A notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 13.4. No waiver by Nautilus Consulting Limited of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.5. If any provision of these Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.