

**STANDARD TERMS AND CONDITIONS**

V080701-1.1

**1. GENERAL**

- (i) These conditions of sale apply to any sale of items, equipment or services of Wireless Data Solutions ("WDS") or, where a quotation is made, they shall form part of that quotation.
- (ii) WDS may vary these "STANDARD TERMS AND CONDITIONS" from time to time. The Purchaser agrees that the ordering of any goods and services after the notice of variation will be an acceptance of the varied "STANDARD TERMS AND CONDITIONS".
- (iii) No variation or cancellation of any of these "STANDARD TERMS AND CONDITIONS" shall be binding on WDS unless agreed by a responsible officer of WDS in writing. No agent or representative has the authority to waive or alter these "STANDARD TERMS AND CONDITIONS".
- (iv) The Purchaser or anyone purporting to act on behalf of the Purchaser may place orders for goods or services with WDS either by telephone, in writing, by email or by facsimile transmission.

**2. PRECEDENCE**

In the event of conflict between these conditions and those which may be included in, or implied by, any document forming part of any enquiry, specification, order or contract then these conditions shall prevail insofar as they are expressly varied by WDS in writing. If any condition which is contrary to or excluded by law these conditions shall be modified but only to the extent of excluding that part of the conditions affected.

**3. ACCEPTANCE**

A quotation is not to be construed as an offer or obligation to sell and WDS reserves the right to accept or decline any order for goods and services (wholly or partially) at any time prior to the delivery of goods and services, in which case, WDS shall be under no obligation in respect of the order for the goods or services.

**4. PRICES**

- (i) All prices are subject to change without notice and all orders are accepted by WDS on the condition that they will be invoiced at the prices ruling at the date of dispatch.
- (ii) Every endeavour will be made to give 30 days notice of any increase.
- (iii) All prices shown in published catalogues or price lists are recommended selling price only and there is no obligation on the part of any reseller to maintain such prices.
- (iv) A quotation includes only such goods as are specified therein. WDS reserves the right to cancel any sale where goods offered ex stock have been previously sold or otherwise committed.
- (v) A \$20 surcharge may be applied at the discretion of WDS if an order value is less than \$100.

**5. GOODS & SERVICES TAX**

The prices quoted do not include GST unless specifically stated otherwise.

**6. TERMS OF PAYMENT**

- (i) The Purchaser agrees to comply with the "STANDARD TERMS AND CONDITIONS".
- (ii) Pre-payment for goods and services shall be made by the Purchaser unless otherwise agreed in writing.

**7. DELIVERY**

WDS will endeavour to comply with the time of delivery of goods and services as requested by the Purchaser in writing but delivery time is not guaranteed nor is it of the essence of the contract of sale of the goods or services. WDS will not be liable for any loss or damage of whatsoever nature arising out of delay in delivery of goods or services. The delivery period quoted commences from the date WDS receives sufficient information to proceed with supply or from the date WDS receives the Purchaser's written order, whichever is the latest date. Quoted delivery dates are subject to confirmation when placing the order.

**8. GOODS RETURNED FOR CREDIT**

- (i) Goods will not be accepted for credit without prior approval of personnel at WDS's nearest Sales Office.
- (ii) In the case of the return of buy-ins against the Purchaser's order, credit will only be allowed if the original manufacturer/supplier also accepts the return.
- (iii) All goods returned should be in their original containers and should not be shop soiled, obsolete or shop damaged. All such goods may be rejected or credited at a reduced rate.
- (iv) Cut lengths of cable will not be accepted for return under any circumstances.
- (v) No claim will be recognized unless such claim is made within (7) days of delivery and in every case the original invoice number and date must be quoted.
- (vi) All goods approved for return shall be returned freight pre-paid and may be subject to a 25% restocking charge.

**9. CANCELLATION OR VARIATION**

- (i) An order may, at the option of WDS, be terminated in the event of insolvency of the Purchaser or of execution being levied against any of the goods of the Purchaser or of the Purchaser being placed in liquidation, whether voluntary or otherwise or of a mortgagee entering into possession of any assets of the Purchaser.
- (ii) An order may be cancelled only if WDS accepts such variation in writing. A variation or cancellation by the Purchaser is subject to agreement by WDS and in any event is subject to WDS being indemnified by the Purchaser against any loss or damage. Scheduled orders may be varied as to quantities and delivery dates, provided a minimum six (6) weeks notice is given by the customer, otherwise a penalty of 10% shall apply.

**10. INSPECTION**

The Purchaser has seven (7) days from the date of delivery of goods within which to provide to WDS written notice of any alleged claim for failure to comply with the order whether due to shortfall, defect, incorrect delivery or otherwise. Should the Purchaser fail to provide such written notice within the stipulated time period, WDS shall be deemed to have complied with the Purchaser's order in all respect including delivery, quantity and quality.

**11. PACKING, DAMAGE OR LOSS IN TRANSIT**

WDS uses every care in packing, but unless otherwise agreed, no responsibility is taken for loss or damage in transit. The condition of sale is delivery in good order and condition to rail, boat or carrier. Any damage in transit whatsoever is between the Purchaser and the railway, shipping company or carrier. The Purchaser acknowledges and agrees that WDS shall not be liable for any damage or loss to any goods which occurred in or during transit.

**12. PURCHASER'S SPECIFICATIONS**

WDS shall not be deemed to have agreed to comply with any specification and drawings referred to in any order unless such specifications and drawings have been produced to WDS and have been signed or sealed on behalf of WDS prior to shipment or delivery and returned to the Purchaser.

**13. RISK**

All goods shall be at the risk of the Purchaser from the time of dispatch of the goods by WDS for delivery to the Purchaser and the responsibility for insurance during transit rests with the Purchaser solely.

**14. SUSPENSION OF CREDIT**

WDS may at any time suspend credit extended to the Purchaser or withhold the delivery of goods or services already ordered as WDS may determine in its sole and absolute discretion.

**15. DISPUTES**

- (i) If any charge appearing on an invoice is disputed by the Purchaser, written notice of such dispute, must be received by WDS within 24 hours of receipt of the invoice.
- (ii) If any charge is alleged to be in dispute, the Purchaser shall pay for all other charges appearing on the invoice pending an investigation of the charge or charges so disputed.

**16. DEFAULT OF PURCHASER**

The Purchaser expressly agrees, that if the Purchaser fails to pay to WDS the invoice price of any goods and services at expiry of the credit period, WDS shall have the right at the expiry of period to:-

- (i) bring an action against the Purchaser for payment of the invoice price of the said goods and/or services, notwithstanding that the ownership of the said goods delivered to the Purchaser has not passed or been transferred to the Purchaser;
- (ii) determine the contract and or suspend manufacture or delivery, installation, commissioning or testing of any goods then outstanding;
- (iii) retain any security given or money paid by the Purchaser or available through enforcement of guarantee or security bonds lodged and apply this against the loss and damages incurred by it in the performance of the contract;
- (iv) take such steps as WDS may deem necessary to mitigate the damage suffered including the putting to use, hiring out, sale or disposal of any goods supplied, or to be supplied under the contract and in its possession; and/or
- (v) WDS reserves the right to charge interest on overdue amounts at the rate not exceeding the standard overdraft rate offered by the CBA Bank on the day of calculation.

**17. RETENTION OF TITLE**

- (i) Title of ownership to goods shall not pass to the Purchaser until all monies owing to WDS on any account whatsoever have been paid in full to WDS
- (ii) Until title or ownership in the goods passes to the Purchaser such goods shall be held by the Purchaser as bailee of WDS, and the Purchaser must store the goods separately, in good condition and in such a way which clearly indicates the ownership of WDS to the goods.
- (iii) While WDS retains full legal and equitable title in the goods the Purchaser shall not bail, pledge, mortgage, charge, obtain or grant a lien over, lease or assign by any other way, any security in the goods.
- (iv) The Purchaser agrees that WDS by its servants or agents shall be entitled to enter upon any premises for any purpose connected with or in relation to the protection or enforcement of the rights of WDS to the goods.
- (v) The Purchaser shall be liable for the payment of all costs, charges and expenses incurred by WDS on a full indemnity basis by way of liquidated damages (including legal costs, repossession costs and costs of any mercantile agent) of any attempt made by or on behalf of WDS to recover payment of monies owing by the Purchaser to WDS or to protect or enforce the rights of WDS in relation to the goods and services provided by WDS to the Purchaser on credit.
- (vi) To secure payment of all monies which may become payable by the Purchaser to WDS on any account whatsoever the Purchaser hereby charges in favour of WDS all of the Purchaser's right, title and interest in any property both of which the Purchaser is now possessed and which the Purchaser may hereafter acquire and the Purchaser consents to WDS lodging a caveat or caveats noting its interest pursuant to this clause.
- (vii) The Purchaser shall notify WDS in writing of any intended sale of the Purchaser's business, which includes or purports to include goods not paid for in full as part of the Purchaser's stock.
- (viii) Payment of what the Purchaser owes WDS for goods, shall be deemed to have been made, when cheques for the price have been met and honoured in full and there is no possible recourse by any liquidator, administrator or receiver of the Purchaser in respect of such payment.
- (ix) WDS agrees that for the time being the Purchaser may retain possession of the goods which have not been paid for in full but should the specified period expire under normal trading terms before payment of the goods is complete by full honoured cheque(s) or cash or, should any event detailed in clause 16 above occur, then WDS and its agent and employees have the right to enter any premises in which the goods are stored and take possession of any of the goods in addition to any deficiency in the sale price after paying the costs of recovery and crediting goods recovered by WDS

**18. JURISDICTION**

These STANDARD TERMS AND CONDITIONS shall be governed by and construed in accordance with the laws of New South Wales and the parties irrevocably submit to the exclusive jurisdiction of the Courts of New South Wales in respect of any claim, dispute or difference arising out of or in connection with these STANDARD TERMS AND CONDITIONS.