

## DALTON RFID Pty Ltd TERMS AND CONDITIONS FROM 01.01.2005

**Dalton RFID Pty (hereinafter referred to as “the Company”) will always use its very best endeavours to satisfy all the requirements of the customer but all quotations are made and all orders are accepted subject to the following terms and conditions:-**

1. The Company are only prepared to trade on these terms and conditions
2. The Company's quotations or offers for supply of goods or services are not capable of acceptance other than on these terms and conditions so that:-
  - i) If the customer purports to accept the Company's quotations or offer but purports to make that acceptance subject to any other terms and conditions or
  - ii) Purports to make a counter offer by purporting to accept this offer but on their own terms and conditionsthen (unless the contrary is agreed in writing by the Company) such acceptance or purported counter offer shall be deemed to have been an acceptance of the offer as if there were no reference in the acceptance or purported counter offer to any other terms and conditions
3. Acceptance of delivery of goods or services (or part thereof) from the Company shall be conclusive proof that the customer has accepted these terms and conditions as being the only ones affecting any contract between the customer and the Company
4. Clauses 1, 2 and 3 above are to the intent that there is either:-
  - i) A contract between the parties on these terms or
  - ii) There is no contract at alland if the goods are accepted by the customer this is conclusive proof of a contract on these terms
5. The Company and the customer have taken into account their respective strength of bargaining position relative to the other and have considered the availability of suitable alternative products and services and sources of supply and the terms on which alternative supply could be obtained and notwithstanding all such factors agree that they wish to proceed with this contract on these terms and conditions
6. The Company makes every reasonable effort to meet delivery and service times to suit the customer but sometimes through circumstances beyond the Company's control the Company may be unable to meet those requirements. Consequently, the Company shall not be liable for any damage or losses whatsoever (including consequential losses) which arise through its inability because of circumstances beyond the Company's control e.g. strikes, accidents or shortages of materials etc. to supply goods on the times or dates stated
7. The Company will do its best to supply the goods and services at the prices agreed but the Company reserves the right to increase its prices to take proper account of fluctuations in exchange rates and/or increases in the cost of materials or other factors which are not under the Company's control
8. Unless the Company has been asked specifically to confirm that its goods or services are fit for the buyer's particular purpose or purposes then the Company give no warranty nor will it be a term of this contract that the Company's goods and services will be fit for any particular purpose or purposes. Save that if the Company are asked to confirm fitness for a particular purpose the Company reserves the right to increase the Company's prices to take account of the increased potential liabilities arising from that confirmation
9. Under no circumstances shall the Company's liability in Tort exceed such liability as might have existed had a claim been brought in contract and the customer shall indemnify the Company in respect of any greater liability which may arise in Tort
10. Where goods are sold F.O.B. all responsibility of the Company shall cease immediately the goods are placed aboard ship and the Company shall be under no obligation to give the buyer the notice.
11. The Company shall be entitled to add the reasonable cost of carriage where it delivers goods and the cost of travel when services are rendered at its discretion
12. Unless the Company receives from the customer written notice of a claim for wrong delivery or damage to or loss of goods the subject of delivery within 14 days of delivery then the lack of such written notice shall be conclusively deemed to show acceptance of goods as being delivered fully in accordance with contractual obligations.
13. In the event that discount be available such discount will only apply to the net value of the goods (i.e. exclusive of Sales Tax)
14. In the event of it being proven that goods supplied or services rendered were defective then the Company's liability therefor shall in no circumstances (save in the cases of proven negligence resulting in death or injury) exceed the net invoiced cost of those goods and in no circumstances shall the Company be liable for any consequential loss of any nature
15. Payment shall be made in accordance with the arrangements agreed by the Company but in the absence of such arrangements being agreed in writing payment shall be net cash in Sterling or other nominated currency before delivery. Interest will be added to any amount due to the Company at a rate equal to the rate charged by American Express Card from time to time until payment in full is made
16. All goods delivered to the customer by the Company remain its sole and absolute property and the Company shall remain legal and equitable owner of them until such time as the customer has paid to the Company the agreed price for those goods together with the full price due for any other goods or services the subject of any other contract between the customer and the Company together with any interest due for late payment

17. The customer agrees that the Company may, for the purposes of recovery of its goods, enter upon any premises where those goods are stored or used or where they are reasonably thought to be stored or used and may re-possess the same “ in the event of breach of clause 16 by the customer”
18. Until such time as the customer becomes the owner of the goods he will store them on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the Company’s goods
19. Notwithstanding that property (ownership) shall not pass save as above risk passes to the customer as soon as the goods come under his or his agents control and it shall be the customer’s duty to insure those goods against reasonable commercial risks
20. a) The Company reserves the right to alter or amend the specification of any goods without notice to the Customer
21. In catalogues or elsewhere technical data and other information or descriptive specifications and drawings, full particulars of weights and dimensions and all forwarding specifications issued by the Company have been obtained from authoritative sources and while intended to be fair description their accuracy is not guaranteed
22. The Company shall not be liable for any loss arising from typographical or printing errors
23. Australian law only shall apply to this contract and all disputes shall be dealt with by the Australian courts alone.

**E&OE**