

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

"Company" means Data Acquisition Networks Pty Ltd
ABN: 70 109 025 621

"Purchaser" means the purchaser of the products and/or services.
"Products" means a product or products and/or services produced or supplied by the Company to the Purchaser pursuant to these terms and conditions.

Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty guarantee right or remedy implied by common law or statute which cannot be excluded, restricted or modified. Words importing the singular are to include the plural and vice versa and words importing one gender are to include the other gender.

2. TERMS OF SALE

Any purchase order placed on the Company must be made by formal irrevocable purchase order. The Product sold by the Company is sold on these terms and conditions.

3. QUOTATIONS & PRICE

- 3.1. The prices quoted are based on the Company's estimated cost of production, manufacture or supply at the time of quotation and are subject to alteration without notice to the Purchaser. All variations from the original quotation are on the account of the Purchaser for whatever reason including, without limiting the generality of the above, changes in foreign exchange rates, import duty and taxes.
- 3.2. All prices are quoted exclusive of GST which if applicable will be on the Purchaser's account. All prices are expressed in Australian dollars unless expressly stated otherwise.
- 3.3. A quotation given by the Company is not to be construed as an offer by the Company to sell or supply Products and can be withdrawn by the Company without notice. An order arising from a quotation may only be made in accordance with clause 3.4.
- 3.4. Quotations for Product provided by the Company are subject to confirmation by the Company at the time of order placement. The Company reserves the right to refuse to accept any order based upon a quotation supplied by the Company and any order will not be binding until accepted in writing by the Company.

4. PAYMENT TERMS

- 4.1. For Product which is normally stocked by the Company for sale - payment within 30 days from date of invoice. The Company reserves the right to vary the terms of payment and to require payment in full prior to delivery.
- 4.2. Engineered and Non Standard Product – payment in accordance with the terms included in the quotation or in the absence of quoted payment terms 30% (non-refundable) with placement of order, 70% prior to dispatch of the Product.
- 4.3. Training and Service - payment with order or prior to the training or service being provided. Should payment not be received by the due date, the Purchaser will be responsible for any costs incurred up to that date including but not limited to preparation of materials, costs of material and travel costs.
- 4.4. Default by the Purchaser in payment of any monies due to the Company will be a breach of these terms and conditions.

5. CANCELLATION

Where an order is cancelled by the Purchaser, the following charges are due and payable with cancellation:

- 5.1. For Product which is normally stocked by the Company for sale – a restocking fee of 15% of the invoice value.
- 5.2. For Engineered and Non Standard Product – the forfeit of the 30% deposit paid with order together with the cost which in the sole discretion of the Company it has incurred in preparing the order up to the date of communication of the Purchaser's cancellation of its order to the Company.
- 5.3. For Training and Service – the cost which in the sole discretion of the Company it has incurred in preparing the order up to the date of communication of the Purchaser's cancellation of its order to the Company.

6. CLAIMS

- 6.1. Any claims by the Purchaser for short delivery of Products must be notified to the Company in writing within 14 days after delivery of the Products to the Purchaser. Any claim which the Purchaser does not notify within the time aforesaid (time being of the essence) shall be deemed to have been absolutely waived.
- 6.2. No Products can be returned for any reason without first obtaining written permission from the Company. Goods returned without authorisation are subject to being returned to the Purchaser at the Purchaser's expense.

7. APPLICATION PERFORMANCE

- 7.1. The performance of the The Product once installed relies on attached sensing devices, the performance of the mobile telephone network, the performance of the internet and the performance of the server. In applying the product users must take into account the reliability of these items as they may affect the reliability and overall performance of The Product. While every effort has been made to ensure the reliability of The Product, critical applications must be supported by additional means of alarm and/or data collection.
- 7.2. The Company may provide either through general information on its web site and or through response to questions raised with respect to an application, possible solutions that may be applied. It is the responsibility of the purchaser to make separate enquiries or use its own knowledge to apply The Product. The Company is not able to warrant any application as specific details of that application are not available to The Company.

8. IMPLIED TERMS

- 8.1. It is hereby acknowledged by the Company that, under applicable State, Territory and Commonwealth law, certain conditions and warranties may be implied in the contract between the Company and the Purchaser and rights and remedies conferred upon the Purchaser as the consumer in relation to Products which cannot be excluded, restricted or modified by agreement ("Non-excludable Rights"). The limitations below are subject to these Non-excludable Rights.
- 8.2. Subject to the above, the Company disclaims all conditions and warranties expressed or implied, and all rights and remedies conferred on the Purchaser, by statute, the common law, equity, trade custom or usage or otherwise howsoever and all such conditions and warranties and all such rights and remedies are hereby expressly excluded other than a Non-excludable Right.
- 8.3. Where so permitted the liability of the Company for a breach of Non-excludable Right is limited, at the Company's option,

in the case of goods, to the replacement or repair of the goods or the supply of equivalent goods and in the case of services, to the supplying of the services again or the cost of having the services supplied again.

9. INDIRECT LOSS

In no event shall the Company be liable (whether before or after discharge of the contract or otherwise) for any loss or damage to the Purchaser as user arising from or caused or contributed to by negligence of the Company, its servants or agents, nor shall the Company be liable for special, incidental or consequential loss or damage suffered by the Purchaser as user as a result of a breach by the Company of its obligations or otherwise including but not limited to economic loss or non-economic loss, loss of profits or revenue or costs arising from such a breach.

10. DESCRIPTION

Any description of the Products is given by way of identification only and the use of such description shall not constitute a contract for sale by description.

11. DELIVERY, INSTALLATION AND RISK

- 11.1. The delivery time made known to the Purchaser is an estimate only and the Company shall not be liable for late delivery or non-delivery and under no circumstances shall the Company be liable for any loss, damage or delay occasioned to the Purchaser arising from late or non-delivery or late installation of the Product.
- 11.2. In the event that the Purchaser is unable or unwilling to accept delivery of the Products as agreed, then the Purchaser shall be liable for all storage costs, charges, expenses and additional delivery charges, such amount to be paid on delivery.
- 11.3. Notwithstanding clause 11, the Purchaser shall bear all risks of loss or damage to the Products upon and from delivery of the Products to the Purchaser or delivery at the Purchaser's direction.
- 11.4. The Company reserves the right to deliver by instalments and each instalment shall be deemed to be sold under a separate contract. Failure of the Company to deliver any instalment shall not entitle the Purchaser to cancel the balance of the order. In the event of the Purchaser making default in payment in any instalments, the Company may elect to treat the default as a breach of the contract relating to each other instalment.

12. PROPERTY & OWNERSHIP (Retention of Title)

- 12.1. Notwithstanding that risk in the Products shall pass to the Purchaser as provided herein, title to the Products shall not pass to the Purchaser until the Purchaser has made payment in full of all monies owing by the Purchaser to the Company for the Product. In the event of part payment of any invoice for the supply of Products the Company may allocate the payment towards one or some of the Products or as part payment for some or all of the Products.
- 12.2. Until such time as the Purchaser has paid for the product in full, the Purchaser shall store and identify the Products so as to indicate that they are the property of the Company, the Company reserving the right to enter the Purchaser's premises (or the premises of any associated party or agent where the Products are located) without liability for trespass or any resulting damage and retake possession of the Product. In addition to the above, the Purchaser acknowledges that should the Product be lawfully repossessed by the Company the Company reserves the right to keep or resell the Product. Should the Product be resold to a third party the Purchaser agrees to hold all moneys received on trust in a separate identifiable account for the Company.

13. GENERAL

- 13.1. This agreement constitutes the entire agreement between the Company and the Purchaser and any prior agreement or understanding between them in respect of the subject matter in this agreement, including any quotation is superseded by this agreement.

- 13.2. The Purchaser acknowledges that it has not agreed to purchase upon any oral or written representation made by or on behalf of the Company.

- 13.3. This agreement may be varied only by agreement in writing between the parties. To the extent that there is any inconsistency between these terms and conditions and the terms and conditions set out before, the terms and conditions as varied will prevail.

- 13.4. This agreement shall be governed by and construed in accordance with the laws of New South Wales and the parties submit to the jurisdiction of the Courts of that State.

- 13.5. The Purchaser acknowledges that the Products are not of a kind ordinarily acquired for private use or consumption.

- 13.6. It is agreed that if any part of any provision of these terms and conditions should be determined to be void by any Court of competent jurisdiction, then such determination shall not affect the remainder of the provision and each such other provision shall remain in full force and effect.



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