

1. Formation of Contract

This Agreement applies to the requests for offers, the formation, the contents of, and the compliance with any Agreement and/or Purchase Order in the performance of which Goods are supplied by RF Tech to a Customer. In consideration of the placing a Purchase Order with RF Tech the Customer agrees to be bound by these Terms and Conditions of Sale.

2. Definitions

Agreement means the Purchase Order, these Purchase Order Terms and Conditions, and where applicable the Special Terms and Conditions and any document expressly incorporated as part of this Agreement.

Confidential Information means any and all technical and non-technical information provided by either party to the other, and may include, but is not limited to technical information, marketing and business plans, databases, specifications, formulations, tooling, prototypes, sketches, models, drawings, specifications, procurement requirements, engineering information, samples, computer software (source and object codes), forecasts, identity of or details about actual or potential customers or projects, techniques, inventions, discoveries, know-how and trade secrets.

Customer means the entity specified on the Purchase Order.

General Terms and Conditions of Sale means these terms and conditions.

Goods means all materials or services to be provided under this Agreement, including Intellectual Property.

Purchase Order means a written order, placed with the Supplier by RF Tech for the provision of the Goods in accordance with this Agreement.

RF Tech means R.F. Technologies Aust Pty Ltd ABN 19 010 916 140.

3. Price, Tax, Payment and Prepayment

Unless otherwise specified in writing by RF Tech the price charged for the goods is the price set out in the RF Tech Quotation.

3.1 The quotation price is:

- a) exclusive of GST and other taxes;
- b) may be subject to increases prior to delivery but only in accordance with terms specified in the Quotation;
- c) payable in full together with any applicable GST, other taxes and charges, at the time stated within the Quotation, or failing any time agreed between the Parties, in full prior to the delivery of Goods;
- d) payable by the Customer to RF Tech without any deductions or withholdings and without any right of set-off.

3.2 Prepayments:

- a) Prepayments paid by the Customer shall include GST and will be credited proportionately across the complete Purchase Order so that the full prepayment amount will be credited only upon completion of the Purchase Order.
- b) Prepayments associated with one Customer Purchase Order will not be assigned to another Purchase Order.

3.3 In the event that the Customer makes any default in payment of any amount due to RF Tech or causes to be held a meeting of its creditors or becomes insolvent or becomes subject to the laws of bankruptcy or goes into liquidation or enters a Deed of Company Arrangement or has a winding up petition presented against it or has an administrator, receiver, liquidator or like officer appointed or has execution levied against it RF Tech at its option and without prejudice to any of its other rights may take one or more of the following actions:

- a) make a written demand for the full or partial payment of all amounts payable for the goods forthwith (including GST) and the amount outstanding shall thereupon be payable immediately upon service of the said demand;
- b) require payment before or on delivery of the goods notwithstanding any terms as to payment specified; or
- c) cancel any undelivered or incomplete portion of any order; or
- d) take the goods or any part thereof which have not been paid for and dispose of them in its own interest without prejudice to any claim it may have for damages for any loss resulting from such resale, or
- e) notwithstanding any terms as to payment become entitled to immediate payment for all outstanding invoiced amounts.

3.4 If the price of the Goods is not paid within the terms stated in the Quotation, RF Tech may charge the Customer and the Customer will pay RF Tech, interest at the rate of 2% per month on the amount of any unpaid purchase price from the date payment became due until the date of payment. The Customer agrees that the interest will be payable on demand notwithstanding that the price has not been paid.**4. Shipment and Delivery**

- a) RF Tech will endeavour to have the goods delivered to the Customer within a reasonable time of any delivery date specified in any Quotation but shall have no liability whatsoever for late delivery.
- b) RF Tech shall not be responsible for any loss or theft of, or destruction of, or damage to, goods in transit.

5. Compliance to Quality Standards

RF Tech will:

- a) Provide the Goods in accordance with a quality system, being no lesser than the requirements of ISO9001;
- b) Retain records confirming the Good's compliance with a quality system for three service life of the equipment plus five (5) years.

6. Liabilities

6.1 The liability of RF Tech under this agreement whether arising from a breach of any condition or warranty implied by the Trade Practices Act 1974 (not being a condition or warranty implied by Section 69 of the Act) or any other legislation, or arising out of negligence or howsoever arising, shall be limited at the option of RF Tech to any one of the following which it may elect;

- a) the replacement of the Goods or the supply of the equivalent Goods; or
- b) the repair of the Goods; or
- c) payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
- d) the payment of the cost of having the Goods repaired, and

6.2 RF Tech shall have no liability to the Customer for, and the Customer agrees to release and indemnify RF Tech from and against:

- a) any breach of this contract or negligent act or omission unless the Customer notifies the company in writing within 10 working days of the delivery of the Goods and in the event of damage to packaging of the Goods notified to the company immediately so as to enable RF Tech to arrange rectification and thus avoid product deterioration;
- b) any loss howsoever described by the Customer including but not limited to consequential loss, loss of profit;
- c) or economic loss) incurred by the Customer arising out of or connected with the supply of Goods by RF Tech to the Customer;
- d) any loss, damage or destruction of Goods or related expense or the injury or death of any person, arising out of or connected with the supply of Goods to, or dealings with, the Customer, and;
- e) damages for late delivery of Goods or late performance of work or failure to perform any work for the Customer.

7. Warranty

RF Tech warrants that it will make good all defects in the Goods which result from defective workmanship and notified within twelve (12) calendar months after delivery provided that:

- a) the goods received have not been damaged or interfered with;
- b) the defective Goods are promptly returned after discovery of the defect free of charge to RF Tech.

8. Confidential Information

Each party may have a need to disclose to the other party confidential information relating to its business and affairs ("Confidential Information"). Neither party will disclose Confidential Information of the other to any third party without the express written consent of the originating party, nor disclose or make use of any Confidential Information other than in the performance of this Agreement. Each party shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information and will procure from any third party to whom Confidential Information is authorized an agreement containing provisions substantially similar to those set out in this Section. Either party may seek injunctive relief to enforce its rights under this Section.

9. Authorisation to Proceed

In order to proceed, the Customer will raise a Purchase Order and ensure receipt by RF Tech. The raising of a Purchase Order will be deemed to imply acceptance of these Terms and Conditions.

10. Risk and Title

Risk in the Goods passes from RF Tech to the Customer upon Delivery to the Customer. Ownership of, and unencumbered title to, the Goods or any part of the Goods passes to the Customer upon payment of all amounts owing to RF Tech

11. Governing Law

This Agreement shall be construed in accordance with and be governed by the laws enforced in the State of Queensland and the parties hereto submit to the jurisdiction of the Courts of that State for resolution of any disputes under this Agreement.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or in writing, between the parties with respect to the subject matter of this Agreement. No amendment or modification of this Agreement binds either party unless it is in writing and signed by both parties.