

# BAR CODE DATA SYSTEMS PTY LTD

ACN 002 370 452

## General Terms and Conditions of Sale

1.	<b>INTERPRETATION</b>		consent, the same shall be returned to the Buyer at the Buyer's expense.		proceeds received in respect of any Products.
	"Buyer" means the person or company placing an order with BCDS for the purchase of Products.	9.	<b>TERMS OF PAYMENT</b>	13.	<b>QUOTATIONS</b>
	"Products" means all products and merchandise supplied by BCDS in accordance with these conditions, to the Buyer or as the Buyer may direct.	9.1	Payment of Products shall be made by the buyer to BCDS on or before the seventh day after the date on which the products were invoiced, notwithstanding any claims for credit. Where payments are overdue, BCDS may, at its option, either cancel orders forthwith or suspend delivery of Products and reserve the right to charge interest at the rate of 1% over the ninety (90) days bank bill rate normally charged by ANZ, on the overdue amount, calculated daily.	14.	<b>FORCE MAJEURE</b>
	"BCDS" means Barcode Data Systems Pty Ltd ACN 002 370 452 and its successors and assigns.				BCDS shall in no circumstances be liable to the Buyer for any loss of use, loss of profit or any loss suffered by the Buyer as a result of any delay or suspension or cancellation of delivery of the Products for any reason whatsoever.
2.	<b>ORDERS</b>	9.2	The buyer agrees that BCDS has the right to make any enquiries from any credit reporting agency to ascertain the credit and financial suitability of the Buyer.	15.	<b>DEFECTS &amp; LIABILITY</b>
	These conditions shall apply to all orders for Products placed by the buyer with BCDS to the exclusion of all other terms and conditions unless otherwise expressly agreed in writing. If the terms of the Buyer's order are inconsistent with these conditions, the acceptance of the delivery of the Products by the Buyer carries with it acceptance of these Terms and Conditions of Sale.	9.3	All prices are net and are not subject to settlement, discount or retention.	15.1	The Buyer shall notify BCDS of any defects in the Products within two (2) days of delivery to the Buyer.
3.	<b>BCDS MAY DECLINE ORDERS</b>	9.4	The Buyer agrees that all costs incurred by BCDS in the recovery of unpaid accounts including commissions paid to BCDS's agents shall be paid by the Buyer.	15.2	BCDS's liability is subject to its obligations pursuant to any law of the Commonwealth of Australia, its States and Territories and is limited to replacing of the Products and confirmation of the alleged defects by BCDS.
	BCDS reserves the right to accept in whole or part any order or decline any order for Products.	9.5	All prices for Products are subject to alteration without notice and will be those prices which are on the date of despatch.	15.3	BCDS shall not have any liability if defects have been caused by abnormal or incorrect conditions for operation, use, storage pending use, accident, misuse or negligence by the Buyer, its employees, servants or agents nor if the Product is not used in accordance with BCDS's guidelines or instructions issued from time to time.
4.	<b>CANCELLATION OF ORDERS</b>	10.	<b>INDEMNITY</b>	15.4	To the extent permitted by law:
	Once lodged with BCDS, the Buyer may not cancel or delay delivery of an order without BCDS's prior written agreement. Cancellation Fees may apply.		Without prejudice to any other rights BCDS may have, the Buyer shall indemnify BCDS for any loss, damage or expense incurred by BCDS should the Buyer cancel any order or part thereof or breach any term hereof.	15.4.1	BCDS excludes all warranties, conditions, representations or obligations of whatsoever nature relating to the Products;
5.	<b>DESPATCH</b>	11.	<b>RETENTION OF TITLE</b>	15.4.2	BCDS's sole and exclusive liability is the obligation to repair or replace Products pursuant to clause 15.2. BCDS will not be liable for any loss or damage whatsoever, including incidental, special, consequential or general damages (such as, but not limited to, loss of profits, loss of business or claims by third parties) arising from any cause whatsoever and BCDS's total liability to the Buyer and generally in respect of Products shall be as set out in clause 15.2; and
	Every endeavour will be made to despatch Products ordered for immediate delivery no later than forty-eight (48) hours following receipt of the order by BCDS.	11.1	BCDS shall retain title to the Products supplied by it to the Buyer until it has received all monies which are owing by the Buyer to BCDS.	15.4.3	Rights may be conferred upon the Buyer or a customer or obligations imposed upon BCDS by state and federal legislation in Australia which cannot be excluded. If so, the above provisions should be read subject to those rights, provided that BCDS expressly limits its liability under any such legislation to the minimum extent permitted by law.
6.	<b>BACK ORDERS</b>	11.2	The Products owned by BCDS and in the possession of the Buyer shall be stored by the Buyer in such a manner as to be identifiable as the property of BCDS.	15.5	Whilst BCDS may provide technical and marketing assistance, the Buyer is responsible for advising its customers about the application of the Products, the fitness for particular purposes and their use generally.
7.	<b>DELIVERY</b>	11.3	In the event that: (a) Payment by the Buyer to BCDS is overdue; or (b) This Agreement is terminated for any reason whatsoever:  (i) BCDS shall be entitled to repossess the Products owned by it and shall also be entitled whether by itself or through its agents, without notice, to enter at any time on the Buyer's premises for this purpose; and  (ii) Until payment is made for all monies owing by the Buyer to BCDS, the Buyer shall not be entitled to dispose of, sell, charge or otherwise encumber the Products without the prior written consent of BCDS provided that nothing in this clause shall prevent the Buyer from selling Products to its customers in the ordinary course of its business.	15.6	The Buyer covenants that neither it nor its agents or employees shall make any representations, statements or warranties to customers which are different, more onerous, or inconsistent with any warranty contained in this clause 15 or with any details set out in any product literature or other publication issued by BCDS. The Buyer agrees to indemnify BCDS against and hold BCDS harmless from all or any claims, liability, obligations, losses, expenses or damages arising out of any representations, statements or warranties made by the Buyer, its agents or employees contrary to the provisions of this clause 15.
7.1	Where delivery of the Products is effected by way of part delivery, BCDS shall invoice the Buyer only for those Products delivered.				
7.2	BCDS shall not be liable for any loss or damage (including consequential loss or damage) arising from delay in delivery or failure to deliver the Products due to circumstances beyond its reasonable control and the Buyer shall accept and pay for Products notwithstanding late delivery.	11.4	If the Buyer sells the Products in a manner such that BCDS's title is extinguished or postponed, then any funds received by the Buyer from such sale shall be set aside and held in trust for BCDS and BCDS will be entitled to trace and receive the proceeds of any such sale.		
7.3	Delivery of the Products shall be deemed to be effected as follows:  FIS - when the Products are made available for unloading at the Buyers nominated delivery site from BCDS's nominated carrier.  FOB - when the Products are loaded onto the Buyer's nominated carrier's vehicle at BCDS's premises or loaded onto the carrier's vehicle usually used by BCDS.  FOR - when the Products are made available to the rail carrier.	11.5	If the Products are used in such a manner that they become a constituent part of another object then the Buyer will be deemed to have sold the Product and the Buyer agrees that the proceeds of such sale will be held upon trust for BCDS.		
7.4	The Buyer shall be responsible for and shall indemnify BCDS for loss or damage to the Products from the time of delivery until paid for in full.	12.	<b>INSURANCE</b>	16.	<b>TAXES</b>
7.5	Shortages in delivery must be reported to BCDS by the Buyer immediately upon receipt.	12.1	The Buyer will insure the Products for so long as they shall remain BCDS's property.		Any taxes, duties or Government charges (including penalties and interest) imposed upon BCDS relating to the Products shall be an additional charge to the Buyer and the Buyer will indemnify BCDS against any such liability however and whenever arising.
7.6	Products damaged upon delivery shall be reported to BCDS within seven (7) days of receipt of the Products by the Buyer.	12.2.1	BCDS will be entitled to receive insurance proceeds or trace insurance		
8.	<b>RETURN OF PRODUCTS</b>				
	No Products shall be returned without the prior consent of BCDS and then only by the carrier nominated by BCDS. Where Products are returned without such				