

1. Interpretation

1.1 In these conditions:

- a)'Seller' means Eagletrack Pty Ltd ACN 129 398 296
- b)'Buyer' means purchaser of the goods
- c)'Goods' means the products and, if any, services offered for sale by the Seller to the Buyer and described online.
- d)'Quotation' means the written or electronically generated quotation or method user by the Seller to respond to orders or request for goods by the Buyer.

2. General

2.1 These conditions that can only be waived in writing signed by the seller shall prevail over all conditions of the Buyer's order to the extent of any inconsistency.

3. Terms of Sale

3.1 The goods and all other products sold by the seller are sold on these terms and conditions

4. Sellers Quotations

4.1 Unless previously withdrawn, Quotations are open for acceptance within the period stated in them or when no period is stated, within 30 days only after its date. The Seller reserves the right to refuse any order based on a Quotation within 7 days after the receipt of the order or accepted Quotation from the Buyer.

5. Prices

5.1 All prices and fees are subject to change without notice and all orders are accepted by the Seller on Condition that they will be invoiced at the prices ruling at the date of order acceptance. All prices are strictly net unless otherwise stated and any prices shown in lists, catalogues or on websites, which may be recommended selling prices, provide no obligation on the part of the Seller to abide by those list prices. The Seller reserves the right to correct all typographical and clerical errors, which may present in the prices or specifications of the Quotation.

5.2 Unless otherwise stated, prices do not include freight, installation configuration or commissioning charges and any additional costs incurred by the Seller in freight, installation commissioning and/or configuration at the request of or as a result of delays acts or omissions occasioned by the Buyer shall be to the Buyers account.

5.3 The prices quoted by the Seller are net of all taxes, tariffs, duties and levies imposed by any government or statutory authority. All such taxes, tariffs, duties and levies are to the Buyers account and shall be paid by the Buyer on demand by the Seller. In the case of GST, the Seller will provide a tax invoice prior to seeking payment of GST.

6. Terms of Payment

6.1 The Buyer shall pay the net purchase price and any other amounts due to the Seller as agreed or stated in the Quotation or in the absence of any stated or agreed, within seven (7) days of date of invoice.

7. Packing

7.1 The cost of any special packing and packing materials used in relation to the goods are at the Buyer's expense notwithstanding that such cost may have been omitted from any Quotation.

8. Shortage

The buyer waives any claim for shortage of any Goods delivered if a claim in respect for short delivery has not been lodged with the Seller within seven (7) days from the date of receipt of Goods by the Buyer.

9. Performance

9.1 Any performance figures given by the Seller are estimates only. The Seller is under no liability for damages for failure of the Goods to attain such figures unless specifically guaranteed in writing.

9.2 The Buyer acknowledges that the operation of Goods is dependent on and effected by a range of matters outside the control of the Seller, including without limitation, the communication and tracking services and coverage provided by third parties, weather conditions, magnetic and electronic interference, shielding, terrain, radio emissions, interruptions caused by those matters and other factors as notified from time to time by the Seller to Buyers including notification via the Sellers website, promotional material, quotations and specifications. The Buyer agrees with Seller as follows:

- a) To the fullest extent permitted by the law, the Buyer releases the Seller from all claims, suits, actions and demands which arise out of or in connection with the External Factors and the effect of any of them on the operation of the Goods,
- b) that the Seller gives no warranty or representation of uninterrupted, continuous or error free operation of, or communication with the Goods; and
- c) to indemnify the Seller from and against all claims, suits, actions, demands, costs and expenses arising out of or in connection with the External factors and effect of any of them on the operation of the Goods.

10. Delivery

10.1 The delivery time made known to the Buyer are estimates only and the Seller is not liable for late delivery or non-delivery.

10.2 The Seller is not liable for any loss, damage or delay occasioned to the Buyer or its customers arising from late or non-delivery or late installation of Goods.

10.3 The Seller may at its option deliver the goods to the buyer in any number of installments unless there is an endorsement on the Quotation to the effect that the Buyer will not take delivery installments.

10.4 Shipment after receipt of funds.

11. Loss or Damage in Transit

11.1 The Seller is not responsible to the Buyer or any person claiming through the Buyer for any loss or damage to Goods in transit cause by any event of any kind by any person (whether or not the Seller is legally responsible for the person who caused or contributed to that loss or damage).

11.2 The Seller must provide the Buyer with such assistance as may be necessary to press claims on carriers so as long as the Buyer:

- a) has notified the Seller and carriers in writing immediately after loss or damage is discovered on receipt of goods
- b) lodges a claim for compensation on the carrier within three (3) days of the date of receipt of the Goods

12. Guarantee

12.1 The Sellers liability for Goods manufactured by it is limited to making good any defects by repairing the defects or at the Sellers option by replacement, within a period not exceeding twelve (12) calendar months after the Goods have been dispatched or made available for collection (whichever is earlier) so long as:

- a) defects have risen solely from faulty materials or workmanship
- b) defects have not been caused or contributed to by installation, configuration or commissioning of the Goods by any person other than the Seller
- c) the seals of any kind used by the buyer remain unbroken
- d) the defective parts are promptly returned free of cost to the Seller

12.2 The Seller is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the Goods arising out of the Sellers negligence in any way.

12.3 The Sellers liability for breach of a condition or warranty implied by Div 2 of Pt V of the Trade Practices Act 1974 (other than s 69) is limited to:

- a) in the case of Goods, any one or more of the following:
 - i) the replacement of the Goods or the supply of equivalent Goods;
 - ii) the repair of Goods
 - iii) the payment of the cost of replacing Goods or of acquiring equivalent Goods;
 - iv) the payment of the cost of having the goods repaired

13. Rights in Relation to the Goods

13.1 In connection the Goods while they remain the property of the Seller, the Buyer agrees with the Seller that:

- a) the buyer has no right or claim to any interest in the Goods to secure any liquidated or unliquidated debt or obligation the Seller owes to the Buyer;
- b) the Buyer cannot claim any lien over the Goods;
- c) the Buyer will not create any absolute or defeasible interest in the Goods in relation to any third party except as may be authorized by the Seller;
- d) where the Buyer is in actual constructive possession of the Goods:
 - i) the Buyer will not deliver them or any document of title to the Goods to any person except as director by the Seller
 - ii) it is in possession of the Goods as a bailee of the Goods and owes the Seller the duties and liabilities of a bailee

13.2 In Connection with the Goods, the Seller states to the Buyer that:

- a) the Seller has the right to supply the Goods to the Buyer
- b) if the Goods are not owned by the Seller, that the Seller is authorized to supply the Goods to the Buyer

13.3 The Seller and Buyer agree that:

- a) the property of the Seller in the Goods remain with the Seller until the Seller has been paid for in full for all Goods under all individual contracts for the supply of Goods between the Seller and the Buyer
- b) the buyer is the bailee of the Goods until such time as property in them passes to the Buyer and that this bailment continues in relation to each of the Goods until the price of the Goods has been paid in full.

13.4 Pending payment in full for the Goods, the Buyer:

- a) must not supply any of the Goods to any person outside of its ordinary or usual course of business
- b) must not allow any person to have or acquire any security interest on the Goods;
- c) must insure the Goods for their full insurable or replacement value (whichever is higher) with an insurer licensed or authorized to conduct the business of insurance in the place where the Buyer carries out business;
- d) must not remove, deface or obliterate any identifying plate, mark or number on any of the goods

14. Returned Goods

14.1 The Seller will not be under any duty to accept goods returned by the Buyer and will do so only in terms to be agreed in writing in each individual case

14.2 If the Seller agrees to accept the returned Goods from the Buyer under para (a) of this clause, the Buyer must return the Goods to the Seller at the Sellers places of business.