

Terms and Conditions RF TECHNOLOGY PTY LTD (ACN 131764148) and its subsidiaries including RF Technology Americas Inc.

1. General

All orders for products ("Products") will be accepted by RF Technology Pty Ltd ('RFT' which term includes its subsidiaries RF Technology Americas Inc) subject to these terms and conditions of sale. Any person who places orders for Products with RFT ("Customer") is bound by these terms and conditions. No other terms will apply unless agreed in writing by an authorised signatory of RFT. RFT reserves the right to amend these terms and conditions at any time.

2. Products

In all orders, RFT will supply a product description alongside a supplier's in-house part number/code. It is the Customer's responsibility to check that these correspond and supply accordingly. RFT reserves the right to change or discontinue any product at any time, without notice.

3. Prices

The prices of Products and Services will be sold to Customers at the prices set out in the relevant RFT quotation. RFT reserves the right to change prices without prior notice at any time. All transactions are made in Australian Dollars.

4. GST

"GST" means the goods and services tax under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). All quotes include the tax on the supply of goods and services. of 10%.

5. Payment

An invoice will be supplied soon after a quotation has been confirmed by a Customer. RF requests that half (50%) of the invoice to be paid before an order is dispatched.

Credit terms (subject to satisfactory references and RS's absolute discretion) are available. If credit has been granted, the Customer must pay the balance of the order plus the freight charge, by the 45th day of the month following the month in which the relevant order is dispatched. All payments must be made without any set-off, deduction or counterclaim.

If any sum is not paid on the due date for payment:

- a. All sums then outstanding from the Customer will immediately become due and payable notwithstanding that such sums would not otherwise be due until a later date;
- b. The Customer will be liable to pay all expenses and legal costs incurred by RFT in relation to obtaining or seeking to obtain an appropriate remedy; and
- c. RFT may charge the Customer interest calculated on the unpaid amount and accrued during the period from the due date until payment is made in full (whether before or after judgment) at the rate of two per cent per month, compounded monthly.

6. Cancellations and Returns

Once accepted by RFT, an order may not be cancelled. However, RFT may allow an order to be cancelled only at its discretion, subject to a recovery of costs from the Customer. If only part of an order is cancelled, RFT may invoice the Customer any difference in selling price per unit

applicable to the quantity actually dispatched prior to cancellation compared to the quantity ordered.

The Customer may only cancel or amend scheduled orders if notice is received in writing at least 14 days prior to the next delivery date.

The Customer may only return Products to RFT for a change of mind or for incorrect ordering, and receive a credit or refund, on the following conditions: The Customer must contact RFT in advance, via email and obtain the prior consent of RFT as well as a returns number (to be quoted on all returned paperwork).

Returns must be made within 30 days of the date of delivery (as stated on the delivery documentation). Products must be returned to RFT in their original packaging, unused and in a condition which will enable them to be immediately fit for re-sale.

Products must be adequately packed and dispatched freight prepaid, clearly labelled, to RF Technology Pty Ltd, Unit 46, 7 Sefton Rd, Thornleigh NSW 2120. Products accepted for return will be credited at invoice value. RFT reserves the right to apply a handling charge of 25% of invoice value.

7. Warranty

Apart from the non-excludable rights under the Australian Consumer Law, RFT's goods come with a warranty that includes replacement repair or refund at its discretion. All goods returned under warranty must follow the RMA process which includes but is not limited to completion of the RMA form. Failure to specify details of the fault sufficient to replicate same will lead to a charge being made for diagnostics. The goods will be repaired or replaced if they fail meet the criteria set out in the product test report as tested by RFT. In the event goods are found to pass the criteria set out in the test report then it is acknowledged that warranty will not apply and RFT will charge a diagnostic fee and charge for the time taken to verify the performance of the product.

These warranties shall not apply to any defect which arises from interface with third party equipment, improper use, failure to follow the product instructions, or any repair or modification made without the consent of RFT. The Customer must return the defective Products after contacting RFT via email and obtaining a returns number.

Save as expressly provided in these terms and conditions, all implied warranties, terms and conditions concerning the supply of Products and/or Services are excluded to the fullest extent permitted by law (including, without limitation, the implied terms of satisfactory quality, fitness for purpose and provision of services with reasonable care and skill). The Customer acknowledges that it is responsible for ensuring that the Products and Services it orders are fit for the purposes for which it intends to use them.

8. Liability

To the extent permitted by the law, RFT shall not be under any liability for damage, losses (whether direct, indirect or consequential), expenses, liabilities, injuries, loss of profits, business or economic loss, depletion of goodwill, costs (including legal costs), claims, demands, proceedings, judgments or otherwise resulting from the failure to give advice or information or

the giving of incorrect advice or information whether or not due to its negligence or that of its employees, agents or sub-contractors.

9. Force Majeure

In the case of a force majeure event, i.e. one that is beyond reasonable control and RFT is prevented or restricted from carrying out all or any of its obligations, RFT shall be relieved of its obligations during the period that such event continues, and shall not be liable for any delay and/or failure in the performance of its obligations during the period in which it occurs. A force majeure event may include, strikes, traffic congestion, the downtime of any external line, or RFT's inability to procure services, materials or articles required for the performance of the contract except at enhanced prices. If the force majeure event continues for a period longer than 14 days, RFT may cancel the affected order or cancel the whole or any part of these terms and conditions, without any liability to the Customer.

10. Intellectual Property

The supply of goods or services to the purchaser does not constitute a transfer of any intellectual property rights in the goods or services of any part thereof. The Customer shall not do anything inconsistent with or in infringement of such intellectual property rights including but not limited to the de-compilation, disassembly and re-engineering thereof.

11. Legal Jurisdiction

Any agreement with RFT will be governed by and construed in accordance with the laws of New South Wales, Australia.