

Terms and Conditions

Unless otherwise agreed in writing and signed on behalf of Logic Wireless Limited ("Logic Wireless") all goods and services ("goods") provided by Logic Wireless to a customer ("Customer") shall be supplied in accordance with the terms and conditions set out below:

1.0 Pricing

- 1.1 All prices listed are in New Zealand dollars and exclusive of GST. All taxes, duties and shipping expenses are in addition to prices shown.
- 1.2 Prices and specifications are subject to change without notice. Logic Wireless will use its best endeavours to notify Customers of price increases 30 days prior to any changes.

2.0 Payment Terms

- 2.1 All payments are due in cash upon delivery. If a credit account has been approved in writing by Logic Wireless payment is due on the 20th of the month following the date of the invoice. Payment shall be made without any setoff, deduction or counterclaim.
- 2.2 Logic Wireless may terminate or suspend further deliveries should the Customer fail to comply strictly with payment terms and Logic Wireless may charge interest at the rate of the Bank of New Zealand's base rate at the date of default plus 10% on any amount which remains unpaid from the due date for payment until the date of payment of all arrears and interest.
- 2.3 The Customer shall be liable for all costs incurred by Logic Wireless in recovering amounts owing by the Customer (including legal costs on a solicitor/client basis).

3.0 Passing of Risk and Transfer of Title

- 3.1 The goods will be at the Customer's risk immediately on delivery. The Customer will insure the goods at full replacement value until legal and beneficial ownership of them has passed to the Customer. If the goods are damaged or destroyed before legal and beneficial ownership of them has passed to the Customer, the Customer will hold the proceeds of such insurance in a separate fund and on trust for Logic Wireless.
- 3.2 Legal and beneficial ownership of the goods will remain with Logic Wireless until payment in full is made for the goods and for all other amounts owing by the Customer to Logic Wireless. Until legal and beneficial ownership of the goods has passed to the Customer, the Customer will store the goods separately from other goods.
- 3.3 Without prejudice to any other remedies of Logic Wireless, if any amount payable by the Customer to Logic Wireless is overdue or the Customer becomes insolvent, commits an act of bankruptcy, has a receiver appointed over all or any part of the assets of the Customer, makes or is likely to make an arrangement with its creditors, has a liquidator (provisional or otherwise) appointed or is placed under statutory or official management, then:
 - 3.3.1 Logic Wireless may cancel any outstanding order with the Customer; and
 - 3.3.2 Any moneys payable by the Customer to Logic Wireless whether due for payment or not shall become immediately due and payable; and
 - 3.3.3 Logic Wireless reserves the right, and the Customer hereby irrevocably provides consent to Logic Wireless, to enter (whether forcibly or otherwise) by its employees or duly authorised agents onto the Customer's premises, or onto any premises where goods owned by Logic Wireless are reasonably thought to be stored and repossess and subsequently resell such goods.
- 3.4 Notwithstanding any period of credit, if the Customer wishes to sell the goods before ownership of them has passed, the Customer may do so as principal in relation to the sub-purchaser and as agent as between Logic Wireless and the Customer. The Customer has no right to commit Logic Wireless to any contractual relationship with any third party. The Customer will account to Logic Wireless for the proceeds of such sales and the Customer will ensure that, until its has accounted for them, such proceeds are at all times identifiable, held in a separate fund on trust for Logic Wireless and can at the request of Logic Wireless be paid to Logic Wireless.
- 3.5 As security for all obligations that the Customer may owe to Logic Wireless from time to time the Customer hereby grants Logic Wireless a security interest under the PPSA in all goods supplied by Logic Wireless to the Customer from time to time and in the proceeds of all such goods as well as in any negotiable instrument representing any such proceeds.
- 3.6 The Customer will provide Logic Wireless on request with all information necessary for the registration of Logic Wireless's security interest in terms of the PPSA.
- 3.7 The Customer hereby waives its right in terms of Section 148 of the PPSA to receive a copy of a verification statement.

4.0 Purchase Orders and Delivery

- 4.1 The submission of a purchase order by the Customer to Logic Wireless shall constitute agreement by the Customer to complete the purchase of the goods in accordance with these terms and conditions. Customer purchase orders are subject to correction and corrections shall be notified to the Customer by Logic Wireless if required.
- 4.2 Goods may be delivered in instalments at different times and each delivery shall be deemed to be for a separate purchase order and paid for in accordance with these terms and conditions. Freight terms are F.O.B Logic Wireless's warehouse.
- 4.3 Logic Wireless provides no guarantee as to time for delivery and the Customer may not reject goods or claim damages for late delivery due to any cause beyond the control of Logic Wireless.

5.0 Returns

- 5.1 Any request from a Customer for return and credit for goods supplied must be made to Logic Wireless within 10 days of delivery to the Customer or its agent. Acceptance of a request for return and credit and issue of a credit authorization shall be at the sole discretion of Logic Wireless.

- 5.2 Goods will not be accepted back without prior credit authorisation by Logic Wireless and the Customer must return the goods, freight paid and in original condition and packaging including documentation and invoices to Logic Wireless's warehouse. Nonstandard goods or goods specifically developed for a Customer may not be returned.

6.0 Warranty

- 6.1 Logic Wireless warrants that for a period of 12 months from the date of its invoice, its goods will meet the nominal performance criteria stated in Logic Wireless's printed material and will be free from defects in material and workmanship. Claimed defective goods must be returned freight paid to Logic Wireless's warehouse for inspection and if defective Logic Wireless shall, at its option, repair or replace the defective goods.
- 6.2 The warranty shall be voided if any repair, replacement or alteration is made or attempted on any Logic Wireless goods by anyone other than authorised Logic Wireless personnel at Logic Wireless's warehouse without Logic Wireless's prior written consent or if there has been any improper installation, neglect, misuse or misapplication of the goods.
- 6.3 Logic Wireless makes no warranty:
 - 6.3.1 To anyone who purchases or acquires any Logic Wireless goods from any source other than Logic Wireless;
 - 6.3.2 To anyone who purchases, acquires or uses any other manufacturer's product in which any Logic Wireless goods are a component;
 - 6.3.3 With regard to any other manufacturer's product used as a component in any Logic Wireless goods;
 - 6.3.4 For goods supplied by Logic Wireless but not manufactured by Logic Wireless. The warranty for such goods shall be the warranty offered by the manufacturer of the product but Logic Wireless shall not be required to seek to enforce the terms of the manufacturer's warranty for the benefit of the Customer.
- 6.4 Logic Wireless shall not be liable for any loss, damage, expense or injury of any sort whatsoever consequential upon or indirectly or otherwise arising out of or in connection with the installation, use or failure of the goods sold or any defect in them or from any other cause.
- 6.5 Except as expressly stated in these terms and conditions all other warranties are expressly excluded to the extent permissible by law including, but not limited to, any guarantees contained in the Consumer Guarantees Act 1993 which are excluded upon the basis that the goods supplied by Logic Wireless pursuant to these terms and conditions are supplied to a business.

7.0 Intellectual Property Rights

- 7.1 The sale of any goods by Logic Wireless to the Customer does not constitute a transfer of any intellectual property rights in the goods or any part of the goods and shall not grant or transfer to the purchaser any licence or intellectual property rights owned or controlled by Logic Wireless or under which Logic Wireless has a licence.
- 7.2 Logic Wireless does not warrant that the supply by it and the use by a Customer of goods supplied by Logic Wireless does not and will not infringe the intellectual property rights of any third party and the Customer shall indemnify Logic Wireless against all costs (including solicitor client costs), expenses, damages, losses or claims resulting from the later sale or use of goods supplied by Logic Wireless as a component in any process or in combination with any other components by the Customer or a third party.

8.0 Acceptance

- 8.1 Unless otherwise agreed in writing and signed on behalf of Logic Wireless all goods and services provided by Logic Wireless to a Customer shall be supplied in accordance with these terms and conditions. In the absence of a written acceptance of these terms and conditions by the Customer, acceptance of any goods by the Customer shall constitute acceptance of these terms and conditions notwithstanding any contrary or inconsistent oral communication. The failure by Logic Wireless to object to any contrary or inconsistent provisions contained in any request for proposal, purchase order or other written communication from the Customer shall not be deemed a waiver or modification of these terms and conditions or acceptance by Logic Wireless of any such contrary or inconsistent provisions. Any act or omission by Logic Wireless which may be construed as a waiver of any of these terms and conditions shall be deemed as non-continuing in nature and not deemed a waiver of future applications of the terms and conditions.

9.0 Guarantee

- 9.1 In consideration of Logic Wireless Limited supplying goods to the Customer at the request of the directors of the Customer the Directors of the Customer jointly and severally guarantee payment of all amounts owing to Logic Wireless Limited pursuant to these terms and conditions and no release, delay or other indulgence given to the Customer by Logic Wireless shall release, prejudice or affect the liability of the directors as a guarantor.

10.0 General

- 10.1 Each clause in these terms and conditions is severable and if any clause is held to be illegal or unenforceable then the remaining clauses will remain in full force and effect.
- 10.2 These terms and conditions shall be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand Courts shall have exclusive jurisdiction over any dispute in relation to these terms and conditions.