

THE STANDARD TERMS OF TRADE OF DATACOL SOLUTIONS LTD.

1. **These Terms Of Trade:** apply to all sales of goods and services by DataCol Solutions Ltd. [DataCol] and any order placed with DataCol constitutes your agreement to be bound by them.
2. Unless DataCol has agreed in writing to vary any of these terms, then any purported variation shall be ineffective. The failure of DataCol to enforce any of these Terms of Trade or to exercise any right hereunder will not constitute a waiver of any term, condition or right. DataCol reserves the right to accept any order in whole or in part of or to refuse any order in whole or in part.
3. **Delivery:** Delivery shall be deemed to have occurred and risk passed when:
 - a. The goods have been collected by a carrier for transport to the Customer; or
 - b. The Goods have been collected by the Customer; or
 - c. Seven days after the Customer has been advised that the Goods are available for collection at the premises of DataCol.
4. **Payment Terms:** Payment by customers with an approved account, unless otherwise confirmed in writing by DataCol is strictly 14 days following the invoice date. A deposit will be required with orders for any goods manufactured by Unitech or Baracoda irrespective of your normal account terms. Cash sale payments are due prior to the production of the goods or on collection of the goods.

PLEASE NOTE: DataCol Solutions policy on overdue payments:

- I. Credit facilities are likely to be withdrawn without notice where payment is overdue.
 - II. Credit facilities will be withdrawn without notice where payment is 15 days overdue.
 - III. Persistent slow payment will result in the permanent closure of credit facilities.
5. **Withheld Payments:** No payment shall be withheld for any disputed portion of an account unless full details of the dispute are sent to DataCol including supporting documentation within 7 days from receipt of disputed invoice.
 6. **Collection Costs:** The customer shall pay all costs, charges and expenses (including legal costs as between solicitor and client) incurred by DataCol in consequence of or in connection with any breach or default by the customer in the performance or observance of any of these conditions or their enforcement.
 7. **Reservation of Title:** Legal title and property in all goods sold by DataCol to the Customer [“the products”] shall not pass on delivery but shall remain with DataCol until payment in cleared funds for the products has been received by DataCol. Until property and title in the products passes, the Customer may sell or deal with the products in a fiduciary capacity only in the ordinary course of the Customers business, at full market value, for and on behalf of the DataCol. Until DataCol has been paid in full for all the products, all monies received by the Customer on the sale or other realisation of the products shall be the property of DataCol and such monies shall be kept separate, accounted for and identified as being monies held by the Customer on trust for DataCol to be paid or applied only as DataCol directs. This provision is without prejudice to any rights or remedies of DataCol.
 8. **Property Securities:** The Customer agrees in relation to the Personal Property Securities Act 1999 (“PPSA”):
 - a. That until ownership in the Goods passes to the Customer, DataCol has a security interest in respect of the Goods and the proceeds of sale of the Goods which it may register under PPSA; and
 - b. The Customer waives its right to receive a copy of any verification statement or financing change relating to any security interest held by DataCol ; and
 - c. The Customer will provide all information and take all steps requested by DataCol to enable DataCol to maintain its security interest as a first charge in the Goods; and
 - d. DataCol may allocate monies received from the Customer towards such outstanding accounts, charges and expenses owed to DataCol in such priority as DataCol determines.

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9. **General Lien:** DataCol will in respect of all unpaid debts due from the Customer have a general lien on all goods and property of the customer in their hands and shall be entitled upon the expiry of 14 days notice, to dispose of such goods or property as they think fit and apply the proceeds towards such debts.
10. **Warranty:** Manufacturers warranty applies where applicable.
11. **Claims:** Any complaint must be made in writing and received by DataCol within 7 days of delivery of goods. All goods and services for which no claim has been received within that period shall be conclusively deemed to comply with all express and implied warranties.
12. **Bespoke Orders:** Any order that is bespoke to the customer or has been personalised in any way cannot be returned unless DataCol has previously accepted, in writing, there is a fault with the product and it should be returned.
13. **Intellectual Property Rights:** Where DataCol has designed, drawn or written goods for the customer whilst fulfilling a customer's order then the copyright in these designs, drawings and documents shall remain vested in DataCol and shall only be used by the customer at DataCol Solutions Ltd discretion.
14. **Cancellations:** Orders cannot be cancelled except upon terms which will compensate DataCol for all expenses incurred and otherwise protect against loss including loss of profit.
15. **Returned Goods:** Return shall be deemed to have occurred and risk passed from the Customer when:
 - a. The goods have been delivered to premises of DataCol by a carrier for transport from the Customer; or
 - b. The Goods have been collected from the Customer by a staff member or accredited representative of DataCol.
16. **Suitability of Product:** The customer is responsible to ensure the products ordered are suitable for the purpose of the intended use. Any description of goods contained in any document, contract or quotation is given by way of identification only and use of such description shall not constitute any contract or sale by description. All self adhesive labels are sold with the understanding that the purchaser has tested and assessed that the material quoted is suitable for the intended task.
17. **Datacol Shall Not Be Liable For:** Any indirect, special, incidental or consequential damages whether based in contract, tort or any other legal ground or theory, or the cost of substitute goods. Consequential damages for the purpose of this agreement shall include, without limitation:
 - a. Loss of use, income or profit, or losses sustained as a result of the injury (including death) to any person or loss or damage to property, including, without limitation, material manufactured, processed or labelled by the use of the products; and/or
 - b. Damages arising out of or in connection with delays in delivery, DataCol performance, non-performance or breach of contract, defects in the products, failure of the products to perform properly or non conformance of the products with specifications or the operation, use, installation, repair or replacement of the products.
18. **Construction of Contracts:** The validity, interpretation and performance of any contract for the sale of products by DataCol to the Purchaser shall be governed by and constructed in accordance with the laws of New Zealand.
19. **Disputes:** Any dispute between the parties arising under this agreement shall be resolved by an arbitrator appointed under the provisions of the Arbitration Act 1996.