

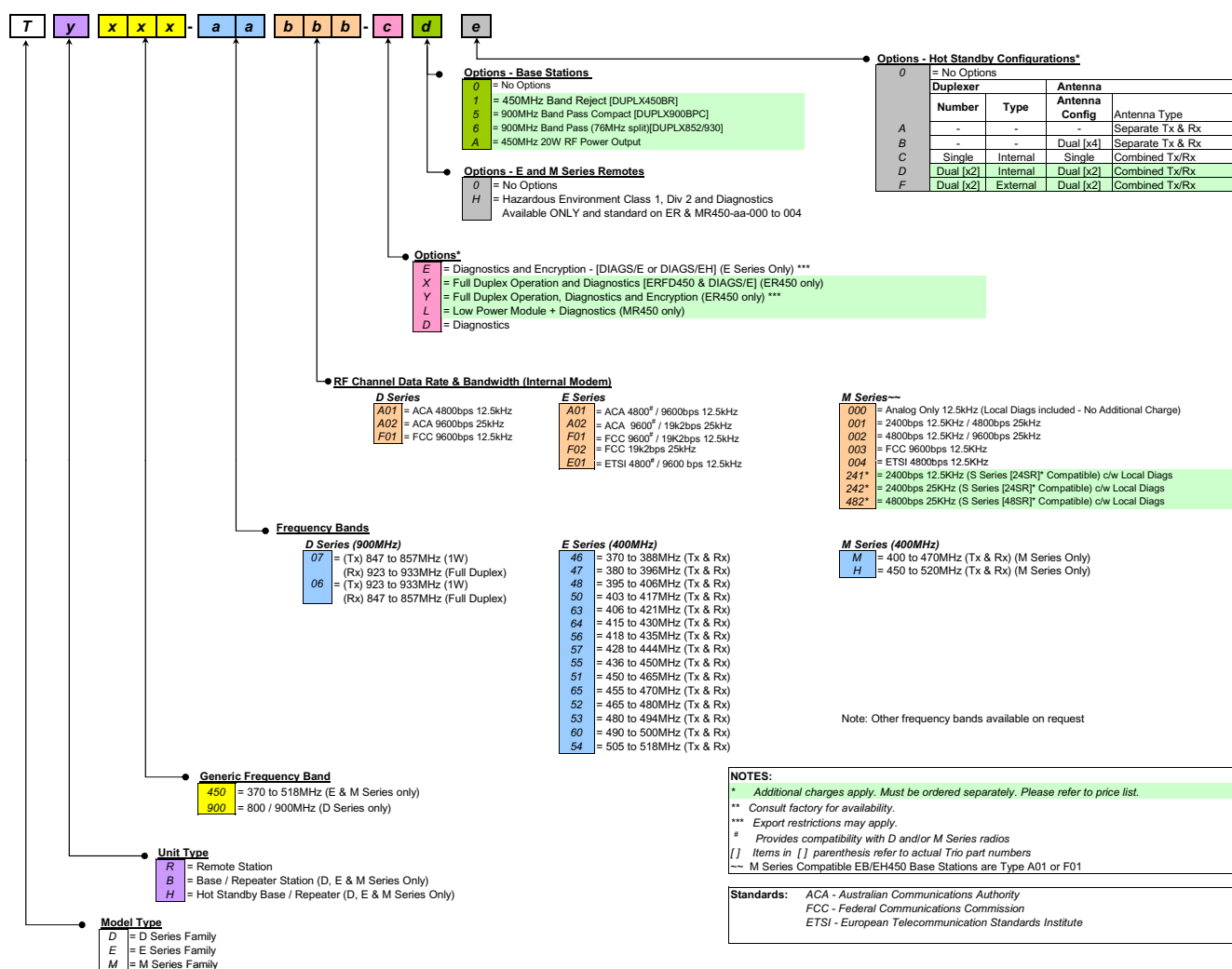
Ordering Information and Conditions of Sale

Trio Datacom's order codes are designed for flexibility and simplicity to ensure you receive the correct equipment for your project. The following order code tables allow for choices in model, type, data rate, frequency, radio bandwidth and options. All boxes must be completed.



Licensed Data Radio Products

D, E & M Series Data Radios - Part Number Matrix = Tyxxx-aabb-cde



Example:

E R 4 5 0 - 5 1 A 0 2 - D H 0

The example shown specifies: E Series, Remote Radio, generic 450MHz band, with a specific frequency of 450MHz to 465MHz, a 9600/19200bps modem, with a bandwidth of 25kHz, diagnostics and Class 1, Div 2 Hazardous Approval (standard).

Dwg / Ver: 184-56-0000-F

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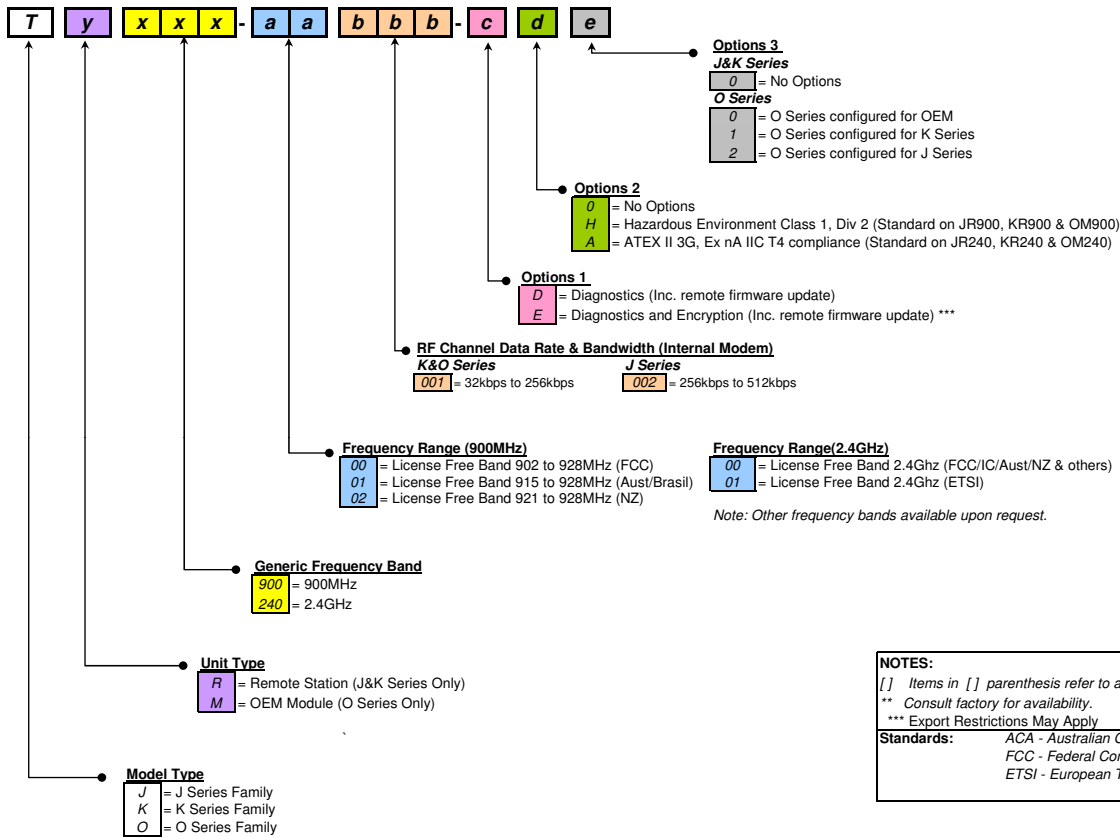
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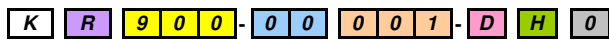
Ordering Information and Conditions of Sale

License Free Data Radio Products

J, K & O Series License Free Data Radios - Part Number Matrix = Tyxxx-aabb-cde



Example:



The example shown specifies: K Series, Remote Radio, 900MHz band, FCC, configurable 32kbps to 256kbps modem, with diagnostics and Class 1, Div 2 Hazardous Approval (standard).

Dwg / Ver: 194-56-0000-H

Standard Conditions of Sale

1. SCOPE

These Terms and Conditions of Sale shall apply where goods and services are supplied by Trio Datacom Pty Ltd ABN 51 125 008 013 (herein called "Trio") to the Buyer ("the Buyer")

2. INTERPRETATION

In these Terms and conditions, unless the context otherwise requires:-

- The "Buyer" shall mean and include the buyer, his executors, administrators and assigns or if a corporation the buyer, its successors and assigns, and where there are two or more persons and/or corporations comprising the buyer shall mean and include them and each of them and each of their respective executors, administrators, successors and assigns.
- "Defects" means any failure of equipment.
- "Equipment" means the equipment supplied by Trio.
- "Goods" means equipment and software.
- "Services" means any services supplied by Trio.
- Headings used in these Terms and Conditions of Sale are included for convenience only and shall not effect the construction of this document.
- Words importing the singular include the plural and vice versa and words of one gender include all genders.

3. PAYMENT

- Invoice charges are due and payable within 30days from the date of the invoice;
- Each Invoice shall be considered a separate and independent transaction with payment being made accordingly;
- Payment shall be made in Australian dollars (A\$);
- Prepayments and progress payments may be required against Invoices or goods and services which have not been delivered.
- Without prejudice to any other rights, Trio reserves the right to charge interest at the rate of 18% on all overdue accounts.

4. PRICE

The price given by Trio may be varied at any time prior to delivery to take into account increased costs to Trio, including anticipated costs associated with manufacture, distribution, transportation, warehousing, delivery, insurance, variations in Trio's standard price list and any variation in the exchange rate as of at the date of the proposal.

5. TITLE

- Title to the equipment will pass to the Buyer upon payment of the full price and any additional charges and any interest due under these Terms and Conditions of Sale.
- Title to software will not pass to the Buyer and shall be governed by a separate licence agreement.

6. RISK

- All prices are FOB and risk of loss or damage to the goods passes to the Buyer from the time of dispatch of the goods from Trio's premises;
- Between delivery of the goods to the Buyer's premises and the passing of title under clause 5.1, the Buyer will insure the goods with a reputable insurance company in favour of Trio in amount equal to its replacement costs against all risk of loss or damage due to any cause.

7. TERMINATION

Without limiting the generality of these Terms and Conditions of Sale if the buyer:-

- Fails to pay any monies due under the Trio invoice for a period of seven (7) days;
- Breaches any Terms and Conditions;
- Disposes of or deals with the equipment before all monies due to Trio are paid;
- Becomes threatened or resolves to become or is in jeopardy of becoming subject to any forms of insolvency with administration;
- Being in a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;
- Being a natural person dies;
- Ceased or threatens to cease conducting its business in the normal manner.

Trio may immediately and without notice:-

- Repossess any of its goods in the possession, custody or control of the Buyer;
- Retain any monies paid;
- Charge a reasonable sum for work or services performed in respect of which work a partial sum or no sum has been previously charged;
- Be regarded as discharged from any further obligations under these Terms and Conditions; and
- Seek any additional or alternative remedies provided by law including but not limited to the resale of the goods.

8. ASSIGNMENT

The Buyer shall not deal with a benefit of the goods the subject of these Terms and Conditions of Sale (whether by assignment or otherwise) without Trio's written consent.

9. MINIMUM ORDER

Trio reserves the right to charge a minimum amount on each and every invoice.

10. PRE-DELIVERY TESTING

- Trio shall test the goods prior to delivery in accordance with its established standard procedures.
- Trio is not required to submit the goods to any form of testing beyond its established standard procedures.

11. DELIVERY

- The customer should nominate their preferred on-forwarding agent. Where no freight forwarding is nominated, Trio will use their preferred forwarding agent and advise relevant changes.
- Trio will not be responsible for any loss or damage caused by delay or non-delivery of any of the goods or performance of services and any additional costs incurred by Trio caused by events beyond its control shall be charged to the Buyer.

12. LIABILITY

- 12.1 Except as expressly provided to the contrary by these Terms and Conditions of Sale, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating any way to the goods and services or to these Terms and Conditions of Sale, are excluded unless confirmed in writing. Without limiting the generality of the preceding sentence. Trio shall not be under any liability to the Buyer in respect of any loss or damage (including consequential loss or damage) however caused, which may be suffered or incurred or which may goods and services or the failure or omission on the part of Trio to comply with its obligations under these Terms and Conditions of Sale.
- 12.2 Where any Act of Parliament implies these Terms and Conditions of sale any term, condition or warranty and that Act avoids or prohibits in a contract excluding or modifying the application of or exercise of, or liability under such term, condition or warranty, such term, condition or warranty shall be deemed to be included as part of these Terms and Conditions of Sale. However, the liability of Trio for any breach of such terms, condition or warranty shall be limited, at the option of Trio, to any one or more of the following:-
- a) If the breach relates to equipment:-
 - i the replacement of the equipment or the supply of equivalent equipment;
 - ii the repair of such equipment;
 - iii the payment of the cost of replacing the equipment or of acquiring equivalent equipment; or
 - iv the payment of the cost of having the equipment repaired; and
 - b) if the breach relates to software;
 - i the replacement of the software or supply of equivalent software;
 - ii the modification of the software;
 - iii the payment of the cost of replacing the software or modifying the software to perform in accordance with the functional specification;
 - iv to make available to the Buyer instructions to enable the Buyer to modify the software; and
 - c) if the breach relates to services;
 - i if the breach relates to services;
 - ii the payment of the cost of having the services supplied again.

In addition to the limitations set out above, the liability of Trio to the Buyer arising out of negligence shall not exceed the lesser of either the sum of \$20,000 or the price paid or payable under this contract.

- 12.3 Trio shall not be liable for damages, losses, costs, injury or harm sustained or incurred by the buyer as a consequence of or resulting directly or indirectly from the breach of any representations, warranties or conditions made or contained herein in respect of any goods, software or services which:-
- a) the buyer does not operate in accordance with the instructions set out in the relevant product specification or any other instructions notified to the buyer by Trio;
 - b) is subjected to unreasonable physical environmental or electrical stress;
 - c) has had its original identification marks removed or altered;
 - d) is negligently used or is abused or misused;
 - e) is, after despatch from Trio's premises, affected by fire, flood water damage, wind, lightning, impact or any other act of God;
 - f) is operated by the Buyer in an environment other than that stipulated by Trio;
 - g) is unable to be maintained due to the Buyer's failure to provide accessibility to Trio when so required by Trio;
 - h) is returned to Trio for repair or replacement not in accordance with Trio's reasonable delivery instructions; or
 - i) is altered or modified by any other than Trio without Trio's approval.
- 12.4 Title in any replaced goods will revert to or remain with Trio.

13. WARRANTIES

- 13.1 Trio does not warrant that the software will be error free in all circumstances of its use and under all possible conditions of software and hardware whether it be software or hardware supplied by Trio or by a third party.
- 13.2 Subject to clause 12 herein:-
- i The Buyer warrants that it has not relied on any representation made by Trio which has not been stated expressly in these Terms and Conditions of Sale or upon any descriptions or illustrations or contained in any functional specification document, including any catalogues or publicity material produced by Trio.
 - ii The Buyer warrants that it has not relied on Trio's skill or judgement or written or oral representations in deciding whether the goods are fit for a particular purpose or shall meet criteria.
 - iii Trio does not give any warranty for goods or services supplied by Trio which are manufactured by a third party or supplied by Trio on behalf of a third party of which notice has been given to the Buyer and the Buyer shall rely on warranties given by the third party.
- 13.3 All equipment supplied by Trio after 1 Jan 2009 is warranted against faulty workmanship and parts for a period of three (3) years from the date of delivery to the customer. Equipment supplied prior to 1 Jan 2009 is warranted for a period of one (1) year from the date of delivery to the customer. During the warranty period Trio shall, at its option, repair or replace faulty parts or equipment provided the fault has not been caused by misuse, accident, deliberate damage, abnormal atmosphere, liquid immersion or lightning discharge; or where attempts have been made by unauthorised persons to repair or modify the equipment. The warranty does not cover modifications to software. All equipment for repair under warranty must be returned freight paid to Trio or to such other place as Trio shall nominate. Following repair or replacement the equipment shall be returned to the customer freight forward. If it is not possible due to the nature of the equipment for it to be returned to Trio, then such expenses as may be incurred by Trio servicing the equipment in situ shall be chargeable to the customer. When equipment for repair does not qualify for repair for replacement under warranty, repairs shall be performed at the prevailing costs for parts and labour. Under no circumstances shall Trio liability extend beyond the above or shall Trio, its principals, servants or agents be liable for the consequential damages caused by the failure or malfunction of any equipment.

14. CONFIDENTIALITY

- 14.1 The Buyer acknowledges the confidential nature of, and Trio's intellectual and industrial property rights in the technology and design of the goods and items associated with the goods including, but not limited to, documentation, forms, trade marks, instructions, operating manuals and other information.
- 14.2 The Buyer shall not, without Trio's prior consent in writing, copy or cause to be copied or disclosed any details of such technology, design or items to a third party.
- 14.3 The Buyer may only make use of such details to the extent necessary to enable the goods to be used in a manner reasonably contemplated by Trio.
- 14.4 The Buyer may only disclose such details of those of its employees by whom such details are required to enable the goods to be used in a manner reasonable contemplated by Trio.
- 14.5 The Buyer acknowledges that any discoveries, inventions, patents, designs or other rights

arising directly or indirectly out of the agreement arising from the sale of the goods and services are the property of Trio.

- 14.6 The Buyer's obligations under this clause shall survive the termination of this agreement.

15. CANCELLATIONS

- 15.1 Where a proposal has been submitted by Trio to a Buyer, Trio shall not be liable for consequential damage upon cancellation by either party of any orders pursuant to the proposal.
- 15.2 In the event of cancellation by either party at any time, Trio will be entitled to compensation for all goods purchased and services performed to date of cancellation.
- 15.3 All orders are binding. Cancellation of any order prior to delivery must be notified in writing and accepted by a Manager of Trio in writing. At the discretion of Trio the cancellation of any order prior to delivery may be subject to a cancellation fee of not less than 15% of the order value.

16. ARBITRATION

- 16.1 In respect of disputes, howsoever arising which cannot be settled by negotiation, Trio and the buyer agree to use an arbitrator who shall be appointed by the President of the Institute of Engineers, Australia, or his duly authorised representative. Any decision by the arbitrator shall be final and binding and all costs will be shared equally between the parties.
- 16.2 In the event of a dispute arising and an arbitrator being appointed, the buyer shall not withhold any payment due to Trio.

17. GOVERNING LAW

These Terms and Conditions will be governed and constituted according to the law of Victoria.

18. WAIVER

No rights under these Terms and Conditions shall be deemed to be waived except by notice in writing.

19. REGULATORY APPROVAL

The suitability of each individual version of any radio equipment offered or supplied by Trio may be determined by regulatory conditions in the country of use. It is the purchaser's responsibility to confirm any regulatory issues relating to the use of any such equipment offered or supplied by Trio.

20. LICENSES FOR OPERATION OF RADIO COMMUNICATIONS EQUIPMENT

The operation of any radio equipment offered or supplied by Trio may be conditional upon the application for a granting of licenses and/or permits by regulatory authorities in the country of use. Under no circumstances shall Trio be held responsible to arrange or provide for any such licenses or permits.

21. VARIATION

Claims for shortages must be presented within 7 days from receipt of goods. Freight damage claims should be filed directly with the freight company within 5 days of receipt of shipment.

22. CLAIMS FOR SHORTAGES

Claims for shortages must be presented within 7 days from receipt of goods. Freight damage claims should be filed directly with the freight company within 5 days of receipt of shipment.

23. RETURN POLICY

Under no circumstances will returned merchandise be accepted for credit or refund unless specifically authorised by an authorised representative of the Company. Equipment returned for either exchange, credit or refund is subject to a 15% handling charge based on the value of the exchange, credit or refund. Customers WILL be charged for merchandise that has been damaged in shipment or by the customer, or altered in any way for the components and labour to restore the goods back to their original condition. This charge would be in addition to the 15% handling charge deducted on the units returned in new condition. Equipment for repair may be returned to the factory without prior written authorization. A brief letter describing the nature of the defect should be included with the returned merchandise.

24. PATENTS, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property provided by or incorporated into the works by Trio will be provided through a royalty free, non exclusive, non transferable, perpetual licence for the customer and or Principal to use such Intellectual Property for the operation of the works as set out in the technical specification. Under no circumstances will the ownership of the Intellectual Property referred to above be transferred to the Principal or other third parties.