



5/35 Ethel Street
Yeerongpilly Q 4105

PO Box 6278
Fairfield Gardens Q 4103

Phone: +61 (0)7 3848 4865

Fax: +61 (0)7 3848 7925

Email: sales@fmfranklin.com.au

www.fmfranklin.com.au

ABN: 80 009 748 912

TERMS & CONDITIONS OF SALE

GENERAL

All orders for products will be accepted by F.M. Franklin Pty Ltd, ABN 80 009 748 912, (herein referred to as "The Company"), subject to these terms and conditions. Any person, entity or corporation (herein referred to as "the customer") placing orders for goods/products/services with The Company is bound by these terms and conditions. No other terms or conditions will apply to said supply unless they are agreed to in writing prior to the acceptance of order.

PRICES

Whilst The Company will try to maintain prices as specified in any website or catalog, The Company reserves the right to change the price of any goods/products/services without notice. Items will be sold at the prices as ruling at the time of order placement. In the case of goods/products/services ordered as a result of a formal quotation, the prices quoted shall be in force for the stated period of validity, which in the absence of any other variation, shall be taken as 30 days from date of said quotation. Should an order be placed as a result of a formal quotation, but no reference made to such quotation, the items will be sold at the prices as ruling at the time of order and no consideration for a tax adjustment will be made. All prices specified exclude goods and services tax (GST) and the customer must pay any applicable GST in addition to the prices specified. All goods exported by The Company are exempt of the GST

PAYMENT

For all account holders all invoices are net and are due and payable 30 days from the invoice month unless otherwise noted on the invoice under the "Payment terms" field. If the customer fails to make payment by the due date then The Company will be entitled to cancel any unfulfilled order and/or suspend any further deliveries until the account is cleared in total. Further, The Company may withdraw credit facilities or amend credit limit and/or terms. The Company shall also be entitled to charge interest on overdue accounts at the ruling bank overdraft rate. This rate shall be taken as the current ANZ business rate plus margin as applicable and calculated daily. In addition, The Company reserves the right to refer outstanding debtors to either our collection agency or our legal advisors for action. Upon doing so, an administration fee (as set by The Company from time to time) shall be charged to the customers account and in addition The Company reserves the right to charge all fees incurred in these or subsequent proceedings to the customer, as allowed for by applicable commercial law.

For all cash sale/credit card sales all payments must be via cash, credit card or direct deposit. For payment via credit card or direct deposit, goods will only be released when either an authorisation from the card issuer is received or deposited funds are cleared into The Company bank account as nominated. The Company will only accept credit cards issued and validated within Australia. Any subsequent refund will be in the same form as payment was made and to the account or credit card from whence funds originated.

JURISDICTION

This agreement shall be governed by the law of Queensland. The parties are to submit all disputes to the exclusive jurisdiction of the courts of Queensland, Australia.

.../2

Specialising in combustion, climatic and temperature measurement and control



5/35 Ethel Street
Yeerongpilly Q 4105

PO Box 6278
Fairfield Gardens Q 4103

Phone: +61 (0)7 3848 4865

Fax: +61 (0)7 3848 7925

Email: sales@fmfranklin.com.au

www.fmfranklin.com.au

ABN: 80 009 748 912

PRODUCT AVAILABILITY

The Company is constantly reviewing its product range and it reserves the right to discontinue any product or change its design at any time. Similarly, for products not of our design, the manufacturers of said product have their own rights which The Company is bound to follow. The Company will not be liable in any circumstance for a failure to supply any goods/products/services as ordered by the customer. Specifications and particulars in relation to products referred to in either our website, catalog or data sheets are subject to change without prior notice. Some photographs contain sample units and shipment product may vary in appearance. The Company shall not be held liable for errors and omissions.

ORDERS

The Company reserves the right to decline to trade with any customer. To avoid duplication, any written confirmation of verbal orders must be clearly marked "Confirmation" The Company will not accept liability for orders not so marked and duplicate orders will be charged accordingly. The Company will use all reasonable efforts to meet delivery estimates but in no circumstance shall it be held liable to compensate the customer for no or late delivery

Orders can only be modified, suspended or cancelled after prior negotiation and agreement and the customer must indemnify The Company in respect of expenses incurred by The Company relating to the modification or cancellation of any order. A restocking fee may be applied at the rate as set by The Company from time to time.

Any indent or non stock item order may have minimum quantities or minimum dollar value conditions applied. Such orders require an irrevocable order.

Products that are a normal stock item but not in stock at the time of order placement shall be placed on backorder and the entire order shipped when available unless otherwise advised. Where the customer requests part shipment, our standard shipping policies and fees shall apply.

The customer is responsible for obtaining, at their expense, any licence required for export of goods or products from this country and for complying with all export regulations. The customer is also responsible for obtaining import licences and for complying with import regulations for the country of destination. The customer is also responsible for all inbound taxes, charges and clearance fees imposed by the country of destination.

SHIPPING

The Company reserves the right to use our carriers and charge freight accordingly, unless otherwise notified by the customer. The Company shall also charge a "Pack & Handling fee" on all orders that are not personally picked up. This fee shall be at a rate as determined from time to time.

Where the customer elects to nominate their own courier, they must do so on the basis of "receiver pays" and provide their account number (if any). If a client changes carrier and does not inform us, we will not be liable, under any circumstances, for unpaid freight charges. Insurance risk and responsibility for goods/products passes to the customer once goods/products are collected either in person or by carrier.

The Company standard policy is to send all items in one shipment. Accordingly, this means shipment will not take place until all items are in stock. Under this condition The Company will only levy one (1) Pack & Handling fee and one (1) freight fee if using our carriers. Where The Company elects to part ship an order, The Company will only levy one (1) Pack & Handling fee and one (1) freight fee if using our carriers. If the customer requests The Company to part ship an order, then the Pack & Handling fee shall apply to all shipments as will freight fees if using our carriers.

.../3

Specialising in combustion, climatic and temperature measurement and control



5/35 Ethel Street
Yeerongpilly Q 4105

PO Box 6278
Fairfield Gardens Q 4103

Phone: +61 (0)7 3848 4865

Fax: +61 (0)7 3848 7925

Email: sales@fmfranklin.com.au

www.fmfranklin.com.au

ABN: 80 009 748 912

DEFECTS AND NON-DELIVERY

The customer must inspect the goods/products on receipt and notify The Company within 1 working day of any defect/shortfall/non delivery or incorrect delivery. In the case of non delivery the customer must notify The Company immediately the invoice is received otherwise no liability can be accepted. Any liability of The Company for defect/shortfall/non delivery or incorrect delivery shall be limited to, at The Companys discretion, replacing or repairing the goods/products within a reasonable time or to refund any monies already paid in respect to the goods or products. The customer accepts liability for all freight costs incurred in the return of goods/products to our office unless otherwise agreed to prior to shipment. This includes warranty repair or replacement of goods.

RETURNS

The customer must contact The Company prior to returning any goods and obtain a Return Authorisation. The following conditions shall apply.

A. Standard products may be returned for credit subject to the following conditions.

1. Goods/products are accompanied by our returns authorization form.
 2. Goods/products are returned within 14 days of delivery.
 3. Goods/products are returned free into our warehouse.
 4. Goods/products are returned in an unsoiled, undamaged & resalable condition, in the original packing.
- B. No goods will be accepted for return if purchased on an indent basis
- C. Cable cut to length will not be accepted unless claim is warranty.
- D. No returns will be accepted for return unless the nett value is greater than \$50.00. This condition is waived for reasons of incorrect delivery or warranty.
- E. If goods are returned outside of clause A above, credit will be provided at Managements discretion, but will be accompanied by a restocking fee as below.
- F. With the exception of a warranty claim or goods incorrectly supplied, outgoing freight charges will NOT be credited.
- G. Goods are to be returned at your expense, we will NOT accept "Receiver Pays" unless expressly indicated for warranty or incorrect supply purposes.
- H. If goods are returned for other than reasons of warranty failure or incorrect delivery, then credit will be allowed at Managements discretion, subject to a satisfactory functional test. A restocking fee shall apply as below.
- I. RESTOCKING FEE. The minimum restocking fee shall be \$50. Restocking fee shall be 20% of the nett value of the goods

.../4

Specialising in combustion, climatic and temperature measurement and control



5/35 Ethel Street
Yeerongpilly Q 4105

PO Box 6278
Fairfield Gardens Q 4103

Phone: +61 (0)7 3848 4865

Fax: +61 (0)7 3848 7925

Email: sales@fmfranklin.com.au

www.fmfranklin.com.au

ABN: 80 009 748 912

RETENTION OF TITLE

Title of goods/products shall only pass to the customer following full payment of the relevant invoice issued by The Company. The customer will hold such goods/products in an easily identifiable place until such title has passed. The Company reserves the right to reclaim these goods from the customers premises if the invoice is not paid within the terms of this contract and the customer hereby gives unconditional consent for the authorised agent or representative of The Company to enter the customers premises for this purpose. The customer shall not have the power to mortgage, charge or encumber the goods/products or in any other way subrogate these conditions, whilst the goods/products are in their possession until payment in full has been made. The customer shall indemnify The Company, its authorised agent or representative against all claims whilst on the customers premises for the purpose of reclaiming the goods/products.

WARRANTY

The Company will endeavour to transfer to the customer the benefits of any warranty or guarantee given to it by the manufacturer of the goods/products. As the warranties/guarantees vary by manufacturer, the scope of such warranty/guarantee needs to be clarified at placement of order. In principle, and subject to the acceptance of any such warranty/guarantee by the manufacturer, any such claims due to faulty materials, workmanship or design will be made good by The Company either by repair or replacement, at The Companys discretion (which is The Companys sole obligation or remedy under this provision). The Company shall not be liable for defective goods if the defect arises because the customer has

1. Repaired or altered the goods/products without the written consent of The Company or
2. Subjected the goods/products to conditions outside the manufacturers stated instructions on storage, usage, installation or maintenance.

Any goods repaired or replaced under these terms shall be warranted on these terms for the unexpired portion of the warranty/guarantee given by the manufacturer.

LIABILITY

The Company shall not be liable to the customer for any indirect or consequential damages, loss, expense or claims for consequential compensation whatsoever which arises out of or in conjunction with any contract. To the fullest extent permitted by law, the customer releases The Company and its associated entities from and against all liability whatsoever for injury, loss or damage sustained by the customer howsoever arising.

INTELLECTUAL PROPERTY RIGHTS

Any claim from the sale which may allege infringement of trade marks, trade names, patents, copy or property rights of other parties, shall be directed immediately by the customer to The Company and the customer will give The Company every assistance in connection with such claim. The customer will not itself, deal with, or compromise any claim which may occur.

FORCE MAJEURE

The Company shall not be in breach of its contract with the customer for any delays in performing, or failure to perform, its obligations under these terms and conditions if delays or failure were due to any cause or circumstance beyond The Companys reasonable control (which shall include, but not be limited to, government actions, war, fire, explosion, flood, acts of terrorism, import or export regulations or embargoes, labour disputes or the inability to obtain or a delay in obtaining supplies of goods/products) The Company may, at its option, delay the performance or cancel the whole or part of a contract.

Rev 4.1

Specialising in combustion, climatic and temperature measurement and control