

**ICE & OVEN TECHNOLOGIES PTY LTD**  
**STANDARD TERMS AND CONDITIONS OF SALE**

All goods purchased from the Company and any of its divisions are sold subject to the following terms and conditions ("Terms and Conditions") and these Terms and Conditions shall prevail to the exclusion of all other terms and conditions whether expressed or implied, except only for such terms as are implied by or under any Act of Parliament or by or under any regulation or instrument made by authority of any Act of Parliament and cannot be excluded.

**1 Prices**

Prices may be altered without notice and all goods will be charged at the price ruling at time of order. Unless otherwise stated, all pricing is exclusive of GST.

**2 Payment**

(i) Payment for goods purchased from the Company shall be made on or before delivery or in the case of Customers who have an account with the Company within seven (7) days from date of invoice or such other time as is agreed in writing between the Company and the Customer.

(ii) The Customer shall pay interest to the Company on any amount owing but unpaid at the rate of 3% above the rate charged by St George Bank to prime borrowers on overdraft accounts in excess of \$100,000.00 such interest being added to the Customer's account monthly, provided however, that such interest will not be charged to the account whilst all payments for goods purchased from the Company are being made within the time allowed for payment herein.

(iii) All payments made by cheque are received by the Company conditional upon the cheque being honoured and be deemed paid when cleared by the Bank.

**3 Default**

If the Customer defaults in any payment, or if in the opinion of the Company, the Customer is unlikely to be able to meet its liability as it falls due then the Company may at its option:

(a) require payment forthwith of all amounts owing by the Customer to the Company, whether or not such amounts are then due for payment;

(b) suspend further deliveries to the Customer whether under the contract in respect of which any payment is overdue or otherwise, until all amounts owing, including collection, interest and legal costs, have been paid;

(c) terminate any contract or contracts in relation to goods which have not been delivered.

**4 Reservation Of Title**

(i) Property in any goods supplied by the Company shall remain the sole and absolute property of the Company as legal and equitable owner until the full purchase price is received by the Company.

(ii) The Customer will maintain records and store goods supplied by the Company in a manner which enables all goods in respect of which the full purchase price has not been paid, to be readily identified.

(iii) The Customer hereby irrevocably authorises the Company to repossess the goods in respect of which the full purchase price has not been received by the Company, without any notice in the event that the Customer fails to make any payment when it is due or if in the opinion of the Company the Customer is unlikely to be able to meet its liability to pay for such goods as payment falls due. The Customer in consideration of credit being given authorises the Company to enter onto any land on which the goods are left and to which the Customer has a right of entry, to enter thereon and remove the goods.

(iv) The Customer releases and indemnifies the Company and any servant or agent of the Company from any claim whatsoever for any loss or damage caused by the Company or its servants and agents in enforcing the Company's rights under this clause and any claims arising out of or in respect of the exercise or attempted exercise of such rights which may be made against them.

(v) The Company (may without being responsible for damages thereby caused) for the purpose of recovery of any goods which remain in the ownership of the Company at any time and by its servants or agents with vehicles enter upon any premises where the goods are stored or where they are reasonably thought to be stored and may resume possession of them and remove them from such premises.

(vi) When the Company retakes possession of goods pursuant to its rights hereunder the contract for sale between the Company and the Customer is thereby terminated and the Company has the right to resell.

(vii) Any moneys received by the Customer in payment in part or in full for the goods supplied shall be kept by the Customer for the benefit of the Company, and paid to the Company in due course.

(viii) The Customer will prior to attaching any goods onto any building notify the owner of the building that such goods are attached subject to this reservation of title clause.

**5 Warranty**

No warranty is given or implied other than that specifically provided by each manufacturer represented.

**6 Limitation Of Liability**

(i) Any claim for damages howsoever arising in respect of the sale or supply of goods by the Company to the Customer or in respect of any conduct of the Company, its employees, subcontractors or agents in relation thereto or in respect of the goods themselves, shall be limited to the invoice price of the goods concerned, and, at the Company doing so, the Customer shall be entitled to offer to replace the goods concerned and upon the Company doing so, the Customer shall be obliged to accept such offer in full satisfaction of and as a complete discharge of any liability of the Company for the claim.

(ii) The Company is not responsible for and shall have no liability in respect of any discrepancies between any estimates it any have prepared of quantities based on plan dimensions or other information furnished by or on behalf of the Customer, and quantities actually required. The Customer warrants that it has verified all quantities ordered as being in accordance with its requirements.

(iii) The Customer agrees and warrants to the Company that it does not and will not rely on any representation made or advice given by the Company or its employees in connection with the design, installation or use of goods sold hereunder or which might become the subject of an order placed by the Customer and agrees that the Company shall not be responsible or in any way liable for the consequences of any such representation or advice (even if made or given negligently).

(iv) It is a condition of sale that the descriptions and specifications issued by the Company or other printed literature are given for identification purposes only and (except to the extent that the goods shall comply with the standards set out in such descriptions or specifications ) shall not be taken as implying or giving any undertaking as to quality or fitness for any particular purpose whatsoever.

(v) The Company shall not be liable for delay in delivery arising from any cause, including negligence on its part. The Customer shall not be relieved from any obligation to accept or pay for goods by reason of delay in delivery or dispatch. In no event shall the Company be responsible for any loss of profits, penalties, expenditure or damages incurred by the Customer arising out of any loss of any delay in delivery.

(vi) No claim by the Customer for failure to deliver, short delivery, supply of incorrect goods, faulty workmanship or pricing or calculation errors shall lie unless made in writing within 7 days of date of delivery or in the case of failure to deliver, within 7 days of the first date on which the Company failed to deliver the goods the subject of the claim.

(vii) Any return of goods must be preceded by immediate notification in writing, covering particulars of goods and reason for return and unless otherwise agreed the goods must be inspected by an authorised Company representative prior to their return. The acceptance of any returned goods shall not imply any acceptance by the Company of Customer's claim. In the event of damage in transit the Customer is required to send to the Company a written request for replacement together with details of the delivery docket and evidence that this was endorsed at the time of receipt of goods to the effect that the goods were damaged prior to unloading.

**7 Delivery**

(i) Where goods are delivered to a particular site the goods will be entirely at the Customer's risk when delivered and in the event of the site being unattended the delivery docket/manifest signed by the cartage contractor or the driver of the Company as applicable shall be conclusive evidence of due delivery of the goods.

(ii) The Company if requested to enter a property accepts no responsibility for any damage incurred to the property and goods lying on that property.

(iii) A standard delivery charge as published by the Company from time to time in its price list will apply.