

Fordray Sales and Service Policy

All Fordray products are guaranteed against defects in materials and/or workmanship for a period of twelve months from date of purchase, subject to the terms of the Fordray Product Warranty. The Warranty does not include freight to or from Fordray should the unit require servicing by Fordray.

All quotations and all sales of equipment made by Fordray Electronics are subject to 'Fordray Trading Terms and Conditions' as detailed below.

FORDRAY TRADING TERMS AND CONDITIONS

(In the following document, the term "Fordray" refers to Fordray Electronics.)

- These Trading Terms and Conditions apply to the quotation, sale and supply of all goods and services manufactured or supplied by Fordray and no variation or cancellation of same will be binding on Fordray.
- Any individual, organisation or company (the Purchaser) that purchases goods or services from Fordray agrees to be bound by these Trading Terms and Conditions.
- All quotations made by Fordray are valid for 7 days from the date shown thereon unless otherwise specified thereon. Any quotation made by Fordray is not to be construed as an obligation or offer to sell and Fordray reserves the right to reject any orders received.
- All freight charges for goods going to or from Fordray's premises in Orange, New South Wales, including warranty repairs, shall be the responsibility of the Purchaser.
- No party outside Fordray may quote a Fordray freight account number to send goods to Fordray. Fordray will reject goods received under any consignment naming Fordray as being liable for the relevant freight charges, and payment of said charges will fall to the consignee.
- The Purchaser is advised to inspect all goods received from Fordray for damage sustained in transit, as once the goods are signed for, Fordray will not be liable for any damage claims involving the goods.
- All warranty repairs will be carried out by Fordray or its authorised Agents only.
- Fordray offers a 12 month factory warranty covering faulty parts and/or workmanship from the date of purchase. This warranty does not cover misuse, abuse or failure of the product due to Y2K or failure to meet C-Tick, CE or any other specification. Extra charges may be incurred on the Purchaser by Fordray, even under warranty, if it becomes necessary for Fordray to correct unauthorised repair attempts.
- All Terms and Conditions of the Fordray Product Warranty (hereinafter called 'the Warranty') are included in these Trading Terms & Conditions:
 - Output devices are NOT covered by the Warranty - all other products manufactured by Fordray are guaranteed against defects in materials and/or workmanship for a period of twelve months from date of purchase, subject to the Terms below. In the unforeseen event that the product fails, return the product in original packaging to your nearest authorised Fordray dealer.
 - The Warranty is in lieu of all other express or statutory warranties and the duration of any implied warranty including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, is hereby limited to said twelve (12) month period. Fordray's liability is limited solely to the repair or replacement of the defective product, at its sole discretion and shall not in any event include damages for loss of use or loss of anticipated profits or benefits or other incidental or consequential costs, expenses or damages, including, without limitation, any data or information which may be lost or rendered inaccurate, even if Fordray has been advised of the possibility of such damages.

TERMS:

- a) The Warranty Card is to be completed by the purchaser and returned to Fordray within seven days of date of purchase.
- b) The Warranty shall not be transferable and shall be enforceable only by the original purchaser of the equipment.
- c) The Warranty only covers labour carried out and parts supplied in Australia and is only in respect of Fordray equipment purchased from authorised Fordray dealers in Australia.
- d) Warranty claims will be accepted only by authorised Fordray dealers.
- e) The customer is responsible for transporting equipment for repair under the Warranty to the nearest authorised Fordray Service Centre.
- f) Nothing herein contained shall limit in any way the statutory rights of the owner with respect to conditions and Warranties conferred by or under State or Federal legislation including the Trade Practices Act, 1974.
- g) This agreement shall be governed by the laws of Australia, State of New South Wales.

• THE WARRANTY SHALL BE NULL AND VOID IF:

- a) The purchased equipment has been operated in a manner other than in accordance with the manufacturer's instruction.
- b) The damage or defect, in respect of which the claim is made, has occurred in transit (other than in the course of the original delivery to the purchaser) or is due to any mishandling and/or accident, or is other than which would result from normal usage.
- c) The equipment has been altered, tampered with or otherwise modified by any party other than Fordray.
- d) The Serial Number and/or the Product Identification number of the equipment has been defaced, removed or replaced.
- e) The Fordray Product Warranty Card is not returned to Fordray within seven (7) days of date of purchase or is despatched without recording the Serial Number displayed on the product.

• Payment terms are receipt in full prior to delivery, unless expressly agreed to in writing. All costs are ex-Fordray's factory in Orange, NSW.

• Purchase orders placed with Fordray and then cancelled after manufacturing has begun shall incur a charge upon the ordering company, organisation or individual equal to 10% of the total order, excluding freight charges.

• Overdue payments will incur 1.2% monthly interest charges, which are comparable to current overdraft rates. Fordray reserves the right to use all legal means necessary to recover outstanding principal and interest balances.

• No general property or equitable interest in goods supplied by Fordray shall pass to the Purchaser until such time (hereinafter called 'the specified time') as the price of the goods and all other moneys (if any) due from the Purchaser to Fordray in respect of the goods or under any contract between Fordray and the Purchaser shall have been paid to Fordray in full. Until the specified time, the Purchaser shall be only a bailee of the goods for

Fordray and the Purchaser shall:

- 1) So hold the goods until the specified time as to enable them always readily to be identified as the property of Fordray;
- 2) Upon written demand, re-deliver the goods to Fordray or allow Fordray by its servants or agents to enter upon any premises where the goods are stored and recover the same.

The Purchaser is authorised, before the specified time, as agent for Fordray, to sell the goods for the account of Fordray. The goods shall be at the Purchaser's risk from the time of dispatch from Fordray's premises.

• Fordray reserves the right to amend these Trading Terms and Conditions at any time without notice.