

Rollex Group Australia (2009) PTY Ltd TERMS OF SALE

All products and services are supplied on the following terms:

1. Application

- 1.1 These terms apply to all contracts for the sale of products and services by Rollex Group Australia (2009) PTY Ltd (Rollex).
- 1.2 No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed by the Company in writing.
- 1.3 The Customer acknowledges that no employee or agent of the Company has any right to take any representation, warranty or promise in relation to the Goods or the sale of the Goods other than as contained in these Terms

2. Owner

- 2.1 Rollex retain ownership and hold a security interest in all products until you have paid us in full for all products and services provided to you. While we retain ownership, you will store all products in such a way that our interests are protected and they can be identified as provided by us.
- 2.2 Where applicable, we own all existing and new intellectual property rights connected to the products and services.

3. Products and Services

- 3.1 "Product(s)" and "Service(s)" means and includes without limitation:
 - Refrigerators, Freezers, Incubators, Mortuary Chambers, accessories and materials (whether separate, attached to something or the subject of our services) supplied by us;
 - Wholesales, distribution, supply, labour and delivery; and
 - Agency fees, charges and out of pocket expenses incurred by us, identifiable in any document or electronic record issued by either party (all of which are deemed to be incorporated into and form part of this agreement) or as ours by marking or manner of storage.

4. Prices

- 4.1 All products and services will be charged at rates applicable at the date of billing. The customer must pay the prices charged.
- 4.2 Unless otherwise stated all prices are exclusive of GST and other taxes must be paid by the customer.
- 4.3 Rollex reserves the right to amend any discount structure applying to your account any time, without notice to you.

5. Payment Terms

- 5.1 You agree to pay us in full and without set-off, deduction, counterclaim or retention;
 - For credit account holders – on or before the 20th day following the date of our invoice
 - For those without credit accounts – prior to dispatch of the products;
 - Interest on any amount you owe immediately after the due date at 2.5% per month/part month;
 - Expenses incurred as a result of enforcing any of our rights contained in this agreement including PPSR registration, debt collection and legal fees; and
 - A deposit may be required.

5.2 If payment is not able to be made by the customer on the due date, Rollex may suspend or terminate supply.

5.3 You agree to us allocating or reallocating any payment received from you towards any invoice. If no allocation is made then it is deemed to be in such a way that preserves the maximum value of our purchase money security interest in the products.

5.4 You will be responsible for payment if a third party that you expect to pay you or us fails to pay.

6. Quotes

- 6.1 All quotes will be exclusive of GST and remain valid twenty (20) days from the date of issue, unless stated otherwise.
- 6.2 No allowance made for removal of existing equipment unless clearly stated on the quotation.
- 6.3 You will be responsible for increased costs resulting from any subsequent changes to a quote due to any inadequate or inaccurate information, request/requirement for additional products and services or variations.
- 6.4 You can only accept quotes in writing and we may withdraw a quote at any time prior to your acceptance.
- 6.5 We may alter the quote due to circumstances beyond our control or clerical or computer error.
- 6.6 No allowance has been made for the removal of existing equipment unless specified on the quote.

7. Warranties and Limitations

- 7.1 Manufacturers and third party warranties (where applicable).
- 7.2 On discovery of any defect in the Goods, the Customer must immediately notify the Company in writing of such defect. The Customer must not carry out any remedial work to alleged defective Goods without first obtaining the written consent of the Company to do so.
- 7.3 The provisions of any act or law (including but not limited to the Trade Practices Act 1974) implying terms, conditions and warranties, or any

other terms, conditions and warranties which might otherwise apply to or arise out of the Contract are hereby expressly negative and excluded to the full extent permitted by law.

7.4 The Customer expressly acknowledges and agrees that it has not relied upon, and the Company is not liable for any advice given by the Company, its employees, agents or representatives in relation to the suitability for any purpose of the Goods.

7.5 We are not liable for delay or failure to preform our obligations if the cause is beyond our reasonable control such as importation and supplier delays.

7.6 Samples shown to you may differ from products supplied to you.

7.7 This warranty is limited to the original purchaser and is not transferable unless Rollex is notified of the move and the new owner/location details.

7.8 It is the responsibility of the customer to see that the appliance gets to the nearest service centre if repairs cannot be carried out on site. You must adequately "protect" your system to prevent damage in transit. Rollex or its approved service agent is not liable for products which are damaged or lost in transit.

7.9 Re-gassing is specifically excluded under this warranty.

7.10 This Warranty excludes failures or defects resulting from misuse, abuse, power supply and accidents.

7.11 A condition of the warranty is that a surge protector is fitted to reduce the effect of power spikes which can damage your unit. A RCD unit does not qualify and if plugged into a Rollex unit will void the warranty.

7.12 Rollex Refrigerators and Freezers must not be plugged into a UPS unit that produces a simulated sine wave AC output. The UPS must feature a pure sine wave output when operating in battery backup mode. If using a UPS unit please check with Rollex prior to use as if not suitable they can cause failure.

7.13 Any UPS unit purchased from Rollex are sold to you to try and help minimise losses of product within your refrigerator or freezer. Rollex however HEREBY warn you that failures and losses can still occur even with a UPS connected. Rollex make it clear to you on this quote and in our conversation to you in the sale process that there is always a risk of electrical units failing. Rollex Group Australia (2009) Pty Ltd ("Rollex") ACCEPT NO LIABILITY FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OF ANY KIND INCLUDING PRODUCT OR OTHER COSTS ASSOCIATED WITH ANY FAILURE OF ANY EQUIPMENT WHATSOEVER OTHER THAN OUR NORMAL WARRANTY ON THE EQUIPMENT ITSELF.

7.14 Rollex have made every effort to explain the benefits of its products. In supplying the requested products, we assume no responsibility for the products suitability for a particular purpose. The customer must familiarise themselves with the specifics of the product and the suitability of that product to meet their purpose.

7.15 Rollex accepts no liability for any direct, indirect or consequential loss of any kind. Including any loss of product due to any cause or failure whatsoever, whether due to mechanical failure or human error.

7.16 The Fridge or Freezer must be installed correctly with adequate ventilation according to the manufacturer's guidelines and failure to comply may void this warranty. If a Rollex representative is not installing your Fridge or Freezer and you are unsure of these guidelines, please contact Rollex at the above.

7.17 Unauthorised repair, service or modification to parts or systems may void warranty.

8. Variation of Products or Services

All requests and orders are subject to these terms and conditions and no products or services may be varied unless both parties agree to the variation in writing prior to dispatch. If we have reasonably relied on your original instructions then you will be responsible for payment of the original price of the products and services.

Miscellaneous

8.1 We may outsource (contract out) part of the work required to perform our service, you agree to pay for all amounts due in connection with the same.

8.2 Neither party may assign or transfer their rights or obligations under this agreement to any other party without prior written consent.

8.3 If any of these terms are determined to be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining terms will not be affected.

8.4 Documentation related to this agreement may be served on you by email.

8.5 By purchasing products or having work undertaken the customer is deemed to have accepted these Terms of Sale.

8.6 These Terms of Trade may be varied by Rollex, at any time without notice to the customer. New Terms of Trade will be enforceable by Rollex from the date they were provided to the customer.