



CONDITIONS OF SALE

Definitions

"*Conditions of Sale*" means this document and any variations agreed to the same by the Supplier and the Purchaser in writing;

"*Consequential Loss*" means loss of use, loss of production, loss of profit, loss of income, loss of revenue, loss of business, loss of opportunity, business interruption, financing costs, increase in operation costs, economic loss or any special, indirect or consequential loss or damage;

"*Contract*" means the Conditions of Sale and any other document(s) identified by the parties as a Contract document, including, but not limited to, an order, a quotation and/or an order confirmation issued by the Supplier;

"*Delivery Date*" has the meaning in clause 3;

"*Goods*" means the products or items to be supplied by the Supplier pursuant to the Conditions of Sale;

"*Price*" has the meaning in clause 2;

"*Purchaser*" means the person or entity purchasing the Goods from the Supplier;

"*Supplier*" means Rittal Pty Ltd ACN 86 065 445 338 of 3 Worth Street, Chullora, NSW, 2190.

1. Offer & Acceptance

- (a) The Supplier reserves the right to accept or reject any orders received from any prospective Purchaser.
- (b) Unless otherwise stated, any quotations issued by the Supplier are open for acceptance for 30 days from date of quotation, and thereafter are subject to Supplier confirmation before acceptance.
- (c) Any changes made by the Purchaser to an order, following receipt of that order by the Supplier, may be subject to adjustments in:
 - (i) Price;
 - (ii) Delivery Date; and
 - (iii) any extra expenses incurred by the Supplier, at the discretion of the Supplier.
- (d) The Conditions of Sale apply to all Goods supplied by the Supplier and, together with any other agreed Contract documents, comprise the Contract and the entire agreement between the parties in relation to the Goods and, to the extent permitted by law, exclude all other express or implied terms.
- (e) Unless otherwise agreed in writing, the Conditions of Sale herein shall be deemed to be incorporated in any order placed by the Purchaser and any acceptance of a Purchaser's order by the Supplier shall be deemed to be subject to the acceptance by the Purchaser of these Conditions of Sale.
- (f) The Conditions of Sale take precedence over any other terms and conditions contained in any document issued by the Purchaser, and can only be varied by a written instrument of agreement signed by the Supplier and the Purchaser.
- (g) Any drawings or printed materials provided by the Supplier in support of a quotation, or in response to a request from the Purchaser, are for general information purposes only and do not form part of the Contract, unless agreed in writing by the Supplier.

2. Price & Payment

- (a) All prices shown in published catalogues or price lists are recommended selling prices only and there is no obligation on the part of the Supplier to supply the Goods at those published prices.
- (b) The price of the Goods is the price provided by the Supplier in its quotation or in response to an order submitted by the Purchaser (**Price**).

- (c) The Price is for standard stock items only, and includes standard packaging.
- (d) The Supplier may, in its absolute discretion, determine whether a Purchaser has a satisfactory credit rating. Unless otherwise agreed in writing, based upon the aforementioned determination:
 - (i) if the Purchaser has a satisfactory credit rating, payment for the supply of Goods must be made within 30 days from the end of the month in which the Purchaser is invoiced; or
 - (ii) if the Purchaser does not have a satisfactory credit rating, payment for the supply of Goods must be made in full prior to or upon delivery of the Goods, i.e. cash on delivery.
- (e) The Supplier may charge interest on late payments at current CBA published rates.

3. Delivery

- (a) Any time or date of month stated by the Supplier for anticipated or promised delivery of the Goods (**Delivery Date**) is a bona fide estimate only, and is made on the assumption that the Purchaser's order is accompanied by sufficient information for the Supplier to process the order.
- (b) If the Supplier is delayed by any circumstances or events beyond its control then it may suspend delivery or extend the Delivery Date in respect of the whole or part of the Goods and it shall not be liable to the Purchaser for any loss or damage, including Consequential Loss, arising from any such delay.
- (c) Unless the price quoted by the Supplier is inclusive of freight, a delivery charge will be added to the Price of the Goods. The charge will be calculated based on the size and weight of the consignment. Alternatively, the Purchaser may elect to collect the Goods (i.e. free on board) from the Supplier's nominated warehouse.
- (d) Delivery may be made in one or more lots. Each lot shall form a separate Contract on delivery and be accepted and be paid for accordingly notwithstanding any late delivery or non-delivery of any other lot.
- (e) The failure of the Supplier to deliver shall not entitle either party to treat this Contract as repudiated.

4. Retention of Title

- (a) The Purchaser agrees that the Supplier will retain legal and equitable title to the Goods until the Supplier receives payment in full from the Purchaser for the Goods.
- (b) If the Purchaser fails to make payment in full of all amounts owing under the Contract, at the time such amounts fall due, the Supplier reserves the right to retake possession of the Goods.
- (c) The Purchaser hereby grants full leave and irrevocable license to the Supplier, and any person authorised by the Supplier, to enter upon any premises where the Goods may be placed or stored for the purpose of retaking possession of the Goods without any liability to the Purchaser whatsoever.

5. Return of Goods

Goods may be returned by the Purchaser for a credit of 85% of the invoiced price, subject to the following:



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- (a) the Goods must be returned to the Supplier's store at the Purchaser's expense within 45 days of delivery in re-saleable condition and in the original packaging;
- (b) the Goods must be accompanied by a pre-authorized Goods Return Authority; and
- (c) the Supplier reserves its right to refuse a credit for any returned goods if:
 - (i) the Goods have been discontinued or otherwise no longer appear in the Supplier's current price lists;
 - (ii) the Goods were made to special order, or modified to the Purchaser's requirements; or
 - (iii) the Supplier otherwise determines, after inspection and investigation, in its sole discretion, that the claim for a credit is unjustified.

6. Damage, Loss & Liability

- (a) Where carriage and delivery is the Supplier's responsibility:
 - (i) that responsibility will include insurance cover to the point of delivery to the Purchaser's store or other nominated delivery point; and
 - (ii) the Supplier will repair, or at its option replace, at its own expense any Goods lost or damaged in transit provided written notice of such loss or damage is provided by the Purchaser within 48 hours of delivery, or expected delivery, or within such time as will enable the Supplier to comply with the carrier's conditions of carriage relating to loss or damage in transit.
- (b) Except as provided above, or otherwise at law, the Supplier shall not be under any liability, contractual or otherwise, for any injury, damage or loss to persons or property, including Consequential Loss, arising from the manufacture, delivery, installation or use of the Goods.

7. Warranty

- (a) All Goods supplied by the Supplier are guaranteed against faulty workmanship, materials or design for a period of 12 months from date of invoice.
- (b) To make a claim under this warranty, the Purchaser must provide written notice to the Supplier of the alleged faulty workmanship, material or design within 12 months from the date of invoice.
- (c) The Supplier will pay the Purchaser's reasonable, direct expenses of claiming under this warranty (including the costs of returning any faulty Goods to the Supplier for repair or replacement), provided such reasonable, direct expenses are substantiated in writing by the Supplier.
- (c) This warranty is given by:
 - Rittal Pty Limited
 - ACN: 86 065 445 338
 - 3 Worth Street Chullora, NSW, 2190
- (d) The Supplier can be contacted to discuss any warranty claims at:
 - 1800 046 182
 - customerservice@rittal.com.au
- (e) Liability for any loss, injury or damage attributable thereto shall be limited to replacing the Goods or repairing defects provided that such defective parts be returned free into the Supplier's store.

- (f) The warranty does not extend to defects or damage caused by use of the Goods that does not comply with the manufacturer's instructions or standard industry practice, or any other improper use.
- (g) The Supplier shall not be liable for any loss or damage, including Consequential Loss, suffered by the Purchaser or a third party arising from defects in workmanship, materials or design of the Goods, regardless of whether that defect is covered by the warranty.
- (h) This warranty is given in addition to other rights and remedies you have at Law.

8. Termination

- (a) The Supplier may at any time terminate this Contract or part of this Contract, for any reason, by giving written notice to the Purchaser. On giving such notice, the Supplier shall not be liable for any loss or damage, including Consequential Loss, howsoever arising, caused by the cancellation.
- (b) Without prejudice to any other rights the Supplier may have against the Purchaser, if the Purchaser:
 - (i) fails, neglects or refuses to pay any moneys due to the Supplier under these Conditions of Sale;
 - (ii) enters into any composition or arrangement with its creditors or has a receiver appointed over any of its assets or has an administrator appointed or is the subject to any resolution or petition for winding up; or
 - (iii) becomes unable to pay its debts as and when they fall due, the Supplier will be entitled, without notice to the Purchaser, to suspend or cancel the delivery of any Goods.

9. Governing law and jurisdiction

These Conditions of Sale are governed by the laws of New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales.

10. Dispute Resolution

- (a) If a dispute arises out of or relates to this Contract, including any dispute as to breach or termination of the Contract or as to any claim in tort, equity or statute, or under any law, a party claiming that a dispute has arisen must serve a notice that specifies the nature of the dispute.
- (b) On receipt of that notice by the other party, the parties must endeavour in good faith to resolve the dispute expeditiously using informal resolution techniques such as mediation, expert determination or as agreed between the parties.
- (c) If the parties do not agree within 7 days of receipt of notice, or any further period agreed in writing between them, as to:
 - (i) the dispute resolution technique and procedure to be adopted;
 - (ii) the timetable for all steps in those procedures; and
 - (iii) the selection and compensation of the independent person required for that technique,

the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales and must request the President of the Law Society of New South Wales to select the mediator and to determine the mediator's remuneration.