

CONDITIONS OF SALE & TRADING TERMS

GENERAL CONDITIONS AND TERMS:

Friul Australia Pty Ltd takes all reasonable care in providing any goods, services or equipment to any of its new or existing clients. Friul Australia will not take any responsibility for any losses arising from the non-performance of: (a) late deliveries from trade or service suppliers, (b) any losses arising to the purchase, breakdown or malfunction of any supplied goods, services or equipment (loss of food, employee time, income, etc.), (c) any goods or equipment damage incurred whilst in transit where freight or delivery is organised by the purchaser.

INVOICE PRICE:

All goods, services and equipment invoice prices which are listed, advertised or quoted by Friul Australia exclude 10% GST and do not include any repackaging, freight, delivery, insurance or addition service charges.

DELIVERY & INSURANCE CHARGES:

Delivery charges will apply when equipment is delivered and must be confirmed prior to dispatch from the Friul Australia warehouse, agent or trade supplier. Freight insurance must be specified by the customer at the time of order and is at an additional charge, other wise it is the customer's responsibility to cover any equipment damage whilst in transit. Friul Australia will prepare and pack goods for shipment with due care but will not be responsible for loss or damage to goods shipped.

PAYMENT OF GOODS:

All goods must be paid in full including any service charges and GST prior to pick up from Friul Australia or delivery. Any prior approved accounts are strictly net thirty (30) day settlement from the date of tax invoice. Any outstanding balances in excess of 30 days will accrue a 1.5% interest charge which is payable to Friul Australia. All non-approved accounts will be strictly C.O.D. for all equipment or services provided. Credit is extended solely at the discretion of Friul Australia and may be withdrawn temporarily or for an extended period without notice by Friul Australia.

Credit Card payments are accepted; goods will be dispatched once payment has been approved. An additional fee of 1.5% is chargeable when payment is made when using a Visa Card or Master Card. Friul Australia does not accept the payment of any goods or services via AMEX or Diners Card.

TITLE OF GOODS:

All equipment or services supplied with invoice remain the property of Friul Australia Pty Ltd until payment has been made in full. Whilst Friul Australia retains title to the goods, the purchaser must not sell, pledge, mortgage, lend, transfer, encumber or otherwise deal the goods without the prior written consent of Friul Australia. On the occurrence of any breach of

these conditions Friul Australia is irrevocably authorized at any time to enter any premises where the goods are situated and to take possession of and remove the goods. All legal litigation necessary to recover the cost of goods and services, or other supplier costs shall be carried out in the State of Victoria.

ORDER DEPOSITS:

Current Friul Australia order deposits are: Non-stock/custom made = 50%, All stock items = 20% of the original invoice price including 10% GST. An order deposit for any non-stock/custom made equipment will be required at the time of order with Friul Australia and is not refundable under any circumstances including cancellation of order. Deposits for stock items will not be refunded if goods are not fully paid for within the first three months from the date of order.

STORAGE FEES:

Storage of all paid equipment and other goods will be undertaken at the discretion of Friul Australia and its agents, whilst storage costs may apply where applicable and charged by tax invoice.

WARRANTY:

All equipment supplied by Friul Australia is subject to a minimum twelve (12) months warranty covering faulty manufacture from original invoice date. Any faulty manufactured goods supplied shall be verified by a Friul Australia authorized personnel. All goods supplied by other manufacturers are covered by the original equipment manufacturer's warranty and Friul Australia does not accept any responsibility for misuse or wrong application of goods supplied or will not be covered under warranty. Where a service is required to adjust or replace a faulty part during the warranty period, the service labour rate payable are for normal working hours and business days and does not cover after hours, weekends, public holidays, etc.

CLAIMS:

Any claims for credit must be supported with the original Friul Australia tax invoice or receipt and will not be recognized after seven (7) days from the date of delivery or pick up. Friul Australia will recognise any incorrectly supplied goods or equipment to the invoiced customer. A 20% re-stocking fee will apply for all returned or unused goods outside of the first seven days. All equipment produced to customer specifications or are non-stock items are not returnable under any circumstances.

SPECIFICATIONS:

Friul Australia reserves the right to change any price, equipment, service or supply specifications without prior verbal, written or electronic notice. Other special supply conditions may apply from time to time.