



## GENERAL TERMS AND CONDITIONS OF SALE

### PAYMENTS:

For account customers Strictly 7 / 14 / 30 Days from date of invoice.

Payment by cheque shall not be treated as having been made until that cheque is cleared.

### WARRANTY:

12 Months warranty on parts and 12 months on labour from purchase date. – Back to base warranty.

Each state has a base. If a customer would prefer onsite service a fee will be charged.

All non- transportable items (e.g. Refrigeration units etc.) 12 months parts and 3 months labour

Freight to and from Roller Grill Australia Pty Ltd is buyer's care. Credit on replacement parts will only be issued upon receipt and examination of damaged parts and determined by Roller Grill Australia to be defective.

This warranty refers to components contained within the equipment housing and does not include elements, quartz tubes, light bulbs, fittings, fire brick, refrigeration gas, external fittings to consumable items.

The warranty is void unless the equipment has been properly installed, maintained and serviced, or if the equipment has been subjected to misuse, negligence or accident, operated incorrectly, serviced by unauthorized persons or if the distributor fails to meet its payment obligations to Roller Grill Australia Pty Ltd strictly according to their terms.

### PRICES:

Recommended retail are indicated on the current price list. Prices are subject to change without notice and goods will be invoiced on current price at dispatch.

### CANCELLATIONS:

There will be a 20 % surcharge on all cancelled orders and returns.

No goods will be accepted for return and credit unless agreement of Roller Grill Australia Pty Ltd has been obtained in writing. Under these circumstances, goods returned must have freight pre-paid by the customer.

### CLAIMS:

No claim for credit or damaged goods shall be considered unless notification is made within 7 days in writing to Roller Grill Australia Pty Ltd.

### DELIVERY:

All prices quoted are ex Sydney store. Insurance charges are the recipient's responsibility.

### TITLE:

1. Title to and property in the Goods shall not pass to you until you have paid us the Contract Price and all additional charges as invoiced by us, including delivery expenses (the " Contract Price").
2. Until payment of the Contract Price, you shall store the Goods as bailee in such a way that identifies the Goods as being our property.
3. Until payment of the Contract Price you are to insure the Goods against all usual risks and treat them with all proper care. Any insurance claims in respect of damage to or destruction of the Goods are hereby assigned to us. You hereby indemnify us against any loss or damage to the Goods however arising.
4. You are entitled to resell the Goods in the usual course of your business as our fiduciary agent.
5. Should the proceeds of resale of the Goods exceed the monies owing to us you may deduct the difference as commission on the resale.
6. You must, on request , disclose to us all relevant information regarding the Goods and any sub-sale by you. You must inform us immediately of any levy of execution or attempt to levy execution by any third party against the Goods.
7. If you do not pay us the Contract Price on the due date or you commit an act of bankruptcy, or become bankrupt or insolvent or go into receivership, official management, liquidation or enter into an arrangement with creditors, then without prejudice to any other remedy, we shall be entitled to retake possession of the Goods or any part thereof without notice or demand and for that purpose we may go upon your premises or the place of delivery to obtain the same.

### INVALIDITY:

Should any part of this contract for any reason whatsoever be adjudged by any court to be invalid, unenforceable, void or illegal, such judgment shall not affect the remainder of this contract which shall continue in full force and effect, unless otherwise agreed by the parties.

( EFFECTIVE 1/6/2012 )

# ROLLER GRILL AUSTRALIA PTY LIMITED

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