

SALE AGREEMENT

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| <p>TERMS AND CONDITIONS OF SALE . . .</p> <ol style="list-style-type: none"> 1. For the consideration sum (Item 7 of the Schedule), Cold Display Solutions (hereinafter called "The Seller" sells the equipment (Item 4 of the Scheduled) to the Purchaser (Item 3 of the Schedule) and the Purchaser buys the equipment from the Seller.. 2. The Purchaser must obtain Delivery of the Equipment from the Seller at its own cost, unless the Seller accepts and full payment is received of the value (Item 8 of the Schedule). 3. The Sale is effective as at the date (Item 6 of the Schedule). 4. The Seller shall retain full title to and property in the Equipment until payment has cleared. 5. The Seller makes no warranty as to the condition and suitability of the equipment and its fitness for the Purchaser's purposes. 6. The Seller offers a Warranty period on Parts and Labour only for the period (Item 5 of the Schedule) Unit/s must be serviced regularly for the warranty to apply. 7. The Purchaser shall notify the Owner forthwith in writing of any event which leads or might lead to a claim for compensation or a claim under any insurance policy and shall comply with the instructions of the Owner in connection with any such claim. 8. The Seller does not cover Loss of Stock or compensate for any product or loss of trade due to any equipment failure of the CDS product or power outage. 9. Adequate ventilation must always be secured for installation of the Product. "Adequate ventilation" or "well ventilated" means at least 200mm clearance near the vent of the product AND meeting the ambient temperature and humidity requirements specified for the product. Maximum Ambient Temperature . . . - FREEZER (25°C up to 30°C), FRIDGE (32°C up to 38°C), OPEN DISPLAY (25°C) / Max. Humidity – All (55% up to 65%). Please contact us for specifics of each model if uncertain. | <ol style="list-style-type: none"> 10. This agreement shall be governed by and construed in accordance with the laws of the State of Victoria. 11. Customer MUST inspect goods on delivery and report any damage immediately. No claims will be processed after 24 hours from delivery (or next working business day if weekend delivery). <p>RETURN/REFUND POLICY . . .</p> <ol style="list-style-type: none"> 12. a. No refund will be given if the Purchaser simply changes their mind. b. A replacement unit will be supplied if the unit has Major faults that cannot be repaired. c. For Minor faults, repairs will be carried out on-site if possible. d. Repairs/Refunds will not be applicable if an outside party works on, or damages the Unit, without prior approval from the Seller during the Warranty period; or due to damage done beyond human control. e. The Purchaser must advise the Seller of the intention to return the Unit within a reasonable time from the date of delivery, in writing via email to the address on the Sales Agreement below, or by post to the address on the Sales Agreement below. f. The Purchaser must advise the Seller of any faults within three (3) days of the fault incurring in order to allow the Seller time to ascertain the fault and repair. g. The Seller retains the right to charge a restocking/repacking fee if returned units are in need to repacking, and/or need to be added to our storage facility and stock lists. |
| <p>Email . . . For VIC, SA, WA, TAS - info@coldsolutions.com.au For NSW, ACT, QLD & NT – admin.nsw@coldsolutions.com.au</p> | <p>Address . . . Cold Display Solutions Pty Ltd 8 Norman Street, Peakhurst NSW 2210</p> |