



On Time, On Spec, On Budget

Fanden Pty Ltd
ACN 093 030 356
ABN 23 093 030 356
PO Box 498
Baulkham Hills NSW 1755
phone: 02 9639 6238
fax: 02 9639 7462
email: sales@fanden.com.au
web: www.fanden.com.au

WARRANTY CONDITIONS.

To the original purchaser of this product Fanden guarantees satisfactory operation for a period of twelve (12) calendar months from the date of purchase, subject to the conditions 1 to 9 below.

Fanden guarantees repairs will operate satisfactorily for a period of one (1) calendar month from the date of repair, subject to the conditions 1 to 10 below.

If new functionality is added via new hardware or new circuit boards are added to previously supplied equipment (eg in equipment returned for modification & upgrade or major repair via complete board exchange) then that new hardware is considered new equipment with a new 12 month warranty which does not extend to the remainder of the previously supplied equipment.

1. The product has been installed correctly in accordance with the product manual and has not been damaged, tampered with or misused In any way.
2. Products returned to the manufacturer must be accompanied by a short written report describing the conditions under which failure occurred, the nature of the fault, the suppliers name and the date of purchase.
3. When products which are returned to Fanden for warranty consideration are found to be operating satisfactorily a charge will be made for testing and handling. The product will be returned upon receipt of payment.
4. Fanden's sole obligation. and the purchasers sole remedy for any products returned for warranty consideration, is limited to repair (or replacement) at Fanden's option.
5. All freight, packing and insurance costs on products returned to Fanden are the responsibility of the purchaser. Fanden will pay the return freight, packing and insurance.
6. As Fanden has no control over, or supervision of, associated equipment or operational procedures, no responsibility can be accepted for any loss or damage caused by a fault in the product or its external wiring or connections.
7. Fanden shall not under any circumstances be liable for the loss of the use of a purchaser's equipment or facilities, or for the loss of any business or good will or profits, or for cost of inspection, transportation or storage, or for any incidental or consequential damages of any nature or description.
- 8 While our products may appear under various brand names, type numbers and logos, Fanden's provision of this product does not include or transfer any associated intellectual property or rights to the manufacture of the product. All aspects of its design, mechanics, circuit diagrams, printed circuit boards, logos and this document are copyright or subject to registered design.
- 9 This warranty does not cover batteries and fuses because these are especially prone to damage by misuse. All batteries and fuses are checked before dispatch.
10. Repair warranty applies to the repair only it does not extend to the entire assembly.

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these terms and conditions of sale:

- (a) "The Seller" shall wherever it appears mean Fanden Pty. Ltd. or any other company related to Fanden Pty. Ltd. which accepts the Buyer's order.
- (b) "The Buyer" shall mean the person, persons, company or business so described on the face hereof.

2. ENTIRE CONTRACT

These conditions cancel and are in substitution for all or any previous conditions, these conditions do not constitute an offer to sell or to supply the goods to any Purchaser. Subject to Clause 3 hereof these Conditions of Sale including the terms and conditions on the face hereof contain the complete and final agreement between the Seller and the Purchaser and no other agreement in any way modifying any of the said terms or conditions will be binding upon the Seller unless made in writing and signed by Seller's authorised representative.

3. BUYER'S STATUTORY RIGHTS

These Conditions of Sale shall not exclude, limit, restrict or modify the rights, entitlements and remedies conferred upon the Buyer or the liabilities imposed by the Seller, by any condition or warranty implied by a Commonwealth, State or Territory Act or Ordinance rendering void or prohibiting such exclusion, limitation, restriction, or modification.

4. INTEREST

The Seller may charge interest on all amounts not paid by the due date for payment and the Buyer undertakes to pay any interest so charged. Such interest shall be calculated on a daily basis from the due date for payment until the date the Seller receives payment at such rate, up to but not exceeding 2% per month, as the Seller may at its discretion deem fit.

5. RETENTION OF TITLE

The Buyer hereby acknowledges that the goods supplied by the Seller shall remain the property of the Seller until the Seller receives payment for the same. The Seller hereby agrees to allow the Buyer to deal, sell or trade with the goods in the normal course of business and for the Buyer to retain the sale proceeds of such sale or dealing provided that the Buyer adheres to the terms and conditions of the Agreement.

On happening of any one or more of the following events, namely:

- (a) The Buyer fails to make payment to the Seller on the due date.
- (b) A receiver and manager liquidator, provisional liquidator or official manager is appointed over all or any of the assets of the Buyer or a scheme of arrangement is proposed or approved with respect to the Buyer or a mortgagee enters into possession of any of the assets of the Buyer.
- (c) An application is made for the winding-up of the Buyer. The Seller may at its option exercise all or any of the following rights (notwithstanding any prior failure to exercise such rights):
 - 1) Demand payment of whole of the moneys owing from the Buyer to the Seller and the Buyer agrees to pay the same accordingly.
 - 2) Take possession of all items title to which has not passed to the Buyer and for that purpose the Buyer authorises the Seller by its servants or agents to enter any premises where the goods may be situated and to take possession thereof.
 - 3) With or without taking possession of the goods sell the same by public auction or by private treaty or by retail or wholesale by cash or on terms and generally as the Seller thinks fit and apply the proceeds actually received by the Seller after defraying expenses of sale and enforcement in or towards reduction of any debt by the Buyer to the Seller.
 - 4) The Buyer shall pay to the Seller the costs and expenses incurred by the Seller of solicitors, legal advisers, mercantile agents and other agents acting on the Seller's behalf in respect of any enforcement hereof or recovery or attempted recovery of either the moneys owing by the Buyer to the Seller or possession of the goods.

6. DELIVERY

The Seller will make all reasonable efforts to have the goods delivered to the Buyer on the date agreed between the parties as the Delivery Date, but the Seller shall be under no liability whatsoever should delivery not be made on this date. The Seller reserves the right of supplying any order in full or in part.

7. RISK

- (a) The risk in the goods purchased shall unless otherwise agreed in writing pass to the Buyer upon delivery to the Buyer or his agent or to a carrier commissioned by the Buyer.
- (b) The Buyer acknowledges that all items are subject to failure without warning and warrants that the Buyer will conduct a thorough risk analysis and ensure procedures are in place which guarantee the safety of persons, goods and equipment in the event of failure of any or all items or services recommended, designed, supplied, installed, tested or commissioned by the Seller.

8. PRICE

The price charged shall be the price ruling at the date of delivery unless otherwise agreed in writing. Any price indications or price lists are subject to alteration to price ruling at the Delivery Date.

9. CANCELLATION RETURNS AND CREDITS

Save and except as many be required by any applicable State or Federal legislation:

- (a) Goods will not be accepted for credit without the prior agreement of the Seller.
- (b) Requests for credits arising from incorrect invoicing must be made before the due date for payment of the invoice in question.
- (c) Unless otherwise agreed in writing orders cannot be cancelled once production of the goods the subject of the order has commenced and the Buyer shall be liable for the full purchase price notwithstanding any purported cancellation of an order.

10. FUTURE DEALING

Unless otherwise agreed to in writing by the Seller and notwithstanding any terms appearing in documentation provided by or on behalf of the Buyer the terms appearing herein shall be incorporated by implication into all agreements by the Seller to supply the Buyer with goods and or services.

11. AUTHORITY TO VARY CONDITIONS

No employee, servant, agent or representative of the Seller has any authority to vary these conditions or any part of them, and without limiting the generality of the foregoing, no warranty, representation, promise, agreement, term or condition whether express or implied made by any employee, servant, agent or representative of the Seller shall be deemed to be included in or form part of these Conditions of Sale, or operate in any way collateral to these Conditions of Sale other than those warranties, representations, promises, agreements, terms or conditions which expressly appear in these Conditions of Sale.

12. WARRANTY

The Buyer warrants:

- (a) That the information contained in the credit application is true, correct and accurate and is intended to be relied upon by the Seller to induce the Seller to grant any credit facilities or undertake the works.
- (b) That there is not other material circumstance or event that if known by the Seller would be likely to affect any consideration by the Seller as to whether or not to grant any credit facilities or undertake the works.
- (c) The Buyer acknowledges that all items are subject to failure without warning and warrants that the Buyer will conduct a thorough risk analysis and ensure procedures are in place which guarantee the safety of persons, goods and equipment in the event of failure of any or all items or services recommended, designed, supplied, installed, tested or commissioned by the Seller.

13. CLAIMS

Any claim for non-delivery, shortage in supply or damage occurring during the course of delivery or any claim for rejects by a Buyer must be in writing and in the case of installed equipment given to the Seller's site supervisor at commissioning or in the case of non installed equipment (eg hand radios and spares) given to the Manager of the Seller within 7 calendar days of delivery.

14. SEVERANCE

If any of these terms or conditions is or becomes for any reason wholly or partly invalid that term or condition shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining conditions.

15. JURISDICTION

Notwithstanding any implication of law to the contrary, all contracts between the Buyer and the Seller shall be deemed to be made and construed and to be enforceable in and according to the laws of the State of New South Wales and by mutual consent to be subject to the Jurisdiction of the Courts of that State.

16. CHANGE OF OWNERSHIP/REGISTERED PARTICULARS

The Buyer shall no later than 14 days prior to any proposed changes of ownership, change in Registered Particulars, alteration or addition to the Buyer's internal structure shall provide full details of the proposed change, alteration or addition, to the Seller and the Buyer shall be liable for any goods supplied by the Seller after such change, alteration or addition unless the Seller shall have acknowledged by writing acceptance of the intending change, alteration or addition.

17. DEFAULT

- (a) Any expenses, costs or disbursements incurred by the Seller in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Buyer providing that those fees do not exceed the scale charged as charged by that debt collection agency/solicitor.
- (b) The Seller shall be entitled without notice to terminate any credit arrangement with the Buyer in the event of the Buyer defaulting in any of the terms and conditions herein contained.