



TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE

- 1.1. Koldpak offers to supply goods and services subject to the following terms and conditions. These include but are not limited to the sale or hire of equipment and services and quotations.

2. PRICES

- 2.1. All prices given or quoted by Koldpak are subject to the availability of stock and/or personnel. Prices are ex warehouse unless otherwise stated and do not include delivery or insurance charges. Prices are subject to change without notice and goods will be charged at the current price at time of invoice. All prices are listed and/or quoted excluding Goods and Services Tax and this cost will be charged in addition to the price of the goods where applicable.

3. DELIVERY

- 3.1. Koldpak does not accept liability for costs or losses suffered by you for delays in the delivery, or manufacturing, of equipment and/or services supplied. Delivery times are intended as a guide only and do not form part of a legal contract. Failure to deliver within suggested guide times does not equate to the cancellation of an order and as such cancellation will only be accepted under the cancellation section of these terms and conditions.
- 3.2. Koldpak will place insurance on all goods in transit on Koldpak's account, the premium for which will be passed on to the purchaser. Koldpak is not liable for any loss or damages which occur as a result of transportation or mishandling by a company or companies appointed by Koldpak or any other party.

4. OWNERSHIP

- 4.1. In this clause unless context requires otherwise, terms used in this clauses have the same meaning given to those terms in the Personal Property Securities Act 2009 (Cth) as amended from time to time (PPSA).
- 4.2. Title in all products and equipment sold or manufactured remains with Koldpak and does not pass to you until all products and/or equipment are paid for in full. This payment includes any related costs including but not limited to freight, insurance, taxation, storage fees, administration costs and debt recovery.
- 4.3. Once the products and equipment are delivered to you they are at your risk and you must insure all products and equipment (or any part thereof) in which Koldpak retains title for its full replacement cost with a reputable insurer approved by Koldpak and note Koldpak's interest on the relevant insurance policy.
- 4.4. For the removal of any doubt, for the purposes of the PPSA, it is the intention of the parties by this clause, that there is created for Koldpak's benefit a Purchase Money Security Interest in the products and equipment.
- 4.5. You agree that Koldpak may register any Personal Property Security Interest created by these terms and conditions on the Personal Property Securities Register and you waive your rights to receive a Verification Statement in respect of any Financing Statement or Financing Change Statement registered by Koldpak in respect of the products and equipment.
- 4.6. You agree that, insofar as the provisions of Chapter 4 of the PPSA are for your benefit or place an obligation on Koldpak, those provisions will only apply to the extent that:
 - (a) they cannot be contracted out of; or
 - (b) to the extent that Koldpak otherwise agrees in writing.



5. PAYMENT

- 5.1. The receiver of any equipment or services shall pay cash on delivery equaling the total of the invoice. If, at Koldpak's discretion extended terms of payment are granted, all goods must be paid for in full within the agreed period. Failure to adhere to these terms of payment may, at Koldpak's discretion result in the charging of interest at a rate of 17% per annum on all monies in breach of trading terms as well as incurring a monthly administration fee of an amount determined by Koldpak at the time of invoicing. In the event that a debt collection agency is required, a fee equaling 12% of the outstanding amount will be charged to cover recovery costs.
- 5.2. Koldpak reserves the right to re-evaluate any customer's account limit and duration of trading terms at any time.

6. SUSPENSION

- 6.1. Accounts may be placed on stop credit 21 Days after breach of agreed trading terms.

7. CANCELLATION

- 7.1. Cancellations will only be accepted on stocked items and cancellation or restocking fees may be applied. It is entirely at Koldpak's discretion as to whether goods will be accepted for return. Cancellations or returns of special order or made to order products will not be entertained unless Koldpak's supplier is willing to accept the return. In such cases a restocking fee may be issued at Koldpak's discretion. Return freight is at the cost of the customer and any other costs associated with the original delivery of the equipment are not eligible for credit.

8. QUOTATIONS

- 8.1. All quotations given are intended as a guide and are subject to change. Equipment prices are subject to availability of stock at time of ordering. If for any reason the original prices are no longer available, new prices will be submitted to the customer for approval.

9. WARRANTY

- 9.1. All equipment sold by Koldpak is covered by the relevant manufacturer's warranty. Any equipment imported or manufactured by Koldpak and not covered by a third party is warranted for a period of twelve months from date of dispatch and does not take into account periods between dispatch and installation. Where denial of liability is prohibited under the Australian Consumer Law or the Competition and Consumer Act 2010 (Cth) (as amended from time to time) Koldpak will adhere to State legislation.
- 9.2. Koldpak warrants its products against defects in manufacturing excluding but not limited to use outside of the equipment's design parameters, incorrect installation or external influences. Koldpak warranty is return to base only and strictly limited to the part in question. Transportation and insurance costs, loss of refrigerant, labour costs, damage to other equipment and any other costs incurred by the failure of the part in question are the responsibility of the purchaser and as such Koldpak accepts no responsibility for such costs. (Refer to Koldpak's compressor and condensing unit warranty outline for more information regarding these products.)
- 9.3. Notwithstanding clause 9.1 and to the maximum extent permitted by law:

Koldpak is not responsible for the incorrect selection of equipment by you. Equipment recommended and/or quoted by Koldpak is intended as a guide only;

- (a) Koldpak makes no warranty that products and equipment recommended are suitable for your or for your intended application; and
- (b) you must rely on your own investigations and judgment in that regard.

10. INFORMATION

- 10.1. Any information given by Koldpak or its employees is subject to human error and as such Koldpak, to the maximum extent permitted by law, takes no responsibility for incorrect data including that found in but not limited to technical data, sales materials and all forms of administrative paperwork. All information is subject to correction if deemed necessary by Koldpak.