

## **KOLDPAK GENERAL TERMS AND CONDITIONS**

### **1. ACCEPTANCE**

All transactions involving Koldpak are subject to the following terms and conditions. These include but are not limited to the sale or hire of equipment and services, as well as any quotations.

### **2. PRICES**

All prices given or quoted by Koldpak are subject to the availability of stock and/or personnel. Prices are ex warehouse unless otherwise state and do not include delivery or insurance charges. Prices are subject to change without notice and equipment 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 on top of the price of the goods where applicable.

### **3. DELIVERY**

Koldpak does not accept liability for delays in the delivery or manufacturing of equipment and/or services. 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. Koldpak will in no way accept liability for any costs incurred due to delays in delivery.

### **4. OWNERSHIP**

All products and equipment remain the property of Koldpak until the 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.

### **5. PAYMENT**

The receiver of any equipment or services shall pay cash on delivery equalling 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.

Koldpak reserves the right to re-evaluate any customers account limit and duration of trading terms at any time.

6. SUSPENSION

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

7. TRANSPORTATION

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. Delivery times are estimations only and as such Koldpak is not liable for delays.

8. CANCELLATION

Cancellations will only be accepted on stocked items and cancellation or restocking fees may be applied. It is entirely at Koldpaks 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 Koldpaks 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 buyer and any other costs associated with the original delivery of the equipment is not eligible for credit.

9. QUOTATIONS

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 buyer for approval.

10. WARRANTY

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 Trade Practices Act Koldpak will adhere to state legislation. 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 Koldpaks compressor and condensing unit warranty outline for more information regarding these products.

11. INFORMATION

Any information given by Koldpak or its employees is subject to human error and as such Koldpak 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.