

CONDITIONS OF SALE

All products sold by the supplier Opentrade Pty Ltd A.B.N. 81 006 941 877, trading as Melbourne Refrigeration & Catering Equipment, hereafter referred to as MR & CE, to any customer ("the Customer") are sold subject to the following terms and conditions of sale unless otherwise agreed to in writing.

1. The customer agrees that when the deposit has been received by MR & CE the full purchase price will be payable within thirty (30) days or within seven (7) days of the goods being available for collection or delivery whichever is earlier but always payment shall be received before such collection or delivery.
2. MR & CE shall prepare each order for collection at it's premises by an agent or courier of the customer. Within seven (7) days of receiving notification that an order is ready for collection pursuant to this clause the customer shall remove the order from MR & CE premises. The risk in respect of the orders shall pass to the customer upon delivery or collection of the order by the customer customers agent or courier as the case may be.
3. Installation is not included however where arrangements are made for the delivery of the goods to the customer then all working areas at point of delivery are to be cleared and power supply available at the time of delivery. Any extra time or work wasted due to non-fulfilment of the above condition will be charged at the prevailing rates.
4. Unless otherwise arranged the terms of payment are strictly by cash or bank cheque on pick up or prior to delivery. Where payment is not made by the due date penalty interest pursuant to the Penalty Interest Rate Act will be charged on a monthly basis.
5. MR & CE will attempt to provide the goods on the date agreed between the customer and MR & CE but the customer is advised that the date is an approximate date only. MR & CE will not be held responsible for any liability, loss of rent, custom or any other expense, damage or loss due to late delivery for any reason or cause whatsoever including and without limitation any consequential or indirect loss or any loss of trade or profit.
6. The contract of sale cannot be withdrawn or cancelled by the customer without the consent of MR & CE. The customer agrees that if the contract of sale does not proceed MR & CE will be entitled to retain the deposit to cover any losses and expenses incurred through the customers failure to comply with the terms of the agreement for sale.
7. The customer agrees that it will also be liable to pay any additional expenses or losses incurred by MR & CE including loss of time, commission and sale expenses, manufacturing expenses and any other incidental loss expense incurred up to the date of cancellation.
8. If at any time prior to complete payment to MR & CE, it ascertains that:
 - (a) the customer defaults in any payment of money or breaches any of the above conditions, or
 - (b) any goods traded in by the customer are found not to be his/her own property free from all encumbrances then MR & CE becomes entitled to resume their ownership and take possession of any goods delivered to the customer.
9. All equipment is to be insured by the customer against loss of stock or custom due to equipment breakdown and all motors are to be insured by the customer against fusion.
10. Goods supplied by MR & CE to the customer shall be at the customer's risk immediately on collection or delivery to the customer shall be at the customer's custody (whichever is sooner) and the customer shall insure the goods against all damage and such risks as it thinks appropriate and in accordance with condition 9 herein. The property in the goods supplied by MR & CE to the customer will not pass to the customer until all goods supplied by MR & CE have been paid for in full, the customer shall store the goods in such a manner as to show clearly that they are the property of MR & CE. The customer grants MR & CE permission to enter upon any land or premises or land where the products are stored to take possession of the goods in the event that any compliance has not been made in respect of any of the conditions contained in this agreement conditions contained in this clause have not been complied with MR & CE and the customer agree that the provisions of this clause apply notwithstanding any arrangement between the parties under which MR & CE grants the customer credit.
11. The Customer agrees that it will not sell or dispose of the goods other than in the normal course of business. The customer agrees that resale for less than the cost price charged by MR & CE to the customer will not be in the normal course of business.
12. If any provision/s of this agreement is deemed to be unlawful or unenforceable such provision/s shall be severed from this agreement and all other provisions or part thereof shall remain in force.

13. CANCELLATION AND RETURNS

- (a) A fee of 15% will be charged for the cancellation of any order or the return of any goods. The fee will be based on the value of the order or the sale price of the goods as the case may be.
- (b) Where the buyer delivers goods for return to MR & CE and if MR & CE accepts the return of those goods, the buyer will be given credit to the value of the sale price of those goods less any applicable fees and charges.
- (c) The credit given for the return of any custom made goods will be reduced by the amount of MR & CE's expenses in manufacturing or otherwise procuring those goods.

14. WARRANTY ON NEW EQUIPMENT

MR & CE will repair or replace any new part or product within the normal business hours from 9.00am - 5.00pm Monday to Friday within the Melbourne metropolitan area if it is satisfied within twelve months of the date on the invoice that the part or product is faulty.

If any goods or parts of goods have not been manufactured by MR & CE, MR & CE will transfer if possible to the customer the benefits of any warranties given to MR & CE by its suppliers without undertaking further liability. This warranty becomes null and void if:

- (a) any person other than MR & CE or authorised mechanic repairs or services the products without the consent of MR & CE or it's agents;
- (b) all motors and mechanical parts are not under adequate weather proof cover;
- (c) power provided does not comply with SEC regulations;
- (d) motors are not insured against fusion;
- (e) conditions of payment of purchase of equipment have not been fulfilled.

Whilst MR & CE will make every endeavour to respond quickly to a service call this warranty does not extend to any loss incurred due to delay in servicing equipment (see insurance condition 9 above) or to any damage or loss for any reason or cause whatsoever including and without limitation on any consequential or indirect loss or any loss of trade or profit or damage to any food or like products.

In the event that MR & CE elects not to exercise its right as a result of breach of these terms and conditions by the customer, such action will not constitute a waiver of the rights of MR & CE as contained in this agreement.

15. WARRANTY - SECOND HAND & RECONDITIONED EQUIPMENT

MR & CE will repair or replace any second hand or reconditioned goods or part thereof within the normal business hours from 9.00am - 5.00pm Monday - Friday within the Melbourne metropolitan area if it is satisfied within three months of the date on the invoice that the part or product is faulty. The warranty excludes any faults or items or repair that ought to have been apparent to the customer at the time of purchase.

The customer agrees that it is its obligation to inspect the goods for faults prior to purchase of the goods and that immediately upon signing of the invoice there shall be deemed acceptance of the goods by the customer. The customer agrees that if it, or any party on its behalf signs the invoice docket the goods will be deemed to be of merchantable quality and fit for the purpose for which they were sold.

16. WARRANTY - GENERAL

The warranty for both new, second hand and reconditioned equipment is valid only to the customer listed on the reverse and is the only warranty, guarantee or undertaking given by MR & CE in relation to the products listed on the reverse hereof. All other conditions, guarantees, warranties, undertakings or other terms are hereby expressly excluded.

Warranty is for equipment breakdown due to mechanical parts failure only, MR & CE reserves the right to reject any claims which it considers to be outside these conditions without liability.

Warranty does not cover:

- Condensation, rust, or dents in the cabinets or panels.
- Breakage or failure of glass, electric elements and light globes.
- Any breakages other than mechanical parts failure.

17. The customer acknowledges that they have inspected the equipment and the condition of the goods at the time of purchase and understands that they will not make any claim in respect of defects or faults existing at the time of purchase and apparent upon inspection.