

# Terms and Conditions of Sale - Australia only

## By placing an order with Selectronic Australia Pty Ltd, you agree to these terms and conditions

All products sold by Selectronic Australia (the seller) are done so on the terms and conditions stated herein and except as required by law.

Please confirm your acceptance of these terms and conditions before doing business with the seller.

Any purchase order must be in writing either by fax, written or electronic copy in response to the Seller's offer and will constitute recognition and acceptance, by the buyer of these terms and conditions as being the only conditions that will apply to the entire transaction. Any condition can only be varied by a written quote from the seller or the conditions of the sale contract accepted by the company in writing.

## Quotations and Prices

Unless otherwise stated in writing, all quotations are firm for 30 days and prices quoted are in Australian dollars, do not include GST and constitute an offer. Offers provided as budgetary quotations and estimates are for preliminary information only and shall neither constitute offers, nor impose any liability or responsibility upon the seller.

All quotations maybe subject to exchange rate variation as stated in any offer made by the seller. The buyer will be advised in writing of the variation which will be applied at time of invoice. The exchange rates used will be based upon the exchange rate provide by the Australian Commonwealth Bank on the day the goods are invoiced.

Where no individual offer is given by the seller, the current published Australian list price will be used if applicable to the product. Any discounts given on the list price will be as per an offer provided to the buyer in writing.

## Stock Returns

No stock items sold and delivered may be returned to us without our written authorisation via a return material authorisation number (RMA). Any products which are returned for credit will incur a restocking fee of 15% of the invoice value. No freight or handling charges will be credited or paid for by the seller.

## Terms of Payment

The terms of payment will be clearly stated on any offer provided by the seller and by accepting the offer by placement of order the buyer agrees to adhere to these terms.

Orders will not be processed until any required deposits have been paid and funds cleared.

Where a payment is required before delivery, the goods will not be despatched until funds are cleared.

Where a trading account has been established by the buyer with the seller, the buyer agrees to forward payment for any invoices within the terms of the account as shown on the invoice. A credit limit will apply to each account which is the maximum amount of credit that will be extended to the buyer at any time by the seller. If goods are due to be dispatched that will cause the buyer's credit limit to be exceeded, a payment will be required from the buyer that will ensure the credit limit is not exceeded after the goods have been invoiced. Any due goods will not be invoiced or dispatched until this payment has been received. It is the buyer's responsibility to ensure their credit limit is not exceeded or will not be exceeded by the invoicing of any due products.

Accounts which are not paid by the due date will be charged an accounting fee of \$20 per transaction and attract interest at a rate of 1% per month, accrued from the due date.

The seller may at anytime, and at their sole discretion, vary the buyer's terms of credit if the buyer is in breach of these terms and conditions or for any other reason.

## Account requirements

New buyers must pay for their first order on a cash basis, after which the buyer may apply for a credit account.

For a new credit account to be established or an existing account to remain open, a minimum transaction amount of AUD\$1000 per month must be purchased.

An account application form must be completed and forwarded to the account manager prior to consideration for credit; approval or otherwise can take up to 28 days. The granting of credit will be at the sole digression of the seller and no reason will be given for a declined application for credit.

## Payment Options

If account customers choose to pay for goods before they are despatched then a pre payment discount of 1.5% will be applied to the invoice value unless otherwise stated in any written agreements. Payment methods include Visa card, MasterCard and EFT.

## Custom products

A 35% deposit is required for any custom manufactured goods. Custom manufactured goods are any products that are not listed on the sellers "stock item" product card. This deposit is required regardless of account status. Cancellation of orders for custom products will incur a cancellation fee as set by the seller. Depending on costs already incurred at time of cancellation fee may be up to 100% of quoted value. A minimum value of \$500 applies to any custom manufactured item.

## Freight costs and conditions

Unless otherwise stated in writing by the seller, all freight costs will be borne by the buyer. Unless nominated by the buyer, the seller shall nominate the chosen carrier. Any inverter product despatched within Australia will be automatically insured. Insurance will be charged at 0.5% of product invoice value.

If the buyer nominates their own freight they are also responsible for the insurance of the product. Under these conditions the seller will take no responsibility for the goods once they have left the seller's premises.

It is the buyer's responsibility to ensure the consignment is received in good condition. If the product has been damaged in transit and/or the shock watches have been activated, then the buyer should not accept goods. If the buyer does accept goods that are suspected to be damaged, then the nature of the damage MUST be noted on the "proof of delivery". All cases of damaged goods MUST be reported to the Seller within 2hrs of buyer receiving of goods.

## Warranties

### Wound component division

All wound components are warranted for 90 days from date of invoice to be compliant with agreed specifications verified by any samples provided and to be free of defects in materials and workmanship at time of delivery. The seller's obligation under this warranty shall be limited to the repair or replacement of goods proven to be faulty at time of despatch.

On discovery of a warranty claim the buyer must notify the seller immediately and request an RMA form. Goods must be returned at the buyer's expense accompanied by a completed RMA form. The seller will be responsible for return freight costs.

The buyer will make no claim on the seller for reimbursement of any costs associated with the removal and reinstallation of defective goods.

Goods repaired by other parties will be done so at the buyers cost and will terminate any ability for future claims.

Under no circumstances shall the seller be liable for loss of anticipated profits or for interruption of operations or for any special, incidental or consequential damages of any kind.

## Matters relating to and peculiar to Inverter products

### Field servicing

Field servicing only applies to products that Selectronic deem to be field serviceable at the time of the repair. Selectronic may change the list of eligible field serviceable units from time to time. See the Web site <http://www.selectronic.com.au/> or contact Selectronic via phone or email for details.

The customer may choose to purchase a new assembly or assemblies for field servicing. All assemblies will be invoiced at the listed price and charged to the customer with any freight and handling charges. The assemblies must be paid for when the account falls due. If the customer does not hold a current account with the seller, payment for the assemblies must be made in full before they will be shipped.

Assemblies installed by an accredited installer will carry a 60 day warranty. Those installed by a non accredited installer will carry a 7 day warranty.

### Field servicing for Products within Warranty period

Units which have failed more than once within the warranty period will not be eligible for field service and must have the complete unit returned to the seller or one of its accredited service agents. The seller takes no responsibility to provide alternative product during any repair times.

If a unit fails within its warranty period and is a field serviceable unit, the seller will provide a replacement for

the failed module of a similar condition and age to that being replaced.

If diagnosis is required from Selectronic, we will endeavour to make the most accurate judgement with the information supplied. Selectronic take no responsibility for the accuracy of this diagnosis.

Once the field service has been completed, the old assemblies must be returned and received by the Seller within 14 days from the date of the repair.

Once the replaced assemblies have been returned, they will be assessed within 5 working days of their receipt at the seller. If the seller deems- the warranty to be valid a full credit will be given on the invoice for the shipped assembly(s). If there is damage to the assemblies outside the warranty conditions, a partial refund or no refund will be given at the full discretion of the seller. If the assemblies have not been assessed with 14 working days, a full credit will be given regardless. No refund will be given on the Field service levy.

If the returned modules have not been received by Seller with 14 days, no refund will be given on the returned assemblies.

If the field service is carried out by a Selectronic Accredited Installer (SAI) then the unit warranty will continue as previous and the warranty expiry date will not change. This also includes replaced modules.

If the field service is not carried out by a SAI then the warranty will be void.

### **Field servicing for Products outside Warranty period**

Once the field service has been completed, the old assemblies may be returned and received by the Seller within 14 days from the date of the repair.

Once the replaced assemblies have been returned to the Seller in a reasonable condition, a maximum of 20% credit will be given on the invoice price of the shipped assembly(s). If there is excessive damage to the assemblies a partial refund (less than 20%) or no refund will be given at the full discretion of the Seller. No refund will be given on the Field service levy, freight or handling charges.

If the returned modules have not been received by Seller with 14 days, no refund will be given on the returned assemblies.

If the field service is carried out by a SAI then the replaced assemblies will be warranted for 60 days from date of sale.

If the field service is NOT carried out by a SAI then the replaced assemblies will be warranted for 7 days from date of sale.

No discount will be given on the field service levy or any handling charges.

### **Field Service Levy**

Any assemblies sent out for field service repair will be charged a Field Service Levy (FSL). The FSL is regardless of warranty status. FSL charges are as follows and are NET prices;

<b>INVERTER TYPE</b>	<b>SAI</b>	<b>Non SAI</b>
Stand Alone Inverters (no charging ability)	\$49	\$95
Single Phase Inverter Chargers	\$96	\$185
Three phase Inverter Chargers	\$185	\$365

*Prices do not include GST*

### **Installer charges**

Under no circumstances is the seller responsible for expenses incurred by the customer, installer or any other person relating to the repairing of goods supplied by the seller. The seller is not responsible for any losses incurred due to a product being decommissioned for repair.

Only SAIs may make a claim against Selectronic for losses, this must be agreed to in writing before the cost is incurred. Any claim will be paid at the rate of AUD\$60/per hour (max 3hrs) for labour and AUD\$35/per hour for travelling (max 8hrs). If the cost is granted, it is at the discretion of Selectronic on how the cost will be reimbursed. Credits may be paid in the form of subsidised pricing on future orders or a cash payment. All requests for compensation must be substantiated with receipts and a detailed report.

Requests for compensation after repairs are carried out will be denied.

### **Warranty duration after repair**

The duration of the original warranty period will not be extended after repair. Any out of warranty repairs on complete units carried out by the Selectronic repair department will carry a 90 day warranty limited to the parts and labour related to the repairs carried out.