

STANDARD TERMS & CONDITIONS QUOTED, GENERAL SERVICE & REPAIR WORK

1. Quotations and Orders

Receipt of the Buyer's order shall not bind Frontline Fire & Rescue Equipment Ltd until it has confirmed acceptance of the order and approved terms of our credit policy. All Quotes are valid for a period of thirty (30) days (unless otherwise stated on the quote or by Frontline Fire & Rescue Equipment Ltd.'s staff); after this period, Frontline Fire & Rescue Equipment Ltd reserves the right to revise the quotation. Prices given are applicable to that quotation only and will not necessarily apply in any other circumstance. Prices are subject to change as necessary.

2. Modifications

If Frontline Fire & Rescue Equipment Ltd is asked to carry out additions or modifications to equipment and/or perform additional services or more frequent services, these will be deemed a variation and the quotation will be adjusted accordingly. Any variation will take into consideration the nature and extent of such additions or modifications and the cost Frontline Fire & Rescue Equipment Ltd incurs in performing these, but (subject to this) all other conditions of the quotation will continue to apply.

3. Terms of Payment

- a) Property and ownership in the goods will not pass to the Buyer but will remain with Frontline Fire & Rescue Equipment Ltd until payment in full of the purchase price of the goods or services by the Buyer has been received by Frontline Fire & Rescue Equipment Ltd.
- b) Should the Buyer's cheque not be cleared, Frontline Fire & Rescue Equipment Ltd has the right to retake possession of the goods. To this extent, after giving forty eight (48) hours' notice to the Buyer, Frontline Fire & Rescue Equipment Ltd shall be entitled to enter upon the Buyer's premises between 9:00am and 5:00pm to retake possession of the goods.
- c) Invoices for:
 - (i) the supply of equipment shall be payable in full by the Buyer thirty (30) days from the date of the invoice (subject to credit approval).
 - (ii) parts, site services and other similar services shall be payable in full by the Buyer thirty (30) days from the date of the invoice (subject to credit approval).
- d) If payment is not received by the due date interest may be charged at Frontline Fire & Rescue Equipment Ltd.'s current bank overdraft rate plus four per cent on the sum outstanding for the period from the due date until the date payment is received by Frontline Fire & Rescue Equipment Ltd. If at any time monies are overdue and owing upon any invoice then outstanding, the whole of the amount of all invoices then outstanding becomes immediately due and payable.
- e) The Buyer shall be liable for all costs of whatsoever nature of and associated with the exercise of Frontline Fire & Rescue Equipment Ltd.'s rights under this clause, which costs shall be payable on demand.
- f) Parts credit policy: If ordered and purchased from another supplier, no credit will be offered. If out of our stock, handling and re-stocking fee will be charged of 15% plus any Freight applicable.

4. Buyer Delayed Delivery

Should the Buyer delay delivery of the equipment, Frontline Fire & Rescue Equipment Ltd reserves the right to store the equipment and to obtain payment as though the equipment had been delivered and to recover storage, insurance and handling costs incurred due to the delay. Frontline Fire & Rescue Equipment Ltd reserves the right to make progress claims when components and/or services are required ahead of scheduled delivery dates or when payment in full for the goods and/or services will be delayed.

5. Default of the Buyer

If the Buyer does not comply with the Standard Terms and Condition of Frontline Fire & Rescue Equipment Ltd, the granting of the credit facility to the Buyer is at the absolute discretion of Frontline Fire & Rescue Equipment Ltd to refuse the supply of further products or services to the Buyer. This will include any products subject to an order acceptance by Frontline Fire & Rescue Equipment Ltd prior to the date of exercise of Frontline Fire & Rescue Equipment Ltd.'s discretion, within the meaning of this paragraph. Frontline Fire & Rescue Equipment Ltd will not be liable to the Buyer for any loss or damage the Buyer may sustain as a result of Frontline Fire & Rescue Equipment Ltd refusing to supply the products or services. Frontline Fire & Rescue Equipment Ltd may at any time terminate the Buyer's right to purchase products and have services provided on credit, without the necessity of giving prior notice. A certificate, signed by the Director, Accountant, Credit Controller or other authorised person of Frontline Fire & Rescue Equipment Ltd stating the sum due and payable by the Buyer under this agreement at the date mentioned in that certificate, will be prima facie evidence that the sum so stated is the sum due and payable by the Buyer to Frontline Fire & Rescue Equipment Ltd under this agreement at the date. The cost of collection of any moneys due and payable, including but not exclusively the fees of any mercantile agent or Solicitor engaged by Frontline Fire & Rescue Equipment Ltd, will be recoverable on a full indemnity basis from the Buyer.

6. Cancellation Fees

If at any time the Buyer purports to terminate and/or cancel the contract entered into, then and without prejudice to any other rights or remedies Frontline Fire & Rescue Equipment Ltd may have hereunder or at law, Frontline Fire & Rescue Equipment Ltd will be entitled to recover from the Buyer such proportion of the total contract price (including GST), equivalent to the proportion of labour, skill and materials used by Frontline Fire & Rescue Equipment Ltd in its performance of the contract at the date of such termination or repudiation.

7. Delivery

The date of completion set forth in the quotation is made in good faith and is subject to Frontline Fire & Rescue Equipment Ltd not being delayed by instructions or lack of instructions from the Buyer, and Act of God, war, government, award, industrial disturbance, delays or damage to goods in transit, shortage of materials or any other cause beyond Frontline Fire & Rescue Equipment Ltd.'s control. In the event of a delay arising from, or contributed to, by any cause beyond Frontline Fire & Rescue Equipment Ltd's reasonable control, the delivery time will be extended commensurately and such delay in delivery will not constitute a breach of contract, nor will it affect other provisions of the contract to Frontline Fire & Rescue Equipment Ltd's disadvantage. Frontline Fire & Rescue Equipment Ltd will accept no liability for loss of use or for any indirect or consequential damages arising from delays in delivery.

8. Inspection during Maintenance

If desired, the Buyer will be allowed access to Frontline Fire & Rescue Equipment Ltd's premises for the purpose of inspecting the goods and works being carried out under the terms of the order. Such inspection will be by prior arrangement with Frontline Fire & Rescue Equipment Ltd and occur during normal business hours.

9. Product Change

Frontline Fire & Rescue Equipment Ltd reserves the right to make reasonable modifications in goods of any kind without notice to the Buyer and to deliver revised designs or models of products against any order, unless the right is specifically waived by Frontline Fire & Rescue Equipment Ltd in writing. Prior to making modifications of a major nature which may affect the Buyer in its contractual responsibilities, such modifications will be referred to the Buyer for acceptance.

10. Noise and Vibration

Information provided by Frontline Fire & Rescue Equipment Ltd concerning noise and vibration is given in an advisory capacity and is not part of the Frontline Fire & Rescue Equipment Ltd guarantee. Notwithstanding anything to the contrary contained within this document, Frontline Fire & Rescue Equipment Ltd will not accept any responsibility for noise and/or vibration unless specifically requested by the Buyer and agreed to by Frontline Fire & Rescue Equipment Ltd in writing.

11. Progress Claims

Frontline Fire & Rescue Equipment Ltd reserves the right to issue partial payment invoices as materials are supplied and certain services are completed and will issue a final invoice on finalisation of the work which is the subject of the quotation (less progress claims). Such progress claims will clearly define work completed or material made available. Payment is to be made by the Buyer in accordance with these Standard Terms and Conditions.

12. Freight and Insurance

Where quotations state that goods will be delivered free on board ex-company premises, unless stated in writing to the contrary, means Frontline Fire & Rescue Equipment Ltd will be responsible for any damage to goods up to the point of Frontline Fire & Rescue Equipment Ltd premises, after which it shall be the Buyer's risk in all respects. Upon written request, Frontline Fire & Rescue Equipment Ltd will act as agents on behalf of the Buyer to dispatch and insure the goods. Charges for freight and insurance arranged by Frontline Fire & Rescue Equipment Ltd in this respect will be billed to the Buyer's account directly by the carrier and/or insurer. The Buyer will insure the goods until paid for in full against loss or damage and will receive and hold the proceeds of any such insurance in trust for Frontline Fire & Rescue Equipment Ltd.

13. Price Variation

Sales Tax or Import Duty (statutory requirements) (if any) included in the quotation is based on the ruling rate of all items as at the date of the quotation. All variations, whether they are due to amendments of the relevant Acts or changes in interpretations of classifications, will be added to the Buyer's account. Variations to rates of exchange, freight, insurance, primage and cartage on imported equipment or components, affecting the amount paid by Frontline Fire & Rescue Equipment Ltd for the actual equipment or components supplied will be added to the Buyer's account.

14. Price Increases

Price Escalation. Prices payable are subject to CPI increase by Frontline Fire & Rescue Equipment Ltd on 1 January each year. In the event of any increase in labour or material cost to Frontline Fire & Rescue Equipment Ltd, Frontline Fire & Rescue Equipment Ltd may at any other time increase such prices by written notice to the Buyer.

15. Goods and Services Tax

- a) Any quote issued by Frontline Fire & Rescue Equipment Ltd does not include an amount on account of GST payable by Frontline Fire & Rescue Equipment Ltd unless otherwise specifically stated. If any supply made under or in connection with the Agreement is subject to GST, the Buyer must pay to Frontline Fire & Rescue Equipment Ltd an additional amount equal to the GST payable.
- b) The Buyer must pay the additional amount at the same time as the Buyer must pay the purchase price, or if a partial payment invoice is issued, at the same time as the buyer must make the first partial payment.
- c) Frontline Fire & Rescue Equipment Ltd will issue a tax invoice within twenty eight (28) days after receiving payment from the Buyer.

16. Warranty

- a) Save and except as required by law, no warranty is given where Frontline Fire & Rescue Equipment Ltd is not the manufacturer of products other than the warranty offered by the manufacturer of the goods supplied.
- b) Service Warranty: unless otherwise noted, warranty for labour service is ninety (90) days from the date of service. Warranty on parts is that which is specified by the parts manufacturer's warranty terms and conditions. Unless otherwise noted, these warranty's are normally twelve (12) months from the date of purchase.

17. Exclusions

Frontline Fire & Rescue Equipment Ltd does not assume contingent liabilities for:

- a) Damages, losses or injuries direct or consequential, that may arise from use of or inability to use product supplied.
- b) Abuse, neglect, or costs where product is installed, operated or applied contrary to installation and operating instructions produced by Frontline Fire & Rescue Equipment Ltd.
- c) Damage by fire, flood, abrasion, erosion, corrosion, chemicals, energy supply, foreign materials or deterioration due to extremes of environment.
- d) Refrigerant lost during shipment or during the warranty period.
- e) Equipment manufactured by others.

18. Entire Agreement

Subject to the terms of the Agreement, these Standard Terms and Conditions contained within this document embody the entire understanding and agreement between the parties to this Agreement as to the subject matter of these Standard Terms and Conditions. Subject to the terms of the Agreement all previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of these Standard Terms and Conditions are merged in and superseded by these Standard Terms and Conditions and shall be of no force or effect whatever and no party to the Agreement shall be liable to any other party to these Standard Terms and Conditions in respect of those matters. No oral explanation or information provided by any party to these Standard Terms and Conditions to another shall affect the meaning or interpretation of these Standard Terms and Conditions or constitute any collateral agreement, warranty or understanding between any of the parties to these Standard Terms and Conditions.

19. Service

Unless later time is specified in the Notice, a Notice takes effect from the time it is actually received or taken to be received:

- a) In the case of a letter – on the third Business Day after posting
- b) In the case of a facsimile:
 - i) if transmitted before 5:00pm on a Business Day – on that Business Day
 - ii) if transmitted after 5:00pm on a Business Day – on the next following Business Day
 - iii) if transmitted on a day not being a Business Day – on the next day being a Business Day provided that, in any instance, the sender can produce a transmission report by the machine from which the facsimile was sent which indicated the time and date of transmission

20. Validity

If any covenant or obligations of the Agreement or the application thereof to any person or circumstances shall be or become invalid or unenforceable, the remaining covenants and obligations shall not be affected thereby and each covenant and obligation of these Standard Terms and Conditions shall be valid and enforceable to the fullest extent by law.

IF YOU DO NOT UNDERSTAND THIS DOCUMENT, SEEK INDEPENDENT ADVICE

Frontline Fire & Rescue Equipment

Tel: 08 9444 9994 - Fax: 08 9444 5036

www.ffre.com.au