



STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS

This is a legal agreement between you and Isenring Electrics Pty Ltd ABN 47 009 909 522 ("Isenring", "we" or "us"). By placing an order with Isenring for the purchase of goods, you are deemed to have read and agreed to this Agreement.

1. Definitions

"Isenring" means Isenring Electrics Pty Ltd ABN 47 009 909 522.

"Isenring Premise" means 14 Blain Drive, Callemondah Queensland or any other locations as directed by Isenring.

"Agreement" means this Agreement between Isenring and the Customer for the supply of Goods ordered by Customer from time to time under these Terms.

"Customer" means an entity or person to whom or on behalf of whom Goods are supplied by Isenring.

"Goods" means products supplied to the Customer from time to time by Isenring.

"Terms" means the Terms and Conditions as contained in this Agreement.

2. Orders and Variation of Terms

- 2.1. Isenring reserves the right to vary all or any of these Terms from time to time. The placing of an order and receipt of the Goods will indicate your acknowledgement and agreement to these Terms and any amended Terms.
- 2.2. Where the provision of a particular order placed by the Customer is inconsistent with, or additional to these Terms, such provision will be excluded from the Agreement between Isenring and the Customer, unless otherwise agreed in writing by Isenring.

3. Force Majeure

- 3.1. In the event that Isenring is prevented from carrying out its obligations under this Agreement as a result of any cause beyond its reasonable control such as but not limited to Acts of God, pandemics, war, strikes, block-outs, flood and failure of third parties to deliver goods, Isenring shall be relieved of, and will not be liable for any delay or failure to perform any of its obligations and liabilities under the Agreement for as long as such performance is prevented.

4. Price List

- 4.1. The prices quoted in Isenring's price lists and advertising material from time to time are for guidance only. Unless otherwise agreed in writing, the price of the Goods will be as stated in Isenring's price list current on the date of order of the Goods.

5. Compatibility of Parts and Accessories

- 5.1. Isenring does not guarantee compatibility between all components sold. It is the Customer's responsibility to ensure that Goods are compatible before placing an order with Isenring.

6. Orders

Customer's Purchase Order

- 6.1. Any order placed by the Customer is an offer by the Customer to purchase a particular Good for the price specified in the quote that we provide you ("Order"). The Customer acknowledges that, by placing an Order, the Customer is agreeing to pay for and accept delivery of the Goods ordered.
- 6.2. By placing an Order, the Customer agrees to pay the price for that Goods, any Delivery Charge and any Other Charges which may apply as provided in Isenring's quote.
- 6.3. It is the Customer's responsibility to ensure the Order is correct before it is submitted to Isenring (including the quantities ordered). Once the Order has been accepted by Isenring, it cannot be changed or cancelled by the Customer. Any request for cancellation of the Order will be considered by Isenring on a case by case basis and it is within its discretion to accept or decline the cancellation request.
- 6.4. Isenring reserves its rights to accept or reject any Order placed by the Customer for any reason, including without limitation, the unavailability of any Goods.
- 6.5. Isenring may require additional verification or information before accepting any Order. The Customer agrees to provide Isenring with current, complete and accurate details when asked to do so by Isenring.

Cancellation of Order by Isenring:

- 6.6. Isenring reserves the right to cancel, at any time before delivery and for whatever reason, an Order it has previously accepted. Isenring may do this for example, but without limitation where:
 - 6.6.1. Isenring is unable to supply Goods which Isenring's suppliers previously promised to supply;
 - 6.6.2. An event beyond Isenring's immediate control such as flood, fire, storm, power failure, strike or computer systems failure which leads to Isenring being unable to supply the Goods within a reasonable time.
- 6.7. Where Isenring cancels an Order, it will send the Customer an e-mail notifying of the cancellation.
- 6.8. Isenring will not be liable to the Customer for any loss, damage, cost or expense suffered as a direct or indirect result of cancellation of the Order.

Custom Made Goods



6.9. An Order for Custom Made Goods are subject to the following additional terms:

- 6.9.1. The Customer is required to submit detailed design specification, drawings and other relevant documentations to Isearing at the time a request is made for the purchase of Custom Made Goods ("Request"). Isearing may request further information from the Customer about the Request where deemed necessary.
- 6.9.2. Following receipt of the Request, a quote will be provided to the Customer for production of the Custom Made Goods. It is the Customer's responsibility to ensure the specification and quantity of the Custom Made Goods as specified in the quote is accurate.
- 6.9.3. By placing an Order for Custom Made Goods, the Customer is required to pay a non-refundable deposit equivalent to 20% of the value of the Order. This deposit will only be refunded in the event the Order is cancelled by Isearing.
- 6.9.4. Once the Order for Custom Made Goods has been accepted by Isearing, it cannot be changed or cancelled by the Customer. If the Customer cancels the Order, the Customer will remain liable to pay the outstanding balance of the Order within seven (7) days of such cancellation.

7. Payments

- 7.1. All of our prices are in Australian dollars (AUD) and include 10% GST (Goods and Services Tax). If delivery charges or other charges are applicable, then such charges will be provided in our quote.
- 7.2. Prices quoted are based on payment by either Cash, EFTPOS, Direct Deposit, Credit Card or Cheque. Credit card (American Express) payments will attract a surcharge payable by the Customer in addition to the quoted price.
- 7.3. You must not pay, or attempt to pay, for Goods through any fraudulent or unlawful means
- 7.4. Goods will not be dispatched to the Customer until the payment for the Goods has cleared. If the payment cannot be processed, the Order will be rejected and Isearing will notify the Customer by email.

8. Deliveries

- 8.1. Delivery shall be made to the Customer at the address provided to Isearing in the Order.
- 8.2. Isearing will use its best endeavours to deliver the Goods in accordance with its estimated delivery dates provided in the Order. However, Isearing does not warrant that the Goods will be delivered within this time frame.
- 8.3. Delivery of Goods will be accepted in writing by the Customer or its duly authorised representative, servant or agent by placing a signature on the proof of delivery document and that signature shall constitute conclusive evidence of delivery to the Customer of the Goods ordered in the quantity set out in the Order. Where there is no signature on the document

as a result of the Isearing following verbal or written instructions from the Customer to deliver the Goods without signature, or delivering Goods as a matter of routine without signature, then the notes written on the delivery document by Isearing's representatives shall constitute conclusive evidence of delivery.

- 8.4. It is the Customer's responsibility to be available for delivery at the designated address and to sign and accept the Goods. Redelivery attempts may cost extra and may be passed on to the Customer if delivery address is unattended. The Customer is responsible for all extra freight charges, which include redelivery, redirection, refused shipments and incorrectly given delivery details.
- 8.5. If the Customer requires Goods that have been ordered to be re-directed to an address which is not the original Order address, Isearing may charge the Customer a reasonable fee for doing this.
- 8.6. If the Customer provides Isearing with an authority to leave a delivery at a certain location, we will leave the Order at the specified location even if no one is around to receive it. Please note in this case Isearing cannot be held responsible for lost or damaged deliveries after they have been dropped off.
- 8.7. The Customer shall immediately upon delivery make an inspection of the Goods. If Goods received are not in accordance with the Order, then the Customer must contact Isearing in writing within seven (7) days of receiving the delivery. Do not open any packaging or use the Goods as it will be deemed an acceptance of Goods and will not be accepted for return. All claims for shortages/incorrect shipment must be made within seven (7) days of receipt of Goods, otherwise the Customer is deemed to have accepted the Goods.
- 8.8. Except to the extent expressly set out in this Agreement or otherwise required by law (including, without limitation, the Australian Consumer Law), neither Isearing nor any of its agents will be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of non-availability, non-delivery or non-supply of goods, purported late or late delivery by Isearing to the Customer, or any failure to meet an estimated delivery date provided by Isearing to the Customer and generally the time of delivery shall not be of the essence

9. Collecting Goods from Isearing Premise

- 9.1. If the Customer elects to collect the Goods from Isearing Premise, the Customer must collect the Goods on the date set out in the Order or, within five (5) days of the Customer receiving notice from Isearing that the Goods are ready for collection. Isearing reserves its rights to charge the Customer a handling and storage fee if the Goods are not collected within the specified time.
- 9.2. The Customer must, in writing, nominate the person who will be collecting the Goods on behalf of the Customer. Any person collecting an order on behalf of the Customer must present his/her photo-ID and allow Isearing to take a copy of this ID for fraud prevention purposes. The copy will not be used by Isearing for any other purpose or disclosed to any person outside of Isearing. Isearing have the right to refuse collection of Goods if the nominated person cannot or will not satisfy the aforesaid requirements.



- 9.3. If the Customer elects to collect the Goods from Isenring Premise, it is the Customer's responsibility to ensure the Goods are secured safely and in accordance with the applicable laws governing the transfer of Goods. Isenring accepts no responsibility for damages or losses incurred as a result of the Customer transporting the Goods.

10. Change of mind Returns

- 10.1. Isenring does not accept a request to return a purchased Good where the Customer has simply changed its mind, made a wrong selection or have simply found the Good cheaper elsewhere.
- 10.2. Notwithstanding clause 10.1 above, Isenring may at its absolute discretion accept a request for a return of Goods, and if so, any returned Goods will attract a 20% restocking fee if:
- 10.2.1. The Goods was ordered in especially for the Customer;
or
- 10.2.2. It is returned after fourteen (14) days from date of delivery.

11. Ownership and Risk

- 11.1. Risk of loss or damage to the Goods passes to the Customer on delivery or at the time of collection from Isenring Premise.
- 11.2. Isenring remains the legal owner of the Goods, with full legal title and property to the Goods, until full payment has been made by the Customer to Isenring for the Goods.

12. Termination

- 12.1. Isenring may terminate this Agreement, or suspend or cancel any current Order, by written notice to Customer if Customer does not pay any amount in accordance with these Terms and upon such event, Customer must immediately pay all amounts owing to Isenring under this Agreement.

13. Proper Use of the Goods

- 13.1. Where applicable, Isenring will provide all written instructions and documentations relating to the proper installation, use and maintenance of the Goods by the Customer in compliance with any relevant statutory or regulatory requirements ("Proper Use").
- 13.2. It is the Customer's responsibility to ensure that the Goods are used in accordance with its Proper Use. Isenring will not be liable for any loss or damages (direct, indirect or consequential) of any kind and nature that is a result of or caused by the Goods not being used in accordance with its Proper Use.
- 13.3. At the request of the Customer, Isenring may provide training on the use of the Goods. Isenring will charge the Customer a fee for the provision of this training, which is in addition to the costs of the Goods.

14. Manufacturer's Warranty

- 14.1. Goods which are the subject of a manufacturer warranty claim must be returned to Isenring at 14 Blain Drive, Gladstone Qld within the warranty period. The warranty period will vary depending on the Good supplied. To the full extent permitted under Australian law, the cost of returning the Goods will be borne by the Customer. All warranty claims should be made in writing to admin@isenring.com.au.
- 14.2. If the Goods returned to Isenring for warranty is deemed to be not faulty, Isenring reserves its right to charge a service fee for each Good returned. Shipping charges to return the Goods to the Customer will be applied. In addition any fees charged by a relevant authorised service centre or manufacturer may also be charged.
- 14.3. The timeframe for the whole warranty process may vary depending on the nature of the claim and the type of assessment required.
- 14.4. When returning a Good, it is the Customer's responsibility to ensure it is adequately packed. Isenring takes no responsibility for Goods that arrived damaged which have been damaged in transit. All such damaged Goods will be rejected immediately and costs for return shipping will be charged.
- 14.5. Once the returned Good has been received, Isenring will determine whether the assessment of Good is to be undertaken by the manufacturer directly or by Isenring (an authorised warranty agent). If the assessment needs to be undertaken by the manufacturer, then Isenring will send the Good to the manufacturer, and we will ask the manufacturer to assess the Good and provide their assessment within a reasonable timeframe.
- 14.6. Upon completion of the assessment, Isenring will advise the Customer as to whether:
- 14.6.1. there is no fault found;
- 14.6.2. there is a non-major fault which can be repaired within a reasonable timeframe;
- 14.6.3. there is a major fault found and the Customer is offered a replacement; or
- 14.6.4. the Goods has been damaged through misuse, abnormal use or negligent use.
- 14.7. Where the assessment results finds that there is no fault with the Goods, or that the Goods has been damaged due to misuse, abnormal use or negligent use, then
- 14.7.1. Isenring will not offer a replacement; and
- 14.7.2. The Customer must pay Isenring for any fee incurred by Isenring in connection with the assessment of the Goods, the transportation of the Good to and from the manufacturer and the shipping costs of returning the Goods to the Customer.

15. Limitation of Liability and Warranties



15.1. The Customer may have certain rights under the Australian Consumer Law, which is Schedule 2 to the Competition and Consumer Act 2010 (Cth) including consumer guarantees that the Goods and Services Isenring supplies to the Customer will be of acceptable quality, fit for the purpose disclosed and carried out by Isenring with due care and skill. The Terms of this Agreement do not exclude or limit these guarantees or any other statutory rights that Customer may have under applicable laws.

15.2. To the extent permitted by law:

15.2.1. all guarantees, conditions and warranties, express or implied, by law, custom or otherwise are excluded; and

15.2.2. Isenring's liability for any loss or damages arising from a breach of such guarantees, conditions and warranties, or any provisions of this Agreement, is limited to:

15.2.2.1. in the case of Goods, either replacement of the Goods, the supply of products equivalent to the Goods, the repair of the Goods, or the cost of replacing the Goods or acquiring products equivalent to the Goods, or the payment of the cost of having the Goods repaired; and

15.2.2.2. in the case of Services, the supply of the Services again or the payment of the cost of having the Services supplied again.

15.2.3. The Customer indemnifies Isenring against any loss or damages which Isenring pays, suffers, incurs or is liable for in connection with any breach of the

Terms of this Agreement, or negligence by Customer or in connection with Isenring exercising its rights under this Agreement.

16. Notices

16.1. Any notice given in connection with this Agreement must be in writing and must be addressed to a party and hand delivered to, or sent by post, or email to, the party's registered office or principal place of business for the time being or at any other address notified for the purpose of the service of notices.

16.2. A notice is taken to have been given, in the case of being hand delivered, on the date on which it is delivered; in the case of being sent by post, on the third day after the date of posting; and, in the case of delivery by email, when sent, unless the sender is notified, by a system or person involved in the delivery of the email, that the email was not successfully sent.

17. General

17.1. This Agreement is governed by the laws of Queensland, Australia. The Customer and Isenring submit to the exclusive jurisdiction of the courts of Queensland, Australia.

17.2. The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforceable.

17.3. Any delay or forbearance by Isenring in respect of its rights under this Agreement does not constitute a waiver of its rights

17.4. The Terms in this Agreement set out the entire understanding and agreement between the Customer and Isenring with respect to its subject matter.