

Manatronics

7th September 2009

Thank you for choosing to do business with Manatronics Pty Ltd.

Conditions of Sale

These Conditions of Sale supersede any previous conditions set down by Manatronics Pty Ltd.

Definitions

“Supplier” shall mean **MANATRONICS Pty Ltd.**

“Customer” shall mean the Person, Firm or Company, whether as an “End User” or as a Distributor, who places an order with the Supplier and/or to whom a quotation is submitted, and/or to whom a sale is made.

Special Conditions

In the event of the Customers order containing special printed conditions, the order for the goods will only be accepted by us on the understanding that those conditions are not at variance with our own, or if there is a variance, that such conditions have been waived by the Customer.

Conditions of Quotation and/or Sale.

All business transacted by the Customer with the Supplier shall be made on the Terms and Conditions set out herein, (whether or not the Customer has formally executed this document).

Prices quoted by the Supplier do not include Goods and Services Tax unless noted in writing by the Supplier, (or any other Taxes or charges)

Prices quoted by the Supplier do not include the cost of freight or insurance.

The Supplier accepts no responsibility for Loss or Damage of Goods in Transit. It is the responsibility of the Customer to ascertain that the correct number of packages has been received and that they are intact and in good order.

Any claim for discrepancies in order must be advised in writing to the Supplier within seven days of receipt of the goods.

The Customer is not entitled to withhold payment or to make any deductions from the invoice price without the prior written consent of the Supplier.

The supplier gives no warranty that the goods are suitable for the purpose for which the Customer purposes to use them and the Customer must be satisfied in the Customers own judgement that such goods are in fact so suitable. As the supplier may have no control over the inclusion of any goods as components of any process or equipment the supplier gives no warranty that the goods will function in any particular way.

Copyright in all drawings, diagrams, schematics, specifications and other technical information provided by the Supplier in connection with the goods are vested in the Supplier and is confidential and must not be copied, lent or used without the Suppliers written consent.

Delivery

The Supplier will make it's best endeavours to meet delivery estimates but cannot accept any liability whatsoever for failure to do so and failure to meet a delivery date shall not prejudice any transactions as regards other orders.

Payment

For ALL non-standard / Special models:

These require a 50% payment with the order by direct deposit / TT bank transfer against the pro-forma invoice and the remaining 50% payment will be due against pro-forma invoice, prior to delivery of the goods.

For standard models:

i) Australian orders:

For orders placed where no credit history is established with the customer, then 100% payment will be due against the pro-forma invoice, prior to delivery of the goods, by direct deposit.

For orders placed where we have agreed to a credit account, payment is strictly 30 days, from the earlier of date of invoice or receipt of goods. The Supplier reserves the right to charge interest at 10% per annum where payment is not made by the due date.

ii) Overseas orders:

All orders placed from outside of Australia require 50% payment by TT bank transfer against pro-forma invoice, which will be issued on placement of order. The remaining 50% payment will be due by TT bank transfer against the pro-forma invoice, prior to the dispatch of the goods.

iii) **Currency** All payments to be made in AUD (Australian Dollars) unless otherwise agreed.

iv) **Exchange rate** Where items are quoted in foreign currency, Manatronics Pty Ltd reserves the right to adjust the invoice value in line with the exchange rate at the time of invoicing.

Cancellation Any cancellation of an order by a customer, in whole or in part will only be accepted in writing and constitutes acceptance by the customer to reimburse Manatronics Pty Ltd in full for all material and labour costs incurred up to the cancellation date, in respect of the order, including all profit and sales commission associated with the full order value, plus a 15% cancellation cost based on the original order value.

Cancellation charges will be invoiced immediately after the cancellation becomes effective for settlement within 7 days of the invoice date.

Payment by cheque is not an option.

Retention of Title

The risk in the goods supplied by the Supplier to the Customer shall pass to the Customer on delivery but ownership in them shall not pass to the Customer until the Customer has discharged all outstanding indebtedness to the Supplier whatsoever.

Until payment in full of such indebtedness has been made, the Customer acknowledges and agrees that:

- (a) The goods supplied are held by the Customer as bailee to be sold as agent for and on behalf of the Supplier.
- (b) The Customer shall store the goods supplied in such a way that it is clear that they are the property of the Supplier.
- (c) The Customer hereby irrevocably gives the Supplier, its Agents and Servants, leave and licence without the necessity of giving any notice to enter on and into any premises occupied by the Customer to search for and remove any of the goods supplied by the Supplier to the Customer or in which the Supplier has ownership as aforesaid without in any way being liable to the Customer or any Person or Company claiming through the Customer.
- (d) If the goods have been sold by the Customer prior to payment in full of the outstanding indebtedness to the Supplier:
 - (i) The proceeds of such a sale shall be the property of the Supplier and the Customer shall hold such amount in trust for the Supplier but for an amount no more than such indebtedness.
 - (ii) Then any claims the Customer holds against the Third Parties in respect of such sales shall be handed over to the Supplier, if the Supplier so requires, but for an amount no more than such indebtedness.

Law

All transactions between the Supplier and Customer shall be governed by and in accordance with the Laws of the state of Queensland, Australia.

Patents and Copyrights

- (a) Copyright in all drawings, specifications and other technical information provided by the seller in connection with the goods are vested in the seller and is confidential and must not be copied, lent or used without the sellers written consent.
- (b) If any goods are to be supplied to the Customers design, the Customer warrants that the manufacturer and supply of such goods by the Supplier will not infringe any patent, copyright or other rights of any other person and the Customer shall fully indemnify the Supplier against any liability incurred by the Supplier in the event of any claim being made.

WARNING NOTE TO USER:

If the equipment is used in a manner not specified by the manufacturer, the protection provided by the equipment may be impaired. If the equipment is not used in a manner as explicitly stated in the manual, then this shall be deemed to be misuse and will invalidate any warranty claim.

Warranty

Unless otherwise agreed in writing a standard warranty of 12 months, from date of dispatch from our works applies to all goods sold. Any faulty items will be replaced or repaired as deemed applicable by Manatronics Pty Ltd. after testing on return to our works. All equipment must be installed and used in line with the Manatronics Pty Ltd Operating and Maintenance Instructions as supplied with the equipment. Failure to adhere to these Operating and Maintenance Instructions or incorrect or faulty use of any equipment shall automatically invalidate all warranties. Transportation and insurance costs for items returned under warranty are not included in the warranty cover.

Descriptions and specifications

Descriptions, specifications, weights and other particulars contained in our literature, quotations or correspondence are as accurate as possible at the time of issue. However, in line with our policy of continual improvement, Manatronics Pty Ltd. reserves the right to make detail changes to specification, design or components at the time of design or manufacture. Manatronics Pty Ltd bears no responsibility for the accuracy of any data given in good faith or for the incorrect use by other parties of the equipment supplied.

Indemnification

The Customer agrees that it shall defend, indemnify, save and hold Manatronics Pty Ltd harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Manatronics Pty Ltd, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Supplier, its agents, employees or assigns. The Customer agrees to defend, indemnify and hold harmless Manatronics Pty Ltd against liabilities arising out of any injury to person or property caused by any products sold or otherwise distributed in connection with Manatronics Pty Ltd.