



COMFORT FROM
THE GROUND UP

SPEEDHEAT

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CONDITIONS OF SALE

1. Definitions

"Purchaser" is the individual or company buying the Goods; the "Seller" is Speedheat Australia Pty Ltd; the "Goods" are the heaters, thermostats and parts specified in the order or the invoice.

2. Prices

The Price Quotation excludes GST and will be invoiced at the ruling rate. Variations to the prices will be at the discretion of the Seller and will not be applicable unless agreed to by the Purchaser and the Seller.

3. Delivery

Delivery is ex warehouse, Cromer, NSW. Postage will be added to the pro-forma invoice, unless the Purchaser nominates his preferred carrier and account number. Delivery time is subject to Force Majeure.

4. Insurance

The Seller does not insure to cover damage or loss to Goods in transit. The Purchaser must arrange insurance for the transport of the Goods, if this is required.

5. Payment

Payment is against a pro-forma invoice before despatch. The Goods remain the property of the Seller until paid for in full and the Purchaser acknowledges the Seller's right of access to his premises to recover Goods not paid for.

6. Defects

The Purchaser must report to the Seller and the Carrier any shortage or visible defects to the Goods as soon as possible, but not later than 7 days of receipt. Failure to do this implies receipt in good order and discharges the Seller of liability. Defective or damaged Goods must be returned to the Seller with the invoice reference for inspection. The Seller will make good the shortage and where defects are due to a manufacturing fault, replace the Goods free of charge. Alternatively, the Seller may refund the Purchaser the price paid for the item. The remedies of the Purchaser shall be limited to the price of the Goods.

7. Refund

With the Seller's consent, the Purchaser may return with the invoice and within the month of delivery unused and undamaged Goods in its original intact packaging. The refund is subject to a 10% handling fee. Goods manufactured specifically to the Purchaser's specifications cannot be returned for credit.

8. Design

Where the Purchaser on sells to a third party, the Goods must be delivered in the original packaging with labelling and the instructions. The Purchaser must ensure that the Goods are suitable for his or the third party's particular purpose and acknowledges that he has not been induced by any representation.

9. Liability

The Purchaser must familiarise himself with the installation instructions of the heaters and ensure that the instructions and the current electrical regulations have been correctly implemented. The Seller is not liable for any defects or damages due to improper or misuse arising from installation contrary to the instructions.

10. Repairs

The Seller will not be liable for any damage, theft or vandalism of Goods stored at the address of the Purchaser or during the installation or otherwise of the construction of the building in which the Goods are to be installed. Repairs required as a result of damage caused by a third party will be done by the Seller or his representative at their current service and travel rates and the Purchaser agrees to pay such fees to the Seller. Any such damage voids the warranty on the Goods.

11. Consequential damage

The Seller is not liable for consequential damage, indirect loss, loss of production or loss of profit. The Seller's product liability in respect of the Goods to the Purchaser or a third party is limited to the condition set out in 6 above and shall not apply to the extent that they infringe product liability statutes which the parties cannot contract out of. These limitations will not apply if the Seller is found guilty of gross misconduct. One party must inform the other party forthwith of a damages claim lodged against one of the parties by a third party. Both parties are mutually obliged to be summoned to court or arbitration.

12. Specifications

All performance specifications in the Seller's literature are based on test conditions. Environmental factors such as building location, orientation, insulation, installation conditions and power supply will affect the actual performance. The Seller does not warrant the performance of the Goods to these specifications for the actual installation. The Seller reserves the right to change the specifications due to product development and the applicable standards.

13. Title

All samples, designs, drawings and literature remain the property of the Seller; the Purchaser cannot assign the same to a third party without the written permission of the Seller and must return the same if requested to the Seller.

14. Law

The laws of Australia are applicable to all contracts between the Seller and the Purchaser. Each of the above conditions is a separate provision. The validity of a provision is not affected by the invalidity of the other provisions.
