

Australian Warning Systems Pty. Ltd.

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TERMS AND CONDITIONS OF SALE

CUSTOMER WARRANTY:

The customer warrants to Australian Warning Systems Pty Ltd ("Australian Warning Systems") that he/she/it is both authorized to and has the capacity to enter into the Agreement with Australian Warning Systems pursuant to these Terms and Conditions of Sale.

PRICING: Australian Warning Systems reserves the right to change pricing and / or product specifications without prior notification. All orders will be invoiced at net prices in effect at the time of shipment.

SALES POLICY: Australian Warning Systems products are also available through numerous authorized distributors. Possession of Australian Warning Systems price list does not oblige any reseller to maintain the same pricing.

TERMS: Where an approved credit account is available, payment must be made within 30 days from the end of the month in which the purchase was made. Official government purchase orders will be payable within a period agreed to by an authorized representative of Australian Warning Systems, and as endorsed on the invoice. Payments for all other purchases are required prior to release of goods, or on completion of the service being provided. Acceptable methods of payment are cash, cheque, electronic funds transfer or credit card (Bankcard, MasterCard or Visa).

MINIMUM PURCHASES:

Cash sales: None
Credit card customers: \$10.00 net
Account customers: \$25.00 net

DELIVERY: The risk in the product for loss and damage passes to the customer upon delivery of the product. Where the receiver has an authorized account with an existing freight company, orders may also be shipped freight collect. Where required, Australian Warning Systems will arrange delivery and charge a rate applicable to each individual shipment. This amount will be shown as a separate item on all invoices.

CLAIMS: Claims for shortages or incorrect products must be made to Australian Warning Systems within seven days of receipt of shipment. Claims for damage or loss in transit must be made with the freight company.

WARRANTY: Any warranties that are given only apply to the original purchaser to whom the items were first sold and are not transferable to any other person. Unless indicated below, all items are guaranteed against faulty workmanship, materials or design for a period of twelve months from the date of despatch.

Strobe tubes, bulbs, fuses, and connectors - 30 days

WARRANTY RETURNS: Items returned under warranty shall be subject to factory inspection and repaired, replaced or credited at the discretion of Australian Warning Systems. Customer negligence, including incorrect installation will void any warranty, and costs for repair or replacement of such items will be charged to the customer. Any items to be returned are to be shipped freight prepaid to Australian Warning Systems. Authorized warranty claims will be returned to the customer freight free.

GOODS RETURNS: A 'Goods Return Notice' must be applied for to Australian Warning Systems, and accompanied with returned goods at all times. Returned goods will also be accepted back under the following conditions:

- All returned goods will incur a 20% restocking fee
- All returned goods are to be shipped freight prepaid to Australian Warning Systems.
- Returned goods must be received back in a "saleable" condition, including all packaging. Re-packing charges may apply for damaged boxes, etc.
- Replacement goods will be invoiced to the customer, and the returned goods credited on receipt. Refunds are not available.
- Goods held in the customers stock for over six months from invoice date will not be accepted back for credit or exchange.
- Special "made to order" goods, such as lightbars & roof mounting systems will not be accepted back for credit or exchange.

LIABILITY: Australian Warning Systems do not warrant the goods and services as fit for any purpose or of merchantable quality other than for the exact purpose for which the goods or services were specifically designed.

Australian Warning Systems shall not be responsible for any claims for any damage, loss or expense, resulting from the use of goods and services provided, for any reason whatsoever and in particular:

- Where the goods or services are used for a purpose other than that for which it/they were designed.
- Where the goods or services were not used according to the written instructions or directions that either came with the goods and/or were given verbally by Australian Warning Systems to the customer.
- Where the goods or services have subsequently been tampered with or interfered with by the customer.
- Where the goods or services have been used in non-compliance with or in breach of the law or any statutory rules or any other regulations.
- Where the goods or services are used by a third party who did not purchase the goods/services from Australian Warning Systems.

Australian Warning Systems shall have no liability in respect of failure to deliver or perform, or delay in delivering or performing, any obligations, due to any cause outside its reasonable control.

If the product requires an authorization or a permit for its use from any authority then it is the customer's sole obligation to enquire as to the need for and to obtain the permit or authority prior to the use of the goods or services.

VEHICLES / ITEMS LEFT AT CUSTOMER'S RISK: If the customer delivers a vehicle or other item to Australian Warning Systems to which the goods purchased from Australian Warning Systems are to be fixed, repaired or serviced then the vehicle or item is left with Australian Warning Systems solely at the risk of the customer and Australian Warning Systems shall not be responsible for or liable to the customer for any loss or damage to the customer's vehicle or item howsoever such loss or damage should occur.

BINDING AGREEMENT: The customer acknowledges that he/she/it has read the above Terms and Conditions of Sale and agrees to be bound by the same upon the customer's purchase of the goods or services by the customer from Australian Warning Systems. These terms and conditions are binding upon the customer only and are not transferable to or for the benefit of any third party whosoever unless agreed upon in writing by Australian Warning Systems.