

KARERA PTY LTD

Trading As: Karera Pty Ltd & Karera Communications



TERMS and CONDITIONS

Applicable to Quotations, Estimates and Sales

1. PRICES and VALIDITY

- 1.1 Prices quoted are in Australian Dollars (unless otherwise stated on the quotation), F.O.B. at the KARERA Tuggerah premises and Purchaser shall pay all transportation, insurance and other costs related to delivery of Products.
- 1.2 **GST is not included in pricing supplied. Purchaser must add 10% GST to prices supplied by KARERA to Purchaser.**
- 1.3 This offer shall be valid for a period of 30 days or a period shown on our quotation or estimate. Karera reserves the right to re-quote any offer, if not accepted within 30 days.
- 1.4 Prices of imported goods may vary due to exchange rates. All quotations for products subject to exchange rate variations have a maximum validity of 30 days from the quotation date.

2. PAYMENT

- 2.1 **All Shipments/services are made upon receipt of advance payment, at a minimum rate of 50% (fifty percent) of the total order value, unless otherwise specified.**
- 2.2 Where an account has been established, payment terms are as specified, or are as detailed on the quotation form and will apply to whether part or complete shipment is invoiced. The purchaser shall pay all duties and all taxes (such as GST) related to the transaction.
- 2.3 **Exchange rate variations will be charged on sales where the sale date is greater than 30 days from the quotation date.**
- 2.4 The terms for this sale are shown on the quotation document. Karera will, at its discretion, part ship or progress invoice orders as per the terms of the sale. Payment milestones may apply to large works.
- 2.5 Accounts not settled within the agreed terms will be on credit hold and no further products and services will be allowed until the accounts are within the agreed limits.
- 2.6 Where Karera provided services that come under the jurisdiction of the **NSW Government Building and Construction ACT**, payment for the work is subject to the terms and conditions of the NSW Government Building and Construction Industry Security of Payment Act 1999 – Section 3, and the Karera Terms and Conditions of sales.

3. QUOTE/ESTIMATE ACCEPTANCE, ORDER AND RETURN POLICY

- 3.1 The customer's acceptance of Karera's Quotation or Estimate includes only such work, products and services as is specified therein, notwithstanding that during the execution of the order, additional products and services may be required. These additional products and

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services will be invoiced to the customer at the standard rates that are applicable at the time.

- 3.2 The offer for delivery/work will be performed within KARERA's normal working hour.
- 3.3 The Purchaser shall, upon acceptance of our quotation, furnish an official purchase order to KARERA **detailing complete and correct information**. Such information shall include ABN and GST Registration, Purchase Order Number, Delivery Address, and Tax Exemption Number **duly signed by an Authorised Officer**, Purchaser's contact details, concise instructions and specifications of equipment required and shipping / transportation / installation instructions as applicable.
- 3.4 **NO WORK or PRODUCT ORDERING will be commenced until the receipt of an official purchase order or legally binding letter of intent from the customer. For emergency callout situations, the client is required to quote a purchase order number / job number or his / her name and contact details as verification of the customer's request to perform work. An order number is to be forthcoming as soon as practically possible.**
- 3.5 Where incorrect Information is provided, the Purchaser will be responsible **for any issues that arise from provision of the incorrect information**. The Purchaser will bear the cost of any alteration to the purchase of equipment or installation arising from any discrepancy, error or omission in any drawings, specification or other information **supplied at the time of the Purchase**.
- 3.6 KARERA shall not accept any goods returned, once purchased, under any circumstances, unless the product does not meet or perform according to the specifications as detailed in the manufacturer manual or specification sheet. Non conformance to specifications will need to be demonstrated by the Customer prior to returning of the products.
- 3.7 **KARERA will not accept for return any specially supplied accessories (e.g. cables, amplifiers, connectors, antennas, lighting arrestors etc.) once purchased by the Customer. These accessories are generally specifically ordered or manufactured by the supplier to meet Customer specifications and requirements.**

4. CANCELLATION AND VARIATION OF ORDER

- 4.1 The price offered is based upon the scope referred to in the offer. Should there be a variation in the scope ordered from that offered; KARERA reserves the right to amend the prices offered. Cancellation of an order will be subject to a minimum cancellation charge of 15% of the original purchase order, unit price. Additional cancellation charges may be assessed based on the date of the order and peculiarity of the item. Customer requests for variation of orders received prior to delivery, (eg. variation in quantity or products originally ordered), must be submitted in writing.
- 4.2 Variations that occur during installation due to site factors (including incorrect information) and weather conditions will be charged at the standard rate applicable for the item. Karera accepts no responsibility for delays due to variations in work scope, 3rd party interference or inclement weather conditions. **All variations to quotations, estimates and orders that occur on site will be subject to contract change and will be invoiced.**

5. WARRANTY, DISCLAIMER and LIMITATION of LIABILITY

- 5.1 **Karera warrants products shall be newly manufactured or warranted as equivalent to new. Liability shall be limited to claims made within 12 months (1 year) of the invoice/dispatch of products, unless otherwise stated.**

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- 5.2 **Karera's product liability shall** be limited to the repair or replacement of material only – labour and all other charges involved or expenses incurred in repairing or replacing defective products (including transportation of both repaired/replaced and replacement products) will be the responsibility of the Purchaser.
- 5.3 **All accessories i.e. cables, antennas, lightning arrestors, amplifiers etc. are not covered by warranty. All accessories are supplied following the specifications received from the Customer and will not be accepted back under any circumstances after purchase.**
- 5.4 **KARERA's liability in respect of any defect in, or failure of, the Products or for any consequential loss or injury or damage attributable thereto, is limited to the replacement (at KARERA's option) or the repair of any part of the products which was supplied by KARERA's and the defect in which, under proper and normal use, arises solely from faulty materials or workmanship in such manufacture**
- 5.5 In the case of Products or parts of the products supplied but not manufactured by KARERA's Authorised suppliers, the Purchaser shall be entitled only to such benefits as are provided under any term given to KARERA in respect thereof by the manufacturer
- 5.6 **Any custom made product is neither refundable nor shall it be exchanged for other products.**
- 5.7 **KARERA's liability is governed by the laws of the State of NSW and expressly limited to a liability to pay to Purchaser an amount equal to the lesser of the following amounts; the cost of replacing the Products, or the cost of obtaining equivalent Products. The cost of having the Products repaired. KARERA shall not be liable for any default under any of these Terms and Conditions. The failure by it to conform to any of these Terms and Conditions or delay in delivery of Products or non-delivery where such is due to causes beyond KARERA's reasonable control including events of force majeure.**
- 5.8 **Save as is provided in the paragraphs above, all items, conditions, warranties and representation, whether express or implied are excluded and KARERA has no liability to the Purchaser whether for damage or otherwise arising out of breach of contract, negligence or otherwise.**
- 5.9 **KARERA warrants that any Software it supplies will conform substantially to its published functional specifications for ninety (90) days from the date of the shipment, although third parties disclaim any warranty or liability to Purchaser for incorporated third party Software.**

6. RETURN MATERIAL AUTHORITY (RMA) PROCEDURE

- 6.1 Return of products to KARERA for any reason must adhere to KARERA's RMA procedures:

6.2 Application for RMA

For product returns of any type to KARERA, the Customer must obtain an RMA number from KARERA prior to making any returns, indicating part numbers, quantity and a written description of the product defect. The customer must obtain a Fault / Dead on Arrival (DOA) form from KARERA and **MUST** to provide KARERA with the following information:

- (i) A list of all the units being returned;
- (ii) Serial numbers of all units;
- (iii) The reason for wanting to return the equipment, and
- (iv) A detailed description of fault.

The completed Fault / D.O.A. Form must be faxed to KARERA, ASAP, and a copy, together with the faulty equipment, must be returned to KARERA's premises within 5 working days (unless prior approval has been given by KARERA's authorised person).

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Fault / D.O.A. issues must be reported within 7 days from KARERA's invoice date/delivery date.

6.3 Delivery turnaround times on repaired units

The normal turnaround on repairs is between 5-10 days from the date the products are returned to KARERA's premises. KARERA will confirm repair lead-time depending on whether the repair can be carried out locally or needs to be sent back to the supplier / manufacturer.

6.4 Charges involved with RMAs

The Customer shall be responsible for returning the faulty unit back to KARERA's premises. Charges involved with a product return are as follows:

- (i) Two way freight charges - (i.e. Customer premises to KARERA's Premises in Tuggerah and, if necessary, to the manufacturers repair facility);
- (ii) Product repair cost for out of warranty units;
- (iii) KARERA will supply the Purchaser with a quotation for the repair, along with the freight charges involved. The Purchaser's obligation is to provide KARERA with a Purchase Order in acceptance of such charges. **Repairs will not be carried out unless a formal quote has been received and an authorisation to continue has been received from the Customer;**
- (iv) In the case of returns where the product is determined to be defective and the defect has been caused by misuse or incorrect installation, warranty provisions will be voided. The customer must pay all costs involved as stated in (i) and (ii); or the price of a new unit if the unit is determined to be irreparable, and
- (v) Charges will apply to all RMAs where "NO FAULT IS FOUND", irrespective of the product warranties status.

6.5 Packaging

Product returns of any type to KARERA must not have labels or any other markings affixed to the unit other than those present when shipped originally by KARERA to customer. Product receipts not meeting this marking requirement will be subject to a 15% restocking fee.

For product returns of any type to KARERA, the Customer must have the RMA Number clearly marked on the outside of the box.

6.6 Repair or replacement of a product that is within warranty

In this event, the warranty for the repaired / replaced product will be for the remainder of the original warranty period, or for 3 months from the date of the shipping / invoice of the replacement, whichever is longer.

6.7 PERFORMANCE

Any performance data provided by KARERA is based on the Manufacturer's specifications, and upon KARERA's experience and are such as KARERA's expects to obtain upon testing. KARERA shall be under no liability for damages for failure to attain such figures.

6.8 TITLE TO PRODUCTS

KARERA reserves the following rights in relation to Products until all amounts owing by Purchaser to KARERA are paid in full. KARERA has:

- (i) legal ownership of Products;
- (ii) will be entitled to enter Purchaser's premises (or the premises of any agent or

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associated person where Products are located) at any time and take possession of and remove Products; and

(iii) the right to keep or resell any Products repossessed pursuant to (ii) above.

6.9 In the event that KARERA repossesses any Products, KARERA shall not be liable, neither to the Purchaser nor to any other person for trespass or for any loss or damage, which directly or indirectly results from the repossession of Products.

6.19 Until all amounts owing by Purchaser to KARERA are paid in full:

(i) Purchaser shall hold Products as KARERA's fiduciary agent and shall not mortgage, charge or otherwise encumber Products whilst Products/Equipment are in their possession, or in the possession of any agent or associated person or otherwise;

(ii) If the Purchaser sells or leases any Products, the proceeds of sale of Products or any part thereof shall not be received by the Purchaser for its own account but the Purchaser shall request for the amount outstanding to be credited to KARERA Pty Ltd.

In reference to (i) and (ii), the Purchaser shall store Products at its premises described in the quotation in an area separate from Purchaser's other products and equipment such that the Products may be readily identified by KARERA at all times. **The Purchaser may not assign its rights without the prior written consent of KARERA.**

7. SHIPMENT, TRANSPORT, INSURANCE AND DELIVERY

7.1 Unless otherwise stated all shipment of products shall be F.O.B. at the KARERA Tuggerah premises.

7.2 **Unless otherwise stated transport and insurance is the Purchaser's responsibility and all risks associated with the loss or damage to the products pass to the Purchaser when products leave KARERA's premises. Should the Purchaser fail to notify KARERA of its preferred carrier, KARERA shall forward the products by the carrier of KARERA's choice and bill the Purchaser at cost plus 10%.**

7.3 Any claims resulting from loss or damage of products during transit should be directed to the carrier concerned. KARERA will provide proof of delivery to such carrier on request.

7.4 **All shipment dates are subject to confirmation on receipt of firm order Letter of Credit. Stock items will be despatched within 5 working days of acceptance of an order. For other items the delivery period stated is put forward in good faith. All times offered for delivery, installation or completion shall be estimates only and is not to be construed as a fixed time or date of delivery. Deliveries are based upon availability of products from the manufacturer and receipt by KARERA of all necessary information from Purchaser.**

7.5 Partial Deliveries - KARERA reserves the right to make partial deliveries against an order and separately invoice the same. Payment thereof will fall due in accordance with clause 2.

7.6 Normal delivery time for non-stock items is between two (2) and six (6) weeks from date of receipt of purchase order. Karera Sales Department will provide confirmation of the delivery date for an order when this has been determined during the sale process.

8. PACKAGING

8.1 Products offered by Karera are suitably packed for shipment by air or road and during transit KARERA presumes that the products will, at all times, be protected from weather conditions. KARERA cannot accept responsibility for loss or damage due to incorrect handling or storage of products during transportation.

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- 8.2 KARERA will distribute all products with labels, serial numbers, warranties, disclaimer, license agreements, and manuals intact as shipped from the manufacturer.

9. EXPORT OR RE-EXPORT LIMITATIONS

- 9.1 **Notwithstanding any other provision in these Terms and Conditions, KARERA shall be under no obligation to deliver products to countries other than those to which Products were initially delivered Purchaser will comply with the export laws and regulations of Australia relating to export of Products and technical data originating in the country of manufacture.**

10. FORCE MAJEURE

- 10.1 Every effort will be made to carry out any contract based on this quotation, but the due performance of it, is subject to variation or cancellation owing to an Act of God, War, Strike, Lock-outs, Fire, Flood, Drought or any other cause beyond KARERA's control, or owing to the inability to procure materials or articles except at increased prices due to any of the foregoing causes. "Force majeure" occurring in respect of KARERA's suppliers shall be construed as "Force majeure" occurring to KARERA.