

TRADING TERMS AND CONDITIONS

1. TRADING ADDRESS

RAMAIR PTY LTD

Head Office & Development Centre 20 Queen Street, Mitcham, Victoria, 3132 Tel. Number: +61 3 9873 2064

Fax Number: +61 3 9874 7852 Email: info@ramair.com.au Internet: www.ramair.com.au

Other details:

Australian Business Number: 31 006 230 333

Bank Details:

Bank name: Commonwealth Bank of Aust

Account: Ramair Pty Ltd Account No. 1023 1350 BSB: 063-146

2. PRICING

A. All prices quoted are net of GST. Australian orders will be subject to the prevailing GST rate at the time of order.

Exemption from GST will only be granted on Export orders when an official order has been received before the order has been processed. B. It is the intention of RAMAIR not to alter its pricing for a period of twelve months from the date of which this price list was printed. However where the need to change or alter the pricing may arise RAMAIR reserves the right to change without notice.

C. Additional carriage / freight charges will apply on all despatched goods. A Delivery Charges Schedule may be requested via email or telephone.

3. TRADING TERMS & CONDITIONS OF CREDIT

A. Goods are not sold on Credit unless a Credit Account has been approved. For Australian Credit Application Forms please enquire.

B. Goods sold on credit must be paid for within 30 days from the end of the month in which the goods were purchased / invoiced. Failure to comply will result in credit facilities being withdrawn indefinitely. Outstanding Credit Accounts requiring the use of Solicitors to recover Monies will be subjected to all charges arising therefrom.

C. RAMAIR reserves the right to cancel or refuse Credit Account facilities without reason.

4. HOURS OF BUSINESS

8:00 am to 5.00 pm - Monday to Friday.

5. ORDERS

A. Orders will not be processed without an official Order Number.

B. All orders will be sent by road freight unless stated or otherwise instructed by the ordering customer.

C. Please state clearly which depot or branch the ordered goods are intended for delivery to if applicable.

D. An Order Confirmation will be sent showing estimated delivery date.

E. It is the intention of RAMAIR to ensure speedy deliveries and adequate stocking levels to meet customer demand. Where demand has exceeded stocking levels or special order requirements are necessary it is the intention of RAMAIR to fulfil

this demand as soon as reasonably possible. Additional freight charges may apply.

F. Incorrectly ordered goods may be accepted for credit if returned without damage or interference and a valid goods return number (GRN) has been obtained within 5 working days from the date of delivery. To obtain a GRN please contact Customer Services. Goods made to order will not be credited. Freight charges will not be credited and handling charges will apply at 15% of the value of the goods.

6. RETENTION OF TITLE

All goods shall remain the property of RAMAIR until paid for in full.

7. DELIVERIES

All orders placed before 12.00 PM on the day of order will ensure same day despatch where stock is available. Orders placed after this time will be despatched the following day.

8. TO PLACE ORDERS

Please telephone: +61 3 9873 2064

Fax: +61 3 9874 7852

or Email: info@ramair.com.au

N.B. All orders must be accompanied by an

Order Number.

9. WARRANTY AND GUARANTEE. (SUPPLY OF GOODS)

A. RAMAIR guarantees all parts and components for a period of twelve months from the date of sale against defective manufacture in accordance with the terms laid down by Supplying Manufacturers.

B. Replacement parts will be invoiced, until such time that the faulty goods have been returned and inspected. Credit will only be given if the goods are proved to be faulty.

C. Warranty claims will only be considered if returned goods are accompanied with a fully completed Warranty Returns Form. Failure to comply will result in Warranty Rejection.

D. Labour claims arising from Warranty Replacement or Fault will only be paid in accordance with that offered by the Product Manufacturer where agreement exists and only in accordance with their supplied pricing menu.

D1. Where such agreements exist RAMAIR will issue the customer with an Official Warranty / Order Number for invoicing purposes. Invoices sent without quoting this number will be returned unpaid and stamped Rejected. Please enquire for further details.

D2. Where no agreement exists RAMAIR will not accept liability for claims arising from breakdown or any other costs arising therefrom.

E. Warranty claims for compressor mount brackets will only be considered if the compressor drive belt and idle pulleys have been maintained in accordance with the schedule

- Maximum drive belt life 40,000 km or 12 months, whichever comes first.
- Note: Vehicles fitted with a manual belt tensioner must be re-tensioned within 8000 km and every 16,000 km thereafter.
- Maximum idle pulley life 40,000 km or 12 months, whichever comes first.

F. Products for vehicle installation are designed and manufactured to operate under normal vehicle working cycles and conditions. Therefore, warranty claims will not be accepted if it is considered that vehicles have been operating in extreme engine cycles or conditions

G. Products for vehicle installation are designed and manufactured to operate on the specific vehicle application(s) stated in the product information / application guide. Therefore, warranty will not be accepted if additional changes have been made to vehicles which may be considered to adversely affect the performance of such products.

NOT COVERED BY WARRANTY

- Fair wear and tear of any part, normal maintenance service items and the parts and materials used in connection with this procedure.
- 2. Failure of any compressors supplied for use in transport refrigeration applications will be deemed to be the result of fair wear and tear.
- 3. Labour claims arising from product fault unless offered by the Supplying Manufacturer and then only in accordance with their menu pricing structure
- 4. Vehicle rental, towing or freight.
- 5. Consequential loss, damage or recovery of any kind.
- 6. Defects in replacement parts not supplied by RAMAIR.
- 7. Damage caused by poor / incorrect fitting or removal or any other work being carried out.
- 8. Minor irregularities not affecting quality, performance or function.
- 9. Damage caused by external influences e.g. Fire, Flood, Steam cleaning etc.
- 10. Damage caused by traffic accident, abuse etc. or use of the vehicle under unusual conditions such as Races, Rallies etc.

10. TECHNICAL SUPPORT

For immediate technical support and advice please call

+61 3 9873 2064 Operator lines are from 8.30am to

5.00pm - Monday to Friday

11. DELIVERY SERVICE CHARGES

Available on request.

12. WARRANTY CLAIM PROCESS

A. Telephone RAMAIR immediately in the case of a failure.

B. Where goods are to be returned RAMAIR Customer Services will issue a GRN which should be marked on the product packaging as instructed. Where inspection is required allow access for a representative of RAMAIR to view and inspect the failed unit / component at an agreed time and prior to any rectification / repair taking place.

C. RAMAIR may also issue a warranty claim form, where issued this must be completed as fully as possible to enable a valid claim including all part numbers, procedures and labour operations.

D. Any replacement parts required will be charged in full and only credited in the event a valid warranty claim.

- E. Send to RAMAIR:
- (i) Fully completed warranty claim form (where requested)
- (ii) Copy of the vehicle rectification job card (where applicable)
- (iii) Copy of the vehicle's most recent service job card (where applicable)
- (iv) All failed / damaged components (with valid GRN marked as indicated)

13. CLAIM REIMBURSEMENT PROCEDURE

A. On receipt of the claim, the failed goods will be inspected and analysed.

B. The claim will PASSED or REJECTED by the warranty claim department within 60 days of receipt.

C. If PASSED - A credit note or a letter of acceptance will be raised covering the costs/failed items and labour (if applicable). Any letter of acceptance will include an official RAMAIR warranty Order Number. You should include this on all documentation for invoicing / remittance purposes.

D. If REJECTED – You will be notified and further explanation is available on request

E. RAMAIR will not accept any invoice or claim in respect to any and all warranty claims which does not quote an official RAMAIR warranty Order Number.