

Franchise Fitout Services Pty. Ltd.

TERMS and CONDITIONS

NO PHONE ORDERS WILL BE ACCEPTED

For sales assistance please call 1300 556 117 or email admin@franchisefitout.com

Return of Faulty / Damaged Goods

- Must be notified to FFS in writing within 2 working days of goods being received, prior to goods being returned.
- If return is approved by FFS, a credit will be applied to the customers account upon goods being received at FFS once the condition of the goods is checked and approved by FFS.
- Freight arrangements are to be approved by FFS prior to return of goods.

Return of Incorrectly Ordered Goods

- Will require approval prior to returning.
- All freight charges are at customer expense and a 10 % restocking fee or \$15.00 (whichever is greater) will be levied upon return of goods.

Please contact our office for any assistance.

Accounts and Payment Conditions

- FFS accepts Cheques, Direct Deposits, Credit Cards or use of an FFS Approved Credit Account
- Cheques to be made payable to 'Franchise Fitout Services Pty. Ltd.'
- Direct Deposits – Suncorp Metway
 - BSB : 484-799
 - Account No 049280219

(To assist in fast despatch of your order please forward copy of proof of payment via fax to 07 3255 5980.)

- FFS accepts Visa, MasterCard, BankCard and Amex
 - Use of Amex – 3 % fee applies on total transaction.
 - Payments of Accounts over 60 days paid with any credit card will incur a fee of 4.5 % for Amex and 1.5% for all other approved cards.

Accounts with amounts over 60 days will incur an Administration Charge of \$5.00 per 30 days or part thereof until account is brought back in line with Trading Terms. This applies as of 30th July 2005.

Goods ordered on Prepaid Terms will not be despatched until proof of payment is received and verified. To assist in fast despatch of your order please forward copy of proof of payment via fax to 07 3255 5980.

WARRANTY

In Order To Obtain Warranty Service You Must Call Franchise Fitout Service

Phone : 07 3272 9877

This warranty applies only to the original retail user from the original bill of sale. The original invoice must be made available to confirm warranty period. Service and Warranty work must be carried out by qualified personnel who is authorised by Franchise Fitout Services.

Franchise Fitout Services Pty Ltd warrants this product against defects in materials and workmanship for the period of LABOUR & PARTS specified below. Franchise Fitout Services Pty Ltd will Repair or Replace during normal working hours (at its option) the product and any of its parts which fail to conform to this warranty. All penalty rates incurred will be at the expense of the retail user. If the product is situated outside a Capital City District, any additional charges for travel for time or kilometres are to be borne by the retail user. This period commences on the date the product was first purchased or rented at retail.

Parts / Labour – 1 Year

NO OTHER WARRANTIES – Franchise Fitout Services Pty Ltd disclaims all other warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a practical purpose, with respect to this machine. Utility services, (power surges, high or low voltage, high or low gas pressures or volume, or improper connections), conveyor Belt, replacement of fuses, bulbs, gaskets, adjustments and calibrations for temperature, speeds and air flows, the accompanying product manual(s) (if supplied) and written material. This limited warranty gives you specific legal rights.

“CARRY IN” PROVISIONS - Certain equipment items are classified as carry in items and to obtain warranty the appliance must be returned to an authorised service centre for repair (i.e. Franchise Fitout Services Pty Ltd are NOT responsible for charges incurred in travel time and call out fees by any service or repair agent)

Generally these items are any piece of equipment that can be readily unplugged and carried by hand.

Please consult Franchise Fitout Services if you are unsure of the classification of a product.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES - In no event shall Franchise Fitout Services Pty Ltd or its suppliers or agents be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business trade, sanitary condition of machinery, or other pecuniary loss) arising out of the use of or inability to use the equipment, even if Franchise Fitout Services Pty Ltd has been advised of the possibility of such damages. In any case, Franchise Fitout Services Pty Ltd entire liability under any provision of this agreement shall be limited to the amount actually paid by you for this equipment.

It is a condition of warranty that all equipment must be ventilated by approved means to ensure adequate air supply. This warranty shall not apply if the equipment or any part of the equipment is subjected to accidental, casualty, alteration, misuse or faulty installation. Equipment must also be serviced at the manufacturers recommended schedules after installation by an authorised service agent with the cost being borne by the retail user.

The right, title and ownership of the goods supplied pursuant to this quotation do not pass to the buyer, and remain Franchise Fitout Services, and the buyer shall not be entitled to deal in any way with the goods contrary to the rights of the seller until payment in full has been received by Franchise Fitout Services.

At any time prior to the title of the goods passing to the buyer, Franchise Fitout Services shall be entitled to enter the property of the buyer (as agent for the buyer and/or under license pursuant to this clause where necessary) without restriction or hindrance and retake possession of the goods. Franchise Fitout Services can deal with the goods as owner. Any damage done as a result of the retaking of possession shall be the sole responsibility of the buyer.

Retaking possession of the goods does not release the buyer from liability in respect of the agreement between the parties and Franchise Fitout Services reserves all rights in relation to the agreement and any other rights.