

Conditions of Sale

(1) GENERAL

(a) All goods are supplied by Electro Chemical Engineering Pty Ltd. Trading as ECEFast, Instrument Warehouse and E & TP (subsequently referred to in these conditions as 'The Company') subject to these conditions, which supersede any earlier sets of conditions appearing in catalogues or elsewhere and which shall override any terms or conditions stipulated, incorporated or referred to by the Buyer, whether in the order or in any negotiations.

(b) The relaxation or waiver by The Company of any of these conditions on any occasion shall act merely as a waiver on that occasion and shall not affect our right to enforce any of these conditions on any subsequent occasion.

(c) Any variation of these conditions must be confirmed in writing by The Company and will not otherwise be valid.

(d) No order shall be deemed to have been accepted by The Company unless it is accepted by The Company in writing.

(2) PRICES

(a) All prices are subject to change without notice and all orders are accepted by The Company on the condition that they will be invoiced at the prices ruling at the date of dispatch. All prices are strictly nett unless where otherwise stated.

b) Unless otherwise stated prices are ex works. Where the purchaser requires freight to be prepaid all such expenses will be to his account at cost.

(c) All prices shown in published catalogues or price lists are recommended selling prices only and there is no obligation on the part of any reseller to maintain the same prices.

(d) Any quotation includes only such goods as are specified therein.

(e) Goods offered ex stock are subject to prior sale.

(f) Any quotation, if not previously withdrawn, will hold good for any order made pursuant to it within 30 days of its date. (Validity of Proposal)

(g) No discounts shall apply unless these are confirmed in writing.

(3) GST

All prices quoted will not include GST unless stated. A Tax Invoice will be supplied in the approved format.

(4) PAYMENT

(a) Terms of payment are strictly nett cash with order unless a credit account has been established with The Company.

(b) Where a credit account has been established with The Company, payment must be made within 30 days of date of statement.

(c) We reserve the right at our complete discretion to refuse to establish a credit account for any Buyer, to refuse credit to any Buyer notwithstanding that a credit account may already have been established and to withdraw established credit account facilities.

(d) If the Buyer makes default in any payment on the due date (time being of the essence) or is otherwise in breach of any of these terms, or (being a Company) enters into liquidation (whether compulsory or voluntary) or has a receiver or manager appointed of the whole or any part of its business or undertaking, or if distress or execution is levied or threatened upon any of the Buyer's property, then in any such case (and without prejudice to any other rights The Company may have):-

(i) The Company shall be entitled to repossess and resell goods delivered to the Buyer and not paid for in full and for that purpose to enter upon the property in which they are situated.

(ii) The Company shall be entitled to suspend all further deliveries to the Buyer until the default is made good or to refuse to deliver any further goods to the Buyer.

(5) DELIVERY

(a) Any time or date quoted by The Company for delivery is given and intended as an estimate only. Whilst every endeavour will be made to meet an estimated time for delivery the Company shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.

(b) Non-delivery within 7 days of the date of dispatch must be reported immediately in writing to The Company.

(6) INSPECTION

(a) When the Buyer examines the goods before delivery is effected, he shall have no further right to inspect on arrival, other than to notify The Company of any loss or damage in transit.

(b) When the goods are delivered to the Buyer without any previous examination by him, he shall inspect them immediately on arrival and shall within 7 days of such inspection give written notice to the Company, of any matter or thing, by reason of which he may allege that the goods are not in accordance with the contract. If the Buyer shall fail to give such notice the goods shall be deemed to be in all respects in accordance

with the contract and the Buyer shall be bound to accept and pay for them accordingly. Goods shall not be returned without authority from The Company.

(7) WARRANTY

All goods which are The Company's own or The Company's principals manufacture are guaranteed against faulty workmanship, materials or design for a period of twelve (12) months from the date of dispatch after which all liability on the part of The Company ceases. Refer to Section 8 Special Conditions for variations on warranty period for Temperature Sensors and Repairs for workshop repair work. The Company's liability for any loss, injury or damage attributable thereto shall be limited to making good by replacement or repair of any defect which appears therein under proper use provided that The Company is permitted to inspect the defect before replacement, the defective parts being returned free into The Company's store. Any unauthorised repairs or alterations to the equipment shall invalidate that warranty. In the case of goods not of the manufacture of The Company or its principals, The Company undertakes that it will, if requested in writing by the purchaser, make all reasonable endeavour in assisting the purchaser to obtain from the manufacturer the benefit of any guarantee or warranty which the manufacturer may have expressly given as to the quality or fitness for any purpose of the goods, except as may otherwise be provided for by law. The fulfillment of this undertaking shall constitute The Company's sole liability in respect of any faulty goods not of the manufacture of The Company or its principals. The Company shall not be liable for any loss of profits or any other consequential loss or damage suffered by the purchaser in consequence of any defect in materials or workmanship of the goods (whether of the manufacture of The Company or its principals or otherwise) or the failure of the goods to perform in accordance with any performance figure stated. This warranty on instruments manufactured and/or sold by Electro Chemical Engineering, or any service provided by us, is expressly in lieu of all other warranties expressed or implied. No warranty is made of merchantability or fitness for any particular purpose. Where manufacturers warranty, as specified in the literature, exceeds the stated warranty, the manufacturers warranty can be claimed by return to the manufacturer at the buyers expense. No agent is authorised to assume any liability for it or to make any written or oral warranties or obligations beyond those set forth herein, unless endorsed, in writing, and signed by an officer of Electro Chemical Engineering Pty Limited. This warranty does not exclude any condition or warranty implied by the Trade Practices Act 1974 or separate State Laws and is in addition to any other right that the original purchaser or any subsequent purchasers may have at law. This warranty shall be rendered null and void when, in the judgment of qualified Electro Chemical Engineering personnel, the equipment has been subjected to abnormal or abusive use or lack of proper care or maintenance by the buyer, or when it has been determined that environmental conditions have exceeded those specified by the manufacturer". Extended Warranty may be offered – the period but not the conditions as specified above will be affected by this special offer. Manufacturers may offer extended warranties – in this case after The Company warranty period, goods must be returned to the manufacturer for assessment.

REPAIRS – Repairs will be covered by a 60day warranty covering only the parts replaced. Failure of other parts which affect functionality will not be covered.

(8) SPECIAL CONDITIONS

*Electrochemical sensors e.g. pH electrodes will be '100% tested before dispatch and will only subsequently, be replaced if they, contain visible physical defects, or statistic life data is supplied with full details of the application. Pressure transducers will be replaced only if it is clearly shown to fail due to a defect of manufacture. No warranty will be applicable to units subject to overpressure demonstrated by open circuit bridge, plastic deformation of the sensor or excessive zero shift. Temperature sensors warranty is 90 days limited, due to the unpredictable conditions of usage

(9) CREDITS

(a) No goods will be accepted for return unless permission is given by The Company in writing.

(b) No goods purchased or manufactured as a “special” that is specially ordered or specially modified, or custom made, can be returned unless permission is given by the Company in writing.

(c) A return will be accepted only if:

(i) The goods are in an unsoiled, undamaged and re-saleable condition in their original packaging.

(ii) Request is made in writing within 7 days of delivery accompanied by a copy of the original delivery docket stating The Company's original invoice number and stating the reason for return.

(iii) All charges for freight and handling are to the Buyer's account.

(10) Cancellation Policy

Before dispatch of goods - cancellation notified in time to prevent the shipment of goods ordered will be accepted without charge.

After dispatch of goods - if goods are returned and received with original packaging and accessories, to our Office at 9A, 9-11 Laidlaw way, East Tamaki, Auckland, NZ within 7 days of our original dispatch, we will refund all costs less the original freight charge

Issue 04/10/2011