

# ELECTRIC LIFE PTY. LTD. CONDITIONS OF TRADING

## 1 PAYMENT

Payment for all goods & services is to be made as per condition of invoice. In the event it becomes necessary for ELECTRIC LIFE PTY. LTD. to bring legal action to enforce these terms or collect any money due, the customer will be responsible to pay all legal fees, costs and expenses incurred in such actions whether or not said action proceeds to judgement. There are no exceptions or arrangements, expressed or implied other than as outlined herein, unless it is in writing and has prior approval of the Financial Controller.

## 2 CUSTOMER INSTRUCTIONS AND CORRECTIONS

- (a) The customer's written order shall be deemed to interpret correctly the customer's instructions. Where verbal instructions only are received from the customer, ELECTRIC LIFE PTY. LTD. shall not be responsible for errors or omissions due to oversight or misinterpretations of those instructions.
- (b) ELECTRIC LIFE PTY. LTD. may charge the customer for any extra work or cost caused by any variation or correction by the customer of his original instructions.

## 3 CLAIMS AND LIABILITIES

Goods must be inspected upon arrival by customer for defects and no claim for return of goods shall be considered by ELECTRIC LIFE PTY. LTD. unless made in writing within seven (7) days of receipt (date of invoice) by the customer of the goods. The customer shall be fully liable for all goods damaged through misuse and no claim will be accepted by ELECTRIC LIFE PTY. LTD.

## 4 RETURN OF STOCK ITEMS

NO RETURNS ARE ACCEPTED UNLESS ITEMS FOUND DEFECTIVE.  
Defective items must be returned to ELECTRIC LIFE PTY. LTD. via Australia Post.  
Our postal address is:  
ELECTRIC LIFE PTY. LTD.  
Reply paid 73307  
P.O. Box 88  
Moorebank NSW 1875

## 5 FREIGHT

Freight charges will be added to invoices and payable by customer. No exceptions.

## 6 BACK ORDERS

Back orders remain in effect until cancelled by the customer and will be despatched at the earliest possible time.

## 7 SPECIAL ORDERS

Special orders are non returnable and cannot be cancelled after acceptance by ELECTRIC LIFE PTY. LTD.

## 8 WARRANTY

ELECTRIC LIFE PTY. LTD. warrants to its customer all goods supplied to be free from defects in workmanship and material for a period of one (1) year from the date of sale. ELECTRIC LIFE PTY. LTD. liability is limited to the replacement of any part found defective in accordance to the manufacturer's standards. ELECTRIC LIFE PTY. LTD. will repair the defective part to the original purchaser at no charge. Visible or concealed freight damage is not covered under product warranty. Customer to submit claims to the freight carrier in accordance with their policies. ELECTRIC LIFE PTY. LTD. does not accept liability for any labour charge incurred by the failure of supplied goods. All faulty returns must be accompanied by the invoice copy.

## 9 ACCEPTANCE

The approval of ELECTRIC LIFE PTY. LTD. proposal shall be an acceptance of these terms and conditions which acceptance shall be irrefutably evidenced by the placing of the customer's order. Any inconsistencies with these terms which may be introduced by terms and conditions contained in the customer's order shall not form part of the agreement between ELECTRIC LIFE PTY. LTD. and customer unless there is consent thereto by ELECTRIC LIFE PTY. LTD. in writing. By accepting delivery of goods ordered, the purchaser is also accepting the terms and conditions of sale as stated by ELECTRIC LIFE PTY. LTD.