

Terms and Conditions of Sale and Warranty

1. General

1.1. The following Terms and Conditions of Sale (“Terms”) apply to the sale of products described in this Website (“Products”). As used herein, “Seller” or “Belimo” refers to Belimo Actuators Pty Ltd. in Australia, and “Client” refers to the individual or business entity that purchases the Products from Seller. These Terms shall apply unless the parties mutually agree to different terms and record such agreement in writing signed by both Client and Seller. In case Seller’s delivery includes Software and accompanying documentation, the terms of the license agreement are applicable in addition to these Terms. However, in case of disputes arising out of the Software, the license agreement shall prevail.

2. Price

2.1. The Seller’s quoted price for Products (the “Price”) is ex-works excluding GST and freight in Australian currency unless agreed otherwise in writing. GST is payable in relation to a Taxable Supply for clients in Australia.

2.2. The minimum order value on account is AUD\$50 excluding GST.

2.3. The Price, unless otherwise agreed upon is for standard packaging and delivery. The cost of special packaging and special delivery will be at the client's cost and charged separately (like wooden crates and pallets for each shipment).

2.4. Seller reserves the right to make partial deliveries of orders of Products, each of which deliveries may be invoiced separately or in whole by the Seller.

2.5. The Price does not include charges for wiring diagrams, installation, and commissioning, which will be charged to Client separately and will be payable on demand.

2.6 Prices are subject to change without notice.

3. Payment

3.1. Invoices are issued when the products are dispatched. Payment is not affected by the date of receipt of invoice. Unless agreed upon, invoices are due no later than 30 days from the end of month to the date of invoice for all accounts with approved credit. For those without approved credit, payment is required before delivery.

3.2. If Client has an outstanding balance beyond its credit terms, any orders can be subjected to restricted shipments of Products. A Client may also be required to pay for all future deliveries of Products on pre-paid basis.

3.3. Any overdue amounts may be subjected to an interest rate of 2% per month, compounded until full payment is received and cleared by the bank.

3.4. Export shipment - All prices are quoted ex works and payable to seller as per invoice. Clients are responsible for their own tariffs, taxes, import duties and all other charges levied, charged, assessed or imposed in respect of the goods upon delivery by other parties.

4. Title and Risk

4.1. Title to all Products shall remain with Seller and shall not pass to Client until Seller has received full payment for the Products. Risk of the goods passes onto the Client upon delivery.

5. Damage or Loss in Transit

5.1. All shipments must be unpacked and examined by Client immediately upon receipt. Any external evidence of loss or damage must be noted on the freight bill accompanying the shipment of Products or carrier's receipt and signed by the carrier's agent at the time of delivery. Failure to do so will result in the carrier's refusal to honor any claim relating to damage of Products. Client must also notify Seller within 5 working days of such damage by providing Seller with a copy of the freight bill or damage report. If the damage does not become apparent until the shipment is unpacked fully, Client must notify Seller immediately so that an inspection of the product can be arranged.

6. Delivery

6.1. Seller undertakes to make every attempt to adhere to its stated delivery parameters and to make a timely delivery of the Products but does not guarantee any delivery specifications. Each contract entered into for the purchase of Products is not cancelable nor is Seller liable for any direct or indirect losses that may arise, for any reason whatsoever, due to Seller's failure to meet any stated or assumed delivery schedules.

7. Return of Goods

7.1. If Client wants to return any of the products it received, such Products cannot be returned unless and until: (i) Client alerts Seller that it intends to return Products, (ii) Seller agrees to accept such return, (iii) Client obtains Return Material Authorisation (RMA) number and a return form from Seller for return of Products, and (iv) Client follows all return instructions provided by the Seller. The RMA number and completed return form must be returned with Products.

7.2. Only such Products returned in original packaging and shipped to Seller at Client's cost may be accepted for return. Product must be returned within 6 months from the date of purchase. Client is also responsible for payment of a restocking fee for all returned Products of 30% of the invoice value if returned within 4 weeks from the day of advice. Returns that result from Seller errors will be credited in full and will not be subject to Restocking Charges.

7.3. Any Product received which is damaged or showing evidence of having been installed will be refused or assessed and a higher restocking fee will be charged.

7.4. Customised products designed to a Client's unique specifications, whether specially imported, procured or manufactured are non-returnable.

7.5. If Client requests product to be returned to Seller, freight cost will be at Client's expense. In the case of Seller's error, Seller will arrange for a pick-up of the product.

8. Limited Warranty

8.1. 5-year Limited Warranty

Products that are listed in this Website as carrying a 5-year warranty to a location in the Asia Pacific shall carry a 5-year warranty. The 5-year warranty is conditional from the date of sale of the Products to Client, and the warranty coverage shall not apply to damage to Products not resulting from normal wear and tear (e.g. negligence, misuse, or failure to maintain). Product specific terms of warranty with regard to warranty period or conditions of warranty may apply to certain specified Products as stated in the documentation for those Products.

8.2. 2-year Conditional Warranty

Products that are listed in this Website as carrying a 2-year warranty to a location in the Asia Pacific shall carry a 2-year warranty. The 2-year warranty is conditional from the date of sale of the Products to Client, and the warranty coverage shall not apply to damage to Products not resulting from normal wear and tear (e.g. negligence, misuse, or failure to maintain). Product specific terms of warranty with regard to warranty period or conditions of warranty may apply to certain specified Products as stated in the documentation for those Products.

8.3. Limitations

Seller's warranties hereunder shall be null and void in the event of any: (a) modification or unauthorised repairs of Products by Client; (b) unauthorised incorporation or integration of Products into or with Client's equipment; (c) use of Products in an unauthorised manner; or (d) damage to Products not caused by Seller.

8.4. Remedies

If a defect arises and a Return Material Authorization (RMA) is issued as provided in Section 8.5, Seller will, at its option and to the extent permitted by law, either (1) repair the Product at no charge using new or refurbished replacement parts or (2) replace the Product with a new Product. In the event of such a defect, to the extent permitted by law, these are Client's sole and exclusive remedies.

8.5. Products received by Client cannot be returned unless: (i) Client alerts Seller that it intends to return such Products, (ii) Seller agrees to accept the return of such Products, (iii) Client obtains a RMA number and a return form from Seller for the return of such Products, and (iv) Client follows all return instructions provided by the Seller. Client shall promptly notify Seller of Products' alleged defect and provide Seller with other evidence and documentation reasonably requested by Seller. The RMA number and completed return form must be returned with Products. Only Products returned to the proper location as instructed by Seller and identified with a RMA number will be considered for credit.

8.6. Returns that result from Seller's breach of these Terms will only be credited in full when the products are returned in full within the specific time and destination as advised by seller.

8.7. Support technicians are available for troubleshooting before any product return to Seller. Contact seller for troubleshooting.

8.9. If a problem cannot be resolved over the phone, a RMA number will be issued by Seller for return of the Products. Prior to returning any Products under warranty, Client must obtain a RMA number from Seller, along with shipping instructions for the return. The RMA number must be clearly written on the outside of the box containing the returned Products. Only Products returned to the proper location and identified with a RMA number will be accepted by the Seller.

8.10. All returned Products should be packaged appropriately to prevent further damage. Seller reserves the right to refuse any returned material if improperly packaged or labelled (e.g. without a RMA number). Products returned without proper RMA documentation will void Seller's warranty. Seller is not responsible

for charges that Client may incur as a result of the removal or replacement of Products without prior approval from Seller.

8.11. Repaired, replaced or exchanged Products will carry a warranty for a period of time equal to the greater of: (i) the remainder of the original 5-year warranty or 2-year warranty that was applicable to the repaired, replaced or exchanged Products, or (ii) six months, effective from the date the repaired, exchanged or replaced Products are shipped by Seller (the "Replacement Warranty Period").

8.12. If Seller determines that Product under warranty is to be replaced, Seller may elect to send a replacement in advance of receiving the returned item. A credit will only be processed when the defective Products are returned and verified by Seller. An invoice will be issued for the replacement product and shall be due and payable if the returned Products are not received by Seller within 4 weeks from the date that the replacement Products are shipped. Additional charges may apply if the nature of the problem has been misrepresented by Client.

8.13. New Products ordered in an attempt to circumvent the warranty process may NOT be reimbursed if, upon receipt of returned Products, it is determined that the defect in the returned Products is actually field related, or the Products have been returned for cosmetic reasons only.

9. No Warranty for Non-HVAC Application; Services

9.1. All Seller warranties shall extend only to HVAC use of the Products. If Products are used in non-HVAC applications (e.g., aircraft, industrial processes, etc.), Seller's warranties shall not cover such Products. Client will be solely responsible for any damage to or malfunction of Products or for any damage resulting from such use of Products.

9.2 Both the conditional and unconditional warranties hereunder cover the Products only, and do NOT cover labor associated with the troubleshooting, removal or replacement of such Products.

10. Liability Disclaimer

10.1. These Terms constitute the entire understanding and agreement between Seller and Client regarding the warranties that cover Products and supersedes all previous understandings, agreements, communications and representations. Seller shall not be responsible for and Client does not have any right to make any claim for damage that occurs to any property other than Products. Seller shall in no way be responsible for any costs incurred by Client in the determination of the causes of damage to any of Client's property, for expert opinions, or for any punitive or special, incidental or consequential damages of any kind whatsoever. Seller's warranty is extended to the Client only and is non-transferrable.

10.2. Seller shall not be liable for any damage resulting from or contributed by Client or third parties acting within the scope of responsibility of Client or such third party when:

1. Products are used for non-HVAC applications, such as in aircrafts, industrial processes, etc.;
2. Client uses the Products without complying with applicable law or institutional regulations or Belimo data and installation sheets or Client uses the Products without following good industry practice;
3. Products are used by personnel who have not received suitable instruction;
4. Products are modified or repaired without the written approval of Seller; or
5. Client's design and/or system integration is insufficient. When requested to do so, Client shall immediately release Seller in full from any possible third party claims resulting in connection with the circumstances listed above. This also applies to claims in connection with product liability.

10.3. If Client becomes aware that any third party has made or appears likely to make any claim regarding Products (including, without limitation, in relation to Product defects or rights infringed by Products), then

Client shall immediately inform Seller and afford to Seller all assistance that Seller may require to enforce its rights and defend such claim.

11. Proper Law and Jurisdiction

11.1. All sales of Products under these Terms and the warranties described herein shall be governed by the laws of Commonwealth of Australia.

12. Privacy and Data

12.1 Seller places great value on the implementation of lawful data processing to protect your personal data. Seller is obliged to process your personal data in accordance with applicable law. We are dependent on the services of a third party for the provision of our services. Seller has obligated the third party to process your data only in connection with the services agreed with Seller, to ensure the same level of data protection as Seller, and to not pass on your data to other third parties without your consent. When processing your data and transferring your data to third parties, Seller will use reasonable commercial efforts to provide an appropriate level of data protection and that appropriate organisational and technical measures will be implemented to protect your personal data. More detailed information on our data protection guidelines is available from the following Internet address: www.belimo.com/privacy.