

## TERMS AND CONDITIONS OF SALE

These terms and conditions (**Terms**) will apply to all products sold by sonnen Australia Pty Limited (ACN 611 337 547) (**we/our/us**) to you, the purchaser (**you/your**).

**Please read these terms and conditions carefully before placing an order for products sold by us.**

### 1. Ordering

- 1.1 When you place an order with us, we may at our sole discretion accept your order and send you a message confirming the details of your order (**Order Confirmation**).
- 1.2 If you accept an Order Confirmation you agree to be bound by these terms and conditions in relation to the products you purchase from us.

### 2. Prices and Payment

- 2.1 You will pay to us the price for the products specified in your Order Confirmation.
- 2.2 All invoices must be paid in accordance with the payment terms (pre-payment or credit) specified in the Order Confirmation.
- 2.3 Even if you have a credit account with us, we may ask you to cash pay a deposit in order to confirm your order.
- 2.4 All prices are in Australian dollars and inclusive of GST.
- 2.5 If you fail to pay any amount to us when it is due, in addition to any other rights we may have, we are entitled to (a) suspend deliveries of the Products, (b) charge interest at a rate of 12% per annum or the maximum rate permitted by law, whichever is lesser, and (c) recover from you any costs we incur in enforcing payment, including our legal costs.

### 3. Shipping and Delivery

- 3.1 The Order Confirmation will state the collection or delivery location, and date when products are expected to be dispatched.
- 3.2 Unless otherwise agreed by the parties, delivery terms will be Ex Works (Adelaide) (Incoterms 2010).

- 3.3 You will be liable to pay all delivery charges.
- 3.4 If you are unable to accept collect or delivery in accordance with the Order Confirmation, then:
  - (a) to the extent permitted by law, the products will be deemed to have been accepted by you; and
  - (b) we may, in our absolute discretion:
    - i. store the products at any available location at your sole risk and cost; or
    - ii. arrange for delivery of the products to you at your sole cost and risk.
- 3.5 You must report any patent defects, incorrect shipments, and shortages to us within 7 days of receipt of the products. If you fail to notify us in accordance with this clause 3.5, then you will be deemed to have accepted the products delivered and will have no recourse against us in respect of any patent defects, incorrect shipments, or shortages.

### 4. Title and Risk

- 4.1 Title in the products passes to you upon the date that we receive payment in full for products you order.
- 4.2 Risk in the products will pass to you on dispatch of products from our distribution site.

### 5. Warranty

- 5.1 Except for our product warranties, and to the extent permitted by law, we make no warranties, express or implied, statutory, or otherwise, to you, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or title and non-infringement other than as set out in these terms and conditions.
- 5.2 Details about our product warranties can be found on our [website](#).
- 5.3 Please notify us as soon as possible if you wish to make a warranty claim.

## 6. Privacy and Compliance with Laws

- 6.1 You are solely responsible for compliance with all:
- (a) privacy laws, including obtaining all necessary consents in relation to the use, disclosure, storage, and processing of any Personal Information you collect and provide to us;
  - (b) any other applicable laws, codes and/or regulations.
- 6.2 To the extent that we handle or store any personal information under these terms and conditions, we will do so in accordance with our [Privacy Policy](#).

## 7. Limitation of Liability

- 7.1 To the extent permitted by law, our total liability in connection with your order, whether based on warranty, contract, statute, tort (including negligence) or otherwise, is limited to a refund of the amount paid for the relevant product.
- 7.2 We will not be liable under these terms and conditions or an order for loss of profit, loss of revenue, loss of savings, loss of data, loss of business opportunity, loss of contract, loss arising due to unavailability of products, loss that was not caused by our breach, or any indirect, special, consequential, or incidental damages.
- 7.3 Nothing in these terms and conditions is intended to exclude, restrict, or modify any non-excludable right or remedy you have under law including the Australian Consumer Law.

## 8. Certification

- 8.1 We will supply you with products that are certified and approved for resale in Australia, at the time your Order is dispatched.
- 8.2 We are not liable for any certification requirements once products have been dispatched to you. If, due to you holding products, certification of those products is no longer valid, you are responsible for the costs incurred in the recertification of those products.

## 9. Termination

We may terminate an order with no other liability to you immediately on written notice if you (a) are in default of these terms and conditions and the default is not remedied within 14 days of receiving written notice to remedy the default, or (b) become bankrupt, are ordered to wind up, pass into liquidation or administration or have a receiver, manager or administrator appointed.

## 10. General

- 10.1 These terms and conditions contain the entire understanding between the parties concerning the subject matter of these terms and conditions and supersedes all prior communications.
- 10.2 These terms and conditions are governed and construed by the laws of New South Wales, Australia. The parties agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia.
- 10.3 If we are prevented or hindered or delayed in performing our duties under these terms and conditions due to an event or circumstance beyond our reasonable control, such non-performance shall not be considered a breach of these terms and conditions for the duration of the event.
- 10.4 The failure of either party to enforce any provisions under these terms and conditions will not waive the right of such party thereafter to enforce any such provisions.
- 10.5 If any term or provision of these terms and conditions is held by a court to be illegal, invalid, or unenforceable under the applicable law, that term or provision will be severed, and the remaining terms and conditions will be unaffected.