

# Atherton

## Standard Terms and Conditions of Sale

This offer of sale is subject to the following provisions:

### Acceptance

The acceptance of any quotation includes acceptance of these terms and conditions notwithstanding anything to the contrary contained or implied in an order from the Buyer.

### Validity

The validity of the quotation offer is restricted to a period of 45 days from date of writing of the quotation. After expiration of the 45 day period, it will be necessary to obtain a written confirmation of validity of quotation.

### Cost adjustment

For imported and other Product/s sold by Atherton, all prices will be subject to any currency and duty fluctuations or price list changes by the original manufacturer that may ensure during the period between date of quotation and date of invoicing by Atherton against the Buyer.

### Delivery

Atherton will deliver the Product/s to the location specified in the order. Where no location is specified, Atherton will deliver the Product/s to the Buyer's address as set out in the Order.

Atherton will use reasonable commercial endeavours to deliver the Product/s, but subject to delays by circumstances beyond Atherton's control, including but not limited to;

- a) Strikes, demarcation disputes, material shortages, fires, machinery breakdown, civil disturbances, wars.
- b) Delays due to sourcing unusual parts which are required.

In any such event time or delivery will be extended accordingly. In no event will responsibility be accepted for the consequences of any delay.

### Terms of payment

If no credit facilities have been arranged, payment for the Product/s must be made prior to delivery.

If the order relates to two or more items and they are delivered on different dates, that part of the price (or the balance of it) which relates to the Product/s delivered on a particular date is payable in accordance with the terms stated in this clause.

Unless otherwise specified in the quotation or agreed to in writing, terms of payment shall be:

- a) Equipment:
  - i) One third manufacturing deposit on placement of order for Equipment with balance of account payable within seven (7) days from date of invoice. Manufacture will not commence until one third manufacturing deposit is received and cleared through the bank system.
  - ii) Where delivery of Equipment can not be made due to site preparation delays or Buyer instruction, payment of Equipment less cost of any installation or commissioning charges that may have been quoted must be made in accordance with the terms of payment.
  - iii) Storage Fees for such Product/s will be charged on a monthly basis.
- b) Service, Repair or Spare Parts: Full amount within seven (7) days from date of invoice.

Until the Product/s, the subject of the contract between the Buyer and Atherton, are paid for in full:

- a) Ownership in such Product/s, both legal and equitable, shall remain with Atherton but the risk shall pass to the Buyer;
- b) The relationship between Atherton and the Buyer shall be fiduciary and the Buyer shall hold the Product/s as bailee for Atherton;
- c) The Buyer shall irrevocably appoint or shall be deemed to have irrevocably appointed Atherton its attorney to do all acts and things necessary to ensure the retention of title of the Product/s including the registration of a charge or charges in favour of Atherton with respect to the Product/s under the Corporations Law applicable to the State in which registration is sought;
- d) The Buyer's right to possession of the Product/s shall cease if:
  - i) The Buyer goes into liquidation;
  - ii) An order is made or a resolution if passed for the winding up of the Buyer;
  - iii) The Buyer commits an act of bankruptcy;
  - iv) The Buyer is unable to pay its debts within the meaning of the Corporations Law;
  - v) The Buyer has a receiver and Manager appointed to it or any of its assets;
  - vi) The Buyer is placed under official management;
- e) And Atherton may enter upon any premises where the Product/s are stored or where the Product/s are reasonably thought to be stored for the purpose of repossessing them.

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- f) Where the Buyer does not make payment in full within 7 days of delivery of the Product/s Atherton may serve a written notice on the Buyer stating that the Buyer's right to possession of the Product/s is terminated upon which Atherton may enter upon any premises where the Product/s are stored or where the Product/s are reasonably thought to be stored for the purpose of repossessing.
- g) The Buyer shall take no action inconsistent with Atherton's proprietary interest in the Product/s and keep the said Product/s in good repair and will not allow them to become the subject of any charge or lien in favour of any other party whether by operation of law or otherwise.
- h) The Buyer will store the Product/s supplied by Atherton on its premises separately from its own goods or those of any other person in a manner which makes them readily identifiable as the products of Atherton.
- i) A late payment charge of A\$20 per month shall be made to all accounts that are outstanding after the payment period has expired.

Interest on outstanding accounts shall be chargeable at the rate of 20% per annum.

### Hours of Work

Normal working hours are 7:30am to 4:00pm Monday to Friday. Work required after hours will be invoiced to the Buyer as an extra Atherton's prevailing rates for those hours.

### Building Alterations

Any building alterations are to be provided by the Buyer in accordance with the relevant technical data for the Product/s.

### Provision of required services

All services, including but not limited to electrical wiring, data wiring, ventilation and plumbing, are to be provided by the Buyer to positions nominated by Atherton in accordance with the relevant technical data for the Product/s. Unless specifically included in the quotation, the installation of the Product does not include;

- a) The running or connection of any electrical services.
- b) The running or connection of any plumbing services.
- c) The running or connection of any data service into any third party system.
- d) Any support for any third party operating system connected to the equipment.
- e) Any compatibility issues which may arise from the installation of software on to any third party system.
- f) Any VB script customization.
- g) Any database reports.

It is the responsibility of the Buyer to provide all supply services required by the Product in accordance with the technical data. Specifically, the following applies:

- a) Feed water for steam generators fitted to sterilizers and free standing steam generators connected to the sterilizer must not exceed 0.02mmol/lit (2ppm) hardness factor and be chloride free. (Refer to AS 1410 – 2003 Appendix B for more information).
- b) General supply water to sterilizers, sanitizers and washer disinfectors shall be chloride free, not exceed 20°C and be between 200 and 500 kPa constant (dynamic) pressure. The water supply shall be installed with an appropriately sized isolating valve, and back flow prevention in accordance with AS3500.1
- c) Steam supplied from a reticulated service must have a dryness fraction of not less than 97%, be at 400 to 600 kPa constant (dynamic) pressure and chloride free. All piping is to be properly lagged, drained and trapped.
- d) An independent floor waste drain is to be installed not more than two (2) metres from the Product and such drain be capable of handling continuous waste discharge temperatures of 40°C, and short term exposure to discharge temperatures of 100°C.

Failure to provide the required services in accordance with advised limits may cause

- a) Debilitation of performance of the Product, and in some circumstances the Product may malfunction or suffer damage.
- b) Damage to the building or property

### Comprehensive Maintenance Contract

The comprehensive type service contracts, also known as Prime Plan and Endorsed Plan, are also subject to the following;

- a) The call will be invoiced to the customer at Atherton's prevailing rates;
  - i) If after hours attendance is required.
  - ii) If the fault is due to operator error.
  - iii) Any work that may be required on the pressure vessel sections of the chamber jacket and door of units over ten years old.
  - iv) If the fault is due to problems with external services including power, data connection, water, steam, venting or waste.

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- b) Unless otherwise specified in the quotation, or agreed to in writing, the quotation does not include;
- i) Validation
  - ii) steam quality testing
  - iii) Batteries, printer ribbons and printer paper, which are considered expendable items and are to be purchased separately and fitted by the customer.
  - iv) Dismantling and reassembly for pressure vessel inspections (boiler inspections).
  - v) Travel and accommodation that may be required for work outside the metropolitan area.

### **IQ, OQ and PQ (Commissioning)**

Unless otherwise specified in the quotation or invoice, or agreed in writing, the quotation stated or given does not include IQ, OQ, PQ, and/or steam quality testing. If IQ and OQ of the Equipment is not carried out by Atherton or nominees of Atherton, warranty claims will not apply. All work will be carried out during normal working hours unless otherwise specified in the quotation or agreed to in writing.

Where IQ, OQ, PQ, and/or steam quality testing of Equipment is required, the Buyer will give Atherton at least (7) working days prior notice.

### **Warranty**

All Products manufactured and work performed by Atherton is warranted to be of good material throughout, fit for purpose and of good careful workmanship. Atherton undertakes to correct and make good any defect or defects which may develop under normal and proper use within the warranty period which is due to workmanship, provided that the Product is serviced in accordance with Atherton recommendations and such service is performed by properly qualified and authorized personnel. Atherton must be notified immediately after the defect is discovered.

The warranty period is;

- a) Twelve months for equipment
- b) Three Months on service, repair and spare parts

The warranty period shall commence from the date delivery of the Product is made, or notification to the Buyer that delivery can be made unless otherwise specified in the quotation or agreed to in writing.

Atherton's liability is limited as provided in these conditions and does not extend to consequential damage, either direct or indirect, including loss of profit resulting from the loss of use of the equipment, that may be caused by any malfunction of the Product, or to any expense for repair or replacement otherwise paid or incurred without the authority of the Atherton. Atherton does not accept liability or responsibility for the defects or depreciation caused by wear and tear, accidents, lightning, corrosion, neglect, misuse, incorrect installation, supply services not provided in accordance with Atherton recommendations, maintenance not in accordance with Atherton recommendations, incorrect operation or other abnormal conditions.

Should field service be required, costs incurred in travelling to and from the location of the Product, including travel time, transportation and accommodation costs, and freight charges of sending of replacement parts to and from a nominated Atherton office, are borne by the Buyer. All field service will be carried out during normal working hours. If warranty service is requested outside normal working hours such work will be charged at the ruling overtime rates.

Requests for replacement parts or components under warranty must be accompanied with a purchase order for the replacement part or component at the ruling spare parts price cost. The defective part or component must be returned to the Atherton office handling the warranty claim complete with serial number. After receipt and inspection of the defective part or component Atherton shall decide at its sole discretion whether a warranty claim applies. If the claim is granted a credit will be issued for the replacement amount previously charged. Material and Product not manufactured by Atherton are sold under such warranty only as the makers give Atherton and Atherton is able, without legal expense to enforce, but are not guaranteed by Atherton in any way.

The warranty and warranty period does not cover such articles which are considered to be expendable, including but not limited to batteries, gaskets, filters, bellows, globes, gauges, electrical components.

### **Cancellation**

The right is reserved to impose a cancellation fee for the cancelling of an order. Such charges will be 15% of the order or contract value or for the labour and material used by Atherton at Atherton's prevailing rates, whichever is the greater sum.

### **Return of goods**

Under no circumstances will goods be accepted for credit or return unless authorized by Atherton beforehand in writing. Goods accepted for credit must be returned at the direction of Atherton, free into store freight prepaid. Any decision to accept goods returned for credit is entirely at the discretion of Atherton.