

## Total Gym Care Conditions of Sale

### Prices

The right is reserved to apply prices ruling at the time of delivery or work. Special transport charges or variations in tariffs, rates of exchange, special taxes, transport charges, insurance premiums or similar costs and increases in wages, cost of materials, or otherwise which affect goods and services offered or sold are to be made to the purchasers account. All prices are GST exclusive. GST will be added at the rate of 10% on all taxable supplies.

### Terms of Payment

Unless otherwise stated, terms of payment are net cash on delivery and/or completion of service or repair. For approved monthly accounts payment is required within 30 days of the date of invoice. In the event that an invoice is not settled within 30 days of the date of the invoice Total Gym Care reserves the right to charge a fortnightly administration fee. (10% of invoice) In addition the customer will be liable for legal costs and disbursements incurred by Total Gym Care arising from the default.

If the customer fails to comply with the terms of payment or the requirement to secure payment, Total Gym Care reserves the right to withhold further goods and services or at its option, terminate the agreement to supply goods and services, and any unpaid amount shall thereupon become immediately due.

### Retention of Title

Ownership and property of all parts supplied and/or installed remains with Total Gym Care until Total Gym Care has received payment in full of all money owing by the customer to it in full and if payment is not received by the due date we shall, without prejudice to our other remedies, be entitled to retake possession of the parts and to recover the deficiency on resale plus cost of repossession from you. For so long as ownership and property in the goods remain with Total Gym Care, the customer will hold the goods as bailaee for Total Gym Care and the proceeds of sale thereof in trust for Total Gym Care and if payment for the parts or service is not made on the due date, Total Gym Care has the right to enter the premises to take possession of the goods.

### Returns

If Total Gym Care elects to take back stock it must be in as new and saleable condition and upon terms agreed and a re-stocking fee of not less than 20% of invoice value will apply.

### Specific Orders

Custom made, custom cut or custom processed products or products acquired by Total Gym Care for the customer will not be returnable nor will labour charges for repairs or service previously authorised by the customer.

### Frustrated Access or Delivery

Time taken in gaining access to a site for delivery of goods or services will be billed at Total Gym Care's standard labour rates applicable at the time. Additional visits will also incur additional call out fees at the applicable rate. Total Gym Care reserves the right to charge an additional 10% loading to cover administration costs where there is above average administration required for scheduling a job and or re-booking due to circumstances out of our control occurs.

### Scheduling

Although every effort is made by Total Gym Care to keep service and repair schedules as promised. Total Gym Care accepts no liability to pay indemnity, Total Gym Care reserves the right to cancel the contract of purchases entirely or in part or to extend scheduled work times in the case of force majeure, strikes, lock-outs, or other interruptions in operation, stoppages, breakdowns, in machinery, fire, on our subcontractor's works, transport difficulties, war or blockade involving Australia or any other country from which parts on order are expected to be procured and every circumstances of political, economical or other nature beyond our control.

Total Gym Care shall have the same rights set out in the preceding paragraph if circumstances arise which create for us or sub-contractors difficulties in procuring parts or labour necessary for servicing or repairs, the overcoming of such difficulties would entail additional costs that we or our sub-contractors ought not reasonably to have calculated with them when submitting quotations or making contracts.

### Equipment not collected

Total Gym Care reserves the right to charge a storage fee of \$5 per week for repaired goods not collected from our premises within 14 days of notification.

### Goods Abandoned

Unless prior arrangements have been made, repaired goods not collected from our premises within 90 days of notification are considered abandoned. Total Gym Care reserves the right to sell abandoned goods to recoup the costs of repair and storage.

### Unrepaired Goods

Goods assessed but not repaired by Total Gym Care must be collected within 14 days of notification. After this time a storage fee will be charged. Any goods not collected after 90 days will be considered abandoned and will be disposed of. A \$50 disposal fee as well as applicable storage fees will be charged.

### Claims

Claims for faulty parts or workmanship must be made within 7 days of the date of invoice. Reference must me made to the appropriate invoice and work order numbers.

### Warranty

A warranty is furnished for the parts supplied and workmanship for a period of 6 months from the date of invoice. Total Gym Care's warranty does not cover damages or defects due to outside action, lack of care, overload, unsuitable lubricants, natural wear and tear, incorrect choice, or any other circumstances beyond our control. Total Gym Care accepts no responsibility for direct or indirect losses which the purchaser may suffer in consequence of defective parts or workmanship and we shall be under no liability of loss or damage arising out of the use of parts in any other way whatsoever in relation thereto. Approval of warranty claims are at the sole discretion of Total Gym Care. Warranty claims must be made within 7 days of occurrence.

### Insurance

Total Gym Care is under no obligation to insure parts after delivery or installation to the purchaser.

Total Gym Care is under no obligation to insure goods delivered or installed on behalf of a third party either in transit, during or after the installation.

### Advice

Any service or advice which may be offered by Total Gym Care, its servants or agents to users of suitable parts and repair options is rendered in all good faith and Total Gym Care shall not be liable for any loss or damage arising there from.

### Specifications

Every effort is made to ensure that specifications and other information in correspondence etc. are correct and accurate, but no warranty is given in respect thereof and Total Gym Care shall not be liable for any error therein.

### Estimates

Price estimates shall be open for acceptance for a period of 14 days from the date on which the offer is made until revoked or replaced by a further offer. Acceptance occurs at the time communication of acceptance is received by you whether by verbal, written or electronic means. An electronic communication of acceptance is deemed to be received when it enters your computerized information system. A communication of an offer must, to validly constitute an offer, include all details necessary for the execution of the order. In the event of suspension of work on the purchaser's instructions or lack of instruction or by failure to provide sufficient information to enable work to proceed uninterruptedly, the contract price may be increased to cover any extra expenses thereby incurred or in the event of cancellation of the contract the client may charged with all costs incurred.

### Governing Law of Contract

The agreement is governed by, and is to be construed in accordance with, the Law of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria and any court hearing appeals from those courts.