

TERMS AND CONDITIONS OF SALE

1. Definitions

"Seller" means **Kraus & Naimer Pty Ltd.**

"Buyer" means the purchaser of Goods from the Seller.

"Goods" means electronic products, switches, components, accessories, and related items supplied by the Seller.

2. Orders

All orders are subject to acceptance by the Seller. Minimum order quantities or pack sizes may apply. The Buyer is responsible for ensuring all specifications, ratings, and compatibility requirements are correct before placing an order.

3. Pricing

All prices are in Australian dollars and exclude GST unless stated otherwise. Prices may change without notice. All prices are trade unless specified as nett and are recommended prices only. The price payable is the price in effect at the time the order is accepted. Unless otherwise stated, any quotation given by the Seller to the Buyer in writing is open for acceptance for a period of thirty (30) days from the date of quotation but subject in every case to the Seller's right to withdraw at any time before acceptance.

4. Payment Terms

Payment is due **30 days nett**, unless otherwise agreed in writing. New accounts may require upfront payment. Overdue accounts may be suspended until payment is received.

5. Delivery & Risk

Goods are dispatched on a free on transport basis ("F.O.T.") by the normal surface means as determined by the Seller. Freight costs by other means will be fully chargeable to the Buyer. Delivery times are estimates only. Risk in the Goods passes to the Buyer upon delivery to the Buyer or its nominated carrier. Freight, insurance, and handling charges are the Buyer's responsibility unless otherwise agreed.

6. Inspection & Claims

The Buyer must inspect Goods immediately upon delivery. Any shortages, visible damage, or incorrect items must be reported within **7 days**. Claims for concealed defects must be made within a reasonable time after discovery.

7. Returns

Returns require prior written approval. Goods must be unused, in original packaging, and accompanied by a Goods Return Advice (GRA) number within seven (7) days of the date of Invoice. Credits shall only be granted for a maximum of 70% of the nett invoice value. Goods damaged by incorrect installation, overload, power surge, modification, or misuse are not eligible for return. Freight for returns is the Buyer's responsibility unless the Seller is at fault.

8. Title Retention (PPSA)

Title to the Goods remains with the Seller until full payment is received. The Buyer grants the Seller a security interest under the **Personal Property Securities Act 2009 (Cth)** and consents to registration of that interest on the PPSR.

9. Warranty

The Seller warrants that Goods are free from manufacturing defects under normal use for twelve (12) months from the date of invoice. This warranty excludes damage caused by improper installation, incorrect voltage, unauthorised repair, modification, or use outside manufacturer specifications. Any unauthorized repairs or alterations to Goods supplied by the Seller shall invalidate any guarantee given by the Seller. To the extent permitted by law, the Seller's liability is limited to repair, replacement, or refund at the Seller's discretion.

10. Technical Specifications & Compatibility

The Buyer is responsible for verifying that Goods are suitable for their intended application, including compatibility with other equipment, systems, or standards. The Seller is not liable for losses arising from incorrect selection, installation, or integration. All drawings and data furnished by the Seller are informative only and do not constitute any warranty of the suitability of the product for any particular purpose.

11. Limitation of Liability

The Seller is not liable for indirect, consequential, or special loss, including loss of profit, data, or business interruption. The Seller's total liability is limited to the amount paid for the Goods giving rise to the claim.

13. Governing Law & Waiver

These Terms are governed by the laws of the state or territory in Australia where the Seller is based. The parties submit to the jurisdiction of the courts of that state or territory. The failure on the part of the Seller to exercise or enforce any rights conferred by these terms and conditions shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

TCS Ver 2026:01