

TERMS AND CONDITIONS OF SALE

By purchasing products from MosquitoManagers (Banksia Rise Pty Ltd ABN 61 105 445 823 trading as MosquitoManagers) you agree to be bound by the Terms and Conditions (the "Terms and Conditions") of Sale as detailed below.

General

These Terms and Conditions apply to the sale of goods by MosquitoManagers (Banksia Rise Pty Ltd ABN 61 105 445 823 trading as MosquitoManagers) ("Vendor") and all offers made by the Vendor in relation to the Vendor's goods unless varied, amended or cancelled by an Officer or other duly authorised representative of the Vendor in writing.

The Buyer of goods from the Vendor is deemed to have accepted the terms and conditions contained herein by placing an order with the Vendor.

The Vendor's failure to object to any term or condition contained in any communication, whether written or oral, from the Buyer, shall not mean those conditions/terms are accepted.

Pricing Policy

All prices quoted, verbally, written, or from this web site are inclusive of GST and are ex warehouse, unless explicitly stated otherwise.

The purchase price for the goods shall be at the Vendor's List prices as at the date of order. Prices are subject to change without notice. For all prices, products and offers, the Vendor reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances.

Any errors on the invoice or in delivery must be notified to the Vendor within seven (7) days of invoice. No credits for overcharges or returned stock shall be accepted outside these terms.

Product Information Disclaimer

While the Vendor uses reasonable efforts to include accurate and up-to-date information on its Web Site, the Vendor makes no warranties or representations as to the Web Site's accuracy. The Vendor assumes no liability or responsibility for any errors or omissions in the content of the Web Site.

The Vendor does not guarantee product compatibility.

Acceptance of Orders

Orders are not binding upon the Vendor until accepted by the Vendor. An order may be

rejected by the Vendor at its discretion.

Payment

All payments are strictly "Cash Before Delivery", either by direct deposit to a specified MosquitoManagers bank account, bank cheque, or approved credit card payment online payment system, unless otherwise arranged and agreed in writing.

MosquitoManagers reserves the right to decline any payment that is believed to be fraudulent.

Cheques returned by the bank either as dishonoured or for representation shall attract a fee of Thirty dollars (\$30.00) each time.

Goods will be delivered only once the payment has cleared into the specified MosquitoManagers bank account.

Reservation of Title

It is expressly agreed and declared that the title of the subject goods/product shall not pass to the Buyer until full payment is received by the Vendor and the funds have cleared.

Delivery

Subject to stock availability and in accordance with the payment conditions outlined above, orders shall be dispatched within two (2) business days after the clearance of payment into the specified MosquitoManagers bank account.

All freight costs will be borne by the purchaser and are not refundable. These costs may include insurance and any other fees or charges imposed by government agencies or officials.

The Vendor is responsible for any loss or damage to the goods that occurs in transit when the goods are being delivered by our nominated carrier, provided that the Buyer does not accept the damaged goods from the freight carrier. Once the Buyer accepts delivery of the goods from the freight carrier, then the Vendor shall no longer be liable for any damage to the goods that has occurred in transit.

The Buyer is responsible for any loss or damage to the goods that occurs in transit when the goods are delivered by any means requested by the Buyer, and not the Vendors normal means of delivery.

Goods lost or damaged in transit are not covered by the manufacturer's warranty or any other warranty.

The Vendor shall not be liable for any losses, costs, damages, or other expenses incurred directly or indirectly as the result of the Vendor failing to dispatch the goods in the dispatch timeframe detailed above, or as the result of the freight carrier used for delivery failing to

meet any estimated or quoted delivery deadline.

The Vendor must be notified of any change of address of the Buyer prior to the goods being dispatched for delivery. Non arrival or incorrect delivery of goods, and/or the cost of return and/or redelivery of goods, as the result of a failure of the Buyer to notify the Vendor of a change of address, or due to the Buyer providing an incorrect address, are the responsibility of the Buyer.

Payment of any redelivery fee that is imposed by the freight carrier as a result of no authorised person being at the delivery address at the time of delivery to accept the delivery, is the responsibility of the Buyer.

Warranty

All goods come standard with a twelve (12) month manufacturer's return to base warranty unless otherwise stated. All warranties become effective from the date of invoice, are granted to the initial end-user only, and are non-transferable.

If goods are under warranty, repair or replacement of the item shall be at the Vendor's discretion.

Goods returned under warranty must be accompanied by all manuals and any other items included with the original shipment.

Goods returned for under warranty will be accepted under the terms of the warranty agreement as stipulated by the manufacturer, and are accepted subject to inspection by the manufacturer and/or the authorised repair agent.

The Vendor and the manufacturer will not cover under warranty any item that has been misused, mishandled, returned inadequately packaged, or is malfunctioning as a result of abnormal or illegal use. The removal of any serial numbers, factor seals and/or warranty stickers will void warranty.

The Vendor will not repair or replace under warranty any damage caused by operation outside of designed working and/or storage environments, power surges, fluctuations and interference, lightning, or other acts of nature beyond the control of the Vendor.

If the Vendor or manufacturer determines that the failure of the goods returned under warranty was not the result of a defect in materials or workmanship, then the Vendor reserves the right to charge the Buyer for parts and labour at the Vendor's current labour rate. A minimum charge of \$50 will apply to goods returned for warranty when no fault is found, and the Buyer shall be responsible for the costs of shipping and handling for return of the goods to them.

Temporary replacement goods will not be supplied by the Vendor, unless otherwise arranged with Vendor.

Where goods are returned under warranty and a fault is found, shipping and handling charges for delivery of goods repaired or replaced under warranty shall be borne by the Vendor.

Non-defective goods may be returned for credit within ten (10) days of the invoice date. Goods must be in resaleable condition, be returned in their original packaging including any manuals, blank warranty cards, accessories, and any other documentation included with the original shipment. A credit will be issued against future purchases, or payment for the goods refunded, at the discretion of the Vendor. Shipping charges are not refundable. Any government or bank fees charged are not refundable.

No returns of non-defective goods will be accepted after ten (10) days of the invoice date. A restocking fee of 15% of the purchase cost applies to the return of all non-defective goods. Any used, missing or damaged products, components, or accompanying items shall result in rejection of the returned goods or an additional restocking fee at the Vendor's discretion.

Terms and Conditions for Returns of Goods for Credit or Under Warranty

No returns will be accepted without prior authorisation and without a Return Authorisation Number (RAN) issued by the Vendor. RAN's are valid for ten (10) days from the date of issue and cannot be extended or re-issued. The delivery destination for returned goods will be provided by the Vendor when a Return Authorisation is issued.

All returned goods must be accompanied by the following paperwork:

- i). a copy of the original invoice.
- ii). Contact details including customer name, return address, phone no.
- iii). a brief summary of the fault/ reason for return.
- iv). Packaging and all paperwork accompanying the equipment must clearly state the RAN.

The Buyer is responsible for any shipping charges and risk of loss or damage on all return shipments. The Vendor recommends that the Buyer uses a reputable shipping carrier capable of providing proof of delivery, and that the Buyer fully insures the return shipment.

When goods are returned for credit or returned under warranty, and cannot be repaired or replaced, credit will be issued against future purchases, or payment for the goods refunded, at the discretion of the Vendor. Shipping charges are not refundable. Any government or bank fees charged are not refundable.

The Vendor will not accept for return any goods that are damaged in transit, not properly packaged, or with no Return Authorisation Number (RAN).

Disclaimer

IN NO EVENT SHALL MOSQUITOMANAGERS BE LIABLE FOR ANY DAMAGES CAUSED BY ANY PRODUCT OR SERVICE OR THE FAILURE OF SUCH PRODUCT OR SERVICE TO PERFORM, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, LOSS OF USE, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND REGARDLESS OF THE THEORY OF LIABILITY PURSUANT TO WHICH SUCH DAMAGES MAY BE SOUGHT. MOSQUITOMANAGERS HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND CONFORMITY TO MODELS.

MosquitoManagers is not liable for any claim made by a third party or made by you for a third party.

To the fullest extent permitted by law, all other warranties are hereby expressly negated, and MosquitoManagers shall not be liable to the Customer in respect of any loss or damage, whether direct, indirect or consequential, arising out of the Customer's purchase, use or non use of the Equipment, including without limitation, any fault in respect thereof (excluding direct loss or damage arising out of MosquitoManagers sole neglect). MosquitoManagers , to the extent permitted by law, shall limit its liability in respect of any warranty or obligation imposed in Division 2 of Part V of the Trade Practices Act, to undertaking any of the actions specified in Section 68A(1)(a) of the said Act.