

## Labour & Parts Warranty

	Labour	Parts
<b>Maytag Commercial</b>	12 Months	12 Months
<b>LG Commercial</b> (washer motor 60 months)	12 Months	12 Months (washer motor 60 months)
<b>Electrolux Professional</b>	12 Months	12 Months
<b>Electrolux myPRO</b>	12 Months	24 Months
<b>Grandimpianti Washers</b>	12 Months	12 Months
<b>RJ Series Washer Extractors</b>	12 Months	12 Months
<b>Electrolux Ironer</b>	6 Months	6 Months electrical, 12 Months mechanical
<b>Ghidini Finishing Equipment</b>	6 Months	6 Months electrical, 12 Months mechanical
<b>LACO Ironers</b>	6 Months	6 Months electrical, 12 Months mechanical
<b>GMP Ironers</b>	6 Months	6 Months electrical, 12 Months mechanical
<b>ReNew Ozone Unit</b>	6 Months	12 Months
<b>Brightwell Dispensers</b>	-	12 Months
<b>Coin Mechanisms</b>	1 Month	1 Month
<b>Reconditioned Equipment</b>	1 Month	1 Month
<b>eCleanPay Interface</b>	1 Month	12 Months
<b>Nayax Interface</b>	1 Month	24 Months
<b>JayWare Dishwashers</b>	12 Months	12 Months

**Warranty:** Subject to the Trade Practices Act 1974 and any other relevant legislation, all products delivered by Richard Jay are subject to the following warranty conditions provided that the products are installed within the Commonwealth of Australia or to markets outside of Australia where Richard Jay is the exporter / approves the export of its products by others and acknowledges in writing the honouring of these warranty terms.

All warranty is subject to the following conditions:

1. All warranty claims must be directed to Richard Jay Pty Ltd. Provision of warranty is subject to model, serial number and proof of purchase being produced. The Customer is not authorized to arrange repair work.
2. Where repair work is required for items located outside the metropolitan area the Customer is responsible for all travel and freight costs incurred to repair the item.
3. Unless the machine has adequate surge protection supplied to it, faults caused by power fluctuations will not be covered by warranty. Also, faults due to water or gas supply interruption, application of undue force, incorrect connection of services, excessive overloading of the equipment, faults caused by or arising from the service of equipment by parties not authorized by Richard Jay Pty Ltd, faults or dysfunctions caused by process controls being programmed or tampered with by any party other than Richard Jay Pty Ltd.'s approved agent are not covered by warranty.
4. It is the Customers responsibility to measure space for machinery and provide suitable access to the premises externally and internally. Richard Jay will not be liable for any claims arising from delivery and installation where suitable access is not available.
5. This warranty does not cover vandalism, acts of malicious damage, rust or corrosion, or faults or damage caused by incorrect installation, vermin, insects or animals. Coin jams, loss of keys, pump blockages and reprogramming or any variations to the microprocessor are also not covered. Also, damage caused by accident, misuse, fire, water, Ozone systems from other suppliers, or chemical spillage are not covered.
6. Faults due to lack of or inadequate maintenance in accordance with the manufacturers specifications are not included in this warranty.
7. The GMP Ironers have 3 years warranty against corrosion on the Chromed Chest and 5 years warranty on the TENAX padding option.
8. Warranty will not be honoured unless full payment for equipment has been received.
9. All warranty repair work will be carried out during normal working hours. Any work outside of normal hours will result in the associated costs being borne by the Customer.
10. Perishable items including (but not limited to) the following are not covered by warranty: lint screens, roller ribbons, gasket & washers, drain valve seals, ironer covers, rubber parts (e.g. door seals, belts etc.), water heating elements, light bulbs, press buttons, fuses, chemical tubing, ware washing racks, hoses and fitting external to the equipment housing.
11. Any parts or their replacement, affected by the installation of Ozone or a similar product will not be covered by any warranty.
12. Warranty on spare parts is 30 days from the date of supply by Richard Jay Pty Ltd.
13. The cost of freight of spare parts to the customer and the return freight of any faulty spare parts are not included in warranty.
14. Richard Jay Pty Ltd accepts no liability for goods damaged during transportation.
15. Any travelling time, car parking, airfares, mileage charges and accommodation costs, and any consequential loss are not covered by warranty.

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# Richard Jay Pty Ltd Terms & Conditions of Sale

1) The Customer hereby warrants that information given to Richard Jay (the Supplier) is true accurate and correct and is supplied for the purpose of obtaining services, goods or credit.

2) The Customer warrants that the persons whose signatures appear on the order form are duly authorised by the Customer to request services, goods or credit.

3) The Customer agrees to adhere to the terms and conditions of Richard Jay's.

4) The Customer agrees that it is not entitled to any credit facilities until it receives notice in writing ("the notice") from Richard Jays stating that the credit facilities have been given and specifying the terms and conditions upon which such credit facilities are given. Until the Customer receives notice any goods that are supplied by Richard Jays to the Customer shall be supplied based on cash upon delivery.

5) The parties agree that in the event of Richard Jay's (prior to approving credit) granting to the Customer time to pay for any goods supplied then such supply shall not amount to a waiver of any terms of this agreement nor be construed or be taken directly or by implication as a granting by Richard Jay's of credit facilities to the Customer and no credit facilities shall be granted unless so stated in the notice.

6) In the event of Richard Jay's granting credit facilities to the Customer then the following terms shall apply:

i) Payment of all accounts is required by the due date stated on the order or seven days after delivery.

ii) That should the Customer default in the monies due under this agreement then any monies due to Richard Jays shall immediately become due and payable and shall be paid by the Customer within SEVEN (7) days of the date of demand and Richard Jays shall be entitled to charge interest at a rate of 15% percent per annum on all overdue accounts from the due date until the actual payment.

iii) Any expenses, costs or disbursements incurred by Richard Jays in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Customer. Costs include but are not limited to those incurred in contacting the customer by phone and letter. These costs may be charged at \$60.00 per hour plus GST.

iv) Richard Jays shall be entitled without notice to terminate any credit arrangement with the Customer in the event of the Customer defaulting in any of the terms and conditions herein contained.

7) The Customer hereby acknowledges that the goods supplied by Richard Jay shall remain the property of Richard Jays until full payment is received for same. Richard Jays hereby agrees to allow the Customer to deal, sell or trade with the goods in the normal course of business and for the Customer to retain the sale proceeds of such sale or dealing provided that the Customer adheres to the terms and conditions of this Agreement. In the event of the Customer defaulting in any of the terms of this Agreement including the payment of any monies due under this Agreement then Richard Jays shall have the right (without giving notice) to retake possession of the goods supplied to the Customer and the Customer hereby authorises and allows Richard Jay, its representative, servant, agent or employee to enter the premises upon which the goods are housed or stored for the purpose of retaking possession of same and Richard Jay shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of the retaking possession of goods.

8) Where the Customer is a trustee the Customer warrants that the assets of the Trust shall be available to meet payment of the account.

9) Richard Jay reserves the right to terminate the Agreement on the change of Directorships or Shareholders or other internal structures and requests that the Customer shall no later than 14 days prior to any proposed changes provide full details of the proposed change or alteration, to Richard Jay. The Customer shall be liable for any goods supplied by Richard Jay after such change, alteration or addition unless the Supplier shall have acknowledged by writing acceptance of the intended change, alteration or addition.

10) For this document the "GOODS" shall mean, all goods and chattels, and all charges for work or labour done, hire charges, fees, service charges. Repairs, materials, insurance charges of whatever nature, associated with the supply and manufacture, construction, repairs of the goods supplied to the Customer and all the terms and conditions of this Agreement shall relate to any charge herein before mentioned imposed by the the signatories to this agreement who also authorise Richard Jays to conduct credit inquiries on them, any businesses that they may be proprietor or partner of. And any company which they may be director of.

a) If Richard Jay considers it relevant to assess the application for commercial credit, then signatories to this agreement agree to the Supplier obtaining a report about their Personal Activities or Personal Credit worthiness from a business, which provides information about Personal Credit worthiness of persons.

b) The signatories to this Agreement agree that Richard Jays may give and seek from any credit providers that may be named in a credit report issued by a credit-reporting agency, information about their credit arrangements. The signatories understand that this information can include any information about their credit worthiness, credit standing, credit history or credit providers are allowed to give or receive from each other under the Privacy act 1988.

c) If Richard Jay's considers it relevant to collecting overdue payments in respect of consumer or commercial credit provided to the Customer, the Customer agrees to Richard Jays receiving from a Credit reporting agency a credit report containing personal information about the Customer in relation to collecting overdue payments.

d) Under section 18E(8)0 of the Privacy Act 1988 the Supplier is allowed to give a credit reporting agency personal information about the Customer's credit application. The information which may be given to an agency is covered by Section 18E(1) of the Act.

e) The signatories to this agreement agree that the Supplier may seek from a Credit Reporting Agency a Credit Report containing personal information to assess whether to accept them as Guarantors for the credit applied for or provided to the Customer named in the Application. The signatories agree that if the Supplier approves the Customer's application for credit, this agreement remains in force until the Customer's liability with the Supplier ceases.

f) If the Supplier approves the Customer's Application for credit, this agreement remains in force until the credit facility covered by the Customer's application ceases or the Supplier cancels the Agreement.

g) The Customer having read the above the clauses, pertaining to the requirements of the Privacy Act 1988 hereby agree to them and consent to be bound by them.

**Freight :** Richard Jay Pty Ltd accepts no liability for goods damaged during transportation. Customers using freight arranged by Richard Jay and supplied by third party carriers, do so at their own risk. Richard Jay or third party carriers do not cover damaged or lost goods unless this is arranged separately. Freight cover on all goods is available at an extra cost incurred by the customer. A quote is available on request.

The customer must notify Richard Jay in writing of any claim within the following limits; where the receiver had indicated in writing on the consignment note that loss or damage has occurred in respect of the goods; within fourteen (14) days from the date of delivery of the Goods to the delivery address; and, where the receiver has acknowledged that the Goods have been delivered and received in good order and condition, within forty eight (48) hours from the date of delivery of the Goods to the delivery address.

**Limitation of Liability :** (a) Richard Jay will not be liable for any contingent, consequential, direct, indirect, special or punitive damage or loss whatsoever suffered by the customer, as a result of any act, omission or statement made by Richard Jay, its employees, contractors or agents whether due to negligence or otherwise, except that in these Terms limits any liability imposed by any statute unless or to the extent that is lawful to do so. (b) No other term, condition, agreement, warranty, representation or understanding whether express or implied, in any way extending to, otherwise relating to or binding upon Richard Jay, other than these Terms, is made or given by or on behalf of Richard Jay and the Customer acknowledges that it will rely on its own knowledge and expertise in selecting any products for any purpose and any advice or assistance given for or on behalf of Richard Jay shall be accepted at the Customer's risk. (c) Where Richard Jay is not permitted to exclude, restrict, or modify its liability for a breach of a condition or warranty that is implied by any statute or applicable laws but is permitted to limit its liability for the breach of such condition or warranty, Richard Jay's liability is limited to the cost of replacement of the subject products. (d) The Customer acknowledges that all products are sold subject to the manufacturer's trading terms and conditions and any warranty of the manufacturer.

**Terms and Conditions Relating to Installation :** Richard Jay shall not undertake installation / dismantling of products or equipment as the case may be unless otherwise agreed between Richard Jay and the Customer. Where the Customer explicitly instructs Richard Jay to undertake installation/dismantling, the Customer agrees that: (a) The Customer is to ensure the safe custody of and minimize the deterioration in the products and all of Richard Jay's equipment whilst on-site before and after installation. The customer will protect the products and all of Richard Jay's equipment by providing covered, secured and waterproof storage facilities. Excess products and equipment remain the property of Richard Jay; (b) The Customer will immediately ensure that the site is cleared and free of obstruction and that adequate lighting and electricity services are available for use by Richard Jay and the Customer will further ensure unless otherwise agreed, that Richard Jay is able to carry out the installation works during normal working hours; (c) The Customer is to provide at no cost to Richard Jay, Labour and materials handling equipment for unloading the products, transporting them to the installation area and for cleaning the site; and (d) It is the responsibility of the Customer to remove from the site any debris resulting from the installation works. It is the Customers responsibility to measure space for machinery and provide suitable access to the premises externally and internally. Richard Jay will not be liable for any claims arising from delivery and installation where suitable access is not available.

**Credit Limit :** The grant of any credit facility and/or the nomination of any credit limit are an indication only of Richard Jay's intention at time and Richard Jay may vary or withdraw any credit facility at any time at its discretion and without any liability to the customer or any other person or entity. The customer agrees to pay on demand all sums owing in connection with this credit facility in the event the credit facility is withdrawn. Discrepancies or faulty goods must be advised within 7 days of invoice or claims may not be recognised. Customers using Richard Jay freight carriers do so at their own risk. Insurance on all goods are available at a cost incurred by the customer. A quote is available on request.

**Warranty :** Please refer overleaf for Richard Jay Pty. Ltd. Warranty Terms and Conditions.

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