

SALES & SERVICES CONDITIONS

"According to Australian security standard (AS/NZS 2201.1:2007), a security device must be checked and audited every year for its functionality."

Art. 1 These sales conditions are valid for all incoming orders of Bandit the Security Fogging Device. The customer is supposed to accept them by the simple fact of placing an order. Deviations of these sales conditions, even if mentioned on documents coming from the customer, can't be opposed to us, unless our written confirmation. Even then, the other articles in these sales conditions, remain valid.

Product Specifications and Delivery Terms:

Art. 2a Unless a written approval, all samples, measurements, weights and installation guidelines, are meant as an approached description of our products and so all eventual deviations of any kind can't be called on by the customer and/or the installer to refuse either the delivery or the payment, or to cancel a delivery or to claim a compensation.

Art. 2b Unless a written agreement, we accept no liability for an eventual malfunctioning of our products for special applications intended by the customer and/or the installer.

Art. 2c Unless a written approval, our stated delivery terms are an approach of and are never binding. Any delay of delivery can only be claimed for compensation, if agreed up front within a written approval.

Art. 2d All parties agree, that if the address of invoice should be different from the address of the company, this was on request of the customer. This way the customer can never claim something from the vendor.

Art. 2e Unless a written approval, all our deliveries are done from our company in 4/17 Welshpool Rd, St. James WA 6102 Australia (Ex-works). All delivery costs are charged to the customer or as agreed during purchase. Even if a sale is done from another delivery address, the merchandises always travel on customers risk.

Art. 2f All deliveries from our company to the client, are meant to be packed professionally and documented for regular road transport by truck. All supplementary costs which have to be made by the vendor for extra packaging, certifications, transport- and/or customs documents are on the clients account.

Payments:

Art. 3a All invoices must be paid in Australia. Unless a written agreement, all invoices should be paid within 30 days from invoice date on. The non-payment on the expiration date of even one single invoice or an accepted bill of exchange, can immediately start all legal procedures of claims against the customer. The obligations of payment of the customer are not suspended by stating even a valid reason of complain about the delivered goods.

Art. 3b On each amount not paid on the expiration date, there will be charged a legal interest. The expired amount is also legally raised with a compensation, being 10% of the unpaid amount, with a minimum amount of \$100. This is a flat-rate estimate, agreed by the customer, for the claimed loss by the vendor.

Art. 3c All delivered goods remain full property of **FOG BANDIT ANZ** the authorised supplier of **BANDIT nv/sa** until these are fully paid according the belonging invoice and these sales conditions.

Guarantee:

Art. 4a The standard guarantee on our products for hidden faults is five (5) years from production date on (mentioned on label, see back cover). This guarantee is only valid with a professional installation within our guidance terms, normal application, maintenance within our guidance terms and use by a well-trained and informed end user.

Art. 4b The vendor doesn't provide any guarantee on the batteries (even if they are already installed within the delivered machines). Each guarantee expires if the identification label is damaged in such a matter that the bar code or the serial number on the machine or an accessory is not readable anymore.

Art. 4c The eventuality of a reparation of a machine or subpart (even in the period of guarantee) and/or a recharge, have no influence whatsoever on the original expiration date of the guarantee.

Art. 4d The vendor has the ability, using even a simple motivation, to reject the guarantee at all times, if shown that the product isn't used as it should have been, isn't safe anymore and doesn't fulfil at the prescribed electrical, pressure vessel and/or mechanical properties like foreseen in the original state.

Art. 4e All spare/replacement parts of Fog Bandit device(s) including HY3 fog fluid cartridge(s) and backup battery/batteries should be procured from the company Fog Bandit ANZ directly otherwise the guarantee/warranty will be void and company will not be responsible for malfunctioning of the device(s).

Product Liability:

Art. 5a Our product liability relies on the terms of the Australian as well as Belgian law. Because of the special field of application of our product, the following articles, 5b and 5c, have been agreed with the client.

Art. 5b **FOG BANDIT ANZ** and **BANDIT** nv/sa is in no circumstances liable or responsible for goods and/or values which are protected or extra secured by means of our products. Even if one or more of our products shouldn't function properly or like expected, whatever the reason may be, no claim is possible against **FOG BANDIT ANZ** and **BANDIT** nv/sa.

Art. 5c Physical and material damages, caused by a fog ejection or an action not executed following our guidelines, which for example are extended described in our manuals, no claim is possible against **FOG BANDIT ANZ** and **BANDIT** nv.

Reparations and Recharges:

Art. 6a All reparations and recharges (HY-3 pack) must be sent to us with a delivery note from the client. The delivery note should refer too: identification of the client, model, serial number, a short description of complaint and the address on which the products has to be returned. Also, the desired reparation date can be mentioned (not binding for **FOG BANDIT ANZ** and **BANDIT** nv/sa).

Art. 6b All reparations and recharges have to be sent to us C.I.F. our company in Western Australia. This means all transportation costs, packaging and risks are on the clients account.

Art. 6c **FOG BANDIT ANZ** and **BANDIT** nv/sa is not obligated to deliver a compensation fee, an exchange unit or an exchanging part during the reparation or recharging period.

Art. 6d After a thorough research in our company, an estimation of the costs will be made up for all returned units or parts (in case of full guarantee, the amount to pay in this note will be zero). This note of estimated costs will be sent to the client which will have to sign it for agreed and send it back to us asap in order to start the reparation and to accelerate a quick and correct handling.

Art. 6e The repaired or recharged products will be returned to the client "ex-works Western Australia". All transportation costs and risks are in charge of the client. Also art. 2f.

Art. 6f Returned products for recharging, like i.e. HY-3 pack, will be recharged, inspected technically and tested in our company. Eventual additional costs caused by bumps, deep scratches or other irregularities which may endanger the safety of and the products liability, will first be offered by email to the client. Only after his written approval by means of signing this note for agreed and emailing it asap back to our company, the reparation will take place.

Disputes:

Art. 7 Each act will fall under Australian Law and Belgian Law and all disputes, without any exceptions, will fall under the jurisdiction accordingly. The administration of justice will proceed in the English language applicable in country.