

SCOTS ICE AUSTRALIA FOODSERVICE EQUIPMENT

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections on Pages 1, 2 & 7 and read the Terms and Conditions of Trade on Pages 3-7.

DATE: _____ REF No. _____

CUSTOMER'S TRADE NAME: _____

CUSTOMER'S FULL or LEGAL NAME: _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Billing Address: _____ Physical Address: _____

_____ State: _____ Postcode: _____ _____ State: _____ Postcode: _____

COMMERCIAL CUSTOMERS ONLY

ABN/ACN Number: _____

Requested Credit Limit: _____ Date Established: _____

Contact 1: _____ Contact 2: _____

Position: _____ Position: _____

Phone: _____ Phone: _____

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company) OR TRUSTEE (If a Trust)

Full Name: _____ Full Name: _____

Home Address: _____ Home Address: _____

_____ State: _____ Postcode: _____ _____ State: _____ Postcode: _____

ID: _____ Date of Birth: _____ ID: _____ Date of Birth: _____
(Driver's Licence, Passport, etc.) (Driver's Licence, Passport, etc.)

Home Phone: _____ Home Phone: _____

TRADE REFERENCES

Business Name 1: _____ Address or A/C No: _____

Phone: _____ Fax: _____

Business Name 2: _____ Address or A/C No: _____

Phone: _____ Fax: _____

Business Name 3: _____ Address or A/C No: _____

Phone: _____ Fax: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (pages 3 - 7) of Scots Ice Trading Pty Ltd ATF Scots Ice Trust T/A Scots Ice Australia Food Service Equipment which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED (CUSTOMER): _____ SIGNED (SUPPLIER): _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CUSTOMER'S SIGNATURE:

Signed: _____ Name: _____ Date: _____

SCOTS ICE AUSTRALIA FOODSERVICE EQUIPMENT

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Scots Ice Trading Pty Ltd ATF Scots Ice Trust T/A Scots Ice Australia Food Service Equipment and its successors and assigns ("the Supplier") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

_____ ("the Customer")

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- 1. GUARANTEE** the due and punctual payment to the Supplier of all monies which are now owing to the Supplier by the Customer and all further sums of money from time to time owing to the Supplier by the Customer in respect of goods and services supplied or to be supplied by the Supplier to the Customer or any other liability of the Customer to the Supplier, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Supplier, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to the Supplier the Guarantor will immediately on demand pay the relevant amount to the Supplier. In consideration of the Supplier agreeing to supply the Goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to the Supplier registering any interest so charged. The Guarantor irrevocably appoints the Supplier and each director of the Supplier as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Supplier may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
- 2. HOLD HARMLESS AND INDEMNIFY** the Supplier on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Supplier in connection with:
 - (a) the supply of goods and/or services to the Customer; or
 - (b) the recovery of monies owing to the Supplier by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Supplier's nominees costs of collection and legal costs; or
 - (c) monies paid by the Supplier with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Supplier, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Supplier to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 3. I/We have received, read and understood the Supplier's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- 4.** This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to the Supplier by the Customer and all obligations herein have been fully paid satisfied and performed.
- 5.** No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Supplier's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to the Supplier, each Guarantor shall be a principal debtor and liable to the Supplier accordingly.
- 6.** If any payment received or recovered by the Supplier is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Supplier shall each be restored to the position in which they would have been had no such payment been made.
- 7.** The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- 8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to the Supplier.**
- 9.** I/we irrevocably authorise the Supplier to obtain from any person or company any information which the Supplier may require for credit reference purposes. I/We further irrevocably authorise the Supplier to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Supplier as a result of this Guarantee and Indemnity being actioned by the Supplier.
- 10.** The above information is to be used by the Supplier for all purposes in connection with the Supplier considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1 SIGNED: _____ FULL NAME: _____ HOME ADDRESS: _____ DATE OF BIRTH: _____ SIGNATURE OF WITNESS: _____ NAME OF WITNESS: _____ OCCUPATION: _____ PRESENT ADDRESS: _____ EXECUTED as a Deed this _____ day of _____ 20____

GUARANTOR-2 SIGNED: _____ FULL NAME: _____ HOME ADDRESS: _____ DATE OF BIRTH: _____ SIGNATURE OF WITNESS: _____ NAME OF WITNESS: _____ OCCUPATION: _____ PRESENT ADDRESS: _____ EXECUTED as a Deed this _____ day of _____ 20____

SCOTS ICE AUSTRALIA FOODSERVICE EQUIPMENT

Scots Ice Australia Foodservice Equipment Terms and Conditions

The supply of goods or services by Scots Ice Trading Pty Ltd as Trustee for Scots Ice Trust trading as Scots Ice Australia Foodservice Equipment ("Scots Ice") is made on the following terms and conditions (the "Contract Terms").

1. Definitions

"Customer" means the person, firm, company, body corporate or entity who or which has offered to purchase the goods or services from Scots Ice or whom Scots Ice has offered to sell the goods or services, this includes those customers that purchase the goods or services with the intention of reselling them rather than consuming or using them.

"Goods" means the products or items supplied by Scots Ice.

"PPSA" means Personal Properties Security Act 2009.

"Services" mean the services supplied by Scots Ice.

2. General

These terms and conditions shall apply to the exclusion of all others and any terms and conditions of the customer (whether in a customer order form or otherwise) which are contrary to or inconsistent with these terms and conditions shall not apply nor shall they constitute a counter offer. No goods or services will be supplied by Scots Ice on any terms and conditions other than those set out herein and by taking delivery of goods or services the customer shall be deemed to agree these terms and conditions shall apply to the exclusion of all others.

3. Price and Price Variation

(a) Scots Ice may invoice the goods or services at the prices ruling on the date of delivery

(b) All prices quoted are exclusive of:

(i) Goods and Services Tax (GST) and therefore GST will be added to each invoice at the current rate.

(ii) any delivery charges or surcharge or both, otherwise imposed by Scots Ice in its absolute discretion.

(c) Scots Ice reserves the right to alter or vary any prices of goods or services and terms on which those goods or services are to be supplied at any time prior to acceptance without warning.

4. Quotations and Orders

(a) All orders are subject to written acceptance by Scots Ice.

(b) Unless previously withdrawn by Scots Ice at any time, a quotation is valid for thirty (30) days from the date on the quotation after which time it will lapse.

(c) In the case of goods not expressed to be offered from stock, the time of delivery is an estimate only of when goods may be available for delivery and is based upon estimated time necessary to obtain goods from manufacturers and /or suppliers and Scots Ice does not accept any responsibility for failure to deliver within the time stated. The customer acknowledges that failure to deliver the goods strictly within the time stated shall not entitle the customer treat the order as repudiated.

5. Payment terms

(a) Terms of payment will be pre-payment prior to dispatch or cash on delivery unless otherwise agreed in writing. If payment is by cheque or by electronic funds transfer (EFT), payment is effected upon clearance of the funds which may take up to five (5) days.

(b) If Scots Ice shall extend trading terms to the customer, payment for all goods or services will be within thirty (30) days from the date of invoice.

(c) A non-refundable deposit is required upon placement of any order of Firex goods or special projects goods or custom goods, listed and not listed in the Scots Ice Price List. The balance will be paid in full prior to dispatch of goods, unless otherwise agreed in writing.

(d) Visa and MasterCard payments incur a 1.5% surcharge.

(f) The customer acknowledges that they shall not be entitled to withhold payment of the purchase price or any part of the purchase price or make any deduction from the purchase price in respect of any alleged set off or counter-claim.

6. Default and Consequences of Default

(a) Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Scots Ice sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

(b) If the customer owes Scots Ice any money the customer shall indemnify Scots Ice from and against all costs and disbursements incurred by Scots Ice in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Scots Ice contract default fee, and bank dishonour fees).

(c) Without prejudice to any other remedies Scots Ice may have, if at any time the customer is in breach of any obligation (including those relating to payment) under these terms and conditions Scots Ice may suspend or terminate the supply of goods or services to the customer. Scots Ice will not be liable to the customer for any loss or damage the customer suffers because Scots Ice has exercised its rights under this clause.

(d) Without prejudice to Scots Ice's other remedies at law Scots Ice shall be entitled to cancel all or any part of any order of the customer which remains unfulfilled and all amounts owing to Scots Ice shall, whether or not due for payment, become immediately payable if:

(i) any money payable to Scots Ice becomes overdue, or in Scots Ice's opinion the customer will be unable to make a payment when it falls due;

(ii) the customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(iii) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the customer or any asset of the customer.

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7. Delivery and Freight charges

- (a) All spare parts will incur a freight and packing charge.
- (b) All goods prices, except spare parts, unless specified otherwise include scheduled delivery within Sydney, Melbourne and Brisbane metropolitan areas to the customer's loading dock only. Deliveries to Perth, Adelaide, Darwin and Hobart metropolitan areas and to any other area carry a surcharge.
- (c) Deliveries to third parties as nominated by the customer are subject to local carriage charges at Scots Ice's discretion.
- (d) Deliveries outside metropolitan areas will be charged from Sydney, Melbourne or Brisbane at Scots Ice's discretion.
- (e) Goods deliveries are to ground floor level, kerbside or loading dock areas only, where a crane, forklift, trolley or pallet jack is required it is to be supplied by the customer.
- (f) Failure to receive goods will subject the goods to charges on re-delivery at Scots Ice's discretion.
- (g) Additional delivery charges apply for all upright and bench type refrigerators and large convection ovens to any location.
- (h) Scots Ice will not be liable for any claim whatsoever in respect of the goods including late deliveries and breakage, unless made in writing within (7) seven days of delivery of the goods.
- (i) No claim can be made if the carrier consignment note has been signed as received in good physical condition.

8. Cancellation and Returns

- (a) Scots Ice may cancel any contract to which these terms and conditions apply or cancel delivery of goods at any time before the goods are delivered by giving written notice to the customer. Scots Ice shall not be liable for any loss or damage whatsoever arising from such cancellation.
- (b) In the event that the customer cancels delivery of goods the customer shall be liable for any and all loss incurred (whether direct or indirect) by Scots Ice as a direct result of the cancellation (including, but not limited to, any loss of profits).
- (c) A 25% cancellation/restocking fee will be charged on any goods confirmed by written order from the customer for cancellation or returning to Scots Ice's warehouse in Sydney.
- (d) A 75% cancellation fee will be charged for any special project goods or custom made goods, listed and not listed in Scots Ice Price List confirmed by written order from the customer for cancellation or returning to Scots Ice's warehouse in Sydney.
- (e) Any claim in respect of faulty or defective goods, or in respect of any incorrect supply of goods, must be made by the customer within seven (7) days of the receipt of goods.
- (f) Under no circumstances are goods to be returned without prior authorisation in writing from Scots Ice.
- (g) The customer is responsible for organising the return of goods and liable for all costs associated with their return. Any goods returned not in re-saleable condition will not be accepted and the customer will be liable for payment in full.

9. Personal Property Securities Act 2009 ("PPSA") and Retention of Title

- (a) In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- (b) Upon assenting to these terms and conditions in writing the customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all goods that have previously been supplied and that will be supplied in the future by Scots Ice to the customer.
- (c) The customer undertakes to promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Scots Ice may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 6 (a) (i) or 6 (a) (ii)
- (d) The customer undertakes to indemnify, and upon demand reimburse, Scots Ice for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any goods charged thereby;
- (e) The customer undertakes to not register a financing change statement in respect of a security interest without the prior written consent of Scots Ice;
- (f) The customer undertakes to not register, or permit to be registered, a financing statement or a financing change statement in relation to the goods in favour of a third party without the prior written consent of Scots Ice;
- (g) The customer agrees to immediately advise Scots Ice of any material change in its business practices of selling the goods which would result in a change in the nature of proceeds derived from such sales.
- (h) Scots Ice and the customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- (i) The customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- (j) The customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- (k) Unless otherwise agreed to in writing by Scots Ice, the customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- (l) The customer must unconditionally ratify any actions taken by Scots Ice under clauses 7 (c) to 7 (d).
- (m) Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- (n) The customer acknowledges that property in the goods shall not pass to the customer until the customer has paid all money due for the goods and for all other goods supplied by Scots Ice. If such goods are sold by the customer prior to payment, then the proceeds of sale of those goods shall be the property of Scots Ice. Until property passes in the goods to the customer, the customer acknowledges that it is in possession of the goods solely as bailee for Scots Ice and in that capacity shall store the goods (if any) of those of any other person in a manner which renders the goods clearly identifiable as Goods of Scots Ice.
- (o) In any event of the customer's default in the due observance or performance of these trading terms or any of them all money paid by the customer by way of deposit shall be absolutely forfeited to Scots Ice at Scots Ice's option.
- (p) Scots Ice shall be entitled to enter at all times upon the premises occupied by the customer and upon which the goods may be in order to take possession of the goods. It shall be lawful for Scots Ice in addition to and without prejudice to its other rights and remedies for the purpose of that repossession to enter into and upon those premises and for that purpose to break open or remove any outer or inner gate or fastening or other obstruction without liability for any action or trespass or other proceeding for so doing and with liberty to plead that leave and license hereby given in bar in any such action or proceeding brought or instituted.

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10. Force majeure

Scots Ice shall not be liable for non-fulfilment or late delivery should actual delivery of the goods or any parts be prevented or delayed in consequence of unforeseen events such as strikes, unforeseen breakdown, of machinery (save where caused by improper maintenance or operation by untrained personnel), suspension of electricity or other relevant power supply, riots, war, robbery, civil commotion, adverse non foreseeable weather conditions, disaster caused by fire and/or water, action of government or port authority, delay of vessel, rail-road embargoes, inability to obtain transportation facilities or due to a failure of an original equipment manufacturer to supply components by the due date.

11. Insurance

The customer assumes all risk of loss and damage to the goods upon invoice/delivery of goods by Scots Ice. Thereafter until title of the goods passes, the customer will at its expense insure the goods under a comprehensive policy of insurance in the name of both the customer and Scots Ice for the full insurable value of the goods against fire, accident, malicious damage and theft. The customer will hold the proceeds of any insurance claim made in respect of the goods in trust of Scots Ice, and immediately upon receipt will remit such proceeds to Scots Ice.

12. Limitation of liability

(a) Scots Ice accepts no liability to the customer or to any third party for any loss or damage of any kind whatsoever, including without limitation, loss of profit and consequential loss caused by any act, negligent or otherwise, or omissions by Scots Ice, its servants or its agents or any other person in any way related to or arising out of the supply or non-supply or performance or non-performance of anything or any service provided for or contemplated by or in pursuance of these terms and conditions.

(b) Scots Ice is not liable for any misprint contained in these terms and conditions and reserves the right to make changes without notice and is not liable for out-dated information.

13. Governing law

The validity and interpretation of these conditions of sale and the rights of the parties both pursuant to these conditions of sale and otherwise, shall be governed by the laws of New South Wales and the Personal Properties Security Act 2009 of the Commonwealth in Parramatta New South Wales.

14. Waiver

Failure by Scots Ice to insist upon strict performance of any term, warranty or condition of the contract shall not be deemed a waiver thereof or of any rights Scots Ice may have and no express waiver shall be deemed a waiver of any subsequent breach of any term, warranty or condition.

15. Privacy Act 1988 - Notice of Consent

(a) The customer agrees for Scots Ice to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the customer in relation to credit provided by Scots Ice.

(b) The customer agrees that Scots Ice may exchange information about the customer with those credit providers and with related body corporates for the following purposes:

(i) to assess an application by the customer; and/or

(ii) to notify other credit providers of a default by the customer; and/or

(iii) to exchange information with other credit providers as to the status of this credit account, where the customer is in default with other credit providers; and/or

(iv) to assess the creditworthiness of the customer including the customer's repayment history in the preceding two years.

(c) The customer consents to Scots Ice being given a consumer credit report to collect overdue payment on commercial credit.

(d) The customer agrees that personal credit information provided may be used and retained by Scots Ice for the following purposes (and for other agreed purposes or required by):

(i) the provision of goods; and/or

(ii) analysing, verifying and/or checking the customer's credit, payment and/or status in relation to the provision of goods; and/or

(iii) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the customer; and/or

(iv) enabling the collection of amounts outstanding in relation to the goods.

(e) Scots Ice may give information about the customer to a CRB for the following purposes:

(i) to obtain a consumer credit report;

(ii) allow the CRB to create or maintain a credit information file about the customer including credit history.

(f) The information given to the CRB may include:

(i) personal information as outlined in (a) above;

(ii) name of the credit provider and that Scots Ice is a current credit provider to the customer;

(iii) whether the credit provider is a licensee;

(iv) type of consumer credit;

(v) details concerning the customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);

(vi) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the customer no longer has any overdue accounts and Scots Ice has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);

(vii) Information that, in the opinion of Scots Ice, the customer has committed a serious credit infringement;

(viii) Advice that the amount of the customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).

(g) The customer shall have the right to request (by e-mail) from Scots Ice:

(i) a copy of the information about the customer retained by Scots Ice and the right to request that Scots Ice correct any incorrect information; and

(ii) that Scots Ice does not disclose any personal information about the customer for the purpose of direct marketing.

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(h) Scots Ice will destroy personal information upon the customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.

(i) The customer can make a privacy complaint by contacting Scots Ice via e-mail. Scots Ice will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the customer is not satisfied with the resolution provided, the customer can make a complaint to the Information Commissioner at www.oaic.gov.au.

16. Service technician warranty charges

Scots Ice will only accept charges from authorised technicians for warranty repairs under the following conditions:

(a) The invoice contains a valid Scots Ice purchase order or job card number.

(b) The invoice is not older than ninety (90) days.

Failure to meet both of the above requirements will result in non-payment

17. Water filters

(a) Water filters supplied by Scots Ice with the purchase of goods are strictly for the purposes of removing dirt and chlorine and are not to be relied upon for the removal of heavy metals or any other element that could pose damage to the goods through long term exposure. It is therefore the responsibility of the customer to provide a suitable water filter for the goods for the filtration of these damaging elements.

(b) The water filters and any spare parts associated with the water filters provided by Scots Ice are not covered by any warranty or any damages caused to the goods by misuse or user error, see paragraph 17(a).

(c) Cleaning and maintenance of water filters should be carried out a minimum of every three (3) months. This includes changing the filter cartridge. Failure to do so will void warranty of any goods damaged or affected by this.

(d) Some areas in Australia are subject to poor water quality. It is the customer's responsibility to ensure that water treatment/filtration meets requirements to avoid any calcification or scale build up. Failure to do so will void all manufacturers' warranty.

18. Sub-contractors

Scots Ice may at its discretion use or recommend sub-contractors to install, commission, repair and service the goods. Scots Ice takes care to ensure that these sub-contractors are competent, trained and independently insured. Should the customer need to make any claim in regards to damage, loss, the performance or conduct of such a sub-contractor then the customer agrees to make such claim direct to the sub-contractor in the first instance and shall only involve Scots Ice in such a claim if the customer is unable to resolve the issue with the sub-contractor.

19. Installation, Commission and Service Calls

(a) Where Scots Ice is to install, start-up, commission or provide a service to the goods, the customer will provide suitable access to and possession of the premises where the goods are to be installed, started up, commissioned and serviced.

(b) The customer will bear all costs of:

(i) any work to be carried out by third parties including, without limitation, builders, masons, joiners, plumbers, electricians, air conditioning and refrigeration technicians and gas electrical technicians.

(ii) any alterations to existing equipment or premises.

(iii) all fuels, services and other facilities required for the installation, starting up, commissioning and servicing of the goods.

(c) Scots Ice reserves the right to ask for a written purchase order or a credit card for payment up front before providing or referring services of a sub-contractor to install, start-up, commission or provide a service to the goods.

20. Warranty

(a) To be eligible for the warranty the customer has to notify in writing to Scots within thirty (30) days of invoice or installation with the following information: Location of installation (Name of premises and address), Model of the product, Serial Number, Date of purchase Supplier and Invoice Number and Date of installation.

(b) Except for any express warranty given by it, Scots Ice excludes all conditions, warranties and terms implied by statute, general law or custom, except any implied condition or warranty the exclusion of which would contravene and statute or cause this clause to be void ("Non-excludable Condition").

(c) Scots Ice accepts no liability for any loss or damage direct or indirect of or to any person or property arising from the installation or operation of goods including consequential loss or damage arising from any circumstances whatsoever, except under a Non-excludable Condition.

(d) Subject to Clause 20(c) and 20(g) Scots Ice undertakes to repair, replace or supply (at Scots Ice's option) all goods and components thereof supplied by it which Scots Ice in its sole and absolute discretion deems to be defective in materials or workmanship under proper, normal and recommended conditions of use and maintenance. Travel time is not considered part of warranty and is chargeable. For warranty of goods in remote locations they will need to be taken to the nearest Scots Ice approved warranty technician at the customer's expense and Scots Ice takes no responsibility for damages or loss during the period of transporting the machines.

(e) This undertaking unless otherwise confirmed in writing by Scots Ice covers:

(i) Provision of labour and parts for 12 months for the following products: Baron Commercial Cooking Equipment; Polaris Blast Chiller/Freezers; Moduline Banquet Carts and Regeneration Ovens; Firex Cooking Equipment; Lotus Fryers and Aristarco Dishwashers.

(ii) Provision of labour for 24 months and parts for 36 months for the following products: - Scotsman Ice Makers (cubers).

(iii) Provision of labour for 12 months and parts for 24 months for the following products: - Scotsman Ice Flakers, nugget machines, dispensers and dispenser bins.

(iv) Provision of labour and parts for 3 months for the following products: Storage bins.

(f) The labour and parts warranty term is effective from the date of invoice or installation of the goods, whichever of these shall occur first, unless otherwise agreed in writing by Scots Ice. If the goods are not installed in accordance with the manufacturer's written instructions, Scots Ice may at its sole discretion render the warranty partially or wholly invalid.

(g) Defective replacement spare parts will be repaired or re-supplied for a period of three (3) months from date of invoice or delivery of the goods, whichever shall occur first. This undertaking applies only to state capitals and major provincial towns. Remote areas are not covered by this commitment and special enquires should be made.

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(h) Scots Ice's undertaking in paragraph 20(d) does not extend to goods and components thereof manufactured either entirely or substantially of glass or similar substances, light globes, oven glass doors, infrared or quartz tubes and electrical controls or elements, neither is it extended to include consumable items such as door seals, switches, cleaning materials and accessory tools.

(i) Scots Ice's undertaking in paragraph 20(d) does not extend to include the repair of damage nor to adjustments to equipment as a result of external influences including, but not limited to, lightning strikes, power surges damaging PC Boards, fuses, circuit breakers, incorrect wiring connections or any matters related to wiring not meeting AS-3000 requirements, water supply disturbances, drainage faults, cleaning of condenser, replacement of water filter cartridges, periodical maintenance and alterations without consent in writing from Scots Ice.

(j) Training of operators is normally conducted during commissioning of the equipment. Re-training of existing operators and training of newly assigned operators after commissioning is not classified as warranty and may only be carried out on a chargeable basis. Commissioning and training at remote locations or country sites that are not considered part of the metro area shall only be carried out on a chargeable basis.

(k) The liability of Scots Ice under this warranty is limited to the repair or replacement of defective goods or components. All other costs including, without limitation, cartage, carriage, and installation shall be borne by the customer.

(l) The customer agrees to provide Scots Ice with a written purchase order or a credit card for pre-payment up front when requesting services under this warranty and agrees that Scots Ice may charge the customer for any work done by an authorised warranty technician or sub-contractor that specifically falls outside of these terms and conditions of warranty.

(m) Goods or components which fail as a result of operator error, misuse, abuse and inappropriate operation will not be repaired or replaced under warranty and the customer will bear responsibility for all costs.

(n) While the goods are in custody of Scots Ice for investigation or repair, they shall be at the risk of the customer and no liability shall attach to Scots Ice, its servants or agents for any damage occasioned to, or loss of, the goods howsoever arising.

(o) To obtain the benefit of this warranty, the customer must give notice to Scots Ice immediately upon it becoming aware of the alleged defect and in any event before the expiration of the said warranty periods as per paragraph 19 (e).

(p) Warranty repairs are carried out during Scots Ice's normal business hours (usually 07.30 hrs to 16.00 hrs) Monday to Friday excluding designated Public Holidays. Repairs may be available at times other than normal warranty hours but will not be treated as warranty and will be subject to call-out fees and hourly charges, including penalty rates where applicable. **Traveling time is not part of warranty and will be charged based on the distance from the technician to the repair site.**

20. Acceptance

Acceptance by the customer of these terms and conditions, as amended by Scots Ice from time to time, may be by any one of the following ways:

(a) by signing and returning a copy of these Terms & Conditions.

(b) by performing an act that is done with the intention of adopting or accepting these conditions, including but not limited to continuing to order goods or services.

(c) by oral acceptance.

Failure to accept these Terms and Conditions within seven (7) days of receipt by the customer of these Terms and Conditions may result in the immediate withdrawal of Scots Ice's offer to supply goods or services.

IN NO EVENT SHALL SCOTS ICE AUSTRALIA FOODSERVICE EQUIPMENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, OR FOR ANY DAMAGES RESULTING IN WHOLE OR IN PART FROM MISUSE OR INADEQUATE MAINTENANCE OF THE PRODUCT OR ANY PART THEREOF. SCOTS ICE AUSTRALIA FOODSERVICE EQUIPMENT – TERMS AND CONDITIONS OF SALE

Customer Warranty and Representations

The customer or its appointed representative, and/or Signee/s hereby represents and warrants to Scots Ice the following:

(a) the customer or its appointed representative, and/or Signee/s are duly authorised to enter into this Agreement and is/are empowered to do so;

(b) the signing of this agreement constitutes acceptance of the terms of this Agreement in full by the customer and is a valid and binding agreement between Scots Ice and customer enforceable in accordance with its respective terms.

Notice to Customer

If the above or below Terms and Conditions of Trade and provisions taken together shall be judged to go beyond what is reasonable in all circumstances for the protection of Scots Ice by the customer or its appointed representative, and/or Signee/s, but would be judged reasonable by the customer or its appointed representative, and/or Signee/s if Sections of, Clauses and/or sub-clauses were to be deleted, "crossed out" or otherwise to indicate non-acceptance by the customer or its appointed representative, and/or Signee/s, these "deleted" Terms and Conditions of Trade and all parts thereof shall apply regardless in any event.

SIGNED BY OR ON BEHALF OF THE CUSTOMER

I/We hereby acknowledge, affirm and agree that before signing this Agreement I/We have carefully read and completely understand the Terms and Conditions of Trade as set out herein, and I/We accept all of the Terms and Conditions of Trade outlined herein. I/We fully understand and comprehend the purpose of the obligations between Scots Ice and customer, or customer and Scots Ice (as the case may be, subject only to its terms).

SIGNEE

Signature of customer (or authorised representative): _____ Date: _____

Full Name: _____ Position: _____

WITNESS Signed in the presence of:

Signature of witness: _____ Date: _____

Full Name: _____ Position: _____