

Pepperl+Fuchs (Aust) Pty Ltd

Certain legislation in Australia may provide consumer guarantees or impose obligations on Pepperl+Fuchs which cannot be excluded, restricted or modified, or only to a limited extent. These Terms and Conditions are subject to such legislation, including without limitation the Australian Consumer Law.

- [Standard Terms & Conditions of Sale \(Component Products\)](#)
- [Commercial Terms & Conditions – EPE or Engineered Solution](#)
- [Webshop Terms and Conditions](#)

Pepperl+Fuchs (Aust) Pty Ltd

131-149 Link Drive • Campbellfield • Victoria 3061 • Australia • Tel: +61 3 9358 3400 • Fax: +61 3 9358 3499 • www.pepperl-fuchs.com • sales@au.pepperl-fuchs.com
HSBC Bank Australia Limited • 271 Collins St. Melbourne • VIC 3000

AUD Payments: BSB No. 343-001 A/C No. 3655-760-01 • Swift Code: HKBAAU2S • **USD Payments:** A/C No. 3655-761-59 • Swift Code: HKBAAU2S

ABN: 99 009 059 287 • ACN: 009 059 287

Standard Terms & Conditions of Sale (Component Products)

1. General

- 1.1. The following Conditions are incorporated into all quotations and orders for goods, Terms of Credit, tax invoices and warranties. Certain terms and Conditions may vary but only if otherwise stated in writing within a quotation.
- 1.2. The Goods are supplied subject to these Conditions, which, together with any written order accepted by Pepperl+Fuchs and applicable Terms of Credit, constitute the entire agreement between Pepperl+Fuchs and the Purchaser. By placing an order for Goods with Pepperl+Fuchs, the Purchaser is deemed to have accepted and agreed to be bound by these Conditions.
- 1.3. No terms and conditions provided by the Purchaser will have any effect in respect of the supply of Goods by Pepperl+Fuchs to the Purchaser.
- 1.4. If more than one person is the Purchaser those persons contract jointly and severally for themselves and each other.

2. Governing Law

- 2.1. This Agreement is governed by and construed in accordance with the laws of Victoria, Australia and the parties submit to the jurisdiction of the courts of Victoria.
- 2.2. If any provision of these Conditions is invalid under any Law, that provision is enforceable to the extent that it is not invalid, and if it is not possible to give that provision any effect at all, then it is to be severed from these Conditions and the remainder of these Conditions will continue to have full force and effect.

3. Prices

- 3.1. In consideration of the supply of the Goods, the Purchaser will pay Pepperl+Fuchs the Price.
Prices are:
 - a) exclusive of GST and any other applicable taxes and government charges; and
 - b) exclusive of delivery and packing costs, unless otherwise expressly specified in writing.
 - c) In AUD unless otherwise stated.
- 3.2. There is no right of set-off in respect of any claims against Pepperl+Fuchs.

4. Payment

- 4.1. Purchasers who are not Credit Account Purchasers must pay the Price prior to delivery of the Goods.
- 4.2. Unless otherwise agreed in writing, Credit Account Purchasers must pay the Price within 30 days from the end of the month in which the invoice was raised.

5. Risk

- 5.1. Subject to clause 5.2, risk of loss or damage to the Goods passes to the Purchaser upon the Goods leaving Pepperl+Fuchs' Premises.
- 5.2. Where delivery is delayed as a consequence of the Purchaser's actions, risk shall pass 14 days after the Purchaser has been notified the Goods are available for delivery, whether or not delivery has occurred.

6. Title of Goods

- 6.1. Ownership of, and title to, the Goods remains with Pepperl+Fuchs until the Purchaser has paid the Price to Pepperl+Fuchs in full.
- 6.2. Until ownership of, and title to, the Goods passes to the Purchaser the Purchaser:
 - a) will not, without Pepperl+Fuchs' consent, purport or attempt to sell or dispose of the Goods except in the ordinary course of its business;
 - b) will not make any alterations to the Goods or do or allow anything to happen to the Goods that might contribute to the deterioration in their value or otherwise adversely affect the interests of Pepperl+Fuchs;
 - c) will not charge, encumber or create a Security Interest in the Goods;
 - d) will keep proper stock records and records of account with respect to the purchase, receipt, sale of, and other dealings with the Goods.
- 6.3. If the Purchaser supplies the Goods to any person before ownership of and title to the Goods passes to it, whether or not with Pepperl+Fuchs' consent, the Purchaser holds the proceeds of the resupply of the Goods on trust for Pepperl+Fuchs and will pay the proceeds of sale to Pepperl+Fuchs upon receipt.
- 6.4. If the Purchaser breaches clauses 6.2 or 6.3, Pepperl+Fuchs may enter upon the Purchaser's Premises, or any other site, to repossess the Goods without incurring liability to the Purchaser or any other person, and the Purchaser grants Pepperl+Fuchs an irrevocable license to do so and also indemnifies Pepperl+Fuchs Seller from and against all costs, claims, demands or actions by any person arising from such action.

7. Personal Property Securities Act 2009 (CTH)

- 7.1. The Purchaser acknowledges and agrees that:
 - a) this Agreement constitutes a Security Agreement for the purposes of the PPSA which creates a Security Interest in favour of Pepperl+Fuchs in all present and future Goods and their proceeds supplied by Pepperl+Fuchs to the Purchaser (or for the Purchaser's account) until the Price has been paid in full;
 - b) Pepperl+Fuchs may, without notice to Pepperl+Fuchs, register its Security Interest in any Goods and in their proceeds as a Purchase Money Security Interest on the Register; and

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- c) the Purchaser will do all things necessary to facilitate registration of Pepperl+Fuchs' Security Interest on the Register.
- 7.2. The Purchaser waives the right to receive any notices and statements under the PPSA (including notice of Verifications Statement) unless the notice is required by the PPSA and that requirement cannot be excluded.
- 7.3. The parties contract out of sections 96, 125, 142 and 143 of the PPSA.

8. Delivery

- 8.1. Where the Supplier arranges delivery of the Goods, it does so as agent only of the Purchaser and the Purchaser will indemnify the Supplier against any loss or damage incurred or suffered by the Purchaser, the Supplier or any other person in connection with the delivery of the Goods.
- 8.2. The Supplier will use reasonable endeavours to meet agreed delivery dates and times, but (to the extent permitted by Law) will not be liable to the Purchaser for any loss or damage incurred by the Purchaser in connection with any failure or delay in delivery.
- 8.3. The Purchaser will notify Pepperl+Fuchs of any Goods purported to be supplied but not supplied in any delivery of the Goods within 24 hours of delivery, failing which the delivery will be deemed to be correct.

9. Default in Payment

- 9.1. Without limiting clause 14.3, if the Purchaser is in default in payment, Pepperl+Fuchs may do any or all of the following:
- a) charge interest on overdue amounts at the rate provided for by section 2 of the Penalty Interests Rate Act 1983 (Vic), plus 2% compounded daily from the date of due payment until the date of full payment of the overdue amount, plus interest;
 - b) refuse to fill any outstanding order for Goods; and
 - c) place a Credit Account Purchaser on stop credit or otherwise vary the credit terms provided to the Credit Account Purchaser.
- 9.2. The Purchaser will pay to Pepperl+Fuchs upon demand all costs and expenses incurred by Pepperl+Fuchs as a result of the delay in payment.

10. Storage

Where the Goods are stored at the Purchaser's request by Pepperl+Fuchs for a period of 14 days in excess of a delivery date agreed upon in writing, Pepperl+Fuchs may charge the Purchaser storage charges at standard commercial storage rates.

11. Goods Returned for Credit

- 11.1. Goods returned to Pepperl+Fuchs for credit will be returned at the Purchaser's expense, in good order and condition, unused and in the original packaging, accompanied by a dispatch note stating the original invoice number, date of supply and reason for return.
- 11.2. Pepperl+Fuchs may refuse to accept Goods returned for credit because they have been incorrectly ordered, or are no longer required. If Pepperl+Fuchs accepts Goods in such circumstances, it may impose a restock fee or handling charge, whichever is the greater.
- 11.3. Goods made to order, Indent goods or specially procured goods will not be accepted for return.

12. Warranties

- 12.1. A 12 month warranty from the date of invoice applies to Goods manufactured by Pepperl+Fuchs against defects arising from faulty materials or workmanship, which warranty is limited to making to Pepperl+Fuchs repairing or replacing the Goods at its option.
- 12.2. The warranty does not apply to Goods which have been subject to misuse, negligence or accident, or that have been modified, repaired, improperly installed or disassembled.
- 12.3. The delivery costs associated with returning any Goods repaired or replaced during the warranty period shall be for the Purchaser's account.
- 12.4. Where the Goods have not been manufactured by Pepperl+Fuchs, the manufacturer's warranty is accepted by the Purchaser as the sole warranty applicable to the Goods.
- 12.5. To the extent permitted by Law, all other guarantees, warranties, undertakings, or representations, whether arising by statute or otherwise, which are not given in these Conditions or any warranty document supplied with the Goods are expressly excluded.

13. Service/Repair

- 13.1. Where the Purchaser requests Goods no longer covered under warranty be serviced or repaired the Purchaser will make the request in writing to Pepperl+Fuchs, who may, in its sole discretion determine whether to service or repair the Goods.
- 13.2. Where Pepperl+Fuchs agrees to undertake the service or repair, the Purchaser will be given notice of the repair charges prior to the repair being undertaken, which charges will include, but not be limited to, freight and administration charges.
- 13.3. Where the Purchaser has made a request pursuant to clause 13.1 and subsequently elects not to proceed with the repair of Goods, the Purchaser will reimburse Pepperl+Fuchs all of its costs arising out of the request.

14. Cancellation and Termination

- 14.1. If the Purchaser cancels an order prior to delivery of the Goods the Purchaser will pay Pepperl+Fuchs upon demand all reasonable out of pocket expenses Pepperl+Fuchs incurs as a consequence of the cancellation.
- 14.2. If Pepperl+Fuchs has reason to believe that it will be unable to supply the Goods to the Purchaser within a reasonable time or at all due to circumstances beyond its reasonable control, Pepperl+Fuchs may, without penalty, cancel the order and refund the Purchaser any amount of the Price already paid in respect of that order.
- 14.3. If the Purchaser commits an Act of Default which is not remedied within 7 days of Pepperl+Fuchs giving written notice of the Act of Default, Pepperl+Fuchs may terminate this Agreement or place the Purchaser on stop supply until the Purchaser has remedied the Act of Default.
- 14.4. If Pepperl+Fuchs terminates this Agreement pursuant to clause 14.3 all amounts payable by the Purchaser to Pepperl+Fuchs will

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immediately become due and payable.

- 14.5. If Pepperl+Fuchs commits an Act of Default which is not remedied within 7 days of the Purchaser giving written notice of the Act of Default, the Purchaser may terminate this Agreement and obtain a refund of any amount of the Price already paid for the Goods not supplied, less any other amounts due to Pepperl+Fuchs under this Agreement.

15. Exclusions and Indemnity

- 15.1. To the extent permitted by Law, Pepperl+Fuchs will not be liable in any circumstances for, and the Purchaser will indemnify Pepperl+Fuchs against, any:
- Loss to any property or person whatsoever resulting from the provision, delivery, installation or operation of the Goods; and
 - Loss arising from delay in delivery.
- 15.2. Under no circumstances will Pepperl+Fuchs be liable for any Consequential Loss incurred by Pepperl+Fuchs or any other person.

16. Force Majeure

- 16.1. Neither party will be liable for any delay or failure in the performance of any obligation or the exercise of any right under this Agreement or for any resulting Loss if it is caused in whole or in part by any circumstances beyond the reasonable control of the parties.
- 16.2. Nothing in this clause will excuse payment of any money due under this Agreement.

17. Intellectual Property

- 17.1. All Intellectual Property of Pepperl+Fuchs, including any developed during the supply of the Goods, is the sole property of Pepperl+Fuchs.
- 17.2. Pepperl+Fuchs' trademarks will not be used by the Purchaser without the prior written consent of Pepperl+Fuchs.

18. Confidentiality

All information supplied by a party to the other party will be treated as confidential except to the extent that it becomes public knowledge, and will not be disclosed to a third party without the prior written consent of the party who originally supplied the information, or as required by Law.

19. Dispute Resolution

- 19.1. Where a dispute arises in connection with this Agreement, prior to instituting legal proceedings, the parties must attempt to resolve the dispute by mediation.
- 19.2. In the absence of agreement as to the appointment of a mediator, either party may apply to the Law Institute of Victoria for a mediator to be appointed by the President of the Law Institute of Victoria (or their delegate).

20. Variations

- 21.1. These Conditions may be amended from time to time by Pepperl+Fuchs, in which case, Pepperl+Fuchs will give written notice to the Purchaser of the amendment.
- 21.2. The Purchaser may, without penalty, cancel any current orders if it does not accept any amendment made pursuant to clause 20.1, in which case, Pepperl+Fuchs will refund the Purchaser any amount of the Price already paid in respect of those orders.
- 21.3. If the Purchaser does not cancel its current orders within 7 days of notification of amendment under clause 20.1, the Purchaser will be deemed to have accepted the amended Conditions, which will apply to all current and future orders.

21. Privacy Policy and use of Information

Pepperl+Fuchs complies with the Privacy Act 1988 (Cth) as amended and is bound by the National Privacy Principles dealing with the collection, use and storage of personal information about individuals.

22. Waiver

A single or partial exercise or waiver of a right relating to these Conditions will not prevent any other exercise of that right or another right.

23. Interpretation

Unless otherwise inconsistent with the context:

- 23.1. **Act of Default** occurs if either party:
- Commits a material breach of these Conditions,
 - commits an act of bankruptcy, enters into any composition or arrangement with its creditors or does anything which would make it liable to be put into liquidation,
 - is subject to a resolution or an application for liquidation,
 - has a receiver, other form of insolvency administrator or statutory or official manager appointed over any of its assets; or
 - Anything analogous to or having similar effect to any of the other events above arises.
- 23.2. **Agreement** means the agreement between Pepperl+Fuchs and Purchaser for the ongoing supply of the Goods as constituted by these Conditions and any applicable terms of credit;

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- 23.3. **Conditions** means Pepperl+Fuchs' conditions of trade as set out in this document;
- 23.4. **Consequential Loss** means loss of revenue, profits, anticipated savings or business opportunity and any form of consequential, special, indirect, punitive or exemplary loss or damages;
- 23.5. **Credit Account Purchaser** means a Purchaser who has been approved by Pepperl+Fuchs to purchase Goods on credit;
- 23.6. **Goods** means any Goods the subject of an order supplied, or to be supplied, by Pepperl+Fuchs to the Purchaser;
- 23.7. **GST** has the meaning prescribed to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended);
- 23.8. **Intellectual Property** means all rights resulting from intellectual activity and includes copyright, inventions, patent rights, registered and unregistered trademarks, design rights, circuit layouts and all rights and interests of a like nature, including, but not limited to, methods and techniques, together with any documentation relating to such rights and interests;
- 23.9. **Law** means any relevant federal, state or local statute, ordinance, rule or regulation;
- 23.10. **Loss** means any liability, including any loss, claim, damage, demand, injury or death, and any penalty imposed by a statutory or other authority; statutory or other authority;
- 23.11. **Order** means any request by the Purchaser for the supply of Goods as set out in a Sales order or as placed by the Purchaser in accordance with any other order process imposed or accepted by Pepperl+Fuchs as advised to the Purchaser from time to time;
- 23.12. **Pepperl+Fuchs' Premises** means any site owned, possessed or used by Pepperl+Fuchs;
- 23.13. **Person** includes a corporation;
- 23.14. **PPSA** means the Personal Property Securities Act 2009 (Cth);
- 23.15. **Price** means the price specified by Pepperl+Fuchs for the Goods, and is in Australian dollars unless otherwise expressly specified in writing;
- 23.16. **Purchase Money Security Interest, Security Agreement, Security Interest and Verification Statement** have the meanings prescribed to them in the PPSA;
- 23.17. **Purchaser** means the person acquiring the Goods from Pepperl+Fuchs;
- 23.18. **Purchaser's Premises** means any site owned, possessed or used by the Purchaser;
- 23.19. **Register** means the Personal Properties Securities Register as established under the PPSA; and
- 23.20. **Terms of Credit** means any terms upon which Pepperl+Fuchs has agreed to provide credit to the Purchaser.

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Standard Terms & Conditions of Sale – Engineered Solutions

1. **Prices are generally quoted in AUSTRALIAN DOLLAR currency, unless otherwise expressly specified.** Where Prices are quoted in any other currency, the Prices are based on prevailing rate of exchange for AUD on the date of quotation. This is the contractual rate of exchange. If, at the date of actual payment, the selling rate differs from the contractual rate of exchange by 5 percent, P+F reserves the right to adjust the Foreign Currency to realise the same amount of (AUD) as reported on OANDA, www.oanda.com, as interbank +/-0% .
2. **Delivery and Prices are based on Ex-Works, Campbellfield. (unless otherwise expressly specified)**
Other Charges like Sea Worthy Packing & Documentation are quoted separately.
3. **Prices** are exclusive of all Taxes, Custom Duties & Freight to site unless quoted separately.
4. **Payment Terms: (unless otherwise expressly specified)**
 - a. 30% advance with PO or Letter Of Intent whichever is earlier
 - b. Balance 70% payment before delivery
 - c. All orders below value USD \$ 10,000 will attract bank charges of USD \$ 50.
 - d. All orders covered by LC will attract charges of 0.75% of value of order but within range of AUD \$300 minimum and AUD \$750 maximum.
5. **Warranty:** In addition to any rights the Buyer may have under Australian Consumer Law, Pepperl+Fuchs Standard Warranty is 12 months from the date of invoice or date of delivery whichever is earlier. The Warranty is provided against faults in materials and workmanship. Any faults arising from incorrect installation or operation at site are not covered by the warranty.
6. **Scope of work:** Pepperl+Fuchs scope is limited to the supply of materials as quoted. Shipment clearance, delivery, installation / erection, commissioning and testing is not included in the scope of works unless quoted separately.
7. **Factory Witness Inspection:** Any factory inspection/testing by the purchaser or their nominated agent, is not included in Pepperl+Fuchs scope of works and any costs associated with this activity such as, but not limited to, travel, accommodation, meals and transport will be borne by the buyer. Should the factory inspection/testing be required Pepperl+Fuchs reserve the right to charge fees accordingly.
8. **Validity of Quote:** Pepperl+Fuchs quote is valid for 30 days, unless revoked earlier and subject to reconfirmation during the order process. Pepperl+Fuchs may revoke and/or revise a quote from time to time by giving notice of the revocation and/or amendment before an order is placed.
9. The prices offered are project prices based on the total package as offered. Pepperl+Fuchs reserve the right to vary the price should a change in the total package quantities or specifications be required.
10. **Material Price Adjustment:** The prices for the Stainless Steel components, namely but not limited to, housings and mechanical accessories are subject to the material cost factor of Stainless Steel (flat sheet metal). Should the pricing fluctuate by more than +/- 10% against the measuring AAF (Alloy Adjustment Factor) taken from <http://www.outokumpu.com/> for flat products of stainless steel, Pepperl+Fuchs reserve the right to re-quote based on the prevailing market price.
11. **Packing:** Pepperl+Fuchs standard packing is corrugated carton type unless quoted separately.
12. **Shipping:** Shipping is not included unless quoted separately.
13. **Claim for Shortages:** Each shipment should be inspected by the Buyer immediately upon receipt. All claims for loss or shortages are required to be made in writing within 10 days of receipt of shipment.
14. **Cancellation Charges :** No Order may be cancelled except with Pepperl+Fuchs' consent in writing and on terms which include the Buyer indemnifying Pepperl+Fuchs against all costs, expenses, losses and/or damages arising out of or in connection with the order cancellation.
15. **Reschedule Delivery Notice:** Any change of delivery schedule by the Buyer should be notified in writing to Pepperl+Fuchs, ten (10) days in advance.
16. **Storage charges:** Any delay in providing release notification / material pick up for more than ten (10) working days, an initial storage charge of 0.5% of the order value will be charged. Subsequent storage charge will be applied by Pepperl+Fuchs for any additional storage period.
17. **Training:** Training will be quoted separately.
18. **Shutdown Periods:** Pepperl+Fuchs' factory may be closed from time to time such as, but not limited to the Christmas and New Year periods. The quoted delivery schedule does not include this shutdown period.
19. **Other Terms & Conditions:** As per Pepperl+Fuchs Standard Terms & Conditions of Sale, the acceptance of the deliveries and services by the Buyer or the placement of an order by the Buyer will be deemed acceptance of Pepperl+Fuchs Standard Terms & Conditions of sale including the specific terms & conditions within any Pepperl+Fuchs Quote. The Standard Terms & Conditions of Sale and specific Terms & Conditions of Quote shall override any of the Buyer's conflicting Terms & Conditions that would otherwise apply.

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Webshop Terms and Conditions

By accessing, visiting, browsing, using or interacting or attempting to interact with any part of this Site, the Purchaser agrees that they have read and understood, and agrees to be bound by these Terms and Conditions.

1. Definitions: Webshop Only

In these Terms and Conditions, capitalised terms have the following definitions:

Australian Consumer Law means the Competition and Consumer Act 2010 (Cth);

Content is as defined in section 13.1;

GST has the meaning given to that term in the GST law;

GST law has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Identification is as defined in section 2.3;

Intellectual Property Rights means any intellectual or industrial property, including without limitation, any patent, trade mark, copyright, registered design, trade secret or confidential information or any licence or other right to use or to grant the use of any of the foregoing or to be the registered proprietor or user of any of the foregoing (whether registered or unregistered);

Order means any order placed by the Purchaser with P+F for any of the Products through the use of this Site;

Original User means that person, firm, or corporation which first purchases and uses the Product on a continuous basis in connection with the operation of a production line, piece of machinery, equipment, or similar device;

PPSA means the Personal Property Securities Act 2009 (Cth) and the terms "attaches", "collateral", "proceeds" "purchase money security interest" and "security interest" have the meanings given to them in the PPSA, and "perfection" and "perfecting" have a meaning corresponding with the definition of "perfected" in the PPSA;

Products means products published by P+F on this Site and Product means any one of them;

Site means P+F website at www.pepperl-fuchs.com.au;

Terms and Conditions means these terms and conditions and P+F privacy policy from time to time;

P+F means Pepperl+Fuchs (Aust) Pty Ltd (ACN 009 059 28) and any 'associated entities' as defined by section 50AAA of the Corporations Act 2001 (Cth) (as the context requires); and

the Purchaser means any person, business, company, firm or organisation who accesses the Site.

2. Access to the Site

2.1 Subject to these Terms and Conditions, We grant the Purchaser a non-exclusive, non-transferable, non-sub licensable limited licence to access and use the Site.

2.2 [Registration for an account is not required to use the Site or purchase our Products.]

2.3 If the Purchaser registers for an account, the Purchaser agrees that they are solely responsible for keeping their username and password to the account confidential (Identification). The Purchaser should contact P+F immediately at [\[sales@au.pepperl-fuchs.com\]](mailto:sales@au.pepperl-fuchs.com) if the Purchaser believes that their Identification has been lost or stolen, or that someone may have or will attempt to use their Identification without the Purchaser's consent.

2.4 The Purchaser agrees that they and their authorised representatives will be the only users of their Identification, and that they will be solely responsible for all activities on the Site using their Identification.

2.5 P+F will be entitled to monitor the Purchaser's Identification and, at P+F discretion, require the Purchaser to change it.

2.6 P+F reserve all rights to suspend, prohibit access to or terminate the purchaser's account or usage of the Site.

3. Code of conduct

The Purchaser agrees to abide by the following codes of conduct when using this Site:

(a) the Purchaser agrees to use this Site only for lawful and its intended purposes;

(b) P+F reserve the right to prohibit any conduct involving this Site that P+F deem to be inappropriate;

(c) the Purchaser agree not to disrupt this Site;

(d) the Purchaser agrees not to interfere with or compromise the security of this Site;

(e) the Purchaser agrees not to disrupt or interfere with any other visitor's use of this Site;

(f) the Purchaser agrees that you are solely responsible for any actions you undertake while visiting this Site and that the Purchaser will comply with all applicable local, state, federal and international laws, rules and regulations applicable to this Site and the Internet; and

(g) the Purchaser represents and warrants that all information that the Purchaser provides to P+F via this Site is accurate and truthful.

4. Order

4.1 Nothing contained on this Site shall constitute an offer by P+F to sell Products to the Purchaser. No agreement to sell Products to the Purchaser shall be formed by means of the use of this Site until the Purchaser places an Order, and it is then accepted by P+F. Upon placing an Order, the Purchaser agrees that these Terms and Conditions shall apply regarding the purchase and sale of the Products.

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- 4.2 P+F reserve the right to refuse or cancel any Order at any time without prior notice and without liability or obligation to the Purchaser. Some situations that may result in the cancellation of an Order may include, but are not limited to, limitations on quantities available for Products ordered, inaccuracies, errors in Product or pricing information, or problems that are identified by P+F. Similarly, in some cases, P+F must contact the Purchaser to obtain and verify additional information before accepting an Order.
- 4.3 P+F may accept a request from the Purchaser to cancel the Purchaser's Order prior to shipping at P+F sole discretion. If P+F do accept such a request, P+F require that you pay a cancellation fee at an amount to be determined by P+F.
- 4.4 An Order for customised Products cannot be cancelled.
- 4.5 The Purchaser acknowledges that once an Order has been placed, P+F are under no obligation to accept any variation to that Order requested by the Purchaser. If P+F do accept a variation to an Order, the Purchaser acknowledges and agrees that P+F may vary the delivery date for the Products and the price as a result of that variation.

5. Price and Product availability

- 5.1 All prices of Products on the Site are displayed in Australian dollars unless otherwise specified.
- 5.2 All prices of Products on the Site exclude GST and any other applicable taxes (unless otherwise specified), which P+F will add at the rate applicable at the date the Purchaser's Order is accepted by P+F. If GST applies to any supply the Customer must pay an additional amount equal to the amount of GST.
- 5.3 Price to be paid for the Products shall be the price of the Products on the day of shipping, which may vary from the price on the day of Order.
- 5.4 Prices and availability of Products are subject to change without notice.

6. Delivery

- 6.1 P+F will issue you with an invoice for the Order once an Order has shipped.
- 6.2 Unless stated to the contrary in the invoice, delivery costs will be paid in addition to the price paid for the Products.
- 6.3 Risk of loss of the Products pass to the Purchaser the moment the Products are delivered by P+F to the third-party delivery service provider and the Purchaser will assume any and all liabilities, expenses, and obligations regarding transportation, insurance, or any damage or loss to the Products in transit.
- 6.4 If delivery dates for an Order are set out on an Order acknowledgment or given to the Purchaser in any other manner, the Purchaser acknowledges that the dates are approximate. P+F will not be liable for failure to make delivery or delay in making delivery for any reason whatsoever.
- 6.5 In the event of a delay, P+F have the right to apportion available Products among P+F customers, including the Purchaser, in any manner that P+F decides to be fair and reasonable, and any delivery date will be postponed for a period of time equal to the delay. If Products are held at P+F premises at the Purchaser's request, invoices will be rendered for all completed Products as though actually shipped, and the Purchaser will also pay P+F for all extra expenses incurred. If shipping cost is prepaid, it will be added to the invoice.

7. Quantity shipped

Without limiting the generality of section 6.5, although P+F anticipate supplying the exact quantity ordered, P+F reserve the right to ship, and the Purchaser shall accept and pay for, up to [five percent (5%) more] or five percent (5%) less than the quantity specified in the Order and consider the Order complete. In the event of any such over-shipment or under-shipment, an appropriate adjustment in the total quantity charge will be made.

8. Payment

- 8.1 If P+F have not granted credit to the Purchaser, payment terms are cash with upon P+F acceptance of the Order.
- 8.2 If any sum is not paid on the due date for payment then, without prejudice to any other right or remedy:
 - (a) all sums then outstanding from the Purchaser will immediately become due and payable notwithstanding that such sums would not otherwise be due until a later date,
 - (b) the Purchaser will be liable to pay all expenses and legal costs incurred by P+F in relation to obtaining or seeking to obtain an appropriate remedy; and
 - (c) P+F may charge the Purchaser interest from the due date until payment is made in full (both before and after any judgement) on the amount unpaid at a rate which is 2 per cent per annum above the Reserve Bank of Australia's published official interest rate as set at 31 December for the period 1 January to 30 June inclusive in the following year and as set at 30 June for the period 1 July to 31 December inclusive, compounded monthly.

9. Title to Products

- 9.1 Title to the Products are not passed to the Purchaser until payment for the Products (together with any other money owing by the Purchaser to P+F) have been made in full and received by P+F.
- 9.2 Until payment is made in accordance with section 9.1, any Product in the Purchaser's possession will be held as bailee and the Purchaser shall not grant any security interest as defined by PPSA or any other form of encumbrance over the Products.
- 9.3 Until the Products are paid for in full, the Purchaser:
 - (a) must protect and insure the Products;
 - (b) must separately store the Products and clearly mark the Products as being P+F property; and

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- (c) may sell the Products in the ordinary course of business, but only in the capacity as P+F fiduciary agent. All proceeds received directly or indirectly from any dealing with the Products are held by the Purchaser on trust for P+F until the Purchaser's liability to P+F is fully discharged.
- 9.4 the Purchaser irrevocably authorises and licenses P+F to enter any premises owned or occupied by the Purchaser, or any other place where the Products are stored, to inspect or repossess the Products in accordance with these Terms and Conditions.'

10. PPSA

- 10.1. The Purchaser acknowledges that P+F have, under these Terms and Conditions, security interests in the Products until title in the goods passes to the Purchaser in accordance with section 9, subject to the PPSA. Each such security interest secures payment by the Purchaser of all amounts owing from time to time by the Purchaser to P+F, whether on account of the supply of Products or otherwise. To avoid any doubt, each such security interest attaches to the proceeds of collateral constituted by the Products, notwithstanding that the Purchaser may have dealt in any way with the Products (including by selling as expressly permitted under section 9.3(c).
- 10.2. Each security interest arising under these Terms and Conditions attaches to Products when the Purchaser obtains possession of the Products. the Purchaser acknowledges that the Purchaser and P+F have not agreed that any such security interest attaches at any later time.
- 10.3. the Purchaser agrees to implement, maintain and comply in all material respects with, procedures for the perfection of each security interest arising under these terms and conditions under the PPSA, including taking all steps necessary:
- (a) for P+F to obtain the highest ranking priority possible in respect of each such security interest (such as perfecting a purchase money security interest); and
 - (b) to reduce as far as possible the risk of a third party acquiring an interest free of the P+F security interests in the Products.
- 10.4. Any time the Purchaser makes a payment to P+F, irrespective of whether the payment is made under or in connection with Products or otherwise under these Terms and Conditions, P+F may apply that payment:
- (a) first, to satisfy any obligation that is not secured;
 - (b) second, to satisfy an obligation that is secured, but not by a purchase money security interest; and
 - (c) third, to satisfy an obligation that is secured by a purchase money security interest for that obligation and using proceeds from the sale of the collateral subject to that purchase money security interest; and
 - (d) fourth, to satisfy an obligation that is secured by a purchase money security interest using funds or proceeds from any source; or, despite the foregoing, in any manner P+F see fit.
- 10.5. If chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising under these Terms and Conditions, the Purchaser agrees that following provisions of the PPSA will not apply to the enforcement of that security interest: sections 95 (to the extent that it requires P+F to give a notice to the Purchaser), 120, 121(4), 125, 128, 130 (to the extent that it requires P+F to give a notice to the Purchaser), 132(3)(d), 132(4), 135, 142 and 143.
- 10.6. Without limiting the operation of section 10.5:
- (a) P+F need not give any notice under the PPSA (including a notice of verification statement) unless the notice is required by the PPSA and cannot be excluded; and
 - (b) if P+F are required to give a notice to the Purchaser under the PPSA, and the Purchaser may, under the PPSA, waive the Purchaser's right to receive that notice, then the Purchaser hereby waives that right.

11. Product returns and warranties

- 11.1 To the extent permitted by the Australian Consumer Law, warranties attached to the Products and P+F terms in relation to returns are set out in the schedule to these Terms and Conditions and you agree to them.
- 11.2. P+F are not required to provide the Purchaser with a refund, replacement or store credit for the Products or a Product if the Purchaser changes your mind, found a cheaper product similar to the Product elsewhere or decided the Purchaser had no use for the Product. If P+F do accept a return of Products from you in such circumstances, P+F may provide you with store credit for the amount paid for the Products less a restocking fee determined at P+F sole discretion.
- 11.3. If the Purchaser is a 'consumer' as defined in the Australian Consumer Law, nothing in these Terms and Conditions restricts, limits or modifies the Purchaser's rights or remedies against P+F for failure of a statutory guarantee under the Australian Consumer Law.

12. Credit worthiness

- 12.1. The Purchaser represents and warrants to P+F that the Purchaser is solvent and is able to pay for the Order when it is due.
- 12.2. The Purchaser irrevocably authorises P+F and P+F agents to make such enquiries as P+F deem necessary to investigate the Purchaser's credit worthiness and/or the Purchaser's directors from time to time.

13. Accuracy of Content

- 13.1. While we strive to provide accurate information, content and material (Content), we do not guarantee that the Content will be complete, accurate, error-free, useful for a certain purpose or available at any particular time. In the event that a pricing, shipping information, typographical error or inaccuracy exists with any Products ordered, P+F reserve the right to cancel or refuse the Order at any time without notice.

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13.2. In general, in most instances involving pricing, typographical error or inaccuracy, P+F will contact the Purchaser for further instructions or cancel the Order with an email and/or telephone notification. Shipping price discrepancies may exist on any Order regardless of size. If a shipping price discrepancy exists, P+F will contact the Purchaser by email and/or telephone in order to offer revised shipping options.

14. Third-party links

14.1. The Site may contain links to third parties' web pages or display Content supplied by third parties. P+F are not responsible for the content, accuracy or opinions expressed in such web sites, and such web sites are not investigated, monitored or checked for accuracy or completeness by P+F.

14.2. Inclusion of any linked web site on this Site does not imply approval or endorsement of the linked web site by P+F. If the Purchaser decides to leave our Site and access these third-party sites, you do so at your own risk and acknowledge that P+F not liable for damages, irrespective of their nature, incurred by the use or non-use of third parties' web pages.

15. Intellectual property

15.1. the Purchaser acknowledges and agrees that P+F have exclusive Intellectual Property Rights to the following:

- (a) All Intellectual Property of Pepperl+Fuchs, including any developed during the supply of the goods, is the sole property of Pepperl+Fuchs;
- (b) Pepperl+Fuchs' trademarks will not be used by the Purchaser without the prior written consent of Pepperl+Fuchs;
- (c) All Content of the site (including, without limitation, any computer source code, object code, HTML code or other code comprising this Site); and
- (d) The Products;
And the Purchaser shall not
- (e) Reproduce, distribute, transmit, display or use this Site and any Content without P+F prior written consent; and
- (f) Disassemble, decompile, reverse engineer or reverse compile the Products or the Site.

15.2. P+F grants the Purchaser permission to display, copy, distribute, print and/or download the content on this Site for their personal use only. Except as expressly authorised by P+F, if the Purchaser displays, copies, distributes, prints and/or downloads the Content on this Site, then the Purchaser may not modify that Content and the Purchaser must retain all copyright notices contained in this Site and the Content. The permission granted herein terminates automatically if the Purchaser breaches these Terms and Conditions. Upon termination of such permission, the Purchaser must immediately and permanently delete and destroy any content the Purchaser displayed, copied, distributed, printed and/or downloaded.

15.3. The Purchaser further acknowledges that if the Purchaser breaches this section, P+F shall incur irreparable injury and harm and money damages would be an insufficient remedy, and as such, and in addition to all other remedies, P+F shall be entitled to seek injunctive relief restraining the Purchaser from further breaches of this section.

16. Indemnification

the Purchaser shall indemnify, defend, and hold P+F, P+F officers, employees, directors, representatives, shareholders, agents, successors and assignees, harmless against and from any and all losses, claims, damages, liabilities or expenses, including without limitation, legal fees and expenses, incurred by P+F as a result of or arising out of:

- (a) The Purchaser breaches any of these Terms and Conditions;
- (b) Actual or alleged direct or contributory infringement of, or inducement to infringe, any Intellectual Property Rights P+F own by reason of the Purchaser's use of the Products or access to this Site; and
- (c) Any act or omission of or willful misconduct by the purchaser, or the Purchaser's agents, employees, representative's officers, directors or subcontractors.

17. Limitation of liability

To the maximum extent permitted by law, P+F are not liable (including, but not limited to, liability in tort, contract and for breach of statute) to the Purchaser or any other person for any loss or damage consequential or otherwise (whether contractual, tortious, statutory or otherwise) for any special, incidental, indirect or consequential damages or injury including, but not limited to, any loss of profits, contracts, or revenue arising out of or in connection with:

- (a) The provision of the Products and whether as a result of any breach, default, negligence or otherwise by P+F suffered or incurred by the Purchaser or any other person in relation to the Products;
- (b) In particular, but without limiting section 17(a), any loss or damage consequential or otherwise suffered or incurred by the Purchaser or any other person caused by or resulting directly from any failure, defect or deficiency of any kind of or in the Products;
- (c) Improper installation, improper storage, unauthorised service, alteration of the Product, neglect or abuse or the use of the Product in a manner in consistent with its design, misuse, abuse, accident, damage, abnormal operating conditions or applications above the rated capacity of the Products, operating conditions or applications not made known to or contemplated by P+F at the time of the Order, or a purpose or application other than or varying in any degree from that for which the Products were designed; and
- (d) The use of, or inability to sue this Site due to any reason whatsoever.

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18. International / New Zealand customers

- 18.1. Non-Australian customers (including customers from New Zealand) are responsible for understanding their country's international buying laws and should be aware that all international purchases may be subject to additional brokerage, duty or taxes that are collected at the time of delivery. P+F are not responsible for these charges.
- 18.2. If the Purchaser refuses to pay these additional charges at the time of delivery, P+F will instruct the shipping carrier to abandon the package. Abandoned packages are destroyed at the shipping warehouse of the local shipping carrier's pick-up facility. P+F will not be held responsible for any abandoned packages due to these circumstances.
- 18.3. This Site is controlled, operated and administered by P+F from Australia. If the Purchaser accesses this Site from a location outside Australia, You are responsible for compliance with all local laws. You agree that you will not use the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

19. Default

In the event that the Purchaser fails to pay any amount due to P+F, or otherwise breach any obligation or covenant contained in these Terms and Conditions, P+F may, in P+F sole discretion, in addition to all other remedies to which P+F may be entitled without affecting an election of remedies, cancel or terminate all obligations to the Purchaser without notice, or suspend performance by P+F until the Purchaser pays for all amounts due to P+F or rectify such breach.

20. Changes to this Site and these Terms and Conditions

- 20.1. P+F reserve the right to change these Terms and Conditions and edit, delete, modify, suspend or discontinue any Content, feature, aspect, Product or service comprising, or available through, this Site at any time without notice or liability to the Purchaser.
- 20.2. The Purchaser agrees to review these Terms and Conditions as well as notices that P+F may send the Purchaser regarding these Terms and Conditions. the Purchaser's continued use of the Site represents the Purchaser's agreement to all Terms and Conditions, including new and/or modified provisions of these Terms and Conditions from time to time.
- 20.3. If you do not agree with these Terms and Conditions, do not use this Site.

21. Force majeure

P+F shall not be responsible for any failure or omissions to carry out or observe any term of these Terms and Conditions if such failure or omission arises by events beyond P+F reasonable control, including but not limited to Acts of God, changes of laws or regulations or other acts of government, labour disputes, strikes, riots, mobs, fires, floods, wars, embargoes, impossibility to obtain necessary material, labour, machinery, or transportation.

22. General

- 22.1. If any provision of these Terms and Conditions is held invalid or unenforceable in whole or in part, that provision shall be ineffective without affecting the validity or enforceability of the remaining provisions of these Terms and Conditions.
- 22.2. The headings used in these Terms and Conditions are for reference and the convenience of the readers and shall not constitute part of these Terms and Conditions for interpretation purposes.
- 22.3. These Terms and Conditions constitute the entire and only agreement between the Purchaser and P+F and supersede all prior agreements, representations, warranties and understandings with respect to the subject matter.
- 22.4. The failure to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision nor of the right to enforce such provision. No waiver of any right will be effective against P+F unless expressly stated in writing.
- 22.5. The Purchaser agrees that these Terms and Conditions are construed in accordance with the laws in force in the State of Victoria.
- 22.6. The Purchaser irrevocably submits and accepts the exclusive jurisdiction of any of the Courts of the State of Victoria or the Commonwealth of Australia and any courts of appeal from these courts.

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Schedule
Product Warranties

1. Limited Warranty

- 1.1 P+F offer a sole 12-month warranty to cover P+F Products.
- 1.2 All material that has been factory repaired by P+F will have a 6-month warranty on the repair. All warranties, including warranty repairs, begin at the date of shipment to the Purchaser. For questions with respect to warranties, please contact P+F at [sales@au.pepperl-fuchs.com].

2. General Terms and Conditions for All Warranties

- 2.1 Subject to the conditions and requirements set out in this schedule, P+F warrant the Products covered by the respective warranties to be free from material defects in material and workmanship under normal and proper usage for the respective time periods listed above from the date of shipment from P+F.
- 2.2 In addition, certain specific terms apply to the warranties. In addition to the exclusion of warranties set forth below, P+F make no other promise, description, affirmation of fact, sample model or representation, oral or written, which may be part of an order or made by a representative of P+F or otherwise.
- 2.3 These warranties are subject to the following conditions:
 - (a) these warranties are limited to the electronic and mechanical performance only, as expressly detailed in the Product specifications and not to cosmetic performance;
 - (b) these warranties shall not apply to any Products which are stored, or utilized, in harsh environmental or electrical conditions outside P+F written specifications;
 - (c) all claims under these warranties must be made in writing within thirty (30) days of the date on which the defect is (or, with reasonable diligence, should have been) discovered within the applicable warranty period.

3. the Purchaser's Remedies

- 3.1 Subject to the Australian Consumer Law, the limited remedies hereunder are the Purchaser's sole and exclusive remedies for the warranties.
- 3.2 The Purchaser must notify P+F if the Purchaser wishes to make a warranty claim. If requested by P+F, the Purchaser shall ship the Product to P+F applicable facility, postage or freight prepaid in accordance with our instructions. P+F shall, at P+F sole discretion, take either of the following two courses of action for any Products which P+F determine there is a valid warranty claim, which shall represent the sole and exclusive obligations of P+F, and P+F shall have no other obligation or liability whatsoever for the warranties:
 - (a) repair or replace the Product and ship the Product to the Purchaser, postage or freight prepaid; or
- 3.3 In addition to the limitations below, the Purchaser's remedies shall be limited exclusively to the right of replacement or repair, as provided above, which does not include any labour costs or replacement at the Purchaser's site.

4. Exclusions

The limited warranty as stated in the section above is the only warranty made by P+F with respect to the Products sold under these Terms and Conditions. Subject to the Australian Consumer Law, the foregoing limited warranty is in lieu of all other warranties, and there are no other representations, guaranties or warranties, express or implied, including, but not limited to, the implied warranty of merchantability or fitness for a particular purpose being made by P+F.

5. Limitation of Remedies:

- 5.1 In no event shall P+F be liable for any special, direct, incidental, punitive, exemplary or consequential damages whatsoever, including, but not limited to, loss of business, income, or profits, or any property damage, personal injury or business interruption, even if P+F are advised, or should have known, of the possibility of such damage or loss.
- 5.2 P+F liability and the Purchaser's sole exclusive remedy, whether in contract, tort, negligence, strict liability or otherwise and any and all damages imposed upon P+F, shall be limited to, at P+F option, as provided in section 4 above, being the repair or replacement by P+F of any nonconforming products for which claim is made by the Purchaser, or to the repayment of the portion of the purchase price paid by the Purchaser attributable to the nonconforming product.
- 5.3 P+F shall have no liability to correct or replace any Product whose default is caused by the Purchaser, the shipper, or any other party, and P+F responsibility shall be limited solely to correcting or replacing the Product and its transportation.

6. Prevalence

To the extent of any inconsistency between this Schedule and the Terms and Conditions to which this Schedule is attached, those Terms and Conditions shall prevail to the extent of that inconsistency.

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