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## TERMS & CONDITIONS

### 1. **Listed Prices**

- 1.1 All prices listed in this book are full retail prices.
- 1.2 Prices may be subject to change without notice.
- 1.3 All listed prices exclude GST unless otherwise stated.
- 1.4 Prices include freight (other than Visualine & Halton) to metropolitan state capitals (surcharges & conditions apply, see Deliveries - item 10).

### 2. **Payment of goods**

If credit facilities are in place the transaction will be governed by the trading terms and conditions set out in the credit application. Customers without credit facilities are required to pay in full for the goods at time of order

### 3. **Dealer (Distributor) Discounts**

Stoddart may choose to provide its regular dealers (distributors) with a percentage discount off retail price. This discount will be provided in writing and is subject to the following:

- a) discount is applied to the retail price excluding GST. The dealer must add GST at time of purchase to their order.
- b) the discount only applies to items listed as standard in our published price lists and does not apply to transport, service, spare parts or specially quoted or custom items.
- c) Stoddart reserves the right to change or withdraw the discount at any time
- d) orders that contain products for certain regions incur a 5% surcharge to cover freight costs. This surcharge is applied to the purchase price, that being the retail price less the dealer discount if applicable.
- e) where a surcharge applies this is listed at the bottom of the relevant page

### 4. **Multiple Purchase Discounts**

- 4.1 Where Stoddart offers discounts for multiple orders, this discount applies to individual products over the wholesale value (dealer price) of \$150 plus GST on the one purchase order to the same delivery address at the same time.
- 4.2 Stoddart reserves the right to change or withdraw this discount at any time

### 5. **Order Procedures**

- 5.1 Stoddart requires a written official purchase order for all orders.
- 5.2 This order must be made out to Tom Stoddart Pty Ltd and clearly state the products required (including the product code), the quantity required and the dollar value of the goods at the customer's buying price (the retail price less the dealer discount), and any special instructions including required date and means of delivery.
- 5.3 For account customers this purchase will be processed under their credit account (subject to the account still being open and within their credit terms. Customers without account facilities are required to pay in full for the goods at time of order.
- 5.4 Upon receipt of the order, the product codes, product pricing, delivery details and approximate delivery dates will be checked. Stoddart may query certain parts of the order should any items be unclear. Stoddart will forward back to the customer a sales order acknowledgment for this purpose

# TERMS & CONDITIONS

## Order procedures continued

5.5 Unless the customer responds to the order confirmation within 4 hours of transmission, Stoddart will proceed with the order according to those conditions. Failure to question pricing or delivery conditions at this time will void the right to claim credit or alter conditions for these items at a later date.

5.6 The order will be processed as soon as possible according to the delivery instructions. Stoddart cannot guarantee delivery times and makes no assurance that quoted delivery times can be met.

## 6. Advanced and held orders

6.1 Stoddart cannot guarantee to hold stock of pre-orders for any longer than two weeks. Should you choose to delay delivery for whatever reason, Stoddart reserves the right to reallocate stock to other orders as it sees fit.

6.2 For orders placed in advance, Stoddart will attempt where possible to meet the requested delivery date. However, as we cannot predict future demand, supply cannot always be guaranteed by the requested date.

## 7. Cancelled Orders

7.1 Any orders cancelled after the goods have been despatched incur a 30% restocking fee. This is to cover costs of order processing, despatch, delivery and re-warehousing.

7.2 For any orders for special/customised products (including accessorised Culinaire, Halton exhaust hoods or Visualine products), returns are not accepted. Orders placed for these items cannot be cancelled and the items will be delivered and invoiced in full.

7.3 Dealers must pay for the return freight to our store for cancelled orders.

## 8. Unpaid accounts

8.1 In the event of the customer having not met their terms of payment, Stoddart reserves the right to:

a) refuse to despatch any goods on order

b) refuse to hold any goods on order

c) refuse to accept additional orders

d) refuse to accept any claim under any contractual warranty whatsoever (see Warranty Policy)

e) charge the account holder interest accrued as per our terms and conditions

## 9. Office, Order and Despatch Times

9.1 Stoddart standard office hours are 8.00 am to 5.00 pm Monday to Friday

9.2 Stoddart will process orders for same day despatch when orders are received by 12 noon on standard working days (subject to stock and freight availability). Please mark orders as urgent to speed up processing time.

9.3 For despatch or freight details please contact our office.

## TERMS & CONDITIONS

### 10. Delivery

- 10.1 Stoddart offers free into store (FIS) deliveries (on selected products) to our regular dealers (distributors) in metropolitan Sydney, Melbourne, Brisbane, Adelaide, Perth\*, Hobart\*, & Darwin\* for orders over a total value of \$500 + GST (wholesale price). For orders under \$500, prices are FOB your transport. For deliveries to all other locations, prices are free on board your transport company in the nearest capital city store.
- 10.2 Stoddart may also, at the request of customers, deliver directly to end users in Sydney, Melbourne, Brisbane, Adelaide, Perth\*, Hobart\*, & Darwin\* metropolitan areas. Stoddart reserves the right to withdraw this site-delivery offer on any order and deliver only to the dealer's store for any reason it sees fit. Charges may apply for this service.
- 10.3 Where deliveries are made to site, the delivery is to kerbside (or dock) of the delivery address in the metropolitan areas of Sydney, Melbourne, Brisbane, Adelaide Perth\*, Hobart\*, & Darwin\* only unless special conditions are agreed in advance. It is not the responsibility of Stoddart to unload the product, unless special conditions are agreed in advance by Stoddart. For deliveries outside the metropolitan areas listed, all transport is at the customer's expense and must be organised by the customer (unless otherwise arranged by Stoddart).
- 10.4 The customer acknowledges that it is their responsibility to provide labour and equipment to unload and position the goods on site at their own expense.
- 10.5 Should a tailgate lifting service be required as part of the delivery, an additional charge subject to the size and weight of the item being freighted will apply in addition to any other delivery costs. The tailgate lifter is only to get the product from the truck to ground level. The customer must provide labour and equipment to unload and position the goods on site at their own expense. Stoddart reserves the right to increase the cost of tailgate services without notice should an increase be passed by freight companies or for any other reason. Tailgate services are not available in all areas.
- 10.6 Insurance for goods in transit is not included in the purchase price. If insurance is required by the customer, it must be arranged by the customer either direct with the carrier or their insurance agent.
- 10.7 Purchase price or delivery fees do not include unpacking, placement or positioning of equipment or connection to services or removal of rubbish and packing crates.
- 10.8 In cases where the customer (including the dealer's end user) fails to take delivery of the product, for whatever reason, an additional charge of \$100 + GST will be charged to the customer for each failed delivery.
- 10.9 Delivery times cannot be guaranteed under normal terms of delivery. If the customer requires a specific delivery time a surcharge will apply and be payable in full. This surcharge will vary according to delivery costs.
- 10.10 Stoddart will choose the carrier (transport company) with whom the freight is forwarded. Should the dealer or customer require the freight to be delivered using a particular carrier than the goods will be supplied free on board your transport company at our Brisbane factory or stores in Sydney, Melbourne or Perth.
- 10.11 Where FIS special terms are agreed in advance for single or ongoing deliveries for customers outside Brisbane, Sydney, Melbourne, Adelaide, Perth\*, Hobart\* or Darwin\* the above conditions (10.1 to 10.10) also apply.

\* Subject to payment of 5% surcharge on some products

## WARRANTY POLICY

Stoddart are committed to providing a comprehensive and fair warranty programme for all its products. This is a manufacturer's warranty only and covers defects in workmanship or material resulting in the product malfunctioning whilst being used in accordance with the manufacturer's guidelines.

Subject to the below terms, Stoddart warrants to the original purchaser of any product that from 12 months from the date of purchase (the "Warranty Period"), any defect in workmanship or material resulting in the product malfunctioning while under correct usage will be repaired without charge, subject to the following conditions:

1. Stoddart reserves the right to reject a claim for warranty if it is not completely satisfied with the circumstances under which it occurred.
2. On site warranty service (where applicable) will be provided where the site is not in excess of 50km from the nearest authorised service agent.
3. The cost of any travel costs for repair labour outside metropolitan areas must be met by the customer prior to the commencement of the repair.
4. Penalties or additional labour costs will apply for installation, removal or repair of the Product outside standard business hours of 8.00am to 4.30pm, Monday to Friday (or on public holidays)

### **The warranty does not cover:**

1. Any consequential loss, damage or expenses directly or indirectly arising from use or attempted use or from any other cause.
2. Any part of the Product which has been subject to misuse, neglect, unauthorised alteration, incorrect installation, power surges, accident, use of inappropriate chemicals, flooding, fire or acts of God.
3. Any damage or malfunction arising as a result of the customer's failure to properly maintain the equipment according to the manufacturer's instructions.
4. Damage caused during transportation, which is outside our standard delivery conditions.
5. Breakage of glass, bulbs, lamps or plastic components or the replacement of gaskets or fluorescent tubes.
6. TX valves in remote refrigeration cabinets or the cleaning of condenser units.
7. Any equipment made at the customer's own design where non-performance is a result of the customer's design.
8. Work outside our standard business hours of 8.00am to 4.30pm Monday to Friday (or on public holidays)
9. The cost of travel to a customer's premises that is in excess of 50 km from our nearest service agent or not on the mainland of Australia or Tasmania.
10. Additional costs incurred by the customer failing to provide suitable access to the product for inspection and service.

## WARRANTY POLICY



### Accounts In Default

1. If a customer fails to make payments on any account owing to Stoddart at any time, Stoddart's warranty relating to every product supplied to the customer will be immediately and automatically suspended and will remain so until the suspension is lifted by Stoddart (see below).
2. Thereafter, if a customer fails to rectify the default and bring all accounts up to date on terms satisfactory to Stoddart, within 7 days of demand (the "Grace Period"), then Stoddart's Warranty Period will expire and the warranty on every product supplied by Stoddart will terminate immediately and automatically without further notice.

Stoddart has the sole discretion of accepting or refusing a claim under its Warranty Policy where a customer has failed to rectify a default within the Grace Period. Any acceptance of a claim by Stoddart is not to be construed as a waiver of any other right available to Stoddart beyond the express scope of the acceptance.

## WARRANTY PROCEDURE

In order to ensure that the warranty system works for customers, it is vital that the following procedure is followed. Failure to observe these procedures will render the warranty work unclaimable and could void future warranty claims on the relevant machine.

1. Refer to the trouble-shooting section of the product manual to establish the nature of the fault. Check the machine is plugged-in, turned-on or has no other valid reason for non-operation.
2. Should a machine have a genuine fault, please report this directly to our service department (phone 1300 307 289 or fax 07 3344 6166). To undertake warranty repair work we require a proof of purchase stating model number and date of purchase; the serial number of the product (this is located on the ratings plate sticker); a description of the problem; your company details including the exact location of the product. Any restrictions on times or methods of access should also be provided at this time. Ideally this information should be supplied on a Stoddart Warranty Request form, however if all information is supplied in another format this may be acceptable. This can also be faxed to the above number. Unless this information is supplied to us in writing no warranty call-out can be arranged.
3. Our records will confirm whether the machine is eligible for warranty repair. If warranty repair is required, we will issue an OFFICIAL AUTHORISATION NUMBER and details of work to be carried out by an authorised service agent. This authorisation number MUST be obtained before any work is carried out. We will not accept invoices for work carried out where no authorisation has been provided or has been carried out with an unapproved service agent.
4. If we nominate the repair work to be carried out by a sub-contract technician we will arrange for this work to be carried out in accordance with the conditions of our warranty.
5. Our official authorisation number must be quoted on all related correspondence and invoices to ensure prompt processing.
6. Any call-out for work that is not for warranty repairs or outside our normal terms, is chargeable to the customer. This will be charged on-site for immediate payment in full.

## GENERAL MAINTENANCE & REPAIRS

If your Stoddart product requires any maintenance or repairs this must be undertaken by a qualified technician. Stoddart have accredited technicians and agents who are experienced in the product and carry commonly used spare parts. Contact our national service number listed below for details of your nearest service agent.

For Warranty, maintenance, spare parts and repairs, contact:  
Tel: 1300 307 289 Fax: 07 3344 6166 email: [service@stoddart.com.au](mailto:service@stoddart.com.au)

# DEALER REQUIREMENTS

Stoddart supplied products are designed to offer customers a combination of functionality, reliability and value for money. We are also committed to providing dealers with the products, service and tools to help effectively sell our products.

This is why it is necessary for you to know the product you are selling and to give your customers confidence in your advice and the products they are buying. Please try to follow the guidelines given below to assist your customer and to protect yourself during the sale of your Stoddart supplied product.

## 1. KNOW THE PRODUCT

We produce a range of literature and product information which will helpfully assist you in providing a service to the customer which meets their information requirements. However should you find that you require additional information please feel free to contact one of our sales representatives or administrative staff. Ultimately as the vendor of the product to the end user you are their main source of information. At all times ensure it is accurate and clear so as they are best placed to make the right decision.

## 2. LET THE CUSTOMER DECIDE

Whilst you should always provide as much accurate advice as possible to your customer it is ultimately their responsibility as to which product they choose. Please provide them with all appropriate information to help them make this decision including their individual needs in relation to power requirements for particular items (such as: Do they have a 15 amp power point on their premises?), their expected yield from the selected product and the product suitability to local regulations.

## 3. BE MINDFUL OF HEALTH AND FOOD REGULATIONS

It is the customer's responsibility to ensure that the product they purchase complies with local health and food regulations. Please make your customer aware of their responsibility in this regard before they place an order for a product.

## 4. HELP THE CUSTOMER SET UP AND USE THEIR MACHINE

All Stoddart supplied products come with an instruction manual detailing the correct procedure for using and maintaining the machine. Please acquaint yourself with these instructions in order to provide a greater level of assistance to your customers. The dealer should make every effort to provide operating instructions to their customers when possible. This includes providing appropriate advice on how to clean and maintain the product to ensure it is in full working order and provides the best possible results for the customer.

## 5. ASSIST WITH SERVICE AND WARRANTY

All Stoddart products are covered by a parts and labour warranty subject to our Terms and Conditions of Trade. On many occasions you will find that reported faults can be rectified easily through appropriate advice to assist with usage and operation. Should you receive a warranty or service call please try and ascertain the nature of the problem as this may help you identify any common problems such as a loose connection to power, the machine is not turned on properly, a faulty power point or operator error or use outside its intended purpose. If you can identify a problem over the phone it will prevent a service call which helps yourself, your customer and the supplier. If you do believe a service call is still appropriate follow the instructions for warranty work on page 7-TC of this book.

# WARRANTY REQUEST FORM



**STODDART**  
MANUFACTURING

**FOOD SERVICE EQUIPMENT**

Tom Stoddart Pty Ltd ABN 16 009 690 251  
215 Jackson Rd, Sunnybank Hills Qld  
PO Box 420 Sunnybank Qld 4109 Australia  
service@stoddart.com.au  
www.stoddart.com.au

Phone: 1300 307 289 Int: +617 3344 2444  
Fax: (07) 3344 6166 Int: +617 3344 6166  
Email: service@stoddart.com.au

**To ensure we can provide the best possible service we require you to complete this form.  
Make, model and serial number, along with other essential information  
MUST BE COMPLETED OR WARRANTY CANNOT BE PROCESSED**

Name of contact person on site: \_\_\_\_\_

Name of Business/Organisation \_\_\_\_\_

Street Address: \_\_\_\_\_

Phone (Site): \_\_\_\_\_ Mob (Site): \_\_\_\_\_

Brand: \_\_\_\_\_ Equipment type: \_\_\_\_\_

Model no.: \_\_\_\_\_ Serial no.: \_\_\_\_\_

Location (large sites only): \_\_\_\_\_

Date of purchase: \_\_\_\_\_

Company purchased from: \_\_\_\_\_  
(please provide a copy of your tax invoice or delivery docket as proof of purchase)

Description of fault: \_\_\_\_\_

Has the following been checked (tick box if appropriate and checked)?

Electrical power supply  Gas  Water Supply

Name of person requesting warranty (please print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CREDIT CARD DETAILS - required as security (see note below)**

Card type: Visa  Mastercard

Cardholder name: \_\_\_\_\_ Card No: \_\_\_\_\_

Signature: \_\_\_\_\_ Expiry date: \_\_\_\_\_

**PLEASE NOTE:** Warranty call-outs take place Mondays to Fridays between 8.00 and 16.30 (except public holidays). Any calls outside these times will be subject to penalty rates. Certain items such as glass components and light fittings are not covered under warranty. Claims for non-covered parts, travel over 50km or other items outside our standard terms and conditions will be chargeable. Any chargeable items will be on COD terms - payable on site.

**CREDIT CARD INFORMATION MUST BE PROVIDED AS SECURITY AGAINST BOGUS WARRANTY CALL-OUTS. FAILURE TO DO SO WILL RESULT IN REQUEST BEING UNATTENDED. NORMAL BUSINESS HOURS ARE 8AM - 4.30PM MONDAY TO FRIDAY**

