

## CONTENTS

	Products	Page
	<b>Terms &amp; Conditions</b>	2-4
	(1) Listed Prices	2
	(2) Payment of Goods	2
	(3) Dealer (Distributor) Discounts	2
	(4) Multiple Purchase Discounts	2
	(5) Order Procedures	2, 3
	(6) Advanced & Held Orders	3
	(7) Cancelled Orders	3
	(8) Office, Order & Despatch Times	3
	(9) Delivery	4
	<b>Warranty Policy &amp; Procedure</b>	5 - 7
	<b>Dealer Requirements</b>	8
	<b>Warranty Request Form</b>	9

## DEALER SPECIFIC TERMS & CONDITIONS

### 1. Listed Prices

- 1.1 All prices listed in the published Stoddart price guides are full recommended retail price excluding GST
- 1.2 Prices may be subject to change without notice.
- 1.3 All listed prices exclude GST unless otherwise stated.
- 1.4 With the exception of Visualine, Halton, and some custom fabricated made to measure Culinaire items, prices include freight to metropolitan state capitals (surcharges & conditions apply, see Delivery - item 9).

### 2. Payment of Goods

If credit facilities are in place the transaction will be governed by the 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.

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) Charge the account holder interest accrued as per our terms and conditions contained in the credit application.

### 3. Dealer (Distributor) Discounts

Stoddart may choose to provide its regular dealers (distributors) with a percentage discount off the recommended 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) For orders that contain products for delivery to metropolitan state capitals of Perth, Hobart and Darwin, a 5% surcharge will apply to cover additional 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 in each published price book

### 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.

## DEALER SPECIFIC TERMS & CONDITIONS



Order Procedures continued

- 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.
- 5.5 Unless the customer responds to the order confirmation within 4 hours of transmission, Stoddart will proceed with the order according to the sales order acknowledgement sent. 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. **Office, Order and Despatch Times**

- 8.1 Stoddart standard office hours are 8.00 am to 5.00 pm Monday to Friday in each state
- 8.2 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.
- 8.3 For despatch or freight details please contact our office.

## DEALER SPECIFIC TERMS & CONDITIONS

### 9. Delivery

- 9.1 Stoddart offers free into dealers 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). This offer is only available for deliveries to the same state as the dealer's home location where the order originated from. If the order is to be transported interstate, the full delivery charges from your normal Stoddart office to the interstate location will apply.
- 9.2 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.
- 9.3 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).
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 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.
- 9.9 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.
- 9.10 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 then the goods will be supplied free on board your transport company at our Brisbane factory or stores in Sydney, Melbourne or Perth.
- 9.11 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 (9.1 to 9.10) also apply.

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

Price Guide - January 2012

## WARRANTY POLICY & PROCEDURE

### 10. Warranty Policy & Procedure

10.1 Stoddart is committed to providing a comprehensive and fair warranty for all of its equipment. The warranty incorporates a commercial manufacturers warranty, together with the consumer warranty provisions of the *National Consumer Protection Act (2009)*.

### 11. Commercial Warranty

11.1 Stoddart warrants to the original purchaser ("**Customer**") of equipment manufactured or distributed by Stoddart that for 12 months from the date of installation of the equipment by Customer (the "**Warranty Period**"), any defect in workmanship or material will, subject to clauses 11.2 and 13, be:

- a) Repaired without charge; or
- b) In respect of any **Major Failure** which cannot be repaired, replaced or the purchase money refunded.

11.2 Stoddart will not be liable for any associated loss, damage or compensation claim resulting from any defect in workmanship or material, and such liability is expressly excluded from the operation of clause 11.1.

### 12. Consumer Warranty

12.1 Subject to clause 13, equipment supplied by Stoddart to Customer for personal, domestic or household use or consumption comes with guarantees that cannot be excluded under the Australian Consumer Law. Customer is entitled to a replacement or refund for a **Major Failure** and compensation for any other reasonably foreseeable loss or damage. Customer is entitled to have the equipment repaired, or replaced if the equipment fails to be of an **Acceptable Quality** and that failure does not amount to a Major Failure.

### 13. Warranty Clarification

13.1 Customer acknowledges and agrees:

- (i) A **Major Failure** occurs when the equipment suffers repeated and/or unexpected failure that cannot be repaired to Stoddart's satisfaction (acting reasonably) or which Stoddart considers (acting reasonably) renders the equipment unsafe or inoperable;
- (ii) Stoddart can only warrant the equipment will be of an **Acceptable Quality** when Customer uses the equipment in accordance with Stoddart's manufacturer's instructions or user manual ("**Instructions**"). Acceptable Quality does not imply a lifetime guarantee for the equipment;
- (iii) Certain components have a finite expected life, especially in a commercial or high-use environment. For example components such as refrigeration compressors, elements, thermostats/simmerstats, switches, fans, and temperature controllers can be expected to last up to 12 months when used in accordance with the instructions;
- (iv) In a commercial environment, components such as lamps, light bulbs, fluorescent tubes, glass, silicone seals, gaskets and plastic components will require regular replacement. This is not covered by warranty and is at Customer's cost;
- (v) The life of equipment may be adversely affected by misuse, neglect, unauthorised alteration, incorrect installation, power surges, accident, use of inappropriate chemicals, flooding, and acts of God;
- (vi) Proper maintenance and cleaning of equipment in accordance with the Instructions is essential to the equipment's effective operation;
- (vii) On site warranty services are limited to sites within 50km from the nearest Stoddart authorised service agent and service agent's reasonable travel costs must be paid by Customer prior to the commencement of the repairs;
- (viii) Additional labour costs will apply for service outside standard business hours of 8.00am to 4:30pm, Monday to Friday and on public holidays;
- (ix) Stoddart cannot guarantee the performance of equipment made specifically to Customer's design or specifications. Stoddart will, where reasonably possible, draw any issues arising from Customer's design or specifications to Customer's attention during the commissioning and/or manufacturing process; and

## WARRANTY POLICY & PROCEDURE



Warranty Clarification continued

- (x) Customer must pay additional costs incurred by Stoddart as a result of Customer failing to provide suitable access to the equipment for inspection and service.
- 13.2 Stoddart's warranty liability under clauses 10 and 11 of these Terms exclude or do not cover:
- a) The matters acknowledged by Customer in clause 13.1;
  - b) Situations where Stoddart is not satisfied (acting reasonably) the equipment or any part of the equipment has been used in accordance with the Instructions including misuse, neglect, unauthorised alteration, incorrect installation, power surges, accident, use of inappropriate chemicals, flooding, fire or act of God;
  - c) Any consequential loss, damage or expense arising directly or indirectly from use of the equipment otherwise than in accordance with the Instructions;
  - d) Any damage or malfunction arising from, or relating to, Customer's failure to properly maintain or clean the equipment in accordance with the Instructions;
  - e) Damage caused to equipment during transportation, which is outside Stoddart's standard delivery conditions.
  - f) Breakage of lamps, light bulbs, fluorescent tubes, glass, silicone seals, gaskets and plastic components;
  - g) Maintenance, repair or other works not undertaken by a Stoddart authorised service agent
  - h) Where remote refrigeration is connected by a person other than Stoddart to equipment produced by Stoddart, Stoddart cannot accept claims for repair of TX valves and control components, as the fault may arise from the installation of the remote refrigeration lines, equipment, and gas, by a party over which Stoddart has no control.
  - i) Transportation costs associated with transporting the equipment to a Stoddart authorised service agent where Stoddart considers (acting reasonably) that repairs cannot be undertaken on-site; and
  - j) Unless agreed to by Stoddart in writing to the contrary, warranty is not included in the sale price for goods sold to or installed in an overseas location.

### 14. Warranty Claim Procedure

The following procedure must be followed to claim under Stoddart's warranties:

- a) Refer to the trouble-shooting section of the Instructions to establish the nature of the fault. Check the equipment is plugged-in, turned-on or has no other valid reason for not operating.
- b) If step (a) does not overcome the issue, you should report the fault with the equipment to our service department (phone 1300 307 289 or fax 07 3344 6166). Our service department will assist you with further trouble-shooting. If our service department is unable to resolve the fault with the equipment they will request you complete a Stoddart Warranty Request Form and fax (fax 07 3344 6166) or email ([service@stoddart.com.au](mailto:service@stoddart.com.au)) it to us.
- c) To complete a Stoddart Warranty Request Form you will require the following information:
  - i. Proof of purchase stating model number and date of purchase;
  - ii. The serial number of the equipment (this is located on the ratings plate sticker);
  - iii. A description of the fault/problem;
  - iv. Your company details including the exact location of the equipment; and
  - v. Any restrictions on times or methods of access to the equipment.

Stoddart will not arrange a warranty call out until it receives the above information from you in writing.

## WARRANTY POLICY & PROCEDURE

Warranty Claim Procedure continued

- d) Upon receipt of a properly completed Stoddart Warranty Request Form, Stoddart will check its records to confirm whether the equipment is eligible for warranty repair. If warranty repair is required, Stoddart will issue an OFFICIAL AUTHORISATION NUMBER and details of work to be carried out by a Stoddart authorised service agent. This authorisation number MUST be obtained before any work is carried out. Stoddart will not accept invoices for work carried out without an official authorisation number or by an unauthorised service agent.
- e) Customer must quote the official authorisation number on all correspondence and invoices relating to a warranty claim to ensure prompt processing by Stoddart.
- f) Customer must pay all costs associated with a call-out for work that is not related to warranty repairs or outside Stoddart's Terms immediately.

### 15. Timing of Warranty Services

- 15.1 Stoddart will comply with its warranty liabilities contained in these Terms in a timely manner

### 16. General Maintenance and Repairs

- 16.1 The equipment must be repaired and maintained by a qualified technician. Stoddart's authorised service agents are experienced technicians who understand the equipment and carry commonly used spare parts. Contact Stoddart's national service number listed below for details of your nearest Stoddart authorised 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)**

General note: These procedures should be read in conjunction with Stoddart General Terms & Conditions of Trade which can be found on our website - [www.stoddart.com.au](http://www.stoddart.com.au)

Price Guide - January 2012

## 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 or other service 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 and 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 included in section 14 of this book.

### 6. COMPETITION AND CONSUMER ACT 2010 (CTH) ("AUSTRALIAN CONSUMER LAW")

Dealers need to be aware of their responsibilities under Australian Consumer Law and in any event should not make any representation or give any guarantee, warranty or other undertaking in relation to the goods unless that representation, guarantee, warranty or undertaking is approved by Stoddart.

# WARRANTY REQUEST FORM



**STODDART**  
MANUFACTURING

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

**FOOD SERVICE EQUIPMENT**  
Tom Stoddart Pty Ltd ABN 16 009 690 251  
215 Jackson Rd, Sunnybank Hills  
QLD 4109 Australia  
PO Box 420 Sunnybank QLD Australia  
www.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. To secure a call, you must also have an account with Stoddart or complete the credit card details below.

**THIS FORM MUST BE COMPLETED OR WARRANTY CANNOT BE PROCESSED**

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

Business/Organisation name: \_\_\_\_\_

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

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

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

Equipment Type: \_\_\_\_\_ Brand: \_\_\_\_\_

Model/PNC no.: \_\_\_\_\_ Serial no.: \_\_\_\_\_

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

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): \_\_\_\_\_

**CREDIT CARD DETAILS** – Required as security against chargeable work (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 8:00am and 4:00pm (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, no faults found, travel over 50km or other items outside our standard terms and conditions will be chargeable. Any chargeable items will be COD terms – payable onsite.

**CREDIT CARD INFORMATION MUST BE PROVIDED AS SECURITY AGAINST FALSE WARRANTY CALL-OUTS. FAILURE TO DO SO WILL RESULT IN REQUEST BEING UNATTENDED. NORMAL BUSINESS HOURS ARE 8AM – 4PM MONDAY TO FRIDAY**

