



Grabba International Pty Ltd A.B.N 73 105 756 107

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Grabba International Pty Ltd (“Grabba”) Terms and Conditions of Sale

By placing an order the Customer acknowledges acceptance of these Terms and Conditions:

1.Price and Availability

Quoted prices and availability are subject to change without notice. No order shall be binding on Grabba until accepted by Grabba.

2.Payment Terms

All Customers must make full payment prior to dispatch of goods from Grabba.

3.Liability Disclaimer

In no event shall Grabba, its affiliates, and/or respective suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of these goods, or the failure of Grabba to comply with these terms and conditions.

4.Ownership

Ownership in the goods does not pass to the Customer until the Customer has discharged all outstanding indebtedness, whether in respect to the goods or otherwise, to Grabba.

5.Risk

Grabba will ship according to the company’s standard commercial practice, and the risk of loss or damage to the goods will pass to the Customer on delivery. If special packing or shipping instructions are received, or the goods are shipped against the Customer’s carrier account number, then the risk of loss or damage to the goods will pass to the Customer on delivery to the carrier.

6.Freight

Grabba reserves the right to charge for delivery of goods, including import duties and charges, at any time, notwithstanding that it may not have previously done so.

7.Damaged or Defective Goods

Any goods which are damaged or defective may be returned to Grabba for replacement within 7 days of delivery, providing a return authorisation is obtained from Grabba.

8.Support

Grabba will provide general and technical support to the Customer in accordance with the then-current service and technical support policies. Service and support offerings may vary from product to product. Grabba may, at its discretion, revise its general and optional service and support programs and the terms and conditions that govern them.

9.Warranty

Grabba warrants the goods against defects in materials and workmanship for a period of one year from delivery. Grabba does not warrant that the operation of the goods will be uninterrupted or error free. For goods which are found to be defective during the warranty period, Grabba will, at its option: (a) replace the goods, (b) repair the goods, (c) refund the purchase price, or (d) pay the cost of having the goods repaired. This Warranty is void if the goods have been tampered with, upgraded or serviced by any unauthorised persons. Except for those required or implied by legislation, no other warranties apply.

10.Remanufactured Parts

In support of the globally recognised Waste Electrical and Electronic Equipment Directive (WEEE Directive), some newly manufactured or repaired Grabba goods may contain remanufactured parts which are equivalent to new in performance.

11.Jurisdiction

These terms and conditions are governed by and will be construed in accordance with the laws of Queensland, Australia.

12.Exclusion

These terms and conditions apply to the exclusion of all other terms and conditions contained in the Customer’s order.

Last updated October 22th, 2010.