

Warranty Statement

FOS Lighting Pty Ltd warrants that all goods supplied by it, other than light globes are free from defects in materials in workmanship as per the periods listed below. This warranty will cease to apply if the goods are modified in any way, are subject to anything other than ordinary usage or are used in a manner that is not consistent with the manufacturer's directions. (the FOS Warranty).

In conjunction with the FOS Warranty, FOS Lighting also offers back to back manufacturer backed warranty for the period referred to below in relation to each product, each such period commencing on the date of supply of the product by FOS Lighting Pty Ltd.

FOS PRODUCTS

Hawko All LED Product 5 years

Warranty based on normal operating hours

Extended warranties are available on a project by project basis.

The following statement applies if the supply of products is a consumer sale as defined in the Australian Consumer Law. In this statement, 'Our' means 'FOS Lighting Pty Ltd', 'You' means the 'Customer' and 'goods' means products specified on in this Warranty Statement and supplied by FOS Lighting Pty Ltd:

Our goods come with warranties that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and or compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not account to a major failure.

Notwithstanding the above, and to the extent permissible at law, the liability of FOS Lighting Pty Ltd to the Customer in connection with the supply of product, including liability for defective goods, is limited to whichever of the following FOS Lighting Pty Ltd may elect, namely, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or acquiring equivalent goods, or the payment of the costs of having the goods repaired.

To the extent permitted by law, FOS Lighting Pty Ltd excludes all other liability, including liability in negligence. Without limitation, FOS Lighting Pty Ltd will not in any circumstances be liable for any consequential or special damages, losses or expenses.

The Customer acknowledges that it has not relied on the skill or judgement of FOS Lighting Pty Ltd, its employees or agents in determining whether the goods to be supplied are fit for any particular purpose or any design issues related to the use of the goods.

To the extent permitted by law, FOS Lighting Pty Ltd excludes all liability to the Customer in connection with the Customer's use of the goods or the suitability of the goods for that use. This warranty will cease to apply if goods are subject to anything other than ordinary usage or are used in a manner that is not consistent with the manufacturers' directions.

Warranty is based on return of product to FOS, before returning any defective goods, the Customer must contact FOS Lighting Pty Ltd and comply with the directions of FOS Lighting Pty Ltd in relation to the return procedure. FOS Lighting Pty Ltd is not liable for any costs associated with the removal or reinstallation of goods that are returned, replaced or repaired, including transport costs.

This warranty statement is to be read in conjunction with the FOS Lighting Pty Ltd terms and conditions of sale.

Terms and Conditions of Sale

General

1. These Terms and Conditions of Sale (Terms) apply (unless otherwise previously agreed in writing) to the supply of goods by FOS Lighting Pty Ltd trading ABN 76 072 502 311 to a Customer from time to time. Any supply of goods by FOS Lighting Pty Ltd to the Customer made after the date of acceptance of these Terms is a supply pursuant to the supply agreement constituted by these terms and the relevant order accepted by FOS Lighting Pty Ltd and any such supply does not give rise to a new or separate agreement. These Terms apply to the exclusion of all others, including any terms and conditions of the Customer, whether on the Customer's order form or otherwise.
2. By placing an order for goods with or taking delivery of goods from FOS Lighting Pty Ltd, the Customer is deemed to have agreed to these terms and conditions.
3. These terms and conditions supersede all previous terms and conditions imposed by the seller. each order will constitute an offer by the customer to acquire products from the Seller upon and subject to the terms and conditions to the exclusion of all other terms and conditions. A contract will be made between the seller and the customer for the sale and purchase of products and/or services only on acceptance of an order by the seller, which may be by delivery of all or part of the products and/or services rendered ordered.

Payment

4. The Customer must pay the purchase price of goods in full before delivery unless FOS Lighting Pty Ltd has previously agreed to supply those goods on credit account payment terms. If FOS Lighting Pty Ltd agrees to supply goods on credit account payment terms, the Customer must pay the purchase price of the goods on or before the end of the month immediately following the month in which the goods are invoiced.
5. FOS Lighting Pty Ltd is under no obligation to continue to supply goods to the Customer on credit account payment terms and FOS Lighting Pty Ltd may discontinue or vary credit account arrangements at any time.
6. FOS Lighting Pty Ltd reserves the right to charge a late payment fee of 2.0% of the amount outstanding per month as an account fee on overdue accounts. Customers of goods who are not subject to credit account payment terms may be required to pay a minimum deposit of 50% of order value upon placement of their order, with the balance being payable prior to delivery.

Price

7. With the exception of items affected by the below clause, the price of goods in a quotation issued by FOS Lighting Pty Ltd is current as at the date of quotation and is valid for the period of 30 days after that date. FOS Lighting Pty Ltd reserves the right to amend or alter its pricing on imported goods at any time should a significant shift in exchange rate occur between date of quotation and date of order.
8. All prices are exclusive of Australian goods and services tax, as imposed under A New Tax System (Goods and Services Tax) Act 1999 ("GST"). The Customer must pay all GST subject to receipt of a tax invoice.
9. The Customer must also pay all other applicable duties, taxes and levies in connection with the supply of goods. Without limitation, the Customer is responsible for any increases in duties, taxes or levies that may occur after the date of quotation. Prices for Products are set in accordance with the Seller's price list which is subject to change from time to time. Products are made to order and as such are not returnable.

Delivery

10. Goods are sold including one delivery Free into Store to Australian capital city destinations unless otherwise stated. Freight to other destinations is to the Customer's account and at the Customer's risk.
11. If a delivery date is specified it is indicative only and, while FOS Lighting Pty Ltd will endeavour to deliver within the time so specified, in no circumstances will FOS Lighting Pty Ltd be liable for any loss or damage of any kind whatsoever caused directly or indirectly by the failure to meet the delivery date.
12. FOS Lighting Pty Ltd's obligation to deliver goods to the Customer is suspended to the extent that it is unable to fulfil that obligation due to events beyond its reasonable control, including the failure of a third party to supply the goods, transportation problems, industrial disputes and the acts of any government or authority.
13. The Customer will be deemed to have accepted goods as being in good order and in accordance with the Customer's order unless it notifies FOS Lighting Pty Ltd in writing within seven days of receipt of goods to the contrary. Subject to the obligations of FOS Lighting Pty Ltd under these Terms and the relevant law in relation to defective goods, all returns of goods and the credit allowed upon the return of goods is at the absolute discretion of FOS Lighting Pty Ltd.
 - a) a minimum 35% re-stocking charge will be applied to goods that FOS Lighting Pty Ltd allows a Customer to return for credit.
 - b) goods will not be accepted for credit beyond 30 days from the date of supply
 - c) the original invoice number must be quoted in relation to the return.
 - d) credit will only be allowed for goods sourced from a third-party supplier if that supplier agrees to the return of the goods; and
 - e) FOS Lighting Pty Ltd will not allow credit on the return of specialised or modified products.
14. If FOS Lighting Pty Ltd agrees to accept the return of goods (other than defective goods), it is a condition of that return that the goods be in their original packaging and not be shop soiled or damaged in any way. Returned goods may be rejected or credited at a reduced rate by FOS Lighting Pty Ltd Lighting if this condition is not satisfied. The Customer is responsible for all freight and other charges associated with the return of goods to FOS Lighting Pty Ltd

Default

15. Upon the occurrence of any of the following events (each an Event of Default):
 - a) A failure by the Customer to pay FOS Lighting Pty Ltd for goods on the due date for payment.
 - b) The appointment of an administrator, liquidator, receiver or receiver and manager to the Customer or any of its assets
 - c) A resolution is passed, or an application is presented for the winding up of the Customer.
 - d) The Customer becomes insolvent or enters into any arrangement with its creditors or the Customer commits any act of bankruptcy.
 - e) FOS Lighting Pty Ltd may do any of the following without prejudice to any other rights it has:
 - f) Withhold delivery of goods.
 - g) Require the Customer to immediately pay FOS Lighting Pty Ltd all amounts for goods supplied.
 - h) Retake possession of any goods on which title has not passed to the Customer and for that purpose the Customer authorizes FOS Lighting Pty Ltd,
 - i) its employees or agents, to enter any premises where the goods may be situated.

16. The Customer agrees to indemnify and keep indemnified FOS Lighting Pty Ltd against all costs and expenses (including legal costs on an indemnity basis) incurred by FOS Lighting Pty Ltd in connection with the recovery or attempted recovery of amounts owing to it by the Customer.

Title

17. Risk in the goods supplied by FOS Lighting Pty Ltd will pass to the Purchaser immediately upon the goods being delivered to the Customer or the Customer taking control or possession of the goods (whichever is the sooner).
Title to goods supplied by FOS Lighting Pty Ltd will not pass to the Customer until the Customer has paid for the goods in full. Until such time as the goods have been paid for in full, the Customer holds the goods as bailee only and must store the goods in such a manner as to show clearly that they are the property of FOS Lighting Pty Ltd.
18. Until such time as the goods have been paid for in full, the Customer is at liberty to sell the goods, in the ordinary course of business, as agent for FOS Lighting Pty Ltd and must account to FOS Lighting Pty Ltd for the proceeds of sale.
19. Personal Property Securities Act 2009 (PPSA)
Defined terms in this clause have the same meaning as given to them in the PPSA.
- a. FOS Lighting Pty Ltd and the Customer acknowledge that these Terms constitute a Security Agreement and entitle FOS Lighting Pty Ltd to claim:
 - i. a Purchase Money Security Interest (PMSI) in favour of FOS Lighting Pty Ltd over the Collateral supplied or to be supplied to the Customer as Grantor pursuant to these Terms; and
 - ii. a security interest over the proceeds of sale of the Collateral referred to in clause 27(a)(i) as original collateral.
 - b. The goods supplied or to be supplied under these Terms fall within the PPSA classification of "Other goods" acquired by the Customer pursuant to these Terms.
 - c. The Proceeds of sale of the Collateral referred to in clause 27(a) fall within the PPSA classification of "Account".
 - d. FOS Lighting Pty Ltd and the Customer acknowledge that FOS Lighting Pty Ltd, as Secured Party, is entitled to register its Security Interest in the Collateral supplied or to be supplied to Customer pursuant to these Terms and in the relevant Proceeds.
 - e. To the extent permissible at law, the Customer:
 - i. waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer to FOS Lighting Pty Ltd
 - ii. agrees to indemnify FOS Lighting Pty Ltd on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the:
 1. registration or amendment or discharge of any Financing Statement registered by or on behalf of FOS Lighting Pty Ltd; and
 2. enforcement or attempted enforcement of any Security Interest granted to FOS Lighting Pty Ltd by the Customer
 - a. agrees that nothing in sections 130 and 143 of the PPSA will apply to these Terms or the Security under these Terms.
 - b. agrees to waive its right to do any of the following under the PPSA
 - i. receive notice of removal of an Accession under section 95.
 - ii. receive notice of an intention to seize Collateral under section 123; (C) object to the
 - iii. purchase of the Collateral by the Secured Party under section 129;
 - iv. receive notice of disposal of Collateral under section 130;
 - v. receive a Statement of Account if there is no disposal under section 132(4);
 - vi. receive a Statement of Account under section 132(3)(d) following a disposal showing the
 - vii. amounts paid to other Secured Parties and whether Security Interests held by others
 - viii. Secured Parties have been discharged. (G) receive notice of retention of Collateral under section 135;
 - ix. redeem the Collateral under section 142; and
 - x. reinstate the Security Agreement under section 143.
 - xi. All payments received from the Customer must be applied in accordance with section 14(6)(c) of the PPSA.

Contract

20. A quotation by FOS Lighting Pty Ltd constitutes an invitation to the Customer to submit an order for the goods in the quotation. FOS Lighting Pty Ltd may accept or reject an order and does not have any obligation to supply goods to the Customer until it has accepted the order for the goods from the Customer.
21. Once an order has been accepted by FOS Lighting Pty Ltd, the Customer cannot cancel the order without the prior consent of FOS Lighting Pty Ltd. If FOS Lighting Pty Ltd consents to the cancellation of an order, that consent is given on the condition that the Customer reimburse FOS Lighting Pty Ltd for any costs, charges, expenses, loss of profit and consequential damage that FOS Lighting Pty Ltd has or may suffer in relation to such cancellation.
22. The contract for the sale and purchase of goods between FOS Lighting Pty Ltd and the Customer is governed by the law of Victoria and the parties submit to the jurisdiction of the courts of VIC.
23. The Customer acknowledges that it has not relied upon any representation made by the Seller which has not been stated expressly in these Terms and Conditions. Any representation, advice, recommendation, information or assistance provided by the Seller in relation to Products supplied or their use or application must not be relied upon by the Customer and the Customer acknowledges that it is the responsibility of the Customer to satisfy itself as to the appropriate use or application of Products and that the Products are suitable for any particular purpose. The Customer indemnifies the Seller against all Loss incurred by the Seller in connection with any act or omission of the Customer including, but not

limited to, negligence of the Customer or any unauthorised representation made, or warranty given by the Customer in connection with Products and/or services.

24. The Seller will not be liable for any Loss incurred as a result of delay or failure to observe any of these Terms and Conditions due to an event of force majeure, being any cause or circumstance beyond the Seller's control, or due to any failure or delay in performance caused by lack of production capacity, manufacturing machinery breakdown, failure of supply by suppliers of the Seller, shortage of raw materials or components, any strikes, floods, lock-outs, labour disputes, fires, acts of God or public enemy, malicious or accidental damage, delays in transport, or restrictions or prohibitions by any government or any semi- government authorities or embargoes. During the continuance of an event of force majeure or an event described in this clause the Seller's obligations under these Terms and Conditions will be suspended and will resume as soon as the cause or circumstance has ceased to have effect.
25. All notices to be given by a party under these Terms and Conditions must be in writing and may be given to the other party by hand delivery, prepaid post, or facsimile addressed to the other party at its last known address or facsimile number or as specified by the other party. Any notice given under these Terms and Conditions will be deemed to have been received by the person to whom it was sent in the case of hand delivery, upon delivery; in the case of prepaid post, three days after despatch; and in the case of facsimile upon completion of the transmission. These Terms and Conditions are governed by and must be construed in accordance with the laws of Victoria.
26. The seller reserves the right to subcontract the production, manufacture or supply of the whole or any art of the products to be supplied.
27. Unless expressly agreed otherwise, the seller shall have the right to set tolerance standards.
28. The Customer warrants that any design or instruction furnished to the seller shall not be such as will cause the seller to infringe any patents, registered designs, trademarks, copyrights or other intellectual property rights in the execution of the Customer's order and the Customer agrees to indemnify the seller for any infringement or unauthorised use thereof and it is agreed that the sale and purchase of the products does not confer on the Customer any licence or rights which are the property of the seller and the seller shall be under no obligation to disclose the methods or techniques used in production.
29. FOS Lighting Pty Ltd manufactures products to specific customers' orders. Request for returns must be made in writing for FOS Lighting Pty Ltd to evaluate and advise on a case-by-case basis. Specially manufactured, made to order items are not refundable.