

Manual Proforma Order Form

EX-DISPLAY APPLIANCE ONLY

Agent: \_\_\_\_\_ Acct No.: \_\_\_\_\_ Date: \_\_\_\_\_

Salesperson: \_\_\_\_\_ Contact No. \_\_\_\_\_

Customer Name: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: (W) \_\_\_\_\_ (H) \_\_\_\_\_

(M) \_\_\_\_\_

Email: \_\_\_\_\_

Special Instructions / Arrangements: \_\_\_\_\_

Requested Delivery Date:

Please note: Andi-Co Australia does not take responsibility for the delivery of the appliance to the customer. Agent to arrange delivery to customer site.

EX-DISPLAY MODEL	SERIAL #	DESCRIPTION	CONDITION OF APPLIANCE <small>(eg: Visible damage, missing parts etc)</small>	QTY	Total Value Incl. GST

I agree to order the goods referred to in this order on the terms & conditions set out on the reverse.

Customer Signature

Store Reference No.

Total Order Value

Deposit Paid (Minimum 30%)

Balance Due

ALL DEPOSIT PAYMENTS TO BE MADE TO ANDI-CO AUSTRALIA PTY. LTD.

Method of Payment of Deposit

☐ Bank Cheque ☐ Cash ☐ Other \_\_\_\_\_

☐ Cust.Cheque ☐ Credit Card

Please note: If credit card details are supplied they will be destroyed after the order is processed and prior to paperwork being filed.

Authorisation No. \_\_\_\_\_

Card No.

Exp. Date: \_\_\_\_\_ ☐ Visa ☐ MC ☐ Amex

Card Holder Name (if different from customer): \_\_\_\_\_

Card holder signature: \_\_\_\_\_

CCV

Amex: 4 digits printed on face of credit card.  
Others: Last 3 digits printed on signature strip of credit card.

# Andi-Co Australia Pty Ltd / Terms & Conditions of Sale for Ex-Display Stock

ABN 68 005 899 365

## 1. ORDERS AND SPECIFICATIONS

- 1.1 Where Andi-Co accepts an order from a Customer the following Terms and Conditions of sale apply and constitute an agreement by the Customer to purchase the Products subject to these Terms and Conditions.
- 1.2 No order may be cancelled or varied by the Customer except with the agreement of Andi-Co Australia Pty Ltd.
- 1.3 Orders cancelled due to Customer not meeting the Terms and Conditions of sale as outlined may incur a 10% processing fee.
- 1.4 Ex-display items are purchased 'as is'. Where applicable, Andi-Co Australia are not responsible for gas conversions (if required to LPG), hinge changes, missing accessories or any visible damage at time of purchase.

## 2. PRICE

- 2.1 The price of Products will be as set out in both the order and the invoice.
- 2.2 Any Concession or discount prices will be calculated from the unit price.

## 3. PAYMENT

- 3.1 The date and method of payment for the Products is as set out in the order.
- 3.2 Where a product is purchased on a Deposit Payment basis, a minimum amount of 30% of the price of the Product is payable at the time the order is issued. Upon accepting an order, Andi-Co will apply the Deposit Payment against the total price of the Product. All Deposit Payments are payable at the time the order is issued. The balance of the total price is payable prior to delivery or within 30 days of order (whichever is the sooner). Once full payment is received by Andi-Co Australia the order will be invoiced and the warranty will commence.
- 3.3 If the Customer fails to make any payment on the due date, then without prejudice to any other right or remedy available to Andi-Co, Andi-Co may
  - 3.3.1 Charge the Customer Interest (both during and after judgment) on the amount unpaid, at the rate of 18% per annum (calculated on a daily basis);
  - 3.3.2 Charge the Customer for all reasonable cost, fees and expenses incurred by Andi-Co in obtaining payment for its Product.

## 4. DELIVERY

- 4.1 Delivery of the ex-display appliance is to be agreed between the Agent and the Customer. Andi-Co Australia are not responsible or involved in the delivery arrangements unless agreed upon prior in writing.
- 4.2 If the Customer fails to take delivery of the products on the later of:
  - 4.2.1 Seven (7) days after notification to the Customer that the Products are ready for delivery, and
  - 4.2.2 If full payment has not been made in respect of the goods 30 days after order,Andi-Co may cancel the order and sell or otherwise deal with the Products. In these circumstances the Customers Deposit payment may be retained by Andi-Co.

## 5. RISK AND TITLE

- 5.1 Risk of damage to the Products passes to the Customer once full payment is received by Andi-Co Australia.
- 5.2 Property and title in the Products will not pass to the Customer until the Customer has made payment in full of the price of the Products.
- 5.3 If the Customer sells the Products prior to making payment in full, the Customer will be deemed to hold the proceeds of that sale (or such part as is sufficient to discharge the debt owed to Andi-Co for the Products) on trust for Andi-Co.

## 6. WARRANTY

- 6.1 Products have a 5 year (60 month) parts and labour warranty. Refer to the warranty statement that accompanies the appliance or visit [www.andico.com.au](http://www.andico.com.au) to view warranty information.
- 6.2 To the extent permitted by law, and except as otherwise expressly provided for in these Terms and Conditions, Andi-Co excludes all conditions, warranties, obligations and liabilities (including liability for negligence however arising) in any way directly or indirectly relating to the quality, performance or characteristics of the Products whether that condition, warranty, obligation or liability is implied by virtue of any statute, the common law, equity, trade custom or usage or otherwise.
- 6.3 The Buyer/Customer acknowledges the personal information provided pursuant to this warranty will be collected by the authorized Agent and by Andi-Co and used for the purpose of fulfilling all obligations under this warranty. The Buyer also consents to this information being used by Andi-Co Aust for the provision of marketing purposes. Andi-Co will not disclose the Customer information to mailing houses and market research company's. The Agent and Andi-Co acknowledge that the Buyer may access the personal information it collects pursuant to this warranty and may do so by request in writing to the Privacy Officer as per clause 7.
- 6.4 There are no returns available on ex-display goods.

## 7. PRIVACY

- 7.1 Whenever we collect and otherwise deal with your personal information, we are governed by the Australian Privacy Principles which are contained in the Privacy Act 1988 (Cth), (ACT).
- 7.2 Therefore whenever collecting and dealing with your personal information such as your name, address, email address or phone number, we will be bound by these principles.
- 7.3 You may obtain a copy of our privacy policy on our web site ([www.andico.com.au](http://www.andico.com.au)) or by contacting:  
Andi-Co Australia Pty Ltd  
1 Stamford Rd, Oakleigh VIC 3166  
Tel: 1800 685 899

## 8. FORCE MAJEURE

- 8.1 Andi-Co will not be liable to the Customer or be deemed to be in breach of the agreement by reason of any delay in performing or any failure to perform any of Andi-Co's obligations in relation to the Products. If the delay or failure was due to any cause beyond Andi-Co's reasonable control.

## 9. DEFINITIONS

- 'Andi-Co' means Andi-Co Australia Pty Ltd and its authorized agents and employees;  
'Agreement' means the agreement entered into pursuant to sub-clause 1.1;  
'Customer' means the person or entity whose name and address appear on the order as the purchaser of the Products;  
'Products' means the Andi-Co products referred to in the order; and  
'Deposit Payment' means an amount paid by the customer to Andi-Co at the time of placing an order for the Products to show that there is a bone fide offer (subject to acceptance by Andi-Co) to purchase the Products.  
'Agent' means the authorized Andi-Co retail agent through whom the Customer has ordered the Products.