

# Terms and Conditions of Sale



Distributor for Event Lighting / Lite,  
Event Audio, Event Pixels, Antari,  
HES, Wharfedale Pro, Spark Fabrica,  
Sound King and PR Lighting  
1/14 Nello Place  
Wetherill Park NSW 2164 Australia  
ABN: 36 164 748 716  
+61 2 98973077  
sales@eventec.com.au

ANZ Bank / Name: Event Lighting Pty Ltd  
BSB: 012295 / Account:211 354 802

As a condition to the agreed discount from RRP, you would be expected to be able to provide first line support to the end user (customer).

We reserve the right to review dealer and discount structures as we see fit.

Breaches against these conditions may result in your discount being revoked.

(The term "Dealer" refers to: any company buying from us)

## 1. Dealer Obligations

- a. Dealer level access and pricing levels for our product is confidential.
- b. Dealer at its own expense promote and sell our products.
- c. Dealer shall make themselves available for training; to be agreed on by both parties.
- d. Dealer shall at all times provide a quality service to its clients.
- e. Dealer shall provide us with forecasts of potential orders where possible to avoid a non-stock situation.
- f. In the case where an "indent" or "special order" is placed, the dealer agrees to pay an upfront amount of fifty percent as deposit upon such order is made which is non refundable.
- g. In the case of a PBD customer, goods will not be released until payment is received in full.
- h. Dealer will not be allowed to return or exchange goods without the prior approval from us.  
This will be confirmed with the issue of an RMA number.
- i. The dealer would make all possible arrangements to ensure that carriers can delivery goods on time, The dealer also agrees that any costs incurred by not ensuring this will be recoverable

## 2. Our Obligations

- a. We shall sell products to its dealers at the prices as per the price list.
- b. All prices are subject to change without notice.
- c. We aim to release new and updated price lists when prices change or as determined by new product releases and / or exchange rate variations / factory price changes. Notification of new pricing will be done by Newsletter mail Outs.
- d. We can provide reasonable quantities of catalogues to assist with sales of product upon request.

## 3. Limitation of Liability

- a. We shall not be liable to the Dealer for any loss of profit or revenue incidental, consequential or special damages resulting from the Dealers purchase and release of products, including but not limited to, any of the foregoing, due to the return of any product  
by an end user for any reason, the failure of the product to conform to specifications or from error or defect of any product, otherwise arising out of the use of any product for any purpose, regardless of the type of claim or form of action, whether by contract,

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warranty, negligence or otherwise.

- b. We shall not be liable for any consequences or damages that may arise out of any product being used in a manner contrary to its design, instructions or direction from us, including, but not limited to, the use of incorrect consumables for products that require consumables to operate.

## 4. Additional Terms for Eventec Digital Displays or other specially ordered products or services

- a. Unless otherwise agreed in writing, orders will not commence until a 50% deposit is placed.

**The remaining 50%** balance is due upon arrival of the screen in the Eventec warehouse. This is approximately 8-12 weeks from ordering.

Updates regarding time frame can be supplied throughout the process if requested.

- b. By processing the deposit payment, you agree to our terms and confirm the screen as per the quotation including comments are correct.

Custom screens are considered approved if drawings are supplied and no

communication is made to action any adjustments within 3 business days of receiving.

- c. If any orders experience delayed payment of more than 10 business days from the date of landing as notified by Eventec, the following will be applicable;

(i) The purchaser will forfeit the order.

(ii) Eventec will sell the goods to recoup the loss and refund the deposit once sold minus any balance lost and a 2% ex GST fee of the refundable amount in administration fee.

- d. Unless discussed and confirmed with Eventec, any storage of more than 10 business days from landing will incur a storage fee of 15% ex GST per annum pro rata until the goods are shipped or collected. This fee is payable before release of goods.

- e. Eventec will supply some spare modules up to 1% with spare LEDs, suitable power supplies, sending cards and other components to be held at Eventec. Additional spares can be purchased at any time except modules which need to be ordered at the time of placing the deposit.

## 5. Product Warranty

- a. We warrant our products to be free from manufacturing defects in materials and workmanship.

- b. All warranty terms are as per invoice and begin from either the following points (which ever occurs first).

i. The date of which it is sold to an end user.

ii. 1 year from date of invoice.

iii. The date of which the product was opened for demonstration purposes.

- c. Warranty is void if label or Serial number is removed from the product.

- d. Warranty on battery components are limited to 3 months.

## 6. Loan and Demonstration Equipment

- a. We are happy to provide goods on loan for appraisal, demonstration etc. but due to the

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nature of loans, we have a formal loans policy, which will have to be adhered to at all times.

- b. Terms and conditions for this are available and to be agreed to at the time of arrangement

## 7. Returns Policy – Faulty Goods

We will provide service of faulty goods, subject to the following terms:

- a. If a problem occurs with a product, please contact us to obtain an RMA.
- b. Goods that are returned without an RMA Form may not be accepted and could be returned to the dealer at their expense.
- c. Faulty goods will be only be replaced at our discretion.
- d. Goods that are purchased over 7 days from invoice, or are out of warranty are not eligible for replacements unless covered by replacement warranty
- e. Any repair costs for goods not covered by warranty will be automatically authorised to be repaired if the value of repair costs are under 1.5 hours of labour. Otherwise they will be quoted for with a minimum of 0.5 hours of labour if the repair does not proceed.
- f. Freight costs for the return of faulty goods will be payable and arranged by the dealer.
- g. We will pay the freight costs for returning repaired goods or replacement units to you if the goods are covered by warranty and you are outside the metro area of the repairer and you have provided suitable packaging for the item.
- h. Items which have been deemed to have NO FAULT FOUND attract a 0.5 hour service fee and any addition freight costs.
- i. Warranty may be void due to but not limited to the following reasons
  - i. Physical Damage
  - ii. Improper Use
  - iii. Lack of maintenance
- j. Wear and Tear components are not covered by warranty

## 8. Returns Policy – Credits

We may at our own discretion accept returns for credit, subject to the following terms:

- a. If products are to be returned for credit, please contact your relevant sales representative first to discuss the matter.
- b. Please state clear reason for returning the product. Restocking fees WILL be applicable.
- c. Indent items or items which are specially ordered, are not returnable.
- d. Freight costs for returning goods to us will be payable and arranged by the dealer.
- e. Depending on the reason for credit, date of original invoice and condition of goods returned, restocking fees may be applicable. Please note any restocking fee will be applied at our discretion as per the below table.  
Goods must be in as new condition with all original packaging and accessories and UNMARKED BOX, even if wrongly ordered or wrongly supplied.

0% - Returned within seven (7) Days of invoice.

5% - Returned within fourteen (14) Days of invoice.

15% - Returned within one month (1) month of invoice.

25% - Returned within three months (3) months of invoice.

Goods invoiced over ninety (90) days will not be eligible to be returned for credit.

## 9. Termination

We may terminate a sales agreement by notice of the dealer upon insolvency,

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bankruptcy or receivership of the Dealer upon failure of payment by the Dealer.