

*Unless specified otherwise all sales are subject to the following Terms and Conditions; these form the purchase agreement between the buyer (you) and seller (Phoenix Prime Focus Pty Ltd).*

### **1) Crateage**

All products must be crated for transportation (road, sea, air freight). The crateage fee includes the necessary export fumigation required by customs authorities worldwide.

### **2) Freight**

Phoenix can organise to freight all consignments on request of the client. Freight costs quoted include delivery to customs in port of destination only. All Import and other local charges are to be borne by the client. All freight prices are current at the time of quotation and are valid for a period of 3 months. Phoenix will not be liable for any changes to shipping dates, route changes, delays or cancellations caused by the shipping company.

### **3) Prices**

Prices are determined at the time of quotation and are valid for a period of 3 months from the date of the quote. All pricing should be confirmed at the time of order and are subject to change without notice.

### **4) Ordering**

To accept a quotation please forward a purchase order clearly referencing the quote number or send confirmation of the quotation in writing. You will be sent an order confirmation prior to construction.

### **5) Variations**

Should the client request changes following the issue of an order confirmation, and/or deposit being paid, a fee may be imposed from the rate of \$200 upward depending on the stage of production and the type of change request.

### **6) Payment**

*6.1 Standard Product Models:* 50% of the invoice price must be paid when placing an order. Balance of payment by TT (Telegraphic Transfer) is required two (2) week prior to dispatch. Delays in payment will result in the change of shipping schedules and the inclusion of storage fees at the rate of \$80 per day if goods are not collected within 7 days of advised despatch date.

*6.2 Custom Product Items (as defined in the quotation):* 50% of the invoice price must be paid when placing an order. All custom deposits are non-refundable, you will also be sent a final product drawing for approval prior to construction. Balance of payment by TT (Telegraphic Transfer) is required one (2) weeks prior to dispatch. Delays in payment will result in the change of shipping schedules and the inclusion of storage fees at the rate of \$80 per day if goods are not collected within 7 days of advised despatch date.

*6.3* All items must be paid in full before delivery unless otherwise agreed. All payments must be made to the company without any deduction or discount other than as stated on the Proforma Invoice.

### **7) Letters of Credit**

Should you wish to pay by LC please contact us for standard credit requirements and terms. Payment using this method will incur an administrative charge of \$950 for processing, should the LC require legalisation by an Embassy an additional charge of \$370 will apply. This charge is subject to the invoice value.

### **8) Additional Documentation & Certificates**

In house Certificates of Origin and Quantity & Quality can be supplied at no addition cost however you require the Certificate of Origin to be stamped by an official Chamber of Commerce additional fees may

apply. Request of AANZFTA certificates may also attract additional processing fees, please contact our sales team for further information.

## 9) Warranty

*Stone Hearth Ovens, Custom Ovens, Tandoors, Duck Ovens, Rotisserie Ovens:* All ovens have a four (4) structural warranty on the oven body and a one (1) year warranty on the gas/electric system and related components as of date of shipment.

*Special Note:* Cracks that may appear in the oven roof are not considered product faults. It is very normal for refractory materials to form cracks due to thermal expansion and contraction. If the operator follows the correct initial warm up procedure (as outlined in the operation manual provided) they can often avoid cracks which form during the first firing. Due to the reinforced design and structural integrity any cracks that form will not affect performance or the longevity of the product.

*Char Grills & Specialty Cooking Appliances:* These items have a one (1) year guarantee on the structural body and related gas/electric systems and components as of date of shipment.

The warranty will not extend to cover any parts that are damaged in transit or due to improper or incorrect installation, malfunctioning electrical or gas supply systems, insufficiency of the flue/exhaust ductwork, negligence or improper use resulting in damage.

All claims need to be made in writing (email) or by phone to Phoenix Prime Focus within the specified warranty timeframes. Phoenix may request your assistance to further investigate claims and supply photographs and inspection reports to verify the reported issue or defect.

Where a warranty claim is verified Phoenix Prime Focus will supply and freight the appropriate replacement parts however excludes the cost of labour required to fit the replacement parts. Phoenix Prime Focus will not be responsible for any client loss of trade.

## 10) Bank Details

Account Name: Phoenix Prime Focus Pty Ltd  
Branch Number: 013 345  
Account Number: 208 025 637  
IBN/Swift Code: ANZBAU3M

## 11) Governing Law

These Terms and Conditions shall be governed by the law of Queensland (Australia) and the parties submit to the courts of Queensland in respect of any dispute arising.

### Product Safety Notes

#### Warning

Improper installation, adjustment, alteration, service or maintenance can result in property damage, injury or death. Please read the installation, operation and maintenance instructions supplied with the product before installing or servicing equipment.

#### Exhaust/Ductwork/Fan

All equipment must be vented in accordance with local and/or national fire codes. We strongly recommend that you consult local authorities regarding exhaust requirements and duct design for the oven.

It is the client/purchaser's responsibility to install the exhaust system for ovens, grills and specialty equipment. Phoenix Ovens are able to provide standard duct dimensions however all design and construction must be carried out in accordance with local authority regulations. The exhaust is best in a dedicated system. Quotations do not include exhaust fans, if required this should be supplied by others responsible for the supply and installation of the exhaust system.

**Oven External Facade/Cladding**

All ovens are supplied with adequate external ceramic insulation wool however unless requested do not include the external cladding/facade finish and will require an enclosure with a form of fire rated material surround. Please note that ventilated access panels are required to both above and below the oven (minimum size 600mm x 600mm). Our engineer is able to provide advice and instructions upon request.

**Regular Flue Maintenance**

It is critical that the flue be cleaned on three monthly intervals to reduce the danger of flue fire caused by the build up of soot and grease in the flue.

Please refer to the Maintenance section of the manual for details regarding how to access and clean the particle filter supplied with your oven.