

Terms and Conditions of Business and Sale

Teslonic Pty Ltd (trading as Teslonic)

Terms

1. These conditions of sale apply to all transactions between the Buyer and Teslonic, including all quotations, offers, orders or sales.
2. These conditions (which will only be waived or varied in writing signed by Teslonic) will prevail over all conditions of the transaction to the extent of any inconsistency.
3. 'Teslonic' where used herein means Teslonic Pty Ltd ABN 79 142 449 198 trading as Teslonic.
4. 'Buyer' where used herein means the person or entity who purchases, orders or otherwise deals with Teslonic in or related to the business of Teslonic.

Delivery

5. All deliveries shall occur on the basis of a written order between the parties. Any amendment to the order may result in a delay in delivery and may incur additional costs.
6. While Teslonic endeavours to keep delivery dates, any delay of delivery, for any reason whatsoever, will not entitle the Buyer to claim for any consequential loss or damage or to cancel, rescind or terminate the agreement.
7. Should circumstances beyond the control of Teslonic prevent or hinder delivery, Teslonic will be free from any obligation to deliver goods while such circumstances continue. For as long as such circumstances exist, Teslonic may, at its option, cancel, rescind or terminate all or any part of the contract or keep the contract on foot until such circumstances have ceased. Such circumstances beyond the control of Teslonic include, but are not limited to: strikes, lockouts, rebellions; fire; acts of God; shortages of raw materials; Government decrees, proclamations or orders; transport difficulties; and failures or malfunctions of computers or other information technology systems.
8. Teslonic reserves the right to over-supply or under-supply any order within reasonable limits. The Buyer will pay for any such over-supply at the unit price for the delivered goods.
9. Where goods are ordered for delivery by instalments, each instalment delivery is deemed to be a separate order and a separate contract performed by Teslonic upon delivery of that instalment.

Prices

10. All prices quoted shall be inclusive of GST unless otherwise stated. Teslonic reserves the right to make price variations without prior notice. However as a general rule price increases or decreases shall be notified 3 months in advance.
11. All ancillary disbursements and delivery costs including but not limited to freight charges, insurance, transit fees, licences and authentications shall be borne by the Buyer.

Risk

12. Risk in each order will pass to the Buyer upon delivery of that order to the Buyer or upon collection of that order by the Buyer's agent or courier as the case may be.
13. Where, in accordance with these terms, Teslonic accepts return of any goods, risk in those goods will revert to Teslonic upon delivery of the goods to Teslonic or upon collection of the goods by Teslonic's agent or courier as the case may be.
14. Any property of the Buyer's under Teslonic's custody or control will be entirely at the Buyer's risk as regards loss or damage caused to the property or by it.

Retention of Title

15. Notwithstanding delivery of the goods to the Buyer, until the Buyer has effected full payment for the goods and any other goods previously supplied by Teslonic:
 - (a) legal title to the goods will remain with Teslonic;
 - (b) the risk in the goods will pass to the Buyer on delivery to the Buyer or its agent;
 - (c) the relationship between Teslonic and the Buyer will be fiduciary;
 - (d) the Buyer will:
 - (i) hold the goods as bailee for Teslonic;
 - (ii) keep these goods separate from other goods; and
 - (iii) label the goods so that they are identifiable as the goods of Teslonic;
16. The Buyer is not an agent of Teslonic in any sale of the goods by the Buyer, unless Teslonic can provide evidence that they have by written agreement appointed the Buyer as their agent.
17. After the happening of an Event of Default, Teslonic may without demand retake possession of the goods and may without notice sell the goods on such terms and in such manner as it determines and will be entitled to deduct all expenses incurred. For the purposes of recovering possession and without limiting the generality of the foregoing, the Buyer irrevocably authorises and licenses Teslonic and its servants and agents to enter any premises where any goods may be stored and to take possession of the goods.

Acceptance of Goods

18. The Buyer will inspect the goods immediately upon delivery to the Buyer or upon collection of that order by the Buyer's agent or courier as the case may be.
19. All claims against Teslonic regarding the quality, nature, fitness, suitability, conformance with description or defects of the goods must be made in writing to Teslonic within 7 days of delivery. Teslonic does not accept liability for any such claim not made in accordance with these terms.
20. In the event of justified objection notified by the Buyer to Teslonic in accordance with these terms, Teslonic may, at its option:
 - (a) reduce the purchase price by agreement with the Buyer;

- (b) accept the return of the goods and, subject to the goods being returned in the same condition as when they were delivered to the Buyer, refund to the Buyer the purchase price; or
- (c) replace the goods

and no additional claims of any nature whatsoever may be made against Teslonic.

Advice and Information

21. Any advice, recommendation, information, assistance or service given by Teslonic in relation to goods sold or manufactured by Teslonic or their use or application is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but is provided without any warranty of accuracy, appropriateness or reliability and Teslonic does not accept any liability or responsibility for any loss suffered from the Buyer's reliance on such advice, recommendation, information, assistance or service.

Trade Practices Act

22. The terms in these conditions of sale that exclude or limit the owner's liability will apply only to the extent permitted by law. Provisions of the *Trade Practices Act 1974 (Cth) (as amended)* and other statutes from time to time in force cannot be excluded, restricted or modified or can only be restricted or modified to a limited extent. These conditions of sale must be read and construed subject to any such statutory provisions. If any such statutory provisions apply, then to the extent to which the owner is entitled to do so, its liability under those statutory provisions will be limited at its option to:
- (a) the replacement of the goods or the supply of equivalent goods; or
 - (b) the repair of the goods; or
 - (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (d) the payment of the cost of having the goods repaired.

Warranty

23. The FOSTAC MAXIMUS® has no moving parties. It is based on the most up to date state of the art in quantum physics. In addition, the use of first class materials guarantees the highest level of operational safety. All device models are internationally certified and approved. Teslonic therefore provides a two year warranty against all production or material defects under normal conditions of use starting from the date of purchase. The warranty is limited to the cost-free replacement of defective parts. Damage resulting from improper use (e.g. incorrect connection) or from failure to comply with statutory regulations governing installation or the instructions provided (if any) for installation is not covered. This warranty will only be honoured if the claim is made directly to Teslonic. The warranty will not cover repairs, unless carried out by official Teslonic Representatives. Any installation, de-installation or transportation costs shall in this case be borne by the Buyer. The proof of purchase (receipt or invoice) is an integral part of the certificate of warranty and is required to effect the warranty.

In many cases the FOSTAC MAXIMUS® requires a certain running-in period, on occasion up to several months, until the device becomes fully operational. Therefore in addition to the warranty we also provide a two year right of return, effective from the date of purchase.

Where the Buyer is not satisfied the device may be returned to Teslonic after two years in return for reimbursement of the purchase price only. This right of return expires after a period of two years and three months. All installation and de-installation costs, as well as transport costs, shall be borne by the Buyer. Where the device returned has been damaged, an amount to be determined by Teslonic Pty Ltd shall be deducted for its repair.

Assembly

24. The assembly and rendering operational of the FOSTAC MAXIMUS® device is not included in the purchase price. Teslonic has the details of suitable installers and will provide these upon request. Teslonic recommends and only works with certified electrical installers for the installation of the device.

Technical documentation

25. All technical documentation (charts, plans, brochures etc.) remains the intellectual property of Teslonic and may neither be copied nor disclosed to third parties. Illustrations, measures, standard diagrams and weights are not binding and Teslonic reserves the right to introduce design modifications. Materials may be replaced by other equivalent components. This shall be without prejudice to sketches of measurements specified as binding in the written order.

Governing Law and Jurisdiction

26. This Deed is governed by the laws of New South Wales.
27. Each party irrevocably submits to the non-exclusive jurisdiction of the Courts of New South Wales in the event that a dispute arises between them that cannot be resolved through good faith without prejudice negotiations.