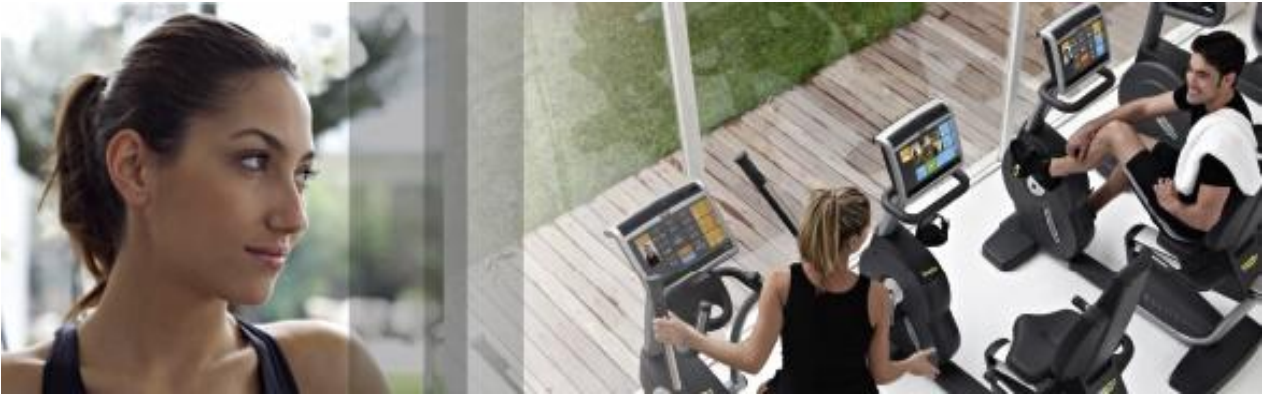


Your Wellness Business Partner



Technogym proposal for:
THE PAVILION ON THE HARBOUR

Prepared by
Aanna Malamas



The Wellness Company

PROPOSAL FOR THE PAVILION ON THE HARBOUR

Customer Name	THE PAVILION ON THE HARBOUR	Ref #	17061215 / 0001623688
Cust. Code		Date	14/08/18
Contact	PHIL JOHNSTON	Expiry Date	13/10/18
Billing Address		Destination	THE PAVILION ON THE HARBOUR 12 GLEN ST 2061 MILSONS POINT Australia
Telephone	0434715861		NSW
Technogym Ref.	Aanna Malamas amalamas@technogym.com	Ship to Customer Code	

Equipment

Cardio Line

DESCRIPTION	Price	QTY	NET AMOUNT
JOG FORMA Jog with Hand Sensors Power Supply: 200-240 V - CE, Display: Led, Reader: QR, Frame: Anthracite, Carter: Trend, Language: British English, Packaging: Overseas + Australian Plug 	7,500.00	1.00	5,625.00
Code: DEJ4ELQAN00R0UKA			

Cardio Line Total Excl GST 7,500.00 1 AUD 5,625.00

SKILL LINE

DESCRIPTION	Price	QTY	NET AMOUNT
SKILLROW 	4,500.00	1.00	3,600.00
Code: DJR0NDTANEAENR2			

SKILL LINE Total Excl GST 4,500.00 1 AUD 3,600.00

Services

Delivery & Installation

DESCRIPTION	Price	QTY	NET AMOUNT
Delivery & Installation Code: Y010	600.00	1.00	600.00

Delivery & Installation Total Excl GST 600.00 1 AUD 600.00



The Wellness Company

Your Wellness Solution Value	
Gross Total GST excl.	12,600.00
Net Total GST excl.	9,825.00
GST	982.50
Net Total GST incl. (10%)	AUD 10,807.50
Ref #: 17061215 / 0001623688	Cust. Code:
THE PAVILION ON THE HARBOUR - 15/08/2018	

Proposal Terms

The pictures and any other figurative representations of products contained in this offer are purely an indication and may contain inaccuracies. More accurate information and details of the offered products are contained in the description section.

Payment

Payment Method	Payment Term	%	Expiration Date
RBT - Bank transfer	D01 - Deposit + Bal. before install	20.00	\$ 2,161.50
RBT - Bank transfer	D01 - Deposit + Bal. before install	80.00	\$ 8,646.00

Delivery Terms

Customer Proposed Delivery Date: W/C: **09/02/19**

Note (Field to be used in case of different proposal from the client)

General notes:

Please be informed that Technogym may not accept a proposed delivery date earlier than "30" weeks starting from the order acknowledgement and receipt of the full down payment, if applicable. Moreover, please also kindly note that the actual delivery time may vary due to maritime delays which is beyond our control, in such circumstance Technogym will endeavor to notify the customer well in advance of such delays. In any case, Technogym will confirm the applicable delivery date only on the order acknowledgement. Delivery date is intended as any of the days within the relevant week (week starts from Monday to Sunday).

Delivery Terms: DDU - D.D.U.

Name:

Aanna Malamas.....

Signature for acceptance

.....

Technogym Australia Pty Ltd

Building E, Suite E204
24-32 Lexington Drive Bella Vista NSW 2153
Tel: +61 (02) 8883 0172
Fax: +61 (02) 9672 6410
E-mail: info.au@technogym.com
Bank: Westpac - BSB: 032 164 - Account Number: 215346

Role:

THE PAVILION ON THE HARBOUR

Date:



The Wellness Company

1. GENERAL

- a. Any contract entered into by Technogym Australia Pty Ltd ("the vendor") for the supply of goods or services is subject to these conditions. No purported variation of the terms will be effective unless confirmed in writing by the vendor.
- b. In the event of any conflict or inconsistency between these terms and conditions of trading and the terms of your order, these terms and conditions prevail, unless otherwise agreed by the vendor in writing.
- c. Telephone order must be confirmed in writing. No responsibility can be accepted for inaccuracies of order given by telephone.

2. DEFINITIONS

In these conditions the expression "the order acknowledgement" shall mean the form sent in accordance with these conditions under clause 3 and the expression "the customers", shall have the meaning shown in the order acknowledgement.

3. ACCEPTANCE

- a. No order shall be deemed accepted by the vendor unless received in writing. Only when the vendor has notified the customer of acceptance of the written quote shall the contract between vendor and the customer be deemed to be made.
- b. Any quotation issued by the vendor shall be open for acceptance at any time during the validity period shown the quotation. After the expiration of the validity period of the quotation, the quotation is deemed to have been withdrawn by the vendor.
- c. Any quotation is made on the understanding that it will be accepted in full. In the event of partial acceptance of the quotation by the customer a written revised quotation may be sent by the vendor to the customer.

4. SELLERS QUOTATIONS

Unless previously withdrawn, the vendor's quotation remains open for acceptance within the period expressly stated on the quotation. The seller reserves the right to refuse any order based on this quotation within 14 days after acceptance, of this quotation, by the customer.

5. PRICE

- a. Unless otherwise stated all prices quoted by the vendor are INCLUSIVE of Goods and Services Tax (GST).
 - i. If the seller makes any alteration to the price of the goods or to any of their inputs either before acceptance of or during the currency of the contract, these alterations are for the buyer's account.
 - ii. All prices shown on the vendor's price list shall be subject to variation without notice.
 - iii. Goods are invoiced at the price ruling at the time order.
 - iv. Prices do not include installation unless expressly stated on the quotation.

6. PAYMENT TERMS

- a. The amount payable, pursuant to the quotation, is payable as follows:
 - i. A twenty five percent (25%) deposit is to be paid by the customer, when the quote issued by Technogym Australia is accepted by the customer.
 - ii. Fifty percent (50%) of the net amount of the total quotation is due within 42 days of order being placed and prior to the order being dispatched by the manufacturer.
 - iii. The balance, being the remaining twenty five percent (25%) is due and payable upon delivery and before installation of the goods.
- b. The time for payment shall be the essence of the contract. In the event of default in payment by the due date the vendor reserves the right at any time to impose an interest charge of ten percent (10%) per annum, calculated daily on monies overdue, and to suspend delivery or terminate the contract in respect of any of the equipment remaining undelivered.

7. DELIVERY / DELAY:

- a. The vendor shall not be liable for any delay or for any consequence of any delay on production or delivery of any goods if caused by fire, strikes, lockouts, dispute with workmen, flood, accidents, delay in transport, shortage of fuel, default of supplier, inability to obtain material, embargo act or demand of any government, government department or local authority as a consequence of war or of hostilities, (whether war be declared or not) or by any Act of God or by any other matter whatsoever beyond the vendors reasonable control.
- b. If any such delay occurs then (unless the cause frustrates or rendered impossible or illegal the performance of this contract or otherwise discharges it) the period for the vendor to perform its obligations shall be extended by such period (not limited to the length of the delay) as the vendor may reasonably require to complete the performance of its obligations.
- c. The seller is not liable for any loss, damage or delay occasioned to the buyer or its customers arising from late or non-delivery or late installation of the goods.
- d. The equipment shall be at the customer's risk as from the moment of delivery to the customer's premises.
- e. Claims for loss or damage to the equipment in transit shall be made by the customer directly to the vendor, in writing, within 7 days of receipt of the equipment.
- f. Failure to comply with one or more delivery dates shall not be deemed to be a repudiation of the balance of the contract.
- g. The vendor reserves the right to charge storage where the customers delays installation, equivalent to the amount incurred by the vendor, with respect to same.
- h. Part delivery does not constitute grounds for rescission and / or repudiation, by either party.

8. RETURNED GOODS

The seller is not under any duty to accept goods returned by the buyer and will do so only on terms to be agreed in writing in each individual case.

9. GOODS SOLD

All goods to be supplied by the seller to the buyer are as described on the accepted quotation and the description on such quotation modified as so agreed prevails over all other description including any specification or enquiry of the buyer.

10. CANCELLATION

- a. Cancellation of an order within seven days of the deposit being paid will result in a full refund of the deposit amount paid. Cancellation after this time cannot be accepted and payment must be made in full, being the full amount stated on the quotation.
- b. Cancellation of any order by the customer for whatever reason shall entitle the vendor to recover any ancillary costs and expenses incurred in recovering same.

11. TRANSFER OF TITLE:

- a. Although the customer may acquire possession of the goods, ownership and the title shall not pass to the customer until the customer paid all debts in full due to the vendor. Until such time the customer shall:
 - i. Hold the goods in a fiduciary capacity as agent for the vendor and shall be accountable to the vendor for the proceeds of sale of such goods.
 - ii. Not sell/on-sell the products to any 3rd party, without the express written consent of the vendor.
 - iii. Not remove the equipment / goods from the place where the goods were delivered by the vendor, without the express written consent of the vendor.
 - iv. In the event of any breach of this clause, if requested by the vendor, permit the vendor to enter the premises where their equipment and goods are being stored and permit removal of the equipment or goods into the vendor's possession.
 - v. Not sell, charge, or otherwise dispose of the equipment (except if it is the express wish of the vendor so to do), shall keep the equipment safe and insured at its own expense and shall return the equipment to the vendor on demand.

12. CLAIMS

- a. Any claim by the customer that the equipment supplied does not conform to contract must be made in writing within 7 days of delivery. The equipment concerned shall not be subject to any process nor disposed of until the vendor has had the opportunity to make an inspection and / or test the equipment. The customer should examine the equipment upon delivery and if items are damaged or missing should state details on the goods received note.
- b. If the equipment is found to be defective, the vendor shall at its option replace them or credit the customer with their invoiced value or part thereof and this shall be the limit of the vendor's responsibility.
- c. In event of non-payment or other default by the purchaser the vendor shall be entitled to recover all legal costs incurred thereby on an indemnity basis.
- d. The seller's liability for a breach of a condition or warranty implied by Div 2 of Pt V of the Trade Practices Act 1974 (other than s89) is limited to any one or more of the following:
 - i. The replacement of the goods or the supply of equivalent goods;
 - ii. The repair of the goods;
 - iii. The payment of the cost of replacing the goods or of acquiring equivalent goods; the payment of the cost of having the goods repaired.

13. WARRANTY AND EXCLUSIONS

- a. The vendor warrants the equipment, excluding any refurbished equipment (including "Still Novo" products), to be free of defects in materials and workmanship for a period of two years from the date for delivery. During such period any servicing or rectification required due to such defects shall be done by the vendor without charge. The vendor, however, will not accept responsibility for defects which are a result of:
 - i. The equipment having been serviced by persons other than those approved by the vendor.
 - ii. Use of replacement parts, additional part and accessories other than those approved by the vendor.
 - iii. The equipment not being properly maintained/serviced regularly (pursuant to vendors advice);
 - iv. The equipment having been adapted for use or operated in such a way that does not conform with the recommendations of the vendor.
- b. In no circumstances whatsoever shall the vendor, its employees or the agents be liable for any special indirect or consequential damage arising out of any matter contained, implied or referred to herein.
- c. The vendor warrants all refurbished equipment, including "Still Novo" products to be free of defects in materials and workmanship for a period of twelve months from the date for delivery. During such period any servicing or rectification required due to such defects shall be done by the vendor without charge. The vendor, however, will not accept responsibility for defects which are a result of:
 - i. The equipment having been serviced by persons other than those approved by the vendor.



The Wellness Company

- ii. Use of replacement parts, additional part and accessories other than those approved by the vendor.
 - iii. The equipment not being properly maintained/serviced regularly (pursuant to vendors advice);
 - iv. The equipment having been adapted for use or operated in such a way that does not conform with the recommendations of the vendor.
 - v. Still Novo products are those products that have been re-furbished by the vendor prior to sale.
- d. For clarity, clauses 13(a) and 13(b) relate to all brand new products and clauses 13(c) and 13(d) relate to re-furbished products.

14. MISCELLANEOUS

- a. The customer shall not assign any rights or delegate any duties hereunder.
- b. The vendor reserves the right to sub-contract any or all of its obligations hereunder.

15. PROPER LAW

This agreement is subject to the law of the state or territory of Australia in which this document is issued.

16. AMENDMENTS

This agreement is not to be amended except in writing signed by each of the parties.