

Terms of Business

The Lowell Mallory Group Pty Ltd - TERMS AND CONDITIONS

1. The Lowell Mallory Group Pty Ltd is an Australian registered company, ("the Company").
2. These terms apply to all sales of the Products to the exclusion of all other conditions save insofar as they have been varied by the Company in writing.

3. Timing of Delivery.

The Company will endeavour to meet any agreed time for the delivery of Products to its customers but it is not responsible for any delays caused by circumstances beyond its reasonable control.

4. Accuracy of product specification.

The Customer undertakes that it has provided all information reasonably needed for the Company to evaluate its requirements and that all information so provided is full and accurate.

The Customer will be asked to confirm in writing that the specification discussed and presented in writing, is the required specification and product.

The Company will not accept any liability, or cost, where the Customer has accepted an Order specification, or, the Company has begun production, or, supplied the product, and the Customer requests a change in specification due to desire or error.

5. Prices and Terms

All invoices are due for payment before the goods are shipped, unless, alternative Terms have been agreed in writing.

Payment of a deposit may be requested for large orders or where customised specifications are incorporated.

Details for EFT payment are provided for on supplied Quotes and Invoices, and are available on request.

Payment by credit or debit card (VISA or MasterCard) is available. A transaction fee will be charged in addition to the Invoice. That fee may vary from time to time subject to the merchant facility fees and charges.

Where relevant, any prices quoted do not include importation duties (if any) that apply. Such duties are for the Customer's account.

6. Title/Delivery

Title to the Products will pass upon proper despatch to the customer and delivery shall take place when the Products have been received by the customer and they have had a reasonable amount of time to inspect them. Customers are required to give notification to the Company within 7 days of delivery of the Products if the Products appear to be damaged or they have any reason to believe that the Products will not function properly.

7. Warranty

- a. VHF tracking transmitters are warranted for ½ of the calculated battery life, in days. Up to a maximum of 2 years.
- b. New and first cycle refurbished GPS collars are warranted for one year from the time of shipment, or from the calculated minimum battery life, whichever occurs first. GPS collars can be refurbished up to three times.

For other GPS equipment, please consult the model data sheet.

- c. New and used receivers and new battery packs are warranted for one year from date of purchase. Repaired receivers are warranted for thirty (30) days from date of return shipment.
- d. Other warranties are only valid supplied in writing.

8. Limitation of Liability

The Company shall have no liability to a customer for any indirect or consequential loss arising out of a breach (including liability for any damages arising out of the inability of the customer to proceed with any planned experimentation) in respect of which the customer should insure.

9. Privacy Statement

To supply the equipment you need to the correct address, we maintain a database of your contact details. This data is held secure for our use, and no information is passed to any third party. Your records are available to you, on request.

All dealings and communications between the Company and the Customer are considered confidential.