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## Terms & Conditions

### 1 Work

- 1.1 The parties agree that BM is to complete the Work for the Customer, subject to and in accordance with the terms of this Agreement.
- 1.2 BM will endeavour to:
  - a. commence the Work on the Estimated Commencement Date. However, BM may vary the Estimated Commencement Date at any time, provided it notifies the Customer of the new Estimated Commencement Date;
  - b. complete the Work within the Estimated Timeframe. However, BM may vary the Estimated Timeframe at any time, provided it notifies the Customer of the new Estimated Timeframe;
  - c. only vary the Estimated Commencement Date and/or Estimated Timeframe if BM determines it is practical, reasonable and necessary to do so.
- 1.3 The Customer may, at any time, request that BM carry out Additional Work, which, if agreed to by BM, will be carried out subject to the terms of this Agreement.
- 1.4 Additional Work will not be undertaken until BM has notified the Customer of the scope of the Additional Work and any associated fees and costs to be paid in addition to the Purchase Price (**Additional Fees**).
- 1.5 BM will notify the Customer when the Work has been completed (**Completion**).

### 2 Inspection of Property

- 2.1 The Customer may inspect the Property and the progress of the Work at the Premises on a reasonable number of occasions at any time during BM's regular trading hours and upon receiving notice of Completion.
- 2.2 The Customer must minimise any interruption to BM's business when at the Premises.

### 3 Collection of Property

- 3.1 The Customer, or its nominee, must collect the Property within 14 days of receiving notice of Completion.
- 3.2 The Customer must ensure that BM is notified in advance of any nominee collecting the Property on their behalf.
- 3.3 BM may elect not to release the Property to a nominee of the Customer unless it has received notice pursuant to clause 3.2.
- 3.4 Risk in the Property passes to the Customer upon the Property leaving the Premises.
- 3.5 Title in the Goods passes to the Customer upon BM receiving payment of all amounts due to it under this Agreement in full.
- 3.6 Until BM receives payment of all amounts owing to it under this Agreement by the Customer, BM:

- a. may withhold and retain possession of the Property; and
  - b. exercise a general possessory lien over the Property.
- 3.7 The Customer must do all things necessary to give effect to BM's rights under clause 3.6.
- 3.8 BM may charge the Customer a storage fee of \$30 per day for any Property which has not been collected by the Customer within 14 days of receiving notice to do so from BM (**Storage Fees**).
- 3.9 BM may deal with any uncollected goods (including the Vehicle) in accordance with the *Disposal of Uncollected Goods Act 1967*.

#### 4 **Payment Terms**

- 4.1 In consideration for BM undertaking the Work, the Customer must pay BM the Purchase Price.
- 4.2 The Customer must pay the Purchase Price by way of paying:
- a. the Deposit upon signing this Agreement;
  - b. the Progress Payment within seven days of receiving:
    - i. notice that the Work is at least 50% completed; and
    - ii. a tax invoice for the Progress Payment; and
  - c. the Balance within 14 days of receiving:
    - i. notice of Completion; and
    - ii. a tax invoice for the Balance.
- 4.3 The Customer must pay any Additional Fees within 14 days of receiving a tax invoice for the Additional Fees.
- 4.4 Except where expressly specified otherwise in this Agreement, the Customer must pay any amount due to BM under this Agreement on demand.
- 4.5 The percentage of the Work which has been completed, for the purpose of clause 4.2 b.i will be as determined by BM, acting reasonably.
- 4.6 Unless otherwise agreed, all amounts payable under this Agreement must be paid by direct deposit to the account nominated by BM on the relevant tax invoice.
- 4.7 BM may charge interest on any amount owed by the Customer which is overdue by more than 14 days at a rate of 5% per month. Interest accrues from the due date of the overdue amount until that amount plus any accrued interest is paid in full.
- 4.8 The Customer must pay all amounts due to BM without deduction, set off or counterclaim.

#### 5 **GST**

- 5.1 Terms in this clause have the same meaning as given to them in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- 5.2 Unless otherwise specified in this Agreement, all amounts are quoted exclusive of GST and are in Australian dollars. Where the provision of BM's goods or services constitutes a Taxable Supply, the Customer must pay to BM, in addition to any amount payable under this Agreement, any GST on the Supply at the same time and in the same manner in which the Customer pays any amount payable under this Agreement to BM.
- 5.3 BM will provide the Customer with a Tax Invoice for any Supply.

## **6 Insurance**

- 6.1 BM will maintain current public liability and general business protection insurances (including fire, damage and theft) over the Premises which will also cover the Property whilst on the Premises.
- 6.2 The insurances obtained by BM under clause 6.1 will be those reasonably prudent for the business carried on by BM.

## **7 Customer's Obligations**

- 7.1 The Customer must:
- a. promptly provide BM, upon request, with any information or instructions BM reasonably requires to carry out the Work;
  - b. arrange for removal of the Property from the Premises when required to do so under this Agreement. Whilst BM may, upon request, provide details of third party shipping or freight companies, the Customer is solely responsible for removal of the Property and does so at its own cost and risk;
  - c. ensure that, at a minimum, the Vehicle is and has compulsory third party insurance coverage throughout the term of this Agreement;
- 7.2 The Customer warrants and represents to BM that it:
- a. is the owner of the Vehicle, or is otherwise authorised to handover possession of the Vehicle to BM for the purposes of this Agreement;
  - b. has read the Product Notes prior to signing this Agreement and, where the Product Notes are applicable to the Work, accepts the risk thereof;
  - c. has had the opportunity to obtain independent legal advice in relation to this Agreement.
- 7.3 The Customer is solely responsible for ensuring that, both before and after the Work is completed:
- a. the Customer has obtained any permits, licenses or approvals necessary to use the Property in connection with their business and in accordance with all applicable laws; and
  - b. the Vehicle is legally roadworthy and in particular meets any gross vehicle mass and payload limit legislation applicable to the Vehicle;
- 7.4 The Customer is solely responsible for ensuring the Goods are properly serviced and maintained from Completion onwards.

## **8 Suspension**

- 8.1 BM may suspend the Work where:
- a. the Customer fails to meet any of its obligations under this Agreement, including where any payment to BM is overdue (in addition to any other rights BM may have);
  - b. the Customer issues a termination notice pursuant to clause 9.3;
  - c. a Delay Event occurs, in which case:
    - i. BM must promptly advise the Customer of the particulars of the Delay Event and how long BM anticipates it will continue for;
    - ii. BM may vary the Estimated Timeframe pursuant to clause 1.2 b);
    - iii. BM will not be liable to the Customer, or in breach of its obligations under this Agreement due to the Delay Event; and

- iv. either party may terminate this Agreement by notice to the other if the Delay Event subsists continuously for 90 days or more, provided that the Customer pays BM for that part of the Work undertaken up to the date of termination; or
- d. the parties otherwise agree in writing to the suspension.

## 9 Termination

- 9.1 Unless terminated earlier, this Agreement commences on the date this Agreement is signed by both parties and will expire once BM has completed the Work and the Customer has paid all amounts due to BM.
- 9.2 BM may terminate this Agreement immediately if the Customer commits any of the following acts of default:
  - a. fails to pay any amount to BM when it is due to be paid under this Agreement;
  - b. breaches a term of this Agreement (other than a breach under clause 9.2 a or c) and fails to remedy that breach within seven days of receiving notice to do so from BM;
  - c. breaches a term of this Agreement that cannot be remedied; or
  - d. suffers an Insolvency Event.
- 9.3 The Customer may terminate this Agreement at any time by notice to BM, provided that any termination under this clause will not become effective until the Customer has paid:
  - a. BM for the Work completed to date, such amount being a proportion of the Purchase Price determined by BM acting reasonably;
  - b. to BM any other amounts due to BM under this Agreement including any Additional Fees, Storage Fees and interest; and
  - c. BM's reasonable costs and losses arising in connection with the termination.

## 10 Effect of termination

- 10.1 On and from the effective date of termination of this Agreement, BM will cease undertaking the Work.
- 10.2 Unless required by law or otherwise agreed to by BM, no amount paid to BM by the Customer under this Agreement will be refunded upon termination of this Agreement.
- 10.3 BM may withhold and appropriate to itself the amounts specified in clause 9.3 from any amount which BM refunds to the Customer.

## 11 Warranties

- 11.1 All Goods supplied as part of the Work will be provided with any warranty against defects offered by the third party manufacturer of those Goods, such warranty being subject to the warranty terms set by that manufacturer (**Manufacturer Warranty**).
- 11.2 A Manufacturer Warranty is provided by the relevant manufacturer to the Customer directly. Unless required by law, BM may, but is not obliged to, accept the return of any Goods on behalf of a manufacturer for the purpose of processing a Manufacturer Warranty.
- 11.3 The Customer warrants that it has made sufficient enquiries, prior to signing this Agreement, to satisfy itself as to the terms of any Manufacturer Warranty applying to Goods provided under this Agreement.
- 11.4 Upon Completion, BM will provide the Customer with all contact details and documentation which BM has received from a manufacturer of Goods which the Customer may require to make a warranty claim with that manufacturer.

- 11.5 BM does not provide the Customer with any warranties or guarantees with respect to the Work or Goods except where required by law.

## 12 Liability

- 12.1 To the maximum extent permitted by law, BM does not provide any guarantee, warranty or make any representation with respect to the Work or Goods. Specifically, BM does not warrant, guarantee or represent that the Goods or Work are of any particular quality or standard or are fit for any purpose.
- 12.2 To the maximum extent permitted by law, BM disclaims, and the Customer agrees to release BM, its officers, representatives, agents, contractors and employees from all liability for any Claim, howsoever arising directly or indirectly in connection with the Work or Goods, including, but not limited to:
- a. any defect or failure of the Work or Goods except to the extent that any grossly negligent act or omission of BM caused or contributed to the Claim arising;
  - b. failure of the Vehicle to obtain or comply with any applicable laws, regulations, permits, consents or approvals;
  - c. any delay in completing the Work;
  - d. any variations to the Work pursuant to clause 15.2;
  - e. the Goods being unsuitable for the Vehicle in any way; and
  - f. reliance by the Customer on any statement or other representation by BM other than that made in this Agreement.
- 12.3 This Agreement does not purport to limit any non-waivable rights that the Customer may be entitled to by law. Where applicable to the Customer, the Work comes with guarantees that cannot be excluded under the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*. The Customer may be entitled to a resupply or refund for a major failure of the Work. The Customer may also be entitled to compensation for any reasonably foreseeable loss or damage caused by a failure of the Work. Where BM's liability cannot be fully excluded by law, BM limits its maximum liability, at BM's option, to the:
- a. supply of the Work again;
  - b. payment of the cost of having the Work supplied again;
  - c. replacement of the Goods or the supply of equivalent goods;
  - d. repair of the Goods; or
  - e. payment of the cost of having the Goods replaced or repaired.

## 13 Indemnity

- 13.1 The Customer indemnifies and holds harmless BM for and against any Claim which BM suffers or incurs arising out of or in connection with:
- a. a breach of this Agreement by the Customer; and
  - b. use of the Property by the Customer or any third party (other than an agent of BM).
- 13.2 The indemnity given by the Customer in clause 13.1 is reduced to the extent that any grossly negligent act or omission of BM caused or contributed to the Claim arising.

## 14 Dispute Resolution

- 14.1 If a dispute arises in relation to the rights and obligations of the parties under this Agreement (other than where a right of termination has arisen pursuant to clause 9.2, (the **Dispute**), the

party raising the Dispute, must, in the first instance, provide the other party with details of the Dispute (**Dispute Notice**).

- 14.2 The parties must use their best endeavours and act in good faith to attempt to resolve the Dispute within 30 days from receipt of the Dispute Notice (**Dispute Period**), before either party can initiate legal proceedings or take any other action in relation to the Dispute.

## 15 Variations

- 15.1 Except where provided otherwise herein, the terms of this Agreement may only be varied by written Agreement between the parties.
- 15.2 Whilst BM will endeavour to carry out the Work as per the Quote, the Customer acknowledges and accepts that minor variations to the Work may arise from time to time for reasons such as:
- a. availability of components;
  - b. size, weight or material restrictions;
  - c. changes to specifications which are practically necessary to complete the Work; and
  - d. the need to transport the Vehicle between the Premises and the premises of a contractor or agent of BM for the purposes of the Work.
- 15.3 BM will pass on any expenses BM incurs as a result of variations under this clause 15 to the Customer as an Additional Fee, but will seek the Customer's approval in advance for any variation cost which exceeds \$200.

## 16 Notices

- 16.1 Notices given under this Agreement:
- a. must be in writing and in readable English; and
  - b. may be delivered to a party by hand, prepaid post or by email to that party's address or email address as shown in this Agreement or to such other address or person as a party may specify by notice given in accordance with this clause.
- 16.2 A notice is taken to be duly given and received:
- a. if delivered by hand, when delivered; or
  - b. if delivered by prepaid post, five days after being deposited in the mail with postage prepaid;
  - c. if delivered by email, when sent, provided the sender has not received notice of any failure of the notice to send.
- 16.3 Despite clause 16.2, notices received after 5 pm in the place of receipt or on a non-Business Day are taken to be received at 9 am on the next Business Day.

## 17 General

- 17.1 Except as expressly provided to the contrary in this Agreement, nothing in this Agreement will constitute the parties as principal and agent, employer and employee, partners or otherwise liable for the acts or omissions of any other party.
- 17.2 This Agreement records the entire Agreement between the parties in relation to its subject matter. It supersedes all prior contracts, arrangements, understandings or negotiations by, or between, the parties in relation to the subject matter of this Agreement.
- 17.3 Each party must (at its own expense) do all things that any other party reasonably requires of it to give the other party the full benefit of any obligations owed to the other party and expressed in this Agreement.

- 17.4 This Agreement and any variation of this Agreement may be executed and take effect in two or more counterparts, each of which when taken together, will constitute one and the same instrument.
- 17.5 Clauses 12, 13, 17 and 18 survive termination or expiry of this Agreement.
- 17.6 The failure, delay or omission by a party to exercise, or to partially exercise, a right, power or remedy under this Agreement does not operate as a waiver of that right, power or remedy. A party which exercises, or partially exercises, a right, power or remedy maintains its right to further exercise the same right, power or remedy or to exercise another right, power or remedy. A party waives a right, power or remedy only by explicitly doing so in a written notice to the other party and the waiver is strictly limited to the matters specified in the notice.
- 17.7 The rights, powers, authorities, discretions and remedies of a party under this Agreement do not exclude any other right, power, authority, discretion or remedy.
- 17.8 If any provision of this Agreement is determined by a court or other competent tribunal or authority to be illegal, invalid or unenforceable then:
- a. where the offending provision can be read down so as to give it a legal, valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result;
  - b. where the offending provision cannot be read down then that provision must be severed from the Agreement in which event, the remaining provisions of this Agreement operate as if the severed provision had not been included; and
  - c. the legality, validity or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction is not affected,
- but only to the extent that is consistent with giving substantial effect to the intentions of the parties under this Agreement.
- 17.9 This Agreement is governed by the law of Queensland, Australia. Each party submits to the jurisdiction of the courts in Queensland in connection with matters concerning this Agreement.
- 17.10 Unless expressly stated otherwise in this Agreement, the Customer must not assign, transfer, novate, dispose of, declare a trust over or otherwise create an interest in its rights under this Agreement without the prior written consent of BM.
- 17.11 BM may delegate or sub-contract any part of its obligations under this Agreement to its employees, agents, contractors or other third parties at its own expense.

## 18 Definitions and interpretation

### 18.1 Definitions

In this Agreement, the following definitions will apply:

<b>Additional Work</b>	means any work in addition to the Work which BM agrees to undertake for the Customer.
<b>Agreement</b>	means this document and the Quote.
<b>Balance</b>	means 60% of the Purchase Price less any Progress Payment paid by the Customer.
<b>BM</b>	means Frastil Pty Ltd ACN 142 987 880 trading as Bella Manufacturing.

<b>Business Day</b>	means a day that is not a Saturday, Sunday or public holiday in Maroochydore, Queensland.
<b>Claim</b>	means any loss (including, but not limited to, special, indirect, punitive, consequential loss or damage and loss of profits), damage, expense, costs (including legal costs), injury, claim, counterclaim, demand, cause of action or proceedings (whether based in contract, tort or statute) and any defence to a claim, counterclaim, demand, cause of action or proceedings.
<b>Customer</b>	means the entity identified as such in the Quote.
<b>Estimated Commencement Date</b>	means the date specified as such in the Quote, subject to variation in accordance with this Agreement.
<b>Estimated Timeframe</b>	means the timeframe specified as such in the Quote, subject to variation in accordance with this Agreement.
<b>Delay Event</b>	<p>means an event which is beyond the reasonable control of BM and which directly or indirectly causes a delay or failure in the performance of BM's obligations under this Agreement, including but not limited to:</p> <ol style="list-style-type: none"> <li>a. any act, delay or omission of the Customer or its agents;</li> <li>b. any delay or interruption caused by third parties;</li> <li>c. unavailability of staff or contractors;</li> <li>d. power failure;</li> <li>e. inclement weather;</li> <li>f. unavailability of, or unsuitability of materials required for the Work;</li> <li>g. a significant variation to the scope of the Work;</li> <li>h. earthquake, cyclone, fire, explosion, flood, landslide, storm, war, invasion, pandemic, sabotage, malicious damage, terrorism or civil unrest, strikes or other industrial disputes.</li> </ol>
<b>Deposit</b>	means 40% of the Purchase Price.
<b>Goods</b>	means any goods provided by BM in connection with the Work.
<b>Insolvency Event</b>	<p>means any of the following events occur in relation to the Customer:</p> <ol style="list-style-type: none"> <li>a. an application or order is made for the winding up of the Customer;</li> <li>b. a provisional liquidator is appointed to the Customer;</li> <li>c. the Customer: <ol style="list-style-type: none"> <li>i. is placed into administration or a deed of company arrangement;</li> <li>ii. advises that it is financially unable to proceed with or meet any of its obligations under this document;</li> </ol> </li> </ol>



	<ul style="list-style-type: none"> <li>iii. enters into any arrangement for the benefit of one or more of its creditors;</li> <li>iv. commits an act of bankruptcy or is made bankrupt;</li> <li>v. enters into a personal insolvency agreement or becomes an insolvent under administration.</li> </ul>
<b>Premises</b>	means BM's premises as specified in the Quote.
<b>Product Notes</b>	means general information about BM's products and services including details about installation, maintenance and use of specific products which may be provided as part of the Work. Such information being available via <a href="http://www.bellamanufacturing.com.au/terms-conditions/">www.bellamanufacturing.com.au/terms-conditions/</a>
<b>Progress Payment</b>	means an amount which is no greater than 40% of the Purchase Price.
<b>Property</b>	means the Vehicle and the Goods.
<b>Purchase Price</b>	means the amount specified as such in the Quote.
<b>Quote</b>	means the quotation document attached to this Agreement.
<b>Risk</b>	means responsibility for any loss or damage.
<b>Title</b>	means ownership of legal and beneficial right, title and interest.
<b>Vehicle</b>	means the vehicle which the Work is carried out on.
<b>Work</b>	means the work set out in the Quote and any Additional Work.

## 19 Interpretation

- 19.1 In this Agreement, unless the context otherwise requires:
- a. words denoting any gender include all genders;
  - b. headings are for convenience only and do not affect interpretation;
  - c. the singular includes the plural and vice versa;
  - d. any schedule or annexure attached to this Agreement forms part of it;
  - e. a reference to a party includes its legal personal representatives, successors and permitted assigns;
  - f. a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
  - g. a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - h. unless expressly stated to be otherwise, the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar inclusive expressions;
  - i. a reference to a monetary amount is a reference to the currency of Australia; and
  - j. a reference to this Agreement means this Agreement and includes any variation or replacement of this Agreement.

**Execution** (To be signed by a company director)

Executed as an Agreement in Queensland

Date:

Executed by **Frastil Pty Ltd ACN 142 987 880** by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Executed by **[Customer Entity & ACN if applicable]** by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & position

\_\_\_\_\_  
Name & position

## Product Notes

Frastil Pty Ltd Trading as Bella Manufacturing is a manufacturer and supplier of a wide range of mobile equipment. In an effort to maintain a high quality standard, Frastil Pty Ltd Trading as Bella Manufacturing operate our own engineering workshop with skilled and experienced tradesmen. In our workshop we undertake strict quality control during the manufacture of our mobile units and use components that have proved over the years to be of the highest quality and reliability.

By nature a mobile unit is a complex piece of equipment made up of a great number of working components. We encourage all customers to get to know and understand their machinery very well. The long term reliability of the unit is very much dependant on maintaining regular servicing of each of the components.

Customers should read through these product notes and familiarise themselves with any information specific to products which they intend to purchase.

This document is intended to provide a basic guide as to maintenance, servicing, common issues and warranty questions in relation to products which Bella Manufacturing provide as part of their fitout services. Full details of warranty terms should be obtained from the actual manufacturer of the particular product.

Please do not hesitate to contact Bella Manufacturing or our suppliers directly for any further information.

### Our Quality and Pricing Values

Over the years we have learnt that it is necessary to use the highest quality components, the most experienced tradesman and those components and systems that have stood the test of time. As such we have a strong focus and commitment to quality and quality does come at a price. We will never promise to be “the cheapest” as some do, as being the cheapest inevitably means sacrificing quality. We will however commit to using our 25 years industry experience to offer a great product at a very fair price.

### Product Warranty's

As the mobile unit is made up of many different components the overall warranty of the unit will be comprised of the various warranties of the components from which it is made. These warranties are provided to the customer and upheld directly by the manufacturers, suppliers and contractors who supply the components and or workmanship. Where available we will provide the customer with the contact details for the various suppliers and manufacturers to allow the purchaser to contact them directly if and when needed. The customer may need to send formal warranty registration to some of the manufacturers.

### General Warranties for Components

Stainless Steel Fitout

- Three months parts and labour offered at place of manufacture

Coffee machines and grinders

- Coffee Machine – 12 months back to base parts and labour
- Coffee grinders – 12 months parts back to base and labour

#### Generator

- Cummins Onan Generators (KLM Marine Electrics Pty Ltd) – 12 months back to base parts & labour or 1000 hours whichever comes first
- Honda Generators – 3 years parts and labour

#### Fridges

- Engel Fridges – 3 years parts and labour (confirm via their website T&C's)
- EvaKool Fridges – 4 years parts and labour (confirm via their website T&C's)
- Glass Front Display Fridges – 12 month parts only (confirm via their website T&C's)

#### Water

- Water Pump – 12 month replacement warranty ( no labour )
- Hot Water System – 12 month repair or replacement ( no labour )

#### Electrical

- Deep Cycle Battery – 12 months limited warranty (confirm via their website T&C's)
- Battery Charger – CTEK or Victron – 1 years replacement (confirm via their website T&C's)
- Most other electrical components – 12 months parts only (confirm via their website T&C's)

#### Accessories

- Slush Machine – 12 months parts only warranty ( no labour ) (confirm via their website T&C's)
- Pie Warmer – 12 months parts and labour (confirm via their website T&C's)

#### Trailer

- Trailer chassis is covered by a three month parts and labour warranty offered at place of manufacture

#### How To Obtain Service

For assistance on any of the individual components contact the suppliers directly as per the contact list supplied. Where the supplier requires authorization or confirmation, call Frastil Pty Ltd Trading as Bella Manufacturing on 1300 721 811 for an authorisation number.

#### Warranty Traps

Please note that various suppliers may not accept a warranty claim if:

- Modifications have been carried out to any part of the unit without written Authority.
- Damage to or failure of the unit has been caused in our opinion by incorrect, extreme or unreasonable use or conditions.
- Damage to or failure of the unit has been caused in our opinion by misuse, neglect, accident, impact or other similar causes
- Damage to or failure of the unit or component has been caused by vibrations, jarring or movement as the vehicle / trailer has been driven around.
- Coffee machine Solenoid or Element – If you leave the coffee machine on whilst you are driving there is a risk of the solenoid valves or the element “burning out” as the water in the boiler moves around. In setting the coffee machine up we generally ensure a “high” level of water in the boiler to minimise the chance of this happening. If this does happen the coffee machine warranty does not cover the replacement of the solenoid valve or heating element or consequential damage, as it is not a manufacturing fault.

### **Ongoing Insurance Cover**

We strongly recommend that the owner of any mobile unit takes out a comprehensive insurance package including but not limited to:

- The vehicle itself and the fit out
- Public and Products Liability
- Electronic Components (generator, coffee machine etc)
- Business Interruption

We recommend that the purchaser search out various options for insurance cover and we can suggest options if the purchaser asks us.

### **Maintenance**

Maintenance of the unit and its various components is the total responsibility of the purchaser. We will provide the manufacturer's printed maintenance literature where it is available to us. Whether or not we are able to provide this, it is the buyer's responsibility to seek out, advise on, maintenance requirements and put these maintenance programs into action.

### **Training**

We will make ourselves available to show the purchaser the basics of operating the mobile unit, either in person at our premises or by way of telephone hook up. We will introduce the purchaser to the appropriate technicians who may show them in more detail the operation of items such as the cooking equipment, coffee machine, grinder, generator and the like. We will also provide an operations manual that will provide further guidance and explanations. It is the purchaser's responsibility to educate themselves fully about the operation of all the pieces of equipment by observing, asking advice, reading the manuals and seeking further instruction from qualified people.

### **Refrigeration**

All refrigeration in mobile units requires special attention due to the harsh and hot environment in these units. Each unit we supply will include vents that allow for additional air movement where possible.

Glass front fridges, slush machines and any 240v refrigeration often provide an attractive "display" unit for selling or storing items, however the success of these fridges in mobile operations is variable and somewhat limited under warm and hot conditions.

Although we will supply and install these 240 volt refrigeration units at the customer's request, we can not warrant their effectiveness. If additional vents are required to assist with fine tuning the airflow then this is to be done at the customer's expense.

### **Electrical Supply**

The majority of our mobile units have both 240 volt and 12 volt electrical systems. All electrical systems are built strictly to Australian Standards. All our mobile units are designed to plug directly into 240 volt 15 amp power points which will enable the unit to operate or charge up. When preparing for a new unit we recommend that the purchaser have a 15 amp power point installed wherever the unit will operate or be "on charge" overnight.

Coffee Van – Coffee Vans are wired for a 15 amp power supply. We do not recommend the use of 20amp coffee machines or appliances in a mobile coffee unit.

Coffee Carts – Coffee Carts are wired with a 15 or 20 amp power lead to plug into a 15 or 20 amp power socket. We recommend that the purchaser prepare for their new coffee cart by having the appropriate power point installed near the coffee cart. Wiring will be suitable to equipment on board.

## Battery and Inverter Systems

As part of many mobile coffee and food units, Frastil Pty Ltd Trading as Bella Manufacturing includes both Battery Packs and inverter systems.

We use high quality brands such as Victron. For each system we install we will use a selection of equipment which is calculated as being appropriate for the task. Many factors including environmental conditions and method of use, will effect the “actual” performance of this equipment and as such Frastil Pty Ltd Trading as Bella Manufacturing does not guarantee that actual performance will be the same as that calculated in theory.

Furthermore, the life of any batteries is determined by both environmental conditions and the manor in which they are looked after over time. Because there are so many factors beyond our control, neither Frastil Pty Ltd Trading as Bella Manufacturing or Victron will guarantee how long a battery will run for or how long it will last.

## Water Supply

Mobile units all have water tanks that need to be filled by way of a hose. We recommend the use of a specially purchased FOOD GRADE hose to fill these water tanks. Stationary units such as Coffee Carts may be designed to be connected to mains water supply. It is the purchasers responsibility to check the fitting type and fitting size to ensure ease of connection. We recommend that all mains water supplies be fitted with a pressure limiting valve so that the possibility of leaks or damage to the lines are minimised.

## Certifications

Where appropriate we will issue the purchaser with written certifications from duly authorised parties certifying that the work done on our mobile coffee unit fit outs complies with the relevant codes and authorities. These may include certification of Electrical installations, Generator installation, LPG installation, and structural modifications and compliance to Australian Design Rules. Which certification we issue will be dependant on the individual vehicle or installation. It will be the responsibility of the purchaser to ensure subsequent and ongoing compliance.

As many local Authorities have their own interpretation of the various compliance codes, we can never guarantee compliance to these various interpretations. Where certifications is issued by the various tradespeople involved in the construction, they themselves are certifying compliance to the appropriate code. Where an independent certifier issues certification and compliance to a particular code, that certifier takes on the responsibility of compliance. The purchaser will be issued with certification in the format of a compliance plate, a written certificate or quoted licence number or code.

## Generators

All generators will perform differently dependant on many factors including the ambient temperature in which they are operating, their service history and the load that they are supporting. Operators need to be very aware of these and take care to balance the load that the generator supports. Because of these variable factors neither Frastil Pty Ltd Trading as Bella Manufacturing or the generator suppliers can guarantee the ultimate performance of a generator. Although the suppliers of the different generators we use, will offer a limited warranty on the actual generator, the ongoing maintenance of the generator is the total responsibility of the operator. We recommend that each operator follows the service schedule precisely, as recommended by the supplier. We also recommend that all generators are turned off while the vehicle is in motion and is turned back on again once the vehicle is stationary. For further advise on your generator we recommend that each operator contacts the generator supplier.

## **Suspension**

Because extra weight is added to a vehicle during the fit out, the standard suspension of that vehicle may need to be upgraded to carry this extra load. Unless quoted in our specifications we will not install additional suspension, air bags or leaf springs in any vehicle. Customers are welcome to do this themselves at a later date and at their own expense if they deem it appropriate, or they are directed to do so. The onus lies on the purchaser to ensure the load that the vehicle carries after the fit out is complete, still lies within this given carrying capacity limit of that vehicle.

## **Canopy's**

Frastil Pty Ltd Trading as Bella Manufacturing provide a range of canopies that attach to utility vehicles and small trucks. These canopies are custom made to suit the specific application and may be manufactured from aluminium, molded fibreglass or flat panel fibreglass. These canopies are fitted out with coffee and food catering equipment. Windows, doors and vents are often mounted in the canopy. Commercial hinges, seals and ventilation grills are used in each unit. We strive hard to provide a commercial seal that is weather resistant. However by the very nature of these canopies and the conditions to which they are exposed we can not and do not guarantee that they are completely water proof or dust proof.

## **Second Hand Goods**

From time to time Frastil Pty Ltd Trading as Bella Manufacturing will offer for sale second hand units that are being sold directly by Frastil Pty Ltd Trading as Bella Manufacturing or on behalf of another party. These second hand units are sold on an "as is" basis and come with no guarantee beyond that offered by the manufacturers of the various components (which themselves are often quite substantial) We recommend that the buyer does their own due diligence when buying any second hand products, including checks for any finance or incumbrance that vehicles or equipment may be subject of. Frastil Pty Ltd accepts no responsibility for these checks or inquiries.

NOTE: by the very nature of the structure, the ventilation required and type of seal, we strive to make the unit essentially water resistant, but it will never be completely water or dust proof.