

PRICE LIST

Effective 1st January 2009

DEAN

COMMERCIAL FRYING EQUIPMENT

- GAS FRYERS
- ELECTRIC FRYERS
- PORTABLE FILTERS

From the world of Comcater!

**SHOULD YOU REQUIRE FURTHER INFORMATION ON PRICING OR ASSISTANCE,
PLEASE CONTACT YOUR NEAREST COMCATER OFFICE.**

C.C.E INTERNATIONAL PTY LTD ABN 53 005 974 185



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NATIONAL CUSTOMER SERVICE

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NATIONAL PRODUCT SUPPORT

Phone: 1800 810 161 Fax: 03 8369 4696

Email: product@comcater.com.au

NATIONAL ADMINISTRATION

Email : admin@comcater.com.au

DEAN FRYING EQUIPMENT

GAS FRYING EQUIPMENT

Product Code	Description	Equipment Dimensions	Energy Rating	Shipping Weight	Sell Price ex GST
SR42G	 <p>Super Runner gas fryer with exclusive Thermer-Tube design. 17-21 litres. Stainless steel frypot.</p> <p>STANDARD FINISH: Stainless steel front and door, aluminised sides.</p>	390w 740d 1140h	110mj	68kg	\$2,795
SR62G	 <p>Super Runner gas fryer with exclusive Thermer-Tube design. 37 litres. Stainless steel frypot.</p> <p>STANDARD FINISH: Stainless steel front and door, aluminised sides.</p>	510w 910d 1140h	158mj		\$4,495
2424G	 <p>Flat bottom fryer designed for delicate battered foods. 36-51 litres. Stainless steel frypot.</p>	660w 840d 1140h	127mj		\$12,573

DEAN FRYING EQUIPMENT

ELECTRIC FRYING EQUIPMENT

Product Code	Description	Equipment Dimensions	Energy Rating	Shipping Weight	Sell Price ex GST
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SR14E



Super Runner electric fryer. Fixed element.
Stainless steel frypot.

400w
690d
1120h

14kw

\$3,755

FREE STANDING FILTER SYSTEM

MF90AU/80LP



Low profile reversible oil filter with 40lt oil capacity.

STANDARD FINISH:
All exterior surfaces are stainless steel.

POWER REQUIREMENTS:
240 volts single phase.

464w
629d
613h

\$5,380

STANDARD TERMS AND CONDITIONS

COMCATER GROUP (the "supplier") comprises:

CCE International Pty Ltd (ABN 53 005 974 185)

Commercial Catering Equipment Pty Ltd (ABN 24 005 587 253)

Comcater Pty Ltd (ABN 65 006 367 451)

- 1 Unless otherwise advised in writing by the supplier to the customer, and notwithstanding any statement to the contrary which may be contained in the customer's order, these terms and conditions apply to all transactions between the supplier and the customer. These terms and conditions of sale may be varied by the supplier at any time by notice in writing to the customer.
- 2 Quotations provided by the supplier are an invitation to treat and not an offer to sell the goods the subject of the quotation by the supplier. An agreement for sale of the goods arises when an order for the goods is placed by the customer and:
 - (a) that order is accepted by the supplier in writing; or
 - (b) the order is otherwise satisfied or performed in whole or in part by the supplier.
- 3 (a) All prices quoted and any other charges applicable will be exclusive of GST (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)). GST will be payable by the customer upon the supply of goods.
(b) Price quotes are subject to variation without notice.
(c) All goods will be supplied in carton quantity only. Customer order quantity will be adjusted to nearest carton quantity.
(d) The Cambro product range is also sold in carton quantities only. If broken packs are required, there will be a broken pack surcharge of \$20 per pack. Minimum Cambro order is \$200 Nett excluding tax.
- 4 The customer may withdraw or cancel any order placed prior to acceptance by the supplier. Where in the discretion of the supplier cancellation is otherwise accepted, the customer shall pay to the supplier an amount equivalent to twenty per cent of the agreed price of the goods by way of liquidated damages. Orders for non-stock items may NOT be cancelled or returned under any circumstances.
- 5 Delivery of equipment and accessories shall be effected F.I.S. to the capital city in the state in which the order is placed. Such delivery shall only be made to ground floor or kerbside goods receiving areas. Delivery of spare parts shall be effected FOB our Victorian warehouse.
- 6 Any time given for delivery of goods is an estimate only. The supplier shall not be liable for any loss or damage whatsoever by reason of any delays in delivery of the goods and the customer shall not be relieved of any obligation to accept or pay for the goods by reason of such delay. If the supplier, in its sole and absolute discretion, determines that it is or may be unable to complete its obligations within a reasonable time or at all, the contract may be terminated by the supplier. In the event of termination, the customer shall have no claim against the supplier for any damage, loss, cost or expense whatsoever.
- 7 (a) The goods shall be subject to a materials and labour warranty for 12 months following delivery, in any case where the goods are found to be defective in materials, manufacture or workmanship. This warranty applies only for the benefit of the customer and is void if installation or operation is not in accordance with the manufacturer's instructions and recommendations. Furthermore, all warranty work must be conducted by the supplier's staff or its authorised service agents. All warranty calls are to be placed and authorised through the supplier's branch offices.
(b) All warranty work will be undertaken in normal working hours from Monday – Friday 8am – 4pm. Penalty rates for after hours service apply and when charged, the excess between normal hour labour rates and penalty rates will be the customers responsibility. Equipment such as Server products, Maxximum blenders and other small equipment are classed as 'carry in' items. These items are to be returned to the supplier or its Authorised Service Agent workshop for repair. Transport/freight costs to and from the customer for 'carry in' items are to be covered by the customer. If the customer requests on site service (an option always available to the customer) the customer will be charged callout and travelling costs; the labour for warranty repair time on site will be covered by the supplier.
- 8 Save and except for the express warranty set out above, and to the maximum extent permitted by law, all conditions and warranties which may at any time be implied by law (including the common law, the *Trade Practices Act*, the *Fair Trading Act* and the *Goods Act*) are excluded. To the extent that these cannot be excluded and where the law permits, the supplier's liability in respect of any such condition or warranty shall be limited at the option of the supplier to the repair or replacement of the goods or the supply of equivalent goods or the payment of the costs of replacing or repairing the goods or having them replaced or repaired.
- 9 The customer must assume full risk of loss or damage to the goods immediately upon delivery. Pending payment in full for the goods, the customer must not supply any of the goods to any person outside of its ordinary or usual course of business, must not allow any person to have or acquire any security interest in the goods, and must insure the goods for the full insurable or replacement value (whichever is the higher), with an insurer licensed or authorised to conduct the business of insurance in the place where the customer carries on business.
- 10 Notwithstanding clause , title to the goods remains with the supplier until the supplier has received payment of the purchase price of the goods and the purchase price of any other goods or services previously or subsequently supplied by the supplier to the customer, whereupon such title shall pass to the customer.
- 11 Until such time as title to the goods passes to the customer, the customer:
 - (a) holds the goods as the fiduciary agent of the supplier and remains liable to account to the supplier for the goods;
 - (b) will, if directed by the supplier, store the goods marked in such a way that it is clear that the goods are the property of the supplier, but all costs of storage (whether or not at the direction of the supplier) will be paid by the customer; and
 - (c) Irrevocably gives the supplier (and its servants and agents) leave and licence without the necessity of giving any notice to enter at any time on and into any premises occupied by the customer, forcibly, if necessary, to inspect, search for and remove any of the goods supplied by the supplier.
- 12 Subject to clause 13, the customer shall be entitled to sell the goods in the ordinary course of its business. If the goods are sold by the customer prior to the time when title passes to the customer, then:
 - (a) the customer must keep separate records in relation to the proceeds of the sale of any goods which have not been paid for,
 - (b) the customer agrees that it holds the proceeds of resupply of the goods on trust for and as agent for the supplier immediately when they are receivable or are received and that the supplier has the right to trace the proceeds of sale,
 - (c) the customer agrees that it must either pay the amount of the proceeds of resupply to the seller immediately when they are received or pay those proceeds into an account with a bank or a financial institution or deposit taking institution as trustee for the seller,
 - (d) the customer agrees that any accessory or item added to any of the goods by an act of the customer or any person at the direction or request of the customer becomes and remains the property of the supplier until the supplier has received payment of the purchase price of the goods in accordance with clause 10 when the property in the goods (including the accessory) passes to the customer,
 - (e) for the avoidance of doubt, if any goods are used in a manufacturing process or mixed with other materials, the customer must record the value of goods so consumed in relation to each unit of finished product and upon sale of any unit of finished product, immediately remit that amount from the proceed of sale to the supplier. The customer must provide to the supplier monthly or quarterly records of such use.
- 13 The customer's right to sell the goods in the ordinary course to its business:
 - (a) may be revoked at any time by the seller giving notice to that effect if the customer is in default for longer than seven days in the payment to any sum whatsoever due to the supplier;
 - (b) shall automatically cease if a receiver, controller, liquidator or administrator is appointed to the assets, undertaking or property of the customer, or a winding up order against the customer is made or petitioned, or any petition or order in bankruptcy against the customer is presented or made, or the customer goes into voluntary liquidation or calls a meeting of or makes arrangements or compositions with its creditors.
- 14 Upon revocation of the customer's right of sale pursuant to clause 13, the customer shall place the goods at the disposal of the supplier who shall be entitled to enter any premises of the customer for the purpose of removing the goods and to remove the goods from the said premises. If the goods have been sold pursuant to clause 12, the customer must pay to the supplier the proceeds then held by the customer as trustee for the supplier.
- 15 The invoiced amount for the goods is to be paid by the customer to the supplier no later than the last day of the month following the month in which the invoice is first issued ("the due date"). Where the customer fails to effect payment within this period, the supplier may at its discretion and without attracting any liability to the customer withhold delivery of all other goods for which orders have been placed by the customer and accepted by the supplier.
- 16 Where payment is not made on the due date, interest on the amount outstanding is payable at the rate of 1% above the supplier's overdraft rate from time to time, calculated from the due date of the payment until payment is made in full.
- 17 Should the customer's account exceed the supplier's trading terms and be passed over for collection, all costs relating to the recovery of those debts (including agency's commissions, solicitor's and counsel's fees, court costs and out of pocket expenses) must be paid the customer.
- 18 These terms and conditions shall at all times be governed, construed and interpreted according to the law of the State of Victoria and the customer hereby irrevocably submits to the non-exclusive jurisdiction to the courts of that State and all courts of appeal therefrom.
- 19 Where the customer is an individual, sole trader, partnership or small business, the individual(s) identified on the First Page (~~Individuals~~) acknowledge, consent and agree that the Individuals have been notified by the supplier that, in accordance with the *Privacy Act 1988* (Cth) (*Privacy Act*):
 - (a) the supplier may provide such information about the Individuals as is permitted by the Privacy Act to a credit reporting agency to obtain a consumer credit report about the Individuals and to allow the credit reporting agency to create or maintain a credit information file containing information about the Individuals;
 - (b) the supplier may obtain a consumer credit report containing information about the Individuals from a credit reporting agency for the purpose of assessing the application for commercial credit by the Individuals and to collect overdue payments in respect of commercial credit owed by the Individuals;
 - (c) the supplier may exchange such information about the Individuals credit worthiness, credit standing, credit history or credit capacity with other credit providers to assess an application for credit by the Individuals, to assess the credit worthiness of the Individuals, to notify other credit providers of a default by the Individuals and to exchange information with other credit providers as to the status of this loan where the Individuals are in default with other credit providers;
 - (d) the supplier may give a guarantor of the customer's liability a credit report containing information about the Individuals' credit worthiness, credit standing, credit history or credit capacity, to keep the guarantor informed about the guarantee;
 - (d) the information may be exchanged before, during or after the provision of credit to the customer; and
 - (e) the Individuals can access the personal information that the supplier holds about them, subject to some exceptions permitted by law.
- 20 In the event that the customer is in default in payment of any amount owing to the supplier for period in excess of 120 days, the customer hereby charges all real estate owned by the customer at the time of the default with payment of all amounts outstanding to the supplier including interest calculated in accordance with clause and authorises the supplier to lodge a caveat for registration upon all properties so charged. The customer further agrees to execute a mortgage or mortgages in registrable form at the request of the supplier. A statement or certificate signed by a duly authorised officer of the supplier as to the goods supplied to and the indebtedness of a customer shall be prima facie evidence thereof. Should your account exceed our trading terms and be passed over for collection all cost including agencies commission, solicitors fees, court costs and out of pocket expenses are the liability of the customer.
- 21 Any claim for transport damage, short supply of goods or return for credit must be received within 14 days of receipt of goods for it to be considered.
- 22 Goods returned for credit may incur a restocking fee equal to the percentage of the value of the items returned as indicated on the invoice. Authorisation for return of goods must be sought before the goods are returned.

From the world of Comcater!

National Customer Service Hotline

1800 035 327

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