

Pinnacle
SCIENTIFIC AND MEDICAL EQUIPMENT

OPERATIONS MANUAL

FOR

S SERIES MODEL

PRF-S-200/100-1

COMBINATION REFRIGERATOR

AND -20 FREEZER



PLEASE READ CAREFULLY BEFORE OPERATION

OPERATIONS MANUAL

Pinnacle Scientific would like to thank you for choosing your new piece of equipment from our range. We believe that you have made the right decision in your purchase, and we assure you of continued support in appreciation of your investment with us.

Please read the following contents of this manual before operation to ensure you obtain the most benefit from your investment.

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OPERATIONS MANUAL

Section 1: Inventory Checklist

All S Series models are delivered with the below items:

- USB stick including Operations Manual
- One set of keys for door locks

Section 2: Transportation

- When transporting or carrying your unit, it must be kept in a vertical position to prevent any damage to the internal components of the unit.
- Should the unit need to be tilted for any reason, please do not tilt over 40°.
- Position your unit away from direct heat sources or direct sunlight.
- Do not place your unit in a location where high moisture levels are present (this model is rated between 32.0°C – 60% relative humidity).

Section 3: Installation & Operation

➤ Introduction and stocking

1. Carefully remove all packaging from the unit and dispose of thoughtfully.
2. Place shelves at the desired height within the unit.
3. Situate the cabinet near its final position and plug the mains into the power socket.
4. Ensure the cabinet is on firm even ground, and if required adjust the feet to level the unit (left rotation increases the height / right rotation decreases the height).
5. Ensure there is adequate ventilation space surrounding the unit (60mm at the rear and 60mm to the side). Failure to do so may affect the performance of your unit.

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TO ENSURE THE MOST EFFICIENT OPERATION OF YOUR UNIT, PLEASE NOTE THE FOLLOWING.

- To operate effectively the cold air produced by the unit must be able to circulate inside the cabinet.

REFRIGERATORS

- Only load refrigerators to less than 70% capacity and distribute contents evenly.
- Do not place solid trays on the shelves that cover more than 60% of the area and ensure that boxes have at least 20mm of free space between them.
- Ensure that product is at least 40mm away from the fans on the top shelf.
- Storage on the base of the unit is not recommended

FREEZERS

- Load freezers to less than 75% but when required, no more than 90% capacity.
- Do not put hot goods in the freezer, wait until they are at room temperature.

➤ Power Supply

To operate the unit, please plug the mains into the power socket.

➤ Factory Temperature Set

REFRIGERATOR

4 °C

FREEZER

-20.0 °C

OPERATIONS MANUAL

Section 3: Installation & Operation cont.

➤ Power Supply

Once plugged in, the display will show the temperature inside the fridge/freezer and the compressor will run after a short time delay (the indicator light of cooling will come on at the same time). This temperature is the actual temperature recorded by the probes inside the freezer. As the fridge/freezer cools to the factory set point, the number on the display will descend accordingly. If power is cut off, wait for at least 5 minutes before plugging the unit in again to avoid damaging the compressor.

➤ Front Panel Display



SET: To display target set point; in programming mode it selects a parameter or confirms an operation.

 **(DEF):** To start a manual defrost. (DISABLED ON THIS MODEL)

 **(UP):** To see the max stored temperature; in programming mode it browses the parameter codes or increases the displayed value.

 **(DOWN):** To see the min stored temperature; in programming mode it browses the parameter codes or decreases the displayed value.

 To switch the instrument. – (DISABLED ON THIS MODEL)

 To switch the light – (DISABLED ON THIS MODEL)

Each LED function is described in the table below:

LED	MODE	FUNCTION
	ON	Compressor enabled
	Flashing	Anti-short cycle delay enabled
	ON	Defrost enabled (DISABLED ON THIS MODEL)
	ON	An alarm is occurring
	ON	(DISABLED ON THIS MODEL)

OPERATIONS MANUAL

Section 3: Installation & Operation cont.

➤ Min/Max Temperature Recording

The freezer records the maximum high and minimum low temperatures when connected to mains electricity. This information is stored until the freezer is reset.

To access the **Min** temperature press and release the **DOWN** button and release. The “Lo” message will display followed by the minimum temperature recorded. To restore the normal display, press the **DOWN** key again or by waiting 5 seconds.

To access the **Max** temperature press and release the **UP** button and release. The “Hi” message will display followed by the maximum temperature recorded. To restore the normal display, press the **UP** key again or by waiting 5 seconds.

➤ Min/Max Temperature Reset

It is recommended that temperatures in the freezer must be monitored and recorded at least once each working day. Once you have taken the temperatures for the day it is important that you reset the freezer. This is because the freezer will always display the high and low temperature since the last temperature reset. The freezer does not automatically reset.

To reset the minimum/maximum temperature you press and hold the **SET** button. The current high and low temperatures will be displayed as above. Keeping your finger on the button, the display will then change to flash ‘rSt’ then revert to normal operation. This means you have successfully reset the minimum/maximum temperature display and the previous high and low temperatures have been deleted.

➤ Alarm Functions

Message	Cause
P1	Control probe failure
P3	Evaporator probe failure
P4	Product probe failure
HA	Maximum temperature alarm- Factory set -10°C
LA	Minimum temperature alarm- Factory set -27°C
dA	Door open

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Section 3: Installation & Operation cont.

➤ Door Alarm – Fridge Only

If the door of the freezer is left open for more than three minutes, an audible alarm will sound and the front panel will flash **dA**, the compressor will stop running at the same time.

Close the door; the door alarm will stop automatically.

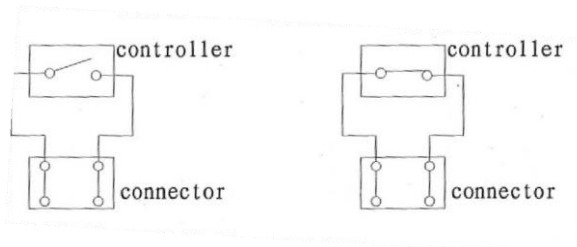
➤ Remote Alarm

All alarms (i.e. high temperature alarm, low temperature alarm, door alarm etc.) will output to the BMS connector located at the rear of the cabinet.

The maximum rating for the connection is 1A 30VDC.

Alarm

Normal



IF AVAILABLE, WE STRONGLY SUGGEST THAT THIS FACILITY BE CONNECTED TO A 24/7 SURVEILLANCE SYSTEM. CONTACT YOUR SECURITY SERVICE PROVIDER FOR ASSISTANCE.

OPERATIONS MANUAL

Section 3: Installation & Operation cont.

Possible causes of a high temperature alarm:

- Door has been left open for a long period of time.
- Overstocking or restocking of unit.

Possible causes of a low temperature alarm:

- Extremely cold items being placed in the unit.

➤ HIGH/LOW TEMPERATURE GUIDE

	<u>HIGH</u> <u>TEMPERATURE</u>	<u>LOW</u> <u>TEMPERATURE</u>
REFRIGERATOR	8.0°C	2.0°C
FREEZER	-10.0 °C	-27.0 °C

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Section 4: Maintenance & Service



IT IS ESSENTIAL THAT YOU TURN OFF AND UNPLUG THE UNIT FROM THE MAINS FOR SAFETY.



TRANSFER THE CONTENTS WHERE THEY CAN BE STORED AND MONITORED AT THE CORRECT TEMPERATURES BEFORE CLEANING.



DO NOT USE SOLVENTS OR CORROSIVES OF ANY KIND WITHIN THE UNIT.

➤ General Cleaning – When Required

- Clean the inside of the cabinet with warm water and a neutral detergent and then dry all surfaces thoroughly.
- Wipe down the exterior with a damp cloth to maintain the external finish.
- Do not allow the display unit, cables or mains plug to get wet and be mindful not to let water seep into these elements.

➤ Clean Condenser Coil – Every 3 Months (*Freezer Only*)

It is recommended to clean the condenser coil at the rear of the freezer.

1. Switch off the unit and unplug from mains power.
2. Using a vacuum cleaner with a soft brush attachment, clean the coil to remove dust and debris.
3. Switch the freezer back on.

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Section 4: Maintenance & Service cont.

➤ Defrosting – When Required (*Freezer Only*)

After extended periods of operation ice may build on the evaporator and this may impair the performance of the product.

Reasons for this build up:

- High climatic humidity
- Excessive use
- Extended door openings
- Moist items being placed in the chamber
- Too low an operating temperature

In order to rectify the build-up of ice, it is recommended that a manual defrost is performed as per the below:

1. Do not use mechanical devices or other means to accelerate the defrosting process, other than those recommended by the manufacturer.
2. To defrost the freezer, switch the unit off at the mains power outlet.
3. Open the freezer door to naturally defrost. The level of ice build-up will determine how long the unit should remain turned off for (recommend 12 hours). Be mindful of the water that will come from the fridge as this may cause a slip hazard.

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Section 4: Maintenance & Service cont.

➤ Annual Preventative Maintenance Service – 12 Monthly

CSK Group recommend that you have your unit serviced annually to ensure its ongoing performance, economical operation and warranty conditions.

Please contact CSK Group on the details below to book your service technician.



1300 358 045



info@cskgroup.com.au

➤ General Product Warnings

- Do not allow children to play with the packaging and destroy plastic bags safely.
- Do not allow children to play with or sit on the unit or its door/s.
- For safety, the appliance must be properly earthed in accordance with specifications.
- This appliance is not intended for use by persons with reduced physical, sensory, or mental capabilities, or lack of experience and knowledge, unless they have been given supervision or instruction by a person responsible for their safety.
- Do not damage any parts of the appliance which carry refrigerant by piercing, perforating, crushing, twisting, or scraping. If the refrigerant comes into contact with the eyes, it may cause serious eye injury.
- Always remember to unplug the appliance before cleaning. Never unplug your appliance by pulling on the power cable. Always grip plug firmly and pull straight out from the socket. Always check that the plug and cable are undamaged.
- Do not use electrical appliances inside the freezer, unless they are of the type recommended by the manufacturer.
- If the supply cord is damaged, it must be replaced by Pinnacle Scientific.
- All repairs must be carried out by qualified technicians, never try to repair a unit yourself

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Section 5: Troubleshooting

PROBLEMS	POSSIBLE CAUSES	POSSIBLE SOLUTIONS
The unit does not operate	Bad connection of mains or fuse burn out	- Unplug the power cord, wait 5 minutes and re-connect the plug to power supply - Replace with a new fuse
Abnormal operation of the compressor or a noticeable buzz sound	The power voltage is out of rated range Mechanical failure	Disconnect the power supply immediately and reconnect with normal voltage. It is necessary to have a voltage stabilizer in case of poor power supply. Contact for service:  1300 358 045  info@cskgroup.com.au
Compressor operates for long periods of time & there is no sign of frost on the surface of the evaporator	Refrigeration system has a fault (leakage or blocked) Product warm when loaded Mechanical failure	Contact for service:  1300 358 045  info@cskgroup.com.au
There is frost or ice on the rear wall of the inner cabinet and internal temperature is too low, the compressor never stops running	Issue with the controller	Contact for service:  1300 358 045  info@cskgroup.com.au
The internal temperature is too high and the compressor never stops operating	Bad heat dissipation and ventilation of condenser	Improve ventilation
	Too many warm goods were put in at one time	Remove some goods so air can circulate
	Door is being opened too frequently during initial cool down	Allow the unit to cool down adequately, prevent product access during this phase

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Too noisy	Mechanical failure	Contact for service:  1300 358 045  info@cskgroup.com.au
	The pipes near the compressor are touching	Carefully separate the touching pipes
The side of unit is hot	The condenser in the side wall gives out heat as part of standard operation	No action required
Condensation on the glass door	High ambient temperature or humid conditions	• Dry with a cloth • Relocate to a location with <60% humidity
The display shows 'P1, P2, P3 or P4' and compressor does not run	The temperature sensor is short circuit	Contact for service:  1300 358 045  info@cskgroup.com.au

PINNACLE SCIENTIFIC AUSTRALIA PTY LTD

TERMS & CONDITIONS OF SALE

1. Definitions

- 1.1. "Seller" shall mean Pinnacle Scientific Australia Pty Ltd and its successors and assigns.
- 1.2. "Buyer" shall mean the Buyer or any person acting on behalf of and with the authority of the Buyer.
- 1.3. "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Buyer 'If a Limited Liability Buyer one principal debtor basis.
- 1.4. "Goods" shall mean Goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.5. "Services" shall mean all services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Services as defined supra).
- 1.6. "Price" shall mean the cost of the Goods as agreed between the Seller and the Buyer subject to clause 4 of this contract.
- 1.7. "Downtime" shall mean anytime the equipment is not in operation due to any reason.
- 1.8. "Service" shall mean regular maintenance in accordance to manufacturers manual and carried out by a suitably trained and experienced personnel.
- 1.9. "PPSA" shall mean the Personal Property Securities Act 2009 (Cth).
- 1.10. "Suitably qualified and licensed personnel" shall mean a person with trade qualifications and with sufficient industry experience.
- 1.11. "Back to base" shall mean the Buyer to arrange, at their own cost, return transport of the equipment to and from the Sellers nearest factory.

2. Acceptance

- 2.1. Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer's acceptance of Services and/or Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
- 2.2. Where more than one Buyer has entered into this agreement, the Buyers shall be jointly and severally liable for all payments of the Price.
- 2.3. Upon acceptance of these terms and conditions by the Buyer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.
- 2.4. None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised statements.

3. Goods

- 3.1. The Goods and/or Services are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by the Seller to the Buyer.

4. Price and Payment

- 4.1. At the Sellers sole discretion;
 - (a) The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or
 - (b) The Price of the Goods shall be the Sellers quoted Price, which shall be binding upon the Seller provided that the Buyer shall accept in writing the Sellers quotation within thirty (30) days.
- 4.2. At the Sellers sole discretion a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods/Services and shall become immediately due and payable.
- 4.3. Time for payment for the Goods/Services shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods/Service.
- 4.4. At the Seller's sole discretion, payment for approved Buyers shall be made by instalments in accordance with the Sellers delivery/payment schedule.
- 4.5. At the Sellers sole discretion, for certain approved Buyers payment will be due seven (7) days following the date of the invoice.
- 4.6. Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed between the Buyer and Seller.
- 4.7. The Price shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

5. Delivery of Goods / Services

- 5.1. Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Buyer at the sellers address.
- 5.2. Delivery of the Goods to a carrier, either named by the Buyer or failing such naming to a carrier at the discretion of the Seller for the purpose of transmission to the Buyer, is deemed to be a delivery of the Goods to the Buyer.
- 5.3. The costs of carriage and any insurance, which the Buyer reasonably directs, the Seller to incur shall be reimbursed by the Buyer (without any set-off or other withholding whatever) and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Buyer's agent.

- 5.4. The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
- 5.5. The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

6. Risk

- 6.1. If the Seller retains property in the Goods nonetheless, all risk for the Goods passes to the Buyer on delivery.
- 6.2. If any of the Goods are damaged or destroyed prior to property in them passing to the Buyer, the Seller is entitled, without prejudice to any of its other rights or remedies under these Terms and Conditions of Trade (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable for the Goods. This applies whether or not the Price has become payable under the Contract. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

7. Defect/Returns

- 7.1. The Buyer shall inspect the Goods on delivery and shall within seven (7) days of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.
- 7.2. For defective Goods which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods provided that:
 - (a) the Buyer has complied with the provisions of clause 7.1;
 - (b) the Seller will not be liable for Goods which have not been stored or used in a proper manner;
- 7.3. The Seller may (in its discretion) accept the Goods for credit but this may incur a handling fee of 10% of the value of the returned Goods plus any freight.

8. Buyers Disclaimer

The Buyer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Buyer acknowledges that he buys the Goods relying solely upon his own skill and judgement. And that the Seller shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Buyer and shall not be transferable to any subsequent Buyer.

9. Warranty

Subject to the conditions of warranty set out in user manual, the Seller warrants that if any defect in workmanship or materials are identified and is reported to the Seller within the given warranty period as stated in the manual or otherwise specified in writing at time of purchase (time being of the essence) then the Seller will (at the Sellers sole discretion) repair the defect and/or replace faulty parts. The warranty period begins at the time of delivery of the goods.

- (a) The conditions applicable to the warranty given are:
 - i) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - ii) Failure on the part of the Buyer to properly service and maintain any Goods; or
 - iii) Failure on the part of the Buyer to follow any instructions or guidelines provided by the Seller, or
 - iv) Any use of any Goods otherwise than for any application specified on a quote or order form; or
 - v) The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - vi) Fair wear and tear, any accident or act of God; or
 - vii) Damage caused by transport or other movement; or
 - viii) Use of the equipment outside of its designed use; or
 - ix) Store or clean the equipment with anything that may result in damage to the equipment or
 - x) Operate the equipment outside of its designed ambient conditions as specified in the manual; or
 - xi) Ensure the correct voltage is supplied to the equipment as outlined in the manual. Protect the equipment from power surges or events of low voltage.
- (b) The buyer at the discretion of the seller, must supply on the day of logging a warranty claim full maintenance records of equipment, conducted by suitably qualified and licensed personnel.
- (c) The warranty shall cease and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Seller's consent.
- (d) In respect of all claims the Seller shall not be liable to compensate the Buyer for any delay in either replacing or repairing the

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TERMS & CONDITIONS OF SALE

- (e) workmanship/Goods or in properly assessing the Buyers Claim. For Goods not manufactured by the Seller the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturer's warranty. It is the Buyers responsibility to obtain and understand the warranty conditions of the third party's manufactured goods.
- (f) In the case of second hand Goods the Buyer acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by the Seller as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Seller shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.
- (g) The buyer indemnifies the Seller of any costs associated with any loss of product, trading or any other costs associated with failure and/or downtime of equipment.
- (h) Within 12 months from delivery the Seller shall at its sole discretion carry out repairs onsite. Warranty periods exceeding the 12 months will be a back to base warranty. It is the Buyers responsibility to have the equipment transported to and from the Sellers repair base during warranties exceeding 12 months. The buyer agrees to take sole responsibility for the equipment during transport and indemnifies the seller from any damage to equipment during transport.
- (i) Onsite warranty excludes time or associated costs due to inductions, site specific requirements and any other delays that may occur, the buyer agrees to pay costs as per the Sellers current rates for these delays.
- (j) It is the Buyers responsibility at the time of lodging a warranty to ensure that the reported warranty claim is not a user fault or is a result of any item listed in this document or the equipment manual. If, under the sole discretion of the seller the cause of the warranty is not covered, it is the Buyers responsibility to pay the costs at the current sellers rates for attendance and time on site.
- (k) The Buyer must not allow unqualified/untrained person to enter areas of the equipment that contain electrical components and refrigeration components.

10. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts

- 10.1. Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

11. Intellectual Property

- 11.1. Where the Seller has designed or drawn Goods for the Buyer, then the copyright in those designs and drawings shall remain vested in the Seller, and shall only be used by the Buyer at the Seller's discretion.
- 11.2. Conversely, in such a situation, where the Buyer has supplied drawings, the Seller in its sale conditions may look for an indemnity (the specifications and design of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Seller). Where any designs or specifications have been supplied by the Buyer for manufacture by or to the order of the Seller then the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.
- 11.3. The Buyer warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Buyers order.

12. Default & Consequences of Default

- 12.1. Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.
- 12.2. If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own Buyer basis and in addition all of costs of collection.
- 12.3. Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.
- 12.4. If any account remains unpaid at the end of the second month after supply of the goods or services, the following shall apply: An immediate amount of the greater of \$50.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.
- 12.5. In the event that:
- (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or
- (b) the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer;
- Then without prejudice to the Seller's other remedies at law
- (i) the Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies; and
- (ii) all amounts owing to the Seller shall, whether or not due for payment, immediately become payable.

13. Title

- 13.1. It is the intention of the seller and agreed by the Buyer that property in the Goods shall not pass until
- (a) The Buyer has paid all amounts owing for the particular Goods, and
- (b) The Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.
- 13.2. It is further agreed that:
- (a) The Buyer shall not deal with the money of the Seller in any way, which may be adverse to the Seller.
- (b) Until such time as ownership of the Goods shall pass from the Seller to the Buyer the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.
- (c) If the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.
- (d) Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honored, cleared or recognised and until then the Seller's ownership of rights in respect of the Goods shall continue.
- (e) The Buyer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller.
- (f) The Seller may require payment of the Price or the balance of the Price due together with any other amounts due from the Buyer to the Seller arising out of these terms and conditions, and the Seller may take any lawful steps to require payment of the amounts due and the Price.
- (g) The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer.
- (h) Until such time the Buyer has the Seller's authority to convert the goods into other products and if the goods are so converted, the parties agree that the Seller will be the owner of the end products.

14. Security and Charge

- 14.1. Notwithstanding anything to the contrary contained herein or any other rights which the Seller may have howsoever:
- (a) Where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
- (b) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own Buyer basis.
- (c) To give effect to the provisions of clause [14.1 (a) and (b)] inclusive hereof the Buyer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Seller or the Seller's nominee, the Buyer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the seller and/or the Seller's agents shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Buyer and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Buyer's and/or Guarantor's name as may be necessary to secure the said Buyer's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

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TERMS & CONDITIONS OF SALE

15. PPSA

- 15.1 Defined terms in this clause have the same meaning as given to them in the PPSA\
- 15.2 Company and the Customer acknowledge that these Terms constitute a Security Agreement and entitle the Company to claim:
- (a) a Purchase Money Security Interest ("PMSI") in favour of Company over the Collateral supplied or to be supplied to the Customer as Grantor pursuant to these Terms; and
 - (b) a security interest over the proceeds of sale of the Collateral referred to in 8.2.1 as original collateral.
- 15.3 The goods supplied or to be supplied under these Terms fall within the PPSA classification of "Other Goods" acquired by the Customer pursuant to these Terms
- 15.4 The Proceeds of sale of the Collateral referred to in clause 8.2(a) falls within the PPSA classification of "Account"
- 15.5 Company and the Customer acknowledge that Company, as Secured Party, is entitled to register its Security Interest in the Collateral supplied or to be supplied to Customer pursuant to these Terms and in the relevant Proceeds.
- 15.6 To the extent permissible at law, the Customer:
- (a) waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer to Company.
 - (b) agrees to indemnify Company on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the;
 - (i) registration or amendment or discharge of any Financing Statement registered by or on behalf of Company; and
 - (ii) enforcement or attempted enforcement of any Security Interest granted to Company by the Customer;
 - (c) agrees that nothing in sections 130 and 143 of the PPSA will apply to these Terms or the Security under these Terms
 - (d) agrees to waive its right to do any of the following under the PPSA:
 - (i) receive notice of removal of an Accession under section 95;
 - (ii) receive notice of an intention to seize Collateral under section 123;
 - (iii) object to the purchase of the Collateral by the Secured Party under section 129;
 - (iv) receive notice of disposal of Collateral under section 130;
 - (v) receive a Statement of Account if there is no disposal under section 132(4);
 - (vi) receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.
 - (vii) receive notice of retention of Collateral under section 135;
 - (viii) redeem the Collateral under section 142; and
 - (ix) reinstate the Security Agreement under section 143
 - (e) All payments received from the Customer must be applied in accordance with section 14(6)(c) of the PPSA.

16. Cancellation

The Seller may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

17. Privacy Act 1988

- 17.1. The Buyer and/or the Guarantor/s agree for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Buyer and Guarantor/s in relation to credit provided by the Seller.
- 17.2. The Buyer and/or the Guarantor/s agree that the Seller may exchange information about Buyer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
- (a) To assess an application by Buyer;
 - (b) To notify other credit providers of a default by the Buyer;
 - (c) To exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and
 - (d) To assess the credit worthiness of Buyer and/or Guarantor/s.
- 17.3. The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K (1) (h) Privacy Act 1988).
- 17.4. The Buyer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:
- (a) provision of Services & Goods;
 - (b) marketing of Services and or Goods by the Seller, its agents or distributors in relation to the Services and Goods;
 - (c) analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to provision of Services/Goods;
 - (d) processing of any payment instructions, direct debt facilities and/or credit facilities requested by Buyer; and
 - (e) enabling the daily operation of Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Services and Goods.

- 17.5. The Seller may give, information about the Buyer to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Buyer; and or
 - (b) allow the credit-reporting agency to create or maintain a credit information file containing information about the Buyer.

18. Lien & Stoppage in Transit

- 18.1. Where the Seller has not received or been tendered the whole of the price, or the payment has been dishonoured, the Seller shall have:
- (a) a lien on the goods;
 - (b) the right to retain them for the price while the Seller is in possession of them;
 - (c) a right of stopping the goods in transit whether or not delivery has been made or ownership has passed; and
 - (d) a right of resale,
 - (e) The foregoing right of disposal,
- Provided that the lien of the Seller shall continue despite the commencement of proceedings or judgement for the price having been obtained.

19. Dimensions, Performance Data and Other Descriptive Details

- 19.1. Photographs, drawings, illustrations, weights, dimensions and any other particulars accompanying, associated with or given in a quotation, the descriptive literature or a catalogue may be subject to alterations without notice.
- 19.2. The Seller reserves the right to make changes in the construction and/or design of the goods and not withstanding any such changes the Buyer shall accept in performance of any order of the Sellers current corresponding standard models.

20. General

- 20.1. If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 20.2. All Services/Goods supplied by the Seller are subject to the laws of New South Wales and the Seller takes no responsibility for changes in the law, which affect the Services/Goods supplied.
- 20.3. The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.
- 20.4. In the event of any breach of this contract by the Service Provider the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Service Provider exceed the Price of the Services.
- 20.5. The Buyer shall not set off against the Price amounts due from the Seller.
- 20.6. The Seller may license or sub-contract all or any part elite rights and obligations without the Buyer's consent.
- 20.7. The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the seller notes the Buyer of such change.
- 20.8. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, Flood, drought, storm or other event beyond the reasonable control of either party.
- 20.9. existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 20.10. All Services/Goods supplied by the Seller are subject to the laws of New South Wales and the Seller takes no responsibility for changes in the law, which affect the Services/Goods supplied.
- 20.11. The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.
- 20.12. In the event of any breach of this contract by the Service Provider the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Service Provider exceed the Price of the Services.
- 20.13. The Buyer shall not set off against the Price amounts due from the Seller.
- 20.14. The Seller may license or sub-contract all or any part elite rights and obligations without the Buyer's consent.
- 20.15. The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the seller notes the Buyer of such change.
- 20.16. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, Flood, drought, storm or other event beyond the reasonable control of either party.