BREMA ICE MAKERS

From the world of Comcater



JANUARY 2016







SELECT YOUR ICE:

Below is a chart to show you the types of ice that suit your industry. Also visit **www.comcater.com.au/brema** and use the ice production calculator online to give you a shortlist of which machines suit your needs.

	13G ICE CUBES	7G ICE CUBES	PEBBLES ICE	GRANULAR FLAKES	COLD FLAKES
Hotels	• • •	•	• •	• •	
Restaurants	• • •	• • •	• •	• • •	
Fast Foods		• • •	• • •	• •	
Bars	• • •	• •	• • •	• •	
Clubs	• • •	• • •	• • •	• • •	
Fish Markets				• • •	
Supermarkets				• • •	• • •
Medical			• •	• • •	
Transport / Storage				• • •	
	• • •	Highly recommended	9-2-2		
	• •	Recommended			

Recommended for certain applications

Not recommended

From the world of Comcater

WE BRING YOU BREMA - ICE MAKING SOLUTIONS



As one of Australia's leading suppliers of commercial kitchen equipment, Comcater is proud to bring you the Brema range of ice machines.

Brema ice makers - "Ice making is our passion"

Founded near Milan, Italy, in 1985, Brema has been specialising in ice production for over 30 years. The company has developed into a global leader in high quality ice making equipment, manufacturing over 50,000 units per year and exporting its machines to countries all over the world.

Brema understands that each customer is unique in some way, so the company continues to undertake research and develop a wide range of specialist products that best fit differing market segments.

Brema's comprehensive range caters for cafés, bars, restaurants, hotels, fast food outlets, nightclubs, fish markets, hospitals, transport and storage.

Brema offers

- Free external water filter and pressure limiting valve with every machine purchase
- Electromechanical machines no PC boards
- Ease of use, cleaning and maintenance
- Two years parts and labour warranty
- Cutting-edge Italian design and manufacturing
- Tailored solutions for any space and volume specifications

As the national importer and distributor of Brema ice makers, Comcater is dedicated to servicing and supplying all certified spare parts. Comcater offers a first time fix where possible and a 24 hour, 7 day a week Service Support Hotline 1800 810 161. A knowledgeable product support team is on hand to answer questions and offer solutions regarding the operation and performance of the Brema range of ice making machines.

From compact undercounter ice cube makers for use in cafés and restaurants to large scale ice-flaking units for fish markets, Brema has a model for any application and budget.

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BREMA - DAILY ICE PRODUCTION OVERVIEW

Brema ice machine production capabilities are rated at 21°C ambient temperature and 15°C water temperature. When selecting an ice machine it is always important to take into account the conditions in which the machine will be installed as ambient and water temperatures play a major part in ice production. Also, you should aim to have enough storage capacity to cope with peak times.

	Product Code	21° Air Temp. / 15° Water Temp.	32° Air Temp. / 21° Water Temp.	32° Air Temp. / 32° Water Temp.	Storage (kg)
	CB184A	21kg	16kg	14kg	4
	CB249A	28kg	22kg	19kg	9
	CB316A	33kg	25kg	22kg	16
	CB416A	42kg	33kg	29kg	16
	CB425A	46kg	36kg	31kg	25
	CB640A	65kg	49kg	44kg	40
	CB840A	80kg	63kg	56kg	40
Cubes	CB955A	90kg	70kg	63kg	55
3	CB1265A	130kg	100kg	85kg	65
13 g	CB1565A	155kg	120kg	105kg	65
	C150A	155kg	120kg	105kg	_
	C300A	300kg	230kg	205kg	
	FreshMaker	21kg	18kg	15kg	4
	DSS42A	42kg	33kg	29kg	12
	IC18A	21kg	16kg	14kg	4
	IC30A	24kg	20kg	17kg	6
	HIKU26A	26kg	21kg	18kg	7
	VB250A	105kg	80kg	70kg	35
Cubes	VM350A	140kg	115kg	100kg	_
	VM500A	200kg	180kg	160kg	
79	VM900A	400kg	355kg	315kg	_
	VM1700A	770kg	685kg	605kg	
Si	TB852A	85kg	68kg	60kg	20
Pebbles	TB1405A	140kg	110kg	100kg	50
Peb	TM250A	240kg	190kg	170kg	_
	TM450A	440kg	350kg	315kg	
	GB601A	60kg	45kg	40kg	10
kes	GB902A	90kg	70kg	64kg	20
Granular Ice Flakes	GB903A	90kg	70kg	64kg	30
<u>- G</u>	GB1555A	150kg	115kg	100kg	55
<u>lar</u>	G160A	160kg	120kg	105kg	_
anı	G280A	280kg	215kg	190kg	
Ġ	G510A	510kg	390kg	350kg	_
	G1000A	1000kg	780kg	700kg	_
S	M350A	400kg	330kg	290kg	_
Cold Flakes	M600A	620kg	515kg	455kg	
E	M800A	900kg	725kg	640kg	_
00	M1500A	1500kg	1240kg	1100kg	_
	M2000A	2200kg	1920kg	1675kg	_

BREMA - 13g CUBE ICE MAKERS















CB249A

IC18A

CB SERIES						
Product Code	Production kg/24hrs	Storage (kg)	Cooling System	Consumption / Power Supply	Dimensions W x D x H (mm)	Net (kg)
CB184A	21	4		320W / 240v 10a	355 x 404 x 590*	27.5
CB249A	28	9		270W / 240v 105	390 x 460 x 690*	37
CB316A	33	16		370W / 240v 10a	- 500 x 580 x 690 [†]	48
CB416A	42		450W / 240v 10a	450W / 240v 10a	200 X 200 X 090.	52
CB425A	46	25	– Air –	500W / 240v 10a	500 x 580 x 800 [†]	56
CB640A	65	40	- All	650W / 240v 10a	– 738 x 600 x 920†	77
CB840A	80	40	_	800W / 240v 10a	738 X 000 X 920°	86
CB955A	90	55		850W / 240v 10a	738 x 600 x 1020 [†]	89
CB1265A	130	65	_	1050W / 240v 15a	- 840 x 740 x 1075 [†]	113
CB1565A	155	<u> </u>		1400W / 240v 15a		118

SPECIAL SERIES								
Product Code	Production kg/24hrs	Storage (kg)	Cooling System	Consumption / Power Supply	Dimensions W x D x H (mm)	Net (kg)		
FreshMaker	21	4	Water	320W / 240v 10a	540 x 430 x 435*	35		
DSS42A	42	12	_	450W / 240v 10a	500 x 630 x 920	66		
IC18A	21	4	– Air -	320W / 240v 10a	540 x 430 x 470*	34		
IC24A	24	6	All	370W / 240v 10a	595 x 510 x 502*	52		
HIKU26A	26	7		250W / 240W 10a	395 x 530 x 790*	41		

C SERIES						
Product Code	Production kg/24hrs	Usable BINs	Cooling System	Consumption / Power Supply	Dimensions W x D x H (mm)	Net (kg)
C150A	155	Please refer	۸:	1400W / 240v 15a	862 x 555 x 720	118
C300A	300	to table on page 9	Air -	2600W / 240v 32a	1250 x 580 x 848	152

^{*}Add 5mm for plastic foot † Add 110mm - 150mm adjustable foot



BREMA - 7g CUBE ICE MAKERS













VB SERIES						
Product Code	Production kg/24hrs	Storage (kg)	Cooling System	Consumption / Power Supply	Dimensions W x D x H (mm)	Net (kg)
VB250A	105	35	Air	850W / 240v 10a	738 x 600 x 980 [†]	75

VM SERIES						
Product Code	Production kg/24hrs	Usable BINs	Cooling System	Consumption / Power Supply	Dimensions W x D x H (mm)	Net (kg)
VM350A	140			1400W / 240v 15a	540 x 544 x 747	73
VM500A	200	Please refer to table on	۸ نه	1600W / 240v 15a 3000W / 240v 32a 770 x 550 x 805	770 v 550 v 005	90
VM900A	400	page 9	Air -		770 X 330 X 603	113
VM1700A	770	. 9	_	4300W / 415v 32a	1250 x 645 x 950	186

BREMA - PEBBLES ICE MAKERS









TB SERIES						
Product Code	Production kg/24hrs	Storage (kg)	Cooling System	Consumption / Power Supply	Dimensions W x D x H (mm)	Net (kg)
TB852A	85	20	Λ:,,	550W / 240v 10a	500 x 660 x 690 [†]	59
TB1405A	140	50	– Air -	650W / 240v 10a	738 x 690 x 1020 [†]	94

TM SERIES						
Product Code	Production kg/24hrs	Usable BINs	Cooling System	Consumption / Power Supply	Dimensions W x D x H (mm)	Net (kg)
TM250A	240	Please refer to table on	Air -	1050W / 240v 16a	- 640 x 470 x 700	82
TM450A	440	page 9	All	1700W / 240v 16a	040 X 470 X 700	104



BREMA - GRANULAR FLAKE MAKERS









OA G510

GB SERIES						
Product Code	Production kg/24hrs	Storage (kg)	Cooling System	Consumption / Power Supply	Dimensions W x D x H (mm)	Net (kg)
GB601A	60	10		420W / 240v 10a	450 x 620 x 680*	56
GB902A	90	20	Λ:	FF0W / 240 v 10 c	500 x 660 x 690 [†]	59
GB903A	90	30	– Air	550W / 240v 10a	500 x 660 x 8000 [†]	67
GB1555A	150	55		650W / 240v 10a	738 x 690 x 1020 [†]	94

G SERIES						
Product Code	Production kg/24hrs	Usable BINs	Cooling System	Consumption / Power Supply	Dimensions W x D x H (mm)	Net (kg)
G160A	160			650W / 240v 10a 560 x 569 x 600 1050W / 240v 15a 560 x 569 x 695 1700W / 240v 15a	560 x 569 x 600	63
G280A	280	Please refer to table on	Λ:		F60 v F60 v 60F	83
G510A	510	page 9	Air		500 X 509 X 695	102
G1000A	1000	-		3200W / 240v 15a	934 x 684 x 700	172

^{*}Add 5mm for plastic foot † Add 110mm - 150mm adjustable foot



BREMA - COLD FLAKE MAKERS









A		N

MUSTER SERIES						
Product Code	Production kg/24hrs	Usable BINs	Cooling System	Consumption / Power Supply	Dimensions W x D x H (mm)	Net (kg)
M350A	400		Air	2100W / 240v 15a	000 v 500 v 705	137
M600A	620	Please refer to table on page 9	Air/Water	3000W / 415v 15a	900 x 588 x 705	151
M800A	900		to table on	4600W / 415v 15a	1107 x 700 x 880	241
M1500A	1500			6000W / 415v 32a	1107 x 700 x 970	306
M2000A	2200			7000W / 415v 32a	1062 x 832 x 1423	520



BREMA - ICE STORAGE BINS









Bin200

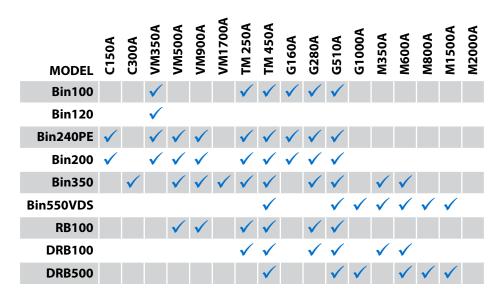
Bin550VDS

DRB100

BIN SERIES				
Product Code	Storage (kg)	Cart capacity (kg)	Dimensions W x D x H (mm)	Net (kg)
Bin100	100		560 x 815 x 1000	53
Bin120	120	N/A —	560 x 810 x 900 [†]	60
Bin200	200		870 x 790 x 1000 [†]	74
Bin240PE	240		942 x 795 x 1053 ⁺	61
Bin350	350		1250 x 790 x 1000 ⁺	105
Bin550VDS	550		1110 x 1060 x 1915	163
RB100	17	108	795 x 1060 x 1284	64
DRB100	50	108 x 2	1560 x 1060 x 1484	135
DRB500	300	108 x 2	1560 x 1145 x 1780	300

[†]Add 110mm - 150mm adjustable foot

BREMA - ICE STORAGE BINS SUITABILITY CHART



M2000A is designed for installation above coolrooms

BREMA - ACCESSORIES & WATER FILTERS

ACCESSORIE	ACCESSORIES		
Product Code	Description		
Comcastor1	Rear castors x2 to suit CB316A, CB416A, CB425A, GB902A, GB903A, TB852A		
Comcastor2	Front lockable castors x2 to suit CB316A, CB416A, CB425A, GB902A, GB903A, TB852A		
	Adaptor plates for heads / bins		

WATER FILTERS		
Product Code	Description	
Each Brema Ice Machine purchase includes a FREE external, triple action water filter and pressure limiting valve		
CCE100	Replacement cartridge to suit water filter < 500kgs production per 24 hours	
CCE150	Replacement cartridge to suit water filter > 500kgs production per 24 hours	
CCE10	Water filter < 500kgs production per 24 hours	
CCE15	Water filter > 500kgs per 24 hours	
	It is recommended that Brema water filter cartridges are changed every six months to ensure the optimum performance of the ice machine.	

- 1. These terms and conditions ("terms of trade") apply to all transactions between the supplier ("we/us") Comcater Pty Ltd (ABN 53 005 974 185) 156 Swan Drive, Derrimut, 3030, Victoria and the customer ("you") notwithstanding any statement to the contrary which may be contained in the order. They may be varied by us at ny time by notice in writing to you.
- In these terms of trade:
 - (a) "goods" refers to goods supplied to you by us and comprises equipment, accessories and spare parts;
 - (b) "services" refers to any services supplied to you pursuant to a quotation and these terms of trade;
 - (c) "quotation" means a written description of the goods or services to be provided, and/or an estimate of our charges for the performance of the work required:
 - (d) "non-standard items" means goods not normally stocked by us.

QUOTATIONS AND ORDERS

part by us.

- - (a) are valid and open for acceptance for a period of 60 days from the date of the quotation;
 - (b) are based upon the cost of materials available at the time of preparation of the quotation and on delivery occurring within 180 days from the date of the quotation; and (c) are to be construed as an invitation to treat and not as an offer
 - to sell the goods the subject of the quotation.
- We reserve the right to amend any quotation before completion of an order to take into account: (a) any change in your original order; and (b) any rise or fall in the cost of completing the order.
 - We will notify you of any amendment as soon as practicable at which point the amended quotation will be the estimate or quotation for the purposes of these terms of trade.

 An agreement for sale of the goods arises when an order for the
- goods is placed in writing by you on our standard order form (unless otherwise agreed) specifying the required date of delivery and: (a) that order is signed by us and accepted in writing; or (b) that order is otherwise satisfied or performed in whole or in
- Placement of an order by you signifies acceptance by you of these terms of trade and the most recent quotation.
- We may in our absolute discretion refuse to provide goods where (a) goods are unavailable for any reason whatsoever:
- credit limits cannot be agreed upon or have been exceeded,
- (c) payment for goods previously provided to you or any related corporation of you or to any other party who is, in the reasonable opinion of us, associated with the you under the
- same or another supply contract, has not been received by us; or (d) they do not comply with all applicable Australian standards and regulatory requirements.
 All prices quoted and any other charges applicable are
- (a) exclusive of GST, insurance and delivery charges. GST will be payable by you upon supply of Goods. "GST" means GST within the meaning of A New Tax System (Goods & Services Tax) Act 1999 (as amended);
- (b) based upon foreign exchange rates at the date of the quotation and subject to change in accordance with any change applicable foreign exchange rates between the date of the quotation and the date of payment;
 (c) based upon the manufacturer's price for the goods at the date
- of the quotation and subject to change due to any change in the manufacturer's price between the date of the quotation and the date of payment; and
- (d) to the extent that they include non-standard items, quoted on the basis that each item is available for sale in Australia and complies with all applicable Australian standards and regulatory requirements.
- Goods will be supplied in carton quantity only. Your order quantity will be adjusted to nearest carton quantity. The Cambro product range is sold in carton quantities only. Your orders will be adjusted to the nearest carton quantity.
- Where you withdraw or cancel any order following acceptance by us you must pay us as liquidated damages an amount equivalent to twenty percent (20%) of the agreed price of the goods as compensation. ORDERS FOR NON-STOCK ITEMS MAY NOT BE CANCELLED OR RETURNED UNDER ANY CIRCUMSTANCES AT ANY

PRICE

- 11. Prices are to be paid in Australian currency.
- 12. Where a written Comcater quotation refers to a specific foreign currency rate, variations in that rate greater than +/-3% in the value of the rate for the AUD\$ against the relevant foreign currency referred to in the quotation between the date of the quotation and the date of delivery shall be applied to the price of the goods, resulting in an extra cost to you in the event of a less favourable rate for the ALIDS or a credit in the event of a more favourable rate for the AUD\$. The ANZ Bank sell exchange rate at noon on the relevant day shall apply as the exchange rate for these purposes.

DELIVERY

- 13. Delivery shall occur on the later of the original "required-by" date specified by you in the order. Delivery of spare parts shall be effected FOB or, in the case of equipment and accessories other than spare parts, FIS to the capital city in the State in which the order is placed. Such delivery shall only be made to your ground floor or kerbside goods-receiving areas. We do not freight orders directly to our distributors' end users. For orders of equipment and/or accessor to a value of less than \$250 (excluding GST), a \$45 (excluding GST) freight charge applies.
- 14. Any time given for delivery of goods is an estimate only. Subject to any obligations in respect of consumer guarantees under the Australian Consumer Law, this estimate is not binding upon us and we shall not be liable for any loss or damage whatsoever by reason of any delays in delivery of the goods and you shall not be relieved of any obligation to accept or pay for the goods by reason of such delay. If we, in our sole and absolute discretion, determine that we may be unable to complete our obligations within a reasonable time or at all, the contract may be terminated by us. In the event of such a termination, you shall have no claim against us for any damage, loss, cost or expense whatsoever
- 15. If you fail to advise us in writing of any fault in goods or failure of

- goods to accord with the order within 48 hours of delivery, you are deemed to have accepted the goods and to have accepted that the goods are not faulty and accord with your order. Nothing in this ragraph affects your rights to any alleged failure of a guarantee under the Australian Consumer Law
- You authorise us to store goods which we are unable to have delivered to you due to your failure or inability to accept delivery at your expense pending notification from you to deliver them and you undertake to indemnify us for all costs incurred due to the inability to deliver, including but not limited to storage charges, freight charges and demurrage.
- 17. Goods accepted as returned for credit may incur a restocking fee equal to a percentage of the value of the items returned as indicated on the invoice, but not less than 30%, plus repacking costs if required. Goods will not be accepted for return without prior written authorisation from a Comcater manager. Non-stock items will not be accepted as returns. Cambro returns will be accepted only in original packaging within 14 days of invoice.
- 18. We accept no responsibility to deliver goods that do not comply with Australian standards and regulatory requirements

WARRANTIES

- **19.** On all goods except those referred to in clause 20, we offer a warranty against defects in materials, manufacture and workmanship, of 12 months following delivery. The warranty does not extend to those goods or parts of goods that are routinely replaced in the course of operation and are properly regarded as
- 20. The exceptions to the 12 month warranty in clause 19 are: goods branded Brema, Purevac, Rational, Tecnomac, Frima, Vollrath and Mareno, which carry a warranty of 24 months; Vitamix equipment, which carries a materials warranty of 36 months on the motor and base, 12 months on the container, and 12 months labour warranty on the motor, base and container; Rational replacement parts, which carry a 12-month warranty from the date of installation; and all other replacement parts, which carry a 90-day warranty from date of installation.
- 21. To obtain the benefit of the warranty, you must call Comcater Equipment Servicing (24/7) on 1800 810 161 or email service@ comcater com au as soon as practicable after you notice a problem with the goods. In addition, equipment such as Vitamix blenders, Vollrath, Server and Antunes goods and other small, portable equipment (Carry-In Items) must be delivered to us or our Authorised Service Agent after you have called or emailed Comcater Equipment Servicing and been given a job number and instructions regarding delivery.
- 22. To honour the warranty, we (or our Authorised Service Agent) will arrange the following at no cost to you: in the case of goods that are not Carry-In Items, staff of Comcater or our Authorised Service Agent will attend at your premises between the hours of 8 am and 4pm Monday to Friday (Normal Hours) to repair the goods and replace defective parts; in the case of Carry-In Items, we will arrange for the repair of the goods and notify you when they are to be collected.
- We will charge you for warranty work: at your premises, where you require it to be performed outside Normal Hours (at penalty rates); and where you require repairs to Carry-In Items to be undertaken at your premises (call-out and travelling time, but not labour costs, which we will bear).
- This warranty will be void if: you or a third party have installed or operated the goods otherwise than in accordance with the manufacturer's instructions and recommendations; or the goods have been repaired, serviced, modified or tampered with in any way by someone who is not qualified to do so and in any manner not complying with the manufacturer's specifications.
- Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- 26. Title to the goods shall remain with us until such time as we have received payment of the purchase price of the goods and the purchase price of any other goods or services previously of subsequently supplied by us to you, whereupon such title shall pass
- 27. Until such time as title of the goods passes to you, you shall hold the goods as the bailee from us and you shall remain liable to account to
- 28. Subject to clause 30, you shall be entitled to sell, lease or deliver the goods in the ordinary course of your business. If the goods are sold by you prior to when title passes to you:
 - (a) must be able upon demand by us to separate and identify as belonging to us goods supplied by us from other goods which are held by you;
 - (b) must keep separate records in relation to the proceeds of the sale of any goods which have not been paid for:
 - (c) agree that you hold the proceeds of resupply of the goods on trust for and as agent for the us immediately when they are receivable or are received;
 - (d) agree that you must either pay the amount of the proceeds of resupply to us 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 us;
 - (e) agree that any accessory or item which accedes to any of the goods by an act yours or any person at the direction or request of you, becomes and remains our property until we have received payment of the purchase price of the goods in accordance with Clause 30 when the property in the goods (including the accessory) passes to you
 - (f) agree that we may repossess the goods if payment for the goods is not made within the time prescribed in clause 32 (or such longer time as we may, in our complete discretion, approve in writing);
 - (g) grant an irrevocable licence to us and our agent to enter your premises in order to recover possession of goods pursuant to this paragraph. You indemnify us in respect of any damage to property or personal injury which occurs as a result of the our entering your premises: and
 - (h) irrevocably appoint us your attorney to do all acts and things

- necessary to ensure the retention of title to goods including the registration of any security interest in favour of us with respect to the goods.
- For the avoidance of doubt, if any goods are used in a manufacturing process mixed with other materials, you 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 us. You must provide us monthly or quarterly with records of such use.
- Your right to sell the goods in the ordinary course of its business:(a) may be revoked at any time by us by giving notice to that effect if you are in default for longer than seven days in the payment of any sum whatsoever due to us;
- (b) shall automatically cease if a receiver, controller, liquidator or administrator is appointed to any of your assets, undertaking or property, or a winding up application or order is made against you, or any petition or order in bankruptcy against you is presented or made, or you go into voluntary liquidation or call a meeting of or make arrangements or compositions with your creditors.
- 31. Risk in goods passes to you immediately upon delivery. Pending payment in full for the goods, you:
 - (a) must not supply any of the goods to any person outside the ordinary or usual course of business;
 - (b) must not allow any person to have or acquire any security interest in the goods, and
 - (c) 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 you carry on business

INVOICING AND PAYMENT

- The invoiced amount for the goods is to be paid by you no later than the last day of the month following the month in which the invoice is first issued ("the due date"). Where you fail to pay for the goods in full by the due date, we may at our discretion and without attracting any liability to you withhold delivery of all other goods for which orders have been placed by you and accepted by us.
- Where payment is not made by the due date, interest on the amount outstanding shall be payable at the greater of the rate of one per cent above our overdraft rate from time to time, calculated from the due date until payment is made in full.
- You are liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by us for enforcement of obligations and recovery of monies due by you to us.
- You authorise us to:-
- (a) obtain credit reports from credit reporting agencies and other credit providers concerning the your credit worthiness, credit standing, credit history and credit capacity for the purpose of assessing an application by you for credit and your credit
- (b) to disclose reports and information to other credit providers about the your credit worthiness, credit standing, credit history and credit capacity for the purpose of assessing an application by you for credit and your credit worthiness.
- 36. You as beneficial owner and/or registered proprietor hereby charge in our favour all of your estate and interest in any real property (including but not limited to any applicable land owned by you named or described as your street address in the Credit Application if applicable) ("Land") to secure payment of accounts rendered by us to you for the delivery and/or supply of goods, including interes payable on these accounts and costs (including legal costs on a full indemnity basis) incurred by us and including the costs to prepare and lodge a Caveat against the Land and to remove the Caveat. You further agree to execute a mortgage or mortgagees in registerable form promptly at our request. If, upon request, the mortgage(s) are not executed and returned within fourteen days, then you authorise any duly authorised officer of ours to sign as your attorney. A statement of certificate signed by our duly authorised officer as to the goods supplied and any indebtedness by you shall be prima facie evidence of the supply and indebtedness.

DEFAULT AND TERMINATION

- Each of the following occurrences constitutes an event of default: (a) you breach or are alleged to have breached these terms of trade for any reason (including, but not limited to, defaulting on any payment due under these terms of trade) and fail to remedy that breach within 14 days of being given notice by us to do so;
- (b) you, being a corporation, are subject to:
 - (i) a winding up application or an order made against you or a meeting being called to consider a resolution for you to
 - be wound up, deregistered or dissolved; (ii) a receiver, receiver and manager or administrator being annointed under part 5.3A of the Comprations Act 2001
 - to all or any part of your property or undertaking; (iii) you enter into a scheme of arrangement (other than for
 - the purposes of restructuring); (iv) any assignment by you for the benefit of creditors
 - (v) any purported assignment by you of your rights under these terms of trade without our prior written consent; (vi) you cease or threaten to cease conduct of your business in
- the normal manner. 38. In the event of any default, except where payment in full has been
- received by us, we may: (a) terminate these terms of trade:
 - (b) terminate any or all orders and credit arrangements (if any) with you:
 - (c) refuse to deliver goods or provide further services (d) repossess and resell any goods delivered to you, the payment for which has not been received; or
 - (e) retain (where applicable) all money paid on account of goods
 - (f) in addition to any action permitted to be taken by us under this clause on the occurrence of an event of default, all invoices

LIMITATION OF LIABILITY

Save and except for the express warranty set out above, and to the maximum extent permitted by law, all guarantees, conditions and

will become immediately due and payable.

- warranties which may at any time be implied by the common law, the Australian Consumer Law, the Fair Trading Act, the Goods Act or any other State or Federal Act or legislation are excluded. To the extent that these cannot be excluded and where the law permits, our liability in respect of any such condition or warranty shall be limited at our option 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. Under no circumstances are we responsible in any way to you or
- any other person for any loss, damages, costs, expenses or other claims (including consequential damages, loss of profit or loss of revenue), as a result, direct or indirect, of any defect, deficiency or discrepancy in the goods or services including in their form, content and timeliness of deliveries, failure of performance, error, omission or defect, including, without limitation, for or in relation to any of the following:
 - (a) any goods or services supplied to you;
- (b) any delay in supply of the goods or services; or
- (c) any failure to supply the goods or services.

INDEMNITY

41. You indemnify us, and will keep us, our servants and agents indemnified in respect of any claim or demand made or action commenced by any person (including, but not limited to, you) against us or for which we are liable, in connection with any loss arising from or incidental to the provision of the goods or services, any order or the subject matter of these terms of trade including, but not limited to any legal costs incurred by us in relation to any claim or demand or any party/party legal costs for which we are liable in connection with any such claim or demand. This provision remains in force after the termination of these terms of trade.

PPS LEGISLATION

- 42. You grant us a Security Interest in the goods supplied as Commercial Property, more particularly described as other goods and their Proceeds to secure your obligation to pay the purchase price of the goods and any other obligations of you to us under this agreement (together the "Indebtedness") and, where the goods and/or Proceeds are not readily identifiable and/or traceable, or their recoverable value is insufficient to pay the Indebtedness the Security Interest shall also extend to all your present and after acquired property, of which the goods form part, to the extent equired to secured the Indebtedness.
- 43. As and when required by us you shall, at your own expense, provide all reasonable assistance and relevant information to enable us to register a Financing Statement or a Financing Change Statement and generally to obtain, maintain, register and enforce our Security Interest in respect of the goods supplied, in accordance with the
- Personal Property Securities Act 2009 ("PPSA").
 You shall not change your name without first notifying us of the new name not less than 7 days before the change takes effect.
- You warrant that the goods are not purchased for personal, domestic or household purposes.
- Notwithstanding any reference to a particular invoice/order, where any sum remains outstanding by you on more than one invoice/ order, any payments received from you shall be deemed to be made by you and applied by us in the following order:
 - (a) to any obligation owed by the you to us which is unsecured, in the order In which the obligations were incurred; (b) to any obligations that are secured, but not by a Purchase Money Security Interest ("PMSI"), in the order in which those
 - obligations were incurred: (c) to obligations that are secured by a PMSI, in the order in which
- those obligations were incurred. You and we agree to contract out of the PPSA in accordance with Section 115 of the PPSA to the extent that Section 115 applies for the benefit of, and does not impose a burden on us. You waive your right to receive a Verification Statement in respect of any Financing Statement or Financing Change Statement registered by or on behalf of us in respect of the Security Interest created by these terms and conditions.
- For the purpose of clauses 42 to 47, all words and phrases starting with a capital letter shall have the respective meanings given to them under, or in the context of the PPS.

AGENCY AND ASSIGNMENT

- 49. You agree that we may at any time appoint or engage an agent to perform an obligation of ours arising out of or pursuant to these terms of trade.
- We have the right to assign and transfer to any person all or any of our title, interest, benefit, rights, duties and obligations arising in, under or from these terms of trade provided that the assignee agrees to assume any duties and obligations we owe to you under these terms of trade.
- You are not to assign, or purport to assign, any of your obligations or rights under these terms of trade without our prior written consent.

FORCE MAJEURE

52. If circumstances beyond our control prevent or hinder the provision of the goods or any services, we are free from any obligation to provide the goods or services while those circumstances continue. We may elect to terminate this agreement or keep it on foot until such circumstances have ceased. Circumstances beyond our control include but are not limited to, unavailability of materials or components, strikes, lockouts, rights, natural disasters, fire, war, acts of God, government decrees, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.

APPLICABLE LAW

53. These terms and conditions shall at all times be governed, construed and interpreted according to the law of the State of Victoria and the you hereby irrevocably submits to the jurisdiction to the courts of that State and all courts of appeal there from

Terms and Conditions are subject to change without notice. To ensure you are always viewing our latest Terms & Conditions, please visit www.comcater.com.au/terms

COP-AR002B Comcater Terms & Conditions of Sale Issue 006 Issue Date: 19 November 2015

24 Hour Service Hotline

1800 810 161



Equipment Sales

1800 035 327

NATIONAL HEAD OFFICE

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Email: sales@comcater.com.au

EQUIPMENT SALES

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VIC/TAS SALES SHOWROOM & DEMONSTRATION KITCHEN

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Email: sales@comcater.com.au

NSW/ACT SALES SHOWROOM & DEMONSTRATION KITCHEN

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QLD/NT SALES SHOWROOM & DEMONSTRATION KITCHEN

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