

## MSA Order Processing Terms and Conditions

### 1. Order Information and Requirements

- 1.1. Minimum Order Quantity:** Products with quantities listed as 'minimum order quantity', as stated in the Price List Files, will be sold only in those increments. These quantities are not breakable under any circumstances including drop shipments, emergency orders and sample orders. MSA reserves the right to adjust order quantities to conform with these quantities.
- 1.2. Minimum Order Quantity (Customised Hard Hats ) :** Hard Hats that require a customised decal or logo branded service will be subject to a minimum order quantity of **40 or more**.
- 1.3. Minimum Order Value:** The minimum purchase order value for any order placed with MSA is \$350\*. Orders that do not meet the minimum order requirement will not be processed. Our Customer Service team can assist in filling up your order to this value. Orders below \$1400 will be subject to a handling fee of \$40. Orders with multiple specified delivery destinations will be treated as individual orders. These costs will appear as a separate line on the invoice.
  - Spare parts for Service Partners orders are exempt from the minimum purchase order value of \$350 and no handling fee will be applied below \$1400.
  - \*All values are excluding GST/VAT.

### 2. Cost of Delivery of Goods

- 2.1. Dangerous Goods:** for transportation of products classified as dangerous goods, MSA reserves the right to charge transportation fees where applicable, with a handling fee of \$35. For more information on dangerous goods, please reach out to our Customer Service team.
- 2.2. Express shipment:** for express shipments requested by the Buyer, the actual freight cost will be charged back in full, with an express handling fee of \$35.
- 2.3. Drop shipments:** drop shipments to end-users will not be permitted without prior written approval from MSA Sales Representative and, the actual freight cost will be charged back in full, with a handling fee of \$35.
- 2.4. Special packaging:** charges will apply for any special packaging and/or labelling requested by the Buyer. Actual costs will be charged back in full, with a handling fee of \$35.

### 3. Order returns

- 3.1.** No Goods may be returned to MSA, other than in the event of a warranty or consumer guarantee claim. Product returns will be accepted only when the following conditions are met:
  - Prior acceptance in writing of the goods to be returned by MSA.
  - Products shipped from MSA within the last 60 days.

- Make-to-stock (MTS) products in saleable condition.
- Products to be returned have not been discontinued or made obsolete by MSA.
- Products to be returned do not have a shelf-life. This includes, but is not limited to: batteries, sensors, devices with sensors and batteries, test gas bottles, detector tubes, breathing filters, compressed air bottles and other products.
- Products to be returned are not specially configured for the customer (Make-to-order (MTO) products) and nor are they Non-Standard Items (including Assemble-to-order products) unless the return is due to an error made by MSA.

**3.2. Fees:** the following charges will apply for returned products

- **Restocking charge** – MSA will impose a 15% restocking fee on each product returned unless the return is due to an MSA error or where alternative arrangements have been agreed between both parties. A minimum Restocking charge of \$40 will be applied to any transaction.
- **Refurbishment charge** – a refurbishment charge, in addition to a restocking charge, may be imposed to bring the material to its original specification. The charge will be based on the cost of materials and labour incurred to bring material to original specification compliance. The total cost will be communicated to the customer in advance.
- **Transportation charge** – the cost of the return delivery is paid by the customer.

**3.3. Return of products from MSA shipping error**

For products that are returned as a result of an error made by MSA i.e., incorrect part number, incorrect quantity, incorrect product, or duplicate shipment, the following applies:

- No restocking charge will be imposed.
- No transportation charges will be imposed.
- 100% credit will be issued if MSA is notified within 7 days after receipt of the product(s) at the place of delivery.

**4. Order cancellations:** Orders, once acknowledged by MSA, may not be cancelled without explicit written authorization by MSA. If and when authorized, the following cancellation fees apply:

**4.1.** Make-to-stock (MTS) Products – 15% of the value.

**4.2.** Make-to-order (MTO) Products and Non-Standard Items (including ATO products) – 100% of the value.

**4.3.** Services:

- For the rejection of an official Service Dept quotation, a fee of \$40 or 15% of the quotation, whichever is the higher will be applicable.

This Order Cancellation policy applies when the Customer cancels all or part of an order after order confirmation from MSA but before shipment of goods or execution of service. Orders cancelled after processing will be treated as a 'Return' with all applicable fees. Order cancellations for Make-to-order products, where production has started, will be treated as a 'Return' with all applicable fees.

More information available here: <https://au.msasafety.com/legalnotices>.

## **5. Pricing**

MSA agrees to sell authorized products to Channel Partners in accordance with the Channel Partner confidential price list terms and conditions.

- 5.1.** Orders will be invoiced at the price in effect on the date the order is received by MSA.
- 5.2.** Orders specifying future date delivery will be invoiced at the price in effect on the future shipment date specified.
- 5.3.** Prices are subject to change without notice.
- 5.4.** MSA reserves the right to limit the value of orders place prior to price adjustments, to the average monthly sales of the previous twelve months.