



Agreement to Purchase & Pay

Purchase Confirmation

I ("Purchaser") confirm my purchase of ____ Fairlight CMI-30A(s) as described in the Fairlight CMI-30A brochure (attached) from Fairlight Instruments Pty Ltd, Australian business number 65 140 173 397 ("Fairlight").

Qty: ____ Fairlight CMI-30A @ \$20,000.00 Australian dollars each.

(If goods are to be delivered within Australia, price is \$22,000 including GST)

Total \$.00

Payment Schedule

Total purchase price is A\$20,000 each, FOB Sydney, Australia (purchaser is responsible for any shipping, duties, taxes etc. applicable to the destination country, including Australia).

I agree to the payment of a deposit ("Deposit") of A\$10,000 per Fairlight-CMI 30A on signing of this Agreement to Purchase and Pay ("Agreement") followed by the balance of the order immediately prior to shipping.

Total Payment Due	\$.00
Deposit of ____ x \$10,000.00 Australian dollars (\$11,000 if goods are to be delivered within Australia)	\$.00
Balance – to be paid immediately prior to shipping	\$.00

Terms and Conditions

- I confirm that I have read and understand the Terms and Conditions as detailed in this Agreement.
- I have initialled the bottom of each page of this Agreement to signify my understanding and acceptance of the Terms and Conditions

Signature of Purchaser _____

Name of Purchaser _____

Date of Order _____

Purchaser's Contact Details

Address _____

City _____

State _____ Zip/postal Code _____ Country _____

Phone _____ Fax _____

Email address _____

How to secure your place on the waiting list

The first 100 Agreements received on or after 1st March 2011, Australian Eastern Standard Time, will be accepted and fulfilled in order of receipt. Agreements will only be accepted if proof of payment is included (valid credit card details or bank transaction receipt – see below).

Return this Agreement to:

Fairlight Instruments Pty Limited (ABN 65 140 173 397)
PO Box 100
Mona Vale, NSW2103
Sydney
AUSTRALIA

Phone: +61 2 9940 0503
Fax: +61 2 8208 9986
Email: waitlist@fairlightinstruments.com.au
Web: www.fairlightinstruments.com.au

Payment Method

Payment can be made by Credit Card by completing the authorisation below or by Electronic Funds Transfer (EFT).

Electronic Funds Transfer

Two EFT payments must be made. The first payment will cover the deposit and must be received by Fairlight within 7 days of the date of this signed Purchase Order. The second payment will cover the balance of the total order cost plus any additional charges such as shipping and insurance and must be made immediately prior to shipping.

Please make payment to the following account:

Fairlight Instruments Pty Limited
Bank: ANZ Bank
Branch: 166 Macquarie Rd, Springwood NSW 2777, Australia
Swift Code: ANZBAU3M
BSB: 012836
Account: 2027 95614

I have paid by EFT (bank transfer). My receipt number is _____

Credit Card Payment

Credit Card payments will be taken in two charges and processed in Australian dollars at the prevailing exchange rate on the day of the transaction. The first charge will cover the deposit and be processed within 14 days of the date of this signed Purchase Order. The second charge will cover the balance of the total order cost plus any additional charges such as shipping and insurance and will be processed within 48 hours prior to shipping.

Payment by Credit Card will attract an additional fee of 1.5% of the total purchase price to cover credit card transactions fees.

OR

I am providing credit card details as below.

Credit Card Information

Credit Card Type: VISA MASTERCARD AMEX (circle applicable)

Name on Card _____

Company Name (if applicable) _____

Card Number _____

Account Type: Personal Business (circle applicable)

Expiry Date _____ CVC Number (3 digits on back of card) _____

Billing Address _____

City _____

State _____ Zip/postal Code _____ Country _____

Phone _____ Fax _____

Email address _____

Authorisation of Card Use

Cardholder agrees that all information provided above is accurate and complete and agrees to accept the charges detailed on this form.

Cardholder Signature _____

Cardholder Name _____ Date _____

Terms and Conditions

1. *Order Confirmation.* Orders are confirmed only on receipt by Fairlight of the Deposit in addition to a signed and initialled copy of this Agreement.
2. *Order acceptance.* A limited number of Fairlight CMI-30A are available for purchase. Orders will be accepted in the order of receipt by Fairlight, but not before Tuesday 1st March Australian Eastern Standard Time. Fairlight may, at its absolute discretion, accept or refuse orders. Fairlight will advise the prospective purchaser within 7 days of receipt of orders whether their order has been accepted or rejected.
3. *Currency.* All figures quoted are Australian dollars and must be paid Australian dollars.
4. *Taxes.* Purchaser is responsible for all taxes and duties that may be applicable. For orders for delivery within Australia, 10% GST must be added to the purchase price and deposit will be \$11,000 per unit. Should Fairlight be required to pay any taxes and duties in relation to the Fairlight product purchased, the Purchaser agrees to reimburse Fairlight for those costs.
5. *Delivery.* Fairlight will make its best efforts to ship your Fairlight CMI-30A(s) within 90 days of the date of this Purchase Order. If not shipped within 30 days of this, or otherwise mutually agreed shipping date, all deposit money paid will be refunded without interest within 7 days of your request in writing.
6. *Customs.* Fairlight product is shipped under the international harmonised commodity code 9207.10.0092 (Music synthesisers).

7. *Freight.* Prices quote exclude freight and insurance.
8. *Title to Goods.* Title to goods purchased only passes to the Purchaser on full payment of the total purchase price including shipping and insurance charges.
9. *Warranty.* Fairlight products are covered by a 1 year parts and labour manufacturer's warranty to the original Purchaser commencing from the date of delivery to the Purchaser.

No goods will be accepted for warranty repair unless an RMA (Return Materials Authorisation) has first been obtained from Fairlight. Should Fairlight product need to be transported to an authorised service agent for repair, the Purchaser will be responsible for shipping and insurance to the service agent and Fairlight will return it to the Purchaser at Fairlight's costs.

Should Fairlight product be supplied through an authorised agent or distributor, the warranty will apply from the date it was received by the distributor's customer. An invoice for purchase must be supplied by the customer in the case of a request for warranty service.

Warranty repairs and maintenance must only be carried out by Fairlight authorised service personnel.

This Fairlight warranty is a limited warranty against faulty materials and workmanship and does not cover damage, deterioration or malfunction resulting from accident, negligence, misuse, abuse, improper installation or operation or failure to follow the product documentation and user instructions. Liability is limited to the repair or replacement of the item and does not include any compensation for any loss arising.

Warranty claims specifically exclude damage caused by shipping or transportation of the product, repair or attempted repair by anyone other than a Fairlight authorised service provider, normal wear, deterioration due to perspiration, corrosive atmosphere or other external causes such as extremes in temperature or humidity, damages attributable to power line surge or other electrical abnormalities.

10. *Software Warranty and Updates.* Fairlight does not warrant that software will be bug-free, error-free, or compatible with third-party software. Any software released by Fairlight for correction of bugs or errors in the CMI-30A software will be available free of charge to purchasers of the CMI-30A for a period of 12 months after purchase. Software updates which extend the functionality of the CMI-30A beyond that offered at the time of purchase may or may not be available free of charge, at Fairlight's absolute discretion.
11. *Warranty Procedure.* In the event of the need for warranty service, please contact:

Fairlight Instruments Pty Limited
PO Box 100
Mona Vale NSW 2103
Australia
Ph: +61 2 9940 0503
Email: service@fairlightinstruments.com.au

12. *Applicable law.* This Agreement is governed by the laws of New South Wales, Australia.