1. DEFINITIONS

1.1 In these Conditions:

1.1.1 “Agreement” means the agreement between CW PRODUCTS and the Buyer concerning the supply of the Goods.

1.1.2 “Buyer” means the entity with whom CW PRODUCTS contracts to supply the Goods.

1.1.3 “Conditions” means the terms and conditions contained in this document and includes those terms, if any, imposed that are not expressly excluded.

1.1.4 “Goods” means goods sold by CW PRODUCTS pursuant to the Agreement.

1.1.5 “GST” means GST as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended from time to time or any other relevant legislation payable for that supply.

1.1.6 “Purchase Order” means the Buyer’s order to purchase the Goods to which these Conditions apply; and

1.1.7 “CW PRODUCTS” means CW PRODUCTS ABN 19 810 045 945, its Employees and other relevant agencies.

2. AGREEMENT

2.1 The Agreement is the entire agreement between CW PRODUCTS and the Buyer for the supply of the Goods.

2.2 Any variation to the Agreement must be in writing and signed by CW PRODUCTS.

2.3 These Conditions replace any standard terms contained in any document issued by the Buyer.

2.4 The Agreement does not create or evidence an agency, partnership, joint venture, or the relationship of employer and employee.

2.5 If anything in these Conditions or becomes for any reason unenforceable, illegal void or void in 1 jurisdiction but not in another jurisdiction, it is severed only in respect of the jurisdiction in which it is unenforceable, illegal or void.

3. PRICE

3.1 Unless otherwise agreed in writing by CW PRODUCTS, the price payable by the Buyer for the Goods only, FOB point of shipment, is quoted, advertised or otherwise indicated by CW PRODUCTS ("Price").

3.2 The Price does not include the cost of insurance, freight, or delivery charges, and is exclusive of all taxes and duties.

3.3 Unless GST is expressly included, the price payable for any supply made under or in connection with these Conditions does not include GST.

3.4 To the extent that any supply is a taxable supply, the GST exclusive consideration otherwise payable for that supply is increased by an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of the supply, and is payable at the same time.

3.5 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary to enable the other party to claim any input tax credit, adjustment or refund in relation to any Amount of GST paid or payable.

4. PURCHASE ORDERS

4.1 All Purchase Orders must be made in writing by the Buyer and will be subject to these Conditions.

4.2 CW PRODUCTS reserves the right to accept or reject in its absolute discretion any order or variation of order in writing by the Buyer.

4.3 Any quotation issued by CW PRODUCTS is not an offer or obligation to sell but an invitation to treat only. A quotation expires 30 days from the date of quotation unless agreed in writing by CW PRODUCTS.

5. DELIVERY DAYS

5.1 CW PRODUCTS will make every effort to deliver the Goods in the shortest possible time.

5.2 CW PRODUCTS will have no liability whether as a result of its own negligence or otherwise for any loss or damage consequential or otherwise if the Goods are not delivered or delivery is delayed.

5.3 Delayed delivery will not entitle the Buyer to cancel a Purchase Order.

5.4 Any statement made by CW PRODUCTS as to the date for delivery of the Goods is an estimate only.

6. ACCEPTANCE OF GOODS

6.1 The Buyer must inspect the Goods upon delivery.

6.2 The Buyer must give CW PRODUCTS written notice within 14 days of delivery of any matter or thing (including short delivery) that the Buyer alleges is not in accordance with the Agreement. If such notice is not given then to the extent permitted by law the Buyer will be deemed to have accepted the Goods and must pay for them in accordance with the Agreement.

7. RETURNS

7.1 CW PRODUCTS may authorise returns of Goods within 30 days of delivery by exercising a Return Authority from the Buyer.

7.2 CW PRODUCTS will only accept returns accompanied by a Return Authority from the Buyer.

7.3 The Buyer must pay all costs of returning Goods, including CW PRODUCTS re-stocking fee, which is 10% of all Goods returned must be returned, inspected in their original packaging and carriage must be prepaid by Buyer.

8. PAYMENT

8.1 Should an account facility be made available to the Buyer by CW PRODUCTS, the Buyer may pay for the Goods within 30 days from the date of CW PRODUCTS invoice to the Buyer. In the absence of an account facility being made available, the Buyer must either, at the option of CW PRODUCTS, make payment at the time of exercising the Purchase Order or Payment for the Goods must be made in cleared funds.

8.2 Any payment made will attract interest until the time of payment at a rate equal to 3 percentage points above Westpac Banking Corporation’s Corporate Indicator Lending Rate. Interest accrues on a daily basis.

8.3 Should the Buyer default in the payment of any monies due under this Agreement then all monies due to CW PRODUCTS shall at the option of CW PRODUCTS immediately become due and payable.

8.4 Any collection costs incurred by CW PRODUCTS in connection with recovering any outstanding monies, including debt collection agency fees and legal costs (calculated on a solicitor and client basis) shall be reimbursed by the Customer.

8.5 The Goods will be at the risk of the Buyer from the time of transfer or withhold payment in whole or in part or for any reason unless agreed by CW PRODUCTS in writing.

8.6 If the Buyer is the trustee of a trust it enters into this Agreement, its capacity as trustee of the trust and it warrants to CW PRODUCTS that the trust deed establishing the trust allows the trustee to be indemnified by the trust.

8.7 Where the Goods are supplied to the Buyer on credit, the Buyer must (to secure the performance of the Buyer of its obligations under the Agreement), if requested by CW PRODUCTS, provide an irrevocable guarantee for an amount reasonably determined by CW PRODUCTS from a financial institution, in a form approved by CW PRODUCTS.

8.8 Time is of the essence in respect of the Buyer’s obligation to make payment for the Goods.

9. RISK AND TITLE

9.1 Risk in the Goods will pass to the Buyer immediately upon delivery.

9.2 Property in the Goods will not pass to the Buyer until payment for all goods supplied by CW PRODUCTS to the Buyer has been paid for in full.

10.  PAYMENT

10.1 Subject to clause 12 and to the extent permitted by law, these Conditions exclude all conditions, warranties, liabilities or representations in relation to the Goods.

11. BUYER’S WARRANTY

11.1 The Buyer warrants that the Goods are sold by the Buyer to the Buyer in accordance with the request of sale in the course of the Buyer’s business or for using them or incorporating them into other products in the course of such business and not for the Buyer’s personal, domestic or household use or consumption.

11.2 If the Buyer re-sells the Goods, the Buyer must transfer to the purchaser of those Goods the benefit of any warranty.

12. CW PRODUCTS WARRANTY

12.1 Subject to any express warranty or exception in the agreement between CW PRODUCTS, the Goods will be free from defects in materials and workmanship under normal and proper use for a period of 5 years from the date of manufacture or if this date is not ascertainable 5 years from the date of invoice to the Buyer. The warranty period with respect to motors, controls and accessories used for residential purposes, doors and residential gates is, however, 2 years from the relevant date of manufacture or invoice and 1 year for electronics, solar panels and batteries.

12.2 To the extent permitted by law, CW PRODUCTS liability for any breach of clause 12.1 is limited (at CW PRODUCTS option) to repairing, replacing, or refunding the price of the Goods, or the supply of equivalent Goods. CW PRODUCTS will not be liable for any consequential damage or loss incurred during or following installation or reinstatement of the Goods.

12.3 The Buyer is responsible for all installation, removal and freight costs associated with the repair, replacement or refund of the Price of the Goods, pursuant to this clause.

12.4 Property in the Goods or parts of the Goods that are replaced pursuant to this warranty will remain the property of CW PRODUCTS.

13. PRIVACY

13.1 Where the Goods are supplied to the Buyer on credit the Buyer irrevocably authorises CW PRODUCTS, its Employees and other relevant agencies to investigate the creditworthiness of the Buyer with respect to the supply of such credit (including but not limited to) making enquires of, and exchanging information (including some personal information) with the Buyer’s trade referees, bankers and credit providers, and with credit rating agencies (“Information sources”) and the Information sources such information to disclose to CW PRODUCTS such information in their possession concerning the Buyer that is requested by CW PRODUCTS.

13.2 For the purposes of the Privacy Act 1988 where an individual, CW PRODUCTS declares that it collects personal information in the course of providing its products in the course of the ordinary administration of its business. If the Buyer does not want to receive promotional material from CW PRODUCTS, he or she can inform CW PRODUCTS. The Buyer can also request access to his or her personal information by making a written request to CW PRODUCTS.

14. OWNERSHIP OF BUYER

14.1 Buyer must notify CW PRODUCTS within 7 days of any alteration to its registered particulars.

14.2 Where Goods are supplied to the Buyer on credit, Buyer must notify CW PRODUCTS in writing within 14 days of any of:

(1) addition or alteration to the shareholding or partnership of Buyer (if Buyer is a company).

(2) addition or alteration to the partnership (if Buyer is a partnership).

(3) intended sale of the Buyer’s business (“Ownership Changes”).

14.3 If there are any changes in the Buyer, CW PRODUCTS may, in its absolute discretion, withdraw credit facilities for that Buyer.

15. GOVERNING LAW AND JURISDICTION

15.1 The law of South Australia governs the Agreement.

15.2 The parties submit to the non-exclusive jurisdiction of the courts of South Australia and the Federal Courts of Australia.