

Term and Conditions

Custom Doors Melbourne ABN 83791489699

GENERAL TERMS & CONDITIONS OF SALE:

Definitions: "CDM" means Custom Doors Melbourne and affiliates. "CUSTOMERS" means person or company to whom the quotation is submitted. "The Quotation" means techno commercial offer to which these terms and conditions are applied. "The Contract" means the contract or order formed upon acceptance by the purchaser of the quotation.

Prices, Estimates and Quotations

Any quotation made by Custom Doors Melbourne is not a tender to sell and no order given in pursuance of any quotation shall bind Custom Doors Melbourne until accepted by it in writing or by the start of the supply of the goods the subject of the order.

The quotation is for supply of goods to be supplied or imported by CDM for the customer or purchased from another manufacturer, the price quoted are calculated on the basis of duty, freight, insurance, clearance and other similar charges as applicable, ruling at the date of the quotation and any increase therein shall be to the account of the customer.

Once order placed, no order will be cancelled by the customer apart from in writing and then only with the prior written approval of Custom Doors Melbourne. Which, Custom Doors Melbourne may withhold at its judgment and without being required to give a reason.

Quotations are subject to change without notice. All prices quoted are exclusive of GST unless otherwise stated.

RETENTION OF TITLE

Title in the material delivered remains with Custom Doors Melbourne until Custom Doors Melbourne has received payment in full of all money owing by the customer and if payment is not made by the due date. Custom Doors Melbourne shall, without intolerance to any other remedies available to it, be entitled to retake possession of the goods and hold them until payment in full has been received or to resell the goods and to recover the deficiency on resale plus costs of repossession from the customer. For so long as title in the goods remains with Custom Doors Melbourne, the customer will hold the goods as supplied for Custom Doors Melbourne, and if the customer sells the goods. The proceeds of sale thereof are held on trust for Custom Doors Melbourne, and if payment for the goods is not made on a due date. Custom Doors Melbourne and or its authorised agents have the right to enter the customer's premises or other premises in which the goods are located to take ownership of the goods. Notwithstanding the foregoing, all intellectual properties rights in the goods and associated trademarks and drawings shall always remain the property of Custom Doors Melbourne.

To the extent permitted by the Personal Property Securities Act ("PPSA"), the customer has no right to receive a notice of removal of an accession under the PPSA; has no right to retain an accession under the PPSA; waives its right to receive notice of a certification or financing charge statement; and agrees that the provisions of chapter 4 of the PPSA are excluded.

RISK

Risk in the goods shall pass to the customer upon delivery. The customer must insure the goods from the time of delivery to the customer and, pending payment in full, insure the goods in the names of Custom Doors Melbourne and the customer for their respective interests. Any materials supplied by the customer to Custom Doors Melbourne are supplied at the customer's risk in all respects.

DELIVERY

(a) All orders and contracts are accepted and agreements entered into subject to Acts of God, strikes, lockouts, accidents and all other causes beyond Custom Doors Melbourne control.

(b) The goods shall be collected by the customer at, or dispatched from, the Custom Doors Melbourne premises specified in the quotation. Custom Doors Melbourne has the right to make partial deliveries against the customer's purchase order and to invoice each partial delivery separately.

(c) The goods shall be deemed to have been delivered to the customer when collected by the customer or loaded on to the carrier's vehicle at Custom Doors Melbourne premises (notwithstanding that Custom Doors Melbourne may have engaged the carrier).

CLAIMS

Goods should be examined on arrival and any apparent damage or loss endorsed on the carrier's receipt. A detailed claim in writing for any damage or loss must be received by the carrier and "CDM" within five (5) working days of the date of CDM delivery docket. All claims and notifications must be sent by recorded delivery. Failure to comply with these conditions may invalidate any claim, at CDM discretion.

PAYMENT TERMS

Payment for goods purchased from "CDM" must be on a payment with order basis, following which "CDM" will issue a tax invoice to the customer. However, if any approved account has been established with "CDM", payment must be received by the last working day in the calendar month following the month in which CDM issues its tax invoice.

If the customer fails to pay the amount due to "CDM" on or before the due date, then "CDM" shall have the following rights in addition to any other rights it may have.

(a) To charge interest on the amount owing as from the due date for payment until the date payment is made at the rate of 1.5% per month or part thereof; and

(b) To cancel orders or to suspend deliveries to the customer whether under the contract in respect of which payment is overdue or otherwise until all amounts due, including interest payable thereon, have been received.

The customer shall indemnify "CDM" against all costs, losses and damages (including but not limited to legal costs on a solicitor/client basis, accounting costs and loss of profit) incurred or suffered by "CDM" as a result of such default and actions taken by "CDM" in respect of the same.

TOLERANCES

References to material size, width, height and weight are approximate only. Whilst every effort made for these figures to be accurate, it must be understood that the specification of goods manufactured and supplied by "CDM" is subject to normal trade 1% to 5% tolerances.

LIMITED LIABILITY

(a) In no event shall "CDM" be responsible for any consequential loss, penalties, expenditure, damages or losses suffered or incurred by the customer arising out of any delay in delivery or caused by or arising out of any use of or dealing with the goods, whether arising from any defect in the goods, unsuitability for the customer's purpose, negligence by "CDM" or its employees or agents or in any other way.

(b) Unless otherwise agreed in writing, "CDM" liability to the customer for breach of any mandatory guarantees, undertakings, conditions and warranties implied into the agreement between "CDM" and the customer for the supply of the goods by operation of the Competition and Consumer Act 2010 and applicable State and Territory legislation ("Consumer Protection Laws") is limited, at "CDM" option to:

(i) Replacing the goods or supplying equivalent goods; or

(ii) Paying the cost of replacing the goods or acquiring equivalent goods.

(c) Without prejudice to paragraphs 10(a) and (b) and subject to the Consumer Protection Laws:

(i) Any goods supplied, but not manufactured, by "CDM" shall be covered only by the express warranty, if any, of the manufacturer of such goods;

(ii) "CDM" and its suppliers shall have no obligation in respect of any goods which have been improperly stored or handled or which have not been installed, operated or maintained according to instructions given by "CDM" or contained in supplier furnished manuals; and

(iii) Any such warranty shall be void if the customer replaces any goods supplied or proposed to be supplied by "CDM" with goods supplied by any other person.

(d) For the purpose of ensuring proper installation of the goods, the customer hereby grants "CDM" reasonable access to the installation site and shall comply with any directions given by "CDM" regarding the correct method of installation.

NON STOCK ITEMS

Non stock goods, being goods not stocked by "CDM" and ordered by "CDM" from its supplier to the customer's specifications, are not returnable by the customer to "CDM".

TERMS & CONDITIONS PREVAIL

These terms and conditions shall apply to all contracts for the supply of goods made between "CDM" and the customer, to the exclusion of any terms and conditions contained on the customer's purchase order or any other document submitted by the customer to "CDM", and may only be amended by written agreement between "CDM" and the customer. Any waiver by either "CDM" or the customer shall only be effective if in writing.

GOVERNING LAW & ASSIGNMENT

(a) These terms and conditions shall be subject to the laws of the State of Victoria, and "CDM" and the customer agree to submit to the non-exclusive jurisdiction of the courts of the State of Victoria and courts competent to hear appeals there from.

(b) The customer may not assign or transfer any of its rights or obligations under these terms and conditions to any other person whatsoever without the prior written approval of "CDM" which may be withheld by "CDM" in its absolute discretion and without having to give a reason.

All products should be checked before use and if any problem arises with the quality please let us know immediately to resolve the problem. If you use the products with any problem then legally we are not liable for any damage from those products you used. After use the products by customer, Custom Doors Melbourne is not liable for replacement or refund for those products.

ALTERATION: The above terms and conditions may be changed by the seller from time to time without any notification in writing and such variations shall be binding on the customer.

TERMINATION: This agreement may be terminated immediately by seller if customer is unable to meet its obligations as they mature or in the case of proceeding under bankruptcy against the customer, or if receivers for customer are appointed or applied for or if any assignment for the benefit of creditors is made by customer. This agreement will otherwise remain in full force and effect continuously until either party cancel with a minimum of thirty day written notice to the other party.

OBLIGE MAJEURE: SELLER will not be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance due to any cause or circumstances beyond its control, including but not by way of limitation any failures or delays in performance caused by any strikes, lockout, or labour disputes, fires, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with the law of the Australia or with the orders or policies of any governmental authority, delays in transit or delivery on the part of the transportation companies or communication facilities, or failures of sources of materials. Seller may, at its option, make deliveries with reference to itself and all its customers.

LIMITATION OF LIABILITY. SELLER and BUYER each agree to protect, defend, indemnify and hold harmless each other and each other's subsequent parents, subsidiaries, affiliates and the officers, directors, employees of each, from and against all claims, demands and causes of action of every kind and character without limit and without regard to the cause or causes thereof or the negligence or fault, active or passive, of any party or parties including the sole, joint or concurrent negligence of the other party and any theory of strict liability arising in connection herewith in favour of the other party's employees, invitees or subcontractors or their

Employees on account of bodily injury, death or property damage. SELLER WILL NOT BE LIABLE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, OR

CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, FACILITY DOWNTIME, LOSS OF PROFIT OR BUSINESS INTERRUPTION WHETHER ANY SUCH CLAIM OR LAWSUIT BE BASED ON TORT, CONTRACT OR OTHERWISE. IN NO EVENT WILL RECOVERY OF ANY KIND AGAINST SELLER BE GREATER THAN THE PURCHASE PRICE OF THE SPECIFIC GOODS SOLD WHICH CAUSED THE ALLEGED