

TERMS AND CONDITIONS

1. INTERPRETATION

This agreement shall be subject to the provisions of the Trade Practices Act 1974 and any statutory amendment or reenactment thereof for the time being in force. Unless otherwise inconsistent with the context the word "person" shall include corporation, "Company" shall mean Pace Electronics Pty Ltd (securitywarehouse.com.au) and its agents, servants and employees, and any of its subsidiaries as defined in Section 7 of The Companies Act & Codes (if such subsidiary is named as the party making or accepting the order), "goods" shall include services, and "Purchaser" shall mean and include the person to whom any quotation is made and shall include any person offering to contract with the Company on these terms and conditions. Words importing the singular number shall be deemed to include the plural and vice versa. Words importing the male gender shall be deemed to include the female and neuter gender and vice versa.

2. OFFER AND ACCEPTANCE

Any quotation made by the Company is not an offer to sell or to provide services and no order given in pursuance of any quotation shall bind the company until accepted by it in writing or by the commencement of supply or the provision of services. Unless otherwise agreed in writing all orders are subject to acceptance by the Company within 30 days of receipt by the Company of the Purchaser's order and these terms and conditions shall be deemed to be incorporated in any agreement between the Company and the Purchaser. Any terms and conditions contained in any order offer acceptance or other document of the Purchaser and all representations statements terms conditions and warranties (whether implied by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law. Insofar as goods or services supplied by the Company are not of a kind ordinarily acquired for personal domestic or household use or consumption, and unless the Purchaser establishes that reliance on this provision would not be fair and reasonable, the Liability for breach of a condition or warranty implied into this contract by the Trade Practices Act 1974 (other than a condition implied by Section 69) is limited:

- in the case of goods to any one of the following as determined by the Company:
 - the replacement of the goods or the supply of equivalent goods; or
 - the repair of the goods; or
 - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - the payment of the cost of having the goods repaired.
- in the case of services to any one of the following as determined by the Company:
 - the supplying of the services again; or
 - the payment of the cost of having the services supplied again.

3. DELIVERY

(a) Any date quoted for delivery is an estimate only and unless a guarantee shall have been given by the Company in writing providing for liquidated damages for failure to deliver by the quoted date the Company shall not be liable to the Purchaser for any loss or damage howsoever arising even if arising out of the negligence of the Company for failure to deliver on or before the quoted date. The Purchaser shall accept and pay for goods if and when tendered notwithstanding any failure by the Company to deliver by the quoted date. Written advice to the Purchaser that goods are ready for delivery whether in whole or in part shall apply.

(b) Subject to the provisions of Section 74 of the Trade Practices Act 1974 and to the warranties therein implied that services will be rendered with due care and skill and that any materials supplied in connection with those services will be reasonably fit for the purpose for which they are supplied, the Company shall not be liable to any Purchaser or other party for any direct or indirect or consequential loss or damage whatsoever by reason of any delay in delivery whether the same is due to the negligence of the Company or any other party, strike or any other industrial action be it of the Company or other party, or any other cause whatsoever.

(c) The Company reserves the right to deliver by instalments. If delivery is made by instalments the Purchaser shall not be entitled:

- to terminate or cancel the contract; or
- to any loss or damage howsoever arising for failure by the Company to deliver any instalments on or before the quoted date.

(d) It is agreed that the Company shall not be responsible for delay in manufacture or delivery caused by, or in any way incidental to an act of God, war, fire, breakages of machinery or strikes or arising out of any other unexpected or exceptional cause, or any cause beyond the Company's reasonable control.

(e) Any quotation containing a provision to supply goods "ex stock" is subject to fulfilment of prior orders at the date of receipt of the Purchaser's order.

4. CANCELLATION

Subject to Section 75A of the Trade Practices Act 1974 and without limiting the entitlement of a consumer to rescind a contract as provided in that Section, any order may only be cancelled, varied or suspended with the written consent of the Company and in the event of such cancellation, variation or suspension, the Purchaser undertakes to reimburse and indemnify the Company for any costs expenses or charges incurred by the Company in preparation for and in the execution of an order.

5. QUANTITIES

No claim for shortage of delivery or shortfall or excess in capacity or performance of less than ten per cent of that ordered will be made by the purchaser and in any event shall not exceed the invoiced unit price of the goods in respect of which the claim is made. This Condition 5 does not apply when the Purchaser is a Consumer for the purposes of the Trade Practices Act 1974.

6. DESCRIPTION AND SPECIFICATIONS

(a) Whilst every effort is made to ensure their accuracy, the descriptions illustrations and material contained in any catalogue price list brochures leaflets or other descriptive matter provided by or on behalf of the Company represent the general nature only of the items described therein and, save where the Company has accepted an order for goods specified as so described or illustrated, shall not form any part of any order or agreement or amount to any representation or warranty and, save as aforesaid, the use of such description or illustration shall not constitute a contract of sale by description. The Company reserves the right to modify the design of goods without notice.

(b) The Purchaser warrants that any goods manufactured constructed assembled or supplied by the Company which are based in whole or in part upon designs drawings or specifications supplied to the Company by or on behalf of the Purchaser shall not infringe any letters patent or registered designs. The Purchaser shall indemnify and keep indemnified and hold harmless the Company against any action loss cost claim or damage that may be brought against or suffered by the Company for any breach of this warranty by the Purchaser.

(c) The Company does not warrant or guarantee and it shall not be a term of any agreement between the Company and the Purchaser that any goods manufactured constructed or supplied by the Company which are based upon any designs drawings or specifications supplied to the Company by or on behalf of the Purchaser will achieve any standard of performance or capacity whatsoever and the Purchaser acknowledges that it does not rely on the skill and judgement of the Company for the fitness for any purpose of any goods so manufactured constructed or supplied.

7. MINIMUM CHARGE

The Company reserves the right to increase the amount charged on any invoice up to the minimum charge as established by the company at the date of the invoice.

8. WAIVER

Failure by the Company to insist upon strict performance of any term or condition hereof shall not be deemed a waiver thereof or of any rights which the Company may have and shall not, and nor shall any express waiver, be deemed to be a waiver of any subsequent breach of any term or condition.

9. GUARANTEE AND WARRANTY

(a) Except when the Purchaser is a Consumer for the purposes of the Trade Practices Act 1974 and the conditions warranties and rights implied by that statute cannot be excluded, and subject always thereto, representations promises statements warranties and conditions [whether (subject as aforesaid) statutory express or implied] regarding any goods or services supplied by or on behalf of the Company are expressly excluded. The Company shall not be liable for any loss or damage whatsoever and howsoever arising whether direct indirect or consequential or in respect of any claim whenever and however made for any loss or damage deterioration deficiency or other fault or harm in the goods manufactured, work executed or services provided or on behalf of or in any arrangement with the Company or occasioned to the Purchaser or any third or other party or to his or their property or interest and whether or not due to the negligence of the Company its servants or agents. Unless otherwise agreed in writing, the application (use of) all goods and designs shall be at the Purchaser's risk.

(b) As soon as any of the facts or matters which form any part of any claim or complaint whatsoever become known to the Purchaser, the Purchaser shall within fourteen days notify the Company in writing of the same.

(c) The Company's liability shall be limited in all circumstances to the repair or replacement or monetary compensation at the option of the Company of any goods manufactured by it which are returned only upon the written authority of the Company.

(d) The Company shall not be liable in any circumstances for any:

(i) defects or damage caused in whole or in part by misuse, abuse, neglect, electrical or other overload, non-suitable lubricant, improper installation repair or alteration (other than by the Company) or accident.

(ii) any transport installation removal labour or other costs.

(iii) goods not manufactured by it but the Company will endeavour to pass on to the Purchaser the benefit of any claim made by the Company and accepted by the Purchaser and the benefit of any claim made by the Company and accepted by the manufacturer of such goods under a warranty given by the manufacturer provided that nothing contained in this subparagraph shall limit the rights of the Purchaser to proceed against the Company pursuant to the Trade Practices Act 1974.

(iv) technical advice or assistance given or rendered by it to the Purchaser whether or not in connection with the manufacture construction or supply of goods for or to the Purchaser provided always that the Company has rendered such services with due care and skill and that any materials supplied in connection with those services are reasonably (generally) fit for the purpose for which they are supplied.

10. INSOLVENCY & DEFAULT

If (a) the Purchaser makes default in any payment due hereunder; (b) a resolution is passed or proposed or a petition is presented or an application filed for the winding up of the Purchaser; (c) a receiver or receiver and manager is appointed of the property or any part of the property of the Purchaser; (d) the Purchaser makes or proposes to make any arrangement with its Creditors; (e) the Purchaser is placed under official management; (f) execution is levied upon the assets of the Purchaser for an amount in excess of \$1,000.00 and is not delivered or cancelled the contract without prejudice to its rights hereunder PROVIDED HOWEVER that the Company may at any time and from time to time upon such terms as it may determine waive any of the rights under this Clause, but without prejudice to its rights thereafter to rely upon the happening thereafter of any of the events hereinbefore referred to or upon the continuation after any such waiver of any state of affairs the subject of such waiver.

11. TITLE LIEN

(a) Title to the goods to be delivered will not pass to the Purchaser until payment in full for the goods has been received by the Company. Until the date of final payment the Purchaser shall store the goods so that they are clearly identified as the property of the Company.

(b) In addition to any lien to which the Company may, by statute or otherwise, be entitled, the Company shall in the event of a Purchaser's insolvency, bankruptcy or winding up be entitled to a general lien on all property or goods belonging to the Purchaser in its possession (although such goods or some of them have been paid for) for the unpaid price of any other goods sold and delivered to the Purchaser under this or any other arrangement understanding or contract.

12. INSURANCE

In the event that the goods are covered by insurance taken out by the company, the company will only be liable to the extent of any indemnity provided.

13. RISK

Unless otherwise agreed in writing all goods shall be at the Purchaser's risk upon delivery to the Purchaser his carrier or agent.

14. PAYMENT

(a) Unless otherwise agreed in writing (including but not limited to formal quotations, tenders etc) payment terms are net cash 30 days from the end of the month in which the goods are delivered to the Purchaser his carrier or agent.

(b) If the Company does not receive forwarding instructions sufficient to enable it to despatch the goods within 14 days of notification that they are ready, the Purchaser shall be deemed to have taken delivery of the goods and the terms of payment shall apply from such date.

15. PRICE

(a) Unless otherwise expressly agreed in writing the price of the goods shall be that price charged by the company at the date of delivery plus the amount which the Company is required to pay on account of any excise, or sales taxes or any other taxes or charges which may be established or levied by any governmental authority (domestic or foreign) upon the goods or any part thereof, or the manufacture, use, sale of or delivery thereof.

(b) Unless otherwise specified any prices quoted do not include transpiration costs. Goods shall be supplied ex works.

(c) The prices quoted are based on present day cost of labour and materials and will be subject to contract price adjustment at the option of the Company.

16. TOOLING & DIES

(a) All patterns, dies, moulds or other tooling manufactured or obtained by the Company on behalf of the Purchaser shall be at the sole cost of the Purchaser.

(b) The Company shall use its best endeavours to maintain all such items in good order and condition unless the Company in its sole discretion determines that the effective working life of such items has expired in which case the Company shall notify the Purchaser accordingly. The Purchaser shall insure such items against all risks whilst in the Company's custody.

(c) The Company shall not be responsible for any loss damage or injury occurring to such items unless such loss damage or injury has been occasioned by the negligence of the Company. Any claim for such loss damage or injury shall not exceed the cost of restoring them to good order or condition or replacing them, whichever may be the less expensive.

(d) The Company may dispose of such items as it sees fit after the expiration of three months written notice to the Purchaser of its intention to dispose if during such period the Purchaser fails to claim possession of them.

(e) The Company shall not be responsible for any loss damage or injury occurring to any patterns, dies, moulds or other tooling supplied by the Purchaser unless such loss damage or injury has been occasioned by the negligence of the Company. Any claim for any such loss damage or injury shall not exceed the cost of restoring them to good order or condition or replacing them, whichever may be the less expensive. The Purchaser shall insure such items against all risks whilst in the Company's custody. The Company shall return such items to the Purchaser on completion of the contract or as otherwise directed by the Purchaser.

(f) The Purchaser shall not be entitled to claim possession of any items under paragraphs (d) or (e) above until payment in full of the price of any goods sold by the Company under this contract or any other arrangement understanding contract or and any moneys owing by the Purchaser to the Company in relation to such items and in addition to any right of lien to which the Company may by law be entitled the Company shall be entitled to a general lien on all such items in the Company's possession for the unpaid price of any goods sold by the Company under this or any other contract and any moneys owing by the Purchaser to the Company in relation to such items.