

CG Doors: Terms of Supply of Goods and Services

The following terms and conditions ("Terms of Supply") apply to credit facilities and all purchases of goods or services made by you ("You") from Raymond and Kirsten Mattysen trading as CG Doors ("we" or "us").

1 Terms and Acceptance of Orders:

- (a) All goods and services that we supply to you (the "Works") are supplied pursuant to these Terms of Supply unless we agree otherwise in writing. We may amend these Terms of Supply from time to time.
- (b) This quotation is valid for a period of 30 days from the date of quotation and if not accepted within that period shall automatically lapse.

2 Price

- (a) The price contained in this quotation is based on rates and costs as at the date of quotation of materials, transport, labour, duties and Insurance etc.
- (b) In the case of any such cost rising between date of tender and completion of work the accepted price shall be amended to cover such variation.
- (c) A mileage charge is applicable if site address is outside the (45km) radius from the factory.
- (d) Discounted prices are only available when payment is received as per terms of trade, In the event of non-payment, any discounts previously offered will be withdrawn and the full amount will then be due, in addition to any overdue interest & charges. All prices are excluding GST unless otherwise mentioned.
- (e) Site measure should take place within 4 weeks from quote acceptance. If measure cannot be done within this time frame, addition charges may be added due to material cost increases.
- (f) From measure to install for a door must be completed within 12 weeks.
- (g) If the site is not ready within 12 weeks from measure date, CGDOORS retains the right to charge for storage at \$15 per door, per week (excluding GST) thereafter until installation unless agreed upon prior.

3 Ownership Retention:

- (a) We will remain the owner of the goods you purchase from us (the "Goods") until paid for in full, even if you incorporate the Goods with other products.
- (b) You irrevocably authorise us to enter premises where the Goods are located (or we believe them to be located) and take possession of and/or remove them while we remain the owner if you are in default of any provision in this agreement and you agree to and shall indemnify us from any liability arising from any claims made by any third party as a result of such exercise.
- (c) If you wish to resell any Goods before you become the owner, you may do so only if the sale is made in the ordinary course of your business. You must then immediately pay for the Works and hold the proceeds in trust for us until you do so.
- (d) You acknowledge that these Terms of Supply are a Security Agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") that create a Purchase Money Security Interest as defined in the PPSA in favour of us in the Goods and the proceeds of the Goods and that we may at any time register a financing statement on the Personal Property Securities Register to protect our security interest in the Goods.
- (e) You will not permit any third-party security interest to subsist in relation to the Goods.
- (f) You will not change your name and if you are a company, you will not change your directors without first notifying us in writing at least 14 days before such change takes effect.
- (g) While we retain ownership of Goods in your possession or under your control, you must properly store and secure the Goods, and insure the Goods for their full replacement value until the Goods are sold pursuant to sub-clause above or consumed in the ordinary course of your business.
- (h) You will not permit the Goods to become mixed with other goods so as to become undistinguishable or allow any accessions to be incorporated into the Goods.

4 Payment:

- (a) A non-refundable deposit is required upon placing an order
- (b) You must pay for the Works (including any delivery charges) within 7 days following the date upon which we provide an invoice for the Works to you, without any set-off or deduction. We may, however, require you to pay sooner, possibly before the Works are provided to you.
- (c) If a payment due to us is overdue or we determine in our sole opinion that you are unable or unlikely to immediately pay your debts to us we will be entitled to cancel all or part of your orders which have not been delivered in full.
- (d) We may receive a rebate, commission or fee from our suppliers for selling Works to you
- (e) If CG DOORS deems the credit of the Buyer is unsatisfactory it may require security for payment and may withhold delivery and/or cease installation.
- (f) If the Buyer shall commit any act of bankruptcy, CG DOORS may at its option suspend or terminate the contract and payment for all materials delivered or work performed up until the date of termination, including costs thereof and other monies payable here under shall immediately become due and payable

5 Overdue Payments:

- (a) If we demand it you must pay in respect of all overdue payments:
 - i. interest at our then current default interest rate (as advised by us and in the absence of such advice then at our bank's commercial unsecured overdraft rate plus a margin of 5% per annum) compounding monthly for the period from the date payment is due until the date we receive payment. We may review our default rate from time to time;
 - ii. a late payment administration charge of \$20.00 per month.
- (b) You must immediately pay all costs (including legal costs on a solicitor-own client basis) incurred by us in collecting or attempting to collect any overdue payments including any interest and all debt collection costs.

6 Risk:

- (a) Risk in all Works will pass to you on delivery even though we may remain the owner of them.

7 Installation:

- (a) Where the quotation specifically includes, the installation will always exclude preparing and / or making or alteration of; Foundations, buildings, structures clear passage to all parts thereof, scaffold and installation and / removal thereof.
- (b) All necessary amenities for CG DOORS employees, power and connections within twenty meters of power required.
- (c) Safe on-site storage of all CG DOORS goods, tools and products.
- (d) Providing of equipment for all necessary horizontal and vertical transport on the building site, outside the scope as described in tender if any.
- (e) To enable garage door installation, any door jambs, internal wall/ceiling linings where used, must be in place, and the floor area clear to allow the installer access as informed on the quotation. If installation needs to be re-scheduled due to access issues an additional callout fee may apply.
- (f) CG DOORS are in no way liable for damages/repairs to wall linings due to lack of or incorrect placement of fixings in order to hang/install doors and their components

9 Delivery:

- (a) All delivery times are subject to confirmation at time of acceptance of tender. No responsibility is accepted by CG DOORS for or arising out of late deliveries of materials which CG DOORS procures from other manufacturers, which CG DOORS is not liable for loss or damage incurred by the Buyer by reason of delays or defaults in performance resulting directly or indirectly from hostilities, strikes, labour disputes, acts of God, vis-major, sanctions, acts, regulations or orders of any government, breakdown of machinery or transportation or any other cause of any nature beyond the control of CG DOORS. Loss, damage or deterioration of or to the materials shall be borne by the Buyer from the date when the materials have been delivered or deemed to be delivered. The contract shall arise upon the Buyer's acceptance of this quotation. No departure from these terms and conditions shall be recognized unless specified in this quotation.

8 Warranties:

- a. We warrant that the Works supplied are free from defects that could be ascertained by us at the time of their supply.
- b. Electronic parts or parts used for repairs are non-returnable. All goods are thoroughly checked and in working order prior to leaving the factory.
- c. All other guarantees, warranties and representations in relation to goods or services or their supply (including those expressed or implied or contained in the Sale of Goods Act 1908 and the Consumer Guarantees Act 1993) are excluded except to the extent that we cannot lawfully exclude them. If you are a business or the Works are acquired for business purposes or the Works are not of a kind ordinarily acquired for personal use the provisions of the Consumer Guarantees Act 1993 shall not apply.
- d. Parts, labour and workmanship are warranted for 2 years (5 years on the internal motor and 1 year on the electronics) from date of purchase/supply to the original purchaser only, subject to the following;
- e. Doors must be maintained in accordance with the advice provided on the door label/with your manual. If your door label is missing, contact our office for advice. Some advice under FAQ tab on our website.
- f. Warranty excludes unsuitable coatings and stains, and any subsequent damage to the door as a result of inadequate or improper application of such coatings. Warranty excludes doors that are damaged with scratches / water stains etc.
- g. Doors that are damaged due to improper use, installation or neglect and doors that are not serviced are not covered under this warranty.
- h. Cedar Doors, Perfect matching during manufacturing is not guaranteed under this warranty. Natural variations in colour, grain or texture of the wood are not considered defects. As Cedar is a natural product it is accepted that some minor knots and colour variations are possible. By request "Special Selected" orders will minimize this. (There is a charge for this request and needs to be stated on the order form) Cedar doors are fitted in bare timber condition and left hung open and it is up to the owner to have the door paint ASAP (24hrs max) and MUST not be exposed to any type of weather before the coating is applied... As cedar/timber is a natural wooden product it is not covered for any warping/cracking/splitting etc. This is a natural occurrence of timbers and your coating system is to help prevent this from happening, any internal damage due to the above problems is not covered as it is up to your coating system to prevent this from happening, (CGDOORS only recommends CD50 oils or similar above any other to help preserve your doors timber). No warranty what so ever for dark colours applied to timber. (Owners own risk)
- i. Claims under the warranty must be made to the supplier from whom the door was purchased; liability shall be discharged by replacement/repair of the door only. And under no circumstances exceeds original the price of the door. For retail installed Sales: An onsite service fee may apply,
- j. For Wholesale Trade sales/Ex factory Sales: Claims for damaged or defective goods: CGDOORS may, at our discretion, repair any damaged or defective goods, provided, (a). The buyer returns the goods to the factory within Fourteen (14) days of delivery at their cost. RTB (return to base) together with a copy of the invoice and a claim specifically identifying the damage or defect(s); and (b). CG DOORS is given a reasonable opportunity to investigate the claim. CG DOORS is not responsible for any further transport costs or any re-installation of the goods.
- k. If the Buyer does not comply with the above requirements, the Buyer will be deemed to have accepted the goods and CG DOORS will not incur any liability whatsoever to the Buyer in relation to the goods.
- l. This warranty excludes all other warranties, expressed or implied, no person or representative is authorized to extend, modify or change the provisions of this warranty in connection with the sale, installation or use of CG DOORS products.
- m. Steel door coatings must be washed once every 1 to 2 months or every 2 to 3 weeks if within 30km of the ocean/sea salt: Regular washing of the coating using a solution of warm water and nonabrasive, pH neutral detergent solution. Surfaces should be

thoroughly rinsed after cleaning to remove all residues. All surfaces should be cleaned using a soft cloth, sponge or a soft natural bristle brush.

- n. Any door installed by Craftwork Garage Doors should be serviced within the first 12 months after install and then annually to maintain warranty. Failure to service the door will void any warranty on all parts and motors.
- o. Doors over 2.2H and 4.8W or otherwise noted to be very heavy should be serviced in the first 6 months

9 Limitation of Liability:

- a. We will not be liable for any indirect or consequential loss incurred by you as the result of any act or omission by us.
- b. We will not be liable to you for failure to deliver the or any Works by a specified date or for loss caused by anything which is beyond our reasonable control.
- c. Our liability to you whether arising in contract, tort (including negligence), equity, by virtue of a breach of any statutory duty or warranty or otherwise is limited to the cost of the Works as paid by you.
- d. We may, at our option, either replace or refund to you the price you paid us for any Works that are defective.
- e. Except to the extent required by law we will not accept responsibility for any defective Works unless:
 - i. you notify us of the defect within 5 working days of your receiving the Works (time being of the essence); and
 - ii. you allow us to fully investigate your claim and you will, if requested, return the Works or, if we so request, a sample of the Works to us at your cost for inspection at our cost.
- f. This clause will not apply to the extent that the law prohibits us from limiting our liability.

10 Waiver:

- a. If we delay or do not exercise any of our rights or remedies under these Terms of Supply or otherwise at law, that will not be a waiver of the right or remedy. Any waiver or consent we give you must be in writing and will be effective only in the specific instance and for the specific purpose for which it is given.

11 Severability:

- a. If part of these Terms of Supply is deemed to be invalid, illegal or unenforceable, the remaining provisions will remain in full force and effect.

12 Cancellation:

- a. We shall be entitled to cancel any credit granted to you and all or part of your orders which have not been delivered in full, without prejudice to any rights which may have accrued up to the date of cancellation, if:
 - i. you being a company or body corporate go into liquidation, receivership or voluntary administration or being a person become bankrupt; and/or
 - ii. you breach any term of these Terms of Supply or are in default of any of those terms and fail to remedy the breach or default within 7 days of receiving notice from us of the breach or default.

13 Quotations

- a. Where a quotation is given by us for Works and except to the extent that a contrary provision appears on that quotation:
 - i. The quotation shall be valid for 1 month from the date of issue; and
 - ii. The quotation shall be exclusive of Goods and Services Tax unless specifically stated to the contrary.
- b. Where Works are required in addition to those appearing in any quotation you agree to pay the cost of the additional Works.
- c. The acceptance for any CG DOORS quotation must be by signature on the order/quotation form or email confirmation to CGDOORS and the terms and conditions will be deemed to have been agreed upon. No departure from these conditions shall be recognized unless specified in the quotation.

14 Collection and use of information

- a. You authorise us to collect, retain and use any information about you for the purpose of assessing your credit worthiness, enforcing any rights under any contract between us or under these terms of trade, or marketing any goods and services provided by us to any other party.
- b. You agree to provide all information about you that we ask. You accept we are relying on the accuracy and completeness of all information you provide to us.
- c. You authorise us to disclose any information obtained to any person for the purpose set out in clause .
- d. Where you are a natural person the authorities under clauses and are authorities or consents for the purposes of the Privacy Act 1993.

15 Force majeure

- a. We shall not be liable for failure to perform, supply or complete our obligations under any contract governed by these terms of trade due to any cause beyond our reasonable control including (but without limiting the generality of the foregoing) prohibition or restrictions on importing; refusal to issue import licences; Government direction; statute; lock out; refusal to load, unload or handle goods; labour disputes; fire, flood, earthquake, severe weather, tidal wave, landslide, lightning, explosion, act of God, war, riot or civil commotion.

Your name: (Full legal name of customer / company printed legibly please)

Signed by You (or by a director):

If you are a company the following guarantee must be completed by at least one Director.

DEED of Guarantee

To: **Raymond and Kirsten Mattysen trading as CG Doors ("You")**

In consideration of you supplying the above-named customer with goods and services for the purposes of its business I hereby:

- 1. Unconditionally guarantee to You the due and punctual payment by the Customer to You of all monies as and when they become due for payment to You in respect of or arising from the purchase of goods and services or otherwise howsoever.
- 2. Agree that although my liability under this guarantee as between the Customer and me is as a surety only, I shall be liable to You as a principal debtor and my liability shall not be discharged or abrogated or affected by the happening of anything that in law would release a surety including (without limitation):
 - 1. granting of time, credit or any other indulgence to the Customer
 - 2. by the release or waiver of any security or the non-enforcement of any right You hold against the customer;
 - 3. any alteration, modification, variation or addition to any agreement relating to the supply of goods and services between You and the customer;
 - 4. any change in shareholding or directorship of the Customer.
- 3. Agree that this guarantee is an irrevocable and continuing guarantee and it shall remain in full force and effect until all released by You in writing.
- 4. Agree to waive any rights of subrogation in respect of any security held by You until the Customer has paid all monies owing to You.

Your name: (Full legal name printed legibly please)

Signed by You: