



Terms and Conditions of Trade

Both 'Wizid Pty Ltd' and 'Wizid Promotions Pty Ltd' to be herein referred to as 'Wizid'

1. Definitions and interpretation

1.1 Definitions

Buyer means the purchaser of the Goods, whose details are set out in the invoice.

Goods means the products and, if any, services specified in the invoice.

Wizid means the seller of the Goods whose details are set out in the invoice.

1.2 Interpretation

Nothing in these conditions exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Competition and Consumer Act 2010 (Cth)) and which by law cannot be excluded, restricted or modified.

2. General

These conditions (which will only be waived in writing signed by the Wizid and the Buyer) will prevail over all conditions of the Buyer's order, to the extent of any inconsistency.

3. Terms of sale

The Goods and all other products sold by Wizid to the Buyer are sold on these terms and conditions.

4. Wizid's quotations

Unless previously withdrawn, Wizid's quotations are open for acceptance within the period stated in them or, when no period is so stated, within 30 days only after its date. Wizid reserves the right to refuse any order based on this quotation within 7 days after the receipt of the order.

5. Packing

The cost of any special packing and packing materials used in relation to the Goods are at the Buyer's expense, even if that cost has been omitted from any quotation.

6. Shortage

The Buyer waives any claim for shortage of any Goods delivered if a claim in respect for short delivery has not been lodged with Wizid within 7 days from the date of receipt of Goods by the Buyer.

7. Description of Goods

The descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter by Wizid do not form part of the contract of sale of the Goods or of the description applied to the Goods.

8. Delivery

(a) The delivery times made known to the Buyer are estimates only and Wizid is not liable for late delivery or non-delivery.

(b) Wizid will not be liable for any loss, damage or delay occasioned to the Buyer or its customers arising from late or non-delivery of the Goods.

(c) Wizid may at its option deliver the Goods to the Buyer in any number of instalments.

(d) If Wizid delivers any of the Goods by instalments, and any one of those instalments is defective for

any reason this does not constitute a repudiation of the contract of sale formed by these conditions and is to be taken as a severance breach only.

9. Loss or damage in transit

(a) Wizid is not responsible to the Buyer or any person claiming through the Buyer for any loss or damage to Goods in transit caused by any event of any kind or by any person (whether or not Wizid is legally responsible for the actions of that person).

(b) Wizid must provide the Buyer with such assistance as may be reasonably necessary to institute claims against a carrier for damages to Goods in transit so long as the Buyer:

(i) has notified Wizid and the carrier in writing immediately after loss or damage is discovered by the Buyer on receipt of Goods; and by no later than three (3) days from receipt of the Goods.

10. Guarantee

(a) Wizid's liability for Goods manufactured by it is limited to making good any defects. This must be done by repairing the defects or, at Wizid's option, by replacement, within a period not exceeding 12 calendar months after the Goods have been dispatched. This applies so long as:

(i) the defects have arisen solely from faulty materials or workmanship;

(ii) the Goods have not received maltreatment, inattention or interference;

(iii) accessories of any kind used by the Buyer are manufactured by or approved by Wizid;

(iv) the seals of any kind on the Goods remain unbroken; and

(v) the defective parts are promptly returned free of cost to Wizid.

(b) If the Goods are not manufactured by Wizid, the guarantee of the manufacturer of those Goods is accepted by the Buyer and is the only guarantee given to the Buyer for the Goods. Wizid agrees to assign to the Buyer on request made by the Buyer the benefit of any warranty or entitlement to the Goods that the manufacturer has granted to Wizid under any contract or by implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable.

(c) Wizid is not liable for, and the Buyer releases Wizid from, any claims in respect of faulty or defective design of any Goods supplied. This is unless the design has been wholly prepared by Wizid and the responsibility for any claim has been specifically accepted by Wizid in writing.

(d) Wizid's liability under clause 10(c) is limited strictly to the replacement of defective parts in accordance with clause 10(a) of these conditions.

(e) Except as provided in these conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded. Wizid is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the Goods or arising out of Wizid's negligence or in any way.

11. Consumer guarantees

Wizid's liability for a breach of a condition or warranty implied by Part 3-2 Division 1 of the Australian Consumer Law is limited to (at the sole discretion of Wizid):

(a) in the case of Goods, any one or more of:

(i) the replacement of the Goods or the supply of equivalent goods;

(ii) the repair of the Goods;

(iii) the payment of the cost of replacing the Goods or of acquiring equivalent goods; and

(iv) the payment of the cost of having the Goods repaired; or

(b) in the case of services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

12. Prices

(a) Unless otherwise stated in writing all prices quoted by Wizid are exclusive of Goods and Services Tax (GST) or any other taxes or charges upon the Goods, or on the manufacture, use, sales or delivery of the Goods.

(b) Prices quoted are calculated at the date of issue of a relevant quotation and include rates provided by third party providers. These third party rates include the cost of freight, insurance, customs duties, exchange, shipping expenses, sorting and stacking charges, cartage, rate of water, cost of materials and other charges affecting the cost of production (Third Party Rates). Third Party Rates may vary slightly from the date of the quotation to the time of delivery of the Goods. The Buyer will be liable for any increase in the Third Party Rates.

(c) If Wizid makes any alterations to the price of the Goods or to any of their inputs either before acceptance of or during the currency of the contract, these alterations are for the Buyer's account.

13. Payment

(a) The purchase price for the Goods plus GST where applicable is within thirty (30) days of the date of the invoice issued by Wizid, (**Payment Due Date**) unless other terms of payment are agreed in writing between the parties.

(b) The Buyer must pay interest on any outstanding amount not paid by Payment Due Date. Interest will be calculated on the basis of the Reserve Bank of Australia cash rate as published from time to time plus 2%. Interest will accrue daily from the Payment Due Date until the outstanding amount is paid in full.

(c) If the quote for the Goods exceeds \$2,000, then a deposit of 50% of the quoted price is payable within 30 days of the issue of the quote in order to secure the quoted price, with the remainder due by the Payment Due Date.

(d) If the quote for the Goods exceeds \$5,000 then a deposit of 75% of the quoted price is payable within 30 days of the issue of the quote in order to secure the quoted price, with the remainder due by the Payment Due Date.

14. Rights in relation to Goods

(a) Wizid reserves the following rights in relation to the Goods until all accounts owed by the Buyer to Wizid are fully paid:

(i) ownership of the Goods;

(ii) to enter the Buyer's premises (or the premises of any associated company or agent where the Goods are located) without liability for trespass or any resulting damage and retake possession of the Goods; and

(iii) subject to, and in accordance with, the Personal Property Securities Act 2009, to keep or resell any Goods repossessed pursuant to clause 14(a)(ii).

(b) If the Goods are resold, or products manufactured using the Goods are sold, by the Buyer, the Buyer will hold such part of the proceeds of any such sale as represents the invoice price of the Goods sold or used in the manufacture of the Goods sold in a separate identifiable account. This will be held the beneficial property of Wizid and the Buyer will pay such amount to Wizid upon request. Despite the provisions above, the Wizid will be entitled to maintain an action against the Buyer for the purchase price and the risk of the Goods shall pass to the Buyer upon delivery.

15. Buyer's property

Any property of the Buyer under Wizid's possession, custody or control is completely at the Buyer's risk as regards loss or damage caused to the property or by it.

16. Storage

Wizid reserves the right to charge a reasonable fee for storage if delivery instructions are not provided by the Buyer within 14 days of a request by Wizid for such instructions. The parties agree that Wizid may charge for storage from the first day after Wizid requests the Buyer to provide delivery instructions.

17. Returned Goods

(a) Except for any provisions to the contrary contained in this agreement, Wizid is not under any duty to accept Goods returned by the Buyer. Wizid will do so only on terms to be agreed in writing in each individual case.

(b) If Wizid agrees to accept returned Goods from the Buyer under clause 17(a) of this clause, the Buyer

must return the Goods to Wizid at Wizid's place of business referred to at the head of these conditions, or otherwise at such place directed to the Buyer by Wizid in writing, at the Buyer's cost.

(c) If Wizid agrees to accept returned Goods from the Buyer under Clause 17(a) of this clause, then Wizid may, at its own discretion, issue a credit note for the Goods. Any credit note issued will take into account a fee of 10% of the total purchase price will be charged to the Buyer and accounted for in the credit note.

18. Goods sold

All Goods to be supplied by Wizid to the Buyer are as described on the purchase order agreed by Wizid and the Buyer and the description on such purchase order as so agreed prevails over all other descriptions of the Goods including any specification or enquiry of the Buyer.

19. Cancellation

No order may be cancelled by the Buyer except with the written consent of Wizid. If there is a cancellation of the order by the Buyer, Wizid has the right to claim indemnity against all losses suffered by Wizid as a result of such cancellation.

20. Personal Property Securities Act (Cth) 2009 (PPSA)

(a) This agreement is a security agreement.

(b) The interest of Wizid in the Goods and all proceeds from the sale of the Goods by the Buyer to a third party is a security interest.

(c) The Buyer consents to Wizid registering its security interest on the Personal Property Securities Register and agrees to provide all assistance reasonably required by Wizid to facilitate registration.

(d) Until title in the Goods has passed to the Buyer as contemplated by clause 14 of this agreement, the Buyer agrees not to in any way assign, charge, lease or otherwise deal with the Goods in such a manner as to create, a security interest over the Goods in favour of the Buyer or any third party. The parties agree that this clause will not prohibit the Buyer from selling the Goods in the ordinary course of business.

(e) The Buyer waives its rights to receive any notice under PPSA (including notice of verification statement) unless the notice is required by the PPSA and cannot be excluded.

(f) Wizid and the Buyer agree that this agreement and all related information and document(s) are confidential (Confidential Information) and will not be disclosed to unauthorised representatives or third parties, except to the extent disclosure is permitted by this agreement or required by law.

(g) Unless the Goods are used predominantly for personal, domestic or household purposes, Wizid and the Buyer agree each of the following requirements or rights under the PPSA do not apply to the enforcement of Wizid's security interest in the Goods or of this agreement:

(i) any requirement for Wizid to give the Buyer a notice of removal of accession;

(ii) any requirement for Wizid to give the Buyer a notice of Wizid's proposed disposal of the goods;

(iii) any requirement for Wizid to include in a statement of account, after disposal of the Goods, the details of any amounts paid to other secured parties;

(iv) any requirement for Wizid to give the Buyer a statement of account if Wizid does not dispose of the Goods.

(h) Expressions defined in the PPSA have the same meaning when used in this agreement.

21. Termination

(a) Either party may terminate this agreement if the other party is in material breach of any of its obligations under this agreement and if the breach is capable of remedy fails to remedy the breach for a period of 14 days after receipt of a written notice by the other party requiring rectification of the breach. A material breach includes, but is not limited to, a failure by the Buyer to pay all or any part of its indebtedness to Wizid.

(b) Exercise of the right of termination afforded to either party under this clause will not prejudice the legal rights or remedies which either party may have against the other in respect of a breach of any term, condition or warranty of this agreement.

(c) The obligations of the parties that by their nature could reasonably be construed as being intended to continue to apply beyond the termination of this agreement will continue to apply.

22. Assignment

Wizid may assign its rights and obligations under this agreement without any prior notice to the Buyer. The Buyer must not assign its rights and obligations under this agreement without the prior written consent of Wizid.

23. Waiver

Any failure by Wizid to insist upon strict performance of any of these terms and conditions is not a waiver of any rights Wizid may have and is not a waiver of Wizid's rights consequent on any subsequent breach of any term and condition by the Buyer.

All costs and expenses incurred by Wizid to remedy any breach of these terms and conditions by the Buyer are to be paid by the Buyer to Wizid in addition to any of the monies outstanding to Wizid, including damages.

24. Intellectual Property

All right, title and interest in all designs, patents and other intellectual property in the Goods remains the sole property of Wizid.

25. Place of contract

This agreement shall be governed by and construed in accordance with New South Wales law. The parties submit to the non-exclusive jurisdiction of the courts and tribunals of the governing law jurisdiction. Nothing in this clause is intended to undermine the jurisdiction of the Federal Court of Australia or Federal Magistrates Court of Australia.