

GENERAL CONDITIONS OF SALE – to be read and retained by the Customer

Company means Nu-Way Glass and Glazing, referred herein as Nu-Way.

Customer means the person, firm or company from whom an Order is accepted by the Company.

Goods means goods or services which are subject of an Order.

Order means a written request for Goods recorded in the Company's Purchase Agreement signed by or on behalf of the Customer.

Price shall be the total sum recorded on the Purchase Agreement (Order) signed by or on behalf of the Customer and the Company.

Supply only means the supply of goods excluding installation services.

The Company shall not be bound by any quotations, tenders, surveys or Order and the Company reserves the right to withdraw or amend the same at any time prior to signature of the Purchase Agreement on behalf of the Company.

Each, signed Order by the Customer to the Company shall be deemed to be a final offer by the Customer to buy Goods subject to these General Conditions of Sale. A contract will be formed upon the signature of the Purchase Agreement (Order) on behalf of the Company whereby the Company accepts the Customer's Order. The Company will not accept any variations or alterations to the Order once the Purchase Agreement has been signed on behalf of the Company unless confirmed by the Company in writing and any such variations or alterations may result in extra charges being made by the Company to the Customer.

1. Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Trade Practices Act 1974 or the Fair Trading Act in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
2. Any instructions received by Nu-Way from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by Nu-Way shall constitute acceptance of the terms and conditions contained herein and can only be amended with the written consent of Nu-Way.
3. Standard payment terms are as follows:
 1. **Initial Payment (deposit): 30%** of Gross Price to be paid at the time of ordering;
 2. **Shipping confirmation: 30%** of Gross Price on confirmation of completion of production and ready to ship.
 3. **Delivery/arrival in Perth: 30%** of Gross Price up on container's arrival in Fremantle.
 4. **On completion: 10%** of Gross Price up on completion of installation.
 5. Interest will accrue on all unpaid amounts from 3 days after such payments become due and payable at the rate of 12% per annum. For the avoidance of doubt no property or title of any goods, items or things supplied, delivered, fitted or otherwise provided by the Company to the Customer transfers from the Company to the Customer until payment in full has been received by the Company.
Interest on overdue invoices shall accrue daily from the date when payment becomes due and in the event that the Customer's payment is dishonoured for any reason the Customer shall be liable for any dishonour fees incurred by Nu-Way and the Customer shall indemnify Nu-Way from and against all costs and disbursements incurred by Nu-Way in pursuing the debt including legal costs on a solicitor and own client basis and Nu-Way's collection agency costs.
6. Without prejudice to any other remedies Nu-Way may have, if at any time the Customer is in breach of any Nu-Way obligation (including those relating to payment), Nu-Way may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. Nu-Way will not be liable to the Customer for any loss or damage the Customer suffers because Nu-Way has exercised its rights under this clause and shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Nu-Way shall, whether or not due for payment, become immediately payable in the event that:
 - (a) any money payable to Nu-Way becomes overdue, or in Nu-Way's opinion the Customer will be unable to meet its payments as they fall due; or
 - (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
7. It is the Customer's responsibility to make application for planning or other regulatory or legal approvals for permission to undertake any work that may require approval, and Nu-Way cannot be held responsible for any consequential costs incurred by the customer if any such consent was not obtained.

8. Installation dates provided by Nu-Way are given in good faith but without obligation. Nu-Way will endeavour to meet installation dates, but will not be liable for any loss or damage or other prejudice suffered by the customer, howsoever arising, as a result in any delay in installation.
9. Where Nu-Way undertakes replacement window work or 'builders work' the price generally does not include the making good to reveals immediately adjacent to the perimeter of the window/door, lead flashings, site clearance, etc., and does not include for redecorating inside or out, nor for replacing any tiles damaged during the work, unless otherwise included in the contract. Nu-Way may charge extra to the contract sum for any additional work not foreseeable at the time of the survey.
10. The guarantee takes effect from the date of delivery to site. Upon delivery a five year non-transferable guarantee (the "Guarantee") is given with the goods specified on this order except for a) fittings, b) the finish of any brass fittings, c) powder coated paint finishes located within 500 metres of the seashore and d) our subcontractors' or our own builders' making good work. During the period of guarantee Nu-Way covers the free replacement of parts should they prove to be faulty. An additional 5 year period of warranty (10 years in total) is given on installation and sealed double glazing units, beyond the initial 5 year period of the Guarantee, but any labour charges incurred in the secondary period are to be paid by the Customer. Where Nu-Way is unable to provide an exact replacement a similar product will be provided of the same quality.
11. All additional and exchangeable accessories such as: handles, patent inserts, fillings, additional locks, door closers, closing devices, electromagnets, automatic systems, ventilation, brakes, tilt regulators, blinds, etc. are covered by ONE YEAR GUARANTEE.
12. The liability of Nu-Way under this warranty does not cover defects resulting from mechanical, thermal or chemical damage, installation of goods by other party not authorised by Nu-Way:
 - Goods damages resulting from failure to comply with the rules of proper operation, performing activities Inconsistent with the instructions specifying the method of cleaning, maintenance and adjustment of goods.
 - Any repairs, alterations, construction changes, etc., not carried out by the Nu-Way or a person authorized by Nu-Way
 - Causes not related to the ordinary use of goods or its use contrary to its purpose
 - Other damages resulting from reasons attributable to the customer
 - Damage caused as a result of random events and natural disasters such as any act of God, war, terrorism, flood, fire, wind, storm or other event beyond the reasonable control of Guarantor.
 - Fair wear and tear
 - in respect of all claims Nu-Way shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.
13. Anodised finishes, and synthetic powder-coated finishes, on aluminium and uPVC products, are available in a range of colours. Nu-Way cannot and does not guarantee an exact colour match between all components, but it undertakes to provide colour matching, on aluminium products, between the 'top and bottom limits' of samples which are available on request at Nu-Way's head office. These finishes are guaranteed for five years from the date of delivery to site,* see paragraph 8 , provided that maintenance recommendations are followed.
14. Powder coated paint finishes located within 500 metres of the seashore are covered by ONE YEAR GUARANTEE.
15. Nu-Way may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Nu-Way shall repay to the Customer sums paid in respect of the Price. Nu-Way shall not be liable for any loss or damage whatever arising from such cancellation. In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by Nu-Way (including, but not limited to, any loss of profits) up to the time of cancellation.
16. The Customer consents to Nu-Way being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
17. At Nu-Way's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Construction Contracts Act 2004 may apply. Nothing in this agreement is intended to have the effect of contracting out of any provisions of the Construction Contracts Act 2004 of Western Australia, except to the extent permitted by the Acts where applicable.
18. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
19. These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia and are subject to the jurisdiction of the courts of Western Australia. In the event of any breach of this contract by Nu-Way the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the

Price of the Goods. The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by Nu-Way.

- 20. Nu-Way may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 21. The failure by Nu-Way to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Nu-Way's right to subsequently enforce that provision.
- 22. The failure by Nu-Way to enforce any provision of these terms and conditions shall not be treated as a waiver of that

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Customers signature

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Date

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Customers signature

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Date