

TERMS OF TRADE

BALLARAT SECURITY DOORS
21 HAROLD ST
WENDOUREEVIC 3355
ABN: 66 007 452 477

TOTAL SECURITY LOCKSMITHS
21 HAROLD ST
WENDOUREE VIC 3355
ABN: 66 007 452 477

1. APPLICATION OF TERMS OF TRADE

1.1 These terms apply to all trade and services between THE CUSTOMER and NICOQUIT PTY LTD, Trading as BALLARAT SECURITY DOORS and TOTAL SECURITY LOCKSMITHS. These terms are effective from the date of quotation or customer order placement until these Terms of Trade are replaced by another document.

1.2 Definitions:

In these terms of trade-

THE CUSTOMER means any individual, company or Government Body engaging Nicoquit Pty Ltd to supply retail products, manufactured items or services to them.

NICOQUIT PTY LTD means Ballarat Security Doors and/or Total Security Locksmiths, as providers of retail products, manufactured items or services.

THE SUPPLIER means the company/s from which Nicoquit Pty Ltd purchases its Retail Products and Manufacturing components.

RETAIL PRODUCTS means items sold off the shelf or by special order for customer. Items include, but are not limited to, Locks, Door Furniture, Hardware and Gate Fittings.

MANUFACTURED ITEMS means Aluminium Security Doors, Metal Gates and/or Fencing Panels and any other item manufactured specifically to The Customer's requirements.

SERVICES means any labour or work undertaken by Nicoquit Pty Ltd for The Customer. This includes, but is not limited to, Key Cutting, Lock Repairs and Installation, Measures & Quotes, Security Door Installation and resetting of locks.

SITE means the location in which the product is to be installed or the service to be performed.

BAD DEBT has the following meaning:

If The Customer agrees to purchase the Retail Products, Manufactured Items or Services of Nicoquit Pty Ltd and does not pay for agreed items within the terms specified on the Tax Invoice, they incur a Bad Debt to Nicoquit Pty Ltd. See later in these terms for details of Bad Debt recovery.

2. ACCEPTANCE OF CUSTOMER ORDER

2.1 Quotations

All prices quoted by telephone or in store are subject to change once site detailing

has been undertaken. All care is taken to provide the closest estimate possible, but prices may be altered depending upon the size, conditions and accessibility of the job. Nicoquit Pty Ltd does not provide a free measure and quote service. Once a customer places their order and pays a 50% deposit, a site detail will be undertaken at the discretion of Nicoquit Pty Ltd. In the event of any change to the original estimate, The Customer will be contacted for approval before the job proceeds. Should they choose to cancel their order as a result of increased costs a full refund (less any additional travel charges) of their deposit will be paid to them by Nicoquit Pty Ltd. Should The Customer require a site detail and written quotation before deciding whether to place their order, a fee of \$100.00 will apply, payable at the time of detailing. This fee is refundable if an order is placed within 30 days of quoting. All quotes and estimates are valid for a period of 30 days from the date of quote unless otherwise stated.

2.2 Customer Orders

Once The Customer has signed acceptance of the quote and paid the 50% deposit for their order, the order is accepted into the order system of Nicoquit Pty Ltd. No order will proceed until the deposit has been paid, except with the express approval of the Manager of Nicoquit Pty Ltd in special circumstances. In the event that Retail Products, manufactured Items or Services are unable to be provided as stated due to discontinuation or non-availability by The Supplier, The Customer's deposit will be refunded in full.

2.3 Cancellations, Returns and Cooling Off Periods

Returns are accepted on stocked Retail Items provided: the goods are returned within 7 days of purchase; goods are accompanied by the receipt of purchase; all original packaging is returned; and, goods are in original unused condition. Refunds will be provided on these returns in the same form payment was made, ie, cash/eft/cheque. Returns for refund WILL NOT be accepted on any item which required a special order and does not therefore form part of the normal stock range of Nicoquit Pty Ltd. Returns for refund WILL NOT be accepted on any Manufactured Item as these items are made to specific customer orders and are not resaleable.

The Cooling Off period for orders of Manufactured Items is 48 hours from receipt of deposit. After this time, materials will be ordered and cannot be returned. Cancellation of orders for Manufactured Items must be made in person by The Customer so deposit can be refunded and cancellation advice signed off. In the event that a cancellation is required after the 48 hour cooling off period, The Customer will forfeit their deposit to Nicoquit Pty Ltd.

Cancellations of Special Customer Orders will only be accepted if Nicoquit Pty Ltd has not yet placed their order for the goods with The Supplier. Once the Supplier order is placed, Nicoquit Pty Ltd are only able to return goods to the supplier if restocking fee and return freight charges are paid. Should this be required, The Customer will forfeit their deposit as payment for these charges. In the event that The Customer fails to collect their Special Order within 30 days of notification, their deposit will be forfeited and the goods will remain the property of Nicoquit Pty Ltd.

2.4 Utility Services Locations

Whilst all care is taken by Nicoquit Pty Ltd during site detailing to note the locations of utility services (electricity, telephone, water and gas), absolute positioning cannot be confirmed without building blueprints or professional assistance. We therefore advise customers seek advice on these locations before any work is undertaken. Nicoquit Pty Ltd will be happy to act as the Customer's agent in these matters, at the request of The Customer. All costs associated with this service are to be born by the Customer. In the event of accidental damage to any utilities service line, liability for repair rests with Nicoquit Pty Ltd.

2.5 Delivery and Installation

Where a delivery or install date is specified on the Customer's order or quote, that date is an estimate only and is subject to change at short notice. Nicoquit Pty Ltd will not be liable for any delay in delivery or install of goods and whilst every effort is made to meet scheduled dates, no compensation will be provided or cancellation accepted in the event of late delivery or installation. All deliveries and installations will be performed within the usual business hours of Nicoquit Pty Ltd. The Customer is obliged to provide suitable access to premises in order to facilitate delivery or installation, but does not have to be present for external hinged door installations. For Sliding Security Doors, customers are required to be present for all measures and installations. In the event of the customer being absent, security doors will be installed, left unlocked and keys returned to the premises of Nicoquit Pty Ltd for safe-keeping. If requested by the Customer, keys can be left in a secure, locked location on premises (eg: locked letterbox or meterbox). Under no circumstances will keys be left in unlocked locations or with neighbours. Nicoquit Pty Ltd staff will at no time enter the inside of premises to conduct works if the resident is not present. Our staff will NOT enter a property where dogs are unsecured or other dangers exist.

3. PRICING

3.1 Quotation Prices

All pricing shown on written Quotations will include GST and any relevant taxes and duties. Quotation pricing is valid for 30 days from the date of the Quotation unless otherwise stated.

3.2 Order Pricing

Once site detailing is complete, all necessary charges and adjustments will be shown on the order for acceptance by The Customer. Once signed by The Customer, the order prices are fixed and will be honoured by Nicoquit Pty Ltd. All order and invoice prices will include GST and any relevant taxes or duties. All order and invoice pricing will remain as stated provided the invoice is paid within the stated terms. In the event of late payment or Bad Debt, Nicoquit Pty Ltd reserves the right to charge 5% of the outstanding amount per month as an account keeping cost until such time as the debt is paid in full.

3.3 Price Changes

Nicoquit Pty Ltd reserves the right to increase or decrease sell prices on Retail Products, Manufactured Items and Services without notice. Signed orders already in the system will remain at the prices shown on the order and existing Quotations will be honoured within their 30 day limitation.

3.4 Discounts

Any discounts to normal sell prices will be at the sole and total discretion of the Management of Nicoquit Pty Ltd. Any requests for discount to sales staff or installers will require the authorisation of Management. Discounts will only remain valid if invoice payment is made within stated terms. Late payments and Bad Debts will forfeit any discounts shown on invoice and The Customer will not be approved for discounts on any future orders.

4. PAYMENTS

4.1 Account Customers

Customers approved for credit accounts with Nicoquit Pty Ltd will be authorised with payment terms based on the size of their business with Nicoquit Pty Ltd. They include the following terms:

Nett 7 Days	Payment required within 7 days of pick up/delivery of order
Nett 14 Days	Payment required within 14 days of pick up/delivery of order
Nett 30 Days	Payment required within 30 days of pick up/delivery of order
30 Days EOM	Payment required by end of month following Invoice date

Terms approved to credit account customers will be at the discretion of Nicoquit Pty Ltd Management. Terms are subject to change with written advice. Terms are subject to forfeit in the event of late payment on more than 3 occasions. Nicoquit Pty Ltd reserves the right to charge interest of 5% per month on outstanding accounts until such time as full payment is made. Nicoquit Pty Ltd reserves the right to deny credit facilities to any customer without giving reason.

4.2 Non Account Customers

Non Credit Account Customers are required to meet terms of 50% deposit upon placement of order and the balance due at time of pick up or delivery of goods/services. Extended Payment terms may be provided to The Customer in exceptional circumstances and will be at the sole and total discretion of Nicoquit Pty Ltd Management. Requests and approval for extended payment terms must be made PRIOR to the The Customer signing their acceptance of the order. Any request for extended credit made after order has been signed will not be considered, and in the event that normal terms are not met, will be regarded as a Bad Debt.

4.3 Payment Types

Payment of invoices will be accepted by the following methods:

- Cash
- EFT in store or on site
- Company Cheque
- Direct Bank Deposit
- Credit Card by telephone
- Personal Cheque (Photo Identification required)

Personal cheques will only be accepted under the following conditions:

- a) Payment of stock items in store by cheque will require 2 forms of written identification for the holder of the chequebook (signee), one of which must be photographic identification
- b) Personal cheques will be accepted for all installation jobs where current address and contact details are provided.

Please note that payment via personal cheque will not be considered complete until such time as the funds have been cleared to our account. In the event of dishonoured cheque, The Customer will be considered a Bad Debt and normal interest charges will apply until such time as full payment is received via an alternative method. Any bank fees or charges incurred by Nicoquit Pty Ltd in relation to dishonoured cheques will be passed on to The Customer.

4.4 Non Payment and Bad Debt

As previously stated, any Customer who fails to meet the payment terms shown on their invoice will be treated as a Bad Debt. Interest will be charged at a rate of 5% per month on outstanding balances until such time as the full payment is received and any discounts shown on

invoice will be forfeited. Monthly reminders will be mailed to any Customer with an outstanding invoice. After 3 months, should the invoice still remain outstanding, the Accounts Receivable Manager of Nicoquit Pty Ltd will attempt to make contact with The Customer to arrange payment. In the event that this request is still ignored, the Bad Debt will either:

- a) Be handed to our Debt Collection Agency, who are authorised to undertake any necessary action, including legal proceedings, in order to recover the debt on behalf of Nicoquit Pty Ltd. Interest charges on outstanding invoices in the hands of the Debt Collection Agency will continue to accrue until such time as the full settlement is achieved.
- b) Have goods repossessed under the retention of title clause outlined in section 5.

5. RETENTION OF TITLE

5.1 Ownership of goods

All Retail Items, Manufactured Products and parts used during Service Jobs will remain the property of Nicoquit Pty Ltd until such time as said items or services have been paid for in full. Nicoquit Pty Ltd may seek repossession of said items and reserves the right to enter the customer's premises for the purpose of recovering goods if they are not paid for within 3 months of installation or supply to customer. Until goods have been paid for in full:

- The Customer must, to the extent possible, secure the items from risk, damage and theft and ensure that items are kept in a good and saleable condition
- Must not sell or dispose of the items
- May not alter or use the item in the manufacture of another product

In the event that items which are not fully paid for are damaged, lost or otherwise disposed of by the Customer, the Customer will be liable for the balance of the full payment amount and any additional charges required to return such items to a usable state.

5.2 Responsibility for goods

All Retail Items, Manufactured Products and parts used during Service Jobs will become the responsibility of the Customer immediately upon delivery of goods or completion of service. The customer must insure the goods at their own expense from delivery of the goods until they have been paid for in full. Insurance should cover such risks as are usual or common to insure against in the course of normal usage by the Customer.

6. WARRANTY

6.1 Warranty on Retail Items

In the majority of cases, Retail Items will be covered by a Supplier Warranty, usually 12 months, but longer for some items (eg: Lockwood). For the first 12 months from the date of purchase by the Customer, Nicoquit Pty Ltd will accept warranty claims against faulty items and act as a liaison between the Customer and the Supplier to facilitate the processing of the claim. Should either the Supplier or the Customer wish to deal directly with the other party, Nicoquit Pty Ltd are happy to provide any necessary assistance required. All advice given and action taken will be within the extent of the law as defined by the Australian Consumer Laws Act.

After the initial 12 months, should the warranty be for a longer period, all claims

against faulty products will need to be made by the Customer, directly to the Supplier.

6.2 Warranty on Manufactured Products

Nicoquit Pty Ltd will provide to the customer a 12 month warranty on workmanship (excluding installation- see 6.3), basic hardware and lock function of items specifically manufactured to the Customer's specifications. Faults in specific materials (Framing, Grilles, flywire/mesh etc) are covered by supplier warranties and will be taken up with the appropriate supplier in the event of claim. The 12 month warranty does not extend to damage or faults caused by the natural movement of buildings, any natural causes (eg: storm damage), or by accidental or intentional misuse or acts of vandalism. Damage due to selection of inappropriate materials by the customer, against the specific advice of Nicoquit Pty Ltd staff or contractors, will not be covered by warranty.

6.3 Warranty on Services Provided

Nicoquit Pty Ltd will provide to the Customer a 3 month warranty on workmanship of any services performed, including installation of manufactured products. Any claim against workmanship lodged after 3 months will be subject to a minimum call out fee plus the costs of any repairs or adjustments including labour. Normal supplier warranty applies to any parts or items installed by Nicoquit Pty Ltd staff. In the event that a repair is made by Nicoquit Pty Ltd to a part deemed non-viable for future repair, the customer will be advised that the item requires up-grading or replacing. Subsequent claims against workmanship on such items will not be accepted. Should the customer purchase a Retail Product from Nicoquit Pty Ltd, and in attempting to install the product themselves, damage or render the item inoperable, any warranty claim must be made by the Customer directly to the supplier for consideration. The Customer is obliged to provide clear and unimpeded access to property for any service and installation work. If requested by the Nicoquit Pty Ltd staff member, the Customer must move any obstruction or item that could endanger the safety of persons in the immediate vicinity. Failure to do absolves Nicoquit Pty Ltd from any liability for damage to the Customer's property. Nicoquit Pty Ltd is insured to a value of \$10,000,000.00 for Public and Personal Liability. In the event of damage to the Customer's property during provision of services or installations, a claim should be lodged with Nicoquit Pty Ltd, supported by photos if possible. Action will be taken to rectify damage as quickly as possible, with minimal inconvenience to the Customer.

7. GENERAL INFORMATION

7.1 If any provision of these Terms of Trade is unenforceable, illegal or void, that provision is severed and the other provisions of these Terms of Trade remain in force.

7.2 Once accepted by the Customer, these Terms of Trade will remain in force until the completion of all work or supply of items as listed on the Customer's order. Once the job is complete, regardless of whether or not the work has been fully paid for, Nicoquit Pty Ltd may amend or vary these Terms of Trade by republishing the form to include amendments or variations.

7.3 These Terms of Trade will be governed by the laws of the State of Victoria. The parties submit to the jurisdiction of the Courts of Victoria in respect of claims, proceedings and matters arising out of or in respect of these Terms of Trade.