

**The A&D Wood Family Trust T/A WoodTech Electronics ABN 16579005334**

## **Terms & Conditions of Sale**

**Issue date of Conditions: 12 January 2021**

WoodTech Electronics is predominantly a business to business supplier. The website Catalogue and any one-off special catalogues and other product brochures produced by WoodTech Electronics are intended for use by business customers. Notwithstanding any other provisions in these Conditions, WoodTech Electronics does not exclude, restrict or modify any liability that cannot be excluded, restricted or modified by law including liability under the Consumer Protection (Fair Trading) Act and its amendments. However, where such statutory provisions apply, or where the Customer is entitled to claim under an express provision of these Conditions (including Conditions 8, 9, 13 and 14), then to the extent permitted by law WoodTech Electronics' total liability shall be limited at its option to that specified in Condition 15 below.

## **1. DEFINITIONS**

"Catalogue" means the catalogue (in whatever form, whether paper or electronic or website) in which these Conditions are set out;

"WoodTech Electronics" means The A&D Wood Family Trust T/A WoodTech Electronics ABN 16579005334

"Conditions" means these terms and conditions;

"Contract" means any contract between WoodTech Electronics and the Customer for the sale and purchase of Supplies;

"Customer" means the person(s) or company whose order for the Supplies is accepted by WoodTech Electronics;

"Goods" means any goods supplied or to be supplied by WoodTech Electronics to the Customer and includes their packaging and any replacement Goods supplied under these Conditions;

"GST" means good and services tax;

"Services" means any services supplied or to be supplied by WoodTech Electronics to the Customer;

"Supplies" means any Goods or Services;

"in writing" includes electronic communications.

Reference in these Conditions to any legislation or regulation includes any re-enactment, amendment or substitution of such legislation or regulation.

## **2. CONDITIONS**

All orders are accepted by WoodTech Electronics subject to and in accordance with these Conditions. These Conditions override and exclude any terms or conditions in or referred to in any negotiations or course of dealing between WoodTech Electronics and the Customer or set out in the Customer's standard terms and conditions to the fullest extent permitted by law. If there is any conflict between

- i. the other provisions of this Catalogue and these Conditions; or

- ii. the provisions of the order and these Conditions

these Conditions will prevail unless WoodTech Electronics agrees otherwise in writing. Together with any terms accepted by WoodTech Electronics in connection with an order, these Conditions constitute the entire agreement between WoodTech Electronics and the Customer in relation to the Supplies ordered. No variation to these Conditions is permitted unless expressly authorised in writing by senior management or director of WoodTech Electronics.

### **3. PRICES**

All prices for Supplies provided by WoodTech Electronics are in AUD and are exclusive of GST and other duties and taxes and any applicable transport and handling charges which will be added at the time of despatch and shall be payable by the Customer. WoodTech Electronics has used all reasonable endeavours to ensure that prices for the Supplies are accurately set out in the Catalogue but these prices are not binding and WoodTech Electronics reserves the right to change its prices without notice at any time. Prices charged will be those prevailing when an order is accepted. Where Supplies are to be made in instalments (referred to in these Conditions as "Scheduled Delivery"), the prices of Supplies to be delivered within 90 days of the date of order will be those applicable at the time of despatch of the first batch of Supplies. Where Scheduled Delivery may continue over a period of 90 days or more from the date of order, WoodTech Electronics reserves the right to increase prices to those applicable at the date of despatch but will use all reasonable endeavours to ensure that the applicable prices are accurately set out in the Catalogue. Additional services or any customisation of the Goods requested by Customer shall be charged at the price quoted in writing by WoodTech Electronics.

WoodTech Electronics' standard documentation is a single invoice. The cost of additional copies or of any other documents is not included unless specified on WoodTech Electronics' quotation or pro forma invoice. WoodTech Electronics reserves the right to charge for copy invoices or where the original has been lost or misplaced by the Customer. WoodTech Electronics will quote for such charges if details are given at the time a quotation is requested. Such charges will be detailed separately.

### **4. PAYMENT**

When credit terms have been approved, payment is due not later than 30 days from the end of the month following the date on WoodTech Electronics' invoice, without any deduction, set off or withholding whatsoever. Time for payment shall be of the essence. If the Customer fails to make payment by the due date then, without prejudice to any other right or remedy, WoodTech Electronics shall be entitled to:

- i. cancel the order or suspend any further deliveries or performance;
- ii. appropriate any payment made by the Customer to such of the Supplies (or the Supplies made under any other contract) as WoodTech Electronics may think fit; and
- iii. charge interest (both before and after any judgment) on the amount unpaid at the rate of 2% per annum above the official published interest rate of the reserve Bank of Australia

from time to time until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest).

WoodTech Electronics reserves the right to charge for copy invoices or where the original has been lost or misplaced by the Customer. If legal action is taken to recover monies due to WoodTech Electronics the Customer shall reimburse to WoodTech Electronics all legal and other costs and expenses incurred by WoodTech Electronics in such recovery.

## **5. NEW ACCOUNTS**

Credit accounts are only offered in certain circumstances and are only available to bodies corporate and not to individuals. Any credit limit granted to the Customer shall at all times be discretionary and may be reduced, suspended or withdrawn at the discretion of WoodTech Electronics at any time without prior notice.

Non-bodies corporate may purchase goods by cash, bank transfer, Visa or Mastercard credit cards from WoodTech Electronics' Trade Counter, on WoodTech Electronics' website (when available) or by telephone.

Please note that WoodTech Electronics will not be responsible for or bear any bank charges or commissions on transactions. All documentary credits must be marked that all such charges or commissions are for the Customer's account.

## **6. ORDERS**

WoodTech Electronics reserves the right to decline to trade with any company or person or to accept orders for Supplies in part. To avoid duplication, any written confirmation of telephone orders sent must be clearly marked "Confirmation only". WoodTech Electronics will not accept liability for orders not so marked and duplicate orders will be charged accordingly.

WoodTech Electronics does not impose any minimum order requirements on orders to be charged to a credit account with WoodTech Electronics. Orders for certain Goods, in particular special order, custom or customised and non-stock items may be subject to a minimum order quantity or value which WoodTech Electronics will use its reasonable endeavours to notify to the Customer prior to accepting its order.

Once accepted, no order may be cancelled or reduced without the prior written agreement from senior management of WoodTech Electronics. Without limiting the generality of this, orders for Goods which special order, custom or customised and non-stock items may not be cancelled. For cash and credit card transactions a minimum order requirement of AUD \$10.00 will apply.

Orders for Goods are accepted by WoodTech Electronics by despatching the Goods provided, however, that despatch will not be acceptance where the price for the Supplies has been incorrectly quoted or referenced by the Customer in its order.

## **7. STANDARD DELIVERY**

Provided that Goods are in stock, WoodTech Electronics will use its reasonable endeavours to despatch Goods ordered before 3:00 pm Monday to Thursday on the same working day and Goods ordered after 3:00 pm Monday to Thursday on the next working day. No commitment is given in relation to delivery times achieved.

WoodTech Electronics charges a delivery charge dependent on the delivery address, actual weight, cubic weight and selected carrier. WoodTech Electronics will use its reasonable endeavours to notify the Customer of delivery charges before dispatch.

WoodTech Electronics will use reasonable endeavours to meet delivery and/or performance estimates but, except as set out in Condition 8 below, in no circumstances shall it be liable to compensate the Customer for non-delivery, non-performance or late delivery or performance, even where it arises as a result of the negligence of WoodTech Electronics or its carriers. Time for delivery and/or performance shall not be of the essence. Delivery will be made to the address specified by the Customer. WoodTech Electronics may use any method of delivery available to it.

WoodTech Electronics reserves the right to deliver or perform by instalments. Failure to meet a scheduled delivery or performance date shall not prevent or restrict WoodTech Electronics from making further deliveries or rendering subsequent performance under the relevant Contract by instalment. Scheduled Deliveries can only be accepted for a maximum period of 3 months from the date of order.

## **8. INSPECTION, DEFECTS AND NON DELIVERY**

The Customer must inspect the Supplies as soon as is reasonably practicable after delivery, or in the case of Services, performance, and, except as set out in Condition 14 and/or 15 below, WoodTech Electronics shall not be liable for any defect in the Supplies incomplete or failed delivery, shortage of weight or quality of Supplies unless written notice is given to WoodTech Electronics within 7 days of delivery. If the Customer receives a damaged parcel, the Customer should take photographs of the parcel to confirm the damage and notify WoodTech Electronics immediately prior to opening the parcel.

The quantity of any consignment of Goods as recorded by WoodTech Electronics upon despatch from WoodTech Electronics' place of business shall be conclusive evidence of the quantity received by the Customer on delivery, unless the Customer can provide conclusive evidence to the contrary. WoodTech Electronics will not be liable for any non-delivery of Goods or non-performance of Services unless written notice is given to WoodTech Electronics within 7 days of the date when Goods should have been delivered or the Services performed in the ordinary course of events.

Any liability of WoodTech Electronics for non-delivery or non-performance or for Goods notified as defective on delivery or Services notified as defective following performance in

accordance with this Condition 8 will be limited to, at WoodTech Electronics' option, replacing the Goods or re-performing the Services within a reasonable time or to refunding the price then paid in respect of such Supplies.

## **9. DESCRIPTION**

All specifications, drawings, illustrations, descriptions and particulars of weights, dimensions, capacity or other details including, without limitation, any statements regarding compliance with legislation or regulation (together "Descriptions") wherever they appear (including without limitation in this Catalogue, on despatch notes, invoices or packaging) are intended to give a general idea of the Supplies, but will not form part of the Contract. If the Description of any Goods differs from the manufacturer's description, the latter shall be deemed to be correct. WoodTech Electronics shall take all reasonable steps to ensure the accuracy of Descriptions but relies on such information, if any, as may have been provided to it by its suppliers and to the fullest extent permitted by law excludes all liability in contract or tort or under statute or otherwise for any error in or omission from such Descriptions whether caused by WoodTech Electronics' negligence or otherwise. WoodTech Electronics may make changes to the Supplies as part of a continuous programme of improvement or to comply with legislation.

## **10. RISK AND OWNERSHIP**

The risk of damage to or loss of Goods will pass to the Customer when the Goods are unloaded from WoodTech Electronics' carriers at the Customer's premises or when Goods are received by the Customer or its representative, whichever is earlier. Ownership of the Goods shall not pass to the Customer until WoodTech Electronics has received in full (in cash or cleared funds) all sums due from the Customer to WoodTech Electronics on any account whatsoever.

Until ownership passes to the Customer, the Customer must hold the Goods on a fiduciary basis as WoodTech Electronics' bailee, insure the Goods against all usual risks to full replacement value, not pledge or allow any lien, charge or other interest to arise over Goods, and store each delivery of Goods separately, clearly identified as WoodTech Electronics' property and in a manner to enable them to be identified and cross referenced to particular invoices where reasonably possible. The Customer may use or sell Goods in the ordinary course of business, provided that the Customer will be agent for WoodTech Electronics in any sale if Goods are sold. However any such agency will only extend to the obligation to account for proceeds. WoodTech Electronics will not be bound by any contract between the Customer and the Customer's purchaser. The Customer must account to WoodTech Electronics for that part of the proceeds of any such sale which equates to the price of the Goods and shall hold that amount in a separate bank account on trust for WoodTech Electronics. The Customer will hold on trust for WoodTech Electronics in a separate bank account any insurance monies received by the Customer for Goods owned by WoodTech Electronics.

WoodTech Electronics' rights as an unpaid seller will not be affected by WoodTech Electronics retaining title to Goods under this Condition 10.

If payment is not received in full by the due date, or the Customer becomes bankrupt, passes a resolution for winding up or a court shall make an order to that effect, or a receiver is appointed over any assets or the undertaking of the Customer or an execution or distress is levied against the Customer, WoodTech Electronics shall be entitled, without previous notice, to retake possession of the Goods and for that purpose to enter upon any premises occupied or owned by the Customer.

If the Goods are mixed, processed or used so that they lose their identity or are irrevocably incorporated in, mixed with or applied to other goods to make another item, then ownership of the Goods will pass to the Customer, however a portion of proceeds of sale of any such item equivalent to the cost for the unpaid Goods remains in trust for WoodTech Electronics until payment for the Goods is made in full.

## **11. RETURNS**

No Goods may be returned other than with the prior agreement in writing of WoodTech Electronics. All returns must be accompanied by proof of purchase (eg. Tax Invoice). Prior to returning any Goods to WoodTech Electronics for any reason, the Customer must contact WoodTech Electronics to obtain a return material authorisation number ('RMA'). All Goods are returned at the Customer's risk, expense and cost and should be undamaged by the Customer and in their original packaging. The Customer is responsible for returning Goods to WoodTech Electronics and for providing proof of delivery of such return. Appropriate precautions must be taken in respect of Goods classed and identified as 'static sensitive'.

All Goods accepted for return should be returned for receipt by WoodTech Electronics within 7 days of delivery.

Any Goods returned as 'unwanted' or 'incorrectly ordered' may at the discretion of WoodTech Electronics be subject to a restocking fee of 25% of the invoice value of the Goods.

WoodTech Electronics expressly reserves the right (without limiting its discretion under this Condition 11) to refuse the cancellation of any order for or return for credit of Goods supplied by WoodTech Electronics which special order, custom or customised and non-stock items. Consumable items are non-returnable.

## **12. LIEN**

WoodTech Electronics shall have a general lien in respect of all sums due from the Customer upon all Goods to be supplied to the Customer or upon which work has been done on the Customer's behalf and upon fourteen days written notice to the Customer, WoodTech Electronics may sell such Goods and apply the proceeds towards the satisfaction of any sums due to WoodTech Electronics.

## **13. PERFORMANCE AND FITNESS FOR PURPOSE**

### **Subject to Condition 15:**

1. Unless any performance figures, tolerances or characteristics have been specifically and expressly warranted by senior management or a director of WoodTech Electronics in writing, WoodTech Electronics accepts no liability for any failure of the Supplies to comply with such criteria, whether attributable to WoodTech Electronics' negligence or otherwise; and
2. The responsibility for ensuring that Supplies are sufficient and suitable for a particular purpose is the Customer's unless specifically stated in writing by senior management or a director of WoodTech Electronics.

Any advice or recommendation given by an employee or subcontractor of WoodTech Electronics which is not confirmed in writing by senior management or a director of WoodTech Electronics is acted on entirely at the Customer's risk and WoodTech Electronics shall not be liable for any such advice or recommendation which is not so confirmed. Except as set out in Condition 15, the liability of WoodTech Electronics to the Customer, should any warranty, statement, advice or recommendation confirmed in accordance with this Condition 13 prove to be incorrect, inaccurate or misleading, will be limited to the refund of the price paid for the Supplies or, at WoodTech Electronics' option, the supply of replacement Supplies which are sufficient and suitable.

## **14. WARRANTY/GUARANTEE**

WoodTech Electronics will endeavour to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer of Goods.

In addition, WoodTech Electronics will, free of charge, repair or, at WoodTech Electronics' option, replace Goods or, in the case of Services, re-perform Services which are proved to the reasonable satisfaction of WoodTech Electronics to be damaged or defective due to faulty materials, workmanship or design for a period of 12 months after the date of despatch of the Goods or performance of the Services. Software / Firmware programs are supplied on the strict understanding that WoodTech Electronics does not warrant their function to be free from defects or error.

This obligation will not apply:

- if the defect arises because the Customer has altered or repaired such Goods without the written consent of WoodTech Electronics;
- because the Customer did not follow the manufacturers' instructions for storage, usage, installation, use or maintenance of the Goods;

- if the Customer has failed to notify WoodTech Electronics of any defect in accordance with Condition 8 where the defect should have been reasonably apparent on reasonable inspection; or
- if the Customer fails to notify WoodTech Electronics of the defect within 12 months (or such other period as WoodTech Electronics shall specify at the time of acceptance of the order for the Supplies) of the date of despatch of the Goods or performance of the Services.

Any replacement Supplies made or Goods repaired under this Condition 14 will be guaranteed on these terms for any unexpired portion of the period of guarantee given on the original Supplies. Any Goods which have been replaced will belong to WoodTech Electronics.

The Customer grants to WoodTech Electronics and its employees, agents and representatives a right to enter onto its premises to effect any repair or replacement under this Condition 14. The Customer shall ensure that WoodTech Electronics' employees, agents and representatives are provided with a safe and secure working environment while at its premises and the Customer shall be responsible for isolating any computers or processors requiring repair or replacement from its network and for making back-up copies of any information on such computers or processors before WoodTech Electronics' arrival on site.

Except as set out in 15 below and 8 above, this Condition is WoodTech Electronics' sole obligation and the Customer's sole remedy for defective Supplies and is accepted by the Customer in substitution for all express or implied representations, conditions or warranties, statutory or otherwise, as to the satisfactory quality, fitness for purpose or performance of the Goods (or any materials used in connection therewith) or the standard of workmanship of the Services and all such representations, conditions and warranties are excluded.

## **15. LIABILITY**

WoodTech Electronics shall not be liable for any damage, loss, cost, claim or expense resulting from the failure to give advice or information or the giving of incorrect advice or information whether or not due to the negligence of WoodTech Electronics, its employees, agents or subcontractors.

WoodTech Electronics does not exclude or restrict its liability for any matter for which it would be illegal for WoodTech Electronics to exclude or attempt to exclude its liability. Nothing in these Conditions of Sale excludes or limits the liability of WoodTech Electronics for death or personal injury caused by WoodTech Electronics' negligence or fraudulent misrepresentation.

Except for any rights to have Goods repaired or replaced or Services re-performed or to receive a refund of any price paid as expressly set out in these Conditions or at law, WoodTech Electronics will be under no liability to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage or direct or indirect or consequential loss (all of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of use, loss of data, computer downtime, depletion of goodwill, business interruption, increased purchasing or manufacturing costs, loss of

opportunity, loss of contracts and the like) howsoever caused or arising out of or in connection with:

- Any of the Supplies, or their manufacture, sale, performance, characteristics or any failure or delay in performance or supply of the Supplies by WoodTech Electronics or on the part of WoodTech Electronics' employees, agents or subcontractors;
- Any breach by WoodTech Electronics of any of the express or implied terms of the Contract;
- Any use made or resale or on-supply of any of the Supplies or any product incorporating any of the Goods or developed using the Supplies;
- Any acts or omissions of WoodTech Electronics at the Customer's premises;
- Any statement made or not made or advice given or not given by or on behalf of WoodTech Electronics including without limitation any statement as to compliance with legislation or regulation; or
- Otherwise under the Contract.

Except as contemplated by Condition 15(ii), these Conditions set out the entire liability of WoodTech Electronics to the Customer in respect of the Supplies and shall be in lieu and to the exclusion of all other warranties, conditions, and other terms implied by statute or common law save for any implied terms which by law cannot be excluded. WoodTech Electronics' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise shall be limited to repairing, replacing or, in the case of Services, re-performance or, in any case, at WoodTech Electronics' option, refunding monies already paid in respect of the Supplies. And WoodTech Electronics hereby excludes to the fullest extent permissible at law all conditions, warranties and stipulations express (other than those set out in these Conditions or given in accordance with them) or implied, statutory, customary or otherwise which but for such exclusion, would or might subsist in favour of the Customer. If the Goods are capable of storing user-generated data, repair may result in loss of that data and, to the fullest extent permitted by law, WoodTech Electronics expressly excludes all liability for such loss of data, and recommends that the Customer take steps to back-up such data before returning the Goods to WoodTech Electronics for repair.

Each of WoodTech Electronics' employees, agents and subcontractors may rely on and enforce the exclusions of and restrictions on liability in these Conditions in that person's own name and for that person's own benefit.

## **17. USE OF PERSONAL DATA**

WoodTech Electronics handles personal data in accordance with applicable personal data laws and the consents it has received from each personal data owner. WoodTech Electronics does not pass personal data or contact information to third parts without consent of the personal data owner.

## **18. INTELLECTUAL PROPERTY RIGHTS**

The Supplies in this Catalogue may be subject to the intellectual and industrial property rights including patents, knowhow, trademarks, copyright, design rights, utility rights, database rights, circuit layout rights and/or other rights of third parties. No right or licence is granted to the Customer, except the right to use the Supplies or re-sell the Goods in the Customer's ordinary course of business. WoodTech Electronics shall have no liability whatsoever in the event of any claim of infringement of any such rights howsoever arising.

In particular, without limiting the above, title in any software / firmwre program forming part of the Goods is reserved to WoodTech Electronics and/or its suppliers. The Customer is responsible for informing itself of the terms of its licence or use and paying any royalty payable. Such programs may be used only with the Goods. WoodTech Electronics owns full copyright in respect of this Catalogue and its reproduction in whole or part is prohibited without WoodTech Electronics' prior written consent.

## **19. PROMOTIONS**

In the event that WoodTech Electronics sends promotional material to the Customer in relation to goods or services available from WoodTech Electronics, these Conditions shall apply to all Supplies purchased from such material.

## **20. COUNTRY OF ORIGIN**

Unless otherwise confirmed by WoodTech Electronics in writing, nothing in this Catalogue is to be taken as representation of the source of origin, manufacturer or production of the Goods or any part thereof. Any fees incurred by WoodTech Electronics to provide certificates of origin (where available), will be charged to the Customer at cost.

## **22. TRADE COUNTER**

The Customer must produce an official order if calling directly at the Trade Counter or having previously ordered by telephone or email, if the Goods are to be charged to the Customer's commercial credit account. Goods collected at the Trade Counter are to be duly checked by the Customer for quantity, quality and condition. The Customer must notify WoodTech Electronics of any deficiencies in quantity or condition before leaving the Trade Counter otherwise it will be assumed that the Customer has accepted the Goods.

## **23. AGE REQUIREMENT FOR CERTAIN GOODS**

Where the law requires a minimum age for the purchase of certain Goods, the Customer confirms that he or she is over the required age and that delivery of the Goods will be accepted by a person over the relevant age limit.

## **24. PROHIBITED APPLICATIONS**

The Goods are not designed, authorised or warranted to be suitable for use in anti-personnel landmines, nuclear facilities or weapons, chemical or biological weapons, missile technology, space or aircraft or air traffic applications, life support or life sustaining equipment, surgical implantation equipment or for any other purpose where the failure or malfunction of the Goods could reasonably be expected to result in personal injury, death, severe property or environmental damage. Use or inclusion of the Goods in any such equipment, system or applications is strictly prohibited (unless WoodTech Electronics agrees in writing that such prohibition does not apply to a particular product) and any such use will be at the Customer's own risk. The Customer will indemnify WoodTech Electronics and its suppliers against any and all liability and expense (including costs) resulting from any such inclusion or even if damage is attributed to defective design or manufacture.

## **25. FORCE MAJEURE**

WoodTech Electronics shall not be liable to the Customer in any manner or be deemed to be in breach of these Conditions because of any delay in performing or any failure to perform any of WoodTech Electronics' obligations under these conditions if the delay or failure was due to any cause beyond WoodTech Electronics' reasonable control (which shall include, but not be limited to government actions, war, fire, explosion, flood, import or export regulations or embargoes, labour disputes or inability to obtain or a delay in obtaining supplies of Goods or labour) (each a "Force Majeure Event"). On the occurrence of a Force Majeure Event, WoodTech Electronics may, at its option, delay the performance of, or cancel the whole or any part of a Contract.

## **27. LEGAL CONSTRUCTION**

All Contracts shall be governed by and interpreted in accordance with Queensland law and the Customer submits to the jurisdiction of the Queensland Courts and Courts able to hear appeals from those Courts, but the Company may enforce such Contract in any court of competent jurisdiction.

## **28. GENERAL**

Any provision of these Conditions which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of these Conditions and the remainder of such provision shall not be affected. Failure by WoodTech Electronics to enforce or partial enforcement by WoodTech Electronics of any provision of these Conditions will not be construed as a waiver by WoodTech Electronics of any rights under these Conditions.

The Company shall be entitled, without the consent of or notice to the Customer, to assign the benefit, subject to the burden, of these Conditions and/or any Contract to a related body corporate (as defined in section 50 of the Corporations Act 2001 (Cth)) at any time.

**These Conditions supersede all previous terms and conditions which have previously governed a contract for the sale of Supplies from WoodTech Electronics to the Customer. January 2021.**