Terms and Conditions Cutting Edge Cut to Size 98123762546

1. OUTLINE

- 1.1 Currency: These terms and conditions of sale (Terms) apply to the supply of all Goods and Services by us to you from the date that you accept these Terms.
- 1.2 Acceptance: You accept these Termswhen:
 - 1.2.1 you submit an Order (including by checking the box and clicking the "submit" button);
 - 1.2.2 you take delivery of, or any part of, the Goods and Services of an Order: or
 - 1.2.3 you make Payment, or partial Payment, for any Goods and Services supplied by us, whichever occurs first.

2. QUOTES + ORDERS

- 2.1 Requesting a Quote: You may request a Quote from us relating to the potential supply of Goods and Services via your selected login.
- 2.2 **Providing a Quote:** We will provide you a Quote for the potential supply of Goods and Services. The Quote will include the price and quantity of the Goods and Services proposed to be supplied by us and other relevant details as you have selected through your ordering process
- 2.3 Validity of Quote: A Quote is valid for 30 days only. We reserve the right to withdraw a Quote at any time before you place an Order.
- 2.4 Placing an Order: If the Quote is acceptable to you, you may place an Order for the supply of Goods and Services. An Order is not binding until we have provided you, in our absolute discretion, with our written acceptance of the Order and you have agreed to the payment terms.
- 2.5 Additional conditions: Unless otherwise agreed by us in writing, these Terms will prevail over, and we will not be bound by, any conditions (express or implied) added or provided by you.

3. PRICE

- 3.1 Price: Unless we otherwise agree in writing and subject to clause 3.2, the price charged and payable for the Goods and Services shall be the price in Australian dollars at the date we provide the Quote. Any applicable taxes, charges, delivery, installation and incidental costs in relation to the Goods and Services will be payable by you in addition to the price.
- 3.2 Variation of price: Prices in any Quote for the supply of Goods or Services are based on the costs prevailing and the specifications supplied at the time of the Quote. Subject to your rights at law, we may (acting reasonably) vary the price of the Goods or Services specified in your Order if varied, due to a request by you or us, from the Goods or Services specified in our Quote.
- 3.3 Imported goods: Prices for imported

goods charged to you shall be the price of those goods charged to us (including any relevant Charges, transportation, freight and insurance costs) converted into Australian dollars using the exchange rate applied to us or such other rate as we reasonably determine.

4. PAYMENT + CREDIT

- 4.1 **50% Deposit Invoice:** Unless we otherwise agree, we will issue you an Invoice upon order of the Goods or Services specified in your Order.
- 4.2 Payment terms: You must make all Payments in full upon receipt of our invoice to ensure acceptance of your order and production starting.
- 4.3 **Payment method:** You must make all Payments by direct payment to the bank account nominated by us or as otherwise agreed with us.
- 4.4 Information: You acknowledge and agree that for us to establish your credit worthiness, we may require you to provide financial statements and other related financial information to enable us to determine relevant financial indicators such as cash flow measurement, liquidity measurements and solvency measurements. You also authorise us to run credit checks if required.
- 4.5 **Credit:** We may at our discretion grant you a credit limit in accordance with our credit management policy and our determination of your creditworthiness.
- 4.6 Credit Assessment: To enable us to assess your application for credit, you authorise us:
- 4.6.1 to obtain from a credit reporting agency/body a consumer or commercial credit report containing personal information about you and any guarantors;
- 4.6.2 to obtain a report from a credit reporting agency/body any other information in relation to your commercial credit activities; and
- 4.6.3 to give to a credit reporting agency/body information your identity particulars and application details.
- 4.7 **Credit Information:** You authorise us to give to and obtain from any credit provider named in the accompanying Credit Application and credit providers that may be named in a credit report issued by a credit reporting agency/body, information about your credit arrangements. You understand that this information can include any information about your credit worthiness.
- 4.8 **Use:** You understand that information can be used for the purposes of assessing your application for credit, assisting you to avoid defaulting on your credit obligations, assessing your credit worthiness and notifying other credit providers and credit reporting agencies of a default by you under these Terms.
- 4.9 **Notification:** You must notify us in writing

- within seven (7) days of: (1) any alteration of your name or ownership; (2) the issue of any legal proceedings against you; (3) the appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to you; and (4) any change in the ownership of your business. You agree that you shall be liable to us for all Goods supplied to the new owner by us until notice of any such change is received.
- 4.10 Bank Guarantee: You acknowledge and agree that you must provide to us a bank guarantee or other collateral as we may determine is appropriate in the circumstances where we grant you a credit limit.
- 4.11 Changes: We reserve the right at our discretion to change the amount of credit available to you and/or your payment terms, including without limitation if we consider that your credit worthiness has changed for any reason.
- 4.12 Credit limit: Unless we otherwise agree in writing, you must not exceed the credit limit granted to you in accordance with these Terms.
- 4.13 Revocation of credit: We reserve the right to revoke at any time any credit extended to you, in our absolute discretion.
- 4.14 Accounts: We may provide to you a credit account statement monthly or as we may otherwise confirm to you in writing.

5. PAYMENT DEFAULT

- 5.1 **Consequences**: If you fail to make a Payment in accordance with clause 4, without otherwise limiting our rights, we may, in our absolute discretion:
 - 5.1.1 charge Default Interest at the rate of 10% per annum or such other amount that we may prescribe from time to time;
 - 5.1.2 cease supply of any and all relevant Goods and Services until all Payments have been made in full:
 - 5.1.3 modify any credit limit or payment terms applicable to you;
 - 5.1.4 apply any bank guarantee, security or collateral towards any outstanding amounts; and/or
 - 5.1.5 terminate any Order and these Terms.
- 5.2 **Payment of Default Interest**: Default Interest pursuant to clause
- 5.2.1 payable on demand; and

5.1 shall be:

- 5.2.2 calculated daily from the due date to the actual date when the Payment is made in full
- 5.3 **Costs of enforcement**: We may recover from you any costs we incur to collect any Payment.

- 5.4 **No set off**: You may not set off against any Payment any claims which you may have againstus.
- 5.5 **Default Interest amount credited first:**Any Payment you make to us shall first be credited against any Default Interest accrued pursuant to this clause 5 to the actual date of Payment.

6. DELIVERY, RISK + INSURANCE

- 6.1 **Delivery&/or collection:** Delivery &/or collection of the Goods and commencement of the Services (as applicable) occurs when we deliver or you take delivery of the Goods to you, your agent or nominee or to a carrier commissioned on your behalf and/or commence the Services at the place specified by you (as applicable), or as otherwise agreed or you collect the goods form our premises.
- 6.2 **Cost of delivery**: If by prior agreement we may charge you the cost of delivering the Goods to you, which will be included in the Payment. You must pay for any further costs after the Goods have been Delivered.
- 6.3 Instalments: We reserve the right to make deliveries in instalments and these Terms shall be severable as to such instalments, in which case Payment for each instalment is a condition precedent to subsequent instalments.
- 6.4 Risk passes on delivery &/or collection: The risk in the Goods shall pass to you upon the delivery &/or collection of the Goods in accordance with clause 6.1.
- 6.5 **Site safety:** You must ensure the Delivery location or your premises are otherwise suitable, ready and safe for the Delivery of the Goods and the commencement of the Services (as applicable).
- 6.6 Collection Site: it is your responsibility to ensure your vehicle is suitable for collection and all adequate tie down mechanisms are available to ensure the safe secure of your load.
- 6.7 Insurance over Goods: If requested by us in a Quote, or, prior to you placing an Order, you must from the delivery date until we have received Payment for all Goods in full, insure the Goods for their full replacement value and provide to us upon our request evidence of such insurance.
- 6.8 No liability for delay: We will use all reasonable efforts to deliver the Goods to you and commence the Services (as applicable) by the date and to the place specified by you. Without limiting clause 9, if the Delivery of the Goods and/or Services is delayed due to your acts or omissions or you do not comply with clause 6.5 to our satisfaction:
 - 6.8.1 we shall not be liable for late deliveryor delay in delivery;
 - 6.8.2 the delay does not give you the right to cancel an Order or terminate these Terms.
- 7. SUSPENSION + CANCELLATION

- 7.1 Suspension of Order: If as a consequence of your instructions we delay or suspend (but not cancel) an Order or any part of an Order for a period of 14 days or more, we may:
 - 7.1.1 request the payment in full for all work in progress relating to the relevant Order at the time of suspension;
 - 7.1.2 vary the price for the uncompleted portion of the relevant Order; and/or
 - 7.1.3 cancel your Order.
- 7.2 Cancellation by you: You may not cancel an Order, or any part of it, unless:
 - 7.2.1 we give our written consent; and
 - 7.2.2 you pay to us (if required by us in our absolute discretion) any and all costs reasonably incurred by us in relation to the cancelled Order or the cancelled part of the Order to the date of cancellation.
- 7.3 Cancellation by us: We may in writing and at our discretion suspend cancel an Order or delivery of an Order without liability to you if:
 - 7.3.1 we reasonably form the opinion that you are insolvent or at material risk of insolvency;
 - 7.3.2 we determine your credit worthiness is unsatisfactory or that you would not be able to make a Payment on time;
 - 7.3.3 you fail to make a Payment on time:or
 - 7.3.4 we reasonably form the opinion that supplying Goods or Services to you may have a negative impact upon ourbusiness or commercial reputation.

8. DEFECTS + RETURN OF GOODS

- 8.1 This clause 8 is subject to clause 9, clause 10 and any other statutory or legal right whether under these Terms or otherwise.
- 8.2 **Returns**: You must inspect the Goods immediately upon taking delivery otherwise within 1 week of receipt of the Goods and may only return the Goods if:
- 8.2.1 they do not materially comply with the Order; or
- 8.2.2 if permitted by law, including the ACL.
- 8.3 **Deemed acceptance**: You will be deemed to have accepted the Goods if:
 - 8.3.1 you do not notify us within the time period specified in clause 8.2; or
 - 8.3.2 you put the Goods to commercial use; or you fail to respond to our declaration for acceptance (if any).
- 8.4 **Notification**: If you wish to return any Goods delivered to you, in accordance with clause 8.2 you must give to us:
 - 8.4.1 notice within a reasonable time of your receipt of the Goods: and
 - 8.4.2 the original Invoice details.
- 8.5 **Replacement, credit or refund**: If we accept the return of Goods from you, we

will atour option either:

- 8.5.1 replace the returned Goods; or
- 8.5.2 give a credit or a refund for such Goods.
- 8.6 Costs to return Goods: Unless otherwise permitted by law or there is a major failure in the Goods, you must pay for any transportation costs to return the Goods to us.
- 8.7 Payment for other Goods: You may not withhold any payment due to us in respect of any other Goods pending the resolution of a return.
- 8.8 Non-payment of account: We will not accept notifications under clause 8.4 if there are any amounts outstanding from you.
- 8.9 **Goods damaged in transit**: If the Goods are damaged while being delivered to you, subject to your compliance with this clause 8, we will replace the relevant Goods.

9. EXCLUSIONS + LIMITATIONS

- 9.1 **Excluded rights**: All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), relating to these Terms, that are not contained in it, are excluded to the fullest extent permitted by law
- 9.2 **Limitations**: No warranty is given and we will not be liable for:

In the case of Goods

- 9.2.1 alterations to Goods for which we arenot responsible;
- 9.2.2 damage or failure caused by unusual or non-recommended use, misuse or application of the Goods; or
- 9.2.3 loss caused by any factors beyond our control; and

In the case of Services

- 9.2.4 interference with our Services for which we are not responsible;
- 9.2.5 damage or loss caused by unusual or non- recommended use of our Services; or
- 9.2.6 loss caused by any factors beyond our control.
- 9.3 Indirect loss: We will not be liable for any special, indirect, consequential or economic loss or damage or loss of profits (arising in contract or tort or arising from any other cause of action) suffered by you or any other person resulting from any actor omission by us (including breach, termination or non-observance of the terms of an Order or agreement which incorporates these Terms).
- 9.4 **Total liability**: Unless there is a major failure our total liability for breach of these Terms or breach of our contractual obligations or duties at law or in equity (however arising) is limited at our option to:

In the case of Goods

- 9.4.1 the replacement of the Goods or the supply of equivalent goods; the repair or rectification of the Goods;
- 9.4.2 the payment of the cost of

- replacing the Goods or of acquiring equivalent goods; or
- 9.4.3 the payment of the cost of the repair or rectification of the Goods: and

In the case of Services

- 9.4.4 the supply of the Services again; or
- 9.4.5 the payment of the cost of having the Services supplied again.
- 9.5 **No reliance**: You agree that:
 - 9.5.1 you have and will make your own assessment of the fitness for purpose and suitability of any Goods or Services supplied to you;
 - 9.5.2 you do not and will not rely on our skill or judgment nor that of any person with whom any prior arrangements in relation to the acquisition of any Goods or Services were or will be made;
 - 9.5.3 you have not made, nor will make known, to us or a manufacturer of goods (directly or indirectly) the particular purpose for which you acquire Goods or Services.
- 9.6 Third party work: If we obtain goods or services from a third party, as requested by you, in order to carry out your instructions or complete an Order:
 - 9.6.1 we acquire such goods or services as agent for you not as principal and will have no liability to you in relation to the supply of these goods or services;
 - 9.6.2 we will not be liable for any breach of these Terms if that breach is as a result of or is connected with the supply by a third party of such goods or services:
 - 9.6.3 any claim by you in relation to the supply of such goods or services must be made directly against that third party; and
 - 9.6.4 you must pay for such goods or services from the third party plus the cost of or relevant fee for us performing such services as agent for you.
- 9.7 To the fullest extent permitted by law, we give no warranty in respect of any goods or services that are supplied or carried out or provided to you by a third party even where forming part of an Order. Any warranties or other rights will be governed by the terms of supply by that provider to you.

10. STATUTORY RIGHTS

- 10.1 Statutory rights: Certain statutory guarantees, warranties and rights may apply to your purchase of Goods and Services from us as provided by relevant laws but subject to these Terms as applicable and where permitted by relevantlaws.
- 10.2 **No restriction**: Nothing in these Terms

excludes, restricts or modifies any condition, warranty, statutory guarantee, right or remedy implied or imposed by statute or regulation which cannot be lawfully excluded, restricted or modified.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us; and to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

10.3 Unfair contract: If the ACL or the unfair contract terms in the CCA applies to any provision(s) in these Terms, any such provision(s) shall be void to the extent it is unfair within the meaning of the ACL and/or CCA.

11. TITLE

- 11.1 **Subject to the PPSA**: The provisions of this clause 11 are subject to the provisions of the PPSA and clause 12.
- 11.2 **Title**: We will retain absolute title over the Goods until:
 - 11.2.1 we have received Payment in full in respect of the Goods; or
 - 11.2.2 the Goods are disposed of in the manner prescribed under clause 12.10.
- 11.3 **Identification**: Until full title in the Goods has passed to you, you will ensure that:
 - 11.3.1 any identifying plate, mark or packaging number on any of the Goods is not removed, defaced or obliterated: and
 - 11.3.2 the Goods are identifiable and distinguishable from any other goods that may be in your possession and as to each particular Invoice of Goods.

12. SECURITY INTEREST

- 12.1 Security Agreement: This clause 12 sets out the Security Agreement between you (as grantor) and us (as secured party).
- 12.2 Creation of Security Interest: You grant to us a security interest (Security Interest) in the Goods supplied by us to you, including all related proceeds (Collateral), as security for all or part of the Payment of any amount relating to the Goods in accordance with these Terms or otherwise. For the avoidance of doubt, this Security Interest is also a Purchase Money Security Interest in the Collateral.

- 12.3 Ranking: Subject to the priority rules set out in the PPSA, this Security Interest ranks in priority ahead of all other security interests in the Collateral.
- 12.4 Perfection: You irrevocably give us authority to register a financing statement for the Security Interest on the PPSR. This clause does not prevent us from perfecting this Security Interest by any other means in accordance with the PPSA.
- 12.5 Information: You must provide us with any information required for us to register a financing statement or a financing change statement for this Security Interest on the PPSR.
- 12.6 **Identification**: Until this Security Interest has been extinguished, you must ensure that, asfar as is reasonably practicable:
 - 12.6.1 any identifying plate, mark or packaging number on any of the Collateral (including Goods) is not removed, defaced or obliterated; and
 - 12.6.2 the Collateral is identifiable and distinguishable from any other goods or products in your possession and as to each particular Invoice of Goods comprising the Collateral.
 - 12.7 **Accessions**: You acknowledge that this Security Interest continues to apply to Collateral that becomes an accession to other goods.
- 12.8 **Remedies**: Until this Security Interest in the Collateral has been extinguished, if:
 - 12.8.1 you experience a Default Event; or
 - 12.8.2 you breach these Terms, we may as we see fit and without notice to you, seize, retain or redeem the Collateral, or seek any and all remedies provided under Chapter 4 of the PPSA or any other remedies provided at law or in equity, including those set out in clause 12.9.
- 12.9 Right of entry: In additional to any rights given to us under Chapter 4 of the PPSA, you irrevocably:
 - 12.9.1 grant us the right to:
 - A demand the immediate return of the Goods to us;
 - B enter your premises to search for and seize the Goods withoutnotice or liability to you; and
 - C retain, sell or otherwise dispose of those Goods in any manner we see fit; and
 - 12.9.2 indemnify us and keep us indemnified against any claim (including in negligence) in respect of any damage to your property or the premises you occupied or any consequential loss caused by another party arising in relation to searching for and seizing any Goods in accordance with this clause 12.9.
- 12.10 **Permitted use and sale:** You may only sell or deal with any of the Collateral (including accessions) in respect of which

- full Payment has not been received if you obtain our prior written consent.
- 12.11 Costs: You must pay all costs incurred by us (including costs on a solicitor-client basis and debt collector's costs) arising out of this Security Agreement, including costs in relation to:
 - 12.11.1 seizure, retention, redemption or any other remedy exercised pursuant to this Security

 Agreement: and
 - 12.11.2 the enforcement of our rights under this Security Agreement (including matters incidental to it).
- 12.12 Extinguishment: The Security Interest is extinguished only if all obligations under this Security Agreement have been satisfied.
- 12.13 Waiver: Sections 95, 118, 121(4), 125, 130, 132 and 135 of the PPSA shall not apply to the extent that they impose obligations on
- 12.14 Waiver of receipt of statements: You irrevocably waive your right to receive from us a copy of any financing statement, financing change statement or verification statement that is registered, issued or received at any time inrelation to this Security Agreement.
- 12.15 **Disclosure**: The parties agree that neither party may disclose information that:
 - 12.15.1 can be requested under section 275(1) of the PPSA (subject to any exceptions that may apply under section 275(7) of the PPSA); or
 - 12.15.2 is protected against disclosure by a duty of confidence.
- 12.16 Acknowledgement: You acknowledge due notice of this Security Agreement with acceptance of these Terms.

13. INTELLECTUAL PROPERTY

- 13.1 Our intellectual property: All of our Intellectual Property Rights in and relating to the production, development and supply of the Goods or Services, including but not limited to designs, concept designs, plans, illustrations, specifications and other literature, remains our property.
- 13.2 Limited licence: We grant to you a non- transferrable, non-exclusive, revocable and limited licence to use our Intellectual Property Rightsin respect of the Goods and Services for the sole purpose of your use of the Goods and Services in accordance with this Agreement.
- 13.3 Infringement: You must inform us immediately if you become aware of any third party intellectual property infringement claim in relation to our Intellectual Property Rights.
- 13.4 **Confidentiality**: You must keep confidential and shall not use any of our confidential information without our prior written consent.

14. TERMINATION

14.1 **Termination**: Either party may terminate these Terms by giving 30

- days' notice in writing to the other.
- 14.2 If a Default Event occurs:
 - 14.2.1 we may, without limiting any other right we have under these Terms, terminate any outstanding Order and any contract for the supply of Goods and Services to you; and
 - 14.2.2 all other Payments and any other monies unpaid, owing or are due under these Terms become immediately payable.
- 14.3 **Effect**: Termination under this clause of these Terms does not affect any rights or remedies that may have accrued prior to termination.
- 14.4 Survival: Any indemnity, obligation of confidence or any other term by its nature intended to survive termination of this Agreement is independent and survives that termination.

15. GST

- 15.1 **Prices exclusive of GST:** Unless otherwise agreed, prices with respect to any taxable supply are exclusive of GST.
- 15.2 **GST payable in addition:** You must pay to us all GST in addition to any other amounts payable by you to us in respect of a taxable supply, which will be payable by you when required to pay for the Goods or Services.
- 15.3 **Issue of tax invoice:** We will issue a tax invoice for any taxable supply to you, which will enable you, if permitted by the GST Law, to claim a credit for GST paid by you.

16. DISPUTE RESOLUTION

- 16.1 **CISG**: The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- 16.2 The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach of it (Dispute).
- 16.3 If a Dispute cannot be settled amicably through ordinary negotiations between representatives of the parties, the Dispute shall be referred to the senior management of each party who will meet in good faith to try and resolve the dispute.
- 16.4 All negotiations connected with the Dispute will be conducted in complete confidence and on a without prejudice basis.
- 16.5 If the Dispute remains unresolved after thirty (30) days from the commencement of such negotiations referred to in clause 16.2, either party may take any further action they see fit, including to commence legal proceedings to resolve the Dispute.
- 16.6 Nothing in this clause 16 prevents a party from instituting proceedings to seek urgent injunctive, interlocutory or declaratory relief.

17. GENERAL

17.1 **Lawful purpose**: You must ensure the Goods and Services are used only for lawful purposes and in accordance

- with applicable laws.
- 17.2 Binding: These Terms bind our successors, administrators and permitted assigns and your executors and permitted assigns or your successors, administrators and permitted assigns (as applicable).
- 17.3 Assignment: We may assign, transfer and/or sub-contract our rights and/or obligations (in whole or in part) under these Terms. You may not assign, transfer, novate, hold on trust or otherwise delegate any of your rights or obligations under these Terms without our prior written consent (acting reasonably).
- 17.4 **New Terms**: If we adopt new terms and conditions for the sale of Goods and Services:
 - 17.4.1 you will be given written notice; and
 - 17.4.2 they will apply to the subsequent supply of Goods and Services.
- 17.5 **Variation**: These Terms can only be varied by mutual written agreement.
- 17.6 **Force Majeure**: If a Force Majeure Event occurs, we may:
 - 17.6.1 totally or partially suspend any
 Order or any deliveries relating to
 an Order during any period in
 which we may be hindered due to
 that Force Majeure Event; and
 - 17.6.2 elect to extend at our discretion the period for performance of an obligation under these Terms as is reasonable in all the circumstances.
- 17.7 Severability: Each clause in these Terms is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.
- 17.8 **Waiver**: No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.
- 17.9 **Governing law**: These Terms shall be governed by the laws of the State of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of the State of New South Wales.

18. INTERPRETATION + DEFINITIONS

- 18.1 **Personal pronouns**: Except where the context otherwise provides or requires:
 - 18.1.1 the terms we, us or our refers to Cutting Edge Cut to Size];
 - 18.1.2 the terms **you** or **your** refers to any person or entity that places an Order with us and agrees (by conduct, notice or otherwise) to be bound by these Terms, including any related company, related party, officer and authorised person of the relevant person.
- 18.2 Defined terms: In these Terms, unless otherwise provided, the following terms shall have their meaning as specified:

ACL means the Australian Consumer Law under the *Consumer and Competition Act*

2010 (Cth) as amended.

CCA means the *Consumer and Competition Act 2010* (Cth) as amended.

Charges means any sales tax, excise duties, customs duty, transfer duty, GST or any other taxes, duties or charges applicable in respect of the provision of the Goods and Services specified in your Order.

Default Event means any one of the following events:

- you fail to make any payment when due, whether for the Goods and Services or otherwise;
- (b) if you are a person you become an
 - insolvent under administration;
- (c) if you are a body corporate you become an externally administered body corporate;
- (d) proceedings or applications are commenced or made for the appointment of any persons listed in items (b) or (c) above;
- (e) a mortgagee or their agent enters into possession of your assets;
- (f) you cease or threaten to cease carrying on business; or
- (g) you experience a change in control or a material change in financial position which in our reasonable opinion adversely affects your ability to meet your obligations under this Agreement.

Default Interest means the amount specified in clause 5.

Delivery means the delivery of the Goods and Services in accordance with clause 6.1.

Force Majeure Event means circumstances beyond our reasonable control, which shall include, but not be limited to compliance with any laws, regulations, orders, acts, instructions or priority request of any government, or any department or agency, civil or military authority, acts of God, acts of the public enemy, your acts or omissions, fires, floods, strikes, lockouts, embargoes, wars, labour or material shortages, riots, insurrections, defaults of our suppliers or subcontractors, delays in transportation, loss or damage to Goods in transit or instructions or lack of instructions from you.

Goods mean goods we sell from time to time, including those set out in our Quote or an Order.

GST and **GST** Law mean as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trade marks, domain names, trade secrets, knowhow, confidential information, and all other similar proprietary rights which currently exist and/or are recognised in the future

Invoice unless otherwise agreed means the

invoice issued upon the delivery of the Goods and Services specified in your Order.

Order means an order for Goods and Services received by us in accordance with these Terms.

Payment means payment of any amount relating to Goods or Services in accordance with these Terms.

PPSA means the Personal Property Securities Act 2009 (Cth) as amended, including any regulations made pursuant to it

PPSR means the Personal Property Securities Register.

Quote means a quotation by us for the supply of particular Goods and Services containing details as specified in clause 2.2.

Security Agreement means the security agreement set out in clause 12.

Services mean services we provide from time to time, including those set out in our Quote or an Order.

Terms means these terms and conditions of sale and any special conditions set out in Schedule 1.

Schedule 1 - Special Conditions

Payment Terms

A non refundable 50% deposit on placement of order.

Full balance payable before collection of goods.

If the total of the order is less than \$500, the full invoice amount is to be paid at the time of the order.

This payment is treated as acceptance of the order and our terms and conditions. Once a deposit is paid we cannot guarantee any changes can be made.

Additional Terms and conditions

Any manufacturing or product defects, to be bought to the attention of Cutting Edge Cut to Size (CECTS) within 7 days by email to orders@cuttingedgecuttosize.com.au

Goods become the responsibility of the customer once they have left the collection point, CECTS cannot be held liable for damage to goods after this point. It is the responsibility of the customer to ensure adequate handling and securing of load. All directions from staff are to be followed at collection location and any safety instructions given are to be followed.

Orders must be collected within 7 days of dispatch date or a storage fee may apply and be payable prior to collection.

Lead times will take affect once the deposit is paid. Any lead times quoted will be calculated in working days.

While every reasonable effort will be made to achieve the lead times provided, Cutting Edge Cut to Size will not be held liable for any delays due to the unavailability of materials, variation delays, delayed deposit payments or any event beyond reasonable control.

Privacy Policy

Your privacy is important to Cutting Edge Cut to Size ABN 98123762546. This privacy statement provides information about the personal information that Cutting Edge Cut to Size collects, and the ways in which Cutting Edge Cut to Size uses that personal information.

Warranty

We warrant the goods that we supply will:

Match the size and specifications as per the order

Be free of any third party claims or undisclosed securities

Be of acceptable quality as described in Australian Consumer Law

The warranty will only apply to goods being used for their designed purpose and only cover failures due to defects in materials or workmanship and will not cover normal wear and tear, damages or loss from accidents, misuse, abuse, neglect, mishandling, misuse, misapplication, alterations, or improper maintenance.

Our warranty does not cover:

Any damage arising from insufficient care, or from failure to comply with the supplied instructions and advice for receiving, assembling, using, and maintaining.

Any changes in the visual appearance that are directly linked to aging or exposure including air-conditioning.

Normal fading due to light / sunlight.

Scratching and chipping due to wear and tear.

Stain, discolouring, corrosion, and damage caused by contact with chemicals, humidity, heat, organic materials such as bird droppings, sap, food, drinks, or leaves.

Corrosion originating from scratches or abrasions that result from general wear and tear and which cannot be removed via standard cleaning and maintenance processes.

Minor spots of rust. This is a natural outcome expected on products made of steel and can be treated using maintenance tools. This treatment should not be delayed, or rust will worsen.

The corrosion of stainless-steel parts due to use in a confined, chlorinated environment.

Corrosion of steel furniture (including but not limited to stainless steel furniture and fittings such as screws) as a result of use in a coastal environment, salt water and air exposure.

General wear and tear.

Collection of Personal Information

As a user of our website, you may submit personal details about yourself, including by email or online form. This information may be stored in our database. When you provide us with your personal information, you are consenting to the use of it within our organisation for the purposes we prescribe and which are set out in this privacy statement.

Cutting Edge Cut to Size may collect and use the following types of personal information: information that you provide for the purpose of registering with the website;

- information about your use of this website;
- information that you provide for the purpose of subscribing to the website services; and
- any other information that you send to Cutting Edge Cut to Size.

Using personal information

This information collected by Cutting Edge Cut to Size, may be used to:

- respond to your queries;
- administer this website;
- personalise the website for you;
- enable your access to and use of the website services and any adjoining subscriptions that may be required;
- publish information about you on the website;
- send to you products that you purchase;
- supply to you services that you purchase;
- send you statements and invoices;
- collect payments from you;
- compile our databases;
- conduct research for our own internal marketing purposes; and
- send you marketing communications.

Where Cutting Edge Cut to Size discloses your personal information to its agents or sub-contractors for these purposes, Cutting Edge Cut to Size will require the agent or sub-contractor in question to agree that it will use that personal information in accordance with the terms of this privacy statement.

In addition to the disclosures reasonably necessary for the purposes identified elsewhere above, Cutting Edge Cut to Size may disclose your personal information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend its legal rights.

We will not sell, trade or disclose any of your personal information to any third party without your consent or unless we are required by law to do so.

Securing your data

Cutting Edge Cut to Size will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

Data Transfers

Information that Cutting Edge Cut to Size collects may be stored and processed in and transferred between any of the countries and states in which Cutting Edge Cut to Size operates to enable the use of the information in accordance with this privacy policy.

In addition, personal information that you submit for publication on the website will be published on the internet and may be available around the world.

You agree to such cross-border transfers of personal information.

Access to your information and your rights

If you have submitted details about yourself to us, you are entitled to access the information which is subsequently handled by us within our organisation. There are exceptional circumstances where access to your personal information may be refused by us such as where access would be unlawful. We will advise you of such circumstances if they arise.

If you would like to access your personal information, please submit your request to Cutting Edge Cut to Size outlining the documents or information you require.

Updating this statement

Cutting Edge Cut to Size may update this privacy policy by posting a new version on the website. You should check this page frequently to ensure you are familiar with any changes.

Other websites

This website contains links to other websites.

Cutting Edge Cut to Size is not responsible for the privacy policies or practices of any third party.

Contact Cutting Edge Cut to Size

If you have any questions about this privacy policy or Cutting Edge's Cut to Size use of your personal information, please write to enquiries@cuttingedgecuttosize.com.au.