

Australian Auto Gates Pty Ltd  
Terms & Conditions of Trade (Residential)

**1. Definitions**  
 1.1 "Seller" shall mean Australian Autogates Pty Ltd and its successors and assigns.  
 1.2 "Buyer" shall mean the buyer or any person or Seller acting on behalf of and with the authority of the buyer.  
 1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Buyer if a Limited Liability Buyer on a personal debtor basis.  
 1.4 "Goods" shall mean Goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined).  
 1.5 "Services" shall mean all services supplied by the Seller to the Buyer and include any advice or recommendations (and where the context so permits shall include any supply of Services as defined above).  
 1.6 "Price" shall mean the cost of the Goods as agreed between the Seller and the Buyer subject to clause 4 of this contract.

**2. Acceptance**  
 2.1 Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer's acceptance of Services and/or Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.  
 2.2 Upon acceptance of these terms and conditions by the Buyer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.  
 2.3 None of the Seller's agents or representatives are authorized to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorized statements.

**3. Goods**  
 3.1 The Goods shall be as described on the invoice, quotation, work authorization, sales order or any other work commencement form as provided by the Seller to the Buyer.  
 3.2 The inside programming and coding of any additional remote controls, cover and slave the number supplied with the initial order shall occur the Seller's standard service call out and labour charge.

**4. Price And Payment**  
 4.1 At the Seller's sole discretion:  
 (a) The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or  
 (b) The Price of the Goods shall be the Seller's quoted Price, which shall be binding upon the Seller provided that the Buyer shall accept in writing the Seller's quotation within 30 days; or  
 (c) The Price shall be the Seller's current Price at the date of delivery of the Goods according to the Seller's current Price List.  
 4.2 At the Seller's sole discretion a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods. Services and shall become immediately due and payable.  
 4.3 The Seller may give notice to the Buyer at any time up to seven (7) days before delivery increase the Price of the Goods to reflect any increase in the cost to the Seller beyond the reasonable control of the Seller.  
 4.4 Time for payment for the Services/Goods shall be at the Seller's sole discretion and shall be stated on the invoice, quotation or any other order form. If no time is stated then payment shall be on delivery of the Services/Goods.  
 4.5 The Seller may withhold delivery of the Goods until the Buyer has paid for them, in which event payment shall be made before the delivery date.  
 4.6 At the Seller's sole discretion payment may be due at the date of this agreement.  
 4.7 Payment will be made by cheque, or by bank cheque or by any other method as agreed between the Buyer and the Seller.  
 4.8 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

**5. Delivery Of Goods / Services**  
 5.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Buyer at the Seller's address.  
 5.2 Delivery of the Goods to a carrier, either named by the Buyer or failing such naming to a carrier at the discretion of the Seller for the purpose of transportation to the Buyer, is deemed to be a delivery of the Goods to the Buyer.  
 5.3 The costs of carriage and any insurance which the Buyer necessarily directs the Seller to incur shall be reimbursed by the Buyer (without any set-off or other抵免 whatever) and shall be due on the date for payment of the Price. The Seller shall not be liable for the Buyer's agent.  
 5.4 Where there is no agreement that the Seller shall deliver the Goods to the Buyer, delivery to a carrier at limited carrier's risk at the expense of the Buyer is deemed to be delivery to the Buyer.  
 5.5 The Seller may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.  
 5.6 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.  
 5.7 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any other goods) or at all.  
 5.8 Delivery of the Goods to a third party nominated by the Buyer is deemed to be delivery to the Buyer for the purposes of this agreement.

**6. Risk**  
 6.1 If the Seller retains property in the Goods notwithstanding all risk for the Goods passes to the Buyer on delivery.  
 6.2 If any of the Goods are damaged or destroyed prior to property in them passing to the Buyer, the Seller is entitled, without prejudice to any of its other rights or remedies under these terms and conditions (including the right to recover payment of the balance of the Price for the Goods), to recover all insurance proceeds payable in respect of the Goods. This applies whether or not the Price has become payable under these terms and conditions. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's right to recover the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

**7. Defects**  
 7.1 The Buyer shall inspect the Goods on delivery or installation and shall advise within (54) days of delivery or installation notify the Seller of any alleged defect, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods and installator within a reasonable time following delivery. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.

**8. Return Of Goods**  
 8.1 For defective Goods which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods provided that:  
 (a) the Buyer has complied with the provisions of clause 7.1;  
 (b) the Goods are returned within 30 Days of the delivery date;  
 (c) the Seller will not be liable for Goods which have not been stored or used in a proper manner;  
 (d) the Goods are returned in the condition in which they were delivered.  
 8.2 The Seller may (in its discretion) accept the Goods for credit under its "Money Back Guarantee Policy" subject to any such request being made by the Buyer within 30 days of the delivery date.

**9. Warranty**  
 9.1 Subject to the conditions of warranty set out in Clause 9.2 the Seller warrants that if any defect in any workmanship manufactured by the Seller becomes apparent and is reported to the Seller within twelve (12) months of the date of delivery, (date being of the essence) then the Seller will (at the Seller's sole discretion) repair the defect or replace the workmanship.  
 9.2 The conditions applicable to the warranty given by Clause 9.1 are:  
 (a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:  
 i) Failure on the part of the Buyer to properly install any Goods;  
 ii) Failure on the part of the Buyer to follow any instructions or guidelines provided by the Seller; or  
 iii) Any use of any Goods otherwise than for any application specified on a quote or order form; or  
 iv) The correct use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or  
 v) Fair wear and tear, any accident or act of God.  
 (b) The warranty shall cease and the Seller shall thereupon be in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Seller's consent.  
 (c) In respect of all claims the Seller shall not be liable to compensate the Buyer for any delay in either replacing or repairing the workmanship/Goods or in properly assessing the Buyer's claim.  
 9.3 For Goods not manufactured by the Seller the warranty shall be the contract warranty provided by the manufacturer of the Goods. The Seller shall not incur any liability whatsoever except for the express conditions as detailed and stipulated in the manufacturer's warranty.  
 10. The Commonwealth Trade Practices Act 1974 and Fair Trading Act  
 10.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth 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.

**11. Buyers Disclaimer**  
 11.1 The Buyer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Buyer acknowledges that he has the Goods relating solely upon his own skill and judgement.

**12. Default & Consequences Of Default**  
 12.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2% per calendar month and shall accrue at such a rate after an oral or written judgment.  
 12.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of EC Credit Control Pty Ltd's costs of collection.  
 12.3 Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under the clause.

**13. Title**  
 13.1 It is the intention of the Seller and agreed by the Buyer that property in the Goods shall not pass until:  
 (a) The Buyer has paid all amounts owing for the purchase Goods; and  
 (b) The Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment (and of other obligations) of the Buyer and met.  
 13.2 It is further agreed that:  
 (a) The Buyer shall not deal with the money of the Seller in any way which may be adverse to the Seller.  
 (b) Until such time as ownership of the Goods shall pass from the Seller to the Buyer the Seller may give notice in writing to the Buyer to return the Goods or any part of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.  
 (c) If the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into and premises covered, occupied or used by the Buyer, or any premises on the notice of the Buyer, where the Goods are situated and take possession of the Goods, without being responsible for any damage (financially caused).  
 (d) The Buyer shall not change the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller.  
 (e) The Seller may require payment of the Price or the balance of the Price due together with any other amounts due from the Buyer to the Seller arising out of these terms and conditions, and the Seller may take any lawful steps to require payment of the amount due and the Price.  
 (f) The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer.

**14. Security And Charge**  
 14.1 Notwithstanding anything to the contrary contained herein or any other rights which the Seller may have hereunder:  
 (a) Where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interests in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.  
 (b) Should the Seller elect to proceed in any manner in accordance with the clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.  
 (c) To give effect to the provisions of clause 14.1(a) and (b) inclusive hereto the Buyer and/or the Guarantor (if any) do hereby irrevocably authorize, constitute and appoint the Seller or the Seller's nominee, namely EC Credit Control Pty Limited as the Buyer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Seller and/or EC Credit Control Pty Limited shall think fit in their absolute discretion against the joint and/or several interest of the Buyer and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Buyer's and/or Guarantor's name as may be necessary to secure the said Buyer's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including including any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

**15. Confidentiality**  
 15.1 The Seller may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

**16. Privacy Act 1988**  
 16.1 The Buyer and/or the Guarantor agrees for the Seller to obtain from a credit reporting agency a credit report containing personal credit information about the Buyer and Guarantor in relation to credit provided by the Seller.  
 16.2 The Buyer and/or the Guarantor agrees that the Seller may exchange information about Buyer and Guarantor's with those credit providers named in the Application for Credit account or agreed in a consumer credit report issued by a reporting agency for the following purposes:  
 (a) To assess an application by Buyer;  
 (b) To notify other credit providers of a default by the Buyer;  
 (c) To exchange information with other credit providers as to the status of the credit account, when the Buyer is in default with other credit providers; and  
 (d) To assess the creditworthiness of Buyer and/or Guarantor.  
 16.3 The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18(1)(b) Privacy Act 1988).

**16.4** The Buyer agrees that Personal Data provided may be used and released by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:  
 (a) provision of Services & Goods;  
 (b) marketing of Services and/or Goods to the Buyer, its agents or distributors in relation to the Services and Goods;  
 (c) auditing, verifying and/or checking, the Buyer's credit, payment and/or status in relation to provision of Services/Goods;  
 (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Buyer; and  
 (e) enabling the daily operation of Buyer's account and the submission of amounts outstanding on the Buyer's account in relation to the Services and Goods.  
 16.5 The Seller may give information about the Buyer to a credit reporting agency for the following purposes:  
 (a) to obtain a consumer credit report about the Buyer; and/or  
 (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.

**17. Lien & Stoppage In Transit**  
 17.1 Where the Seller has not received or been tendered the whole of the Price, or the payment has been dishonoured, the Seller shall have:  
 (a) a lien on the Goods;  
 (b) a right to retain them for the Price while the Seller is in possession of them;  
 (c) a right of stopping the Goods in transit whether or not delivery has been made or ownership has passed; and  
 (d) a right of resale;  
 (e) the foregoing right of disposal.

**18. Unpaid Seller's rights to possession of Goods**  
 18.1 In the event that:  
 (a) the Seller retains possession or control of the Goods; and  
 (b) payment of the Price is due to the Seller; and  
 (c) the Seller has made demand in writing of the Buyer for payment of the Price in terms of this agreement; and  
 (d) the Seller has not received the Price of the Goods, then:  
 whether the property in the Goods has passed to the Buyer or has remained with the Seller, the Seller may dispose of the Goods and may claim from the Buyer the loss to the Seller on such disposal.

**19. Intellectual Property**  
 19.1 Where the Seller has designed or drawn Goods for the Buyer, then the copyright in those designs and drawings shall remain vested in the Seller, and shall only be used by the Buyer at the Seller's discretion.  
 19.2 Conversely, in such a situation, where the Buyer has supplied drawings, the Seller in its sole conditions may look for an indemnity the specifications and design of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Seller). Where any designs or specifications have been supplied by the Buyer for manufacture by or to the order of the Seller then the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.

**20. General**  
 20.1 If any provision of these terms and conditions shall be invalid, void or unenforceable the validity, enforceability, legality and enforceability of the remaining provisions shall not be affected, prohibited or impaired.  
 20.2 All Services/Goods supplied by the Seller are subject to the laws of New South Wales and the Seller takes no responsibility for changes in the law which affect the Services/Goods supplied.  
 20.3 The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.  
 20.4 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.  
 20.5 The Buyer shall not set off against the Price amounts due from the Seller.  
 20.6 The Seller may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.  
 20.7 The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the seller notifies the Buyer of such change.  
 20.8 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Services and/or Goods.

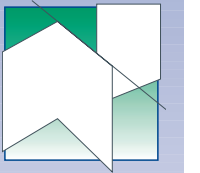


Gate solutions for your home have never been so stylish...  
or so affordable!



The Creator's Range  
of Automatic Gate Systems

Allows you to be the master designer, to create the automatic gate of your dreams at a price you won't believe.



Brought to you by  
**Australian Auto Gates**  
Pty Ltd

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5 Watson Road · Padstow NSW 2211  
Tel: (02) 9771 5100 Fax: (02) 9771 5911  
Email: sales@autogates.com.au www.autogates.com.au

BFT Europes preferred choice in Gate Automation Systems is exclusive to Australian Auto Gates.

**Luxury** – Imagine the convenience of opening and closing your gates out of the weather, from the comfort of your own car.

**Reliability & Safety** – All BFT Systems must pass through extremely tough testing so that they provide absolute guarantees against the risk of accidents to persons and things.

But it does not stop there, like any motor we recommend servicing it as your system gets older to ensure continued troublefree operation, that's why we warehouse spare parts and remote controls to support you and your system for many years to come.

**Security** – BFT Key Ring Remotes feature 'rolling code technology', this ensures your remote can never be duplicated by possible intruders, giving you total security always.

**Service** – BFT's association with Australian Auto Gates goes back more than 15 years, with qualified Australian Auto Gate Technicians carrying out your installation you are guaranteed a reliable system for years to come.



The **Creator's Range** has an extensive range of options available. The combination of styles allows for maximum flexibility and creativity. Choose between a combination of spears, rings, squares, scrolls and more. Simply follow the step by step guide to see how easy it is to allow your personal style to shine through. Customise the fencing style of your choice to achieve the finished result just the way you want it.

## Step 1

Determine your Choice of Gate

Options:

1. Single Swing Gate       3. Single Sliding Gate  
 2. Pair of Swing Gates       4. Pair of Sliding Gates

Please specify approximate sizes Gate: \_\_\_\_\_ (w) x \_\_\_\_\_ (h)

## Step 2

Pedestrian Gates & Fence Panels (if applicable)

Options:

1. Pedestrian Gates      Specify approximate sizes \_\_\_\_\_  
 2. Fence Panels      \_\_\_\_\_

## Step 3

Determine your Choice of Gate Top

Options:

1. Flat Top        4. Curved Down   
 2. Curved Up        5. Meet up in the Middle   
 3. Angle        6. Meet down in the Middle 

## Step 4

Determine your uprights

1. Round        2. Square 

## Step 5

Manufacturing Material

Options:

1. Steel       2. Aluminium

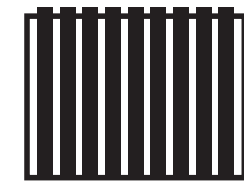
## Step 6

Determine your Choice of Gate Design

1. Flat Top       2. Rod Top       3. Double Rails I       4. Double Rails II       5. Double Rails III
6. The Wave       7. The Wave (double rail)       8. Crosses       9. Crosses (double rail)       10. Triangles       11. Triangles (double rail)
12. Rings       13. Rings (double rail)       14. Rings & Crosses       15. Rings & Crosses (double rail)       16. Loop Top       17. Loop & Spear (Refer to spear selection step 5)
18. Spear Top (Refer to spear selection step 5)       19. Spear Top Hi-Lo (Refer to spear selection step 5)       20. Terrace (Refer to spear selection step 5)       21. Scroll       22. Diamond

Please also check out our **Picket Range** and the **Steel Frame Ready for Cladding** – Option on the next page. Then make your choice of Gate.

Step 6 cont...



23. Picket Fence plus your choice of Picket Head

Options cont...

- 23a. Flat       23b. Half moon       23c. Plain       23d. Fancy



24. The Steel Frame Ready for Cladding – This is an ideal cost effective solution for the DIY home handyman, builder or landscaper. We will supply and install your Automated Gate System – without cladding the gate. The 'Steel Frame Gate' has been specifically designed for you to attach your choice of cladding/pickets once we have completed your installation.

My option number:

## Step 7

Determine your Choice of Spear Head

Complete this section only if you have chosen a spear diagram in Step 6

Options:

- D. Female       E. Female       F. Female       G. Female  
 J. Female Fleur de lis       K. Female Cardinal       L. Female Acorn       R. Female  
 T. Female Large       T. Female Small       U. Female

My option letter:

## Step 8

Determine your Choice of Motor

Options:

1. Deimos BT (Sliding gate operator system) – An ideal domestic sliding gate operating system. Small compact design with silent operation.
2. Phobos Single Swing (Swing gate system) – An ideal domestic swing gate system. Stylish slimline design and silent operation.
3. Virgo Double Swing (Swing gate system) – An ideal domestic swing gate system. Stylish design and silent operation.

## Step 9

Remote Controls



The number of Remote Controls I want is \_\_\_\_\_

The Creator's Range of Automatic Gate Systems

## my specifications & order form

Name:

Address:

Ph:  Fax:

Mobile:  Email:

**Australian Auto Gates Pty Ltd**  
 Specialists in Automatic Gates and Traffic Control Systems

5 Watson Road · Padstow NSW 2211  
 Tel: (02) 9771 5100  
 Fax: (02) 9771 5911  
 Email: sales@autogates.com.au  
 www.autogates.com.au  
 ABN 81 003 570 134

To proceed with your Custom Designed Automatic Gate System:

Simply fill out the order form, including your name and signature where listed

Attach 50% deposit

Post your order & deposit to:  
 PO Box 92, Lugarno NSW 2210 (ask your consultant for a Reply Paid envelope)

**Alternatively**

Fax your order to our office 02 9771 5911. We can provide you with our bank details so you can transfer your deposit on internet banking **OR** We accept credit card deposits over the phone (credit card merchant fee will apply)

### Step 1

My Choice of Gate

Option no.

### Step 2

My Choice of Pedestrian Gates & Fence Panels (if applicable)

Option nos.  and/or

### Step 3

My Choice of Gate Top

Option no.

### Step 4

My Choice of Uprights

Option no.

### Step 5

My Choice of Manufacturing Material

Option no.

### Step 6

My Choice of Gate Design

Option no.

### Step 7

My Choice of Spear Head (Step 7 only applies if a Spear design gate has been selected)

Option no.

### Step 8

My Choice of Motor

Option no.

### Step 9

Number of Remote Controls

No. of remotes

TOTAL COST

\$ \_\_\_\_\_ (incl GST)



I understand the above proposal and am aware that all work conducted by Australian Auto Gates is covered by a full Money Back Guarantee. Accordingly I accept the above proposal.

Name: \_\_\_\_\_

Signature