

Available  
Melbourne Wide

★ 30+ Years In  
The Industry

✓ Up To 7 Year  
Warranty\*



**WeatherWorld**



Heating & Cooling *Superstore!*



***"Rain or Shine, WeatherWorld keeps you feeling fine"***



**DANIEL EDWARDS**  
**UNIT 1/10-12 MCARTHUR ST**  
**BENTLEIGH 3204**  
**T: 0456482902 E: danieljohnedwards@hotmail.co.uk**

**#: WO21DJ3395**  
Date: 26/10/2021

Dear DANIEL,

### **Quote for your heating or cooling installation**

Thank you for choosing Weather World Heating and Cooling to quote on the supply and installation of your new heating/cooling unit.

Weather World has been servicing our valued customers all around Victoria since 1978.

We pride ourselves on offering exceptional service right from your initial contact until the end of our industry leading 6 year installation guarantee.

Our sales representatives are here to work along side you and offer the best climate control solution tailored to your home.

### **Description of Works**

- Supply and Install Wall Hung Split System(s)
- Price Includes Condenser Mounted On Wall Brackets
- Price Does Not Include Power Upgrade If Required
- Price Subject To Electrical Inspection
- 6 Year installation warranty backed by Plumbing Industry Board

After careful consideration we recommend the following units for your quote.

### **3X STAND ALONE SYSTEMS**

**1 x SAMSUNG GEO AR12TXHYBWKNSA-KIT - 3.5KW**

INSTALLED

*5 Year Standard Manufacturers Warranty*

**2 x SAMSUNG GEO AR09TXHYBWKNSA-KIT - 2.5KW**

INSTALLED

*5 Year Standard Manufacturers Warranty*

### **NOTES**

Finance: 24 Months Interest Free with Skye

<b>DEPOSIT</b>	\$0.00
<b>BALANCE</b>	\$6,738.00
<b>TOTAL PRICE (inc. GST)</b>	\$6,738.00

**Avg. weekly price \$49\***  
*\*Terms and conditions apply*

**Equipment to be Supplied by us:**

- Electrical Connection + Isolator

**Finance Available**

Talk to us about our interest free finance options. These are offered through <https://apply.flexicards.com.au/seller=WWDFN>

**How to Proceed**

To secure an installation date we require a 30% deposit to book in all jobs. You can pay your deposit using credit card, cash or EFT (details below).

**What Happens Next**

Once you have secured your installation date, Your sales representative will then work with a team of engineers and our operation team to ensure that you have some of the best and most qualified professionals in the industry planning your installation.

The day before your installation our friendly operations team will call you and let you know what time our installers will arrive.

Once installation is complete the remainder of the invoice is required to be paid.

**After Installation**

After the installation you are supported by some of the best warranties in the industry. We here at weather world like to go that extra step and have therefore employed a team to handle any issues that may arise.

For manufacturer warranty contact our friendly staff on the below number and they log your queries on your behalf so that you don't have to deal with additional companies and wait in long phone queues.

For installation queries our operations team can work together with your installer and make sure that only the highest standards are adhered to, and that any concerns you may have rectified in the quickest possible manner.

Warranty - 03 9549 6117

Operations - 03 9549 6184

If you have any questions please contact myself with the below details or the sales office on 1300 368 073.

**Direct Deposit Details**

ANZ BSB: 013-437 Account #: 84 16-61671 Account Name: Weather World

Please email the receipt to [info@weatherworld.com.au](mailto:info@weatherworld.com.au).

Please use your quote number as your reference.

Regards

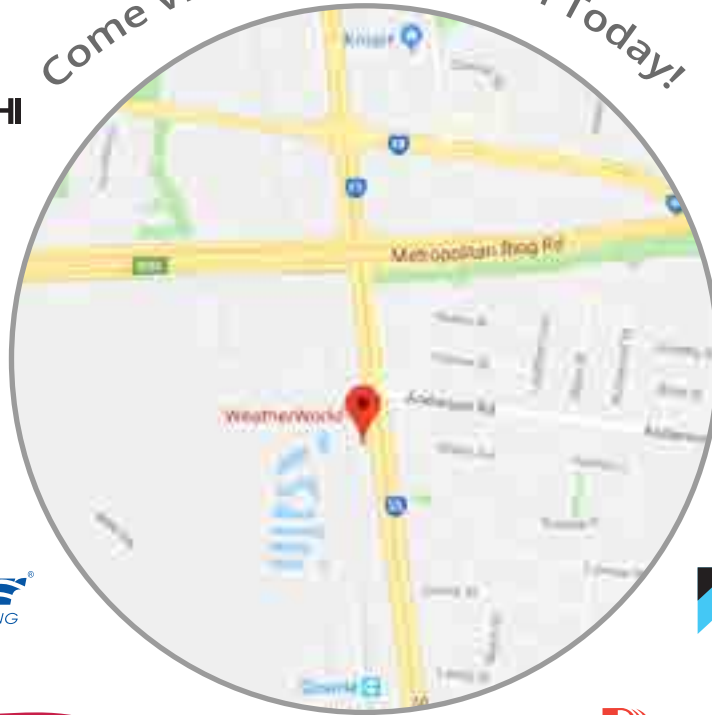
**Derek Jones**

**0431271849**

Derek.Jones@weatherworld.com.au

*“Rain or Shine, WeatherWorld  
keeps you feeling fine”*

Come Visit Our Showroom Today!



1300 368 073

1359 Sydney Rd, Fawkner VIC 3060  
[www.weatherworld.com.au](http://www.weatherworld.com.au)

## TERMS AND CONDITIONS OF SALE

To the fullest extent legally possible, all dealings between WEATHERWORLD HEATING & Cooling PTY LTD ACN 153 196 546 (and each of its subsidiaries, divisions, affiliates, associates and related body corporates) ("WW") and any Customers relating to any Goods or services are subject to the following Terms and Conditions unless otherwise agreed in writing.

### IN THIS DOCUMENT:

- (a) "Amount Payable" means, at any time, all amounts payable by the Customer to WW at that time (whether or not those amounts have become due for payment under the Terms and Conditions) in connection with the Goods or the Contract (including, without limitation, any invoiced amount, interest, indemnity sums, costs or expenses);
- (b) "Contract" means the Terms and Conditions and, for an Order, the relevant Order Acknowledgment;
- (c) "Customer" means the customer specified in an application for commercial credit (or if there is no application, the person placing the Order, or on whose behalf the Order is placed, with WW);
- (d) "Guarantor" means persons named as Guarantor under the application for commercial credit;
- (e) "PPSA" means Personal Property Securities Act 2009 (Cth);
- (f) the terms "financing statement", "proceeds", "purchase money security interest", "security agreement", "security interest" and "verification statement" have the respective meanings given to them under, or in the context of, the PPSA;
- (g) unless otherwise stated, an expression used or defined in the Corporations Act 2001 (Cth) has the same meaning in the Terms and Conditions;
- (h) words indicating the singular include the plural and vice versa.

## 1. ORDERS, ACCEPTANCE AND TERMS AND CONDITION

- (a) An order or an offer to purchase of Goods must be made by the Customer in writing ("Order") and will be deemed accepted when the Customer receives an acknowledgement of the Order from WW or the delivery of the relevant Goods, whichever first occurs ("Order Acknowledgement"). In submitting an Order to WW constitutes deemed acceptance of these Terms and Conditions by the Customer.
- (b) In submitting the Order, the Customer hereby represents and warrants that it is (and will continue to be at all times while the Terms and Conditions are applicable) solvent and able to pay all of its debts as and when they fall due and payable.
- (c) WW may in its absolute discretion request that a deposit is paid as part payment of the Order on such terms and in such amounts as it deems reasonable.
- (d) The Terms and Conditions shall continue to apply unless otherwise agreed in writing or unless the commercial relationship between the parties is validly terminated indefinitely.
- (e) The Customer must supply full and complete technical specifications, drawings, designs and any other information relevant to their purchase, in conjunction with the Order. The Customer acknowledges that WW may rely on such information in supplying the Customer the Goods and will further indemnify WW in respect of its reliance on such information.
- (f) In the event an Order is cancelled by the Customer, the Customer must pay all reasonable costs incurred by WW in processing the Order prior to cancellation.

## 2. QUOTATIONS

- (a) All Quotations must be made to the Customer in writing and will expire in 28 days from the date of the Quotation. Quotations will not be construed as an obligation to sell but merely an invitation to treat and no contractual relationship will arise until there is an Order Acknowledgement of the Customer's Order.
- (b) WW is at liberty to amend, vary or withdraw a Quotation by written notice to the Customer, regardless of whether an Order has already been placed, at any time and for any reason it sees fit including where WW believes that there has been material changes in the Customer's business or circumstances under which the Quotation was first offered.
- (c) To secure a Quotation pending placement of an Order, the Customer may be required to pay a deposit and any reasonable costs incurred by WW in holding the Goods with respect to the Quotation. However, payment of the deposit is not deemed acceptance of the Quotation.
- (d) Unless otherwise made known to the public, all Quotations are strictly confidential and the Customer must not disclose the details of the Quotations to a third party, without prior written consent from WW.

## 3. PURCHASE PRICE

- (a) Unless where a Quotation has been accepted providing a specified purchase price, the purchase price for Goods supplied and charge rate for services rendered will be at WW's list price ruling as at the nominated date of delivery.
- (b) All prices are expressed net of any applicable goods and services tax, value added tax, freight charges and customs duty that shall be added to the amount to be paid by the Customer unless otherwise agreed.
- (c) Prices are subject to change without notice and are not binding on WW. Upon alteration of the price, the Customer may cancel any Order (or part thereof) at the new price within 5 days of WW providing notice of the change of price.

## 4. PAYMENT

- (a) For so long as WW has agreed to provide credit to the Customer under the Terms and Conditions and provided that such credit has not been otherwise withdrawn, refused or suspended, payment for the Goods must be made in full (without any set-off, deduction or reduction) and be received by WW within 30 calendar days from the date of the Sales Invoice.
- (b) Where any part of the Sales Invoice is in dispute, the balance will remain payable and must be paid when due.
- (c) Upon payment WW may apply such payment to any Amounts Payable in such a manner or priority as WW deems reasonable and further WW reserves its right to set off any amount due and payable by WW to the Customer against any amount due and payable by the Customer to WW.
- (d) Any failure to make due and punctual payment of the Sales Invoice will be deemed a material default and which entitles WW to terminate any Contract or suspend any further supply of deliveries.

## 5. INTEREST

Interest is payable on any Amount Payable not paid on or before the due date at a rate of 3% p.a. above the rate prescribed under the Penalty Interest Rates Act 1983 (Vic), calculated daily and payable on demand, plus an additional monthly administration fee of \$25 per month.

## 6. CREDIT

- (a) Any agreement by WW to grant the Customer credit upon the Terms and Conditions has been or will be made on the basis of a credit application and such other documents and information as may be required by WW and are provided to its reasonable satisfaction.
- (b) If WW exercises its powers to withdraw, refuse or suspend credit under clauses 6(c) or 14(b) or otherwise under the Terms and Conditions, WW will only supply Goods to the Customer on the basis of cash in advance.
- (c) The granting of credit does not oblige WW to extend any particular amount of credit to the Customer and WW may withdraw, refuse, suspend or limit credit to the Customer at any time, in its absolute discretion, without notice or providing any reason.
- (d) The Customer must notify WW in writing if there is any change in the shareholding or ownership of the Customer or any material change in the Customer's financial position.

## 7. DELIVERY

- (a) If requested by the Customer, and agreed by WW, WW will arrange delivery of the Goods to an address specified by the Customer, at the Customer's sole cost and expense.
- (b) In such cases, the Customer (or a representative of the Customer) must be present at the agreed place and time for delivery and must sign the delivery docket as acknowledgement that the Goods (and the quantities so described therein) have been delivered and comply with the Order.
- (c) WW's responsibility for delivery shall cease at the delivery address at which point the risk in the Goods will pass to the Customer. Either a certificate purporting delivery was effected signed by a representative of WW or a signed delivery docket (or both) will be deemed conclusive evidence of delivery.
- (d) If a Customer arranges for its own delivery, then the risk will pass when the Goods are loaded onto the Customer's nominated delivery vehicle and the Customer acknowledges that it will be solely responsible to arrange insurance in respect of the Goods.
- (e) WW shall not be liable for: (i) any failure to deliver or delay in delivery for any reason; or (ii) any damage or loss due to unloading or unpacking; or (iii) damage or injury to person or property caused upon entering premises to deliver the Goods. Any costs incurred by WW due to a failure by the Customer to accept the Goods at the time of delivery will be reimbursed by the Customer to WW.
- (f) WW may deliver in instalments where all such instalments will be separately invoiced and must be paid without regard to the delivery of the subsequent instalments. A partial delivery of an Order will not invalidate the balance of the Order.
- (g) WW will use all reasonable endeavours to meet agreed delivery dates (which may be varied by mutual agreement between the parties in writing), however WW will not be liable to the Customer for any direct, indirect or consequential loss or damage should it be delayed or prevented from delivering Goods or supplying services due to any circumstances beyond WW's control. Time is not of the essence in relation to delivery.
- (h) Subject to clause 7(f), where the date of delivery is postponed, the Goods in respect of the Order will be stored at the Customer's risk and WW reserves its right to impose a weekly storage charge plus a loading charge of 10% of the total Contract price.
- (i) Where the date of delivery is postponed for more than 2 months, WW may (i) increase any fixed contract prices to reflect WW's current list price; (ii) deem delivery is frustrated and sell any such Goods still in its possession; or (iii) seek damages for any loss incurred by WW as a result of the deferment in the delivery date.

## 8. TITLE AND RELATED MATTERS

- (a) The legal and equitable ownership and title to the Goods shall not pass to the Customer until WW receives full payment for the Goods from the Customer. Risk in the Goods passes to the Customer upon delivery or upon title in the Goods passing to the Customer (whichever is earlier).
- (b) Until full payment has been received, the Customer acknowledges that it holds the Goods as bailee for WW and a fiduciary relationship between the Customer and WW exists.
- (c) Subject to clause 8(d), the Customer must: (i) keep the Goods separate and in good condition as a fiduciary of WW, clearly showing WW's ownership of the Goods; (ii) keep accurate books and record recording WW's ownership of the goods and the Customer's sale or permitted disposal of the Goods; and (iii) if required by WW, deliver the Goods up to WW.
- (d) The Customer may sell the Goods, install or affix the Goods to other goods or property ("Accession") or otherwise dispose of the Goods in the ordinary course of its normal business, provided that the Customer holds the proceeds of sale on trust for WW to the extent of the Amount Payable. The Customer must hold such proceeds separate on trust for WW and not mix those proceeds with any other monies.
- (e) The Customer grants to WW a security interest in the Goods to secure payment of the Amount Payable, where the security interest extends to and continues in all proceeds and/or Accessions; and is a purchase money security interest to the extent that it secures payment of that part of the Amount Payable being the aggregate unpaid purchase price of the Goods supplied to the Customer.
- (f) The Customer must not do or permit anything to be done that may result in the purchase money security interest granted to WW ranking in priority behind any other security interest.
- (g) The Customer: (i) waives the right under section 157 of the PPSA to receive a copy of the verification statement verifying registration of a financing statement or a financing change statement relating to a security interest created under the Contract; and (ii) contracts out of its rights to receive any other notice or statement under any other provision of the PPSA (including for the avoidance of doubt, any of the provisions specified in paragraph (b)).
- (h) To the fullest extent permitted by the PPSA, the parties agree to contract out of sections 95, 117, 118, 120, 121(4), 125, the second sentence of section 126(2), sections 129(2), 129(3), 130, 132(3)(d), 132(4), 135, 142 and 143, which sections (or parts of sections) shall not apply.
- (i) This clause 8 applies notwithstanding any arrangement under which WW provides credit to the Customer.

## 9. GUARANTEE

- (a) In consideration for the supply of the Goods to the Customer and at the request of WW, the Customer agrees to appoint: (i) where a company, the Customer's duly appointed directors, whether past, present or future; or (ii) where an individual sole trader, the Customer acting in his personal capacity, as Guarantors under these Terms and Conditions.
- (b) The Guarantor, and where more than one, jointly and severally, unconditionally and irrevocably guarantees: (i) the punctual payment of the Amounts Payable (including interest and damages), in connection with the supply of Goods to the Customer or any transaction contemplated by the Terms and Conditions, whether present or future, actual or contingent or incurred alone, jointly and/or severally, and without regard to the capacity in which the Customer is liable ("Guaranteed Moneys"); and (ii) the due observance and performance by the Customer of all its duties and obligations contained or implied in the Terms and Conditions ("Guaranteed Obligations").
- (c) In the event the Customer fails to make due and punctual payment or performance of the Guaranteed Moneys or Guaranteed Obligations (respectively), WW demand (in writing) that the Guarantor carries out the relevant obligation in lieu of the Customer. The Guarantor must comply with such written demand immediately, failing which WW may enforce its rights and remedies, personally against the Guarantor, regardless of whether it may have recourse against the Customer.
- (d) Without prejudice to any other rights or remedies available to WW, the Guarantor grants security for its duties and obligations under this clause 9 by way of charge pursuant to clause 10.
- (e) In undersigning the Terms and Conditions, the Guarantor acknowledges that: (i) WW is providing supply to the Customer in reliance on this guarantee; (ii) the Guarantor expects to derive a direct or indirect commercial benefit from providing this guarantee; (iii) it has sought, or had the opportunity to seek, independent legal advice with respect to the nature and extent of its duties and obligations as Guarantor under these Terms and Conditions; and (iv) it provides this guarantee free from any influence, duress or undue pressure from any other third parties.
- (f) The guarantee contained under this clause 9 is continuing and will survive any rightful termination of these Terms and Conditions or associated Contract.

## 10. SECURITY

- (a) The Customer acknowledges that the Terms and Conditions constitute a security agreement and that WW may register a financing statement in respect of the security interests provided herein.
- (b) Without prejudice to any other provision contained herein, the Customer and the Guarantor grants by way of charge in favour of WW all of its interest in the Customer's and Guarantor's present and after acquired real property to secure the performance of the Customer's obligations under the Contract, including payment of the Amount Payable.
- (c) The Customer and/or Guarantor acknowledges that WW have: (i) a caveatable interest in any real property of the Guarantor and hereby provides its consent for WW to lodge a caveat over that property. Upon demand by WW, the Guarantor agrees to immediately execute a mortgage on terms satisfactory to WW to more particularly describe the security interest conferred by this clause; (ii) a registrable security interest (as defined under the Personal Property Securities Act 2009 (Cth)) in all present and after-acquired personal property of the Guarantor and hereby consents for WW to register a security interest over that property.
- (d) Upon demand, the Customer and/or Guarantor agrees to immediately execute a mortgage on terms satisfactory to WW to more particularly describe the security interest conferred by this clause 10. Should the Customer and/or Guarantor fail within a reasonable time of such demand to execute that mortgage, then the Customer and/or Guarantor irrevocably appoints WW as its attorney with authority to do on its behalf any thing that it may lawfully authorise an attorney to do including, without limitation, to make, sign, execute, seal and deliver any document and to take possession of, use, sell or otherwise dispose of any real property of the Customer, to the extent of the Amount Payable.

## 11. INSTALLATION

- (a) WW's Sale Invoice is made on a supply only basis. Installation and commissioning (if any) is at the expense of the Customer unless otherwise specified in writing by WW.
- (b) Locating unit and registers (outlets): If the customer is not home at the time of installation WW will make its best efforts to install the unit and registers (outlets) in the most practical and appropriate position available. This will take into account limiting structural factors that may lead to the installers deviating from the original plan.

## 12. DIMENSIONS, PERFORMANCE DATA AND PRODUCT DESCRIPTIONS

- (a) Any and all photographs, drawings, illustrations, specifications and any other particulars accompanying associated or given with a Quotation or Order ("Product Specifications"), is for illustrative purposes only and may be subject to alteration without notice.
- (b) If the Customer receives any confidential information from WW, including but not limited to the Quotations or the Product Specification, the Customer may not use or disclose such information unless it receives the prior written consent of WW, such information enters the public domain (other than as a result of a breach of this clause) or the use or disclosure is required by law. Upon termination of the WW's relationship with the Customer, all confidential information must be returned to WW (or erased where applicable) on demand.

## 13. CLAIMS AND RETURNS

- (a) All complaints, requests for return of goods, claims, or notification of lost, incomplete, damaged, defective or non-compliant goods must be submitted by the Customer to WW in writing within 5 days of the date of delivery of the Goods. Otherwise, the Customer shall be deemed to have accepted the Goods and shall not refuse to pay for the Goods on the basis that they were lost, incomplete, damaged, defective or do not comply with the Customer's Order.
- (b) While WW will use all reasonable endeavors to deliver goods as specified in the Order, Customer acknowledges and agrees that it is the Customer's sole responsibility to ensure that goods delivered align with the Order. WW is not liable to Customer or any end user for any goods purchased and or subsequently installed that are different to that specified in original Order.
- (c) WW will not accept the return of goods unless the following conditions are satisfied: (i) WW's written approval has first been obtained; (ii) the goods are returned within 7 days of the issue of WW's approval; (iii) a copy of the relevant invoice is enclosed with the returned goods; (iv) the goods are returned in merchantable quality (as determined solely by WW) with the original packaging and without damage or marks to the original packaging; (v) the Customer pays shipping costs for the return of goods to a warehouse or other premises nominated by WW; and (vi) the Customer pays to WW a handling charge equal to 15% of the Purchase Price paid for the Goods.
- (d) Unauthorised returns will not be accepted. The Customer will be responsible for all damage incurred during return shipment.
- (e) The Customer shall not deduct the amount or any anticipated credit from any payment due to WW.

## 14. DEFAULT

- (a) A party will be in Default if: (i) it breaches a term of the Contract and such breach is not remedied within 14 days of receiving notice from the other party requiring it to do so, unless such breach arises out of the supply of defective Goods, in which case WW shall remedy the breach within such time as is reasonable in the circumstances; (ii) it becomes an externally-administered body corporate or has an application for winding up filed against it, or alternatively, it commits an act of bankruptcy or becomes an insolvent under administration; (iii) in the case of the Customer, payment for the Goods has not been received by the due date of payment; (iv) in the case of the Customer, any representation or warranty made by it in or in connection with the Contract, or any information provided by it to WW in or in connection with the Quotation, Order or Contract, is incorrect, misleading or deceptive (whether by omission or otherwise) in any material respect; or (v) in the case of the Customer, WW forms the opinion in its absolute discretion that the Customer's creditworthiness or credit standing alters from that indicated at the time of making the Order.
- (b) If a party Defaults, the other party may: (i) treat an Order Acknowledgement or the whole of the Contract as repudiated and sue for breach of contract; and/or (ii) being WW, charge Interest pursuant to clause 5 on any unpaid and outstanding Amounts Payable; (iii) being WW, refuse to supply any Goods to the Customer on credit or at all; (iv) being WW, claim the return of any Goods in the Customer's possession where title has not passed to the Customer or exercise any other right or remedy available to it under the Contract, the PPSA or any other applicable law, including to enforce the security interests created by the Contract; (v) being WW, by notice to the Customer declare all monies owing by the Customer to WW on any account immediately due and payable (including the Amount Payable); (vi) enter (at any time) any premises in which WW's goods are stored, to enable WW to reclaim possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Customer or any Receiver Manager or Administrator appointed over all or any part of its assets. For the avoidance of doubt, title in the goods immediately re-vest in WW upon WW asserting its right of entry under this clause 14(b)(vi); (vii) institute any recovery process as WW in its discretion decides, at the Customer's cost and expense (full indemnity basis).
- (c) The rights, powers and remedies available to WW under these Terms and Conditions are in addition to and are not in derogation to WW's powers, rights and remedies existing at common law, or given by any law at any time in force (including but not limited to the Building and Construction Industry Security of Payment Act 2002 (Vic)).
- (d) The Customer hereby irrevocably appoints all and any of WW's officers, company secretary, accounts manager or legal personal representative engaged by WW as WW's lawful attorney for the purposes of doing all such acts and things and executing all such documents necessary to enable WW to do any or all of the above things contained in this clause.

## 15. ALTERATION TO TERMS AND CONDITIONS

WW may amend or vary these terms and conditions at any time by written notice to the Customer's place of business or by posting an amended copy on WW's website [www.weatherworld.com.au](http://www.weatherworld.com.au) and that the Customer will be bound by any such amendments.

## 16. WARRANTIES AS TO SUPPLY

- (a) WW reserves the right to suspend or discontinue supply of Goods to the Customer at any time for any reason without liability or penalty.
- (b) WW has continuing discretion to allocate available stock and gives no warranty as to certainty of supply.

## 17. REPRESENTATIONS AND FITNESS FOR PURPOSE

- (a) Except as expressly provided to the contrary in the Contract, all representations, warranties, guarantees and implied terms or conditions in relation to the Goods (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law.
- (b) The Customer agrees that if it is aware (or should be aware) that the Goods, the subject of an Order, are for a particular purpose (including, but not limited to, use as a component part of another product) or are required to possess special or uniform characteristics, the Customer will clearly specify that purpose or those characteristics in any such Order.
- (c) The Customer agrees that, unless expressly agreed by WW in writing, it has made its own enquiries in relation to the suitability of the Goods and does not rely on representations by WW in relation to their suitability for a particular purpose or any steps which may need to be taken in relation to their use.

## 18. LIMITATION OF LIABILITY

- (a) WW's liability to the Customer (and any party claiming through the Customer against WW) for any claim for loss or damages (including legal expenses) made in connection with the Contract (including the supply of Goods described in the Contract) whether in contract, tort (including negligence), under statute, in equity or otherwise shall be strictly limited as follows (except to the extent that the law prohibits such a limitation): (i) for any liability arising from Goods not meeting the specification or which are said to be otherwise defective or deficient, WW's liability is limited to the cost of replacement of those Goods as soon as reasonably practicable, or the repair of those Goods or the repayment (or allowance) of the invoice price of those Goods (at the option of WW); (ii) for any liability arising from the services forming part of the Goods not meeting the scope or which are said to be otherwise defective or deficient, WW's liability is limited to the provision of the services again or payment of the cost of having the relevant services provided (at the option of WW); (iii) for any other liability, WW's liability for any loss or damage arising from or caused in any way by WW, the Goods it supplies or the Contract is excluded (to the maximum extent permitted by law).
- (b) WW shall not be liable, to the maximum extent permitted by law, for any indirect, special or consequential loss or damage or injury of any nature whether in contract, tort or otherwise whatsoever resulting from or caused in any way by the Goods it supplies, even if due to the negligence of WW or any of its employees or agents. Here, "indirect, special or consequential loss or damage" includes: (A) any loss of income, profit, production, contract, customers, business opportunity or business; (B) any loss of goodwill or reputation; (C) any loss of value of intellectual property; (D) any loss or damage resulting from the loss or damage to goods other than the Goods.
- (c) Despite any other provision of the Contract, WW is not liable, to the maximum extent permitted by law, for: (i) the cost of removal of Goods not meeting the specification or which are said to be otherwise defective or deficient, whether installed or otherwise; (ii) the cost of installation of replacements for Goods not meeting the specification or which are said to be otherwise defective or deficient; and (iii) defects or deficiencies in Goods caused by improper storage, installation or maintenance of Goods or normal wear and tear damage.

## 19. MANUFACTURER'S WARRANTY

- (a) The Customer agrees that WW is not the manufacturer of any Goods and WW shall not be liable to any party as a manufacturer.
- (b) Goods are sold subject to any manufacturer's trading terms and conditions and are covered (if at all) by any manufacturer's warranty applicable thereto. All warranty claims are to be made by the Customer directly to the manufacturer.
- (c) If WW is deemed to be a manufacturer of any Goods in any circumstances, the Customer will fully indemnify WW against any liability loss or cost associated with or arising as a result of such deeming.

## 20. FORCE MAJEURE

WW is not liable for failure to perform its obligations under the Contract to the extent and for so long as its performance is prevented or delayed without substantial fault or negligence by WW because of circumstances outside WW's control or failure of a supplier to WW, provided that WW gives notice to the Customer of the delay and uses reasonable efforts to remedy the cause of the delay quickly.

## 21. ENTIRE AGREEMENT

- (a) The Contract constitutes the entire agreement between WW and the Customer with respect to any Order. All prior negotiations, proposals, previous dealings, correspondence, trade customs and/or trade usage are superseded by and will not affect the interpretation of the Contract.
- (b) In the event of supply, the Customer refers to or submit or otherwise uses terms and conditions other than the Terms and Conditions, these terms and conditions will not form part of or be incorporated into the Order or Contract, unless otherwise expressly accepted.

## 22. COSTS AND EXPENSES

The Customer must pay WW all costs and expenses incurred by WW in connection with the Contract including legal expenses (on a full indemnity basis), stamp duty (including fines and penalties) and costs incurred or payable by WW in connection with registering, maintaining or releasing any security interest, charge, mortgage or caveat in connection with the Contract, or the recovery of the Amount Payable or in otherwise enforcing WW's rights against the Customer under the Contract. The costs of registering any PPSA financing statement will be paid by the Customer and may be invoiced or debited against the Customer's credit account.

## 23. ASSIGNMENT OR SUB-CONTRACTING

- (a) WW may assign or sub-contract its rights or novate its rights and obligations under the Contract (in whole or in part) to any person without the consent of the Customer.
- (b) The Customer must not assign or otherwise transfer its rights under the Contract without prior notice to and consent from WW.

## 24. GOVERNING LAW

- (a) The Contract is governed by, and the Customer submits to the law of the State of Victoria, Australia. The courts of that State have non-exclusive jurisdiction in connection with the Contract.
- (b) The Sale of Goods (Vienna Convention) Act 1987 (Vic) (and any similar legislation relating to the Vienna Convention in other States or Territories) does not apply to the Contract.

## 26. NOTICES

Notices must be in writing and by mail, email or facsimile transmission. The Customer must promptly notify WW in writing of any change to its registered address or other contact details provided to WW.

## 27. DISCRETION

Any and all discretions to be made in respect of these Terms and Condition must be made by such parties acting reasonably in view of the prevailing circumstances at the time.

## 28. TIME

Unless otherwise expressed, time is of the essence in relation to the performance of the duties and obligations contained in the Terms and Conditions.

## 29. SEVERANCE

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of the remaining provisions.

## 30. ASSURANCES

These Terms and Conditions bind the Customer, the Guarantors and their respective successors and assigns