

## Summary of Terms and Conditions



### Summary of Conditions of Sale

By ordering goods from Wyze Pty Ltd (ACN 168 686 093) ("Wyze"), you ("Customer") agree to the Conditions of Sale as attached to your Account and Credit Application. Below is a summary of the terms of the Conditions of Sale. Should there be a discrepancy between the terms in this summary and the terms in the Conditions of Sale, then the terms in the Conditions of Sale will apply.

#### GENERAL

- a. A Customer's order for goods will be deemed as accepted by Wyze:
  - i. when a Wyze invoice is created; and/or
  - ii. a delivery is made to a Customer.
- b. A Customer accepting delivery of goods (whether in whole or part) described on a Wyze invoice acknowledges acceptance of Wyze Conditions of Sale.
- c. Wyze reserves the right not to supply any Customer Order.
- d. A Customer can nominate if they wish to receive or cancel Back Orders.

#### ACCOUNT & TRADING TERMS

Payment of outstanding invoices must be no later than 30 days from the end of the month in which the goods were invoiced. Wyze will issue a Customer Account statement monthly.

#### SPECIAL ORDERS & RETURN POLICY

- a. Special Order product cannot be returned except where permitted under Australian Consumer Law.
- b. All other Claims for Return/Credit are to be made in writing within 14 Days of receipt of the goods.
- c. Approved returns will be subject to a 15% re-stocking fee except where the product is returned due to any failure to comply with a consumer guarantee under Australian Consumer Law or as a result of the product being faulty, damaged or unfit for purpose.
- d. Chemical Product and other product with Use-by Dates will not be accepted as a return for credit except where permitted under Australian Consumer Law.

#### DEFAULT

If Wyze has any reasonable grounds to believe that the Customer may not be able to make due and punctual payment:

- a. the Customer's account will be placed on credit hold until outstanding monies are paid; and
- b. in respect of goods already delivered, Wyze reserves the right for one of its representatives to enter onto the Customer's premises to recover or collect the goods.

#### GST

All prices quoted are excluding GST.

#### PRICING

- a. Customer pricing is based on the Wyze List price less Customer Discount percentage.
- b. The Wyze List Price and Customer Discounts are subject to change without notice.
- c. Please Contact your Wyze Sales Representative for your price list.

#### DELIVERY, SHIPPING & HANDLING CHARGE

- a. Melbourne & Metropolitan, Interstate Capitals FIS – minimum order value is \$250.
- b. All Country Areas – By Negotiation and subject to Order Value.
- c. Orders below FIS Minimum Order Value – Freight Charge will be as per Wyze Freight Rate Table or as quoted.
- d. Goods will be delivered or deemed to be delivered when they are delivered to the delivery place nominated.

#### PERSONAL PROPERTY SECURITIES ACT

The Customer agrees that these terms and conditions create a PMSI in the goods (and their proceeds) supplied presently and in the future by Wyze to the Customer under the Commonwealth Personal Property Securities Act 2009.

#### PROPERTY & RISK

The goods shall be at the sole risk of the Customer as soon as they are delivered or deemed to be delivered.

Property in and title to the goods will not pass to the Customer until those goods and all other amounts owed to Wyze by the Customer have been paid in full and until then Wyze may require the Customer to return the goods to it on demand and may enter upon the premises of the Customer to inspect or repossess the goods.