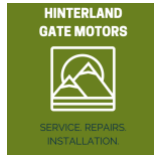


Hinterland Gate Motors Terms & Conditions

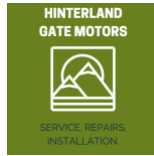
Seller means Hinterland Gate Motors.

Customer means the person/entity that orders/purchases goods and/or services from Hinterland Gate Motors.

1. Acceptance of offer remains available for 30 days from the date stated on the quotation. An acceptance received by the Seller after a period of 30 days from the said date is subject to the right of the Seller to alter the terms offered, including a revision of the quotation price.
2. Your obligation is to ensure the Seller has clear unencumbered access to the site at the times agreed or as reasonably required by us. Any quotation for installation work is based on information supplied by you and should take care the Seller is fully aware of the conditions we can expect on site. The Seller will be entitled to a reasonable additional price in respect of any extra costs incurred by us as a result of your
 - a) Variation or suspension of the work
 - b) Failing to supply accurate or complete information about the site
 - c) Lack of instructions
 - d) Failure to prepare the site or provide access to the site at reasonable times
3. Payment in full must be made by the Customer on completion of installation of the goods by the Seller. Retention of any monies owing to the Seller or alternative condition of payment will not be recognised unless specifically stated in writing by the Seller. Interest will be charged on overdue accounts at the rate prescribed by the Penalty Interest Rates Act 1983 (Qld) plus 2%. Ownership of goods supplied remains with the Seller until payment is received in full. The Seller reserves the right to take possession & dispose of goods as it sees fit at any time until full payment and the Customer grants permission to the Seller to enter any property where any goods are in order to do so and with such force as necessary. The Customer agrees that a certificate purporting to be signed by an officer of the Seller identifying goods as unpaid for shall be conclusive evidence that goods have not been paid for and of the Seller's title to those goods.
4. The Customer shall pay all costs and expenses (including legal costs on an indemnity basis) incurred by the Seller and/or its agents in respect of the Customer whether relating to any debt, possession of Products and/or otherwise.
5. The Customer is responsible for the compliance with property boundaries.
6. Outdoor installations will be subject to climatic conditions.



7. Safe supply of electricity – Where required you are responsible for the provision of a safe supply of electricity to adjacent points prior to any installation work we carry out on automatic gates.
8. All reasonable care will be taken by the Seller during the installation of the goods purchased but no liability shall attach to the Seller for any damage occasioned by any means whatsoever to electrical wiring, plumbing, or any surfaces.
9. Warranty. The products provided/installed by the Seller shall be covered by the warranty or warranties as specified in writing by the product manufacturer. The Seller shall not be held liable for these warranties or any claims made on products not manufactured by the Seller. Any products manufactured by the Seller shall be covered for a period of 12 calendar months from the date of installation, except when such fault or failure is due to or contributed to by vermin, fire, tempest, acts of God or any intentional, reckless or negligent acts or omissions on the part of the Customer or of any person using or interfering with the said goods or equipment in any manner whatsoever and whether with or without the consent of the Customer. Pursuant to this warranty, the Seller agrees to replace or repair for the said period of 12 calendar months from the date of installation all or any parts of the specified goods or associated equipment which may be found to be defective through fault or failure provided that it shall be at the absolute discretion of the Seller as to whether all or any of the parts should be replaced or whether they should be repaired. Service or repair to goods deemed under warranty will only be carried out between 8:30am and 5:30pm Monday to Friday (excluding public holidays). Any service/repair work required outside the above hours will incur a charge relevant to our callout rate. This agreement does not operate to detract from any remedy or warranty provided by the Sale of Goods Act (Qld), Fair Trading Act (Qld) or The Competition and Consumer Act 2010.
10. Order Variations & Cancellations. Alterations made by the Customer will not be accepted on completed orders, or those within the production process. Deferred orders may incur a warehousing fee determined by the Seller. Any variations to orders must be in writing and posted, faxed or emailed to the Seller by the Customer within the appropriate time frame to effect such variations.
11. Insurance. The Seller is under no obligation to insure the goods after they have left its place of Seller, after which the goods will be at the Customer's risk.
12. Returns. It is the responsibility of the Customer to satisfy himself/herself that the goods supplied are of the quality, description and character ordered. Notification of claims must be received in writing from the Customer within



seven (7) days from delivery and must contain the product description, invoice number and any relevant details to substantiate the claim. The Seller will not accept returned goods unless such return is authorised by the Seller.

13. The Seller highly recommends that Photoelectric Safety beams are fitted to installations to prevent premature closing of the gate/door.
14. Product Specification. The Seller reserves the right to discontinue and to modify designs and change specifications of any product included in its price list.
15. No Terms and Conditions sought to be imposed by the Customer upon the Seller shall apply.
16. The Customer agrees that it shall be deemed to have notice of any change to these Terms immediately any change is adopted by the Seller and whether or not the Customer has actual notice thereof. The Customer shall be bound by any terms and conditions of trade which may be adopted by the Seller immediately they are so adopted and notwithstanding any other purported or pre-existing terms and conditions which might otherwise have applied.
17. The Customer agrees that during and on completion of work any photographs taken for the use of advertising on the Hinterland Gate Motors website and social media is allowed.

Disclaimer: Subject to specific warranties as set out by the Seller and in conjunction with these Terms and Conditions of trade, the Seller shall neither be subject to nor incur, and the Customer releases that Seller from, any claim or liability (including consequential loss or damage, loss of use or profit) by reason of delay, defective or faulty components or materials or workmanship, negligence or any act, matter or thing done, admitted or omitted by the Seller or the unsuitability of the product for the Customer's purpose and the Customer acknowledges that he did not rely on the skill or judgement of the Seller in selecting and ordering the product for the purpose for which the same was required by the Customer.