

# **TERMS OF TRADE**

## **Custom Made Garage Doors Ltd (CMGDL)**

The following terms of trade apply:

### **1. PAYMENT TERMS**

A 50% Deposit is required when confirming your order and or accepting a quote. The remaining balance is due 7 days from the date of our invoice.

**If you are an account holder, payment is due by the 20th of the following month.**

### **2. INTEREST AND LEGAL EXPENSES**

If you fail to make a payment by the due date you shall be liable to pay us:

- (a) Default interest on the amount outstanding calculated at 10% per month, and shall accrue after as well as before judgement.
- (b) All expenses, including collection costs from obtaining the services of a debt collection company and/or legal fees in relation to any overdue amount will be added to your account and you, the client are liable for payment.

### **3. ACCEPTANCE**

Any instructions received by the CMGDL from the client for the supply of goods and services, shall constitute acceptance of the terms of trade contained here in.

### **4. OWNERSHIP**

Ownership of the goods supplied as part of this service is retained by us until payment is made in full for the goods supplied. You shall hold the goods for us as a fiduciary owner. Notwithstanding any period of credit allowed by us.

Upon default in any payment due by you to us or, either before or after any period of the credit expires, upon you becoming insolvent or having a receiver appointed or going into liquidation, we may enter upon the premises where the goods are kept and recover possession of the goods and resell the same.

### **5. DELIVERY**

Delivery shall be deemed to be completed upon installation of the goods by CMGDL.

### **6. WARRANTY**

All Doors supplied have a 2 Year Guarantee.

Any fault in workmanship will lead to the client notifying CMGDL in writing within 7 days from installation.

### **7. PRIVACY ACT**

7.1 The client permits CMGDL collect use and retain information concerning the client, for the purpose of assessing the client's credit worthiness or to enforce any rights under this contract.

7.2 The client permits the CMGDL to disclose information obtained to any person for the purposes set out in 7.1

### **8. PERSONAL PROPERTY SECURITIES ACT 1999**

8.1 The client agrees that the provisions herein constitute a Security Interest in Personal Property (as those terms defined in the Personal Property Securities Act 1999 ("PPSA") in respect of which the CMGDL may register a financing statement on the Personal Property Securities register.

8.2 The client hereby waives its rights contained in sections 116,119,120(2), 121,125,126,127,129,131 and 132 of the PPSA.

### **9. CANCELLATION**

9.1 CMGDL may cancel these terms & conditions or cancel the Service by giving written notice.

CMGDL shall not be liable for any loss or damage arising from such cancellation.

9.2 The client may cancel services at the contractor's sole discretions and will be liable for any costs incurred by the contractor.

#### **Definitions:**

"CMGDL " means **Custom Made Garage Doors Ltd**

"Client " means the person , authorised agent or legal entity described in the application, or stated on the invoice or order form/ quote , buying goods and services from **Custom Made Garage Doors Ltd**

"Services" shall mean all services supplied by the contractor to the client and includes any recommendations & advice.