

Terms & Conditions

1. About these Terms and Conditions

1. These Terms and Conditions govern the sale or supply by Lockworx Australia Pty Ltd (ABN 80 462 541 698..) ("Lockworx Australia") of products ("Products") and/or services ("Services") to you the customer ("Customer").
2. Any Purchase Order placed with Lockworx Australia by a Customer and/or any acceptance of a Quotation by a Customer (whether by facsimile, via Lockworx Australia's website, in person or in any other form) will be confirmation of the Customer's acceptance of and agreement to be bound by these Terms and Conditions, regardless of whether these Terms and Conditions are signed by the Customer.
3. These Terms and Conditions prevail over any oral representations or other conditions that may be communicated orally, or in writing, between Lockworx Australia and the Customer. Waivers or changes to these Terms and Conditions will only have effect if made in writing and signed by a duly authorised representative of Lockworx Australia.
4. The Quotation or Purchase Order, together with these Terms and Conditions, constitute the entire Agreement ("Agreement") between the Customer and Lockworx Australia and the parties agree to be bound by this Agreement.
5. Words spelt with initial capital letters are defined terms which are set out in the body of these Terms and Conditions.

2. Quotations and Purchase Orders

1. Upon request from the Customer, Lockworx Australia will provide an estimate, quotation and/or proposal for the sale or supply of Products and/or Services ("Quotation"). The Quotation will be valid for acceptance for 14 days from the date of issue, or end of month, whichever comes first. Any Quotation submitted to a Customer will be subject to these Terms and Conditions.
2. The Customer accepts the Quotation by confirming acceptance of the Quotation by email, in writing, via Lockworx Australia's website, orally accepted orders will not be accepted.
3. A Customer may place a purchase order ("Purchase Order") with Lockworx Australia. All such orders placed with, or submitted to, Lockworx Australia will be deemed accepted by Lockworx Australia unless Lockworx Australia notifies the Customer within fourteen days that Lockworx Australia is unable to supply the Products and/or Services for any reason whatsoever.
4. Variations to the Quotation or Purchase Order must be agreed to in writing by both parties, or by Lockworx Australia if a material error has been made by Lockworx Australia in relation to the Quotation, and the Customer is notified of that error prior to delivery of the Products or Services.

5. The acceptance of a Quotation or the placement of a Purchase Order with, or submitted to, Lockworx Australia, via email or in writing, will be subject to these Terms and Conditions without exception.

3. Price

1. The Price for the sale or supply of Products and/or Services is set out in the Quotation or Purchase Order and is exclusive of GST, but exclusive of freight charges and insurance costs, unless otherwise stated ("Price"). The Price is in Australian dollars unless stated otherwise.
2. All prices quoted to the Customer in relation to any proposed supply of Products and/or Services are indicative only and are not binding, unless they are confirmed in writing to the Customer by the provision of a Quotation or the acceptance of a Purchase Order by Lockworx Australia.
3. If the Customer pays a deposit for the provision of Services or Products, the deposit is not refundable and the Customer acknowledges that the amount of the deposit is reasonable to cover costs and expenses incurred by Lockworx Australia in taking initial steps to comply with the terms of this Agreement. Lockworx Australia reserves the right to recover additional costs if the deposit is insufficient to cover losses suffered as a result of the Customer not proceeding with, or breaching, this Agreement.
4. Any cancellation by a Customer may incur a cancellation fee in the absolute discretion of Lockworx Australia. Without in any way limiting the preceding sentence, any cancellation relating to a made-to-order Product may result in the full Price being charged to the Customer.

4. Terms of Payment

1. For the provision of Services, the Customer will be invoiced by a progress payment, Tuesday of the first week of commencement of work and then every seven days thereafter, or, if agreed in writing, at the completion of the provision of the Services. The Customer will be invoiced on the delivery of Products.
2. The total amount on the Invoice is the "Invoiced Amount". The Customer must pay the Invoiced Amount, in full without deduction or setoff within thirty days of the date of receipt of the invoice.
3. Default interest is payable by the Customer on all late payments at the rate of 10% (or any other rate notified in writing by Lockworx Australia to the Customer from time to time), calculated daily from the due date until the date of payment. All expenses, including legal costs (calculated on an indemnity basis), incurred by Lockworx Australia in collecting late payments, including the cost of legal proceedings to recover unpaid invoices, must be paid by the Customer to Lockworx Australia. Lockworx Australia's right to charge default interest is without prejudice to any other rights it has under these Terms and Conditions or by law.
4. Lockworx Australia may, in its absolute discretion, agree to provide trading terms to a Customer ("Terms"). Lockworx Australia may, at any time and for any reason, withdraw or amend the Terms. In the case that Terms are withdrawn all monies outstanding at that time become immediately due and payable by the Customer.

5. Payment of the Invoiced Amount may be made over the internet or Electronic Funds Transfer into an account nominated by Lockworx Australia.

5. Web and Payment Security

1. The Customer acknowledges that Lockworx Australia's internet site is secured using 128 bit Secure Sockets Layer encryption that provides high level security whenever financial or confidential transactions are transacted over the internet. In the interests of security, payment and Credit Card details are not stored by Lockworx Australia as part of the internet payment transaction.

6. Delivery of Products

1. Lockworx Australia and the Customer will agree on the required delivery date of Products ("Delivery Date").
2. Lockworx Australia will use all reasonable endeavours to meet the delivery date but Lockworx Australia is not and will not be liable for any loss, cost or damage suffered or incurred by the Customer, however it arises, if the Products are not delivered by the Delivery Date.
3. Delivery may be made in instalments. Each instalment must be deemed a separate sale and any failure by Lockworx Australia to deliver any instalment shall not affect the Customer's obligations with respect to any other instalments. Each delivery shall be paid for separately, without regard to any claim with respect to any other delivery or the failure of Lockworx Australia to make any other delivery in accordance with its obligations.
4. Delivery of any product is deemed to be made at the time of receipt by any freight forwarding company, courier or transport agent. Protection of goods in transit for delivery is available as a purchasing option at an additional cost to the purchaser.
5. Any product made or built to order requires a lead time of up to 2 month, subject to product availability.

7. Unavailable Product

1. If Lockworx Australia cannot supply the Product as ordered by a Customer, Lockworx Australia will notify the Customer within two days of becoming aware of that fact and shall refund any deposit paid to the Customer. The Purchase Order for those Products will thereafter be cancelled.

8. Shipping of Product

1. If the Customer requires Products to be transported or shipped, the Customer will pay Lockworx Australia the costs of such shipping or transport in addition to the Price. The costs will be approximately \$1 to \$50 per kilogram or such other amount as may be notified by Lockworx Australia to the Customer prior to finalisation of the Purchase Order.

9. Product Warranties

1. Where any Product provided by Lockworx Australia to the Customer is covered by third party warranties, Lockworx Australia will (to the extent permitted by the third party) allow the Customer the benefit of that warranty.
2. The Customer will familiarise themselves with the terms of any warranty and will not deal with the Product in any way that could prejudice the efficacy of the warranty.
3. Lockworx Australia is not liable for any loss or damage suffered by the Customer arising out of the refusal of the warranty supplier to honour the warranty or non-payment by the warranty provider (irrespective of the grounds of refusal, or the reason why payment under the warranty is not forthcoming (including the insolvency or sale of the warranty provider)).

10. Provision of Services

1. Lockworx Australia agrees to provide the specified Services in accordance with this Agreement.
2. Services will include the services specified in the Quotation or Purchase Order and any other services agreed between Lockworx Australia and the Customer from time to time. Any additional agreed Services will incur a further fee.
3. Unless otherwise agreed, or specified in the Quotation or Purchase Order, there are no minimum or maximum hours for the provision of the Services.
4. If a timetable ("Timetable") for the provision of the Services is agreed in writing, Lockworx Australia will use all reasonable endeavours to comply with the Timetable but Lockworx Australia is not and will not be liable for any loss, cost or damage suffered or incurred by the Customer, however it arises, if the Services are not provided in accordance with the Timetable.
5. Any variation to the Services must be agreed in writing between Lockworx Australia and the Customer and the Customer must provide at least 30 days notice of any request to cancel or modify the Services.

11. Provision of Emergency Services

1. Lockworx Australia may supply 24 hour emergency services to the Customer in accordance with the Quotation or the Purchase Order, or in the absence of such documents, in accordance with Lockworx Australia's standard emergency service rates as determined from time to time.
2. The Customer agrees to provide Lockworx Australia with reasonable access to the property to enable Lockworx Australia to carry out the emergency services, maintenance, upgrade the service and for testing purposes. The Customer will provide such assistance as is reasonably required to enable Lockworx Australia to maintain, upgrade or test the service.

12. Provision of Electronic Systems or Products

1. Lockworx Australia may supply electronic locking systems or products to the Customer in accordance with the Quotation or the Purchase Order.

2. The Customer agrees to provide Lockworx Australia with reasonable access to the property where the Products or systems are installed to enable Lockworx Australia to carry out maintenance, upgrades and testing. The Customer will also provide such assistance as is reasonably required to enable Lockworx Australia to maintain, upgrade or test the service.
3. The Customer acknowledges that other costs may be incurred by the Customer in relation to electronic systems or Products, including but not limited to electricity supply and telecommunication expenses. The Customer agrees that it is liable to the relevant service providers in relation to all such costs.

13. Ownership of Products, Risk & Insurance

1. Notwithstanding the delivery of the Products and the terms of payment, ownership of and legal title to the Products delivered only passes to the Customer when the Products are paid for in full. Until the Customer has paid in full for the Products: ownership of the Products remains with Lockworx Australia;
2. the Customer holds the Products as bailee and fiduciary for Lockworx Australia;
3. the Customer may only dispose of the Products as Lockworx Australia fiduciary and agent and provided that the entire proceeds of sale of these Products are held by the Customer on trust for Lockworx Australia;
4. If any event of default occurs, Lockworx Australia or its agents may (without notice and without prejudice to any of its other rights) enter any premises where the Products are stored and re-take possession of them. The Customer may not revoke this permission. Lockworx Australia may resell the Products, without incurring any liability to the Customer or any other person claiming through the Customer; and
5. The risk in the Product will, unless otherwise agreed in writing, pass to the Customer upon delivery of the Products to the Customer. its agent, transport or delivery service provider;
6. The Customer will maintain all necessary and appropriate insurances to cover the Products and shall submit a claim, and assign the benefit of the claim to Lockworx Australia, if Lockworx Australia requires such a claim to be made.

14. Return of Products

1. The Customer is deemed to have accepted a delivery of Products: within 48 hours after delivery unless prior to that time the Customer has notified Lockworx Australia in writing of its rejection of that delivery and reasons for the rejection are accepted by Lockworx Australia; or
2. Immediately upon use of the products, whichever is the earlier: If Lockworx Australia's Products are used or Lockworx Australia does not receive notification of rejection of the Products within the 48 hours, Lockworx Australia will be entitled to payment in full, and thereafter Lockworx Australia will not be liable for any claims, loss or damage, however it arises.
3. Notwithstanding any other rights Lockworx Australia may have, Lockworx Australia reserves the right to charge a Customer for any costs or losses incurred by Lockworx Australia arising, directly or indirectly, from the return of any Products which are not damaged or defective;

from the unauthorised return of Products; or where the Customer exceeds the timeframes for inspection and acceptance set out in these Terms and Conditions.

15. Refund and Exchange Policy

If a Customer receives damaged or defective Products, the Customer must notify Lockworx Australia in writing, within 48 hours of delivery of Products of the Customer's intention to return the Products. Lockworx Australia may investigate that matter and may authorise the return of the goods and endeavour to replace the products, subject to availability, within 14 days of being notified by the Customer of the intention to return the Products, or at Lockworx Australia's absolute discretion, issue a credit note to the Customer, to the value of the Product but Lockworx Australia will not be liable for any damage or loss howsoever caused arising from replacement of the Products or issue of the credit note, save that Lockworx Australia must comply with all non-excludable obligations under the Trade Practices Act.

16. Default

The Customer agrees that if:

1. the Customer fails to pay, when due, the Invoiced Amount to Lockworx Australia;
2. the Customer fails to comply with any of these conditions;
3. any step is taken to enter into any arrangement between the Customer and its creditors;
4. the Customer ceases to be able to pay its debts as they become due or ceases to carry on a business;
5. any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person over the whole or any part of the Customer's assets or business; or
6. in Lockworx Australia's opinion, the Customer's credit standing has materially changed, Lockworx Australia may do any or all of the following (in addition to any other rights Lockworx Australia may have):
7. require the Customer to immediately pay all outstanding Invoiced Amounts or to pay in advance for any further delivery of Products or provision of Services (even if specified otherwise in any Invoice or Purchase Order or Quotation);

8. suspend or cease supplying Products and/or providing Services to the Customer (whether or not the Customer has ordered Products and/or Services that have not yet been supplied or provided), until the default has been made good;
9. demand that the Products be immediately returned to Lockworx Australia at the Customer's expense;
10. enter the Customer's premises and repossess products for which payment is overdue;
11. cancel this contract or any other contract(s) with the Customer as Lockworx Australia sees fit; and
12. Commence proceedings to recover all outstanding Invoiced Amounts.
13. The rights under this clause are without prejudice to any other right or remedy available to Lockworx Australia.

17. Intellectual Property

1. In these Terms and Conditions "Intellectual Property" means all forms of intellectual property throughout the world including copyright, registered patent, design, trademarked and confidential information, including know-how and trade secrets.
2. Lockworx Australia and others own, retain and reserve all Intellectual Property rights, including copyright in the Products and Services, including without limitation, any works, reports, plans, products or advices produced in connection with the supply of Services, before or during the provision of Services, and any keys, material, methodologies for the security of data, software, know-how, processes or procedures used by Lockworx Australia to secure data, that is notified or provided to the Customer.
3. Except in the provision of Products that Lockworx Australia supplies with a licence to use that Product, or unless expressly provided for in these Terms and Conditions, nothing set out in these Terms and Conditions shall be construed as conferring to the Customer any other licence or right by implication or otherwise, under copyright or other Intellectual Property laws.
4. The Customer has the right to use any works, reports, plans, products or advices produced in connection with the supply of Services, before or during the provision of Services, and any keys, material, methodologies for the security of data, software, know-how, processes or procedure provided by Lockworx Australia to the Customer under these Terms and Conditions within the Customer's own business and for the purpose foreshadowed by this Agreement. Any other use or disclosure of Lockworx Australia's intellectual property is strictly prohibited.

18. Limited Licence

1. The Customer acknowledges that certain Products may be sourced from third parties and may include terms of use and licence conditions that relate to and govern the use of that Product ("Limited Licence").
2. The Customer agrees and warrants to comply with the terms and conditions of that Limited Licence.

3. The Customer warrants that it will not infringe any other party's intellectual property rights in any manner whatsoever arising, directly or indirectly, from the Customer's use of that Product.
4. The Customer agrees to indemnify Lockworx Australia and its directors, officers, employees and agents from and against any and all claims, losses, damages, costs, judgments, expenses and liabilities of any kind (including, without limitation, legal fees) arising out of or in connection with the Customer's breach of the Limited Licence and/or the Customer's infringement of another party's intellectual property rights that attach to that Product.

19. Privacy and Personal Information

1. Any personal information, including personal financial information that is collected, used or disclosed by Lockworx Australia for the purposes of the supply of Products and/or Services to the Customer is treated as confidential and will only be collected, used or disclosed in the following manner:
 1. for the purposes of meeting Lockworx Australia's obligations under these Terms and Conditions;
 2. to respond to any queries that the Customer may have;
 3. to recover any Product or money owing to Lockworx Australia;
 4. in accordance with the Privacy Policy of Lockworx Australia; and
 5. in compliance with the requirements of the Privacy Act 1998 (Cth).
2. The Customer acknowledges that payment and Credit Card details are not stored by Lockworx Australia as part of the internet payment transaction.

20. Limitation of Liability

1. Lockworx Australia warrants that the Products supplied are of merchantable quality and are free from defects in material and workmanship but, to the extent permissible by law, Lockworx Australia otherwise excludes all conditions and warranties implied by statute, general law or custom.
2. To the fullest extent permitted by law, Lockworx Australia excludes and expressly disclaims any and all liability for any loss, expense, damage or claims suffered or incurred by the Customer (whether direct, indirect or consequential) arising in any way out of the Products or the manufacture, supply or use of the Products, or the supply of Services, or any negligent act or omission of Lockworx Australia, its officers, its employees, contractors or agents, including but not limited to, lost profits, costs and damages sustained or incurred as a result of a claim by a third person.
3. To the fullest extent permitted by law, the Customer agrees that Lockworx Australia's liability for any breach of any express term of these Terms and Conditions, or liability through any breach of any statutory condition, is limited to the replacement of the relevant Products or the supply of the relevant Services, or crediting the Customer with an amount equal to the Price for the relevant Products and/or Services, as determined by Lockworx Australia in its absolute and sole discretion.

21. Indemnity

1. The Customer agrees to release and indemnify Lockworx Australia and its directors, officers, employees and agents, from and against any and all claims, losses, damages, costs, judgments, expenses and liabilities of any kind (including, without limitation, all legal fees) whether for personal injury or property damage or loss, arising out of or in connection with the Customer's use of the Products, whether in the Product's present form or as processed or combined with other materials into another form, and against any personal injury or property damage or loss arising out of or in connection with the Services supplied to the Customer.
2. The Customer further agrees to release and indemnify Lockworx Australia and its directors, officers, employees and agents, from and against any and all claims, losses, damages, costs, judgments, expenses and liabilities of any kind (including, without limitation, all legal fees) whether for personal injury or property damage or loss, arising out of the breach, or failure of any Service or Product, by any third party (including, but not limited to, employees, agents or contractors of the Customer).

22. Force majeure

1. Lockworx Australia will not be liable for any loss caused by its failure or delay to supply the Products and/or the Services due to anything outside the reasonable control of Lockworx Australia including, but not limited to, acts or omissions of the Customer, breakdown of plant or machinery, shortage of labour, strikes, lockouts, industrial disputes, fire or arson, storm or tempest, pest, theft, vandalism, riots, civil commotions, terrorist actions, war, government restrictions, intervention and/or control, transport delays, accidents or embargoes of any kind.

23. Severance

1. If any provision of these Terms and Conditions is or will be illegal, invalid or unenforceable, then that provision will be severed and the validity and enforceability of the remaining provisions will not be affected.

24. General

1. The Customer may not assign any rights under these Terms and Conditions without the express written consent of Lockworx Australia.
2. No waiver by Lockworx Australia of any default shall be deemed a waiver of any prior or subsequent default.
3. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Victoria in Australia. The parties agree to submit to the non-exclusive jurisdiction of Courts of Victoria