



STW INDUSTRIES P/L

ABN: 92 623 405 701

WA: 4 Bessemer Rd, FORRESDALE WA 6112

VIC: 113 Wedgewood Rd, HALLAM VIC 3030

POST: PO BOX 1055, KELMSCOTT DC WA 6997

PH: 1800 789 001 FAX: 08 9459 7897

accounts@stwaustralia.com.au

sales@stwaustralia.com.au



Sale terms and conditions

In these Sale Terms and Conditions (Sale Terms), "we" or "us" means STW INDUSTRIES ACN 623 405 701 t/a Specialised Tyre & Wheel and S.P.I Wheel Systems its successors and assignees. "You" means the person, organisation or entity that purchases products or related services from us. The Sale Terms apply to all sales made by us to customers via email, over the phone or through our websites available at www.stwaustralia.com.au or www.spiwheelsystems.com.au (Sites).

These Sale Terms form the agreement under which we will supply products and services to you. Please read the Sale Terms carefully. Please contact us if you have any questions, before you purchase or related services from us.

You can contact us at sales@stwaustralia.com.au.

Your purchase from us indicates that you have had sufficient opportunity to access the Sale Terms and contact us, that you have read, accepted and will comply with the Sale Terms, and that you are eighteen (18) years or older. You must not order products or services from us if you are under eighteen (18) years of age. If you do not agree to the Sale Terms, do not purchase from us.

1. Orders and Credit application:

(a) You can purchase from us by making an order and paying the agreed deposit (Deposit) up-front and the balance on delivery (Balance), or by purchasing through your account.

(b) To set up an account and to obtain credit from us, you are required to complete a credit application with us for thirty (30) days end of month credit (Account).

(c) We will confirm your order with an order number. This may include an order ID, the shipping and billing addresses and a description of what was ordered, when you order.

(d) We may at our discretion accept or reject an order depending on factors including availability of products and our ability to validate payment for the products.

(e) It is your responsibility to check the order details, including product and pricing, before you complete your order.

(f) A binding agreement comes into existence between you and us, once we have given you an order number.

2. Prices and payments:

(a) You agree to pay the purchase price specified on our Sites or on the quote form, at the time that you place your order for the purchase of a product, plus any applicable delivery and insurance charges based on the delivery options selected by you. All amounts are stated in Australian dollars. All purchase prices exclude Australian GST (where applicable). Delivery and any insurance charges will be separately shown.

(b) You must pay for the product by cheque or direct bank transfer. You must not pay, or attempt to pay, for an order through any fraudulent or unlawful means. If your payment is not able to be successfully processed or if our invoices are not paid within thirty (30) days then your order may be cancelled.

(c) If our invoices are unpaid for ninety (90) days after the payment date, we have the right to engage debt collection services for the collection of unpaid and undisputed debt, and the right to commence legal proceedings for any outstanding amounts owed to us.

(d) Our prices and pricing structure may be amended from time to time in our discretion being due to changes in international exchange rates and the prices of our suppliers.

Where there is any pricing change, we will take reasonable steps to provide you with notice, and these changes will apply from the date that the pricing changes are available on the Sites or are provided to you, whichever is earlier.

3. Availability and Cancellation:

(a) All purchases made with us are subject to availability. We do our best to keep in stock most products that are advertised by us, and to keep our Sites up to date with availability of products.

(b) If you have requested that a product be custom made or imported, no cancellations will be accepted.

(c) If there is a considerable delay in dispatching your order, or if for any reason, we cannot supply a product you have ordered, we will contact you using the contact details provided by you when you placed the order. You can choose a refund, store credit, or to put your order on backorder as agreed with you for standard products only. If you choose a refund or store credit, any delivery costs you have paid for the product will be refunded to you. If you choose to put your order on backorder, we will contact you to arrange for delivery once the product is available.

4. Delivery:

(a) Location: We deliver Australia wide. At this stage we do not deliver outside Australia.

(b) Cost: Delivery fees will apply as set out on our Sites or in our quote to you.

(c) Timing: We will provide you with a rough estimate of the time it will take us to dispatch and order each time you place an order with us. We will deliver the product to the place of delivery you specify when making your order.

(d) Change: If you need to change a delivery date or the delivery address, please contact us as soon as possible to see if this is possible. If you are not available to take delivery on the agreed delivery date, you may be charged a delivery fee for each additional attempt for delivery.

(e) Method: We may deliver the products via a range of delivery methods. All deliveries must be signed for. If neither you nor your authorised representative is at the delivery address to take delivery, you will be notified, generally by the delivery company leaving a card with contact details so that you can arrange another delivery time and date.

(f) Title: Title in the products will not pass to you until the later of delivery or your full payment has been processed or otherwise received by us. If you do not make full payment, or your payment is declined for any reason, we reserve the right to reclaim the products from your possession, custody or control even if they have been delivered to you or moved from the delivery address. We reserve the right to keep or sell the products.

(g) Risk: Risk of loss, damage or deterioration to any products will pass to you on delivery.

5. Discount Codes and Promotions

We may from time to time offer promotional discount codes, which may be applicable to goods on our Sites, and must be entered at the time of submitting your order. The conditions of use relating to any discount code will be specified at the time that it is issued.

6. Consumer Guarantees, Return, Refund and Exchange Policy

(a) Seller's goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). Nothing in the Sale Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the ACL or any liability under the ACL, which by law may not be limited or excluded.

(b) If you are a consumer as defined in the ACL, the following notice applies to you: "Our goods come with warranties and guarantees that cannot be excluded under the Australian Consumer Law (Consumer Guarantees). You are entitled to a replacement or a refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

(c) Your product may come with a manufacturer's warranty. The manufacturer's warranty is in addition to but may overlap with any rights and remedies you may have under applicable law, including any Consumer Guarantees. If you are not considered a "consumer" within the meaning of the ACL, the manufacturer's warranty may be your sole remedy. You should check the manufacturer's warranty, as many manufacturers' warranties do not apply in a business or commercial setting. Please contact the manufacturer if you would like to make a claim under the manufacturer's warranty.

(d) If you wish to seek a refund for a product, you must request the refund within thirty (30) days of delivery.

(e) If you wish to seek a refund, you will be required to return the product to us, and we will only give you the refund once we have received the product at our warehouse, inspected it, and assessed whether it is eligible for a refund. If you have purchased on credit, then the refund will be processed as a credit note on your Account.

(f) Subject to the ACL, we will not accept for return any product that has been used, connected, installed, attempted to be connected or installed, or if your product is custom-made or is a special buy product.

(g) We are not responsible for or liable for, and we will not provide a refund, exchange or store credit, for custom made products where there is a fault because you have provided incorrect or inaccurate information including incorrect specifications.

(h) Where a product is faulty, you must adequately package any product you are returning for our collection to ensure that it is not damaged during return delivery to our warehouse. We will arrange for any products you want returned to be collected, usually within thirty (30) business days.

(i) You have a duty of care for the product while it is in your possession. If you damage products, then subsequently return the products, you may be liable to pay to repair the product to its original condition. In these circumstances, where a repair is not economically viable, no refund will be made.

7. Intellectual Property

(a) Intellectual Property includes but is not limited to:

(i) all present and future rights to intellectual property including inventions and improvements, trade marks (whether registered or common law trade marks), patents, designs, copyright, any corresponding property rights under the laws of any jurisdiction;

(ii) all rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, formula or work product; and

(iv) all work product developed in whole or in part by us.

(b) We own all Intellectual Property rights in the products and company branding, as between us and you.

8. Disclaimer and Limitation of Liability

(a) While the information and material contained on our Sites is believed to be accurate and current, it is provided by us in good faith on an "as is" basis, we and the directors, officers and employees accept no responsibility for and make no representations or warranties to you or to any other person as to the reliability, accuracy or completeness of the information contained on our Sites.

(b) Certain legislation including the ACL, Consumer and Competition Act 2010 (Cth), similar State or Territory legislation in Australia and similar consumer protection laws and regulations in other countries may confer you with rights and remedies relating to the provision of goods or services to you by us via our Sites which cannot be excluded, restricted or modified (Rights).

(c) We exclude all implied conditions and warranties except for your Rights, to the extent permitted by law, including but not limited to:

(i) we expressly disclaim any implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in these Sale Terms;

(ii) we do not warrant that our Sites or your access to our Sites will be error free, that any defects will be corrected or that our Sites or the server which stores and transmits material to you are free of viruses or any other harmful components;

(iii) we take no responsibility for, and will not be liable for, our Sites or the products being unavailable; and

(iii) we will not be liable for any loss, damage, costs including legal costs, or expense whether direct, indirect, incidental, special, consequential and/or incidental, including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, loss of programs or other data on your information systems or costs of replacement goods, or otherwise, suffered by you or claims made against you, arising out of or in connection with our Sites, inability to access or use our Sites, the products, the services, the late supply of products, or the Sale Terms, even if we were expressly advised of the likelihood of such loss or damage.

(d) Our total liability arising out of or in connection with the products, the services or the Sale Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the total price paid by you for the purchase of products under the Sale Terms.

9. Amendment: These Terms may be amended from time to time, without prior notice. Your purchase from us following any such amendments will be deemed to be confirmation that you accept those amendments. We recommend that you check the current Sale Terms, before purchase. Our agents, employees and third parties do not have authority to change the Sale Terms.

10. Indemnity: You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your breach of the Sale Terms.

11. General:

(a) Accuracy: While we endeavour to keep the information up to date and correct, we make no representations, warranties or guarantee, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, services, or related graphics contained on our Sites for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law

(b) Termination: We reserve the right to refuse supply of the products ordered by you, terminate your account, terminate our contract with you, and remove or edit content on our Sites at our sole discretion, without incurring any liability to you.

(c) Force Majeure: We will not be liable for any delay or failure to perform our obligations under the Sale Terms if such delay is due to any circumstance beyond our reasonable control. If we are delayed from performing our obligations due to such a circumstance for a period of at least 2 months, we may terminate our agreement with you by giving you 5 business days' notice in writing.

(d) Notice: Any notice in connection with the Sale Terms will be deemed to have been duly given when made in writing and delivered or sent by email, facsimile or post to the party to whom such notice is intended to be given or to such other address, email address or facsimile number as may from time to time be notified in writing to the other party.

(e) Waiver: Any failure by a party to insist upon strict performance by the other of any provision in the Sale Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by us of any of the Sale Terms shall be effective unless we expressly state it is a waiver and we communicate to you in writing.

(f) Assignment: You must not assign any rights and obligations under the Sale Terms whether in whole or in part without our prior written consent.

(g) Severability: If any of the Sale Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

(h) Jurisdiction and Applicable Law: Your use of our Sites and any dispute arising out of your use of it is subject to the laws of Western Australia and the Commonwealth of Australia. These Terms are governed by the laws of Western Australia and the Commonwealth of Australia and subject to the exclusive jurisdiction of the courts operating in Western Australia. Our Sites may be accessed throughout Australia and overseas. We make no representation that our Sites complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Sites from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access our Sites.

(i) Entire Agreement: These Terms and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

Contact details:

For questions or notices, please contact us at:

STW Industries A.C.N 623 405 701

t/a Specialised Tyre & Wheel and S.P.I Wheel Systems

ABN 92 623 405 701

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Last update: 20 February 2018



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BUSINESS 30 DAY CREDIT ACCOUNT APPLICATION FORM

1. Business Details (MANDATORY)

Sole Trader
 Partnership
 Company
 Trading Trust
 Government authority
 International Customer

Company or business name

Trading name / name of the trust (if trading as a trust then please also complete 3.)

A.B.N / A.C.N of company / business A.B.N of trust Name of trustee

Street address / Delivery address

State: Postcode:

Postal Address

State: Postcode:

Telephone Email address (Main contact)

Holding company (tick yes or no) (If yes) Holding company name (If yes) Holding company A.C.N

Yes No

2. Accounts contact details (MANDATORY)

Accounts name Accounts email address

Invoices email address Statements email address

Telephone Fax

3. Type of business

Nature of business or main income producing activity Industry type

Date commenced Number of employees Premises

Owned Rented

4. Trade / business references (MANDATORY, Three (3) major suppliers)

1. Business Name	
Telephone	Fax
()	()
Contact person	Email address
2. Business Name	
Telephone	Fax
()	()
Contact person	Email address
3. Business Name	
Telephone	Fax
()	()
Contact person	Email address

5. Details of sole trader / partners / directors or trustees (MANDATORY)

1. Full Name	<input type="checkbox"/> Mr	<input type="checkbox"/> Ms	<input type="checkbox"/> Mrs	Date of Birth	Drivers License number
				/ /	
Current residential Address	<input type="checkbox"/> Owned	<input type="checkbox"/> Rented			
State:			Postcode:		
Mobile number	Email address				
2. Full Name	<input type="checkbox"/> Mr	<input type="checkbox"/> Ms	<input type="checkbox"/> Mrs	Date of Birth	Drivers License number
				/ /	
Current residential Address	<input type="checkbox"/> Owned	<input type="checkbox"/> Rented			
State:			Postcode:		
Mobile number	Email address				
3. Full Name	<input type="checkbox"/> Mr	<input type="checkbox"/> Ms	<input type="checkbox"/> Mrs	Date of Birth	Drivers License number
				/ /	
Current residential Address	<input type="checkbox"/> Owned	<input type="checkbox"/> Rented			
State:			Postcode:		
Mobile number	Email address				

6. Financial Details (MANDATORY)

Bank Name	Branch	Credit Limit requested
		\$
Accountants Name	Telephone	
	()	

7. Personal Guarantees & Declaration (MANDATORY)

To: STW INDUSTRIES P/L, t/a Specialised Tyre & Wheel and SPI Wheel Systems (STW)

(1.) I	(Full Name)		of (address)		
					and
(2.) I	(Full Name)		of (address)		
					and
(3.) I	(Full Name)		of (address)		

Declare that I/we acknowledge and agree that the information contained in this commercial credit application is true and correct and that this information may be disclosed to a credit reporting agency or credit provider. I/we shall be jointly and severally answerable and responsible to STW for the due payment for all such goods as you may supply me/us. If payment for goods supplied is not received within the agreed terms, STW are entitled to charge interest at 3% per month, until account is paid in full.

I/we agree to notify STW in writing within 7 days of any changes to my/our business or corporate structure.

I/we consent to STW obtaining a report containing personal credit information on commercial activities and/or a report on consumer or credit worthiness from a credit reporting agency for the purpose of assessing the commercial credit application pursuant to the relevant sections of the privacy act.

I/we confirm that I/we have carefully read and agree to be bound by the terms and conditions of STW.

I/we, the undersigned, are duly authorized to make this application.

1. Full Name	<input type="checkbox"/> Mr	<input type="checkbox"/> Ms	<input type="checkbox"/> Mrs	Signed	
Date	Position				
2. Full Name	<input type="checkbox"/> Mr	<input type="checkbox"/> Ms	<input type="checkbox"/> Mrs	Signed	
Date	Position				
3. Full Name	<input type="checkbox"/> Mr	<input type="checkbox"/> Ms	<input type="checkbox"/> Mrs	Signed	
Date	Position				

8. STW BANKING DETAILS

Account Name STW INDUSTRIES
 Bank ANZ
 BSB 016-307
 Account Number 413 905 406



Office use only

Credit References Checked		Credit limit requested
<input type="checkbox"/> 1	<input type="checkbox"/> 2	\$
<input type="checkbox"/> 3		
Credit approved	Date Approved	Account Number
<input type="checkbox"/> Yes	<input type="checkbox"/> No	/ /