

TRADING TERMS AND CONDITIONS

1. PARTIES:

The Supplier: MR & MK MCGREGOR PTY LTD (ACN 120 234 586)
TRADING AS BURNIE PLUMBING SUPPLIES AND SHEETMETAL WORKS

The Customer: _____

2. DEFINITIONS

- 2.1. The Supplier is MR & MK MCGREGOR PTY LTD (ACN 120 234 586) trading as BURNIE PLUMBING SUPPLIES AND SHEETMETAL WORKS
- 2.2. The Customer is the party as described above and/or as described in the Application for Credit.
- 2.3. The Guarantor is person (or persons), or entity, who agrees to be liable for the debts of the Customer.
- 2.4. The Order shall be defined as any request for the provision of Goods and/or Services by the Customer which has been accepted by the Supplier.
- 2.5. The Goods include materials, parts and/or equipment provided by the Supplier and includes the items listed in any Quote or Order.
- 2.6. The Services include labour, installation, repair, servicing and maintenance work done by the Supplier and includes services listed in any Quote or Order.
- 2.7. The Price is the amount invoiced for Goods and/or Services provided.
- 2.8. Indirect, Special or Consequential loss or damage includes (a) any loss of income profit or business; (b) any loss of good will or reputation; (c) any loss of value of intellectual property.

3. GENERAL

- 3.1. These Terms and Conditions together with the Supplier's Application for Credit and/or written or verbal quotation forms this agreement.
- 3.2. Any Order requested by the Customer is deemed to be an Order incorporating these Terms & Conditions notwithstanding any inconsistencies which may be introduced in the Customer Order or acceptance unless expressly agreed to by the Supplier in writing. In the event that an inconsistency exists and/or arises it is acknowledged between the parties that these Terms and Conditions will prevail.
- 3.3. No subsequent correspondence or document or discussion shall modify or otherwise vary these Terms & Conditions unless such variation is in writing and signed by the Supplier.
- 3.4. The Terms and Conditions are binding on the Customer, his heirs, assignees, executors, trustees and where applicable, any liquidators, receivers or administrators.
- 3.5. In these Terms and Conditions, the singular shall include the plural, the masculine shall include feminine and neuter, words importing persons shall apply to corporations, heirs, assignees, executors, trustees and where applicable, any liquidators, receivers or administrators.
- 3.6. Where more than one Customer completes this agreement each shall be liable jointly and severally.
- 3.7. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 3.8. The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

Correction of Errors

- 3.9. The Customer authorises the Supplier to correct any typographical, clerical or other error or omission in any Quote or Order or other document forming part of the agreement to give effect to the agreement.

Variation to these Terms and Conditions

- 3.10. The Supplier may change these Terms and Conditions at any time by giving the Customer written notice.
- 3.11. The Supplier can give the Customer notice by delivering it to the Customer personally or leaving it at, or sending it by post, facsimile or email to the Customer's home, business, postal or email address last known to the Supplier.
- 3.12. The Customer agrees to notify the Supplier as to any significant change in personal details or business structure or other information that has been previously provided to the Supplier.
- 3.13. The Customer acknowledges that the Supplier may display these Terms and Conditions on its website and may provide notice to the Customer on its website of any amendments. In this event, the Terms and Conditions on the Supplier's website shall apply to any future dealings as between the parties and the Customer is deemed to have notice of any such Terms and Conditions and/or amendments.

Waiver

- 3.14. The failure by the Supplier to enforce any provision of these Terms & Conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.

4. ORDERS

Placement

- 4.1. The Supplier will supply the Goods and/or provide the Services to the Customer upon receipt of an Order from the Customer subject to Clauses 4.2, 4.3 and 4.4.
- 4.2. The Supplier reserves the right to accept or decline in whole or in part at any time, any Order made by the Customer with respect to the supply of Goods and/or the provision of Services.
- 4.3. Notwithstanding that the Supplier has accepted an Order in whole or in part, the Supplier may at any time prior to the fulfillment of the Order refuse to supply that Order in whole or in part.
- 4.4. Each order is subject to the Supplier having the Goods available to fulfill that Order.

Quotations

- 4.5. Any verbal or written quotation provided to the Customer shall expire thirty (30) days after the date it was given.
- 4.6. The quoted Price for an Order is subject to change where, between the date of quotation and the date of invoice:
 - 4.6.1. There is a change to taxes, statutory charges, import duties, currency exchange rates and transportation costs or other like charge, fee or duty;
 - 4.6.2. The Customer requests further, additional or different (i.e. specification, characteristic, design, model) Goods and/or Services.
- 4.7. If any additional work is required with respect to the agreed Services or Quote, the Supplier shall not carry out the additional work without obtaining the Customer's verbal or written approval.

Deposit

- 4.8. At the Supplier's sole discretion, a 30% deposit will be required where an order is placed for non stock items.
- 4.9. If the Customer cancels the Order for Goods after the deposit has been paid, the Customer will forfeit the full deposit Price.

5. PRICE

- 5.1. At the Supplier's sole discretion the Price shall be:
 - 5.1.1. As indicated on tax invoices provided to the Customer in respect of Goods supplied and/or Services provided;
 - 5.1.2. Subject to Clauses 4.5, 4.6 or 4.7, the Supplier's quoted Price for the Order.
- 5.2. The Supplier reserves the right to change the Price in the event of a variation to the Supplier's order, and written or verbal notice shall be provided to the Customer within a reasonable time.
- 5.3. The Customer must make full payment of the Price within seven (7) days from the date of issue of the invoices for Goods and Services, subject to Clause 6.
- 5.4. Time for payment of the Supplier's tax invoices shall be of the essence.
- 5.5. The Customer acknowledges and agrees that a service fee equivalent to 2% of the Price or such lesser payment sum as applicable may be charged, at the Supplier's discretion, for all payments made using a credit card.

6. CREDIT FACILITY

- 6.1. Credit will only be granted at the sole discretion of the Supplier and upon submission of a completed Credit Application Form.
- 6.2. Any credit granted may be revised by the Supplier at any time and at its absolute discretion.
- 6.3. The Supplier reserves the right to withdraw any credit facility if the Customer breaches any of the Terms and Conditions or if the Customer ceases trading or is subject to a default judgment which is not rectified within 14 days or is the subject of a Bankruptcy Notice or Statutory Demand.
- 6.4. The Customer agrees that upon such withdrawal, any and all monies owing on the account shall become immediately due and payable.
- 6.5. In the event that a credit facility has been granted, payments are due within thirty (30) days from the end of the month of the date of invoice unless stated otherwise in the Credit Application Form.

7. GOODS AND SERVICES TAX

- 7.1. GST refers to Goods and Services tax under the *Goods and Services Act 1999 ("GST Act")* and terms used herein have the meanings contained within the *GST Act*.
- 7.2. It is hereby agreed between the Customer and the Supplier that the consideration for the Supplier expressed in this agreement is exclusive of the Supplier's liability of GST
- 7.3. On provision of the Goods and Services:
 - 7.3.1. The Customer will pay to the Supplier, in addition to the total Price, the amount payable by the Supplier of GST;
 - 7.3.2. The Supplier shall deliver to the Customer a Tax Invoice which complies with the *GST Act* and Regulations.

8. DISHONOUR OF CHEQUE

- 8.1. If any cheque issued by the Customer or by any third party in payment of the Price is dishonoured:

- 8.1.1. The Supplier may refuse to supply any further Goods and Services until satisfactory payment is received in full, including bank fees and charges;
8.1.2. The Supplier is entitled to treat the dishonour of the Customer's cheque as a repudiation of this agreement and to elect between terminating this agreement or affirming this agreement, and in each case claiming and recovering compensation for loss or damage suffered from the Customer.
8.1.3. The Customer may be liable for a dishonoured cheque fee of \$20.00.

9. PROVISION OF SERVICES

- 9.1. The Supplier reserves the right to:
9.1.1. Decline requests for any Services requested by the Customer.
9.1.2. Cancel or reschedule appointments at its discretion, provided that the supplier provides reasonable notice to the Customer.
9.2. The Supplier may provide its Services during such hours and on such days as it considers necessary and appropriate to ensure compliance with its obligations under this agreement.
9.3. Where relevant, the Customer shall ensure that the Supplier, its servants and agents have full and safe access to the Premises and any necessary equipment, materials and information, failing which charges shall accrue until such access has been provided.
9.4. Unless specified by the Supplier to the contrary in the Order, the Supplier does not warrant that it will be capable of providing the Services at specific times requested by the Customer during the term of this agreement.
9.5. In the discharge of its duties, the Supplier shall comply with all reasonable resolutions, regulations and directions of the Customer that may lawfully be given from time to time as to the nature and scope of the Services provided.
9.6. Nothing in the above clause shall effect the Supplier's right to exercise its own judgment and discretion as to its most appropriate and effective manner of providing the Services and in order to achieve compliance with the said resolutions, regulations and directions or otherwise with its obligations under this agreement.
9.7. The Supplier may agree to provide, on request from the Customer, additional Services not included or specifically excluded in the Quotation/Order. In this event, the Supplier shall be entitled to make an additional charge. Additional Services includes, but is not limited to, alterations, amendments, and any additional visits by the Supplier after provision of the Goods and/or Services at the request of the Customer.

10. DELIVERY OF GOODS

- 10.1. Delivery of the Goods shall be deemed to take place when the Goods are collected by the Customer, or are delivered to the Customer and:
10.1.1. The Customer receives the Goods; or
10.1.2. A person apparently over the age of sixteen (16) receives the Goods.
10.2. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer fails to take delivery of the Goods as arranged, then the Supplier shall be entitled at its discretion to terminate the agreement and/or to charge a reasonable fee for redelivery.
10.3. The Supplier will not be liable for any delay or failure to deliver by any freight company or delivery service to deliver the Goods to the Customer or any consequential loss or damage arising in respect of delivery of the Goods.
10.4. The failure of the Supplier to deliver shall not entitle either party to repudiate this agreement.

11. RISK AND LIABILITY

- 11.1. Risk in the Goods shall pass to the Customer upon delivery as defined in Clause 10.
11.2. The Supplier is not liable to the Customer for any damage to or loss of the Goods whilst being delivered to the Customer. The Customer acknowledges that any Goods delivered by Supplier are not covered by insurance unless otherwise agreed in writing with the Supplier.
11.3. The Customer acknowledges that some of the Goods supplied by the Supplier may be inherently dangerous or have the potential to cause physical or financial injury and loss or damage including consequential loss or damage.
11.4. The Customer acknowledges that the Supplier shall not be liable for and the Customer releases the Supplier from:
11.4.1. Any loss or damage or for consequential loss or damage, loss of income, loss of profit or interruption of business;
11.4.2. liability for any injury or death to any person or damage to any property arising directly or indirectly from the Goods or its use;
11.4.3. Subject to Clause 13, any claims in respect of faulty or defective Goods supplied or delivered;
11.5. The Customer acknowledges that it has not relied upon the Supplier's advice, assistance or recommendations and has relied on its own knowledge and expertise in selecting the Goods and Services.
11.6. The Customer acknowledges that it is the Customer's responsibility to fully inform itself and understand the risks associated with the Goods and Services.
11.7. The Customer acknowledges that the Supplier's liability is limited to the cost of replacing the goods or repairing the goods.
11.8. Any service response times stated in a Quote or Order for the provision of Services are approximate. The Supplier shall not be liable for any direct, indirect or consequential loss or damage arising from its failure to meet the stated service response time.
11.9. The Supplier shall not be liable for loss or damage, fault, failure or malfunction due to any:
11.9.1. External causes including, but not limited to, accident, abuse or misuse;
11.9.2. Servicing and/or repairs and/or alternations undertaken or provided by a third party;
11.9.3. Usage not in accordance with instructions, failure to perform required preventive maintenance or normal wear and tear;
11.9.4. Acts of God including, but not limited to, fire, flood, war or other like occurrences.

Force majeure

- 11.10. If the Supplier's ability to perform its obligations is adversely affected by any cause beyond the Supplier's control, the Supplier may terminate the agreement by giving the Customer verbal or written notice.

12. AGREED USE

- 12.1. The Customer acknowledges that the Customer may forfeit any rights if any, he may have against the Supplier if:
12.1.1. The Goods are applied for any other use to which the Goods are not intended for and/or not in accordance with any applicable manual or operating instructions;
12.1.2. Any alteration to the Goods is carried out other than in accordance with intended alterations and/or the Goods are not repaired by an authorised repairer.
12.2. The Customer further acknowledges sole responsibility for any damage or injury to property or person caused by using the Goods in any way, which the Customer may forfeit their rights against the Supplier.

13. DEFECT/RETURNS

- 13.1. The Customer is deemed to have accepted the Goods and Services and therefore liable to pay the Price unless it makes a claim in accordance with the following Clause.
13.2. The Customer may assert the right to reject the Goods which are wrongly supplied or oversupplied or not in accordance with the order or quote or these terms, by notifying the Supplier of the claim in writing and within seven (7) days of the delivery date.
13.3. The Customer must not return any Goods to the Supplier unless it has complied with Clause 13.2 and has done all things necessary to permit the Supplier to examine the Goods. Such inspection is to be carried out within a reasonable time after notification.
13.4. For defective Goods, which the Supplier has agreed verbally or in writing that the Customer is entitled to reject, the Supplier's liability is limited to either (at the Supplier's discretion) replacing the Goods or repairing the Goods provided that the Goods are:
13.4.1. Returned within seven (7) days after the Supplier has accepted the Customer's claim in writing and at the Customer's expense;
13.4.2. Returned to the Supplier in the condition in which they were delivered and with all packaging material.
13.5. Goods may be returned for credit if they are:
13.5.1. Returned within seven (7) days after the Supplier has accepted the Customer's claim verbally or in writing and at the Customer's expense unless the Goods were delivered as a result of an administrative error in which case the Supplier shall bear the cost of return;
13.5.2. Returned in an undamaged and saleable condition in their original packing.
13.6. The Customer is liable to pay, at the Supplier's discretion, any restocking fee that the Supplier incurs as a result of the Goods being returned in accordance with Clause 13.5.

14. WARRANTY

General

- 14.1. Except as provided in these conditions all express warranties, guarantees and conditions under statute or general law as to merchantable quality, description, quality, suitability or fitness of the Goods for any purpose are expressly excluded and the Customer acknowledges that they have not relied on any representation or warranty from the Supplier with respect to the merchantable quality, description, quality, suitability or fitness of the Goods.
14.2. To the extent permitted by law, damages for breaches of warranties implied by law are limited to repair or replacement of the Goods or the resupply of the services, at the discretion and election of the Supplier.
14.3. If the Customer is in default of any payment to the Supplier after a request in writing has been made, all warranties shall cease and the Supplier shall thereafter in no circumstances be liable under the terms of any warranty.
14.4. Any attempt by any person other than a representative of the Supplier to adjust, repair or otherwise alter the Goods or Services will render any warranty void.

Warranty for Goods

- 14.5. The warranty for Goods supplied shall be the current warranty provided by the manufacturer or importer of the Goods. The Supplier shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
14.6. Warranty for Goods shall only cover the cost of Goods. The Customer acknowledges that additional costs incurred, such as labour and/or freight, must be borne by the Customer.
14.7. The Supplier shall be under no liability in respect of any defect in the Goods arising from any design or specification provided by the Customer.

Warranty for Services

- 14.8. The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
14.9. The Supplier warrants that if any defect in any Service provided by the Supplier becomes apparent and is reported to the Supplier within seven (7) days of the provision of the Services (time being of the essence) then the Supplier will (at the Supplier's sole discretion) remedy the defective Service.

15. RETENTION OF TITLE

- 15.1. While risk in the Goods shall pass on delivery (including all risks associated with unloading), legal and equitable title in the Goods shall remain with the Supplier until full payment for all Goods supplied by the Supplier to the Customer is made. Pending such payment, the Customer shall hold the Goods as bailee for the Supplier and shall return the Goods to the Supplier if so requested.
- 15.2. The Supplier reserves the following rights in relation to the Goods until the balance owed to the Supplier by the Customer are fully paid:
- 15.2.1. To enter the Customer's premises (or the premises of any third parties, associated company or agent where the Goods are located) without liability for trespass or any resulting damage in retaking possession of the Goods; and
- 15.2.2. To keep or resell any Goods repossessed pursuant to above. If the Goods are resold, or products manufactured using the Goods are sold, by the Customer, the Customer shall hold such part of the proceeds of any such sale as represents the invoiced Price of the Goods sold or used in the manufacture of the Goods sold in a separate identifiable account as the beneficial property of the Supplier and shall pay such amount to the Supplier upon request. Notwithstanding the provisions above the Supplier shall be entitled to maintain an action against the Customer for the purchase Price and the risk of the Goods shall pass to the Customer upon delivery.
- 15.3. If the Supplier exercises its rights under Clause 15.2.1:
- 15.3.1. The Customer shall provide reasonable assistance to the Supplier in order to locate and collect the Goods;
- 15.3.2. The Customer shall be liable for any costs arising from, or related to, the repossession of the Goods.

16. DEFAULT, SECURITY & CHARGE

- 16.1. If the Supplier does not receive the outstanding balance for the Goods on or before the due date as stipulated on the tax invoice(s), the Supplier may issue to the Customer a final demand letter.
- 16.2. Without prejudice to any other rights of the Supplier, the Customer may be charged interest calculated at the rate 1.5% per annum on the outstanding balance from time to time.
- 16.3. If the Supplier does not receive the outstanding balance for the Goods and/or Services by the due date stipulated on the tax invoice or by the due date stipulated in the final demand letter ("Default Date"), the Supplier may without prejudice to any other remedy it may have, forward the Customer's outstanding account to a debt collection agency for further action. The Customer acknowledges and agrees that:
- 16.3.1. After the Default Date, the Outstanding Balance shall include, but not limited to, all applicable fees and charges under this agreement;
- 16.3.2. The Supplier may incur commission costs charged by the debt recovery agency on the Aggregate Sum (as defined below) at an applicable rate agreed between the Supplier and the debt recovery agency ("Commission Rate");
- 16.3.3. The Customer will be responsible for payment of the aggregate of the Outstanding Balance on the Customer's account and all commission costs incurred by the Supplier ("Aggregate Sum"), the intention of the parties being that the Supplier will receive the whole outstanding balance after the deduction of commission costs and other expenses;
- 16.3.4. The Aggregate Sum will be calculated as follows:
Aggregate Sum = $\frac{\text{Outstanding Balance}}{(1 - \text{Commission Rate})}$
- 16.3.5. The Aggregate Sum may be referred to a debt collection agency for further action;
- 16.3.6. The Aggregate Sum will be payable as a liquidated debt on demand;
- 16.4. The Customer is also responsible for all expenses in relation to the collection of the Aggregate Sum including, but not limited to, all charges and fees, legal costs on an indemnity basis, and disbursements.

Where the Customer is an individual

- 16.5. If the Outstanding Balance exceeds the sum of \$2,000.00, the Customer further acknowledges and agrees that should the Customer fail to pay the Aggregate Sum to the Supplier within fourteen (14) days after a demand in writing, the Customer and/or Guarantor charges his/her/their real property, located in the Commonwealth of Australia, which is either owned wholly or in part ("the property"), with an equitable interest equal to the indebtedness of the Customer to the Supplier and authorises the Supplier to lodge a caveat on the property until the Aggregate Sum is received in full by the Supplier without prejudice to any other rights the Supplier may have under the law. The Customer and/or Guarantor shall also be liable for all costs incurred by the Supplier arising from this clause on an indemnity basis.

Where the Customer is a company

- 16.6. If the Outstanding Balance exceeds the sum of \$2,000.00, the Customer further acknowledges and agrees that should the Customer fail to pay the Aggregate Sum to the Supplier within fourteen (14) days after demand in writing, the Customer and/or Guarantor grants a fixed and/or floating charge over its assets, including trading stock ("the assets") in favour of the Supplier and irrevocably authorises the Supplier to register the charge and the Supplier's interest in the charge with the Australian Securities and Investments Commission and will do all such acts as are necessary for this to occur until the Aggregate Sum is received in full by the Supplier without prejudice to any other rights the Supplier may have under the law. The Customer and/or Guarantor shall also be liable for all costs incurred by the Supplier under this clause on an indemnity basis.

Supplier's attorney

- 16.7. The Customer and/or the Guarantor (if any) agree to irrevocably nominate, constitute and appoint the Supplier or the Supplier's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of clauses 16.5 and 16.6.

17. TERMINATION & CANCELLATION

Cancellation by the Supplier

- 17.1. The Supplier may cancel any Quotation or Order or cancel, suspend or delay delivery of Goods or provision of Services at any time before the Goods are delivered or Services performed by giving written or verbal notice to the Customer. Upon giving such notice the Supplier shall repay to the Customer any sums paid in respect of the Price.
- 17.2. The Customer acknowledges that in the event of any breach of this Agreement/Order by the Supplier including, the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price. The Supplier shall not be liable for any consequential loss or damage whatever arising from such cancellation.
- 17.3. Without prejudice to the Supplier's other remedies at law, the Supplier shall be entitled to immediately terminate the agreement without notice to the Customer in the following circumstances:
- 17.3.1. The Customer fails to perform any of its obligations under the agreement;
- 17.3.2. The Customer is or will be unable to pay its debts as and when they fall due;
- 17.3.3. The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors;
- 17.3.4. The Customer dies, becomes incapacitated or indicates (expressly or by conduct) that it is about to cease to carry on business;
- 17.3.5. A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
- 17.4. If the agreement is terminated because of the Customer's default or pursuant to Clause 16.3, any money due to the Supplier shall become immediately due and payable.

Cancellation by Customer

- 17.5. Without affecting the Supplier's rights to seek other remedies and without limiting the Customer's obligations arising from the Supplier's acceptance (expressed in writing or evidenced by conduct) of an Order, the Supplier may at its discretion accept a Customer's request for cancellation provided that the Customer:
- 17.5.1. Requests cancellation of the Order within three (3) days of placing the Order;
- 17.5.2. Agrees to incur a cancellation fee in the sum of ten percent (10%) of the Price.
- 17.6. In the event that the Customer cancels an Order (by words or conduct), the Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) from the date the Order was placed until the date of cancellation.
- 17.7. The Customer shall be liable to pay the Supplier the Price for the Goods where:
- 17.7.1. The Supplier or third party supplier has manufactured the Goods to meet the Supplier's Order; or
- 17.7.2. The Supplier has already placed an Order with a third party supplier to meet the Customer's request and is liable to pay the price to the third party supplier.

18. PRIVACY ACT 1988

- 18.1. The Customer and/or the Guarantor/s agree for the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Supplier.
- 18.2. The Customer and/or the Guarantor/s agree that the Supplier may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- 18.2.1. To assess an application by Customer;
- 18.2.2. To notify other credit providers of a default by the Customer;
- 18.2.3. To exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers;
- 18.2.4. To assess the credit worthiness of Customer and/or Guarantor/s.
- 18.3. The Customer consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 18.4. The Customer agrees that personal credit information provided may be used and retained by the Supplier for the following purposes and for other purposes as shall be agreed between the Customer and Supplier or required by law from time to time:
- 18.4.1. Provision of Goods and/or Services;
- 18.4.2. Marketing of Goods by the Supplier, its agents or distributors in relation to the Goods;
- 18.4.3. Analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Goods and/or Services;
- 18.4.4. Processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer;
- 18.4.5. Enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods and/or Services.
- 18.5. The Supplier may give information about the Customer to a credit reporting agency for the following purposes:
- 18.5.1. To obtain a consumer credit report about the Customer;
- 18.5.2. Allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

19. SET-OFF

- 19.1. The Customer shall have no right of set-off in any suit, claim or proceeding brought by the Supplier against the Customer for default in payment.
- 19.2. The Customer acknowledges that the Supplier can produce this clause in bar of any proceeding for set-off

20. INSURANCE

20.1. The Customer is responsible to effect whatever insurance cover he requires at his own expense.

21. JURISDICTION

21.1. This agreement is deemed to be made in the State of Tasmania and all disputes hereunder shall be determined by the appropriate courts in Tasmania.

22. ENTIRE AGREEMENT

- 22.1. The conditions set out in this agreement constitute the whole agreement made between the Customer and the Supplier.
- 22.2. This agreement can only be amended in writing signed by each of the parties.
- 22.3. All prior discussions and negotiations are merged within this document and the Supplier expressly waives all prior representations made by him or on his behalf that are in conflict with any clauses in this document in any way.
- 22.4. Nothing in these Terms and Conditions is intended to have the effect of contravening any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia.

ALL COMPANY DIRECTORS/PARTNERS/SOLETRADERS/INDIVIDUALS MUST SIGN THIS SECTION

I understand and agree to be bound by the Terms & Conditions set out herein

1. NAME:.....

POSITION HELD:.....

SIGNATURE:

DATE:/...../20....

2. NAME:

POSITION HELD:.....

SIGNATURE:

DATE:/...../20....

3. NAME:

POSITION HELD:.....

SIGNATURE:

DATE:/...../20....

WITNESS NAME:

ADDRESS:.....

SIGNATURE:

DATE:/...../20....

COMPANY DIRECTORS MUST ALSO SIGN THE FOLLOWING GUARANTEE



COMPANY DIRECTORS ONLY

GUARANTEE

We each of the undersigned, for ourselves, our respective executors and administrators jointly and severally agree that if at any time the Customer shall default in any part of its performance of this agreement, we will on demand by the Supplier pay, to the Supplier the whole of the monies owed by the Customer to the Supplier and we will keep the Supplier indemnified against all losses, costs, charges and expenses whatsoever which the Supplier may incur by any default on the part of the Customer. This is a continuing guarantee and indemnity and shall not be released by any neglect or forbearance on the part of the Supplier enforcing payment of any of the monies owed.

We acknowledge, by signing this Guarantee, that we have read and understood the Terms & Conditions and that we have consulted our respective solicitors as to our liability with respect to this Guarantee and we agree to abide by this agreement.

Guarantor 1:

Name:

Address:

.....

Signature:

DATED this Day of 20...

Guarantor 2:

Name:

Address:

.....

Signature

DATED this Day of 20...

Guarantor 3:

Name:

Address:

.....

Signature

DATED this Day of 20...