

APPLICATION FOR CREDIT ACCOUNT

Advanta Group Pty Ltd T/A Advanta Commercial Furniture

ABN 37 614 068 227 - ACN 614 068 227

COMMERCIAL CLIENTS ONLY

To Be Completed By Applicants -

Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Date:	 	
Contact person:		
·		
Position:	 	
Requested Credit Limit:		



Thank you for your application for a Credit Account with Advanta.

COMPANY Details:				
Client's Trading Name				
Client's Full or Legal Name:				
Nature of Organisation:	Sole Trader _	Partnership _	Company _	Trust _
ABN Number				
ACN Number (if company)				
Phone Number:				
Fax Number:				
E-mail:				
Physical Address:				
	STATE		POSTCODE_	
Billing Address:				
	STATE		POSTCODE_	
Date Business Established:				
Paid up Capital:				
Contact Person for Accounts:				
Total No. of Employees:				
Number of Sales Staff:				
Company Website URL				
Business Type: F.g. Office Furniture Retailer. C	Ontract Furniture	P Dealer Fitout Co	mnany	



please tick

Details of:	OWNER	(if Sole Trader)		
	PARTNERS	(if Partnership)		
	DIRECTORS	(if Company)		
	TRUSTEE	(if a Trust)		
1.				
Full Name:				
D.O.B.:				_
Home Address:				_
	STATE_		POSTCODE	
Home Phone:				_
Mobile Phone:				_
2.				
Full Name:				
D.O.B.:				
Home Address:				
Home Address.				
Home Address.	STATE_		POSTCODE	_
Home Phone:	STATE		POSTCODE	_



continued...

3.			
Full Name:			
D.O.B.:			
Home Address:			
	STATE	POSTCODE	
Home Phone:			
Mobile Phone:			
4.			
Full Name:			
D.O.B.:			
Home Address:			
	STATE	POSTCODE	
Home Phone:			-
Mobile Phone:			



Trade Credit References:

Please provide three (3) credit references (excluding Credit Cards, Fuel Suppliers, Landlord, Power & Phone)

1.	
Business Name:	
Address:	
	STATEPOSTCODE
Phone:	Email:
Fax No:	Average Monthly Purchases (\$):
2.	
Business Name:	
Address:	
	STATEPOSTCODE
Phone:	Email:
Fax No:	Average Monthly Purchases (\$):
3.	
). 	
Business Name:	
Address:	
	STATEPOSTCODE
Phone:	Email:
Fax No:	Average Monthly Purchases (\$):



I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Advanta Group Pty Ltd T/A Advanta Commercial Furniture which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.

SIGNED: (Proprietor / Partner / Director) Full Name:		
Date	Position	
WITNESS TO CLIENT'S SIGNA	TURE	
SIGNED:		
Full Name:		
Date		

Personal/Directors Guarantee and Indemnity



IN CONSIDERATION of Advanta Group Pty Ltd T/A Advanta Commercial Furniture and its successors and assigns ("the Supplier") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Client") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- 1. **GUARANTEE** the due and punctual payment to the Supplier of all monies which are now owing to the Supplier by the Client and all further sums of money from time to time owing to the Supplier by the Client in respect of goods and services supplied or to be supplied by the Supplier to the Client or any other liability of the Client to the Supplier, and the due observance and performance by the Client of all its obligations contained or implied in any contract with the Supplier, including but not limited to the Terms & Conditions of Trade signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to the Supplier the Guarantor will immediately on demand pay the relevant amount to the Supplier. In consideration of the Supplier agreeing to supply the goods and/or services to the Client, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to the Supplier registering any interest so charged. The Guarantor irrevocably appoints the Supplier and each director of the Supplier as the Guarantor's behalf which the Supplier may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY the Supplier on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Supplier in connection with:
 - (a) the supply of goods and/or services to the Client; or
 - the supply of goods and of services of the Chief, of the recovery of monies owing to the Supplier by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to the Supplier's nominees contract default fee and legal costs; or
 - (c) monies paid by the Supplier with the Client's consent in settlement of a dispute that arises or results from a dispute between, the Supplier, the Client, and a third party or any combination thereof, over the supply of goods and/or services by the Supplier to the Client.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 3. I/We have received, read and understood the Supplier's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- 4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to the Supplier by the Client and all obligations herein have been fully paid satisfied and performed.
- 5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Supplier's part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client's obligations to the Supplier, each Guarantor shall be a principal debtor and liable to the Supplier accordingly.
- If any payment received or recovered by the Supplier is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Supplier shall each be restored to the position in which they would have been had no such payment been made.
- 7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- 8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to the Supplier.
- 9. I/we irrevocably authorise the Supplier to obtain from any person or company any information which the Supplier may require for credit reference purposes. I/We further irrevocably authorise the Supplier to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Supplier as a result of this Guarantee and Indemnity being actioned by the Supplier.

The above information is to be used by the Supplier for all purposes in connection with the Supplier considering this Guarantee and Indemnity and the subsequent enforcement of the same

 The above information is to be used by the Supplier for all purposes in connection with the Supplier considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1 SIGNED:	GUARANTOR-2 SIGNED:
FULL NAME:	FULL NAME:
HOME ADDRESS:	HOME ADDRESS:
DATE OF BIRTH:	DATE OF BIRTH:
SIGNATURE OF WITNESS:	SIGNATURE OF WITNESS:
NAME OF WITNESS:	NAME OF WITNESS:
OCCUPATION:	OCCUPATION:
PRESENT ADDRESS:	PRESENT ADDRESS:
EXECUTED as a Deed this day of 20	EXECUTED as a Deed this day of 20

Note: 1. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

2. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

Advanta Commercial Furniture – Terms & Conditions of Trade

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Definitions
"Supplier" means Advanta Group Pty Ltd T/A Advanta Commercial
Furniture, its successors and assigns or any person acting on behalf
of and with the authority of Advanta Group Pty Ltd T/A Advanta
Commercial Furniture

The personn's or any person acting on behalf of and

Commercial Furniture.

Cibient' means the person's or any person acting on behalf of and with the authority of the Client requesting the Supplier to provide the Goods, Equipment and/or Services as specified in any proposal, quotation, order, invoice or other documentation, and:
if there is more than one Client, is a reference to each Client jointly 1.2 66 (a)

ieverally; and Client is a part of a Trust, shall be bound in their capacity as a 6.7

the Client's executors, administrators, successors and (c) includes 1.3

includes the Client's executors, administrators, successors and permitted assigns.

7. Goods' means all Goods or Services supplied by the Supplier to 7.1 the Client at the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be 7.2 interchangaelie for the other).

7. Price' means the Price payable (plus any GST where applicable) for the Goods as agreed between the Supplier and the Client in accordance with clause 5 below.

7. ST' means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).

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2.3

"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1990" (Cth).

Acceptance
The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.
These terms and conditions may only be amended with the consent 7.4 of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the 7.5 Client and the Supplier

The State of the Supplier only on the terms and conditions of trade herein to the exclusion of anything to the 7.6 contrary in the terms of the Client's purchase order, indwithstanting that any such purchase order is placed on terms that purport to override these terms and conditions of trade herein to the exclusion of anything to the 7.6 contrary in the terms of the Client's purchase order, indwithstanting that any such purchase order is placed on terms that purport to override these terms and conditions of rade individually but not limited to, any reference to enforcing any form of suggested 7.7 liquidated damages).

None of the Supplier's agents or representatives are authorised to make any representations, statements, conditions or contracts not expressed by the manager of the Supplier inwiting nor is the Supplier but the supplier's time Form, and there is any inconsistencies between the two documents then if there are any inconsistencies between the two documents then if there are any inconsistencies between the two documents then if there are any inconsistencies between the two documents then are the provisions of the state of the conditions of the case of the state of the conditions of the conditions of the conditions of the case of the conditions of t

(a) (b)

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Electronic signatures shall be deemed to be accepted by either 7.8 party providing that the parties have compiled with Section 9 of the Electronic Transactions Act 2003 or any other applicable provisions of that Act or any Regulations referred to in that Act.

7.9 The Client accepts that due to constant improvement of the Goods offered by the Supplier, that the Supplier reserves the right to alter designs or materials used without notice.

The Supplier accepts no liability in the event of a dispute of payment from a third party supplier where Materials are provided by the Client for the purposes of the Services. All such claims must dealt 8. (acted) with the Client.

8.1

directly with the Client.

Errors and Omissions

The Client acknowledges and accepts that the Supplier shall, (a) without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):

estuding from an inadvertent makek made by the Supplier in the 8.2 formation and/or administration of this contract, and/or

(b) 3.2

formation and/or administration of this contract, and/or contained informitted from any literature [hard copy and/or electronic] supplied by the Supplier in respect of the Services.

8.3 in the event such an error and/or ormission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or (a) wiful misconduct of the Supplier; the Client shall not be entitled to treat this contract as repudiated nor render it invalid. (b) Change in Control

The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but (c) not limited to, changes in the Client's ame, address, contact prione or fax number/s, change of trustees or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.

or fax number/s, change of trustees or business practice). The Client shall be lable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause. Price and Payment
At the Supplier's sole discretion, the Price shall be either:
At the Supplier's sole discretion, the Price shall be either:
At the Supplier's sole discretion, the Price shall be either:
At the Supplier's sole discretion, the Price shall be either:
At the Supplier's sole discretion that the Supplier to the Client; or the Supplier sole shall be price sole that the Client sequence that the Client requests the Supplier to package the Goods then the (e) Supplier reserves the right to change a reasonable fee for meeting the Clients request.

The Supplier reserves the right to change the Price if a variation to (f) the Supplier's quotation is requested. Any variation from the plan of scheduled Services or specifications (including, but not limited to, (g) any variation as a result of additional Services required due to unforseen circumstances such as changes to design, quantity to be supplied or as a result of any increase to the Supplier in the cost of materials (including but not limited to cost movements) and labourly will be charged for on the basis of the Supplier's quotation and will be shown as variations on the invoice. The Client shall be 9 required to respond to any variation submitted by the Supplier within ten (1) working days. Failure to do so will entitle the Supplier of the cost of the variation to the Price. Payment for all variations must be made undergoes the of the cost of the variation to the Price. Payment for all variations with the Supplier and the specification with the Supplier and the specification with the Supplier and the account. Until such time as a credit facility is approved, a deposit may be required as per clause 5.5 and/or payment for the Goods to be made before delivery occurs.

In the event that the supply of Goods request exceeds the Clients or alternative payment method.

At the

(d)

be payable by the which was been which may be: on delivery of the Goods: on the Goods: before delivery of the Goods: by way of instalments/progress payments in accordance with the Supplier's payment schedule; thirty (30) days following the end of the month in which a statement is delivered to the Client's address or address for notices; the date specified on any invoice or other form as being the date for the Client's address or address for notices; the date specified on any invoice or other form as being the date for the Supplier. (e)

the date specime of any invoice of which is seven (7) days payment, or failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Supplier. Payment may be made by cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and the Supplier he Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withold payment of any invoice because part of that invoice is in dispute. (f) 5.7

Supplier nor to withhold payment of any invoice because part of that invoice is in dispass state the Price does not include GST. In addition to the Price, the Client must pay to the Supplier and amount equal to any GST the Supplier must pay for any supply by the Supplier under 9.5 pay GST, without deduction or set off of any other amounts, at the 9.6 same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be 9.7 applicable in addition the Client must pay any other taxes and duties that may be 9.7 applicable in addition the thrice.

applicable in addition to the Finder except where they are opened applicable in addition to the Finder.

9.8 Delivery Or Goods

9.8 Delivery Or Delivery Of the Goods is taken to occur at the time that: the Client or the Clients nominated carrier takes possession of the 9.9 Goods at the Supplier's address, or the Supplier for the Supplier's nominated carrier oblivers the Goods to the Client's nominated address even if the Client is not present at 10 the Client's nominated address even if the Client is not present at 10 the Client's not present at 10 the 10 the Client's not present at 10 the Client's not present at 10 the Client's not present at 10 the 10

address. 10. the Supplier's sole discretion, the cost of delivery is in addition to 10.1 the Price.

Any special conditions applicable to the delivery shall be advised in 6.3

riting by the Supplier to the Client at the time of the sale of the livery of the Goods to a third party nominated by the Client shall deemed to be delivery to the Client for the purposes of this Any time specified by the Supplier for delivery of the Coods is an 10.2 estimate only. The Client must take delivery by receipt or collection of the Goods whenever they are lendered for delivery. The Supplier will not be liable for any loss or damage incurred by the Client where the Supplier fails to deliver the Goods for any part of them) promptly 10.3 or at all. In the event that the Client is unable to take delivery of the Goods as arranged then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage.

The Supplier may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

Further to clause 6.5, the Supplier reserves the right to charge a reasonable fee for storage where Goods are held for more than one (1) week after the original delivery date.

Risk in damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's dights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enominies.

further enquiries.

If the Client requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's

sole risk.
The Client acknowledges that dimensions quoted are approximate 11.4

Due to the constant improvement of the Supplier's products, the Supplier reserves the right to alter designs or materials without

Due to the constant improvement or use coppers process. Supplier reserves the right to after designs or materials without notice.

The Client acknowledges that any issues of code compliance council or any other local authority approvals (and the costs related 11.5 thereto) in regards to product (e.g. public seating) supplied by the Supplier are the Client's sole responsibility. Where the Client has supplied goods (including overings) for the 11.6 Supplier should be considered to the considered of the considered

Title
The Supplier and the Client agree that ownership of the Goods shall (a) (b) not pass until: the Client has paid the Supplier all amounts owing to the Supplier;

and
the Client has met all of its other obligations to the Supplier.
Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has (d)

noured, cleared or recognised

been honoured, cleared or recognised. It is further agreed that, until ownership of the Goods passes to the (e) Client in accordance with clause 8.1:

the Client is only a bailee of the Goods and must return the Goods to the Supplier on request. The Client holds the benefit of the Client's insurance of the Goods on 12.

Trust for the Supplier and must pay to the Supplier the proceeds of 12.1 any insurance in the event of the Goods being lost, damaged or destroyed.

any insurance in the event of the Locus being local and insurance in the event of the Locus being local the Client must not sell, dispose, or otherwise part with possession the Client must not sell, dispose, or otherwise so thusiness and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand.

the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting norduct on trust for the benefit of the Supplier and must

resulting product on trust for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so

officeds.

the Client irrevocably authorises the Supplier to enter any premises where the Supplier believes the Goods are kept and recover 13. possession of the Goods.

13.1 the Supplier may recover possession of any Goods in transit whether or not delivery has occurred. The Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Supplier.

13.2 the Supplier may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

Personal Property Securities Act 2009 ("PPSA")

passed to the Client. Personal Property Securities Act 2009 ("PPSA") in this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

it by the PPSA.

Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security interest in all Goods and/or collateral (account) being a monetary obligation of the Client to the Supplier for Services – that have previously been supplied and that will be supplied in the future by the Supplier to the Client.

The Client undertakes to: 13.4

Induced by the supplier to the Client.

The Client undertakes to:

The Client undertakes to:

promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to- (a) date in all respects) which the Supplier may reasonably require to;

(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property (b) Securities Register;

(ii) register any other document required to be registered by the (c) PPSA; or

PPSA; or
(iii) correct a defect in a statement referred to in clause 9.3(a)(i) or
9.3(a)(ii);
indemnify, and upon demand reimburse, the Supplier for all

indemnify, and upon demand reimburse, the Suppirer iou air expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby, not register a financing change statement in respect of a security interest without the prior wither consent of the Suppiler, not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and collateral (account) in favour of a third party without the prior written consent of the Sunolier.

financing charge above.

collateral (account) in favour of a third party with the processor of the Supplier;

immediately advise the Supplier of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

The Supplier and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

terms and conditions.

The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

Unless otherwise agreed to in writing by the Supplier, the Client 14.4 waives their right to receive a verification statement in accordance with section 157 of the PPSA.

The Client must unconditionally ratify any actions taken by the Supplier under dauses 9.3 to 9.5.

Supplier under clauses 9,3 to 9.5. Subject to any express provisions to the contrary (including those contained in this clause 9), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

provisions of the PPSA.

Security and Charge
In consideration of the Supplier agreeing to supply the Goods, the
Client charges all of its rights, title and interest (whether joint or
several) in any land, realty or other assets capable of being
charged, owned by the Client either now or in the future, to secure
the performance by the Client of its obligations under these terms
and conditions (including, but not limited to, the payment of any
monaut)

The Client indemnifies the Supplier from and against all the (c) Supplier's costs and disbursements including legal costs on a

Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.

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(d)

(The Client irrewcably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorney's to perform all 1.5. necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Client's 15.4 behalf

behalf.

Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

The Client must inspect the Goods on delivery and must within (b. seven (?) days of delivery notify the Supplier in writing of any evident defect/damage, shortage in quantity, or failure to comply with these provisions, shall allow the Supplier to deem the Goods to be satisfactory and free from any defect or damage. Hor Client must notify any other allegad defect in the Goods as soon as any such defect becomes evident. Upon such notification the Client must allow the Supplier to inspect the Goods.

Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory 15 quarantees under the CCA) may be implied into those terms and (a) conditions (Non-Excluded Guarantees). ich 15.5

Guarantees.

Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no respect of the Non-Excluded Guarantees, the Supplier makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Supplier's liability in respect of these warranties is limited to the fullest extent permitted by in respect of these warranties is limited to the fullest extent permitted by the supplier's liability is limited to the extent permitted by section 64A of Schedule 2.

Schedule 2.

If the Supplier is required to replace the Goods under this clause or the CCA, but is unable to do so, the Supplier may refund any money (g) the Client has paid for the Goods.

If the Client is not a consumer within the meaning of the CCA, the (h) Supplier's liability for any defect or damage in the Goods is: limited to the value of any express warranty or warranty card provided to the Client by the Supplier at the Supplier's sole (a)

discretion; limited to any warranty to which the Supplier is entitled, if the Supplier did not manufacture the Goods; otherwise negated absolutely. Subject to this clause 11, returns will only be accepted provided discre

that. The Client has complied with the provisions of clause 11.1; and the Supplier has agreed that the Goods are defective, and the Goods are returned within seven (7) days of the delivery date at the Client's cost (if that cost is not significant); and the Goods are returned in the same condition as that in which they 15.9

were delivered.

Notwithstanding clauses 11.1 to 11.8 but subject to the CCA, the Supplier shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

the Client failing to properly maintain or store any Goods; the Client using the Goods for any purpose other than that for which they were designed;

16.1

they were designed; the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent

operator or user; the Client failing to follow any instructions or guidelines provided by

operator or user,
the Client failing to follow any instructions or guidelines provided by
the Supplier;
all and the any accident, or act of God.
Notwithstanding anything contained in this clause if the Supplier is
required by a law to accept a return then the Supplier will only
accept a return on the conditions imposed by that law.

16.2 Intellectual Property
Where the Supplier has designed, drawn or developed Goods for
the Client, then the copyright in any designs and drawings and 47.
documents shall remain the property of the Supplier. Under no
17.1 incrumstances may such designs, specifications or instructions
divided the express written approval of the Supplier. Under no
17.1 he Client warrants that all designs, specifications or instructions (b)
given to the Supplier will not cause the Supplier in finding any
patent, registered design or trademark in the execution of the (c)
Client's order and the Client agrees to indemnify the Supplier in
17.1 he Client agrees that the supplier may (at no cost) use for the
purposes of marketing or entry into any competition, any
18.1 for the Client
Default and Consequences of Default
Interest on overdue invoices shall accrue daily from the date when
18. and a half percent (2.5%) per calendar month (and at the Supplier is
sold discretion such interest shall compound monthly at such a resolution after swell as before any judgment.
18 the Client boush therest shall compound monthly at such a resolution after as well as before any judgment.

and a riale picture (1,2%) per dealers in moring rial at the supplier sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes the Supplier and promote the Client shall indemnify (1 the Client owes the Supplier assists and disbursements income (a) the place of the client shall indemnify (b) the picture of the client shall be disbursements income (b) the client shall be disbursements income (b) the client shall be lightly and the client basis, the Supplier in recogning the cleek (including but not limited to internal administration fees, legal costs on a solitour and own client basis, the Supplier so contract default fee, and bank dishonour fees). Further to any other rights or remedies the Supplier may have under this contract, if a Client has made payment to the Supplier, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further (c) costs incurred by the Supplier under this clause 13 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client shall be liable for the contravention to the Client shall be liable for the Supplier shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Supplier shall whether or not due for payment, become immediately payable if:

19.

19.

payable if:

any money payable to the Supplier becomes overdue, or in the 19.1 Supplier's opinion the Client will be unable to make a payment when it falls due:
the Client has exceeded any applicable credit limit provided by the Supplier's the Client has exceeded by the Supplier's the Client has exceeded any applicable credit limit provided by the Supplier.

the Client has exceeded any applicable credit limit provided by the Supplier; the Client 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; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client

Client.

Cancellation
Without prejud

Cancellation Without prejudice to any other remedies the Supplier may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Supplier may suspend or terminate the supply of Goods to the Client. The Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier has exercised its rights under

Client suffers because the outpries needed.

The Supplier may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written or verbal notice to the Client, on giving such notice the Supplier shall repay to the Client any money paid by the Client for the Goods not already supplied. The Supplier shall not be liable for any loss or damage whatsoever anising from such cancellation.

Unless otherwise agreed in writing the Client shall have no right to

supplier shall not be claute to any loss of usinalize whatsoever arising from such cancellation withing the Client shall have no right to carcal and with the client shall have no right to carcal and order which has been accepted by the Supplier once production has commenced, or an order has been placed.

19.7 In the event that the Supplier accepts the Client's request to cancel an order, the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Supplier as a direct result of the cancellation (founding, but not limited to, any loss of profits).

Cancellation of orders for Goods made to the Client's specifications, or for non-stocked items, will definitely not be accepted once production has commenced, or an order has been placed.

19.9

production has commenced, or an order has been placed.

Privacy Act 1988

The Client agrees for the Supplier to obtain from a credit reporting

by (CRB) a credit report containing personal credit information anne, address, D.O.B, occupation, previous credit olications, credit history) about the Client in relation to credit wided by the Supplier. provided by the Supplier.

The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:

corporates for the following purposes: to assess an application by the Client; and/or to notify other credit providers of a default by the Client; and/or

to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit

of this credit account, where the client is in desaut with other countries are considered and conflict worthiness of the Client including the Client's repayment history in the preceding two (2) years. The Client consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit. The Client agrees that personal credit information provided may be used and relationed by the Supplier for the following purposes (and the provision of Goods, and/or analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, direct debit facilities and/or "more simple or an unawment instructions, dir

allours issues in relation to the provision of Goods, allour or processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or enabling the collection of amounts outstanding in relation to the Goods.

The Supplier may give information about the Client to a CRB for the

following purposes: to obtain a consumer credit report; allow the CRB to create or maintain a credit information file about

provider to the Client; whether the credit provider is a licensee;

type of consumer credit; details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account

credit (e.g. date of commencement/termination of the credit account and the amount requested); advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Supplier has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); information that, in the opinion of the Supplier, the Client has committed a serious credit infiningement; advice that the amount of the Client's overdue payment is equal to or more than one hundred and hifty dollars (\$150).

The Client shall have the right to request (by e-mail) from the Supplier:

Supplier: a copy of the information about the Client retained by the Supplier and the right to request that the Supplier correct any incorrect

a copy of the information about the Cuert resulted by the Corporation and the right to request that the Supplier correct any incorrect information, and the right to request that the Supplier obes not disclose any personal information about the Client for the purpose of direct markeling. The Supplier will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulf the obligations of this contract or is required to be maintained and/or stored in accordance with the law. The Client can make a privacy compliant by contacting the Supplier via e-mail. The Supplier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

Unpaid Seller's Rights
Where the Client has left any item with the Supplier for repair, modification, exchange or for the Supplier the sort or eceived or been tendered the whole of any monies owing to the Supplier rapaid: a lien on the item; and

a lien on the item; and the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. The lien of the Supplier shall continue despite the commencement of proceedings, or judgment for any monies owing to the Supplier having been obtained against the Client.

Service of Notices

Any written notice given under this contract shall be deemed to have been given and received: by handing the notice to the other party, in person; by leaving it at the address of the other party as stated in this

by leaving it at the address or time outer party to contract; by sending it by registered post to the address of the other party as stated in this contract; if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the

transmission:
if sent by email to the other party's last known email address.
Any notice that is posted shall be deemed to have been served
unless the contrary is shown, at the time when by the ordinary
course of post, the notice would have been delivered.

course of post, the notice would nave users users/users.
If the Client at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any frust ("Tust") then whether or not the Supplier may have notice of the Trust, the Client covenants with the Supplier as follows:
the contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the frust fund, the Client has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the fund fundament or commit any breach of trust or be a party to any

against the Irust or the trust fund. The Client will not release the ingit of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity. The Client will not without consent in writing of the Supplier (the Supplier will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events; (i) the removal, replacement or retirement of the Client as trustee of the Trust.

us use ITUST.

(iii) any alteration to or variation of the terms of the Trust;

(iii) any advancement or distribution of capital of the Trust; or

(iv) any resettlement of the trust property.

General

(iv) any resettlement of the trust property.
General
The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. 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.
These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia, in which the Supplier has its principal place of business, and are subject to the jurisdiction of the cours of Western Australia. Subject to date out to subject of the subject of these terms and conditions and/or expense (including loss of profil) suffered by the Client arising out of a breach by the Supplier of these terms and conditions accordance with clause 23, irrespective of any such mention to, in the Client's purchase order provided at the time of acceptance. The Supplier may leace and dron rasign all or any part of its rights and/or obligations under this contract without the Client's consent. The Client cannot licence or assign without the written approval of the Supplier may elect to subcontract out any part of the Services.

19.5 the Supplier

the Supplier.

The Supplier may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of the Supplier's sub-contractors without the authority of the

understands that they have no autonoty to give any instruction, any of the Supplier's sub-contractors without the authority of the Supplier.

The Client agrees that the Supplier may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to lake effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for the Supplier to provide Goods to the Client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

Soft parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to it does not be are not insolvent and that this contract creates

them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.