

TITUS TEKFORM PTY. LIMITED.

A.C.N. 168 439 647 ABN 67 168 439 647



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Prestons, NSW 2170
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QLD
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CREDIT ACCOUNT APPLICATION

The information contained in this form will be treated in strict confidence.

FULL COMPANY NAME

REGISTERED OFFICE ADDRESS

.....

A.C.N. ABN

If the applicant is Trustee of a Trust please provide the following

Name of Trust.....ACN.....

If the applicant is a sole trader please provide Date of Birth of Owner.....

The principal owners and directors of the business are:

	SURNAME	GIVEN NAMES	ADDRESS	PHONE
1.
2.
3.

BUSINESS ADDRESS

.....

DELIVERY ADDRESS

.....

.....

BUSINESS TELEPHONE

BUSINESS FACSIMILE

BUSINESS E-MAIL

LOGON E-MAIL

Contacts

COMPANY MANAGER

PURCHASING MANAGER

COMPANY ADMINSTRATOR

ACCOUNTS SUPERVISOR

MARKETING MANAGER

Credit References

SUPPLIER	TELEPHONE NUMBER	EMAIL	FACSIMILE NUMBER	MONTHLY PURCHASES
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1.

2.

3.

Comments

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Titus Tekform Pty. Ltd. Terms and Conditions of Sale are attached. Please read them before signing this Application.

The person signing this Application below states that they are authorised to sign and confirm that the information provided is true and correct to the best of their knowledge. and they agree to be bound by the Terms and Conditions.

Application made by

Date

Titus Tekform Pty. Limited – Internal Use Only

Branch NSW QLD VIC

Sales Representative

Credit Limit \$

PPSR.....

Authorised by

TERMS AND CONDITIONS OF SALE

EFFECTIVE 19TH JANUARY , 2016

1. DEFINITIONS

In these Terms and Conditions of Sale:-

- (a) "the Company" means Titus Tekform Pty. Limited (A.C.N. 168 439 647 - ABN 67 168 439 647) and includes its agents, employees, successors and assigns and may also be referred to as "Us", "We" or "Our".
- (b) "Purchaser" means any person, firm or corporation that has requested the supply of Goods or services from the Company and includes employees, agents, successors, administrators and assigns of the Purchaser and may also be referred to as "You" or "Your".
- (c) "Goods" means any item, of whatsoever nature, which is available for sale to the Purchaser by the Company.
- (d) "Terms and Conditions" means the terms and conditions contained herein or any amendments or variations in accordance with Clause 2 and 28 hereof.
- (e) Words importing the singular include the plural and vice versa and words importing any gender include all genders and words importing a person include a firm or corporation and vice versa.
- (f) Headings are provided for convenience of reference only and shall not affect the meaning of or construction hereof.

2. GENERAL

- (a) Notwithstanding anything contained in any order or other document from the Purchaser, these conditions shall be the only terms, conditions or warranties applicable with the exception of any amendments agreed to by the Company in writing.
- (b) The Company may refuse to sell the Goods whether or not part of a contract has been performed where the Goods are unavailable, for any reason, a non-complying order is received or the Purchaser has defaulted under the Company's terms of credit.
- (c) An order for the sale of Goods shall identify the Goods ordered, the quantity required and refer to any quotation pursuant to which the order is made. The Company may supply Goods that vary from the Goods ordered by the Purchaser and the Purchaser must accept the Goods supplied provided that such variations are not material.
- (d) No Order may be cancelled, modified or deferred without the Company's prior written consent and if such consent is given, the Purchaser agrees to reimburse the Company for all losses, including loss of profits, and paid a cancellation and restocking fee (being not less than 25% of the invoice value of the Goods).

3. THE COMPANY'S COMMITMENT TO THE PURCHASER

- (a) The Company agree to sell the Goods to the Purchaser in good working order.

4. PRICE

- (a) Unless otherwise stated in writing, the price of the Goods shall be the price ruling at the date of delivery.
- (b) Any price for Goods will not include the Goods and Services Tax ("GST") which will be charged as a separate item.
- (c) The Company shall be entitled, without notice to the Purchaser, to adjust the selling price of the Goods whether before or after acceptance of the Goods, in the event of and to take account of any increase in the cost of any of the following items:-
 - (i) the manufacturer's price to the Company;
 - (ii) freight, including cost of over-carriage;
 - (iii) insurance;
 - (iv) exchange rates;
 - (v) quarantine, customs or port charges; and,
 - (vi) duty, charge or levy in respect of the import of Goods or charges in the classification or value of Goods for customs purposes.
- (d) All prices are exclusive of delivery and handling charges. Delivery charges are negotiated on a Purchaser by Purchaser basis. The minimum value for orders outside metropolitan areas is \$250.
- (e) A minimum invoice value of \$50 is applicable. Invoices valued below \$50 will attract an administration charge of \$10.

5. TERMS OF PAYMENT

- (a) Subject to Clause 5(b) hereof, the Goods shall be paid for before delivery irrespective of whether delivery is a part or all of a contract.
- (b) The Company may, in its discretion, agree to sell the Goods on credit to the Purchaser.
- (c) If the Company agrees to sell the Goods on credit to the Purchaser, unless otherwise agreed by the Company and the Purchaser:-
 - (i) payment shall be made within thirty (30) days from the date of the statement of account;
 - (ii) the Purchaser shall not deduct any sum from the amount due on any invoice or statement for any reason whatsoever.
- (d) (i) If the Purchaser defaults in any payment or commits any act of bankruptcy or being an incorporated company passes a resolution for winding up (except for the purpose of reconstruction) or a petition is presented for its winding up, then all moneys owing and outstanding to the Company on any account whatsoever shall become immediately due and payable.
 - (iii) In addition, the Company may without prejudice to its other rights, either suspend further deliveries, require payments in advance for all such deliveries or terminate any contract forthwith by written notice to the Purchaser.
- (e) After forty-five (45) days, outstanding invoices will bear interest at the rate of fifteen per centum (15%) per annum calculated monthly.
- (f) If the Purchaser does not pay the invoice in full by the payment due date, the Company may charge, in addition to any other costs recoverable under these Terms and Conditions any costs and expenses (including any commission payable to any commercial or mercantile agents and legal costs) incurred by the Company in recovering any unpaid amounts under these Terms and Conditions.
- (g) The Company is entitled to set off against any amount the Company owes the Purchaser on any amount owed to the Company by the Purchaser or any amount owed to the Company by any of the Purchaser's related bodies corporate.

6. DEFAULT

If –

- (a) the Goods are not paid for in accordance with these Terms and Conditions or any other written agreement between the Purchaser and the Company; or
 - (b) The Company receives notice of, or reasonably believe that a third party may attempt to levy execution against or attach the Goods; or,
 - (c) any other event occurs which is likely to adversely affect the Purchaser's ability to pay for the Goods (including but not limited to the appointment of a receiver, receiver and manager, administrator, controller, liquidator, provisional liquidator, trustee or similar person (each an "insolvency representative") to the Purchaser's undertaking),
- then the Company may at any time thereafter, without notice to the Purchaser and without prejudice to any other rights which

the Company may have against the Purchaser, terminate any contract relating to the Goods.

7. FUTURE DEALING

Unless otherwise agreed in writing by the Company and notwithstanding any terms appearing in documentation provided by or on behalf of the Purchaser, the terms and conditions appearing herein shall be incorporated by implication into all subsequent agreements by the Company to supply the Purchaser with Goods.

8. WARRANTIES

- (a) Nothing contained in this warranty shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of the Goods of all or any of the provisions of Schedule 2 of the Australian Consumer Law 2010, previously Part V of the Trade Practices Act, 1974 (as amended) or any relevant State or Territory statute which by law cannot be excluded, restricted or modified PROVIDED THAT to the extent that any such statute permits the Company to limit its liabilities to compensate or indemnify any person for breach of a condition or warranty implied thereby, then the respective liabilities of the Company for such breach shall be limited to the replacement of the Goods or the supply of equivalent Goods.
- (b) Subject to Clause 8(a) hereof and any legislation to the contrary:-
 - (i) representations and agreements not expressly contained herein shall not be binding upon the Company as conditions, warranties or representations; all such conditions, warranties and representations on the part of the Company, whether express or implied, statutory or otherwise, whether collateral or antecedent or otherwise are hereby expressly negated and excluded;
 - (ii) the Company shall be under no liability to the Purchaser for any loss (including but not limited to loss of profits and consequential loss) or for damage to persons or property or for death or injury caused by any act or omission (including negligent acts or omissions) of the Company or the Company's agents;
 - (iii) the Purchaser shall indemnify the Company against any claims made against the Company by any third party in respect of any such loss, damage, death or injury as is set out in Clause 8(b)
 - (iv) hereof and the Purchaser further agrees to indemnify the Company against all losses and expenses which the Company may suffer or incur due to the failure of the Purchaser fully to observe its obligations under this contract.

9. PURCHASER AS TRUSTEE

If the Purchaser carries on business as trustee of a trust then the Purchaser warrants that:

- (a) the Purchaser enters into the contract as trustee of a trust;
- (b) the Purchaser has all requisite powers to enter into the contract;
- (c) the beneficiary of the trust approves the purchase of the Goods on the terms and conditions of the contract; and,
- (d) the assets of the trust are available to the Company in satisfaction of any debt incurred by the Purchaser.

10. DELIVERY

- (a) The Company will make all reasonable efforts to have the Goods delivered to the Purchaser on the date agreed between the Company and the Purchaser as the delivery date.
- (b) Any date named or accepted by the Company for completion, delivery, despatch, shipment or arrival of the Goods or for tender of any documents is an estimate only and does not constitute a condition of the contract or part of the description of the Goods.
- (c) The Company shall be under no liability whatsoever should delivery not be made on such date and shall not be liable for any loss (including consequential loss) for failure or delay in delivery.
- (d) In no case shall the Company be liable for any amount payable by the Purchaser to a third party as a result of a failure or delay in delivery by the Company due to any cause whatsoever.

11. RISK AND TITLE IN THE GOODS

- (a) The risk in the Goods purchased shall, unless otherwise agreed in writing, pass to the Purchaser upon delivery to the Purchaser or his agent or to a carrier commissioned by the Purchaser.
- (b) The Goods are entirely at the Purchaser's risk from the date of delivery or the date upon which the Purchaser is notified the Goods are available for delivery, whichever comes first. If the Purchaser refuses to take delivery of the Goods, the Purchaser shall be liable for all loss and damage (including consequential loss and damage) suffered or incurred by the Company as a result thereof, including all storage and handling costs and at the Company's discretion will charge a restocking fee of 25% of the purchase price.
- (c) If the Purchaser are purchasing the Goods, the Purchaser acknowledges that the Company own the Goods and retain title to the Goods (even if the Purchaser goes into liquidation or becomes bankrupt) until the Goods have been paid for in full.

12. RETENTION OF TITLE AND PPSA

- (a) In this Clause 12, the following definitions apply:-
 - (i) "Excluded Interest" any mortgage, charge or other encumbrance over real property or personal property (tangible or intangible) that is not a Security Interest, including non-consensual liens and mortgages over real property;
 - (ii) "PPSA" means the Personal Property Securities Act 2009 (Cth);
 - (iii) "PPS Register" means the Personal Property Securities Register;
 - (iv) "Purchase Money Security Interest" has the same meaning as under the PPSA;
 - (v) "Registration Commencement Time" has the same meaning as under the PPSA; and,
 - (vi) "Security Interest" has the same meaning as under the PPSA.
- (b) Property in each of the Goods, including any legal or equitable interest does not pass to the Purchaser until the full amount due for those Goods has been paid to the Company, despite that:-
 - (i) risk in the Goods passes to the Purchaser under Clause 11;
 - (ii) the Company may issue a document to the Purchaser; and,
 - (iii) the Purchaser is in possession of the Goods.
- (c) Until the full amount due for those Goods has been paid to the Company:-
 - (i) the Purchaser must store those Goods so as to show clearly that it is the property of the Purchaser; and,
 - (ii) the Purchaser must insure the Goods for their full insurable value against loss or damage by fire, theft, accident and other such risks;
 - (iii) the Purchaser must, at its expense, take all necessary precautions to keep the Goods safe and free from damage by fire, water, accident, vermin or reckless or malicious damage;

- (iv) the Purchaser is bailee of those Goods and must not sell, encumber or allow any security interest, including a lien, to be created over those Goods without the prior written agreement of the Company and then only in the ordinary course of business.
- (d) If the Purchaser has not received the proceeds, it assigns to the Company all rights against the person owing the proceeds.
- (e) The Purchaser irrevocably authorises the Company (at any time if there has been a default, or otherwise during business hours) to enter any premises upon which:-
 - (i) the Company's Goods ordered by the Purchaser are stored:-
 - (A) to inspect the Goods; and
 - (B) if the Purchaser has breached these Terms and Conditions, to reclaim possession of the Goods.
 - (ii) the Purchaser's records relating to the Goods are held, to inspect and copy the records.
- (f) Until the Company has received payment for the Goods in full, the Purchaser acknowledges that the Company shall have a Purchase Money Security Interest which attaches over such Goods and their proceeds and a Security Interest in relation to other amounts owed by the Purchaser to the Company.
- (g) For the avoidance of doubt, after the Registration Commencement Time, the company may register its Purchase Money Security Interest and Security Interest on the PPS Register established by the PPSA and, where necessary, amend the registration.
- (h) Legal and beneficial ownership of the Goods will remain with the Company and will not pass to the Purchaser until the Company has received in full (cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are or which may be come due to the Company from the Purchaser on any credit or other account with the Company or pursuant to these Terms.
- (i) The Purchaser acknowledges that it must sign a document incorporating these Terms and Conditions and if it does not sign such a document it must adopt or accept these Terms and Conditions by conduct.
- (j) The Purchaser must not grant any other person a Security Interest in respect of the Goods.
- (k) The Purchaser must not allow an Excluded Interest to exist over the Goods.
- (l) The Purchaser agrees to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) which the Company asks and considers necessary for the purposes of:-
 - (i) ensuring that a Security Interest created under these Terms and Conditions is enforceable, perfected and otherwise effective; or
 - (ii) enabling the Company to apply for any registration, or give any notification, in connection with a Security Interest created under these Terms and Conditions so that the Security Interest has the priority required by the Company, including anything the Company reasonably asks the Purchaser to do in connection with the PPSA.
- (m) To the extent permitted by law, if the PPSA applied, the Purchaser irrevocably waives any rights the Purchaser may have to:-
 - (i) receive notices or statements under Sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA;
 - (ii) redeem the Goods under Section 142 of the PPSA;
 - (iii) reinstate these Terms and Conditions under Section 143 of the PPSA; and,
 - (iv) receive a verification statement (as defined in the PPSA).
- (n) With the exception of Clause 23 and solely to preserve their confidentiality, to the extent allowed under Section 275(1) of the PPSA, the Purchaser and Company agree that neither will disclose information if requested by a third party.
- (o) If the Purchaser fails to make full payment for any Goods supplied by the Company, the Company is entitled to possession of those Goods and may recover and sell those Goods. The Purchaser must place those Goods at the disposal of the Company and is entitled to enter upon any premises of the Purchaser and remove those Goods.

13. FAULTY GOODS AND CLAIMS FOR RETURN OR CREDIT

- (a) The Purchaser shall inspect the Goods immediately upon delivery and carry out any tests that a prudent Purchaser would carry out.
- (b) The Purchaser shall give written notice to the Company of any alleged or irregularity in quantity or description, or any faults or defects within five (5) working days from the delivery.
- (c) If no notice is given by the Purchaser to the Company in accordance with Clause 13(b) hereof, the Purchaser shall be deemed to have accepted the Goods and the Purchaser shall lose any right to reject the Goods or claim any remedy whatsoever (including damages) against the Company.
- (d) All claims for credit for damaged, defective or short delivery Goods or for Goods to be returned must be notified to the Company immediately.
- (e) The Company will not accept claims that are not notified in accordance with Clause 13(d) hereof within five (5) working days of delivery.
- (f) The Goods must be returned, at the cost of the Purchaser, to the Company site from where they were purchased.
- (g) Goods returned for credit and accepted by the Company will be subject to handling charges of an amount equivalent to ten per centum (10%) of the credit claimed.
- (h) If Goods are not returned after fourteen (14) days of notification of the claim to the Company the Purchaser shall not be entitled to any credit.
- (i) Unless otherwise agreed, no request for credit will be approved until a representative of the Company has inspected the Goods on which the credit is claimed.
- (j) Until the inspection referred to in Clause 13(i), the Purchaser is responsible for maintaining proper care of the Goods in question.
- (k) The Company will not accept claims for damaged or defective Goods or for Goods returned where the Purchaser has not maintained proper care of the delivered Goods.
- (l) The Purchaser acknowledges and agrees that Goods produced/manufactured on the Purchaser's instruction, Goods damaged or lost in transit, non-returnable Goods ordered specifically for the Purchaser, Goods altered or damaged by the Purchaser are not acceptable for return or credit.

14. LIABILITY OF THE COMPANY

Any liability of the Company with respect to the Goods shall arise in accordance with the Terms and Conditions only and shall be limited to the replacement of the Goods or the payment of the cost of replacing the Goods or acquiring equivalent Goods, as the Company may elect.

15. INDEMNITY AND EXCLUSION OF LIABILITY

- (a) Subject to clause 15(c), and except as expressly provided to the contrary in these Terms and Conditions, all guarantees, terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise, relating to these Terms and Conditions or its subject matter are excluded to the maximum extent permitted by law.
- (b) Nothing in these Terms and Conditions excludes, restricts or modifies any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by any legislation which cannot lawfully be excluded or limited.
- (c) Where the Company is not able to exclude a guarantee, term, condition, warranty, undertaking, inducement or representation imposed the Purchaser's remedy for a breach of the Non-Excludable Provision, then the Company's liability for breach of the Non-Excludable Provision is limited to (at the Company's election):
 - (i) in the case of Goods, the repair or replacement of the Goods or the supply of substitute Goods (or the cost of doing so); or,
 - (ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- (d) Subject to the Company's obligations under the Non-Excludable Provisions and to the maximum extent permitted by law, The Company's maximum aggregate liability for all claims under or relating to these Terms and Conditions or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, is limited to an amount equal to the fees paid by the

Purchaser under these Terms and Conditions. In calculating the Company's aggregate liability under this clause, the parties must include any amounts paid or the value of any goods or services replaced, repaired or supplied by Us for a breach of any Non-Excludable Provisions.

- (e) Subject to clauses 15(c) and 15(d), the Company will not be liable to the Purchaser for any consequential, indirect or special loss or damage, loss of actual or anticipated profits or revenue, loss of business, business interruption, wasted costs the Purchaser has incurred, amounts that the Purchaser is liable to its customers for or any loss suffered by third parties under or relating to these Terms and Conditions or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.
- (f) The Purchaser are liable for indemnifying the Company against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against the Company and any environmental loss, cost, damage or expense) in respect of:
 - (i) personal injury;
 - (ii) damage to property; or
 - (iii) a claim by a third party,

in respect of the Purchaser's use of the Goods or the Purchaser's breach of these Terms and Conditions. The Purchaser's liability under this indemnity is diminished to the extent that the Company's breach of these Terms and Conditions or the Company's negligence causes the liability, claims, damage, loss, costs or expenses.

- (g) Each indemnity in these Terms and Conditions is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of these Terms and Conditions. It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by these Terms and Conditions.
- (h) The Company will not be liable to the Purchaser for any acts or omissions of any person supplied by the Company where that person is acting under the Purchaser's direction and control and the Purchaser indemnifies the Company against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Us and any environmental loss, cost, damage or expense) arising from or incurred in connection with such acts or omissions.

16. INTELLECTUAL PROPERTY

All Intellectual Property in any Material displayed in store on the Company's website is the property of the Company, its advertisers or third party providers. Unless expressly authorised under these Terms, the Purchaser may not reproduce, adapt, modify, display, perform or distribute any Material or any part of any Material.

17. CLAIMS BY THE PURCHASER UPON THE COMPANY

The Purchaser shall not be entitled to make any claim upon the Company if any amounts are outstanding from the Purchaser to the Company.

18. SEVERABILITY

In the event that any term or provision cannot be given effect for any reason then the term or provision or part which cannot be given effect shall be severed and read down restrictively and the remaining terms, conditions and provisions shall remain valid and binding on the parties.

19. WAIVER

No waiver of a term or provision of any contract shall be construed as a continuing waiver of the term or provision.

20. LAW AND JURISDICTION

These Terms are governed by the laws of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of that State in respect of any proceedings arising in connection with these Terms and Conditions. Each party waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

21. SECURITY

- (a) As security for the Purchaser's obligations and liabilities under these Terms and Conditions, the Purchaser hereby charges for the due and punctual payment and performance of those obligations and liabilities, all of the Purchaser's legal and equitable interest (both present and future) of whatsoever nature held in any and all real property.
- (b) Without limiting the generality of the charge in this clause, the Purchaser agrees, on the Company's request, to execute any documents and do all things necessary required by the Company to register a mortgage security or other instrument of security over any real property and against the event that the Purchaser fails to do so within a reasonable time of being so requested, the Purchaser irrevocably and by way of security, appoints any credit manager or solicitor engaged by the Company to be the Purchaser's true and lawful attorney to execute and register such instruments.
- (c) The Purchaser will indemnify the Company on an indemnity basis against all costs and expenses incurred by the Company in connection with the preparation and registration of any such charge and mortgage document.

22. WAIVER OF BREACH

No failure by the Company to insist on strict performances of any of the terms in these Terms and Conditions is a waiver of any right or remedy which the Company may have, and is not a waiver of any subsequent breach or default by the Purchaser.

23. PRIVACY

- (a) The Company is committed to protecting the privacy of the Purchaser's personal information not only because of our legal and ethical commitment to compliance with the law but because the Company knows that the Purchaser cares how information is used and shared. The Company does not sell, rent, share, or otherwise disclose personally identifiable information in violation of the commitments set forth in this Privacy Statement.
- (b) The Company collects and holds the following types of personal information:
 - (i) information about individuals who are Purchasers or target Purchasers as given to the Company by those individuals or obtained in the public domain from other sources such as magazines and newspaper; and,
 - (ii) information about roles, means of communication with and personal attributes of officers, employees and other representatives of corporations with whom we deal, collected incidentally in the course of dealing with those corporations.
- (c) The information is held in hard copy and electronic records in data storage systems which permit lawful access only by those company officers, employees and contractors who need access to perform their functions. It is destroyed when it is no longer useful or it is unreliable and cannot be corrected.
- (d) The Company gathers personal information about the Purchaser for the purposes of:
 - (i) marketing, supplying or delivering our products to the Purchaser;
 - (ii) carrying our repair work, which the Purchaser has requested;
 - (iii) prevent theft of the Company's Goods;
 - (iv) improving and developing our products; and,
 - (v) expanding the Company's business.
- (e) The Company shares personal information with wholly owned subsidiaries of Titus Tekform and as described below. All Titus Tekform subsidiary companies are subject to this Privacy Statement and follow practices described in this Privacy Statement.
- (f) The Company may, from time-to-time, employ other companies and individuals to perform functions on the Company's behalf. For example the Company may retain a third party contractor to deal with Purchaser enquiries, product orders and deliver our products to you. In these circumstances the Company may disclose personal information to such companies and individuals to enable them to deliver services on the Company's behalf.
- (g) The Purchaser consents to the Company disclosing the Purchaser's personal information to any credit provider or credit reporting agency for the purposes of obtaining information about the Purchaser's consumer or commercial credit business history or the Purchaser's commercial activities or credit worthiness; and,
- (h) The Purchaser is able to request access to their personal information, in accordance with the National Privacy Principles in the *Privacy Act* 1988. If the Purchaser wishes to access their personal information please contact the Company's Administration Manager. A \$25 administration fee will be charged for the retrieval of any personal information.
- (i) The Company will only collect personal information to the extent deemed reasonably necessary to serve the Company's legitimate business purposes. The Company will store any information that the Purchaser provides securely and will not sell or release it to any other business or person.

24. FORCE MAJEURE

- (a) Deliveries may be totally or partially suspended by the Company during any period in which the Company may be prevented or hindered from making delivery through any circumstances outside its reasonable control, including but not limited to strikes, lockouts, raw material shortages, accidents or breakdowns of plant or machinery.
- (b) During the period of total or partial suspension of delivery, the Purchaser may purchase elsewhere, at its own cost and risk, such quantities of alternative Goods as may be necessary to cover its requirements during such period in substitution for the Goods not delivered by the Company.
- (c) Whether or not the Purchaser makes these arrangements, the Company shall not be under any liability in respect of such suspension and in particular the Company shall be under no obligation to deliver at any future date any Goods not delivered during the period of suspension.

25. ADVICE

- (a) Subject to Clause 8 hereof, any advice, recommendation, information or assistance provided by the Company in relation to the Goods or their use or application (except to the extent that the Company has expressly agreed in writing to provide the same) is given in good faith and is believed by the Company to be appropriate and reliable.
- (b) Any such advice, recommendation, information or assistance is provided without liability or responsibility on the part of the Company.

26. ENTIRE AGREEMENT

These Terms and Conditions comprises the entire agreement between the parties. No additional terms and conditions (including any terms contained in any purchase order supplied by the Purchaser) apply to the sale of the Goods unless the Terms and Conditions are varied in accordance with clause 28.

27. NO RELIANCE

Subject to clauses 15(a) and 15(c), the Purchaser acknowledges that neither the Company nor any person acting on behalf of the Company have made any representation or other inducement to the Purchaser to enter into these Terms and Conditions and have not entered into these Terms and Conditions in reliance on any representations or inducements (including in relation to the use of the Goods) except for those representations contained in these Terms and Conditions.

28. VARIATION

From time to time, the Company may wish to vary these Terms. If the Company intend to do so, the Company will give the Purchaser 28 days' written notice of the Company's varied terms. If the Purchaser has reasonable grounds to believe the change will be detrimental to the Purchaser's rights, the Purchaser may terminate these Terms and Conditions without penalty within 28 days of receiving the Company's written notice. Any other variation of these Terms must be agreed in writing by the Purchaser and the Company.

29. ASSIGNMENT

- (a) The Company may assign these Terms and Conditions to any third party without the Purchaser's consent (including a Related Body Corporate).

(b) Where the Purchaser is an individual acquiring Goods or services wholly or predominantly for personal, domestic or household use or consumption, then the Company may assign these Terms and Conditions to a Related Body Corporate providing that Related Body Corporate has the financial and operational resources to comply with these Terms and Conditions. If the Purchaser has reasonable grounds to believe the assignment will be detrimental to the Purchaser's rights, the Purchaser may terminate these Terms and Conditions without penalty by giving the Company 28 day's written notice that the Purchaser wishes to terminate the Terms and Conditions.

30. PREVIOUS EDITIONS

This edition of these Terms and Conditions replaces and supersedes all previous editions of the Terms and Conditions the Company have issued.

31. DISCLAIMER

The use of the website is intended for users over the age of 18. The Purchaser must ensure that the Purchaser's access to, or use of, the website is not illegal or prohibited by laws, which apply. The Purchaser must take precautions to ensure that the process, which the Purchaser employs for accessing the website, does not expose the Purchaser to risk of viruses, malicious computer code or other forms of interference, which may damage the Purchaser's computer system. The Company takes no responsibility for any such damage which may arise in connection with the Purchaser's use of the website.

Due to changing market forces and other extenuating circumstances that affect product availability and prices stability, the Purchaser reserves the right to withdraw any product the Company advertises and change prices without any notice.

Information contained throughout the website and in the Company's database is believed to be accurate and reliable at the time of publishing. There may be misprint, human errors and omissions. The Company reserves the right to make changes and corrections to prices, produces and specifications without notice.

The website may contain links to other websites. Those links are provided for convenience only and may not remain current or be maintained. The Company will not be responsible for the content or privacy prices associated with the linked Websites.