DRIVEN ENGINEERING
ATA GALVAPIER

50 ALLINGHAM STREET, CONDELL PARK,
NSW 2200
ABN: 22 681 772 421

CREDIT ACCOUNT APPLICATION

To be completed by Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

DATE: _____ **REF No.**_____

CLIENT'S TRADE NAME: _____

CLIENT'S FULL or LEGAL NAME:_____

Phone:_____ **Fax:**_____

Mobile:_____ **Email:**_____

Billing Address: _____ **Physical Address:** _____

_____ _____

State: _____ **Postcode:**_____ **State:** _____ **Postcode:**_____

COMMERCIAL CLIENTS ONLY-
Accounts Payable Detail

ABN/ACN Number: _____

Requested Credit Limit:_____ **Date Established:**_____

Contact 1:_____ **Contact 2:** _____

Position:_____ **Position:** _____

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company) OR TRUSTEE (If a Trust)

Full Name: _____ **Full Name:** _____

Home Address: _____ **Home Address:** _____

State:_____ **Postcode:**_____ **State:**_____ **Postcode:**_____

ID: _____ **Date of Birth:** _____ **ID:** _____ **Date of Birth:** _____
(Driver's License, Passport, etc.) **(Driver's License, Passport, etc.)**
A copy of the Director's driver's license MUST be attached to this application form.

A copy of the Director's driver's license MUST be attached to this application form.

TRADE REFERENCE

Business Name 1: _____ **Address or A/C No:** _____

Phone: _____ **Fax:**_____

Business Name 2: _____ **Address or A/C No:** _____

Phone: _____ **Fax:**_____

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 Supplier 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 (CLIENT): _____ **SIGNED (SUPPLIER):** _____

Name: _____ **Name:** _____

Position: _____ **Position:** _____

WITNESS TO CLIENT'S SIGNATURE:

Signed: _____ **Name:** _____ **Date:** _____

PO Box 460, Moorebank NSW 1875 • Phone: 0412 247 233

Special Conditions

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Driven Engineering Pty Ltd ATA Galvapier ATA Galvapier ATA Galvapier and its successors and Assigns ("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") UNCONDTIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to the Supplier of all moneys 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 Driven Engineering Pty Ltd ATA Galvapier ATA Galvapier the Guarantor will immediately on demand pay the relevant amount to the Supplier. In consideration of the Supplier agreeing to supply the Goods to the Client, the Guarantor charges all of its right, title and interest (jointly and severally) 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 all 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 including but not limited to the Supplier registering a caveat over any land or realty with the land registry in each and every state the Guarantor has land or realty. The Guarantor acknowledges that, for the purposes of section 20(2)(b)(ii) of the PPSA, any PPSA security interest registered will be granted over all PPSA personal property of the Guarantor's present and after-acquired property. The Guarantor irrevocably appoints the Supplier and each director of the Supplier as the Guarantor's attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document and/or dealing on 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;
   (c) register a caveat over any land or realty with the land registry in each and every state the Guarantor has land or realty; or
   (d) correct a defect in a statement, document or caveat referred to in clauses 1(a),1(b) or 1(c).
2. **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
   (b) the recovery of moneys 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 costs of collection and legal costs; moneys 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.
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 moneys owing to the Supplier by the Client and all obligations herein have been fully paid satisfied and performed and are not affected, released, or discharged if the Guarantor assigns or transfers the benefit of any agreements with Driven Engineering Pty Ltd ATA Galvapier ATA Galvapier .
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Supplier 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.
6. 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 Acknowledge that 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.
10. To secure payment of all monies which may become payable to the Supplier by the Guarantor under this Guarantee and Indemnity, the Guarantor charges all of the Guarantor's interest (freehold and leasehold) in land and personal property held now or in the future. If a demand is made upon me/us by the Supplier, I/we will immediately execute a mortgage, or other instruments of security, or consent to a caveat, as requested by the Supplier. If I/we fail to execute a mortgage, or other instruments of security, or consent to a caveat, within a reasonable time of bring so requested, I/we irrevocably and by way of security appoint any credit manager or solicitor engaged by the Supplier or employee of the Supplier to be our true and lawful attorney to execute and register such documents, instruments and/or dealings. I/we consent to any caveat being lodged against any interest in law or real property owned by me/us to protect the interest under this Guarantee and Indemnity. I/we waive all rights inconsistent with anything in this Guarantee and Indemnity.
11. 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.
12. I/we have read and fully understand the above clauses as well as the Supplier's Terms & Conditions of Trade.
13. The Client and Guarantor understand that the address of the property given is owned/under mortgage to said Guarantor listed.
14. I/we agree and acknowledge that for the purpose of assessing whether to accept me/us as guarantor for credit provided to the Supplier, the Supplier may obtain from a credit reporting agency a credit report containing personal information about me/us.
15. The Supplier is at liberty from time to time to charge the account of the Client with all costs, charges and expenses, legal or otherwise that the Supplier incurs in connection with:
   (a) the account of the Client;
   (b) this Guarantee and Indemnity;
   (c) any other security in respect of the indebtedness of the Client to the Supplier.
16. The Guarantor agrees to pay the Supplier's costs and disbursements incurred in recovering monies secured by this Guarantee and Indemnity and/or any other document signed by the Client, including the Supplier's Terms & Conditions of Trade. Costs include debt recovery agency fees and legal costs.
17. The Supplier will have the right to proceed against the Guarantor under this Guarantee and Indemnity, irrespective of whether demand of the Client to pay has

been made and with or without notice to the Client, as if the primary liability for any money owing was the Guarantors' own. Further, the Supplier will have the right to proceed against the Guarantornotwithstanding any other rights it may have in relation to the recovery of the amounts hereby guaranteed.

Further to clause 10 of this Guarantee and Indemnity and Clause 23 of the Supplier's Terms & Conditions of Trade, the Client and Guarantor, understand that the address of the property given is under/under mortgage to the said Guarantor that is listed as follows:

Date: _____

Guarantor 1

Name: _____

Address of Property to be used as Security: _____

Folio Identifier of Property: _____

Date: _____

Guarantor 2

Name: _____

Address of Property to be used as Security: _____

Folio Identifier of Property: _____

GUARANTOR -1

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

GUARANTOR -2

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

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 members.

***In order to verify your name & signature, please provide a valid copy of your current driver's licence.**

Terms & Conditions of Trade

1. Definitions

1.1 **Additional Fees** means any fee as may be charged by the Supplier in accordance with clause 7.3 of these Terms and Conditions.

1.2 Agreement means this these Terms and Conditions and any Purchase Order, Credit Account Application, Guarantee and Indemnity, and schedules and annexures to it, as relevant and amended and substituted from time to time.

1.3 Bank Fee means any charges incurred by the Client from their financial institution which includes but is not limited to: dishonour fees, interest, overdraft fees, foreign transaction fees.

1.4 Bank Account means the Client's nominated bank account for Direct Debit payments.

1.5 Banking Day means a day other than Saturday or Sunday, or a public holiday or bank holiday in New South Wales.

1.6 Card means the Client's nominated credit or debit card for Direct Debit payments.

1.7 CCA means the *Competition and Consumer Act 2010* (Cth), including the Australian Consumer Laws contained in schedule 2 of the CCA.

1.8 Client means the person or entity specified on a Purchase Order or Credit Account Application (as relevant), or any person acting on behalf of and with the authority of the Client requesting the Supplier to provide the Goods or Services as specified in any proposal, quotation, order, invoice or other documentation.

1.9 **Credit Account Application** means an application for credit with the Supplier.

1.10 Completion Date means the last day of a hiring term specified under a Purchase Order, Credit Account Application or a request by the Client in writing (as relevant), or otherwise the date as agreed between the Client and the Supplier in writing or deemed to be agreed by the Client and the Supplier by operations of any terms and conditions.

1.11 Consultancy/ Retainer Agreement or CA means the Consultancy/ Retainer Agreement entered into between the Supplier and Client.

1.12 Consequential Loss mean all forms of indirect loss including loss of revenue, loss of profits, failure to recognise profits or savings and any other commercial and economic loss, howsoever caused.

1.13 Damage, in relation to defects in Goods, means substantial structural damage only, such as breakage, but does not include any minor or cosmetic imperfections, such as chips or minor wear and tears.

1.14 Delivery of Goods or Delivery has the meaning given in clause 8.1 of these Terms and Conditions.

1.15 Debit Day means the day that payment by the Client is due.

1.16 Direct Debit means the regular payment authorised by the Client for the Supplier to draw and collect payment from their Bank Account or Card on the Debit Day by provided the signed Authority to Charge a Credit Card to the Supplier in a similar form as annexed to these terms and conditions as Annexure "A", or otherwise provided or amended from time to time.

1.17 **Driver Contract Agreement or DCA** means the Driver Contract Agreement entered into between the Supplier and the Client.

1.18 **Force Majeure Event** means any event beyond a Party's reasonable control, including a/an fire, storm, flood, earthquake, explosion, accident, act of God, act of a public enemy, terrorist act, war, rebellion, insurrection, sabotage, epidemic, pandemic, quarantine restriction, government restriction, transportation embargo, power failure, failure of telecommunications network, malicious cyber-attacks, breakdown of plant or machinery, restrictions or delays affecting delivery of the Supplies, default of suppliers or subcontractors, shortage or unavailability of raw materials from normal sources of supply or the amendment or coming into force of any regulatory provision affecting the import or export of the Supplies or any ingredients or materials for production of the Supplies, and strike by third party employees other than a subcontractor or supplier of that Party, but in each case, provided always that the Party is without fault in causing the relevant event and the event, or its effects, could not have been prevented by reasonable precautions by that Party.

1.19 Guarantee and Indemnity means each of guarantee and indemnity given by the Guarantor in the Personal/Directors Guarantee and Indemnity Form and in clause 25 of these Terms and Conditions.

1.20 Guaranteed Monies has the meaning given in clause 25.2(a) of these terms and conditions.

1.21 Insurance has the meaning given in clause 9.2.

1.22 **Interest Rate** means the pre-judgment interest rate prescribed under Section 100 of the *Civil Procedure Act 2005 (NSW)* and Rule 36.7 of the *Uniform Civil Procedure Rules 2005 (NSW)*, as published from time to time, and shall not exceed the maximum rate permissible by law.

1.23 Invoice Due Date has the meaning given in clause 7.13.

1.24 Goods means all Goods to be supplied by the Supplier (whether by sale and/or hire and/or any other service listed in this Agreement) to the Client pursuant to an Order made by the Client from time to time.

1.25 GST means Goods and Services Tax (GST) as defined within A New Tax System (Goods and Services Tax) Act 1999 (Cth).

1.26 **Guarantor** means each person(s) specified on the Personal/Director's Guarantee and Indemnity Form whom guarantees the performance of the Client's obligations under the Purchase Order or Credit Account Application (as relevant) and these terms and conditions.

1.27 **Jobsite** means the Client's or any third parties jobsite(s) in which the Goods will be located from time to time

1.28 **Master Services Agreement or MSA** means the Master Services Agreement entered into between the supplier and the client.

1.29 **Minimum Hire Period** means the period specified on the invoices, quotation, authority to hire, or any other forms as provided by the Supplier to the Client.

1.30 **Order** means an order for the supply of Goods and/or Services made by the Client to the Supplier in accordance with clause 3 of these Terms and Conditions.

1.31 **Order Variation Request** has the meaning given in clause 4.2 of these Terms and Conditions.

1.32 **Personal/Directors Guarantee and Indemnity Form** means a document in a similar form annexed and marked "A" to these Terms and Conditions.

1.33 **Price** means the Price payable (plus any GST) for the hire or purchase of Goods or provision of Services as agreed between the Supplier and the Client in accordance with clause 7 of these terms and conditions.

1.34 **Price Variation Notice** has the meaning given in clause 7.5.

1.35 **Price Variation Notice Period** means 10 days from the date the Price Variation Notice is served to the Client by the Supplier.

1.36 **PPSA** means the Personal Property Securities Act 2009 (Cth).

1.37 Privacy Policy means the Client's privacy policy which is available on their website

1.38 **Project** means each Client site at which Goods and/or Services are provided.

1.39 **Purchase Order** means the document whereby the Client makes an Order pursuant to these Terms and Conditions

1.40 **Security** means in the form of cash, retention moneys, a security interest registration pursuant to the PPSA, an irrevocable and approved unconditional bank guarantee from a financial institution approved by the Supplier, or other form of security in the amount and form as determined by the Supplier from time to time.

1.41 **Service** means a notice or other communication given:

(a) by email;
(b) in person; or
(c) by post,

pursuant to clause 26.

1.42 **Services** means the services to be provided by the Supplier (whether in relation to sale and/or hire of Goods and/or any other service listed in this Agreement) to the Client pursuant to an Order made by the Client from time to time.

1.43 **Supplier** means the person or entity stated on the purchase order providing the services.

1.44 **Terms and Conditions** means these Terms and Conditions of trade and schedules and annexures to it, as amended and substituted from time to time.

1.45 **Trust** means where the Client is part of an arrangement where the Client carries on its business on behalf of a trust or otherwise acts as a trustee, either express, implied or otherwise.

1.46 **Variation Notice** has the meaning given in clause 2.16(a).

1.47 **Variation Notice Period** means 30 days from the date the Variation Notice is served to the Client by the Supper.

2. Interpretation and Operations of Terms and Conditions

General Operation

2.1 Capitalised terms have the meanings specified in clause 1 of these Terms and Conditions.

2.2 To the extent that there is any conflict between these Terms and Conditions and a Purchase Order or Credit Account Application (as relevant), the provisions of these Terms and Conditions shall prevail, unless as expressly specified otherwise in the 'Special Conditions' section of the Purchase Order or Credit Account Application (as relevant).

2.3 Specifying anything with the words "including" or similar expression does not limit what else is included unless express wording to the contrary.

2.4 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.

2.5 If any provision under these Terms and Conditions shall become invalid, void, illegal or deemed unenforceable under the laws, then:

(a) that provision is severed from these Terms and Conditions to the extent necessary to remove the invalidity or illegality; and

(b) the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

2.6 These Terms and Conditions and any contract to which they apply shall be governed by the laws of New South Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of the New South Wales.

2.7 Subject to clause 12 the Supplier shall be under no liability whatsoever to the Client for any indirect and/or Consequential Loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Supplier of these Terms and Conditions (alternatively the Supplier's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods hired).

2.8 The Supplier may reasonably licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent.

2.9 The Client cannot licence or assign their rights and obligations without the written approval pursuant to clause **Error! Reference source not found.**.

2.10 The Supplier may elect to subcontract out of 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 Supplier.

2.11 Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.

2.12 Electronic signatures shall be deemed to be accepted by either party provided that the parties have complied with Section 9 of the Electronic Transactions Act 2000 (NSW), including any other applicable provisions of that Act or any Regulations referred to in that Act.

Agreement

2.13 The Client is taken to have accepted this Agreement and is immediately bound by these Terms and Conditions on the earlier of:

(a) the Client placing an Order for the Goods and/or Services for the first time;

(b) the Client accepting an invoice issued by the Supplier to the Client pursuant to clause 7.1 of these Terms and Conditions; or

(c) the Client accepting the Goods and/or Services.

2.14 The Client acknowledges these Terms and Conditions:

(a) apply to any Order for the Goods and/or Services placed by the Client;

(b) is taken to be incorporated into a Purchase Order or Credit Account Application (as relevant) and the Personal/Directors Guarantee and Indemnity Form; and

(c) govern the relationship between the Supplier and the Client in relation to an Order.

2.15 The Client agrees and acknowledges that:

(a) they apply to the Supplier for a credit facility;

(b) they have read and understood the Terms & Conditions and agrees to comply with these Terms & Conditions as amended from time to time;

(c) if they enter into a Direct Debit arrangement, it is also bound by the Terms and Conditions of the direct debit service agreement;

(d) the Supplier acting reasonably may withdraw further credit at any time without notice;

(e) where it comprises more than one person or company, agrees that each such person and company is jointly and severally liable for all or any monies owing by the Client from time and time to the Supplier;

(f) if the Client is a part of a Trust, the Trust shall be bound in their capacity as a trustee and is required to adhere to clause 24 of these Terms and Conditions;

(g) it includes the Client's executors, administrators, successors and permitted assigns;

(h) they agree the obligation to pay will be a continuing obligation notwithstanding any change in the constitution of the Client and all parties excluding the Supplier to this agreement are deemed to be the Client;

(i) they warrant all information provided in the application form is complete, true and correct and acknowledges that the Supplier has relied on this information in considering whether to approve the application for credit; and

(j) they agree where the Supplier has extended credit, the Supplier may require the Client to provide Security. The Security provided under this Agreement is for due and proper performance of this Agreement by the Client. The Supplier may have recourse to the Security provided by the Client in respect of an amount due and payable, or which the Supplier reasonably believes is due and payable by the Client to the Supplier under or in connection with this Agreement which remains unpaid. The Supplier shall not be liable for any Loss occasioned by such recourse.

2.16 **Variation**

(a) The Client agrees that the Supplier may, acting reasonably, amend these Terms and Conditions by notifying the Client in writing and providing amended terms and conditions. These changes shall be deemed to take 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.

(b) Upon receipt of a Variation Notice, the Client may within the Variation Notice Period elect to terminate the Order, these Terms and Conditions, and any other agreement between the Supplier and the Client.

(c) Where the Client exercises its right to terminate under clause (b) , the Completion Date shall be varied to the date that is the end of the Variation Notice Period,

(d) The Client acknowledges and agrees that where it has received a Variation Notice from the Supplier and it has not elected to terminate an Order and these Terms and Conditions, the varied terms and conditions shall take effect on the date following the end of the Variation Notice Period.

3. Orders

3.1 The Client may place an Order from the Supplier pursuant to the following:

(a) if the Client is a new Client placing an Order for the first time, by duly executing and delivering a Purchase Order or Credit Account Application (as relevant) to the Supplier; or

(b) if the Client is an existing client placing subsequent Order(s), by submitting a request to the Supplier in writing.

4. Errors and Omissions

4.1 The Client acknowledges that:

(a) the Client is responsible for the accuracy and completeness of any information submitted by the Client to the Supplier under an Order, including but not limited to information in relation to quantity, dimension, or any specification of Goods or scope of Services detailed in that Order; and

(b) except as a result of the Supplier's omission or gross negligence, the Supplier may hold the Client liable in respect of any loss, damage, liability, or cost suffered or incurred by the Supplier pursuant to any error or omission by the Client under an Order.

4.2 Upon becoming aware of any error or omission under an Order, the Client must, as soon as practicable, submit a request to the Supplier for the variation of that Order in writing

4.3 On receipt of an Order Variation Request from the Client, the Supplier may, subject to its evaluation of the consequences of the requested variation, accommodate the request.

5. Change in Control

5.1 If the Client has placed an Order via a Credit Account Application, the Client must give the Supplier no 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 not limited to changes in the Client's name, address, contact phone or fax number/s, change in trustees, or business practice.

5.2 The Client shall be liable for any reasonable and direct loss, damage, liability or cost suffered or incurred by the Supplier as a result of the Client's failure to comply with clause 5.1, to the extent that such loss or cost is a reasonably foreseeable consequence of the non-compliance.

5.3 The Supplier reserves the right to terminate this agreement upon providing 14 days' written notice if, in the Supplier's reasonable opinion, the change in control of the Client creates:

(a) A conflict of interest;

(b) A material risk to the Supplier's commercial or operational interests; or

(c) Any other reasonably justified business concern that materially affects the Supplier's ability to continue the relationship.

6. Brochures and Promotional Material

6.1 The Client acknowledges and agrees that:

(a) description and illustrations in the Supplier's brochures, promotional material and advertising are not to be taken as an exact representation of the articles described and are intended to present a general idea of the Goods;

(b) all drawings, brochures and electronic information supplied are informative only; and

(c) all samples, illustrations, designs and specifications supplied to the Client by the Supplier remain the property of the Supplier and may not be copied, reverse engineered, disassembled, reproduced or used in part or whole without the prior written consent of the Supplier.

6.2 To the extent permitted by law, the Supplier accepts no responsibility for the accuracy of illustrations, designs, samples, weights, dimensions, capacities and other particulars of the Goods, and will not be responsible for the cost of additional work, direct or consequential loss, liability, cost or damage pursuant to any variation in the Goods or otherwise than as depicted in brochures and promotional material.

7. Price and Payment

7.1 The Client agrees to pay the Price on any invoice issued by the Supplier to the Client in respect of an Order placed by the Client.

7.2 For the avoidance of doubt, the Price invoiced to the Client shall be determined on basis of the Supplier's quoted price as accepted by the Client when an Order is made by the Client (subject to clauses 7.3 to 7.8 of these Terms and Conditions) plus any Additional Fees and any such other costs charged pursuant to these Terms and Conditions (as relevant).

7.3 The Supplier reserves the right to charge the following Additional Fees to the Client in accordance with the following rates:

Fee Description	Amount of Fee (exclusive of GST)	Timing of Fee
Administrative Fee	A flat rate of $100 + GST per week applies for each Project for the duration of the hire period. By way of example only: If the hire is in relation to two (2) Projects for a hire period of four (4) weeks, then the total Administration Fee charged will be a total of $800 plus GST, calculated by multiplying the flat rate of $100 plus GST per week by the total number of Projects (x2) and the total weeks under the hire period (x4).	The fees will be payable on the first invoice for the initial hire period. If any additional hire is required, the Additional Fees will be payable on the invoice issued in respect of the additional hire and covering the duration of the additional hire period.

7.4 Any Additional Fees charged to the Client shall be applied to the Price as in accordance with this clause 7 of these Terms and Conditions. The Client acknowledges and agrees that such Additional Fees are reasonable, proportionate, and reflective of the actual costs incurred by the Supplier in providing the Services under these Terms and Conditions.

7.5 Subject to clause 7.8, the Supplier reserves the right to amend its Price from time to time by giving 30 days written notice to the Client providing details of the amendments to the Price.

7.6 Upon receipt of a Price Variation Notice, the Client may within the Price Variation Notice Period elect to terminate any Order, these Terms and Conditions, and any other agreement between the Supplier and the Client.

7.7 Where the Client exercises its right to terminate under clause 7.6, the Completion Date shall be varied to the date that is the end of the Price Variation Notice Period.

7.8 The Client acknowledges and agrees that where it has received a Price Variation Notice from the Supplier and it has not elected to terminate an Order and these Terms and Conditions, the Supplier's new Price shall take effect in respect of any subsequent Order placed by the Client from the date of the Price Variation Notice.

7.9 Subject to prior notice given to the Client in writing, the Supplier reserves the right to change the Price:

(a) if an Order Variation Request is made by the Client pursuant to clause 4.2 of these Terms and Conditions and is accepted by the Supplier and the Goods or Services which are to be supplied under an Order is varied; and/or

(b) in the event of any actual and demonstrable increase to the Supplier's operational costs and expenses, including but not limited to increases in the actual costs of labour, materials, productions or fluctuations in currency exchange rates, directly affecting the provision of Services under these Terms and Conditions.

7.10 Price variations pursuant to an accepted Order Variation Request will be charged in the same manner as in accordance with clause 7 of these terms and conditions, and will be detailed in writing, and shown as variations on the Supplier's invoice. Payment for all variations must be made in full in the same manner as in accordance with clauses 7.10 to 7.15 of these Terms and Conditions.

7.11 The Client shall be responsible for, and will pay for, all costs and expenses relevant to the provision of Goods and/or Services by the Supplier to the Client, all costs associated with the Delivery of Goods, including:

(a) pickup and delivery of the Goods to and from the Supplier's depot;

(b) if necessary, loading equipment and packaging costs;

(c) any additional costs or expenses not specifically provided for in this agreement, including but not limited to, any taxes, fees, stamp duty, levy or charge imposed by government, or semi-government authority;

(d) any extra costs due to the difference between any information supplied by the Client and the actual site shall be paid by the Client;

(e) any excess or premium charged by any relevant insurance policy.

7.12 At the Supplier's sole discretion, and upon reasonable notice to the Client, a non-refundable deposit may be required.

7.13 The Client acknowledges that time for payment of an invoice issued to the Client is of the essence, and the invoice will be payable by the Client on the due date/s specified on the invoice, which may be:

(a) upon Delivery;
(b) prior to Delivery;
(c) by way of instalments/progress payments in accordance with payment schedule detailed in an invoice (as relevant);
(d) thirty (30) days following the end of the month in which an invoice is issued to the Client;
(e) the date specified on any invoice as being the date for payment; or
(f) absent a specification of a date on the invoice, the date which is seven (7) days following the date of any invoice given to the Client by the Supplier.

7.14 Payment may be made by:

(a) Cash;
(b) cheque, bank cheque, or Card (a surcharge may apply per transaction) in cleared funds; or
(c) any other method as agreed to between the Client and the Supplier.

7.15 If a Client has elected to pay by Direct Debit, they acknowledge and agree that it is their responsibility to ensure:

(a) the Bank Account and Card details provided are correct and up to update with the Supplier;
(b) the Bank Account and Card can accept direct debit payment;
(c) sufficient cleared funds are available from the nominated account and Card on the Debit Day. In the event there are insufficient funds on the Debit Day, the Client:
  (i) is liable for any Bank Fee they have incurred;
  (ii) may be liable for the Supplier's reasonable costs, fees or charges imposed or incurred by them; and
  (iii) must ensure that the missed direct debit payment is made to the Supplier within 48 hours of notice that the payment has not been made or as agreed between the parties.
(d) Notify the Supplier at least 5 business day from the Debit Day:
  (i) if they wish to change their direct debit payment details: or
  (ii) advise the Supplier if their nominated payment details have changed.
(e) If their financial institution has stopped the direct debit payment, to ensure the direct debit is reactivated as soon as practicable but no later than 2 business days of any missed payment;
(f) If the Debit Day falls on a day that is not a Banking Day, the Supplier may debit your account on the following Banking day; and
(g) Should the Supplier notify the Client that their payment details are incorrect or a payment has been missed, the Client must within 48 hours update their details and attend to payments of any missed direct debit payments up to that notice date.

7.16 The Client shall not be entitled to set off against, or deduct from any outstanding invoice, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.

7.17 Unless otherwise stated the amount due under an invoice does not include GST. The Client must pay to the Supplier an amount equal to any GST required to be paid by the Client in respect of the supply or provision of Goods and/or Services by the Supplier under an Order. The Client must pay GST on the amount due on an invoice without deduction or set off on an Invoice Due Date and by the same payment method as the Client's payment of the relevant invoice. If applicable, the Client must pay any other taxes or duties that may arise in respect of the supply or provision of Goods and/or Services, except otherwise where any such tax or duty is expressly included in the Price or invoice.

7.18 Time is of the essence with respect to all payment obligations, timeframes and deadlines pursuant to this Agreement.

8. Delivery of Goods

8.1 Delivery of the Goods is taken to occur at such time when:

(a) the Client or the Client's nominated carrier takes possession of the Goods at the Supplier's premises; or
(b) the Supplier (or the Supplier's nominated carrier) delivers the Goods to the Client's nominated address as specified in a Purchase Order or Credit Account Application (as relevant) or as otherwise directed by the Client in writing. For the avoidance of doubt, Delivery is deemed to have occurred when the Goods arrive at the Client's nominated address even if the Goods are not directly handed over to the Client or if the Client is not present at that address.

8.2 The cost of Delivery shall be borne by the Client in accordance with clause 7.11 of these terms and conditions.

8.3 The Supplier may deliver the Goods in separate stages. Each separate stage shall be invoiced and paid in accordance with the provisions in these Terms and Conditions.

8.4 Delivery in accordance with clause 8.1 of these Terms and Conditions must occur at such time agreed between the parties in writing.

8.5 The Supplier will use reasonable endeavours to deliver the Goods to the Client on or before the delivery date estimated in the Purchase Order. The estimated delivery date is not a guarantee that the Goods will be delivered or that Services will be completed by that date.

8.6 The Supplier is not liable to the Client for any delay in meeting the estimated delivery date.

8.7 In the event that the Client is unable to receive a Delivery of the Goods at the agreed time, the Supplier shall be entitled to charge a reasonable fee for:

(a) the actual costs incurred in relation to redelivery, including but not limited to freight, handling, and administrative expenses; and/or
(b) the reasonable costs of storage, including warehousing fees, security, and any associated administrative charges, where applicable.

Such fees shall be fair and proportionate to the actual expenses incurred by the Supplier in managing the delay or redelivery.

8.8 The Supplier is not liable for delay:

(a) caused or contributed to by the Client, including where the Client fails to promptly provide any relevant assistance, cooperation, and provision of access, including a Client's failure to make the Jobsite available to the Supplier for fit out or repair as planned;
(b) caused or contributed by freight providers;
(c) caused by the Client re-scheduling a build or installation date; or
(d) caused by a Force Majeure Event or by an unforeseen circumstance outside of the reasonable control of the Company.

8.9 The Client acknowledges and agrees that on the occurrence of a Force Majeure Event, the Supplier shall not be deemed to be in breach or default of this Agreement and the Supplier is entitled (without liability to the Client to delay, vary or cancel the performance of any of its obligations under this Agreement if and to the extent that it is prevented from, hindered in or delayed in the performance of any of its obligations by normal route or means of delivery or at costs commercially acceptable to the Supplier through any circumstances beyond its control, constituting a Force Majeure Event.

9. Title to the Goods and Insurances

9.1 Where these Terms and Conditions relate to the hiring of Goods by the Client from the Supplier, the Client acknowledges and accepts that:

(a) All title and ownership of the Goods are and will at all times remain with the Supplier;
(b) To the extent that the Supplier owns any additions, replacements, attachments and improvements made to the Goods in accordance with this clause, the Supplier agrees to hire such additions, replacements, attachments and improvements to the Client in accordance with these terms and conditions.
(c) The Supplier shall be entitled to remove any addition, replacement, attachment and improvement made to the Goods, and the Supplier shall not be liable in relation to any loss or damage resulting out of or in connection with such removal;
(d) the Client is fully responsible for the safekeeping of the Goods and the Client shall indemnify, and keep indemnified, the Supplier for all

direct and indirect loss, liability, cost or damage, howsoever caused, to the Goods, including as a result of theft; and

(e) the Client shall keep the Supplier indemnified against all direct and indirect losses, liabilities, costs, or damages arising under or in connection with the Client's use of the Goods or the Supplier's use of the Goods in conjunction with the provision of Services to the Client during the hire period, including all actions, proceedings, claims, damages, costs and expenses arising under or in connection with any injury to persons, damage to property, whether or not arising from any negligence, failure or omission of the Client,

however, the Client shall not be liable under clause (e) in the event of such losses occurring by reason of the Supplier's gross negligence or wilful misconduct.

9.2 Throughout the term during which the Goods are hired, the Client must take out and maintain from a reputable insurer the following:

(a) insurance(s) covering loss or damage of Goods, including but not limited to third party damage, fire, theft and burglary and any such other potential areas of liabilities as relevant;

(b) public liability insurance covering any loss, damage or injury to property arising out of or in connection with the Client's hiring of the Goods, including the use and installation of the Goods;

(c) any such other insurance covering any potential areas of liability as relevant to the Client's business and purposes for hiring the Goods, including freight, transit, or delivery-related insurance;

(d) any such other insurance as reasonably directed by the Supplier to be taken out and maintained by the Client,

9.3 Each Insurance taken out by the Client under clause 9.2 must name the Supplier as insured parties and indemnify the Supplier in respect of the Client's hire and use of the Goods.

9.4 The Client must provide to the Supplier upon request each certificate of currency of the Insurances and any such other documentation reasonably requested by the Supplier to verify that the Insurances are current and meet each Insurance requirement.

9.5 The Client agrees that it shall not use the Goods nor permit the Goods to be used in such a manner as would cause an insurer to decline any Insurance claim.

9.6 The Client agrees to return the Goods on the Completion Date.

9.7 If the Client fails to return the Goods to the Supplier on the Completion Date, then the Supplier or the Supplier's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Goods is situated and take possession of the Goods, without being responsible for any damage thereby caused. In this event, the Client is responsible for any direct or indirect losses that the Supplier suffers or incurs arising out of or in connection with the Supplier taking possession of the Goods from the Client. The Supplier may also appoint a receiver and/or manager over the Client and/or all of its present and after acquired property to enforce its rights pursuant to this and any other clause in this Agreement.

9.8 The Client is not authorised to pledge the Supplier's credit for repairs to the Goods or to create a lien over the Goods in respect of any repairs.

9.9 Where these Terms and Conditions relate to an agreement for the purchase of the Goods clause 16 of these Terms and Conditions apply.

10. PPSA

10.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

10.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in:

(a) all Goods presently in the Client's possession and custody and after-acquired Goods supplied by the Supplier to the Client;

(b) all present and after-acquired property of the Client pursuant to the charge granted by it to the Supplier under clause 11.1 and only to the extent permitted under the PPSA and applicable laws.

(c) The Client undertakes to:

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

- register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
- register any other document required to be registered by the PPSA; or
- correct a defect in a statement referred to in clause 3.0(lll)(dcxiv)• or 3.0(lll)(dcxiv)• of these terms and conditions;

(d) indemnify, and upon demand reimburse, the Supplier for all reasonable 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;

(e) not register a financing change statement in respect of a security interest without the prior written consent of the Supplier;

(f) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Supplier;

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

10.3 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.

10.4 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and132(4) of the PPSA.

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

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

10.7 The Client must unconditionally ratify any actions taken by the Supplier under clauses 10.2(c) to 10.4.

10.8 Subject to any express provisions to the contrary (including those contained in this clause 10, nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

10.9 Only to the extent that the hire of the Goods exceeds a two (2) year hire period with the right of renewal shall clause 10 apply as a security agreement in the form of a PPS Lease in respect of Section 13 of the PPSA, in all other matters this clause 10 will apply generally for the purposes of the PPSA.

11. Security and Charge

11.1 To secure payment on the Goods supplied to the Client pursuant to any Order and any punctual payment of the Client's obligations to the Supplier pursuant to this Agreement or otherwise at any time, the Client charges all of its rights, title and interest (whether joint or several) in any land, real estate, personal property or other assets capable of being charged, owned by the Client either now or in the future (including all present and after-acquired personal property), to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

11.2 The Client indemnifies, and shall keep indemnified, the Supplier from and against all the Supplier's costs and disbursements that may arise pursuant to clause 11.1, including legal costs (on an indemnity basis) from a solicitor, incurred under or in connection with the Supplier exercising its rights under this clause.

11.3 However, the Client shall not be liable under clause 11.2 in the event of such costs arising by reason of the Supplier's gross negligence or wilful misconduct.

11.4 The Client acknowledges the charge granted by it in clause 11.1 and expressly consents to any caveat or mortgage being lodged by the Supplier against any land or real property owned by the Client, either now or in the future, provided that:

(a) The Supplier has made a formal written demand for payment within seven (7) days and the Client has failed to comply with that demand; and

(b) The lodgment or registration is considered necessary by the Supplier to protect its interests arising under this Agreement.

11.5 The Client irrevocably appoints the Supplier and the Supplier (and each of its directors) expressly accepts such appointment as the Client's attorney/s for the sole purpose of:
(a) Executing any documents required to register or enforce the charge granted under clause 11.1; and
(b) Lodging or withdrawing any caveat or mortgage to protect the Supplier's interests under this Agreement.

12. Buyer Beware, Warranties Returns, and the CCA

12.1 To the fullest extent permitted by law, the Client acknowledges that:
(a) immediately upon Delivery, the Client acknowledges that it is responsible for inspecting the Goods and to notify the Supplier immediately in writing of any Damage to the Goods;
(b) upon Delivery and absent of any notification by the Client pursuant to clause 12.1(a), the Client is solely responsible for the quality, fitness for purpose and merchantability of the Goods; and
(c) other than in respect of any Goods that is the subject of a notification in clause 12.1(a), the Client will not be entitled to a refund of any payment and charges made by the Client for the purchase and Delivery of the Goods upon Delivery.

12.2 To the fullest extent permitted by law, including, but not limited to, the CCA:
(a) upon Delivery and absent of any notification by the Client pursuant to clause 12.1(a), the Goods are deemed to have been accepted, Delivered to, and received by the Client free from any damage;
(b) upon Delivery and absent of any notification by the Client pursuant to clause 12.1(a), the Client assumes all risks in relation to the Goods and is responsible for any loss, damage or liability in relation to the Goods upon Delivery; and
(c) unless as otherwise contained expressly in this document, the Supplier excludes all other representations, warranties, guarantees or terms (whether express or implied) in respect of the Goods.

12.3 The Supplier acknowledges that:
(a) the Client has statutory rights under the laws, including, but not limited to, the rights contained in the CCA; and
(b) nothing in this document seeks to limit any right or remedy as may be available for or relied upon by the Client under any laws, including the CCA which cannot be limited.

12.4 If the Client is a consumer within the meaning of the CCA, then:
(a) the Supplier's liability for failure to comply with a 'Consumer Guarantee' (as defined under the CCA) is limited, to the extent permitted by section 64A of Schedule 2, to:
(i) In the case of Goods: replacement or repair of the Goods, or the cost of replacement or repair; and
(ii) In the case of Services: re-supply of the Services or the cost of re-supply.

This limitation does not apply to any liability that cannot be excluded, restricted, or modified under the CCA.

12.5 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 the Client has paid for the Goods.

12.6 If the Client is not a consumer within the meaning of the CCA, the Supplier's liability for any defect or damage in the Goods is:
(a) limited to the value of any express warranty or warranty card provided to the Client by the Supplier at the Supplier's sole discretion;
(b) limited to any warranty to which the Supplier is entitled, if the Supplier did not manufacture the Goods;
(c) otherwise negated absolutely.

12.7 Subject to this clause 12, returns will only be accepted provided that:
(a) the Supplier has, acting reasonably, agreed that the Goods are defective or Damaged; and
(b) the Goods are returned immediately on inspection upon Delivery
(c) the Goods are returned at the Client's cost; and
(d) the Goods are returned in as close a condition to that in which they were delivered as is possible.

12.8 Notwithstanding clauses 12.1 to 12.5 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:
(a) the Client failing to properly maintain or store the Goods;
(b) the Client using the Goods for any purpose other than that for which they were designed;
(c) the Client continuing the use of the Goods after any defect or Damage became apparent or should have become apparent to a reasonably prudent operator or user;
(d) the Client failing to follow any instructions or guidelines provided by the Supplier;
(e) fair wear and tear, any accident, or act of God.

12.9 However, the Supplier shall not exclude or limit its liability under clause 12.8 to the extent that any defect or Damage arises directly from the gross negligence or wilful misconduct of the Supplier.

12.10 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.

13. Intellectual Property

13.1 Where the Supplier has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Supplier. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Supplier.

13.2 The Client warrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Supplier against any action taken by a third party against the Supplier in respect of any such infringement.

13.3 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.

13.4 The Client acknowledges and agrees that any modifications, improvements, adaptations, feedback, or suggestions made by the Client in relation to the Goods, Services, or any intellectual property owned by the Supplier (whether directly or indirectly) shall:
(a) Automatically vest in and be assigned to the Supplier upon creation;
(b) Be deemed the sole and exclusive property of the Supplier, including all associated intellectual property rights; and
(c) Where necessary, be formally transferred to the Supplier upon request, with the Client agreeing to execute all necessary documents to give effect to such transfer.

13.5 The Client waives any moral rights (to the extent permitted by law) in respect of any intellectual property created under Clause 13.4 and consents to the Supplier using, modifying, commercialising, or sublicensing such improvements without restriction.

14. Default and Consequences of Default

14.1 Interest on overdue invoices shall accrue daily, on basis of 365 days per year and calculated on the basis of actual day(s) elapsed, from the date when payment becomes due until the date on which payment has been received by the Supplier in cleared funds, at the Interest Rate per annum.

14.2 The Client acknowledges and agrees that:
(a) the interest charged under this clause is a genuine pre-estimate of the loss likely to be suffered by the Supplier due to the delay in receiving payment;
(b) such loss includes, but is not limited to, administrative costs, financing costs, and opportunity costs arising from the late payment of

invoices; and

(c) the application of interest under this clause is not a penalty but a reasonable and proportionate remedy for late payment.

14.3 If the Client owes the Supplier any money the Client shall indemnify the Supplier from and against all costs and disbursements reasonably incurred by the Supplier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Supplier's contract default fee, and bank dishonour fees).

14.4 However, the Client shall not be required to indemnify the Supplier pursuant to clause 14.3 to the extent that any such costs arise directly from the gross negligence, wilful misconduct, or wrongful act of the Supplier.

14.5 The terms of payment are strictly as noted on the date of the invoice provided by the Supplier to the Client. In the event that the Client does not pay for the goods or services supplied by the Supplier or on before the due date noted on the invoice, or as agreed in writing by the Supplier and the Client from time to time, the Supplier may through an external legal service provider, issue a written demand to the Client demanding payment within seven (7) days. In the event that a demand is issued, the Applicant must pay, in addition to the invoice sum, any legal costs incurred by the Supplier (inc GST), this being, the costs and disbursements incurred by the Supplier for having the demand issued. It is an essential term that the Client pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Client, including collection costs, debt recovery fees and legal costs on an indemnity basis.

14.6 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 costs incurred by the Supplier under this clause 14 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.

14.7 Without prejudice to the Supplier's other remedies at law 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 provided that, where reasonable and practicable, the Supplier shall give prior written notice to the Client, if:

(a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to make a payment when it falls due;

(b) the Client has exceeded any applicable credit limit provided by the Supplier;

(c) 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

(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

14.8 The Client acknowledges and agrees that clauses 14.7(a) to 14.7(d) are essential terms of this Agreement, and any breach of any of these terms and conditions by the Client shall entitle the Supplier to:

(a) Enforce its rights under clause 14.7, including the right to demand immediate payment of all amounts owing;

(b) Suspend or cancel any unfulfilled orders; and/or

(c) Terminate this Agreement and any other agreements with the Client by providing written notice.

Termination under this clause does not affect the Supplier's accrued rights otherwise set out in this Agreement, including its right to recover any outstanding amounts payable to the Client.

14.9 Where the Supplier terminates an Order, these terms and conditions, and any other agreement between the Supplier and the Client under clause 14.8, the Supplier shall not be liable for any loss, liability, damages, costs or expenses of the Client arising out of or in connection with the Supplier exercising its right to terminate under clause 14.8.

14.10 At any time after a default has occurred pursuant to this Agreement, or otherwise an essential term of this Agreement is breached by the Client, the Supplier may immediately and without notice undertake any form of enforcement action available to it by law.

15. Cancellation

15.1 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, acting reasonably and to the extent permitted under law, 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 as a result of such suspension or termination, except to the extent that such exclusion of liability is not permitted under applicable law.

15.2 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 notice to the Client. On giving such notice the Supplier shall repay to the Client any money paid by the Client for the Goods. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.

15.3 In the event that the Client cancels delivery of Goods the Client shall be liable for any direct loss incurred by the Supplier as a direct result of the cancellation (including, but not limited to, any loss of profits and any cost of materials, labour and other costs incurred by the Supplier).

(a) Goods;

(b) the cost of repairing any damage to the Goods caused by the negligence of the Client or the Client's agent;

(c) the cost of repairing any damage to the Goods caused by vandalism, or (in the Supplier's reasonable opinion) in any way whatsoever other than by the ordinary use of the Goods by the Client;

(d) any lost hire fees the Supplier would have otherwise been entitled to for the Goods, under this, or any other hire agreement.

16. Sale of Goods

16.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.

16.2 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 rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.

16.3 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.

16.4 In the case of second hand Goods, unless the Client is a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second hand Goods prior to delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by the Supplier as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that the Supplier has agreed to provide the Client with the second hand Goods and calculated the Price of the second hand Goods in reliance of this clause 16.4.

16.5 The Client acknowledges that cancellation will not be permitted in circumstances where an Order has been placed by the Client for Goods made to the Client's specifications, or for non-stock list items.

16.6 The Supplier and the Client agree that title and ownership of the Goods shall not pass until:

(a) the Client has paid the Supplier all amounts owing to the Supplier; and

(b) the Client has met all of its other obligations to the Supplier.

16.7 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 been honoured, cleared or recognised.

16.8 The Client further acknowledges and agrees that:

(a) until ownership of the Goods passes to the Client in accordance with clause 16.6, that the Client is only a bailee of the Goods and:

(i) the Client owes the Supplier the duties and liabilities of a bailee; and

(ii) the Client must return the Goods to the Supplier on request; and

(b) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for

market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of the sale on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand.

(c) the Client shall not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the 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 directs.

(d) The Client irrevocably authorises the Supplier to enter any premises where the Supplier believes the Goods are kept and recover possession of the Goods without prejudice to any other rights and remedies subsisting under these terms and conditions or relevant laws. In such an event:

(i) the Supplier shall not be liable to the Client for the tort of trespass, negligence or payment of any compensation to the Client or anyone claiming through the Client whatsoever;

(ii) the Client shall facilitate assistance to the Supplier in respect of any entry and enforcement action undertaken by the Supplier under this clause (d) of these Terms and Conditions; and

(iii) the Supplier is not required to provide notice of its intention to exercise its rights under this clause (d) ;

(iv) the Client indemnifies, and shall keep indemnified, the Supplier against all direct and indirect losses, liabilities, costs or damages sustained by any person pursuant to a recovery of Goods pursuant to this clause (d).

(e) the Supplier may recover possession of any Goods in transit whether or not Delivery has occurred.

(f) the Client shall not charge or grant an encumbrance over the Goods nor grant or otherwise give away any interest in the Goods while they remain the property of the Supplier.

(g) 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.

17. Manufacturing and Supply Services

Scope of Services

18.1. The Supplier shall manufacture and supply the products, components, or fabricated structures ("Goods") as described in any accepted quotation, Purchase Order, or written request from the Client. The Supplier shall not be required to commence or continue manufacturing unless and until the Client has accepted the Supplier's quotation in writing and provided all required information and documentation.

Client's Obligations and Responsibility for Information

18.2. The Client shall provide all specifications, architectural plans, structural drawings, dimensions, load requirements, finishes, and any other necessary documentation at the time of placing the order. The Supplier shall be entitled to rely on the accuracy, sufficiency, and completeness of the information provided.

18.3. The Supplier shall have no obligation to verify the accuracy of the Client's information, and shall not be liable for any loss, delay, defect, or additional cost arising directly or indirectly from incomplete, ambiguous, or incorrect instructions, specifications, or plans.

18.4 If the Client requests amendments to the Goods after manufacturing has commenced, the Supplier may, at its sole discretion, suspend performance and issue a revised quote. No variation shall be binding on the Supplier unless agreed in writing. The Client shall be liable for all additional costs arising from such variation, including any delay, rework, scrap, or restocking.

Design and Drawing Interface

18.5. To the extent that the manufacturing relies on the Supplier's design or detailing input (including shop drawings), the Supplier shall provide draft drawings to the Client for review and comment. The Client must respond within five (5) business days with written approval or reasonable amendment requests. Failure to respond within that timeframe shall be deemed acceptance. The Supplier shall not be liable for any consequences of errors that could have been identified during the Client's review.

Delivery and Risk

18.6. Delivery of Goods shall be deemed complete when the Goods are collected by the Client, its agent, or courier, or when delivered to the address nominated by the Client, whether or not the Client or its representative is present to accept delivery. All risk in the Goods passes to the Client upon delivery. The Supplier shall not be liable for delay in delivery caused by events beyond its control or arising from any delay, suspension, or inaction by the Client.

Standards and Disclaimer

18.7. The Supplier shall manufacture in accordance with relevant Australian Standards and accepted engineering practice. However, unless explicitly agreed in writing, the Supplier gives no warranty that the Goods are fit for any particular purpose or site condition, and the Client is solely responsible for ensuring the Goods are suitable for their intended use.

18.7. Unless expressly agreed in writing, the Supplier shall not be responsible for on-site installation, fitment, or use of the Goods, nor for integration with any third-party design, fabrication, or construction system.

Limitation of Liability

18.8. To the fullest extent permitted by law:

18.8.1. the Supplier shall not be liable for any Consequential Loss or delay, whether arising in contract, tort, negligence, statute, or otherwise;

18.8.2. the Supplier's liability in respect of any defective Goods shall be limited, at its option, to the repair, replacement, or refund of the affected Goods only;

18.8.3. the Client acknowledges and agrees that all Goods are supplied on the basis that the Client is relying on its own skill and judgment in selecting the Goods, and that no representation or warranty has been made by the Supplier that the Goods will be suitable for the Client's purpose.

19. Design and Detailing Services

Scope of Services

19.1. The Supplier shall provide scaffold or structural design services, which may include the preparation of draft and final drawings, general notes, computations, and formal design certification in accordance with applicable engineering standards and statutory requirements. The scope of design services shall be defined in the Supplier's quotation or other written communication accepted by the Client.

Engagement and Variations

19.2. The Supplier's obligation to perform design services arises only upon formal acceptance of its quotation. Any changes to the scope or deliverables must be agreed in writing, and the Supplier shall be entitled to charge additional fees for variations or revisions outside the originally agreed scope. The Supplier reserves the right to suspend work pending agreement on any revised scope or fee.

Approval Process

19.3. The Supplier shall issue draft designs or shop drawings for the Client's review and approval. The Client must respond within five (5) business days of receipt. Failure to respond shall be deemed acceptance of the draft.

19.4. The Supplier may rely on the Client's approval as full confirmation that the design meets all required site-specific, regulatory, and functional needs.

19.5. The Supplier shall not be responsible for errors, omissions, or conflicts that arise due to unapproved modifications, incorrect client input, or the actions of third parties including engineers, architects, or regulators.

Final Deliverables and Completion

19.6. Upon Client approval of the draft, the Supplier shall issue final drawings, general notes, and (where applicable) a formal design certificate. Issuance of these documents shall constitute full performance and completion of the Supplier's obligations in respect of the design service. The Supplier is not required to provide additional support, re-certification, or attendances unless otherwise agreed in writing.

Use and Reliance on Design

19.7. The Client acknowledges that the Supplier's design is based solely on information provided by the Client. The Supplier shall not be liable for any use or reliance on the design where the Client fails to provide accurate, up-to-date, or complete information.

19.8 The detailing and shop drawings may be reviewed by other parties (e.g. structural engineers, architects, certifiers), but the Supplier accepts no liability for the outcomes of such tother party's reviews. As long as the Supplier has designed, detailed, drawn as per the information provided by the Client.

19.9. The Client is solely responsible for ensuring that the design is reviewed and approved by all relevant authorities and incorporated correctly into the final construction or installation.

Intellectual Property and Restrictions on Use

19.10. All intellectual property in the design, drawings, notes, computations, certificates, and other deliverables created by the Supplier remains the sole and exclusive property of the Supplier. The Client shall not copy, modify, reproduce, share, or use any of the Supplier's documents for any project other than that for which they were issued, without the Supplier's prior written consent. Use of the Supplier's documents without consent constitutes a material breach of this Agreement.

Exclusion of Liability

19.11. To the fullest extent permitted by law, the Supplier shall not be liable for:

19.11.1. any direct or indirect loss suffered by the Client or third parties arising from the misuse or incorrect implementation of the design or shop drawings;

19.11.2. any cost, delay, rework, or damage incurred due to misinterpretation, misapplication, or alteration of the Supplier's design by others; or

19.11.3. any regulatory, site-specific, or engineering approvals not obtained by the Client.

The Supplier's total liability in connection with the design services shall not exceed the amount of the fees paid for those services.

20. Testing

20.1. Testing shall be conducted at the Certified Testing Body's discretion using methods, procedures, and facilities determined by the Australian Standards. All costs, fees, and charges associated with testing (including any third-party costs) shall be borne solely by the Client, and invoiced as an additional cost.

20.2. The Client shall provide written notice of any specific testing requirements, criteria, or compliance standards prior to order placement. The Testing Body shall be entitled to rely on the accuracy and completeness of such information, and shall not be liable for any delay, failure, or non-compliance arising from late, incorrect, or incomplete information.

20.3. Attendance by the Client or its representative at any agreed testing shall be at the Client's cost and subject to reasonable prior notice.

20.4. In the event that the Goods fail to meet agreed testing criteria due solely to a manufacturing defect, the Testing Body shall have no liability for any re-testing, rework, delay, or cost incurred as a result of failed tests unless caused solely by its proven negligence.

20.5. The Testing Body shall not be liable for any failure to meet testing outcomes or standards where such failure arises from reliance on inaccurate, ambiguous, or incomplete information provided by the Client.

21. Privacy

Privacy Act Authority

21.1 The privacy of your personal information is important to the Supplier, and we will ensure that it is held, used and disclosed in accordance with the Privacy Act 1988 (Cth) ('Act') and the Supplier's Privacy Policy.

21.2 The Supplier's Privacy Policy forms part of these Terms and Conditions and is incorporated by reference. The Client acknowledges that they have read, understood, and agreed to be bound by its terms.

21.3 The following is an outline of certain matters relating to the collection and use the Supplier and the disclosure of your personal information to the Supplier in connection with this application for credit.

Collecting your personal information

21.4 The Supplier collects personal information to assess this application for credit and if it is approved, to provide the Goods and/or Services requested. Without this information the Supplier may not be able to consider the application and/or provide the Goods and Services or credit.

Using and disclosing personal information

21.5 By submitting the credit application, the Client (if a sole trader) consents, and the Directors and Partners acknowledge and agree, that the Supplier may:

(a) Give a credit reporting agency certain personal information including:
  (i) the Client's personal identifying details;
  (ii) the fact that this application for credit has been made and the amount;
  (iii) payment which become overdue for more than 60 days and for which recovery steps have commenced;
  (iv) advice that payments are no longer overdue;
  (v) payments including cheques, credit cards and direct debits which have been dishonoured;
  (vi) court judgements or bankruptcy Orders made against the Client; that, in the opinion of HAC, you have committed a serious credit infringement; and when the Supplier ceases providing service to you.

(b) Seek from or give the Client, persons (including the Client's nominated trade referees, creditors, bankers' financiers, credit providers, mortgage and trade insurers and/or credit reporting agencies), reports, information or opinions about the Client's credit worthiness, credit standing, credit history or credit capacity and make any other inquiries as the Supplier considers reasonably necessary for such purposes;

(c) Use and disclose Client's personal information to help it provide or tell the Client about products or Services which may be of interest to the Client; for internal administration and operations; for market or customer satisfaction research;

(d) Give to a guarantor or intending guarantor of the proposed credit account such personal information about the Client's creditworthiness, history, standing, and capacity relating to the subject of the guarantee, as is necessary for the entry into or enforcement or proposed enforcement of the guarantee; and

(e) Disclose the Client's personal information to government or regulatory bodies or otherwise where this is required or authorised by law; to persons or entities involved in maintaining, reviewing and developing the Supplier's business systems, procedures and infrastructure; to debt collecting agencies, and to the Supplier's agents, contractors and advisers.

Accessing your personal information

21.6 The Client can request access/corrections to the personal information held by the Supplier at any time unless the Supplier is prevented by law from doing so. If the Supplier is unable to give the Client access to the information they have requested, the Supplier will give reasons for this decision when the Supplier responds to the Client's request.

21.7 The Supplier will destroy personal information upon the Client's request in writing (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Agreement or is required to be maintained and/or stored in accordance with the law.

21.8 The Client can make a privacy complaint by contacting the Supplier in writing 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 within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Office of the Australian Information Commissioner at www.oaic.gov.au

22. Unpaid Seller's Rights

22.1 Where the Client has left any item with the Supplier for repair, modification, exchange or for the Supplier to perform any other service in relation to the item and the Supplier has not received or been tendered the whole of any monies owing to it by the Client, the Supplier shall have, until all monies owing to the Supplier are paid:

(a) a lien on the item; and

(b) 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.

22.2 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.

22.3 The Client is obligated to inform the Supplier of the location of any material the subject of this Agreement within 24 hours of any written request by a representative of the Supplier and failure to do so, where time is of the essence, is a breach of an essential term of this Agreement.

23. Building and Construction Industry Security of Payments Act 1999

23.1 At the Supplier's sole discretion, if there are any disputes or claims for unpaid Goods then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply.

23.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.

24. Trusts

24.1 If the Client at any time upon or subsequent to entering into this Agreement is acting in the capacity of trustee of any Trust then, whether or not the Supplier has awareness of the Trust, the Client covenants with the Supplier as follows:

(a) the Agreement extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;

(b) the Client has full and complete power and authority under the Trust to enter into this Agreement 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 trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.

(c) The Client will not without consent in writing of the Supplier (not to be unreasonably withheld), 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;

(ii) 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.

25. Guarantee and Indemnity

25.1 In consideration of the Supplier agreeing to supply Goods and/or Services to the Client, each Guarantor agrees to be bound by the obligations and responsibilities as set out in the Personal/Directors Guarantee and Indemnity Form.

25.2 Each Guarantor:

(a) unconditionally and irrevocably guarantees the performance of the Client's obligations under these terms and conditions and a Purchase Order or Credit Application Form (as relevant), including the obligation by the Client to make due and punctual payment to the Supplier any amount owing by the Client to the Supplier ("Guaranteed Monies");

(b) covenants to pay the Supplier on demand any amount owing by the Client to the Supplier the Guaranteed Monies; and

25.3 Where the Personal/Directors Guarantee and Indemnity Form is signed by more than one (1) Guarantor, each Guarantor acknowledges and accepts that it shall be held jointly and severally liable with all other Guarantors for the Guaranteed Monies.

25.4 Each Guarantor indemnifies the Supplier, any receiver, or any other person appointed by the Supplier to act on the Supplier's behalf, against any reasonable and direct losses, liabilities, damages, costs or expenses (including but not limited to legal costs) suffered or incurred out of or in connection with:

(a) the exercise of any powers, rights or remedies as a result of any direct breach by the Client or the Guarantor;

(b) enforcing the Supplier's rights as a result of the Client's or the Guarantor's material breach of these terms and conditions; or

(c) the Client's failure to perform, or unreasonable delay in performing, any of the Client's obligations,

(d) under these terms and conditions, a Purchase Order or Credit Account Application Form (as relevant), the Personal/Directors Guarantee and Indemnity Form and/or relevant laws.

25.5 To secure payment of all monies which may become payable to the Supplier by the Guarantor under this Guarantee and Indemnity, the Guarantor charges its interest in real property (freehold and leasehold) in land and personal property, held now or acquired in the future, subject to compliance with applicable laws.

25.6 If the Guarantor defaults on their obligations under this Guarantee and Indemnity, the Guarantor agrees to execute a mortgage or other reasonable instrument of security, or to consent to the registration of a caveat over the Guarantor's real property, upon the Supplier's written request.

25.7 If the Guarantor fails to execute the requested documents within a reasonable time (not less than 7 days), the Guarantor appoints the Supplier or its nominee as their lawful attorney for the sole purpose of executing such documents necessary to secure the Supplier's interests under this Guarantee and Indemnity. This appointment is strictly limited to the execution of such documents and does not extend to other actions.

25.8 The Supplier may lodge a caveat to protect its interests under this Guarantee and Indemnity. The Guarantor consents to the lodgement of such a caveat but reserves the right to dispute any caveat lodged in bad faith or contrary to the terms of this clause.

25.9 The Guarantor waives all rights inconsistent with this clause, to the extent permissible under applicable law. This clause does not limit the Guarantor's rights under the Australian Consumer Law or other applicable legislation.

26. Notice

26.1 Unless stated otherwise, any notice, consent, or communication under these terms must:

(a) be in writing, in English, and signed by or on behalf of the sender;

(b) be addressed to the recipient at its designated address or email; and

(c) be delivered by hand, pre-paid mail (airmail if international), or email.

26.2 A notice is deemed received:

(a) if hand-delivered, upon delivery;

(b) if posted, on the 3rd business day (or 7th business day if international) after posting;

(c) if emailed, when the sender receives an automated delivery confirmation or 5 hours after sending (unless a delivery failure message is received), whichever occurs first.

27. Dispute Resolution

27.1 The dispute resolution process under this clause 26 does not apply to debt recovery and the enforcement of unpaid monies.

27.2 Nothing in this clause 27 prevents a Party from applying for an urgent injunctive, declaratory, or other interlocutory or equitable relief before an appropriate court.

27.3 If any Party believes that there is a Dispute, that Party must notify the other Party to the Dispute in writing, specifying the nature and substance of the Dispute (Dispute Notice).

27.4 Upon an issue of a Dispute Notice pursuant to clause 27.3, the Parties must respectively appoint a senior representative to resolve the Dispute by good faith negotiations within 7 days.

27.5 The Parties agree that the obligations of the Parties in the Contract continue notwithstanding the existence of any Dispute.

28. Modern Slavery Compliance

28.1 This clause applies only if the Customer notifies the Suppler that it requires compliance with Modern Slavery obligations. If the Customer does not require compliance with the Addendum, this clause shall be deemed of no effect.

28.2 For the purpose of this clause, Modern Slavery has the same meaning given to it in the *Modern Slavery Act 2018* (Cth).

28.3 The Supplier agrees to be bound by and comply with the terms set out in the addendum to these terms and conditions and otherwise:

(a) take reasonable steps to ensure that Modern Slavery is not present within its operations or supply chain;

(b) cooperate with any reasonable due diligence or reporting requests from the Customer regarding Modern Slavery risks in the supply chain;

(c) notify the Customer if it becomes aware of any actual or suspected Modern Slavery practices within its supply chain that may impact the Goods and/or Services provided to the Customer.

Execution Page

If Client is an individual:

Signed, sealed and delivered by **(insert individuals name)** and witnessed:		
Name	**Capacity**	**Signature**
	Client	
	Witness	

If Client is a company:

Executed for and on behalf of_____Pty Ltd (ACN_____) In accordance with section 127 of the Corporations Act by:		
Name	**Capacity (Circle one)**	**Signature**
	Sole Director Director Secretary	
	Director Secretary	

Guarantor signature:

Signed, sealed and delivered by **(insert Guarantor's name)** and witnessed:		
Name	**Capacity**	**Signature**
	Guarantor	
	Witness	

Executed by **[Name]** as agent/authorised representative with express actual authority to sign for and on behalf of		
Name	**Capacity**	**Signature**
	Purchaser Manager Credit Manager	
Witness Name: Witness Address:	Witness	

Addendum – Modern Slavery Commitment

[Human rights abuses are not permitted in any form in our supply chain. Suppliers must not commit or be involved in the committing of any human rights abuses, including forced or involuntary labour, human trafficking, discrimination, sexual exploitation or other exploitative practices. Suppliers must ensure they do not employ, directly or indirectly, workers under the local legal age of employment. If the local legislation is silent on the minimum age for employment, 15 years old is the minimum age for the purpose of this Code. Workers under the age of 18 shall only perform work in accordance with legal requirements such as working hours, wages and working conditions and subject to any requirement requiring education and training.]

[Supplier must maintain and enforce policies and procedures designed to prevent modern slavery in its business and supply chain]

[The Supplier must, upon reasonable request, provide the Customer with information regarding its supply chain practices, including evidence of compliance with modern slavery laws.]