Western Advance Pty Ltd – Terms & Conditions of Trade

Definitions "Supplier" means Western Advance Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of 6.9 Weitert means the dissort's buying the Goods (and/or hiring Equipment) as specified in any linotice, document or order, and if there is more than one Client is a reference to each Client jointly and currently. 1.2

severally. Goods' means all Goods or Services supplied by the Supplier to the 6.10 Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for 1.3

permits the terms 'Colocs' or 'Services' shall be interchangeable for the other). The other, and the other including any accessories supplied the time by the Supplier to the Citent (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other 7. Minimum Hire Period' means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other 7 Minimum Hire Period' means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by the Supplier to the Citent. "Price' means the Price payatile (plus any CST where applicable) for the Chock's and/or Equipment thie as agreed were the Supplier (SST' means; Goods and Services 1 ax as direind within the 'A New 8.1 Tax System (Goods and Services 1 ax) Act 1999' (Cth). 1.4

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Tax System (Goods and Services Tax) Act 1999 (Cth). Acceptance The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Closed requirement of the consent of the consent of the consent of both parties in writing, and shall prevail to the extent of any 8.2 iconsistency with any other document or agreement between the Client and the Supplier Electronic Signature satisfies have compiled with Section 9 of the Electronic Transactions Act 2003 or any other applicable provisions 9. Change in Control The Client stall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client 9. The Client stall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client 9. Taw number's, of business practice). The Client shall be liable for any cosh for any the Supplier of the Client's failure 10 comply with this clause. The client shall be the Supplier 10 comply with this clause. The client shall be liable for any toos incurred by the Supplier to the client 9. The client shall be liable for any toos incurred by the Supplier shall be liable for any toos incurred by the Supplier to the client's failure 10 comply with this clause. The client shall be liable for any toos incurred by the Supplier shall be liable for any toos incurred by the Supplier shall be liable for any toos incurred by the Supplier shall be liable for any toos incurred by the Supplier shall be liable for any toos incurred by the Supplier shall be liable for any toos incurred by the Supplier shall be liable for any toos incurred by the Supplier shall be liable for any toos incurred by the Supplier shall be liable for any toos incurred by the Supplier shall be liable for any toos incurred by the Supplier shall be liable for any toos incurred by the Supplier shall be liable for any toos incurred by the Supplier shall be liable for any ton the supplier toos incurred by the Su 10. 10.1

Compared with this clause. Price and Psyment At the Supplier's sole discretion the Price shall be either: as indicated on any invoice provided by the Supplier to the Client or as indicated on any invoice growtided by the Supplier to the Client or as indicated on any invoice growtided by the Supplier to the Client or (a) the Supplier's quicked price (subject to clause 4.2) which will be valid for the period stated in the quotalion or otherwise for a period of thirty (b) (b) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quoted price (subject to clause 4.2) which will be valid (c) the supplier's quote

(a)) days, The Supplier reserves the right to change the Price: If a variation to the Goods which are to be supplied is requested; or if a variation to the Services or orginally scheduled (including any 10.3 applicable plans or specifications) is requested; or where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not Imitedito, poor weather sleft) consistentians, perceptualise works any which party not being completed etc), which are only discovered on commencement of the Services; or 4.2 (a) (c)

the event of increases to the Supplier in the cost of labour or (c) aterials (including but not limited to overseas transactions that may (d)

materials [Including bath not limited to betweens transactions flaturing violing and the set of the 43

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required. "" Time for payment for the Goods/Equipment being of the essence, the (f) Price will be payable by the Client on the date/s determined by the Sunnilier. which may be: (g) 4.5

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Time for payment for the Goods/Equipment being of the essence, the (I) Price will be payable by the Client on the date/s determined by the Supplier, which may be: on delivery of the Goods/Equipment: below delivery of the Goods/Equipment: below delivery of the Goods/Equipment: thinty (30) days following the end of the month in which a statement is (h) the Good the Client's address or address for notes: payment: or 11. failing any notice to the contrary, the date which is seven (7) days 11.1 failing any notice to the contrary, the date which is seven (7) days 11.1 failing any notice to the contrary, the date which is seven (7) days 11.1 failing any notice to the contrary, the date which is seven (7) days 11.1 failing any notice to the contrary, the date which is seven (7) days 11.1 the banking, credit card (a such chard, bank chaque, electronic/on-time banking, credit card (a such chard, bank chaque, electronic/on-time banking, credit card (a such chard to card fine card the supplier. Supplier.

lifer. Client shall not be entitled to set off against, or deduct from the , any sums owed or claimed to be owed to the Client by the lifer nor to withhold payment of any invoice because part of that 48

Price any sums owed or cautes us were appreciately any sums owed or cautes us were appreciated or withhold payment of any invoice because part or true invoice is in dispute. Unless otherwise stated the Price does not include GST. In addition 11.3 to the Price, the Client must pay to the Supplier an amount equal to (a) any GST the Supplier must pay to the Supplier an amount equal to (a) any GST the Supplier must pay to the Supplier an amount equal to (a) any GST the Supplier must pay to the Supplier and supplier must pay to the Supplier and the Client must pay of the Meducion or set off of any other amounts, at the same time and on the same basis as the Client mays the Price. In addition, the Client must pay any other taxes and dulies that may be applicable in addition to the Price except where they are expressly include in the Price. Delivery Of GoodSE quipment. The Goods/Equipment is taken to occur at the time that are the Client's nominated carrier takes possession of the

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Delivery' of the Goods/Equipment is taken to occur at the time that: (b) the Citent or the Cient's nominated carrier takes possession of the Goods/Equipment at the Supplier's address; or the Supplier (or the Supplier's nominated carrier) delivers the Goods/Equipment to the Cient's nominated address even if the (c) Citent is not present the address. At the Supplier's sole discretion the cost of delivery is either included (d) in the Price or is in addition to the Price cost of delivery is either included (d) in the Price or is in addition to the Price cost of delivery is either included (d) in the Price or is in addition to the Price cost of delivery (n) the event that the Citent is unable to take delivery (n) the event that the Citent is unable to take delivery (n) the charge a reasonable lee for redelivery (d) the Goods/Equipment add/or the storage of the Goods. 11.4 The Supplier may deliver the Goods/Equipment in separate instatments. Each separate instament shall be ermise provide and pain 1. The Citent shall provide, at the Citent's cost, mans power connection so as to enable installation and/or service work to be undertaken at 11.16 the premises. 5.3

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the premises. Any telecommunications connection required for the installation 11.7 and/or maintenance of a security system will be arranged and paid for by the Citer unless otherwise agreed in willow for a security system Any time or date given by the Suppler to the Citent is an estimate 11.8 only. The Citer Times tall accept delivery of the Good/Sequipment even if late and the Suppler will not be lable for any loss or damage 11.9 injurned by the Citent as result of the deliver being late. Risk of damage to or loss of the Good's parent to the Citer to the Ci

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Indicted of the Client as a result of the denivery being rate: Next to Goods and the Client of the Goods passes to the Client on Delivery and the Client must insure the Goods passes to the Client on Delivery and the Client must insure the Goods passes to the Client on the original of the Client must insure the Goods on or before Delivery. 12. I then of the Goods are damaged or destroyed following delivery to 12.1 prior to ownership passing to the Client, the Supplier is sufficient 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 enquires. If the Client requests the Supplier to leave Goods outside the 12.2 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.

Suppliers premises for collection or to deliver the Goods to an unattended focution then such Goods shall be left at the Client's sole rsk. The Supplier is required to install the Goods the Client 12.3 which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and the Supplier shall not be liable for any claims, demands, losses, damages, costs and expenses howseevir caused or arising in connection with the 13. installation and work incidental thereto and the Supplier shall not be liable for any claims, demands, losses, damages, costs and expenses howseevir caused or arising in connection with the 13. installation and work incidental thereto. The Client acknowledges that the Supplier is only responsible for 13.1 parts that are replaced by the Supplier and that in the event that other Supplier against any loss of manage to the Goods, or caused by the Goods, or any part thereof howseevir arising. The Client accepts that electronic security systems, smoke, heat and like detectors installed to / at their premises: are for monitoring and detection purposes and should not be seen as 13.2 a life saving device; and to ensure the security system equipment is tested and maintained to 13.3 full operational condition; and for all phone calls: emanaling from the security system panel: and to ensure all electronically protected areas are free from obstacles 13.4 which may impair the operation of the system. Turbationes are discovered during the installation that it the Client's responsibility to ensure the safe removal of the same. The Client fork are discovered during the installation that its the Client's responsibility to ensure the safe removal of the same. The Client acceleration and the supplier and the case consequence of such discovery. Under no accelerate the same that a large removal of the same. The Client further agrees to indemnify the Supplier apainst any costs incurred by the Supplier as a consequence of such discovery. 6.4

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stances will the Supplier handle removal of any asbestos 13.5

drumstances will the Supplier handle remove usery second product. The Supplier shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Clernt. The Clernt 18: de-information provided by the Clernt in the current that any of this information provided by the Clernt in succurate, the Supplier accepts a provided by the Clernt is inaccurate, the Supplier accepts and provided by the Supplier in relation to foods or Services supplied is specifications on the Supplier some shall be accepted without liability on the part of the supplier, and is shall be the responsibility of the supplier and is shall be the responsibility of the clerent the confirm the (accuracy and reliability of the same in tight of the use to which the 13.8 Client makes or intends to make of the Goods or Services. Accuracy and reliability of the Supplier has clear and free access to (Client accuracy and reliability of the Supplier has clear and free access to (Client accuracy and reliability of the Supplier has clear and free access to (Client accuracy and reliability of the supplier has clear and free access to (Client accuracy and reliability of the supplier has clear and free access to (Client accuracy and reliability of the supplier has clear and free access to (Client accuracy and reliability of the supplier has clear and free access to (Client accuracy and reliability of the supplier has clear and free access to (Client accuracy and reliability of the supplier has clear and free access to (Client accuracy and reliability of the supplier has clear and free access to (Client accuracy and reliability of the supplier has clear and free access to (Client accuracy and reliability of the supplier has clear and free access to (Client accuracy and reliability of the supplier has clear and free access to (Client accuracy and reliability of the supplier has clear and free access to (Client accuracy and reliability of the supplier has clear and free access to (Client accuracy and reliability of the supp

Client makes or intends to make of the Goods or Services. (a) Access The Client shall ensure that the Supplier has clear and free access to (d) the work site all litens to enable them to undertake the Services. The Supplier shall not be liable for any loss or damage to the site (d) (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of 13.9 the Supplier.

Concreted or paved or grassed areas) unless due to the negligence of 13.9 the Suppler the Suppler the Suppler commencing any work the Client must advise (a) the Suppler of the precise location of all underground services on the (b) site and clearly mark the same. The underground mans & services is earlied services services are services services expression of the precise services are not limited to, electrical (c) services destructions expressions are services and the services are services and the services are not limited to, electrical (c) ther services that may be on site. The advise destruction of all underground services the Client and areas to indemnify the Suppler will take all care to avoid damage to any (e) underground services the Client argrees to indemnify the Suppler in 13.10 respect of all and any liability claims, loss, damage, costs and these as a result of damage to services independent of the Suppler with the Supplier shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be ongliced for the Services. The Client shall obtain (a) the services are client and by the services. The Client agrees that the site will comply with any occupational 13.11 health and safety laws relation to building/consticution sites and any other relevant safety taken the site will comply with any occupational 13.11 health and safety laws relation to building/consticution sites and any other relevant safety taken relation to building/consticution sites and any other relevant safety taken relations and relevant safety taken relations.

not pass until: the Client has paid the Supplier all amounts owing to the Supplier;

d e Client has met all of its other obligations to the Supplier. sceipt by the Supplier of any form of payment other than cash shall it be deemed to be payment until that form of payment has been 14.2 is further agreed that: till ownership of the Goods passes to the Client in accordance with use. 10.1 thigh the Client is only a balee of the Goods and must

binorured, cleared or recognised. It is further agreed that: until ownership of the Goods passes to the Client in accordance with clause 10.1 that the Client is only a bailee of the Goods and must return the Goods to the Supplier on request. unst for the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed. the Client must not sell, dispose, or otherwise part with possession of 15. the Goods other than in the ordinary course of business and for 15.1 market value. If the Client sells, dispose or parts with possession of the Goods then the Client must pay or deliver the proceeds of any unit the Goods then the Client must pay or deliver the proceeds to the Supplier of metaleration.

Insist for the Supplier and must pay or usine are proceed a supplier on demand. Supplier on demand. The Client should not convert or process the Goods or intermix them 15.2 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.

resulting addict on trust for the benetiu or the caption addicts of the supplier as it so dispose of or return the resulting product to the Supplier as it so directs. The Supplier believes the Supplier to enter any premises 15.3 where the Supplier believes the Goods are kept and recover possession of the Goods. The Supplier may recover possession of any Goods in transit whether the Client transformed or grant an encumbrance over the Goods and another the Supplier or grant an encumbrance over the Goods and another the Supplier and the Supplier and the Client table to the supplier the Supplier may commence proceedings to recover the Price of the Goods soid not Mithistanding that ownership of the Goods has not present the Branching Supplier. The Supplier may commence proceedings to recover the Price of the Goods soid not Mithistanding that ownership of the Goods has not present that the supplier may commend the supplier of the Supplier may commence the supplier. The Supplier may commence the supplier the Supplier may commend the supplier the Supplier the Supplier may commend the supplier the security agreement, and security interest has the meaning given to it by the PPSA. 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 all Goods/Equipment and/or collateral (account) – (a) being a monetary obligation of the Client to the Supplier for services – that have previously been supplied and that will be supplied in the future by the Supplier to the Client. (b) The Client undertakes to: promptly sign any further documents and/or provide any further (c) information (such information to be complete, accurate and up-to-complete any further documents and/or provide any further (c) information is accurity interest on the Personal Property Securities Register: (i) register any other document required to the restretced to the PPSA. or

register; 16. register any other document required to be registered by the 16.1 PPSA: or

Register: 16. (i) register any other document required to be registered by the 16.1 (PFSA or (ii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii). The registered by the 16.1 (PFSA or (iii) correct a defect in a statement referred to in clause 11.3(a)(ii) or 11.3(a)(iii). The registered by the Statement or the Personal Property Securities Register established by the PSA or (iii) correct a forecast in the property Securities Register established by the PSA or (iii) correct a forecast in the personal Property Securities Register established by the PSA or releasing and Coosid Equipment tharged thready. To register a financing change statement in respect to a security interest without be prior written consent of the Supplier. The register a financing change statement in a change in its 16.3 business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales. The Client waves their rights to receive notices under sections 95, 118.12(4) (10.3122)(3) of more such sales. The Client waves their rights to receive notices under sections 95, 118.12(4) (10.3122)(3) of the PSA. The Client waves their rights to receive notices under sections 95, 118.12(4) (10.3122)(3) of the PSA. The Client waves their rights to receive notices under sections 95, 118.12(4) (10.3122)(3) of the PSA. The Client waves their rights to receive notices under sections 95, 118.12(4) (10.3122)(3) of the PSA. The Client waves their rights to receive notices under sections 95, 118.12(4) (10.3122)(3) of the PSA. The Client waves their rights to receive notices under sections 95, 118.12(4) (10.3122) of the SA. The Client waves their rights to receive and the nator dance with section 15.12 the section 16.12 the section 17.12 waves their right to receive a vertical distatement in accordance with section 15.13 the section 16.11 the section 17.13 the section 16.12 the section 16.11 the section 17.13 the section 16.12 the section 16.11 the section 16.11 the section 16.11 the sect

Including, but hol limited to, signing any document on the Client's (d) Defects. Warranties and Returns, Competition and Consumer 17.5 Act 2010 (CCA) The Client must inspect the GoodyEquipment on delivery and must (a) within seven (7) days of delivery notify the Supplier in writing of any (b) evident defect/damage, shortage in quantity, of failure to complex velocited the supplication of the supplication of the sites of the the description or globale. The Client must notify any other sites of any such defect becomes evident. Upon such notification the Client (b) must allow the Supplier to inspect the Goods/Equipment. Under applicate State, Terrifory and Commonwealth Law (Including, (c) without limitation the CCA), certain statutory implied guarantees and (0) warranties (Including, without limitation the statutory quarantees (b) Under speciate acknowledges that nothing in these terms and conditions

The Supplier acknowledges that nothing in these terms and (f) conditions purports to modify or exclude the Non-Excluded

Quaranties, bupons to indury or exclude the indirections or in Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no waranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods/Equipment. The Suppliers liability in respect of these waranties is limited to the fullest extent permitted by law. these (a) (h)

Please note that a larger print version of these terms and conditions is available from the Supplier on request.

f the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of and the light to request that the support information; and to be not disclose any personal information about the Client for the purpose of direct marketing. The Suppler will be informed to the support of the client's the support of the support of the support of the support order to fulfit the obligations of this agreement or is required to maintained and/or stored in accordance with the law.

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

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

request (by e-mail of it is to longer events an event of the sageternet of its required to be maintened and/or stored in accordance with the law. The obligation of this agreement or is required to be maintened and/or stored in accordance with the law. The support of the sagetern of the accordance with the support via e-mail. The Suppler will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make accision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the complaint. In the event that the Client is not satisfied with the construction Contracts Act 2004. At the Supplers sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Construction Contracts Act 2004 may apply. Nothing in this agreement is intended to have the effect of contracting and if any tracking except to the extent permitted by the Act where applicable.

out of any provisions of the Construction Contracts Act 2006 or Western Australia, except to the extent permitted by the Act where applicable. General The failure by either party to enforce any provision of these lerms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any or unenforceable the validity existence, length and enforceability of the remaining provisions shall not be affected, prejudiced or impaired unenforceable the validity existence. length and enforceability of the remaining provisions shall not be affected, prejudiced or impaired the Suppler has its principal place of business. And are subject to the jurisdiction of the contris in that state. Subject to focuse 13, the Suppler shall be under no liability whatboever to the Client for any indirect and/or conserve and/or expense (including loss of profit) suffered by the Client arising of after may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent. The Supplier may lect to subcontract, out any part of its rights and/or obligations under this contract without the Client's consent. The Client cannot licence or assign without the written approval of the Supplier.

Good Equipment issues state exceed the Price of the supplier may licence and/or assign all or any part of its rights and/or obligations under this contract without the Clent's consent. The Supplier may licence and/or assign all or any part of the Services the Supplier are easily and the supplier may amount then approval of the Supplier. The Supplier bay elect to subcontract out any part of the Services to tract by so doing. Furthermore, the Client agrees and conditions by notifying the Client in writing. These changes shall be demend to the supplier is subcontractors without the authority of the Supplier. The Client agrees that the Supplier may amount these terms' and conditions by notifying the Client in writing. These changes shall be demend to lake effect from the date on which the Client accepts such request for the Supplier to provide Goods to the Client and conditions by notifying the Client in writing. These changes shall be request for the Supplier to provide Goods to the Client and the supplier and the second the control of the party. Both parties warrant that they have the power to client and the terms's for the Supplier to provide Goods to the Client and the second the control of the party. Both parties warrant that they have the power to client control spectro of the control of the association and the second the control of the control of an easies yay authorisations to allow three charges shall commence from the time the Equipment is collected by the Client from the Supplier's premises and continue writil the charges shall commence from the time the Equipment is collected by the Client from the Supplier's premises and continue writil the charges shall commence from the time the Equipment is available for collection, and/or until the explicit of the Minimum Hire Period writing the charges shall commence from the time be Equipment (haves to conditions and the negligence or missue on the part of calibulation to be bradylet or time and the sequipment is not an angenerati

The Chieni Shan: maintain the Equipment as is required by the Supplier (including, but not limited to, maintaining water, oil and fluid levels and tyre

pressures); notify the Supplier immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Client is not absolved from the requirements to safeguard the Equipment by giving such notification; satisfy itself at commencement that the Equipment is suitable for its

Satury instant of commencements of the properties of the second and the supplied by the Supplier or posted on the Frainment

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any repairs: Client's Responsibilities The Client shall:

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If the Client is a consumer within the meaning of the CCA, the 17.7

Supplier's lability is limited to the extent permitted by section 64A of CA-bellity.

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If the Client is a consumer within the meaning of the CCA, the 17.7

Supplier's lability is limited to the extent permitted by section 64A of CA-bellity.

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If the Client is unable to do so, the Supplier may refund any more (b)

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If the Client is the Goods.

Supplier's lability for any delect or damage in the Goods Surgering

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Supplier. The Client warrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier to infringe any plantin, registered design or trademark in the exclution of the Client's plantin, registered design or trademark in the exclution of the Client's planting and the supplication of the supplication of the supplication action taken by a third party against the Supplier in respect of any such infringement.

patent, registered design or trademark in the exiecution of the Client's order and the Client agrees to indemnity the Supplier jargestor of any scient taken by a third party against the Supplier in respect of any scient taken by a third party against the Supplier in respect of any the timement. In the the Supplier may (at no cost) use for the 19.8 purposes of markeling or entry into any competition, any documents, designs, drawings or Godd/supplier may (at no cost) use for the 19.8 purposes of markeling or entry into any competition, any documents, designs, drawings or Godd/supplier may (at no cost) use for the 19.8 purposes of markeling or entry into any competition, any documents, designs, drawings or Godd/supplier that a take of two and apyrment becomes due, unlit he date of payment, at a take of two and discretion such interest shall acompound monthly at such a rate) after 20. If the Client owes the Supplier any money the Client shall indemnity the Supplier in recovering the debt (including but not limited to as well as before any judgment. The Supplier in recovering the debt (including but not limited to as used as before any judgment. Further to any other rights or remedies the Supplier may have under this contract. The Client shall be Ellagal, frauduent or in contravent 20.2 further to any other rights or remedies the Supplier may have inder this contract. The Supplier under this clause 15 where it can be proven 20.3 that such reversed thansaction, in addition (including in those relating to payment) under these terms and conditions the Supplier ray time the Client is the supply of codd/scipupment to the Client. The Supplier will not be liable to the Client for any loss or relating to payment) under these terms and conditions the Supplier ray time the Client is the supply of codd/scipupment to the Client. The Supplier will not be liable to the Client for any loss or relating to payment) under these terms and conditions the Supplier relating the market of any pay of any or or or the Client the Client supp

It fails use: the Client has exceeded any applicable crean time process Supplie: the Client has exceeded any applicable crean time process or proposes or enters into an arrangement with creditors, or makes a receiver, manager, liquidation (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client. Cancellation converting in any other remedies the Supplier may have, if at

a record is a micrologic induction (provisione) of University to Silicit Cancellation Cancellation (espect of the Client or any assed of the Client Arry lime the Client is in treach of any obligation (including those relating to payment) under these terms and conditions the Supplier may suspend or terminate the supply of CoodSEquipment to the any suspend or terminate the supply of CoodSEquipment to the damage the Client is in treace the supply of CoodSEquipment to the conditions apply or cancel delytery of GoodSEquipment target the 22.2 before the GoodSEquipment are delivered by giving writtlen notice to conditions apply or cancel delytery of GoodSEquipment target the Client conditions apply or cancel delytery of GoodSEquipment the 22.2 before the GoodSEquipment are delivered by giving writtlen notice to conditions apply or cancel delivery of GoodSEquipment the 22.2 before the GoodSEquipment are delivered by giving writtlen notice to conditions apply or cancel delivery of GoodSEquipment the 22.3 client shall be table for any loss or damage whatsoever anising from such cancellation. In the event that the Client cancels delivery of GoodSEquipment the 22.3 specifications, or for non-stocklist items, will definitely not be (a) accepted once production has commenced, or an order has been placed.

placed. Privacy Act 1998 The Client agrees for the Supplier to obtain from a credit reporting body (CR8) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit, history) adout the Client in relation to credit provided by the (c)

(e.g. name; address, J.O.B., occupation, previous userui application about the Client in relation to credit provided by the (c) Supplier. The Client agrees that the Supplier may exchange information about (d) the Client agrees that the Supplier may exchange information about (d) the Client agrees that the supplier may exchange information about (d) the Client agrees that the following purposes: and/or credit providers of a default by the Client; and/or (e) exchange information where the Client is in default with other credit providers as to the status of this credit account, where the Client is in default with other credit providers are credit account, where the Client is in default with other credit providers are one status of this credit account, where the Client is in default with other credit providers are one status of the agreement history in the preceding two years. (f) The Client consents to the Supplier bring given a consumer credit account, where the Client is a default with other credit providers and/or (f) the provision of CoodStEquipment; and/or (f) the provision of CoodStEquipment; and/or credit facilities reguested by the Client; and/or credit facilities and/or credit facilities the credic on a mounts outstanding in relation to the the towney consumer accoun

Goods/Equipment. The Suppler may give information about the Client to a CRB for the following purposes: In Suppler Construction of the Client to a CRB for the client including credit history. The information given to the CRB may include: personal information as outlined in 1/1 above: mem of the credit provider and that the Supplier is a current credit provider to the Client: whether the credit provider and that the Supplier is a current credit provider to the Client: advice of a consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than (d) that the Client no longer has any overdue accounts, loan repayments or outstanding monies which are overdue by more than (d) that the Client no longer has any overdue accounts, loan repayments or outstanding monies which are overdue by more than that the Client no longer has any overdue accounts, loan the Supplier or otherwise Client's supplication of the credit surrounding (f) that discharge(e.g. dates of payment); information that, in the opinion of the Supplier, the Client has committed a serious credit infingement: advice that the amount of the Client's supplier (Starby). **Supplier on recourses** (St30). **Supplier on recourses** (St30).

23.2 (a)