Louvreclad Pty Ltd (ABN 39 163 928 194)
71-85 Hoepner Road, Bundamba QLD 4304
PO Box 486 BOOVAL QLD 4304
Ph: 1300 165 678 Fax: 1300 165 679
accountsreceivable@louvreclad.com
www.louvreclad.com

LOUVRECLAD®
Thinking outside for inside performance

CREDIT ACCOUNT APPLICATION

CUSTOMER DETAILS

Entity Type:	☐ Sole Trader	☐ Partnership	☐ Company	☐ Govt.	☐ Trust	☐ Association	☐ Other
Legal Name: (Company/ Proprietor / Trustee)							
	ACN:			**ABN:**			
Trading Name:							
Trust Name (if any):							
Trading/Delivery Address:							
Postal Address: (for statements. invoices etc.)							
Phone:				**Mobile:**			
Email:				**Fax:**			
Year Established:		**How long current Owner:**		**Premises:**	☐ Leased ☐ Owned		

DIRECTORS' / PROPRIETORS' PERSONAL DETAILS

1.	**Name:**				**D.O.B:**	
	Home Address:					
	Phone:		**Mobile:**		**Fax:**	
	Email:			**Driver's Lic. No:**		
2.	**Name:**				**D.O.B:**	
	Home Address:					
	Phone:		**Mobile:**		**Fax:**	
	Email:			**Driver's Lic. No:**		
3.	**Name:**				**D.O.B:**	
	Home Address:					
	Phone:		**Mobile:**		**Fax:**	
	Email:			**Driver's Lic. No:**		

ACCOUNTS PAYABLE DETAILS

Accounts Person:				**Phone:**	
Email address:				**Fax:**	
Bank Name:		**BSB:**		**Acc. No:**	
Credit Limit sought:		**Est. Monthly Spend:**			

TRADE REFERENCES

	Referee Company/Business Name:	**Phone:**	**Fax:**
1.			
2.			
3.			

CREDIT ACCOUNT APPLICATION (Cont.)

ACKNOWLEDGEMENT AND AUTHORITY PURSUANT TO THE PRIVACY ACT 1988 (CTH)

I authorise Louvreclad Pty Ltd (ABN 39 163 928 184) ("Louvreclad") to the extent permitted by law to: (a) provide any items of my personal information to a credit reporting agency; (b) obtain a credit report about me from any bank or trade referee named in the Customer's Credit Account Application or from a credit reporting agency for the purpose of: (i) assessing the Customer's Credit Account Application or my proposed guarantee; (ii) monitoring my or the Customer's ongoing credit-worthiness; or (iii) to collect overdue payments; (c) exchange credit-worthiness information about me with other credit providers to assess my credit-worthiness or the Customer's Credit Account Application or to notify defaults or the status of the Customer's credit. Specifically, I authorise:

- Louvreclad in accordance with Section 20F(1) (Item 2) of the Privacy Act, to obtain from a credit reporting agency a credit report containing personal information about me for the purpose of assessing the Customer's Credit Account Application and for any other of the purposes mentioned above;
- Louvreclad in accordance with Section 20F(1) (Item 3) of the Privacy Act, to obtain from a credit reporting agency a credit report containing personal information about me for the purpose of assessing whether to accept my personal guarantee in support of the Customer's Credit Account Application;
- a trade insurer, in accordance with Section 20F(1) (Item 8) of the Privacy Act, to obtain my credit reports in assessing whether or not to provide insurance, or the risk of providing insurance, to Louvreclad in relation to commercial credit provided by Louvreclad to the Customer;
- Louvreclad in accordance with Section 21J(1) or Section 21K(1) of the Privacy Act, to divulge credit eligibility information about me to other credit providers named in the Customer's Credit Account Application or nominated by the Customer as referees;
- Louvreclad in accordance with Section 21N(2) of the Privacy Act, to divulge credit eligibility information about me to another entity or to its legal or financial advisors for the purpose of that entity considering whether to accept an assignment of a debt owed to Louvreclad by the Customer or for the purpose of considering whether to purchase an interest in Louvreclad or any of its related bodies corporate; and
- Louvreclad, to the extent permitted by Section 21D(2) of the Privacy Act, to disclose credit information about me to a credit reporting agency, which may include the following:
  - Veda Advantage: PO Box 964 North Sydney NSW 2059, www.mycreditfile.com.au, 1300 762 207;
  - Dun & Bradstreet: Level 7, 479 St. Kilda Road, Melbourne VIC 3004, www.dnb.com.au, 1300 734 806;
  - Experian: GPO Box 1969, North Sydney NSW 2060, www.experian.com.au, 1300 784 134;

  (You can contact these credit reporting agencies or visit their websites to see their policies on credit-related personal information, including how to access or correct your personal information they hold. You can also request them not to use your credit information to determine your eligibility to receive direct marketing from credit providers or not to use or disclose your credit information if you have been or are likely to be a victim of fraud).

DECLARATION OF PURPOSE FOR WHICH CREDIT IS SOUGHT

By signing this application, I/We declare that the Credit to be provided to the Customer by Louvreclad is to be applied wholly or predominantly for business purposes or investment purposes other than investment in residential property.

IMPORTANT

You should **only** sign this declaration if this credit is wholly or predominantly for business purposes or investment purposes other than investment in residential property.

By signing this declaration you may **lose** your protection under the National Credit Code.

SIGNATORY WARRANTIES

Each signatory to this application for credit warrants that:

(a) they have read and understood this document in its entirety and that they accept the Terms and Conditions set out herein on behalf of the Customer; and

(b) they are authorised to sign this application on behalf of the Customer.

The customer named in the Credit Account Application ("the Customer") applies for a credit trading account with Louvreclad, subject to the Terms and Conditions set out herein.

TO BE SIGNED BY DIRECTORS, PARTNERS, OR SOLE TRADERS AS APPROPRIATE:

……	……	……	……
Name	**Signature**	**Position**	**Date**
……	……	……	……
Name	**Signature**	**Position**	**Date**
……	……	……	……
Name	**Signature**	**Position**	**Date**

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PERSONAL GUARANTEE & INDEMNITY

Given by each person named below as a guarantor ("Guarantor") in favour of Louvreclad Pty Ltd (ABN 39 163 928 184) ("Louvreclad") in support of a Credit Account Application by:

_____ (ABN _____) ("Customer").

1. In consideration of Louvreclad agreeing to consider the Customer's Credit Application and/or provide Goods or Services on credit to the Customer, the Guarantor unconditionally and irrevocably:
   (a) guarantees to Louvreclad the due performance by the Customer of all of its obligations to Louvreclad including payment of any monies due and owing by the Customer to Louvreclad from time to time; and
   (b) indemnifies Louvreclad in respect of any loss, claim or liability that Louvreclad may suffer, receive or incur at any time as a result of:
      (i) the Customer's default in or non-performance of its obligations to Louvreclad;
      (ii) the Customer's breach of any warranty given to Louvreclad;
      (iii) any agreement or any part of any agreement between Louvreclad and the Customer being void, invalid or unenforceable for whatever reason;
      (iv) Louvreclad having to repay any money received from the Customer as a result of the application of any law relating to insolvency or liquidation; or
      (v) Perfecting or enforcing any security interest created by this Guarantee.
2. The Guarantor hereby grants a security interest in all of the Guarantor's present and after-acquired property and future rights in relation to any personal property and the Guarantor charges all beneficial interests (freehold and leasehold) in land wherever located held now or in the future by the Guarantor as security for the performance of the Guarantor's obligations under this Guarantee.
3. The Guarantor shall, within ten (10) days after having been requested by Louvreclad, execute any document Louvreclad requires to perfect any security interest created by this Guarantee, including without limitation a financing statement under the Personal Property Securities Act 2009 ("PPSA"), a consent to caveat, or a mortgage. The Guarantor shall pay on demand any stamp duty (including any fines and penalties) assessed in connection with any such documents.
4. If the Guarantor fails to execute a consent to caveat, a mortgage or any document required by Louvreclad to perfect any security interest created by this Guarantee, within ten days after being so requested by Louvreclad, then the Guarantor irrevocably and by way of security appoints Louvreclad and its agent or solicitor to be the Guarantor's true and lawful attorney with authority to execute and register such instruments on the Guarantor's behalf and the Guarantor consents to the registration of this power of attorney.
5. Where there is more than one Guarantor the obligations of the Guarantors shall be joint and several.
6. If the Customer does not comply, on time and in accordance with any agreement between Louvreclad and the Customer, with any obligations that the Customer owes to Louvreclad, then the Guarantor shall comply with the Guarantor's obligations to Louvreclad under this Guarantee immediately upon demand by Louvreclad. Louvreclad will not be required to give notice to, make demand on, or commence proceedings against the Customer or incur any expense in relation to any breach of any obligation owed by the Customer to Louvreclad prior to Louvreclad making demand on the Guarantor under this Guarantee.
7. This is a continuing guarantee and the Guarantor's obligations to Louvreclad are not affected by:
   (a) Any other person giving or not giving a guarantee to Louvreclad in relation to the Customer's performance of its obligations to Louvreclad;
   (b) The deregistration, administration, receivership, liquidation or insolvency of the Customer;
   (c) Any delay by Louvreclad or granting of time or concession (including a release, waiver, variation, assignment, novation, or relinquishment of rights) to the Customer;
   (d) Any variation, assignment or novation of any agreement between Louvreclad and the Customer (whether or not the Guarantor is a party to that variation and whether or not such variation increases the Guarantor's liability under the Guarantee);
   (e) Louvreclad taking, varying, wholly or partially discharging or otherwise dealing with or losing or impairing any security for the Customers obligations to Louvreclad under any agreement or a security granted by the Customer in Louvreclad's favour being or becoming void, voidable or unenforceable; or
   (f) Any other act or omission by Louvreclad or anyone or any other circumstance which by law would, but for this clause, have the effect of varying or releasing the Guarantor from the Guarantor's obligations to Louvreclad under this Guarantee.
8. So long as the Customer or any Guarantor has any obligation to Louvreclad, the Guarantor will not:
   (a) Demand, claim, seek to recover or receive any amount, or enforce any security in relation to any amount, owing or allegedly owing by the Customer or by any guarantor of the Customer to the Guarantor and if the Guarantor does receive any such money the Guarantor will immediately pay as much of that money to Louvreclad as is necessary to satisfy the Guarantor's obligations to Louvreclad under this Guarantee; or
   (b) Prove for any debts owed to the Guarantor in any liquidation, administration or bankruptcy of the Customer.

9. PPSA:
   (a) For the purpose of this clause, the terms "security agreement" and "security interest" have the same meaning as that given to them by the PPSA.
   (b) The Guarantor will, if requested by Louvreclad, sign any documents, provide any information or do anything else Louvreclad requests, to ensure that any security interest created in Louvreclad' favour by this Guarantee is, to the fullest extent possible under the PPSA, perfected in accordance with Part 2.2 of the PPSA.
   (c) The Guarantor agrees that until any security interest created in Louvreclad' favour by this Guarantee has been perfected, the Guarantor will not register or permit to be registered or enter into any security agreement that allows any other party to register a security interest that may adversely affect the priority or enforceability of Louvreclad' security interest.
   (d) In relation to security interests that are not used predominantly for personal, domestic or household purposes, section 115 of the PPSA allows the parties to contract out of certain specified provisions of the PPSA ("Removable Provisions"). To the extent that those Removable Provisions would have the effect of conferring rights on the Guarantor or imposing obligations on Louvreclad that they each would not otherwise have had, they are hereby contracted out of and will not apply to this Guarantee or to any agreement between the Guarantor and Louvreclad or to any security interest created by the Guarantor in Louvreclad's favour. The Guarantor also waives the Guarantor's right to receive a verification statement under section 157 of the PPSA or any notices under any of the provisions listed in section 144 of the PPSA.
   (e) Notwithstanding section 275 of the PPSA, the Guarantor agrees that Louvreclad and the Guarantor will keep confidential all information of the kind referred to in section 275, unless compelled by law to disclose such information.
10. General:
   (a) This Guarantee may be altered only in writing signed by the Guarantor and Louvreclad.
   (b) The Guarantor is responsible for paying the Guarantor's own costs of negotiating, preparing and executing this Guarantee.
   (c) Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this Guarantee or a transaction contemplated by this Guarantee, must be paid by the Guarantor.
   (d) Any indemnity or other term of this Guarantee which, by its nature is intended to survive termination of this Guarantee, survives termination of this Guarantee.
   (e) The rights and obligations of the parties under this Guarantee do not merge on completion of any transaction contemplated by this Guarantee.
   (f) A term or part of a term of this Guarantee that is illegal or unenforceable may be severed from this Guarantee and the remaining terms or parts of the term of this Guarantee continue in force.
   (g) This Guarantee is governed by the law of Queensland, Australia and the Guarantor unconditionally submits to the non exclusive jurisdiction of the courts of Queensland, Australia.

Executed as a deed poll by:

	Guarantor 1
Name:	
Signature:	
Date:	

	Witness 1
Name:	
Signature:	

	Guarantor 2
Name:	
Signature:	
Date:	

	Witness 2
Name:	
Signature:	

	Guarantor 3
Name:	
Signature:	
Date:	

	Witness 3
Name:	
Signature:	

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TRADING TERMS AND CONDITIONS

1. Agreement

1.1 These Terms and Conditions apply to all transactions between Us and You including, but not limited to, the sale of Goods and the provision of Services on credit, whether or not You have submitted an Application and/or been granted an Account.

2. Definitions

2.1 In these Terms, unless the context otherwise requires: "*Account*" means a credit account established by Us in Your name; "*Agreement*" means any agreement between Us and You for the sale or delivery of Goods or provision of Services by Us to You; "*Application*" means an application by You for commercial credit only, which incorporates these Terms; "*Due Date*" means, unless otherwise agreed, at the time of Supply or, if You have an Account with Us, the date which is thirty (30) days after the end of the month of the invoice date or Supply date, whichever is the earlier; "*Goods*" means any item that We agree to sell or deliver to You; "*GST*" means Goods and Services Tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth);* "*Guarantor*" means any person who guarantees Your indebtedness to Us; "*Order*" means any request by You for the sale or delivery of Goods or provision of Services by Us; "*PPSA*" means the *Personal Property Securities Act 2009 (Cth)* and its subordinate legislation; "*Price*" means the price at which We agree to sell any Goods or provide any Services to You; "*Services*" means any services provided by Us to You for a Price; "*Supply*" means any sale or delivery of Goods or provision of Services by Us to You, whether on credit or otherwise and whether on an Account or not; "*Terms*" means these Terms and Conditions; "*You/Your*" means any person, firm, corporation or in the case of an unincorporated body, each proprietor jointly and severally, that has given us an Application or an Order, and includes Your employees, agents, successors, administrators, and assigns; "*We/Us/Our*" means Louvreclad Pty Ltd (ABN 39 163 928 194) and any of its subsidiary or related entities as defined by the *Corporations Act 2001 (Cth)*; "*Website*" means www.louvreclad.com .

3. Conditions of Approved Credit Accounts

3.1 You acknowledge that We may check Your credit history, and if You are a company, the credit history of Your directors, to enable Us to evaluate Your creditworthiness.

3.2 If You are a company Your directors may be required, as a condition of Us approving Your Application, to give Us a personal guarantee for all debts or liabilities that You owe to Us from time to time.

3.3 We may, at any time and without cause, refuse to extend further credit to You, vary Your credit limit or terminate Your Account.

3.4 You agree to notify Us of any changes to any of the details set out in Your Application or subsequently notified to Us.

3.5 The granting by Us of an Account creates no obligation on Us to Supply You and Our refusal or failure to grant You an Account does not prevent Us from Supplying You, whether on credit or otherwise.

4. Supply and Delivery

4.1 In Our absolute discretion We may refuse to Supply You, whether or not part of a contract has been performed, where Goods the subject of the Supply are unavailable for any reason or You breach these Terms.

4.2 An Order for the sale of Goods shall identify the goods ordered, the quantity required and refer to any quotation pursuant to which the Order is made. We may supply Goods that vary from those ordered by You and You must accept the Goods supplied, provided that such variations are not material.

4.3 Any descriptions, illustrations and statements as to performance of the Goods contained in catalogues, price lists and other advertising matter do not form part of the Agreement.

4.4 Any working drawings, specifications and samples which are produced by Us are merely representative of the Goods, forms dimensions and samples and descriptions of the Goods. We shall be at liberty to make such variations to any working drawings, specifications or samples to complete the Goods, provided always that such variations shall not render the Goods unfit for use.

4.5 Where specifications, drawings or other particulars are supplied by You, Our quote is made on estimates of quantities required. If there are any adjustments in quantities above or below the quantities estimated by You on which We have based Our quote, then we shall be entitled to adjust the Price in accordance with the additional work required to complete the Goods or Services.

4.6 Any variation or cancellation of an Order must first be agreed in writing by Us.

4.7 If agreed by Us, We shall deliver or arrange for delivery of the Goods to an address nominated by You, in which case:

(a) Unless otherwise agreed, You will be responsible for all freight charges, transit insurance and all other costs associated with delivery and You agree to indemnify Us for and against any such costs which We reasonably incur on Your behalf;

(b) Where We engage a third party carrier to deliver the Goods We do so as Your agent;

(c) Delivery of the Goods to a third party carrier, either nominated by You or failing such nomination to a carrier at Our discretion for the purpose of transmission to You, is deemed to be a delivery of the Goods to the You;

(d) You or Your authorised representative shall be present at the agreed place and time for delivery and if not, You hereby authorise Us or the carrier to unload the Goods at that place and We will not be responsible for any claims, costs or losses suffered by You as a result of that delivery;

(e) We may at our option deliver the Goods in any number of instalments, unless otherwise agreed in writing with You; and

(f) If You nominate a delivery date, We will take all reasonable steps to achieve delivery on or about that date, however, We do not promise or warrant that the Goods will be available on that date and We shall not be liable for any loss (including consequential loss), damages or claims arising from failure or delay in delivery. In no case shall We be liable for any amount payable by You to a third party as a result of a failure or delay in delivery of Goods due to any cause whatsoever.

5. Your Obligations Concerning the Supply

5.1 You must inspect all Goods forthwith upon taking delivery of them and, and in the case of Services, immediately after being advised that the Services have been completed, and You must carry out any tests that a prudent Purchaser would carry out in relation to such Goods or Services. You will have seven (7) days after delivery to notify Us of any alleged defect in the Supply or any other reason why You believe the Supply does not comply with Your Order. If you do not notify Us of any defect or irregularity in the Supply within this time You will be deemed to have accepted the Supply free of any defect or irregularity.

5.2 You acknowledge that the Supply is not intended and will not be used by You for Your own personal, household or domestic purposes.

5.3 All returns must be approved by Us and You will be responsible for the cost of returning any Goods that We agree to take back. We will only be obliged to credit You with the Price of the Goods paid if the Goods are in a saleable condition.

5.4 Goods that have been specifically produced or purchased by Us to meet Your unique specifications are not returnable.

5.5 Where identified in Our quote, the Goods are to be manufactured to Your specifications. Accordingly, You shall, as soon as an Order has been placed, forthwith provide Us with sufficient details and instructions to enable Us to commence work. Any additional costs or expenses incurred by Us as a result of Your delay in this regard may be added to the Price.

6. Price and Payment

6.1 The Price in relation to any Supply shall be the price quoted by Us or, if no price is quoted, the relevant price listed in any current price list published by Us as at the date on which We receive Your Order.

6.2 In the event that there is a variation of more than 5% in the cost of materials, labour, external costs or other matters then We may vary the Price and You shall be liable to pay the revised Price.

6.3 Any price list supplied or published by Us shall be a guide only and is subject to change without notice.

6.4 All prices are listed or quoted exclusive of GST unless otherwise indicated.

6.5 If We have any liability to pay GST on any Supply, we will add an amount equivalent to our GST liability to the tax invoice for the Supply and You must pay that amount, in addition to the Price, when you pay the invoice (unless the consideration for that Supply is specifically expressed to be inclusive of or exempt from GST).

6.6 Unless otherwise agreed in writing, You must pay a deposit equal to 30% of the Price at the time of placing Your Order.

6.7 You must pay the balance of any invoice or statement that we issue to You by the Due Date.

6.8 If You fail to pay any amount owing to Us by the Due Date, we reserve the right to charge You:

(a) An administration fee of $20.00 per month at the end of each calendar month in which any amount remains overdue for payment by You to Us;

(b) Interest on the balance amount outstanding at the rate of 10% per annum from the Due Date, calculated daily; and

(c) All costs (including legal costs on a full indemnity basis), expenses or losses incurred or sustained by Us as a result of any failure by You and/or a Guarantor to comply with these Terms or a guarantee given in our favour, including any costs incurred by Us as a result of cheque that Your bank fails to honour upon presentation for payment. Such costs and expenses may be recovered by Us from You as a liquidated debt and may be added to Your Account and invoiced to You.

6.9 A written statement signed by a Director, Credit Manager or other duly authorised person on Our behalf stating the balance of monies due to Us by You shall be prima facie evidence of the amount of Your indebtedness to Us at the date of that statement.

6.10 You are not entitled to make any set-off against or deduction from any amount You owe to Us in respect of any amount that You claim We owe to You. We may at any time set-off amounts that We owe to You against any sums You owe to Us.

6.11 You may pay any amount You owe to Us in respect of any Goods, Services or on Your Account by electronic funds transfer, cash or cheque (or, if a credit card facility is offered by Us, by credit card). If any of Your cheques is dishonoured upon presentation for payment we will thereafter not accept any payment from You in the form of a cheque.

7. Security

7.1 You hereby grant a security interest in all of Your present and after-acquired property and in all of Your present and future rights in relation to any personal property and You charge all beneficial interests (freehold and leasehold) in land wherever located held now or in the future by You as security for Your indebtedness to Us and for Your obligations under this Agreement.

7.2 You will immediately execute a consent to caveat or mortgage in terms determined by Us if required by Us to secure the security interest created by this clause or any security interest You have given or created in Our favour.

7.3 You agree that if you fail to execute a consent to caveat or a mortgage within a reasonable time of being so requested by Us, then You irrevocably and by way of security appoint Us and Our agent or solicitor to be Your true and lawful attorney with authority to execute and register such instruments on Your behalf and You consent to the registration of this power of attorney.

8. Title and Risk

8.1 The risk in Goods and Services passes to You upon delivery of those Goods or the supply of those Services to You.

8.2 Where we sell Goods to You, title to and property in Goods remains with Us until:

(a) We receive full payment for the Goods; and

(b) We receive full payment of all other monies owing by You to Us including monies in respect of Goods previously or subsequently supplied to You.

8.3 So long as any money remains unpaid by You to Us in respect of any Goods:

(a) The relationship between You and Us is fiduciary;

(b) You will hold the Goods as bailee for Us and will be responsible for any loss, damage or conversion of the Goods;

(c) You must store the Goods in a manner that clearly shows that they remain Our property;

(d) We will be entitled to enter Your premises (or those of any associated company or agent where the Goods are located) without liability for trespass or any resulting damages in order to retake possession of the Goods (if possible); and

(e) We may keep or re-sell any Goods repossessed pursuant to this clause.

8.4 Despite the provisions of this clause, where We have agreed to sell and You have agreed to purchase Goods, we are entitled to maintain an action against You for the purchase price of the Goods.

8.5 Where We supply Goods to You without first having received payment in full for the Goods (and any Services), You acknowledge that We have a right to register and perfect a purchase money security interest pursuant to the PPSA.

9. **Indemnity**

9.1 You agree to indemnify us for and against all claims, liabilities, loss, damage, costs or expenses that We may directly or indirectly suffer or incur as a result of:

(a) Damage to any property or injury or harm to any person as a result of Our delivery of Goods under Your direction or otherwise in accordance with Your instructions;

(b) Your use of the Goods in a reckless or unsafe manner or otherwise than in accordance with normal use or relevant specifications and guidelines;

(c) Any action by Us to recover any amount You owe to Us or to secure, perfect or enforce any of Our rights under this Agreement;

(d) Any new or increased tax, levy, duty or other impost imposed as a result of any new or changed law that applies to this Agreement or its subject matter; or

(e) Your negligence, breach of this Agreement or malicious or illegal act;

Except to the extent that such things are caused by Our negligence or Our breach of this Agreement.

9.2 You agree that We may invoice You for any amount in respect of which You are liable to indemnify Us and the amount stated in the invoice shall be a debt due and payable by You to Us in accordance with these Terms.

9.3 Each indemnity in this Agreement is a continuing obligation, separate and independent from any other obligation and survives the termination, completion or expiration of this Agreement. It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Agreement.

10. **Our Warranties and Liability**

10.1 We warrant that any Supply that We make to You will be made with due care and skill in a competent and workmanlike manner and in accordance with generally applicable industry standards.

10.2 Where the *Australian Consumer Law* applies You may have the benefit of guarantees which cannot be excluded, however, to the extent permitted by law, all express or implied warranties, representations, guarantees, terms and conditions other than those expressly contained in this Agreement are expressly excluded from this Agreement.

10.3 Except as otherwise required by the *Australian Consumer Law* or any other law, Our liability to You in relation to any Supply is limited to the cost paid by You for that Supply or alternatively, an obligation to resupply. To the fullest extent permitted by law, We will not be liable in any event whether in tort (including negligence), contract or otherwise for any loss of profits or any consequential, indirect or special damage, loss, injury or death of any kind suffered by You or any other person.

11. **PPSA**

11.1 In this clause, the terms "security agreement" and "security interest" have the same meaning as that given to them by the PPSA.

11.2 You agree that you will, if requested by Us, sign any documents, provide any information or do anything else We request, to ensure that any security interest created in Our favour by these Terms is, to the fullest extent possible under the PPSA, perfected in accordance with Part 2.2 of the PPSA.

11.3 You agree that, until any security interest created in Our favour by these Terms has been perfected, you will not register or permit to be registered or enter into any security agreement that allows any other party to register a security interest that may adversely affect the priority or enforceability of Our security interest.

11.4 In relation to security interests that are not used predominantly for personal, domestic or household purposes, section 115 of the PPSA allows the parties to contract out of certain provisions of the PPSA ("Removable Provisions"). To the extent that those Removable Provisions would have the effect of conferring rights on You or imposing obligations on us that You or We would not otherwise have had, they are hereby contracted out of and will not apply to any Agreement or transaction between You and Us or to any security interest created in Our favour. You also agree to waive Your right to receive a verification statement under section 157 of the PPSA or any notices under any of the provisions listed in section 144 of the PPSA.

11.5 Notwithstanding section 275 of the PPSA, You and We agree to keep confidential all information of the kind referred to in section 275, unless compelled by law to disclose such information.

12. General

12.1 Where You are a partnership or trustee You warrant that you have the right to be fully indemnified out of trust or partnership assets in relation to any liability incurred by You in connection with any Supply provided by Us to You.

12.2 This Agreement is governed by the laws of the State of Queensland and You agree to submit to the non-exclusive jurisdiction of the courts in the State of Queensland. You agree that proceedings may be commenced in any court in Brisbane and consent to that court having jurisdiction, notwithstanding that it may not otherwise have jurisdiction, but for this clause.

12.3 If any provision of this Agreement is illegal, void or unenforceable, it will severed from this Agreement and the remainder of the Agreement will remain valid and enforceable.

12.4 No amendment or variation to these Terms or this Agreement will be effective unless it is in writing. We may vary these Terms at any time and any such variation will be incorporated into this Agreement with effect from the date on which We notify You of such variation. We may provide this notice by publishing the varied Terms on Our Website and within 24 hours of Us doing so You will be deemed to have received notice of the variation. Any variation to these Terms will apply to all transactions between You and Us occurring after written notification of the varied Terms has been given to You.

12.5 Any provisions of this Agreement which are capable of having effect after the expiration of the Agreement shall remain in full force and effect following the expiration of the Agreement.

12.6 We may at any time assign Our rights and interests or novate Our duties and obligations (in whole or in part) under this Agreement and you hereby consent to any such assignment or novation by Us. You may not assign or attempt to any of Your rights or obligations under this Agreement without Our prior written consent in writing, which consent may be given or refused at Our absolute discretion and subject to such terms as We see fit.

12.7 Notices in connection with this Agreement may be given in the manner permitted by addressing and delivering or transmitting the notice to the address or contact number listed:

(a) for Us, as set out in this Agreement or as published on Our Website as at the time the notice is given; or

(b) for You, as stated in Your Application or otherwise notified by You to Us from time to time.

12.8 Notices shall be deemed to have been received at the time they would normally be received in the ordinary course according to the method of delivery used, except where the sender receives information or becomes aware or ought reasonably to be aware of circumstances that would indicate to a reasonable person that the notice had not been received.

12.9 Neither party shall be liable for any default or delay due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

12.10 Any failure by Us to enforce any clause of this Agreement, or any forbearance, delay or waiver of Our rights or indulgence granted by Us to You will not be construed as a waiver of Our rights under this Agreement.

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