

Application for Credit Account

General Pumps Pty Ltd
T/A General Pump Company
ABN 13 636 174 288
22-24 Sommerville Cct
Emu Plains, NSW. 2750.
Australia
Ph: (02) 4731 3940
Fax: (02) 4731 3366

Nature of Organisation:

Sole Trader Partnership Proprietary Company Trust Other _____

Trade Name: _____

Legal Name: _____

Delivery Address: _____

Postal Address: _____

Telephone: () _____ Fax: () _____ Mobile: () _____

Registered Office: _____ Email: _____

ABN: _____ Paid up Capital: _____

Previous Address Details (if less than 2 years): _____

Details of Partners (if partnership)

1. Full Name: _____

Home Address: _____

Home Phone: _____

Mobile: _____

2. Full Name: _____

Home Address: _____

Home Phone: _____

Mobile: _____

or

Details of Directors (if Proprietary Company)

3. Full Name: _____

Home Address: _____

Home Phone: _____

Mobile: _____

4. Full Name: _____

Home Address: _____

Home Phone: _____

Mobile: _____

Contact Person for Accounts: _____

Name and Branch of Bank: _____

Solicitors' Name and Address: _____

Accountants Name and Address: _____

Trade References: (excluding Credit Cards, Fuel Suppliers, Landlord, Power & Phone)

1. _____ Phone: _____ Fax: _____

2. _____ Phone: _____ Fax: _____

3. _____ Phone: _____ Fax: _____

4. _____ Phone: _____ Fax: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1988). I authorise any person or company to give information as may be required in response to credit inquiries. I have read and understand the Standard Terms & Conditions of Sale attached of General Pumps Pty Ltd T/A General Pump Company which form part of, and are intended to be read in conjunction with this Credit Application and agree to be bound by these conditions.

Signed: _____ Date: _____

(Proprietor / Partner / Director / Authorised Signatory) circle one

Full Name: _____ Position: _____

Guarantors Details (if required):

Full Name: _____ Occupation: _____

Address: _____ Signature: _____

Corporate Guarantee and Indemnity

General Pumps Pty Ltd
T/A General Pump Company
ABN 13 636 174 288

22-24 Sommerville Cct
Emu Plains. NSW. 2750.
Australia
Ph: (02) 4731 3940
Fax: (02) 4731 3366

IN CONSIDERATION of General Pumps Pty Ltd T/A General Pump Company and it's successors and assigns ("the seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to _____ ("the buyer")

- _____ Limited "The Guarantor" UNCONDITIONALLY AND IRREVOCABLY;
1. GUARANTEE the due and punctual payment to the Seller of all moneys which are now owing to the Seller by the Buyer and all further sums of money from time to time owing to the Seller by the Buyer in respect of the goods and services supplied by the Seller to the Buyer or any other liability of the Buyer to the Seller, and the observance and performance by the buyer of all its obligations contained or implied in any contract with the Seller. If for any reason the Buyer does not pay any amount owing to the Seller the Guarantor will immediately, on demand pay the relevant amount due to the Seller.
 2. HOLDS HARMLESS AND INDEMNIFIES the seller on demand as a separate obligation against any liability (including but not limited to damages cost losses) and legal fees (as defined hereunder on paragraph b hereof) incurred by or assessed against the Seller in connection with:
 - (a) the supply of Goods and/or services to the Buyer; or
 - (b) the recovery of moneys owing to the Seller by the Buyer including the enforcement of this guarantee, and including but not limited to the Seller's nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
 - (c) moneys paid by the Seller with the Buyer's consent in settlement of a dispute between, the Seller, the Buyer, and a third party or combination thereof, over the supply of goods and/or services by the Seller to the Buyer.
- THE GUARANTOR FURTHER ACKNOWLEDGES AND AGREES THAT:
3. The 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 the moneys owing to the Seller by the Buyer and all obligations have been fully paid, satisfied and performed.
 4. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the buyer 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 Buyer's obligations to the Seller, each guarantor shall be a principal debtor and liable to the Seller accordingly.
 5. If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Seller shall each be restored to the position in which they would have had no such payment been made.
 6. This Guarantee and indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
 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 both 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. The Guarantor has been advised to obtain independent legal advice before executing this guarantee but has either waived or declined to take independent legal advice. The guarantor understands that it is liable for all the amounts owing (both now and in the future) by the Buyer to the Seller.
 9. The above information is to be used by the Seller for all purposes in connection with the Seller for all purposes to connection with the Seller considering this guarantee and the subsequent enforcement of the same.
 10. The Guarantor makes the representations and warranties set out in the Schedule. Each of the representations and warranties made by the Guarantor will be deemed to be repeated by the Guarantor continuously whilst this Guarantee and Indemnity remains in effect by reference to the facts and circumstances then existing.
 11. The Guarantor irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. The Guarantor further irrevocably authorises the Seller 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 dealing that I/we may have with the Seller as a result of this Guarantee being actioned by the Seller.

GUARANTOR

SIGNED BY

THE TWO DIRECTORS: _____

FULL NAME: _____

ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20 __

If there is only one director, that director's signature must be witnessed.

SCHEDULE

1. POWERS

The Guarantor has the power to enter into, and exercise its rights to perform and comply with its obligations under this Guarantee of Indemnity;

2. Corporate Action, Authorisations and Consents

Everything required to be done, including the taking of all necessary corporate action and the obtaining of all necessary consents, has been duly done in order to:

- a. enable the Guarantor to lawfully enter into, exercise its rights and perform and comply with its obligations under, this Guarantee and Indemnity; and
- b. ensure that those obligations are legal, valid, binding and enforceable in accordance with their respective; and

3. Obligations Binding

The obligations of the Guarantor under this guarantee and Indemnity are legal, valid, binding and enforceable in accordance with their respective terms.

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

Personal/Directors Guarantee and Indemnity

General Pumps Pty Ltd
T/A General Pump Company
ABN 13 636 174 288
22-24 Sommerville Cct
Emu Plains. NSW. 2750.
Australia
Australia
Ph: (02) 4731 3940
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IN CONSIDERATION of General Pumps Pty Ltd T/A General Pump Company and its successors and assigns ("the seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

_____ ("the buyer")

_____ Limited "The Guarantor" UNCONDITIONALLY AND IRREVOCABLY;

1. GUARANTEE the due and punctual payment to the Seller of all moneys which are now owing to the Seller by the Buyer and all further sums of money from time to time owing to the Seller by the Buyer in respect of the goods and services supplied by the Seller to the Buyer or any other liability of the Buyer to the Seller, and the observance and performance by the buyer of all its obligations contained or implied in any contract with the Seller. If for any reason the Buyer does not pay any amount owing to the Seller the Guarantor will immediately, on demand pay the relevant amount due to the Seller.

2. HOLDS HARMLESS AND INDEMNIFIES the seller on demand as a separate obligation against any liability (including but not limited to damages cost losses) and legal fees (as defined hereunder on paragraph b hereof) incurred by or assessed against the Seller in connection with:

(a) the supply of Goods and/or services to the Buyer; or

(b) the recovery of moneys owing to the Seller by the Buyer including the enforcement of this guarantee, and including but not limited to the Seller's nominee costs of collection and legal costs calculated on a solicitor and own client basis; or

(c) moneys paid by the Seller with the Buyer's consent in settlement of a dispute between, the Seller, the Buyer, and a third party or combination thereof, over the supply of goods and/or services by the Seller to the Buyer.

I/WE FURTHER ACKNOWLEDGES AND AGREES THAT:

3. 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 the moneys owing to the Seller by the Buyer and all obligations have been fully paid, satisfied and performed.

4. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the buyer 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 Buyer's obligations to the Seller, each guarantor shall be a principal debtor and liable to the Seller accordingly.

5. If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Seller shall each be restored to the position in which they would have been had no such payment been made.

6. This Guarantee and indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.

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 both of them together unless the context otherwise requires, and the obligations and agreements on the part of the guarantor contained in this guarantee and Indemnity shall bind them jointly and severally.

8. I/We have been advised to obtain independent legal advice before executing this guarantee but have either waived or declined to take independent legal advice. I/We understand that I/we am/are liable for all the amounts owing (both now and in the future) by the Buyer to the Seller.

9. The above information is to be used by the Seller for all purposes in connection with the Seller for all purposes to connection with the Seller considering this guarantee and the subsequent enforcement of the same.

GUARANTOR 1

SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20 __

GUARANTOR 2

SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20 __

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

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

WARNING: THIS IS AN IMPORTANT DOCUMENT -YOU SHOULD SEE YOUR LAWYER OR ADVISOR BEFORE SIGNING I

Standard Terms & Conditions of Sale

General Pumps Pty Ltd T/A General Pump Company

22-24 Sommerville Cct, Emu Plains NSW 2750.

Ph: (02) 4731 3940. Fax: (02) 4731 3366. Email: admin@generalpumps.com.au

1. SELLER means GENERAL PUMPS PTY LTD (TRADING AS GENERAL PUMP COMPANY) and BUYER means the Buyer whose order for the purchase of goods or service is accepted by seller.
 2. ACCEPTANCE OF BUYER'S ORDER: These terms and conditions shall apply to every sales contract and sale of goods or services (Goods and Services shall mean all goods or services supplied by the Seller to the Buyer from time to time (now and in the future) and includes all goods specified in the Seller's quotation and/or invoices issued by the Seller to the Buyer and includes such of the goods or services as are delivered in installments) between the Seller and the Buyer; any terms and conditions of the Buyer's order deviating from or inconsistent with these terms and conditions are expressly rejected by the Seller. This rejection also extends to any statement by the Buyer that the Buyer's terms and conditions shall prevail and to any stipulation by the Buyer as to the manner of declaring such rejection. A contract shall only be deemed to have been entered into between the Seller and the Buyer for the Supply of Goods and Services when, upon an order having been placed upon the Seller for Goods or Services, that order has been accepted by the Seller. (Such acceptance of order may be made and communicated by the Seller in writing or by overt act of acceptance). The provisions of this Clause 2 shall apply to every quotation or offer by the Seller for the supply of Goods or Services.
 3. PRICES: Quotations are to be treated as estimates only and subject to withdrawal, correction or alteration at any time before acceptance of the Buyers order by the Seller. PRICES ARE EX SELLER'S WAREHOUSE UNLESS OTHERWISE AGREED IN WRITING. GST IS ADDITIONAL TO ALL PRICES UNLESS OTHERWISE STATED.
 4. INSURANCE: The Buyer is responsible to effect whatever insurance cover he requires at his expense.
 5. PAYMENT: Unless otherwise specified in a written quotation or on an invoice one third (33%) progress payment to accompany official order with further progress payments as requested and balance on completion or on advice from us that completed Goods are ready for delivery. If the seller shall extend credit to the Buyer, payment for all Goods sold will be within thirty (30) days from the last day for the month in which each delivery was made. Interest shall be payable by the Buyer on all amounts overdue to the seller at the rate of two (2) per centum per month. All recovery costs on overdue accounts are payable by the Buyer including all legal costs on a solicitor client basis.
 6. CONFIRMATION ORDERS: Confirmation orders must be marked as such by the Buyer, if not the Seller will consider the Buyer's order as original.
 7. CANCELLATION: Orders accepted by the Seller cannot be countermanded or delivery deferred or Goods returned, notwithstanding late delivery or otherwise, except with the written consent of the Seller and upon terms that reimburse and indemnify the Seller against all loss including cartage, bank charges and other incidental expenses on any part of the order that is cancelled. Where the Seller agrees to accept Goods for return a re-stocking fee will be chargeable at the Seller's discretion.
 - 7A. ACCEPTANCE AND CLAIMS: Acceptance of the Goods delivered shall be deemed for all purposes to have taken place at the expiration or seven (7) days from the date of delivery.
 8. DELIVERY AND RISK:
 - (a) Delivery will be at the Buyer's cost to be effected as close as possible to the customer's specified date of supply contained in the quotation. The Seller will take responsible steps to deliver by the specified date however the Seller makes no warranty for and will not be responsible for any delay in delivery. The Buyer acknowledges that delays due to factors outside the Seller's control such as holidays, fire, strikes, lockouts, shipping delays and other contingencies may lead to the alteration of delivery dates.
 - (b) The Seller may deliver the Goods by installments or partial shipments and the Buyer will accept each delivery. Requirements of the Buyer shall not be a condition or of the essence of the contract. The Seller shall be under no liability for direct or consequential loss or damage to the Buyer arising from delay or postponement in delivery.
 - (c) The risk in the Goods shall pass to the Buyer upon dispatch from the Seller's warehouse. The Seller will not try in any circumstances accept liability for damage, shortage or loss during transit.
 - (d) The Seller, if requested by the Buyer, may make delivery arrangements for the Goods. If the Buyer has requested the Seller to arrange for the delivery of Goods the Buyer shall pay the Seller for the Freight and any freight insurance requested by the Buyer on the transport of the Goods.
 - (e) The Buyer shall provide or cause to be provided full and clear access for delivery and will at its own expense provide all necessary assistance in unloading the Goods at the nominal place of delivery.
 - (f) If delivery of the Goods by the Seller is delayed for a cause other than its own negligence the Buyer shall be liable for extra charges, losses or expenses incurred by the Seller and the Buyer shall not be entitled to cancel this Contract by reason thereof.
 - (g) The Seller shall have the right to discontinue delivery and also at its discretion to determine the contract in respect of any undelivered Goods if the Buyer defaults in payment or if in the Company's opinion the financial condition of the Buyer warrants such suspension of deliveries or determination.
 9. PROPERTY & OWNERSHIP OF GOODS: The property in the Goods shall remain the Seller's until it has received in cash the total payment of all monies owed for the such goods and all other goods supplied by The Seller. The Seller may at any time recover the Goods if they are in the Buyer's possession and have access when requested to Buyer's premises to secure recovery and resell the Goods if any payment owed by the Buyer on any account is overdue.
 10. PERSONAL PROPERTY SECURITIES ACT:
 - (a) The Buyer acknowledges:

contemplated herein gives rise to a Security Interest in the Goods as Collateral under and for the purposes of the PPS Act;

 - (ii) that the Seller's Security Interest in the Goods is effective and Attaches to the Goods immediately upon the Buyer taking delivery of the Goods;
 - (iii) that the Seller may register the Seller's Security Interest on the PPS Register and the Buyer consents to such registration;
 - (iv) that for the purposes of the PPS Act, the Goods are not Consumer Property (class for the purposes of the PPS Act – Other Goods) and/or if appropriate Inventory.
 - (b) The Buyer hereby consents to the Seller taking all steps the Seller considers necessary or advisable to:
 - (i) perfect, maintain continuous perfection, protect, record or register, amend, improve, remove or end the registration of the Seller's Security Interest in the Goods; and
 - (ii) better secure the Seller's Security Interest in respect of the Goods under the PPS Act.
 - (c) The Buyer must:
 - (i) do everything including signing all documents and giving all consents to cause the Seller's Security Interest to Attach to the Goods as Collateral immediately upon the signing of these Terms and Conditions or otherwise within the timeframes as specified in the PPS Act (if any) and the Buyer hereby appoints the Seller as the Buyer's attorney for this purpose;
 - (ii) do everything including signing all documents and giving all consents to enable the Seller to register the Seller's Security Interest within the time for so doing specified in the PPS Act and the Buyer hereby appoints the Seller as the Buyer's attorney for this purpose;
 - (iii) do everything including signing all documents and giving all consents to enable the Seller to cure and defect in registration of the Seller's Security Interest and the Buyer hereby appoints the Seller as the Buyer's attorney of this purpose;
 - (iv) not raise any objection to or seek to set aside or have set aside the registration of the Seller's Security Interest unless and until the Buyer has fully discharged its obligations under or in respect of the Seller's Security Interest and, generally, the Transactions contemplated herein;
 - (v) not grant or cause or permit to be granted any further Security Interest in relation to the Goods as Collateral without the Seller's prior written consent;
 - (vi) do everything including signing all documents and giving all consents to enable the Seller to enforce the Seller's Security Interest; and
 - (vii) the Buyer hereby appoints the Seller as the Buyer's attorney for the purposes of giving effect to the enforcement by the Seller's obligations herein of the Seller's Security Interest.
 - (d) The Buyer must immediately notify the Seller upon the happening of any Insolvency Event.
 - (e) The Buyer acknowledges that:
 - (i) the Seller's Security Interest in the Goods is a Purchase Money Security Interest within the meaning of the PPS Act;
 - (ii) if the Buyer sells any Goods or Services the Seller's Security Interest in the Goods attaches to the Proceeds;
 - (iii) by accepting a quotation, providing the Seller with a purchase order, making an order for supply of Goods or accepting a delivery of Goods from the Seller, the Buyer is adopting the Seller's Terms and Conditions for the purposes of the PPS Act; and
 - (iv) to the extent that Goods are installed in or affixed to other goods by the Buyer, the Seller's Security Interest continues in the Accession.
- For the purpose of this clause:
"Attaches" has the meaning given in section 19 of the PPS Act, and
"Attached" and "Attachment" have the corresponding meanings.
"Collateral" has the meaning given in section 10 of the PPS Act and refers to the Goods, and includes, without limitation, any Accession thereto or Proceeds thereof.
"Seller's Security Interest" means the Security Interest in the Goods contemplated by these terms and Conditions.
"Consumer Property" and "Commercial Property" have the meaning given in Section 10 of the PPS Act.
"Insolvency Event" means any of the following events – a Statutory Demand issued under section 459E of the Corporations Act in respect of the Buyer, an application to wind up the Buyer whether on a voluntary or involuntary basis, a proposed resolution to wind up the Buyer, a proposal to appoint an administrator to or to execute a Deed of Company Arrangement in respect of the Buyer, an application for a Sequestration Order under Division 2 of the Bankruptcy Act against the Buyer, or a presentation of a Debtors Petition under Division 3 of the Bankruptcy Act by the Buyer.
"Inventory" has the meaning given in the PPS Act.
"PPS Act" means the Personal Property Securities Act 2009 (Cth).
"PPS Register" means the Personal Property Security Register established under the PPS Act.
"Proceeds" has the meaning given in the PPS Act.
"Register" means to register a Security Interest on the PPS Register and
"Registration" has a corresponding meaning.
"Security Interest" has the meaning given in section 12 of the PPS Act
"Transactions" includes all future supplies of Goods by the Company to the Buyer.
11. WARRANTY:
 - 11A. If the Buyer is a Consumer as defined in Schedule 2 Chapter 1 Section 3 of the Competition and Consumer Act 2010 (Cth) (the "Act") (a "Consumer"), the

(i) that the Transactions (including each and every future transaction) benefits under this warranty are provided in addition to any warranty or guarantee imposed by law and in particular the guarantees implied by the Act. In no way does this clause seek to exclude or limit any right or remedy a Consumer has in law. However, to the extent that it is permitted by law any warranties or guarantees are excluded if the Buyer is not a Consumer.

11B. The Seller warrants that the Goods will be free from defects in material and workmanship for twelve (12) months from delivery (the "Seller Warranty") provided the Buyer has commenced using the Goods within three (3) months from date of delivery, unless the Goods are, at the expense of the Buyer, inspected and approved by the Seller's engineers, in which case the warranty shall continue for the balance of the initial twelve (12) month period.

11C. The Seller Warranty shall not cover claims where:

- the Goods have been subjected to abnormal conditions, whether of temperature, humidity, pressure, stress or otherwise;
- the Goods have not been used, installed or maintained in accordance with the Seller's instructions, specified applications (if any) or specifications or have been misused, abused, neglected or have been involved in an accident;
- the Goods have been affected by corrosion, erosion or normal wear and tear;
- accessories or spare parts used in connection with the Goods have not been manufactured or approved by the Seller;
- unauthorised repairs or alterations have been made to the Goods; or
- there is a failure of Goods or parts not manufactured by the Seller and where such Goods or parts are warranted or quarantined by its manufacturer or supplier those guarantees or warranties whether express or implied are assigned to whom the Goods are supplied.

11D. Should the Buyer or Consumer wish to make a claim under this clause the Buyer or Consumer is required to first notify the Seller (care of 97 Gascoigne Street, Kingswood, New South Wales 2747 Australia, ph: (02) 4731 3940, fax: (02) 4731 3366, email: admin@generalpumps.com.au) within the warranty period defined above. Unless the seller is otherwise required by law to do so, the Buyer must arrange for and bear the cost of the return of the Goods to the Seller.

11E. If the Buyer is a Consumer, the warranty contained in this clause is provided in addition to the other rights and remedies the Buyer may have as a Consumer. In these circumstances the Goods come with guarantees that cannot be excluded under the Australian Consumer Law. In these circumstances the Buyer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Buyer who is a consumer is also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure. All conditions and warranties implied by law or statute are hereby otherwise expressly excluded so far as legally possible. The Seller is not otherwise liable for any direct, indirect or consequential loss, costs or damage howsoever arising or occurring, whether found in tort, contract, and statute or otherwise to the extent permitted by law.

12. **NO IMPLIED SERVICE: The Seller does not hold itself out to be qualified to provide advice in civil construction, engineering or occupational health and safety nor is the Seller qualified to or hold itself out as providing advice or consultation on the Good's use in hazardous or dangerous environments (including but not limited to use with flammable or explosive liquids or environments). It is important that the Buyer obtains its own advice about the capability of the Goods to meet the Buyer's specific requirements.** The Buyer acknowledges that except as provided by law this agreement does not entitle the Buyer to demand to receive from us any site inspection or service of the Goods supplied. If the Buyer does require our services in respect of site inspection and service of the Goods, the subject of this agreement, then the Buyer should arrange with us to enter a separate agreement in respect of the same. In the event that no separate agreement in relation to site inspection and service is required by the Buyer, then the Buyer acknowledges that in the event of the Goods supplied requiring to be serviced or inspected due to breakdown or otherwise, then the Buyer shall rely solely on any benefit in respect of same provided by the manufacturer.

13. **REPAIRS:** Goods returned by the Buyer to the Seller for repair will be free of all charges to the Seller and at the Buyer's risk.

14. **VARIATION BY BUYER:** Should there be any variation in details, sizes and quantities, delivery instructions or any other item or matter on which the quotation or invoice is based the Seller reserves the right to revise and amend the contract price accordingly.

15. **COUNCIL APPROVAL:** Our quotation makes no allowances for building or development application or fees to Council or relevant approvals for use required by council or Government codes. Responsibility is solely on the Buyer for such approvals for the Goods and their installation or use.

16. **CLERICAL ERRORS:** Clerical errors in computations, typing or otherwise or catalogue, quotation, acceptance, offer, invoice, delivery docket, credit note, specification of the Seller shall be subject to correction.

17. DESCRIPTION AND SPECIFICATIONS:

a) Whilst the Seller endeavours to ensure their accuracy the descriptions, illustrations and material contained in any catalogue, price list, brochures, leaflets or other descriptive matter provided by or on behalf of the Seller represent the general nature only of the items described therein and, save where the company has accepted an order for Goods specified as so described or illustrated, shall not form any part or any order or agreement or amount to any representation or warranty and, save as aforesaid, the use of such description or illustration shall not constitute a contract of sale by description. The Seller reserves the right to modify the design of Goods without notice.

b) Unless otherwise agreed the Seller may make any alteration or departure from any specification or design subject to no substantial deviation from the specified performance being caused hereby, and without incurring any obligation to make equivalent changes to any product previously supplied.

18. **WAIVER:** Failure by the Seller to enforce any of the contract terms shall not be construed as a waiver of any of the Seller's rights hereunder or a waiver of a continuing breach.

19. The contract is only between you and us. No interference to the performance of this contract by a third party e.g. union, will be tolerated by either party. Where onsite work is included in this Contract, the Seller shall be solely responsible to the buyer and/or his agent for directions, orders, measurements, set-outs, liaison with other trades and delivery times. Such directions shall not be interfered with by any other parties such as union officials and their agents, other trades, property owners or tenants, and the Buyer agrees that the Seller shall not be held responsible for any decision or disruption caused by such parties. Unrestricted access to site during normal business hours for deliveries and/or site works is to be assured.

20. **MODIFICATIONS:** All modifications and amendments to these Terms and Conditions shall be in writing and if otherwise shall not be binding upon the Seller.

21. If any of the provisions of this Contract are unlawful or invalid by reason of any applicable statute or rule of law, then such provision shall be severed from the rest of this Contract which shall remain valid and binding on the parties.

22. **CONFIDENTIALITY:** Subject to section 275(7) of the PPS Act, neither party will disclose information of the kind mentioned in section 275(1) of the PPS Act.

23. **ENFORCEMENT OF SECURITY INTEREST:** If chapter 4 of the PPS Act would otherwise apply to the enforcement of the Security Interest created under this Contract, the Buyer agrees that the following provisions of the PPS Act will not apply:

- section 95 (notice of removal of accession), to the extent that it requires the Seller to give a notice to the Buyer;
- section 121(4) (enforcement of liquid assets – notice to Grantor);
- section 130 (notice of disposal), to the extent that it requires the Seller to give a notice to the Buyer;
- subsection 132(3)(d) (contents of statement of account after disposal);
- subsection 132 (4) (statement of account if no disposal);
- section 135 (notice of retention);
- section 142 (redemption of collateral); and
- section 143 (reinstatement of security agreement).

24. **NOTICES UNDER THE PPS ACT:** The Seller does not need to give the Buyer any notice under the PPS Act (including a notice of a verification statement) unless the notice is required by the PPS Act and that requirement cannot be excluded.

28/10/2019