



Dear Valued Customer,

Welcome to Pro Plumbing Supplies!

Please find attached a credit account application form for completion.

Documents included in the account application are:

- Application for Credit Account
- Personal/Directors Guarantee & Indemnity
- Terms & Conditions of Trade (Customer Copy)

Please ensure that all applicable documentation is completed in **full and signed by a director and/or shareholder of the company (owning at least 15% of the shares of the business)**. We cannot accept credit accounts not signed by all directors/shareholders.

Please ensure your account application is witnessed in the applicable areas & note we require a photo copy of the director and/or shareholders current drivers license when making the application.

Completed applications can be returned via email to finance@proplumbingsupplies.au or alternatively please return directly to the store located at 24 Trade Place, Vermont. Victoria 3133.

Please contact us on if you have any queries in regards to your credit account application.

We look forward to a successful working relationship.

Kind Regards,

Wayne Ross & Lee Robinson

Pro Plumbing Supplies Vermont Pty Ltd (ACN 626 612 271)

24 Trade Place

Vermont, Victoria. 3133

Phone: 9872 4477

Email: finance@proplumbingsupplies.com.au

ABN: 37 626 612 271



CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

DATE: REF No.

BUYER'S TRADE NAME: Registered Name: Yes / No

BUYER'S FULL or LEGAL NAME (incl Trust/Trustee if applicable):

ABN &/or ACN Number:

Phone: Fax:

Mobile: Email:

Billing Address: Physical Address:

State: Postcode: State: Postcode:

Registered Office Address: State: Postcode

Business Premises: Owned Leased Mortgaged Details of lessor/agent or mortgage:

Requested Credit Limit: \$ Monthly Anticipated Trading Amount: \$

Date Established: No. Of years trading:

Purchasing Contact: Accounts Payable Contact:

Position: Position:

Phone: Phone:

Bank Name: Bank Address:

checkbox

checkbox

checkbox

checkbox

checkbox

OWNER (If Sole Trader) PARTNERS (If Partnership) DIRECTORS (If Company) TRUSTEE (If a Trust) CONSUMER (Personal Use)

Full Name: Full Name:

Home Address: Home Address:

Postcode: Date of Birth: Postcode: Date of Birth:

Home Phone: Home Phone:

Drivers Licence No. Drivers Licence No.

Full Name: Full Name:

Home Address: Home Address:

Postcode: Date of Birth: Postcode: Date of Birth:

Home Phone: Home Phone:

Drivers Licence No. Drivers Licence No.

Name/Address closest living relative not living with you (if consumer):

Nature of Business: Plumber Builder Industrial Refrigeration HVAC & Fire Irrigation Civil Other

TRADE REFERENCES

Business Name 1: Address or A/C No:

Phone: Fax:

Business Name 2: Address or A/C No:

Phone: Fax:

Business Name 3: Address or A/C No:

Phone: Fax:

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Pro Plumbing Supplies Vermont Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Buyer I shall be personally liable for the performance of the Buyer's obligations under this contract.***

SIGNED (SELLER): _____ **SIGNED (BUYER):** _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO BUYERS SIGNATURE:

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

Deed of Directors Guarantee and Indemnity

IN CONSIDERATION of Pro Plumbing Supplies Vermont Pty Ltd (ACN 37 626 612 271) and its successors and assigns ("PPSV") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods to

("the Customer") *[Insert Company Name In Box Provided]*

I/WE (also referred to as the "Guarantor(s)") UNCONDITIONALLY AND IRREVOCABLY:

- 1. GUARANTEE** the due and punctual payment to PPSV of all moneys which are now owing to PPSV by the Customer and all further sums of money from time to time owing to PPSV by the Customer in respect of goods and services supplied or to be supplied by PPSV to the Customer or any other liability of the Customer to PPSV, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with PPSV, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to PPSV the Guarantor will immediately on demand pay the relevant amount to PPSV. In consideration of PPSV agreeing to supply the Goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money to PPSV). The Guarantor hereby consents to the registration by PPSV of caveats against the title of any land owned by the Guarantor to protect the charge created in this clause. The Guarantor further acknowledges and agree that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to PPSV registering any interest so charged. The Guarantor irrevocably appoints PPSV and each director of PPSV as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which PPSV may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
- 2. HOLD HARMLESS AND INDEMNIFY** PPSV on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, PPSV in connection with:
 - (a) the supply of goods and/or services to the Customer; or
 - (b) the recovery of moneys owing to PPSV by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to PPSV costs of collection and legal costs on a fully indemnity basis; or
 - (c) moneys paid by PPSV with the Customer's consent in settlement of a dispute that arises or results from a dispute between, PPSV, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by PPSV to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 3. I/We have received, read and understood PPSV's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- 4.** This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to PPSV by the Customer and all obligations herein have been fully paid satisfied and performed.
- 5.** No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on PPSV's part (whether in respect of the Customer 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 Customer's obligations to PPSV, each Guarantor shall be a principal debtor and liable to PPSV accordingly.
- 6.** If any payment received or recovered by PPSV is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and PPSV shall each be restored to the position in which they would have been had no such payment been made.
- 7.** The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- 8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to PPSV.**
- 9.** I/we irrevocably authorise PPSV to obtain from any person or company any information which PPSV may require for credit reference purposes. I/We further irrevocably authorise PPSV to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with PPSV as a result of this Guarantee and Indemnity being actioned by PPSV.
- 10.** The above information is to be used by PPSV for all purposes in connection with PPSV considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1 SIGNED, SEALED AND DELIVERED: _____ FULL NAME: _____ HOME ADDRESS: _____ DATE OF BIRTH: _____ SIGNATURE OF WITNESS: _____ NAME OF WITNESS: _____ OCCUPATION: _____ PRESENT ADDRESS: _____ EXECUTED as a Deed this day of 20

GUARANTOR-2 SIGNED, SEALED AND DELIVERED: _____ FULL NAME: _____ HOME ADDRESS: _____ DATE OF BIRTH: _____ SIGNATURE OF WITNESS: _____ NAME OF WITNESS: _____ OCCUPATION: _____ PRESENT ADDRESS: _____ EXECUTED as a Deed this day of 20

Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
2. If the Customer 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 OWN LAWYER OR ADVISOR BEFORE SIGNING IT

1. Definitions

- 1.1 "PPSV" means Pro Plumbing Supplies Vermont Pty Ltd (ACN 626 612 271), its successors and assigns or any person acting on behalf of and with the authority of Pro Plumbing Supplies Vermont Pty Ltd.
- 1.2 "Customer" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.
- 1.3 "Goods" means all Goods or Services supplied by PPSV to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4 "Price" means the Price payable for the Goods as agreed between PPSV and the Customer in accordance with clause 4 below.

2. Acceptance

- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.
- 2.2 These terms and conditions may only be amended with PPSV's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and PPSV.

3. Change in Control

- 3.1 The Customer shall give PPSV not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by PPSV as a result of the Customer's failure to comply with this clause.

4. Price and Payment

- 4.1 At PPSV's sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by PPSV to the Customer; or
 - (b) the Price as at the date of delivery of the Goods according to PPSV's current price list; or
 - (c) PPSV's quoted price (subject to clause 1.1) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 4.2 PPSV reserves the right to change the Price if a variation to PPSV's quotation is requested. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation as a result of additional works required due to hidden or unidentifiable difficulties or as a result of increases to PPSV in the cost of materials) will be charged for on the basis of PPSV's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 4.3 At PPSV's sole discretion a non-refundable deposit may be required.
- 4.4 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by PPSV, which may be:
 - (a) on delivery of the Goods;
 - (b) seven (7) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
 - (c) the date specified on any invoice or other form as being the date for payment; or
 - (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by PPSV.
- 4.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to two and a half percent (2.5%) of the Price), or by any other method as agreed to between the Customer and PPSV.
- 4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to PPSV an amount equal to any GST PPSV must pay for any supply by PPSV under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

5. Delivery of Goods

- 5.1 Delivery ("**Delivery**") of the Goods is taken to occur at the time that:
 - (a) the Customer or the Customer's nominated carrier takes possession of the Goods at PPSV's address; or
 - (b) PPSV (or PPSV's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.
- 5.2 At PPSV's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.
- 5.3 The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then PPSV shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 5.4 PPSV may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 5.5 Any time or date given by PPSV to the Customer is an estimate only. The Customer must still accept delivery of the Goods even if late and PPSV will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.

6. Risk

- 6.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
- 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, PPSV is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by PPSV is sufficient evidence of PPSV's rights to receive the insurance proceeds without the need for any person dealing with PPSV to make further enquiries.
- 6.3 If the Customer requests PPSV to leave Goods outside PPSV's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.

7. Title

- 7.1 PPSV and the Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid PPSV all amounts owing to PPSV; and
 - (b) the Customer has met all of its other obligations to PPSV.
- 7.2 Receipt by PPSV of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 7.3 It is further agreed that:
- (a) until ownership of the Goods passes to the Customer in accordance with clause 7.1 that the Customer is only a bailee of the Goods and must return the Goods to PPSV on request.
 - (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for PPSV and must pay to PPSV the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 - (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for PPSV and must pay or deliver the proceeds to PPSV on demand.
 - (d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of PPSV and must sell, dispose of or return the resulting product to PPSV as it so directs.
 - (e) the Customer irrevocably authorises PPSV to enter any premises where PPSV believes the Goods are kept and recover possession of the Goods.
 - (f) PPSV may recover possession of any Goods in transit whether or not delivery has occurred.
 - (g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of PPSV.
 - (h) PPSV may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

8. Personal Property Securities Act 2009 ("PPSTA")

- 8.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by PPSTA.
- 8.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of PPSTA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by PPSV to the Customer.
- 8.3 The Customer undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which PPSV may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by PPSTA; or
 - (iii) correct a defect in a statement referred to in clause 8.3(a)(i) or 8.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, PPSV for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by PPSTA or releasing any Goods charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of PPSV;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of PPSV;
 - (e) immediately advise PPSV of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 8.4 PPSV and the Customer agree that sections 96, 115 and 125 of PPSTA do not apply to the security agreement created by these terms and conditions.
- 8.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of PPSTA.
- 8.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of PPSTA.
- 8.7 Unless otherwise agreed to in writing by PPSV, the Customer waives their right to receive a verification statement in accordance with section 157 of PPSTA.
- 8.8 The Customer must unconditionally ratify any actions taken by PPSV under clauses 8.3 to 8.5
- 8.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of PPSTA.
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9. Security and Charge

- 9.1 In consideration of PPSV agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 9.2 The Customer indemnifies PPSV from and against all PPSV's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising PPSV's rights under this clause.
- 9.3 The Customer irrevocably appoints PPSV and each director of PPSV as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 9 including, but not limited to, signing any document on the Customer's behalf.

10. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 10.1 The Customer must inspect the Goods on delivery and must within one (1) day of delivery notify PPSV in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow PPSV to inspect the Goods.
- 10.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 10.3 PPSV acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 10.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, PPSV makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. PPSV's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 10.5 If the Customer is a consumer within the meaning of the CCA, PPSV's liability is limited to the extent permitted by section 64A of Schedule 2.
- 10.6 If PPSV is required to replace the Goods under this clause or the CCA, but is unable to do so, PPSV may refund any money the Customer has paid for the Goods.
- 10.7 If the Customer is not a consumer within the meaning of the CCA, PPSV's liability for any defect or damage in the Goods is:
- (a) limited to the value of any express warranty or warranty card provided to the Customer by PPSV at PPSV's sole discretion;
 - (b) limited to any warranty to which PPSV is entitled, if PPSV did not manufacture the Goods;
 - (c) otherwise negated absolutely.
- 10.8 Subject to this clause 10, returns will only be accepted provided that:
- (a) the Customer has complied with the provisions of clause 10.1; and
 - (b) PPSV has agreed that the Goods are defective; and
 - (c) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and
 - (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 10.9 Notwithstanding clauses 10.1 to 10.8 but subject to the CCA, PPSV shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Customer failing to properly maintain or store any Goods;
 - (b) the Customer using the Goods for any purpose other than that for which they were designed;
 - (c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) the Customer failing to follow any instructions or guidelines provided by PPSV;
 - (e) fair wear and tear, any accident, or act of God.
- 10.10 PPSV may in its absolute discretion accept non-defective Goods for return in which case PPSV may require the Customer to pay handling fees of up to twenty percent (20%) of the value of the returned Goods plus any freight costs.
- 10.11 Notwithstanding anything contained in this clause if PPSV is required by a law to accept a return then PPSV will only accept a return on the conditions imposed by that law.

11. Intellectual Property

- 11.1 Where PPSV has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of PPSV.
- 11.2 The Customer warrants that all designs, specifications or instructions given to PPSV will not cause PPSV to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify PPSV against any action taken by a third party against PPSV in respect of any such infringement.
- 11.3 The Customer agrees that PPSV may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which PPSV has created for the Customer

12. Default and Consequences of Default

- 12.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at PPSV's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 12.2 If the Customer owes PPSV any money the Customer shall indemnify PPSV from and against all costs and disbursements incurred by PPSV in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, PPSV's collection agency costs, and bank dishonour fees).
- 12.3 Without prejudice to any other remedies PPSV may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions PPSV may suspend or terminate the supply of Goods to the Customer. PPSV will not be liable to the Customer for any loss or damage the Customer suffers because PPSV has exercised its rights under this clause.
- 12.4 Without prejudice to PPSV's other remedies at law PPSV shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to PPSV shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to PPSV becomes overdue, or in PPSV's opinion the Customer will be unable to make a payment when it falls due;
 - (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

13. Cancellation

- 13.1 PPSV may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice PPSV shall repay to the Customer any money paid by the Customer for the Goods. PPSV shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 13.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by PPSV as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 13.3 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

14. Privacy Act 1988

- 14.1 The Customer agrees for PPSV to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by PPSV.
- 14.2 The Customer agrees that PPSV may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the Customer;
 - and/or
 - (b) to notify other credit providers of a default by the Customer; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Customer.
- The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 14.3 The Customer consents to PPSV being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 14.4 The Customer agrees that personal credit information provided may be used and retained by PPSV for the following purposes (and for other purposes as shall be agreed between the Customer and PPSV or required by law from time to time):
- (a) the provision of Goods;
 - and/or
 - (b) the marketing of Goods by PPSV, its agents or distributors;
 - and/or
 - (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
 - (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.
- 14.5 PPSV may give information about the Customer to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Customer;
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
- 14.6 The information given to the credit reporting agency may include:
- (a) personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
 - (b) details concerning the Customer's application for credit or commercial credit and the amount requested;
 - (c) advice that PPSV is a current credit provider to the Customer;

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- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - (e) that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - (f) information that, in the opinion of PPSV, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customer's credit obligations);
 - (g) advice that cheques drawn by the Customer for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - (h) that credit provided to the Customer by PPSV has been paid or otherwise discharged.

15. General

- 15.1 The failure by PPSV to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect PPSV's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state of Victoria in which PPSV has its principal place of business, and are subject to the jurisdiction of the courts of Dandenong in that state.
- 15.3 Subject to clause 10 PPSV shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by PPSV of these terms and conditions (alternatively PPSV's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 15.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by PPSV nor to withhold payment of any invoice because part of that invoice is in dispute.
- 15.5 The Customer agrees that PPSV may amend these terms and conditions at any time. If PPSV makes a change to these terms and conditions, then that change will take effect from the date on which PPSV notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for PPSV to provide Goods to the Customer.
- 15.6 Neither party shall be liable for any default 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.
- 15.7 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.