Quality Air Equipment Pty Ltd

ABN 42 095 082 689

PO Box 43, 46 Governor Macquarie Drive, Chipping Norton NSW 2170

41-43 Governor Macquarie Drive, Chipping Norton, NSW 2170 Ph (02) 9724 9297 - Fax (02) 9724 9265

Email: sales @qualityair.com.au

Website: www.qualityairequipment.com.au

CREDIT ACCOUNT APPLICATION

QUALITY AIR EQUIPME

To Be Completed By Ap	plicants - Please comple	te all section	ns and read the T	erms and Conditions of I	rade overleaf or attached.			
Client's Details: □	Individual ☐ Sole Tr	ader 🗆	Trust □ Par	tnership 🛮 Compan	y Dother:			
Full or Legal Name:								
Trading Name (if different	ent from above):							
Physical Address:					State:	Postcode:		
Billing Address:					State:	Postcode:		
Email Address:								
Phone No:		Fax No	:		Mobile No:			
Personal Details: (plea	ase complete if you are an	Individual)						
D.O.B.				Driver's Licence No:				
Business Details: (ple	ase complete if you are a	Sole Trade	r, Trust, Partnersh	nip, Company or Other –	as specified)			
ABN:		ACN:			Date Established (current of	wners):		
Nature of Business:								
Paid Up Capital: \$		Estimat	ted Monthly Pure	chases: \$	Credit Limit Required:	\$		
Principal Place of Busin	ness is: Rented	Owned	☐ Mortgaged (i	to whom):				
Directors / Owners / Tr	ustee (if more than two, p	lease attaci	h a separate shee	et)				
(1) Full Name:					D.O.B.			
Private Address:					State: Postcode:			
Driver's Licence No: Phone No:					Mobile No:			
(2) Full Name:		•			D.O.B.			
Private Address:					State: Postcode:			
Driver's Licence No:		Pho	one No:		Mobile No:			
Account Terms:	30 Days ☐ COD		Other:					
Purchase Order Requir	red? ☐ YES)	Accounts to be email	ed? □ YES □	OV		
Accounts Email Addres	SS:							
Accounts Contact:					Phone No:			
Bank and Branch: Account No:								
Trade References: (please provide companies that are willing to do trade references)								
Nan	ne:		Addres	SS:	Phone / Fa	x / Email:		
1.								
2.								
3.								
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 Quality Air Equipment 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 Client I shall be personally liable for the performance of the Client's obligations under this contract.								
SIGNED (CLIENT): SIGNED (QAE):								
Name: Name:								
			Position:					
WITNESS TO CLIENT'S SIGNATURE:								
Signed: Name: Date:								
Signed:				Name:	Date	:		
OFFICE USE ONLY								
				Name: PROVED BY	Date DATA INPUTTED	DATE		

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CLIENT INFORMATION FORM

Please complete all	sections and re	ad the Terms and	I Conditions of	of Trade overleaf o	r attached.		
Client's Details:	☐ Individual	☐ Sole Trader	☐ Trust	☐ Partnership	☐ Compa	ny Other:	
Full or Legal Name	:						
Physical Address:						State:	Postcode:
Billing Address:						State:	Postcode:
Email Address:							
Phone No:		Fa	ax No:			Mobile No:	
Dave and Dataile.	(-1	'S	datura ()				
Personal Details:	(piease compiete	ii you are an indiv	riduai)	Driver's	Licence No		
D.O.B.				Dilvei S	Licence No		
Business Details:	(please complete	e if you are a Sole	Trader, Trust,	Partnership, Compa	any or Other –	- as specified)	
Trading Name:					-	. ,	
ABN:		ACI	N:			Date Established (cu	urrent owners):
Contact Person:						Phone No.	·
Nature of Business	:						
Directors / Owners	/ Trustee: (if mo	ore than two, pleas	e attach a sep	arate sheet)			
(1) Full Name:					D.O.B.		
Private Address:						State:	Postcode:
Driver's Licence No):		Phone No:			Mobile No:	
(2) Full Name:						D.O.B.	
Private Address:						State:	Postcode:
Driver's Licence No):		Phone No:			Mobile No:	<u>.</u>
I certify that the above information is true and correct and that I accept the supply of credit by QAE (<i>if applicable</i>). I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Quality Air Equipment Pty Ltd which form part of, and are intended to be read in conjunction with this Client Information Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.							
SIGNED (CLIENT):				SIGNED (QAE WA):		
Name:				Name:			
Position:			Position:	Position:			
WITNESS TO CLIEN	IT'S SIGNATURE	≣:					
Signed:				Name:			Date:
OFFICE HSE ONLY							

OFFICE USE ONLY		
Account / Ref. No.	DATA INPUTTED	DATE
		1 1

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Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Quality Air Equipment Pty Ltd and its successors and assigns ("QAE") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

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

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

- GUARANTEE the due and punctual payment to QAE of all monies which are now owing to QAE by the Client and all further sums of money from time to time owing to QAE by the Client in respect of goods and services supplied or to be supplied by QAE to the Client or any other liability of the Client to QAE, and the due observance and performance by the Client of all its obligations contained or implied in any contract with QAE, including but not limited to the Terms & Conditions of Trade signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to QAE the Guarantor will immediately on demand pay the relevant amount to QAE. In consideration of QAE agreeing to supply the goods to the Client, 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 Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to QAE registering any interest so charged. The Guarantor irrevocably appoints QAE and each director of QAE 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 QAE may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities (a) Register:
 - register any other document required to be registered by the PPSA or any other law: or
 - correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY QAE 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, QAE in connection with:
 - the supply of goods and/or services to the Client; or
 - the recovery of monies owing to QAE by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to QAE's nominees contract default fee and legal costs; or
 - monies paid by QAE with the Client's consent in settlement of a dispute that arises or results from a dispute between, QAE, the Client, and a third party or any combination thereof, over the supply of goods and/or services by QAE to the Client.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- I/We have received, read and understood QAE's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- 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 monies owing to QAE by the Client and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on QAE's part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client's obligations to QAE, each Guarantor shall be a principal debtor and liable to QAE accordingly.
- If any payment received or recovered by QAE is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and QAE 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.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to QAE.
- I/we irrevocably authorise QAE to obtain from any person or company any information which QAE may require for credit reference purposes. I/We further irrevocably authorise QAE 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 QAE as a result of this Guarantee and Indemnity being actioned by QAE.
- The above information is to be used by QAE for all purposes in connection with QAE considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1 SIGNED:	GUARANTOR-2 SIGNED:
FULL NAME:	FULL NAME:
HOME ADDRESS:	HOME ADDRESS:
DATE OF BIRTH:	DATE OF BIRTH:
SIGNATURE OF WITNESS:	SIGNATURE OF WITNESS:
NAME OF WITNESS:	NAME OF WITNESS:
OCCUPATION:	OCCUPATION:
PRESENT ADDRESS:	PRESENT ADDRESS:
EXECUTED as a Deed this day of 20	EXECUTED as a Deed this

day of 20

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

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

Quality Air Equipment Pty Ltd – Terms & Conditions of Trade

- Definitions
 "QAE" means Quality Air Equipment Pty Ltd, its successors assigns or any person acting on behalf of and with the authority Quality Air Equipment Pty Ltd.
- Quality Air Equipment Ply Ltd.

 *Client" means the person's or any person acting on behalf of and with the authority of the Client requesting QAE to provide the Services as specified in any proposal, quotation, order, invoice or 9. 12 oth (a)

er documentation, and: if there is more than one Client, is a reference to each Client

- jointly and severally; and if the Client is a part of a Trust, shall be bound in their capacity (b)
- (c) includes the Client's executors, administrators, successors and permitted assigns.

 "Goods" means all Goods or Services supplied by QAE to the Client.
- at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for
- the other).

 Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between QAE and the Client in accordance with clause 6 below.
- "GST" means Goods and Services Tax (GST) as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth). 1.5

- Acceptance
 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the
- Client places an order for or accepts delivery of the Goods. These terms and conditions may only be amended with the cond of both parties in writing, and shall prevail to the extent of inconsistency with any other document or contract between Client and QAE. None of QAE's agents or representatives are authorised to make
- 23 any representations, statements, conditions or agreements not expressed by the manager of QAE in writing nor is QAE bound by any such unauthorised statements.

Electronic Transactions Act

Electronic Signatures Shall be deemed to be accepted by either 10.3 party providing that the parties have compiled with Section 9 of the Electronic Transactions Act 2000 (NSW & SA), the Electronic Transactions Act 2001 (ACT), the Electronic Transactions (Victoria) Act 2000, the Electronic Transactions (Act 2000, the Electronic Transactions Act 2000 (WA), the Electronic Transactions Act 2000 (WA) the E Transactions (Northern Territory) Act 2000, Section 14 of the Electronic Transactions (Queensland) Act 2001, Section 7 of the Electronic Transactions (Act 2000 (TAS), (whichever is applicable), or any other applicable provisions of that Act or any Regulations referred to in that Act.

- Errors and Omissions
 The Client acknowledge a circl Unitsolutis

 Client acknowledges and accepts that QAE shall, without dice, accept no liability in respect of any alleged or actual so and/or omission/s).
- or(s) and/or omission(s):
 resulting from an inadvertent mistake made by QAE in the formation and/or administration of this contract; and/or
- (b) contained information any illerature (hard copy and/or (b) contained information any illerature (hard copy and/or electronic) supplied by QAE in respect of the Services. In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or will misconduct of QAE; the Client shall not be entitled to treat this contract as repudiated nor render it invalid

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

Price and Payment

- ce and rayment

 AGE's sole discretion, the Price shall be either:
 as indicated on any invoice provided by QAE to the Client; or
 the Price as at the date of delivery of the Goods according to
 QAE's current price list; or
 QAE's quoted price (subject to dause (c)) which will be valid for
- the period stated in the quotation or otherwise for a period of
- the period stated in the quotation or otherwise for a period of either:

 (i) seven (7) days for all TROX products;
 (ii) thirty (30) days for all QAE products.

 QAE reserves the right to change the Price if a variation to QAE's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods beyond QAE's control (including, but not limited to, any variation as result of increasers to QAE in the cost of materials or overseas transactions that may increase as a consequence of variations in foreign currency ratery experiences are consequenced of variations in foreign currency ratery with the charged for on the basis of QAE's guotation and will be shown as variations on the invoice. The Client shall be required to respond to any variation submitted by QAE within ten (10) working days. Failure to do so will entitle QAE to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

 At QAE's sole discretion, a non-refundable deposit may be required.
- At QAE's sole discretion, a non-refundable deposit may be required Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by QAE, which
 - on delivery of the Goods:
 - thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for
 - the date specified on any invoice or other form as being the
 - date for payment; or failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice given to the Client by 11.4 (d)
- OAE.

 Payment may be made by electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and OAE.

 The Client shall not be entitled to set off against, or deduct from the 11.6 Price, any sums owed or claimed to be owed be the Client by QAE not to withhold payment of any invoice because part of that invoice 11.7 is in disorder. 6.6
- is in dispute.

 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to QAE an amount equal to any 11.8 GST QAE must pay for any supply by QAE under this or any other contract for the sale of the Goods. The Client must pay GST, 11.9 without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Drice.

- Delivery of Goods
 Delivery ("Delivery") of the Goods is taken to occur at the time
 (a) the Client or the Client's nominated carrier takes possess
 the Goods at QAE's address; or of the Goods is an es
- the Goods at QAE's address; or Any time specified by QAE for delivery of the Goods is an estimate only. The Client must take delivery by receipt or collection of the 12.2 Goods whenever they are tendered for delivery. QAE will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. In the event that the Client is unable to take 12.3 Delivery of the Goods as arranged then QAE shall be entitled to charge a twenty percent (20%) fee for storage. 72

- Risk
 Risk of damage to or loss of the Goods passes to the Client on 13.
 Delivery and the Client must insure the Goods on or before Delivery. Delivery and the Client must insure the Goods on or before Delivery, if any of the Goods are damaged or destroyed following Delivery but 13.1 prior to ownership passing to the Client, OAE is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by QAE is sufficient evidence of CAE's rights to receive the insurance proceeds without the need for any person dealing with OAE io make further enquiries. 82
- person, use in the process of the second of the process of the provided by OAE in relation to Goods supplied is given in good faith, 13.2 is based on OAE's own knowledge and experience and shall be accepted without liability on the part of OAE, and it shall be the 8.3

responsibility of the Client to confirm the accuracy and reliability of the same in light of the use to which the Client makes or intends to make of the Goods.

QAE shall not be liable for any defect or damage resulting from incorrect or faulty installation carried out by any other third party.

- ient's Acknowledgements

 © Client acknowledges that

 © Client acknowledges that

 it is their responsibility to ensure that all Goods, plant or
 equipment which QAE is to supply (or are to connect any of its
 Goods to lar eof the correct bye, size, rating, standard, quality,
 colour and finish, conform with all relevant Australian standards
 and local statutour requirements, and are as specified in the
 specifications, drawings and plans upon which QAE based the
 quotation on and therefore, the Client agrees to indemnify QAE
 against any costs incurred by QAE in rectifying such errors if 13.5
- required; and all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in OAE's or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by OAE: and while OAE may have provided information or figures to the
- While CALL This provide information of lighters of the Client regarding the performance of the Goods, the Client acknowledges that QAE has given these in good faith, and are estimates based on industry prescribed estimates.
- Title
 QAE and the Client agree that ownership of the Goods shall not 13.9
- pass until:

 (a) the Client has paid QAE all amounts owing to QAE; and
 (b) the Client has met all of its other obligations to QAE.

 Receipt by QAE 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 recognise.

 It is further agreed that until ownership of the Goods passes to the
 Client in accordance will clause 10.1:
 (a) the Client is only a ballee of the Goods and must return the
 Coded to QAE or request.
 (b) the Client holds the benefit of the Client's insurance of the

- Goods on trust for QAE and must pay to QAE the proceeds of 13.10 any insurance in the event of the Goods being lost, damaged or
- any insurance in use even a succession of the destroyed. The Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for QAE and must pay or deliver the proceeds to QAE on demand. The Client would not be considered to the client demand the Client would be considered to the client does so then the Client which there goods but if the Client does so then the Client which the resulting nonduct on trust for the benefit of QAE and 13 11
- holds the resulting product on trust for the benefit of QAE and must sell, dispose of or return the resulting product to QAE as it
- so directs.

 the Client irrevocably authorises QAE to enter any prem where QAE believes the Goods are kept and rec possession of the Goods.
- (f)
- possession of the Goods.

 ALE may recover possession of any Goods in transit whether or not Delivery has occurred. the Client shall not charge or grant an encumbrance over the 14.3 Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of QAE.

 QAE may commence proceedings to recover the Price of the (g)
- Goods sold notwithstanding that ownership of the Goods has 15. not passed to the Client

Personal Property Securities Act 2009 ("PPSA") In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PSA.

- It by the PPSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) being a monetary obligation of the Client to QAE for Services - that 15.3 being a monetary outgation to the client to due to previouse - trial have previously been supplied and that will be supplied in the future by QAE to the Client.

 The Client 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 QAE may reasonably require to
 - index in an inequesty without take may reasonately require to, register a financing statement or financing change 15.4 statement in relation to a security interest on the Personal Property Securities Register, register any other document required to be registered by the PPSA or
 - register any the PPSA; or
- the PPSA or "lib correct a defect in a statement referred to in clause 11.3(a)(ii) crit 13.3(a)(iii) indemnity, and upon demaid reimburse, OAE for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged
- thereby;

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

 (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of QAE;

 (e) immediately advise QAE 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.

 QAE and the Client proze what controp SA 115 and 125 of the
- une nature of proceeds derived from such sales.

 Also and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- The Client waives their rights to receive notices under sections 95, 16.2 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by QAE, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Client must unconditionally raths.
- under clauses 11.3 to 11.5.
- supert usuases 11.3 to 11.1b. Subject to any express provisions to the contrary (including those contained in this dause 11) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

- Security and Charge
 In consideration of OAE agreeing to supply the Goods, the Client orbarges all of its rights, title and interest (whether joint or several) in any land, really or other assets capable of being charged, owned by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The Client indemnifies OAE from and against all OAE's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising OAE's rights under this clause. The Client irrevocably appoints OAE and each director of OAE as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Client's Dehalf.

Act ZUI (CCA)

The Client must inspect the Goods on Delivery and must within 17.4 seven (7) days of Delivery notify OAE in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect heromes evident I beneric services. oods as soon as reasonably possible after any such on the client must allow sevident. Upon such notification the Client must allow to inspect the Goods

to inspect the Goods.
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).

OAE acknowledges that nothing in these terms and conditions 17.5 purports to modify or exclude the Non-Excluded Guarantees.

Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, OAE makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. OAE's liability in respect of these warranties is limited to the fallows that the conditions included to the set of these warranties is limited to the fullest extent permitted by law

fullest extent permitted by law.

If the Client is a consumer within the meaning of the CCA, QAE's liability is limited to the extent permitted by section 64A of Schedule

- If QAE is required to replace the Goods under this clause or the CCA, but is unable to do so, QAE may refund any money the Client
- CCA, but is unable to do so, QAE may retrund any money the Client has paid for the Goods.

 If the Client is not a consumer within the meaning of the CCA, QAE's liability for any defect or damage in the Goods is:

 (a) limited to the value of any express warranty or warranty card provided to the Client by QAE at QAE's sole discretion;

 (b) limited to any warranty to which QAE is entitled, if QAE did not manufacture the Goods;

 (c) otherwise penaged elsebutely.
- otherwise negated absolutely.

 bject to this clause 13, returns will only be accepted prov
- the Client has complied with the provisions of clause 13.1; and

- that:

 (a) the Client has complied with the provisions of clause 13.1; and
 (b) QAE has agreed that the Goods are defective; and
 (c) the Goods are returned within a reasonable time at the Client's 17.7
 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.

 Notwithstanding clauses 13.1 to 13.6 but subject to the CCA, QAE
 shall not be liable for any defect of damage which may be caused or
 partly caused by or arise as a result of:
 (a) the Client failing to properly maintain or store any Goods;
 (b) the Client using the Goods for any purpose other than that for
 which they were designed;
 (c) the Client continuing the use of any Goods after any defect
 17.9
 became apparent or should have become apparent to a
 reasonably prudent operator or user;
 (d) the Client failing to follow any instructions or guidelines
 provided by QAE;
 (e) fail in wear and tear, any accident, or act of God.

 QAE may in its absoluted sicretion accept non-defective Goods for
- (e) tair wear and tear, any acodent, or act or isod.

 AE may in its absolute discretion accept non-defective Goods for return in which case OAE may require the Client to pay handling fees of up to ten percent (10%) of the value of the returned Goods 18. plus any freight costs.

 Notwithstanding anything contained in this clause if OAE is required by a law to accept a return then OAE will only accept a return on the
- conditions imposed by that law

conditions imposed by that law.

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

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

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

Default and Consequences of Default

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 QAE's addiscretion such interest shall compound monthly at such a rate) after as well as heffore any informact.

discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes OAE any money the Client shall indemnify QAE from and against all costs and disbursements incurred by QAE in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, QAE's contract default lee, and bank dishorour fees).

- QAE so contract detault tee, and bank dishonour fees). Further to any other rights or remedies QAE may have under this contract, if a Client has made payment to QAE, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by QAE under this clause 15 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's
- is found to be illegal, "raudulent or in contravention to the Client's obligations under this contract. Without prejudice to QAE's other remedies at law QAE shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to QAE shall, whether or not due for payment, become immediately payable if:
 (a) any money payable to QAE becomes overdue, or in QAE's opinion the Client will be unable to make a payment when it fells view.
- opinion the Client will be unaded to talk due; the Client has exceeded any applicable credit limit provided by
- the Client has exceeded any applicative desired in the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its
- a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client

Cancellation
Without prejudice to any other remedies QAE may have, if at any
time the Client is in breach of any obligation (including those relating 21.
to payment) under these terms and conditions QAE may suspend or 21.1

to payment) under these terms and conditions OAE may suspend or 21.1 terminate the supply of Goods to the Client, OAE will not be lable to the Client for any loss or damage the Client suffers because QAE has exercised its rights under this clause.

QAE may cancel any contract to which these terms and conditions apply or cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice QAE shall repay to the Client any money paid by the Client for the 2.1 Goods. QAE shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Client cancels Delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by QAE as a direct result of the cancellation (including, but not limited to, any loss of profits).

influence by Vac. Las a view result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for Goods made to the Client's specifications, 21.3 or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

Privacy Act 1988

16.3

- Privacy Act 1988
 The Client agrees for QAE to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. 11.4 mane, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by QAE. 21.5 The Client agrees that QAE may exchange information about the Client with those credit providers and with related body corporates 21.6
- The win mose user provises and win related body Corporates 21.3 for the following purposes:

 (a) to assess an application by the Client; and/or
 (b) to notify other credit providers of a default by the Client; and/or
 (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with 21.7 status or his oreal account, where are client in cleant with other credit providers, and first of the Client including the (d) to assess the credit/worthiness of the Client oreal continued Client's repayment history in the preceding two (2) years. The Client consents to OAE being given a consumer credit report to collect overdue payment on commercial credit.
- 21.8 The Client agrees that personal credit information provided may be used and retained by QAE for the following purposes (and for other
- agreed purposes or required by):

 (a) the provision of Goods; and/or (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
- processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client, and/or

(d) enabling the collection of amounts outstanding in relation to the

may give information about the Client to a CRB for the ing purposes: Goods QAE may

- Collinsing purposessumer credit report.

 (a) ellow the CRB to create or maintain a credit information file about the CRB to create or maintain a credit information file about the CRB to create or maintain a credit information given to the CRB may include:

 (a) remained information as outlined in 17.1 above;

 (b) name of the credit provider and that QAE is a current credit provider to the Client:

 (c) whether the credit provider is a licensee;

 (d) type of consumer credit:

 (e) details concerning the Client's application for credit or commercial credit (e), add eof commencement/termination of the credit account and the amount requested);

 (f) advice of consumer credit cife disults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and OAE has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); information that, in the opinion of QAE, the Client has committed a serious credit infringement; advice that the amount of the Clients to verdue payment is

- equal to or more than one hundred and fifty dollars (\$150).

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

 (a) a copy of the information about the Client retained by QAE and the right to request that QAE correct any incorrect information and the Client retained by QAE and the right to request that QAE correct any incorrect information and the control of the c
- and
 (b) that QAE does not disclose any personal information about the
- (O) That Out Outs Outs and yelester in investment about the Clark for the purpose of direct marketing. QAE will destroy personal information upon the Client's request (by email) or if it is no longer required unless it is required in order to fulfil the obligations of this contract or is required to be maintained and/or stored in accordance with the law.
- and/or stored in accordance with the law. The Client can make a privacy complaint by contacting QAE via e-mail. QAE will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at the www.oaic.gov.au.

Other Applicable Legislation
At QAE's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Buildin and Construction Industry Security of Payment Act 2002 (Victoria and Construction Industry Security of Payment Act 2002 (Victoria). Building and Construction Industry Security of Payments Act 1904 (New South Wales), Construction Contracts Act 2004 (Western Australia), Building and Construction Industry Payments Act 2004 (Queensland), Construction Contracts (Security of Payments) Act (Northern Territory of Australia), Building and Construction Industry Security of Payments), Act 2009 (Tasmania), Building and Construction Industry Security of Payments Act 2009 (South Australia) and Building and Construction Industry Security of Payment Act 2009 (South Australia) and Building and Construction Industry (Security of Payment) Act 2009 (Australian Capital Territory) may apply. Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the any of the Acts listed in clause 18.1 (each as applicable), except to the extent permitted by the Act where applicable.

- Service of Notices

 Any written notice given under this contract shall be deemed to have been given and received:
 (a) by handing the notice to the other party, in person;
 (b) by leaving it at the address of the other party as stated in this contract.
- contract;
 by sending it by registered post to the address of the other
 party as stated in this contract;
- party as stated in this contract;
 (d) if sent by facsimile transmission to the fax number of the other
 party as stated in this contract (if any), on receipt of
 confirmation of the transmission;
 (e) if sent by email to the other party's last known email address.
 Any notice that is posted shall be deemed to have been served,
 unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered

Trusts
If the Client at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust ("Irust") then whether or not QAE may have notice of the Trust, the Client

- covenants with QAE as follows:

 (a) the contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust
- now or subsequently they have 50 fund; the Client has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust The state of the Trust of the provisions of the Trust of not purpor to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.
- the Client will not without consent in writing of QAE (QAE will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events;

 (i) the removal, replacement or retirement of the Client as trustee of the Trust;
- any alteration to or variation of the terms of the Trust:

(iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property.

GeneralThe failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, liegal or unenforceable the validity, existence, legality and enforceablity of the remaining provisions shall not be affected, prejudiced or impaired.

prejudiced or impaired. prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of in which state or territory the Goods and/or Services were provided by OAE to the Client however, in the event of a dispute that deems necessary for the matter to be referred to a Magistrates or higher Covin pure for the jurisdiction will be subject to the Liverpool Courts in the state of New

South Wales in which QAE has its principal place of business. Subject to clause 13 QAE shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client larising out of a breach by QAE of these terms and conditions (alternatively QAE's liability

by QAE of these terms and conditions (alternatively QAEs liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). QAE may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent. The Client cannot licence or assign without the written approval of QAE.

OAE: Determine the contract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of QAE's sub-contractors without the authority of QAE. The Client agrees that QAE may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for QAE to provide Goods to the Client.

Neither party shall be liable for any default due to any act of God, was termine strike lock-aut individual confirm from find storm or

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storn or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.