

0	12 Kinkaid Avenue	, North	Plympton	SA 5037
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## CREDIT ACCOUNT APPLICATION

Please complete all sections and read the Terms and Conditions of Trade overleaf or attached. Client's Details: Individual Sole Trader Trust Partnership Company Other: Full or Legal Name: Trading Name (if different from above): Physical Address: State: Postcode: Billing Address: Postcode: State: **Email Address:** Mobile No: Phone No: Personal Details: (please complete if you are an Individual) D.O.B. Driver's Licence No:  $\textbf{Business Details:} \ (\textit{please complete if you are a Sole Trader, Trust, Partnership, Company or Other - as specified})$ ABN: Date Established (current owners) ACN: Nature of Business: Estimated Monthly Purchases: \$ Paid Up Capital: \$ Credit Limit Required: \$ Principal Place of Business is: Rented Mortgaged (to whom): Owned Directors / Owners / Trustee: (if more than two, please attach a separate sheet) (1) Full Name: Director Identification No: D.O.B. Private Address: State: Postcode: Driver's Licence No: Mobile No: Phone No: (2) Full Name: Director Identification No: D.O.B. Private Address: State: Postcode: Driver's Licence No: Phone No: Mobile No:













ABN: 58 108 503 117











Purchase Order Required?	YES NO				
Accounts to be emailed?	YES NO				
Accounts Email Address:					
Accounts Contact:			Phone No:		
BSB:	Ac	count No:			
Trade References: (please provide companies that are willing to do trade references)					
Name:	Addres	s:	Phone & Email:		
certify that the above information is true and correct and that I accept the supply of credit by the Supplier (if applicable). I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Solar Eggs 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.					
SIGNED (CLIENT):		Name	Position		
SIGNED (SUPPLIER):		Name	Position		

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			1 1













ABN: 58 108 503 117











## PERSONAL/DIRECTORS GUARANTEE AND INDEMNITY

IN CONSIDERATION of Solar Eggs Pty Ltd and its successors and assigns ("the Supplier") 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 the Supplier of all monies which are now owing to the Supplier by the Client and all further sums of money from time to time owing to the Supplier by the Client in respect of goods and services supplied or to be supplied by the Supplier to the Client or any other liability of the Client to the Supplier, and the due observance and performance by the Client of all its obligations contained or implied in any contract or agreement with the Supplier, 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 the signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to the Supplier, the Guarantor will immediately on demand pay the relevant amount to the Supplier. In consideration of the Supplier agreeing to supply the goods and/or services 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 this Guarantee and Indemnity (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 the Supplier registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints the Supplier and each director of the Supplier 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 the Supplier may reasonably require to:
  - behalf which the Supplier 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 any other document required to be registered by the PPSA or any other law; or
- (c) correct a defect in a statement referred to in clause 1(a) or 1(b).

  HOLD HARMLESS AND INDEMNIFY the Supplier 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, the Supplier in connection with:
  - the supply of goods and/or services to the Client; or
- (a) the supply of goods and/or services to the Client; or
   (b) the recovery of monies owing to the Supplier by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to the Supplier's nominees contract default fee and legal costs; or
   (c) monies paid by the Supplier with the Client's consent in settlement of a dispute that arises or results from a dispute between, the Supplier, the Client, and a third party or any combination thereof, over the supply of goods and/or services by the Supplier to the Client.
   I/WE FURTHER ACKNOWLEDGE AND AGREE THAT
   I/We have received, read, and understood the Supplier's Terms and Conditions prior to entering into this Guarantee and Indemnity and correct to be be used by the Conditions
- 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 all monies owing to the Supplier by the Client and all obligations herein have been fully paid satisfied
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence, or neglect to sue on the Supplier'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 the Supplier, each Guarantor shall be a principal debtor and liable to the Supplier accordingly. The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced, or affected by:

  (a) any alteration, modification, variation or addition to any contract or agreement in respect of the supply of goods and/or services;
- (a) the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Client;
   (b) any other act, omission, or event which, but for this provision, might operate to discharge, impair, or otherwise affect any obligations under this Guarantee and Indemnity of any of the rights, powers or remedies conferred by this Guarantee and Indemnity or by law.
   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, the obligations and agreements on the part of the Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) 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 the Supplier.

  I/we irrevocably authorise the Supplier to obtain from any person or company any information which the Supplier may require for credit reference purposes. I/We further irrevocably authorise the Supplier 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 the Supplier as a result of this Guarantee and Indemnity being actioned by the Supplier.

  The above information is to be used by the Supplier for all purposes in connection with the Supplier considering this Guarantee and Indemnity.
- The above information is to be used by the Supplier for all purposes in connection with the Supplier considering this Guarantee and Indemnity

and the subsequent enforcement of the same.

For and on behalf of the Client I/We confirm I/We have read, understood, and accept the terms of this Guarantee and Indemnity, and I/We agree to be bound by this Guarantee and Indemnity.

GUARANTOR-1 SIGNED:		
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:		
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 Client is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.
  - 2. If the Client is a limited partnership, the Guarantor(s) must be the general partners
  - 3. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
- 4. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or another committee member

## Solar Eggs Pty Ltd - Terms & Conditions of Trade

Definitions

\*\*Cilient\*\* means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting the Supplier 6.3 to provide the Services as specified in any proposal, dioctation, order, invoice, or other documentation, and:

(a) if there is more than one Client, is a reference to each Client (b) representation and of the Client so the Client is one behalf of or part of, a Trust, shall be bound in its own capacity as at unstee, and (i) includes the Client sevecutors, administrators, successors, or considerable the Client sevecutors, administrators, successors, or considerable the Client sevecutors, administrators, successors, or considerable and the Client sevecutors, administrators, successors, or considerable information, the considerable and the considera 1.5

provided on the website, prior to making enquines via the website, "Goods" means all Goods or Services supplied by the Supplier to the Client at the Client sequest from time to time where the context so permits the terms Goods or Services shall be interchangeable for the original context of the original context of the context so permits the terms Goods or Services shall be interchangeable for the Goods and Services 1ax) Act 1999 (Ch.) "Price" means the Price payable (folia sm) CST where applicable) for the Goods as agreed between the Supplier and the Client in accordance with disuse 5 pelow. "Supplier" means Solar Eggs Py Ltd, its successors and assigns or any person acting on behalf of and with the authority of Solar Eggs Py Ltd. 1.6 1.7

Acceptance
The parties acknowledge and agree that:
(a) they have read and understood the terms and conditions ordinated in this Contract, and conditions ordinated are talken, the parties are talken to the parties are talken, the parties are talke

In the Goods. In the Goods In the eyent of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have retired into, the terms of this Contract shall prevail. Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both

Contract may only be amended in writing by the consent of both parties.

The Client acknowledges and accepts that:
(a) the supply of Goods on credit shall not take effect until the Client has completed a reedit application with the Supplier and it has to the event that the supply of Goods requested exceeds the Client's credit limit and/or the account exceeds the payment terms, the Supplier reserves the right to retuse delivery, and (b) upon signing a Credit Application Form or Client Information Form and acceptance of such, the Supplier may at the Supplier discretion, offer a further rebate of 0.1% on the Supplier discretion, offer a further rebate of 0.1% on the Client's current rate, notwithstanding dause 5.2. Without this client is the contract of the supplier shall be compared to the client's supplier shall be compared to the client's supplier shall be compared to the client and the client is in breach of any obligation (including those relating to payment), then any rebate, reduction, or special price, previously offered by the Supplier to the Client may be withdrawn, or cancelled, and the Proc shall become the Electronic signatures shall be deemed to be accepted by either party to the Client may be according to the client may be according to the client may be according to the client may be certain to the contract of the contract o

provisions of that Act or any Regulations referred to in that 'Act.

Errors and Omissions
The Client acknowledges and accepts that the Supplier shall, without prejudice, accept no liability in respect of any allegad or actual prejudice, accept no liability in respect of any allegad or actual (3) resulting from an inadvertent mistake made by the Supplier in temperature of the formation and/or administration of this Contract, and/or (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Supplier in respect of the Services, Incircumstances where the Client is required to place an order for Goods, in writing, or otherwise as permitted by these terms and conditions, the Client is responsible for supplying correct order informations used as without limitation, measurements and quantity, and the conditions the Client is required that the conditions of the Client is required to place an order for Goods or not) ("Client Error"). The Client must pay for all Goods is orders from the Supplier notwithstanding that the Client has not taken or refuses to take Delivery of such Goods. The Supplier is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.

Change in Control
The Client shall give the Supplier 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 amere, address, contact pfine
or fax number/s, change of trustees, or business practice). The
Client shall be liable for any loss incurred by the Supplier as a result
of the Client's failure to comply with this clause.

of the Client's failure to comply with this clause.

Price and Payment
At the Supplier's sole discretion, the Price shall be either.

(a) as indicated on any invoice provided by the Supplier to the Client upon placement of an order for Goods; or

(b) the Supplier's quoted Price (subject to clause 5.2) which will be valid for the pend stated in the quotation or otherwise for a pend of thirty (0) days.

The Supplier's quoted thirty of the Supplier of the Supplier's quotation to the Supplier sociation for secretary of the Supplier's quotation from the plan of scheduled Services, quantities ordered or specifications, or as a result of any increase to the Supplier in the cost of materials (including, but not limited to, increases in freight and insurance charges) and abour will be charged for on the basis of the Supplier's quotation and will be shown as variations on the invoice. The Client shall be regulated to respond to any variation submitted by the Supplier to the control of the cost of this quotation. The Client shall be required to respond to any variation submitted by the Supplier to the cost of this quotation of the cost of the payable by the Client of the dates determined by the Supplier, which may be:

(a) and elivery of the Goods, or

10.6

Shared by the Cardian of the Goods: or on delivery of the Goods: or for approved credit account holders either, seven (7) or fourteen 10.7 (14) days following the date of any invoice; or the date specified on any invoice or other form as being the date programment, once to the control of th

days blowing the date of any invoice given to the Client by the 10.9 PUSUPPIER. The made by cash, electronic/or-line banking, credit card in sucharge mey apply per transaction), or by any other method as agreed to between the Client and the Supplier. The Supplier may in its discretion allocate any payment received 11 may do so at the time of receipt or at any time afterwards. On any default by the Client the Supplier may resilicate any payments previously received and allocated. In the absence of any payment in such manner as preserves the maximum value of the Supplier's Purchase Money Security Interest (as defined in the PPSA) in the Goods.

in such mariner as preservies the maximum value of the Supplier's Purchase Mone; Security Interest (as defined in the PPSA) in the Goods.

The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier for to withhold payment of any invoice because part of that invoice is not specific to the receipt of any invoice because part of that invoice is not specific any interest of the specific payment of the supplier in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as the Supplier investigates the disputed claim, no credit shall be passed for return durill the review is completed. Failure to make payment may result in the Supplier and the Supplier investigates the disputed claim, no credit 651. In addition the Unless otherwise stated the Price does not include 651. In addition any 651 the Supplier must pay for any supply by the Supplier under this or any other agreement for the sale of the Goods. The Client must pay 651, 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 12.

Delivery of Goods
Delivery ("Delivery") of the Goods is taken to occur at the time that:
(a) the Client or the Client's nominated carrier takes possession of
the Goods at the Supplier's address; or
(b) the Supplier of the Supplier's nominated carrier) delivers the
Goods to the Client's nominated address even if the Client is
not present at the address.

Delivery of the Goods to a third party nominated by the Client is 12.2 deemed to be Delivery to the Client for the purposes of this Contract. The cost of Delivery will be payable by the Client in accordance with the guotation provided by the Supplier to the Client, or as otherwise notified to the Client prior to the placement of an order for Goods. The Supplier may deliver the Goods in separate installments. Each 12.3 separate installment shall be invoiced and paid in accordance with

separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. The Client must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery. Any time specified by the Supplier for blinery of the Goods is an Any time specified by the Supplier for blinery of the Goods is and change incurred by the Client because of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. If the Supplier is unable to supply the Goods as greed selely due to any action or inaction of the Client, then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage.

Risk
Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery. If the Client on the Goods of the Cooking of the

without the freed to rany person dealing with the Supplier to make further enquiries. 
If the Client requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk. It shall be the Client's responsibility to ensure that once Goods are delivered or collected that they are stored in the appropriate manner

Compliance with Laws

The Supplier warrants that Goods produced on its registered premises, and supplied to all Clients, shall meet all safety regulations and standards as defined by the Hazard Analysis and Circia Control Points (HACO). The Ool Safety Programme, and is eminently suitable variety of the Compliant with the Australia New Zealand Food Standards Code. Or compliant with the Australia New Any alleged claims of contamination, accidental inclusion or food borne illnesses must be reported to the Supplier management in writing as soon as reasonable practicable. The Supplier reserves the restriction of the Compliant of the

Title
The Supplier and the Client agree that ownership of the Goods shall not bass until:

Outstanding all amounts owing to the

not pass until:

(a) the Client has paid the Supplier all amounts owing to the Supplier, and the Supplier and the Supplier and the Supplier and to the Glient has met all of its other obligations to the Supplier, Receipt by the Supplier of any form of payment to the the Supplier of any form of payment has been honoured, cleared or recognised. It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 9.1:

(a) the Client is only a balee of the Goods and must return the Goods to the Supplier on recuest the Client's insurance of the Client to the Supplier on the Client's insurance of the Coods on the Supplier on recuest the Client's insurance of the Coods of the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;

(c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of

proceeds of any insurance in the event of the Goods being lost, damaged or destroyed; the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market yalue, if the Client sells, disposes or disposes or other than the ordinary course of business and for market yalue, if the Client sells, disposes or disposes or ordinary than the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand, the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Supplier and must sell, dispose of or return the resulting product to the the Client increases where the Supplier believes the Goods are kept and recover possession of the Goods sell sell, and the Supplier than the Client for the Client for

rsonal Property Securities Act 2009 ("PPSA")
this clause financing statement, financing change statement, curity agreement, and security interest has the meaning given to

In this clause finationing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute acknowledges and agrees that these terms and conditions constitute security interest in all Coods that have previously been supplied and that will be supplied in the future by the Supplier to the Client, and the proceeds from such Goods.

The Client undertakes to: (a) promotive from the Client and the conditions are considered and the control of the client and the client and the control of the client and the client and the control of the client and the control of the client and the client and the cl

Security interest with cut of the control of the co

is methode to naive the emect of contracting out of any of the provisions of the PPSA.

Security and Charge
in consideration of the Supplier agreeing to supply the Goods and/or provide its Services, the Client grains the Supplier a security interest by way of all Gotaling charge (registerable) by the Supplier pursuant to the PPSA) over all of its present and after acquired rights, title and owned by the Client for owned by the Client in the tuture, to the extent necessary to secure the repayment of monies owed under this Contract for provision of the Goods and/or Services under this Contract and/or permit the Supplier to appoint a receiver to the Client nation of the Contract and or permit the Supplier to appoint a receiver to the Client accordance with the Corporations Ad 2001 (Chingainst all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.

In the event that the Client defaults or breaches any term of this Contract and as a result, the security provided in clauses 9.1,10.2 and 11.1 as applicable, is deemed insufficient by the Supplier to and 11.1 as applicable, is deemed insufficient by the Supplier to the Client hereby grants the Supplier a security interest as at the deal of the default, by way of a charge, that enables the right and entitlement to lodge a caveat over any real property and or land entitlement to lodge a caveat over any real property and or land entitlement to lodge a caveat over any real property and or land entitlement to lodge a caveat over any real property and or land entitlement to lodge a caveat over any real property and or land entitlement to lodge a caveat over any real property and or land entitlement to lodge a caveat over any real property and or land entitlement to lodge a caveat over any real property and or land entitlement to lodge a caveat over any real property and or land entitlement to lodge a caveat over any real property and or land entitlement to lodge a cav

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

The Client must inspect the Goods immediately on delivery due to the perishelpe nature of the Goods, and must within twenty-dout (24) detected the constraint of the Constr

Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warrantees (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).

The Supplier acknowledges that nothing in these terms and conditions you protest to middly or exclude the Non-Excluded Guarantees.

The Supprier authority of the Non-Exhause Guarantees Except as expressly set out in these terms and conditions or in Exhause the Supprier makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Supprier slability in respect of these warranties is limited to the quality or suitability of the Goods. The Supprier's liability in respect of these warranties is limited to the qualities text permitted by law. If the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule 2.

Schedule 2. If the Supplier is required to replace the Goods under this clause or the CCA, but is unable to do so, the Supplier may refund any money

the CUA, 0.01 is Unique to 0.00, to oppose may resure any many, in the Client has paid for the Goods. Supplier is liability for any detect or damage in the Goods is. Supplier's liability for any detect or damage in the Goods is. (a) limited to the value of any express warranty or warranty card growded to the Client to the Supplier af the Supplier's sole

If the Liter's Not a consumer within the meaning of the CuC, the Supplier's Builth by all pills of command in the Dodoranty card provided to the Client by the Supplier at the Supplier's sole discretion.

(b) Immedia on, warranty to which the Supplier is entitled, if the Supplier and not manufacture the Goods.

(c) Immedia on, warranty to which the Supplier is entitled, if the Supplier and not manufacture the Goods or considerable to the Cuck the Supplier and the Consumer of Command of of Com

Intellectual Property
Where the Supplier has designed, drawn or developed Goods for the
Client, then the copyright in any designs and drawings and
documents shall remain the property of the Supplier. Unifier no
circumstances may such designs, drawings and documents be used
without the express written agroval of the Supplier Cool) use for the
purposes of matcheding or entry thick any competition, any documents,
designs, drawings or Goods which the Supplier has created for the
Client.

17.9 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 morth (and at the Supplier's
sole discretion such interest shall compound monthly at such a rate)
after as well as before any judgment.
If the Client owes the Supplier any money, the Client shall indemnify
the Supplier from and against all costs and disbursements:
(a) incurred and/or

the Supplier from and against an work of the Capital C

ustault tees and/or recovery costs (if applicable), as well as bank dishonour fees. Further to any other rights or remedies the Supplier may have under this Contract, if a Client has made payment to the Supplier, 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 the Supplier under this clause 14 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.
Without prejudice to the Supplier so other remedies at law the Supplier shall whether or not due for payment, become immediately apayled if:

(a) any money payable to the Supplier becomes over the Supplier shall, whether or not due for payment, become immediately payable if:

(a) any money payable to the Supplier becomes over the Supplier Stall, whether or not due for payment, become immediately Supplier for contract.

rable in noney payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to make a payment when it falls due to the Supplier's opinion the Client will be unable to make a payment when it falls due to the Client has exceeded any applicable credit limit provided by the Supplier; the Client becomes insolvent, convenes a meeting with its 19. creditors or proposes or enters into an arrangement with 19.1 oraditors, or makes an assignment for the benefit of its creditors; (c)

a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

similar person is appointed in respect or the Culent or any assex of the Client.

Cancellation
Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions ("the Breaching Party") the other party may suspend or terminate the supply or purchase of Goods and/of Services to the other party, with immediate effect, by providing the Breaching Party with withen immediate effect, by providing the Breaching Party with withen immediate effect, by providing the Breaching Party with within minediate effect, by providing the Breaching Party with within immediate effect, by providing the Breaching Party with within minediate effect, by providing the Breaching Party with within minediate effect, by contract to which these terms and the Supplier shall repeat to the Client of Contract to which these terms and within the Breaching Party Contract to which these terms and within the Breaching Party Contract to which these terms and within the Breaching Party Contract to which these terms and within the Supplier of the Client Contract to which these terms and within the Breaching Party Contract to which these terms and within the Supplier shall repeat to the Client of which the Supplier shall repeat to the Client of the Client of the Client of the Condition of the Client of the Client

Dispute Resolution

The Supplier and the client will negotiate in good faith and use their reasonable efforts to settle any dispute that may arise out of, or relate to, this Contract, or any breach thereof. If any such dispute that client the contract control to settled amicably through ordinary negotiations, the dispute shall be referred to the representatives nominated by early who will meet in good faith in order to attempt to resolve the dispute. Nothing shall restrict either party's freedom to commence legal proceedings to preserve any legal right or remedy or protect and proprietary or trade secret (ight.) and the proprietary or trade secret (ight.) and any information in relation to the other party which is not in the public domain (including, but not limited to, trade secrets, processes, accounts, markefung, designs, databases and all other information held in any form). 20.5

accounts, marketing, designs, datausass and an outer machine held in any form).

Privacy Policy
All emails, documents, images, or other recorded information held or 20.7 yall emails, documents, images, or other recorded information held or 20.7 yall emails, documents, images, or other recorded information held or 10 used by the Supplier is Personal Information, as defined and referred to in clause 17.4 and therefore considered Confidential Information. The Supplier acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 (the Act) including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 to the Privacy Act 1988 (the Act) including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 to the Privacy Act 1988 (including Economic Area ("EEA"), under the EU Data Privacy Laws (including Economic Area ("EEA"), under the EU Data Privacy Laws (including Economic Area ("EEA"), under the EU Data Privacy Laws (including Economic Area ("EEA"), under the EU Data Privacy Laws (including Economic Area ("EEA"), under the EU Data Privacy Laws (including Economic Area ("EEA"), under the EU Data Privacy Laws (including Economic Area ("EEA"), under the EU Data Privacy Laws (including Economic Area ("EEA"), under the EU Data Privacy Laws ("EE") ("EU Data Privacy Laws"), the Supplier acknowledges that in the event it 20.8 becomes aware of any data of the Supplier that may result in Economic Area ("EEA"), under the EU Data Privacy Laws ("EEA"), under the EU Data Privacy ("EEA"), under the EU Data Privacy ("EEA"), under the EU D **17.** 17.1

the Client may manage and control the Supplier's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.

The Client agrees for the Supplier to obtain from a credit reporting

The Client agrees for the Supplier to obtain from a credit reporting body (CRB) a credit report containing personal credit information look (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B. occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of this and other contact information (where applicable), previous credit applications, credit history) about the client special containing the credit providers and with related body corporates for the following purposes;

(a) to assess an application by the Client, and/or or to notify other cleed troviders of a detail by the Client; and/or or to notify other cleed troviders of a detail by the Client; and/or or to access the containing the client of th the site.

The Client agrees for the Supplier to obtain from a credit report body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B. occupation, driver's license details electronic contact (amail Encoupation, driver's license details electronic contact (amail Encoupation).

17.3

Goods.
The Supplier may give information about the Client to a CRB for the following purposes:
I to Oblan a CRB summer credit report.
I to Oblan a CRB summer credit report.
I to Oblan a CRB to create or maintain a credit information file about the Client including credit history.
The information given to the CRB may include:
(a) Personal Information as outlined in 17.4 above.
(a) Personal Information as outlined in 17.4 above.
(a) Personal Information as outlined in 17.4 above.
(b) name of the credit provider and that the Supplier is a current of the credit provider is a licensee;
(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.g. date of commencement/termination of the credit account and the amount requested) in the credit account and the amount requested in the credit account and the amount requested in the credit account and the provider of the supplier is a member of an approved OAIC External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than stry (60) days and for which written notice for request of payment has been made and no longer that siny overdue accounts and the Supplier, the Client has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); information triat, in the opinion of the Supplier, the Client has a contract the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150). The Client has the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150) from the Supplier.

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

(a) a copy of the Personal Information about the Client retained by the Supplier and the right to request that the Supplier correct any incorrect Personal Information, and (b) that the Supplier does not disclose any Personal Information about the Client Supplier does not disclose any Personal Information about the Client Supplier does not disclose any Personal Information about the Client Supplier will be supplied to fulfill the Obligations of this Contract or is required to be maintained and/or stored in accordance with the law.

The Client can make a privacy complaint by contacting the Supplier also make the Client Can make a privacy complaint by contacting the Supplier will respond to that complaint within thirty (30) days of receipt of the complaint if the Client can make a complaint to the Information Commissioner at www.oatc.gov.au.

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

(b) by leaving it at the address of the other party as stated in this Contract.
(c) by sending it by registered post to the address of the other party as stated in this Contract.
(d) 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 or as an agent for a flust [Trust] here whether or not the Suppler may have notice (a) the Contract Developer of the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust, the trustees and the trust fund.

If the Contract extends to all rights of indemnity which the Client one or subsequently may have against the Trust, the trustees and the trust of the trust of the contract and the provisions of the Trust do not purpor to exclude or take away the right of indemnity of the Client against the Trust, the trustees and 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 (c) the Client will not deving the trust of the Contract without consent in writing of the Supplier (the Supplier will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:

(i) the removed replacement or retirement of the Client as (ii) any alteration to or variation of the terms of the Trust, (iii) any advancement or distribution of capital of the Trust, or (v) any resettlement of the trust fund or trust property.

(iv) any resettlement of the trust fund or trust property.

General

The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that porvision, nor shall a fleet that party sing this subsequently enforce that provision is a shall a fleet that party sing this subsequently enforce that provision shall be severed from this contract, and the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any Confract to which they apply shall be governed by the laws of South Australia. These terms preval over all emens and conditions and any Confract to which they apply shall be governed by the laws of South Australia. These terms preval over all emens and conditions of the Client (even if they the provided the assignment does not cause detirment to the Client. The Client cannot licence or assign without the client's consent provided the assignment does not cause detirment to the Client. The Client cannot licence or assign without the written approval of the Supplier.

The Supplier may leated from any lability or obligation under this contract out any part of its Services but shall not be relieved from any lability or obligation under this contract out any part of the Services to so don, Furthermote, the Client agrees that they have no authority to give any instruction to any of the Supplier.

Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of the Supplier's sub-contractors without the authority of the Supplier. The Client agrees that the Supplier may amend their general terms and conditions for subsequent future Contracts with the Client by decision of such as the contract of the contract

so, they are not insolvent and that this Contract creates binding and vitil legal obligations on them. The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and Delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this

Transmit, in the purpose of, implémenting any transaction under this Contract.

If part or all of any term of this Contract is or becomes invalid, illead or unenforceable, it shall be severed from this Contract and shall not affect the validity and enforceability of the remaining terms of this Contract.