

General Terms and Conditions of Trade

1. Goods and/or Services

- 1.1 The Goods and/or Services shall be as described on the invoices, quotation, work authorisation, sales order or any other work commencement forms as provided by the Seller to the Buyer.

2. Price And Payment

- 2.1 The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied.
- 2.2 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods and/or Services.
- 2.3 The Price shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

3. Default & Consequences Of Default

- 3.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.
- 3.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all of the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominees costs of collection.

4. Title

- 4.1 It is the intention of the seller and agreed by the Buyer that property in the Goods shall not pass until:
- (a) the Buyer has paid all amounts owing for the particular Goods, and
 - (b) the Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.

5. Privacy Act 1993

- 5.1 The Buyer and the Guarantor/s (if separate to the Buyer) authorises the Seller to:
- (a) collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness or marketing products and services to the Buyer; and
 - (b) to disclose information about the Buyer, whether collected by the Seller from the Buyer directly or obtained by the Seller from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Buyer.
- 5.2 Where the Buyer is an individual the authorities under (clause 18.1) are authorities or consents for the purposes of the Privacy Act 1993.
- 5.3 The Buyer shall have the right to request the Seller for a copy of the information about the Buyer retained by the Seller and the right to request the Seller to correct any incorrect information about the Buyer held by the Seller.