POWER TOOLS +

POWER TOOLS PLUS PTYLTD
ABN. 23 062 841 294
ACCOUNT APPLICATION

12 TOBIAS STREET FORBES NSW 2871 P. +61 2 6852 3466 E. Myaccount@powertoolsplus.com.au

Account Type	count Type: 30 Day Credit Cash Sale (complete the details to the dotted line as well as signature and witness)							
Local Store (s	select any or all that apply	y):	☐ Parkes	□ Cowra	☐ Mudgee	☐ Multi		
Type of Business: ☐ Sole Trader ☐ Trust ☐ Partnership					☐ Company ☐ Individual/Personal			
Company Nam	ne:					ABN:		
Business/Trading Name:						ACN:		
Nature of busin	ness:							
Billing Address	s:					State:	Postcode:	
Physical/Delive	ery Address:					State:	Postcode:	
Primary Contact First name: Last name:						Phone No:		
Email Address:						Mobile No:		
•	mission: Tick if you DO N	<u> </u>	•			•		
	wners / Trustee (if more							
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:	1	
Date Business / Company Established (Current Owners):						Credit Limit Required: \$		
Principal Place of Business is: ☐ Rented ☐ Owned ☐ Mortgaged (to whom):						Estimated Monthly Spend: \$		
Accounts	nts Contact person First Name: Last name:							
Invoice Email Address:					Phone No:			
Statement Email Address:						Mobile No:		
Bank:	: Branch: Purch				Purchase Orde	rchase Orders Required:		
Trade Referer	nces (Please provide con	npanies willing to	supply trade re	eferences)				
1. Name:						Phone No:		
Address:						State:	Postcode:	
2. Name:						Phone No:		
Address:						State:	Postcode:	
3. Name:						Phone No:		
Address:						State:	Postcode:	
ND CONDITION Credit Account Ap nerein. <i>I agree t</i>	bove information is true ar IS OF TRADE (overleaf or opplication and agree to be that if I am a director/sl the Customer's obligation	r attached) of Powe bound by these co hareholder (owni	er Tools Plus P nditions. I auth ng at least 15	Pty Ltd which fo orise the use o	rm part of, and and from the part of, and and from the part of the	re intended to be read ormation as detailed i	d in conjunction with this n the Privacy Act clause	
SIGNED (CUSTOMER): SIGNED				SIGNED	(WITNESS):			
OFFICE USE ON	<u>LY</u>							
SIGNED (PTP): Position					:			

Power Tools Plus Pty Ltd - Terms & Conditions of Trade

Definitions

'PTP' means Power Tools Plus Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Power Tools Plus Pty Ltd. Its persons of any person acting on behalf of and with the authority of Power Tools Plus Pty Ltd. Its persons buying the Goods (and/or hiring Tools Plus Pty Ltd. Its persons of the Cautomer and if there is more than one Customer is a reference to each Customer jointly and severally.

Customer as the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be 7.6 interchangeable for the other).

"Cautomer" means all Equipment including any accessories supplied on hire by PTP to the Customer (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form growided by PTP to the Customer.

"Price" means the Price payable for the Goods and/or Equipment (and the provided by PTP to the Customer.

"Price" means the Price payable for the Goods and/or Equipment (and the provided by PTP to the Customer').

"Acceptance (c) 1.2 13 1.5 Causes o below.

Acceptance
The Customer is taken to have exclusively accepted and is di
mimediately bound, jointly, and severally, by these terms and 8.
conditions if the Customer places an order for or accepts delivery of 8.1
the GoodsEquipmenditions may only be amended with PTPs.
These terms withing and shall prevail to the extent of any
inconsistency with any other document or agreement between the
Customer and PTP. Customer and PIP.

Electronic Transactions Act 2000
Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the 9.
Electronic Transactions Act 2006 and only other applicable provisions 9.1 of that Act or any Regulations refer and in that Act.

Change in Control

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

comply with this cause.

Price and Payment

At PTP's sole discretion the Price shall be either:

10.1

as indicated on any invoice provided by PTP to the Customer or
PTP's quoted price (subject to clause 5.2) which will be valid for the
period stated in the quotation or otherwise for a period of thirty (30)

10.3 period states in the government.

10.3 if a variation to the Goods which are to supplied is requested; or if a variation to the Services originally scheduled (including any applicable plans or specifications, change to scope of works) is 11.

(c) the date specified on any invoice or other form as being the date for failing any notice to the contrary, the date which is thirty (30) days from end of the month in which an invoice was issued to the

from end of the month in which an invoice was issued to the Customer by PTP. Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card plus a surcharge of up to one (e) and a half percent (12%) of the Price (for corporate cards), or two percent (2%) of the Price (for corporate cards), or by any other method as agreed to between the Customer and PTP. Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to PTP an amount equal to any (g) GST PTP must pay for any supply by PTP under this or any other agreement for the sale of the Coodshire of the Equipment. The Customer must pay GST, without deduction or set off of any other (n) amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except 12. Delivery

5.6

72

where they are expressly increase. In Delivery
Subject to clause 6.2 it is PTP's responsibility to ensure that the Services start as soon as it is reasonably possible.

The Services, commencement date will be put back and the completion date extended by whatever time is reasonable in the event that PTP claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond PTP's control, including but not limited to any failure by the Customer to:

12.3

Customer to:
make a selection; or
availability of raw materials; or
have the site ready for the Services; or
notify PTP that the site is ready.
At PTP's sole discretion the cost of delivery is in addition to the

Price.

The Customer must take delivery by receipt or collection of the Goods/Equipment whenever either is lendered for delivery. In the vent that the Customer is unable to take delivery of the Goods/Equipment as arranged then PTP shall be entitled to charge a reasonable fee for redelivery of the Goods/Equipment and/or the storage of the Goods.

The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater

notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that: such disorepancy in quantity shall not exceed five percent (5%); and (c) the Price shall be adjusted for not ato the discrepancy. PTP may deliver the Goods/Equipment in separate instalments. (d) Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. Any time or date given by PTP to the Customer is an estimate only. The Customer must still accept delivery of the Goods/Equipment (e) even if late and PTP will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.

Risk retains ownership of the Goods under clause 11 then:

If PTP retains ownership of the Goods under clause 11 then:

Where PTP is supplying Goods only, all risk for the Goods shall immediately pass to the Customer on delivery and the Customer next sinsure the Goods on or before delivery. Delivery of the Goods shall be deemed to have taken place immediately at the time that either;

shall be deemed to have taken place immediately at the time that 12.6 either.

12.7 in the Customer or the Customer's nominated carrier takes 12.7 possession of the Goods at PTPs address; or (ii) the Goods are delivered by PTP or PTP's nominated carrier to the Customer's nominated delivery address (even if the 12.8 Customer is not present at the address), where PTP is to both supply and install Goods then PTP shall 12.9 maintain a contract works insurance policy until the Services are completed Upon completion of the Services little for the Services shall immediately pass to the Customer.

11 the Customer requests PTP to leave Goods outside PTPs 13.1 premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's so tensity. PTP shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, PTP accepts no responsibility for any loss, damages, or costs however 13.2 resulting from these inaccurate plans, specifications or other information.

Where the Customer is to supply PTP with any design specifications or for the providing accurate data. PTP shall not be liable whatsoever for any errors in the Goods that are caused by incorrect or inaccurate data PTP shall not be liable whatsoever for any errors in the Goods that are caused by incorrect or inaccurate data.

The Customer warrants that any structures to which the Goods are 14. to be affixed are able to withstand the installation of the Goods and are of suitable capacity to handle the Goods once installed. If for any reason (including the discovery of asbestos, or dangered access to installation sites) that PTP, or employees of PTP, reasonably form the opinion that the Customer's premises is not safe for the installation of Goods to proceed then PTP shall be entitled to delay installation of the Goods (in accordance with the provisions of clause 6.2 above) until PTP is satisfied that it is safe for the installation to proceed.

provisions of clause 2.c. above) until PTP is satisfied that it is safe for the installation to proceed. The Customer acknowledges that Goods supplied may exhibit variations in shade tone, colour, texture, surface and finish, and may fade or change colour over time. PTP will make every effort to match batches of product supplied in order to minimise such variations in shade tone, colour, texture, surface and finish, and may fade or change colour over time. PTP will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur.

variations out shall not be installed variations occur. The Customer acknowledges that Goods supplied may: fade or change colour over time; and expand, contract or distort as a result of exposure to heat, cold, weather, and mark or stain if exposed to certain substances; and be damaged or disfigured by impact or scratching.

be damaged or disfigured by impact or scratching.

Specifications

The Customer acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions and weights stated in PITPs or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not from part of the contract, unless expressly stated as such in writing by PTP.

(a)

Access
The Customer shall ensure that PTP has clear and free access to The Customer shall ensure that PTP has clear and free access to the work site at all times to enable them to deliver the Goods, PTP (b) shall not be liable for any loss or damage to the site (including, cylinthout limitation, damage to pathways, driveways and concreted or 14.8 it is the responsibility of the Customer to ensure that access is suitable to accept the weight of laden trucks. The Customer agrees (b) to indemnify PTP against all costs incurred by PTP in recovering (b) to indemnify PTP against all costs incurred by PTP in recovering (c) indemnify PTP against all costs incurred by PTP in recovering (c) (d)

immovable.

Compliance with Laws

The Customer and PTP shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.

The Customer shall obtain (at the expense of the Customer) all (ea) licenses and approvals that may be required for the Services.

The Customer agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

Title To Goods
PTP and the Customer agree that ownership of the Goods shall not pass until: pass until:

(d) the Customer has paid PTP all amounts owing to PTP, and the Customer has met all of its other obligations to PTP.

Receipt by PTP of any form of payment other than cash shall not be 14.10 deemed to be payment until that form of payment has been honoured, cleared or recognised. It is further agreed that:

It is further agreed that:
until ownership of the Goods passes to the Customer in accordance 14.11
with clause 11.1 that the Customer is only a bailee of the Goods
and must return the Goods to PTP on request.
the Customer holds the benefit of the Customer's insurance of the
Goods on trust for PTP and must pay to PTP the proceeds of any
insurance in the event of the Goods being lost, damaged or
destrowed.

Individual of the Control of the Conds other than in the ordinary course of business and for market value if the Customer sells, dispose or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for PTP and must pay or deliver the proceeds to PTP on demand.

The Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of PTP and must sell, dispose of or return the resulting product to PTP as it so directs.

so directs.

the Customer irrevocably authorises PTP to enter any premises 16.1

where PTP believes the Goods are kept and recover possession of 16.1 Whete Tri School State Tri Barbard State Tri Bar

delivery has occurred.

the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of PTP.

PTP may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

solo indivinishating in at ownership or the Goods has not passed to the Customer.

Personal Property Securities Act 2009 ("PPSA")

16.3 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the Customer and Conditions of the Customer and Conditions of the Customer of the Customer to PTP for Services – that have previously been supplied and that will be supplied in the future by PTP to the Customer.

The Customer undertakes to 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 PTP may reasonably require to; (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 12.2(a)(i) or

t a defect in a statement referred to in clause 12.2(a)(i) or (b) (iii) correct a 12.2(a)(i

(iii) correct a defect in a statement referred to in clause 12.2(a)(i) or 12.2(a)(ii); indemnify, and upon demand reimburse, PTP for all expenses (c); indemnify, and upon demand reimburse, PTP or fanacing change statement on the Personal Property Securities Register established by the PPSA or releasing any GoodSeTupiment charged thereby; not register a financing change statement in respect of a security interest without the prior written consent of PTP.

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

immediately advise PTP of any material change in its business practices of selling Goods within would result in a change in the rature of proceeds derived from such sales.

PTP and the Customer agree that sections 56, 115 and 125 of the PPSA.

The Customer wides their rights to receive notices under sections 17.3 95, 118, 21(4), 130, 132(3)(3) and 132(4) of the PPSA.

The Customer waives their rights as a grantor and/or a debtor under sections 142 and 41, 130, 132(3)(3) and 132(4) of the PPSA.

Unless otherwise agreed to it writing by PTP, the Customer waives the first of the process of the security of the security in accordance weeks.

SCURINS 142 and 143 of the PPSA.

Unless otherwise agreed to in writing by PTP, the Customer waives 18. their right to receive a verification statement in accordance with 18.1 section 157 of the PPSA.

section 157 of the PPSA.

The Customer must unconditionally ratify any actions taken by PTP under clauses 12.2 to 12.5.

Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

can be an activation of the PPSA.

Security and Charge
In consideration of PTP agreeing to supply the Goods/Equipment, (b) the Customer charges all of its rights, title and interest (whether joint to reverse) in any land, really or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer either now or in the future, to secure the performance by the Customer either so would be considered these terms and conditions (including, but not limited to, the payment of any money).

The Customer indemnifies PTP from and against all PTP's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising PTP's rights under this clause. The Customer inevocably appoints PTP and each director of PTP as the Customer's true and lawful altomey's to perform all (a) incustomer's true and lawful altomey's to perform all (a) including, but not limited to, signing any document on the (b) Customer's behalf.

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

Act 2010 (CCA)
The Customer must inspect the Goods/Equipment on delivery and (d) must within seven (7) days of delivery notify PTP in writing of any evident detec/dramage, storage in quantity, or failure to comply 18.5 with the description or quote. The Customer must notify any other alleged defect in the Goods/Equipment as soon as reasonably (a) possible after any such defect becomes evident. Upon such notification the Customer must allow PTP to inspect the Goods/Equipment.

position and any such detect becomes when to poin such it opmotification the Customer must allow PTP to inspect the
Goods/Equipment. State. Territory, and Commonwealth Law (a)
(a) Conditing without limitation the CCA), certain stuthtory implied (b)
guarantees and warranties (including, without limitation the statutory
guarantees under the CCA) may be implied into these terms and (c)
conditions (Non-Excluded Guarantees). (d)
PTP acknowledges that nothing in these terms and conditions
(p)
purports to modify or exclude the Non-Excluded Guarantees,
purports to modify or exclude the Non-Excluded Guarantees
provided for the Non-Excluded Surantees
purports to modify or exclude the Non-Excluded Guarantees,
provided for the Non-Excluded Cuarantees,
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(d)
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purports to modify or excluded Guarantees,
purports to modify or excluded Guara

PTP's lability is limited to the extent permitted by secular or so of Schedule 2. (g) If PTP is required to replace the Goods under this clause or the CCA, but is unable to do so, PTP may refund any money the (h) Customer has paid for the Goods. If the Customer is not a consumer within the meaning of the CCA, 18.7 PTP's liability for any defect or damage in the Goods is: (a) limited to the value of any express warranty or warranty card provided to the Customer by PTP at PTP's sole discretion; (b) limited to any warranty to which PTP is entitled, if PTP did not manufacture the Goods; otherwise negated absolutely.

Subject to this clause 14, returns will only be accepted provided that:

that:
the Customer has complied with the provisions of clause 14.1; and 18.9
PTP has agreed that the Goods are defective; and
the Goods are returned within a reasonable time at the Customer's the Goods are returned in as close a condition to that in which they

the Goods are returned in a Goods and were delivered as is possible.

Notwithstanding clauses 14.1 to 14.8 but subject to the CCA, PTP shall not be liable for any defect or damage which may be caused or 19.

19.1 shall not be liable for any detect or darlingle wincut may be caused or partly caused by or arise as a result of:
the Customer failing to properly maintain or store any
Goods/Equipment;
the Customer using the Goods/Equipment for any purpose other

the Customer using the Cookst-Lupinent to any purpose cure than that for which they were designed: Cookst-Equipment after any (a) the Customer continuing the use of the Cookst-Equipment after any (a) defect became apparent or should have become apparent to a (b) reasonably prudent operator or user; the Customer failing to follow any instructions or guidelines provided

the Customer failing to follow any instructions or guidelines provided by PTP;
fair wear and tear, any accident, or act of God.
PTP may in its absolute discretion accept non-defective Goods for return in which case PTP may require the Customer to pay handling Goods plus any freight costs.
Norwhite landing anything contained in this clause if PTP is required Norwhite landing anything contained in this clause if PTP is required conditions imposed by that law.

conditions imposed by that law. Intellectual Property
Where PTP has designed, drawn or developed Goods/Equipment for the Customer, then the copyright in any designs and drawings and documents shall remain the property of PTP.
The Customer warrants that all designs, specifications or instructions given to PTP will not cause PTP to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify PTP against any action taken by a third party against PTP in respect of any such beautiful properties.

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

documents, designs, drawings or Goods which PTP has created for the Customer.

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%) er calendar month (and at PTP's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

If the Customer owes PTP any money the Customer shall indemnify PTP from and against all costs and disbursements incurred by PTP in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, PTP's contract default the, and bank dishonour fees). Further to any other rights or remedies PTP may have under this contract, if a Oustomer has made payment to PTP by credit card, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by PTP under this cause 16 where it can be proven that such reversel is found to be illegal, fraudulent or in

liable for the amount of the reversed transaction, in addition to any further costs incured by PTP under this clause is 6 where it can be proven that such reversal is found to be illegal, fraudulent or incontravention to the Customer's obligations under this agreement. Without prejudice to any other remedies PTP may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions PTP may thave, if at any suspend or terminate the supply of GoodSetQuapment to the Customer. PTP will not be liable to the Customer for any loss or (bit damage the Customer suffers because PTP has exercised its right) under this clause. Without prejudice to PTP's other remedies at law PTP shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to PTP shall, whether or not due for payment, become immediately payable if: any money payable to PTP becomes overdue, or in PTP's opinion the Customer will be unable to make a payment when it falls due; the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or a receiver, manager, liquidator (provisional or otherwise) or similar person is apported in espect of the Customer or any asset of the Customer.

23.1 Cancellation

Cancellation PTP may can

Cancellation
PTP may cancel any contract to which these terms and conditions apply or cancel delivery of Goods/Equipment at any time before the Goods/Equipment are due to be delivered by giving written notice to the Customer. On giving such notice PTP shall repay to the Customer any money paid by the Customer for the Goods/Equipment PTP shall not be liable for any loss or damage whatsoever arising from such cancellation.

In the event that the Customer cancels delivery of the Goods/Equipment the Customer shall be liable for any and all loss incurred (whether direct or indirect) by PTP as a direct result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for Goods/Equipment made to the Customer's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.

Privacy Act 1988

TIVELY NCT 1900
The Customer agrees for PTP to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, 23.5 credit history) about the Customer in relation to credit provided by PTP.

PTP.

The Customer agrees that PTP may exchange information about the Customer with those credit providers and with related body corporates for the following purposes: to assess an application by the Customer; and/or to notify other credit providers of a default by the Customer; and/or to notify other credit providers of a default by the Customer; and/or to acchange information with other credit providers as to the status.

to fourly other desulprovides or a detailed yither executing, amount to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other 23.7 credit providers; and/or to assess the creditworthiness of the Customer including the

to assess the creditworthiness of the Customer including the Customer's repyment history in the preceding two years.

The Customer consents to PTP being given a consumer credit report to collect overdue payment no commercial credit. The Customer agrees that personal credit information provides that the provides of the provision of Foods Equipment, and the provision of Goods Equipment and the provision of Goods Equipment and the Customer's credit, payment and/or status in relation to the provision of Goods Equipment; and/or status in relation to the provision of Goods Equipment; and/or status in relation to the provision of Goods/Equipment;

processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer and/or enabling the collection of amounts outstanding in relation to the Goods/Equipment.
PTP may give information about the Customer to a CRB for the following purposes:

following purposes: to obtain a consumer of a tork for the tot obtain a consumer credit report; allow the CRB to create or maintain a credit information file about the Customer including credit history. The information given to the CRB may include: personal information as outlined in 18.1 above; name of the credit provider and that PTP is a current credit provider to the Customer;

whether the credit provider is a licensee;

name of the credit provider and that PTP is a current credit provider to the Customer; whether the credit provider is a licensee; whether the credit provider is a licensee; whether the credit provider is a licensee; whether the credit provider is a conseming the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than stay (60) days and for which witten notice for request of payment has been made and debt recovery action commenced or atternatively that the Customer no longer has any overdue accounts and PTP has been paid or otherwise discharged and all details surrounding that dischargele; 2, dates of payments); information that, in the opinion of PTP, the Customer has committed a serious credit infringement; advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150). The Customer shall have the right to request (by e-mail) form PTP-acpy of the information about the Customer's equestion and that PTP does not disclose any paymororect information; about the Customer's request to the pumpse of direct marketing. PTP will destroy personal information upon the Customer's request to fulfill the obligations of this agreement or is required to be maintained and/or stored in accordance with the law. The Customer can make a privacy complaint by contacting PTP via email PTP will respond to that complaint within seven (f) 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 Customer is not satisfied with the resolution provided, the Customer can make a privacy complaint to the Information Commissioner at www.oaic.gov.au.

Unpaid Seller's Rights

Where the Customer has left any item with PTP for repair, modification, exchange or for PTP to perform any

until all montes owing to PTP are palo: a lien on the item; and the right to retain or sell the item, such sale to be undertaken accordance with any legislation applicable to the sale or disposa

the right to retain or sell the item, such sale to be uncertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. The lien of PTP shall continue despite the commencement of proceedings, or judgment for any monies owing to PTP having been obtained against the Customer. Equipment Hire Equipment shall at all times remain the property of PTP and is returnable on demand by PTP. In the event that Equipment is not returned to PTP in the condition in which it was delivered PTP retains the right to charge the Customer the full cost of replacing the Equipment is not returned to PTP shall have right to charge the Customer the full cost of replacing the Equipment. In the event that Equipment is not returned at all PTP shall have right to charge the Customer the full cost of replacing the Equipment. The Customer shall: keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to a lien over totaller or make any additions to the Equipment including but without limitation altering make any additions to defacing or raising any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment. Repet the Equipment or in any other manner interfere with the Equipment. Repet the Equipment or a delivered, and shall comply with any maintenance schedule as advised by PTP to the Customer. The Customer accepts full responsibility for the safekeeping of the Funiment and the Customer acrees to insure, or self insure, PTP's

maintenance schedule as advised by PTP to the Customer. The Customer accepts full responsibility for the sakekeeping of the Equipment and the Customer agrees to insure, or self insure, PTP's interest in the Equipment and agrees to indemnify PTP against physical loss or damage including, but not limited to, the perits of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

Dispute Resolution

Dispute Resolution
If a dispute arises between the parties to this contract then either party shall seem to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within the party shall seem to the dispute of the party and providing details of the dispute. Within the shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute, in the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be: referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia, and conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration. Building and Construction Industry Security of Payments Act 1999

At PTP's sole discretion, if there are any disputes or claims for

1999
At PTP's sole discretion, if there are any disputes or claims for unpaid Goods, Services and/or Equipment hire then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply.
Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.

General

23.4

Waits, except our country.

General
The failure by PTP to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect PTP's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, oil illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, was indeed or innoving.

enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales in which PIP has its principal place of business, and are subject to the jurisdiction of the courts in New South Wales.

Subject to clause 14, PTP shall be under no liability whatsoever the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer ainsing out of a breach by PTP of these terms and conditions (alternatively PTP's liability shall be limited to damages which under no circumstances shall exceed the Price of the GoodSEquipment him.) The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owned to the Customer by the Price of the GoodSEquipment him.

The Customer shall not be entitled to set off against, or deduct from the Customer shall not be entitled to set off against, or deduct from the Customer by the Customer agrees that PTP may amend these terms and conditions at any time. If PTP makes a change to these terms and conditions, then that change will take effect from the date on which PTP notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for PTP to provide Goods/Equipment to the Customer.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. The Customer was the sold ineed all necessary authorisations to allow it

agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.