

Australian Architectural Fire Doors Pty Ltd ABN: 96 132 923 669 • Licence No: QBCC 1162186 29 Andrew Campbell Drive, Narangba QLD 4504 Phone: (07) 3888 5911 Email: accounts@aafd.com.au Web: www.aafd.com.au

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - 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:	State:	Postcode:						
Email Address:								
Phone No: Fax No:		Mobile No:	Mobile No:					
Personal Details: (please complete if you are an Individual)								
D.O.B. Driver's Licence No:								
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)								
ABN:	ABN: ACN:		Date Established (current owners):					
Nature of Business:								
Paid Up Capital: \$	Credit Limit Required: \$	Credit Limit Required: \$						
Principal Place of Business is: Rented Owned Mortgaged (to whom):								
Directors / Owners / Trustee (if more than two, please	se attach a separate sheet)							
(1) Full Name:								
Director Identification No: D.O.B.								
Private Address:	State:	Postcode:						
Driver's Licence No: Phone No:		Mobile No:	Mobile No:					
(2) Full Name:								
Director Identification No: D.O.B.								
Private Address:	State:	Postcode:						
Driver's Licence No: Phone No:		Mobile No:	Mobile No:					
Account Terms: 30 Days COD Other:								
Purchase Order Required?	nase Order Required? YES NO Accounts to be emailed? YES NO							
Accounts Email Address:								
Accounts Contact:	Phone No:	Phone No:						
Bank and Branch:	Account No:	Account No:						
Trade References: (please provide companies that are willing to do trade references)								
Name:	Address:	Phone / Fax	Phone / Fax / 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 Australian Architectural Fire Doors 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.

SIGNED (CLIENT):	SIGNED (AAFD):
Name:	Name:
Position:	Position:
Date:	Date:

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



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Personal/Directors Guarantee and Indemnity

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

IN CONSIDERATION of Australian Architectural Fire Doors Pty Ltd and its successors and assigns ("AAFD") 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]

GUARANTEE the due and punctual payment to AAFD of all monies which are now owing to AAFD by the Client and all further sums of money from time to time owing to AAFD by the Client in respect of goods and services supplied or to be supplied by AAFD to the Client or any other liability of the Client to AAFD, and the due observance and performance by the Client of all its obligations contained or implied in any contract or agreement with AAFD, 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 AAFD, the Guarantor will immediately on demand pay the relevant amount to AAFD. In consideration of AAFD agreeing to supply the goods and/or services to the Client, the Guarantor charges pay the relevant amount to AAFD. In consideration of AAFD 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 AAFD 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 AAFD and each director of AAFD 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 is bealf which AAFD 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 (b) (c) correct a defect in a statement referred to in clause 1(a) or 1(b). HOLD HARMLESS AND INDEMNIFY AAFD on demand as a separate obligation against any liability (including but not limited to damages, 2. costs, losses, and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, AAFD in connection with: the supply of goods and/or services to the Client; or the recovery of monies owing to AAFD by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to AAFD's nominees contract default fee and legal costs; or monies paid by AAFD with the Client's consent in settlement of a dispute that arises or results from a dispute between, AAFD, the (b) (c) (c) monies paid by AAPD with the Client's consent in settlement of a dispute that arises of results from a dispute between, AAPD, the Client, and a third party or any combination thereof, over the supply of goods and/or services by AAFD to the Client. I/WE FURTHER ACKNOWLEDGE AND AGREE THAT I/We have received, read, and understood AAFD'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 all monies owing to AAFD by the Client and all obligations herein have been fully paid satisfied and partermed. performed No granting of credit, extension of further credit, or granting of time and no waiver, indulgence, or neglect to sue on AAFD'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 5. Client's obligations to AAFD, each Guarantee and Indemnity shall not be a principal debtor and liable to AAFD accordingly. The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced, or affected by: 6. (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 Guarantee, mean, and refer to each of them individually and ell of them together update to express the peliations. 7. 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 AAFD.** I/we irrevocably authorise AAFD to obtain from any person or company any information which AAFD may require for credit reference purposes. I/We further irrevocably authorise AAFD 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 AAFD as a result of this Guarantee and Indemnity being actioned by AAFD. The above information is to be used by AAFD for all purposes in connection with AAFD considering this Guarantee and Indemnity and the subsequent of the same. and refer to each of them individually and all of them together unless the context otherwise requires, the obligations and agreements on the 8. q 10 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 GUARANTOR-2 SIGNED: 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 20_ EXECUTED as a Deed this day of 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

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

Australian Architectural Fire Doors Pty Ltd – Terms & Conditions of Trade

Definitions "AAED" means Australian Architectural Fire Doors Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Australian Architectural Fire Doors Pty Ltd. "Client" means the person's, entities or any person acting on behalf of and with the authority of the Client requesting AAED to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:

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- if there is more than one Client, is a reference to each Client jointly (a) 6.4
- and severally; and if the Client is a partnership, it shall bind each partner jointly and severally; and if the Client is on behalf of or part of, a Trust, shall be bound in its own (b)
- (c)

(c) in the Client is a partnersing, it shall bind each partner jointly and severally, and
 (c) if the Client is a partnersing, it shall bind each partner jointly and includes the Client's executors, administrators, successors, and permitted assigns.
 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual and commercial affairs. Contracts, client information [Lorenzo and Lorenzo], but not limited to, this Contract, either party's intellectual and commercial affairs. Contracts, client information [Lorenzo and Lorenzo and Lorenzo

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- Goods as agreed between AAFD and the Client in accordance with clause 6 below.
 Acceptance
 The parties acknowledge and agree that:

 (a) they have read and understood the terms and conditions contained in this Contract and
 (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts Delivery of the Goods.
 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties are entered in the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract and provide by the consent of both parties.
 The Client acknowledges and accepts that the supply of Goods:
 (a) on credit shall not take effect until the Client as completed a credit application with AAFD and it has been approved with a credit limit established for the account. In the event that the supply of Goods requested exceeds the Client's credit limit and/or the account exceeds the payment terms, AAFD reserves the right to refuse Delivery. AAFD may increase or decrease the Client's credit limit at the Client's specific request of lower the limit without approval from the Client's specific request or lower the limit without approval from the Client's specific request or lower the limit without approval from the Goods) and vary the Price as per clause 6.2. In all such cases AAFD will notify the Client in advance of any such substitution, and also reserves the right to sloce the Client agree to be availability and if, for any reason, the Goods are not or cases to be availability and a for thary sense the right to relate the Client appropriately.

 (b) for accepted orders may be subject to availability and aff. for any reason, the Goods are not or cases to be availability and if, for any reason, the Goods are not or c
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3. 3.1

- Authorised Representatives Unless oftenvises limited, as per clause 3.2, the Client agrees that should the Client introduce any third-party to AAFD as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Goods or Services on the Client's behalf and/or to request any variation to the Services on the Client's behalf acto, authority to continue until all requested Services have been completed or the Client otherwise notifies AAFD in writing that said person is no longer the Client's third authorised representative).
- otherwise notifies AAPD in writing mat said person is no longer the users duly authorised representative authorised representative as per clause 3.1 is to have only limited authority to act on the Client's behalf then, the Client must specifically and clearly advise AAPD in writing of the parameters of the limited authority granted to their representative. 3.2

4. 4.1

- Errors and Omissions The Client acknowledges and accepts that AAFD shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from an inadvertent mistake made by AAED in the formation
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- accept no insuliny in respect or any alreged or accual retro(s) and/or omission(s):

 (a) resulting from an inadvertent mistake made by AAFD in the formation and/or administration of this Contract, and/or
 (b) contained infomitted from any literature (hard copy and/or electronic) supplied by AAFD in respect of the Services.
 In circumstances 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 information such as, without limitaton, measurements and quantity, when placing an order for Goods (whether they are made to order Goods or not) ("Client Error)". The Client must pay for all Goods it orders from AAFD notwithstanding that such Goods suffer from a Client Error and notwithstanding that the Client has not taken or refuses to take Delivery of such Goods. ArD is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.

5. 5.1

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

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- as a result of the Client's failure to comply with this clause. Price and Payment At AAFD's sole discretion, the Price shall be either: (a) as indicated on any invoice provided by AAFD to the Client upon placement of an order for Goods; (b) the Price as at the date of Delivery of the Goods according to AAFD's current price list, as previously disclosed to the Client upon the Client's placement of an order for Goods; (c) AAFD's quoted Price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days; AAFD reserves the right to change the Price if a variation to AAFD's quotation is requested. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of additional Services required due to unforcesen circumstances, such as limitations to accessing the site and/or crawl spaces, changes the scope of work as a result of inaccurate plans, availability of machinery, safely considerations (including, the discovery of as bestos), poor weather conditions, industrial action unavailability of raw materials preequisite work by any third-party not being completed or as a result of any increase to AAFD in the cost of materials and labour, which are beyond AAFD's control) will be varies that a larroar print varsion of these term 6.2 9.7 9.8

- **I Fire Doors Pty Ltd Terms & Coo**detailed in writing, and shown as variations on AAFD's invoice. The Client thall be required to respond to any variation submitted by AAFD within the (10) working days. Failure to do so will entitle AAFD 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 AAFD's sole discretion, a reasonable non-refundable deposit may be quotation provided by AAFD or the Client prior to the placement of an order for Goods, in accordance with any quotation provided by AAFD or as notified to the Client prior to the placement.
 The order for Goods.
 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date's determined.
 (a) or offer Delivery of the Goods.
 (b) way of instalments/progress payments in accordance with AAFD's payment schedule;
 (a) or offer Delivery of the Goods?
 (b) way of finstalments/progress payments in accordance with AAFD's payment schedule;
 (b) the Client on the date's determined within it which a statement is posted to the Client's address or address for notices?
 (c) the date specified on any invoice or other form as being the date for parking; or days following the end of the month in which a statement is posted to the Client's address or address for noticolon-line banking; or day the made by cash, cheque, bank cheque, electronicol-nie banking; or day time afterwards. On any default by the Client hard PD may write address are double which is seven (7) days.
 AFD may in its discretion allocate any payment received from the Client pays in its discretion address any advened to be allocated. In the absence of any payment allocation by AAPD. Payment will be deemed. De and located any the afterwards. On any default by the Client, AAFD may were any tawnest atervards. On any default by the Client, AAFD may appress the disputed claim, no reddi shall be passed for refund any invoice be

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- Included in the Proce. Provision of the Services Subject to clause 7.2 it is AAFD's responsibility to ensure that the Services start as soon as it is reasonably practicable. The Services' commencement date will be extended, and the completion date extended by whatever time is reasonable in the event that AAFD claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond AAFD's control, including, but not limited to any failure by the Client to: (a) make a selection; or (b) have the site ready for the Services; or (c) notify AAFD that the site is ready. Delivery (7Delivery)' of the Codo is taken to occur at the time that: (a) the Client or the Client's nominated carrier takes possession of the Goods at AAFD's andress; or (b) AAFD for AAFD's nominated carrier takes possession of the Goods to the Client sominated address; or (c) Client's nominated address; or (c) AAFD for AAFD's nominated carrier takes possession of the Goods of AAFD's nominated carrier to flexer the client is not present at the address. The cost of Delivery will be navable by the Client in accordance with the

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- (ii) AAPD (ii) AAPD infinition calling derives the Goods to the Client's nominated address, even if the Client is not present at the address. The cost of Delivery will be payable by the Client in accordance with the quotation provided by AAPD to the Client, or as otherwise notified to the Client prior to the placement of an order for Goods. Any time specified by AAPD for Delivery of the Goods is an estimate only and AAPD will not be liable for any loss or damage 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 AAPD is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then AAPD shall be entitled to charge a reasonable fee for redelivery and/or storage. The Client shall immediately upon Delivery store the Goods is an broizontal position in a dry area under cover and shall as soon as practical seal the top and bottom of the Goods to maintain the acceptable moisture content limits. Goods are prepared with a standard factory priming that is only to protect frames in transt and general handling, it is the responsibility of the Client to sealing primer to prevent corrosion or the like.

- Dimensions, Plans and Specifications All customary building industry tolerances shall apply to the dimensions and measurements of the Goods unless AAFD and the Client agree otherwise in
- Measurements of the course and a state at the state of any plans, specifications AAFD shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. If the giving of an estimate or quotation for the supply of Goods involves AAFD estimating measurements and quantities, it shall be the responsibility of the Client to verify the accuracy of AAFD's estimated measurements and quantities before the Client places an order based on such estimate or transfer sub-nutation 12.4

- 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 any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, AAPD is entitled to receive all insurance proceeds syable for the Goods. The production of these terms and conditions by AAPD is sufficient evidence of AAPD's rights to receive the insurance proceeds without the need for any person dealing with AAPD to make further enquines. If the Client requests AAPD to leave Goods outside AAFD'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. Any advice, recommendation, information, assistance, or service provided by AAPD in relation to the Goods or Services supplied is given in good faith to the Client, or the Client's agent and is based on AAFD's own knowledge and experience and shall be accepted without liability on the part of AAFD. Where such advice or recommendations are not acted upon then AAFD is writing. AAFD be shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services. Accordingly, AAFD offers to warranty in regart to the aforementioned. Where AAFD is required to install the Goods, the Client warrants that the
- aforementioned. Where AAFD is required to install the Goods, the Client warrants that the alorenterilotielic.
 Where AAFD is required to install the Goods, the Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or ereded is sound and will sustain the installation and work incidental thereto and AAFD shall not be liable for any claims, demands, losses, damages, costs, and expenses howsoever caused or arising in connection with the installation and work incidental thereto.
 The Client Acknowledges and accepts that:
 (a) AAFD is only responsible for parts that are replaced by AAFD and does not at any stage accept any liability in respect of previous services and/or goods supplied by any other third-party that subsequently fail and found to be the source of the failure, the Client acgrees to indemnify AAFD against any loss or damage to the Goods, or any part thereof howsoever arising; and (b) Goods supplied may exhibit variations is shade, colour, texture, surface, and finish, and may fade or change colour, we time. AAFD will make every effort to match batches of product supplied in order to minimise such variations out variations out.
 Timber is a hydroscopic material subject to expansion and contraction, therefore AAFD will accept to responsibility for gaps that may appear during prolonged dry periods.
- therefore AAFD will accept no responsibility for gaps that may appear during prolonged dry periods. In the event that AAFD discovers asbestos/hazardous materials whilst undertaking any Services, AAFD shall immediately advise the Client of the same and shall be entitled to suspend the Services pending a risk assessment in relation to those materials. The Client shall be liable for all additional costs (howsoever arising) incurred by AAFD as a result of the discovery of asbestos/hazardous materials and/or any suspension of Services in relation thereto. **14.** 14.1 14.2

Please note that a larger print version of these terms and conditions is available from AAFD on request.

- Ste Access and Condition
 AFD is not responsible for the removal of rubbish from or clean-up of the building/construction site/s. All rubbish generated by AAFD will be placed in a designated area appointed by the Client but the responsibility of removal of same is the Client saget. In ubits of the weak earth of the Client saget that that:

 (a) the Client shart ensure that AAFD has clear and free access to the size at all times to enable them to undertake the Services (including carrying out site inspections, gain signatures for required documents, and for the Delivery and installation of the Goods). AAFD shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas juness due to the negligence of AAFD, and
 (b) AAFD, while at the site, with adequate access to available electricity and/or ther amenities as may be required, and and have erected scaffolding to enable the Services to be undertaken (where in AAFD's opinion it is deemed necessary) this alto supred that all scaffolding perceted will comply with industry safety standards and that any person erecting the competency and/or be fully licensed.
 The Client agrees to remove any furniture, furnishings, or personal materials form the vicentity of the Services and agrees that AAFD ball not be liable for any damage coused to those items through the Clients failure to comply with its clause.

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- this clause. Where AAFD requires that Goods, tools etc. required for the Services be stored at the site, the Client shall supply AAFD a safe area for storage and shall take all reasonable efforts to protect all items from destruction, theft, or damage. In the event that any of the stored items are destroyed, stolen or damaged, then the cost of repair or replacement shall be the Client's responsibility. The Client agrees to be present at the site when and as reasonably requested by AAFD and its employees, contractors and/or agents. Site Inductions
- (a)
- ductions in the event the Client requires an employee or sub-contractor of AAFD to undertake a site induction during working hours, the Client will be liable to pay the hourly charges for that period. If any induction needs to be undertaken prior to the commencement date then the Client shall be liable to pay AAFD s standard (and/or overtime, if applicable) hourly labour rate; or where AAFD is in control of the site, the Client and/or the Client's fund-party contractors must initially carry out AAFD's Health & Safety induction course before access to the Worksite will be granted. Inspection of the site during the course of the Services will be by appointment only and unless otherwise agreed, in such an event the Client and/or thind party acting to healt of the Client must at all times be accompanied by AAFD. (b)

Underground Locations Prior to AAFD commencing any work the Client must advise AAFD of the precise location of all underground services on the site and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sever services, pumping services, sever connections, sever suldge mains, water mains, ingation pipes, telephone cables, fibre optic cables, oil pumping marins, and any other services that may be on the site. Whist AAFD will take all care to avoid damage to any underground services the Client agrees to indemnify AAFD in respect of any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 11.1.

Idcated and notined as per clause 11.1. Compliance with Laws AAFD and the Client shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the GoodServices. Where the Client has supplied products for AAFD to complete the Services, the Client actonowledges that it accepts responsibility for the suitability of purpose and use for their products and the intended use and any faults inherent in those products. However, if in AAFD s opinion, it is believed that the materials supplied are non-conforming products as per state regulations, then AAFD ball be entitled. Whoth ut prejudice, to hat the Services until the appropriate conforming materials are sourced and all costs associated with such a change to the plans will be invoiced in accordance with clause 6.2. The Client: (i) obtain (at the expense of the Client) all licenses and approvals may that may be required for the Services, and may complete the plans.

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- Title AAFD and the Client agree that ownership of the Goods shall not pass until

AAFD and the Client agree that ownership of the Core and the Client has: (a) paid AAFD all amounts owing to AAFD; and (b) met all of its other obligations to AAFD. Receipt by AAFD of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared, or recognised. It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 13.1 (a) the Client is only a bailee of the Goods and must return the Goods to AAFD on request; (b) the Client holds the benefit of the Client's insurance of the Goods on

AAFD on request; the Client holds the benefit of the Client's insurance of the Goods on trust for AAFD and must pay to AAFD the 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 value. If the Client sells, disposes or parts with possession of the Goods othen the Client must hold the proceeds of any such act on trust for AAFD and must pay or deliver the proceeds to AAFD on demand:

trust for AAFD and must pay to serve as a server the 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 AAFD and must sell, dispose of or return the resulting product to AAFD and is directs; the Client irrevocably authorises AAFD to enter any premises where AAFD believes the Goods are kept and recover possession of the Goods:

AAFD may recover possession of any Goods in transit whether or not

AR-D may recover possession of any Goods in transit whether of not Delivery has occurred; the Client 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 AAFD; and AAFD may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has 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 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

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Australian Architectural Fire Doors Pty Ltd – Terms & Conditions of Trade

interest in all Goods that have previously been supplied and that will be supplied in the future by AAFD to the Client, and the proceeds from such 14.3

- supplied in the nume of the two provides and the two 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 AAFD 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 14.3(a)(i) or 14.3(a)(ii). 18.2
- 18.3
- (i) register any other document required to be registered by the PPSA; or PPSA; or 14.3(a)(i) correct a defect in a statement referred to in clause 14.3(a)(i) or 14.3(a)(i).
 (b) indemnify, and upon demand reimburse, AAFD 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:

 (i) a financing change statement in respect of a security interest without the prior written consent of AAFD; and
 (ii) or permit to be registered, a financing statement or a financing change statement in respect of a security interest without the prior written consent of AAFD; and
 (ii) or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of a third-party without the prior written consent of AAFD.
 (ii) immediately advise AAFD of any material change in its business practices of selling the Goods which would result in a change in proceeds derived from such sales.

 AAFD and the Client agree that sections 96, 115 and 125 of the PPSA.
 The Client waives their rights to receive notices under sections 95, 118, 12(4), 130, 13(2)(4) of the PPSA.
 The Softerwise agreed to in writing by AAFD, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 14.4
- 14.5
- 14.6 14 7
- PPSA. The Client must unconditionally ratify any actions taken by AAFD under clauses 14.3 to 14.5. 14.8 Hauses 14.5 to 14.5. Subject to any express provisions to the contrary (including those contained this clause 14), nothing in these terms and conditions is intended to have he effect of contracting out of any of the provisions of the PPSA. 14.9
- **15.** 15.1
- the effect of contracting out of any of the provisions of the PPSA. Security and Charge In consideration of AAFD agreeing to supply the Goods and/or provide its Services, the Client grants AAFD a security interest by way of a floating charge (registerable by AAFD pursuant to the PPSA) over all of its present and after acquired rights, title and interest (whether joint or several) in all other assets that is now owned by the Client or owned by the Client the future, 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 of provision of the Goods and/or Services under this Contract and/or permit AAFD to appoint a receiver to the Client in accordance with the Comparisons Act 2001 (Clh). The Client indemnifies AAFD from and against all AAFD's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising AAFD's rights under this clause. In the event that the Client details or breaches any term of this Contract and as a result, the security provided in clauses 13, 14,2 and 15,1 as applicable, is deemed insolficient by AAFD to secure the repayment of monies owed by the Client to AAFD, the Client hereby grants AAFD a security interest as at the date of the default, by way of a charge, that enables the right and entilement to lodge a caveat over any real property and or land owned by the Client to ay, or owned by the Client in the future, to secure the performance of the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money. Defects, Warranties and Returns, Competition and Consumer Act 2010
- 15.2
- 15.3 19.4 **20.** 20.1
- 16. Defects, Warranties and Returns, Competition and Consumer Act 2010
- Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA) The Citent must inspect the Goods on Delivery and must within three (3) days of Delivery notify AAPD in writing of any avident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Citent must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow AAPD to inspect the Goods. Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and waranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees). AAPD acknowledges that nothing in these terms and conditions purports to Except as expressly set out in these terms and conditions or in respect of the 16.1
- 16.2 16.3
- 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, AAED makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. AAED's liability in respect of these warranties is limited to the fullest extent permitted by law. If the Client is a consumer within the meaning of the CCA, AAED's liability is limited to the extent permitted by section 64A of Schedule 2. If AAED is required to replace the Goods under this clause or the CCA, but is unable to do so, AAED may refund any money the Client has paid for the Goods. 16.4
- 16.5 16.6
- 16.7
- Goods. If the Client is not a consumer within the meaning of the CCA, AAFD'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 AAFD at AAFD's sole discretion; (b) limited to any warranty to which AAFD is entitled, if AAFD did not manufacture the Goods; (c) dthenvise neorated whech the 20.3
- 16.8
- (c) initiate to any warrang to warrang to warrang to the theory in AAP bill not not manufacture the Goods;
 (c) otherwise negated absolutely.
 (c) otherwise negated absolutely.
 (c) the Cleant has complied with the provisions of clause 16.1; and
 (d) AAFD has agreed that the Goods are defective; and
 (e) AAFD has agreed that the Goods are defective; and
 (f) 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 16.1 to 16.8 but subject to the CCA, AAFD shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of
 (a) the Client using the Goods for any purpose other than that for which they were designed;
 (b) the Client continuing the use of any Goods; after any defect became apparent or should have become apparent to a reasonably prudent operator or user; 16.9
- - - operator or user; the Client failing to follow any instructions or guidelines provided by AAFD; (d)
- (a) AAFD: (e) fair wear and tear, any accident, or act of God. In the case of second-hand Goods, unless the Client is a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second-hand Goods prior to Delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by AAFD as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that AAFD has agreed to provide the Client with the second-hand Goods and calculated the Price of the second- hand Goods in reliance of this clause 16 10. 16.10 20.6 20.7 16.11
- 10.10. AAFD may in its absolute discretion accept non-defective Goods for return in which case AAFD may require the Client to pay handling fees of up to twenty-five percent (25%) of the value of the returned Goods plus any freight
- costs. Notwithstanding anything contained in this clause if AAFD is required by a law to accept a return, then AAFD will only accept a return on the conditions imposed by that law. 16.12
- **17.** 17.1
- 17.2
- Induced of that twit: Intellectual Property Where AAFD has designed, drawn, or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of AAFD. Under no cricumstances may such designs, drawings and documents be used without the express written approval of AAFD. The Client warrants that all designs, specifications, or instructions given to AAFD will not cause AAFD to infinge any patent, registered design, or trademark in the execution of the Client's order and the Client agrees to indemnify AAFD against any action taken by a third-party against AAFD in respect of any such infingement. The Client agrees that AAFD may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, or Goods which AAFD has created for the Client. 20.8
- 17.3

- PFILE DOORS Pty Ltd Terms & Co
 Performance
 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 hall percent
 (2.5%) per calendar month (and at AAFD's sole discretion such interest shall
 compound monthy at such a rate) after as well as before any judgment.
 If the Client owes AAFD any money, the Client shall indemnify AAFD from
 and against all costs and disbursements:
 (a) incurred, and/or
 (b) which would be incurred and/or
 (c) for which by the Client would be lable;
 in regard to legal costs on a solicitor and own client basis incurred in
 exercising AAFD's rights under these terms and conditions, internal
 administration fees, AAFD's Contract fees owing for breach of these terms
 and conditions', including, but not limited to, contract default fees and/or
 recovery cost (f applicable), as well as bank dishonour fees.
 Further to any other rights or remedies AAFD may have under this Contract,
 if a Client hand to be liable;
 in addition to any further costs incurred by AAFD under this clause 18 where
 it a Client has such reversal is found to the reversed transacton,
 in addition to the Client's obligations under this clause 18 where
 it and payment to AAFD, any payte under this contract.
 Without prejudice to AAFD's other remedies at law AAFD shall be entitled to
 anal mounts owing to AAFD shall, whether or not due for payment, become
 immediately payable if.
 any money payable to AAFD becomes overdue, or in AAFD's opinion
 the Client which emplayed by AAFD
 interting that the base to make a payment when it falls due;
 the Client becomes insolvent, convenes a meeting with its créditors
 or proposes or enters into an arrangement with creditors, or makes
 an asyment to the benefit of its creditors; 20.10

- - the client becomes insolvent, contraines a meeting with its decision or proposes or enters into a management with creditors, or makes an assignment for the benefit of its creditors, or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- (d)

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Please note that a larger print version of these terms and conditions is available from AAFD on request.

- 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/or Services to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.
- chter party suffers because one of the parties has exercised its rights under this clause. If AAFD, due to reasons beyond AAFD's reasonable control, is unable to deliver any Goods and/or Services to the Client, AAFD may cancel any Contract to which these terms and conditions apply or cancel Delivery of Goods and/or Services at an the Goods and/or Services are delivered by giving written notice to the Client. On giving such notice AAFD shall repay to the Client any money paid by the Client of the Goods and/or Services, AAFD shall not be liable for any loss or damage whatsoever arising from such cancellation. The Client may cancel Delivery of the Goods and/or Services by written notice served within forty-eight (48) hours of placement of the order. If the Client cancels Delivery in accordance with this clause 19.3, the Client will not be liable for the payment of any costs of AAFD. except where a deposit is payable in accordance with clause 6.3. Failure by the Client to otherwise accept Delivery of the Goods and/or Services shall place the Client in breach of this Contract. Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will not be accepted once production has commenced, or an order has been placed. 19.2 23.2 **24.** 24.1 19.3

Inter-stocking terms, will not be accepted once production has commenced, or an order has been placed.
Privacy Policy
All emails, documents, images, or other recorded information held or used by AAFD is Personal Information, as defined and referred to in clause 20.3, and therefore considered Confidential Information. AAFD acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Arentofiel Data Breaches). Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area (TEAT), under the EU Data Privacy Laws (including the General Data Protection Regulation 'GDPR') (collectively, 'EU Data Privacy Laws'). AAFD acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by AAFD be acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by AAFD be acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by AAFD be acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information must be approved by the Client by written consent, unless subject to an operation of faw.
Notwithstanding clause 20.1, privacy limitations will extend to AAFD in respect of Cookies where the Client times AAFD website to make enquiries. AAFD agrees to display reference to such Cookies and/or similar tracking technology allows the collection of Personal Information.
(a) IP address, browser, email client type and ther similar details;
(b) tracking website used and ther AFD when AAFD where an it to the Client to web to weak end unformation.
(c) reports

25.3 wishes to withdraw that consent, the Client may manage and control AAFD's privacy controls via the Client's web browser, including emoving Cookies by deleting them from the browser history when exiting the site. The Client agrees that AAFD may exchange information about the Client with those credit providers and with related body corporates for the following 25.4

purpos

purpose:
(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 notify other credit providers as to the status of
this credit account, where the Client is in default with other credit
providers; and/or
(d) to assess the creditworthiness of the Client including the Client's
repayment history in the preceding two (2) years.
The Client consents to AAFD being given a consumer credit report to collect
personal credit information relating to any overdue payment on commercial
credit

- personal credit information relating to any visitous positions and credit information provided may be used and retained by AAFD 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
 (c) 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 Goods;

 - Goods. AAFD may give information about the Client to a CRB for the following
- ourposes
- (a) (b)
- (a) (b)
- whether the credit provider is a licensee;

 - to the Utent;
 whether the credit provider is a licensee;
 (d) type of consumer credit;
 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);
 (f) advice of consumer credit defaults (provided AAFD is a member of an approved OAIC External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written noise for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts; loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written noise for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts; and AAFD has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payment);
 (g) information that, in the opinion of AAFD, the Client has committed a serious credit infingment;
 (h) advice that the amount of the Client's sverdue payment is equal to or more than one hundred and fifty dolars (5150).
 The Client shall have then right to request (by e-mail) from AAFD;
 (a) a copy of the Personal Information about the Client retained by AAFD and the right to request that AAFD correct any incorrect Personal Information; and

(b) that AAFD does not disclose any Personal Information about the Client for the purpose of direct marketing. AAFD will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required to fulfi the obligations of this Contract or is required to be maintained and/or stored in accordance with the

Iaw. The Client can make a privacy complaint by contacting AAFD via e-mail. AAFD will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to reach a decision on the complaint within thirty (30) days of receipt of the complaint. If the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.caic.gov.au.

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Unpaid Seller's Rights
 Where the Client has left any item with AAED for repair, modification,
 exchange or for AAFD to perform any other service in relation to the item and
 AAFD has not received or been tendered the whole of any monies owing to
 it by the Client, AAFD shall have, until all monies owing to AAFD are paid:
 (a) a lien on the item, and
 (b) the right to retain or sell the item, such sale to be undertaken in
 accordance with any legislation applicable to the sale or disposal of
 uncollected goods.
 The lien of AAFD shall continue despite the commencement of proceedings,
 or judgment for any monies owing to AAFD having been obtained against the
 Client.

Building Industry Fairness (Security of Payment) Act 2017 At AAFD's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building Industry Fairness (Security of Payment) Act 2017 may apply. Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Building Industry Fairness (Security of Payment) Act 2017 of Queensland, except to the extent permitted by the Act where applicable

re app Service of Notices

- 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; (c) by sending it by registered post to the address of the other party as
- and received: by handing the notice to the other party, in person; by leaving it at the address of the other party as stated in this Contract; by sending it by registered post to the address of the other party as stated in this Contract; if sent by facsimilie transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission; (d)

transmission; or constant (a tary), or recommender or communication of the (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 into the Contract is acting in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether or not AAPD may have notice of the Trust, the Client covenants with AAPD as follows:

- as follows: Contract extends to all rights of indemnity which the Client now or sequently may have against the Trust, the trustees and the trust
- subsequently may have against the Trust, the trustees and the trust fund: the Cleent has full and complete power and authority under the Trust or from the Trustees of the Trust as the case may be to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Cleent against the Trust, the trustees and the trust fund. The Cleent 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 during the term of the Contract without consent in writing of AAFD (AAFD 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; (iii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; (iv) any resettiment of the trust trust or vort. (b)
- (c)
- (ii) (iii) (iv) any advancement or distribution of capital of the Trust; or any resettlement of the trust fund or trust property. (iv) any resettlement of ubstructure of capital of the rust, of any resettlement of the trust fund or trust property. **Ceneral**Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resoring to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall be free to pursue other dispute resolution avenues. The failure by either party to enforce any provision of these terms and conditions shall be treated as a waiver of that provision, nor shall a faster equally the mediatory to enforce any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, that party sing the subsequently enforce that party sing the subsequently enforce that party sing the subsequently enforce that provision, and these terms and conditions and any Contract, and the validity, existence, legality, and enforceability of the remaining provisions shall to be effected, prejudiced, or ours in Queensland, the state in which APED has its principal place of business and are subject to the jurisdiction of the Caboolure Courts in Queensland, the state in which APED has use detriment to the Client.
 The Client cannot licence or assign without the written approval of APED. APED may leaded to subonarize at understands that they have no authority of ware. In struction to any of AAPED without the Client agrees shut hed File enteres to the dispute of the client.
 The Client agrees that AAFD may amend their general terms and conditions for subsequent future Contracts with the Client agrees understands that they have no authority of ware.
 The Client agrees that AAFD may dender this contract by so doing. Furthermore, the Client agrees sub develor to the defect from the date on which the Client.
 Nether party shall be liable for any default

Majeure event has ceased. Both parties warrant that they have the power to enter 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

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

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Customer/s Initials:

Date: