

Entrada Group Pty Ltd T/A Xtreme Products – Terms & Conditions of Trade

1.	Definitions	6.	Price and Payment	10.	Dimensions, Plans and Specifications
1.1	"Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting the Supplier to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and: (a) if there is more than one Client, is a reference to each Client jointly and severally; and (b) if the Client is a partnership, it shall bind each partner jointly and severally; and (c) if the Client is on behalf of or part of, a Trust, shall be bound in its own capacity as a trustee; and (d) includes the Client's executors, administrators, successors, and permitted assigns.	6.1	At the Supplier's sole discretion, the Price shall be either: (a) as is stated on any invoice provided by the Supplier to the Client upon placement of an order for Goods; or (b) the Supplier's quoted Price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	10.1	All customary building industry tolerances shall apply to the dimensions and measurements of the Services, unless the Supplier and the Client agree otherwise in writing.
1.2	"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 property, operational information, know-how, trade secrets, financial and commercial affairs, Contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's licence details, e-mail, contact details (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.	6.2	The Supplier reserves the right to change the Price: (a) if a variation to the Goods which are to be supplied is requested; or (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or (c) where additional Services are required due to the discovery of hidden or unidentified difficulties (including, but not limited to, incorrect or inaccurate plans, specifications, measurements or dimensions supplied by the Client, limitations to accessing the site, obscured building defects, prerequisite work by any third party not being completed, lack of required utilities, remedial work required due to existing workmanship being of a poor quality or non-compliant to the building code (such as, pre-existing structural integrity with the supporting framework to the installation, etc.), prerequisite work by any third party not being completed, difficulties or matching colour, lead times for specifically coloured hardware, or hidden pipes and wiring in walls, etc.) which are only discovered on commencement of the Services; or (d) if the Supplier increases to the Supplier in the cost of labour or materials (including, but not limited to, overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond the Supplier's control.	11.	Risk
1.3	"Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.			11.1	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.
1.4	"Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when using the Supplier's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.	6.3	Variances will be charged on the basis of the Supplier's quotation, and will be detailed in writing, and shown as variations on the Supplier's invoice. The Client shall be required to respond to any variation submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier 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.	11.2	If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.
1.5	"Goods" means all Goods or Services supplied by the Supplier to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).	6.4	At the Supplier's sole discretion, a non-refundable deposit may be required upon placement of an order for Goods, in accordance with any quotation provided by the Supplier or as notified to the Client prior to the placement of an order for Goods.	11.3	If the Client requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.
1.6	"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).	6.5	Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date determined by the Supplier, which may be: (a) on delivery of the Goods; or (b) before delivery of the Goods; or (c) by way of instalments/progress payments in accordance with the Supplier's payment schedule; or (d) the date specified on any invoice or other form as being the date for payment; or (e) failing any notice to the contrary, the date which is fourteen (14) days following the date of any invoice given to the Client by the Supplier.	11.4	The Client warrants that the structure of the premises or equipment in or upon which the Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and the Supplier 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.
1.7	"Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between the Supplier and the Client in accordance with clause 6 below.			11.5	The Client agrees to erect and use the Goods in accordance with the instructions provided by the Supplier and to accept no responsibility for any directions or instructions displayed on or supplied with the Goods. The Supplier shall not be responsible for any loss or damage incurred as a result of any incorrect erection, misuse or negligence associated with the use of the Goods.
1.8	"Supplier" means Entrada Group Pty Ltd T/A Xtreme Products, its successors and assigns or any person acting on behalf of and with the authority of Entrada Group Pty Ltd T/A Xtreme Products.	6.6	Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and the Supplier.	11.6	The Client acknowledges and accepts that: (a) the Supplier's colour of the Goods is limited to those colours available from the Supplier's manufacturers/suppliers at the time of order placement; (b) the choice of colour is entirely the responsibility of the Client and as such commencement of manufacture of the Goods will not proceed without written confirmation of colour from the Supplier's current sales representative; and (c) Goods (including, but not limited to, paint, timber, granite, tiles and concrete) supplied may: (i) exhibit variations in shade, colour, texture, surface, finish, markings, veining, and may contain natural fissures, inclusions, lines, indentations and may fade or change colour over time. Whilst the Supplier will make every effort to match sales samples to the finished Goods, the Supplier accepts no liability whatsoever where such samples differ to the finished Goods supplied; (ii) expand, contract or distort as a result of exposure to heat, cold, weather. The Supplier will accept no responsibility for gaps that may appear during prolonged dry periods; (iii) mark or stain if exposed to certain substances; and (iv) be damaged or disfigured by impact or scratching.
2.	Acceptance	6.7	The Supplier may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Supplier, payment will be deemed to be allocated in such manner as preserves the maximum value of the Supplier's Purchase Money Security Interest (as defined in the PFSA) in the Goods.	11.7	The Client acknowledges and agrees that whilst the Supplier shall take all reasonable care during the performance of the Services, the Client agrees that the Supplier shall not be held liable for any loss, damages, or costs howsoever resulting from drilling or fixing the Goods into any masonry or rendered surfaces during the installation process unless due to the Supplier's negligence.
2.1	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.	6.8	The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice or any part of that invoice in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify the Supplier in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as the Supplier investigates the disputed claim, no credit shall be passed for return until the review is completed. Failure to make payment may result in the Supplier placing the Client's account into default and subject to default interest in accordance with clause 20.1.	11.8	The Client agrees to indemnify the Supplier from any loss or damage caused by any other tradesmen (including, but not limited to, incorrect or faulty installation carried out by any other third party) during and after the completion of the Services.
2.2	In the event of any inconsistency between 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 shall prevail.	6.9	Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set-off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	12.	Client's Responsibilities
2.3	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.			12.1	The Supplier is not responsible for the removal of rubbish (including, but not limited to, "old doors", asbestos) from the clean-up of the building/construction site/s. This is the responsibility of the Client or the Client's agent.
2.4	The Client acknowledges that the supply of Goods on credit shall not take effect until the Client has completed a credit application with the Supplier and it has been approved with a credit limit established for the account.			12.2	It is the Client's responsibility to: (a) ensure that the Supplier has clear and free access to the property at all times to enable them to effect Delivery and/or undertake the installation. The Supplier shall not be liable for any loss or damage to the property (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Supplier; and (b) fully disclose any information that may affect the Supplier's installation.
2.5	In the event that the supply of Goods requested exceeds the Client's credit limit and/or the account exceeds the payment terms, the Supplier reserves the right to refuse delivery of the Goods.			12.3	In event that adequate access is not made available in accordance with this clause, then the Supplier may (at its sole discretion) arrange for suitable access to be formed at the Client's cost or suspend Delivery until such time as adequate access is made available.
2.6	Any advice, recommendation, information or assistance provided by the Supplier 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 the Supplier's own knowledge and experience and shall be accepted without liability on the part of the Supplier. Where such advice or recommendations are not acted upon then the Supplier shall require the Client or their agent to authorise commencement of the Services in writing. The Supplier shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services. Accordingly, the Supplier offers no warranty in regard to the aforementioned.	7.	Provision of the Services	12.4	The Client agrees to: (a) supply temporary lighting, toilet, eating and first aid facilities at the site if required; (b) provide any and all electrical work required with the installation of the Goods. If the Client fails to adhere to the provisions of this clause and the responsibility is passed to the Supplier, all costs involved will be charged as an extra in accordance with clause 6.2; (c) remove from the work area any furniture, personal effects or other property likely to impede the Supplier in order to minimise the risk of injury or any possible damage; and (d) be present at the site when and as reasonably requested by the Supplier and its employees, contractors and/or agents.
2.7	The Client acknowledges and agrees that: (a) all literature, samples, specifications, submitted with this quotation is expressly illustrative and is by way of a general description of Goods only in accordance with prescribed industry standards. Any descriptions, dimensions or specifications contained in catalogues and other advertising material while being as accurate as possible but may not necessarily be identical with the Goods and Services the Supplier is to supply. The Supplier will not accept any liability to the Client that the quality of the Goods will comply with accepted industry standards; (b) at the time of quotation, the Supplier and the Client will agree which party will take responsibility to provide and have erected scaffolding to enable the Services to be undertaken (where in the Supplier's opinion it is deemed necessary). It is also agreed that all scaffolding erected will comply with industry safety standards and that any person erecting the scaffolding shall be suitably qualified to ensure its safe and proper erection and where necessary shall hold a current certificate of competency and/or be fully licensed. In the event the Client is responsibly and fails to provide the scaffolding and the responsibility then falls onto the Supplier, the costs associated will be added as an extra in accordance with clause 6.2; and (c) any keys the Supplier is to supply with the Goods will only be released to the Client once full payment has been received.	7.1	Subject to clause 7.2 it is the Supplier's responsibility to ensure that the Services start as soon as it is reasonably possible.		
		7.2	The Services' commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that the Supplier claims an extension of time (by any cause within the Client's control) where completion is delayed by an event beyond the Supplier'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 the Supplier that the site is ready.	12.5	Where the Supplier requires that Goods, tools etc. required for the Services be stored at the site, the Client shall supply the Supplier 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.
2.8	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 7 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.	7.3	Delivery of the Goods is taken to occur at the time that: (a) the Client or the Client's nominated carrier takes possession of the Goods at the Supplier's address; or (b) the Supplier (or the Supplier's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.		
3.	Errors and Omissions	7.4	The cost of Delivery will be payable by the Client in accordance with the quotation provided by the Supplier to the Client, or as otherwise notified to the Client prior to the placement of an order for Goods.	13.	Amenity Locations
3.1	The Client acknowledges and accepts that the Supplier 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 the Supplier in the formation and/or administration of this Contract; and/or (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Supplier in respect of the Services.	7.5	The Supplier may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	13.1	Prior to the Supplier commencing any work or effecting Delivery, the Client must advise the Supplier of the precise location of all amenity locations on the site and clearly mark the same. The mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the site.
3.2	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 limitation, 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 the Supplier 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. The Supplier is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.	7.6	The Client must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery.	13.2	Whilst the Supplier will take all care to avoid damage to any amenity locations the Client agrees to indemnify the Supplier in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 13.1.
4.	Change in Control	7.7	Any time specified by the Supplier for Delivery of the Goods is an estimate only and the Supplier 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 the Supplier is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage.	14.	Compliance with Laws
4.1	The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change of trustees, or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.	8.	Telephone Orders	14.1	The Client and the Supplier shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods/Services.
5.	Credit Card Information	8.1	The quantities, details and amounts as recorded by the Supplier when taking a telephone order shall prevail in the event that there is any alleged discrepancy reported by the Client.	14.2	The Client shall obtain (at the expense of the Client) all necessary licences and approvals (including building and/or development permits), and associated insurances and fees, that may be required by any public authority. The Client agrees that the site will comply with any work health and safety (WHS) laws relating to building/construction sites and any other relevant safety standards or legislation.
5.1	The Supplier will: (a) keep the Client's personal details, including credit card details for only as long as is deemed necessary by the Supplier; (b) not disclose the Client's credit card details to any third party; and (c) not unnecessarily disclose any of the Client's personal information, except in accordance with the Privacy Act (clause 22) or where required by law.	9.	Accuracy of Client's Plan, Measurements and Specifications	14.3	Where applicable, all work will be tested to ensure that it is electrically safe and is in accordance with the wiring rules and other standards applying to the electrical installation under the Electrical Safety Regulations. All of the cabling work will comply with all relevant Australian and New Zealand Wiring standards.
5.2	The Client expressly agrees that, if pursuant to this Contract, there are any unpaid charges, other amounts due and outstanding by the Client, the Supplier is entitled to immediately charge the Client's nominated credit card for these amounts, and is irrevocably authorised to complete any documentation and take any action to recover from the credit card issuer any and all amounts which may be due by the Client pursuant to the terms of this Contract.	9.1	The Client acknowledges and accepts that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in the Supplier's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such data, constitutes a sale by description, and does not form part of the Contract, unless expressly stated as such in writing by the Supplier.	14.4	
		9.2	The Supplier shall be entitled to rely on the accuracy of any designs, specifications, measurements and other information provided (including any Computer Aided Design ("CAD") by the Client. The Client acknowledges and agrees that in the event that any of the information provided by the Client is inaccurate, the Supplier accepts no responsibility for any loss, damages, or costs howsoever resulting from these inaccurate designs, specifications, measurements or other information.	15.	Title
		9.3	Where additional fixings are required other than what is supplied by the Supplier, the Client shall be charged accordingly.	15.1	The Supplier and the Client agree that ownership of the Goods shall not pass until: (a) the Client has paid the Supplier all amounts owing to the Supplier; and (b) the Client has met all of its other obligations to the Supplier.
		9.4	In the event the Client gives information relating to measurements and quantities of Goods required in completing the Services, it is the Client's responsibility to verify the accuracy of the measurements and quantities, before the Client or the Supplier places an order based on these measurements and quantities. The Supplier accepts no responsibility for any loss, damages, or costs howsoever resulting from the Client's failure to comply with this clause.	15.2	Receipt by the Supplier 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.
				15.3	It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 15.1: (a) the Client is only a bailee of the Goods and must return the Goods to the Supplier on request; (b) the Client holds the benefit of the Client's insurance of the Goods on trust for the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed; (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of

Entrada Group Pty Ltd T/A Xtreme Products – Terms & Conditions of Trade

		the Goods then the Client must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand;	18.11	Subject to clause 18.1, customised, or non-stocklist items or Goods made or ordered to the Client's specifications are not acceptable for credit or return.		(d) enabling the collection of amounts outstanding in relation to the Goods.
	(d)	the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs;	19.1	Intellectual Property Where the Supplier has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Supplier. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Supplier.	22.7	The Supplier may give information about the Client to a CRB for the following purposes: (a) to obtain a consumer credit report;
	(e)	the Client irrevocably authorises the Supplier to enter any premises where the Supplier believes the Goods are kept and recover possession of the Goods;	19.2	The Client warrants that all designs, specifications, or instructions given to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Supplier against any action taken by a third party in respect of any infringement of such intellectual property.	22.8	(b) allow the CRB to create or maintain a credit information file about the Client including credit history.
	(f)	the Supplier may recover possession of any Goods in transit whether or not delivery has occurred;	19.3	The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.		(c) Personal Information as outlined in 22.4 above;
	(g)	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 the Supplier; and				(d) name of the credit provider and that the Supplier is a current credit provider to the Client;
	(h)	the Supplier may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.	20.1	Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes the Supplier any money, the Client shall indemnify the Supplier from and against all costs and disbursements: (a) incurred; and/or (b) which would be incurred and/or (c) for which by the Client would be liable;		(e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
16.		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 interest in all Goods that have previously been supplied and that will be supplied in the future by the Supplier to the Client, and the proceeds from such Goods.	20.2	in regard to legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under these terms and conditions, internal administration fees, the Supplier's Contract fees owing for breach of these terms and conditions, including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees.	22.9	(f) advice of consumer credit defaults (provided the Supplier is a member of an approved OAIC External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notices for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Supplier has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
16.1		The Client undertakes to: (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Supplier 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 16.3(a)(i) or 16.3(a)(ii);	20.3	Further to any other rights or remedies the Supplier may have under this Contract, if a Client has made payment to the Supplier, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Supplier under this clause 20 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.	22.10	(g) the Client's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provision of the Building and Construction Industry Security of Payments Act 2009 may apply.
16.2		(b) indemnify, upon demand reimburse, the Supplier for all expenses incurred in exercising a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;	20.4	Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable if: (a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to make a payment when it falls due; (b) the Client has exceeded any applicable credit limit provided by the Supplier;	22.11	(h) that the Supplier does not disclose any Personal Information about the Client for the purpose of direct marketing.
16.3		(c) not register a financing change statement in respect of a security interest without the prior written consent of the Supplier;		(c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.		The Supplier will destroy Personal Information upon the Client's request (by e-mail) if it is no longer required, unless it is required to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
16.4		(d) not register, 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 the Supplier;				The Client can make a privacy complaint by contacting the Supplier via e-mail. The Supplier 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 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.oaic.gov.au .
16.5		(e) immediately advise the Supplier of any material change in its business practices of selling the Goods which would result in a change in proceeds derived from such sales;	21.1	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.	23.1	
16.6		The Supplier and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.	21.2	If the Supplier, due to reasons beyond the Supplier's reasonable control, is unable to deliver any Goods and/or Services to the Client, the Supplier may cancel any Contract to which these terms and conditions apply or cancel Delivery of Goods and/or Services at any time before the Goods and/or Services are delivered by giving written notice to the Client. On giving such notice the Supplier shall repay to the Client any money paid by the Client for the Goods and/or Services. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.	23.2	Building and Construction Industry Security of Payments Act 2009 At the Supplier's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provision of the Building and Construction Industry Security of Payments Act 2009 may apply.
16.7		The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(j) and 132(4) of the PPSA;			24.1	Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 2009 of Tasmania, except to the extent permitted by the Act where applicable.
16.8		The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.	21.3	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 21.3, the Client will not be liable for the payment of any costs of the Supplier, except where a deposit is payable in accordance with clause 6.4. Failure by the Client to otherwise accept Delivery of the Goods and/or Services shall place the Client in breach of this Contract.	24.2	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;
16.9		Unless otherwise agreed to in writing by the Supplier, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.	21.4	The Client acknowledges its 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.	25.1	(c) by sending it by registered post to the address of the other party as stated in this Contract;
17.		Security and Charge In consideration of the Supplier agreeing to supply the Goods and/or provide its Services, the Client grants the Supplier a security interest by way of a floating charge (registerable by the Supplier 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 in 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 and/or permit the Supplier to appoint a receiver to the Client in accordance with the Corporations Act 2001 (Cth).	22.1	Privacy Policy All emails, documents, images, or other recorded information held or used by the Supplier is Personal Information, as defined and referred to in clause 22.4, and therefore considered Confidential Information. The Supplier acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). The Supplier acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by the Supplier that may result in serious harm to the Client, the Supplier will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.	25.1	(d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
17.1		The Client indemnifies the Supplier from and against all the Supplier's costs and disbursements involving legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.	22.2	Notwithstanding clause 22.1, privacy limitations will extend to the Supplier in respect of the Cookies where the Client utilises the Supplier's website to make enquiries. The Supplier agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's: (a) IP address, browser, email client type and other similar details; (b) tracking website usage and traffic; and (c) reports are available to the Supplier when the Supplier sends an email to the Client, so the Supplier may collect and review that information (collectively Personal Information)	26.1	(e) if sent by email to the other party's last known email address.
17.2		In the event that the Client defaults or breaches any term of this Contract and as a result, the security provided in clauses 15.1, 16.2 and 17.1 is applicable, is deemed insufficient by the Supplier to secure the repayment of monies owed by the Client to the Supplier, the Client hereby grants the Supplier a security interest as at the date of the default, by way of a charge, that enables the right and entitlement to take a caveat over any real property and/or land owned by the Client now, 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).	22.3	If the Client consents to the Supplier's use of Cookies on the Supplier's website and later wishes to withdraw that consent, the Client may manage and control the Supplier's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site. The Client agrees for the Supplier to obtain from a credit reporting body (CRB) a value of the report containing personal credit information (e.g. name, address, D.O.B., occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by the Supplier.	26.2	(f) 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.
17.3		Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Supplier's liability in respect of these warranties is limited to the fullest extent permitted by law.	22.4	The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with 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.	26.3	(g) the Client's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provision of the Building and Construction Industry Security of Payments Act 2009 may apply.
18.		Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA) The Client must inspect the Goods on Delivery and must within seven (7) days of Delivery notify the Supplier in writing of any evident defect/damage, shortage in quantity or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Supplier to inspect the Goods.	22.5	The Client consents to the Supplier being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit.	26.4	(h) that the Supplier does not disclose any Personal Information about the Client for the purpose of direct marketing.
18.1		Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions ("Non-Excluded Guarantees").	22.6	The Client agrees that personal credit information provided may be used and retained by the Supplier 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	26.5	(i) the removal, replacement or retirement of the Client as trustee of the Trust;
18.2		The Supplier acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.			26.6	(ii) any alteration to or variation of the terms of the Trust;
18.3		Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Supplier's liability in respect of these warranties is limited to the fullest extent permitted by law.			26.7	(iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust fund or trust property.
18.4		If the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule 2.			26.8	General The failure by either party to enforce any provision of these terms and conditions shall not constitute a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, that provision shall be severed from this Contract, and the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
18.5		If the Supplier is required to replace the Goods under this clause or the CCA, but is unable to do so, the Supplier may refund any money the Client has paid for the Goods.			26.9	The Supplier may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent provided the assignment does not cause detriment to the Client.
18.6		If the Client is not a consumer within the meaning of the CCA, the Supplier'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 the Supplier at the Supplier's sole discretion; (b) limited to any warranty to which the Supplier is entitled, if the Supplier did not manufacture the Goods; (c) otherwise negated absolutely.			26.10	The Client cannot licence or assign without the written approval of the Supplier.
18.7		Subject to this clause 18, returns will only be accepted provided that: (a) the Client has complied with the provisions of clause 18.1; and (b) the Supplier has agreed that the Goods are defective; and (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.				The Supplier may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of the Supplier's sub-contractors without the authority of the Supplier.
18.8		Notwithstanding clauses 18.1 to 18.8 but subject to the CCA, the Supplier 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 failing to properly maintain or store any Goods; (b) the Client using the Goods for any purpose other than that for which they were designed; (c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;				The Client agrees that the Supplier may amend their general terms and conditions for subsequent future Contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for the Supplier to provide Goods to the Client.
18.9		(d) the Client failing to follow any instructions or guidelines provided by the Supplier; (e) fair wear and tear, any accident, or act of God.				Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global events or the implementation of regulation, directly issued, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc. ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Client to make a payment to the Supplier, once the parties agree that the Force Majeure event has occurred.
18.10		Notwithstanding anything contained in this clause if the Supplier is required by a law to accept a return, then the Supplier will only accept a return on the conditions imposed by that law.				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 them.