

LiftRite Hire & Sales ABN 52 009 063 003 PO Box 1362, Canning Vale DC WA 6970

Ph: (08) 9246 6200

Email: accounts@liftrite.com.au - Web: www.liftrite.com.au

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete and return all sections and read the Terms and Conditions of Trade overleaf or attached.

| Client's Details: ☐ Indiv | ridual 🔲 Sole Tra | ader 🗆 Trust | ☐ Partnership ☐ Comp | any 🗆 | Other: | | |
|---|---|--|----------------------------------|------------------------------------|-------------------------------|---|--|
| Entity Name: | | | | | | | |
| Trading Name (if different fr | om above): | | | | <u>_</u> _ | | |
| Physical Address: | | | | State: | | Postcode: | |
| Billing Address: | | | | State: | | Postcode: | |
| Email Address: | | | | | | | |
| Phone No: | | Fax No: | | Mob | ile No: | | |
| Personal Details: (please co | omplete if you are an | Individual) | | | | | |
| D.O.B. | | | Driver's Licence N | 0: | | | |
| Business Details: (please of | omplete if you are a S | Sole Trader, Trus | t, Partnership, Company or Other | – as specif | ied) | | |
| BN: ACN: | | | | Date Established (current owners): | | | |
| Nature of Business: | <u>.</u> | | | • | | | |
| Paid Up Capital: \$ | | Estimated Mo | onthly Purchases: \$ | Cred | dit Limit Requested: \$ | | |
| Principal Place of Business | is: ☐ Rented ☐ | Owned \square Mo | ortgaged (to whom): | • | | | |
| Directors / Owners / Trustee | e (if more than two, pl | ease attach a se _l | parate sheet) | | | | |
| (1) Full Name: | | | | | D.O.B. | | |
| Private Address: | | | | State: | | Postcode: | |
| Driver's Licence No: Phone No: | | | | | Mobile No: | | |
| (2) Full Name: | | | | D.O.B. | | | |
| Private Address: | | | | | | Postcode: | |
| Driver's Licence No: Phone No: | | | | | Mobile No: | | |
| Account Terms: 30 Day | s from end of mont | h | | | | | |
| Purchase Order Required? | ☐ YES | □ NO | | | | | |
| Accounts Email Address: | | | | | | | |
| Accounts Contact: Phone No: | | | | | | | |
| Trade References: (please | provide companies th | at are willing to a | o trade references) | | | | |
| Name: | | | Address: | Phone / Fax / Email: | | | |
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| (overleaf or attached) of Marpoll F these conditions. I authorise the us of the Client I shall be personally SIGNED (CLIENT): | ty Ltd T/A Liftrite Hire 8 se of my personal inform I liable for the perform | Sales which form ation as detailed in ance of the Client | Name: | in conjunctio | on with this Credit Account A | oplication and agree to be bound by wining at least 15% of the shares | |
| Signed: | | | Name & Date | | | | |
| | | | Traine & Date. | | | | |
| Account / Ref. No. | CREDIT | JIMIT | APPROVED BY | | DATA INPUTTED | DATE | |
| | \$ | | | | | 1 1 | |

Personal / Directors Guarantee and Indemnity

IN CONSIDERATION of Marpoll Pty Ltd T/A LiftRite Hire & Sales and its successors and assigns ("the Owner") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Client")

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

- 1. **GUARANTEE** the due and punctual payment to the Owner of all moneys which are now owing to the Owner by the Client and all further sums of money from time to time owing to the Owner by the Client in respect of goods and services supplied or to be supplied by the Owner to the Client or any other liability of the Client to the Owner, and the due observance and performance by the Client of all its obligations contained or implied in any contract with the Owner. If for any reason the Client does not pay any amount owing to the Owner the Guarantor will immediately on demand pay the relevant amount to the Owner.
- 2. **HOLD HARMLESS AND INDEMNIFY** the Owner on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees (as defined hereunder in paragraph (b) hereof)) incurred by or assessed against the Owner in connection with:
 - (a) the supply of goods and/or services to the Client; or
 - (b) the recovery of moneys owing to the Owner by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to the Owner's nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
 - (c) moneys paid by the Owner with the Client's consent in settlement of a dispute that arises or results from a dispute between, the Owner, the Client, and a third party or any combination thereof, over the supply of goods and/or services by the Owner to the Client.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 3. 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 the whole of moneys owing to the Owner by the Client and all obligations herein have been fully paid satisfied and performed.
- 4. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Owner's part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client's obligations to the Owner, each Guarantor shall be a principal debtor and liable to the Owner accordingly.
- 5. If any payment received or recovered by the Owner is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Owner shall each be restored to the position in which they would have been had no such payment been made.
- 6. This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
- 7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- 8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to the Owner.
- 9. I/we irrevocably authorise the Owner to obtain from any person or company any information which the Owner may require for credit reference purposes. I/We further irrevocably authorise the Owner to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Owner as a result of this Guarantee and Indemnity being actioned by the Owner.
- 10. The above information is to be used by the Owner for all purposes in connection with the Owner considering this Guarantee and Indemnity and the subsequent enforcement of the same.

| GUARANTOR-1 SIGNED: | | | |
|-------------------------|--------|-------------|--|
| FULL NAME: | | | |
| PRESENT ADDRESS: | | | |
| SIGNATURE OF WITNESS: | | | |
| NAME OF WITNESS: | | OCCUPATION: | |
| | | | |
| | day of | 20 | |
| GUARANTOR-2 SIGNED: | | | |
| FULL NAME: | | | |
| PRESENT ADDRESS: | | | |
| SIGNATURE OF WITNESS: | | | |
| NAME OF WITNESS: | | OCCUPATION: | |
| PRESENT ADDRESS: | | | |
| VECLITED as a Dood this | | | |

Note: 1. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

2. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member.

Liftrite Hire & Sales - Terms & Conditions of Trade

Definitions

Supplier means Marpoll Pty Ltd 1/a Liftrite Hire & Sales, its successors and assigns or any person acting on behalf of and with the authority of Marpoll Pty Ltd 1/a Liftrite Hire & Sales.

Client' means the personis or any person acting on behalf of and (a) with the authority of the Client requesting the Supplier to provide the Services as specified in any proposal, quotation, order, invoice or (i) other rhornmentation, and: The Client is not authorised to pledge the Supplier's credit for repairs to the Goods or to create a lien over the Goods in respect of any repairs. Where is this an agreement for the purchase of the Goods: The Supplier and the Client agree that ownership of the Goods shall 1.2 not pass until: the Client has paid the Supplier all amounts owing to the Supplier enries as specified in any proposal, quotation, order, invoice or () here documented in any proposal, quotation, order, invoice or () there is more than one Client, is a reference to each Client jointly (ii) do severally, and do severally, and the Client is a part of a Trust, shall be bound in their capacity as a stee, and and Jenes has peel at le Supplier an amounts owing to the Supplier, and the Client has met all of its other obligations to the Supplier Seceipt 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. It is further agreed that; until ownership of the Goods passes to the Client in accordance with cause (a) that the Client is only a ballee of the Goods and must 12.3 return the Goods to the Supplier on request. It is truther agreed that the Supplier on request. It is truther agreed that the Supplier on request. It is the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or (as) (b) nd the Client's executors, administrators, successors and (i) (c) permitted assigns.

Goods' means all Goods (for purchase or hire) and/or Services supplied by the Supplier to the Client at the Client's request from time to time; and 1.3 supplied by the Supplier to the Client at the Clients request from time to time, and condition of the hird Good (iii) interest any even down dismantling and transport of the hird Good (iii) individually supplied to the Client, ditter separately or deposited incidentally by the Supplier to the Client, ditter separately or deposited incidentally by the Supplier in the course of it conducting, or (iv) supplying to the Client, the Goods and where the context so permits the terms (Goods' or Services' shall be interchangaelise for the other. "Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other described on the invoices, quotation, authority to hire, or any other (iv) "Priod means the Price payable (plus any GST where applicable) for the Goods as agreed between the Supplier and the Client in accordance with clause 5 below. "CST means Goods and Services Tax (GST) as defined within the trust for me supperer and must be Goods being lost, damaged or (a) of the Goods being lost, damaged or (a) of the Goods for the Goods for the Goods of the than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of (b) the Goods then the Client must hold the proceeds of any such ad on text for the Supplier and must pay or deliver the proceeds to the (c) (b) 1.4 fillst for the supplier and must per or center as process to the Supplier on demand. The Client should not convert or process the Goods or intermit, them with other goods but if the Client does so then the Client holds he (d) resulting product on trust for the benefit of the Supplier and must self, dispose of or return the resulting product to the Supplier as it so 1.5 sell, disjose of or return the resulting product to the Supplier as it so directs.

13. the Client invocably authorises the Supplier to enter any premises 13.1 where the Supplier believes the Goods are kept and recover possession of the Goods.

15. The Supplier believes the Goods are kept and recover possession of the Goods.

16. Supplier may recover possession of any Goods in transit whether or not delivery has occurred. The supplier the client stall not charge or grain any interest in the Goods while they remain the property of the Supplier they remain the property of the Supplier they remain the property of the Supplier as the Goods while they remain the property of the Supplier as the Supp 1.6 means Goods and Services Tax (GST) as defined within the w Tax System (Goods and Services Tax) Act 1999" (Cth). ceptance e Client is taken to have exclusively accepted and is immediately und, jointly and severally, by these terms and conditions if the (vii) ent places an order for or accepts Delivery of the Goods and/or (viii). **2.** 2.1 Client places an order for un december of the control of the contr 2.2 In the county cases in a county interest has the mean the county cases in anoung statement, financing change statement, the county cases in a county case in a nor and Omissions

Client acknowledges and accepts that the Supplier shall, without (a) judice, accept no liability in respect of any alleged or actual 3. 3.1 In the client activities and accept in a respect of any alleged or actual prejudice, accept no liability in respect of any alleged or actual resulting from an inadvertent mistake made by the Supplier in the formation and/or administration of this contract, and/or contained in/omitted from any literature (larged copy and/or electronic) 8.2 supplied by the Supplier in the Supplier in the Supplier in the Supplier and and or Services. (a) In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or within misconduct of the Supplier, the Client shall not be entitled to treat (f) this contract as repudiated nor render it invalid.

Charge in control.

Charge in control of the Supplier not less than fourteen (14) days (ii) prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but (iii) not limited to, changes in the Client's ame, address, contact prior or fax numberis, change of frustees or business practice). The Client (b) shall be liable for any loss incurred by the Supplier as a result of the Client's allure to comply with this clause. (a) (b) 3.2 register any other document required to be registered by the PPSA; and effect in a statement referred to in clause 8.2(a)(i) or (a) 8.2(a)(ii); and upon demand reimburse, the Supplier for all (c) expenses incurred in registering a financing statement or financing indemnity, and upon demand reimburse, the Supplier for all (c) expenses incurred in registering a financing statement or financing clauses and the statement of financing clauses incurred in registering a financing statement or financing clauses and the statement of financing clauses and the statement in respect of a security interest without the prior written consent of the Supplier, or or register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a 14.4 third party without the prior written consent of the Supplier, or the statement of the supplier of the statement of the statement of the supplier of the supplier of the statement of the supplier of the Register; register any other document required to be registered by the PPSA; or tax numbers, canned or flustees or ousness practice). The client (o) splat be label for any loss incurred by the Supplier as a result of the Price and Payment.

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

At the Supplier's sole discretion the Price shall be either; as indicated on any invoice provided by the Supplier to the Client; or client or the Supplier's gouded price (subject to clause 5.2) which will be valid (of for the period stated in the quotation or otherwise for a period of thirty, (30) days.

The supplier for supplier to the Codes which is to be supplied is requested; or a period of the supplier of the Codes which is to be supplied is requested; or if a variation to the Seyroices originally scheduled (including any applicable plans or specifications) is requested, or if a variation to the Seyroices originally scheduled under the Codes which is to be supplied is requested, or applicable plans or specifications) is requested, but not limited to, poor weather conditions, limitations to accessing the site, availability of 8.4 machinery, safety considerations, prerequisite work by any third commencement of the Services; in the event of increases to the Supplier in the cost of labour or 8.6 materials, or fluctuations in currency exchange rates, which are beyond the Supplier's control. Variations will be charged for on the basis of the Supplier's 8.7 quotation, and will be defailed in writing, and shown as variations on the price and proper to the supplier of the Supplier's sole discretion, a deposit may be required.

Failure to do so will entitle the Supplier to add the cost of the variations to the Price. Payment for all variations must be made in full at the time of their completion. At the Supplier's sole discretion, a deposit may be required.

Time for payment for the Goods being of the essence, the Price will be payable by the Client on the dates determined by the Supplier, on Delivery. (d) 5.3 5.4 5.5 on Delivery; before Delivery; by way of instalments in accordance with the Supplier's payment 9.2 before Delivery.

year of instalments in accordance with the Supplier's payment 9.2 schedule;
schedule;
schedule;
year of instalments in accordance with the Supplier's payment 9.2 schedule;
schedule;
year of the schedule (d) solicitor and own client uses incurred in a comment of the figure in the client in the (e) (f) behalf:
Defects, Warranties and Returns, Competition and Consumer (a)
Act 2010 (CCA)
The Client must inspect the Goods on Delivery and must within,
either seven (7) days, (for purchased Goods) or forty-eight (48) (b) 5.6 Defects, Warranties and Returns, Competition and Consumer (a) Act 2010 (CCA)
The Client must inspect the Goods on Delivery and must within, either seven (7) days, (for purchased Goods) or forty-eith (48) (b) hours (for hired Goods) notify the Supplier in writing of any evident defect/damage, shortage in quantity, or failure to comply with the 14.8 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. Under applicable State, Territory and Commonwealth (michuding, without limitation the CCA), certain statutory implied guarantees and warrantees (michuding, without limitation the CCA). The Supplier acknowledges that nothing in these terms and conditions (Mon-Excluded Guarantees).

The Supplier acknowledges that nothing in these terms and conditions uponts to modify or exclude the Non-Excluded 15. Guarantees. ther Files, in acquired his death and addition to the Price except where they are 10.3 expressly adduced in the Price.

Delivery of the Goods ("Delivery") is taken to occur at the time that the Client or the Client's nominated carrier takes possession of the Goods at the Supplier's address; or when the Goods leave the Supplier's nominated carrier takes possession of the Goods at the Supplier's address; or when the Goods leave the Supplier's nominated carrier.

At the Supplier address to the Supplier's nominated carrier.

At the Supplier and be discretion, the cost of Delivery is either at the Supplier and conditions.

The Supplier may deliver the Goods in separate instalments. Each separate instalments and be invoiced and paid in accordance with the provisions in these terms and conditions.

Any time specified by the Supplier of delivery of the Goods is a separate instalment. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

Any time specified by the Supplier of delivery of the Goods is an estimate only and the Supplier will not be liable for any loss or damage incurred by the Client as a result of delivery being late. 10.7 houses from parties agree that they shall make every endeavour to inaction of the Client, then the Supplier shall be entitled to charge a (b) arranged between both parties. In the event that the Supplier is unable to (la carranged between both parties. In the event that the Supplier is unable to (la carranged between both parties. In the supplier shall be entitled to charge a (b) arranged between both parties. In the supplier is unable to (la carranged between both parties. In the supplier shall be entitled to charge a (b) arranged between both parties. In the supplier is unable to (la carranged between both parties. In the event that the Supplier is unable to (la carranged between both parties. In the supplier shall be entitled to charge a (b) arranged between both parties. In the supplier shall be entitled to charge a (b) conditions purports to moothy or excuue the reun-concerns of Guarantees.

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 subability of the a limited to the quality or subability of the according interest of the consumer within the meaning of the CCA, the Supplier's lability is limited to the vector permitted by section 64A of 5.1 the Supplier is required to replace the Goods under this clause or if the Supplier is required to replace the Goods under this clause or if the Supplier is required to replace the Goods under this clause or if (b) 6.2 6.3 Schedule 2. 15.2

The Supplier is required to replace the Goods under this clause or the C.C.A but is unable to do so, the Supplier may refund any money the Client has paid for the Goods. If the Client is not a consumer within the meaning of the CCA. the 15. If the Client is not a consumer within the meaning of the CCA, the 15. If the Client is not a consumer within the Goods is Couplier's lability for any detector damage in the Goods is Couplier's consumer within the Cook of the Client by the Supplier at the Supplier's sole (b) discretion; limited to the value of any express Warranty or warranty card (a) provided to the Client by the Supplier at the Supplier's sole by discretion; limited to any warranty to which the Supplier is entitled, if the (c) Supplier did not manufacture the Goods; (d) Supplier did not manufacture the Goods; Client as complied with the provisions of clause 10.1; and the Goods are defective, and the Goods are returned within a reasonable time at the Client's cost 16.2 (if that cost is not significant), and the Goods are defective, and the Goods are returned within a reasonable time at the Client's cost 16.2 (if that cost is not significant), allowed a condition to that in which they were delivered as is possible. Not supplier shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of Coods; the Client failing to properly maintain or store the Goods. The Client failing to properly maintain or store the Goods. The Client continuing the use of the Goods after any defect became (b) apparent or should have become apparent to a reasonably prudent operator or user. Supplier hafmless from any claim from any third party."

(d)

Title

Where this is a hire agreement:

Where this is a hire agreement:

Where this is a hire agreement:

Where the Goods is and will at all times remain the absolute property of the

Supplier, however the Client accepts full responsibility for.

Of the safekeeping of the Goods and indemnifies the Supplier for all (a)

with the minding the generality of the foregoing wideline or and the such loss, thet, or damage is attributable to any negligence, (c)

failure, or omission of the Client, and

(i) shall keep the Supplier indemnified against all liability in respect

of all actions, proceedings, claims, damages, costs and (d)

expenses in respect of any injury to persons, engagene, to 1:0

failure or omission of the Client or any other persons.

Furthermore, the Client will insure, or self-insure, the Supplier's

further foods against physical loss or damage including the further substitute of the codes against physical loss or damage indusing the thin of the response of the Client or any other persons.

Furthermore, the Client will insure, or self-insure, the Supplier's

further the Client will not use the Goods for permit it to be 11.2

claims ascal a manner as would permit an insurer to decime any

claim. apparent or should have become apparent to a reasonably prudent observator or user;
the Client failing to follow any instructions or guidelines provided by the Supplier.

If we was a factor of the Client and the Clie claim. If the Client fails to return the Goods to the Supplier then the Supplier or the Supplier's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Goods is situated and take 11.3 possession of the Goods, without being responsible for any damage.

designs, drawings or Goods which the Supplier has created for the Default and Consequences of Default Interest on overdue invoices shall acroue daily from the date when Interest on overdue invoices shall acroue daily from the date when 18.3 and a half percent (2.5%) per calendar month (and at the Supplier's sple 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 incurred by the Supplier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client 18.4 basis, the Supplier's collection' agency costs, and bank dishonour 18.5 Default and Consequences of Default fees). 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 18.6 Client which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately createber. payable if: any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to make a payment when if the Client has exceeded any applicable credit limit provided by the It lans use,
the Client has exceeded any applicable creat that product the Client has exceeded any applicable creat that product the Client becomes insolvent, convenes a meeting with its creditors or progression or progression of the product of product that the client of progression of the the product of the client of the the product of the client or any asset of the Client.

Secondarian Client. Cancellation
Without prejudice to any other remedies the Supplier may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Supplier may suspend or terminate the supply of Goods to the Client. The 191 Supplier will not be listle be the Client for any loss or damage the Supplier has exercised its rights under this classes. Displayed the street of the Suppler has exercised its rights under this clause. The Supplier may cancel any contract to which these terms and conditions apply or cancel Delivery at any time before the Goods and ellevered by giving written notice to the Client. On giving such notice the Supplier shall repay to the Client any money paid by the Client of the Supplier shall repay to the Client any money paid by the Client of the Supplier shall repay to the Client any money paid by the Client of the Supplier shall repay to the Client and the supplier shall be supplier to an direct result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once 19.5 production has gommenced, or an order has been placed.

The Client agrees for the Supplier to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by the Supplier. creat history) about the Client in relation to credit provided by the 19,6 supplier. The Client agrees that the Supplier may exchange information about (a) the Client with those credit providers and with related body corporates for the following purposes: to assess an application by the Client; and/or to notify other credit providers of a default by the Client; and/or to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit (c) providers; and of the control of this credit account, where the Client is in detault with other credit (providers; and/or to assess the credit worthiness of the Client including the Client's (d) repayment history in the preceding two years repayment history in the preceding two years repayment history in the preceding two years (provider and years). The Client agreed to collect overdue payment on commercial credit. The Client agrees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other agreed proyes or required by): the provision of Goods; and/or analysing, weritying, and/or clientified in the Client's credit, payment (f) processing of any payment instructions, direct debit facilities and/or (g) resident and the Client's and/or consideration the Client and/or. and/or status in relation to the provision of u-oods; and/or processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or enabling the collection of amounts outstanding in relation to the Cheff (acures requested by the views, crists and in relation to the enabling the collection of amounts outstanding in relation to the him of the Supplier may give information about the Client to a CRB for the following purposes:

to obtain a consumer credit report, and the Client including credit history. The information given to the CRB may include: personal information as outlined in 14.1 above; personal information as outlined in 14.1 above; and information as outlined in 14.1 above; which is the client of the Client, whether the credit provider and that the Supplier is a current credit provider and that the Supplier is a (k). name of the credit provider and that the Supplier is a current credit "provider to the Client; whether the credit provider is a licensee; whether the credit provider is a licensee; whether the credit provider is a licensee; whether the credit account of the credit accounts, loan repayments or outstanding monies which are overdue by more than 19; saxly (60) days and for which written notice for request of payment (a) has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and a surrounding that dischargele, oldes of payments and all details (b) surrounding that dischargele, oldes of payments, and all details (b); information that, in the opinion of the Supplier, the Client has committed a serious credit infringement; advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty the Client retained by the Suroller (d). Supplier: a copy of the information about the Client retained by the Supplier (d) and the right to request that the Supplier correct any incorrect a doy of the information about the Client retained by the Supplier (or and the right to request that the Supplier correct any incorrect information; and the right to request that the Supplier correct any incorrect information; and the Supplier does not disclose any personal information about the Client for the purpose of direct marketing.

The Supplier will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in (f) order a fault in the collegations of this agreement or are required to be correct to the complex of the supplier of the complex of the control of the Taving bear obtained against the Cheris.

Service of Notices.

Any written notice given under this contract shall be deemed to have the cherist 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 ding it by registered post to the address of the other party as 19.11 in this contract: f 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; 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, 20.1 unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered. uniess the cultivary is source of the control of th Suffer to happen (a).

The removal, replacement or remember.

the Trust,

any alteration to or variation of the terms of the Trust,

any advancement or distribution of capital of the Trust, or

anv resettlement of the trust property.

These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia. The state in which the Supplier has its principal place of business, and are subject to the jurisdiction of the courts in that state. Subject to the jurisdiction of the courts in that state. Subject to tause 10, the Supplier shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profil) suffered by the Client arising and/or expense (including loss of profil) suffered by the Client arising by the Supplier's that the subject is lability shall be limited to damages which under ocircumstances shall exceed the Price). 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. The Supplier may elect to subcontract out any part of the Service that only the subject is subject to the supplier shall not be relieved from any liability or obligation under the south and or be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they fave no authority to give any instruction to any of the Supplier is subcontractors without the authority of the The Client agrees that the Supplier may enden these terms and but shall not be televee internative the control of the state of the control of the state of the control of the state of the state of the control of the state of the control of the state of the state of the control of the co satisfy itself at commencement that the Goods is suitable for its purposes; operate the Goods safely, strictly in accordance with any manufacturer's operative the good of the same of the Goods:

Goods are not be entired to the Goods including but without the formation altering make any additions to, detacing or erasing any interthing mark gleater rumes or in the Goods or in any other manner interfere with the Goods.

Goods or any part thereof to be used by any other party for any other work: other work; not exceed the recommended or legal load and capacity limits of the Goods; Goods; not use or carry any illegal, prohibited or dangerous substance in or the Goods; not of the Goods; not of the Goods; not fix any of the Goods in such a manner as to make it legally a fixture forming part of any freehold; immediately on request by the Supplier, the Client will pay: the new list price of any Goods, accessories or consumables that are for whatever reason destroyed, written off or not returned to the Supplier; Supplier, dever least on dearing the Goods; all costs for quarter of the dearing the Goods; all costs of repairing any damage caused by:

(i) the ordinary use of the Goods up to an amount equal to ten percent (10%) of the new lest price of the Goods; the control of the Coods; and the Coods are percent (10%) and the coods of the Coods; and the Coods of th (ii) willul or negligent actions of the Client or the Client's employees; will vandisin, or (in the Supplier is reasonable opinion) in any way whatsoever other than by the ordinary use of the Goods by the any costs incurred by the Supplier in dismantling the Goods and returning it to the Supplier's premises if the Client does not return the Goods to the Supplier premises or any pre-agreed pickup location when it was originally agreed that the Client does not return the Goods to the Supplier would have otherwise been entitled to any insurance excess payable in relation to any damage caused by, or to, the hire Coods whilst the same is hired by the Client and irrespective of whether charged by the Client is insurers or the Supplier in the Supplier and the Client of the Supplier may terminate the hire contract, without being liable for whether charged by the Client is insurers or the Supplier and the Client that it is to observe or perform any condition in this, or any off the Client side states that the Client that is to observe or perform any condition in this, or any off the Client sales to the Client delicated bankrupt, or an official manager is appointed to the Client delicated bankrupt, or an official manager is appointed by the Client fails to desire the Client fails. The Supplier and the Client, the Client is declared bankrupt, or an official manager is appointed to manages for doing so, if the Client default in the punctual gayment of any table for desired the contract, withou Section 20. In the event of "wet" hire of the Goods the operator of the Goods remains an employee of the Supplier and operates the Goods in accordance with the Client's instructions. As such the Supplier shall not be liable for any actions of the operator in following the Client's instructions. instructions. Terms and conditions applicable to the Sale of Goods Only Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods or or before Delivery and the Client must insure the Goods or or before Delivery than or the Client must insure the Goods or or before 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 turther enquiries. further enquiries.

In the case of second hand Goods, unless the Client is a consumer under the CCA, the Client acknowledges that it has had full the consumer that it has been full to the consumer that it has been full to the consumer to where we want tested todas, 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 the Supplier as to the quality or suitability for any purpose and any implied warranty, statioty or orderwise, is expressly excluded. The Client acknowledges and genes that the Supplier has green to provide the Client with the second hand Goods in reliance of this clause 20.3. These of the second hand Goods in the Supplier may in the second beard Goods for return in which case the Supplier may require the Client to Pay handling less of up to ten percent (10%) of the value of the returned Goods plus any treight costs. any advancement of the trust property.

General

gry resettlement of the trust property.

General

great per service any provision of these terms

and conditions shall not be treated as a waiver of that provision, nor

shall it affect that party sight to subsequently enforce that provision,

fl any provision of these terms and conditions shall be invalid, void,

illegal or unenforceable the validity, existence, legality and

enforceability of the remaining provisions shall not be affected,

nreludiced or impaired.