



Everything For Gas Pty Ltd
ABN 84 143 824 542
PO Box 2768, Burleigh Heads QLD 4220
Email admin@everythingforgas.com
Web www.everythingforgas.com
Web www.poolheating4u.com.au
Ph (07) 5522 0507

CREDIT ACCOUNT APPLICATION

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

Type of Business: Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/>			
Company Name:		ABN:	
Trading Name:		ACN:	
Physical Address:		State:	Postcode:
Billing Address:		State:	Postcode:
Email Address:		Phone No:	
Alternative Email Address:		Fax No:	
Directors / Owners / Trustee (if more than two, please attach a separate sheet)			
Full Name:		D.O.B.	
Private Address:		State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:	
Full Name:		D.O.B.	
Private Address:		State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:	
Date Business / Company Established: (Current Owners)		Credit Limit Required: \$	
Nature of Business:	Paid Up Capital:	Estimated Monthly Purchases: \$	
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged (to whom)			
Purchase Order Required: <input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Accounts Email Address:			
Accounts Contact:	Phone No:	Mobile No:	
Bank and Branch:		Account No:	
Account Terms: 28 Days EOM <input type="checkbox"/> 7 Days <input type="checkbox"/> Other:			
Trade References: (Please provide companies that are willing to do trade references)			
Name	Address	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 Everything For Gas 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. **I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.**

SIGNED (CUSTOMER): _____ **SIGNED (EFG):** _____

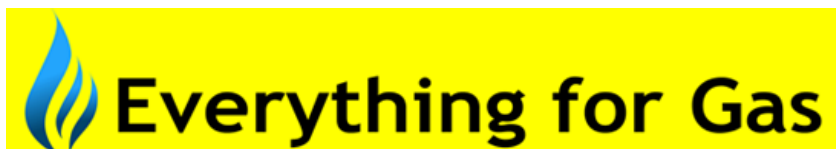
Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CUSTOMER'S SIGNATURE:

Signed: _____ **Name:** _____ **Date:** _____

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



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Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Everything For Gas Pty Ltd and its successors and assigns ("EFG") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Customer") [Insert Company Name In Box Provided]

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

1. **GUARANTEE** the due and punctual payment to EFG of all monies which are now owing to EFG by the Customer and all further sums of money from time to time owing to EFG by the Customer in respect of goods and services supplied or to be supplied by EFG to the Customer or any other liability of the Customer to EFG, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with EFG, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to EFG the Guarantor will immediately on demand pay the relevant amount to EFG. In consideration of EFG agreeing to supply the goods and/or services to the Customer, 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 these terms and conditions (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 EFG registering any interest so charged. The Guarantor irrevocably appoints EFG and each director of EFG 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's behalf which EFG may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** EFG on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, EFG in connection with:
 - (a) the supply of goods and/or services to the Customer; or
 - (b) the recovery of monies owing to EFG by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to EFG's nominee's contract default fee and legal costs; or
 - (c) monies paid by EFG with the Customer's consent in settlement of a dispute that arises or results from a dispute between, EFG, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by EFG to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. **I/We have received, read and understood EFG's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
4. 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 monies owing to EFG by the Customer and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on EFG's part (whether in respect of the Customer 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 Customer's obligations to EFG, each Guarantor shall be a principal debtor and liable to EFG accordingly.
6. If any payment received or recovered by EFG is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and EFG shall each be restored to the position in which they would have been had no such payment been made.
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 Customer to EFG.**
9. I/we irrevocably authorise EFG to obtain from any person or company any information which EFG may require for credit reference purposes. I/We further irrevocably authorise EFG 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 EFG as a result of this Guarantee and Indemnity being actioned by EFG.
10. The above information is to be used by EFG for all purposes in connection with EFG considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

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

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

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

Everything For Gas Pty Ltd - Terms & Conditions of Trade

1.	Definitions "EFG" means Everything For Gas Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Everything For Gas Pty Ltd. "Customer" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally. "Goods" means all Goods (including parts, oils, fuels, etc.) or Services supplied by EFG to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other). "Price" means the Price payable for the Goods as agreed between EFG and the Customer in accordance with clause 5 below.	(e) the Customer irrevocably authorises EFG to enter any premises where EFG believes the Goods are kept and recover possession of the Goods. (f) EFG may recover possession of any Goods in transit whether or not delivery has occurred. (g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of EFG. (h) EFG may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.	15.3 15.4	Further to any other rights or remedies EFG may have under this contract, if a Customer has made payment to EFG by credit card, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by EFG under this clause 15 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this agreement. Without prejudice to any other remedies EFG may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions EFG may suspend or terminate the supply of Goods to the Customer. EFG will not be liable to the Customer for any loss or damage the Customer suffers because EFG has exercised its rights under this clause. Without prejudice to EFG's other remedies at law EFG shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to EFG shall, whether or not due for payment, become immediately payable if: (a) any money payable to EFG becomes overdue, or in EFG's opinion the Customer will be unable to make a payment when it falls due; (b) the Customer 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 (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
2.	Acceptance The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods. These terms and conditions may only be amended with EFG's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and EFG. These general terms and conditions are meant to be read in conjunction with the applicable terms and conditions for hire. If there are any inconsistencies between the relevant documentation, then the terms and conditions contained therein shall prevail. The Customer accepts that under ACAS601 Gas Regulations all gas fitting is to be carried out by a licensed installer. It is a condition of sale by EFG that all gas components be installed by a licensed gas fitter.	11.1 11.2	15.5	16. Cancellation EFG may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice EFG shall repay to the Customer any money paid by the Customer for the Goods. EFG shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by EFG as a direct result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
3.	Electronic Transactions (Queensland) Act 2001 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	11.3	16.1	
4.	Change in Control The Customer shall give EFG not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by EFG as a result of the Customer's failure to comply with this clause.	11.4	16.2	
5.	Price and Payment At EFG's sole discretion the Price shall be either: (a) as indicated on any invoice provided by EFG to the Customer; or (b) EFG's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. EFG reserves the right to change the Price if a variation to EFG's quotation is requested. Any variation from the plan of scheduled Services, specifications or as a result of any increase to EFG's in the cost of materials and labour will be charged for on the basis of EFG's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion. At EFG'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 Customer on the date/s determined by EFG, which may be: (a) before delivery of the Goods where the Goods are pool heaters; (b) twenty-eight (28) days following the end of the month in which a statement is posted to the Buyer's address or address for notices; (c) the date specified on any invoice or other form as being the date for payment; or (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by EFG. Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to two percent (2%) of the Price), or by any other method as agreed to between the Customer and EFG. Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to EFG an amount equal to any GST EFG must pay for any supply by EFG under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	11.5 11.6 11.7 11.8 11.9	16.3 16.4 16.5 16.6 16.7	17. Privacy Act 1988 The Customer agrees for EFG 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 Customer in relation to credit provided by EFG. The Customer agrees that EFG may exchange information about the Customer with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years. The Customer consents to EFG being given a consumer credit report to collect overdue payment on commercial credit. The Customer agrees that personal credit information provided may be used and retained by EFG 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 Customer'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 Customer; and/or (d) enabling the collection of amounts outstanding in relation to the Goods. EFG may give information about the Customer to a CRB for the following purposes: (a) to obtain a consumer credit report; (b) allow the CRB to create or maintain a credit information file about the Customer including credit history. The information given to the CRB may include: (a) personal information as outlined in 17.1 above; (b) name of the credit provider and that EFG is a current credit provider to the Customer; (c) whether the credit provider is a licensee; (d) type of consumer credit; (e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account or the amount requested); (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and EFG has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); (g) information that, in the opinion of EFG, the Customer has committed a serious credit infringement; (h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150). The Customer shall have the right to request (by e-mail) from EFG: (a) a copy of the information about the Customer retained by EFG and the right to request that EFG correct any incorrect information; and (b) that EFG does not disclose any personal information about the Customer for the purpose of direct marketing. EFG will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law. The Customer can make a privacy complaint by contacting EFG via e-mail. EFG will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au .
6.	Delivery of Goods Delivery ("Delivery") of the Goods is taken to occur at the time that: (a) the Customer or the Customer's nominated carrier takes possession of the Goods at EFG's address; or (b) EFG (or EFG's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address. At EFG's sole discretion the cost of delivery is in addition to the Price. The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then EFG shall be entitled to charge a reasonable fee for redelivery and/or storage. EFG 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. Any time or date given by EFG to the Customer is an estimate only. The Customer must still accept delivery of the Goods even if late and EFG will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.	12.1 12.2 12.3 12.4 12.5 12.6 12.7 12.8 12.9 13.0 13.1 13.2 13.3 13.4 13.5 13.6 13.7	16.8 16.9 17.0 17.1 17.2 17.3 17.4 17.5 17.6 17.7 17.8 17.9	
7.	Risk Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer 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 Customer, EFG is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by EFG is sufficient evidence of EFG's rights to receive the insurance proceeds without the need for any person dealing with EFG to make further enquiries. If the Customer requests EFG to leave Goods outside EFG's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.	13.1 13.2 13.3 13.4 13.5 13.6 13.7	17.6 17.7 17.8 17.9	18. Unpaid Seller's Rights Where the Customer has left any item with EFG for repair, modification, exchange or for EFG to perform any other service in relation to the item and EFG has not received or been tendered the whole of any monies owing to it by the Customer, EFG shall have, until all monies owing to EFG 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 EFG shall continue despite the commencement of proceedings, or judgment for any monies owing to EFG having been obtained against the Customer.
8.	Specifications The Customer acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions and weights stated in EFG's or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by EFG. The Customer shall be responsible for ensuring that the Goods ordered are suitable for their intended use. EFG reserves the right to substitute comparable Goods (or components of the Goods), and in all such cases EFG will notify the Customer in advance of any such substitution.	13.8 13.9	17.6 17.7	
9.	Compliance with Laws The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for any installations.	13.10 13.11	17.6 17.7	
10.	Title EFG and the Customer agree that ownership of the Goods shall not pass until: (a) the Customer has paid EFG all amounts owing to EFG; and (b) the Customer has met all of its other obligations to EFG. Receipt by EFG 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: (a) until ownership of the Goods passes to the Customer in accordance with clause 10.1 that the Customer is only a bailee of the Goods and must return the Goods to EFG on request. (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for EFG and must pay to EFG the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed. (c) the Customer 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 Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for EFG and must pay or deliver the proceeds to EFG on demand. (d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of EFG and must sell, dispose of or return the resulting product to EFG as it so directs.	14.1 14.2 14.3 14.4 14.5 14.6 14.7 14.8 14.9 15.0 15.1 15.2	17.6 17.7 17.8 17.9 18.0 18.1 18.2 18.3 18.4 18.5 18.6 18.7	19. General The failure by EFG to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect EFG's right to subsequently enforce that provision. If 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, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland in which EFG has its principal place of business, and are subject to the jurisdiction of the courts of Southport in Queensland. Subject to clause 13, EFG shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by EFG of these terms and conditions (alternatively EFG's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by EFG nor to withhold payment of any invoice because part of that invoice is in dispute. The Customer agrees that EFG may amend these terms and conditions at any time. If EFG makes a change to these terms and conditions, then that change will take effect from the date on which EFG notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for EFG to provide Goods to the Customer. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.
11.	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 Customer 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 and/or collateral (account) – being a monetary obligation of the Customer to EFG for Services – that have previously been supplied and that will be supplied in the future by EFG to the Customer. The Customer 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 EFG 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) correct any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii); (b) indemnify, and upon demand reimburse, EFG 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 a financing change statement in respect of a security interest without the prior written consent of EFG; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of EFG; (e) immediately advise EFG of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales. EFG and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by EFG, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Customer must unconditionally ratify any actions taken by EFG under clauses 11.3 to 11.5. Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.	11.1 11.2 11.3 11.4 11.5 11.6 11.7 11.8 11.9	15.3 15.4 15.5 15.6 15.7 15.8 15.9	
12.	Security and Charge In consideration of EFG agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The Customer indemnifies EFG from and against all EFG's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising EFG's rights under this clause. The Customer irrevocably appoints EFG and each director of EFG as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Customer's behalf.	12.1 12.2 12.3	15.3 15.4 15.5	
13.	Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA) The Customer must inspect the Goods on delivery and must within seven (7) days of delivery notify EFG in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow EFG to inspect the Goods. 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). EFG acknowledges that nothing in these terms and conditions purports to 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, EFG makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. EFG's liability in respect of these warranties is limited to the fullest extent permitted by law. If the Customer is a consumer within the meaning of the CCA, EFG's liability is limited to the extent permitted by section 64A of Schedule 2. If EFG is required to replace the Goods under this clause or the CCA, but is unable to do so, EFG may refund any money the Customer has paid for the Goods. If the Customer is not a consumer within the meaning of the CCA, EFG's liability for any defect or damage in the Goods is: (a) limited to the value of any express warranty or warranty card provided to the Customer by EFG at EFG's sole discretion; (b) limited to any warranty to which EFG is entitled, if EFG did not manufacture the Goods; or (c) otherwise negated absolutely. Subject to this clause 13, returns will only be accepted provided that: (a) the Customer has complied with the provisions of clause 13.1; and (b) EFG has agreed that the Goods are defective; and (c) the Goods are returned within a reasonable time at the Customer'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. Notwithstanding clauses 13.1 to 13.8 but subject to the CCA EFG 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 Customer failing to properly maintain or store any Goods; (b) the Customer using the Goods for any purpose other than that for which they were designed; (c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (d) the Customer failing to follow any instructions or guidelines provided by EFG; (e) fair wear and tear, accident, or act of God. In the case of second hand Goods, unless the Customer is a consumer under the CCA, the Customer 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 EFG as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Customer acknowledges and agrees that EFG has agreed to provide the Customer with the second hand Goods and calculated the Price of the second hand Goods in reliance of this clause 13.10. EFG may in its absolute discretion accept non-defective Goods for return in which case EFG may require the Customer to pay handling fees of up to ten percent (10%) of the value of the returned Goods plus any freight costs.	13.1 13.2 13.3 13.4 13.5 13.6 13.7 13.8 13.9 14.0 14.1 14.2 14.3 14.4 14.5 14.6 14.7 14.8 14.9 15.0 15.1 15.2	15.3 15.4 15.5 15.6 15.7 15.8 15.9 16.0 16.1 16.2 16.3 16.4 16.5 16.6 16.7 16.8 16.9 17.0 17.1 17.2 17.3 17.4 17.5 17.6 17.7 17.8 17.9 18.0 18.1 18.2 18.3 18.4 18.5 18.6 18.7 18.8 18.9 19.0 19.1 19.2 19.3 19.4 19.5 19.6 19.7 19.8 19.9 20.0	
14.	Intellectual Property Where EFG has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of EFG. The Customer warrants that all designs, specifications or instructions given to EFG will not cause EFG to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify EFG against any action taken by a third party against EFG in respect of any such infringement. The Customer agrees that EFG may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which EFG has created for the Customer.	14.1 14.2 14.3 14.4 14.5 14.6 14.7 14.8 14.9 15.0 15.1 15.2	15.3 15.4 15.5 15.6 15.7 15.8 15.9 16.0 16.1 16.2 16.3 16.4 16.5 16.6 16.7 16.8 16.9 17.0 17.1 17.2 17.3 17.4 17.5 17.6 17.7 17.8 17.9 18.0 18.1 18.2 18.3 18.4 18.5 18.6 18.7 18.8 18.9 19.0 19.1 19.2 19.3 19.4 19.5 19.6 19.7 19.8 19.9 20.0	
15.	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 EFG's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Customer owes EFG any money the Customer shall indemnify EFG from and against all costs and disbursements incurred by EFG in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, EFG's contract default fee, and bank disbursement fees).	15.1 15.2	15.3 15.4	