

## Consent for Credit Searches and Acknowledgement of Privacy Policy

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I, \_\_\_\_\_ hereby certify that I am authorized to act on behalf of \_\_\_\_\_  
ACN/ABN: \_\_\_\_\_ in making this application for Trade Credit Terms with Hilti (Aust) Pty Ltd A.C.N: 007602100 and consent to Hilti (Aust) Pty Ltd undertaking Credit Searches in relation to \_\_\_\_\_ for the purpose of this application. I also acknowledge and agree to the Consent and Privacy agreement as follows.

### CORPORATE CUSTOMERS

In the event that the Applicant is a Body Corporate ("the Company") the person signing hereunder acknowledges that he/she is authorized to sign on behalf of the Company and both the Company and he/she shall be bound by these Terms and Conditions, the intent being that if the person signing this Agreement is a Director, Secretary, Office Holder or Shareholder of the Company then he/she will be personally, jointly and severally liable with the Company for its obligations pursuant to Hilti's Terms and Conditions ([www.hilti.com.au/terms](http://www.hilti.com.au/terms)) including the payment of any indebtedness by the Company to Hilti howsoever arising.

The Applicant agrees that these Terms and Conditions, as attached to this Form, will govern all transactions between Hilti and the Applicant and these Terms and Conditions referred to on any order forms that may be used by the Applicant will not apply, unless agreed to in writing to the contrary by Hilti. The Applicant agrees:

- (a) it has been provided with a copy of Hilti's Terms and Conditions;
- (b) it has had the opportunity to read the Terms and Conditions; and
- (c) to be bound by the Terms and Conditions set out in the document attached to this Credit Application Form as amended from time to time by notice by Hilti.

The person(s) signing this Application on behalf of the Applicant hereby warrants that he/she has read and fully understands the nature and effect of Hilti's Terms and Conditions ([www.hilti.com.au/terms](http://www.hilti.com.au/terms)) and

- a) He/She/They have authority to sign on behalf of and to bind the Applicant;
- b) The information provided is true and correct in every detail;
- c) He/She/They agree(s) to provide such updated and regular financial and trading information as Hilti may reasonably require from time to time;
- d) He/She/They irrevocably grant permission to Hilti before, during or after the provision of credit to give and receive information about the Applicant to and from any Credit Reporting Agency, Credit Provider, Bank or Financial Institution or any other corporation, association or person in accordance with the Privacy Act, 1988 or otherwise. This information may concern the Applicant's Consumer Credit and/or Commercial Credit and trading arrangements, may consist of Credit Reports and other credit and trading information concerning the Applicant and its business and may be used to assess or review at any time this application or to collect any overdue payments and/or to provide credit references in accordance with the provisions of the Privacy Act, 1988 or otherwise.
- e) He/She/They hereby indemnify(ies) Hilti in respect of any claims or actions arising out of the obtaining or providing of information concerning the Applicant.
- f) He/She/They acknowledge(s) that if any tool is used in the removal of asbestos or any asbestos related activity, the Applicant will provide individual certification that each tool has been cleaned prior to sending back to Hilti for repair or maintenance.

### PRIVACY

Hilti is committed to your privacy. Our policy on the handling of personal information is to comply with the Privacy Act 1988 for the fair handling of personal information. In accordance with the Privacy Act 1988 and Hilti's Privacy Policy, persons will be given access to their personal information on request. We use the types of personal information collected including considering and assessing applications for employment, enabling us to supply you with our products and/or services and for assessing Applications for Commercial Credit, managing accounts and, if necessary, ensuring our risk in collecting debts. Subject to Hilti's obligations under the Privacy Act 1988 and Hilti's Privacy Policy, the Customer agrees to allow Hilti to disclose the personal information to its related or associated companies, parties related to your employment (e.g. referees and others as set out in our Privacy Policy) contractors, other credit providers whether or not your account is overdue and, if necessary, its Risk Insurers, debt collectors and Credit Reporting Bodies. If all or part of the information requested is not provided we may not be able to consider any application made by you or to supply you with our goods and/or services and we may not be able to process your Application for Commercial Credit.

If you have any questions or concerns about our Privacy Policy, please direct your requests to the Privacy Officer at our Head Office at Level 5, Building G, 1 Homebush Bay Drive, PO Box 3217, Rhodes NSW 2138.

Director Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_