

The Applicant hereby applies for the opening of an account and provides the above information in support thereof. The Applicant certifies that the above information that they have supplied to the Supplier is true and correct and the Applicant certifies that they are authorised to make this application for credit.

I/We, the Applicant/s, have received, read and understood the TERMS AND CONDITIONS, The PRIVACY ACT 1988 AUTHORISATION and the DEED OF GUARANTEE AND INDEMNITY (overleaf or attached) of Athian Pty Ltd ABN 60 053 275 344 trading as Midwest Foods & Liquor and which form part of, and are intended to be read in conjunction with this application and agree to be bound by these terms and conditions. I/We, the Applicant's, further authorise the use of my/our personal information as detailed in the PRIVACY ACT 1988 AUTHORISATION (overleaf and attached).

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|-----------------|-------|-----------|-------|------|-------------------|
| 1. Name (print) | | Signature | | Date |/...../..... |
| Witness (print) | | Signature | | Date |/...../..... |
| 2. Name (print) | | Signature | | Date |/...../..... |
| Witness (print) | | Signature | | Date |/...../..... |
| 3. Name (print) | | Signature | | Date |/...../..... |
| Witness (print) | | Signature | | Date |/...../..... |

OFFICE USE ONLY

Customer Code Terms Signature Date/...../.....

TERMS AND CONDITIONS

Definitions

1. The term 'Supplier' means Athian Pty Limited ABN 60 053 275 344 trading as Midwest Foods & Liquor and successors, assigns, its related bodies corporate (as that term is defined in the Corporations Act 2001) or any person acting on behalf of and with the authority of the Supplier.
2. The term 'Applicant' means described under the Applicant's Details on the first page of this application, and/or the person/s ordering or purchasing the Goods as specified in any invoice, receipt, document or order, and if there is more than one person, the term 'Applicant' is a reference to each person jointly and severally.
3. The term 'CCA' means the Competition and Consumer Act 2010.
4. The term 'Goods' means any and all Goods and services supplied by the Supplier to the Applicant from time to time and where the context so permits, the terms 'Goods' and 'services' will be interchangeable.
5. The term 'Price' means the price payable for the Goods.
6. The term 'PPSA' means the Personal Property Securities Act 2009.

General

7. These terms and conditions also govern and apply to your use of the website www.midwestfoods.com.au and all related sites and mobile sites ('Site') and by accessing and using the Site, you are agreeing to these terms and conditions in addition to the terms of use that can be found on the Site.
8. The Applicant is taken to have exclusively accepted and is immediately bound by these terms and conditions if the Applicant places an order with the Supplier or accepts delivery of the Goods or Goods are supplied to the Applicant by the Supplier, regardless of whether or not the Applicant's credit account application was accepted and/or approved by the Supplier.
9. The Supplier may, at any time, unilaterally vary the terms of trade in its absolute and unfettered discretion.
10. These terms and conditions may only be ended with the Supplier's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Supplier and the Applicant.

Payment Terms, Other Fees Payable and Interest Rates

11. At the Suppliers sole discretion, the terms of payment are strictly:
 - (a) Cash on Delivery; or
 - (b) such other period as determined by the Supplier once credit checks have been completed; or
 - (c) such other period as nominated by the Supplier herein from time to time.
12. Should the Applicant not pay for the Goods ordered and/or supplied by the Supplier in accordance with the credit terms as provided herein, the Supplier will be entitled to charge the following:
 - (a) an administration fee of 10% of the amount of the full invoice rendered; and
 - (b) interest on any outstanding debts at an interest rate determined by The Commonwealth Bank of Australia on overdraft facilities exceeding \$100,000. Interest will be calculated and accrue daily on any outstanding debts from the date that payment becomes due, until the date full payment is made.
13. The Supplier reserves the right to change the Price for Goods at any time and without prior notice to the Applicant.
14. The Supplier reserves the right to impose and/or vary a credit limit on the Applicant's account at any time without prior notice to the Applicant.
15. If the Applicant pays by credit card, the Supplier may charge a credit card fee of a percentage of the full payment amount.
16. If a cheque or Direct Debit Authority payment amount made by, or authorised by, the Applicant is dishonoured by the Supplier's bank, an administration fee of \$20 plus gst for each dishonoured transaction will be charged to the Applicant and will be immediately payable.

Delivery of Goods

17. Delivery of the Goods is taken to occur, and the Applicant accepts that delivery has taken place at the time that:
 - (a) the Applicant or a nominated representative or agent of the Applicant takes possession of the Goods at the Suppliers premises; or
 - (b) the Supplier (or Supplier's nominated carrier) delivers the Goods to the Applicant's nominated address even if the Applicant is not present at the nominated address.
18. At the Supplier's sole discretion, the cost of delivery is either included in the Price or is in addition to the Price.
19. At the Supplier's sole discretion, the Supplier may impose a minimum sales order value on the Applicant.
20. The Applicant must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Applicant is unable to take delivery of the Goods as arranged, then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage.
21. Any time or date given by the Supplier to the Applicant is an estimate only. The Applicant must still accept delivery of the Goods even if late and the Supplier will not be liable for any loss or damage incurred by the Applicant as a result of the delivery being late.

Warranties and Returns

22. The Applicant is responsible for inspecting Goods on delivery and must, as soon as reasonably practicable, and within 24 hours, notify the Supplier of any defect in relation to the Goods.
23. Upon notification, the Applicant must allow the Supplier to inspect the Goods.
24. Under applicable State, Territory and Commonwealth Law (including, without limitation the Competition and Consumer Act 2010 (CCA)), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions.
25. If the Applicant 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 of the CCA.
26. If the Supplier is required to replace the Goods under the provisions of the CCA, but is unable to do so, the Supplier may refund any money the Applicant has paid for the Goods.
27. If the Applicant 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 provided to the Applicant 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.
28. Subject to Warranties and Terms provisions and the provisions of the CCA, returns will only be accepted provided that:
 - (a) the Applicant has complied with the provisions of clause 22 and 23; and
 - (b) the Supplier has agreed that the Goods are defective; and
 - (c) the Goods are returned within a reasonable time at the Applicant'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.
29. Notwithstanding clauses 22 to 28 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 Applicant failing to properly maintain or store any Goods;
 - (b) the Applicant using the Goods for any purpose other than that for which they were designed;
 - (c) the Applicant 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 Applicant failing to follow any instructions or guidelines provided by the Supplier;
 - (e) fair wear and tear, any accident, or act of God.
30. The Supplier may in its absolute discretion accept non-defective Goods for return in which case the Supplier may require the Applicant to pay handling fees of up to ten percent (10%) of the value of the returned Goods plus any freight costs.
31. 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.

Jurisdiction

32. The Applicant acknowledges and agrees that this agreement shall be governed by the laws of New South Wales, and the laws of the Commonwealth of Australia which are in force in New South Wales.
33. The Applicant acknowledges and agrees that any contract for the supply of Goods or services between the Supplier and the Applicant is formed at the address of the Supplier.
34. The parties to this agreement submit to the non-exclusive jurisdiction of the courts of New South Wales and the relevant Federal Courts and Courts competent to hear appeals from those courts.

Online Ordering

35. The Applicant acknowledges and agrees that:
 - (a) the Supplier does not guarantee the Sites performance or availability of any of its Goods; and
 - (b) online ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades; and
 - (c) there are inherent hazards in electronic distribution and as such the Supplier cannot warrant against delays or errors in transmitting data between the Applicant and the Supplier including orders; and
 - (d) the Applicant agrees that to the maximum extent permitted by law, the Supplier will not be liable for any losses which the Applicant suffers as a result of online ordering not being available or for delays or errors in transmitting orders.
36. The Supplier does not accept any responsibility or liability for orders not received by the Supplier.
37. The Supplier reserves the right to reject or refuse, in its absolute discretion, any order made for Goods at any time.
38. The Supplier reserves the right to terminate the Applicants order if it learns that the Applicant has provided false or misleading information, interfered with other users or the administration of the Supplier, or violated these terms and conditions.

Security/Charges

39. In consideration of the Supplier agreeing to extend credit and supply Goods to the Applicant, the Applicant charges in favour of the Supplier all of its rights, title, estate and interest (whether jointly or severally) in any real property that the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged, to secure its performance under these terms and conditions, including but not limited to the payment of any money to the Supplier.
40. The Applicant charges in favour of the Supplier all of its rights, title, estate and interest (whether jointly or severally) in any personal property that the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged, to secure its performance under these terms and conditions, including but not limited to the payment of any money to the Supplier.
41. The Applicant appoints as its duly constituted attorney the Supplier's company secretary from time to time to execute in the Applicant's name and as the Applicant's act and deed any security interest, real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against any property (including real property) that the Applicant may own in any Land Titles Office in any state or territory of Australia, even though the Applicant may not have defaulted in carrying out its obligations hereunder.
42. Where the Applicant has previously entered into an agreement with the Supplier by which the Applicant has granted a charge, mortgage or other security over real or personal property, those charges, mortgages or other security interests will continue and co-exist with the obligations and security interests created in this agreement. The Supplier may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.
43. The Applicant indemnifies the Supplier from and against all of the Suppliers costs and disbursements including legal costs incurred in exercising the Suppliers rights under this clause.

Purpose of Credit

44. The Applicant acknowledges and agrees that the credit to be provided to the Applicant by the Supplier is to be applied wholly or predominantly for business or investment purposes (or for both purposes).
45. The credit facilities provided by the Supplier are not transferable by the Applicant without the prior written consent of the Supplier. The Supplier may assign this agreement to another party without prior notice to the Applicant. The Supplier will give the Applicant notice when the assignment has been effected.

Formation of Contract

46. Quotations made by the Supplier shall not be construed as an offer or obligation to supply in accordance with the quotation. The Supplier reserves the right to accept or reject, at its discretion, any offer to purchase received by the Applicant. Only written acceptance by the Supplier of the Applicant's offer shall complete a contract.
47. Placement of an order, either verbally or in writing, shall imply acceptance of the Supplier's offer and of these terms and conditions.

Retention of Title

48. Title in the Goods does not pass to the Applicant until the Applicant has made payment in full for the Goods and, further, until the Applicant has made payment in full of all other money owing by the Applicant to the Supplier (whether in respect of money payable under a specific contract or on any other account whatsoever).

49. Until payment in full has been made and ownership of the Goods has passed to the Applicant, the Applicant will hold the Goods in a fiduciary capacity for the Supplier and agrees to store the Goods in such a manner that they can be identified as the property of the Supplier and shall not mix the Goods with other similar Goods.
50. The Applicant will be entitled to sell the Goods in the ordinary course of its business, but until full payment for the Goods has been made to the Supplier, the Applicant shall sell as agent and bailee for the Supplier and the proceeds of sale of the Goods shall be held by the Applicant on trust for the Supplier absolutely.
51. The Applicant's indebtedness to the Supplier, whether in full or in part, shall not be discharged by the operation of clause 50 hereof unless and until the funds held on trust are remitted to the Supplier.
52. The Applicant provides the Supplier with irrevocable authority and agrees that whilst property and title in the Goods remains with the Supplier, the Supplier has the right, with or without prior notice to the Applicant, to enter upon any premises occupied by the Applicant or any premises in which the Goods are held (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Applicant) to inspect the Goods of the Supplier and to repossess the Goods which may be in the Applicant's possession, custody or control when payment is overdue.
53. The Applicant will be responsible for the Supplier's costs and expenses in exercising its rights under clause 52. Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Applicant against the Supplier, its employees, servants or agents.
54. The Supplier may recover possession of any Goods in transit whether or not delivery has occurred.
55. The Applicant 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.
56. The Supplier may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Applicant.
57. The Applicant agrees that where the Goods have been retaken into the possession of the Supplier, the Supplier has the absolute right to sell or deal with the Goods, and if necessary, sell the Goods with the trademark or name of the Applicant on those Goods, and the Applicant hereby grants an irrevocable licence to the Supplier to do all things necessary to sell the Goods bearing the name or trademark of the Applicant.

Risk

58. Responsibility, risk of damage to or loss of the Goods passes to the Applicant on delivery and the Applicant must insure the Goods on or before delivery.
59. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Applicant, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The Applicant acknowledges and agrees that 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.
60. If the Applicant requests the Supplier to leave Goods outside the Supplier's or the Applicant's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at such location at the Applicant's sole risk.

Cancellation of Terms of Credit

61. The Supplier reserves the right to withdraw credit at any time, whether the Applicant is in default under the terms of this agreement or not.
62. The Supplier may also cancel any contract to which these terms and conditions apply or cancel any delivery of Goods at any time before the Goods are delivered.
63. Upon cancellation with or without notice all liabilities incurred by the Applicant become immediately due and payable to the Supplier.
64. The Supplier shall not be liable for any loss incurred (whether direct or indirect) to the Applicant as a result of the cancellation.

Default

65. If the Applicant owes the Supplier any money, the Applicant 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 of a solicitor and own client basis, the Supplier's contract default fees, and bank dishonour fees).
66. The Applicant will be in breach and default of these terms and conditions if the Applicant:
 - (a) fails to pay any of its accounts with the Supplier on time and in accordance with the payment terms pursuant to these terms and conditions or if in the Supplier's opinion the Applicant will be unable to make a payment when it falls due;
 - (b) breach or default of any of its obligations under these terms and conditions;
 - (c) the Applicant becomes bankrupt;
 - (d) the Applicant 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
 - (e) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Applicant or any asset of the Applicant.
67. Without prejudice to any other remedies the Supplier may have, if at any time the Applicant is in breach or default of any of these terms and conditions or of any obligation (including those relating to payment) under these terms and conditions, the Supplier:
 - (a) may suspend or terminate the supply of Goods to the Applicant. The Supplier will not be liable to the Applicant for any loss or damage the Applicant suffers because the Supplier has exercised its rights under this clause.
 - (b) shall be entitled to cancel all or any part of any order of the Applicant which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable.
68. On breach or default of these terms and conditions or of any of the Applicant's obligations under these terms and conditions, the Applicant irrevocably permits the Supplier, or a person authorised by the Supplier, to enter any premises at any reasonable time to recover and retrieve the Goods held in your possession.
69. The Applicant also indemnifies and holds the Supplier harmless for any and all losses, costs, damages, and expenses incurred or suffered directly or indirectly by the Supplier as a result of:
 - (a) the Supplier recovering the Goods held in the Applicant's possession;
 - (b) the Supplier exercising or attempting to exercise its rights under this clause or exercising or attempting to exercise any other right under these terms and conditions as a result of the Applicant's failure or neglect to observe and comply with its obligations under these terms and conditions.
 - (c) any breach or default of these terms and conditions or any other agreement the Applicant has with the Supplier.

Indemnity

70. The Applicant agrees to indemnify the Supplier and keep the Supplier indemnified against any claim. This indemnity includes any legal fees and expenses the Supplier incurs in order to enforce its rights, on an indemnity basis.

Provision of Information

71. The Applicant undertakes to comply with any request by the Supplier to provide further information for the purpose of assessing the Applicant's creditworthiness, including an updated credit application.
72. If the Applicant is a corporation (with the exception of a public listed company), it must advise the Supplier of any alteration to its corporate structure (for example, by changing directors, shareholders, or its constitution). In the case of a change of directors or shareholders the Supplier may ask for new Guarantors to sign a Guarantee and Indemnity.

Corporations

73. If the Applicant is a corporation, the Applicant warrants that all of its directors have signed this agreement and that all of its directors will enter into a Guarantee and Indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.

Trustee capacity

74. If the Applicant is the trustee of a trust (whether disclosed to the Supplier or not), the Applicant warrants to the Supplier that:
 - (a) the Applicant enters into this agreement in both its capacity as trustee and in its personal capacity;
 - (b) the Applicant has the right to be indemnified out of trust assets;
 - (c) the Applicant has the power under the trust deed to sign this agreement; and
 - (d) the Applicant will not retire as trustee of the trust or appoint any new or additional trustee without advising the Supplier.
75. The Applicant must give the Supplier a copy of the trust deed upon request.

Partnership

76. If the Applicant enters into this agreement as partners, the Applicant warrants that all of the partners have signed this agreement and that all of the partners will enter into a Guarantee and Indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.
77. If the Applicant is a partnership, it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without advising the Supplier. In the case of a change of partners, the Supplier may ask for new Guarantors to sign a Guarantee and Indemnity.

Insolvency

78. If the Applicant becomes insolvent, the Applicant remains liable under this agreement for payment of all liabilities incurred hereunder. The Applicant remains liable under this agreement even if the Supplier receives a dividend or payment as a result of the Applicant being insolvent.

Waiver

79. A waiver of any provision or breach of this agreement by the Supplier must be made by an authorised officer of the Supplier in writing. A waiver of any provision or breach of this agreement by the Applicant must be made by the Applicant's authorised officer in writing.

Costs

80. The Applicant must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Applicant. The Applicant must also pay for all stamp duty and other taxes payable on this agreement (if any).
81. The Applicant will pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Applicant, including debt recovery fees and legal costs on an indemnity basis. Such costs and disbursements will be due and payable by the Applicant to the Supplier irrespective of whether pursuit of the recovery action, claim or remedy is successful.
82. The Applicant acknowledges and agrees that payments by the Applicant will be applied by the Supplier as follows:
 - (a) Firstly, in payment of any and all collection costs and legal costs.
 - (b) Secondly, in payment of any interest incurred and administration costs.
 - (c) Thirdly, in payment of the outstanding invoice(s).

Taxes and Duty

83. The Applicant must pay GST on any taxable supply made by the Supplier to the Applicant under this agreement. The payment of GST is in addition to any other consideration payable by the Applicant for a taxable supply.
84. If applicable to the supply made by the Supplier to the Applicant under this agreement, the Applicant must also pay Wine Equalisation Tax (WET). The payment of WET is in addition to any other consideration payable by the Applicant for a taxable supply.
85. If, as a result of:
 - (a) any legislation becoming applicable to the subject matter of this agreement; or
 - (b) any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration;the Supplier becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Applicant, then the Applicant must pay the Supplier these additional amounts on demand.

Set-Off

86. All payments required to be made by the Applicant under this agreement will be made free of any set-off, or counterclaim and without deduction or withholding.
87. Any amount due to the Supplier from time to time may be deducted from any monies which may be or may become payable to the Applicant by the Supplier.

Miscellaneous

88. The Supplier is not liable for any loss caused to the Applicant by reason of force majeure, including but not limited to strikes, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond the Supplier's control.
89. In relation to the supply of Goods, the Supplier's liability is limited to:
 - (a) replacing the Goods or supplying similar Goods;
 - (b) repairing the Goods;
 - (c) providing the cost for replacing the Goods or for acquiring equivalent Goods; and
 - (d) providing the cost for having the Goods repaired.

90. In relation to the supply of services, the Supplier's liability is limited to:
- (a) supplying the service again; or
 - (b) providing for the cost of having the services supplied again.
91. The Supplier is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Applicant.

Personal Property Securities Act 2009 (PPSA)

92. Upon agreeing to these terms and conditions, the Applicant 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 Applicant.
93. The Applicant undertakes to:
- (a) at the request of the Supplier, execute documents and do such further acts as may be required for the Supplier to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register (PPSR);
 - (ii) sign any documents and/or provide any further information required by the Supplier to be able to register the security interest granted by the Applicant under the PPSA;
 - (iii) register any other document required to be registered by the PPSA; or
 - (iv) correct a defect in a financing statement or a financing change statement.
 - (b) accept service of any document required to be served, including any notice under this agreement or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to the Supplier by the Applicant or the Applicant's authorised representative.
 - (c) indemnify, and upon demand, reimburse the Supplier for all expenses incurred in registered a financing statement or financing change statement on the PPSR or releasing any Goods charged thereby;
 - (d) not register or permit to be registered a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Supplier.
94. The Applicant agrees to immediately advise the Supplier of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales. The Applicant further agrees that where we have rights in addition to those under part 4 of the PPSA, those rights will continue to apply and hereby consents to the execution, registration and perfection of each and every security interest and the Applicant agrees that any security interest created will have priority in respect of the secured property.
95. The Applicant irrevocably grants to the Supplier the right to enter upon the Applicant's property or premises, without notice, and without being in any way liable to the Applicant or to any third party, of the Supplier has cause to exercise any of their rights under sections 123 and/or 128 of the PPSA, and the Applicant shall indemnify the Supplier from any claims made by any third party as a result of such exercise.
96. Until ownership of the Goods passes, the Applicant waives its rights it would otherwise have under the PPSA:
- (a) under section 95 to receive notice of intention to remove an accession;
 - (b) under section 118 to receive notice that the Supplier intends to enforce its security interest in accordance with land law;
 - (c) under section 121(4) to receive a notice of enforcement action against liquid assets;
 - (d) under section 129 to receive a notice of disposal of Goods by the Supplier purchasing the Goods;
 - (e) under section 130 to receive a notice to dispose of Goods;
 - (f) under section 132(2) to receive a statement of account following disposal of Goods;
 - (g) under section 132(4) to receive a statement of account if no disposal of Goods for each 6 month period;
 - (h) under section 135 to receive notice of any proposal of the Supplier to retain Goods;
 - (i) under section 137(2) to object to any proposal of the Supplier to retain or dispose of Goods;
 - (j) under section 142 to redeem the Goods;
 - (k) under section 143 to reinstate the security agreement; and
 - (l) under section 157(1) and 157(3) to receive a notice of any verification statement.
97. Nothing in this agreement shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any Goods and/or services pursuant to this agreement of all or any of the provisions the Competition and Consumer Act 2010 or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

Severance

98. If any provision of this agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.
99. If any part of this agreement is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective.

Variation

100. The Applicant agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of the Supplier at any time by written notice to the Applicant.
101. Any proposed variation to these terms and conditions by the Applicant must be requested in writing. The Supplier may refuse any such request without providing reasons either orally or in writing.

Consent to Register

102. The Applicant hereby consents to the Supplier recording the details of this Agreement on the Personal Property Securities Register and agrees to do all things necessary and reasonably required by the Supplier to effect such registration.
103. The Applicant waives any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

Entire Agreement

104. This agreement constitutes the entire agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement or understanding.

Privacy Act

105. The Applicant agrees to the terms of the Privacy Act 1988 authorisation contained in this document.

Continuing Agreement

106. For the avoidance of all doubt, the sale or disposal of the Applicant's business does not terminate this Agreement or any associated Guarantee. This Agreement and any associated Guarantee will remain in full force in relation to any Goods supplied to the business prior to the date that the Applicant notifies the Supplier in writing of the sale of the Applicant's business. The Applicant shall remain liable for all orders delivered to the business (even if the sale of the business has been completed) up until the business day after the Supplier receives written notice of the sale of the business from the Applicant or from the Applicant's duly authorised representative.

PRIVACY ACT 1988 AUTHORISATION

1. To enable the Supplier to assess the credit application or to review any existing credit, the Applicant and Guarantors authorise and provide consent to the Supplier to obtain:
- (a) from a credit reporting agency, a credit report containing personal information about the Applicant and Guarantors in relation to credit provided by the Supplier;
 - (b) a report from a credit reporting agency containing personal information about the Applicant and the Guarantors;
 - (c) a report containing information about the Applicant's and the Guarantors' commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of a person or an entity in relation to credit provided by the Supplier.
2. The Applicant agrees that the Supplier may exchange information about the Applicant with those credit providers either named as trade referees by the Applicant or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the Applicant; and/or
 - (b) to notify other credit providers of a default by the Applicant; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Applicant is in default with other credit providers; and/or
 - (d) to assess the credit worthiness of the Applicant.
3. The Applicant understands that the information exchanged can include anything about the Applicant's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988 (as amended from time to time).
4. The Applicant consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 21M(1) of the Privacy Act 1988).
5. The Applicant agrees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other purposes as shall be agreed between the Applicant and the Supplier or required by law from time to time):
- (a) the provision of Goods; and/or
 - (b) the marketing of Goods by the Supplier, its agents or distributors; and/or
 - (c) analysing, verifying and/or checking the Applicant's credit, payment and/or status in relation to the provision of Goods; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Applicant; and/or
 - (e) enabling the daily operation of Applicant's account and/or the collection of amounts outstanding in the Applicant's account in relation to the Goods.
6. The supplier may give information about the Applicant to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Applicant;
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Applicant.
7. The information given to the credit reporting agency may include:
- (a) personal particulars of the Applicant;
 - (b) details concerning the Applicant's application for credit or commercial credit and the amount requested;
 - (c) advice that the Supplier is a current credit provider to the Applicant;
 - (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - (e) that the Applicant's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - (f) information that, in the opinion of the Supplier, the Applicant has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Applicant's credit obligations);
 - (g) advice that cheques drawn by the Applicant for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - (h) that credit provided to the Applicant by the Supplier has been paid or otherwise discharged.
8. Pursuant to the Privacy Act 1988, the Applicant authorises the Supplier to give and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about the Applicant's credit arrangement. The Applicant acknowledges that the information can include any information about the Applicant's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.