

Privacy

- a. Agreement that Burdens Plumbing (Vic) Pty Ltd may seek consumer or commercial credit information (section 18K(1)(b), Privacy Act 1988).
- b. If Burdens Plumbing (Vic) Pty. Ltd. considers it relevant to assessing my/our application for consumer or commercial credit, I/we agree to Burdens Plumbing (Vic) Pty. Ltd. obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to consumer or commercial credit provided by Burdens Plumbing (Vic) Pty. Ltd.
- c. Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)
- d. I/we agree to Burdens Plumbing (Vic) Pty. Ltd. obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Burdens Plumbing (Vic) Pty. Ltd. or that may be named in a credit report, for the purpose of assessing my/our application for consumer or commercial credit made to Burdens Plumbing (Vic) Pty. Ltd.
- e. Agreement to credit provider being given a consumer or commercial credit report to collect overdue payments on consumer or commercial credit (Section 18K(1)(h), Privacy Act 1988)

SIGNED SEALED AND DELIVERED by undersigned this day of 20....|

SIGNATURE.....

SIGNATURE.....

NAME.....

NAME.....

TITLE.....

TITLE.....

I/we agree that Burdens Plumbing (Vic) Pty. Ltd. may obtain a consumer or commercial credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to consumer or commercial credit owed by me/us. The person completing this application on behalf of the customer represents and warrants that the customer has authorised the signing of this application and that the information set out is true and correct and any such changes will be notified in writing to Burdens Plumbing Vic Pty Ltd within 14 days. The customer is responsible for all monies payable to the Company pursuant to this Credit Account Application. The customer acknowledges having read and understood the Terms and Conditions contained herein.

TERMS AND CONDITIONS OF TRADE

1. General

The whole of the Agreement between Burden's Plumbing (Victoria) Pty Ltd ACN 007 236 624 ("Burden's") and the Applicant referred to in the Credit Application ("Customer") are those set out in these Terms and Conditions and those, if any, which are implied and which cannot be excluded by law ("Terms"). Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) which are contrary to or inconsistent with these Terms will not apply nor will they constitute a counter-offer. By receiving delivery of all or a portion of the Goods, the Customer is deemed to have accepted these Terms and to have agreed that they apply to the exclusion of all others. Where more than one Customer completes this Application each will be liable jointly and severally.

2. Credit Terms

- 2.1. Payment is due on or prior to 30 days from the end of the month in which the Invoice is raised ("Due Date), other than the 1st order, where payment will be required before delivery, or unless otherwise agreed.
- 2.2. If payment for Goods is received by Burden's by the Due Date, then the sum due for those Goods will be reduced by 2.5% unless that payment is received by credit card.
- 2.3. Burden's may charge liquidated damages at a rate equivalent to 5% in excess of the rate of interest for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983* and calculated daily if payment is not made by the due date.
- 2.4. The Customer is liable for all reasonable expenses and legal costs incurred by Burden's on a solicitor and own client basis for enforcement of obligations and recovery of monies due from the Customer to Burden's.
- 2.5. Unless otherwise specifically agreed, the Customer must not set-off against any debt owing to Burden's arising out of this Agreement.
- 2.6. Burden's, at its absolute discretion, may (but is under no obligation to) extend the credit advanced to a Customer beyond the credit set for the Customer pursuant to this Agreement ("Credit Limit"), without notifying the Customer.

- 2.7. The Customer acknowledges and agrees that it is at all times the Customer's responsibility to know how much credit has been extended to them by Burden's at any given time.
- 2.8. If a request is made in writing by the Customer, Burden's will provide details of the credit extended to the Customer as at the date the request is made. Such details will be provided by Burden's at any given time.
- 2.9. The Customer is liable for the total sum of the credit extended by Burden's to the Customer including any credit that exceeds the Customer's Credit Limit.

3. Quotations and Pricing

If Burden's provides a Quotation for Services/Goods requested by the Customer:

- 3.1. Such Quotations are open for acceptance for 14 days from the date of quotations. After this time the Quotations may be varied.
- 3.2. All prices quoted are net of 30 day settlement discount.
- 3.3. All prices are based on taxes and statutory charges current at the time of quotation. Should these vary during the period from date of quotation to the date of invoice the difference will become the responsibility of the Customer and the Customer will be invoiced for the extra charge by Burden's.
- 3.4. Goods supplied will be invoiced upon availability.
- 3.5. Goods supplied and held by Burdens for longer than 30 days shall be returned to the supplier and recharged to the customer by way of a re-stocking and handling charge or 25% of the purchase price whichever the greater. After 30 days items deemed non-returnable shall be charged to the customer in full and those items shall be offered for sale to the public. Proceeds recovered from the sale shall be deducted from the customer charge less handling fees.

4 Delivery & Supply

- 4.1. Any times quoted for delivery are estimates only and Burden's will not be liable for failure to deliver, or for delay in delivery.
- 4.2. The Customer must accept and pay for Goods, despite any delay in delivery or dispatch.

- 4.3 Burden's reserves the right to stop supply at any time if the Customer fails to comply with the Terms.
- 4.4 Where relevant, the Customer must ensure that Burden's, its servants and agents have full and safe access to the Customer's premises and any necessary equipment, materials and information.
- 4.5 Any services to be provided by the Supplier will be:
 - 4.5.1 Deemed to be complete when the Supplier has certified that the Services have been completed; and
 - 4.5.2 Limited to the specific retainer as agreed between the Parties.

5 Property

Until further payment has been made for all Goods supplied by Burden's under these Terms ("Goods") and any other sums in any way outstanding from the Customer to Burden's from time to time:

- 5.1 All sums outstanding become immediately due and payable by the Customer to Burden's if the Customer makes default in paying any other sums due to Burden's, becomes bankrupt, or commits any act of bankruptcy, compounds with its creditors, has judgment entered against it in any Court or, being a company, has a Provisional Liquidator, Liquidator, Receiver, Manager or Administrator appointed despite the provisions of Clause 2.
- 5.2 The property in the Goods does not pass to the Customer and the Customer must hold the Goods as Bailee for Burden's (returning the Goods to Burden's on request). The Goods will nevertheless be at the risk of the Customer from the time of delivery to the Customer or its nominated agent or collection of the Goods from Burden's.
- 5.3 The Customer is only authorised to sell the Goods to third parties on behalf of Burden's. All payments received from third parties by the Customer for the Goods must be held on trust for Burden's pursuant to the Bailee/Bailor relationship.
- 5.4 Burden's is irrevocably authorised to enter any premises where the Goods are kept, and to use the name of the Customer and to act on its behalf, if necessary, to recover possession of the Goods.

6 Returns

The Customer is not entitled to return the supplied Goods to the Supplier unless Burden's consents to the return of the Goods and subject to the following conditions:

- 6.1. The Goods must be returned in unused condition in undamaged packaging.
- 6.2. The Goods must be returned within one month of purchase.
- 6.3. The Customer must have the original invoice number when returning the Goods.
- 6.4. Goods made for the order of the Customer are not returnable.
- 6.5. If Burden's consents to the return of the Goods and the manufacturer issues a charge, the charge will become the responsibility of the Customer and the Customer will be invoiced for the charge by Burden's.
- 6.6. If Burden's consents to the return of the Goods, Burden's may impose a handling charge calculated at 15% of the original price of the Goods.

7 Privacy Act 1988

To enable Burden's to assess the Customer's application for credit, the Customer authorises Burden's:

- 7.1 To obtain from a credit reporting agency, a credit report containing personal information about the Customer and its guarantors pursuant to Section 18K(1)(b) of the Privacy Act;
- 7.2 To obtain a report from a credit reporting agency and other information in relation to the Customer's commercial credit activities.

AND in accordance with Section 18N(1)(b) of the Privacy Act, the Customer authorises Burden's to give to and obtain from any credit provider named in the accompanying credit application and credit providers that may be named in a credit report issued by a credit reporting agency, information about the Customer's credit arrangements. The Customer understands that this information can include any information about its 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.

The Customer understands the information can be used for the following purposes:

- 7.3 To assess its application for credit [Section 18L(4) Privacy Act]:
 - 7.3.1 To assist it to avoid defaulting on its credit obligations.
 - 7.3.2 To notify other credit providers of a default by it.
 - 7.3.3 To assess its credit worthiness.

8 Notification

The Customer must notify Burden's in writing within 7 days of:

- 8.1 Any alteration of the name or ownership of the Customer.
- 8.2 The issue of any legal proceedings against the Customer.
- 8.3 The appointment of any Provisional Liquidator, Liquidator, Receiver, Receiver Manager or Administrator to the Customer.
- 8.4 Any change in the ownership of the business name of the Customer. The Customer agrees that it will be liable to Burden's for all Goods supplied to the new owner by Burden's until notice of any such change is received.

9. Warranties and Indemnity

All Customers warrant that they have received the Goods for the purposes of a business and/or for re-supply in trade and:

- 9.1 Burden's gives no warranty that Goods are fit for any particular purpose and all other conditions, warranties and representations whether expressed, implied or statutory are excluded.
- 9.2 Burden's will not be liable for any consequential indirect or special damage or loss of any kind whatsoever.
- 9.3 No claims or return of Goods in respect of such a sale need be recognised unless authorised by Burden's within 21 days of delivery to the Customer.
- 9.4 Liability of Burden's for any loss/damage/injury from any defect or non-compliance of Goods sold is limited to repair, replacement or damages (not exceeding the invoice value) at the option of Burden's.
- 9.5 Any statement or representation made expressly or implied by Burden's or its servants or agents is made in good faith on the basis that neither Burden's nor its servants or agents take the responsibility for that statement or representation, nor will Burden's or its servants or agents be liable in respect of any such statement or representation, whether by reason of negligence or for any reason whatsoever, and the entire agreement between the parties is merged herein.
- 9.6 The Customer indemnifies Burden's from all claims made on Burden's arising from or in relation to Burden's properly carrying out Burden's obligations under this Agreement.

10. Equitable Charge

The Customer as beneficial owner and/or registered proprietor now charges in favour of Burden's all of the Customer's estate and interest in any real property to secure payment of accounts rendered by Burden's to the Customer for the delivery and/or supply of the Goods including interest payable on these accounts and costs (including legal costs on a full indemnity basis) incurred by Burden's.

11. Legal Construction

These Terms are governed and interpreted according to the laws of Victoria and Burden's and the Customer consent and submit to the jurisdiction of the Courts of Victoria. Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that the provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms will continue in full force and effect.