

Furnin Pty Ltd T/A **Seymour Building Supplies**

ABN: 64 002 889 376 327 Victoria Rd, Gladesville NSW 2111

Main: (02) 9816 5999 Accounts: (02) 9816 5272 Email: enquiries@seymourbuildingsupplies.com.au Web: www.seymourbuildingsupplies.com.au

CREDIT ACCOUNT APPLICATION

					or made overlear or attached.				
Customer's Details:	☐ Individual ☐ So	ole Trader	☐ Trust [□ Partnership □	I Company ☐ Other:				
Full or Legal Name:									
Trading Name (if differ	ent from above):				State:				
Physical Address:	Physical Address:					Postcode:			
Billing Address:		State:	Postcode:						
Email Address:									
Phone No:			Mobile No:						
Personal Details: (please complete if you are an Individual)									
D.O.B. Driver's Licence No (Copy to be attached):									
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)									
ABN:		ACN:			Date Established (current	t owners):			
Nature of Business:									
Paid Up Capital: \$		Estima	ted Monthly Pur	chases: \$	Credit Limit Required	1: \$			
Principal Place of Busi	ness is: Rented [Owned	☐ Mortgaged	(to whom):					
Directors / Owners /	Trustee (if more than tv	vo, please	attach a separa	te sheet)					
(1) Full Name:		D.O.B.							
Private Address:					State:	Postcode:			
Driver's Licence No: Phone No:					Mobile No:				
(2) Full Name:			D.O.B.						
Private Address:					State:	Postcode:			
Driver's Licence No:		Pho	one No:		Mobile No:	-			
Account Terms:	I 30 Days								
Purchase Order Requi	•	□N	0	INVOICES AND	STATEMENTS TO BE EMA	ILED			
Accounts Email Addres					<u> </u>				
Accounts Contact:				Phone No:					
Bank and Branch:					Account No:				
Trade References: (p)	lease provide companies	that are wil	ling to do trade re	eferences)					
Trade References: (please provide companies that are willing to do trade references) Supplier's Name: Address: Phone / Email:									
1.				50.	THORE	/ Linaii.			
2.									
3.									
TERMS AND CONDITION	ONS OF TRADE (over	rleaf or at redit Acco	tached) of Furr unt Application	nin Pty Ltd T/A Seg	application for credit. I have ymour Building Supplies whound by these conditions.	nich form part of, and are			
SIGNED (CUSTOMER):				SIGNED (SELLER):					
				Name:					
Position:				Position:					
				Date:					
OFFICE USE ONLY									
Account No.	CREDIT LIMIT		AP	PROVED BY	MATRIX	DATE			
	\$					1 1			

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Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Furnin Pty Ltd T/A Seymour Building Supplies and its successors and assigns ("the Seller") 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:

- GUARANTEE the due and punctual payment to the Seller of all monies which are now owing to the Seller by the Customer and all further sums of money from time to time owing to the Seller by the Customer in respect of goods and services supplied or to be supplied by the Seller to the Customer or any other liability of the Customer to the Seller, and the due observance and performance by the Customer of all its obligations contained or implied in any contract or agreement with the Seller, 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 the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller. In consideration of the Seller 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 this Guarantee and Indemnity (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 the Seller registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints the Seller and each director of the Seller 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 the Seller may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; register any other document required to be registered by the PPSA or any other law; or
 - (b)
- correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY the Seller 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, the Seller in connection with:
 - the supply of goods and/or services to the Customer; or
 - the recovery of monies owing to the Seller by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Seller's nominees contract default fee and legal costs; or
 - monies paid by the Seller with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- I/We have received, read and understood the Seller's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- 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 all monies owing to the Seller by the Customer and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller'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 the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.

 The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced or affected by:

 (a) any alteration, modification, variation or addition to any contract or agreement in respect of the supply of goods and/or services;

 (a) the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Customer;
- (b) any other act, omission or event which, but for this provision, might operate to discharge, impair or otherwise affect any obligations under this Guarantee and Indemnity of any of the rights, posers or remedies conferred by this Guarantee and Indemnity or by law.

 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, the obligations and agreements on the part of the Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.
- 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 the Seller.

 I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes.
- I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Seller as a result of this Guarantee and Indemnity being actioned by the Seller.
- The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the subsequent enforcement of the same.

For and on behalf of the Customer I/We confirm I/We have read, understood and accept the terms of this Guarantee and Indemnity and I/We agree to be bound by this Guarantee and Indemnity.

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 proprietary limited company, the Guarantor(s) must be the director(s) of the company.

- 2. If the Customer is a limited partnership, the Guarantor(s) must be the general partners
- 3. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
- 4. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

Seymour Building Supplies – Terms & Conditions of Trade Tryacy Policy ments, images or other recorded information had or Asen by the Celler in Personal Information as defined and referred to in clause 20.3 and therefore considered condidental Information. The Seller acknowledges is to obligation in religion to the heading the Privacy Act 1986. The Act including the Privacy Act 1986 the Act including the Privacy Act 1986. The Act including the Privacy Act 1986 the Act including the Privacy Act 1986. The Act including the Privacy Act 1986 the Act including the Privacy Act 1986. The Act including the Privacy Act 1986 the Act including the Privacy Act 1986. The Act including the Privacy Act 1986 the Act including the Privacy Act 1986. The Act including the Privacy Act 1986 the Act including the Privacy Act 1986. The Act Including the Privacy Act 1986 the Act Definitions.

Clustomer means the person's, entities or any person acting on behalf of and with the authority of the Customer requesting the Selfer to provide the Services as specified in any proposal, quotation, order, invoice or other pocumentation, and:

is a reference to each a customer and customer to the customer and customer to the customer and cu thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices; the date specified on any invoice or other form as being the date to payment; or alling any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Seller; statement in relation to a security inferest on the Personal Perso Customer jointly and severally; and severally; and the Customer jointly and severally; and severally; and severally; and severally; and severally it shall bind each partner jointly gays Tollowing the date or any involve given to une cusanitor by the Steller per made by rhoque, electronicol-in be banking, credit card mit surcharge may apply see, transaction) or by any other method as agreed to between the Customer and the Seller. The Seller may in its discretion allocate any payment received from the Customer and words any myour better the Seller determines and may do so at the time of feeding or at any time attenuates. On any previously received and allocated, in the absence of any dayment previously received and allocated. In the absence of any dayment allocation by the Seller, payment will be deemed to be allocated in such maniper as preserves the maximum value of the Seller's purchase Money Security interest (as defined in the PDA) in the GOODS. and severally, and a perusersing, a notion of the Customer's possible and severally, and fifthe Customer's on behalf of or part of, a Trust, shall be bound in its own capacity as a trustee, and includes the Customer's executors, administrators, successors 7.7 and severally, and (i) If the Customer's on behalf or card of, a Trust, shall be bound (ii) If the Customer's on behalf or card of, a Trust, shall be bound (ii) includes the Customer's executors, administrators, successors and permitted assigns, and conditions contained herein together the control of the Purchase Waney Security Theires (as defined in the PSA) their be coods.

The Listomer shall not be entitled to set of against. Or deduct from the cook of the cook The Seller and the Customer agree that sections 96.1115 and 125 of the PSA do not apply to the security agreement created by these the PSA do not apply to the security agreement created by these the Customer wayes, their notes to receive notices under sections 51.18.12(14).130.12(2)(16) and 132(4) of the PSA does not secure the Customer wayes their notes of the PSA does not secure the Customer wayes their grint receive, a verification statement in accordance wayes their grint receive, a verification statement in accordance wayes their grint receive, a verification statement in accordance wayes their grint receive, a verification statement in accordance wayes their grint receive, a verification statement in accordance and the class of the contraction of the contraction of the contracting out of any of the provisions of the PSA. The Colstamer agrees, that the Seller may exchange information about the Customer with those credit providers and with related body corporates for the following purposes.

In control of the colstant of the Igediangsable (or his dispersion of the contracts shall be seen (sooks and Services Jax as defiging which the A New as system (Goods and Services Jax) Act (1997 (Chi)). The contract he mice people by the contract of the co provisions of the PPSA.

Security and Charge
In consideration of the Seller, agreeing to supply the Goods, the
Customer charges at or its rights the and telester (whether joint or
customer charges at or its rights the and telester (whether joint or
covered by the Customer either now or in the titute, and the customer
grants a security interest in all of, its present and after-acquired
the Seller's security interest over the Customer on the PPSA, in
secure the performance by the Customer on the PPSA, in
secure the performance by the Customer on the person and
reset terms and conditions (including, but not limited to; the payment
the Customer index of the Customer on the payment
the Customer index of the Customer on the payment
the Customer index of the Customer on the payment
costs and disbursements including legal costs of a solicitor and own
control in exercising the Seller's rights under this
clause. expressly included in the Price.

Belivery (Delivery)

Belivery (Belivery)

Belivery (Beliver 17 1.8 3.1 clause.

The Customer irrevocably appoints the Seller and each director of the Seller as the Customer's true and lawful attorney's to perform all necessary, acts to give effect to the provisions of this clause 14 including but not limited to, signing any document on the Customer's behalf. The Seller may deliver the Goots in separate instalments. Each 14.3 separate instalment shall be involved and paid in accordance with the Customer must late believer by recision or collection of the Goots whenever they are taggered to Delivery. Any time specified by the Seller for Delivery or the Goots is an estimate only and the Seller will not be table to any loss or damage 15. Any time specified by the Seller for Delivery or the Goots is an estimate only and the Seller will not be table to any loss or damage 15. Only parties agree that they shall make every endeavour to enable 15.1 the Goots to be delivered at the time and place as was arranged between both parties. In the event that the Seller is unable to supply the Goots are parties solver the to any action or inaction of the left of the Customer shall take left will be offered as the seller in the seller is unable to the control of the Lestomer shall take delivery of the Goots tendered notwithstanding that the quantity so delivered shall be either greater of tesser than the quantity purposed provided that, Manual and the seller is unable to the seller is unable to the other seller is unable to the seller in the seller in the seller is unable to the seller in the seller is unable to the seller in the seller in the seller is unable to the seller in the seller in the seller is unable to the seller in the seller in the seller is unable to the seller in the seller in the seller in the seller is unable to the seller in the seller in the seller in the seller is unable to the seller in the sel Clast may only be americed in willing by the consent or both 8.5. Clastomer acknowledges and accepts that the surply of Goods or credit shall not take effect, until the 8.6. Customer has completed a credit application with the Seller and it has been approved with a credit limit established for the account; and Goods for accepted orders may be subject to the surply and the amplity and the ampli Defects Warraties and Returns, Competition and Consumer The Cushrer must inspect the Goods on Delivery and must within seven (7) days of Delivery notify the Seller in writing of any evident feet of the Goods of the Cushrer must seller in writing of any evident description of a ducile. He cushrer must notify any other alleged defect in the Goods as soon as reasonably possible after any storing the Goods as soon as reasonably possible after any storing the Goods as soon as reasonably possible after any storing the Goods and Comproved the Comproved the Comproved the Goods and Comproved the Comproved available: the Seller reserves the right to vary the Price with the event that, the event that the product scopes the payment terms, the Seller in the product scopes the payment terms, the Seller objects of the product scopes that the product scopes that the product scope scopes that the seller code, description, usuarity and haplevery address are correct, productions of descriptions (if any) expressly listed or set out on 9, which is not a scope scope that the product scope sc kk of damage to or loss of the Goods passes to the Customer on livery and the Customer must insure the Goods on or before 15.4 the Goods are damaged or destroyed following Delivery but ownership passing to the Customer, the Seller is entitled to all insurance proceeds payable for the Goods. The lon of these terms and conditions by the Seller is sufficient e of the Seller's rights to receive the insurance proceeds the need for any person dealing with the Seller to make anounces. Seller's Tightilty is limited to the extent permitted by section nAA or the Conference of the Conferen The Customer shall have the right to request (by e-mail) from the seller customer than the customer retained (a) by the Seeler and the right to request that the Seller correct any incorrect Personal information, and remained (b) that the Seller does not disclose any fer marketing that the Seller does not disclose any fer marketing that the Seller does not disclose any fer marketing that the Seller does not disclose any fer marketing that the Seller does not disclose any fer marketing that the Seller does not disclose any fer marketing that the Seller does not disclose any fer marketing that the Seller does not disclose a few disclose and the Seller does not disclose a few disclose and the Seller does not disclose a few disclose and the Seller does not disclose a few disclose and the Seller does not disclose a few disclose and the Seller does not disclose a few disclose and the Seller does not disclose a few disclose and the Seller does not disclose a few disclose and the Seller does not disclose a few disclose and the Seller does not disclose a few disclose and the Seller does not disclose a few disclose and the Seller does not disclose and the Seller does not disclose a few disclose and the Seller does not disclose a few disclose and the Seller does not disclose and the Seller does not disclose a few disclose and the Seller does not disclose and the Seller does n Cystomer acknowledges that: || Justifiers | Lies | of that Act or any respursable.

Authorised Representatives.
The Customer acknowledges that the Seller shall (for the duration of the Services) laise duredly with one (1) authorised representative, after but authority of the Customer to order, any Services, Clogos and order or customer shall represent the services of the Seller for all customers actives the services of the Seller for all customers accepts that they will be solely label to the Seller for all customers accepts that they will be solely label to the Seller for all customers accepts that they will be solely label to the Seller for all customers accepts that they will be solely label to the Seller for all customers accepts that they will be solely label to the Seller for all customers. h in writing by the Seller, stone of sale by description in writing by the Seller, stomer shall be responsible for ensuring that the Goods are suitable for their intended use; and supplied may: 18 The Customer's complete with the provisions of dataset 15; 20.1.

19 The State is the provision of the code are defective and of the codes are returned within a reasonable time at the customer society that cost is not suprinced, in an expenditure of the codes are returned in as dose a condition to that in which codes are returned in as dose a condition to that in which codes are returned in as dose a condition to the code and the codes are returned in as dose a condition to the code and the codes are returned in as dose a condition to the code and the codes are returned to a second or provided to the code and the codes are returned to a code and the code an f may: nations in texture, shade, colour, surface, finish, veining, and contain natural fissures, occlusions, "Solidity Variations in texture, should, when you wanted in markings, yearing, and contain natural fissures, occlusions, and indentations, and short as a result of exposure to heat, 15.9 odd, weather, and short as a result of exposure to heat, 15.9 odd, weather, and short and the exposure to certain substances, and contain the exposure of the certain substances, and the stand of the help their principles of the stand of the help their principles of the stand of the help their principles of the stand of the Service of Notices.
Any written notice given under this Contract shall be deemed to have Any written notice given under this Contract shall be deemed to nave been given and releaved.

(B) by bending the quickes to the other party in person;

(B) by bending the quickes of the other party as stated in this Contract;

(c) by sending it by registered post to the address of the other party as stated in this contract;

(d) sending it by registered post to the address of the other party as stated in this Contract (if any), on receipt of contimination of the transmission; last known email address of the contract of the party sending the part and Omissions ustomer acknowledges and accepts that the Seller shall, i prejudice, accept no liability in respect of any alleged or 9.5 was a more many to missurcons listed on the Selfer's the bolling of a nestimate or undation for the supply of Goods molyest the Selfer estimating measurements and quantities. It shall be the regionality of the Customer to yearly the accuracy of the Customer places an order based on such estimate or accepts such Sociality. Customer places an order based on such estimate or accepts such Sociality. Customer require any changes to the Selfer's estimated measurements and quantities, the Customer shall require study pranages in writing, in the case of a sestimate before placing and acceptance of that quantities. of post, the notice would have been delivered.

Tursts.
If the Customer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any frust if Tirst.) then whether or not title Seller may have notice of the Trust, the Customer of the Customer cess
e. Customer shall ensure that the Seller has clear and free access
e. Customer shall ensure that the Seller shall not be liable for any
selfect delivery of the Cooks. The Seller shall not be liable for any
sold and the seller shall be seller that the seller shall be seller.
The seller shall unless due for the negligence of the Seller.
It is the responsibility of the Customer, to ensure that access is
table to accept the weight of ideal mucks, unloquing or other litting
upment as may be deemed necessary by the Seller. for credit or return. Intellectual Property Where the Seller has designed, drawn or developed Goods for the Customer, then the copyright in any, designs, and, drawings, and occuments shall remain the property of the Seller index no without the express written approval of the Seller. The Customer warrants, that all designs, specifications, or without the express written approval of the Seller. The Customer warrants that all designs, specifications or without the seller was the seller of the Customer warrants, that all designs, specifications or without the seller was the seller of the Customer agrees to indemnify the Seller against any action taken by a timp party against the Seller in respect the Customer agrees that the Seller may (at no cost) use for the purposes of marketing or entry in our you opper time, drawings or Goods which the Seller has created for the Customer agrees, trawings or Goods which the Seller has created for the Customer agrees. equipment as rialy be defemed necessary by the Seller.

Compliance with Jave.

The Quistorner and the Seller shall comply with the provisions of all statutes, regulations and by the year of government, local and other public authorities that may be applicable to the Services of any other fleewint sleetly sapranges or legislation peraining to the Services in the public authorities that may be required for the Services including, but not limited to, any taxes, dutiles, levels, customs and including, but not limited to, any taxes, dutiles, levels, customs and including, but not limited to, any taxes, dutiles, levels, customs and list like Customer's responsibility to ensure that all applicable work. It is the Customer's responsibility to ensure that all applicable work. It is the Customer's responsibility to ensure that all applicable work. It is the Customer's responsibility to ensure that all applicable work. It is the customer of the services of the cooks of the services of the cooks of the services of the cooks of t Clause.

On-Line Ordering

The Customer acknowledges and agrees that:
(a) the Seller does not guarantee the website's performance;
(b) display on the website does not guarantee the availability of any particular Goods, therefore, all orders placed brough the grapate shall be subject to continuation of acceptance by the (w) any resettlement of the trust property.

General

Any discusse of difference arising as to the interpretation of these
terms and conditions or as to any matter arising herein, shall be
suffered to the property of the conditions of the settlement of the conditions of the conditi Default and Consequences of Default interest on overtule invoices shall accord daily from the date when 23, interest on overtule invoices shall accord daily from the date when 23 and a half percent (2.5%) per genderar morth (and at the Seller's spile discretion such interest shall compound monthly at such a rate) after a swell as better any judgment, money the Customer shall indemnity the Seller from and against all costs and discussements incurred by the seller in recovering the debt (including but not limited to milenal administration less legal costs on a solicity and own 23.2 [percent of the cost of the cos or-line, ordering, may be unavailable from time to time for regularly scheduled maintenance and/or upgrades, the part of the p ne, ordering, may be unavailable from time to time for larly scheduled maintenance and/or upgrades; are inherent hazards in electronic distribution, and as such piert basis, the Selier's contract Default ree, and bank dishonour Entitle to any other indh so remedies the Selier may have under this Contract, if a Customer has made payment to the Selier, and the transaction is subsequently represed the Customer stail be liable to the selier of copinection with any act of omission of the Customer in respect of its 17.3 obligations pursuant to this cause the state of the coods shall be customer has paid the Seller all amounts owing to the Seller and the Customer has paid the Seller all amounts owing to the Seller and the Customer has paid the Seller all amounts owing to the Seller and the Customer has per all of its other obligations to the Seller and the Customer has per all of its other obligations to the Seller and the Customer has per all of its other obligations to the Seller and the Customer has been thought of the Goods passes to the Is under a great that unit operating of the Goods passes to the Is under a great that unit operating of the Goods and must return the Coods be the Seller of the Customer's insurance of the Customer's of any insurance in the event of the Goods of any insurance of the Coods being only insurance of the Customer's of any insurance of the Customer's insurance of the Customer's of any insurance of the Customer's peller of the Customer's peller and the Customer sells, disposes or other than in the ordinary outres of the Customer sells, disposes of the Customer's office of the Seller on demand; and the Customer shall not observe or cream the resulting of the Customer's office of the Seller on the seller and must say of seller on the seller of the Seller on the Customer's office of the Seller on the Seller eudiced of impaired.

In selection and only contract to which they apply all be governed by the laws of Ney South Wales and are subject the jurisdiction of the courts in Stoyley, Ney South Wales. This subject is the laws of the court of the Client (even if they be the court of the Client suprichase order) or the Client (even if they be court of the Clients purchase order) or the Client (even if they be court of the Clients purchase order) or the court of the Clients purchase order) or the court of the Clients purchase order in the court of the Clients and conditions of the court of t Silve the control of the Customer will be unable to make a population of the customer has exceeded any applicable credit limit provided by the Seller. The Customer has exceeded any applicable credit limit provided by the Seller. The Customer becomes insolvent, convenes a meeting with this creditors on proposes or enters into an arrangement, with a creditors, or nakes an assignment for the benefit of streaming 23.6. Price and Payment.
At the Seller's sole discretion, the Price shall be either:
(a) as indicated on any invoice provided by the Seller to the
(b) the price at the date of Delivery of the Goods according to
(c) the Seller's at the date of Delivery of the Goods according to
(c) the Seller's act the date of Seller's to the Seller's sourced price list, or
(c) the Seller's sourced price Student or County Seller's seller Price and Payment.
At the Seller's sole discretion, the Price shall be either:
(a) as indicated on any invoice provided by the Seller to the the Seller may licence and recessing and received and the control and on obligations under the Conflact without the Customers of the Seller may elect to subcontract out any part of the Sevices but the Seller may elect to subcontract out any part of the Seller seller from the Seller may elect to subcontract out any part of the Sevices but the Seller seller may elect to subcontract out any part of the Seller seller may elect the Seller seller may be subcontracted to subcontrol the Seller seller may be subcontrol to the Seller may be subcontrol to t or a receiver, manager, liquidator (provisional or otherwise) or 23.7 similar person is appointed in respect of the Customer or any asset of the Customer. Cancellation Without group of the remedies the Seller may have, if at whithout group of the customer is in breach of any photograph on the customer as in breach of any photograph on the customer of the customer of the customer of the customer. The seller will not be fusioner. The seller will not be fusioner of the customer of the cu Selief will inty be leave to be Selier has exercised its rights under classioner suffers because the Selier has exercised its rights under classification of the Selier may cancel pluy contract to which these terms and conditions apply or cancel believery of Goods at any time before the Goods are delivered by giving written police to the Customer. On the Goods are delivered by giving written police to the Customer of the Goods in the Selies will not be provided to the Customer for the Goods in the Selies will not be provided to rainy loss or damage whatsoever arising from such rapical solid in the event that the Customer cancels Delivery of Goods the Customer shall be lable for any and all loss incurred (whether circle) and continuing bur plut milled to, and loss of profiles. Cancellation of orders for Goods, made to the cancellation Cancellation or orders for Goods, made to the Customer's specifications or for pron-Stocklist items, will definitley not be 23.11 aposphed once production has commenced, or an order has been placed. security agreement, and security interest has the meaning given to 10 th the FLSA to the security interest has the meaning given to 10 the program of the pr 1989.

At the Seller's sole discretion, if there are any disputes or dains for ungate Goods and/or Services then the provisions of the Building and Construction Industry Security of Paymers Act 1999 may above. Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Building and, Construction Industry Security of Paymerts Act 1999 or New South Wales, except to the extent perfect of the Act where applicable. 7.4