# **CUSTOMER INFORMATION FORM**

## **Trade Cash Customers**

Please complete all sections **in block letters only** and read the Terms and Conditions overleaf or attached. Failure to fill in blanks WILL delay processing. Return via F: 02 8868 6773 E:accounts@dougsmithspares.com.au

Company Name:					
Trading Name:					
ABN No. ACN No.	N No. ACN No.				
Contact Person/s:					
Postal Address:	State:	Postcode:			
Delivery Address:	State:	Postcode:			
Email Address:					
Phone/Mobile No. Fax No.					
In order to allow us to provide a better service to you, please tell us a little about your business:					
Nature of Business: ☐ Appliance ☐ Service ☐ Electrical ☐ Plumbing ☐ Refrigeration ☐ Other:					
Who do you currently buy parts from?					
What type of appliances do you service: ☐ Washers / Dryers ☐ Dishwashers ☐ Domestic Refrigeration ☐ Commercial Refrigeration ☐ Air Conditioning ☐ Washers ☐ Stoves (Gas) ☐ Hot Water ☐ Stoves (Electric) ☐ Electrical ☐ Plumbing ☐ Gas ☐ Microwaves ☐ Vacuums ☐ Other:					
Do you recondition appliances? ☐ Yes ☐ No ☐ Do you sell fac	ory seconds? ☐ Yes I	seconds? ☐ Yes ☐ No			
If yes (above), which brands?					
What sort of business do you have: ☐ Work From Home ☐ Shop ☐ Factory Unit ☐ Other:					
How many service vans do you have: Estimated Spe	Estimated Spend on Spare Parts (no min.): \$				
Notes:					
CREDIT CARD AUTHORISATION  The purpose of this new payment facility is to streamline purchases at the counter and over the phone. Once an order is placed in our system, either by phone or over the counter, we will no longer require your card for swiping, to complete the transaction. The Credit Card details on file will be used to purchase the Goods automatically, creating a quicker and easier transaction.					
This Information will not be used for any other purpose and is stored securely within your account only.					
Type of Card: ☐ MasterCard ☐ Visa Cardholders Name:					
Card Number:	Expiry Date: /	CCV:			
I declare that I am the owner of the above credit card, and I hereby authorise the Seller to:  (a) place these credit card details on file for use of purchasing Goods only; and  (b) charge the purchase of Goods to this credit card.  I acknowledge that the Seller may terminate this request at any time by written or verbal notice and I must adopt an alternative method of					
payment.	D. (				
Cardholders Signature: Date:					

Note: This form will only entitle you to trade cash sales, it does not entitle you to have a credit account with the Seller. If you require a 30 Day Account, please request a Credit Account Application from any of our branches or download from our website. There is no price difference between trade cash and credit account customers.

OFFICE USE ONLY			
CUSTOMER NO.	ELECTRICAL LICENSE CHECK	CHECKED BY:	DATE
	☐ Yes ☐ No		1 1

### **Terms and Conditions**

Definitions

"Seller" means Lubon Holdings Pty Ltd T/A Doug Smith Spares AND NQ Appliance Spares, its successors and assigns or any person acting on behalf of and with the authority of Lubon & Holdings Pty Ltd T/A Doug Smith Spares AND NQ Appliance Spares.

"Customer" means the person's buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and 6.2 12

order, and in thete is those that one distance is a relicional to deal observable.

"Coods' means all Goods or Services supplied by the Seller to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).

"Price" means the Price payable for the Goods as agreed between the Seller and the 6.3 Customer in accordance with clause 4 below. 1.3

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Price' means the Price payable for the Goods as agreed between the other than the Customer in accordance with clause 4 below.

Acceptance
The Customer is taken to have exclusively accepted and is immediately bound, jointly and 7, 1 severally, by these terms and conditions if the Customer places an order for Goods, accepts 7, 1 believely or when expourser is made for the Goods with the Seller's consent in writing and shall prevail to the extend of any inconsistency with any other document or agreement 7, 2 between the Customer and the Seller. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act. Whilst the Seller ties to accommodate the Customer's needs, the Seller is forbidden from offering fittem that divice, particularly where electrical components are concerned. Any information given to the Customer is of a general nature only, and is not to be construed as advice. It is the responsibility of the Customer to ensure that if or any third party contracted by the Customer joessesses the necessary skills required to fit the Goods. Due to the Supplier's endeavours to comply with the National Consumer Protection laws, the Supplier cannot and will not diagnose faults on any machine for the Customer, no matter how obvious it sounds to the Supplier. The Customer will need to advise us of the description of the Goods it wishes to purchase, and the Supplier will make its best endeavours to identify the Goods requested. The Supplier cannot supplier cannot such as a construction of the Supplier supplier and the Supplier will make the Customer is beautify the Goods are required, the Goods required, the Goods required to the fault of any machine. If the Customer is sustained which is a supplier strongly recommends that the services of a tradesperson be employed (and in the state of Queenshand we are required by the Customer i

Change in Control

Record State of the Customer Stall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by the Seller as a result of the Customer's failure to comply with this clause.

8.3

Price and Payment
At the Seller's sole discretion:
(a) the Price shall be as indicated on any invoice provided by the Seller to the Custor
Order numbers will usually be shown on invoices if they are furnished by the Custor

and a non-refundable deposit may be required.

a non-refundable deposit may be required.

be for payment for the Goods being of the essence, the Price will be payable by the stomer on the date's determined by the Seller, which may be the date specified on any invoice or other form as being the date for payment, or failing any notice to the contrary, the date which is thirty (30) days following the end of the month of the date of any invoice's and/or statement furnished to the Customer by the Seller.

the month of the date of any invoice/s and/or statement furnished to the Customer by the Seller. Payment may be made by cash, EFTPOS, credit card (plus a surcharge of up to two and a half percent (25%) of the Price, direct debit, cheque (by prior arrangement and only for clients on a credit account), or by any other method as agreed to between the Customer and the Seller. Credit card payments are accepted over the phone, internet or fax, as well as at the counter. By providing the Seller with credit card details, the Client agrees to all charges (whether or not a signature appears on a docket) and to honour all agreements with its credit provider, warrants that it is the legitimate holder of the card, and that it is acting lawfully brighting those details to the Seller. Seniors Discount: The Seller offers discount of the percent (5%) of the Price to eligible holders of seniors cards (over fitty-five (55) years of age and no longer working). The card 8.5 must be in the name of the Customer and must be presented at the time of order placement. By requesting a trade discount, a region of the contractors 8.6 license must be produced at the time of order placement. By requesting a trade discount, the 8.7 the purpose of resale, and in doing so the Customer is torgoing some nights as a Consumer's A trade discount may be given to holders of electrical contractors licenses or legitimate 8.8 members of the appliance repair inclustry actively involved in the repair of appliance for 8.8. 4.3

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payment.

By Credit Accounts: The Supplier's experience has shown that some groups of customers present higher credit risks than others. It is no personal judgement on the g. Customer present higher credit risks than others. It is no personal judgement on the g. Customer that the Supplier applies the following restrictions on thirty (30) day credit 9.1.

ounts:

no credit terms are available to businesses located in Orange (NSW), businesses outside of Australia, businesses trading in Australia but operated by a company whose Directors reside outside of Australia, businesses who fail to properly identify their Directors on the Credit Account Application, and electrical wholesalers; or credit limit restrictions apply to hardware stores, and proprietary limited companies (unless Personal Guarantees are completed and signed by the Directors); or Personal Guarantees must be completed and signed by trustees of any businesses 9,3 owned by trusts.

(c)

(unless Personal Cuarantees are completed and signed by the Unrecoxs), or (c) Personal Guarantees must be completed and signed by trustees of any businesses owned by trusts;
(d) thinty (30) day credit accounts may be paid by credit card (MasterCard or Visa) on completion of a Credit Card Authorisation Form. By completing and signing such form, the Customer acknowledges and agrees that the account being paid by credit card must be finalised in full before the close of each month. The Customer will then be sent a statement showing the invoicels for the month, a payment on the last day, and an outstanding balance of zero. Should any payment not be met, the Supplier may (at its sole discretion) enflore any right/ternedy conferred thereto under clause 11.

Buy-In Goods: all specially procured Goods must be paid for in full at the time of ordering, and are (subject to diause 101) non-returnable and non-refundable. Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to the Seller an amount equal to any GST the Seller must pay for any supply by the Seller under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and dufes that may be applicable in addition to the Price except where they are expressly included in the Price.

Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then the Seller's any forths and womenship in relation to the Goods, and this agreement, shall continue. Credit Notes: Credit will be raised on the day that they are processed, and may not be assigned to the balance outstanding for the month that the Goods were purchased.

4.10

Delivery Delivery of the Goods ("Delivery") is taken to occur at the time that:
(a) the Customer or the Customer's nominated carrier takes possession of the Goods at the 10.7 Seller's address; or (b) the Seller (or the Seller's nominated carrier) delivers the Goods to the Customer's

(b) the Seller (or the Seller's nominated carrier) delivers the Goods to the Customer's nominated address, even if the Customer is not present at the address. The Goods will be delivered by courier, at the Customer's request. Any orders over the value of two hundred dollars (250.0 dol) will be delivered F.1.S for the Sydney and Gold Coast metropolitian areas. "Charges for Delivery may be applicable for all other deliveries, and (a) where the total order value is over two hundred dollars (250.0), the Customer will receive a discount of the charges for Delivery (for in-stock Goods); and (b) the Customer is entitled to one (f) free Delivery per order in accordance with sub-clause to the country of the country of the delivered free of targe; and (c) where possible, the Customer my be advised of the cost thereof at the time of order placement.

(a). Goods that are buy-in will not be delivered free of charge; and (c) where possible, the Customer may be advised of the cost thereof at the time of order placement.

The Customer must take Delivery, by receipt or collection of the Goods, whenever they are tendered for Delivery. In the event that the Customer is unable to take Delivery, as arranged, then the Seller shall be entitled to charge a reasonable fee for reclieving and/or storage. All Goods to be collected by the Customer must be collected within twenty-one (21) days of motification that they are ready for collection by the Seller, and the Customer shall be deemed notified after three (d) failed attempts to contact the Customer on three (3) the seller. The Customer acknowledges and agrees that the Seller reserves the right to dispose of the Goods, or return the Goods to the supplier, if they are not collected within the threety-one (21) day period, and the Seller shall not be liable for any loss, damages or costs resulting therefrom.

The Seller may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. Any time or date given by the Seller to the Customer is an estimate only. The Customer ansature of the provisions of the Seller, any claim for short supply or transit damage must be made within fort-egift (48) hours of Delivery (or expected Delivery). Claims must clearly state the nature of the problem and the remedy sort (e.g., entend or re-supply) and must be made within fore. Goods develved by post or courier organised by the Seller, any claim for short some their method other than those consigned by the Seller, are at the Customer's sole risk from the time the Goods are delivered by post or courier organised by the Seller, are the Customer's sole risk from the time the Goods are delivered by post or courier organised by the Seller, are the Customer's sole risk from the time the Goods are delivered by post or courier organised by the Seller, ar 10.9

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Gold Coast: Tweed Heads, Kingscliff, Southport and Sanctuary Cove, Murwillumbah – 1st twenty-five kilograms (25kg) is freight free, but additional weight charges are payable.

Risk in damage to or loss of the Goods passes to the Customer on Delivery, and the Customer must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following Delivery, but prior to ownership 10.12 passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence 11. of the Seller's rights to receive the insurance proceeds without the need for any person 11.1 dealing with the Seller to make further enquiries. If the Customer requests the Seller to leave Goods outside the Seller's premises for collection, or to deliver the Goods to an unattended location, then such Goods shall be left at 11.2.

the Customer's sole risk

Title
The Celler and the Customer agree that ownership of the Goods shall not pass until:
(a) the Customer has paid the Seller all amounts owing to the Seller; and
(b) the Customer has met all of its other obligations to the Seller; and
(its further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 7.1:
(a) the Customer is only a bailee of the Goods and must return the Goods to the Seller on 7.1: tomer is only a bailee of the Goods and must return the Goods to the Seller on

(b)

the Customer is only a bailee of the Goods and must return the Goods to the Seller on request.

the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Seller and must pay to the Seller the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.

He Customer must not sell, dispose, or otherwise part with possession of the Goods other the Customer must not sell, dispose, or otherwise part with possession of the Goods other the Tustomer must hold the proceeds of any such act on trust for the Seller and must pay or deliver the proceeds to the Seller and compared to the Seller and the Customer must hold the proceeds of any such act on trust for the Seller and must pay or deliver the proceeds to the Seller and compared to the Seller and the Customer holds the resulting product or furst for the benefit of the Seller and must sell, dispose of or return the resulting product to the Seller as its of directs.

The Customer irrevocably authorises the Seller to enter any premises where the Seller believes the Goods are kept and recover possession of the Goods.

The Seller may recover possession of any Goods in transit, whether or not Delivery has occurred.

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the Customer shall not charge or grant an encumbrance over the Goods nor grant no otherwise give away any interest in the Goods while they remain the property of the

Seller. Seller may commence proceedings to recover the Price, notwithstanding that 12. ownership of the Goods has not passed to the Customer.

wmership of the Goods has not passed to the Customer.

12.1

Personal Property Securities Act 2009 ("PPSA")

In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by the Seller to the Customer.

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Property Sectimes Register established by the PRSA of releasing any Goods charged thereby; not register a financing change statement in respect of a security interest without the prior written consent of the Seller; 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 Seller; 33.3 immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such 13.4 cales. (d)

sales. The Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

Unless otherwise agreed to in writing by the Seller, the Customer waives their right to receive 13.5 a verification statement in accordance with section 157 of the PPSA. The Customer must unconditionally ratify any actions taken by the Seller under clauses 8.3 to 8.5.

to o.o. Subject to any express provisions to the contrary nothing in these terms and conditions is 13.6 intended to have the effect of contracting out of any of the provisions of the PPSA.

intended to have the effect of contracting out of any of the provisions of the PPSA.

Security and Charge
In consideration of the Seller agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, really or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

The Customer indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this 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 9 including, but not limited to, signing any document on the Customer's behalf.

Customer's behalt.

Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

Notwithstanding clause 5.6, the Customer must inspect the Goods on Delivery and must
within seven (7) days of such time notify the Seller in writing of any evident defect/damage,
shortage in quantity, or failure to comply with the description or order. The Customer must
notify any other alleged defect in the Goods as soon as reasonably possible after any such
defect becomes evident. Upon such notification the Customer must allow the Seller to
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ueueu ueuomes evoemt. Upon such notincation the Customer must allow the Seller to inspect the Goods.
Under applicable State, Territory and Commonwealth Law (including, without limitation the I3.8 CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory opurantees under the CCA) may be implied into these terms and conditions (\*Non-Excluded Guarantees.)
The Seller acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
Except as expressly set out in these terms and conditions under these terms and conditions under these terms and conditions including but not limited to the quality or suitability of the Goods. The Seller's liability in respect of these warranties is limited to the fullest extent permitted by law. If the Customer is a consumer within the meaning of the CCA, the Seller's liability is limited to the extent permitted by section 6A of Schedule 2.

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If the Customer is a consumer within the meaning of the LUA, the Seller's naumy is immed to the extent permitted by section 6A4 of Schedule 2.

If the Seller is required to replace the Goods under this clause or the CCA, but is unable to do so, the Seller may refund any money the Customer has paid for the Goods.

If the Customer requests, and subsequently receives, a trade discount, or receives the Goods on a trade invoice or at a trade Price, then the Customer agrees that the Goods are NOT for its personal use and the Goods are purchased for the purpose of resale, and Non-Excluded Guarantees shall not apply.

If the Customer is NOT a consumer within the meaning of the CCA, the Seller's liability for any defect or damage in the Goods is:

(a) limited to the value of any express warranty or warranty card provided to the Customer by the Seller at the Seller's sole discretion:

(b) limited to any warranty to which the Seller is entitled, if the Seller did not manufacture the Goods. Goods returned under warranty may be subject to the manufacturers approval.

approval;
(c) otherwise negated absolutely.

Subject to this clause 10, Goods returned under warranty will be for exchange only (no 15.1 returned swill be given), and only accepted provided that:
(a) the Customer has compiled with the provisions of clause 10.1; and
(b) proof of purchase is established (e.g. the original invoice is presented, or invoice number quoted); and
(c) the Seller has agreed that the Goods are defective; and
(d) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not sonificant and

not significant); and the Goods are returned in as close a condition to that in which they were delivered as is 15.3 (e)

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(e) the Goods are returned in as close a condition to that in which they were delivered as is 15.3 possible.

Notwithstanding clauses 10.1 to 10.9, but subject to the CCA, the Seller shall not be lable for any defect or damage which may be caused or partly caused by or arise as a result of:

(a) the Customer failing to correctly fit or properly maintain or store the Goods;

(b) any mis-handling Grouti beards are particularly vulnerable), modification or damage to the Goods after Delivery (including where the Goods have been affected by another fault within the applance);

(c) the Customer using the Goods for any purpose other than that for which they were designed;

designed;
(d) the Customer continuing the use of the Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
(e) the Customer failing to follow any instructions or guidelines provided by the Seller;
(f) fair wear and bear, water damage, any accident, or act of God.
The Seller may, in its absolute discretion, accept non-defective Goods for return (for trade

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and credit account customers), in which case:

(a) Only Goods normally kept in-stock by the Seller shall be applicable (and excludes all specially procured Goods);

(b) the Goods must be in their original condition and packaging, undamaged, unused and in

(c) the Goods must be returned within twenty-one (21) days of Delivery;
(d) the original invoice must be presented, or invoice number quoted;
(e) electrical Goods (any item which has electricity connected to it, such as elements, pumps, PCB's valves, etc.) or appliances (either new or factory seconds) may not be accepted for return hereunder.
Notwithstanding anything contained in this clause if the Seller is required by a law to accept a return then the Seller will only accept a return on the conditions imposed by that law.

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In New South Wales, and in each case the Seller may pass the dishonoured cheque to the Police for processing.

Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Seller may suspend or terminate the supply of Goods to the Customer. The Seller will not be liable to the Customer for any loss or damage the Customer. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller has exercised its rights under this clause.

Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Seller shall, whether or not due to payment, become immediately payable if:
(a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer which remaible unable a payment when it falls due;
(b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with reditors, or makes an assignment for the benefit of its creditors.

(b)

effets into an arrangement and account of a condition of a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

in respect of the Customer or any asset of the Customer.

Cancellation

The Seller may cancel any agreement to which these terms and conditions apply, or cancel Delivery at any time before the Goods are delivered, by giving written notice to the Customer.

On giving such notice the Seller shall repay to the Customer any money paid by the Customer the Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.

In the event that the Customer cancels this agreement, or Delivery, the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Seller as a direct result of the cancellation (including, but not limited to, any loss of profits).

Cancellation of orders for Goods madelordered to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

Privacy Act 1988
The Customer agrees for the Seller to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.

ner agrees that the Seller may exchange information about the Customer with providers and with related body corporates for the following purposes:

The Customer agrees that the Seller may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:

a) to assess an application by the Customer, and/or

(b) to notify other credit providers of a default by the Customer; and/or

(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or

(d) to assess the creditivothiness of the Customer including the Customer's repayment history in the preceding two (2) years.

The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit.

The Customer agrees that personal credit information provided may be used and retained by the Seller for the following purposes (and for other agreed purposes or required by):

a) the provision of Goods, and for other agreed purposes or required by:

a) the provision of Goods, and off or other agreed purposes or required by:

a) the provision of Goods and off or other agreed purposes or required by:

b) the provision of Goods and off or other agreed purposes or required by:

c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer, and/or

c) processing of any payment instructions, direct debit facilities and/or credit facilities required by the Customer, and/or

seller and provider or dimortance to a CRB for the following purposes:

a) to obtain a consumer credit report,

b) allow the CRB may include:

b) personal information as outlined in 13 above;

b) personal information as outlined in 13 above;

b) whether the credit provider is a licensee;

c) whether the credit provider is a licensee;

Customer; whether the credit provider is a license to the Customer; whether the credit provider is a licensee; type of consumer credit; details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and the Seller has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of navments). (f)

of payments); information that, in the opinion of the Seller, the Customer has committed a serious credit infringement:

(g) information that, in the opinion of the Seller, the Customer has committed a serious credit infingement;
(h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (§150).
The Customer shall have the right to request (by e-mail) from the Seller;
(a) a copy of the information about the Customer retained by the Seller and the right to request that the Seller correct any incorrect information; and
(b) that the Seller does not disclose any personal information about the Customer for the purpose of direct marketing.
The Seller will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to the maintained and/ord stored in accordance with the law. The Customer can make a privacy complaint by contacting the Seller via e-mail. The Seller will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au.
Disclaimer

Disclaimer Subject to cla direct, indirect suffered by the

Disclaimer

Subject to clause 10, the Seller shall be under no liability whatsoever to the Customer for any direct, indirect and/or consequential loss, damage and/or expense (including loss of profit) suffered by the Customer arising out of:

(a) the filment or use of any Coods, irrespective of such loss or damage being deemed caused by said Goods, whether the Goods are faulty or otherwise. The diagnosis of appliances is complex and often requires specialised knowledge and equipment. Such diagnosis of faults is the responsibility of the Customer. Due to legal requirements, the Seller is unable to give out technical advice, and conditions (alternatively the Seller's liability shall be limited to damages which under no circumstances shall exceed the Price).

Manufacturers names, models and part numbers are used for reference purposes only and on to indicate source of supply of Gods. "Home" brand, generic or replacement Goods may be supplied. The assessment of suitability of these Goods is the responsibility of the Customer's acceptance of the Goods is deemed acceptance of suitability for purpose.

15.7

Customer's acceptance of the Goods is deemed acceptance of suitability for purpose.

General

The failure by the Seller to enforce any provision of these terms and conditions shall not be treated as a walver of that provision, no shall it affect the Seller's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceablity of the remaining provisions shall not be affected, repuisided or impaired.

These terms and conditions and any agreement to which they apply shall be governed by the laws of New South Wales, the state in which the Seller has its principal place of business, and are subject to the jurisdiction of the courts in that state.

The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Seller nor to withhold payment of any invoice because part of that invoice is in dispute. Any disputes or claims regarding invoices and/or statements must be notified to the Seller within fourteen (14) days of the date of the disputed invoice and/or statements.

The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

and/or statements must be nounce to the other within the content and or statements must be not disputed invoice and/or statement. The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

The Customer sonsent.

The Customer agrees that the Seller may amend these terms and conditions at any time. If the Seller makes a change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for the Seller to provide Goods to the Customer. When the pray shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either narry.

party.

The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.