

TERMS & CONDITIONS OF SALE AND AUTHORITY TO GIVE AND OBTAIN CREDIT INFORMATION

THESE ARE THE TERMS UNDER WHICH GPS (THE "SUPPLIER") WILL SUPPLY GOODS TO THE CUSTOMER, AND GRANT CREDIT TO THE CUSTOMER

- Credit Information.** The customer grants GPS authority under the terms of section 18K(1)(b) of the Privacy Act to obtain credit information from a credit reporting agency, and in accordance with section 18E(8)(c) of the Privacy Act, the customer authorises GPS to give permitted information to a credit reporting agency. This information includes - Information relating to payments which have become overdue.
- Payment within 30 days** The customer agrees to pay for goods and services supplied by the supplier within 30 days of the end of the month in which the goods were sold. GPS or a credit collection agency are entitled to retrospectively charge interest on goods from date of sale where the customer exceeds the credit terms.
- Claims.** All claims must be made in writing within 14 days of the time of contract formation
- Contract Formation.** A contract is deemed to have been formed when GPS having received an order either sends the buyer a written acceptance of the order or dispatches goods pursuant to the order
- Prices**
 - The customer agrees that the supplier can increase prices without notice
 - Prices quoted in the customers pricelist are only a guide and should be confirmed at time of order
- Discontinuance of Supply or Credit** The supplier reserves the right to suspend or discontinue the supply of goods and services on credit.
- Account Costs** All financial institutions duty, stamp duty, Government charges, or direct costs of any kind associated with the operation of the customers account will be charged to the customer
- The customer jointly and severally liable** In the case of Accounts opened in the name of two or more people, each party is jointly and severally liable to pay that account
- Delivery** The time for delivery of the goods shall not be of the essence, and the supplier offers no warranty or representation such that would entitle the customer to avoid a contract for the sale of goods or any other legal remedy on account of reasonable delay.
 - The customer shall be liable to pay delivery charges unless notified otherwise by the supplier.
- Customer acts as Bailee**
 - If goods are in the possession of the customer, the customer holds goods as bailee until they are fully paid
 - It is a presumption that the customer rotates his stock and that any stock held by the customer represents the most recent orders from the supplier
- Property in the goods** Until such time as payment in full has been received by the supplier, title in the goods shall remain in the supplier, and until such payment is received the customer shall:
 - Store the goods on the premises separately from other goods, and clearly identify which goods remain unpaid; and
 - ensure that the goods are kept in good condition and insured against loss or damage
- Right to reclaim** If the customer does not pay for goods by the due date then the customer irrevocably authorises the supplier to enter the customer's premises and reclaim all unpaid goods belonging to Supply One
- Identical Goods** In the event that the value of goods reclaimed under cl.12 is lower than the value of moneys owed from the customer to the supplier, then there is a presumption that any goods held by the customer of an identical kind to that which the supplier sells were bought from the supplier, and can be reclaimed by the supplier in settlement of moneys owing. The onus of rebutting this presumption remains with the customer.
- No liability** When the supplier reclaims goods under cl.12 or cl.13 of this agreement the customer authorises the supplier to have access to the customer's premises for the purpose of removing the goods from those premises without any liability whatsoever to the supplier
- Buyers Liability and Default** Notwithstanding clauses 9, 10 and 11 above, if the customer: (i) commits an act of bankruptcy, or (ii) enters into any composition or arrangement with its creditors, or (iii) if a manager and/or receiver is appointed, or (iv) if proceedings are issued to wind up the customer, or (v) fails to make a payment when due, or (vi) fails to observe any of its obligations under a contract with the supplier, then any money outstanding from the customer to the supplier shall become immediately due and payable, and the supplier shall be entitled in aGPS tion to any other rights or remedies to:
 - Suspend delivery
 - Treat any contract as repudiated by the customer
 - Terminate any obligation of the supplier,
- Customer's responsibility** The customer agrees that the customer is operating as a skilled tradesperson and is responsible as a reasonable and prudent tradesperson to ensure that materials are suitable for the customers intended purpose and are used in an appropriate way
- Caveats on Property** To secure payment of all moneys which may become payable by the customer to the supplier, the customer authorises the supplier to lodge caveats on the customer's interests in real property noting the suppliers interests under the terms of this agreement.
- Governing Law** This contract is deemed to have been formed in NSW and will be governed by and interpreted in accordance with NSW law.
- Sale by Sample** The provision of an example of the goods to the customer is for the purposes of illustration and information and to the full extent permitted by law shall not constitute a sale by sample
- Waiver** Any right or entitlement in favour of the supplier under these terms may be waived by notice in writing from the supplier, but no other act, omission or delay will constitute waiver.
- Partial Invalidity** In the event that any of these terms or their application is found to be unenforceable or invalid, all other terms shall remain in full force and effect

GUARANTEE & INDEMNITY - If the applicant is a Pty Ltd company, this personal guarantee must be completed by two directors:

I/We and Company Directors of
..... Pty Ltd (the "customer")

in consideration of GPS granting credit to the customer covenant and agree jointly and severally with GPS (the "supplier") to guarantee:

- The due and punctual payment of any money due from the customer to the supplier, and to indemnify the supplier against all loss or damage suffered or incurred by the customers non-payment of debts to the supplier.
- That this guarantee is a continuing and irrevocable guarantee and indemnity until the guarantor is expressly released by GPS.
- This Guarantee will not be cancelled or waived by the appointment of a receiver and/or manager, or the sale of the debtor company
- If the guarantor is more than one person "Guarantor" means those persons collectively and each person individually
- The guarantor is of equal bargaining power to the supplier and has had the opportunity of getting independent legal advice before signing this guarantee

I/We acknowledge and agree to this guarantee and to the terms and conditions applying between the customer and the supplier

EXECUTED AS A DEED this _____ day of _____ 20____

Signed by _____ Signed by _____

In the presence of _____ In the presence of _____