



22 Union Circuit Yatala QLD 4207
 Ph: (07) 3804 6407 ABN: 36 103 646 706
 Email: trade@aquabluedistribution.com.au

ACCOUNT APPLICATION FORM

* Mandatory Fields

Applicant Details									
* Trading Name:-									
* Entity Type (✓) Company <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Reg'd Club <input type="checkbox"/> Other:									
* Business Type (✓) Retail Store <input type="checkbox"/> Maintenance <input type="checkbox"/> Other:									
* Company/Business/Partnership/Trust Name:-									
* A.C.N.:-			or A.R.B.N.:-				State:-		
* A.B.N.:-					* Credit Limit Required:- \$				
Payments made by credit card may be subject to a surcharge to the extent permitted by law.									
*We sell these Products (✓ all that apply) :- Aquarium <input type="checkbox"/> Reptile <input type="checkbox"/> Dog & Cat <input type="checkbox"/> Bird <input type="checkbox"/>									
*Please provide copy of Driver's License: Copy (front and back) of Director / Owner 1 driver's license - (✓) <input type="checkbox"/>									
Copy (front and back) of Director / Owner 2 driver's license - (✓) <input type="checkbox"/>									
Contact Details									
* Postal Address:-									
									Postcode:-
*Business Delivery Address:-									
									Postcode:-
*Delivery Instructions: (Opening Hours):-						Days Closed:-			
* Telephone Number:-					Facsimile Number:-				
* Mobile Number:-									
Email:-					Website:-				
Accounts Payable Contact Name:-									
Telephone Number:-					Facsimile Number:-				
Email:-									
Details of Directors / Proprietors / Office Holders (attach a page if insufficient space)									
1. Full Name:-					Date of Birth:-				
Residential Address:-									
2. Full Name:-					Date of Birth:-				
Residential Address:-									
(Office use only)									
TRDS	ABN & GM	RUN/S	CRC	MDBP-A	Admin WS	MYOB	EWL	OIC	WIC

Trade Referees – supply a phone number, email address and contact person for each.

1.Name:- Contact:-
Telephone:- Email:-

2.Name:- Contact:-
Telephone:- Email:-

3.Name:- Contact:-
Telephone:- Email:-

4.Name:- Contact:-
Telephone:- Email:-

Signature & Declaration

I / We
authorised director, officer, owner
(please include all directors, officers or owners)
of
the Company, Trust, Business

hereby certify that:

1. All information submitted in this application is true and correct to the best of my / our knowledge.
2. I / We am / are authorised by the Company / Business / Trust to sign this application, to accept the terms of credit and supply of goods, and to grant permission to HS Aus Traders Pty Ltd to refer this application to my / our banker and or the trade references provided.
3. I / We agree the terms and conditions will apply to every transaction undertaken with HS Aus Traders Pty Ltd until HS Aus Traders Pty Ltd advises in writing to the contrary.
4. I / We acknowledge that credit facilities may be withdrawn at any time without prior notice.
5. I / We accept that accounts which are due will be paid within 30 days of the invoice date (or within otherwise approved payment terms).
6. I / We have read and understood the terms and conditions of the supply of goods, terms of credit and the guarantee and indemnity with HS Aus Traders Pty Ltd which form part of and are intended to be read in conjunction with this application. I / we also acknowledge that we have been given the opportunity to obtain independent legal and / or financial advice in relation to their terms.
7. I / We agree to be bound by these terms and conditions.

As director, office holder, owner or trustee of the Company, Trust or Business and in consideration of HS Aus Traders Pty Ltd granting, at my / our request, this application for supply, am / are personally liable and guarantee the performance of this agreement and are responsible to pay for all money and debts owing to HS Aus Traders Pty Ltd trading as Aqua Blue Distribution.

Applicant / authorised director, company officer, proprietor, trustee and (if applicable) guarantor to sign

Applicant/s:

Signed:- Date:- / /

Print Name:- Job Title:-.....

Signed:- Date:- / /

Print Name:- Job Title:-.....

Guarantor/s:

Signed:- Date:- / /

Print Name:- Job Title:-.....

Signed:- Date:- / /

Print Name:- Job Title:-.....

Special Account Instructions

PLEASE COMPLETE THE FOLLOWING:-

Terms and conditions of sale

Definitions

"Account Application Form" means the application form completed by the Customer and which forms part of the terms of the Agreement.

"Agreement" means this agreement and includes the Account Application Form and all annexures and schedules to this agreement.

"Amendment Demand" means a demand that a registration of a Security Interest be amended in accordance with the PPS Act.

"Credit Account" means the open accommodation of credit by the Seller under which the Customer can defer payment of Goods purchased from the Seller for a period of 30 days from the date of the purchase of the Goods.

"Credit Approval Letter" means the letter addressed to the Customer from the Seller which confirms the Seller has opened a Credit Account and confirms the Maximum Limit.

"Customer" means the applicant set out on page one of the Account Application Form and where the context permits includes the applicant's employees, agents, and subcontractors.

"Delivery" means deemed delivery of the Goods to the Customer as set out in clause 0.

"Goods" means any goods supplied by the Seller to the Customer.

"Guarantors" means each of the Customer's directors.

"Insolvent" means:

- (a) For a corporation—where the corporation is wound up or is entering into provisional liquidation; or having an administrator appointed or entering into a composition or arrangement with the corporation's creditors; or where the corporation convenes a meeting with its creditors, proposes or enters into an agreement with its creditors or makes an assignment for the benefit of its creditors; or where the corporation is subject to a scheme of arrangement, or the corporation has a receiver or a receiver and manager appointed to any of the corporation's property.
- (b) For a natural person—the person stops payment to that person's creditors; or the person enters into any deed of arrangement for the benefit of that person's creditors, or the person become bankrupt or commit an act of bankruptcy or bring their estate within the operation of any law relating to bankruptcy.

"Maximum Limit" means the upper limit of the credit account provided by the Seller.

"Notice" means a written notice, consent, approval, direction, order or other communication.

"Overdue Account" means a Credit Account which has not been paid by the Payment Due Date.

"Payment Due Date" means the date that is 30 days from the date of the invoice issued by the Seller in respect of Goods supplied to the Customer.

"Premises" means the premises where any Goods supplied by the Seller are stored.

"Price" means the cost of the Goods as agreed between the Seller and the Customer.

"Proceeds" has the same meaning as in section 31 of the PPS Act.

"Purchase Money Security Interest" has the meaning given to it in section 14 of the PPS Act.

"PPS Act" means the Personal Properties and Securities Act 2009 (Cth).

"PPS Register" has the same meaning as 'register' under the PPS Act.

"Security Interest" means a security interest within the meaning of section 12 of the PPS Act or a Purchase Money Security Interest as the context requires.

"Seller" means HS Aus Traders Pty Ltd trading as Aqua Blue Distribution, and where the context permits its employees, agents, subcontractors and assignees.

1. Acceptance

- 1.1. The Seller agrees to sell Goods to the Customer for the Price in accordance with the terms of this Agreement.

- 1.2. The Customer agrees to accept and pay for the supply of Goods by the Seller.

- 1.3. Any instruction received by the Seller from the Customer for the supply of Goods in accordance with clause 6, or the Customer's acceptance of any Goods supplied by the Seller constitutes acceptance of the terms and conditions of this Agreement.

- 1.4. If the Customer is a registered company, then each of the Customer's directors must provide a personal guarantee in accordance with clause 10.3 agreeing to guarantee the Customer's performance and obligations under this Agreement.

2. Payment

- 2.1. The Customer agrees to pay for all Goods supplied by the Seller by the Payment Due Date. Invoices must be paid by the Customer in full.

- 2.2. Where more than one Customer has entered into this Agreement, the Customers will be jointly and severally liable for all payments of the Price to the Seller.

- 2.3. If payment of an invoice is not received by the Payment Due Date, the invoice is then overdue, and the Customer is in breach of this Agreement.

3. Credit

- 3.1. Once the Customer executes and returns to the Seller the Account Application Form, the Seller may, at its discretion, open a Credit Account for the Customer to facilitate the terms of this Agreement.

- 3.2. The Customer acknowledges and agrees—

- (a) the credit provided under this Agreement by the Seller is wholly or predominately for business purposes, and
- (b) any provision of credit under this Agreement is not covered by the National Credit Code.

- 3.3. Where the Seller opens a Credit Account for the Customer in accordance with clause 3.1, the Seller must issue the Customer with a Credit Approval Letter confirming the Maximum Limit. The total level of credit available to the Customer is limited to the Maximum Limit. The Maximum Limit may be varied in writing by the Seller.

- 3.4. The Seller may require the Customer to provide security to the Seller's satisfaction in respect of the Maximum Limit.

- 3.5. If the Customer fails to make payment of an invoice by the Payment Due Date, then the Customer's will have an Overdue Account. If the Customer has an Overdue Account, then:

- (a) The Seller may revoke or cancel the Credit Account without prior Notice to the Customer.
- (b) The Seller will not accept any order placed by the Customer.
- (c) If any order has been placed by the Customer but not delivered, the Goods ordered will not be supplied to the Customer and the order will be cancelled.
- (d) The Seller is entitled to charge the Customer a service fee or interest on the amount of the Overdue Account from the date the Credit Account becomes outstanding.
- (e) The Seller may engage solicitors or debt collectors to recover any amount due under the Overdue Account. The Customer will be liable to pay to the Seller any costs incurred by the Seller in dealing with an Overdue Account including legal fees and other costs incurred in the recovery of any Overdue Account.

- 3.6. Interest on an Overdue Account accrues daily from (and including) the date when payment becomes due to (but excluding) the date the payment is received in full by the Seller at a rate of 16.5% per annum. Interest charged on Overdue Accounts is payable to the Seller on demand.

- 3.7. Any acceptance or delay by the Seller to the failure of the Customer to pay for Goods by the Payment Due Date will in no circumstances constitute a waiver by the Seller of its rights to payment by the Payment Due Date nor will it be construed as an agreement to provide credit otherwise than in accordance with this Agreement.

- 4. GST**
The Price will be increased by the amount of any GST and any other taxes or duties which may be applicable, except to the extent such taxes are expressly included in the Price given by the Seller.
- 5. Risk and title**
- 5.1.** All risk passes to the Customer on Delivery of the Goods to the Customer.
- 5.2.** Notwithstanding the passing of risk, all Goods delivered by the Seller to the Customer remain the sole and absolute property of the Seller until all Goods delivered by the Seller to the Purchaser have been paid for in full by the Customer.
- 5.3.** Until that time the Customer may sell the goods in the ordinary course of its business as agent for the Seller, and the proceeds must be held on trust for and as the property of the Seller.
- 5.4.** Prior to any sale of the Goods by the Customer, the Customer must hold possession of the Goods for, on behalf of and as bailee for the Seller and must return goods to the Seller on demand. The Customer must wherever possible separately store the Goods until title in them has passed.
- 5.5.** The Seller is entitled to enter the Premises of the Customer at any time to inspect or recover possession of the Goods until payment in full has been made to the Seller. It is agreed between the Seller and the Customer that where the Seller enters the Premises of the Customer to take possession of the Goods and it is not possible to otherwise identify the ownership of the Goods in the possession of the Customer, the Goods will be treated as though they were sold by the Customer in the same sequence as the Customer has taken Delivery of the Goods. If the quantity of Goods exceeds the amount owing, the Seller is entitled to determine which of the Goods it claims ownership in.
- 6. Orders**
The Seller does not accept any responsibility whatsoever for errors in dimensions, quantities, specifications or otherwise, where orders for any Goods are not received in writing.
- 7. Delivery**
- 7.1.** Delivery of the Goods to the Customer will be deemed to occur—
- (a) if the Goods are to be delivered to the Customer, then once the Goods have been delivered to the Customer's specified delivery point on the commencement of the unloading of the Goods from the delivery vehicle
- (b) if the Goods are to be collected from the Seller, then once the Goods are collected by the Customer from the Seller on the commencement of the loading of the Goods onto the Customer's vehicle; or
- (c) if the Customer elects to have the Goods delivered to a carrier (whether chosen by the Customer or chosen at the discretion of the Seller) for the purpose of delivery of the Goods to the Customer, then once the Goods are delivered to the carrier. If Delivery is made under this clause 7.1(c), the carrier will be deemed to be the Customer's agent.
- 7.2.** The Seller may deliver the Goods to the Customer in separate installments. Each separate installment will be invoiced separately and must be paid for by the Customer in strict compliance with this Agreement.
- 7.3.** The Customer must accept Delivery of the Goods tendered notwithstanding the quantity delivered is either greater or less than the quantity ordered provided that—
- (a) such discrepancy in quantity does not exceed 5%, and
- (b) the Price shall be adjusted pro rata to the discrepancy.
- 7.4.** After Delivery, the Customer must store the Goods in a safe and secure manner and must maintain the Goods in good and working condition.
- 7.5.** In the event of any delay or possible delay in delivery of the Goods by the Seller or failure or possible failure to deliver the Goods arising from any cause whatsoever—
- (a) the Seller will not be liable to any claims by the Customer or for any loss, damage or expense suffered or incurred by the Customer including consequential loss or damage however arising out of that delay or failure, and
- (b) any delay or failure does not relieve the Customer of its obligation to pay the Price or permit the Customer to rescind this Agreement or reject the Goods.
- 7.6.** The failure of the Seller to deliver the Goods does not entitle the Customer to treat this Agreement as repudiated.
- 7.7.** While every care is taken by the Seller in delivering the Goods to the Customer, the Seller accepts no responsibility for, and the Customer indemnifies the Seller against and releases the Seller from, any loss or damage to the Goods occurring after Delivery, however caused.
- 7.8.** Any fees, charges, or costs incurred due to the Customer not taking Delivery of the Goods will be at the Customer's expense.
- 8. Supply of Goods**
- 8.1.** Goods must not be returned to the Seller unless agreed to in writing by the Seller.
- 8.2.** It is the Customer's responsibility to satisfy itself on Delivery the Goods supplied match the quantity, description and quality of the Goods ordered.
- 8.3.** The Seller agrees to replace the Goods if—
- (a) the Seller is satisfied the Goods are defective in materials or in manufacture at Delivery, and
- (b) the Customer gives Notice to the Seller within 7 days of receipt of the Goods of the alleged defects in materials or in manufacture.
- 8.4.** The Seller will not accept the return of any Goods in exchange for a credit unless the Seller has agreed in writing and the Customer returns the Goods to the Seller within 7 days of Delivery in the same state and condition as the Goods were in on Delivery. If the Seller agrees to exchange the Goods for a credit but the Customer returns the Goods after the 7 day period required under this Clause, the Customer will incur a 20% restocking fee which must be paid on demand.
- 8.5.** All Goods supplied to the Customer are covered by the warranty specified and offered by the manufacturer of the Goods and the Seller does not provide any warranty directly. All warranty claims are at the sole discretion of the manufacturer.
- 8.6.** The Seller excludes all express and implied terms, conditions, guarantees and warranties which otherwise might apply to, or arise out of, this Agreement other than—
- (a) as provided expressly in this Agreement, and
- (b) terms, conditions, guarantees and warranties which by law cannot lawfully be excluded or modified by agreement including those under Part 3-2 of Schedule 2 to the Competition and Consumer Act 2010 (Cth) and corresponding provisions of state or territory legislation.
- 8.7.** If the Seller is liable for a breach of a term, condition, guarantee or warranty described in clause 8.6, the Seller's liability is, to the fullest extent permitted by law, limited, as the Seller determines in its discretion, to replacing or repairing the Goods or supplying an equivalent item, or paying the costs or replacing, repairing or hiring an equivalent item.
- 8.8.** Notwithstanding any other clause of this Agreement, the Seller, its officers, employees, agents and contractors will under no circumstances be liable to the Customer for—
- (a) damages for loss of profits or savings (actual or anticipated), loss of goodwill, loss of market or loss of use and losses suffered by the Customer due to claims by third parties
- (b) any damage, claim or loss to property or person including any consequential loss whatsoever arising from the sale of the Goods to the Customer, including as a result of any defects in the Goods however caused, or
- (c) any indirect, incidental, special or consequential damages, whether or not the Seller knew of the possibility of such damage, or such damage was otherwise foreseeable.

- 8.9.** The Customer agrees none of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the Seller in writing and the Seller is not bound by any such unauthorised statements. The Customer disclaims any right to rescind or cancel this Agreement, to sue for damages or to claim restitution arising out of any misrepresentation made to the Customer by any agent or representative of the Seller.
- 8.10.** The Customer must only use the Goods for the purpose for which they are intended for and comply with all legal requirements for use of the Goods and all directions for use of the Goods given by the Seller. The Customer must only employ competent staff to use the Goods.
- 8.11.** The Seller does not guarantee that any Goods manufactured, constructed or supplied by the Seller are suitable for any particular purpose. The Customer acknowledges it purchases the Goods from the Seller relying solely upon its own skill and judgment. The Seller is not bound by or responsible for any term, condition, representation or warranty other than the warranty given by the manufacturer of the Good which is personal to the Customer and cannot be transferred to any subsequent Customer.
- 8.12.** The Customer acknowledges the Seller does not provide any services to the Customer and any advice or recommendations provided by the Seller incidental to the supply of Goods can not be relied on by the Customer. The Customer relies solely upon its own skill and judgment.
- 8.13.** The Customer must insure the Goods for their full replacement value, and effect public liability insurance to cover its use of the Goods.
- 9. Customer default**
- 9.1.** The Customer will be in default of this Agreement if:
- (a) The Customer's Credit Account becomes an Overdue Account.
 - (b) Any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to meet its payments as they fall due.
 - (c) The Customer becomes Insolvent.
- 9.2.** If the Customer is in default, then without prejudice to any of the Seller's other remedies at law:
- (a) The Seller is entitled to cancel all or any part of any order of the Customer which has not been delivered.
 - (b) The Seller may suspend or terminate the supply of Goods to the Customer and any of its other obligations under this Agreement.
 - (c) All amounts owing to the Seller, whether or not due for payment, immediately become payable.
 - (d) The Seller is entitled to recover from the Customer all losses, damages, costs, interest, charges, including handling charges payable to both the Seller and its suppliers, and expenses incurred or suffered by the Seller as a result of the Customer's default.
- 9.3.** The Seller is not liable to the Customer for, and the Customer releases the Seller from, any loss or damage suffered by the Customer as a result of the Seller exercising its rights under this clause.
- 10. Cancellation and termination**
- 10.1.** The Seller may cancel delivery of the Goods at any time before the Goods are delivered by giving prior Notice to the Customer.
- 10.2.** The Seller may terminate this Agreement by giving prior Notice to the Customer.
- 10.3.** The Seller is not liable for any loss or damage whatever arising from such termination or cancellation.
- 11. Guarantee**
- 11.1.** In consideration of the Seller agreeing, at the request of the Guarantor, to enter into this Agreement with the Customer, the Guarantor (jointly and severally if there is more than one)—
- (a) guarantees to the Seller the punctual performance by the Customer of all of the Customer's obligations under this Agreement (including, but not limited to, the payment of all money due under the Agreement), and
 - (b) indemnifies the Seller and keeps the Seller indemnified against any loss, liability, damage and expense however arising which the Seller suffers or incurs as a consequence of any failure by the Customer to promptly perform the Customer's obligations under this Agreement.
- 11.2.** The Guarantor's liability under this guarantee and indemnity—
- (a) continues until the Customer has performed all the Customer's obligations under this Agreement will not be affected or discharged—
 - (i) if the Seller allows any concession to the Customer or does not sue the Customer
 - (ii) if this Agreement is varied, assigned, transferred or novated or the Seller exercises any right under this Agreement.
 - (iii) if the Customer becomes Insolvent
 - (iv) if this guarantee and indemnity is not signed by all Guarantors, or
 - (v) if any of the Seller's rights under this Agreement are invalid, void or unenforceable, and
 - (b) continues for the benefit of the Seller and its successors and assigns and this guarantee and indemnity will be binding on the Guarantor and their personal representatives, successors and assigns.
- 12. Privacy Act**
- 12.1.** The Customer and the Customer's directors acknowledge and agree the Seller may obtain from a credit reporting body a credit report containing personal and credit information about the Customer in relation to credit provided by the Seller.
- 12.2.** The Customer and the Customer's directors acknowledge and agree the Seller may obtain and give information to a credit reporting body or a credit provider, for the following purposes:
- (a) To assess an application for credit by the Customer and the Customer's directors.
 - (b) To obtain a credit report including repayment history about the Customer to assess the Customer's credit worthiness.
 - (c) To exchange personal information and credit information about the Customer with other credit providers to assess the Customer's application for credit and the Customer's creditworthiness.
 - (d) To exchange information with other credit providers as to the status of the Customer's credit account, where the Customer is in default with other credit providers.
 - (e) To notify other credit providers of a default by the Customer.
 - (f) To allow the credit reporting body to create or maintain a credit information file containing information about the Customer.
 - (g) To assist with collections of overdue payments.
- 12.3.** The information collected and provided to a credit reporting body or credit provider is limited to:
- (a) Personal information such as the Customer's name, address, telephone number, date of birth etc.
 - (b) Credit information such as the type of credit sought by the Customer in an application, the maximum amount of credit available to the Customer under this Agreement, repayment history, financial hardship information, default information, payment information, information that, in the opinion of the Seller, the Customer has committed a serious credit infringement etc.

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

- (a) The supply of Goods.
- (b) Analysing, verifying and checking the Customer's credit, payment or status in relation to the supply of Goods.
- (c) Processing payment instructions, direct debit facilities or credit facilities requested by the Customer.
- (d) Enabling the collection of outstanding money in relation to the Goods.

12.5. The Customer has the right to request by e-mail from the Seller a copy of the information about the Customer retained by the Seller and the right to request the Seller correct any incorrect information, and that the Seller does not disclose any personal information about the Customer for the purpose of direct marketing.

12.6. The Seller will destroy personal information upon the Customer's request or if it is no longer required unless it is required in order to fulfil the obligations of this Agreement or is required by law to be maintained or stored.

12.7. The Customer can make a privacy complaint by contacting the Seller by 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 complaint. In the event that the Customer is not satisfied with the resolution provided by the Seller, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au.

13. Personal Property Securities Act

13.1. The terms and conditions of this Agreement constitute a security agreement for the purposes of the PPS Act and create a Security Interest (which is a Purchase Money Security Interest) in the Goods provided, and to be provided in the future, by the Seller to the Customer.

13.2. The Customer agrees to implement, maintain and comply in all material respects with procedures for the perfection of the Seller's Security Interests as set out in this clause 13.

13.3. The Purchase Money Security Interest registered in favour of the Seller will continue for any Goods coming into existence or for the Proceeds from the sale of the Goods coming into existence.

13.4. The Customer must do all things necessary to assist the Seller to continuously perfect any Security Interest arising under this Agreement, including signing any documents or providing any information the Seller reasonably requests for the purposes of protecting its interest under the PPS Act.

13.5. Until title passes from the Seller to the Customer in accordance with clause 5, the Customer will not or will not permit any Security Interest to be created in the Goods without the consent of the Seller.

13.6. The Customer waives the right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to any Security Interest under this Agreement.

13.7. Everything which the Customer is required to do under this clause 13, is to be done at the expense of the Customer and the Customer agrees to reimburse the Seller for these costs including any expenses incurred by the Seller in registering or removing a financing statement or financing change statement on the PPS Register.

13.8. The Customer must not lodge or permit the lodgment of a financing change statement or an Amendment Demand in respect of a Security Interest registered over the Goods without the consent of the Seller.

13.9. The Customer must immediately notify the Seller in writing of any change in the Customer's name, the Customer's company or business identifier and, if the Customer is a trustee, any change to the trustee.

13.10. To the maximum extent permitted by the PPS Act—

- (a) the Seller does not have to give a notice to the Customer of any action the Seller takes in accordance with sections 95 or 121(4) of the PPS Act
- (b) the Seller does not have to give a notice under section 130 of the PPS Act
- (c) the Seller does not have to give the details required under section 132(3)(d) of the PPS Act
- (d) the Seller does not have to give a written statement of account under section 132(4) of the PPS Act
- (e) the Seller does not have to give a notice required under section 135 of the PPS Act
- (f) no person can redeem the Security Interest in the Goods under section 142 of the PPS Act without the Seller's consent, and
- (g) no person may reinstate the security agreement under section 143 of the PPS Act without the Seller's consent.

13.11. For the purposes of section 275(6) of the PPS Act, the Customer must keep confidential any information relating to these terms and conditions which is in the nature of information which an interested person could access under section 275(1) of the PPS Act.

14. Assignment

The Seller is entitled at any time to assign its rights pursuant to this Agreement to any third party. The Customer is not entitled to assign its rights pursuant to this Agreement unless with the written consent of the Seller.

15. General

15.1. This Agreement is governed by and construed in accordance with the laws of Queensland.

15.2. Actions, suits or proceedings relating in any way to this Agreement or documents or dealings contemplated by it, may be instituted, heard and determined in a court of competent jurisdiction in Queensland, and each party irrevocably submits to the non-exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.

15.3. Part or all of a provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining parts of the provision or provisions of this Agreement continue in force.

15.4. The Seller is not liable to the Customer for any indirect loss or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of this Agreement.

15.5. The Customer acknowledges that this Agreement constitutes the entire agreement between the parties in relation to the subject matter of it.

15.6. Headings and underlines are for convenience only and do not affect the interpretation of this Agreement.

15.7. Words importing the singular include the plural and vice versa.

15.8. References to statutes include all statutes amending or consolidating the statutes referred to and the regulations made pursuant to those statutes.

I, Customer/s Name/s.....

I HAVE READ AND AGREE WITH THE ABOVE TERMS AND CONDITIONS.

Customer/s Signature/s.....

DATE