

Rapid Industrial Group Pty Ltd T/AS PowAGroup/PowAGroup Global Pty Ltd. Terms & Conditions of Trade 2013 Version-7 March 2013

1. DEFINITION

The Supplier is RAPID INDUSTRIAL GROUP PTY LTD (ACN 134 204 372) (ABN 48 472 361 342) trading as POWAGROUP, POWAGROUP Global Pty Ltd and its successors and assigns.

1.2 The Customer is the party or any person acting on behalf of and with the authority of the Customer that the Order and/or goods are provided for.

1.3 The Guarantor is the person(s), or entity, who agrees to be liable for the debts of the Customer.

1.4 The Order shall be defined as any request for the provision of Goods and/or Services by the Customer with the Supplier which has been accepted by the Supplier.

1.5 The Goods are as described on the invoices, delivery dockets, quotation, sales orders, work authorization or any other work commencement forms as provided by the Supplier to the Customer.

1.6 The Services are all the delivery and/or Supply of Goods by the Supplier, including any advice or recommendations.

1.7 The Price is the amount invoiced for Goods supplied.

1.8 Indirect, Special or Consequential loss or damage includes i) any loss of income profit or business; ii) any loss of good will or reputation; iii) any loss of value of intellectual property (b) any loss of value of property.

1.9 Invoices include invoices for Goods or services supplied, provided, or both.

2. GENERAL

2.1 These Terms and Conditions together with the Supplier's written or verbal quotation where applicable and the Supplier's "Credit Application Form" form this Agreement

2.1 Any Order or Quote requested by the Customer is deemed to be an Order or Quote incorporating these Terms and Conditions notwithstanding any inconsistencies which may be introduced in the Customer Order or acceptance unless expressly agreed by the Supplier in writing. In the event that an inconsistency exists and/or arises it is acknowledged between the parties that these Terms and Conditions will prevail.

2.1 No subsequent correspondence or document or discussion shall modify or otherwise vary these Terms and Conditions unless such variation is in writing and signed by the Supplier.

2.1 The Terms and Conditions are binding on the Customer, Guarantor(s), his heirs, assignees, executors, trustees and where applicable, any liquidator, receiver or administrator

2.1 In these Terms and Conditions, the singular shall include the plural, the masculine shall include feminine and neuter and words importing persons shall apply to corporations.

2.1 Where more than one Customer completes this Agreement each shall be liable jointly and severally.

2.1 If any provision of these Terms and Conditions shall be invalid, void illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from these Terms and Conditions.

2.1 The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent but the Supplier acknowledges that its obligations where applicable remain at all times to the Customer.

2.1 The failure by the Supplier to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.

2.1 The Customer acknowledges that the Supplier may use these Terms and Conditions on its website and that it may provide notice to the Customer of any amendments. In this event, the Terms and Conditions on the Supplier's website shall apply to any future dealings as between the parties and the Customer is deemed to have notice of any such Terms and Conditions and/or amendments.

3. PLACEMENTS OF ORDERS

3.1 Orders placed by the Customer with the Supplier will be considered valid when placing the Order by phone, email, fax, website online or when given in person to one of our staff or representatives

3.2 Any written or verbal Quotation given by the Supplier to the Customer shall expire thirty (30) days after the date of the written or verbal quotation or in less time if so stated.

3.3 All prices are based on taxes and statutory charges current at the time of the Quotation. Should these vary during the period from the date of the Quotation to the date of the invoice, the difference will become the responsibility of the Customer and the Customer will be invoiced for the extra charge by the Supplier.

4. PRICE

4.1 At the Supplier's sole discretion the Price shall be either:

4.1.1 As detailed on invoices provided by the Supplier to the Customer in respect of Goods supplied; or

4.1.2 The Supplier's quoted Price as for the Order (subject to clause 4.2).

4.2 The Supplier reserves the right to change the Price in the event of a variation to the Supplier's Order, and notice will be provided in writing by the Supplier only where requested within a reasonable time.

4.3 At the Supplier's sole discretion, a deposit may be required. The deposit amount which may be a percentage of the Price will be stipulated at the time of the Order of the Goods and shall become immediately due and payable.

5. SUPPLIES AND DELIVERY OF GOODS

5.1 The Supplier reserves their right to:

5.1.1 Decline requests for any Goods requested by the Customer.

5.1.2 Cancel or postpone the delivery of Goods at their discretion.

5.2 Delivery of the Goods shall be deemed to be complete when the Goods are collected by the Customer or are delivered to the Customer or to the carrier or location as nominated by the Supplier and/or Customer.

5.3 If the Customer fails to make all arrangements necessary to take delivery of the Goods the Customer shall, at the discretion of the Supplier, be liable for a \$35.00 plus GST Non Delivery Fee and the Supplier shall be entitled, also at its discretion, to charge a reasonable fee for redelivery and storage.

5.4 If the Customer requests that the Goods be delivered by the Supplier to the premises which are unattended, the Customer warrants that risk in the Goods will pass to the Customer at the time that the Goods are left at the unattended premises and the Supplier will not be liable for any theft, loss or damage to those Goods.

5.5 Unless specified by the Supplier to the contrary in the Order, the Supplier does not warrant that it will be capable of providing the Goods at specific times requested by the Customer during the term of this Agreement.

5.6 Subject to otherwise complying with its obligations under this Agreement, the Supplier shall exercise its independent discretion as to its most appropriate and effective manner of providing the Goods and of satisfying the Customer's expectations of those Goods.

5.7 The Supplier may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule or where backorders are to be supplied). Each separate instalment shall be invoiced and paid for in accordance with the provisions of this Agreement.

5.8 In the discharge of its duties, the Supplier shall comply with all reasonable resolutions, regulations and directions of the Customer that may lawfully be given from time to time as to the nature and scope of the Goods to be provided.

5.9 Nothing in the above clause shall affect the Supplier's right to exercise its own judgment and to utilize its skills as it considers most appropriate in order to achieve compliance with the said resolutions, regulations and directions or otherwise with its obligations under this Agreement.

5.10 The Supplier may agree to provide, on request from the Customer, additional Goods not included or specifically excluded in the Quotation/Order. In this event, the Supplier shall be entitled to make an additional charge and invoice. Additional Goods includes, but is not limited to, alterations, amendments, and any additional visits by the Supplier after provision of the Goods at the request of the Customer.

6. PAYMENTS AND CREDIT POLICY

6.1 Any reference to Customer shall include all Customers, unless it refers to a specific group of Customers.

6.2 For credit purposes, the two main groups of Customers are Non-Account Customers and Account Customers.

6.3 Non-Account Customers

6.3.1 The Customer must make full payment of the Price either by Cash, Credit Card, or EFT before delivery of the Goods.

6.4 Account Customers

6.4.1 Account customers must make full payment to the Supplier within thirty (30) days from the end of the month on which the invoice(s) for the Goods is issued, unless otherwise agreed in writing by the supplier and signed by the director(s).

7. Credits

7.1 Credit will only be granted at the sole discretion of the Supplier and upon submission of a fully completed Credit Application Form.

7.2 Any credit granted may be revised by the Supplier at any time and at its discretion.

7.3 The Supplier reserves the right to withdraw any credit facility upon any breach by the Customer of these Terms of Conditions or upon the Customer ceasing to trade and/or being subject to any legal proceedings and/or the Customer committing an act of insolvency. An act of insolvency includes:

7.3.1 The Customer is dissolved, wound up or placed into bankruptcy or an Order is made by a Court or a resolution is passed or the Customer gives notice of its intention that it be dissolved, wound up or placed into bankruptcy;

7.3.2 A Liquidator, provisional Liquidator or Trustee in bankruptcy is appointed in respect of the Customer or any property of the Customer;

7.3.3 An Application is made to a Court for an Order that the Customer be dissolved, wound up or placed into bankruptcy or a Liquidator, provisional Liquidator or Trustee in bankruptcy be appointed in respect of the Customer or any property of the Customer and the Application is not withdrawn or discharged within 14 Business Days from the Customer becoming aware of receiving notice of the Application;

7.3.4 A Controller is appointed in respect of the Customer or any property of the Customer or takes possession or gains control of any property of the Customer;

7.3.5 Except to reconstruct or amalgamate while solvent, the Customer enters into, or resolves to enter into, a scheme of arrangement, administration, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganization, moratorium or other administration involving any of them;

7.3.6 The Company is (or states that it is) insolvent or insolvent under administration;

7.3.7 As a result of the operation of Section 459F (1) of the Corporations Act 2001 (CW), the Company is taken to have failed to comply with a statutory demand;

7.3.8 Execution or other process issued on a judgment, decree of Order of a Court in favour of a creditor against the Customer, or another party authorised to be sued as nominal Defendant on behalf of the Customer, is returned wholly or partly unsatisfied, or the Customer makes a statement from which it may be reasonably deduced that such an event has occurred;

7.3.9 The Customer takes any step to obtain protection or is granted protection from its creditors under any applicable legislation;

7.3.10 Anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

7.4 The Customer agrees that upon such withdrawal, any and all monies owing on the account shall become immediately due and payable.

8. GOODS AND SERVICES TAX

8.1 GST refers to Goods and Services Tax under the Goods and Services Act 1999 ("GST Act") and terms used herein have the meanings contained within the GST Act.

8.2 It is hereby agreed between the Customer and the Supplier that the consideration for the Supplier expressed in this Agreement is exclusive of the Supplier's liability of GST.

8.2.1 on sale:

8.2.1.1 The Customer will pay to the Supplier, in addition to the total purchase Price, the amount payable by the Supplier of GST on the taxable supply made by the Supplier under this Agreement;

8.2.1.2 The Supplier shall deliver to the Customer a Tax Invoice for the supply in a form which complies with the GST Act and Regulations.

9. DISHONOUR OF CHEQUE

9.1 If any cheque issued by the Customer or by any third party in payment of the Price is dishonoured:

9.1.1 The Supplier may refuse to supply any further Goods until satisfactory payment is received in full, including bank fees, charges and administration fees;

9.1.2 The Supplier is entitled to treat the dishonour of the Customer's cheque as a repudiation of this Agreement and to elect between terminating this Agreement or affirming this Agreement and reviewing the customer's account status, and in each case claiming and recovering compensation for loss or damage suffered from the Customer.

9.1.3 The Customer will be liable for a dishonoured cheque fee of \$50.00.

10. DEFAULTS

10.1 All invoices are bound by "The Building & Construction Industry Security of Payment Act 1999"

10.2 Invoices issued by the Supplier shall be due and payable before the delivery of Goods for Non-Account Customers and invoices issued by the Supplier shall be due and payable within thirty (30) days of the end of the month on which the invoice is dated for Account Customers ("Default Date") depending on terms agreed with the Supplier. Without prejudice to any other rights of the Supplier, the Customer may be placed on "Stop Credit" and/or charged fees of 3.0% monthly on any payment in arrears. If any account remains unpaid at the end of the second month on which the amount was due for immediate payment on account of the greater of \$75.00 or 10% of the amounts overdue shall be levied for administration fees which sums will also become immediately due and payable.

10.3 The Supplier will not be liable to the Customer for any loss or damage the customer suffers because the Supplier exercised its rights under these clauses.

10.4 Despite anything to the contrary contained herein or any other rights which the supplier may have however:

10.4.1 Where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Supplier or the Supplier's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Supplier (or the Supplier's nominee) shall be entitled to lodge where appropriate a caveat, or lien, which caveat or lien shall be released once all payments and other monetary obligations and associated costs payable hereunder have been met.

10.4.2 Should the Supplier elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the seller from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis.

10.4.3 To give effect to the provisions of clause 10.4 (1) and (2) inclusive hereof the Customer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Supplier or the Supplier's nominee as the Customer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Supplier and/or the Supplier's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Customer and/or the Guarantor in any land, realty or asset in favour of the Supplier and in the Customer's and the Guarantor's name as may be necessary to secure the said Customer's and/or Guarantor's obligations and indebtedness to the Supplier and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Suppliers absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

10.5 Without prejudice to any other remedies or rights the Supplier may have, if at any time the Customer is in breach of any obligation in relation to payment of any money when due, the Customer (its successors and assigns, including but not limited to any external manager or administrator) will agree to pay all outstanding monies, and will do so by continuing an unconditional guarantee and indemnity which shall be accordingly irrevocable and remain in force until whole monies owing to the Supplier by the Customer (its successors and assigns, including but not limited to any external manager or administrator) and all obligations herein have been fully paid, satisfied and performed. Failure by any named Directors, owners or affiliates to properly execute the guarantee and indemnity in their credit application with the Seller shall in any way reduce the liability or mitigate the breach of the obligations of the customer, or its owners, Directors, affiliates jointly or severally, in relation any outstanding monies due to the Rapid Industrial Group Pty Ltd.

10.6 If the Supplier does not receive the Outstanding Balance for the Goods on or before the Default Date, the Supplier may, without prejudice to any other remedy it may have, forward the Customer's outstanding account to a debt collection agency for further action. The Customer acknowledges and agrees that:

10.6.1 After the Default Date, the Outstanding Balance shall include, but not limited to, all applicable fees, commissions and charges under this Agreement;

10.6.2 In the event of the Customer being in default of the obligation to pay and the overdue account is then referred to a debt collection agency, or law firm for collection, the commission payable and all legal costs incurred on an indemnity basis shall be added to the amount outstanding and form part of the debt and in the event where the collection agency charges commission on a contingency basis the commission which will be charged if it achieved 100% recovery shall be added to the debt and the total shall be treated as a liquidated sum, so that the supplier will receive in full the whole amount due and payable by the customer and the customer will be liable for all debt collection costs and commissions.

11. RISK AND LIABILITY

11.1 The Customer will ensure when placing Orders that there is sufficient information to enable the Supplier to execute the Order.

11.2 The Supplier takes no responsibility if the specifications are wrong or inaccurate and the Customer will be liable for the expenses incurred by the Supplier for any work required to rectify the Order.

11.3 The Customer is responsible for ensuring that the Supplier is made aware of any special requirements pertaining to the Order and that the Supplier relies upon the integrity of the information supplied to it.

11.4 The Supplier takes no responsibility and will not be liable for any damages or costs resulting in the Goods being faulty or inappropriate to meet relevant standards as consequence of insufficient information provided by the Customer.

11.5 The Supplier takes no responsibility for representations made in relation to the Goods or any delay in the delivery of the Goods made by a third party or third party manufacturer. It is the customer's responsibility to make the supplier aware of all regulations and requirements they require to meet their obligations prior to placement of orders with the supplier.

11.6 The Customer acknowledges that the Supplier shall not be liable for and the Customer releases the Supplier from:

11.6.1 Any claims in respect of faulty or defective design of any Goods supplied.

11.6.2 Being responsible for or any claims for any Goods that have been installed by the customer that were incorrectly ordered or that have been incorrectly installed or are deemed since ordering or installation to now be inappropriate.

11.6.3 Physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of supply, layout, assembly, installation or operation of the Goods.

11.6.4 Expenses or consequential loss or damage of any kind arising out of the purchase, design, installation, testing procedures and necessary quality, description, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise is expressly excluded.

11.8 The Supplier does not represent that it will carry out any Services and/or provide and/or deliver any Goods unless it is included in a Quote

12. RETURN OF GOODS

12.1 The Supplier will not accept the return of Goods after seven (7) days from the date of delivery.

12.2 The Customer shall inspect the Goods on delivery and shall notify the Supplier in writing within seven (7) days of delivery of the Goods, of any alleged defect, shortage in quantity, damage or failure of the Goods to comply with the description or quote, or that the wrong goods were ordered by the Customer.

12.3 If the Customer does not advise the Supplier of any failure of the Goods to comply with the description and quality ordered made pursuant to these conditions within seven (7) days from the date of delivery:

12.3.1 The Customer is deemed to have accepted the Goods and is deemed to agree that the Goods comply with terms of the Agreement made pursuant to these terms and conditions.

12.4 All Goods where a claim is made are to be returned to the Supplier in the exact condition in which they were delivered and with full invoice or docket details. If the Goods are not so returned in the state and condition in which they were delivered, the Customer shall be deemed to have accepted the Goods and pay the price as stated in the invoice.

12.5 The Supplier may at their discretion accept the Goods for credit and the Customer will incur a handling and also restocking fee of 25% on Goods returned.

12.6 The Customer will be responsible for any freight costs associated with the original supply AND also the return of the Goods and charged accordingly.

13. WARRANTY - Warranty for Goods

13.1 The warranty for Goods supplied shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods. The Supplier will use its best endeavours to assist the Customer with any claim with respect of the Goods.

13.2 The Customer agrees to be responsible for all amounts owing to the Supplier in the event that any Goods are supplied on the basis that a manufacturer's warranty is in place and subsequently becomes known to the parties that the warranty is void or inapplicable.

13.3 The Customer agrees to have read and understood all duties, obligations and requirements in relation to the purchase, design, installation, testing procedures and necessary approvals of all Plumbing, Electrical and all building products purchased from the supplier as stipulated both verbally, in catalogue manuals, guides in other such material and on its website (if applicable). Errors and Omissions on all Suppliers product material etc. are excluded.

13.4 Warranty for Goods shall only cover the cost of Goods. The Customer acknowledges that additional costs incurred, including, in the event of a claim by the Customer, such as labour and/or freight, must be borne by the Customer.

13.5 If the Customer is in default of any payment to the Supplier after a written request has been made, the warranty shall cease and the Supplier and manufacturer shall thereafter in no circumstances be liable under the terms of the warranty.

14. RETENTION OF TITLE

14.1 While the risk in Goods shall pass on delivery and/or supply (including all risks associated with unloading), legal and equitable title in the Goods shall remain with the Supplier until payment of all Goods supplied by the Supplier to the Customer is made. Pending such payment, the Customer:

14.1.1 shall hold the Goods as Bailee for the Supplier and shall return the Goods to the Supplier if so requested;

14.1.2 agrees to hold the Goods at the Customer's own risk and is liable to compensate the Supplier for use of and all loss or damage sustained to the Goods whilst they are in the Customer's possession.

14.3 The Customer and its successors or assigns expressly agrees to let the Supplier or its agents reserve the right to enter the Customer's premises without liability for trespass or any resulting damage in retaking possession of the Goods or any items or equipment of their deemed equivalent value to the supplier, (the value of the debt owed by the Customer) and at the suppliers discretion the supplier may either hold those goods or items until the accounts owed to the Supplier by the Customer are fully paid or sell them to clear the debt owed by the customer to the supplier.

15. PERSONAL PROPERTIES SECURITIES ACT (PPSA)

15.1 The Supplier and Customer acknowledge that these terms and conditions constitute a Security Agreement and give rise to a Purchase Money Security Interest (PMSI) in favour of the Supplier over any of the goods supplied or to be supplied to the customer as Grantor pursuant to the terms and conditions.

15.2 The Customer acknowledges and agrees the right of the supplier to register a PMSI in the goods (and their proceeds) supplied already or in the future by the supplier to the customer.

15.3 If the Customer registers a security interest under PPSA, the Supplier may exercise any or all remedies afforded to the supplier as a secured party under it without prejudice to any other rights or remedies arising out of a breach by the Customer of any agreement terms or conditions with the Supplier. The customer further agrees that where the supplier has rights in addition to those under Part 4 of the PPSA, those rights shall continue to apply.

15.4 The goods are collateral for the purposes of the PPSA

15.5 The customer waives any right the customer has under the PPSA to receive notice or notices in relation to registration events to extent permitted by law.

15.6 The Customer expressly and irrevocably agrees that the Supplier is entitled to enter any premises without liability of trespass or resulting damage, where the goods are supplied by the supplier are located to repossess, remove and sell such Goods. The Customer (its successors and assigns, including but not limited to any external manager or administrator) shall not object to or seek to hinder the supplier, or its agents, entering the premises for the purpose of this clause and agrees to indemnify and keep the supplier and its agents indemnified in respect of any claims, actions, costs that may arise against the supplier or its agents, in relation to the removal, repossession and sale of the goods pursuant to these terms and conditions including any claims brought by third parties.

15.7 The customer will, upon demand, pay all of the supplier's expenses and legal costs (as a solicitor/agent/client basis) in relation to or connection with the registration of the supplier's security interest and all other costs associated with protection and enforcement of the supplier's security interest created by these terms and conditions or by undertaking an audit under the provisions of the PPSA, or the repossession of the goods the subject of these terms and conditions or the exercise, enforcement or preservation of any right of interest under these terms and conditions or others that the supplier has with the customer.

16. TERMINATION AND CANCELLATION

Cancellation by Supplier

16.1 The Supplier may cancel any Order to which these Terms and Conditions apply or cancel delivery of Goods at any time before the Goods are delivered provided by giving a written via fax or email notice to the Customer. On giving such notice the Supplier shall refer to the Customer any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage or consequential loss or damage whatever arising from such cancellation.

16.2 Without prejudice to the Supplier's other remedies at law, the Supplier shall be entitled to cancel all or any part of any Order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:

16.2.1 Any money payable to the Supplier becomes overdue; or

16.2.2 The Customer becomes insolvent, becomes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

16.2.3 A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

Cancellation by Customer

16.3 Any Order cannot be cancelled by the Customer unless expressly agreed to by the Supplier in writing.

16.4 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.

16.5 An Order with the Supplier and the Supplier places an Order with a third party Supplier to meet the Customer's request, the Customer shall be liable for the Price of the Goods ordered if the Customer cancels the Order and the Goods have already been dispatched.

Limitation of damage

16.6 The Customer acknowledges that in the event of any breach of this Agreement/Order by the Supplier including indirect, special or consequential loss, the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Order.

SET-OFF

17.1 The Customer shall have no right of set-off in any suit, claim or proceeding brought by the Supplier against the Customer for default in payment.

17.2 The Customer acknowledges that the Supplier can produce this clause in bar of any proceeding for set-off.

18. INSURANCE

18.1 The Customer is responsible to effect whatever insurance cover he requires at his own expense.

19. AGREED USE

19.1 The Customer acknowledges that the Customer may forfeit any rights if any, he may have against the Supplier if:

19.1.1 The Goods are applied for any other use to which the Goods are not intended for and/or not in accordance with any applicable manual;

19.1.2 Any alteration to the Goods is carried out other than in accordance with intended alterations and/or the Goods are not repaired by an authorised repairer.

19.2 The Customer further acknowledges sole responsibility for any damage or injury to property or person caused by using the Goods in any way, which the Customer may forfeit their rights against the Supplier.

19.3 The Customer acknowledges that they have no relied on any representation or warranty from the Supplier with respect to the merchantable quality, description, quality, suitability or fitness of the Goods.

20. JURISDICTION

20.1 This Agreement is deemed to be made in the State of New South Wales and all disputes hereunder shall be determined by the appropriate courts New South Wales.

21.1 The Customer and/or the Guarantor/s agree for the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Supplier.

21.2 The Customer and/or the Guarantor/s agree that the Supplier may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:

21.2.1 To assess an application by Customer;

21.2.2 To notify other credit providers of a default by the Customer;

21.2.3 To exchange information with other credit providers as the status of this credit account, where the Customer is in default with other credit providers;

21.2.4 To assess the credit worthiness of Customer and/or Guarantor/s.

21.3 The Customer consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18k(1)(h) Privacy Act 1988).

21.4 The Customer agrees that personal credit information provided may be used and retained by the Supplier for the following purposes and for other purposes as shall be agreed between the Customer and Supplier or required by law from time to time:

21.4.1 Provision of Goods and/or Services;

21.4.2 Marketing of Goods by the Supplier, its agents or distributors in relation to the Goods;

21.4.3 Analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Goods and/or Services;

21.4.4 Processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer;

21.4.5 Enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods and/or Services.

21.5 The Supplier may give information about the Customer to a credit reporting agency for the following purposes:

21.5.1 To obtain a consumer credit report about the Customer;

21.5.2 Allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

21.5.3 The Customer consents to any electronic address it has set out on the application form and those given to sales, marketing or accounts staff of the supplier, being used by the Supplier to send the Customer and/or any of his employees or contractors electronic messages for the purposes of administering the Customer's account and sales orders and unless the Supplier is told specifically otherwise, for rewards programs, promotion, and