



Application For Commercial Credit Account

Howard F Hudson (a division of Davcor Group Pty Ltd)
ABN 95 003 562 598

Trading Terms 30 Day Net
Page 1 of 3

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APPLICATION is made to **Howard F Hudson (HFH)** (a division of Davcor Group Pty Ltd) ABN 95 003 562 598 **for a 30 day commercial credit account**, by

COMPANY NAME:

ABN:

CONTACT PERSON:

In this Application the Applicant may also be referred to as "the Customer" and HFH (a division of Davcor Group Pty Ltd) as "the Supplier".

The Customer applies for a 30 day commercial credit account with the Supplier upon the terms and conditions set out in this Application and the Terms of Trade as set out following. The Customer provides the following information in support of the Application for the Supplier to assess (which information is warranted to be complete, true and correct).

By signing this Application the Customer declares having read and understood the Application; the Privacy Notice and Consent Form; and Terms of Trade (to apply to all future dealings between the Customer and the Supplier). The Customer also declares that by submitting this Application it is an express representation that the Customer will be able to meet its future financial obligations to the Supplier in respect of the supply of goods and/or services.

1. COMPANY DETAILS	3. BANK & CREDIT DETAILS	5. DIRECTORS/PARTNERS/SOLE TRADERS DETAILS	
Date Business/Company registered	Name of bank.....	1) Name	
Owned or controlled by current management Years..... Months.....	Branch address.....	Address	
Business description (e.g Locksmith).....	Bank BSB number.....	Phone	
Registered Address.....	Bank Account No	DOB	
Nominated Delivery Address (if different from above)	4. TRADE REFERENCES		
Postal Address (if different from above)	1) Name.....	2) Name	
Phone.....	Company.....	Address	
Mobile.....	Phone.....	Phone	
Email.....	Email.....	DOB	
2. ACCOUNT DETAILS		3) Name	
Accounts Name.....	3) Name.....	Address	
Phone.....	Company.....	Phone	
Email.....	Phone.....	DOB	
Purchaser Name.....	Email.....	6. TRADING TRUST DETAILS	
Phone.....	4) Name.....	Is the company a trustee of a trading trust?	
Email.....	Company.....	Y <input type="checkbox"/> N <input type="checkbox"/> If Yes - Identify the name of the trust and the date it was formed	
Must provide Order No? Y <input type="checkbox"/> N <input type="checkbox"/>	Phone.....	
Accept Back Orders? Y <input type="checkbox"/> N <input type="checkbox"/>	Email.....	If so, then the trust must quote its ABN	
Accept Newsletters Y <input type="checkbox"/> N <input type="checkbox"/>		
		You acknowledge that both the company Applicant in its own right and as Trustee of the trading trust are jointly and severally bound by the terms and conditions of this Application and the Terms of Trade	



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Page 2 of 3

PRIVACY ACT 1988: PRIVACY AND CONSENT FORM

This notice and consent applies to the Applicant for credit (whether alone, as a member of a partnership, or in a representative capacity, example, as a trustee); and any individual guarantor. The Applicant and the guarantor are both collectively herein after referred to as "You".

By signing these Terms of Trade and Application for Credit You agree and consent to the collection, use and disclosure of Your personal information on the terms outlined below. A reference in this application to Your personal information includes Your credit information.

7. Consent to exchange of personal information with a credit reporting agency and any related or associated company to HFH (a division of Davcor Group Pty Limited) ("Related Entity").

7.1 You agree that HFH (a division of Davcor Group Pty Limited) may obtain a consumer or other credit report (credit report) about You from a credit or other reporting agency and to disclose that to a Related Entity if necessary for one or more of the following purposes:

- (a) to assess You and Your Application for commercial credit;
 - (b) to assess whether to accept the guarantor for the credit applied for or provided to another party (in which case the guarantor acknowledges that the consent applies until that party's credit account ceases or has been repaid in full); and
 - (c) to administer or manage the credit account (including the collection of overdue payments).
- 7.2 For these purposes You agree that HFH (a division of Davcor Group Pty Limited) may:-
- (a) provide the credit reporting agency and a Related Entity with personal information about You and that this may include, if relevant,
 - (i) information that will identify You;
 - (ii) the fact that credit has been applied for and the amount;
 - (iii) the fact that You applied to act as a guarantor;
 - (iv) the fact that there are overdue payments owed by the Applicant and for which collection has commenced;
 - (v) information about cheques drawn by the Applicant which have been dishonoured more than once;
 - (vi) details about when credit provided to the Applicant has been paid or discharged; and
 - (b) also to obtain a report about Your commercial activities or commercial credit worthiness from a business that provides information about the commercial credit-worthiness of companies and/or persons, and exchange information about You with that business, for the purposes specified above.

8. Consent for HFH (a division of Davcor Group Pty Limited) to obtain credit information.

8.1 You agree that HFH (a division of Davcor Group Pty Limited) may exchange information about You with a Related Entity, other credit providers, (including credit providers who are named in a credit report, or who are named in this Application or in any other credit application that You have made, or to whom You have provided or offered to provide a guarantee for repayment of credit), for the following purposes:

- (a) to assess Your application for commercial credit or Your credit worthiness;
- (b) to consider to accept You as a guarantor(s) of a credit application made by the Applicant;
- (c) to exchange information with other credit providers in relation to the Applicant's credit account or other financial dealings with HFH (a division of Davcor Group Pty Limited);
- (d) to monitor all other credit arrangements of the Applicant with other credit providers; and
- (e) to collect any overdue payments from You and/or moneys guaranteed by You.

8.2 You agree that information exchanged with a Related Entity and other credit providers can include anything about Your credit worthiness, credit standing, credit history, or credit capacity (whether in relation to consumer credit information or commercial credit information about You) that credit providers are allowed to exchange under the Privacy Act.

9. National Privacy Principles Notice Pursuant to Schedule 3 part 1.3 of the Privacy Act 1988

9.1 Your personal information is being collected and stored by and on behalf of HFH (a division of Davcor Group Pty Ltd) and its Related Entities. You can contact us during business hours at:

14 John Hines Avenue Minchinbury NSW 2770
(ph) +612 9612 4747 - (fax) +612 9822 4802

9.2 Your rights to personal information

Your rights include full access to your personal information. You may request a copy of this information or further information about our privacy practices at any time by contacting our office or visiting our website at www.locks.com.au. For further information concerning your rights please visit the Australian Privacy Commissioner's website at: www.privacy.gov.au

9.3 The purpose and uses of your personal information

- (a) HFH (a division of Davcor Group Pty Limited) may collect your personal information for the purposes described in paragraph 7 of this Application.
- (b) The personal information which we collect and hold will in general be used and disclosed for the purpose of carrying out our functions and activities, in the business of manufacturing, warehousing and distribution of locks and related products and services, and providing credit facilities for those goods and services. These purposes include:
 - (i) sales and after-sales activities including warranty;
 - (ii) customer contact, care and information;
 - (iii) customer surveys and analysis;
 - (iv) marketing activities, including communication of information about HFH (a division of Davcor Group Pty Limited) and its Related Entities' products and services;
 - (v) research and development relating to us and our related companies' products and services;
 - (vi) deciding whether to offer you credit, additional credit or to renew credit;
 - (vii) to provide information for the purpose of securitisation;
 - (viii) for any other purpose which we tell you about when we collect you personal information or to which you have given your consent;
 - (ix) for any related purpose which would be reasonably expected in the circumstances; or
 - (x) where otherwise permitted or required by any law.

9.4 The disclosure of your personal information

- (a) Your personal information may be disclosed to the following organisations or types of organisations:
 - (i) a Related Entity;
 - (ii) to the advisors, consultants and contractors we ordinarily engage for our ordinary business purposes (such as insurers, printers, lawyers, accountants and other service providers);
 - (iii) to one or more of our Related Entities on condition that they use it for the same purposes as set out above and only in connection with the HFH (a division of Davcor Group Pty Limited) or in connection with a Related Entity;
 - (iv) any other person or entity to whom you have consented we disclose your personal information;
 - (v) any disclosure which is required or authorised by law, including to AUSTRAC in respect of any suspicious or threshold transactions or activities; and
 - (vi) if you have applied for credit from us:
 - (A) to a credit reporting agency for the purpose of obtaining a credit report about you and/or to allow the credit reporting agency to maintain a credit information file containing information about you;
 - (B) to a 'Related Entity';
 - (C) to a debt collection agency;
 - (D) to other credit providers for the purpose of assessing your application for credit; or
 - (E) to guarantors if a credit arrangement is guaranteed
- (b) We will only disclose your consumer credit report information to outside persons as outlined above or as permitted by the Privacy Act.
- (c) We will take reasonable steps to protect the personal information we hold from misuse and loss

GUARANTEE AND INDEMNITY

and from unauthorised access, modification or disclosure.

- 10. At the request of the guarantor(s) described below (the Guarantor), and in consideration of that request the Supplier may supply from time to time goods and/or services and/or make available to the Customer certain financial accommodation in anticipation or in consequence of the supply of goods and/or services to the Customer pursuant to this Application.
- 11. In consideration of the supply of goods and/or services to the customer and/or any financial accommodation that the Supplier may make available to or for the benefit of the Customer, the Guarantor unconditionally and irrevocably guarantees the due and punctual payment by the Customer to the Supplier of all moneys owing by the Customer to the Supplier now or in the future including any interest accruing on any moneys owing and the recovery, enforcement, and collection expenses, in relation to the supply of goods and/or services to the Customer and/or the making available of financial accommodation and in respect of all liabilities and losses that shall or may arise in consequence of a failure to pay such moneys and whether the Customer is liable alone, jointly and/or severally (Guaranteed Moneys).
- 12. The Guarantor shall pay the Supplier on demand the Guaranteed Moneys.
- 13. If there is more than one Guarantor, a reference to the Guarantor is deemed to be a reference to each guarantor severally and to all Guarantors jointly.
- 14. This Guarantee and indemnity is a continuing guarantee and is not limited by time or amount and shall subsist whilst ever the Guaranteed Moneys remain unpaid and/or there is any outstanding and unfulfilled liability owed to the Supplier (whether accrued due, pending and/or contingent, including in respect of payments already made by the Customer and where such payments are later demanded by a liquidator or trustee in bankruptcy to be repaid as a preferential payment).
- 15. The Guarantor acknowledges that the Supplier may in its absolute discretion afford accommodation, time or other indulgence to or for the benefit of the Customer without affecting the liability of the Guarantor to the Supplier hereunder.
- 16. As a separate and independent obligation the Guarantor hereby indemnifies the Supplier against all losses, costs, expenses and damages as may be suffered or incurred by the Supplier as a result of the Customer's defaults in relation to the supply of goods and/or services and/or following the making available of financial accommodation. The laws of New South Wales govern the construction and interpretation of this Guarantee and Indemnity and each party agrees to irrevocably submit to the exclusive jurisdiction of the Courts of New South Wales and waives any objection to proceedings in such Courts, provided that the Supplier may elect that the Courts of another jurisdiction shall apply.

IMPORTANT NOTE: YOU MAY WISH TO SEEK INDEPENDENT LEGAL AND FINANCIAL ADVICE BEFORE SIGNING THIS GUARANTEE AND INDEMNITY.

The Guarantee and Indemnity is made upon the _____ day of _____ 20____, and in doing so each Guarantor declares:

- That he/she has read and understood the Application made by the Customer; the Privacy Notice and Consent Form; Terms of Trade and this Guarantee and Indemnity.
- Having read and understood the Application made by the Customer (filled out by the Customer) upon the Terms of Trade included with it.
- Having satisfied himself / herself as to the financial position, creditworthiness and ability of the Customer to meet its financial obligations to the Supplier as and when they fall due.
- Having entered into this Guarantee and Indemnity freely and without any coercion or undue pressure.

I DECLARE that I have the authority of the Applicant to make this Application. Signed for and on behalf of the Customer:

Name:	
Position:	
Date:	
Signed by Guarantor (1)	Name:
	Address:
	Telephone:
Witness Name (Print):	
Witness Address:	
Signed by Guarantor (2)	Name:
	Address:
	Telephone:
Witness Name (Print):	
Witness Address:	



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Page 3 of 3

TERMS OF TRADE - EFFECTIVE August 2015

1. Nature

1.1 These Terms of Trade, although part of the Application for Commercial Credit Account, are also the Terms of Trade in relation to each sale of goods and/or provision of services by the Supplier to the Customer. The Supplier is under no obligation to supply goods and/or services. The Customer acknowledges and agrees that these Terms of Trade may be altered by amendment and/or deletion by the Supplier at any time and such amended Terms of Trade shall thereupon apply to each sale of goods and/or provision of services thereafter unless a quotation by the Supplier has been provided to the Customer (including the current Terms of Trade) and such quotation has been accepted by the Customer in accordance with its terms and conditions (whereupon the Terms of Trade applicable to the quotation shall apply to the subsequent delivery of goods and/or provision of services). All invoices raised by the Supplier in consequence of an order shall include the then current

Terms of Trade.

1.2 The customer or an end-user of the products and services may have rights under the Australian Consumer Law which are not affected by these Terms of Trade. The provisions of these Terms of Trade are to be read subject to those rights and subject to any other statutory provisions which by law cannot be excluded and which are contrary to the provisions hereof.

2. Parties

The Supplier, where appropriate, includes the employees, agents, subcontractors, successors and assignees of and any entity claiming through or under the Supplier. The Customer means the legal entity that has completed an Application for Commercial Credit Account and is purchasing or agreeing to purchase goods and/or services of the Supplier and includes the employees, agents, sub-contractors and successors of and any entity claiming through or under the Customer.

3. Prices, Credits, Quotations, Cancellations and Taxes

3.1 All prices for goods and/or services are in accordance with the Suppliers' published price list from time to time and are subject to change without notice unless the price is expressly stated to be fixed in a quotation (and then only if the quotation is accepted in accordance with its terms). The Supplier may set a minimum total order invoice value for any one order.

3.2 All quotations of the Supplier are valid only if in writing and then for thirty (30) days from the date of issue unless a shorter or longer period is stated in the quotation. No order, whether resulting from a quotation or otherwise, will result in a binding contract until the order is accepted in writing by the Supplier or by delivery of the goods and/or the provision of services by the Supplier to the Customer pursuant to an order. Each accepted quotation and delivery pursuant to an order creates a separate contract.

3.3 All prices are exclusive of goods and services tax ("GST"). GST and any other taxes and statutory charges levied in relation to the goods sold and/or services provided shall be added to the price.

3.4 The Supplier may in its absolute discretion require payment of a deposit, pre-payment and/or the provision of a Bank Guarantee or Bond (on terms satisfactory to the Supplier) particularly as regards orders that are out of the ordinary course of business either because of the type of goods ordered or services requested; the time of delivery; and/or any special requirements of the Customer. Despite an accepted Commercial Credit Account Application it is in the Supplier's absolute discretion whether or not to supply goods and/or services on credit to the Customer. If credit is extended by the Supplier to the Customer then unless otherwise agreed in writing, payment is due by the end of the calendar month following the calendar month in respect of which the invoice was raised to the Customer. This is subject to Clause 20 hereof - "Other Payment Options and Conditions". The Supplier may, by notice in writing at any time, withdraw or vary the terms on which credit is offered or given.

3.5 The Customer must pay all direct and indirect costs incurred by the Supplier on cancellation of any order by the Customer for any reason.

4. Delivery of Goods and Conditions

4.1 The Supplier may use any mode of transport to deliver the goods; may substitute one mode of transport for another; and may use any sub-contractor or agent to effect delivery. The Supplier reserves the right to charge at its sole discretion the cost of delivery. The Supplier may agree to deliver goods to an address other than the Customer's Nominated Address of the Customer, in which case the Customer shall pay all additional transport costs.

4.2 Whether or not the goods have been supplied as a result of a quotation issued by the Supplier or otherwise, delivery of the goods is subject in all cases to the availability of the goods and the Supplier will not be liable for any charges, costs and/or expenses because of a failure to deliver due to the unavailability of the goods.

4.3 Whether the place of delivery is or is not at the Customer's Nominated Address and the Customer is not present at the time of delivery, the Supplier may nevertheless at its discretion proceed to unload the goods, and all costs occasioned by a failed delivery are to the account of the Customer. If for any reason the goods cannot be delivered, then the Supplier may in its discretion suspend delivery until the issues relevant to delivery are resolved to the satisfaction of the Supplier. That suspension will not be breach of the contract and the time or period for delivery will be extended accordingly.

4.4 The Customer must provide at all times safe access to and upon the Nominated Address and the Customer must comply with all applicable regulations as to the safe handling, storage and disposal of the goods.

4.5 Delivery of the goods is deemed to have been made by the Supplier and the Customer is deemed to have accepted the goods with the risk in the goods having passed to the Customer upon loading of the goods onto the Customer's transport (in the case of delivery from the Supplier's premises) or upon discharge from the Supplier's transport at the Customer's Nominated Address or other address (in all other cases).

4.6 The provisions of this clause are subject to all statutory provisions to the contrary (including but not limited to any rights that the Customer may have under the Australian Consumer Law). Any statements as to suitability, quality, fitness for purpose, capacity or otherwise in relation to the goods and/or services to be supplied in any documents issued by the Supplier do not form part of any contract between the Customer and the Supplier unless specifically agreed to in writing by the Supplier. The Customer warrants that it has satisfied itself by means other than information provided by the Supplier as to the quality and fitness for purpose of the goods offered for sale before the Customer requested a quotation and/or placed an order in

respect of them.

4.7 It is the responsibility of the Customer at the time of delivery of the goods to undertake inspections of the goods so as to determine the correct quantity of the goods delivered; that they confirm to the description given in the delivery docket; and to satisfy the Customer of their general state and condition.

4.8 Any orders that cannot be fulfilled from the Supplier's warehouse stock will automatically be back ordered and will either be supplied from an alternative warehouse or will be ordered from an alternative Supplier, at the Supplier's sole discretion.

5. Information and Change in Circumstances

5.1 The Customer must advise the Supplier in writing of any material change in its business structure and/or financial circumstances within 7 days of the change occurring.

5.2 The Supplier may from time to time require financial or other trading information concerning the ongoing creditworthiness of the Customer and the Customer must promptly supply that information which the Supplier may require to be provided as a pre-condition to the supply of goods and/or services.

6. Delivery of Goods and Provision of Services by Instalments or Stages

Where by a contract the Supplier is to deliver goods by instalments or supply services by stages (and whether or not the price for either is paid by instalments corresponding to each delivery or supply), each instalment or stage shall be treated as a severable contract and whether or not there is one contract in respect of the goods or services.

7. Account Closure

The Supplier reserves the right to request payment of all current and forward orders upon closure of the Commercial Credit Account or sale of the business of the Customer. The Supplier requires not less than seven (7) days written notice prior to the Customer closing the Commercial Credit Account.

8. Product Development

The Supplier's goods are constantly evolving through market and technical research and development and the Supplier reserves the right to change specifications and/or discontinue goods at the Supplier's sole discretion.

9. Title to Goods

9.1 The goods remain the property of the Supplier until the whole of the price is paid in full provided that:

(a) the Customer may sell the goods in the ordinary course of its business as agent for the Supplier and will hold the proceeds of sale on trust for the Supplier; and

(b) the Customer agrees that until any sale by the Customer in the ordinary course is made:

(i) the Customer possesses the goods as bailee for the Supplier and, if the goods are incorporated into other goods, those goods are, to the extent possible, held by the Customer on trust for the Supplier; and

(ii) the Customer shall return the goods to the Supplier on demand.

9.2 The Customer acknowledges that these Terms of Trade evidence a security agreement over the goods within the meaning of Section 20 of the Personal Property Securities Act 2009 (Cth) ("the Act") and that the Supplier is entitled to register a financing statement with respect to a security interest in the goods on the Personal Property Securities Register, or any successor to that register, as commercial property before or after completion of the sale of the goods to the Customer. The Customer hereby waives its right to be given notice of a verification statement under section 157 of the Act.

10. Non-payment, Breach etc

If the Customer:

(a) makes any representation or provides any information to the Supplier that is incomplete, untrue and/or misleading;

(b) does not pay the Supplier for goods and/or services as provided when payment is due;

(c) defaults in its performance of any of these Terms of Trade or any other terms and conditions in a quotation issued by the Supplier or otherwise specified by the Customer;

(d) becomes bankrupt, insolvent or subject to external administration, or proposes or threatens to become so;

(e) ceases to conduct its business or ceases to conduct its business as a going concern or proposes or threatens to do so, or

(f) advises the Supplier of a change in its financial circumstances which in the Supplier's opinion may materially affect the Customer's ability to perform all of its obligations owed to the Supplier;

THEN the Supplier may in its absolute discretion suspend further performance hereunder and any related corporation of the Customer may do likewise and for such time as it determines, or it may terminate the contract with the Customer. In the event of default by the Customer, all amounts payable by the Customer to the Supplier (and on any contract) will automatically and immediately become due and owing to the Supplier. The Supplier may, for the purpose of recovering possession of the goods enter onto the premises where the goods are located without notice. The Customer shall pay all legal expenses (on a solicitor and client basis) and any other expenses incurred by the Supplier in collecting overdue monies or in the enforcement of these Terms of Trade with the Customer.

11. Supplier Liability

The Customer may have rights under the Australian Consumer Law which are not affected by these Terms of Trade. The provisions of this clause 11 are to be read subject to those rights and, subject to any other subject, to all statutory provisions which cannot be excluded and are contrary to the provisions of this clause 11. To the contrary, and to the fullest extent permitted by law:

(a) If the Customer asserts any alleged defect or irregularity whether with respect to quantity, description, condition or otherwise of the goods and/or services provided, the Customer must give telephone notice to the Supplier within 72 hours of receipt of the goods and/or provision of services and written notice within 14 days of the invoice date (which notice is to contain sufficient particulars of the alleged defect or irregularity). The Supplier will only consider claims made after those times in its absolute discretion and its decision will be final and binding on the Customer. The Customer must obtain a return authorisation number from the Supplier prior to the actual return of the goods. Any packaged goods can be returned only in their original and complete package and must be in a good and saleable condition.

(b) So far as the Australian Consumer Law permits, the liability of the Supplier, if any, for failure to comply with a guarantee in respect of defective goods will be limited to the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having

the goods repaired, as the Supplier may in its complete discretion choose the replacement of such defective goods, the supply of equivalent goods, or the cost of replacing any defective goods, in the Supplier's sole option.

(c) The Supplier's liability for failure to comply with a guarantee in regard to services is limited to the supplying of the services again, or the payment of the cost of having the services supplied again, as the Supplier may in its complete discretion choose. If the alleged breach relates to services supplied by the Supplier, the Supplier will, in its sole discretion, supply the services again or pay for the costs of having the services supplied again.

(d) To the extent permitted by law, all guarantees, warranties, undertakings or representations expressed or implied, whether arising by statute, international convention or otherwise, are expressly excluded. The Supplier will not be responsible for any re-installation, travel and/or other ancillary or consequential costs related to defective goods and/or services.

(e) The Customer acknowledges and agrees that specially made to order goods cannot be returned and there is no credit given on software, master keys or manuals.

(f) The Supplier will not be liable in any way (including for negligence) for loss of or damage (including indirect and/or consequential loss and damage) to or misdelivery of, or failure to deliver or delay in the delivery of the goods and/or services through any reason whatsoever. In particular, no warranty or representation is made as to changes in the quality and/or performance of goods after delivery, including their corrosion resistance and durability of finish (especially as to those goods that are exposed to the elements) and any and all terms and conditions in these respects are expressly excluded.

(g) The Customer shall indemnify and keep indemnified the Supplier against all and any liabilities, claims, losses, damages and costs of whatsoever kind and howsoever arising in relation to any use made of the goods and/or services by or on behalf of the Customer (including any re-supply of the goods and/or services by the Customer to third parties).

12. Non-waiver of Breach

If the Supplier does not act in relation to a breach by the Customer of any of these Terms and Conditions of Trade or of any additional Terms of Trade of a relevant contract (including an accepted quotation), this such failure to act does not waive the Supplier's right to act with respect to that breach or subsequent or similar breaches.

13. Preservation of Rights

The termination of any contract between the Supplier and the Customer on any account whatsoever does not in any way prejudice or affect the rights, duties or obligations of the parties under any such contract that may have arisen before the date of termination.

14. Intellectual Property

To the extent permitted by law, the Supplier reserves the right to all copyright, trademarks, industrial, designs, patents and any other industrial and intellectual property rights on all the Supplier drawings, designs, diagrams, schemes, plans, publications and other documents, ideas, discoveries, improvements and inventions. The Customer shall not copy, use or allow any third party to use any of the foregoing without the Supplier's prior written consent.

15. Force Majeure

If by reason of any fact, circumstance, matter or thing beyond the reasonable foreseeable and practical control of the Supplier, the Supplier is unable to perform in whole or in part any of its obligations to the Customer, then the Supplier will be relieved of that obligation to the extent and for such period that it is unable to perform and will not be liable to the Customer in respect of such inability.

16. Time of the Essence

Where an obligation is imposed on the Customer by these Terms of Trade, or the relevant contract, (including an accepted quotation), time is of the essence.

17. Severance

If any of these Terms of Trade or additional Terms of Trade of a part of any relevant contract (including an accepted quotation) is invalid or unenforceable, it will be struck out and the remaining terms and conditions will remain in full force and effect.

18. Remedies Law and Jurisdiction and Other Remedies

18.1 The exercise of any remedy herein shall be without prejudice to any other right or remedy available to either party.

18.2 All contracts for the sale of goods and/or services by the Supplier to the Customer shall be deemed to have been made in New South Wales and the laws of that State shall govern its construction and interpretation.

18.3 Each party hereby submits to the exclusive jurisdiction of the Courts of New South Wales and waives any objection to proceedings in such Courts provided that the Supplier may elect that the Courts of another jurisdiction shall apply.

19. Confidentiality

The Customer must maintain the confidentiality of the terms of all quotations and accepted orders and all trade and commercial secrets of the Supplier and of any other commercially sensitive or valuable information of the Customer in whatever form received by the Supplier ("Confidential Information") and may only use Confidential Information for the purposes of the customer's contracts with the Supplier and any other dealings between the Supplier and the Customer.

20. Other Payment Options and Conditions

20.1 Credit card payments will attract a 1% merchant fee and the Supplier will only accept Visa and Mastercard.

20.2 The Supplier offers a 1% "early bird" discount for all methods of payment. In the case of credit cards, this will offset the 1% merchant fee (refer 20.4 below).

20.3 The Supplier also offers an autopay option, to ensure that the Customer always has the benefit of the early bird discount (refer 20.4 below).

20.4 Conditions applicable to receiving early bird discount.

(a) Payment is required by the 10th of the month for the previous month's purchases, regardless if it is a weekday or not. For example, if the Customer pays invoices issued in February by the 10th of March, then the Customer is entitled to pay and the Supplier to accept the discounted "early bird" amount.

(b) Any amounts paid after this period has expired will not attract the discount (as the discount is calculated automatically by the Supplier's computer system).

(c) As the Supplier cannot guarantee that a posted statement is received before the 10th of the month, the Customer is encouraged to either use the Supplier's autopay option and/or use the Suppliers "Daveweb" online statement

(a login is required).