

COMMERCIAL CREDIT APPLICATION FORM

YOUR BRANCH ☐ Perth ☐ Sydney ☐ Brisbane

Complete every section, sign pages 1 and 2, and email them to the branch you will deal with (emails at the bottom of each page).

BUSINESS DETAILS

APPLICANT'S NAME (COMPANY NAME)		ABN
TRADING NAME IN FULL		
POSTAL (BUSINESS) ADDRESS		POSTCODE
A/C PAYABLE CONTACT	PHONE	FAX
EMAIL ADDRESS		DATE BUSINESS ESTABLISHED
TYPE OF BUSINESS		
BUSINESS STRUCTURE (MARK WITH AN X)	☐ Sole Trader ☐ Partnership ☐ Company ☐ Trust	

OWNERS OR DIRECTORS Full names & addresses

1	FULL NAME	DATE OF BIRTH	PHONE
	ADDRESS		
2	FULL NAME	DATE OF BIRTH	PHONE
	ADDRESS		
3	FULL NAME	DATE OF BIRTH	PHONE
	ADDRESS		

TRADE CREDIT REFERENCES Do not include freight or fuel companies

1	COMPANY	PHONE	FAX	EMAIL
2	COMPANY	PHONE	FAX	EMAIL
3	COMPANY	PHONE	FAX	EMAIL

CREDIT LIMIT REQUESTED

 ARE PURCHASE ORDERS REQUIRED FOR PAYMENT? ☐ Yes ☐ No

TERMS

- I / We understand & acknowledge by signing this application that Source My Parts Ltd trading terms are **30 days** from EOM and I / we undertake to pay all accounts on due date
- If the account balance becomes overdue, the account will automatically be suspended until it is brought within the trading terms.
- I / We acknowledge upon acceptance of this application Source My Parts Pty Ltd will notify the applicant in writing of the applicants account credit limit. If the account credit limit is or may be exceeded must be paid in full
- I / We hereby certify that the above information is true & correct at the date of this application.
- I / We hereby agree to advise Source My Parts Pty Ltd immediately upon any changes to the information contained in this application and of any changes to the business structure making this application. I / We further agree that any change to any of the above particulars is subject to written approval by the Directors of Source My Parts Pty Ltd.
- Should this application be accepted by Source My Parts Ltd the applicant hereby agrees that the credit account shall be subject to the terms of this application and the usual terms and conditions of trade of Source My Parts Pty Ltd, a copy of which is attached to this application and which the applicant has read, understands and agrees to abide by such terms and conditions of trade.
- I / We hereby authorise Source My Parts Pty Ltd to contact those trade references listed as part of this application.

DATED THIS (DAY)	DAY OF (MONTH)	IN THE YEAR OF
PRINT NAME OF AUTHORISED OFFICER OF APPLICANT	SIGNATURE OF AUTHORISED OFFICER	POSITION
PRINT NAME OF AUTHORISED OFFICER OF APPLICANT	SIGNATURE OF AUTHORISED OFFICER	POSITION
NAME OF WITNESS	SIGNATURE OF WITNESS	

PRIVACY ACT DECLARATION

(Completion of this section is mandatory)

Source My Parts Ltd hereby advises that, pursuant to the Privacy Act 1988, information disclosed in this credit application may be disclosed to a credit reporting agency. Under the regulations of the Privacy Act 1988 the applicant hereby agrees to Source My Parts Pty Ltd obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit, and agrees to that agency or provider providing that information to Source My Parts Pty Ltd for that purpose. The applicant agrees to Source My Parts Pty Ltd disclosing a credit report about the applicant to any credit provider, debt collection agency or other party for the purpose of assessing the applicant's credit worthiness or to collect any overdue payments.

DATED THIS (DAY)	DAY OF (MONTH)	IN THE YEAR OF
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SIGNATURE OF AUTHORISED OFFICER		POSITION
NAME OF WITNESS	SIGNATURE OF WITNESS	

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NAME OF WITNESS	SIGNATURE OF WITNESS	

DEED OF GUARANTEE

I / We the undersigned in consideration of Source My Parts Pty Ltd agreeing to supply goods & services to the applicant on credit, hereby jointly & severally agree:

1. to guarantee unconditionally to Source My Parts Pty Ltd the due and punctual payment by the applicant of all monies now or hereafter owing to Source My Parts Pty Ltd relating to the supply by Source My Parts Pty Ltd of goods and/or services to the applicant; and the due observance & performance by the applicant of all its obligations under the terms & conditions of credit granted by Source My Parts Pty Ltd.
2. that Source My Parts Pty Ltd may act against the me/us or any of us as principal debtor(s) & I / we hereby waive all & any of my / our rights as surety's which may at any time be inconsistent with this provision.
3. that this Guarantee shall be a continuing guarantee & shall not be revoked by the death of me/any of us or be impaired by any change in the members or shareholders of the applicant.

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RETURN THIS FORM Email all signed pages to the branch you will deal with

PERTH sales@smparts.com.au

SYDNEY nsw@smparts.com.au

BRISBANE qld@smparts.com.au

FULL TERMS AND CONDITIONS APPLYING TO THE SALE OF GOODS

1. **DEFINITIONS** - In these Terms and Conditions:
"Goods" means all goods, chattels, plant, equipment, machinery, stores, parts or components sold by the Seller;
"Manufacturer" means the maker or makers of Goods (or any part or component of the Goods) sold by the Seller;
"Purchaser" means the person, firm or corporation to whom the Goods are sold. Also referred to as the applicant.
"Seller" means Source My Parts Pty Ltd (ABN 43 602 924 210) trading as Source My Parts Pty Ltd
"Debt" means all monies owing to the Seller from the Purchaser, including any amounts due in accordance with Clause 13.
2. **CONDITIONS TO APPLY**
2.1 Unless otherwise agreed in writing, Goods are supplied by the Seller only on these terms and conditions which shall become part of the contract ("Contract") between Seller and Purchaser with respect to the Goods and which shall apply to the exclusion of any terms or conditions contained in any written order or confirmation by the Purchaser. The giving by the Purchaser of any delivery instructions for the Goods or any part thereof or the acceptance by the Purchaser of delivery of the Goods or any part thereof or any conduct by the Purchaser in confirmation of the transaction after receipt by the Purchaser of the Seller's acceptance shall constitute unqualified acceptance by the Purchaser of these conditions.
2.2 All descriptive matter and specifications, drawings and particulars of weights and dimensions submitted with or prior to any quotation of the Seller or contained in the Seller's catalogue, price lists or advertising matter are intended merely to present a general idea of the Goods described therein, and none of these shall form part of the Contract.
3. **DELIVERY**
3.1 All reasonable efforts will be made by the Seller to complete and deliver the Goods within seven (7) days of notifying the Purchaser that the Goods are ready for delivery but time shall not be of the essence and no penalty or damages will be incurred by the Seller for late delivery or failure to deliver the Goods or any part thereof due to:-
(a) acts of God, strikes, lockouts, trade disputes, fire, breakdowns, interruption of transport, government action or any other cause whatsoever outside the Seller's control; or
(b) any acts, omissions, neglect or default of the Seller, its servants or agents; or
(c) any breach by the Seller, its servants or agents of any term of the contract.
3.2 The Purchaser shall accept delivery in accordance with any quotation and if the Purchaser fails to do so within fourteen (14) days after being requested to accept delivery by the Seller, the Goods shall be deemed to have been delivered upon the expiration of that period and shall be thereafter at the risk of the Purchaser, who shall pay the Seller upon demand for costs incurred thereafter by the Seller in relation to the Goods provided that the Seller is under no obligation to store or insure or care for the Goods after that expiration.
4. **SPECIFICATIONS**
4.1 The Purchaser may provide specifications to the Seller with the written order for the Goods.
4.2 If before the manufacture of the Goods the Manufacturer modifies its specification the modified specification shall be substituted for any specification in the quotation and:-
(a) the Purchaser shall accept the Goods as manufactured in accordance with the modified specification of the seller's obligations under the Contract.
(b) the Purchaser shall pay any increase in the Manufacturer's prices resulting from such modifications.
5. **TITLE**
5.1 Title to the property in the Goods shall not pass to the Purchaser until the Purchaser has paid to the Seller, by way of cleared funds, the Debt.
5.2 Until payment, by way of cleared funds, of the Debt, the Purchaser is to insure the Goods and store them with proper care. The Purchaser hereby indemnifies the Seller against any loss or damage to the Goods howsoever arising.
5.3 The Purchaser may sell the Goods in its own name and not as agent for the Seller by way of bona fide sale and full market value and in the ordinary course of the Purchaser's business. Any sale of the Goods by the Purchaser in accordance with this clause shall be affected as bailee for the Seller and the proceeds of such sale will be held in a separate account (or otherwise clearly identified in the books and records of the Purchaser). Any rights against the Purchaser's customers arising as a consequence of the sale of Goods and the proceeds of such a sale will be held on account for the Seller.
5.4 The Purchaser must, on request, disclose to the Seller all relevant information regarding the Goods and any sub-sale by the Purchaser.
5.5 The Purchaser must inform the Seller immediately of any levy of execution or attempt to levy execution by any third party against the Goods, the title to which is reserved to the Seller hereunder.
5.6 In the event that:
(a) the Seller receives notice of or reasonably believes that a third person may attempt to levy execution against the Goods; or
(b) the Purchaser becomes unable to pay its Debts as and when they fall due;
then the Seller may at any time without notice to the Purchaser terminate any provision of these terms and the bailment referred to in sub-clause 5.3, and enter upon any premises owned or occupied by the Purchaser where the Seller reasonably believes the Goods may be stored, repossess the Goods without being liable for any damage caused, and subsequently dispose of the Goods at the Seller's discretion.
5.7 If the Purchaser incorporates or mixes the Goods with any other items to create new products (the Products) such that the Goods are not a readily identifiable and removable part of the Products, then until the Debt has been paid:
(a) the Purchaser shall store the product separately so as to be readily identifiable.
(b) the Seller shall have title to the Products; and
(c) this Clause 5 shall apply as if references to "Goods" were references to "Products".
In the event that the Goods are sold by the Seller following repossession under this Clause 5, any excess of the proceeds of the sale (less expenses of repossession and sale over the costs of the Goods) as supplied to the Purchaser shall be paid to the Purchaser, after all the Debt has been paid.
6. **RISK** - The risk of any loss or damage to or deterioration in the Goods from whatever cause arising shall pass to the Purchaser and be borne by him immediately upon delivery into the hands of the Purchaser, his agent or employee or deemed delivery pursuant to Clause 3.
7. **LIEN** - The Seller reserves the right to retain the Goods until payment, by way of cleared funds, has been received in full.
8. **NO REPRESENTATIONS** - Except for any conditions or warranties issued in writing by the Seller, the Purchaser agrees that it has not relied on any inducement, representations or statements made by or on behalf of the Seller in acquiring the Goods.
9. **LIMITATION OF LIABILITY: NON-DOMESTIC GOODS** - In the case of Goods or services which are supplied by the Seller to a consumer within the meaning of the Trade Practices Act 1974, to the extent that the Goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the liability of the Seller shall be limited, at the option of the Seller to:
(a) the replacement of the Goods or the supply of equivalent Goods; or
(b) the cost of repair or replacement of the goods; or
(c) the re-supply of services or the cost of re-supplying them again,
and without limiting the generality of the foregoing, shall not include any other liability in respect of, arising out of or in connection with any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred as a result of such breach.
10. **LIMITATIONS OF LIABILITY: NON-CONSUMER TRANSACTIONS** - Any claim for defective Goods must be made in writing to the Seller within seventy-two (72) hours after delivery. The Goods in respect of which any such claim is made shall be preserved intact as delivered for a period of fourteen (14) days after such notice is given within which time the Seller shall have the right to attend and inspect the same. Any breach of this condition shall disentitle the Purchaser to any consideration of such claims. The Seller shall not be liable to make good any expenditures, damages and/or loss arising out of any user or dealing with the Goods howsoever such expenditure, damages or loss shall arise and whether from any defect in the Goods or otherwise the Seller's liability being strictly limited to further repair of the Goods being returned to the Seller.
11. **PASSING OF RISK** - "Goods delivered to the Seller remain at the Purchaser's risk and, subject to clause 9, the Seller shall not be liable for any loss or damage to the Goods in the Seller's possession whether caused by the negligence of any of the Seller's servants, agents or employees or any other cause whatsoever."
12. **GOODS NOT IN ACCORDANCE** - Subject only to the application of any conditions and warranties implied by the Trade Practices Act (Cth) and which cannot be modified or excluded, the Purchaser shall within fourteen (14) days of delivery or deemed delivery of the Goods give notice in writing to the Seller of any matter or thing by reason whereof the Purchaser alleges that the Goods are not in accordance with the Contract, failing which the Goods shall be deemed to be in all respects in accordance with the Contract and the Purchaser shall be bound to accept and pay for the Goods accordingly. Where the Goods are returned within the period of fourteen (14) days, the Seller shall refund the price (if already paid) less 10% thereof.

13. PRICE

- 13.1 Unless otherwise stated in writing, all quoted prices are for delivery at the place specified in the quotation (if any) and are payable without discount or allowance.
- 13.2 The Purchaser shall pay to the Seller in addition to the quoted or list price:-
- (a) all packaging costs;
 - (b) all taxes, duties and charges whatsoever imposed by any government or other authority and payable in respect or by reason of the sale or delivery of the goods or any part thereof whether or not the same were payable at the date of the quotation or order and including (without prejudice to the generality of the foregoing) charges for import, export or currency licenses, sales, consumption, turnover or purchase taxes and duties of customs and excise;

- (c) the amount of any increase in the cost of the Seller of supplying or delivering the Goods or any part thereof occurring after the date of quotation or order for any reason whatsoever including (without prejudice to the generality of the foregoing) changes in Manufacturer's prices, rates of exchange, landing charges and port dues and the cost of carriage, insurance and handling;
- (d) any increase in the cost to the Seller arising from delivery of the Goods to a place at a time or in a manner other than that specified in the quotation or order resulting from any request made by the Purchaser or any other reason whatsoever beyond the control of the Seller;
- (e) any excess over the amount allowed by the Seller in quoting the price actually incurred by the Seller in respect of freight and insurance or port dues or handling charges at any port to which the Goods are to be shipped which is not regularly served without trans-shipment by a line of steamers; and
- (f) any excess over the amount allowed by the Seller in quoting the price for supplying or delivering the Goods where such excess results from any error or omission on the part of the Seller, its servants or agents affecting the price or its calculation.

- 13.3 The purchase price shall be paid by the Purchaser to the Seller in full within seven (7) days of the delivery notification and the Purchaser shall not be entitled to withhold payment or make any deduction from the price in respect of any set-off or counter-claim.

- 13.4 If the Purchaser fails to pay the purchase price or any other expenses required under Clause 13.3 as aforesaid, the Seller shall be entitled (without prejudice to any other right hereunder):-

- (a) to charge interest thereon from the date when due until payment at the rate of two per centum (2%) above the maximum overdraft rate of the Seller's bankers for the time being in force; and
- (b) to give the Purchaser written notice that the Seller intends to retake possession of the Goods and to resell the Goods within a stated period being not less than seven (7) days. If the Purchaser fails within that period to pay the purchase price (and interest thereon) the Seller shall be entitled to retake possession of the Goods (and for that purpose the Purchaser irrevocably licenses the Seller to enter upon any premises where the Goods may be situated for the purposes of removing the Goods and the Purchaser indemnifies the Seller against any action claim or demand arising out of any act lawfully done by the Seller in the exercise of its powers hereunder) and to resell the Goods and shall be released from all obligations under the Contract and the Purchaser shall pay to the Seller – (i) charges for and incidental to the storage and handling of the Goods until their delivery under the resale; (ii) interest on the purchase price of the Goods from the date when due until payment upon their resale at the rate of two per centum (2%) above the maximum overdraft rate of the Seller's bankers for the time being in force; (iii) the amount, if any, by which the purchase price on resale is less than the purchase price hereunder; (iv) the balance of any expenses incurred by the Seller in making delivery under resale of the Goods over and above normal delivery expenses incurred by the Seller on such delivery; and (v) the Seller's gross profit on the sale to the Purchaser who acknowledges that the resale has deprived the Seller of a probable customer for other like goods.

14. EXCLUSION OF CONSEQUENTIAL LIABILITY

- (a) Subject only to terms implied by the Trade Practices Act or rights of action created thereunder which cannot be excluded or modified, the Seller shall not be responsible or liable for damage, injury or loss of any kind whatsoever, to any property or persons howsoever caused arising from the Goods whether such loss arises directly or indirectly.
- (b) The Purchaser shall indemnify and hold harmless the Seller for any loss or damage caused by the Seller, its agents, sub-contractors, or employees in removing the Goods in accordance with Clause 13.4 unless such loss or damage was caused by the negligence of the Seller, its agents, sub-contractors or employees.

15. INTELLECTUAL PROPERTY

- (a) If the Purchaser provides to the Company specifications, designs, plans, descriptions, prototypes, samples, tooling or components for or in relation to the Goods or their manufacture or delivery, the Purchaser shall indemnify the Seller against any claims, actions, demands, costs, damages or expenses arising from or incurred by reason of any infringement or alleged infringement of any registered or unregistered patent, design or trade mark or name, or any copyright, rights in respect of confidential information or other protected or proprietary rights arising from the supply or use of such specifications, designs, plans, description, prototype, samples, tooling or components. The Seller shall not be required to defend any action, claim or demand or to contest any costs or expenses covered by this indemnity before it shall be entitled to the benefit of this indemnity.
- (b) The copyright, patent rights, design rights and all other intellectual property rights in respect to or contained within the Goods or in any drawing, plan prototype or specification in relation to the Goods or their manufacture which have been developed by or on behalf of the Seller shall remain the property of the Seller and no transfer to the Purchaser of any such rights is included in the price paid or agreed to be paid whether or not such price includes an amount for designing or producing the Goods. All such items and all documents, information, systems and know-how provided to or disclosed to the Purchaser by the Seller and marked or described as "Confidential" or "Commercial in Confidence" shall be treated as confidential by the Purchaser and the Purchaser shall not loan, copy, use, dispose of or sell such items, documents, information, systems or know-how without the prior written consent of the Seller.

16. LICENSES - If it is necessary for the lawful fulfilment of the Contract:-

- (a) for the Purchaser to hold or obtain any import, export, currency or other license, consent or authority ("license"), the Purchaser shall be obliged to obtain the license; or
- (b) for the Seller to hold or obtain any such license, the Seller shall apply for it but if it is refused, this Contract shall forthwith come to an end and neither the Seller nor the Purchaser shall be under any liability in respect thereof.

17. APPLICABLE LAWS - The Contract is made in the State of Australia where the relevant order was accepted and the parties agree to submit all disputes arising between them to the courts of such state at any court competent to hear appeals therefrom.

18. TERMINATION - IF:

- (a) the Purchaser makes default or commits a breach of contract; or
- (b) any distress or execution is levied upon the Purchaser's property or assets; or
- (c) the Purchaser makes or offers to make any arrangement or composition with creditors or commits any act of bankruptcy, or if any petition or order in bankruptcy is presented or made against him; or
- (d) where the Purchaser is a limited company and any resolution or petition to wind up the company's business (other than for the purpose of reconstruction) is passed or Presented; or
- (e) a receiver or any provisional liquidator or official manager of such company's undertaking, property or assets or any part thereof is appointed, the Seller shall have the right forthwith to terminate the Contract by written notice posted to the Purchaser's last known address without prejudice to any claim or right the Seller may otherwise have, make or exercise against the Purchaser or otherwise in respect of the Contract.

19. NO WAIVER - No failure to exercise and no delay in exercising any right, power or remedy under these terms will operate as a waiver. Nor will any single or partial exercise of any other right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

20. SEVERABILITY - Any provision of any of these terms which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these terms nor effect the validity or enforceability of that provision in any other jurisdiction.

21. COSTS AND EXPENSES - Any legal costs, stamp duties or any other expenses whatsoever incurred by the Seller in respect of the application, agreements, guarantees, securities or other documentation required by the Seller or other costs reasonably incurred by the Seller in consequence of this application and any other expenses incurred in respect of opening and maintaining any account in the name of the applicant together with any debt collection costs, dishonoured cheque(s) fees, legal costs, whether charged on scale or on any other basis incurred, shall be paid by the applicant on demand.

FULL TERMS AND CONDITIONS APPLYING TO THE REPAIR OF GOODS

1. APPLICATION

These Terms and conditions shall apply to all goods submitted to the Repairer for repair and shall prevail over any conflicting conditions presented by the Customer. Unless expressly acknowledged by the Repairer in writing, any variation to these Conditions is not accepted and will be treated as inapplicable.

2. DEFINITIONS

In these Terms and Conditions:

- "Goods" means any goods of the Customer which the Repairer has agreed to repair;
- "Manufacturer" means the maker or makers for whom the repairs are undertaken;
- "Repairer" means Source My Parts Pty Ltd (ABN 43 602 924 210) trading as Source My Parts Pty Ltd
- "Contract" means the contract for repair of goods constituted by acceptance of the Customer's order by the Repairer.
- "Owner" means the person presenting the goods for repair.

3. **QUOTATIONS** - A quotation is open for acceptance by the Owner in writing within thirty (30) days after the date of the quotation or within such further time as the Repairer may agree in writing. If not accepted, it will be deemed to have been withdrawn. If accepted subject to variation, the price and delivery dates originally quoted will not necessarily remain effective. The Contract constituted by such acceptance shall be upon and subject to these terms and conditions and no others notwithstanding that the said acceptance may purport to be upon different or additional terms.

4. **ESTIMATED REPAIR TIME** - Any date quoted for completion for the repair is estimated and the Repairer will not be liable for any loss or damage caused by delay in providing the service. Where the Repairer is unable to repair the Goods because of accidents to machinery, differences with workmen, strikes, lockouts, breakdowns, labour shortages, fires, floods, priorities required or requested by any government or agencies thereof, delays in transportation, lack of transportation facilities or restrictions imposed by any laws or any cause beyond the control of the Repairer, then the estimated date of completion of the repair shall be extended until the cessation of the effect of such matter or matters.

5. **INDEMNITY** - Subject only to terms implied by the Trade Practices Act or rights of action created thereunder which cannot be excluded or modified, the Customer shall indemnify and save the Repairer from the following:

- (a) all claims, demands, penalties, suits, costs, charges, losses, judgements and expenses to which the Repairer may become wholly or partially liable through any work required to be done by the Repairer or Goods or materials to be supplied by the Repairer in accordance with the Customer's specifications, orders or otherwise and involving an infringement or alleged infringement of any patent, registered design, copyright or trade mark;
- (b) all claims for loss, damage, death or injury sustained by the Repairer, its employees or any person whomsoever by reason of any defect in design, material, manufacture or workmanship of the Goods, whether the same be caused by the sole negligence of the Repairer or otherwise;
- (c) all claims for loss, damage, death or injury arising from the existence of defects in machinery or equipment used by the Repairer, its employees, servant and agents (in accordance with Clause 14) as are not notified to the Repairer or from the operation of any equipment, machine or any part thereof or from any combination of both causes.

6. **CANCELLATION OF ORDERS** - Orders cannot be countermanded, terminated or cancelled under any circumstances except with the written consent of the Repairer and upon terms that will indemnify the Repairer against all loss and damages.

7. **COST OF REPAIRS** - The cost of repairs and services shall be the list price on completion of the repairs or as quoted on the Repairer's quotation.

8. CANCELLATION

The Repairer may cancel the Contract or suspend or continue delivery hereunder at the Repairer's discretion and the Repairer reserves all rights to recover any loss or damages consequent upon any such cancellation or suspension due to any of the following:

- (a) in case of death, incapacity, bankruptcy or liquidation of the Customer;
- (b) suspension of payment;
- (c) the making of any agreement with creditors on the part of the Customer;
- (d) any non-payment punctually for any delivery tended;
- (e) any failure by the Customer to make any payment, by way of cleared funds, or to meet any obligation under this or any other contract or obligation to the Repairer;
- (f) if the Customer rejects any delivery; or
- (g) if a Receiver is appointed in respect of the Customer's business or assets.

9. **PRICES** - Prices quoted are for delivery of the Goods at the place specified on the quotation and are payable, by way of cleared funds, without discount or allowance. Prices quoted do not include any of the following items which (if incurred by the Repairer) must be paid, by way of cleared funds, by the Customer to the Repairer in addition to and at the same time as the prices quoted:

- (a) freight, insurance and all other charges whatsoever borne by the Repairer by reason of or arising out of the Repairer's compliance with any request by the Customer for or which for any reason beyond the control of the Repairer results in delivery elsewhere than the place specified;
- (b) packing costs;
- (c) the amount of all increases in costs to the Repairer by reason of any change after the date of quotation in: (i) Manufacturers' prices; (ii) labour cost; (iii) equipment or material costs; (iv) rates of exchange; or (v) charges for carriage or insurance including costs of handling, landing charges and port dues;
- (d) all taxes whether or not in force at the date of the quotation or order in respect of the sale or delivery of the Goods including: (i) charges for import, export or currency licenses; (ii) consumer, sales, turnover or purchase taxes; (iii) duties of customs or excise and for any other charge or impost whatsoever by any government or governmental authority; or
- (e) any expenses incurred as a result of any delay in delivery resulting from the need of the customer to obtain a license pursuant to clause 11 hereof.

The purchase shall be paid by the Purchaser to the Seller in full within seven (7) days of the delivery notification and the Purchaser shall not be entitled to withhold payment or make any deduction from the price in respect of any set off or counter claim.

10. **CHANGES IN SPECIFICATION** - If before the Repairer commences to perform its part of the Contract, the Manufacturer modifies the specification for any goods to be used in the repair of the Goods which are then manufactured in accordance with the new specification, then that specification shall be substituted for the specification of the goods that has been used in the quotation and neither the Manufacturer nor the repairer shall be under any obligation to the Customer by reason of such change of specification. If any such change of specification shall result in an increase in the Manufacturer's prices, such increases shall be borne by the Customer in accordance with the provisions of Clause 9 hereof.

11. **LICENSE AND PERMISSIONS** - If for the lawful fulfilment of any contract, it shall be necessary for the Customer to hold or obtain any import, currency, or any other license ("License"), it shall be a condition of the contract that the Customer shall obtain the license. If it shall be necessary for the Repairer to hold or obtain a license, the Repairer shall apply for it but if it is refused, then the Contract shall be deemed discharged and neither the Customer nor the Repairer shall be under any liability in respect thereof.

12. **UNCOLLECTED GOODS** - Subject to any legislation governing the sale of uncollected goods which might be applicable, the Repairer will notify the customer when the repairs will be completed and the Customer will collect the repaired Goods from the Repairer within forty eight (48) hours of being advised that the Goods are ready for delivery. Delivery is deemed to take place on collection of the said Goods by the Customer and the Customer shall pay, by way of cleared funds, for the Goods before taking delivery. Storage charges will be made on Goods which are not collected within seven (7) days of notification to the Customer of completion of repairs. The repairer reserves the right to recover outstanding monies should the repaired Goods not be collected by the Customer within three (3) months of repair completion.

13. **RIGHT TO SUB-CONTRACT** - Subject only to terms implied by the Trade Practices Act or rights of action created thereunder which cannot be excluded or modified, the Repairer may sub-contract any work to any person, firm or repairer without notifying the Customer thereof and shall not thereby become liable for any delay, damage, loss, failure or any other matter, cause or thing whatsoever which shall occur or arise as a result of such sub-contracting either before or at any time after delivery.

14. **NO OTHER DEFECTS** - The Customer hereby grants to the repairer and its employees, servants and agents authority and permission to operate any equipment, machine or any part thereof in any manner whatsoever for the purposes of repairing the Goods and certifies that there are no defects whatsoever in such equipment, machines or any part thereof other than of those notified to the Repairer at the time of placing the order of repair.

15. **NO REPRESENTATION** - In case of services which are supplied by the Repairer to a consumer within the meaning of the Trade Practices Act, 1974, the Customer agrees that it has not relied on any inducement, representation or statement made by or on behalf of the Repairer in requiring the services, except for any conditions or warranties issued in writing by the Repairer.

16. **LIMITATION OF LIABILITY: NON-DOMESTIC GOODS** - In case of services which are supplied by the Repairer to a consumer within the meaning of the Trade Practices Act, 1974, to the extent that the services are not of a kind ordinarily acquired for personal, domestic or household use of consumption, the liability of the Repairer shall be limited, at the option of the Repairer, to the re-supply of the services or the cost of re-supplying them, and without limiting the generality of the foregoing, shall not include any other liability in respect of, arising out of or in connection with any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred as a result of such breach.

17. **PASSING OF RISK** - Goods delivered to the Repairer remain at the Customer's risk and subject to Clause 16, the Repairer shall not be liable for any loss or damage to the Goods in the Repairer's possession whether caused by the negligence of any of the Repairer's servants, agents or employees or any other cause whatsoever.
18. **LIMITATION OF LIABILITY: NON-CONSUMER TRANSACTIONS** - In the case of services which are supplied by the Repairer to person or corporation who or which is NOT a consumer within the meaning of the Trade Practices Act 1974:
 - (a) any claim for defective Goods or workmanship must be made in writing to the Repairer within seventy two (72) hours after delivery. The Goods in respect of which any such claim is made shall be preserved intact as delivered for a period of fourteen (14) days after such notice is given or within which time the Repairer shall have the right to attend and inspect the same. Any breach of this condition shall disentitle the Customer to any consideration of such claim. The Repairer shall not be liable to make good any expenditure, damages and/or loss (including loss of profit for downtime) arising out of any user or dealing with any Goods repaired pursuant to this Contract, howsoever such expenditure, damage or loss shall arise and whether from any defect in the Goods or otherwise howsoever, the Repairer's liability shall be strictly limited to further repair of any such Goods on such Goods being returned to the Repairer; and
 - (b) the Repairer shall not be liable for any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred by the Customer. Goods delivered to the Repairer remain at the Customer's risk. The Repairer shall not be liable for any loss or damage to Goods in the Repairer's possession whether caused by the negligence of any of the Repairer's servants, agents or employees or any other cause whatsoever subject only to any rights accruing under the Trade Practices Act which cannot be modified or excluded.
19. **RETENTION OF GOODS** - The Repairer reserves the right to retain the Goods until payment, by way of cleared funds, for providing its service or any other consequential expenses has been received by the Repairer.
20. **PROPER LAW OF CONTRACT** - The Contract if made in the State of Australia where the relevant order was accepted and the parties agree to submit all disputes arising between them to the courts of such state at any court competent to hear appeals therefrom.