

# Sewerquip Pty Ltd – Terms & Conditions of Trade

1. **Definitions**
  - 1.1 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
  - 1.2 "Company" means Sewerquip Pty Ltd ATF Sewerquip Trust T/A Sewerquip Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Sewerquip Pty Ltd ATF Sewerquip Trust T/A Sewerquip Pty Ltd.
  - 1.3 "Customer" means the Customer who is acting on behalf of and with the authority of the Customer requesting the Company to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
    - (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
    - (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and
    - (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
    - (d) includes the Customer's agent or assignee.
  - 1.4 "Goods" means all Goods or Services supplied by the Company to the Customer at the Customer's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).
  - 1.5 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as name, address, D.O.B., occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
  - 1.6 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow Cookies to operate in the background when ordering from the website, the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable provided on the website, prior to ordering Goods via the website.
  - 1.7 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between the Company and the Customer in accordance with clause 6.2 below.
  - 1.8 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax Act 1999) (Cth)".
  2. **Acceptance**
    - 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts Delivery of the Goods.
    - 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any order, invoice or schedule that the parties have entered into, the terms of this Contract shall prevail.
    - 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the Customer and the Company.
    - 2.4 The Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has completed a credit application with the Company and it has been approved with a credit limit established for the account.
    - 2.5 In the event that the Customer's credit limit exceeds the Customer's credit limit and/or the account exceeds the payment terms, the Company reserves the right to refuse Delivery.
    - 2.6 These terms and conditions are meant to be read in conjunction with the Terms and Conditions posted on the Company's website. If there are any inconsistencies between the two documents then the terms and conditions on the website shall prevail.
    - 2.7 Any advice, recommendation, information, assistance or service provided by the Company in relation to Goods or Services supplied is given in good faith, is based on the Company's own knowledge and experience and shall be accepted without liability on the part of the Company and it shall be the responsibility of the Customer to confirm the accuracy of the information in the same in light of the use to which the Customer makes or intends to make of the Goods or Services.
    - 2.8 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.
  3. **On-Line Ordering**
    - 3.1 The Customer acknowledges and agrees that:
      - (a) the Company does not guarantee the website's performance;
      - (b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website shall be subject to confirmation of acceptance by the Customer;
      - (c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades;
      - (d) there are inherent hazards in electronic distribution, and as such the Company cannot warrant against delays or errors in transmitting data between the Customer and the Company including orders, and you agree that to the maximum extent permitted by law, the Company will not be liable for any losses which the Customer suffers as a result of on-line ordering not being available or for delays or errors in transmitting orders;
      - (e) when making a transaction through the website, the Customer's information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technology as disclosed by the Company and/or displayed on the website. The encryption process ensures that the Customer's information cannot be read by or altered by outside influences;
      - (f) if the Customer is not the cardholder for any credit card being used to pay for the Goods, the Company shall be entitled to reasonably assume that the Customer has received permission from the cardholder to confirm the order and for the transaction;
    - 3.2 The Company reserves the right to terminate the Customer's order if it learns that you have provided false or misleading information, interfered with other users or the administration of the Company's business, or violated these terms and conditions.
  4. **Errors and Omissions**
    - 4.1 The Customer acknowledges and accepts that the Company shall, without prejudice, accept no liability in respect of any alleged or actual errors and/or omissions:
      - (a) resulting from an inadvertent mistake made by the Company in the formation and/or administration of the Customer's order;
      - (b) contained in information from any literature (hard copy and/or electronic) supplied by the Company in respect of the Services;
    - 4.2 In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the Company's negligent misconduct of the Company, the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.
  5. **Change in Control**
    - 5.1 The Company will give the Company not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax numbers, change of trustees, or business practice). The Customer shall be liable for any costs incurred by the Company as a result of the Customer's failure to comply with this clause.
  6. **Price and Payment**
    - 6.1 At the Company's sole discretion, the Price shall be either:
      - (a) as indicated on any invoice provided by the Company to the Customer; or
      - (b) by way of progress payments in accordance with the Company's progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Goods delivered to the site but not yet installed;
    - 6.2 The Company's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
    - 6.3 The Company reserves the right to change the Price if a variation to the Company's quotation is requested. Variations will be charged for on the basis of the Company's quotation, and will be detailed in writing, and shown as variations on the Company's invoice. The Customer shall be required to respond to any variation submitted by the Company within (10) working days of the date of the Company's invoice. The Customer may elect to vary the Price. Payment for all variations must be made in full at the time of their completion.
    - 6.4 At the Company's sole discretion, a deposit may be required.
    - 6.5 Time for payment of the invoice is, in essence, the Price will be payable by the Customer on the date determined by the Company, which may be:
      - (a) on Delivery of the Goods;
      - (b) before Delivery of the Goods;
      - (c) thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
      - (d) the date specified on any invoice or other form as being the date for payment; or
      - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Company.
    - 6.6 Payment may be made by cash, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed between the Customer and the Company.
    - 6.7 The Company may in its discretion allocate any payment received from the Customer towards any invoice that the Customer determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer the Company may re-allocate any payments previously received to the Customer's account in such manner as preserves the maximum value of the Company's Purchase Money Security Interest (as defined in the PPSA) in the Goods.
    - 6.8 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Company nor to withhold payment of any invoice because part of that invoice is in dispute. Unless otherwise stated, the Price does not include GST. In addition to the Price, the Customer must pay to the Company an amount equal to any GST the Company must pay for any supply by the Company under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same day as the Customer must pay the Price. The Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
  7. **Delivery of Goods**
    - 7.1 Delivery (Delivery) of the Goods is taken to occur at the time that:
      - (a) the Customer or the Customer's nominated carrier takes possession of the Goods at the Company's address; or
      - (b) the Company (or the Customer's nominated carrier) delivers the Goods to the Customer's address or to the address for delivery of the Goods.
    - 7.2 At the Company's sole discretion, the cost of Delivery is in addition to the Price.
    - 7.3 Any time specified by the Company for Delivery of the Goods is an estimate only and the Company will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late. However, the Company will not be liable to make every endeavour to enable the Goods to be delivered at the time and place as was agreed between both parties. In the event that the Company is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then the Company shall be entitled to charge a reasonable fee for redelivery and/or storage.
  8. **Risk**
    - 8.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods from the time of Delivery.
    - 8.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, the Company is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Company is sufficient evidence of the Company's insurance proceeds without the need for any person dealing with the Company to make further enquiries.
    - 8.3 If the Customer requests the Company to leave Goods outside the Company's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.
  9. **Title**
    - 9.1 The Company and the Customer agree that ownership of the Goods shall not pass until:
      - (a) the Customer has paid the Company all amounts owing to the Company; and
      - (b) the Customer has met all of its other obligations to the Company.
    - 9.2 Receipt by the Company of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
    - 9.3 It is understood that, until ownership of the Goods passes to the Customer in accordance with clause 9.1:
      - (a) the Customer is only a bailee of the Goods and must return the Goods to the Company on request;
      - (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Company and must pay to the Company the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
      - (c) the Customer must not dispose of or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for the Company and must pay or deliver the proceeds to the Company as to such proceeds;
      - (d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of the Company and must sell, dispose of or return the resulting product to the Company as to such proceeds;
      - (e) the Customer irrevocably authorises the Company to enter any premises where the Company believes the Goods are kept and recover possession of the Goods;
      - (f) the Company may recover possession of any Goods in transit whether or not Delivery has occurred;
      - (g) the Customer shall not charge or grant an encumbrance over the Goods nor grant otherwise give away any interest in the Goods while they remain the property of the Company;
      - (h) the Company may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.
    10. **Personal Property Securities Act 2009 ("PPSA")**
      - 10.1 The Company is a secured creditor under a financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
      - 10.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA, and the Customer agrees to register the Company for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby.
      - 10.3 The Customer agrees to register a financing change statement in respect of a security interest without the prior written consent of the Company.
        - (i) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party to the extent that the proceeds of the financing statement or financing change statement are used to pay the Goods and/or collateral;
        - (ii) register a defect in a statement referred to in clause 10.3(i) or 10.3(ii); and
        - (iii) register any other document required to be registered by the PPSA or to correct a defect in a statement referred to in clause 10.3(i) or 10.3(ii);
      - 10.4 The Company and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
      - 10.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), and 130 of the PPSA and 132(4) of the PPSA.
      - 10.6 The Customer waives their rights as a grantor and/or a debtor under sections 142, 143 and 140 of the PPSA.
      - 10.7 Unless otherwise agreed to in writing by the Company, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA or other asset capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
      - 10.8 The Customer agrees to indemnify the Company from and against all the Company's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Company's rights under this clause.
      - 10.9 The Customer agrees to authorise the Company and each director of the Company as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Customer's behalf.
    11. **Warranties and Returns, Competition and Consumer Act 2010 (CCA)**
      - 11.1 The Customer must inspect the Goods on Delivery and must within seven (7) days of Delivery notify the Company in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods to the Company in writing as soon as the defect becomes evident. Upon such notification the Customer must allow the Company to inspect the Goods.
      - 11.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied warranties and warranties (including, without limitation the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).
      - 11.3 The Company acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
      - 11.4 The Company expressly sets out these terms and conditions or in respect of the Non-Excluded Guarantees, the Company makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Company's liability in respect of these warranties is limited to the fullest extent permitted by law.
      - 11.5 If the Customer is a consumer within the meaning of the CCA, the Company's liability is limited to the extent permitted by section 64A of Schedule 2 of the CCA, but is unable to do so, the Company may refund any money the Customer has paid for the Goods.
      - 11.6 If the Customer is not a consumer within the meaning of the CCA, the Company's liability for any defect or damage in the Goods is:
        - (a) limited to the value of any express warranty or warranty card provided to the Customer by the Company at the Company's sole discretion;
        - (b) limited to any warranty to which the Company is entitled, if the Company did not manufacture the Goods;
        - (c) otherwise, nil and absolutely.
      - 11.7 Subject to this clause 12, returns will only be accepted provided that:
        - (a) the Customer has complied with the provisions of clause 12.1; and
        - (b) the Customer has not used the Goods or the Goods are defective, and
        - (c) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and
        - (d) the Goods are returned in as close a condition to that in which they were delivered as is practicable.
      - 11.8 Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, the Company shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
        - (a) the Customer failing to properly maintain or store any Goods;
        - (b) the Customer using the Goods for any purpose other than that for which they were designed;
        - (c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
        - (d) the Customer failing to follow any instructions or guidelines provided by the Company;
        - (e) fair wear and tear, any accident, or act of God.
      - 11.9 In the case of second hand Goods, unless the Customer is a consumer under the CCA, the Customer acknowledges that the Company has no obligation to inspect the second hand Goods prior to Delivery and the Company warrants that all factors that may affect the Company's warranty is given by the Company as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Customer acknowledges and agrees that the Company is not required to inspect the second hand Goods and calculate the Price of the second hand Goods in relation to this clause 12.
      - 11.10 The Company may in its absolute discretion accept non-defective Goods for return in which case the Company may require the Customer to pay handling fees of up to twenty percent per item.
      - 11.11 Notwithstanding anything contained in this clause if the Company is required by a law to accept a return then the Company will only accept a return on the conditions imposed by that law.
    12. **Intellectual Property**
      - 12.1 Where the Company has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of the Company, and no circumstances may such designs, drawings and documents be used without the express written approval of the Company.
      - 12.2 The Customer warrants that all designs, specifications or instructions given to the Company will not cause the Company to infringe any patent, registered design or trademark in the existing or future order of the Customer, and the Company may in its discretion terminate or suspend any action taken by a third party against the Company in respect of any such infringement.
      - 12.3 The Customer agrees that the Company may (at no cost) use for the purposes of marketing or entry into any order of the Customer's documents, designs, drawings or Goods which the Company has created for the Customer.
    13. **Default and Consequences of Default**
      - 13.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the debts are paid in full, at the rate of ten percent (10%) per annum (or such rate as the Company's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
      - 13.2 If the Customer owes the Company any money the Customer shall indemnify the Company from and against all the Company's costs and disbursements including legal costs on a solicitor and own client basis, the Company's contract default fee, and bank disbursement fees.
      - 13.3 The Customer agrees that the Company may have under this Contract, if a Customer has made payment to the Company, and the trade and/or any other instrument reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Company under this clause 14 where it can be proven that such instrument was not to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.
      - 13.4 Without prejudice to the Company's other remedies at law the Company shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Company shall, whether or not due for payment, become immediately payable if:
        - (a) any money payable to the Company becomes overdue, or in the Company's opinion the Customer will be unable to make a payment when it falls due;
        - (b) the Customer has ceased trading or become insolvent or is being liquidated by the Company;
        - (c) the Customer becomes insolvent, convenes 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
        - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
      - 13.5 Cancellation of any other remedies the Company may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Company may suspend or terminate the supply of Goods to the Customer. The Company will not be liable to the Customer for any loss or damage the Customer suffers as a result of the Company's suspension or termination of the supply of Goods to the Customer. The Company may cancel any contract to which these terms and conditions apply or cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Company shall not be liable to the Customer any money paid by the Customer to the Company. The Company shall not be liable for any loss or damage whatsoever arising from such cancellation.
      - 13.6 In the event that the Customer cancels Delivery of Goods the Customer shall be liable for any loss or damage incurred (whether direct or indirect) by the Company as a direct result of the cancellation (including, but not limited to, any loss of profits).
      - 13.7 The cancellation of orders for Goods made to the Customer's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.
    14. **Dispute Resolution**
      - 14.1 If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute within fourteen (14) days after service of a notice of dispute, the parties shall continue at least one, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by the dispute or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:
        - (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators and Adjudicators (IATA) in accordance with the IATA Arbitration Rules;
        - (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.
      - 14.2 All notices, statements, images or other recorded information held or used by the Company is Personal Information, as defined and referred to in clause 18.1, and therefore considered Confidential Information. The Company acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 (the "Privacy Act") and the ePrivacy Regulations (EU Directive 2002/58/EC (the "Data Breaches Act") 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation ("GDPR") (collectively, "EU Data Privacy Laws"). The Company acknowledges that the handling of such Personal Information must be in accordance with the Act and/or the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.
      - 14.3 Notwithstanding clause 17.1, privacy limitations will extend to the Company in respect of the Customer's purchase orders, invoices and orders placed directly from the Company's website. The Company agrees to refer to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:
        - (a) IP address or other unique identifier and other similar details;
        - (b) tracking website usage and traffic; and
        - (c) reports are available to the Company when the Company sends an email to the Customer, so the Company may collect and review that information (collectively "Personal Information").
      - 14.4 In order to enable/disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable, provided on the website prior to proceeding with a purchase/order via the Company's website.
      - 14.5 The Customer agrees for the Company to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B., occupation, driver's license details or next of kin) and other contact information (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by the Company.
      - 14.6 The Customer agrees that the Company may exchange information about the Customer with those credit providers that the Company body corporates for the following purposes:
        - (a) to assess an application by the Customer; and/or
        - (b) to notify other credit providers of a default by the Customer; and/or
        - (c) to determine the creditworthiness of the Customer in relation to the status of this credit account, where the Customer is in default with other credit providers; and/or
        - (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
      - 14.7 The Customer agrees that the Company may be given a consumer credit report to collect overdue payment on commercial credit.
        - (a) the Customer agrees that personal credit information provided may be used and retained by the Company to develop credit purposes (and for other agreed purposes or required);
        - (b) the provision of Goods; and/or
        - (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or
        - (d) enabling the collection of amounts outstanding in relation to the Goods.
      - 14.8 The Company may give information about the Customer to a CRB for the following purposes:
        - (a) to assess the creditworthiness of the Customer; and/or
        - (b) allow the CRB to create or maintain a credit information file about the Customer including credit history.
      - 14.9 The information given to the CRB may include:
        - (a) the name of the Customer and in the name of the credit provider and the Company is a current credit provider to the Customer;
        - (b) whether the credit provider is a licensee;
        - (c) details of the consumer credit;
        - (d) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
        - (e) details of consumer credit defaults, overpayments, or any other incurred Personal Information which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and the Company is not in default or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
        - (f) information that, in the opinion of the Company, the Customer has committed a serious credit infringement;
        - (g) the total amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
      - 14.10 The Customer shall have the right to request (by e-mail) from the Company:
        - (a) a copy of the Personal Information about the Customer retained by the Company and the Company's general information about the Company's credit information; and
        - (b) the Company does not disclose any Personal Information about the Customer for the purpose of direct marketing.
      - 14.11 The Customer may request Personal Information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
      - 14.12 The Customer can make a privacy complaint by contacting the Company via e-mail. The Company will investigate the complaint and will take such steps as are reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).
      - 14.13 Where the Customer has left any item with the Company for repair, modification, exchange or for the Company to perform any other service in relation to the item and the Company has not received or been tendered the whole of any monies owing to it by the Customer, the Company may retain any monies owing to the Company are paid:
        - (a) a lien on the item; and
        - (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of unclaimed goods.
      - 14.14 In the event that the Company shall commence legal proceedings or proceedings, or judgment for any monies owing to the Company having been obtained against the Customer.
    15. **Service of Notices**
      - 15.1 Written notice given under this Contract shall be deemed to have been given and received:
        - (a) by handing the notice to the other party, in person;
        - (b) by leaving it at the address of the other party as stated in this Contract;
        - (c) by e-mail or by registered post to the address of the other party as stated in this Contract;
        - (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
        - (e) sent by email to the other party's last known email address.
      - 15.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been received.
      - 15.3 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce any provision of these terms and conditions. The enforceability of these terms and conditions (alternatively the Customer's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
      - 15.4 The Company may licence and/or assign all or any part of its rights and/or obligations under this Contract to a third party without the written approval of the Company.
      - 15.5 The Company may elect to subcontract out any part of the Services but shall not be relieved from any liability of obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they give authority by giving an instruction to any of the Company's sub-contractors without the authority of the Company.
      - 15.6 The Customer agrees that the Company may amend their general terms and conditions for such future contracts with the Customer. The Customer agrees that the Company's terms and conditions shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for the Company to provide Goods to the Customer.
      - 15.7 The Customer shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
      - 15.8 Both parties warrant that they have the power to enter into this Contract and have obtained the necessary authorisation to do so. The parties agree that if they are not insolvent and that this Contract creates binding and valid legal obligations on them.