

# TERMS & CONDITIONS OF TRADE

## CSC GROUP AUSTRALIA PTY LTD (ABN 50 639 610 469)

### 1. Application

- 1.1. Unless expressly stated otherwise, these terms and conditions shall apply to the provision of Goods and Services from CSC to the Buyer.
- 1.2. These terms and conditions shall supersede any previous agreement between the parties.
- 1.3. CSC reserves the right to vary, amend, change or revoke these terms and conditions at any time without notice.

### 2. Definitions

Unless context otherwise requires, the following terms shall have the following meanings:

- 2.1. **"CCA"** means the *Competition and Consumer Act 2010* (Cth) as amended from time to time.
  - 2.2. **"CSC"** means CSC Group Australia Pty Ltd (ABN 50 639 610 469) trading as CSC Group Australia, its successors and assigns or any person acting on behalf of and with the authority of CSC.
  - 2.3. **"Business Day"** means a day other than a Saturday, Sunday or public holiday in NSW.
  - 2.4. **"Buyer"** means the entity or person/s purchasing the Goods or Services, as specified in any invoice, document or order and includes their agents, employees, officers, representatives and nominated carriers, and if there is more than one, a reference to "Buyer" is a reference to each Buyer jointly and severally.
  - 2.5. **"Force Majeure"** includes any act of God, lightning strikes, earthquakes, floods, storms, explosions, fires, public health pandemics, natural disasters, acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, lockout, industrial action, sabotage and revolution.
  - 2.6. **"Goods"** means all goods and Equipment supplied by CSC to the Buyer at the Buyer's request from time to time (where the context so permits the terms 'Goods', and 'Equipment' shall be interchangeable for the other).
  - 2.7. **"GST"** has the same meaning as in the GST Law.
  - 2.8. **"GST Law"** has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
  - 2.9. **"Intellectual Property Rights"** means the various rights and property conferred by statute, common law and equity in and in relation to patents of any kind, inventions, designs, specifications, documents, utility models, copyright, trademarks, tradenames, and logos in any part of the world, including applications for the registration of any such rights and any improvements, enhancements or modifications to such registrations.
  - 2.10. **"Equipment"** means all equipment including any accessories supplied on hire by CSC to the Buyer (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by CSC to the Buyer.
  - 2.11. **"Non-Stock List Item"** means any Goods not included in any stock list of CSC, which may include, but is not limited to, Goods manufactured per order, custom Goods, certain standard made to order Goods and parts that are sourced but not held in CSC's inventory.
  - 2.12. **"Party"** means CSC and the Buyer;
  - 2.13. **"PPSA"** means the *Personal Property Securities Act 2009* (Cth).
  - 2.14. **"Price"** means the Price payable for the Goods and Services as agreed between CSC and the Buyer in accordance with clause 4 below.
  - 2.15. **"Services"** means all services supplied by CSC to the Buyer at the Buyer's request from time to time, including, but not limited to solution designs for custom projects and workshop installation and repairs.
- ### 3. Acceptance
- 3.1. Until such time as CSC accepts an order for purchase of Goods or Services from the Buyer either in writing or by conduct, no agreement shall exist between CSC and the Buyer.
  - 3.2. Subject to clause 3.1, the Buyer is taken to have exclusively accepted and is immediately bound by these terms and conditions on the earlier of the date on which:
    - (a) the Buyer places an order with CSC for Goods or Services; and
    - (b) the Buyer purchases Goods or Services from CSC; and
    - (c) the Buyer collects or accepts delivery of the Goods or Services.
  - 3.3. These terms and conditions may only be amended by the Buyer with CSC's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Buyer and CSC.
  - 3.4. Any terms contained in any document supplied by the Buyer will not be incorporated into these terms and conditions and

will not form part of any agreement between the Buyer and CSC unless expressly agreed to by CSC in writing.

### 3.5. The Buyer acknowledges and agrees that:

- (a) CSC may accept or reject the whole or part of any order placed by the Buyer at their sole discretion;
  - (b) CSC reserves the right not to supply Goods or provide the Services for any reason (including but not limited to, where the Goods are not available or cease to be available, account disputes or conditions placed on CSC by their suppliers); and
  - (c) CSC shall not be liable to the Buyer for any loss or damage the Buyer suffers due to CSC exercising its rights under this clause to the extent permitted by law.
- 3.6. Each order accepted creates a new separate and binding agreement between CSC and the Buyer and these terms and conditions shall apply to each agreement.

### 4. Price and Payment

- 4.1. CSC reserves the right to alter the prices of any Goods or Services without notice to the Buyer except the extent to which any Price has been accepted by CSC, subject to any variations requested by the Buyer.
  - 4.2. At CSC's sole discretion the Price for the Goods or Services shall be either:
    - (a) as indicated on any invoice provided by CSC to the Buyer; or
    - (b) the Price as at the date of delivery of the Goods or Services according to CSC's current price list, which is available upon request; or
    - (c) CSC's quoted price (subject to clause 4.3) which will be valid for the period stated in the quotation or otherwise for a period of seven (7) days from the date of the quote.
  - 4.3. CSC reserves the right to change the Price if a variation to CSC's quotation is requested by the Buyer. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, any variation as a result of fluctuations in currency exchange rates or increases to CSC in the cost of taxes, levies, materials and labour) will be charged to the Buyer and will be shown as a variation on the invoice.
  - 4.4. At CSC's sole discretion, CSC may require the Buyer to pay a deposit to secure the Goods or Services.
  - 4.5. Time for payment of the Price is of the essence and the Price will be payable by the Buyer on the date/s determined by CSC, which may be:
    - (a) on delivery of the Goods or Services;
    - (b) if CSC provides their prior written consent, by way of instalments and/or progress payments in accordance with any payment schedule as advised by CSC;
    - (c) the date specified on any invoice or other form as being the date for payment of the Price; or
    - (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Buyer by CSC.
  - 4.6. Payment may be made by cash, cheque, bank cheque, electronic/online banking, credit card (plus a surcharge of up to two and a half percent (2.5%) of the Price), or by any other method as agreed to between the Buyer and CSC.
  - 4.7. The Buyer acknowledges and agrees that their order will not be processed until such time as they have paid the Price.
  - 4.8. The Buyer acknowledges and agrees that no order for domestically manufactured custom Goods will be processed until such time as they have paid the a restocking fee equal to the total Price quoted by CSC. CSC may, in its absolute discretion, waive this requirement, if the Buyer has an account with CSC pursuant to clause 16 upon receipt of an official purchase order from the Buyer.
  - 4.9. The Buyer must pay interest at a rate of ten percent (10%) per annum on all amounts payable by the Buyer to CSC where any payment is more than seven (7) days overdue from the due date of payment as determined in accordance with clause 4.5. Interest shall be calculated daily from the due date of payment until the date of payment.
- ### 5. GST and Other Payments
- 5.1. Words and phrases used in this clause 5, which are not defined in these terms and conditions shall have the meaning given to them by the GST Law.
  - 5.2. Unless otherwise stated the Price does not include GST.
  - 5.3. If CSC makes a supply to the Buyer under or in connection with these terms and conditions or any other agreement for the sale of Goods, hire of the Equipment or provision of the Services, then in addition to the Price, the Buyer must:
    - (a) pay to CSC an amount equal to any GST for which CSC is liable on that supply, without deduction or set-off of any other amount; and
    - (b) make the payment as and when the Price or part of it must be paid or provided, except that the Buyer need not pay unless the Buyer has received a tax invoice (or an adjustment note) for that supply.

- 5.4. The Buyer must also pay any other taxes, duties, interest or penalties that may be applicable in addition to the Price except where they are expressly included in the Price.

### 6. Delivery of Goods

- 6.1. Delivery of the Goods and Services is taken to occur at the time that:
  - (a) the Buyer takes possession of the Goods at CSC's address; or
  - (b) CSC delivers the Goods to the Buyer's nominated address even if the Buyer is not present at the address; or
  - (c) the date on which CSC advises the Buyer that the Services are complete,

("Delivery").

- 6.2. At CSC's sole discretion, the cost of Delivery may be included in the Price.
- 6.3. The Buyer must accept and take Delivery.
- 6.4. In the event that the Buyer is unable to take Delivery as arranged then CSC shall be entitled to charge a reasonable fee for redelivery of the Goods and the storage of the Goods.
- 6.5. CSC may deliver the Goods in separate instalments. Each separate instalment shall be invoiced to the Buyer and paid in accordance with the provisions in these terms and conditions.
- 6.6. Any time or date given by CSC to the Buyer is an estimate only. The Buyer must still accept Delivery or completion of the Services in the event of late Delivery or late completion of the Services and CSC will not be liable for any loss or damage incurred by the Buyer as a result of the Delivery or completion of Services being late.
- 6.7. CSC will not be responsible for any delay in Delivery or failure of Delivery or loss occasioned from such delay or failure, which is a result of an event of Force Majeure.

### 7. Risk

- 7.1. Risk of damage to or loss of the Goods passes to the Buyer on Delivery and the Buyer must insure the Goods for their full replacement value on or before Delivery.
- 7.2. If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Buyer, CSC is entitled to receive all insurance proceeds payable for the Goods.
- 7.3. The Buyer agrees that the production of these terms and conditions by CSC shall be sufficient evidence of CSC's rights to receive the insurance proceeds without the need for any person dealing with CSC to make further enquiries.
- 7.4. If the Buyer requests CSC to leave Goods outside CSC's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Buyer's sole risk.

### 8. Title To Goods

- 8.1. CSC and the Buyer agree that ownership of the Goods shall not pass to the Buyer until:
  - (a) the Buyer has paid CSC all amounts owing to CSC; and
  - (b) the Buyer has met all of its other obligations to CSC.
- 8.2. Receipt by CSC 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.
- 8.3. The Buyer agrees that:
  - (a) until ownership of the Goods passes to the Buyer in accordance with clause 8.1, the Buyer is only a bailee of the Goods and must return the Goods to CSC on request;
  - (b) the Buyer holds the benefit of the Buyer's insurance of the Goods on trust for CSC and must pay to CSC the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
  - (c) the Buyer must not sell, dispose of, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Buyer sells, disposes or parts with possession of the Goods then the Buyer must hold the proceeds of any such act on trust for CSC and must pay or deliver the proceeds to CSC on demand;
  - (d) the Buyer should not convert or process the Goods or intermix them with other goods but if the Buyer does so then the Buyer holds the resulting product on trust for the benefit of CSC and must sell, dispose of or return the resulting product to CSC as CSC so directs;
  - (e) the Buyer irrevocably authorises CSC to enter any premises where CSC believes the Goods are kept and recover possession of the Goods;
  - (f) CSC may recover possession of any Goods in transit whether or not Delivery has occurred;
  - (g) the Buyer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of CSC;

# TERMS & CONDITIONS OF TRADE

## CSC GROUP AUSTRALIA PTY LTD (ABN 50 639 610 469)

- (h) CSC may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Buyer.

### 9. Security Interest and Charge

- 9.1. Words and phrases used in this clause which are defined in the PPSA have the same meaning in this clause.

- 9.2. In consideration of CSC agreeing to supply the Goods, the Buyer grants a security interest in and charge over all Goods and all present and after acquired real and personal property, with no exceptions ("Collateral") to secure the performance by the Buyer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

- 9.3. The Buyer indemnifies CSC from and against all CSC's costs, disbursements and expenses including legal costs on a solicitor and own client basis incurred in exercising CSC's rights under this clause.

- 9.4. The Buyer irrevocably appoints CSC and each director of CSC as the Buyer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 9 including, but not limited to, signing any document on the Buyer's behalf.

- 9.5. Upon assenting to these terms and conditions, the Buyer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA.

- 9.6. The Buyer undertakes to:

- (a) promptly sign any further documents and provide any further information (such information to be complete, accurate and up-to-date in all respects) which CSC may reasonably require to;

- (i) register a financing statement or financing change statement in relation to a security interest on the register;

- (ii) register any other document required to be registered by the PPSA; or

- (iii) correct a defect in a statement referred to in clause 9.6(a)(i) or 9.6(a)(ii);

- (iv) enable perfection of its security interest in the Collateral;

- (b) indemnify, and upon demand reimburse, CSC for all expenses incurred in registering a financing statement or financing change statement on the register established by the PPSA or releasing any Collateral charged thereby;

- (c) not register a financing change statement or make a demand to alter the financing statement in respect of a security interest without the prior written consent of CSC;

- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Collateral in favour of a third party without the prior written consent of CSC;

- (e) immediately advise CSC of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.

- 9.7. CSC and the Buyer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

- 9.8. The Buyer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d), 132(4) and 135 of the PPSA.

- 9.9. The Buyer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

- 9.10. Unless otherwise agreed to in writing by CSC, the Buyer waives their right to receive a verification statement in accordance with section 157 of the PPSA.

- 9.11. The Buyer must unconditionally ratify any actions taken by CSC under clauses 9.2 to 9.8.

- 9.12. Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

### 10. Defects, Warranties and Returns

- 10.1. The Buyer must inspect the Goods on Delivery and must within seven (7) days of Delivery notify CSC in writing of any defect or damage, shortage in quantity, or failure to comply with the description or quote. The Buyer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident.

- 10.2. Upon such notification the Buyer must allow CSC to inspect the Goods and provide reasonable access to any location where the Goods are situated for such inspection.

- 10.3. If CSC determines that CSC is at fault, or the Goods are defective CSC will be responsible for the cost of freight to return the Goods.

- 10.4. If upon inspection of the Goods, CSC determines there is no defect in the Goods, the Buyer must:

- (a) reimburse CSC for the cost of any freight paid by CSC; and

- (b) pay to CSC a restocking fee advised by CSC.

- 10.5. Certain statutory guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions ("Non-Excluded Guarantees").

- 10.6. CSC acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

- 10.7. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, CSC makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods for the Buyer's intended use of the Goods. CSC's liability in respect of these warranties is limited to the fullest extent permitted by law.

- 10.8. If the Buyer is a consumer within the meaning of the CCA, CSC's liability is limited to the extent permitted by section 64A of Schedule 2.

- 10.9. If CSC is required to replace the Goods under this clause or the CCA, but is unable to do so, CSC may refund any money the Buyer has paid for the Goods.

- 10.10. If the Buyer is not a consumer within the meaning of the CCA, CSC'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 Buyer by CSC at CSC's sole discretion;

- (b) limited to any warranty to which CSC is entitled, if CSC did not manufacture the Goods; or

- (c) otherwise, is negated absolutely.

- 10.11. Unless expressly stated otherwise, returns will only be accepted provided that:

- (a) the Buyer has complied with the provisions of clause 10.1; and

- (b) CSC has inspected the Goods and agree that the Goods are defective; and

- (c) the Goods are returned within a reasonable time at the Buyer's cost (if that cost is not significant); and

- (d) the Goods are returned in the condition in which they were delivered, subject to fair wear and tear.

- 10.12. Notwithstanding any clause to the contrary, but subject to the CCA, CSC shall not be liable for any loss, defect or damage which may be caused or partly caused by or arise as a result of:

- (a) negligence of the Buyer;

- (b) any act or omission of the Buyer;

- (c) the Buyer failing to properly maintain or store any Goods;

- (d) the Buyer using the Goods for any purpose other than that for which they were designed;

- (e) the Buyer continuing the use of the Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;

- (f) the Buyer failing to follow any instructions or guidelines provided by CSC or the manufacturer;

- (g) fair wear and tear, any accident, or Force Majeure.

- 10.13. In the case of second hand Goods, the Buyer acknowledges that it has had full opportunity to inspect the second hand Goods prior to Delivery and accepts them in their current condition, with all faults and that to the extent permitted by law no warranty is given by CSC as to the quality or suitability of the second hand Goods for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Buyer acknowledges and agrees that where CSC has agreed to provide the Buyer with the second hand Goods, they have calculated the Price of the second hand Goods in reliance of this clause 10.13.

- 10.14. CSC may in its absolute discretion accept non-defective Goods for return in which case CSC may require the Buyer to pay handling fees of up to ten percent (10%) of the value of the returned Goods plus any freight costs.

- 10.15. Notwithstanding anything contained in this clause if CSC is required by a law to accept a return, then CSC will only accept a return on the conditions imposed by that law.

- 10.16. Despite anything to the contrary in these terms and conditions, following approval by the Buyer of the design of Goods which are a custom product, CSC will not issue any refund to the Buyer on the basis that:

- (a) the Goods are no longer wanted or required; or

- (b) the Buyer provided incorrect information, measurements or specifications to CSC; or

- (c) the Goods cannot be used for their intended purpose through no fault of CSC.

### 11. Intellectual Property

- 11.1. Where CSC has designed, drawn or developed Goods for the Buyer, then the Intellectual Property Rights in any designs, drawings and documents shall remain the property of CSC.

- 11.2. The Buyer warrants that all designs, specifications or instructions given to CSC will not cause CSC to infringe any Intellectual Property Rights of any other person in the execution of the Buyer's order and the Buyer agrees to indemnify CSC against any action taken by a third party against CSC in respect of any such infringement.

- 11.3. The Buyer agrees that CSC may (at no cost to the Buyer) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which CSC has created for the Buyer.

### 12. Change in Details

- 12.1. The Buyer shall give CSC not less than fourteen (14) days prior written notice of any proposed change of shareholding in the Buyer and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's name, address, contact phone, fax number/s, email address or business address). The Buyer shall be liable for any loss incurred by CSC as a result of the Buyer's failure to comply with this clause.

### 13. Default and Consequences of Default

- 13.1. Interest shall be charged on all overdue amounts owing to CSC by the Buyer and shall accrue daily from the date on which payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at CSC's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

- 13.2. The Buyer is liable for all out-of-pocket expenses and all other reasonable expenses including debt collection commission (as if the account had been collected) and any other contingent expenses and legal costs on a solicitor/client basis incurred by CSC for enforcement of obligations and recovery of moneys due from the Buyer to CSC, also including contract default fees, and bank dishonour fees.

- 13.3. In addition to any other rights or remedies CSC may have under this contract, if a Buyer has made payment to CSC by credit card, and the transaction is subsequently reversed, the Buyer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by CSC under this clause 13 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Buyer's obligations under this agreement.

- 13.4. Without prejudice to any other remedies CSC may have, if at any time the Buyer is in breach of any obligation under (including those relating to payment) or provision of these terms and conditions CSC may immediately suspend or terminate the supply of Goods or Services to the Buyer. CSC will not be liable to the Buyer for any loss or damage the Buyer suffers because CSC has exercised its rights under this clause.

- 13.5. Without prejudice to CSC's other remedies at law CSC shall be entitled to cancel all or any part of any order of the Buyer which remains unfulfilled and all amounts owing to CSC shall, whether or not due for payment, become immediately payable if:

- (a) any money payable to CSC becomes overdue, or in CSC's opinion the Buyer will be unable to make a payment when it falls due;

- (b) the Buyer 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

- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer.

### 14. Cancellation

- 14.1. CSC may cancel any contract, agreement or order to which these terms and conditions apply or cancel Delivery of Goods or Services at any time before the Goods or Services are due to be delivered by giving written notice to the Buyer. On giving such notice CSC shall repay to the Buyer any money paid by the Buyer for the Goods or Services. CSC shall not be liable for any loss or damage whatsoever arising from such cancellation.

- 14.2. In the event that the Buyer cancels delivery of the Goods or Services the Buyer shall be liable for any and all loss incurred (whether direct or indirect) by CSC as a result of the cancellation (including, but not limited to, any loss of profits).

- 14.3. Cancellation of orders for Goods made to the Buyer's specifications, or for Non-Stock List Items, will not be accepted once production has commenced, or an order has been placed.

### 15. Dispute Resolution

- 15.1. A Party must not commence legal proceedings in respect of a dispute in relation to any agreement between CSC and the Buyer to which these terms and conditions apply without first complying with the dispute resolution procedure outline in this clause 15.

- 15.2. A Party is not required to comply with the dispute resolution procedure in this clause 15 where:

- (a) the Buyer fails to pay any money owing to CSC in accordance with these terms and conditions; or

- (b) a Party is seeking urgent interlocutory relief.

# TERMS & CONDITIONS OF TRADE

## CSC GROUP AUSTRALIA PTY LTD (ABN 50 639 610 469)

15.3. A Party claiming that a dispute has arisen between the Parties ("**Dispute**") must send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute ("**Dispute Notice**").

15.4. Within fourteen (14) days after service of a Dispute Notice, the Parties shall confer at least once, 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.

15.5. In the event that the Dispute cannot be so resolved, the Parties must endeavour to resolve the Dispute by mediation using the following process:

(a) Either party may send further notice in writing to the other party stating that the Dispute has not been resolved and therefore the Dispute is to be referred to mediation;

(b) Within five (5) Business Days of receiving notice under clause 15.5(a), the Parties must jointly agree to the appointment of a mediator and the mediator's remuneration;

(c) If the Parties fail to appoint a mediator in accordance with clause 15.5(b), either Party may ask the President of the Law Society of New South Wales to appoint a mediator on behalf of the Parties and determine the mediators remuneration;

(d) The Parties must observe the instructions of the mediator about the conduct of the mediation and seek to resolve the Dispute with the assistance of the mediator within ten (10) Business Days of the appointment of the mediator or such other period agreed by the Parties; and

(e) The costs of the mediator will be borne in the proportions determined by the mediator.

15.6. If the Dispute cannot be resolved in accordance with clause 15.5, either Party may commence proceedings.

### 16. Credit Facility

16.1. On application of the Buyer, CSC may, in its absolute discretion provide a credit facility account to the Buyer ("**Account**").

16.2. The Buyer's application must be in the form and include the content required by CSC.

16.3. CSC reserves the right to, in its absolute discretion:

(a) refuse or accept the Buyer's application;

(b) impose any credit limit or other conditions or limitations as it believes necessary; and

(c) vary, suspend, withdraw or cancel the Account at any time, at which point all amounts owing under the Account shall be immediately due and payable.

16.4. If the Buyer's application is accepted, all Prices, costs, expenses, fees, duties and any other monies payable by the Buyer to CSC for the Goods and Services shall be credited against the Account.

16.5. At the end of each month, CSC will issue a statement to the Buyer for the Account and the Buyer must attend to payment of the Account by the date specified in the statement.

16.6. The Buyer hereby authorises CSC to direct debit the Buyer's credit or debit card provided with their application for the relevant amount on or after the due date for payment.

16.7. Interest will be charged on any outstanding amounts in accordance with clause 4.9.

### 17. Privacy Act 1988

17.1. For the purposes of considering the Buyer's application under clause 16, the Buyer agrees for CSC to obtain from a credit reporting body (CRB), a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Buyer in relation to credit provided by CSC.

17.2. The Buyer agrees that CSC may exchange information about the Buyer with those credit providers and with related body corporates for the following purposes:

(a) to assess an application by the Buyer; and/or

(b) to notify other credit providers of a default by the Buyer; and/or

(c) to exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and/or to assess the creditworthiness of the Buyer including the Buyer's repayment history in the preceding two years.

17.3. The Buyer consents to CSC being given a consumer credit report to collect overdue payment on commercial credit.

17.4. The Buyer agrees that personal credit information provided may be used and retained by CSC for the following purposes (and for other agreed purposes or required by):

(a) the provision of Goods or Services; and/or

(b) analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to the provision of Goods or Services; and/or

(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Buyer; and/or

(d) enabling the collection of amounts outstanding in relation to the Goods or Services.

17.5. CSC may give information about the Buyer to a CRB for the following purposes:

(a) to obtain a consumer credit report;

(b) allow the CRB to create or maintain a credit information file about the Buyer including credit history.

17.6. The information given to the CRB may include:

(a) personal information as outlined in 17.1 above;

(b) name of the credit provider and that CSC is a current credit provider to the Buyer;

(c) whether the credit provider is a licensee;

(d) type of consumer credit;

(e) details concerning the Buyer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);

(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies 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 Buyer no longer has any overdue accounts and CSC has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments);

(g) information that, in the opinion of CSC, the Buyer has committed a serious credit infringement;

(h) advice that the amount of the Buyer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).

17.7. The Buyer shall have the right to request from CSC:

(a) a copy of the information about the Buyer retained by CSC and the right to request that CSC correct any incorrect information; and

(b) that CSC does not disclose any personal information about the Buyer for the purpose of direct marketing.

17.8. CSC will destroy personal information upon the Buyer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.

17.9. The Buyer can make a privacy complaint by contacting CSC. CSC will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Buyer is not satisfied with the resolution provided, the Buyer can make a complaint to the Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).

### 18. Unpaid Seller's Rights

18.1. Where the Buyer has left any item with CSC for repair, modification, exchange or for CSC to perform any other service in relation to the item and CSC has not received or been tendered the whole of any moneys owing to it by the Buyer, CSC shall have, until all moneys owing to CSC 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 uncollected goods.

18.2. The lien of CSC shall continue despite the commencement of proceedings, or judgment for any moneys owing to CSC having been obtained against the Buyer.

### 19. General

#### 19.1. Notices

(a) Any notice given or required to be given by a Party under these terms and conditions or according to law, must be given in writing by a Party or its authorised representative and delivered:

(i) by sending it by mail to the address for service of the other Party; or

(ii) by sending it by email transmission to the email address of the other Party.

(b) The Buyer must provide its postal address and email address for service upon placing any order with CSC.

(c) CSC's address for service shall be that postal and email address as specified on their website from time to time.

(d) The Buyer must immediately notify CSC of any change in details including their postal and email address for service.

(e) If a notice is being sent by post, it is deemed to be received by the receiving party five (5) Business Days after posting.

(f) If the notice is emailed it is deemed to be received by the receiving party upon sending, unless:

(i) the sending party's email address receives a message indicating the email was not received; or

(ii) the email was sent outside of business hours (being 9.00am – 5.00pm) at the receiver's address, in which case the notice is regarded as received at the commencement of business on the following Business Day in that place.

#### 19.2. No Waiver

The failure by CSC to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect CSC's right to subsequently enforce that provision.

#### 19.3. Severability

If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

#### 19.4. Jurisdiction

Unless otherwise agreed in writing by us, at our sole selection, the Courts of any State or Territory in Australia will have exclusive jurisdiction in relation to all matters whatsoever concerning these terms and conditions. The Buyer irrevocably waives any objection to the venue selected by CSC in relation to any legal proceedings concerning these terms and conditions. The laws of the State or Territory chosen by us for any such legal proceedings will govern these terms and conditions.

#### 19.5. Liability

Subject to clause 10, CSC shall be under no liability whatsoever to the Buyer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by CSC of these terms and conditions (alternatively CSC's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods or Services).

#### 19.6. No Set-Off

The Buyer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Buyer by CSC nor to withhold payment of any invoice because part of that invoice is in dispute.

#### 19.7. Assignment

CSC may license, assign or sub-contract all or any part of its rights and obligations without the Buyer's consent.

#### 19.8. Variation

The Buyer agrees that CSC may amend these terms and conditions at any time. If CSC makes a change to these terms and conditions, then that change will take effect from the date on which CSC publishes the change. The Buyer will be taken to have accepted such changes if the Buyer makes a further request for CSC to provide Goods or Services to the Buyer.

#### 19.9. Force Majeure

Neither party shall be liable for any default due to any event of Force Majeure or other event beyond the reasonable control of either party.

#### 19.10. Buyer Warranty

The Buyer warrants that:

(a) it has the power to enter into this agreement;

(b) It has obtained all necessary authorisations to allow it to enter into this agreement;

(c) it is not insolvent; and

(d) this agreement creates binding and valid legal obligations on it.

#### 19.11. Electronic Transactions Act 2000

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* (NSW) or any other applicable provisions of that Act or any Regulations referred to in that Act.