

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

DATE: _____ REF No. _____

CLIENT'S TRADE NAME: _____

CLIENT'S FULL or LEGAL NAME: _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Billing Address: _____ Physical Address: _____

_____ State: _____ Postcode: _____ _____ State: _____ Postcode: _____

COMMERCIAL CLIENTS ONLY

ABN/ACN Number: _____

Requested Credit Limit: _____ Date Established: _____

Contact 1: _____ Contact 2: _____

Position: _____ Position: _____

Phone: _____ Phone: _____

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company) OR TRUSTEE (If a Trust)

Full Name: _____ Full Name: _____

Home Address: _____ Home Address: _____

_____ State: _____ Postcode: _____ _____ State: _____ Postcode: _____

ID: _____ Date of Birth: _____ ID: _____ Date of Birth: _____
 (Driver's Licence, Passport, etc.) (Driver's Licence, Passport, etc.)

Home Phone: _____ Home Phone: _____

TRADE REFERENCES

Business Name 1: _____ Address or A/C No: _____

Phone: _____ Fax: _____

Business Name 2: _____ Address or A/C No: _____

Phone: _____ Fax: _____

Business Name 3: _____ Address or A/C No: _____

Phone: _____ Fax: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Smart Doors & Gates Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.***

SIGNED (CLIENT): _____ **SIGNED (SMART DOORS & GATES):** _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CLIENT'S SIGNATURE:

Signed: _____ **Name:** _____ **Date:** _____

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Smart Doors & Gates Pty Ltd and its successors and assigns ("Smart Doors & Gates") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Client") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- GUARANTEE** the due and punctual payment to Smart Doors & Gates of all moneys which are now owing to Smart Doors & Gates by the Client and all further sums of money from time to time owing to Smart Doors & Gates by the Client in respect of goods and services supplied or to be supplied by Smart Doors & Gates to the Client or any other liability of the Client to Smart Doors & Gates, and the due observance and performance by the Client of all its obligations contained or implied in any contract with Smart Doors & Gates, including but not limited to the Terms & Conditions of Trade signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to Smart Doors & Gates the Guarantor will immediately on demand pay the relevant amount to Smart Doors & Gates. In consideration of Smart Doors & Gates agreeing to supply the Goods to the Client, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to Smart Doors & Gates registering any interest so charged. The Guarantor irrevocably appoints Smart Doors & Gates and each director of Smart Doors & Gates as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which Smart Doors & Gates may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - register any other document required to be registered by the PPSA or any other law; or
 - correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY** Smart Doors & Gates on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, Smart Doors & Gates in connection with:
 - the supply of goods and/or services to the Client; or
 - the recovery of moneys owing to Smart Doors & Gates by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to Smart Doors & Gates' nominees costs of collection and legal costs; or
 - moneys paid by Smart Doors & Gates with the Client's consent in settlement of a dispute that arises or results from a dispute between, Smart Doors & Gates, the Client, and a third party or any combination thereof, over the supply of goods and/or services by Smart Doors & Gates to the Client.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- I/We have received, read and understood Smart Doors & Gates' Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to Smart Doors & Gates by the Client and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Smart Doors & Gates' part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client's obligations to Smart Doors & Gates, each Guarantor shall be a principal debtor and liable to Smart Doors & Gates accordingly.
- If any payment received or recovered by Smart Doors & Gates is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Smart Doors & Gates shall each be restored to the position in which they would have been had no such payment been made.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to Smart Doors & Gates.
- I/we irrevocably authorise Smart Doors & Gates to obtain from any person or company any information which Smart Doors & Gates may require for credit reference purposes. I/We further irrevocably authorise Smart Doors & Gates to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with Smart Doors & Gates as a result of this Guarantee and Indemnity being actioned by Smart Doors & Gates.
- The above information is to be used by Smart Doors & Gates for all purposes in connection with Smart Doors & Gates considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

Note: 1. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

2. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member.

WARNING: THIS IS AN IMPORTANT DOCUMENT YOU SHOULD SEE YOUR LAWYER OR ADVISOR BEFORE SIGNING IT

Smart Doors & Gates Pty Ltd – Terms & Conditions of Trade

1. Definitions

- 1.1 "Smart Doors" means Smart Doors & Gates Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Smart Doors & Gates Pty Ltd.
- 1.2 "Client" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3 "Goods" means all Goods or Services supplied by Smart Doors to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).
- 1.4 "Price" means the Price payable for the Goods as agreed between Smart Doors and the Client in accordance with clause 5 below.

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.
- 2.2 These terms and conditions may only be amended with Smart Doors' consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Smart Doors.
- 2.3 Nothing in contained in these terms and conditions shall create a partnership between both parties, and the Client shall not hold themselves out, or represent themselves, as having any authority whatsoever to otherwise contract in act on Smart Doors' behalf.
- 2.4 The Client shall at all times, where on-selling the Goods, use their best endeavours to promote and develop the sale of the Goods to third parties.
- 2.5 The Client agrees that Smart Doors may, at their discretion, monitor enquiries, or monitor or tape record transactions or discussions made or occurring over the telephone. This is done for reasons of accuracy, security and service.

3. Change in Control

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

4. Orders

- 4.1 Smart Doors shall not be obliged to accept any order, and may decline or refuse any order (or any part of any order) without being liable to the Client for any reason or explanation in doing so.
- 4.2 The Client acknowledges that an order accepted by Smart Doors can only be cancelled or modified with the express written approval of Smart Doors.

5. Price and Payment

- 5.1 At Smart Doors' sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by Smart Doors to the Client; or
 - (b) the Price as at the date of delivery of the Goods according to Smart Doors' current price list, which may be subject to change without notice; or
 - (c) Smart Doors' quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 5.2 Smart Doors reserves the right to change the Price:
 - (a) if a variation to Smart Doors' quotation is requested;
 - (b) in the event of increases in Smart Doors' costs (including, but not limited to, components, raw materials, manufacture, delivery or labour), or fluctuations in currency exchange rates, which are beyond Smart Doors' control.
- 5.3 At Smart Doors' sole discretion a non-refundable deposit may be required.
- 5.4 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Smart Doors, which may be:
 - (a) on delivery of the Goods;
 - (b) before delivery of the Goods;
 - (c) by way of instalments in accordance with Smart Doors' payment schedule;
 - (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 Client by Smart Doors.
- 5.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to one percent (1%) of the Price), or by any other method as agreed to between the Client and Smart Doors.
- 5.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Smart Doors an amount equal to any GST Smart Doors must pay for any supply by Smart Doors under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client 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.

6. Delivery of Goods

- 6.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:
 - (a) the Client or the Client's nominated carrier takes possession of the Goods at Smart Doors' address; or
 - (b) Smart Doors (or Smart Doors' nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.
- 6.2 At Smart Doors' sole discretion the cost of delivery is either included in the Price, or is in addition to the Price.
- 6.3 The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then Smart Doors shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 6.4 Smart Doors may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. Any time or date given by Smart Doors to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and Smart Doors will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.

7. Risk

- 7.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must maintain (at their own cost) adequate insurances with a reputable insurer to cover any insurable liability in relation to the Goods. The Client must produce to Smart Doors on request certificates of currency of all insurances, and each certificate must name Smart Doors as co-insured.
- 7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Smart Doors is entitled to receive all insurance proceeds payable for the Goods.

The production of these terms and conditions by Smart Doors is sufficient evidence of Smart Doors' rights to receive the insurance proceeds without the need for any person dealing with Smart Doors to make further enquiries.
If the Client requests Smart Doors to leave Goods outside Smart Doors' premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.

Installation

- Without limiting clause 12, the Client acknowledges that where the Goods require installation:
 - (a) we cannot and do not warrant the suitability of the Goods for any particular installation;
 - (b) the Client is responsible for ensuring the Goods:
 - (i) are installed safely and in accordance with the Installation Instruction Manual where installation is performed by the Client, or any third party;
 - (ii) is suitable for the particular installation.
- 8.2 The Client agrees to indemnify, and keep indemnified, Smart Doors against and in respect of all damage, loss, liability or expense (whether direct or indirect, consequential or incidental, quantified or unquantified, present, future or contingent) incurred by us, and all claims made or brought against Smart Doors, in connection with the installation of Goods by the Client, or any third party, which is unsafe, unsuitable, or does not strictly comply with the Installation Instruction Manual.

Title

- Smart Doors and the Client agree that ownership of the Goods shall not pass until:
 - (a) the Client has paid Smart Doors all amounts owing to Smart Doors; and
 - (b) the Client has met all of its other obligations to Smart Doors. Receipt by Smart Doors 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 further agreed that:
 - (a) until ownership of the Goods passes to the Client in accordance with clause 9.1 that the Client is only a bailee of the Goods and must return the Goods to Smart Doors on request;
 - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for Smart Doors and must pay to Smart Doors the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Smart Doors and must pay or deliver the proceeds to Smart Doors on demand;
 - (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Smart Doors and must sell, dispose of or return the resulting product to Smart Doors as it so directs;
 - (e) the Client irrevocably authorises Smart Doors to enter any premises where Smart Doors believes the Goods are kept and recover possession of the Goods;
 - (f) Smart Doors may recover possession of any Goods in transit whether or not delivery has occurred;
 - (g) the Client 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 Smart Doors;
 - (h) Smart Doors may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

Personal Property Securities Act 2009 ("PPSA")

- 10. In this clause financing statement, 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 Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by Smart Doors to the Client. The Client undertakes to:
 - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Smart Doors may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities 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 10.3(a)(i) or 10.3(a)(ii);
 - (b) indemnify and/or make good reimbursement, Smart Doors 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;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of Smart Doors;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of Smart Doors;
 - (e) immediately advise Smart Doors of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
 - 10.4 Smart Doors and the Client 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 Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
 - 10.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
 - 10.7 Unless otherwise agreed to in writing by Smart Doors, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
 - 10.8 The Client must unconditionally ratify any actions taken by Smart Doors under clauses 10.3 to 10.5.
 - 10.9 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.
- Security and Charge**
- 11. In consideration of Smart Doors agreeing to supply the Goods, the Client charges all of its right, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

- 11.2 The Client indemnifies Smart Doors from and against all Smart Doors' costs and disbursements including legal costs on a solicitor and own costs basis incurred in exercising Smart Doors' rights under this clause.
- 11.3 The Client irrevocably appoints Smart Doors and each director of Smart Doors as the Client'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 Client's behalf.

12. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- The Client must:
 - (a) inspect the Goods on delivery and must within seven (7) days of delivery notify Smart Doors in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote;
 - (b) notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident; provide Smart Doors with all relevant details including:
 - (i) a precise description of the fault or defect; or its symptoms (so far as known by the Client);
 - (ii) the serial number of the Goods;
 - (iii) the date the Goods were installed and contact details of the installer (where the Goods are installed by any third party).
 - (d) upon such notification, allow Smart Doors to inspect the Goods.
- Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- Smart Doors acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Smart Doors makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Smart Doors' liability in respect of these warranties is limited to the fullest extent permitted by law.
- 12.5 If the Client is a consumer within the meaning of the CCA, Smart Doors' liability is limited to the extent permitted by section 64A of Schedule 2.
- 12.6 If Smart Doors is required to replace the Goods under this clause or the CCA, but is unable to do so, Smart Doors may refund any money the Client has paid for the Goods.
- 12.7 If the Client is not a consumer within the meaning of the CCA, Smart Doors' 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 Client by Smart Doors at Smart Doors' sole discretion;
 - (b) limited to any warranty to which Smart Doors is entitled, if Smart Doors did not manufacture the Goods;
 - (c) otherwise negated absolutely.
- 12.8 Subject to this clause 12, returns will only be accepted provided that:
 - (a) the Client has complied with the provisions of clause 12.1; and
 - (b) Smart Doors has agreed that the Goods are defective; and
 - (c) the Goods are returned within a reasonable time at the Client'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 possible.
- 12.9 Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, Smart Doors 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 Client failing to properly maintain or store any Goods;
 - (b) the Client using the Goods for any purpose other than that for which they were designed;
 - (c) the Client 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 Client failing to follow any instructions or guidelines provided by Smart Doors;
 - (e) fair wear and tear, any accident, or act of God.
- 12.10 Smart Doors may in its absolute discretion accept non-defective Goods for return in which case Smart Doors may require the Client to pay handling fees of up to twenty percent (20%) of the value of the returned Goods plus any freight costs.
- 12.11 Notwithstanding anything contained in this clause if Smart Doors is required by a law to accept a return then Smart Doors will only accept a return on the conditions imposed by that law.

Intellectual Property

- 13.1 Smart Doors own all copyright, designs, patents, trade marks and other intellectual property used on or in relation to the Goods, the Installation Instruction Manual and advertising materials used or supplied in connection with such Goods. The Client must not reproduce, adapt or alter, obscure or obliterate any name, trade mark, copyright or other notice of proprietorship printed or affixed to or included in the Goods, packaging, advertising material or any documentation supplied with the Goods without the express written approval of Smart Doors.
- Default and Consequences of Default**
- 14. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Smart Doors' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
 - 14.2 If the Client owes Smart Doors any money the Client shall indemnify Smart Doors from and against all costs and disbursements incurred by Smart Doors in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Smart Doors' collection agency costs, and bank dishonour fees).
 - Without prejudice to any other remedies Smart Doors may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Smart Doors may suspend or terminate the supply of Goods to the Client. Smart Doors will not be liable to the Client for any loss or damage the Client suffers because Smart Doors has exercised its rights under this clause.
 - 14.4 Without prejudice to Smart Doors' other remedies at law Smart Doors shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Smart Doors shall, whether or not due for payment, become immediately payable if:
 - (a) any money payable to Smart Doors becomes overdue, or in Smart Doors' opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with its 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 Client or any asset of the Client.

15. Cancellation

- Smart Doors 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 Client. On giving such notice Smart Doors shall repay to the Client any money paid by the Client for the Goods. Smart Doors shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 15.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by Smart Doors as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 15.3 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
- 16.1 **Privacy Act 1988**
The Client agrees for Smart Doors to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by Smart Doors.
- 16.2 The Client agrees that Smart Doors may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client.
- The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 16.3 The Client consents to Smart Doors being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 16.4 The Client agrees that personal credit information provided may be used and retained by Smart Doors for the following purposes (and for other purposes as shall be agreed between the Client and Smart Doors or required by law from time to time):
 - (a) the provision of Goods; and/or
 - (b) the marketing of Goods by Smart Doors, its agents or distributors; and/or
 - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.
- 16.5 Smart Doors may give information about the Client to a credit reporting agency for the following purposes:
 - (a) to obtain a consumer credit report about the Client;
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- The information given to the credit reporting agency may include:
 - (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
 - (b) details concerning the Client's application for credit or commercial credit and the amount requested;
 - (c) advice that Smart Doors is a current credit provider to the Client;
 - (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - (f) information that, in the opinion of Smart Doors, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
 - (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - (h) that credit provided to the Client by Smart Doors has been paid or otherwise discharged.

16.6 Information given to the credit reporting agency may include:

- (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
- (b) details concerning the Client's application for credit or commercial credit and the amount requested;
- (c) advice that Smart Doors is a current credit provider to the Client;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of Smart Doors, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
- (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
- (h) that credit provided to the Client by Smart Doors has been paid or otherwise discharged.

17. Lien

- Smart Doors shall have a lien over any item, or any Goods, in their possession belonging to Smart Doors to secure payment of any and all outstanding amounts owed by the Client from time to time.
- 18. General**
- 18.1 The failure by Smart Doors to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Smart Doors' right to subsequently enforce that provision. 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.
 - 18.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state of Queensland in which Smart Doors has its principal place of business, and are subject to the jurisdiction of the courts in that state.
 - 18.3 Subject to clause 12 Smart Doors shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Smart Doors of these terms and conditions (alternatively Smart Doors' liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
 - 18.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Smart Doors nor to withhold payment of any invoice because part of that invoice is in dispute.
 - 18.5 Smart Doors may license or sub-contract all or any part of its rights and obligations without the Client's consent.
 - 18.6 The Client agrees that Smart Doors may amend these terms and conditions at any time. If Smart Doors makes a change to these terms and conditions, then that change will take effect from the date on which Smart Doors notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for Smart Doors to provide Goods to the Client.
 - 18.7 Neither party 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.
 - 18.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.