## TW Woods Construction Pty Ltd – Terms & Conditions of Trade cuction Pty Ltd — Terms & Condition (e) falling any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by TWW. Payment may be made by cash, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and TWW. TWW may in its discretion allocate any payment received from the Client towards any invoice that TWW determines and may do so at the time of receipt or a ray time afterwards. On any default by the Client TWW may reallocate any payments previously received and allocated. In the absence of any payment allocation by TWW, payment will be deemed to be allocated in such manner as preserves the maximum value of TWW's Purchase Money. Security Interst (as defined in the PPSA) in the Goods/Equipment. The Client shall not be entitled to set off against, or deduct from the Price, any sums cowed or claimed to be owed to the Client by TWW nor to without payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify TWW in writing within three (3) business days, the invoice shall remain due and payable for the full amount, untill such time as TWW investigates the dispute claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in TWW placing the Client's account into default and subject to default interest in accordance with clause 15.1. Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must and to TWW and amount equal to any GST TWW must. supply chains, the Client must as soon as reasonably practicable take all reasonable steps to address or remove these practices; provide to TWW a copy of any Modern Slavery Statement that it submits under the Act within seven (7) days of so doing; and within seven (7) days of TWW's request (or such longer period as TWW agrees), provide to TWW any information or assistance reasonable requested by TWW; (i) concerning the Client's operations and supply chains; (ii) to enable TWW to prepare a Modern Slavery Statement or otherwise comply with the Act; or (v) to enable TWW to assess and address risks of Modern Slavery Practices in its operations and supply chains. The parties agree that in the circumstances a breach arises pursuant to this clause or the terms of the Act, the parties will try and resolve the breach by way of remediation and TWW will be able to terminate the Contract for any breach by the Client. Definitions Client\* means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting TVW to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, 1. if there is more than one Client, is a reference to each Client jointly 5.7 and severally; and if the Client is a partnership, it shall bind each partner jointly and (c) if the Client is a partnership, it shall bind each partner jointly and severally, and (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Client's executors, administrators, successors and permitted assigns. '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, knowhow, 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. '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 Client does not wish to allow Cookies to operate in the background when using TWW's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable the Cookies first by selecting the option to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website. '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. 'Equipment' means all Equipment including any accessories supplied on the website, including any accessories supplied on the very contract of the contrac severally, and if the Client is a part of a Trust, shall be bound in their capacity as a (c) 1.2 9.9 breach by the Client. The Client warrants that any information supplied to TWW is true and accurate and may be relied upon for the purposes of the Act. The Client shall indemnify TWW against any loss or liability suffered by TWW as a result of the Client's breach of this clause 9. accordance with clause 15.1. Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to TWW an amount equal to any GST TWW must pay for any supply by TWW under this or any other agreement for the sale of the Goods/hire of the Equipment. The Client must pay GST, without eduction 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. Title to Goods TWW and the Client agree that ownership of the Goods shall not pass until: (a) the Client has paid TWW all amounts owing to TWW; and (b) the Client has met all of its other obligations to TWW. Receipt by TWW of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, character recomplised. 1.3 10.2 deemed to be payment until that form of payment has been honoured, cleared or recognised. It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 10.1: (a) the Client is only a bailee of the Goods and must return the Goods to TWW on request. (b) the Client holds the benefit of the Client's insurance of the Goods on trust for TWW and must pay to TWW the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed. (c) the Client must not self, 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 pats with possession of the Goods then the Client must hold the proceeds of any such act on trust for TWW and must pay or deliver the proceeds to TWW on demand; 10.3 1.4 Delivery of Goods/Equipment Delivery ("Delivery") of the Goods/Equipment is taken to occur at the time 1.5 the Client or the Client's nominated carrier takes possession of the Goods/Equipment at TWW's address, or TWW for TWW's nominated carrier) delivers the Goods/Equipment to the Client's nominated address even if the Client is not present at the At TWW sole discretion the cost of Delivery is either included or is in addition to the Price. TWW may deliver the Goods/Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. Any time specified by TWW for Delivery of the Goods/Equipment is an estimate only and TWW will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. However both parties agree that they shall make every endeavour to enable the Goods/Equipment to be delivered at the time and place as was arranged between both parties. In the event that TWW is unable to supply the Goods/Equipment as agreed solely due to any action or inaction of the Client, then TWW shall be entitled to charge a reasonable fee for redelivery and/or storage. 1.6 1.7 demand: 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 TWW and must sell, dispose of or return the resulting product br TWW as it so directs; the Client irrevocably authorises TWW to enter any premises where TWW believes the Goods are kept and recover possession of the Conds: 1.8 1.9 (e) Goods; TWW may recover possession of any Goods in transit whether or not 1.10 (f) Delivery has occurred; the Clients and south of the Clients whether or not Delivery has occurred; 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 TWW; TWW may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client. Construction Pty Ltd. Acceptance 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/Equipment. In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail. Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties. The Client acknowledges that the supply of Goods/Equipment or credit shall not take effect until the Client has completed a credit application with TWW and it has been approved with a credit limit established for the account. In the event that the supply of Goods/Equipment requested exceeds the Client's credit limit and/or the account exceeds the payment terms. TWW reserves the right to refuse Delivery. Any advice, recommendation, information, assistance or service provided by TWW in relation to Goods or Services supplied is given in good faith to the Client, or the Client's agent and is based on TWW's own knowledge and experience and shall be accepted without liability on the part of TWW. Where such advice or recommendations are not acted upon then TWW shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services in writing. TWW shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services. 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. Errors and Omissions Risk to Goods Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, TWW is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by TWW is sufficient evidence of TWW's rights to receive the insurance proceeds without the need for any person dealing with TWW to make further enquiries. If the Client requests TWW to leave Goods outside TWW's premises for collection or to deliver the Goods to an unattended location then such Goods 2. 2.1 The Client. Personal Property Securities Act 2009 ("PPSA") In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA. 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 Goodsfequipment and/or collateral (account) — being a monetary obligation of the Client to TWW for Services—that have previously been supplied and that will be supplied in the future by TWW to the Client. The Client undertakes to: (a) promptly sign that will be supplied in the future by TWW to the Client. The Client undertakes to: (b) promptly sign bepends which TWW may reasonably require for the client of the control of the 2.2 make further enquiries. If the Client requests TWW to leave Goods outside TWW's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk. TWW shall be entitled to rely on the accuracy of any plans, design specifications (including, but not limited to CAD drawings) and other information/data provided by the Client. The Client acknowledges and agrees that in the event that any of this information/data provided by the Client is inaccurate, TWW accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, design specifications or other information/data. Detailed drawings of any services that will be embedded in the Goods are to be provided to TWW prior to commencement of any Services. Whilst all due care will be taken no liability will be accepted by TWW for damage to the services or any other element embedded in the Goods. The Client acknowledges and accepts that: (a) bead, media or sandblasting is a potentially destructive process and may result in the exposure of filler or badly repaired surfaces that will require remediation before painting can commence and as a result will incur an additional cost; (b) TWW shall be under no liability for inferior existing paintwork where TWW spaint has bonded to the existing paintwork and weakened the previous paint causing any kind of flake, crack or blemish; where an anodised surface finish has been selected, slight colour veriation may occur between the main unit frame and any installation tims used due to the difference in aluminium alloys available and manufacturing standards and tolerances shall not have deemed to be a defect in the Goods. (d) Goods supplied may exhibit variations in shade tone, colour, texture, surface and finish, which may: (i) fade or change colour over time; (ii) expand, contract or distort as a result of exposure to heat, cod, weather; (iii) the damaged of distigured by impact or scratching. TWW will make even for the order t 25 26 register any other document required to in clause 11.3(a)(i) or 11.3(a)(ii); and upon demand reimburse, TWW for all expenses (iii) 2.7 (iii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(i). (b) indemnify, and upon demand reimburse, TWW 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 GoodsEquipment charged thereby. (c) not register a financing change statement in respect of a security interest without the prior written consent of TWW. (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the GoodsEquipment and/or collateral (account) in favour of a third party without the prior written consent of TWW. (e) immediately advise TWW of any material change in its business practices of selling Goods which would result in a change in the TWW 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. The Client waves their rights to receive notices under sections 95, 116, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Client waves their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by TWW, the Client waives their right unless otherwise agreed to in writing by TWW, the Client waives their right to the properties of the proper Errors and Omissions The Client acknowledges and accepts that TWW shall, without prejudice accept no, liability in respect of any alleged or actual error(s) and/or 3. 3.1 omission(s). (a) resulting from an inadvertent mistake made by TWW in the formation and/or administration of this Contract, and/or contained information and/or administration of this Contract, and/or contained information and literature (hard copy and/or electronic) such as the verification of the services. In the event such an error and/or omission occur in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of TWW; the Client shall not be entitled to treat this Contract as repudiated nor morder it invalid. 11.4 render it invalid. In circumstances where the Client is required to place an order for Goods, in writing, or otherwise as permitted by these terms and conditions, the Client is responsible for supplying correct order information such as, without immitation, measurements and quantity, when placing an order for Goods (whether they are made to order Goods or not). "Client Error"). The Client must pay for all Goods it orders from TWW notwithstanding that such Goods suffer from a Client Error and notwithstanding that the Client has not taken or refuses to take delivery of such Goods. TWW is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors. 11.5 3.3

Specifications
The Client acknowledges and accepts that all descriptive specifications, flustrations, drawings, data, dimensions and weights stated in TWW's or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contract, unless expressly stated as such in writing by TWW.

Compliance with Laws
The Client and TWW shall comply with the provisions of all statutes,
regulations and bylaws of government, local and other public authorities that
may be applicable to the Services including any work health and safety laws
(WHS) relating or any other relevant safety standards or legislation
pertaining to the Services.
Both parties acknowledge and agree:
(a) to comply with the National Construction Code of Australia (NCC)
and the Building Products (Safety) Act 2017, in respect of all
workmanship and building products to be supplied during the course
of the Services; and

workinarism par obtaining products to be sphered unity in the douse of the Services; and (b) that Services will be provided in accordance with any current relevant Australian/New Zealand Standards applicable.

Where the Client has supplied products for TWW to complete the Services, the Client acknowledges that it accepts responsibility for the suitability of purpose and use for their products and the intended use and any faults inherent in those products. However, if in TWW soplinor, it is believed that the materials supplied are non-conforming products and will not conform with state and/or territory regulations, then TWW shall be entitled, without prejudice, to halt the Services until the appropriate conforming products are sourced and all costs associated with such a change to the plans and design will be invoiced in accordance with clause Erroft Reference source not found.

will be invoiced in accordance with Laboratoria and approvals that may be required for the Services.

The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.

Modern Slavery

For the purposes of this clause:

(a) "Act" means the Modern Slavery Act 2018 (cth)

(b) "Modern Slavery", "Modern Slavery Statement" and "Reporting Entity" have the meanings given by the Act.

If the Client is a Reporting Entity, it shall comply with all of its obligations under the Act.

If the Client is a Reporting Entity, it shall comply with all of its obligations under the Act.
Whether the Client is a Reporting Entity or not, the Client shall:
(a) use reasonable endeavours to identify, assess and address risks of modern slavery practices in its operations and supply chains:
(b) use its reasonable endeavours to ensure that the personnel responsible for managing the operations and supply chains used for the purposes of the Contract have undertaken suitable training to identify and report Modern Slavery,
(c) use its reasonable endeavours to ensure that if at any time the Client becomes aware of Modern Slavery practices in its operations and

Unless otherwise agreed to in writing by TWW, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.

PPSA.

The Client must unconditionally ratify any actions taken by TWW under clauses 11.3 to 11.5. Subject to any express provisions to the contrary (including those contained in this clause 111), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA. Only to the extent that the hire of the Equipment exceeds a two (2) year hire period with the right of renewal shall clause 11 apply as a security agreement in the form of a PPS Lease in respect of Section 20 of the PPSA, in all other matters this clause 11 will apply generally for the purposes of the PPSA.

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Security and Charge
In consideration of TWW agreeing to supply the Goods/Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, really 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).
The Client indemnifies TWW from and against all TWW's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising TWW spirits under this clause.
The Client irrevocably appoints TWW and each director of TWW as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Client's behalf.

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Defects, Warranties and Returns, Competition and Consumer Act 2010 ("CCA.")
The Client must inspect the Goods/Equipment on Delivery and must within seven (7) days of Delivery notify TWW in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods/Equipment as soon as reasonably possible after any such defect becomes evident Upon such notification the Client must allow TWW to inspect the Goods/Equipment. 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).

Curantees)
TWW 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, TWW makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods/Equipment. TWW's liability in respect of these warranties is limited to the tullest extent permitted by law. If the Client is a consumer within the meaning of the CCA, TWW's liability is limited to the extent permitted by section 64A of Schedule 2.

Change in Control
The Client shall give TWW 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 numberis, change of trustees, or business practice). The Client shall be liable for any loss incurred by TWW as a result of the Client's failure to comply with this clause.

Price and Payment

At TWW's sole discretion the Price shall be either:
(a) as indicated on any invoice provided by TWW to the Client; or
(b) TWW's 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) 9.2

prior stated in the quidation or otherwise for a period of thirty (30) days.

reserves the right to change the Price:
if a viriation to the Goods which are to supplied is requested; or if a viriation to the Services originally scheduled (including any applicable plans or specifications, change to scope of the Services) is 

Supplied of the Services originally scheduled.

applicable plans or specinicarons, uraning to soupe or in commercinguisted or where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, availability of machinery, safety considerations, prerequisite work by a third party not being completed, change of design, etc.) which are only discovered on commencement of the Services; or in the event of increases to TVW in the cost of labour or materials (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond TWW's control.

Variations will be charged for on the basis of TWW's quotation, and will be detailed in writing, and shown as variations on TWW's invoice. The Client shall be required to respond to any variation submitted by TWW within ten (10) working days. Failure to do so will entitle TWW to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

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At TWW's sole discretion a non-refundable deposit may be required. 
Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by TWW, which may be:

on or before Delivery of the Goods/Equipment; by way of instalments/progress payments in accordance with TWW's payment schedules/progress payments in accordance with TWW's payment schedules/progress payments in accordance with TWW's thirty (30) days following the end of the month in which a statement is possed to the Client's address or address for notices; the date specified on any invoice or other form as being the date for

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## TW Woods Construction Pty Ltd – Terms & Conditions of Trade conditions (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 including the Client's repayment history in the preceding two (2) years. The Client consents to TWW being given a consumer credit report to collect overdue payment on commercial credit. The Client consents to TWW being given a consumer credit report to collect overdue payment on commercial credit. The Client agrees that personal credit information provided may be used and retained by TWW for the following purposes (and for other agreed purposes or required by): (a) the provision of Goods/Equipment; and/or and/or status in relation to the provision of Goods/Equipment and/or credit facilities requested by the Client, and/or credit facilities requested by the Client, and/or credit facilities requested by the Client, and/or and/or status in relation to the Goods/Equipment. We mostly application of announts outstanding in relation to the Goods/Equipment and/or and/or provision of Goods/Equipment and/or credit facilities requested by the Client, and/or the Client makes a further request for TWW to provide Goods/Equipment to the Client 13.6 If TWW is required to replace the Goods under this clause or the CCA, but is unable to do so, TWW may refund any money the Client has paid for the The Client makes a further request for TWW to provide Goods/Equipment to the Client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc.; (Force Majeure') or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this Contract and any eotherical all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them. This Contract and any subsequent hire agreement between TWW and the Client, shall constitute as the entire agreement between TWW and the Client, and the Client hereby acknowledges that no reliance is placed on any representation made by TWW that is not embodied in this Contract. The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract. Coods. If the Client is not a consumer within the meaning of the CCA, TWW'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 Client by TWW at TWW's sole discretion; (b) limited to any warranty to which TWW is entitled, if TWW did not manufacture the Goods (c). (c) otherwise negated absolutely. Subject to this clause 13, returns will only be accepted provided that: (a) the Client has complied with the provisions of clause 13.1; and TWW 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. 13.7 13.8 (a) the Colous are returned in as close a common to that in which they were delivered as is possible. Notwithstanding clauses 13.1 to 13.8 but subject to the CCA, TWW 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/Equipment; (b) the Client using the Goods/Equipment for any purpose other than that for exhibit because desirable. 13.9 purposes: | to obtain a consumer credit report; | allow the CRB to create or maintain a credit information file about the Client including credit instory. | The information given to the CRB may include: | Personal Information as outlined in 17.3 above; | name of the credit provider and that TWW is a current credit provider to the Client; | whether the credit provider is a licensee; | type of consumer credit; | details concerning the Client's application for credit or commercial the Client dailig the Goods/Equipment of any pulpose other trait to which they were designed; the Client continuing the use of the Goods/Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user; the Client failing to follow any instructions or guidelines provided by TWW. Additional Terms & Conditions Applicable to Hire Only Hire Period The hire charges shall commence from the time the Equipment is collected by the Client from TWW's premises and will continue until the return of the Equipment to TWW's premises, and/or until the expiry of the Minimum Hire Period, whichever last occurs. If TWW agrees with the Client to deliver and/or collect the Equipment, hire charges shall commence from the time the Equipment leaves TWW's premises and continue until the Client notifies TWW that the Equipment savaliable for collection, and/or until the expiry of the Minimum Hire Period, whichever last occur, the three to the Client, whether the credit provider is a licensee; type of consumer credit; eled tables concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); advice of consumer credit defaults (provided TWW is a member of an approved OAIC External Disputes Resolution Scheme), 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 Client no longer has any overdue accounts and TWW has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments); (g) information that, in the opinion of TWW, the Client has committed a serious credit infiningement; advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150). The Client shall have the right to request (by e-mail) from TWW: a copy of the Personal Information about the Client retained by TWW and the right to request that TWW correct any incorrect Personal Information, and (b) that TWW does not disclose any Personal Information about the Client for the purpose of direct marketing. TWW will destroy Personal Information upon the Client's request (by e-mail) for 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. The Client can make a privacy complaint by contacting TWW via e-mail. TWW will despond to that complaint within seven (7) days of receipt and will the resolution provided, the Client can make a complaint thin thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au. Unpaid Seller's Rights Hire Period TWW, and we can deter any accident, or act of God. TWW may in its absolute discretion accept non-defective Goods for return in which case TWW may require the Client to pay handling fees of up to ten percent (10%) of the value of the returned Goods plus any freight costs. Notwithstanding anything contained in this clause if TWW is required by a law to accept a return on the conditions imposed by that law. Subject to clause 13.1, customised, or non-stocklist items or Goods made or ordered to the Client's specifications are not acceptable for credit or return. 13.10 23.2 13.11 23.3 13.12 Intellectual Property Where TWW has designed, drawn or developed Goods/Equipment for the Client, then the copyright in any designs and drawings and documents shall remain the property of TWW. Under no circumstances may such designs, drawings and documents be used without the express written approval of TWW. 23.4 TWW. The Client warrants that all designs, specifications or instructions given to TWW will not cause TWW to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify. TWW against any action taken by a third party against TWW in respect of any such infringement. The Client agrees that TWW may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods/Equipment which TWW has created for the Client. Risk to Equipment TWW retains ownership of the Equipment nonetheless all risk for the Equipment passes to the Client on Delivery. The Client accepts full responsibility for the safekeeping of the Equipment and indemnifies TWW for all loss, theft, or damage to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Client. The Client will insure, or self insure, TWW's interest in the Equipment against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will affect adequate Public Liability Insurance covering any loss, damage or nipury to properly arising out of the Equipment Further the Client will not use the Equipment or permit an insure to decline any claim. Insurer to decline any claim. The company of the co 14.2 Risk to Equipment 14.3 marketing or entry into any competition, any occuments, designs, grawings or GoodsEcupiment which TWW has created for the Client. Default and Consequences of Default 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 TWW's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes TWW any money, the Client shall indemnify TWW from and against all costs and disbursements: (a) incurred; and/or incurred and/or (c) for which by the Client would be liable; in regard to legal costs on a solicitor and own client basis, internal administration fees, TWW's contract fees owing for breach of these terms and conditions, including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees. Further to any other rights or remedies TWW may have under this Contract, if a Client has made payment to TWW, and the fransaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by TWW under this douse 15 where it can be proven that such reversal is found to be liegal, fraudulent or in contravention to the Client shall be entitled to cancel all or any part of any order of the Client which remains unfuffilled and all amounts owing to TWW shall, whether or not due for payment, become immediately payable if: (a) any money payable to TWW becomes overdue, or in TWW's opinion the Client while the unable to make a payment when it falls due; the Client has exceeded any applicable credit limit provided by TWW; the Client has exceeded any applicable credit limit provided by TWW; the Client has exceeded any applicable credit limit provided by TWW; the Client has exceeded any applicable credit limit provided by TWW; the Client has exceeded any applicable credit limit provided by TWW; the Client has exceeded 24.3 17.11 **15.** 15.1 15.2 24 4 Unpaid Seller's Rights Where the Client has left any item with TWW for repair, modification, exchange or for TWW to perform any other service in relation to the item and TWW has not received or been tendered the whole of any monies owing to it by the Client, TWW shall have, until all monies owing to TWW are paid: (a) a lie no the lipim: and and wnether or not arising Client or any other persons. to troy the client, TWW shall have, until all monies owing to TWW are paid: (a) a lien on the item; and (b) the injury to the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. The lien of TWW shall continue despite the commencement of proceedings, or judgment for any monies owing to TWW having been obtained against the Client. Title to Equipment Title to Equipment The Equipment is and will at all times remain the absolute property of TWW. If the Client fails to return the Equipment to TWW then TWW or TWW's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused. The Client is not authorised to pledge TWW's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs. 15.3 18.2 Building and Construction Industry Security of Payments Act 1999 At TWW's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply. Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted but the Act where applicable 15.4 Client's Responsibilities Service of Notices Any 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, in prescription of the other party as stated in this contract. the requirements to safeguard the Equipment by giving such notification: maintain the Equipment as is required by TWW (including, but not limited to, maintaining water, oil and fluid levels and tyre pressures): operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by TWW or posted on the Equipment; ensure that. (i) all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed to operate the Equipment and shall provide evidence of the same to TWW upon request; (ii) the operator of any Equipment is not under the influence of alcohol or any drug that may impair their ability to operate the Equipment; (iii) all reasonable care is taken by the driver in handling and/or person is appointed in respect of the Client or any asset of the Client. Cancellation Without prejudice to any other remedies TWW may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions TWW may suspend or terminate the supply of Goods/Equipment to the Client. TWW will not be liable to the Client or any loss or damage the Client suffers because TWW has exercised its rights under this clause. TWW may cancel any contract to which these terms and conditions apply or cancel. Delivery of Goods/Equipment at any time before the Goods/Equipment are delivered by giving written notice to the Client on giving such notice TWW shall repay to the Client any money paid by the Client for the Goods/Equipment. TWW shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Client cancels Delivery of Goods/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by TWW as a direct result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for Goods/Equipment 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. (d) Contract; by sending it by registered post to the address of the other party as stated in this Contract. 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 (c) intransission; (e) if sent by email to the other party's last known email address. 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 delivered. 16.2 Equipment; all reasonable care is taken by the driver in handling and/or parking the Equipment and that the Equipment is left locked and/or securely stored when not in use; vitil all work health and safety laws relating to the Equipment Trusts if the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Trust with may have notice of the Trust, the Client covenants with TWW as follows: and/or securely stored when not in use; comply with all work health and safety laws relating to the Equipment and its operation; on termination of the hire, deliver the Equipment complete with all parts and accessories, clean and in good order as delivered, fair wear and tear accepted, to TVMV; keep the Equipment in their own possession and control and shall not assign the benefit of the hire Control to the entitled to lien over the Equipment. may have notice of the Trust, the Client covenants with TWW as s: the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund; the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity; the Client will not without consent, cause, permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Client as trustee of the Trust; (ii) any advancement or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; (iv) any resettlement of the trust property. 16.4 (g) specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed. Privacy Policy All emails, documents, images or other recorded information held or used by YWW is Personal Information, as defined and referred to in clause 17.3, and therefore considered Confidential Information. TWW acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable 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"). TWW acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by TWW that may result in serious harm to the Client, TWW will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and respect of Cookies where the Client tailises TWWs website to make enquiries. TWW agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information contact are available to TWW when TWW sends an email to the Client, so TWW may collect and review that information ("collectively Personal Information"). If the Client agrees for TWW to obtain from a credit reporting body (CRB) a credit report containing personal credit information about the Client with those credit provided by TWW. The Client agrees that TWW may exchange information about the Client with those credit provided by TWW. The Client agrees that TWW may exchange information about the Client with those credit provided by TWW. The Client agrees that TWW may exchange information about the quipment, nploy the Equipment solely in its own work and shall not permit the quipment or any part thereof to be used by any other party for any (i) other work; indemnify and hold harmless TWW in respect of all claims arising out of the Client's use of the Equipment. of the Client's use of the Equipment. lient shall not: alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner inteferre with the Equipment; not exceed the recommended or legal load and capacity limits of the (b) General 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 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. These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the Raymond Terrace Courts in that state. These terms prevail over all terms and conditions of the Client (even if they form part of the Client's purchase order). (c) 17.2 purchase order). Subject to clause 13, TWW 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 TWW of these terms and conditions (alternatively TWWs; liability shall be limited to damages which under no circumstances shall exceed the Price of the lost hire fees TWW would have otherwise been entitled to for the Equipment, under this, or any other hire contract; costs incurred by TWW in picking up and returning the Equipment to TWW's premises if the Client does not return the Equipment to TWW's premises or any pre-agreed pickup location when it was originally agreed that the Client would do so: damages which under 'no circumstances shall exceed the Price of the Goods). TWW may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent. The Client cannot licence or assign without the written approval of TWW. TWW may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority of tww. The Client agrees that TWW may amend their general terms and conditions for subsequent future contracts with the Client by discosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as 17.3 so, insurance excess payable in relation to a claim made by either the Client or TWW in relation to any damage caused by, or to, the hire Equipment whilst the same is hired by the Client and irrespective of whether charged by the Client's insurers or TWWs. 17.4 to assess an application by the Client; and/or to notify other credit providers of a default by the Client; and/or