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1. Privacy Act 1988

1.1 The Customer and/or the Guarantor/s (herein referred to as the Customer) agree for the Seller to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by the Seller.

1.2 The Customer agrees that the Seller may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:

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

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

(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or

(d) to assess the creditworthiness of the Customer.

The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

1.3 The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

1.4 The Customer agrees that personal credit information provided may be used and retained by the Seller for the following purposes (and for other purposes as shall be agreed between the Customer and Seller or required by law from time to time):

(a) the provision of Goods; and/or

(b) the marketing of Goods by the Seller, its agents or distributors; and/or

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

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

(e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.

1.5 The Seller may give information about the Customer to a credit reporting agency for the following purposes:

(a) to obtain a consumer credit report about the Customer;

(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

1.6 The information given to the credit reporting agency may include:

(a) personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number;

(b) details concerning the Customer's application for credit or commercial credit and the amount requested;

(c) advice that the Seller is a current credit provider to the Customer;

(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 Customer'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 the Seller, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customers credit obligations);

(g) advice that cheques drawn by the Customer for one hundred dollars ($100) or more, have been dishonoured more than once;

(h) that credit provided to the Customer by the Seller has been paid or otherwise discharged.

2. General

2.1 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.

2.2 If any provisions of these terms and conditions are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.

2.3 These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts of Victoria.

2.4 The Seller shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions.

2.5 In the event of any breach of this contract by the Seller the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

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

2.7 The Customer agrees that the Seller may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Customer of such change. Except where the Seller supplies further Goods to the Customer and the Customer accepts such Goods, the Customer shall be under no obligation to accept such changes.

2.8 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.

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