



# CREDIT ACCOUNT APPLICATION

Please complete all sections and read the Terms and Conditions of Trade overleaf.

**14  
DAYS  
EOM**

LEGAL NAME: .....

TRADING NAME (Registered Business Name): .....

TRUSTEE AND TRUST NAME (If a Trust): .....

ABN: ..... QBCC Licence No: .....

Main Phone No: ..... Fax No: .....

Postal Address: ..... Street Address: .....

.....

State: ..... Postcode: ..... State: ..... Postcode: .....

Requested Credit Limit: ..... Date Business Commenced: .....

Contact - Orders: ..... Contact - Accounts: .....

Phone: ..... Phone: .....

Email (Orders): .....

Email (Accounts): .....

**DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company)**

1. Full Name: ..... 2. Full Name: .....

Home Address: ..... Home Address: .....

.....

Date of Birth: ..... Date of Birth: .....

Home Phone: ..... Home Phone: .....

Driver's Licence No: ..... Driver's Licence No: .....

3. Full Name: ..... 4. Full Name: .....

Home Address: ..... Home Address: .....

.....

Date of Birth: ..... Date of Birth: .....

Home Phone: ..... Home Phone: .....

Driver's Licence No: ..... Driver's Licence No: .....

**TRADE REFERENCES**

Business Name 1: ..... Business Name 2: .....

Contact Person: ..... Contact Person: .....

Phone: ..... Phone: .....

Email: ..... Email: .....

# CREDIT ACCOUNT APPLICATION continued

I/We certify that the above information is true and correct and that I/We am/are authorised to make this application for credit. I/We authorise the use of my/our personal information as detailed in the Privacy Act clause overleaf. I/We have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf) of Ahrens Enterprises Pty Ltd (trading as Beenleigh Interior Linings) 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.

**Application MUST be signed by: Sole Trader – an Individual; Partnership - All of the Partners; Companies, All of the Directors.**

1. SIGNED: ..... 2. SIGNED: .....

Name: ..... Name: .....

Position: ..... Position: .....

Date: ..... Date: .....

3. SIGNED: ..... 4. SIGNED: .....

Name: ..... Name: .....

Position: ..... Position: .....

Date: ..... Date: .....

**Please return the (original) completed credit application to:**

**Beenleigh Interior Linings**  
PO Box 1116, Beenleigh QLD 4207  
21 Old Pacific Highway QLD 4207

*For your application to be processed, please ensure that the following pages have been properly completed:*

- ✓ Page 1 completed in full
- ✓ Page 2 signed by the proper person(s)
- ✓ Page 3 and 4 (personal guarantee) executed

# Personal Guarantee and Indemnity Agreement

**WARNING: THIS IS AN IMPORTANT DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.**

**IMPORTANT:** As part of your application for credit, this Personal Guarantee and Indemnity Agreement must be completed and signed by **all** Directors, Sole Traders and Business Partners in the presence of **Independent Witnesses (not Spouses/Partners or Family Members)**. Spouses/Partners of all Directors, Sole Traders and Business Partners must sign as Guarantors in the presence of Independent witnesses where there is joint ownership of personal assets.

IN CONSIDERATION of Ahrens Enterprises Pty Ltd t/as Beenleigh Interior Linings and its successors and assigns ("the Supplier") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to:

\_\_\_\_\_ ("the Customer")  
\* Insert Company/Partnership/Sole Trader Name

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

- GUARANTEE** the due and punctual payment to the Supplier of all moneys which are now owing to the Supplier by the Customer and all further sums of money from time to time owing to the Supplier by the Customer in respect of goods and services supplied or to be supplied by the Supplier to the Customer or any other liability of the Customer to the Supplier, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Supplier. If for any reason the Customer does not pay any amount owing to the Supplier the Guarantor will immediately on demand pay the relevant amount to the Supplier.
- HOLD HARMLESS AND INDEMNIFY** the Supplier on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees (as defined hereunder in paragraph (b) hereof)) incurred by or assessed against the Supplier in connection with:
  - the supply of goods and/or services to the Customer; or
  - the recovery of moneys owing to the Supplier by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Supplier's nominees' costs of collection and legal costs calculated on a solicitor and own client basis; or
  - moneys paid by the Supplier with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Supplier, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Supplier to the Customer.

**I/WE FURTHER ACKNOWLEDGE AND AGREE THAT**

- 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 the Supplier by the Customer 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 the Supplier's part (whether in respect of the Customer 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 Customer's obligations to the Supplier, each Guarantor shall be a principal debtor and liable to the Supplier accordingly.
- If any payment received or recovered by the Supplier is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Supplier shall each be restored to the position in which they would have been had no such payment been made.
- This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
- 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 had the opportunity of taking or obtaining 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 Customer to the Supplier.
- I/we irrevocably authorise the Supplier to obtain from any person or company any information which the Supplier may require for credit reference purposes. I/We further irrevocably authorise the Supplier 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 the Supplier as a result of this Guarantee and Indemnity being actioned by the Supplier.
- The above information is to be used by the Supplier for all purposes in connection with the Supplier considering this Guarantee and Indemnity and the subsequent enforcement of the same.

**GUARANTOR-1**

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**SIGNATURE** of GUARANTOR: \_\_\_\_\_

**FULL NAME** of GUARANTOR: \_\_\_\_\_

**RESIDENTIAL ADDRESS:** \_\_\_\_\_

**SIGNATURE** of INDEPENDENT WITNESS: \_\_\_\_\_

**FULL NAME** of WITNESS: \_\_\_\_\_

**RESIDENTIAL ADDRESS:** \_\_\_\_\_

**GUARANTOR-2**

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**SIGNATURE** of GUARANTOR: \_\_\_\_\_

**FULL NAME** of GUARANTOR: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_

**SIGNATURE** of INDEPENDENT WITNESS: \_\_\_\_\_

**FULL NAME** of WITNESS: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_

**GUARANTOR-3**

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**SIGNATURE** of GUARANTOR: \_\_\_\_\_

**FULL NAME** of GUARANTOR: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_

**SIGNATURE** of INDEPENDENT WITNESS: \_\_\_\_\_

**FULL NAME** of WITNESS: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_

**GUARANTOR-4**

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**SIGNATURE** of GUARANTOR: \_\_\_\_\_

**FULL NAME** of GUARANTOR: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_

**SIGNATURE** of INDEPENDENT WITNESS: \_\_\_\_\_

**FULL NAME** of WITNESS: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_

# Ahrens Enterprises Pty Ltd – Terms and Conditions of Commercial Contract

## 1. Definitions

- 1.1 "Supplier" shall mean Ahrens Enterprises Pty Ltd T/A Beenleigh Interior Linings its successors and assigns or any person acting on behalf of and with the authority of Ahrens Enterprises Pty Ltd T/A Beenleigh Interior Linings.
- 1.2 "Customer" shall mean the Customer or any person acting on behalf of and with the written authority of the Customer.
- 1.3 "Work" shall mean all Works (including the supply of Materials) undertaken by the Supplier and described in this contract and includes any advice or recommendations.
- 1.4 "Materials" shall mean Materials required to complete the Works.
- 1.5 "Prime Cost Item" shall mean an item that either has not been selected, or whose Price is not known, at the time this contract is entered into and for the cost of supply and delivery of which the Supplier must make a reasonable allowance in the contract.
- 1.6 "Provisional Sum" shall mean an estimate of the cost of carrying out particular Works under this contract for which the Supplier, after making all reasonable inquiries, cannot give a definite Price at the time this contract is entered into.
- 1.7 "Price" shall mean the Price of the Works as agreed between the Supplier and the Customer.

## 2. Acceptance

- 2.1 Any instructions received by the Supplier from the Customer for the supply of Works and/or the Customer's acceptance of Works undertaken by the Supplier shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Customer, the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the Supplier.
- 2.4 None of the Supplier's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Supplier in writing nor is the Supplier bound by any such unauthorised statements.

## 3. Variations

- 3.1 In the event that the Customer requests a variation, the Supplier will give the Customer a written variation document detailing the Work, the Price, the estimated time to undertake the variation, and the likely delay, if any and require written acceptance of the variation before commencing Work on the variation.
- 3.2 In the event that the Supplier requests a variation, the Supplier will state the reason for the variation in writing and require written acceptance by the Customer of the variation before commencing Work on the variation.
- 3.3 In the event of unforeseeable problems with the site which are only revealed when undertaking the Works the Supplier may carry out any Work needed to fix any such problem if the Supplier considers it necessary for satisfactory and safe completion of the Works. Any additional Work necessary due to an unforeseen problems is to be treated as a variation. However if a Price is not agreed upon then the Customer will be charged at the Supplier's actual cost plus twenty (20%) percent for the Works.

## 4. Price and Payment

- 4.1 At the Supplier's sole discretion the Price shall be either;
  - (a) as indicated on invoices provided by the Supplier to the Customer in respect of Works supplied; or
  - (b) the Supplier's quoted Price (subject to clause 4.2) which shall be binding upon the Supplier provided that the Customer shall accept the Supplier's quotation in writing within thirty (30) days.
- 4.2 The Supplier reserves the right to change the Price in the event of a variation to the Supplier's quotation.
- 4.3 Time for payment for the Works shall be of the essence and will be stated on the invoice. If no time is stated, then payment shall be due seven (7) days following the date of the invoice.
- 4.4 The Supplier may submit a detailed payment claim at intervals not less than one month for work performed up to the end of each month. The value of work so performed shall include the reasonable value of authorised variations, whether or not the value of such variations has been finally agreed between the parties, and the value of Materials delivered to the site but not installed.
- 4.5 At the Supplier's sole discretion;
  - (a) payment shall be due on delivery of the Works, or
  - (b) payment shall be due before delivery of the Works, or
  - (c) payment for approved Customers shall be made by instalments in accordance with the Supplier's payment schedule; or
  - (d) payment for approved Customer's shall be due fourteen (14) days following the end of the month in which a statement is posted to the Customer's address or address for notices.
- 4.6 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by credit card (plus a surcharge of up to 2.2% of the Price), or by any other method as agreed to between the Customer and the Supplier.
- 4.7 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in the building contract schedule.

## 5. Delivery of Works

- 5.1 Subject to clause 5.2 it is the Supplier's responsibility to ensure that the Works start as soon as it is reasonably possible.
- 5.2 The Works commencement date will be put back and the building period extended by whatever time is reasonable in the event that the Supplier claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond the Supplier's control, including but not limited to any failure by the Customer to:
  - (a) make a selection; or
  - (b) have the site ready for installation; or
  - (c) notify the Supplier that the site is ready.
- 5.3 Delivery of the Works to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.
- 5.4 The Works shall be deemed to be practically completed when subject to clauses 6.1 & 6.2 the Works carried out under this contract have been completed without any omissions or defects in accordance with the plans and specifications set out in this contract.
- 5.5 The failure of the Supplier to deliver shall not entitle either party to treat this contract as repudiated.
- 5.6 The Supplier shall not be liable for any loss or damage whatever due to failure by the Supplier to deliver the Works (or any of them) promptly or at all.

## 6. Omissions or Defects

- 6.1 In addition to clause 5.2 practical completion also takes place when, in the event of a minor omission or defect the Supplier gives the Customer a defects document that:
  - (a) lists the minor defects and minor omissions that both the Supplier and Customer agree exist; and
  - (b) states by when the Supplier is to correct the listed defects and omissions; and
  - (c) lists the minor defects and omissions the Customer claims exist, but that are not agreed by the Supplier to exist; and
  - (d) is signed by the Supplier.
- 6.2 The Supplier shall be entitled to make a claim for any completion payment so long as the Supplier has made all reasonable efforts to have the Customer sign the defects document to acknowledge its contents.

## 7. Customer's Responsibility

- 7.1 It is the intention of the Supplier and agreed by the Customer that;
  - (a) any building/construction sites will comply with all Queensland occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation; and
  - (b) the Supplier is not responsible for the removal of rubbish from or clean up of the building/construction site/s. This is the responsibility of the Customer or the Customer's agent.

## 8. Risk

- 8.1 If the Supplier retains ownership of the Materials nonetheless, all risk for the Materials passes to the Customer on completion.

## 9. Surplus Materials

- 9.1 Unless otherwise stated elsewhere in this contract;
  - (a) only suitable new Materials will be used;
  - (b) demolished Materials remain the Customer's property; and
  - (c) Materials which the Supplier brings to the site which are surplus remain the property of the Supplier.

## 10. Title

- 10.1 It is the intention of the Supplier and agreed by the Customer that ownership of Materials shall not pass until:
  - (a) the Customer has paid all amounts owing for the particular Materials, and
  - (b) the Customer has met all other obligations due by the Customer to the Supplier in respect of all contracts between the Supplier and the Customer.
- 10.2 Receipt by the Supplier 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 and until then the Supplier's ownership or rights in respect of Materials shall continue.
- 10.3 It is further agreed that:
  - (a) where practicable the Materials shall be kept separate and identifiable until the Supplier shall have received payment and all other obligations of the Customer are met; and
  - (b) until such time as ownership of the Materials shall pass from the Supplier to the Customer the Supplier may give notice in writing to the Customer to return the Materials or any of them to the Supplier. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Materials shall cease; and
  - (c) the Supplier shall have the right of stopping the Materials in transit whether or not delivery has been made; and
  - (d) if the Customer fails to return the Materials to the Supplier then the Supplier or the Supplier's agent may enter upon and into land and premises owned, occupied or used by the Customer,

## Ahrens Enterprises Pty Ltd – Terms and Conditions of Commercial Contract

or any premises as the invitee of the *Customer*, where the *Materials* are situated and take possession of the *Materials*.

### 11. Warranty

11.1 To the extent required by statute the *Supplier* warrants that:

- (a) the *Works* shall be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract schedule;
- (b) all *Materials* supplied be good and, having regard to the relevant criteria, suitable for the purpose for which they are used and that, unless otherwise stated in this contract, those *Materials* will be new;
- (c) the *Works* will be carried out in accordance with all relevant laws and legal requirements (including, but not limited to, the Building Act 1975);
- (d) the *Works* will be carried out in an appropriate and skilful way, with reasonable skill and care;
- (e) the *Works* will be carried out in accordance with the plans and the specifications to this contract;
- (f) if the *Works* consists of the construction of a detached dwelling or are intended to renovate, alter, extend, improve or repair a home to a stage suitable for occupation, that the detached dwelling or home will be suitable for occupation when the *Works* are finished; and
- (g) if the contract states the particular purpose for which the *Works* are required, or the result which the *Customer* wishes the *Works* to achieve (so as to show that the *Customer* relies on the *Supplier's* skill and judgement) then the *Works* and any *Materials* will be reasonably fit for that purpose or will be of such a nature and quality that they might reasonably be expected to achieve that result.

11.2 Clause 11.1(b) does not apply if the *Supplier* is subject to the direction of the *Customer's* architect for the supply of *Materials*, or the *Customer* is responsible for nominating the *Materials* and either:

- (a) there are no reasonable grounds for not using the *Materials*, or
- (b) there are reasonable grounds for not using the *Materials* and the *Supplier* advises the *Customer* as such in writing and the *Customer* still insists on the *Materials* being used.

11.3 For *Material* not manufactured by the *Supplier* the warranty shall be the current warranty provided by the manufacturer of the *Material*. The *Supplier* shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturers' warranty.

### 12. The Commonwealth Trade Practices Act 1974, Building Act 1975, and Fair Trading Acts

12.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974, Building Act 1975, or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

### 13. Intellectual Property

13.1 Where the *Supplier* has designed, drawn or written plans or a schedule of *Works* for the *Customer*, then the copyright in those plans, schedules, designs and drawings shall remain vested in the *Supplier*, and shall only be used by the *Customer* at the *Supplier's* discretion.

13.2 The *Customer* warrants that all designs or instructions to the *Supplier* will not cause the *Supplier* to infringe any patent, registered design or trademark in the execution of the *Customer's* order.

### 14. Personal Property Securities Act 2009 ("PPSA")

14.1 In this clause:

- (a) financing statement has the meaning given to it by the PPSA;
- (b) financing change statement has the meaning given to it by the PPSA;
- (c) security agreement means the security agreement under the PPSA created between the *Customer* and the *Supplier* by these terms and conditions; and
- (d) security interest has the meaning given to it by the PPSA.

14.2 The *Customer* acknowledges and agrees that these terms and conditions:

- (a) constitute a security agreement for the purposes of the PPSA; and
- (b) create a security interest in any product that has been supplied to the *Customer*.

14.3 The *Customer* 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 the *Supplier* 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 14.3(a)i or 14.3(a)ii;
- (b) indemnify, and upon demand reimburse, the *Supplier* 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 asset charged thereby;

- (c) not register a financing change statement in respect of a security interest without the prior written consent of the *Supplier*;

14.4 The *Supplier* and the *Customer* agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

14.5 The *Customer* hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

14.6 The *Customer* waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

14.7 Unless otherwise agreed to in writing by the *Supplier*, the *Customer* waives its right to receive a verification statement in accordance with section 157 of the PPSA.

14.8 The *Customer* shall unconditionally ratify any actions taken by the *Supplier* under clauses 14.3 to 14.5.

14.9 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 the PPSA.

### 15. Default & Consequences of Default

15.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement.

15.2 If the *Customer* defaults in payment of any invoice when due, the *Customer* shall indemnify the *Supplier* from and against all costs and disbursements incurred by the *Supplier* in pursuing the debt including legal costs on a solicitor and own client basis and the *Supplier's* collection agency costs.

15.3 Without prejudice to any other remedies the *Supplier* may have, if at any time the *Customer* is in breach of any obligation (including those relating to payment) the *Supplier* may suspend or terminate the supply of *Works* to the *Customer* under the Building and Construction Industry Security of Payments Act 2002. The *Supplier* will not be liable to the *Customer* for any loss or damage the *Customer* suffers because the *Supplier* exercised its rights under this clause.

15.4 If any account remains overdue after thirty (30) days, then an amount of the greater of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which sum shall become immediately due and payable.

15.5 Without prejudice to the *Supplier's* other remedies at law the *Supplier* shall be entitled to cancel all or any part of any order of the *Customer* which remains unperformed and all amounts owing to the *Supplier* shall, whether or not due for payment, become immediately payable in the event that:

- (a) any money payable to the *Supplier* becomes overdue, or in the *Supplier's* opinion the *Customer* will be unable to meet its payments as they fall due; or
- (b) the *Customer* becomes insolvent, convenes a meeting with its creditors, proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the *Customer* or any asset of the *Customer*.

### 16. Cancellation

16.1 The *Customer* may cancel this contract if the *Customer* gives the *Supplier* a signed notice stating that the *Customer* is ending the contract under this clause and giving the details of why the contract is being ended.

16.2 If a contract is ended under this clause, the *Supplier* is entitled to a reasonable *Price* for the *Work* carried out under the contract to the date the contract is ended.

### 17. Privacy Disclosure and Consent

17.1 The *Customer* agrees for the *Supplier* to obtain from a credit reporting agency a credit report containing personal credit information about the *Customer* in relation to credit provided by the *Supplier*.

17.2 The *Customer* agrees that the *Supplier* 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 *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 credit worthiness of *Customer*.

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

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

## Ahrens Enterprises Pty Ltd – Terms and Conditions of Commercial Contract

- (a) provision of *Works*; and/or
- (b) marketing of *Works* by the *Supplier*, its agents or distributors in relation to the *Works*; and/or
- (c) analysing, verifying and/or checking the *Customer's* credit, payment and/or status in relation to provision of *Works*; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by *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 *Works*.

17.5 The *Supplier* 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*; and/or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the *Customer*.

### 18. Security and Charge

18.1 Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:

- (a) where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
- (b) should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) the Buyer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Buyer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 18.1.

### 19. General

- 19.1 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.
- 19.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.
- 19.3 The *Supplier* shall be under no liability whatever to the *Customer* for any indirect loss and/or expense (including loss of profit) suffered by the *Customer* arising out of a breach by the *Supplier* of these terms and conditions.
- 19.4 In the event of any breach of this contract by the *Supplier* the remedies of the *Customer* shall be limited to damages. Under no circumstances shall the liability of the *Supplier* exceed the *Price* of the *Works*.
- 19.5 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 *Supplier*.
- 19.6 The *Supplier* may license or sub-contract all or any part of its rights and obligations without the *Customer's* consent.
- 19.7 The *Supplier* reserves the right to 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 *Supplier* notifies the *Customer* of such change.
- 19.8 Neither party shall be liable for any default due to any act of God, war, terrorism, fire, flood, drought, storm or other event beyond the reasonable control of either party.