

TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms and Conditions:

“Contractor” means The Trustee for the K & R Morgan Family Trust t/as Integral Electrics Qld ABN 97 623 315 386, along with its successors or employees and assigns and any person acting on behalf of it.

“Customer” means the customer, client or site contact specified on the Quote or Invoice (or if there is no Quote or Invoice, the person placing the order for Works, or on whose behalf the order is placed, with the Contractor);

“Agreement” means the agreement between the Contractor and the Customer comprising of these Terms and Conditions together with any Invoice or Quote.

“ACL” means the Australian Consumer Law at Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

“BIF Act” means the *Building and Industry Fairness (Security of Payment) Act 2017* (Qld).

“Consequential Loss” means any loss or damage suffered by a party or any other person which is indirect or consequential, or which relates to loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or credit, loss of business reputation, future reputation or publicity, loss of use, loss of interest, damage to credit rating, or loss or denial of opportunity;

“Completion Date” means the date agreed between the Parties in writing for the Works to be delivered and/or installed by the Contractor to the Customer at the Site.

“Defect” means a defect, flaw or imperfection in the Works which in the sole opinion of the Contractor, prevents the Works from being used for the purposes intended for such Works or which makes the use of the Works dangerous, but does not include anything which has been disclosed by the Contractor as a feature or limitation of the Works, or any defect, flaw or any imperfection that is trivial or insubstantial;

“Site” means the place where the Contractor's Works will be carried out;

“Parties” means the Contractor and the Customer;

“Party” means either the Contractor or the Customer;

“Price” means the price payable for the Works agreed between the Contractor and the Customer, in accordance with clause 6 of these Terms and Conditions;

“Works” means any services rendered, products delivered or work performed by the Contractor from time to time under this Agreement;

“GST” means any Works and services tax and any replacement or similar tax;

“GST Law” means *A New Tax System (Works and Services Tax) Act 1999* (Cth);

“Invoice” means the invoice issued by the Contractor to the Customer setting out the amount to

be paid by the Customer for the Works purchased under this Agreement;

“Quote” means the quote issued to the Customer by the Contractor setting out the scope of work and estimated Price for the Works purchased as specified in clause 3 of these Terms and Conditions.

“PPSA” means the *Personal Property Securities Act 2009* (Cth)

“Variation Notice” means a notice issued by the Contractor to the Customer in accordance with clause 4 of these Terms and Conditions.

2. GENERAL

- (a) To the maximum extent permitted by law and subject to clause 2(c), this Agreement:
- i. supersedes and excludes all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the Works including, but not limited to, those relating to the performance of the Works or the results that ought to be expected from using the Works; and
 - ii. overrides any documents exchanged between the parties. For the avoidance of doubt, this clause 2(a) does not apply to the Quote or the Invoice.
- (b) Subject to clause 2(c), unless the Contractor otherwise agrees in writing, this Agreement is the only agreement which shall apply to all Works supplied by the Contractor to the Customer.
- (c) If there is an inconsistency between these Terms and Conditions and the Invoice or the Quote, the following order of precedence is to be applied to resolve any inconsistency:
- i. the Invoice;
 - ii. the Quote;
 - iii. these Terms and Conditions.

3. QUOTES

3.1 Contractor Supply Quote

- (a) The Contractor may give the Customer a quote specifying the Works required to be done in order to fulfil the Customer's instructions and an estimate of the Contractor's charge for the performance of such Works.
- (b) The Quote covers the scope of work specified therein and does not cover unforeseen Works or alterations required in addition to the Works quoted.
- (c) The Quote does not cover Works or materials required as a result of latent conditions or such other Works that may be required due to latent conditions or opening up of part of the Works.

3.2 Acceptance by the Customer

- (a) Where the Contractor has given the Customer a Quote:
- i. the Customer acknowledges that the Contractor is under no obligation to commence the Works until the Customer has signed the Quote and/or these Terms and Conditions; and

- ii. the Customer is taken to have accepted this Agreement where the Customer signs the Quote and/or these Terms and Conditions and/or accepts the Quote and/or these Terms and Conditions in writing in any form, for example, by email or text message.

- (b) Quotes are valid for thirty (30) days only, unless specified otherwise or an extension has been authorised by the Contractor in writing.
- (c) The Customer warrants that it has not relied upon any representation by the Contractor other than as specified in the Quote.

4. VARIATIONS

- (a) The Contractor reserves the right to vary the Quote at any time and/or to vary the Price at any time and/or to vary the Completion Date at any time, to take into account any of the following:
 - i. the rise or fall in the cost of the materials required for the Works as quoted;
 - ii. the availability of any of the materials quoted or the time required to complete the Works;
 - iii. latent conditions or obstacles;
 - iv. where the work is more substantial than first envisaged;
 - v. any unforeseeable delays; and/or
 - vi. any additional work the Contractor deems necessary.
- (d) The Works may be varied at any time by the Contractor subject to the details of any proposed variation, change to the Completion Date and any additional payment which might be sought in relation thereto first being provided by the Contractor to the Customer by a Variation Notice.
- (e) Each Variation Notice shall:
 - i. describe the variation;
 - ii. if applicable, set out the Contractor's reasonable estimate of any delay which might result from the variation and a new Completion Date;
 - iii. state the change to the Price as a result of the variation;
 - iv. state when any increase in the Price is to be paid or in the event that the variation results in a decrease to the Price, when the decrease to the Price is to be accounted for.
- (f) The Customer must sign the Variation Notice within seven business days of receiving it.
- (g) The Contractor is not obliged to commence the Works until such a time as the Customer accepts the variation.
- (h) If the Works have already commenced, the Contractor reserves the right to suspend Works until the Customer agrees to the variation in writing.
- (i) For the avoidance of any doubt, Customer authorisation or consent is not a precondition to the Contractor's right granted by clause 4(a).
- (j) The Customer agrees to indemnify the Contractor from any delays, costs and expenses due to a variation and the Customer agrees not to make any claim against the Contractor for

any damages or delay costs or as a result of a variation.

5. ADVICE

- (a) Except for any guarantees, rights or remedies which cannot be excluded or modified under any law including the ACL, the Customer hereby acknowledges that the Customer has not relied on any service involving skill or judgment, or on any advice, recommendation, information or assistance provided by the Contractor in relation to the Works.

6. PRICE AND PAYMENT

- (a) At the Contractor's sole discretion, the Price shall be as indicated on:
 - i. the Quote (as varied pursuant to clause 4) provided by the Contractor to the Customer; or
 - ii. the Invoice provided by the Contractor to the Customer.
- (b) Payment may be made by direct deposit (to the nominated bank account detailed on the Invoice) or cheque (to the address detailed on the Invoice) or by any other method as agreed to between the Customer and the Contractor.
- (c) If there is a difference between the amounts specified in the Quote and the Invoice, the amounts specified in the Invoice shall at all times take precedence and prevail.
- (d) Where the Contractor requires the Customer pay a deposit of the Price:
 - i. the amount of the deposit of the Price that the Customer is to pay the Contractor will be as indicated on the Quote;
 - ii. the Customer is to pay the Contractor the deposit by the method directed at clause 6(b);
 - iii. where applicable, the Customer is to provide the Contractor with a remittance advice confirming payment of the deposit; and
 - iv. the Customer acknowledges that the Contractor is under no obligation to undertake the Works until the deposit is received by the Contractor in full.

6.1 Time for payment

- (a) The Price will be due and payable by the Customer to the Contractor on the date indicated on the Quote or the Invoice or as otherwise directed in writing by the Contractor to the Customer.

6.2 Set-off

- (a) All payments required to be made by the Customer under this Agreement will be made free of any set-off, or counterclaim and without deduction or withholding. Any amount due to the Contractor from time to time may be deducted from any monies which may be or may become payable to the Customer by the Contractor.

6.3 GST

- (a) Unless otherwise stated, the Price does not include GST. In addition to the Price, the Customer must pay to the Contractor an amount equal to any GST the Contractor must pay for any supply by the Contractor under this or any other agreement for the sale of the Works. The

Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer 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.

6.4 Interest

- (a) The Contractor reserves the right to charge the Customer interest at a rate of 10% per annum on any outstanding amount/s from the due date of payment until the date of full payment.

6.5 Damages

- (a) The Customer must pay to the Contractor any Consequential Loss incurred by the Contractor as a result of the Customer's failure to pay to the Contractor all sums outstanding as owed by the Customer to the Contractor including without limiting the generality of the foregoing any debt collection and legal costs incurred (on an indemnity basis) in enforcing payment.

7. DEFAULT

- (a) If:
- i. the Customer defaults on any payments or is unable, or unable to state that the Customer is able, to pay the Customer's debts as and when they fall due;
 - ii. the Customer is an individual and the Customer commits an act of bankruptcy or has a controller or trustee appointed in respect of the Customer's estate or any part of the Customer's property or assets;
 - iii. the Customer is a company and the Customer passes a resolution for the Customer's winding up or entry into liquidation or an application for winding up is filed against the Customer;
 - iv. a receiver, receiver and manager, controller or voluntary administrator is appointed over any part of the Customer's property or assets; or
 - v. the Customer experiences any analogous event having substantially similar effect to any of the events specified above;
- then, subject to the operation of any applicable law, the Contractor may, at the Contractor's sole discretion, terminate this Agreement with immediate effect on written notice, withhold or cancel or suspend or cease to perform any Works with or without notice to the Customer and without prejudice to any other action or remedy which the Contractor have or might otherwise have under this Agreement.
- (a) In such circumstances, all moneys owing and outstanding to the Contractor on any Invoice and irrespective of whether the due date on any Invoice has occurred or passed shall become immediately due and payable and, additionally, the Contractor reserves the right to charge the Customer any and all expenses incurred by the Contractor in order to recover the outstanding monies owed to the Contractor pursuant to clause 7(a), 6.4 and 6.5.
- (b) Notwithstanding clause 7(a), the Contractor may at all times in the Contractor's sole and

unfettered discretion and without being under any duty or obligation to assign reasons to such discretion, alter or terminate the Customer's credit limit or payment terms without notice. Payment term changes will not apply to orders already placed and will be effective on all future orders. Without limiting the generality of the foregoing, the Contractor's decision shall be final and the Contractor accepts no liability or responsibility for any loss (including Consequential Loss), howsoever arising, incurred by the Customer due to the operation of this condition.

8. NO WAIVER

- (a) A power or right is not waived solely because the Party entitled to exercise that power or right does not do so. A single exercise of a power or right will not preclude any other or further exercise of that power or right or of any other power or right. A power or right may only be waived in writing, signed by the Party to be bound by the waiver.

9. TERMINATION

- (a) In the event the Customer cancels the Works or varies the Works after a Quote has been accepted, the Customer shall be liable for any loss or Consequential Loss incurred by the Contractor (including but not limited to, any loss of profits and purchase of materials for the Works or the cost of labour or tooling expended) up to time of cancellation.
- (b) The Contractor may terminate the Works at any time, for convenience and without cause and by giving written notice to the Customer. The Contractor shall not be liable for any loss or damage whatsoever arising from such termination.
- (c) The Contractor may terminate this Agreement, on written notice, if the Customer fails or refuses to agree to a Variation Notice pursuant to clause 4.
- (d) Upon termination of this Agreement, the Contractor shall be entitled to payment for all Works executed as at the date of Termination. The Contractor shall issue an Invoice to the Customer and the Customer shall make payment of the Invoice pursuant to clause 6.
- (e) The clauses in these Terms and Conditions survive termination of the Agreement.

10. WARRANTIES

- (a) To the extent required by statute, subject to the conditions of warranty as may be set out in the ACL, the Contractor warrants that if a Defect in any of the Works carried out by the Contractor is reported to the Contractor within 3 months of the Date of Completion, then the Contractor will either replace or remedy the Works subject to this Agreement.
- (b) This warranty will not be applicable in any of the following:
- i. Defect or damage caused which may be caused or partly caused by or arising through the failure of the Customer to properly maintain any Works, follow any instructions or guidelines provided by the

- Contractor, use of any Works in any other way than is outlined in the quotation or by the Customer's negligence.
- ii. The Customer continues to use any of the works after any Defect becomes apparent or would have become apparent to a reasonably prudent operator or user.
 - iii. The Works are repaired, altered or overhauled by any person other than the Contractor without the Contractor's express written consent.
 - iv. If the Works fail or the Defect is due to fair wear and tear, any accident, inclement weather or act of God.
 - v. The Customer's breach of any law or third-party rights.
 - vi. The Customer's breach of this Agreement.
 - vii. Any information provided by the Customer that is not accurate, up to date, complete or is misleading or a misrepresentation.
- (c) The Contractor shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.
 - (d) The Contractor may charge the Customer for all reasonable costs incurred including labour, travelling and other out-of-pocket expenses incurred if the fault or Defect is deemed to be outside this warranty.
 - (e) If the Contractor replaces defective goods, ownership in those defective goods transfers wholly and unconditionally to the Contractor.

11. FORCE MAJEURE

- (a) The Contractor is not liable for any failure to perform any of the Contractor's obligations under this Agreement as a result of any event beyond the Contractor's reasonable control including, without limitation, where the Contractor is prevented or hindered from manufacturing, delivering or supplying the Works as a result of any pandemic event, shut downs or lock downs ordered by any authority, shortages of any materials required for the Works, shortages in manpower to complete the Works, strikes, lockouts or other labour difficulty, inability to obtain any necessary materials, products, equipment, facilities or services from usual suppliers on usual terms, power or water shortage, accidents or breakdowns of plant, machinery, software, hardware or communication network. In such circumstances, the Contractor may suspend performance of any obligations under this Agreement while the event continues. The Contractor shall not incur any liability to the Customer in respect of such suspension.
- (b) If any of the above events occur for more than 30 days, the Contractor may, without liability, terminate any affected Works.

12. COMPLETION

- (a) The Contractor will complete the Works by the Completion Date or otherwise directed in writing by the Contractor.
- (b) The Contractor shall endeavour to comply with 12(a) above, but failure to do so shall not confer

- any right of cancellation, termination or refusal of delivery on the Customer's part or render the Contractor liable for any Consequential Loss, loss or damages directly or indirectly sustained by the Customer as a result thereof.
- (c) The Contractor, may in its sole discretion, and without providing any reason, vary the Completion Date upon notice to the Customer.
 - (d) If the Contractor varies the Completion Date, the Customer shall not be entitled to claim additional costs or penalties or damages or Consequential Loss.

13. PRODUCTS AND WORKS

- (a) If any products, materials and/or Works specified within the Quote are unavailable at the time of the Works being carried out, the Contractor in its absolute discretion may substitute a reasonable alternative for the affected products, materials and/or Works.

14. APPROVALS

- (a) The Customer is responsible for applying for and obtaining any approvals, permits or consents required in respect of the installation of the Works at the Site.
- (b) The Customer must apply for these approvals, permits and consents as soon as possible.
- (c) The performance of the Works, and the Customer and Contractor's other obligations under this Agreement, are not dependent on and will not be affected by whether and when the Customer obtains these approvals, permits and consents.

15. SITE ACCESS

- (a) The Customer is to provide the Contractor with a date for access to the Site.
- (b) The Customer shall ensure that the Contractor's access to the Site is clear, clean and uninterrupted from the date of access pursuant to clause 15(a) until the Completion Date and the Contractor is paid in full.
- (c) If the Customer is unable to provide access to the Contractor on the date nominated pursuant to clause 15(a) or the Customer fails to comply with clause 15(b) above, the Customer shall indemnify the Contractor from any loss, additional costs, a call back fee or penalties incurred by the Contractor as a result of the Customer's delay or the delay of a third party to the Works.
- (d) In the event of any delay of the nature referred to in clause 15(a), 15(b) or 15(c), any loss, additional costs or penalties incurred by the Contractor, together with the Contractor's call back fee of \$120.00 plus GST shall be added to the Price and the Contractor may issue an Invoice for such loss, additional costs or penalties and call back fee. Any Invoice issued pursuant to this clause 15 shall be due and payable on the date stated in the Invoice.
- (e) Where applicable, the Customer must advise the Contractor of the exact location of all services above and below the ground at the Site, including but not limited to drains, pipes, sewers, mains and telephone and data cables.

- (f) If the Customer fails to comply with clause 15(e) above, then the Customer shall indemnify the Contractor from any claim for costs, expenses or losses or Consequential Loss.

16. MAINTENANCE

- (a) If the Works are subject to maintenance the Customer is responsible for maintaining the Works in accordance with any maintenance documents for the Works.

17. RISK AND TITLE

- (a) Unless otherwise agreed in writing, all risk of the Works shall pass to the Customer when the Works are commenced at the Site. Legal and equitable title in the Works shall not pass to the Customer until payment in full for all Works, and payment of all other amounts owing to the Contractor under any other contract is made.
- (b) The Contractor's rights under this clause 17 secure:
- i. the Contractor's right to receive the Price of the Works; and
 - ii. all other amounts owing to the Contractor under any other agreement.
- (c) The Contractor may use money received under this Agreement towards paying any part of the value of the Works, and any part of any other amounts owing to the Contractor under any other contract, as the Contractor chooses, including by paying a later instalment before an earlier instalment.
- (d) Until full payment in cleared funds is received by the Contractor for all Works supplied by the Contractor to the Customer, as well as all other amounts owing to the Contractor by the Customer under any other agreement:
- i. Where applicable, the Contractor shall store the Works separately and in such a manner that they are clearly identified as the Contractor's property and ensure that the Works are properly stored, protected, readily identifiable and insured;
 - ii. in addition to any rights the Contractor may have under Chapter 4 of the PPSA, the Contractor shall be entitled at any time until title in and to the Works passes to the Contractor to demand the return of the Works and shall be entitled without notice to the Customer and without liability to the Customer to enter, or cause its agent to enter, any premises occupied by the Customer (or any other premises where the Customer is holding the Works) in order to search for and remove the Works, and for this purpose the Customer irrevocably grants the Contractor the right to enter such premises (including via the Contractor's agent) and also indemnify the Contractor from and against all loss suffered or incurred by the Contractor as a result of exercising the Contractor's rights under this clause. To the extent permitted by law, if there is any inconsistency between the Contractor's rights under this clause 17(d)ii and the Contractor's rights under Chapter 4 of the PPSA, this clause 17(d)ii prevails;

- iii. the Customer acknowledges and warrants that the Contractor has a security interest in the Works and any proceeds of the Works until title passes to the Customer in accordance with this clause 17;
- iv. for the purpose of section 19(2) of the PPSA, the Customer:
 - warrants that it has rights in the Works, or the power to transfer rights in the Works, to the Contractor;
 - acknowledges that the Contractor has given value for its security interest in the Works, including by it providing or continuing to make available the Works to the Customer; and
 - if title in and to the Works has not passed to the Customer in accordance with this clause 17, the Customer's right to sell the Works shall immediately terminate upon the happening of any of the events stipulated in clause 7(a).

18. RELEASE

- (a) Except where legislation which cannot be excluded (such as the ACL) would make this clause 18 unenforceable, or where the inclusion of this clause 18 would otherwise make the Contractor liable to a penalty, the Customer releases the Contractor from any claim that is made against the Contractor for damages or otherwise in respect of any loss, damage, death or injury arising from negligence or otherwise caused directly or indirectly by or arising out of the use or condition of Works sold to the Customer, except to the extent that such loss, damage, death or injury has been caused by the Contractor.

19. GENERAL LIEN

- (a) In addition to any right of lien to which the Contractor may be entitled under the common law, the Contractor shall be entitled to exercise a general lien over all items in its possession belonging to the Customer until the Customer has paid in full for all Works supplied by the Contractor to the Customer in accordance with this Agreement and all other amounts owing to the Contractor under any other agreement. The Contractor may in its sole discretion sell any item that is subject to a lien, provided that the Contractor shall pay to the Customer any surplus proceeds that are realised by the Contractor from a sale of any such items after discharging in full all monies outstanding to the Contractor in respect of unpaid Works, all other amounts owing to the Contractor under any other contract and all reasonable costs of sale incurred by the Contractor.

20. SEVERANCE

- (a) If any provision of this Agreement or its application to any person or circumstance is or becomes invalid, illegal or unenforceable the provision shall, so far as possible, be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down the provision or part of it shall be deemed

to be void and severable and the remaining provisions of this Agreement shall not in any way be affected or impaired.

21. VARIATION AND ASSIGNMENT

- (a) This Agreement may be varied and updated by the Contractor from time to time upon the provision of 7 days' notice to the Customer. When the Customer offers to purchase Works from the Contractor, the Contractor is offering to acquire them on the most up-to-date version of this Agreement as notified to the Customer by the Contractor. The Customer may not assign the Contractor's rights under this Agreement without the Contractor's prior written consent.

22. LICENSE AND SUB-CONTRACT

- (a) The Contractor may license or sub-contract all or any part of its rights and obligations arising under this Agreement without the Customer's consent.

23. GOVERNING LAW

- (a) This Agreement is governed by the law of the State of Queensland.

24. DISPUTE RESOLUTION

- (a) The Customer agrees to co-operate with the Contractor (at the Customer's expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of the Works.
- (b) If a dispute arises between the Parties, then either party shall send to the other party a notice of dispute in writing adequately identifying & providing details of the dispute. Within seven (7) days after service of a notice of dispute, the Parties shall confer at least once, to attempt to resolve the dispute.
- (c) At any such conference each Party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved at the conference or if a conference is not held within 7 days, for any reason, after the service of a notice of dispute, either Party may refer such dispute to a court of competent jurisdiction.

25. SERVICE OF NOTICES

- (a) Any written notice given under this Agreement shall be deemed to have been given and received:
 - i. by handing the notice to the other Party, in person; or
 - ii. by leaving it at the address of the other party as stated in this Agreement; or
 - iii. by sending it by registered post to the address of the other Party as stated in this Agreement; or
 - iv. 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 transmission; or
 - v. if sent by email to the other Party's last known email address, at the time of transmission provided no message is received by the sender to the effect that the relevant email has not been transmitted successfully.

- (b) 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.

26. INSURANCE

- (a) The Contractor will, in its sole discretion, take out and maintain all insurance it considers appropriate in respect of the Works and all other insurances required by law.

27. PRIVACY

- (a) The Customer hereby authorises the Contractor to collect, retain, record, use and disclose consumer and/or commercial information about the Customer, in accordance with the *Privacy Act 1988* (Cth) and subsequent amendments, to persons and/or legal entities who are a solicitor or any other professional consultant engaged by the Contractor, a debt collector, credit reporting agency and/or any other individual or organisation which maintains credit references and/or default listings.
- (b) The Contractor may give information about the Customer to a credit reporting agency for the purposes of obtaining consumer and commercial credit reports and/or lodging consumer and commercial defaults on the Customer's credit file. This information may be given before, during or after the provision of credit to the Customer and will be in accordance with the *Privacy Act 1988* (Cth) and subsequent amendments.

28. ENFORCEMENT OF SECURITY INTEREST

- (a) The Customer agrees that to the extent for the purposes of sections 115(1) and 115(7) of the PPSA, the Contractor does not need to comply with the following provisions of the PPSA:
 - i. section 95 (notice of removal of accession), to the extent that it requires the Contractor to give a notice to the Customer;
 - ii. section 121(4) (enforcement of liquid assets – notice to Grantor);
 - iii. section 125 (obligation to dispose of certain collateral);
 - iv. section 130 (notice of disposal), to the extent that it requires the Contractor to give a notice to the Customer;
 - v. paragraph 132(3)(d) (contents of statement of account after disposal);
 - vi. subsection 132(4) (statement of account if no disposal);
- (b) for the purposes of sections 115(10) and 115(7) of the PPSA the following provisions are excluded
 - i. section 142 (redemption of collateral); and
 - ii. section 143 (reinstatement of security agreement);
- (c) for the purposes of section 115(7) of the PPSA, the Contractor need not comply with sections 132 and 137(3);
- (d) if the PPSA is amended after the date of this Agreement to permit a grantor and a secured party to agree to not comply with or exclude other provisions of the PPSA, the Contractor may notify the Customer that any of these provisions are excluded, or that the Contractor

need not comply with any of these provisions, as notified to the Customer by the Contractor; and

- (e) the Contractor agrees not to exercise the Customer's rights to make any request of the Contractor under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section.

29. NOTICES UNDER THE PPSA

- (a) To the extent permitted by law, the Contractor does not need to give the Customer any notice required by the PPSA (including a notice of a verification statement under section 157 of the PPSA) or any other law before a secured party exercises a right, power or remedy. However, nothing in this clause prohibits the Contractor from giving a notice under the PPSA or any other law.

30. FURTHER ASSURANCES

- (a) The Customer agrees to do anything the Contractor reasonably asks (such as obtaining consents, getting documents completed and signed) to:
- i. ensure that any security interest created under this Agreement is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective; or
 - ii. enable the Contractor to apply for any registration, or give any notification, in connection with the security interest so that the security interest has the priority the Contractor requires (including a registration for whatever collateral class the Contractor thinks fit and the Customer consents to any such registration or notification and agrees not to make an amendment demand); or
 - iii. enable the Contractor to exercise rights in connection with the security interest. All costs and expenses arising as a result of actions taken pursuant to this clause 30 will be for the Customer's account.

31. PPSA REGISTRATION INFORMATION

The Customer agrees to notify the Contractor:

- (a) at least 14 days before the Customer does any of the following:
- i. if the Customer does not have an ACN or ABN, the Customer changes its name;
 - ii. the Customer becomes trustee of a trust with an ABN, or a partner in a partnership with an ABN, other than a trust or partnership referred to in this Agreement; and
- (b) If the Customer has an ACN or ABN (or is the trustee of a trust that has an ABN or is a partner in a partnership that has an ABN), as soon as possible after the Customer becomes aware that the number will change or cease to apply.

32. BIF Act

- (a) For the avoidance of any doubt, the BIF Act forms part of this Agreement if this Agreement is of the type to which the BIF Act applies.

I, (Customer),
acknowledge that I have read, understood and agree to be bound by this Agreement.

Date: