

General Terms and Conditions of Trade

1. Goods

- 1.1 The Goods (including any incidental supply of services) shall be as described on any invoices, quotation, work authorisation, or any other forms which are provided by RJA to the Customer.

2. Price and Payment

- 2.1 The Price shall be as indicated on invoices provided by RJA to the Customer in respect of the Goods supplied.
- 2.2 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation, or any other order forms. If no time is stated then payment will be due seven (7) days following the date of the invoice.
- 2.3 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 any quotation given by RJA.

3. Default & Consequences of Default

- 3.1 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 RJA's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 3.2 If the Customer owes RJA any money the Customer shall indemnify RJA from and against all costs and disbursements incurred by RJA in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, RJA's collection agency costs, and bank dishonour fees).

4. Title

- 4.1 It is the intention of RJA and agreed by the Customer that:
- (a) the ownership of Goods shall not pass until the Customer has paid RJA all amounts owing to RJA; and
- (b) the Customer has met all of its other obligations to RJA; and
- (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for RJA and must pay or deliver the proceeds to RJA on demand.

5. Personal Property Securities Act 2009 ("PPSA")

- 5.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 5.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by RJA to the Customer.
- 5.3 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 RJA 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 5.3(a)(i) or 5.3(a)(ii);
- (b) indemnify, and upon demand reimburse, RJA for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
- (c) not register a financing change statement in respect of a security interest without the prior written consent of RJA;
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of RJA;
- (e) immediately advise RJA of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 5.4 RJA 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.
- 5.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 5.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 5.7 Unless otherwise agreed to in writing by RJA, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 5.8 The Customer must unconditionally ratify any actions taken by RJA under clauses 5.3 to 5.5.

- 5.9 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.

6. Privacy Act 1988

- 6.1 The Customer agrees for RJA to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by RJA.
- 6.2 The Customer agrees that RJA 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 creditworthiness of 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.
- 6.3 The Customer consents to RJA being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 6.4 The Customer agrees that personal credit information provided may be used and retained by RJA for the following purposes and for other purposes as shall be agreed between the Customer and RJA or required by law from time to time:
- (a) provision of Goods; and/or
- (b) marketing of Goods by RJA, its agents or distributors in relation to the Goods; 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 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.
- 6.5 RJA 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.
- 6.6 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 RJA 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 RJA, 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 have been dishonoured more than once;
- (h) that credit provided to the Customer by RJA has been paid or otherwise discharged.

7. Unpaid RJA's Rights

- 7.1 Where the Customer has left any item with RJA for repair, modification, exchange or for RJA to perform any other Works in relation to the item and RJA has not received or been tendered the whole of the Price, or the payment has been dishonoured, RJA shall have:
- (a) a lien on the item;
- (b) the right to retain the item for the Price while RJA is in possession of the item;
- (c) a right to sell the item; and
- (d) the right to retain all or part of the proceeds of the sale of the item in payment of the Price and any interest due to RJA and any costs associated with such sale.
- 7.2 The lien of RJA shall continue despite the commencement of proceedings, or judgement for the Price having been obtained.