

# CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

<b>Business Details:</b> <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:			
Company Name:		ABN No:	
Trading Name:		ACN No:	
Physical Address:		State:	Postcode:
Billing Address:		State:	Postcode:
Email Address:		Phone No:	
Date Business / Company Established ( <i>current owners</i> ):		Fax No:	
Nature of Business:			
Credit Limit Required: \$		Paid Up Capital: \$	Estimated Monthly Purchases: \$
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged ( <i>to whom</i> ):			
<b>Directors / Owners / Trustee</b> ( <i>if more than two, please attach a separate sheet</i> )			
(1) Full Name:		D.O.B.	
Private Address:		State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:	
(2) Full Name:		D.O.B.	
Private Address:		State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:	
<b>Account Terms</b> <input type="checkbox"/> 30 Days following EOM <input type="checkbox"/> COD <input type="checkbox"/> Other:			
Accounts Contact:			Phone No:
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Accounts Email Address:			
Bank and Branch:			Account No:
<b>Trade References</b> ( <i>please provide companies that are willing to do trade references</i> )			
Name	Address	Phone / Fax / Email:	
1.			
2.			
3.			
Email Address:			
Phone No:	Fax No:	Mobile No:	

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Rhyder Group Pty Ltd 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. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.**

SIGNED (CUSTOMER): \_\_\_\_\_ SIGNED (RHYDER GROUP): \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

**WITNESS TO CUSTOMER'S SIGNATURE:**

Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /



## Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Rhyder Group Pty Ltd and its successors and assigns ("Rhyder Group") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

[ ] ("the Customer") [Insert Company Name In Box Provided]

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

- GUARANTEE** the due and punctual payment to Rhyder Group of all monies which are now owing to Rhyder Group by the Customer and all further sums of money from time to time owing to Rhyder Group by the Customer in respect of goods and services supplied or to be supplied by Rhyder Group to the Customer or any other liability of the Customer to Rhyder Group, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with Rhyder Group, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to Rhyder Group the Guarantor will immediately on demand pay the relevant amount to Rhyder Group. In consideration of Rhyder Group agreeing to supply the Goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to Rhyder Group registering any interest so charged. The Guarantor irrevocably appoints Rhyder Group and each director of Rhyder Group as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which Rhyder Group may reasonably require to:
  - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
  - register any other document required to be registered by the PPSA or any other law; or
  - correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY** Rhyder Group on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, Rhyder Group in connection with:
  - the supply of goods and/or services to the Customer; or
  - the recovery of monies owing to Rhyder Group by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to Rhyder Group's nominees contract default fee and legal costs; or
  - monies paid by Rhyder Group with the Customer's consent in settlement of a dispute that arises or results from a dispute between, Rhyder Group, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by Rhyder Group to the Customer.

### I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- I/We have received, read and understood Rhyder Group's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- 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 monies owing to Rhyder Group 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 Rhyder Group'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 Rhyder Group, each Guarantor shall be a principal debtor and liable to Rhyder Group accordingly.
- If any payment received or recovered by Rhyder Group is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Rhyder Group shall each be restored to the position in which they would have been had no such payment been made.
- 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 been advised to obtain 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 Rhyder Group.
- I/we irrevocably authorise Rhyder Group to obtain from any person or company any information which Rhyder Group may require for credit reference purposes. I/We further irrevocably authorise Rhyder Group 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 Rhyder Group as a result of this Guarantee and Indemnity being actioned by Rhyder Group.
- The above information is to be used by Rhyder Group for all purposes in connection with Rhyder Group considering this Guarantee and Indemnity and the subsequent enforcement of the same.

#### GUARANTOR-1

SIGNED: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

NAME OF WITNESS: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

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

#### GUARANTOR-2

SIGNED: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

NAME OF WITNESS: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

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

Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

**WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**

# Terms & Conditions of Trade

<p><b>1.1 Definitions</b>                  "Rhyder Group" means Rhyder Group Pty Ltd (incorporating Mick French Wholesalers AND Rhyder Promotions), its successors and assigns or any person acting on behalf of and with the authority of Rhyder Group Pty Ltd (incorporating Mick French Wholesalers AND Rhyder Promotions).</p> <p><b>1.2 "Customer"</b> means the person's buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.</p> <p><b>1.3 "Goods"</b> means all Goods or Services supplied by Rhyder Group to the Customer at the Customer's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).</p> <p><b>1.4 "Price"</b> means the Price payable (plus any GST where applicable) for the Goods as agreed between Rhyder Group and the Customer in accordance with clause 5 below.</p> <p><b>1.5 "GST"</b> means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).</p> <p><b>2. Acceptance</b>                  The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order or accepts delivery of the Goods.</p> <p>These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and Rhyder Group.</p> <p>None of Rhyder Group's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of Rhyder Group in writing nor is Rhyder Group bound by any such unauthorised statements.</p> <p>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 (NSW &amp; SA), the Electronic Transactions Act 2001 (ACT), the Electronic Transactions (Victoria) Act 2000, the Electronic Transactions Act 2003 (WA), the Electronic Transactions (Northern Territory) Act 2000, Section 14 of the Electronic Transactions (Queensland) Act 2001 or Section 7 of the Electronic Transactions Act 2000 (TAS), whichever is applicable, or any other applicable provisions of that Act or any Regulations referred to in that Act.</p> <p><b>3. Change in Control</b>                  The Customer shall give Rhyder Group not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax numbers, or business details). The Customer shall be liable for any loss incurred by Rhyder Group as a result of the Customer's failure to comply with this clause.</p> <p><b>4. Specifications</b>                  The Customer acknowledges that all descriptive specifications, illustrations, drawings, data and information pertaining to the Goods stated in Rhyder Group's or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given for identification and/or information purposes only. The Customer 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 Rhyder Group.</p> <p>The Customer acknowledges that, whilst every attempt is made to be accurate with any assessment of the Customer's nominated address, in some cases access difficulties may mean that the final Price may be slightly different than that quoted.</p> <p>The Customer shall be responsible for ensuring that the Goods ordered are suitable for their intended use, as in some instances the Goods are made to order and Rhyder Group offers no refund, either partial or fully, in the event of a discrepancy by the Customer.</p> <p>The Customer acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not, or cease to be, available, Rhyder Group reserves the right to substitute comparable products (or components thereof) and vary the Price as per clause 5.2. In all such cases Rhyder Group will give the Customer in advance of any such substitution, and also reserves the right to place the Customer's order on hold until such time as Rhyder Group and the Customer agree to such changes.</p> <p><b>5. Price and Payment</b>                  At Rhyder Group's sole discretion, the Price shall be either:                  (a) as indicated on any invoice provided by Rhyder Group to the Customer; or                  (b) Rhyder Group'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) days.</p> <p>Rhyder Group reserves the right to change the Price:                  (a) if a variation to the Goods which are to be supplied is requested (including any applicable designs, plans and/or specifications); or                  (b) in the event of increases to Rhyder Group 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, or due to fluctuations in the AEMIA copper price index) which are beyond Rhyder Group's control.</p> <p>Variations will be charged for on the basis of Rhyder Group's quotation, and will be detailed in writing, and shown as variations on Rhyder Group's invoice. The Client shall be required to respond to any variation submitted by Rhyder Group within ten (10) working days. Failure to do so will entitle Rhyder Group 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.</p> <p>At Rhyder Group's sole discretion, a non-refundable deposit may be required.</p> <p>Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the dates determined by Rhyder Group, which may be:                  (a) delivery of;                  (b) the date specified on any invoice or other form as being the date for payment; or                  (c) failing any notice to the contrary, the date which is thirty (30) days following the end of the month of the date of any invoice furnished to the Customer by Rhyder Group.</p> <p>Payment may be made by cash, electronic-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and Rhyder Group.</p> <p>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 Rhyder Group or not to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Rhyder Group an amount equal to any GST Rhyder Group must pay for any supply by Rhyder Group under this or any other agreement for the sale of the Goods. 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.</p> <p><b>6. Delivery of Goods</b>                  Delivery ("Delivery") of the Goods is taken to occur at the time that:                  (a) the Customer or the Customer's nominated carrier takes possession of the Goods at the Customer's address; or                  (b) Rhyder Group (or Rhyder Group's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.</p> <p>At Rhyder Group's sole discretion, the cost of delivery is either included in the Price or is in addition to the Price.</p> <p>Any time specified by Rhyder Group for Delivery is an estimate only and Rhyder Group will not be liable for any loss or damage incurred by the Customer as a result of any delay. However, both parties agree that they shall make every endeavour to enable the Goods to be supplied at the time and place as was arranged between both parties. In the event that Rhyder Group is unable to supply the Goods, as agreed, solely due to any action, or inaction, of the Customer, then:                  (a) any change in the date of Delivery will be accommodated to the extent that Rhyder Group is able to accommodate it, but in the</p>	<p>event the change necessitates any variation under clause 5.2, the extra cost will be charged to the Customer; and/or                  (b) Rhyder Group shall be entitled to charge a reasonable fee for re-supplying the Goods at a later time and date.</p> <p><b>Risk</b>                  Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.                  If the Customer requests Rhyder Group to leave Goods outside Rhyder Group's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.</p> <p><b>Compliance with Laws</b>                  The Customer and Rhyder Group shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods, including any work health and safety (WHS) laws relating to building/construction sites and any other relevant safety standards or legislation. The Customer shall obtain (at the expense of the Customer) all licences and approvals that may be required for the Goods.</p> <p><b>Title</b>                  Rhyder Group and the Customer agree that ownership of the Goods shall not pass until:                  (a) the Customer has paid Rhyder Group all amounts owing to Rhyder Group; and                  (b) the Customer has met all of its other obligations to Rhyder Group.</p> <p>Receipt by Rhyder Group 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.                  It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 9, Rhyder Group may return the Goods to Rhyder Group on request.                  (a) the Customer holds the benefit of the Customer's insurance of the Goods on trust for Rhyder Group and must pay to Rhyder Group the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.                  (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 Rhyder Group and must pay or deliver the proceeds to Rhyder Group on demand.                  (d) the Customer should not convert or process the Goods or otherwise use them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Rhyder Group and must sell, dispose of or return the resulting product to Rhyder Group as it so directs.                  (e) the Customer irrevocably authorises Rhyder Group to enter any premises where Rhyder Group believes the Goods are kept and to recover possession of the Goods.                  (f) Rhyder Group may recover possession of any Goods in transit whether or not delivery has occurred.                  (g) the Customer 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 Rhyder Group.                  (h) Rhyder Group may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.</p> <p><b>Personal Property Securities Act 2009 ("PPSA")</b>                  In this clause financing statement, financing charge 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 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 and/or collateral (account) – being a monetary obligation of the Customer to Rhyder Group for Services – that have previously been supplied and that will be supplied to the Customer by Rhyder Group to the Customer.                  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 Rhyder Group may reasonably require;                  (i) register a financing statement or financing charge 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 10.3(a)(i) or 10.3(a)(ii).                  (b) indemnify, and upon demand reimburse, Rhyder Group for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;                  (c) not register a financing charge statement in respect of a security interest without the prior written consent of Rhyder Group;                  (d) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Rhyder Group;                  (e) immediately advise Rhyder Group 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.</p> <p>Rhyder Group 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.                  The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.                  The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.                  Unless otherwise agreed to in writing by Rhyder Group, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.                  The Customer must unconditionally ratify any actions taken by Rhyder Group under clauses 10.3 to 10.5.                  Subject to any express provisions to the contrary (including those contained in this clause 10), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.</p> <p><b>Security and Charge</b>                  In consideration of Rhyder Group agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).                  The Customer irrevocably authorises Rhyder Group from and against all Rhyder Group's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Rhyder Group's rights under this clause.                  The Customer irrevocably appoints Rhyder Group and each director of Rhyder Group as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Customer's behalf.</p> <p><b>Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)</b>                  The Customer must inspect the Goods on delivery and must within seven (7) days of delivery notify Rhyder Group in writing of any evident defect in the nature of proceeds derived from such sales.                  The Customer must inspect the Goods on delivery and must within seven (7) days of delivery notify Rhyder Group in writing of any evident defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow Rhyder Group to inspect the Goods.                  Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied warranties and warranties (including, without limitation the statutory</p>	<p>warranties under the CCA) may be implied into these terms and conditions (the "Implied Warranties").                  Rhyder Group acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Warranties.                  Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Warranties, Rhyder Group makes no warranties or other representations under these terms and conditions (including but not limited to the quality or suitability of the Goods. Rhyder Group's liability in respect of these warranties is limited to the fullest extent permitted by law.                  If the Customer is a consumer within the meaning of the CCA, Rhyder Group's liability is limited to the extent permitted by section 64A of Schedule 2.                  If Rhyder Group is required to replace the Goods under this clause or the CCA, Rhyder Group shall not be liable for any defect or damage which the money the Customer has paid for the Goods.                  If the Customer is not a consumer within the meaning of the CCA, Rhyder Group'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 Customer by Rhyder Group at Rhyder Group's sole discretion;                  (b) limited to any warranty to which Rhyder Group is entitled, if Rhyder Group did not manufacture the Goods;                  (c) otherwise negated absolutely.                  Subject to this clause 12, returns will only be accepted provided that:                  (a) the Customer has complied with the provisions of clause 12.1; and                  (b) Rhyder Group has agreed that the Goods are defective; and                  (c) the Goods are returned within a reasonable time at the Customer'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.                  Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, Rhyder Group 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 Customer failing to properly maintain or store any Goods;                  (b) the Customer using the Goods for any purpose other than that for which they were designed;                  (c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonable prudent person; or                  (d) the Customer failing to follow any instructions or guidelines provided by Rhyder Group;                  (e) fair wear and tear, any accident, or act of God.                  Rhyder Group may (in its absolute discretion) accept non-defective Goods for return, in which case Rhyder Group may require the Customer to pay handling fees of up to fifteen percent (15%) of the value of the returned Goods, plus any freight costs.                  Notwithstanding anything contained in this clause if Rhyder Group is required by a law to accept a return then Rhyder Group will only accept a return on the conditions imposed by that law.</p> <p><b>Intellectual Property</b>                  Where Rhyder Group has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of Rhyder Group. Under no circumstances may such designs, drawings and documents be used without the express written approval of Rhyder Group.                  The Customer warrants that all designs, specifications or instructions given to Rhyder Group will not cause Rhyder Group to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Rhyder Group against any action taken by a third party against Rhyder Group in respect of any such infringement.                  The Customer agrees that Rhyder Group may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Rhyder Group has created for the Customer.</p> <p><b>Default and Consequences of Default</b>                  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 Rhyder Group's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.                  If the Customer owes Rhyder Group any money the Customer shall indemnify Rhyder Group from and against all costs and disbursements incurred by Rhyder Group in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Rhyder Group's contract default fee and bank discount fees).                  Further to any other rights or remedies Rhyder Group may have under this contract, if a Customer has made payment to Rhyder Group, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Rhyder Group under this clause 14 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this agreement.                  Without prejudice to Rhyder Group's other remedies at law Rhyder Group shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Rhyder Group shall, whether or not due for payment, become immediately payable if:                  (a) any money payable to Rhyder Group becomes overdue, or in Rhyder Group's opinion the Customer will be unable to make a payment when it falls due;                  (b) the Customer has exceeded any applicable credit limit provided by Rhyder Group;                  (c) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or                  (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.</p> <p><b>Cancellation</b>                  Without prejudice to any other remedies Rhyder Group may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Rhyder Group may suspend or terminate the supply of Goods to the Customer. Rhyder Group will not be liable to the Customer for any loss or damage incurred by the Customer because Rhyder Group has exercised its rights under this clause.                  Rhyder Group may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Rhyder Group shall repay to the Customer any money paid by the Customer for the Goods. Rhyder Group shall not be liable for any loss or damage whatsoever arising from such cancellation.                  In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Rhyder Group as a direct result of the cancellation (including, but not limited to, any loss of profits).                  Cancellation of orders by the Customer is subject to the Customer's specifications, or non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.  <b>Privacy Act 1988</b>                  The Customer agrees that Rhyder Group to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by Rhyder Group.                  The Customer agrees that Rhyder Group may exchange information about the Customer with those credit providers and with related body corporates 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 including the Customer's repayment history in the preceding two (2) years.</p>	<p>The Customer consents to Rhyder Group being given a consumer credit report to collect and verify payment on a commercial credit.                  The Customer agrees that personal credit information provided may be used and retained by Rhyder Group for the following purposes (and for other agreed purposes or required by):                  (a) the provision of Goods; and/or                  (b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or                  (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or                  (d) enabling the collection of amounts outstanding in relation to the Goods.                  Rhyder Group may give information about the Customer to a CRB for the following purposes:                  (a) to obtain a consumer credit report;                  (b) allow the CRB to create or maintain a credit information file about the Customer including credit history.                  The information given to the CRB may include:                  (a) personal information as outlined in 16.1 above;                  (b) name of the credit provider and that Rhyder Group is a current credit provider to the Customer;                  (c) whether the credit provider is a licensee;                  (d) type of consumer credit;                  (e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);                  (f) advice of consumer credit defaults, overdue accounts, loan reverts 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 Customer no longer has any overdue accounts and Rhyder Group has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);                  (g) information that, in the opinion of Rhyder Group, the Customer has committed a serious credit infringement;                  (h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).                  The Customer shall have the right to request (by e-mail) from Rhyder Group:                  (a) a copy of the information about the Customer retained by Rhyder Group and the right to request that Rhyder Group correct any incorrect information; and                  (b) that Rhyder Group does not disclose any personal information about the Customer for the purpose of direct marketing.                  Rhyder Group will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is needed in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.                  The Customer can make a privacy complaint by contacting Rhyder Group via e-mail. Rhyder Group will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at <a href="http://www.oaic.gov.au">www.oaic.gov.au</a>.</p> <p><b>Unpaid Seller's Rights</b>                  Where the Customer has left any item with Rhyder Group for repair, modification, exchange or for Rhyder Group to perform any other service in relation to the item and Rhyder Group has not received or been paid for the item, then the Customer agrees that the Customer, Rhyder Group shall have, until all monies owing to Rhyder Group are paid:                  (a) a lien on the item; and                  (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.                  The lien of Rhyder Group shall continue despite the commencement of proceedings, or judgment for any monies owing to Rhyder Group having been obtained against the Customer.</p> <p><b>Other Applicable Legislation</b>                  At Rhyder Group's sole discretion, if there are any disputes or claims relating to the Goods then the provisions of the Building and Construction Industry Security of Payments Act 2002 (Victoria), the Building and Construction Industry Security of Payments Act 1999 (New South Wales), the Construction Contracts Act 2004 (Western Australia), the Building and Construction Industry Payments Act 2004 (Queensland), the Construction Contracts (Security of Payments) Act (Northern Territory of Australia), the Building and Construction Industry Security of Payments Act 2009 (Tasmania), the Building and Construction Industry Security of Payments Act 2009 (South Australia) and Building and Construction Industry (Security of Payment) Act 2009 (Australian Capital Territory), which is applicable, may apply.                  Nothing in this contract is intended to have the effect of contracting out of any applicable legislation or the any of the Acts listed in clause 18.1 (each as applicable), except to the extent permitted by the Act where applicable.</p> <p><b>Service of Notices</b>                  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;                  (c) by sending it by registered post to the address of the other party as stated in this contract;                  (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of a confirmation of receipt from the other party;                  (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.</p> <p><b>General</b>                  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.                  These terms and conditions, and any contract to which they apply, shall be governed by the laws of the Australian Capital Territory, the Territory in which Rhyder Group has its principal place of business, and are subject to the jurisdiction of the courts in that Territory.                  Subject to clause 12, Rhyder Group 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 Rhyder Group of these terms and conditions (alternatively Rhyder Group's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).                  Rhyder Group may licence and/or assign all or any part of its rights and/or obligations under this contract without the Customer's consent.                  The Customer cannot licence or assign without the written approval of Rhyder Group.                  Rhyder Group 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 Customer agrees and understands that they have no authority to give any instruction to any of Rhyder Group's sub-contractors without the authority of Rhyder Group.                  The Customer agrees that Rhyder Group may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Rhyder Group to provide Goods to the Customer.                  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.                  Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.</p>
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