

## CREDIT APPLICATION

Applicant Details					
Name to appear on the account:					
<b>Circle as Applicable</b>	Company	Individual	Trust	Partnership	Other:

If the applicant is a company:	
ABN Number:	
Delivery Address:	
Mailing Address:	
Phone:	Fax:
Mobile:	
Email:	

If the applicant is an individual:	
Date of Birth	
Delivery Address:	
Mailing Address:	
Phone:	Fax:
Mobile:	
Email:	

Application Details:	
Estimated average monthly purchases from Gurit: \$	Credit Limit applied for: \$
A/P Name:	A/P Phone:
A/P Email:	

Reference (Industry related)	Contact Number	Contact Email	Avg. Monthly Purchases
1.			\$
2.			\$
Electricity Supply Authority, Petrol Stations, Telecoms not accepted			

For internal use only		
Industry:		Sub Industry:
Sales Channel:	Sales Rep:	Hierarchy Type:

**THE APPLICANT**

1. Privacy Act 1993; Each of the purchaser(s) and the Director(s), Partner(s), Sole Trader or Trustee(s) (an "Applicant") authorises Gurit (Asia Pacific) Limit ("Gurit") to collect, retain and use any information about the Applicant for the purpose of assessing the Applicant's credit worthiness, enforcing any rights under the Conditions of Sale, or marketing any goods and services provided by Gurit. The Applicant authorises Gurit to disclose any information obtained in relation to the applicant to any person for any of the purposes set out above. The Applicant authorises any person to provide to Gurit such information as Gurit may require in response to its credit enquiries or its provision of credit to the Applicant. Where the Applicant is an individual these authorities and consents are for the purpose of the Privacy Act 1992/3. Under the Privacy Act 1993 the Applicant (if an individual) has rights of access to and correction of information held by Gurit.
2. Warrants that the information in this application is true and correct.
3. Agrees that any change which affects the trading address, legal authority, structure to management or control of the Applicant will be notified to Gurit in writing within 7 days of the change becoming effective.
4. Acknowledges the receipt of and agrees to the Conditions of Sale attached to this form.

**Signed by applicant or an authorised officer of the applicant:**

(If a Partnership all partners to sign application please)

.....  
.....

Signatory's name(s) (in block letters): .....

Positions(s): .....

Date: .....

**\*Each of the above individuals acknowledges that he or she has read and understood the Privacy Act Statement above.**

Witness Signature: .....

Witness Name & Address: .....

Date: .....

## TERMS AND CONDITIONS OF SALE - AUSTRALIA

Effective from January 1, 2016

### 1. General

1.1 Unless otherwise agreed in writing, these terms and conditions of sale ('the Conditions') apply exclusively to each Contract for the sale of goods or services ('the Goods') by a Gurit Group company ('the Company') to a purchaser of Goods ('the Purchaser'), (together 'the Parties'). Acceptance of the Goods by the Purchaser is conclusive evidence that the Conditions apply and are binding on the Purchaser. **Any additional or different terms or conditions proposed by the Purchaser are expressly objected to and will not be binding upon the Company unless specifically assented to in writing by the Company.** Any order for, or any statement of intent to purchase hereunder shall constitute assent to these Conditions.

1.2 "Contract" means the purchase order signed by the Purchaser and accepted by the Company in writing, together with these Conditions. Notwithstanding that a quotation has been made by the Company no Contract exists between the Company and the Purchaser until the Company accepts the Purchaser's order in writing. 1.3 Unless otherwise specified in writing by the Company, any quotation by the Company will expire 30 days from its date and may be modified or withdrawn by the Company prior to receipt of the Purchaser's acceptance.

1.4 The headings used are for convenience only and shall not affect the interpretation of these Conditions.

1.5 References to 'include' and 'including' are to be construed without limitation.

1.6 Unless otherwise stated, an expression used or defined in the *Corporations Act 2001* (C'th) has the same meaning in these Conditions.

### 2. Price and payment

2.1 The price of the Goods ('the Price') is the Company's quoted price or if no price is quoted, the current list price of the Goods and is exclusive of GST, other taxes and duties, delivery, packaging, carriage and insurance. GST, other taxes and duties, delivery, packaging, carriage and insurance shall be paid by the Purchaser in addition to the Price. The Company reserves the right to alter the Price at any time to reflect any increase in its costs because of any factor beyond its control or any changes in delivery dates, quantities or specifications requested by the Purchaser or any delay caused by the Purchaser's failure to provide adequate information or instructions. The Company shall use its best efforts to provide the Purchaser with prompt notice of such decisions. The Purchaser may upon alteration of the Price in accordance with Condition 2.1 cancel any order (or part thereof) at the new Price within 7 days of the Company providing notice of the change of Price. 2.2 Subject to credit approval and unless the Parties agree otherwise, the Purchaser will pay the Price (whether or not the Company has formally demanded it) within 20 days after the end of the month of delivery (or when delivery was properly tendered) or the date of the invoice, whichever is the later, unless otherwise agreed in writing. Payment shall also be made if insignificant components are missing but usage of the delivered Goods is not rendered impossible.

2.3 Payment is only received by the Company when it receives cash or when the proceeds of other methods of payment are credited and cleared to the Company's nominated bank account. The Company may set off any amount due and payable by the Company to the Purchaser against any amount due and payable by the Purchaser to the Company.

2.4 If the Price is not paid in full when due, then, without affecting any of the Company's other rights or remedies and to the maximum extent permitted by law, the Company may cancel the Contract and/or suspend performance of any delivery [any cost incurred by the Company in accordance with such suspension (including storage costs) shall be payable by the Purchaser]; and/or charge interest at 8 % per annum calculated daily on all unpaid amounts, which interest accrues from day to day from and including the due date for payment up to and including the actual date of payment; and/or withdraw all credit facilities extended and require immediate payment of all outstanding invoices issued whether or not they were due for payment; and/or cancel and withdraw any trade discount allowed on the Price.

2.5 If the Purchaser does not make any payment when due, in addition to any other remedies, the Company may recover from the Purchaser any costs, expenses or disbursements incurred by the Company in recovering money from the Purchaser, including debt collection agency fees and legal fees.

### 3. Delivery

3.1 Delivery and dispatch dates quoted are approximate only and the Company is not liable for any delay in the delivery of the Goods. Delivery to persons in Australia will, unless otherwise agreed, be made at the Company's premises when the Goods are handed over to the Purchaser, its agent or carrier. Partial delivery will be permitted. If the Company agrees to deliver the Goods other than at its premises, the Purchaser shall pay for carriage, insurance and any other delivery costs. The export terms in Condition 10 apply to Goods to be delivered outside of Australia.

3.2 If the Purchaser fails to take delivery of the Goods or fails to give adequate delivery instructions then, without affecting any of the Company's other rights or remedies, the Company may store the Goods until actual delivery takes place and charge for the reasonable costs (including insurance) of storage. The Company may, after 30 days, sell the Goods at the best price readily obtainable and (after deducting reasonable storage and selling expenses) account for the excess over the Price or charge the Purchaser the amount of any shortfall.

3.3 Any claim by the Purchaser relating to Products which is based on any defect in material or workmanship, a failure to correspond to the specification agreed in writing or for non-delivery or incorrect delivery (whether or not delivery is refused by the Purchaser) must be notified to the Company within three (3) working days from the date of delivery. If delivery is not refused, and the Purchaser does not notify the Company accordingly, the Purchaser is not entitled to reject the Goods and the Purchaser will be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.

#### **4. Risk and title**

4.1 Risk of damage to or loss of the Goods passes on delivery or, if the Purchaser wrongfully fails to take delivery, at the time when delivery is tendered.

##### **4.2 Title**

4.2.1 Ownership of the Goods (subject to Condition 9.2 below) does not pass to the purchaser until (i) all amounts owing by the Purchaser to the Company in respect of the Goods have been paid; and (ii) all other obligations of the Purchaser to the Company in respect of the Goods have been met.

4.2.2 Until the ownership of the Goods passes, the Purchaser:

(a) must keep full and complete records of the Goods and allow the Company to inspect any records, inventories and accounts of sale of Goods;

(b) must store the Goods in such a way to ensure it is clear the Goods are the property of the Company and to ensure that the Goods do not deteriorate;

(c) must return the Goods if requested to do so by the Company following non-payment of any amount owing by the Purchaser to the Company, without limiting any other right the Company may have;

(d) gives the Company the right to inspect the Goods or any part of them at all reasonable times; and

(e) must not change its name, address or contact details without providing the Company with at least 30 days prior written notice.

To the maximum extent permitted by law, breach of any of the provisions of this Condition will result in all monies owing by the Purchaser to the Company (without prejudice to any other right or remedy) becoming immediately due and payable.

4.2.3 Despite Condition 4.2.2(b), the Purchaser may sell the Goods, any Goods which are installed or affixed to other goods ('Accession') or any Goods which are commingled with other goods by becoming part of a product or mass by being manufactured, processed, assembled, commingled or otherwise dealt with in such a way that their identity is lost in the product or mass ('Processed Goods'), to a third party in the normal course of the Purchaser's business, subject to the following: (i) if the Goods are Processed Goods, the Purchaser hereby transfers its ownership rights in the Processed Goods to the Company in the amount of the maximum amount permitted to be recovered by the Company under the Personal Property Securities Act 2009 (C'th) ('PPSA') in respect of those Goods (as if a Purchase Money Security Interest ('PMSI') had been registered by the Company in respect of the Goods); (ii) if the Goods are resold by the Purchaser (including sale of Goods which have become an Accession or sale of any Processed Goods), the Purchaser hereby transfers to the Company its claims arising from the aforementioned resale to the maximum amount permitted to be recovered by the Company under the PPSA in respect of those Goods (as if a PMSI had been registered by the Company in respect of the Goods). As long as the Purchaser is honouring its payment obligation, the Purchaser shall, however, be authorised to collect its resale claim which has been assigned to the Company.

4.2.4 Until payment is received in full the Company shall, without prejudice to any other rights and remedies and to the maximum extent permitted by law, be entitled to reclaim any Goods in the Purchaser's possession or control (including any Goods that have become an Accession or Processed Goods) and to dispose of them or retain them for its own benefit. The Purchaser gives irrevocable authority to the Company or its agents, to enter any premises occupied by the Purchaser at any reasonable time but without notice, to remove any Goods not paid for in full by the Purchaser (including Goods which have become an Accession or any Processed Goods). The Company shall not be liable for costs, damages or expenses or any other losses incurred by the Purchaser or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever. The Purchaser agrees to indemnify and keep indemnified the Company, its servants and agents for any alleged liability resulting from the repossession including but not limited to all costs of transportation and storage of the Goods by the Company. The Purchaser shall be liable for all costs (including legal costs on a solicitor client basis) incurred by the Company in respect of the repossession of the Goods.

## 5. Insolvency of the Purchaser

5.1 To the maximum extent permitted by law, if the Purchaser makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or becomes insolvent under administration, or (being a company) becomes an externally administered body corporate or has an application for winding up filed against it, or an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Purchaser, or the Purchaser ceases or threatens to cease to carry on business, or the Purchaser is unable to pay its debts as and when they fall due, or the Company reasonably apprehends that any of the events mentioned in this Condition is about to occur (and notifies the Purchaser accordingly) then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries without any liability on the part of the Company and, if the Goods have been delivered but not paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangements to the contrary.

## 6. Warranty

6.1 **Nothing in this Contract excludes, restricts or modifies any terms, conditions or warranties or the Company's liability for them which are imposed or implied by any statute, including the *Competition and Consumer Act 2010 (Cth)*, and which by statute cannot be excluded, restricted or modified.** Limitations and exclusions are made only to the extent that the Company may legally do so.

6.2 Except as set out below, the Company warrants that the Goods will correspond to their specification agreed in writing between the Company and the Purchaser and will be free from defects in materials and workmanship for the shorter of the stated shelf-life of the Goods or 12 months from delivery (the "Warranty Period"); and in case of delivery of services, the Company only warrants that they have been given with reasonable skill and care. **All other warranties, conditions or other terms, whether express, implied, statutory or otherwise (including, but not limited to, merchantability and fitness for purpose) are excluded to the fullest extent permitted by law.** This warranty shall not apply and shall terminate immediately if the fault or defects referred to herein cannot be proved to be a result of the Company's failure under this Condition 6.2. Such exclusions from warranty shall include (but not be limited to) failure to use, mix, treat, process, apply, store, install, operate or maintain the Goods as instructed by the Company; normal wear and tear; use of the Goods other than for their agreed purpose; any defect in the Goods arising from a design, drawing or specification supplied by the Purchaser or on the Purchaser's behalf or deficiencies resulting from other reasons beyond the Company's control. No warranty claims may be made unless the Purchaser has paid the Price in full. Warranties shall also terminate immediately, if the Purchaser, in case of a defect, does not immediately take all appropriate steps to mitigate damages and notify the Company as stated herein. All descriptions, illustrations and data contained in any catalogues, price lists and/or other advertising or promotional material are intended by the Company only to present a general view of Goods described therein and none of such specifications, drawings, dimensions, weights, descriptions, illustrations or data shall form part of the Contract, except if otherwise agreed in writing between the Company and the Purchaser.

6.3 If any failure to meet the warranties under Condition 6.2 appears within the Warranty Period, the Purchaser shall promptly notify the Company. Where any valid warranty claim is made in respect of any of the Goods within the warranty set out in Condition 6.2, the Company's liability shall be limited to:

6.3.1 in the case of goods, at the Company's option, the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and

6.3.2 in the case of services, at the Company's option, supplying the services again; or paying the cost of having the services supplied again,

The supply of repaired or replacement Goods by the Company pursuant to this Condition 6.2 shall not extend the duration of the Warranty Period. The Company shall not be responsible for costs of the dismantling and assembly of the defected Good, and/or removal or replacements of systems, structures or other portions of the Purchaser's facility or reinstallation of any items.

6.4 The preceding sections of this Condition 6 set forth the exclusive remedies for all claims based on failure of or defect in the Goods provided under the Contract, whether such failure or defect arises before or during the Warranty Period and whether a claim, however, instituted is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

6.5 All warranties, releases, exclusions of liability and indemnities will remain valid and binding following termination.

## 7. Limitation of Liability

7.1 **The remedies of the Purchaser set forth herein are exclusive and the total liability of the Company, on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, shall not**

**exceed 100% of the Price by which the Goods giving rise to the claim were sold to the Purchaser or AUD \$20,000, whichever is greater. All liability of the Company on all claims of any kind shall terminate upon expiration of the Warranty Period, provided that the Purchaser may enforce a claim of such liability accruing during the Warranty Period by an action timely commenced in accordance with the applicable statute of limitations.**

7.2 In no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, shall the Company or its subcontractors or suppliers be liable for loss of profit, revenue, business, contracts, opportunity, goodwill, use, production, anticipated savings, expenses, costs or similar loss; and/or or any special, consequential, incidental, indirect, speculative, punitive or exemplary loss or damage, or claims of the Purchaser's customers for any of the foregoing damages and the **Purchaser agrees to defend, indemnify and hold harmless the Company from any such claims of the Purchaser's customers.**

7.3 Nothing in these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Company for death or personal injury caused by reason of the negligence of the Company (subject to the contributory liability of any other person).

## **8. Force majeure**

8.1 The Company shall not be under any liability to the Purchaser for any failure to perform any of its obligations under the Contract where it is prevented by (i) reasons beyond its reasonable control including without limitation any act of God, war, riot, malicious damage, strikes or other labour disturbances, lockout, industrial action, government action, accident, breakdown of machinery, default of suppliers, fire, flood, storm, drought, tempest or similar event; or (ii) acts (or omissions) of the Purchaser including to promptly: (a) provide the Company with information and approvals necessary to permit the Company to proceed with work immediately and without interruption, or (b) comply with the terms of payment, or (c) provide the Company with such evidence as the Company may request that any export and import license or permit has been issued (if such is the responsibility of the Purchaser), or (iii) inability, due to causes beyond the reasonable control of the Company, to obtain necessary materials, necessary components or services. If the performance of the Contract is prevented by this Condition for more than one hundred twenty (120) days, then either party (except where delay is caused by the Purchaser, in which event only the Company), upon thirty (30) days written notice, may terminate the Contract with respect to the unexecuted portion, whereupon the Purchaser shall promptly pay the Company its termination charges determined in accordance of the Company's standard accounting practices upon submission of the Company's invoices therefore.

## **9. Intellectual property**

9.1 Where Goods are to be made by the Company to the Purchaser's specification and/or design, the Purchaser warrants to the Company that such manufacture will not infringe the patent, copyright, design right, trade mark or other industrial or intellectual property right ('IPR') of any person and undertakes to indemnify the Company from and against all losses, damages, costs and/or expenses (including legal fees) awarded against or incurred by the Company in connection with any claim for infringement of the IPR of any person as a result of use of the Purchaser's specification.

9.2 All information, drawings, specifications, documents, design material and all other data which the Company has given to the Purchaser is proprietary and confidential and shall remain the absolute exclusive property of the Company together with the copyright therein. The Purchaser agrees that it will not disclose such information to third parties, whether directly or indirectly, without the Company's prior written consent. All intellectual property rights, including but not limited to, inventions, patents, copyrights, trademarks, know how, engineering and drawings and specifications belonging to or provided by the Company and used or developed in the course of the fulfilment of the Contract by the Company shall remain the absolute exclusive property of the Company. However, the Company grants the Purchaser and its customers, a royalty free, non-exclusive, non-transferable, license to use all intellectual property rights associated with the Goods and any documentation provided pursuant to these Conditions for the installation, use or maintenance of the Goods.

## **10. Export terms**

10.1 'Incoterms 2010', shall mean the ICC (International Chamber of Commerce) 2010 Rules for the Use of Domestic and International Trade Terms.

10.2 Where the Goods are supplied for export from Australia, the provisions of this Condition 10 shall apply (subject to any special terms agreed in writing between the Purchaser and the Company) and any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, unless there is any conflict, in which case these Conditions shall prevail.

10.3 The Goods shall be delivered "ex works the Company's premises Incoterms 2010", unless otherwise agreed in writing.

10.4 The Purchaser shall be responsible for ensuring that the Goods comply with the laws and regulations of the country to which it requires the Goods to be supplied and for timely obtaining any required authorization, such as an export license, import license, foreign exchange permit, work permit or any other governmental authorization, even though such authorization may be

applied for by the Company. The Purchaser expressly acknowledges and agrees that it will NOT:

- (i) divert, use, export and/or re-export any Goods contrary to any applicable export laws; and/or
- (ii) export, re-export, or provide any Goods to any entity or person within any country that is subject to any sanctions; and/or
- (iii) export, re-export, or provide any Goods to entities and persons that are ineligible under applicable export laws. The Purchaser and the Company shall provide each other reasonable assistance in obtaining required authorizations. The Company shall not be liable if any authorization is delayed, denied, revoked restricted or not renewed and the Purchaser shall not be relieved thereby of its obligations to pay the Company for the Goods.

#### **11. Third parties**

11.1 Each Contract will only confer rights and benefits on the Purchaser and no third party shall acquire any rights or benefits under the Contract.

#### **12. Changes**

12.1 The Company reserves the right, in its sole discretion and without incurring any liability to the Purchaser, to:

- (i) alter the specifications or design of the Goods;
- (ii) discontinue or limit the manufacture of any Good,
- (iii) cancel or limit the deliveries of any such Good;
- (iv) discontinue or limit the development of any new product, whether or not such new product has been announced publicly;
- (v) manufacture new good(s) having feature(s) which make any product wholly or partially obsolete; or
- (vi) substitute such altered products for the prior Goods in filling orders.

12.2 The Company shall use its best effort to provide the Purchaser with prompt notice of such decisions. The Company and the Purchaser shall then agree on the conditions pursuant to which any order(s) accepted by the Company before such notice shall be filled. If agreement cannot be reached, the Purchaser may cancel any such order. The Company shall have no obligation to deliver any Goods deleted or modified pursuant to the above paragraphs, which are ordered by the Purchaser after the issuance of the aforementioned notice.

#### **13. Confidentiality**

13.1 In connection with the Contract, the Company and the Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with "Confidential Information". The Purchaser shall not provide any Confidential Information to the Company without the Company's prior written consent to receive it. "Confidential Information" as used in these Terms and Conditions shall mean all Goods pricing, all terms of the Contract, and all information related to the business or products of the Disclosing Party that is not known generally to the public, provided that the obligations of these Conditions shall not apply as to any portion of the Confidential Information which:

- (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party; or
- (ii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party when such source is not, in the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party, or
- (iii) has been or is subsequently independently developed by the Receiving Party without reference to the Confidential Information.

13.2 The Receiving Party agrees, except as otherwise required by law:

- (i) to use the Confidential Information only in connection with the Contract, and permitted use of the Goods, and
- (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees to the extent necessary to facilitate the Contract and permitted uses in the Goods and provided that those employees have agreed to be bound by the provisions hereof. The Receiving Party accepts liability that its involved employees will abide by these provisions.

13.3 If either party is requested or required (by interrogatories, subpoena, or similar legal process) to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt notice of each such request, to the extent practicable, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions of this Condition 13, or both.

#### **14. The Company**

14.1 The Company is a subsidiary of Gurit Holding AG. Accordingly it may perform any of its obligations or exercise any of its rights under these Conditions and each Contract by itself or through any other company that is also a subsidiary of Gurit Holding

AG. Any act or omission of that subsidiary will, however, be treated as the Company's act or omission and the Purchaser shall have no rights or claims against the involved other subsidiary of Gurit Holding AG or against Gurit Holding AG itself.

## 15. PPSA

15.1 The Company may allocate amounts received from the Purchaser in any manner it determines, but in default will apply such amounts first to payment of any unsecured amount owing to the Company, next as to any reasonable enforcement expenses and then as to any secured balance owing to the Company.

15.2 The Purchaser will not (except with the Company's written consent) allow to be, or be liable to become, perfected or attached in favour of any person, a security interest or transitional security interest in any of the monies from time to time payable to the Company (if any) or otherwise, or in the Company's property and whether to a provider of new value or otherwise.

15.3 The Purchaser waives the right under section 157 of the PPSA to receive a copy of the verification statement confirming registration of a financing statement or financing charge statement relating to security interests under these Conditions. The Purchaser agrees that the Company and the Purchaser contract out of and nothing in the provisions of Sections 95, 96, 121(4), 130, 132((3)(d), 132(4), 135, 142 and 143 of the PPSA will apply to this Contract.

15.4 The Company and the Purchaser acknowledge that the Purchaser is the grantor and the Company is the holder of a PMSI in the Goods by virtue of this Contract and/or the PPSA. The Purchaser agrees to do anything that the Company reasonably requires to ensure that the Company has at all times a continuously perfected security interest over the Goods.

15.5 The terms "financing statement", "proceeds", "purchase money security interest", "security agreement", "security interest" and "verification statement" have the respective meanings given to them under, or in the context of, the PPSA.

## 16. Costs

The Purchaser must pay the Company all costs and expenses incurred by the Company in connection with the Contract including legal expenses (on a full indemnity basis), stamp duty (including fines and penalties) and costs incurred or payable by the Company in connection with registering, maintaining or releasing any financing interest or financing charge or other security interest in connection with the Contract, or the recovery of any amount payable by the Purchaser under the Contract or in otherwise enforcing the Company's rights against the Purchaser under the Contract. The costs of registering any PPSA financing statement will be paid by the Purchaser and may be invoiced or debited against the Purchaser's credit account.

## 17. Privacy

17.1 By purchasing products from the Company the Purchaser agrees that the Gurit Group will collect, store, use and disclose any personal information or credit information given by the Purchaser, and any of the Purchaser's credit eligibility information the Gurit Group may receive from third parties, in accordance with the Gurit Group Privacy Policy available at:

<http://www.gurit.com/-/media/Gurit/Certificates/AU---Privacy-Policy---30-11-2016.ashx?la=en&hash=49256940CB1A0A423BE58A646A9D2F948113825D>. and Credit Reporting Policy (available at <http://www.gurit.com/-/media/Gurit/Certificates/AU---Credit-Reporting-Policy-final---30-11-2016.ashx?la=en&hash=7A27A8DAA9932B4251D8186FB24FB3A247190A45>)

17.2 The Purchaser must ensure that it distributes to all relevant staff the Gurit Collection Statement that accompanies these Conditions as that statement contains additional information relevant to the Gurit Group's collection, storage, use and disclosure of the personal information collected from the Purchaser.

17.3 Without limiting this Condition 17, the Purchaser authorises the Gurit Group to pass all relevant information, including personal information, to credit reporting agencies for the purpose of credit checking or in the event that the Purchaser defaults on its payment obligations to the Company and the Purchaser has obtained all necessary consents to grant that authority. This information will be used by credit reporting agencies to update and maintain credit information files and will be accessed by the customers of the credit reporting database.

17.4 Without limiting this Condition 17, the Purchaser authorises the Gurit Group to pass all relevant information, including personal information, to its credit agency, its debt collection agency and any entity to whom it assigns a debt due by the Purchaser, in the event that the Purchaser defaults on its payment obligations to the Company and the Purchaser has obtained all necessary consents to grant that authority. This information will be used by the nominated credit agency or debt collection agency to update and maintain credit information files, in connection with collection of the debt and will be accessed by the customers of credit reporting databases.

## 18. Notices

17.1 Any notice given under these Conditions must be in writing, addressed to the registered office or principal place of business of the addressee or any other address as may at the relevant time have been notified as the correct address for service of documents. Any notice must be given by hand or sent by first class (airmail if overseas) registered delivery post. E-mail is not

effective notice. Notices may be faxed provided they are also sent in accordance with this Condition.

#### **19. Assignment**

The Company may assign or transfer the Contract and/or any security under the PPSA to a related body corporate (as defined in the *Corporations Act 2001* (Cth), in connection with factoring a debt or to a purchaser of substantially all of its Australian business at any time by notice to the Purchaser. A party must not otherwise assign or transfer the benefit or obligations of the Contract without the prior written consent of the other party.

#### **20. Waiver**

19.1 Any waiver by the Company of any breach of the Contract by the Purchaser will not be treated as waiving any subsequent breach of the same or any other provision.

#### **21. Entire agreement**

20.1 These Conditions and the documents referred to in them, shall unless otherwise expressly agreed in writing, contain the entire agreement between the Parties and no other agreements, representations, warranties, promises or understandings express or implied will bind the Parties or form part of a Contract. Each party agrees that it has not relied on, or been induced by, any representations of the other party not contained in these Conditions or the Contract.

20.2 If a provision of the Contract is determined to be void or unenforceable, this finding shall not render other provisions void or unenforceable, and the Company and Purchaser shall make their best endeavours to replace such provisions by a valid one, covering the original commercial intention as far as legally possible.

#### **22. Law and jurisdiction**

These Conditions and each Contract are governed by the law of New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia.