

DOT DESIGN GROUP PTY LTD
54 KELLETT STREET, POTTS POINT NSW 2011 AUSTRALIA
ABN 70 098 839 617
PHONE 61 2 9361 3655
www.dotdesign.com.au



TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 **"Buyer"** means any person, firm, organisation, partnership, corporation, trust or other entity that orders any Goods or Services from the Seller including any of the Buyer's employees, agents and contractors.
- 1.2 **"Due Date"** within 30 days from the date of the Seller's Invoice or:
 - a) as otherwise notified in writing by the Seller; or;
 - b) as otherwise specified in a Supplier Agreement, subject to Clause 2.3.
- 1.3 **"FOB"** means Free on Board.
- 1.4 **"Goods"** means any goods provided to the Buyer by the Seller.
- 1.5 **"Goods and Services"** means any goods and/or services provided to the Buyer by the Seller.
- 1.6 **"Intellectual Property"** means all rights in patent, copyright, trade names, trademarks, logos, designs, images (including photographs, videos, multimedia or films) or service marks (in each case whether registered or registrable).
- 1.7 **"Invoice"** means a taxation invoice for Goods and Services supplied by the Seller to the Buyer.
- 1.8 **"Material"** means any information (including but not limited to data, source codes, and drawings) or images in any form (whether visible or not) stored on or used in connection with the Website.
- 1.9 **"Order/s"** is an order described in clause 3.8.
- 1.10 **"Party/Parties"** means the Buyer and the Seller.
- 1.11 **"Price"** shall mean the Price payable for the Goods and Services specified in the Invoice.
- 1.12 **"Quotation"** means the document provided by the Seller from time to time, which includes details of Goods and Services and any applicable charges.
- 1.13 **"Seller"** means Dot Design Group Pty Limited (ABN 70 098 839 617).
- 1.14 **"Services"** means any services provided to the Buyer by the Seller.
- 1.15 **"Supplier Agreement"** means any agreement provided and prepared by the Buyer to the Seller and entered into between the Parties for the sale of Goods and Services provided by the Seller to the Buyer.
- 1.16 **"Terms and Conditions"** means the terms and conditions contained in this document.
- 1.17 **"Website"** means the internet site located at [http://dotdesign.com.au/](http://dotdesign.com.au) operated by the Seller.

2. GENERAL

- 2.1 The Terms and Conditions govern the entire agreement between the Buyer and the Seller. These Terms and Conditions replace, supersede and prevail over any previous editions of terms and conditions the Seller has issued.
- 2.2 Subject to Clause 2.3 below, all Orders and Quotations made or accepted by the Seller to the Buyer shall incorporate these Terms and Conditions and constitute the entire agreement between the Parties. Unless otherwise agreed in writing by the Seller, the Buyer agrees that it will be bound only by these Terms and Conditions.
- 2.3 In the event a Supplier Agreement has been executed between the Parties and any inconsistency exists between the Supplier Agreement and these Terms and Conditions, the Terms and Conditions contained herein will prevail unless otherwise agreed in writing between the Parties.
- 2.4 No variation to these Terms and Conditions will be made or binding unless agreed upon in writing between the Parties. Any prior discussions, negotiations or representations are of no effect and the Buyer acknowledges that it has placed no reliance upon them in entering into these Terms and Conditions.

3. TERMS OF PAYMENT

- 3.1 Payment must be made in accordance with these Terms and Conditions.
- 3.2 A Quotation will set out the Price at which the Goods and Services will be invoiced to the Buyer by the Seller.
- 3.3 Unless previously withdrawn by the Seller, a Quotation is valid for 30 days or such other period as stated in that Quotation.
- 3.4 A Quotation is not to be construed as an obligation on the part of the Seller to sell but merely an invitation to treat and no contractual relationship will arise until the Seller accepts the Order by the Buyer.

- 3.5** Where the Buyer directs that the Seller perform work or supply products in addition to the Goods and Services set out in the Quotation, such Goods and Services will be subject to additional fees. Notwithstanding any provision in the Terms and Conditions, the Seller may increase the Price of the Goods and Services in the Quotation after the Buyer has accepted the Quotation if the Price increase results from an increase in the Price of any inputs which comprise part of the Goods and Services.
- 3.6** The Buyer accepts a Quotation by:
- a) signing the Quotation and returning the signed Quotation to the Seller by email or post; or,
 - b) notification to the Seller in writing whether the Quotation is signed or not.
- 3.7** By accepting the Quotation or by supplying a purchase order or deposit to the Seller, the Buyer is accepting the Terms and Conditions of the Seller contained herein. Where the Buyer accepts a Quotation, an Invoice will be generated by the Seller and delivered to the Buyer by email or post.
- 3.8** If a deposit is required and/or requested by the Seller, an Order for Goods and Services is deemed to be made by the Buyer by way of payment of the deposit of the Invoice issued by the Seller to the Buyer. If a deposit is not required and/or requested by the Seller, an Order is deemed to be made upon acceptance of a Quotation by the Buyer as clause 3.6 contained herein.
- 3.9** The Buyer will pay the balance of the Invoice and other fees, charges and costs due to the Seller for all Goods and Services provided by the Seller within 30 days of the date of the Seller's Invoice, or as otherwise notified by the Seller in writing from time to time.
- 3.10** The Seller reserves the right to not proceed with the supply of the Goods and Services until payment of the deposit has been received in full from the Buyer. Any Order by the Buyer is subject to approval and acceptance by the Seller in its absolute discretion.
- 3.11** If the Seller accepts an Order by the Buyer without a deposit, the Buyer will:
- a) pay the Invoice issued by the Seller within 30 days after delivery of the Goods and Services or;
 - b) as specified in the Buyer's Supplier Agreement; or
 - c) as notified by the Seller in writing from time to time.
- 3.12** If the Buyer fails to make payment as per the Supplier Agreement, the Buyer must make payment to the Seller as directed by the Terms and Conditions contained herein and the Buyer agrees to be bound by the Terms and Conditions.
- 3.13** Any Order accepted by the Buyer cannot be withdrawn or cancelled by the Buyer unless agreed with by the Parties in writing. The Seller is entitled to any costs and expenses incurred for Goods ordered or Services rendered by the Seller, up to and including the date upon which the Order is withdrawn and/or cancelled. The Seller is entitled to deduct any costs or expenses incurred for Goods provided and Services rendered from the funds deposited by Buyer prior to processing a refund to the Buyer.

4. DEFAULT

Should the Buyer fail to make payment on or before the Due Date, in addition to any other rights which may be conferred upon the Seller by law or equity:

- 4.1** the Seller will have the right to:
- 4.1.1** suspend further supply of the Goods and Services;
 - 4.1.2** render any Invoices or monies which remain unpaid by the Buyer payable immediately;
 - 4.1.3** without demand, enforce its rights under these Terms and Conditions, particularly Clause 14; and,
- 4.2** the Buyer agrees to:
- 4.2.1** pay interest on any outstanding monies equal to 2% above the cash rate quoted by the Reserve Bank of Australia, or equivalent rate from time to time, to be calculated on a daily basis on any outstanding payments from the date of such default until payment is received by the Seller; and,
 - 4.2.2** pay any expenses, costs or disbursements incurred by the Seller in recovering any outstanding monies including but not limited to any commission payable to commercial or mercantile agents, and solicitor's costs and disbursements.

5. GOVERNING LAW

- 5.1** These Terms and Conditions are governed by and must be construed in accordance with the laws of New South Wales and the Parties agree to submit to the non-exclusive jurisdiction of the Courts of the State of New South Wales.

6. DELIVERY AND SELLER'S LIABILITY

- 6.1** To the full extent permitted by law the Seller shall have no liability for:
- 6.1.1** failure to deliver Goods or Services within a specified time period due to circumstances beyond the Seller's control,
 - 6.1.2** availability and/or delays in delivery of Goods or Services due to circumstances beyond the Seller's control; and,
 - 6.1.3** cancellation of any Order.
- 6.2** Any delivery times made known by the Seller to the Buyer are estimates only and the Seller will not be liable for a later delivery or a non-delivery. Under no circumstances will the Seller be liable for any loss, damage or delay occasioned to the Buyer from late delivery or non-delivery.
- 6.3** Any delay of delivery out of the Seller's control and for any reason whatsoever will not entitle the Buyer to claim for any consequential loss or damages or to cancel, rescind or terminate the agreement.
- 6.4** If any variation occurs in the quoted date of delivery of the Goods, the Seller will notify the Buyer. To the full extent permitted by law the Seller shall have no liability to defend or indemnify the Buyer, its affiliates or their respective buyers from and against any claim, demand or cause of action, including any damages, costs or expenses incurred by the Buyer, its affiliates or their respective buyers in connection with, arising from or relating

to the actual or alleged product liability or violation or infringement of any patent, trademark, copyright or other Intellectual Property belonging to a third party by the Goods.

- 6.5** If the Buyer grants the Seller any licensing rights either owned by the Buyer, its affiliates or a third party, the Buyer indemnifies the Seller against any claim, demand or cause of action against the Seller and/or Buyer, including any damages, costs or expenses in connection with these licensing rights.
- 6.6** To the full extent permitted by law, the Buyer waives and indemnifies the Seller against any claims, demands, causes of action or recoveries for punitive, exemplary, indirect or consequential damages arising under the Terms and Conditions or otherwise with respect to the sale of the Goods or Services, or, without limitation, for any lost revenues or profits, consequential or incidental damages, injury to persons or property, business interruption or damage to business reputation.
- 6.7** To the full extent permitted by law the only liability the Seller will have with respect to any damaged Goods, defective Goods, and/or Goods erroneously shipped will be the rights described herein.
- 6.8** Even if the agreement between the Parties fails its essential purpose, in no event will the Seller's entire liability (in tort (including negligence), contract, warranty, infringement or otherwise) to the Buyer exceed the purchase Price actually paid by the Buyer for the Goods or Services that give rise to the dispute, or any defective portion thereof, whichever is the lesser amount.
- 6.9** To the full extent permitted by law, the Seller's liability to the Buyer in contract, tort, negligence, contract, under statute or otherwise will be reduced by the extent, if any, to which the Buyer contributed to the loss or damage.
- 6.10** The Buyer is liable for and indemnifies the Seller against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against the Seller and any environmental loss, cost, damage or expense) in respect of:
- 6.10.1** personal injury;
- 6.10.2** damage to property; or
- 6.10.3** a claim by a third party,
- in respect of the Buyer's use of the Goods and Services under the Terms and Conditions.
- 6.11** Each indemnity contained herein is a continuing obligation, separate and independent from the other obligations of the Parties and survives termination, completion and expiration of any agreement.
- 6.12** It is not necessary for a Party to incur an expense or make any payment before enforcing a right of indemnity conferred by these Terms and Conditions.
- 6.13** Certain legislation, including the Competition and Consumer Act 2010 (Cth), may imply warranties or conditions or impose obligations upon the Seller which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These Terms and Conditions must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which Seller is entitled to do so, Seller limits its liability in respect of any claim under those provisions to:
- 6.13.1** in the case of Goods, at Seller's option:
- (i) the replacement of the Goods or the supply of equivalent Goods;
- (ii) the repair of the Goods;
- (iii) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
- (iv) the payment of the cost of having the Goods repaired; and
- 6.13.2** in the case of services, at Seller's option:
- (i) the supplying of the Services again; or;
- (ii) the payment of the cost of having the Services supplied again, determined by the price of services rendered by the Seller only.

7. NO REPRESENTATIONS

- 7.1** The Buyer acknowledges that Seller does not make and has not made any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to:
- 7.1.1** the maintenance or other merchantability, the physical condition or the fitness for a particular purpose of Goods supplied;
- 7.1.2** the engineering, design, fabrication work or any other work or Service (whether gratuitous or for payment) supplied by Seller and/or its agents; or
- 7.1.3** the accuracy or reliability of any information, designs or documents furnished to the Buyer.
- 7.2** The Buyer acknowledges that neither the Seller nor any person acting on behalf of the Seller has made any representation or other inducement to the Buyer to enter into the Terms and Conditions and the Buyer has not entered into these Terms and Conditions in reliance on any representations or inducement except for those representations contained in these Terms and Conditions.

8. PERMITS AND INSPECTIONS

- 8.1** The Buyer shall, at its own expense, apply for and obtain any permits and inspections required for the installation and/or use of the Goods and Services subject to these Terms and Conditions.
- 8.2** The Seller makes no promise or representation that the Goods and Services will conform to any federal, state or local laws ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorised representative of the Seller.

9. INSPECTION AND ACCEPTANCE OF GOODS

- 9.1** The Buyer shall inspect all Goods upon delivery and Services rendered and shall within 24 hours of delivery or inspection give notice to the Seller of any matter or thing by which the Buyer alleges that the Goods and Services are not in accordance with the Buyer's Order. Failing of such notice subject to any non-excludable condition implied by law, such as those in the Competition and Consumer Act 2010 (Cth), the Goods and Services shall be deemed to have been delivered and accepted by the Buyer in good order and condition and the Seller will have no liability whatsoever in relation to the Goods and Services.

10. SHIPMENTS

- 10.1** If Goods are shipped FOB from the Seller's warehouse, risk of loss shall transfer to the Buyer upon tender of Goods to the Buyer, the Buyer's representative, or common carrier.
- 10.2** If the Buyer causes or requests a shipment delay, or if Seller ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by the Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by the Buyer.
- 10.3** Claims for products damaged or lost in transit must be made by the Buyer to the carrier, as the Seller's responsibility ceases upon tender of Goods to the Buyer, the Buyer's representative or common carrier.

11. CHARGES, TAXES AND GOODS & SERVICES TAX ("GST")

- 11.1** The Buyer shall indemnify the Seller in respect of, and must pay, any taxes or stamp duties which are or may become payable in relation to the execution, delivery, registration, performance, release, discharge, variation, enforcement or attempted enforcement of, or otherwise in respect of, any guarantee, charge, mortgage or other security granted by the Buyer or a third party, or by reason of or subsequent to any default in making payment in accordance with the Terms and Conditions of payment applicable from time to time.
- 11.2** If GST is payable as a consequence of any supply made (or deemed to be made) by one Party to the other Party in connection with this Agreement, the Party receiving the supply must pay to the Party making the supply an amount equal to the GST payable in respect of the supply (**GST Amount**), in addition to the amounts otherwise payable.
- 11.3** Notwithstanding any other provision of this Agreement, if either Party is required to reimburse or indemnify the other Party for any cost, expenses or other amounts, the amount to be reimbursed or indemnified must be reduced by any part which is recoverable as an input tax credit by the Party which incurred it (or representative member of that Parties GST group).
- 11.4** Each Party must ensure that each Invoice it presents to the other Party under these Terms and Conditions in respect of any GST Amount is a valid tax Invoice.
- 11.5** Terms used in clause 11 have the same meaning as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

12. SEVERABILITY

- 12.1** These Terms and Conditions shall not be construed against the Party preparing them, but shall be construed as if all Parties jointly prepared them and any uncertainty or ambiguity shall not be interpreted against any one Party. If any clause or part clause of the Terms and Conditions is held to be illegal, invalid or unenforceable under any present or future laws, that clause or part clause shall be severed from these Terms and Conditions, having no force or effect, but all other clauses and parts of clauses shall nevertheless prevail and remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance. No clause or parts of clauses of these Terms and Conditions shall be construed as being dependent upon another clause or part of a clause unless so expressed herein.

13. SET OFF

- 13.1** The Buyer shall not be entitled to set-off, withhold or counter claim with respect to any amounts due to the Buyer against any amount due to the Seller in connection with Terms and Conditions.

14. CHARGING

- 14.1** The Buyer agrees that to secure payment for all monies which may become payable by the Buyer to the Seller under these Terms and Conditions, the Buyer hereby charges for the due and punctual payment and performance, all of the Buyer's legal and equitable interest (both present and future) in real property, personal property, chattels, licences' and securities and the Buyer consents to the Supplier lodging a caveat(s) or other instrument(s) to note such interests.
- 14.2** Without limiting the generality of the charge in this clause, the Buyer agrees, on request by the Seller, to execute any documents and do all things necessary required by the Seller to register a mortgage security over any real property. The Buyer will indemnify the Seller against all costs and expenses incurred by the Seller in connection with the preparation and registration of any such mortgage documents including any stamp duty.

15. TITLE AND RISK

- 15.1** The risk in the Goods passes to the Buyer or its agent on delivery of the Goods in accordance with these Terms and Conditions.
- 15.2** If delivery of the Goods is delayed upon request by the Buyer, or where such delay is caused by the Buyer, risk passes to the Buyer upon the Goods being made available for collection by the Seller or freight forwarder (as the case may be).
- 15.3** In the event that the Buyer is in default in taking delivery, the risk of accidental destruction or deterioration of the Goods passes to the Buyer at the time the Buyer is in default.
- 15.4** Notwithstanding that risk passes to the Buyer under Clause 15, all Goods shall remain the property of the Seller until all monies due to the Seller by the Buyer are paid in full.
- 15.5** Until the Buyer has effected full payment for the Goods and Services and any other Goods or Services supplied by the Seller, the Buyer shall be Bailee of Goods in its possession whose legal title remains with the Seller and;
- 15.5.1** keep these Goods separate from other goods; and
- 15.5.2** label the Goods so that they are identifiable as the goods of the Seller;

With the Seller's consent (which is given on the following conditions), the Buyer is at liberty to sell the Goods, in the ordinary course of the Buyer's business, provided that the money resulting from the sale will:

- (i) be held in a separate account in trust for the Seller;
- (ii) not be mixed with other money; and
- (iii) not be placed into an overdrawn account; and
- (iv) in the event that the Buyer uses the Goods in some manufacturing process of its own or of some third party then the Buyer will hold such part of the proceeds of such manufacturing process as relates to the Goods in trust for the Seller. Such part will be deemed to equal in dollar terms the amount owing by the Buyer to the Seller at the time of receipt of such proceeds.

15.6 The Buyer is not an agent of the Seller in any sale of the Goods by the Buyer.

15.7 If the Buyer:

15.7.1 defaults on any payment due under these Terms and Conditions at any time;

15.7.2 being a natural person, commits an act of bankruptcy;

15.7.3 being a corporation, is subject to:

- (i) a petition being presented, an order being made or a meeting being called to consider a resolution for the Buyer to be wound up, deregistered or dissolved;
- (ii) a receiver, receiver and manager or an administrator under Part 5.3A of the Corporations Act 2001 being appointed to all or any part of the Buyer's property and undertaking;
- (iii) any assignment for the benefit of creditors;

or, the Seller has reasonable grounds to believe that the Goods have been or will be destroyed, damaged, endangered or removed from the Buyer's normal place of business or its normal location;

the Seller may at its absolute discretion:

- (i) terminate any agreement by written notice to the Buyer;
- (ii) withhold delivering further Goods or Services;
- (iii) require payment in advance;
- (iv) require payment of all monies payable by the Buyer whether due then or later, and
- (v) without demand retake possession of the Goods and may without notice sell the Goods on such terms and in such manner as it determines and will be entitled to deduct all expenses incurred.

15.8 All costs of such repossession of Goods by the Seller will be payable by the Buyer. Such rights shall be without prejudice to the Sellers' right to claim damages from the Buyer for breach of contract.

15.9 The Buyer irrevocably authorises and licences the Seller and its servants and agents to enter any premises of the Buyer's where any Goods may be stored without notice at any time, for the purposes of examination or recovery of Goods.

15.10 The Seller is not liable for any damage or injury to any premises caused by the Seller exercising its rights under these Terms and Conditions unless such damage is solely caused by the wilful negligence of the Seller.

15.11 The Buyer shall indemnify the Seller against any loss, expense or damage arising from the Buyer breaching these Terms and Conditions.

15.12 All parts added to Goods by the Buyer will form part of the Goods for the purpose of these Terms and Conditions.

15.13 If the Buyer makes new goods or other goods from or with the Goods the subject of these Terms and Conditions, these new goods are Goods for the purposes of these Terms and Conditions.

16. FORCE MAJEURE

16.1 The Seller shall not be liable for any failure or delay in its obligations and performance under the Terms and Conditions where such failure or delay is wholly or partly due to any cause or circumstances whatsoever beyond the reasonable control of the Seller including but not limited to war, natural disasters, strikes, lockouts, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to hosting suppliers, breakdown of the Seller's plant and/or machinery, theft, vandalism, riots, civil commotions, accidents of any kind or act of terrorism for as long as such obligations and performance are prevented.

17. ASSIGNMENT

17.1 The Buyer may not directly or indirectly assign, transfer or otherwise dispose of any of its rights under or interest in, or any of its obligations or liabilities under, or in connection with, or arising out of, any of these Terms and Condition, except with the prior written consent of the Seller. The Seller agrees that such consent will not be unreasonably withheld.

17.2 The Seller may at any time assign or licence any of its rights under or interest in, or any of its obligations or liabilities under, or in connection with, or arising out of, these Terms and Conditions.

18. WARRANTY

18.1 The Buyer warrants and represents that it has authority to enter into and agree to the Terms and Conditions and that any person signing has been duly authorised to complete and execute this for and behalf of the Buyer.

18.2 The Buyer acknowledges that it has read and understood the above Terms and Conditions and that all Goods and Services are to be supplied in accordance with them. The Buyer accepts the Terms and Conditions under which credit is offered and agrees to be bound by the Terms and Conditions. The Buyer attests to the accuracy of the information provided to the Seller as being true and correct.

19. ADVICE

19.1 Subject to the full extent of these Terms and Conditions, any advice, recommendation, information or assistance provided by the Company in relation to the Goods and Service or their use or application is given in good faith and is believed by the Supplier to be appropriate and reliable.

19.2 Any such advice, recommendation, information or assistance is provided without liability or responsibility on part of the Seller.

20. WAIVER OF RIGHTS

20.1 The Seller's failure to insist upon strict performance, delay or omission of any clause of the Terms and Conditions shall not be deemed to be a waiver of its rights, remedies or powers in respect of any present or future default of the Buyer in performance or compliance of any of Terms and conditions. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

21. INTELLECTUAL PROPERTY

21.1 All present and future Intellectual Property in any Material displayed in store or on the Website is the property of the Seller, its advertisers or third party providers. Unless expressly authorised in writing by the Seller, the Buyer or its agents may not reproduce, adapt, modify, display, perform or distribute any Material or any part of any Material or Intellectual Property. Permission is granted to electronically copy and to print hard copy portions of the Website for the sole purpose of placing an Order with the Company or using the Website as a shopping resource.

21.2 The Buyer acknowledges and agrees that the Seller shall be the sole and exclusive owner of all Intellectual Property, inventions, discoveries, modification innovations, enhancements, improvements, know-how, computer programs, screen displays, integrated circuits, adaptations, documentation, specifications, designs and all other works, articles, concepts or ideas developed, made, written, created, discovered or designed by the Supplier, its employees, agents and Suppliers, in the course of, or for the purposes of, providing Goods and Services (including all samples, drafts, moulds, artwork, designs, film and proofs). This clause does not affect the ownership of pre-existing Intellectual Property which shall continue to belong to its rightful owner, provided that the Buyer will ensure the Seller has the non-exclusive perpetual free right to use same for the purposes of providing Goods and Services to the Buyer.

21.3 The Buyer is not permitted to do any of the following, whether directly or indirectly through another person or entity, without the prior written consent of the Seller:

- (a) reproduce or manufacture, whether for sample purposes or otherwise, any Intellectual Property which belong to the Seller;
- (b) reproduce, copy or display the image of any product of any Intellectual Property rights which belong to the Seller; or
- (c) give away, deal with, or sell any Goods or products containing the intellectual property rights which belong to the Seller.

21.4 The Seller may permit the Buyer to use Material or Intellectual Property licenced by the Seller as part of the provision of Goods and Services. This permission is subject to any conditions which the Seller may impose from time to time.

21.5 The Buyer must return all Intellectual Property and other Materials in which belong to the Seller, on request.

21.6 Each Party retains the ownership over their Intellectual Property; that is, unless otherwise agreed in writing by the Parties.

22. PRIVACY

22.1 The Buyer acknowledges and agrees that the Seller:

22.1.1 May request and obtain a credit report from a credit reporting agency for the purpose of:

- i. Assessing the Buyer's creditworthiness;
- ii. Assessing whether to accept the Buyer in respect of credit provided by the Seller;
- iii. Collecting amounts that are overdue in respect of trade credit provided by the Seller to the Buyer.

22.1.2 May use information obtained from any person, or body carrying on a business or undertaking involving the provision of information about the commercial creditworthiness of persons, that concerns Buyer's commercial activities or commercial creditworthiness, for the purpose of assessing the Buyer's request for credit.

22.1.3 Has received the Buyer's authorisation to obtain any and all information it deems necessary from any source. The Buyer hereby authorises each of the sources listed to supply the Seller with such information necessary to assist in the consideration of creditworthiness of the Buyer.

Buyer Details

Trading Name

Company Name:

Business Address:

A.C.N/A.B.N: _____

Phone: _____ **Email:** _____

In consideration of the Seller providing Goods and Services to the Buyer, I confirm that I am an individual authorised to accept these Terms and Conditions on behalf of the Buyer named above. I have read, understand and agree to the Terms and Conditions as set out herein and that the Buyer is bound by these Terms and Conditions.

Name: _____

Position: _____

Signature: _____

Date: _____

Witnessed by:

Name: _____

Position: _____

Signature: _____

Date: _____