

1. Definitions

- 1.1 “PAP” means Pringles AG Plus Pty Ltd T/A Pringles Crouch, its successors and assigns or any person acting on behalf of and with the authority of Pringles AG Plus Pty Ltd T/A Pringles Crouch.
- 1.2 “Customer” means the person/s buying the Goods (and/or hiring Equipment) 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.
- 1.3 “Goods” means all Goods or Services supplied by PAP 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).
- 1.4 “Equipment” means all Equipment including any accessories supplied on hire or for demonstration purposes by PAP to the Customer (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other document provided by PAP to the Customer.
- 1.5 “Price” means the Price payable for the Goods and/or Equipment hire as agreed between PAP and the Customer in accordance with clause 6 below.

2. Acceptance

- 2.1 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 for or accepts delivery of the Goods/Equipment.
- 2.2 These terms and conditions may only be amended with PAP’s consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and PAP.
- 2.3 If during the provisions of the Services it is discovered that the Services required shall exceed the original estimated and/or quoted cost to which the Customer instructs PAP to cease all Services, then the Customer acknowledges and agrees to indemnify PAP all costs incurred in reassembling the vehicle (including, but not limited to, any new parts required (as some components when removed during the dismantling process often prove not reusable) for the reassemble.
- 2.4 In the event that PAP is to carry out on-site Services in remote areas only to discover upon arrival that the Customer has not provided the correct information pertaining to the equipment for repair which then causes delay in the Services and the need for PAP to revisit the site with the appropriate parts to complete the Services, then PAP reserves the right to charge an additional fee for travel in accordance with clause 6.2.
- 2.5 Once accepted by the Customer, PAP’s written quotation shall be deemed to interpret correctly the Customer’s instructions, whether written or verbal. Where verbal instructions only are received from the Customer due to a variation subject to clause 6.2 then PAP shall not be responsible for errors or omissions due to any oversight or misinterpretation of those instructions.
- 2.6 In the event that PAP is required to provide the Services urgently, that may require PAP’s staff to work outside normal business hours (including but not limited to working, through lunch breaks, weekends and/or Public Holidays) then PAP reserves the right to charge the Customer additional labour costs (penalty rates will apply), unless otherwise agreed between PAP and the Customer.

3. After Hours Call Out Fee

- 3.1 The Customer accepts and acknowledges that an After Hours Call-Out Fee shall mean a fee to be specified on PAP’s quotation for Services provided after hours. After hours shall mean weekends and/or public holidays, and after 5 pm and before 8 am Monday to Friday. As per clause 6.2 this will be treated as a variation and will be payable upon presentation of PAP’s invoice. In the event the vehicle requires transporting, then any fees incurred for such transportation shall be for the Customer’s account.

4. Authorised Representatives

- 4.1 Unless otherwise limited as per clause 4.2 the Customer agrees that should the Customer introduce any third party to PAP as the Customer’s duly authorised representative, that once introduced that person shall have the full authority of the Customer to order any Goods or Services on the Customer’s behalf and/or to request any variation to the Services on the Customer’s behalf (such authority to continue until all requested Services have been completed or the Customer otherwise notifies PAP in writing that said person is no longer the Customer’s duly authorised representative).
- 4.2 In the event that the Customer’s duly authorised representative as per clause 4.1 is to have only limited authority to act on the Customer’s behalf then the Customer must specifically and clearly advise PAP in writing of the parameters of the limited authority granted to their representative.
- 4.3 The Customer specifically acknowledges and accepts that they will be solely liable to PAP for all additional costs incurred by PAP (including PAP’s profit margin) in providing any Services, parts or variation/s requested by the Customer’s duly authorised representative (subject always to the limitations imposed under clause 4.2 (if any)).

5. Change in Control

- 5.1 The Customer shall give PAP 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 number/s, or business practice). The Customer shall be liable for any loss incurred by PAP as a result of the Customer’s failure to comply with this clause.

6. Price and Payment

- 6.1 At PAP’s sole discretion the Price shall be either:

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- (a) as indicated on any invoice provided by PAP to the Customer; or
 - (b) the Price as at the date of delivery of the Goods/Equipment according to PAP's current price list; or
 - (c) PAP's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 6.2 PAP reserves the right to change the Price:
- (a) if a variation to the Goods which are to be supplied is requested; or
 - (b) if a variation to the Services originally scheduled is requested; or
 - (c) where Services are requested outside normal working hours as per clause 3.1; or
 - (d) where additional Services are required as a result of insufficient or incorrect information being supplied by the Customer or due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, hidden faults, vehicle relocation) which are only discovered on commencement of the Services; or
 - (e) in the event of increases to PAP 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) which are beyond PAP's control.
- 6.3 At PAP's sole discretion a non-refundable deposit of twenty percent (20%) may be required.
- 6.4 Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Customer on the date/s determined by PAP, which may be:
- (a) on delivery of the Goods/Equipment;
 - (b) before delivery of the Goods/Equipment;
 - (c) by way of instalments/progress payments in accordance with PAP's payment schedule;
 - (d) fifteen (15) days after End of Month statement date;
 - (e) the date specified on any invoice or other form as being the date for payment; or
 - (f) failing any notice to the contrary, the date which is fourteen (14) days following the date of any invoice given to the Customer by PAP.
- 6.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card excluding AMEX and Diners Club (plus a surcharge of up to two percent (2%) of the Price), or by any other method as agreed to between the Customer and PAP.
- 6.6 Further to clause 15, any discounts applicable to the Price and/or special Prices offered by PAP shall become null and void if payment is not made by the Customer by the due date stated on the invoice and/or statement. The Customer shall instead be required to pay the usual Recommended Retail Price of the Goods.
- 6.7 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to PAP an amount equal to any GST PAP must pay for any supply by PAP under this or any other agreement for the sale of the Goods/hire of the Equipment. 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.
- 7. Delivery of Goods/Equipment**
- 7.1 Delivery ("**Delivery**") of the Goods/Equipment is taken to occur at the time that:
- (a) the Customer or the Customer's nominated carrier takes possession of the Goods/Equipment at PAP's address; or
 - (b) PAP (or PAP's nominated carrier) delivers the Goods/Equipment to the Customer's nominated address even if the Customer is not present at the address.
- 7.2 At PAP's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.
- 7.3 Where PAP is to provide any Services at the Customer's nominated address then the Customer shall be liable for all costs incurred by PAP from the time they depart from, and until they return to, their normal place of work (including, but not limited to, mileage and time calculated at PAP's standard rates and any parts purchased for the Services).
- 7.4 The Customer must take delivery by receipt or collection of the Goods/Equipment whenever either is tendered for delivery. In the event that the Customer is unable to take delivery of the Goods/Equipment as arranged then PAP shall be entitled to charge a reasonable fee for redelivery of the Goods/Equipment and/or the storage of the Goods.
- 7.5 PAP may deliver the Goods/Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 7.6 Any time or date given by PAP to the Customer is an estimate only. The Customer must still accept delivery of the Goods/Equipment even if late and PAP will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.
- 8. Risk**
- 8.1 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.
- 8.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, PAP is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by PAP is sufficient evidence of PAP's rights to receive the insurance proceeds without the need for any person dealing with PAP to make further enquiries.

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- 8.3 If the Customer requests PAP to leave Goods outside PAP'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.
- 8.4 The Customer acknowledges that PAP is only responsible for parts that are replaced by PAP and that in the event that other parts/Goods, subsequently fail, the Customer agrees to indemnify PAP against any loss or damage to the Goods, or caused by the Goods, or any part thereof howsoever arising.
- 8.5 The Customer further acknowledges and accepts that although second hand Goods supplied by PAP shall be serviceable and fit for the purpose, the condition of such Goods may vary. No guarantee is made by PAP as to the condition of the Goods, and any cosmetic repairs shall be the Customer's responsibility and at the Customer's own cost.
- 8.6 In the event that the Customer believes that PAP has damaged the vehicle during the installation process of the parts, the Customer shall within twenty-four (24) hours of delivery (time being of the essence) notify PAP of any alleged defect or damage in accordance with 13.1. If the Customer fails to comply with clause 13.1, the vehicle shall be presumed to be free from any defect or damage.
- 8.7 The Customer accepts that in the event that the Customer's equipment is stored for any period on PAP's premises, it is done so at the Customer's own risk and it shall be the Customer's responsibility to ensure their equipment is insured adequately or at all.
- 8.8 The Customer acknowledges that PAP can only provide its Services on the equipment in its current state as supplied to PAP therefore PAP shall not accept any responsibility for the workmanship of any third party that has worked on a Customer's equipment prior to Services being undertaken by PAP (including, but not limited to, poor maintenance or repairs).
- 8.9 The Customer acknowledges that in the event that PAP is requested by the Customer to perform a temporary repair the Customer accepts that the repair is temporary therefore PAP can offer no guarantee against reoccurrence, effectiveness or further damage.
- 8.10 Where PAP gives advice or recommendations to the Customer in regards to repairs, or the Customer's agent, with specific instructions regarding the repair or use of the Services and such advice or recommendations are not acted upon then PAP shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the repairs. These repairs will be completed at the risk and liability of the Customer.

9. Access

- 9.1 The Customer shall ensure that PAP has clear and free access to at all times to enable them to undertake the Services where PAP is instructed to carry out the Services on-site. PAP shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of PAP.

10. Title To Goods

- 10.1 PAP and the Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid PAP all amounts owing to PAP; and
 - (b) the Customer has met all of its other obligations to PAP.
- 10.2 Receipt by PAP 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.
- 10.3 It is further agreed that:
- (a) until ownership of the Goods passes to the Customer in accordance with clause 10.1 that the Customer is only a bailee of the Goods and must return the Goods to PAP on request.
 - (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for PAP and must pay to PAP 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 PAP and must pay or deliver the proceeds to PAP on demand.
 - (d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of PAP and must sell, dispose of or return the resulting product to PAP as it so directs.
 - (e) the Customer irrevocably authorises PAP to enter any premises where PAP believes the Goods are kept and recover possession of the Goods.
 - (f) PAP 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 PAP.
 - (h) PAP may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

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

- 11.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 11.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods/Equipment that has previously been supplied and that will be supplied in the future by PAP to the Customer.

- 11.3 The Customer undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which PAP may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, PAP for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods/Equipment charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of PAP;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods/Equipment in favour of a third party without the prior written consent of PAP;
 - (e) immediately advise PAP of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.
- 11.4 PAP 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.
- 11.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 11.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 11.7 Unless otherwise agreed to in writing by PAP, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 11.8 The Customer must unconditionally ratify any actions taken by PAP under clauses 11.3 to 11.5.
- 11.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

12. Security and Charge

- 12.1 In consideration of PAP agreeing to supply the Goods/Equipment, 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).
- 12.2 The Customer indemnifies PAP from and against all PAP's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising PAP's rights under this clause.
- 12.3 The Customer irrevocably appoints PAP and each director of PAP as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Customer's behalf.

13. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 13.1 The Customer must inspect the Goods/Equipment on delivery and must within fourteen (14) days of delivery notify PAP in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods/Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow PAP to inspect the Goods/Equipment.
- 13.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 13.3 PAP acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 13.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, PAP makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods/Equipment. PAP's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 13.5 If the Customer is a consumer within the meaning of the CCA, PAP's liability is limited to the extent permitted by section 64A of Schedule 2.
- 13.6 If PAP is required to replace the Goods under this clause or the CCA, but is unable to do so, PAP may refund any money the Customer has paid for the Goods.
- 13.7 If the Customer is not a consumer within the meaning of the CCA, PAP'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 PAP at PAP's sole discretion;
 - (b) limited to any warranty to which PAP is entitled, if PAP did not manufacture the Goods;
 - (c) otherwise negated absolutely.
- 13.8 Subject to this clause 13, returns will only be accepted provided that:
- (a) the Customer has complied with the provisions of clause 13.1; and
 - (b) PAP has agreed that the Goods are defective; and

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- (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.
- 13.9 Notwithstanding clauses 13.1 to 13.8 but subject to the CCA, PAP 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/Equipment;
 - (b) the Customer using the Goods/Equipment for any purpose other than that for which they were designed;
 - (c) the Customer continuing the use of the Goods/Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) the Customer failing to follow any instructions or guidelines provided by PAP;
 - (e) fair wear and tear, any accident, or act of God.
- 13.10 In the case of second hand Goods, unless the Customer is a consumer under the CCA, the Customer acknowledges that it has had full opportunity to inspect the second hand Goods prior to delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by PAP as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Customer acknowledges and agrees that PAP has agreed to provide the Customer with the second hand Goods and calculated the Price of the second hand Goods in reliance of this clause 13.10.
- 13.11 PAP may in its absolute discretion accept non-defective Goods for return in which case PAP 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.
- 13.12 Notwithstanding anything contained in this clause if PAP is required by a law to accept a return then PAP will only accept a return on the conditions imposed by that law.

14. Intellectual Property

- 14.1 Where PAP has designed, drawn or developed Goods/Equipment for the Customer, then the copyright in any designs and drawings and documents shall remain the property of PAP.
- 14.2 The Customer warrants that all designs, specifications or instructions given to PAP will not cause PAP to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify PAP against any action taken by a third party against PAP in respect of any such infringement.
- 14.3 The Customer agrees that PAP may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which PAP has created for the Customer.

15. Default and Consequences of Default

- 15.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at PAP's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 15.2 If the Customer owes PAP any money the Customer shall indemnify PAP from and against all costs and disbursements incurred by PAP in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, PAP's contract default fee, and bank dishonour fees).
- 15.3 Without prejudice to any other remedies PAP may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions PAP may suspend or terminate the supply of Goods/Equipment to the Customer. PAP will not be liable to the Customer for any loss or damage the Customer suffers because PAP has exercised its rights under this clause.
- 15.4 Without prejudice to PAP's other remedies at law PAP shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to PAP shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to PAP becomes overdue, or in PAP's opinion the Customer will be unable to make a payment when it falls due;
 - (b) 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
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
- 15.5 Further to clauses 6.6 and 15.4, any discount, markdown, reduction or special price offered by PAP to the Customer may be withdrawn or cancelled, and the Price shall become PAP's standard Price as at the date of the original sale.

16. Cancellation

- 16.1 PAP may cancel any contract to which these terms and conditions apply or cancel delivery of Goods/Equipment at any time before the Goods/Equipment are due to be delivered by giving written notice to the Customer. On giving such notice PAP shall repay to the Customer any money paid by the Customer for the Goods/Equipment. PAP shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 16.2 In the event that the Customer cancels delivery of the Goods/Equipment the Customer shall be liable for any and all loss incurred (whether direct or indirect) by PAP as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 16.3 Cancellation of orders for Goods/Equipment made to the Customer's specifications, or for non-stocklist items, may, at PAP's sole discretion, be accepted once production has commenced, or an order has been placed.

17. Privacy Act 1988

- 17.1 The Customer agrees for PAP 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 PAP.
- 17.2 The Customer agrees that PAP 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 years.
- 17.3 The Customer consents to PAP being given a consumer credit report to collect overdue payment on commercial credit.
- 17.4 The Customer agrees that personal credit information provided may be used and retained by PAP for the following purposes (and for other agreed purposes or required by):
- (a) the provision of Goods/Equipment; and/or
 - (b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods/Equipment; 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/Equipment.
- 17.5 PAP 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.
- 17.6 The information given to the CRB may include:
- (a) personal information as outlined in 17.1 above;
 - (b) name of the credit provider and that PAP 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 repayments 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 PAP has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of PAP, 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).
- 17.7 The Customer shall have the right to request (by e-mail) from PAP:
- (a) a copy of the information about the Customer retained by PAP and the right to request that PAP correct any incorrect information; and
 - (b) that PAP does not disclose any personal information about the Customer for the purpose of direct marketing.
- 17.8 PAP will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
- 17.9 The Customer can make a privacy complaint by contacting PAP via e-mail. PAP 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 www.oaic.gov.au.

18. Unpaid Seller's Rights

- 18.1 Where the Customer has left any item with PAP for repair, modification, exchange or for PAP to perform any other service in relation to the item and PAP has not received or been tendered the whole of any moneys owing to it by the Customer, PAP shall have, until all moneys owing to PAP 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.
- 18.2 The lien of PAP shall continue despite the commencement of proceedings, or judgment for any moneys owing to PAP having been obtained against the Customer.

19. Demonstration Equipment and Equipment Hire

- 19.1 Equipment shall at all times remain the property of PAP and is returnable on demand by PAP. In the event that Equipment is not returned to PAP in the condition in which it was delivered PAP retains the right to charge the Customer the full cost of repairing the Equipment. In the event that Equipment is not returned at all PAP shall have right to charge the Customer the full cost of replacing the Equipment.

- 19.2 The Customer shall;
- (a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to a lien over the Equipment.
 - (b) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment.
 - (c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by PAP to the Customer.
- 19.3 The Customer accepts full responsibility for the safekeeping of the Equipment and the Customer agrees to insure, or self-insure, PAP's interest in the Equipment and agrees to indemnify PAP against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

20. General

- 20.1 The failure by PAP to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect PAP'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, prejudiced or impaired.
- 20.2 These terms and conditions and any contract to which they apply shall be governed by the laws of South Australia in which PAP has its principal place of business, and are subject to the jurisdiction of the courts in South Australia.
- 20.3 Subject to clause 13 PAP 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 PAP of these terms and conditions (alternatively PAP's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods/Equipment hire).
- 20.4 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 PAP nor to withhold payment of any invoice because part of that invoice is in dispute.
- 20.5 PAP may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 20.6 The Customer agrees that PAP may amend these terms and conditions at any time. If PAP makes a change to these terms and conditions, then that change will take effect from the date on which PAP notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for PAP to provide Goods/Equipment to the Customer.
- 20.7 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.
- 20.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.