The One Stop Truck Doctor – Terms & Conditions of Trade

- Definitions "OSTD" means MJS-Mech Pty Ltd T/A The One Stop Truck Doctor, its successors and assigns or any person acting on behalf of and with the authority of MJS-Mech Pty Ltd T/A The One Stop Truck Doctor. "Client" means the person's ordering the Works/Equipment as specified in any invoice, it and if there is more than one Client is a reference to each Client jointly **1**.
- 1.2
- and "We severally. ks" means all Works provided by OSTD to the Client at the Client's request from time to (and where the context so permits shall include any provision of Parts as hereinafter 1.3
- defined). "Parts" shall mean Parts provided by OSTD to the Client either separately, or as part of the Works (and where the context so permits shall include the provision of Works as defined above). 14
- above). "Equipment" means all Equipment including any accessories supplied on hire by OSTD to the Client (and where the context so permits shall include any supply of Works). The Equipment shall be as described on the invoces, guotation, authority to hire, or any other work authorisation form provided by OSTD to the Client. "Price" means the Price payable for the Works and/or Equipment hire as agreed between OSTD and the Client in accordance with clause 5 below. 15 1.6

2. 2.1

Acceptance The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of any Works/Equipment. These terms and conditions may only be amended with OSTD's consent in writing and shall preval to the extent of any inconsistency with any other document or agreement between the **9**. **9**. 2.2

- **3.** 3.1

Electronic Transactions (Queensland) Act 2001 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.

Change in Control The Client shall give OSTD not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numberis, or business practice). The Client shall be liable for any loss incurred by OSTD as a result of the Client's failure to comply with this clause.

5. 5.1

- OSTD's Price at the date of delivery of the Works/Equipment according to OSTD's current onicialist or
- (d) OSTD
- OSTD (a) if a (b) if a (c) wh 52
- USID's Price at the date of delivery of the Works/Equipment according to OSID's current priceilst or OSID's quotation in writing within thirty (30) days. 9.4 To resorve the right to change the Price: 11 a variation to the Parts/Equipment which are to be supplied is requested; or 9.5 if a variation to the Works or required due to the discovery of hidden or unidentifiable 9.6 difficulties (including, but not limited to, further faults which are found upon disasembly and/or further inspection) which are only discovered on commencement of the Works; or 9.7 in the event of increases to OSID in the Cost of labour or materials which are to be supplied on the Works; or 9.5 in the event of increases to OSID in the Cost of labour or materials which are to be some of the Works; or 9.8 SID's sole discretion a non-dimended dependent member or to the cost of labour or materials which are to be some of the Works; or 9.8 SID's sole discretion a non-dimended dependent member or to the cost of labour or materials which are to be some of the Works; or 9.8 SID's sole discretion a non-dimended dependent member or to the cost of labour or materials which are to be some of the Works; or 9.8 SID's sole discretion a non-dimended dependent member or to the cost of labour or materials which are to be some or some or some of the Works; or 9.8 SID's sole discretion a non-dimended dependent member or to the cost of labour or materials which are to be some or s (d)
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- (-) of the event of increases to OxTD is the cost of labour or materials which are beyond
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 (0) in the event of increases to OSTD in the cost of labour or materials which are beyond
 (0) in the event of increases to OSTD in the cost of labour or materials which are beyond
 (0) on the dust of the Works/Equipment being of the essence, the Price will be payable
 (1) on delivery of the Parts/Equipment, or
 (1) on completion of the Works; or
 (1) on completion of the Works; or
 (2) on completion of the Works; or
 (2) the date specified on any invoice or other form as being the date for payment; or
 (2) fue date specified on any invoice or other form as being the date for payment; or
 (2) fue date specified on any invoice or other form as being the date for payment; or
 (2) failing any notice to the contrary, the date which is thirty (30) days following the date of
 any invoice given to the Client by OSTD.
 Unless otherwise stated the Price does not include GST. In addition to the Price the Client
 Works/Equipment by GSTD. Under this or any other agreement. The Client must pay (SST,
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 Works/Equipment by OSTD under this or any other agreement. The Client must pay (SST,
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 Wintut deduction or set of of any other any contra, at the same time and on the same basis
 as the Client pays the Price. In addition, the Client must pay any other taxes and dutes that
 may be agaled by client or other form as being the date of
 any other agreement. The Client must pay (SST,
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- **6.** 6.1
- Delivery Delivery of the Parts/Equipment is taken to occur at the time that: (a) the Client or the Client's nominated carrier takes possession of the Parts/Equipment at the Client's nominated carrier takes possession of the Parts/Equipment at the Client's (a) the Client or the Client's nominated carrier takes possession or the Parts/Equipment at OSTD's address, or (b) OSTD (or OSTD's nominated carrier) delivers the Parts/Equipment to the Client's 11.3 nominated address even if the Client is not present at the address. At OSTD's sole discretion delivery of the Works shall take place when: 11.4
- 6.2
- 63
- At OSTD's sole discretion delivery of the Works shall take place when: 11.4 (3) OSTD provides the Works at OSTD's address. or (b) OSTD provides the Works at the Client's nominated address. Where OSTD is to provide any Works at the Client's nominated address then the Client shall be liable for all costs incurred by OSTD from the time they depart from, and until they return 11.5 to, their normal place of work (nucliding, but not limited to, mileage and time calculated at OSTDs standard rates and any Parts purchased for the Works). Where OSTD is requested to store the Client's Parts or vehicles are not collected within twenty-four hours of advice to the Client that they are ready for 11.7 to Stole discretion, the cost of delivery is either included in the Price or is in addition to the Price. 6.4 6.5
- to the Price. The Client must take delivery by receipt or collection of the Parts/Equipment whenever either 11.8 66
- The Client must take delivery by receipt or collection of the Parts/Equipment whenever either 11.8 is tendered for delivery. In the event that the Client is unable to take delivery of the Parts/Equipment as arranged then OSTD shall be entitled to charge a reasonable fee for redelivery and/or storage of the Parts/Equipment. Any time or date given by OSTD to the Client is unable to take deliver the WorkS/Equipment for any loss or damage whatsever due to failure by OSTD to deliver the WorkS/Equipment (or any part of them) promptly or at all, where due to circumstances beyond the reasonable control of OSTD. Jowever, both parties, any ethat the wish and lake every endeavour to 11.9 enable the WorkS/Equipment to be delivered at the time and place as was arranged between 1.9 both parties. In the event that IOSTD is unable to deliver the WorkS/Equipment as agreed solely due to any action or inaction of the Client, then OSTD shall be entitled to charge the Client any additional costs incurved by OSTD to deliver the WorkS/Equipment deliver the VorkS/Equipment as agreed solely due to any action or inaction of the Client, then OSTD shall be entitled to charge the Client any additional costs incurved by OSTD is anable to deliver the WorkS/Equipment to deliver the VorkS/Equipment to the VorkS/Equipment to the VorkS/Equipment to the Client Any additional costs incurved by OSTD is as a direct consequence of any resultand delay or rescheduling of delivery. 6.7
- Risk If OSTD retains ownership of the Parts under clause 8 then all risk for the Parts shall immediately pass to the Client on delivery and the Client must insure the Parts on or before 7. 7.1
- Initiationality pass to use other or beneform and the part of the delivery. Notwithstanding the provisions of clause 7.1 if the Client specifically requests OSTD to leave Parts outside OSTD's premises for collection or to deliver the Parts to an unattended location then such materials shall always be left at sole risk of the Client and it shall be the Client's responsibility to ensure the Parts are insured adequately or at all. In the event that such Parts are lost, damaged or destroyed then replacement of the Parts shall be at the Client's evennes. 7.2
- Parts are lost, damaged or destroyed then replacement of the Parts shall be at the Client's expense. The Client acknowledges that OSTD is only responsible for Parts that are replaced by OSTD. 11.11 and that in the event that other components subsequently fail, the Client agrees to indemnify OSTD against any loss or damage to the Parts or the Client's vehicle, or caused by the components, or any part thereof howscever arising. Where OSTD is requested to store the Client's Parts or vehicles, or where Parts or vehicles are not collected within twerth-four hours of advice to the Client is accessories or contents 11.12 while garaged being serviced or being driven in connection with the work authorised unless caused by the negligence of OSTD or OSTD's amplyees. It is the Client's responsibility to ensure that the vehicle is insured against all possible that the Client's responsibility to ensure that the vehicle is neared and other usual risks) whils tobred on OSTD's premises. The vehicle is at all times stored and and/or testing, all costs involved will be charged to the Client's negative of the stored and/or testing, all costs involved will be charged to the Client are preservice or stored and/or testing, all costs involved will be charged to the Client are preserved will be charged to the Client's stored and and/or testing, all costs involved will be charged to the Client are preserved will be charged will be charged to the Client's stored and and/or testing, all costs involved will be charged to the Client are preserved will be charged the there are all the treat and the more areas and the testing and the stored and the testing at costs involved will be charged to the Client's stored and and/or testing, all costs involved will be charged to the Client there durings disastermity the repair goes ahead. 73
- 7.4 7.5
- 7.6
- 7.7
- If a vehicle or component is submitted for repair under a warranty or insurance claim, and the claim is declined or payment delayed, the Client is liable for payment and agrees to pay for any such repair. 7.8
- ball it accurate a portion to explore the supplies or Works on behalf of the Client, the Client If OSTD is requested to organise other supplies or Works on behalf of the Client, the Client agrees to pay the third party supplier on invoice by the due date. The Client acknowledges and agrees that OSTD shall be entitled to: (a) retain any components replaced during the supply of the Works; and (b) retain all proceeds obtained from the sale of such components to any uto recycler or salvage yad. 7.9
- 7.10
- slvage yard. Where the Client engages OSTD to provide Works at the Client's address, the Client shall ensure that OSTD has clear and free access to the work site at all times to enable them to undertake the Works. OSTD 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 regligence of OSTD. 7.11 13.2
- Title to Parts
 13.3

 OSTD and the Client agree that ownership of the Parts shall not pass until:
 13.4

 (a) the Client has paid OSTD all amounts owing to OSTD; and
 10.5

 (b) the Client has paid of its other obligations to OSTD.
 and

 Receipt by OSTD of any form of payment other than cash shall not be deemed to be pay of the train that be the top of the train of the train cash shall not be deemed to be pay of the train that be the top of the train the top of the train of the train the top of the train of the trai 8. 8.1
- 8.2
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- (a) the Client is only a bailee of the Parts and unless the Parts have become fixtures must return the Parts to OSTD on request (b) the Client holds the benefit of the Client's insurance of the Parts on trust for OSTD and must pay to OSTD the proceeds of any insurance in the event of the Parts being lost, 13.5 damaged of destroyed.

- Index per to US UD the proceeds of any insurance in the event of the Parts being lost, damaged or designed.
 (c) the provide of the period the insurance proceeds direct from the insurer without the need for any person dealing with USD to make further enquires.
 (d) the Clinic direct period the period the insurance proceeds direct from the insurer without the need for any person dealing with USD to make further enquires.
 (d) the Clinic function of the parts the the Client must half the proceeds of any such as on the parts on the parts of the parts on the the period to any such as on trust for USD and must pay or deliver the proceeds to USD on demand.
 (e) the Client should not convert or process the Parts or intermix them with other goods but if the Client does so then the Client holds the resulting product to SUB of and for USD and must sell, disposes of or demark the resulting product to USD to a directs.
 (f) unless the Parts have become fixtures the Client truets but to USD to a to directs.
 (g) OSD may recover possession of any Parts in treasmine recover possession of the Parts.
- (g) OSTD may recover possession of any Parts in transit whether or not delivery has
- (h) the
- occurred. the Client shall not charge or grant an encumbrance over the Parts nor grant nor otherwise give away any interest in the Parts while they remain the property of OSTD. OSTD may commence proceedings to recover the Price of the Parts sold notwithstanding that ownership of the Parts has not passed to the Client. (i)

14.3
Personal Property Securities Act 2009 ("PPSA")
In this clause financing statement, financing change statement, security agreement, and
security interest has the meaning given to it by the PPSA.
Upon assenting to these terms and conditions in writing the Client acknowledges and agrees
15.
15.
175.A and creates a security interest in all Parts/Equipment and/or collateral (account) being a monetary obligation of the Client to STD for Works that have previously been
supplied and that will be supplied in the future by OSTD to the Client.
(a) promptly site ato
(b) promptly site ato
(c) promptly is ato
(c) promptly endure to a the documents and/or provide any further information to be complete, accurate and up-to-date in all respects) which OSTD may
reasonably require to:

- (a) promptly sign any turnet occurrents anoun prove any target means the second of the property and the product of the product o

PPSA. Unless otherwise agreed to in writing by OSTD, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA. The Client shall unconditionally ratify any actions taken by OSTD under clauses 9.2 to 9.5. 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.

- Security and Charge In consideration of OSTD agreeing to supply the Works/Equipment, the Client charges all of 16.5 its rights, tille and interest (whether joint or several) in any land, really or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not inflict to, the payment of any money). Including the payment of any money) and against all OSTD's costs and disbursements including the client of its or a solicitor and own client basis incurred in exercising OSTD's rights under this clause.
- under this clause. The Client irrevocably appoints OSTD and each director of OSTD as the Client's true and lawful attorneyls to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Client's behalf.
- The including, but hot imited to, signing any occurrent on the othert's behan. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA) The Client must inspect all Parts/Equipment on delivery (or the Works on completion) and must within seven (7) days of delivery notify OSTD in writing of any evident defectidamage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged detext in the Parts/Works/Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow OSTD to inspect the Parts/Equipment or to review the Works growided. Under applicable State, Territory and Commonwealth Law (ncluding, without limitation the statutory guarantees and warrantes (including, without limitation the Stackuded Quarantees).
- 11.2 statutiony guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees). OSTD acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees. Except as excressly set out in these terms and conditions or in respect of the Non-Excluded

 - exclude the Non-Excluded Guarantees. Except as expressly set out in threes terms and conditions or in respect of the Non-Excluded Guarantees, OSTD makes no warranties or other representations under these terms and 16.8 conditions including but not limited to the quality or suitability of the Parts/WorkSeptupment. OSTD's liability in respect of these warranties is limited to the fullest extent permitted by law. If the Clent is a consumer within the meaning of the C/A, OSTD is liability is limited to the 16.9 (STD are queried to reglace any Parts under this clause or the C/A, but is unable to do so, OSTD any refund any morey the Cleint tasp and for the Parts. If OSTD is required to reglace any Parts under this clause or the C/A, but is unable to do so, OSTD may refund any morey the Cleint tasp and for the Parts. If OSTD is required to result, or exuption of the C/A, OSTD any refund any morey the Cleint has paid for the Works but only to the extent that such refund shall take into account the value of the Parts is: (a) limited to the value of any express warranty or warranty card provided to the Cleint by OSTD as (STD's see decretion; (b) limited to any warranty to which OSTD is entitled, if OSTD did not manufacture the Parts.

 - (b) limited to any warranty to witch OSTD is entitled, if OSTD did not manufacture the Parts;
 (c) otherwise negated absolutely.
 17.2

 Subject to this datase 11, returns will only be accepted provided that:
 (a) otherwise negated absolutely.
 17.2

 Subject to this datase 11, returns will only be accepted provided that:
 (a) the Client has compiled with the provisions of clause 11, 11, and
 10)
 0STD has agreed that the Parts are defective; and
 18.1

 (c) the Parts are returned within a reasonable time at the Client's cost (if that cost is not significant); and
 18.1
 18.1

 (d) the Parts are returned in as close a condition to that in which they were delivered as is possible.
 possible for any detect of damage which may be caused of partly caused by or arise as a result of the Client failing to properly maintain or store any Parts;
 18.2

 (e) the Client continuing to use any Parts after any defect of caparent to a reasonably pudent operator or use;
 18.2

 (f) the Client continuing to use any Parts after any defect became apparent to arbicle and with the Works by the Client or any third party without OSTD's prior approved to the Client continuing to use any Earts after any defect of data the Client or any purpose other than that for which they were designed;

 (d) interference with the Works by the Client or any third party without OSTD's prior approved to a single for any endefore or data the Client or any client to any client to activitient to which the Client or any client to actind the Client Client continuing the single for any client to act

 - (d) interferencia with the Works by the Client or any third party without USIUS pnor approval. (e) the Client failing to follow any instructions or guidelnes provided by OSTD; (f) fair wear and tear, any accident, or act G Gd. In the case of second hand Parts, unless the Client is a consumer under the CCA, the Client 18.3 acknowledges that it has had full opportunity to inspect the second hand Parts prior to delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by OSTD as to the quality or suitability for any purpose and any impled warranty, statutory or otherwise, is expressly excluded. The Client tacknowledges and agrees that OSTD has a greed to provide the Client with the scond hand Parts and calculated the Price of the second hand Parts and clicitated the Price of the second hand Parts and clicitated the Price of the second hand Parts and clicitated the Price of the second hand Parts and clicitated the Price of the second hand Parts and clicitated the Price and the normal anything contained in this clause if OSTD is required by a law to accept a return on the conditions imposed by that law.

 - 19.2
- Intellectual POTO mini weep a rectiment in the contained imposed of winter. Intellectual Portpt Where OSTD has designed, drawn, written plans or a schedule of Works, or created any Pars/Equipment for the Client, then the copyright in all such design, drawings, documents, plans, schedules and products shall remain vested in OSTD, and shall only be used by the Client 40 STD is discretion. The Client warnats that all designs, specifications or instructions given to OSTD will not cause OSTD to infinge any patient, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify OSTD against any action taken by a third party against OSTD in respect of any such infingement. The Client agrees that OSTD may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or Parts/Equipment which OSTD has created for the Client. 19.3 12.3 19.4

- 19.4 Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due. will the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and 19.5 at QSTDs sole discretion such interest shall compound monthly at such a rate) after as well as before any indiment.
- at OSTD's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. 19.6 If the Client owes OSTD any money the Client shall indemnify OSTD from and against all costs and disbursements incurred by OSTD in recovering the detk (Including but not limited to internal administration fees, legal costs on a solicitor and own client basis, OSTD's contract default fee, and bank dischonour fees). Further to any other ights or remedies OSTD may have under this contract, if a Client has 19.7 Client shall be liable for the amount of the reversed transaction is ubsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by OSTD in orchravention to the Client's obligations under this areement.
- agreement. Without prejudice to any other remedies OSTD may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and

Please note that a larger print version of these terms and conditions is available from OSTD on request.

- conditions OSTD may suspend or terminate the supply of Works/Equipment to the Client. OSTD will not be table to the Client for any loss or damage the Client suffers because OSTD has exercised its rights under this dause. Without prejudice to OSTD's, other remedies at law OSTD shall be entitled to cancel ail or any part of any order of the Client which remains untifilied and al amounts owing to OSTD shall, whether or not due for payment, become immediately payable if. (a) any money payable to OSTD becomes overdue, or in OSTD's opinion the Client will be unable to make a payment when it falls due; (b) the Client becomes insolvent or bankrupt, 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 Client or any asset of the Client.

Cancellation OSTD may cancel any contract to which these terms and conditions apply or cancel delivery of Works/Equipment at any time before the Works are commenced (or the Parts/Equipment are due to be delivered) by giving written notice to the Client. On giving such notice OSTD shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to OSTD for Works already performed or Parts/Equipment already provided. OSTD shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Client arounds the delivery of Works/Equipment the Client shall be liable to may and all begins to the client and the the client shall be liable to may and all begins to the delivery of Works/Equipment the Client shall be liable to any and all begins to the delivery of Works/Equipment the Client shall be liable to any and all begins to the delivery of Works/Equipment the Client shall be liable to any and all begins to the delivery of Works/Equipment the Client shall be liable cancellation of orders for Parts/Equipment made to the Client's specifications, or for non-stockist times, will definitely not be accepted once production has commenced, or an order has been placed.

Dispute Resolution if a dispute arises between the parties to this contract, then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Writin fourteen (14) days after service of a notice of dispute. The parties shall conter at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any advisor shall be: (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration:

(b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.
Privacy Act 1988
The Client agrees and control (e.g., name, address, D.O.B., occupation, previous conditing) and the client in relation to control provided and with related body corporates for the following purposes:

(a) to assess an application by the Client, and/or
(b) to notify other credit providers of a default by the Client, and/or
(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers and with related body corporates for the following purposes:
(a) to assess an application by the Client; and/or
(b) to notify other credit providers of a default by the Client, and/or
(c) to exchange information with other credit providers as to the status of this credit account, where the Client is network, and/or there the Client is network, and/or there the Client is network, and/or the preceding the views.
(c) to assess the credit/worthiness of the Client including the Client's repayment history in the precedual redit information provided may be used and retained by OSTD for the following purposes (and for other agreed purposes or required by):
(a) the provision of Works/Equipment, and/or
(b) analysing, verifying and/or checking the Client's credit facilities and/or credit facilities requested by the Client, and/or
(c) analysing, verifying and/or checking the Client's credit facilities and/or redit facilities requested by the Client, and/or
(d) the provision of Works/Equipment, and/or
(e) analysing verifying and/or checking the Client's credit facilities and/or credit facilities requested by the Client, and/or
(f) analysing verifying and/or checking the Client's credit facilities and/or credit facilities and/or credit facilities and/or credit facilities
(f) by

whether the credit provider is a licensee; hype of consumer credit. details concerning the Client's application for credit or commercial credit (e.g. date of commercement/termination of the credit accounts, loan repayments or outstanding advice of consumer credit defaults, overdue accounts, loan repayments or outstanding mories 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 alternatively that the Client ho longer has any overdue accounts and OSTD has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); information that, in the opinion of OSTD, the Client has committed a serious credit infringement;

(g) information that, in the opinion of OSTD, the Client has committed a seriods detuin information that, the amount of the Client's overdue payment is equal to or more than one hundred and fitty dollars (S150). The Client shall have the right to request (by e-mai) from OSTD: (a) a copy of the information about the Client related by OSTD and the right to request that OSTD correct any incorrect information; and (b) that OSTD does not disclose any personal information about the Client for the purpose of direct marketing.

Of direct marketing OSTD will destroy personal information upon the Client'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. The Client can make a privacy complaint by contacting OSTD via e-mail. OSTD will respond to that complaint within seven (1) 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 Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

Unpaid Selier's Rights Where the Client has left any item with OSTD for repair, modification, exchange or for OSTD to perform any other service in relation to the item and OSTD has not received or been tendered the whole of any moneys owing to it by the Client, OSTD shall have, until all moneys owing to OSTD are paid: (a) a lien on the item; and (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. The lien of OSTD shall continue despite the commencement of proceedings, or judgment for any moneys owing to OSTD having been obtained against the Client.

any moneys owing to OSTD having been obtained against the Client. Equipment Shall at all times remain the property of OSTD and is returnable on demand by OSTD. In the event that Equipment is not returned to OSTD in the condition in which it was delivered OSTD retains the night to charge the Client the tuil cost of repaining the Equipment. In the event that Equipment is not returned at all OSTD shall have right to charge the Client the full cost of replanding the Equipment. The kent shall. (b) not alter of make any additions to the Equipment and control and shall not assign the benefit of the Equipment nor he entited to a lain over the Equipment. (c) not alter of make any additions to the Equipment inducing but without limitation altering, make any additions to defacing or ersaing any identifying mark, plate or number on or in the Equipment or nor hence in the Equipment. (c) keep the Equipment, complete with all parts and accessories, clean and in good order a delivered, and shall comply with any maintenance schedule as advised by OSTD to the Client accepts full responsibility for the safekeeping of the Equipment and the Client.

the Client. The Client accepts full responsibility for the safekeeping of the Equipment and agrees to indure of agrees to insure, or self-insure, OSTD's interest in the Equipment and agrees to indemmity OSTD against physical loss or damage induding, 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 anising out of the use of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insure to decline any daim.

Bindline to involve permit an involve to exercise drug version **General** The failure by OSTD to enforce any provision of these terms and conditions shall not be treated as a waiver of that porvision, nor shall it affect OSTD'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. These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland, the state in which OSTD has its principal place of business, and are subject to lause 11 OSTD shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client and/or consequential loss and/or expense (including loss of profit) suffered by the Client and/or consequential loss and/or expense (including loss of profit) suffered by the Client and/or consequential loss and/or expense (including loss of profit) suffered by the Client and/or consequential loss and/or expense (including loss of profit) suffered by the Client and/or consequential loss and/or expense (including loss of profit) suffered by the Client and/or consequential loss and/or expense (including loss of profit) suffered by the Client and/or consequential loss and/or expense (including loss of profit) suffered by the Client and/or consequent on hire). The Client shall be limited to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by OSTD nor to withhold payment of any invoice because out of that Morth and the antified and and any part of its rights and obligations without the <u>Client may leaves on sub-contract</u> and or any part of its rights and obligations without the <u>Client may leaves and be the sub-contract</u> and or any part of its rights and obligations without the

OSID may license of sub-contract all or any part of its ingine and congenuous minuted use. Clearly consent. The Clearl agrees that OSID may amend these terms and conditions at any time. If OSID makes a change to these terms and conditions, then that change will lake effect from the date on which OSID notifies the Clearl of such change. The Clearl will be taken to have accepted such changes if the Clearl of such change. The Clearl will be taken to have Works/Equipment to the Clearl.

Works/Equipment to fire Client. Neither party shall be liable for any default due to any act of God, war, terrorism, sitike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either the Client 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 t

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Dispute Resolution

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