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CENTRAL QUEENSLAND
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CREDIT ACCOUNT APPLICATION

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

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

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Air Conditioning & Refrigeration Parts CQ Pty Ltd T/A Patton Central Queensland which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.**

SIGNED (CUSTOMER): _____ **SIGNED (PCQ):** _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CUSTOMER'S SIGNATURE:

Signed: _____ Name: _____ Date: _____

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

PATTON CENTRAL QLD-TERMS & CONDITIONS OF TRADE

1. Definitions														
1.1 "PCQ" means Air Conditioning & Refrigeration Parts Pty Ltd T/A Patton Central Queensland, its successors and assigns or any person acting on behalf of and with the authority of Air Conditioning & Refrigeration Parts Pty Ltd T/A Patton Central Queensland.	7.5	(d) be damaged or disfigured by impact or scratching. PCQ shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, PCQ accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.	5.0											
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 PCQ 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).	8.1													
1.4 "Equipment" means all equipment including any accessories supplied on hire by PCQ 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 work authorisation form provided by PCQ to the Customer.	2.1	Specifications The Customer acknowledges that: (a) all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in PCQ's or manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by PCQ; (b) while PCQ may have provided information or figures to the Customer regarding the performance of the Goods, the Customer acknowledges that PCQ has given their goods, faith, and are estimates/industry prescribed estimates under optimal operating conditions. The Customer shall be responsible for ensuring that the Goods ordered are suitable for their intended use.	12.5	Goods/Equipment: PCQ's liability in respect of these warranties is limited to the fullest extent permitted by law. If the Customer is a consumer within the meaning of the CCA, PCQ's liability is limited to the extent permitted by section 64A of the CCA. If PCQ is required to replace the Goods under this clause or the CCA, but is unable to do so, PCQ may refund any money the Customer has paid for the Goods. If the Customer is not a consumer within the meaning of the CCA, PCQ's liability for any defect or damage in the Goods is limited to: (a) limited to the value of any express warranty or warranty card provided to the Customer by PCQ at PCQ's sole discretion; (b) limited to any warranty to which PCQ is entitled, if PCQ did not manufacture the Goods; (c) otherwise negated absolutely. Subject to this clause 12, returns will only be accepted provided that: (a) the Customer has complied with the provisions of clause 12.1; and (b) PCQ has agreed that the Goods are defective; and (c) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and (d) the Goods are returned in as close a condition to that in which they were delivered as is possible. Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, PCQ shall not be liable for any defect or damage which may be caused to the Goods by the Customer, or a third party, if: (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 failing to use 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 PCQ; (e) fair wear and tear, any accident, or act of God. PCQ may in its absolute discretion accept non-defective Goods for return in which case PCQ may require the Customer to pay 17% handling fees up to thirty percent (30%) of the value of the returned Goods plus any freight costs. The Customer must first obtain written approval to return the unused and undamaged Goods within fourteen (14) days of delivery. Notwithstanding anything contained in this clause if PCQ is required by a law to accept a return then PCQ will only accept a return on the conditions imposed by that law.	12.6	(a) personal information as outlined in 16.1 above; (b) name of the credit provider and that PCQ 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 71 days or more than sixty (60) days and 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 PCQ has been paid or otherwise discharged and all details surrounding that discharge (e.g. copies of notices or correspondence); (g) information that, in the opinion of PCQ, the Customer has committed a serious credit infringement; (h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150). The Customer shall have the right to request (by e-mail) from PCQ: (a) a copy of the information about the Customer retained by PCQ and the right to request that PCQ correct any incorrect information; and (b) that PCQ does not disclose any personal information about the Customer for the purpose of direct marketing.	12.7	(a) PCQ does not disclose any personal information about the Customer for the purpose of direct marketing unless requested (by e-mail) or if it is no longer required unless it is required to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law. The Customer can make a privacy complaint by contacting PCQ agents or staff or the Privacy Commissioner on the 1300 729 928 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 .	12.8	(a) PCQ does not disclose any personal information about the Customer for the purpose of direct marketing unless requested (by e-mail) or if it is no longer required unless it is required to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law. The Customer can make a privacy complaint by contacting PCQ agents or staff or the Privacy Commissioner on the 1300 729 928 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 .	12.9		16.7	
1.5 "Price" means the Price payable (plus any GST where applicable) for the Goods and/or Equipment hire as agreed between PCQ and the Customer in writing pursuant to clause 12.1 of this Agreement.	2.2													
1.6 "GST" means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999'.	8.2													
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 or accepts delivery of the Goods/Equipment and PCQ confirms this in writing or issues an Invoice/Delivery Docket.	9.1	Title To Goods PCQ and the Customer agree that ownership of the Goods shall not pass until: (a) the Customer has paid PCQ all amounts owing to PCQ; and (b) the Customer has met all of its other obligations to PCQ. Receipt by PCQ of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised. It is further agreed that until ownership of the Goods passes to the Customer in accordance with clause 9.1: (a) the Customer shall not be entitled to demand: (i) the Goods to PCQ on request; (ii) the Customer holds the benefit of the Customer's insurance of the Goods on trust for PCQ and must pay to PCQ the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed; (c) the Customer shall 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 PCQ and must pay or deliver the proceeds to PCQ 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 PCQ as if so directed; (e) the Customer authorises PCQ to enter any premises where PCQ believes the Goods are kept and recover possession of the Goods. (f) PCQ may recover possession of any Goods in transit whether or not delivery has occurred; (g) the Customer cannot charge or grant an encumbrance over the Goods nor grant or otherwise give any interest in the Goods while they remain the property of PCQ; (h) PCQ may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.	12.10	Intellectual Property Where PCQ 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 PCQ. Under no circumstances may such designs, drawings and documents be used without the express written approval of PCQ. The Customer warrants that they do not design, specifications or instructions given to PCQ do not cause PCQ to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify PCQ against any action taken by a third party against PCQ in respect of any such infringement. The Customer agrees that PCQ may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which PCQ has created for the Customer.	12.11									
2.2 The terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and PCQ.	9.2													
2.3 Goods are supplied by PCQ only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Customer's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.	9.3													
2.4 Any advice, recommendation, information, assistance or service provided by PCQ in relation to Goods supplied is given in good faith based on PCQ's own knowledge and experience and shall be accepted without prejudice of PCQ and shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Buyer makes or intends to make of the Goods or Services.														
3. Electronic Transactions (Queensland) Act 2001														
3.1 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.														
4. Change in Control														
4.1 The Customer shall give PCQ 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 name and insurance details) or address, contact phone or fax number(s), or business practice). The Customer shall be liable for any loss incurred by PCQ as a result of the Customer's failure to comply with this clause.														
5. Price and Payment														
5.1 At PCQ's sole discretion the Price shall be ex Store and either: (a) as indicated on any invoice provided by PCQ to the Customer; or (b) the Price as at the date of delivery of the Goods/Equipment according to PCQ's current price list; or (c) PCQ's quotation (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. Quotations shall not be deemed as an offer. PCQ reserves the right to change the Price if a variation to PCQ's quotation is requested. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation in the nature of the work or materials to be supplied, unforeseen circumstances such as limitations to accessing the site, or as a result of any increase to PCQ in the cost of materials (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates) or as a result of any increase in labour and/or insurance charges (labour and labour) will be charged for on the basis of PCQ's quotation and will be shown as variations on the invoice. The Customer shall be required to respond to any variation submitted by PCQ within ten (10) working days. Failure to do so will entitle PCQ to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	10.1	Personal Property Securities Act 2009 ("PPSA") In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to it by the PPSA. Upon entering 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 and/or collateral (account) – being a monetary obligation of the Customer to PCQ for Services – that have previously been supplied and that will be supplied in the future by PCQ to the Customer. The Customer undertakes to: (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which PCQ may reasonably require to: (i) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; (iii) correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(ii); (b) indemnify, and upon demand reimburse, PCQ for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register, establishing by the PPSA or releasing any Goods/Equipment charged thereby; (c) not register a financing charge statement in respect of a security interest without the prior written consent of PCQ; (d) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods/Equipment and/or collateral (account) in favour of a third party without the prior written consent of PCQ; (e) immediately advise PCQ 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. PCQ and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Customer waives their rights to receive notice under sections 95, 118, 121(4), 130, 132(3)(i) and 132(4) of the PPSA. The Customer also waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by PCQ, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Customer may unconditionally ratify any actions taken by PCQ under clauses 10.2 to 10.5. Subject to any express provisions to the contrary (including those contained in this clause 10) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.	10.2	Default and Consequences of Default 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 PCQ's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. The Customer agrees to pay PCQ any money the Customer shall indemnify PCQ from and against all costs and disbursements incurred by PCQ in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own Customer basis, PCQ's contract default fee, and bank dishonour fees). Further to any other rights or remedies PCQ may have under this contract, if a Customer has made payment to PCQ, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by PCQ under this clause 14 where it can be proven that the Customer has made payment in fraud of their obligations in contravention to the Customer's obligations under this agreement. Without prejudice to PCQ's other remedies at law PCQ shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to PCQ shall, whether or not due for payment, become immediately payable if: (a) the Customer fails to pay PCQ the amount of any invoice in PCQ's opinion the Customer will be unable to make a payment when it falls due; (b) the Customer has exceeded any applicable credit limit provided by PCQ; (c) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with its creditors, or makes an assignment for the benefit of its creditors; or (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.	10.3		14.1							
5.2 At PCQ's sole discretion a non-refundable deposit may be required.	10.4													
5.3 Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Customer on the dates determined by PCQ, which may be: (a) on delivery of the Goods/Equipment or completion of the Services; (b) the date specified on any invoice or other form as being the date for payment; or (c) failing any notice to the contrary, the date which is thirty (30) days following the date of the month in which any invoice given to the Customer by PCQ.	10.5													
5.4 Payment may be made by cash, cheque, bank cheque, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and PCQ.	10.6													
5.5 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 PCQ nor to withhold payment of any invoice because part of that invoice is in dispute.	10.7													
5.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to PCQ an amount equal to any GST payable to or for any supplier by PCQ 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.	10.8													
6. Delivery of Goods/Equipment														
6.1 "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 PCQ's address; or (b) PCQ (or PCQ's nominated carrier) delivers the Goods/Equipment to the Customer's nominated address even if the Customer is not present at the address. At PCQ's sole discretion the cost of delivery is in addition to the Price. PCQ shall be entitled to choose the appropriate method of transport. PCQ 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. The Customer's obligation to pay for the Goods/Equipment is an estimate only and PCQ will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Goods/Equipment to be delivered at the time and place as was arranged between both parties. In the event that PCQ is unable to supply the Goods/Equipment as agreed solely due to any action or inaction of the Customer, then PCQ shall be entitled to charge a reasonable fee for delivery and/or storage.	10.9													
6.2 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.	11.1													
6.3 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, PCQ is entitled to recover all insurance proceeds payable for the Goods. The production of these terms and conditions by PCQ is sufficient evidence of PCQ's rights to receive the insurance proceeds without the need for any person dealing with PCQ to make further enquiries.	11.2													
6.4 If the Customer requests PCQ to leave Goods outside PCQ's premises for collection or to deliver Goods to an unauthorised location then such Goods shall be left at the Customer's sole risk. The Customer acknowledges that Goods supplied may: (a) fade or change colour over time; and (b) expand, contract or distort as a result of exposure to heat, cold, weather, air or moisture; and (c) mark or stain if exposed to certain substances; and	11.3													
7. Risk														
7.1 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.	12.1													
7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, PCQ is entitled to recover all insurance proceeds payable for the Goods. The production of these terms and conditions by PCQ is sufficient evidence of PCQ's rights to receive the insurance proceeds without the need for any person dealing with PCQ to make further enquiries.	12.2													
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8. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)														
8.1 The Customer must inspect the Goods/Equipment on delivery and immediately notify PCQ in writing (48 hours of delivery) 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 PCQ to inspect the Goods/Equipment. 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. PCQ acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, PCQ makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the	12.4													
9. Cancellation														
9.1 Without prejudice to any other remedies PCQ may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions, PCQ may suspend or terminate the supply of Goods/Equipment to the Customer. PCQ will not be liable to the Customer for any loss or damage the Customer suffers because PCQ has exercised its rights under this clause. PCQ may cancel any contract to which these terms and conditions apply if the Customer has failed to pay any invoice before the Goods/Equipment are due to be delivered by giving written notice to the Customer. On giving such notice PCQ shall repay to the Customer any money paid by the Customer for the Goods/Equipment. PCQ shall not be liable for any loss or damage whatsoever arising from such cancellation. 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 PCQ as a direct result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for Goods/Equipment made to the Customer's specifications or non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.	12.5													
10. Privacy Act 1988														
10.1 The Customer agrees for PCQ 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 PCQ. The Customer agrees that PCQ may exchange information about the Customer with other 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) exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years. The Customer consents to PCQ being given a consumer credit report to collect, store, use, disclose and share information. The Customer agrees that personal credit information provided may be used and retained by PCQ 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 history and 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. PCQ may give information about the Customer to a CRB for the following purposes: (a) to obtain a consumer credit report; (b) allow the CRB to create or maintain a credit information file about the Customer including credit history. The information given to the CRB may include:	12.6													
11. Force Majeure														
11.1 Where PCQ or the Customer is either wholly or in part is unable by reason of, an Act of God, strike, lockout, or other interference with work, war, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental restraint or embargo, unavailability or delay in availability of Goods, or transport, inability or delay in obtaining government approvals, or any other cause which is not reasonably within the control of the affected party (i.e. a force majeure event), to carry out any obligation under this agreement and: (a) gives the other party prompt notice of that force majeure with full particulars of the probable extent to which it will be unable to perform, or be delayed in performing its obligations under this agreement; and (b) uses all possible diligence to remove that force majeure as soon as possible; then those obligations shall be suspended so far as it is affected by the force majeure event and during its continuance provided that: (a) the obligation to pay money is never excused by force majeure; and (b) the requirement that any force majeure event shall be removed with all possible diligence shall not require the settlement of strikes, lockouts, or other labour disputes, or claims or demands by any government, on terms contrary to the wishes of the party affected.	12.7													
12. General														
12.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, unenforceable, void, or unenforceable, the validity 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 in which PCQ has its principal place of business, and are subject to the jurisdiction of the Queensland Courts. Subject to clause 12.2, PCQ 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 PCQ of these terms and conditions (alternatively PCQ's liability for consequential damages which occur under no circumstances shall exceed the Price of the Goods). Neither party shall assign or sub-contract all or any part of their rights and obligations under this agreement without the written consent of the other party. The Customer agrees that PCQ may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for PCQ to provide Goods to the Customer. Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.	12.8													
13. Unpaid Seller's Rights														
13.1 Where the Customer has left any item with PCQ for repair, modification, exchange or for PCQ to perform any other service in relation to the item and PCQ has not received or been tendered the whole of any monies owing to it by the Customer, PCQ shall have, until all monies owing to it 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.	17.1													
14. Equipment Hire														
14.1 Equipment shall at all times remain the property of PCQ and is returnable on demand by PCQ. In the event that Equipment is not returned to PCQ in the condition in which it was delivered PCQ retains the right to charge the Customer the full cost of repairing the Equipment. In the event that Equipment is not returned at all PCQ shall have the right to charge the Customer the full cost of repair to the Equipment. 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 not limited to any modifications, additions to, defects 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 working order and shall comply with any maintenance schedule as advised by PCQ to the Customer. The Customer accepts full responsibility for the safekeeping of the Equipment and the Customer agrees to insure, or self insure, PCQ's interest in the Equipment and agrees to indemnify PCQ against loss or damage to the equipment 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 allow anyone else to use in such a manner as would permit an insurer to decline any claim.	17.2													
15. Service of Notices														
15.1 Any written notice given under this contract shall be deemed to have been given and received: (a) by sending the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this contract; (c) by sending it by registered post to the address of the other party as stated in this contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission; or (e) if sent by email to the other party's last known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.	17.3													
16. Force Majeure														
16.1 Where PCQ or the Customer is either wholly or in part is unable by reason of, an Act of God, strike, lockout, or other interference with work, war, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental restraint or embargo, unavailability or delay in availability of Goods, or transport, inability or delay in obtaining government approvals, or any other cause which is not reasonably within the control of the affected party (i.e. a force majeure event), to carry out any obligation under this agreement and: (a) gives the other party prompt notice of that force majeure with full particulars of the probable extent to which it will be unable to perform, or be delayed in performing its obligations under this agreement; and (b) uses all possible diligence to remove that force majeure as soon as possible; then those obligations shall be suspended so far as it is affected by the force majeure event and during its continuance provided that: (a) the obligation to pay money is never excused by force majeure; and (b) the requirement that any force majeure event shall be removed with all possible diligence shall not require the settlement of strikes, lockouts, or other labour disputes, or claims or demands by any government, on terms contrary to the wishes of the party affected.	17.4													
17. General														
17.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, unenforceable, void, or unenforceable, the validity 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 in which PCQ has its principal place of business, and are subject to the jurisdiction of the Queensland Courts. Subject to clause 12.2, PCQ 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 PCQ of these terms and conditions (alternatively PCQ's liability for consequential damages which occur under no circumstances shall exceed the Price of the Goods). Neither party shall assign or sub-contract all or any part of their rights and obligations under this agreement without the written consent of the other party. The Customer agrees that PCQ may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for PCQ to provide Goods to the Customer. Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.	17.2													

PLEASE NOTE THAT A LARGER PRINT VERSION OF THESE T & C'S ARE AVAILABLE FROM PCQ ON REQUEST