



## Terms & Conditions of Trade

### 1. Definitions

- 1.1. **'Account'** means the credit account with Integrated Industrial the subject of an Application which Integrated Industrial has opened (or may open) for the Applicant's use.
- 1.2. **'Applicant'** means an individual or other entity that:
  - 1.2.1. makes an Application;
  - 1.2.2. opens an Account; or
  - 1.2.3. receives Goods and/or Services.
- 1.3. **'Application'** means an application by the Applicant to open a credit account with Integrated Industrial.
- 1.4. **'Confidential Information'** means any and all commercially sensitive information relating to Integrated Industrial's business, the Goods and the Services including but not limited to know-how and trade secrets, however it does not include information in the public domain other than as a result of disclosure by the Applicant in breach of its obligations of confidentiality under these terms and conditions.
- 1.5. **'Goods'** means any and all goods provided (or to be provided) by Integrated Industrial to the Applicant or to any third party at the request of or authorised by the Applicant.
- 1.6. **'GST'** means goods and services tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999*.
- 1.7. **'Integrated Industrial'** means Integrated Industrial Pty Ltd ACN 123 184 252.
- 1.8. **'Intellectual Property Rights'** means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property right, anywhere in the world whether or not registered.
- 1.9. **'Loss'** means damage, loss, cost, expense or liability (whether actual or contingent).
- 1.10. **'Services'** means any and all services provided (or to be provided) by Integrated Industrial to the Applicant or to any third party at the request of or authorised by the Applicant.
- 1.11. **'Website'** means each internet site owned by Integrated Industrial including that operating under the URL [www.integratedindustrial.com.au](http://www.integratedindustrial.com.au).

### 2. Application

- 2.1 These Terms and Conditions apply in every case where Integrated Industrial provides Goods or Services of any kind to the Applicant, unless otherwise agreed in writing between Integrated Industrial and the Applicant. Acceptance of Goods or Services by the Applicant is conclusive evidence before any court that these Terms and Conditions (as varied from time to time) apply and are binding on the Applicant.
- 2.2 The terms and conditions of any contract made pursuant to clause 5.1 prevail to the extent that they are inconsistent with these Terms and Conditions. Where no inconsistency arises, the provisions of these Terms and Conditions shall be taken to apply in addition to any terms and conditions expressed in the contract.
- 2.3 Subject to clause 2.2, these Terms and Conditions prevail to the extent that they are inconsistent with any trading terms or other communication provided by the Applicant to Integrated Industrial.

### 3. Credit terms

- 3.1 For the purposes of considering whether to approve the Application and, upon approval of this Application, at any time during the existence and operation of the Account, the Applicant authorises Integrated Industrial to make such enquiries as Integrated Industrial may require to be satisfied as to the creditworthiness of the Applicant. For that purpose, Integrated Industrial may disclose the information in the Application and seek consumer credit information, per Part IIIA of the *Privacy Act 1988* (Cth) (**Privacy Act**). Without limiting the effect of this clause 3.1, Integrated Industrial may make such enquiries with any trade referee named by the Applicant, credit reporting agency or any other relevant third party. The Applicant agrees to provide such signed written authorities, permitting Integrated Industrial to access information pertaining to the Applicant, addressed to the Applicant's banker, or other credit providers, as Integrated Industrial requires from time to time.
- 3.2 Integrated Industrial reserves the right to require, as a condition of the provision of credit, that the Applicant spend a minimum dollar amount per year to obtain Goods or Services from Integrated Industrial.
- 3.3 Integrated Industrial may specify in writing to the Applicant the maximum (GST inclusive) amount that may be charged to the Account over a particular period (**Credit Limit**). The Applicant's Credit Limit is subject to review at any time by Integrated Industrial. Integrated Industrial may, on request in writing by the Applicant, agree in writing to increase or decrease the Credit Limit. The balance of the Account at any one time must not exceed the Credit Limit. The Applicant agrees to immediately pay the amounts charged to the Account for any Goods or Services supplied by Integrated Industrial in excess of the Credit Limit, whether or not demand for payment has been made by Integrated Industrial.

- 3.4 The Applicant acknowledges and agrees that Integrated Industrial may (at any time in its absolute discretion, without notice and without giving any reason) refuse credit to the Applicant and/or suspend or cancel the Account or any credit facilities granted by Integrated Industrial to the Applicant. If Integrated Industrial suspends or cancels the Account under this clause 3.4, the balance of the Account and any amounts owing to Integrated Industrial but not then billed are immediately due and payable by the Applicant to Integrated Industrial.
- 3.5 Integrated Industrial is not responsible for any Loss whatsoever or howsoever caused which the Applicant may suffer as a result of Integrated Industrial refusing to supply the Applicant with any Goods or Services on credit or cancelling or suspending any credit facility granted to the Applicant.
- 3.6 The Applicant is responsible for and agrees to indemnify Integrated Industrial against any unauthorised use of the Account. The Applicant must notify Integrated Industrial in writing of any unauthorised transactions on the Account immediately upon the Applicant becoming aware of them.

#### 4. Terms of Payment

- 4.1 The Applicant must pay to Integrated Industrial the whole amount of any debit balance shown on an invoice or statement issued by Integrated Industrial to the Applicant (**Amount Payable**) no later than thirty (30) days from the date of issue of the invoice or statement, unless otherwise stated by Integrated Industrial.
- 4.2 An Amount Payable by the Applicant under these Terms and Conditions must be paid in Australian Dollars and without deduction, retention or set-off of any kind and for any reason whatsoever.
- 4.3 If the Applicant makes any payment to Integrated Industrial, then Integrated Industrial may apply the payment to satisfy any obligation that the Applicant owes to Integrated Industrial (whether the obligation is unsecured, secured by 'security interest', or secured by 'purchase money security interest'). Further, Integrated Industrial may (a) apply or appropriate the payment in any order, in any manner, and at any time that it (in its absolute discretion) thinks fit, and (b) amend, re-apply or re-appropriate any application or appropriation.
- 4.4 Invoices and statements shall be posted to the Applicant at the address specified by the Applicant for that purpose in the Application (or such other address as the Applicant may notify Integrated Industrial in writing from time to time). This shall be sufficient notice of the amount due under the Account.
- 4.5 Any complaint made by the Applicant that a transaction recorded on the Applicant's tax invoice is incorrect must be advised to Integrated Industrial in writing within seven (7) days of the issue of the tax invoice. If this does not occur, the transactions recorded in the tax invoice shall be taken to be correct. If part of the amount in the tax invoice is in dispute, the Applicant agrees to pay the undisputed amount by its due date for payment.
- 4.6 Notwithstanding clause 4.5, the amount stated in a certificate signed by Integrated Industrial's duly authorised representative or solicitor as being due and payable by the Applicant to Integrated Industrial under these Terms and Conditions is prima facie evidence that such amount is owing.
- 4.7 Where the Applicant has defaulted in its payment obligations under these Terms and Conditions, any amounts owing by the Applicant to Integrated Industrial in connection with the Account may be deducted by Integrated Industrial from any fee payable by Integrated Industrial to the Applicant under any other agreement, contract or arrangement. However, this clause 4.7 does not in any way preclude or otherwise limit the rights of Integrated Industrial to pursue legal recourse in the event of default by the Applicant.

#### 5. Quotations, Orders and Contract

- 5.1 A written quotation issued by Integrated Industrial to the Applicant is an offer to provide Goods and/or Services to the Applicant and will not create any contract for the supply of Goods and/or Services between Integrated Industrial and the Applicant until the Applicant accepts the quotation by written communication to Integrated Industrial or by its conduct in accepting delivery of the Goods or provision of the Services.
- 5.2 Integrated Industrial may withdraw, revoke or vary a written quotation at any time prior to the Applicant accepting the quotation.
- 5.3 A written quotation expires on the date specified as the expiry date. If no expiry date is specified, the written quotation expires 30 days after the date of the written quotation.
- 5.4 Integrated Industrial shall have the right to cancel any contract made pursuant to clause 5.1 including the cancellation of the supply of Goods and/or Services in respect of the same, at any time before the supply of the Goods and/or Services by giving written notice to the Applicant. On giving such notice, Integrated Industrial shall repay to the Applicant any monies paid in respect of the contract. Integrated Industrial shall not be liable for any Loss whatsoever arising from such cancellation.

#### 6. Price

- 6.1 The amount payable by the Applicant to the Customer for the supply of Goods and/or Services is at Integrated Industrial's sole discretion and shall be either:
  - 6.1.1 as indicated on invoices provided by Integrated Industrial in respect of the supply of Goods and/or Services;
  - 6.1.2 Integrated Industrial's current price as at the date of supply according to Integrated Industrial's current prices; or
  - 6.1.3 Integrated Industrial's quoted price provided that the Applicant accepts Integrated Industrial's written quotation within thirty (30) days of the date on the written quotation.
- 6.2 Where in the period between acceptance of a written quotation and the supply of Goods and/or Services, Integrated Industrial incurs an increase in the cost of supplying the Goods and/or Services, Integrated Industrial reserves the right to (at any time prior to supply) increase the quoted price of those Goods and/or Services by the same amount by which Integrated Industrial's costs increase (**Price Escalation**). The Applicant accepts any such Price Escalation.
- 6.3 Integrated Industrial reserves the right to vary the price in the event of a variation to the written quotation.
- 6.4 Integrated Industrial reserves the right to seek a non-refundable deposit from the Applicant, the terms of which to be stated in any written quotation issued by Integrated Industrial to the Applicant.

- 6.5 In addition to the amount payable by the Applicant to Integrated Industrial for the supply of Goods and/or Services, the Applicant will pay to Integrated Industrial any GST or other taxes related to, or arising out of, the supply of the Goods and/or Services by Integrated Industrial and any other taxable supply arising under these Terms and Conditions or the Application.
- 6.6 The Applicant agrees to hold Integrated Industrial fully indemnified with respect to all GST paid or payable by Integrated Industrial in respect of any supply to the Applicant.

## **7. Default and Consequences of Default**

- 7.1 In the event that the Applicant fails to make any payment when due then (without prejudice to the Application of any other provision contained in these Terms and Conditions or to any other remedy provided for by these Terms or Conditions or otherwise):
  - 7.1.1 the Applicant must (on demand) pay to Integrated Industrial interest on the amount of the overdue payment calculated daily at the rate of fifteen percent (15%) per annum from the date payment was due until the date that it is paid in full; and
  - 7.1.2 Integrated Industrial may withhold the supply of Goods and/or Services and may (in addition but without limiting the preceding right) cancel all outstanding orders by the Applicant and retain any payments already made.
- 7.2 No cheque will be treated as payment if dishonoured despite the issue of a receipt. The Applicant will be responsible for any charge or fee issued to Integrated Industrial for any cheques not met on presentation.
- 7.3 The Applicant unconditionally and irrevocably indemnifies Integrated Industrial from and against all costs and disbursements (including, without limitation, legal and/or collection agency costs) incurred by Integrated Industrial in pursuing any outstanding amount or amounts owing by the Applicant to Integrated Industrial which have not been paid by their due date for payment.
- 7.4 Without prejudice to any other remedies Integrated Industrial may have, if at any time the Applicant is in breach of any obligation (including those related to payment) which the Applicant owes to Integrated Industrial, Integrated Industrial may suspend any of its obligations under these Terms and Conditions. Integrated Industrial is not liable to the Applicant for any Loss the Applicant suffers because Integrated Industrial has exercised its rights under this clause 7.4.
- 7.5 Without prejudice to any other remedies which Integrated Industrial may have at law or in equity, Integrated Industrial shall be entitled to cancel all or any part of any order of the Applicant which remains unfulfilled and all amounts owing to Integrated Industrial shall, whether or not due and payable, become immediately payable in the event that:
  - 7.5.1 any money payable by the Applicant to Integrated Industrial becomes overdue, or in Integrated Industrial's opinion the Applicant will be unable to meet its payments as they fall due; or
  - 7.5.2 the Applicant becomes bankrupt, insolvent, convenes a meeting with its creditors or proposes to or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - 7.5.3 a receiver, manager, liquidator (provisional or otherwise), trustee in bankruptcy or similar person is appointed in respect of the Applicant or any asset of the Applicant.

## **8. Limitation of Liability**

- 8.1 To the extent permitted by the law the liability of Integrated Industrial whether in contract or in tort, in respect of all claims for loss, damage or injury in respect of any Goods and/or Services arising from a breach of any of Integrated Industrial's contractual obligations, from any negligence or any act, matter or thing done or permitted to be done by Integrated Industrial, its servants, agents and contractors shall not in the aggregate exceed the amount paid or payable by the Applicant to Integrated Industrial for the Goods and/or Services.
- 8.2 To the extent permitted by law, Integrated Industrial is not liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind whatsoever suffered by the Applicant or its servants, agents or contractors in connection with any Goods and/or Services (including as a result of a breach by Integrated Industrial of these Terms and Conditions) and the Applicant acknowledges this express limit of liability and agrees to limit any claim accordingly.
- 8.3 To the extent permitted by law but except as otherwise provided in these Terms and Conditions, all express and implied warranties and guarantees in respect of the supply of any Goods and/or Services are hereby expressly excluded and Integrated Industrial shall not be liable for loss or damage (including consequential loss or damage) of any kind arising in connection with the supply of any Goods and/or Services.

## **9. Integrated Industrial's Warranty**

- 9.1. The Applicant shall, within seven (7) days of the supply of any Goods and/or Services (time being of the essence), notify Integrated Industrial of any alleged defect, error, omission, shortage in quantity, damage or failure to comply with the description or quotation. The Applicant shall afford Integrated Industrial an opportunity to inspect the alleged defect, error, omission, shortage in quantity, damage or failure to comply within a reasonable time of receiving notification. If the Applicant fails to give notice in accordance with this clause 9.1, the Goods or Services shall be presumed to be free from any defect, error, omission, shortage in quantity, damage or failure to comply.
- 9.2. Goods will not be accepted for return other than in accordance with clause 9.1.

## **10. Indemnity**

- 10.1. The Applicant indemnifies and holds harmless Integrated Industrial, its employees and agents from and against any Loss including, but not limited to:
  - 10.1.1. legal costs and expenses on a solicitor and client basis;
  - 10.1.2. Loss (including consequential loss) in relation to property;
  - 10.1.3. Loss in respect of personal injury, disease, illness or death;
  - 10.1.4. economic Loss; and
  - 10.1.5. Loss in relation to the environment;

caused by a breach by the Applicant of these Terms and Conditions or any other contract between the Applicant and Integrated Industrial, or any wilful, unlawful or negligent act or omission by the Applicant. Integrated Industrial and its employees and agents shall not be held responsible for any Loss suffered by the Applicant (whether by disruption to the Applicant's normal business operation, defect in workmanship or any other reason whatsoever) in relation to the supply of Goods and/or Services by Integrated Industrial if the loss is caused by or arises as a result of such breach, act or omission.

## 11. Rights in Relation to Goods

11.1. The Applicant and Integrated Industrial agree that:

- 11.1.1. Property and ownership (including legal and equitable title) in all Goods sold or otherwise provided by Integrated Industrial to the Applicant remains with Integrated Industrial until all money which the Applicant (now or in future, actually or contingently) owes to Integrated Industrial is paid in full;
- 11.1.2. Risk in the Goods shall pass to the Applicant at the time of delivery. The Applicant shall insure (and keep insured) all Goods on the following conditions until such time as property and ownership (including legal and equitable title) in the Goods passes to the Applicant:
  - 11.1.2.1. The Goods shall be insured for their full insurable or replacement value (whichever is higher); and
  - 11.1.2.2. The Goods shall be insured by an insurer licensed or authorised to conduct the business of insurance in the place where the Goods will be stored.
- 11.1.3. If the Applicant fails to pay for the Goods within the period of credit (if any) extended by Integrated Industrial to the Applicant:
  - 11.1.3.1. The Applicant shall deliver the Goods to Integrated Industrial, when demanded by Integrated Industrial or its agent; or
  - 11.1.3.2. Integrated Industrial may recover possession of the Goods by any necessary means at any site owned, possessed or controlled by the Applicant;
  - 11.1.3.3. The Applicant agrees that Integrated Industrial has an irrevocable licence to exercise its rights under clause 11.1.3;
  - 11.1.3.4. The Applicant shall be liable for all costs associated with the exercise of Integrated Industrial's rights under clause 11, and this liability shall be payable on demand.

11.2. Integrated Industrial and the Applicant agree that, until property and ownership (including legal and equitable title) of the Goods has passed to the Applicant:

- 11.2.1. The Applicant will not supply any of the Goods to any third party outside of its ordinary or usual course of business;
- 11.2.2. The Applicant will not grant or register (or allow any person to have, acquire or register) any 'security interest' (within the meaning of the Personal Property Securities Act 2009 (**PPSA**)) in the Goods;
- 11.2.3. The Applicant will not create any absolute or defeasible interest in the Goods in relation to any third party except as may be authorised by Integrated Industrial;
- 11.2.4. The Applicant must not remove, deface or obliterate any identifying place, mark or number on any of the Goods;
- 11.2.5. Where the Applicant is in actual or constructive possession of the Goods:
  - 11.2.5.1. The Applicant shall hold the Goods as fiduciary bailee and agent for the seller;
  - 11.2.5.2. After giving 48 hours notice to the Applicant, Integrated Industrial shall be entitled to enter upon the Applicant's premises between 9am and 5pm to inspect the Goods;
  - 11.2.5.3. The Applicant will not deliver the Goods, or any document of title to the Goods, to any person except as directed by Integrated Industrial;
  - 11.2.5.4. The Applicant shall store the Goods separately and in a manner that enables the Goods to be identified and cross-referenced to particular invoices issued to the Applicant by Integrated Industrial; and
  - 11.2.5.5. Without limiting the effect of Division 2 of Part 2.4 of the PPSA (Proceeds and Transfer) or any other provision of the PPSA, the proceeds of any Goods sold shall be kept in a separate account and shall not be mixed with any other moneys, including funds of the Applicant.
- 11.2.6. Without limiting the effect of Part 3.3 (Accessions) or Part 3.4 (Processed or Commingled Goods) of the PPSA, the Applicant acknowledges that if it should mix the Goods with other products or items such that the Goods are no longer separately identifiable, then the Applicant and Integrated Industrial shall be owners in common of the new product;
- 11.2.7. The Applicant has no right to claim any interest in the Goods to secure any liquidated debt or obligation Integrated Industrial owes to the Applicant; and
- 11.2.8. The Applicant cannot claim any lien over the Goods.

## 12. The Applicant's Warranty

12.1. The Applicant warrants, represents, guarantees and acknowledges to Integrated Industrial that:

- 12.1.1. All statements made, and documents provided, in connection with the Application and all representations that the Applicant has made or may make during the existence and operation of the Account to Integrated Industrial are true and correct; and
- 12.1.2. The Account is required for the Applicant's business or commercial purposes and will not be used for personal, domestic or household purposes.

### **13. Integrated Industrial's enforcement costs**

- 13.1. The Applicant must pay to Integrated Industrial any amounts reasonably incurred or expended by Integrated Industrial in exercising its rights under or in respect of these Terms and Conditions as a result of any default by the Applicant under these Terms and Conditions or as a result of any of the following circumstances:
  - 13.1.1. Integrated Industrial being induced by fraudulent misrepresentation on the Applicant's part to approve the Application; or
  - 13.1.2. The amount charged to the Applicant's Account exceeding the Credit Limit at any time without the prior written approval of Integrated Industrial; or
  - 13.1.3. Any amount charged to the Account being due and unpaid (amounts disputed in accordance with clause 4.5 are not considered due until the dispute is rectified); or
  - 13.1.4. any change of circumstances, including, without limitation, changes in the Applicant's constitution, ownership, membership, control status or ability to provide security for payments of amounts which have been or are likely to be charged to the Account, making the continued operation of the Account undesirable or unsatisfactory (in Integrated Industrial's opinion); or
  - 13.1.5. The Applicant:
    - 13.1.5.1. Being a company, becoming, threaten or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration; or
    - 13.1.5.2. Being a partnership, dissolving, threatening or resolving to dissolve or being in jeopardy of dissolving; or
    - 13.1.5.3. The Applicant being a natural person, dying; or
  - 13.1.6. The Applicant ceasing or threatening to cease conducting business in the normal manner; or
  - 13.1.7. The Applicant using the Account for any non-commercial purposes including, without limitation, for personal, domestic or household purposes; or
  - 13.1.8. The Applicant otherwise being in default of their obligations under these Terms and Conditions or any contract made thereunder.

### **14. Confidential Information and Privacy Policy**

- 14.1. The Applicant will not, without the prior written approval of Integrated Industrial, disclose Integrated Industrial's Confidential Information.
- 14.2. The Applicant will not be in breach of clause 14.1 to the extent to which it is legally compelled to disclose Integrated Industrial's Confidential Information.
- 14.3. The Applicant must ensure that its employees and agents, and any sub-contractors, do not make public, disclose or use for any purpose other than that expressly permitted by these Terms and Conditions Integrated Industrial's Confidential Information.
- 14.4. Integrated Industrial use the Applicant's Personal Information (as defined in the Privacy Act) only as described in Integrated Industrial's Privacy Policy available on the Website (**Privacy Policy**). For a complete description of how Integrated Industrial uses and protects the Applicant's Personal Information, see the Privacy Policy.

### **15. Intellectual Property**

- 15.1. Nothing in these Terms and Conditions constitutes a transfer of any Intellectual Property Rights. Integrated Industrial reserves all rights not expressly granted to the Applicant.
- 15.2. Integrated Industrial (and its licensors as applicable) own all Intellectual Property Rights in the Website (including text, graphics, logos, icons and sound recordings), the Goods (including in the specification and design), the Services and all material underlying and forming part of the Website, the Goods and/or Services. The Applicant may not reproduce or copy any part of the Website, the Goods and/or Services.

### **16. Website**

- 16.1. When accessing and using the Website, the Applicant must:
  - 16.1.1. not attempt to undermine the security or integrity of Integrated Industrial's computing systems or networks or, where the Website is hosted by a third party, that third party's computing systems or networks;
  - 16.1.2. not use, or misuse, the Website in any way which may impair the functionality of the Website or impair the ability of any other user to use Website;
  - 16.1.3. not attempt to gain unauthorised access to any materials other than those to which the Applicant has been given express permission to access or to the computer system on which the Website is hosted;
  - 16.1.4. not transmit or input into the Website any:
    - 16.1.4.1. files that may damage any other person's computing devices or software;
    - 16.1.4.2. content that may be offensive; or
    - 16.1.4.3. material or data in violation of any law.

### **17. Notice**

- 17.1. Notice served pursuant to these Terms and Conditions or any contract made thereunder may be delivered by post, or by facsimile to:
  - 17.1.1. In the case of the Applicant, at the postal or facsimile address provided in the Application or notified in writing by the Applicant to Integrated Industrial in accordance with this clause 17; or

17.1.2. In the case of Integrated Industrial, at its office as listed in the Application or as notified in writing by Integrated Industrial to the Applicant in accordance with this clause 17.

17.2. Notice is taken to be given:

17.2.1. In the case of ordinary post, the second business day after the day of posting; or

17.2.2. In the case of facsimile, the business day following the date of transmission provided that the sender has received confirmation receipt.

## 18. Assignment

18.1. A party must not assign all or any of its rights under these Terms and Conditions without the prior written consent of the other party.

18.2. Integrated Industrial may licence or sub-contract all or any part of its rights or obligations arising under these Terms and Conditions without the Applicant's consent.

## 19. Personal Property Securities Act 2009 (Cth) (PPSA)

19.1. The Applicant hereby acknowledges that these Terms and Conditions constitute a security agreement which creates a 'purchase money security interest' in favour of Integrated Industrial in respect of the Goods.

19.2. The Applicant acknowledges and agrees that by assenting to these Terms and Conditions the Applicant grants a security interest (including, without limitation, by virtue of clause 11.1.1 of these Terms and Conditions) to Integrated Industrial.

19.3. The Applicant undertakes to:

19.3.1. Sign any further documents and provide any further information (which information the Applicant warrants to be complete, accurate and up-to-date in all respects) which Integrated Industrial may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register (**PPSR**) in respect of any security interest granted by the Applicant to Integrated Industrial (**Security Interest**);

19.3.2. do all other things that Integrated Industrial at any time reasonably requires or considers necessary or desirable to (with respect to any Security Interest), ensure the security interest is enforceable and perfected or enable the enforcement of the security interest by Integrated Industrial;

19.3.3. Not register a financing statement or financing change statement, or make a demand to alter any financing statement pursuant to section 178 of the PPSA, in respect of the Goods without the prior consent of Integrated Industrial;

19.3.4. Pay all costs incurred by Integrated Industrial in registering and maintaining a financing statement (including registering a financing change statement) on the PPSR and/or enforcing or attempting to enforce any security interest created by these Terms and Conditions including executing subordination agreements;

19.3.5. Be responsible for the full costs incurred by Integrated Industrial (including actual legal fees and disbursements on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA; and

19.4. To the full extent permitted by the PPSA and by law, the following apply with respect to each and every security interest granted by the Applicant to Integrated Industrial:

19.4.1. PPSA sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 are excluded and contracted out of;

19.4.2. the Applicant waives all rights under the PPSA to receive any notice (including the right to notice of a 'verification statement' pursuant to PPSA section 157); and

19.4.3. Integrated Industrial need not give to the Applicant any notice required under the PPSA.

19.5. The Applicant agrees that immediately on request by Integrated Industrial the Applicant will procure from any persons considered by Integrated Industrial to be relevant to its security position such agreement and waivers as Integrated Industrial may at any time require.

## 20. General

20.1. Upon acceptance of these Terms and Conditions by the Applicant, these Terms and Conditions become binding and, subject to clause 21, can only be amended with the written consent of Integrated Industrial.

20.2. The Applicant shall give to Integrated Industrial not less than fourteen (14) days prior written notice of any proposed change of ownership of the Applicant or any change to the Applicant's constitution, membership, control status, or the Applicant's name and/or any other change in the Applicant's details including, but not limited to, changes in the Applicant's address, facsimile number or business practice. The Applicant shall be liable for any loss incurred by Integrated Industrial as a result of the Applicant's failure to comply with this clause 20.2.

20.3. If any provision of these Terms and Conditions or their application to any person or circumstance is or becomes invalid or unenforceable, that provision will be taken to be omitted without invalidating or modifying the remaining provisions of these Terms and Conditions which will continue in full force and effect as if the invalid or unenforceable provision had not been included in them.

20.4. These Terms and Conditions and any contract to which they apply shall be governed by the laws of Western Australia and the Applicant irrevocably submits to the exclusive jurisdiction of the Courts of that jurisdiction.

20.5. The Applicant acknowledges that the Applicant has had the opportunity to obtain independent legal advice before accepting these Terms and Conditions.

20.6. The Applicant shall not be entitled to set off against, or deduct from amount payable, any sums owed or claimed to be owed to the Applicant by Integrated Industrial nor to withhold payment of any invoice because part of that invoice is in dispute.

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 failure of Integrated Industrial to enforce any provision of these Terms or Conditions or any provision of any contract made

thereunder shall not be treated as a waiver of that provision, nor shall it affect Integrated Industrial's right to subsequently enforce that provision.

**21. Variation**

- 21.1. Integrated Industrial may vary these Terms and Conditions from time to time.
- 21.2. Integrated Industrial may give notice of any variation of these Terms and Conditions on its website and may (but is not obliged to) notify the Applicant that it has varied these Terms and Conditions in an invoice, statement or other written communication by Integrated Industrial to the Applicant.
- 21.3. If the Applicant continues to deal with and place orders for the supply of Goods with Integrated Industrial after any such notification to the Applicant, the Applicant is taken to have agreed to those Terms and Conditions and to have taken supply of Goods on those varied Terms and Conditions.