



APPLICANTS DETAILS

TRADING NAME: _____

COMPANY NAME (If Applicable): _____

SUBSIDIARY/DIVISION OF (If Applicable): _____

A.C.N. OR BUSINESS REGISTRATION NUMBER: _____

POSTAL ADDRESS: _____

DELIVERY ADDRESS: _____

CONTACT FOR ACCOUNTS: _____ EMAIL ADDRESS FOR ACCOUNTS _____

CONTACT FOR PURCHASES: _____ EMAIL ADDRESS FOR PURCHASING _____

TELEPHONE NO. _____ FACSIMILE NO. _____

MOBILE PH. NO. _____ NATURE OF BUSINESS: _____

DATE COMMENCED: _____ CREDIT AMOUNT REQUIRED MONTHLY: \$ _____

BUSINESS STRUCTURE

SOLE TRADER PRIVATE COMPANY PUBLIC COMPANY TRUST PARTNERSHIP CO-OPERATIVE

BUSINESS PREMISES: OWNED LEASED PRIVATE PREMISES: OWNED LEASED

NAMES AND ADDRESSES OF DIRECTORS/PARTNERS/SOLE TRADERS

FIRST NAME	LAST NAME	ADDRESS

TRADE REFERENCES (3 required - Please do not list businesses providing services)

NAME OF SUPPLIER	ADDRESS/SUBURB ONLY	EMAIL ADDRESS	AVE MONTHLY PURCHASES
			\$
			\$
			\$

PLEASE SEND INVOICE WITH GOODS OR PLEASE EMAIL INVOICES TO THE ABOVE EMAIL ADDRESS

I/We acknowledge that the above information is true and correct and I/We agree to the Terms and Conditions contained in this Credit Application. I/We further acknowledge that the Terms and Conditions may be amended at any time without the notice to me/us.

I/We understand that goods sold to us must be paid for within thirty (30) days from the month in which we are invoiced by BST Group Pty Ltd

SIGNATURE OF AUTHORISED PERSON

PRINT NAME & POSITION HELD

____/____/____
DATE

In Consideration of **BST Group Pty Ltd**(The Company) agreeing to supply the account applicant so named on page 1 ("the customer")

With the goods and/or services on credit, I/we the undersigned Director/s of "the Company" agree with you as follows:

1. _____

(Insert full name)

Of _____

(Insert full address)

2. _____

(Insert full name)

Of _____

(Insert full address)

3. _____

(Insert full name)

Of _____

(Insert full address)

("The Guarantor(s)"), each of whom has requested the Company to provided credit to the Customer and/or has a proprietary interest in the Customer:

1. Guarantees to the Company the due punctual payment by the Customer of all amounts owing by the Customer to the Company.
2. Agrees that the liability of the Guarantor shall not be prejudiced by any waiver or variation of any right by the Company.
3. Agrees that this Guarantee may be enforced against the Guarantor without the Company first having exercised its rights and remedies against the Customer
4. Agrees that the liability of the Guarantor shall not be affected by the obligation of the Customer to pay to the Company the amount of any credit allowed being, wholly or partly, un enforceable, void or voidable
5. Agreed that Guarantor's obligation under this Guarantee shall be a principal obligation
6. Agrees to indemnify the Company against all and any losses and expenses directly or indirectly arising from the Customer's failure to abide with the terms of credit granted to it by the Company.
7. Agrees that this Guarantee shall be a continuing Guarantee and shall be irrevocable with respect to credit allowed to the Customer prior to the Guarantor notifying the Company in writing that it will not guarantee any future credit sales made to the Customer.
8. Agrees that this Guarantee shall be enforceable notwithstanding that the Customer (being a company) is wound up
9. Should the Guarantor be more than one person, each of them agrees to be jointly and severally liable for observing the terms of this Guarantee
10. That in order to give full effect to this guarantee, should "the Company" fail or neglect to pay your lawful demand within 14 days, we declare that you shall be at liberty to proceed against me/us directly as Guarantors as though I/we are the Principal debtor/s and I/we hereby waive any of our rights as sureties which may at any time be inconsistent with the provisions of this my/our guarantee.

11. I/We have read and understood the purported effect and consequences of and obligations created by this guarantee before affixing our signature/s

Dated: this _____ day of _____ 2.....

Signature: _____

Witness Signature: _____

Name (print) _____

Name (print) _____

Signature: _____

Witness Signature: _____

Name (print) _____

Name (print) _____

Signature: _____

Witness Signature: _____

Name (print) _____

Name (print) _____

Signature: _____

Witness Signature: _____

Name (print) _____

Name (print) _____

1. Definitions

1.1 "BST Group Aust Pty Ltd" means BST Group Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of BST Group Pty Ltd.

1.2 "Client" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.

1.3 "Goods" means all Goods or Services supplied by BST Group Pty Ltd to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).

1.4 "Equipment" shall mean all Equipment including any accessories supplied on hire by BST Group Pty Ltd to the Client (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 BST Group Pty Ltd to the Client.

1.5 "Price" means the Price payable for the Goods as agreed between BST Group Pty Ltd and the Client in accordance with clause 4 below.

2. Acceptance

2.1 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 the Goods.

2.2 These terms and conditions may only be amended with BST Group Pty Ltd consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and BST Group Pty Ltd.

3. Change in Control

3.1 The Client shall give BST Group Pty Ltd 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 number/s, or business practice). The Client shall be liable for any loss incurred by BST Group Pty Ltd as a result of the Client's failure to comply with this clause.

4. Price and Payment

4.1 At BST Group Pty Ltd's sole discretion the Price shall be either:

- (a) As indicated on any invoice provided by BST Group Pty Ltd to the Client; or
- (b) The Price as at the date of delivery of the Goods according to BST Group Pty Ltd's current price list; or
- (c) BST Group Pty Ltd's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

4.2 BST Group Pty Ltd reserves the right to change the Price if a variation to BST Group Pty Ltd's quotation is requested. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation as a result of additional works required due to hidden or unidentifiable difficulties, or due to costs incurred in unloading the Goods such as the required use of a crane, or due to fluctuations in the currency exchange rate, or as a result of increases to BST Group Pty Ltd in the cost of materials and labour) will be charged for on the basis of BST Group Pty Ltd's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.

4.3 At BST Group Pty Ltd's sole discretion a non-refundable deposit may be required for purpose built Goods which shall be due and payable within four (4) weeks of placing the order.

4.4 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by BST Group Pty Ltd, which may be:

- (a) on delivery of the Goods;
- (b) before delivery of the Goods;
- (c) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices;
- (d) the date specified on any invoice or other form as being the date for payment; or
- (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by BST GROUSE.

4.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card excluding American Express and Diners Card (plus a surcharge of up to three percent (3%) of the Price), or by any other method as agreed to between the Client and BST Group Pty Ltd.

4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to BST Group Pty Ltd an amount equal to any GST BST Group Pty Ltd must pay for any supply by BST Group Pty Ltd under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, 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 duties that may be applicable in addition to the Price except where they are expressly included in the Price.

5. Delivery of Goods

5.1 The Client must arrange to personally collect the Goods at BST Group Pty Ltd's address or arrange for the Goods to be collected by the Client's nominated carrier service. BST Group Pty Ltd may, on the Client's request, arrange for the Goods to be delivered by BST Group Pty Ltd or BST Group Pty Ltd's nominated carrier service, which will be at the Client's cost and added to the Price.

5.2 Delivery ("Delivery") of the Goods is taken to occur at the time that:

- (a) the Client or the Client's nominated carrier takes possession of the Goods at BST Group Pty Ltd's address; or
- (b) if BST Group Pty Ltd or BST Group Pty Ltd's nominated carrier delivers the Goods, at the time that the Goods are delivered to the Client's nominated address even if the Client is not present at the address.

5.3 The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then BST Group Pty Ltd shall be entitled to charge a reasonable fee for redelivery and/or storage.

5.4 Any time or date given by BST Group Pty Ltd to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and BST Group Pty Ltd will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.

6. Risk

6.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.

6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, BST Group Pty Ltd is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by BST Group Pty Ltd is sufficient evidence of BST Group Pty Ltd's rights to receive the insurance proceeds without the need for any person dealing with BST Group Pty Ltd to make further enquiries.

6.3 If the Client requests BST Group Pty Ltd to leave Goods outside BST Group Pty Ltd's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.

7. Title

7.1 BST Group Pty Ltd and the Client agree that ownership of the Goods shall not pass until:

- (a) the Client has paid BST Group Pty Ltd all amounts owing to BST Group Pty Ltd; and
- (b) the Client has met all of its other obligations to BST Group Pty Ltd.

7.2 Receipt by BST Group Pty Ltd 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.

7.3 It is further agreed that:

- (a) until ownership of the Goods passes to the Client in accordance with clause 7.1 that the Client is only a bailee of the Goods and must return the Goods to BST Group Pty Ltd on request.
- (b) the Client holds the benefit of the Client's insurance of the Goods on trust for BST Group Pty Ltd and must pay to BST Group Pty Ltd the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
- (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for BST Group Pty Ltd and must pay or deliver the proceeds to BST Group Pty Ltd on demand.
- (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of BST Group Pty Ltd and must sell, dispose of or return the resulting product to BST Group Pty Ltd as it so directs.
- (e) the Client irrevocably authorises BST Group Pty Ltd to enter any premises where BST Group Pty Ltd believes the Goods are kept and recover possession of the Goods.
- (f) BST Group Pty Ltd may recover possession of any Goods in transit whether or not delivery has occurred.
- (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of BST Group Pty Ltd.
- (h) BST Group Pty Ltd may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

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

8.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

8.2 Upon assenting to these terms and conditions in writing the Client 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 that have previously been supplied and that will be supplied in the future by BST Group Pty Ltd to the Client.

8.3 The Client 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 BST Group Pty Ltd may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 8.3(a)(i) or 8.3(a)(ii);
- (b) indemnify, and upon demand reimburse, BST Group Pty Ltd for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
- (c) not register a financing change statement in respect of a security interest without the prior written consent of BST Group Pty Ltd;
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of BST Group Pty Ltd;
- (e) immediately advise BST Group Pty Ltd of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

8.4 BST Group Pty Ltd and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

8.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

8.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

8.7 Unless otherwise agreed to in writing by BST Group Pty Ltd, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.

8.8 The Client must unconditionally ratify any actions taken by BST Group Pty Ltd under clauses 8.3 to 8.5.

8.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions the PPSA.

9. Security and Charge

9.1 In consideration of BST Group Pty Ltd agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the 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 limited to, the payment of any money).

9.2 The Client indemnifies BST Group Pty Ltd from and against all BST Group Pty Ltd^{''} costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising BST Group Pty Ltd^{''} rights under this clause.

9.3 The Client irrevocably appoints BST Group Pty Ltd and each director of BST Group Pty Ltd as the Client['] s true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 9 including, but not limited to, signing any document on the Client['] s behalf.

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

10.1 The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify BST Group Pty Ltd in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow BST Group Pty Ltd to inspect the Goods.

10.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).

10.3 BST Group Pty Ltd acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

10.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, BST Group Pty Ltd makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. BST Group Pty Ltd^{''} liability in respect of these warranties is limited to the fullest extent permitted by law.

10.5 If the Client is a consumer within the meaning of the CCA, BST Group Pty Ltd^{''} liability is limited to the extent permitted by section 64A of Schedule 2.

10.6 If BST Group Pty Ltd is required to replace the Goods under this clause or the CCA, but is unable to do so, BST Group Pty Ltd may refund any money the Client has paid for the Goods.

10.7 If the Client is not a consumer within the meaning of the CCA, BST Group Pty Ltd^{''} liability for any defect or damage in the Goods is:

- (a) limited to the value of any express warranty or warranty card provided to the Client by BST Group Pty Ltd in BST Group Pty Ltd^{''} sole discretion;
- (b) limited to any warranty to which BST Group Pty Ltd is entitled, if BST Group Pty Ltd did not manufacture the Goods;
- (c) otherwise negated absolutely.

10.8 Subject to this clause 10, returns will only be accepted provided that:

- (a) the Client has complied with the provisions of clause 10.1; and
- (b) BST Group Pty Ltd has agreed that the Goods are defective; and
- (c) the Goods are returned within a reasonable time at the Client['] 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.

10.9 Notwithstanding clauses 10.1 to 10.8 but subject to the CCA, BST Group Pty Ltd shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

- (a) the Client failing to properly maintain or store any Goods;
- (b) the Client using the Goods for any purpose other than that for which they were designed;
- (c) the Client continuing to use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
- (d) the Client failing to follow any instructions or guidelines provided by BST Group Pty Ltd; or
- (e) fair wear and tear, any accident, or act of God.

10.10 BST Group Pty Ltd may in its absolute discretion accept non-defective Goods (excluding purpose built Goods) for return in which case BST Group Pty Ltd may require the Client to pay handling fees of up to thirty percent (30%) of the value of the returned Goods plus any freight costs.

10.11 Notwithstanding anything contained in this clause if BST Group Pty Ltd is required by a law to accept a return then BST Group Pty Ltd will only accept a return on the conditions imposed by that law.

11. Intellectual Property

11.1 Where BST Group Pty Ltd has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of BST Group Pty Ltd.

11.2 The Client warrants that all designs, specifications or instructions given to BST Group Pty Ltd will not cause BST Group Pty Ltd to infringe any patent, registered design or trademark in the execution of the Client['] s order and the Client agrees to indemnify BST Group Pty Ltd against any action taken by a third party against BST Group Pty Ltd in respect of any such infringement.

11.3 The Client agrees that BST Group Pty Ltd may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which BST Group Pty Ltd has created for the Client.

12. Default and Consequences of Default

12.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at BST Group Pty Ltd^{''} sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

12.2 If the Client owes BST Group Pty Ltd any money the Client shall indemnify BST Group Pty Ltd from and against all costs and disbursements incurred by BST Group Pty Ltd in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, BST Group Pty Ltd^{''} collection agency costs, and bank dishonour fees).

12.3 Without prejudice to any other remedies BST Group Pty Ltd may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions BST Group Pty Ltd may suspend or terminate the supply of Goods to the Client. BST Group Pty Ltd will not be liable to the Client for any loss or damage the Client suffers because BST Group Pty Ltd has exercised its rights under this clause.

12.4 Without prejudice to BST Group Pty Ltd's other remedies at law BST Group Pty Ltd shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to BST Group Pty Ltd shall, whether or not due for payment, become immediately payable if:

- (a) any money payable to BST Group Pty Ltd becomes overdue, or in BST Group Pty Ltd's opinion the Client will be unable to make a payment when it falls due;
- (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

13. Cancellation

13.1 BST Group Pty Ltd may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice BST Group Pty Ltd shall repay to the Client any money paid by the Client for the Goods. BST Group Pty Ltd shall not be liable for any loss or damage whatsoever arising from such cancellation.

13.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by BST Group Pty Ltd as a direct result of the cancellation (including, but not limited to, any loss of profits).

13.3 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

14. Privacy Act 1988

14.1 The Client agrees for BST Group Pty Ltd to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by BST Group Pty Ltd.

14.2 The Client agrees that BST Group Pty Ltd may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency 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/or
- (d) to assess the creditworthiness of the Client.

The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

14.3 The Client consents to BST Group Pty Ltd being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

14.4 The Client agrees that personal credit information provided may be used and retained by BST Group Pty Ltd for the following purposes (and for other purposes as shall be agreed between the Client and BST Group Pty Ltd or required by law from time to time):

- (a) the provision of Goods; and/or
- (b) the marketing of Goods by BST Group Pty Ltd, its agents or distributors; and/or
- (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
- (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.

14.5 BST Group Pty Ltd may give information about the Client to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Client;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

14.6 The information given to the credit reporting agency may include:

- (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
- (b) details concerning the Client's application for credit or commercial credit and the amount requested;
- (c) advice that BST Group Pty Ltd is a current credit provider to the Client;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of BST Group Pty Ltd, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
- (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
- (h) that credit provided to the Client by BST Group Pty Ltd has been paid or otherwise discharged.

15. Unpaid BST Group Pty Ltd's Rights

15.1 Where the Client has left any item with BST Group Pty Ltd for repair, modification, exchange or for BST Group Pty Ltd to perform any other service in relation to the item and BST Group Pty Ltd has not received or been tendered the whole of any moneys owing to it by the Client, BST Group Pty Ltd shall have, until all moneys owing to BST Group Pty Ltd 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.

15.2 The lien of BST Group Pty Ltd shall continue despite the commencement of proceedings, or judgment for any moneys owing to BST Group Pty Ltd having been obtained against the Client.

16. Building and Construction Industry Security of Payments Act 1999

16.1 At BST Group Pty Ltd's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction

Industry Security of Payments Act 1999 may apply.

16.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.

17. Equipment Hire

17.1 The Equipment shall at all times remain the property of BST Group Pty Ltd and is returnable on demand by BST Group Pty Ltd. In the event that the Equipment is not returned to BST Group Pty Ltd in the condition in which it was delivered BST Group Pty Ltd retains the right to charge the Client the full cost of repairing the Equipment. In the event Equipment is not returned at all BST Group Pty Ltd shall have right to charge the Client the full cost of replacing the Equipment.

17.2 The Client shall;

- (a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to lien over the Equipment.
- (b) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment.
- (c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by BST Group Pty Ltd to the Client.

17.3 The Client accepts full responsibility for the safekeeping of the Equipment and the Client agrees to insure, or self-insure, BST Group Pty Ltd's interest in the Equipment and agrees to indemnify BST Group Pty Ltd against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate

Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

18. General

18.1 The failure by BST Group Pty Ltd to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect BST Group Pty Ltd'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.

18.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which BST Group Pty Ltd has its principal place of business, and are subject to the jurisdiction of the courts in that state.

18.3 Subject to clause 10 BST Group Pty Ltd 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 arising out of a breach by BST Group Pty Ltd of these terms and conditions (alternatively BST Group Pty Ltd's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

18.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by BST Group Pty Ltd nor to withhold payment of any invoice because part of that invoice is in dispute.

18.5 BST Group Pty Ltd may license or sub-contract all or any part of its rights and obligations without the Client's consent.

18.6 The Client agrees that BST Group Pty Ltd may amend these terms and conditions at any time. If BST Group Pty Ltd makes a change to these terms and conditions, then that change will take effect from the date on which BST Group Pty Ltd notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for BST Group Pty Ltd to provide Goods to the Client.

18.7 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.

18.8 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 it.

FULL NAME: _____ TITLE: _____

SIGNED AS GUARANTOR: _____ DATE: _____

WITNESSED BY: _____ TITLE: _____