

Terms of Credit

In the following, 'you' means the individual, partnership, or corporation to whom credit may be granted.

'We' and 'us' mean Shred Fast NSW Pty Limited ACN: 119 427 922. We reserve the right to grant or deny the provision of a commercial credit facility in our absolute discretion at all times.

You warrant that the information provided to us is accurate, correct and complete and is supplied for the purpose of obtaining credit on these agreed terms of credit.

By Applying for credit with Shred Fast NSW Pty Ltd, you agree that :

- 1. You will settle your account in full within 14 days.** Any variation must be agreed in writing. Credit facilities may only continue if payment is maintained in accordance with these agreed trading terms.
- 2. You are liable for debt collection, legal costs and interest.** You must pay any dishonoured cheque fees associated with cheques received by us in payment of your account. You must pay any costs of recovery or attempting to recover outstanding fees and charges if your account is in default, including legal costs on a full indemnity basis. If you default in making any payment in accordance with these agreed trading terms, then all monies due to us shall immediately become due and payable. You must pay interest on all overdue amounts, calculated at the Westpac Banking Corporation overdraft rate plus one percent, unless otherwise agreed in writing.
- 3. You will tell us if your details change.** You must tell us in writing if there is any change to the details given on your commercial credit application including but not limited to any change of ownership, alteration or addition to shareholders or directors, and/or any change, alteration or addition to your internal structure and senior management, as soon as practicable and no later than 14 days.
- 4. We may withdraw credit at any time.** We may withdraw your credit, withhold supply, or put your account on hold, at any time and without prior notice in our absolute discretion.
- 5. We may assign our rights.** We may assign our rights under this agreement with or without your prior consent.
- 6. We may change these terms.** We may at any time, change the terms of credit and terms of sale if we give you written notice of the change.
- 7. The account may be closed.** Your account may be closed by you or us on seven days written notice. Your account will be closed without notice if you do not use it for 12 months. You must settle any outstanding amounts at the time your account is closed.
- 8. Governing law.** The parties agree that these terms of credit shall be governed and construed in accordance with the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the Courts of that State.

Terms of Sale

In the following, 'you' means the individual, partnership or corporation to whom goods or services may be supplied.

"We" and "us" mean Shred Fast NSW Pty Limited ACN: 119 427 922.

These terms of sale apply to all purchases of goods and services from us which we may alter at any time. Additional terms of sale apply to specific classes of goods and services. These additional terms of sale may be attached to quotation, estimates price lists and other documents and are also available on request.

By ordering goods or services from us, you agree that –

1. **The Price** will be the price current at the time of delivery plus freight, handling and GST, unless otherwise agreed in writing. All prices are stated in Australian dollars.
2. **Pallets, bins, bags and boxes remain our property.** Ownership of the pallets, bins, bags and boxes is not included in the sale unless prior agreement in writing has been reached for a purchase from us. You agree to be liable to us for any loss or damage which occurs while in your possession, subject to fair wear and tear.
3. **We own the goods until they are paid for.** Goods supplied to you remain our property until we receive payment in full for all amounts you owe to us. If your account is in default we have the right to enter your premises (or the premises of any associated company or agent) to retake possession of the goods, without liability for trespass or damage. If you resell the goods, or if you sell products manufactured using the goods, then you must keep the proceeds of the sale in a separate identifiable account until we have been paid in full.
4. **Goods are at your risk** from the moment of delivery or collection. We are not liable for any claim or loss arising from the loading, transporting or unloading of goods that you collected.
5. **Warranties and representations.** Unless a specific warranty for particular goods is provided to you in writing, we warrant only that goods offered for sale will be generally similar to other goods of the same description. You accept that any particular delivery of goods may vary from goods of the same description displayed, advertised or delivered on a different occasion. To the fullest extent permitted by law, all terms, conditions and warranties, descriptions or representations whether implied by law, trade, custom or otherwise, not expressly provided on these terms of sale, are excluded. To the extent that:
 - a. Any term, condition, or warranty not expressly provided in these terms of sale cannot be excluded due to the provisions of section 68A of the Trade Practices Act 1974 or any other statute and we breach such term, condition or warranty; or

b. You make a claim as provided below and we agree that the goods were damaged or defective at the time of delivery our liability is limited to replacing the goods or crediting you with the purchase price of the goods at our option.

To the fullest extent permitted by law, we will not be liable in any event whether in tort (including negligence), contract or otherwise for any loss of profits or any consequential, indirect or special damage, loss or injury of any kind suffered by you or any other person.

6. Delivery. We will deliver the goods or pick up shredded waste paper to the delivery address shown on your order. We will unload the goods at curbside adjacent to the delivery address unless;

a. You ask us to unload the goods or pick up shredded waste paper elsewhere, and

b. You provide council-approved crossings over kerbs and footpaths, and

c. The carrier is satisfied that access is safe and reasonable. We may charge waiting time if the carrier is delayed at your site for more than one hour for reasons beyond the carrier's control.

You will be responsible for the provision of free and suitable access to and from the delivery site and for ensuring suitable ground conditions for the delivery, placement and removal of the goods. You indemnify us and our carrier against any claim for damages resulting from the entry of the carrier's vehicle onto the delivery site.

We will endeavor to deliver or pick-up on the agreed delivery dates but we will not be liable for any delay or failure in delivery or pick-up.

7. Claims. We will consider a claim for credit if the claim relates to:

a. An error on our part in delivery or invoicing. We are not liable for any loss or damage you suffer as a result of our failure or delay in performing the contract due to reasons beyond our control.

8. Security. By accepting these terms of sale you now charge all real property in which you now or in future have any title or interest with the payment of all money which shall be owing by you to us from time to time and you now consent to the lodging by us of a caveat or caveats which note our interest in that real property.

9. Waiver: If at any time we do not enforce any of these terms or grant you time or other indulgence we will not be construed as having waived that term or its rights to later enforce that or any other term.

10. Severability: If any portion of these terms is deemed to be invalid, illegal or unenforceable the remaining provisions shall remain in full force and effect.

11. Governing law. The parties agree that these terms of sale shall be governed and construed in accordance with the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the Courts of that State.