1. Definitions

1. 1.1 "Seller" shall mean Inspired Living Developments Pty Ltd ATF JD Family Trust T/A Polyline Industries and its successors and assigns.
2. 1.2 "Buyer" shall mean the Buyer or any person acting on behalf of and with the authority of the Buyer.

1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Buyer on a principal debtor basis.

1.4 "Goods" shall mean any products supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined).

1.5 "Services" shall mean all services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

1.6 "Price" shall mean the cost of the Goods as agreed between the Seller and the Buyer subject to clause 4 of this contract.

2. Acceptance

2.1 Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer's acceptance Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.

2.2 Where more than one Buyer has entered into this agreement, the Buyer's shall be jointly and severally liable for all payments of the Price.

2.3 Upon acceptance of these terms and conditions by the Buyer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the Director of the Seller.

2.4 None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the Director of the Seller in writing nor is the Seller bound by any such unauthorised statements.

2.5 The Buyer undertakes to give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Buyer's name and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's address, facsimile number, or business practice).

3. Goods

3.1 The Goods are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by the Seller to the Buyer.

4. Price And Payment

4.1 At the Seller's sole discretion;

(a) The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or

(b) The Price shall be the Seller's current Price, at the date of completion or partial completion, of the Goods, according to the Seller's current Price list; or

(c) The Price of the Goods shall (subject to clause 4.2) be the Seller's quoted Price which shall be binding upon the Seller provided that the Buyer shall accept in writing the Seller's quotation within thirty (30) days.

4.2 Any variation from the plan of scheduled works or specifications will be charged for on the basis of the Seller's additional quotation, or notification of an additional Price, and will be shown as variations on the invoice or invoiced separately. Payment for all variations must be made in full at their time of completion.

4.3 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms of the Seller. If no time is stated then payment shall be on completion, or part completion, of the Goods.

4.4 At the Seller's sole discretion, payment for approved Buyers shall be due net 7 days from the date of the invoice, or as per contracted trading terms.

4.5 At the Seller's sole discretion, payment for approved Buyers shall be in increments, including a commencement payment and progress payments, as stated on the invoice, quotation or any other order forms on of the Seller.

4.6 Payment will be made by cash on collection, or by cheque, or by bank cheque, or by direct credit, or by electronic funds transfer, or by any other method as agreed to between the Buyer and the Seller.

4.7 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

4.8 The Seller reserves the right to review any pricing and amend, as required, subject to providing the Buyer 14 days notice in writing of the amendment.

5. Delivery Of Goods / Services

5.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to arrange a delivery carrier and to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Buyer at the Seller's address.

5.2 Delivery of the Goods to a carrier, either named by the Buyer or failing such naming, to a carrier, at the discretion of the Seller, for the purpose of transmission to the Buyer, is deemed to be a delivery of the Goods to the Buyer.

5.3 There is no agreement that the Seller shall send the Goods to the Buyer, delivery to a carrier at limited carrier's risk at the expense of the Buyer is deemed to be delivery to the Buyer.

5.4 Goods delivered to site shall be at the Buyer's risk and will be deemed to be delivered upon collection by the carrier from the Seller's address.

5.5 All costs, including but not limited to insurances on the Goods, are the sole responsibility of the Buyer, even when clause 5.2 is applied.

5.6 The Seller shall not be liable for any loss or damage whatever due to failure by the carrier to deliver the Goods (or any of them promptly or at all).

5.7 The Seller shall not be liable for any loss or damage of the Goods whatever during loading, delivery or upon receipt of the Goods, or incurred by the carrier, or their agent, or the Buyer, or their agent.

5.8 The Seller is not liable for any loss or damage of the Goods whatever upon collection from the Seller's premises.

6. Risk

6.1 If the Seller retains property in the Goods nonetheless, all risk for the Goods passes to the Buyer on collection.

6.2 If any of the Goods are damaged or destroyed prior to collection to the Buyer, the Seller is entitled, without prejudice to any of its other rights or remedies under these Terms and Conditions of Trade (including the right to receive payment in full of the Price for the Goods), to receive all insurance proceeds payable for the Goods. This applies whether or not the Price has become payable under the Contract. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

7. **Buyer's Disclaimer**

7.1 The Buyer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Buyer acknowledges that he buys the Goods relying solely upon his own skill and judgement and that the Seller shall not be bound by, nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Buyer and shall not be transferable to any subsequent Buyer.

8. **Defect/Returns**

8.1 The Buyer shall inspect the Goods on delivery and shall within forty eight (48) hours of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions, the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.

8.2 For defective Goods, which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods provided that:

(a) the Buyer has complied with the provisions of clause 8.1;

(b) the Goods are returned at the Buyer's cost within fourteen (14) days of the delivery date;
(c) the Seller will not be liable for Goods which have not been stored or used in a proper manner;
(d) the Goods are returned in the condition in which they were collected and with all packaging material, documentation and instruction material in as new condition as is reasonably possible in the circumstances.

8.3 The Seller may (in its discretion) accept the Goods for credit but this may incur a handling fee of 10% of the value of the returned Goods.

8.4 Goods made to special order, Buyer specification or non-catalogue items are under no circumstances acceptable for credit or return. Cancellation of orders for special or non-catalogue items will definitely not be accepted, once these orders are in production.

9. Polyline Warranty

9.1 Nothing in this clause 9 affects the Buyer's rights under the Australian Consumer Law. The benefits to the Buyer under the Polyline Warranty are in addition to the rights and remedies of the Buyer under any Consumer Guarantees.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

9.2 If the Seller is not the actual or the deemed manufacturer of the Goods under the Australian Consumer Law, then the warranty of the actual manufacturer of the Goods is the only warranty given to the Buyer in respect of the Goods and this clause 9 does not apply.

9.3 Subject to clauses 9.1 and 9.2, the Seller warrants that the Goods will be free of manufacturing defects and will perform to the clauses that follow.

9.4 The benefit of the Polyline Warranty extends only to the owner of the property in which the Goods are installed (Owner) for the duration of the Warranty Period.

9.5 The Polyline Warranty commences on the date of collection of the Goods and continues for the benefit of the Owner for the applicable Warranty Period.

9.6 If, within the Warranty Period, a manufacturing defect affecting the use of the Goods is discovered in the Goods or the Goods fail to perform to the Seller's specifications as a result of some defect in material or workmanship in the Goods (Defect) then the Seller will, at its option, repair or replace the Goods at the cost of the Seller (excluding costs of de-installation, re-installation, delivery and testing including but not limited to labour and travel costs) or refund, or credit, the purchase price paid by the Owner. Goods repaired or replaced under the Polyline Warranty will be warranted for the remainder of the Warranty Period.

9.7 The Polyline Warranty will not apply to Goods:

9.7.1 installed, repaired or maintained by any person other than a qualified tradesperson; or

9.7.2 subjected to misuse, neglect, negligence, accidental damage or act of God (including but not limited to damage caused by fire or flood); or

9.7.3 operated in any way contrary to any operating or maintenance instructions, quote or order form; or

9.7.4 improperly handled, installed or maintained; or

9.7.5 altered or modified prior to or after installation; or

9.7.6 used after any Defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or

9.7.7 exposed to any operating circumstances that could cause damage (including but not limited to damage caused to external surfaces, joins or seams); or

9.7.8 removed and reinstalled at another site; or

9.7.9 fitted with any non-genuine spare part; or

9.7.10 hired to any person; or

9.7.11 damaged as a result of faulty or incorrect Storage.

9.8 The Polyline Warranty does not apply to:

9.8.1 faulty or defective design of Goods unless the Seller has designed the Goods and the Seller expressly accepts responsibility for such design in writing; or

9.8.2 fair wear and tear of Goods: or

9.8.3 discolouration to any plastic components; or

9.8.4 any liability arising out of, or in any way connected with, the failure of any light vehicle armour Goods, to fulfil a particular purpose or intended function or to meet a particular level of performance, where the Seller has expressly or impliedly warranted or represented that the light vehicle armour Goods or work completed will cure, alleviate, prevent, eliminate, detect, monitor or retard Personal Injury or Property Damage or meet such level of performance.

9.9 In order to make a claim under the Polyline Warranty, the Owner must return the Goods to the Sellers premises, at the Owners sole expense.

9.10 Locations of the Seller's premises can be obtained by:

9.10.1 visiting www.polyline.com.au; or

9.10.2 writing to the Seller's premises at 55 Cutler Road, Jandakot, WA 6164.

9.11 The Seller will examine any returned Goods and if the Seller determines that there is an apparent defect through no fault of the Owner, their carrier, or their agent, and are otherwise undamaged, the Seller will:

9.11.1 record details of the apparent defect;

9.11.2 take possession of the returned Goods and determine within a reasonable time of return whether the returned Goods are defective;

9.11.3 notify the Owner within a reasonable time of return whether it accepts or rejects the return of the Goods; and

9.11.4 if the Seller accepts the return of the Goods, repair or replace the Goods or refund, or credit, the purchase price in accordance with the Polyline Warranty.

9.12 The Seller will not accept any returned Goods which have not been returned strictly in accordance with the Polyline Warranty.

9.13 The Owner will be responsible for all costs of returning the Goods to the Seller and for collection or re-delivery of the Goods (whether original or repaired and/or replacement Goods) by the Seller and any other expenses of the Owner in claiming under the Polyline Warranty.

9.14 The Seller will not be responsible for:

9.14.1 any loss or damage to the Goods occurring while the Goods are in transit (either on return to the Seller or upon redelivery to the Owner of the original or repaired and/or replacement Goods); or

9.14.2 any loss or damage caused by any delay assessing the Owner's claim; or

9.14.3 any loss or damage caused by any delay repairing or replacing any Goods.

9.15 The Seller is not liable for any guarantee, warranty or representation as to the quality, performance, and fitness for purpose or otherwise of any Goods unless expressed in writing and signed by the Director of the Seller and any such warranty or representation is limited to its express terms.

9.16 None of the Implied Terms apply to any Contract except to the extent that they cannot be lawfully excluded.

9.17 The Seller's liability for breach of any Contract or for breach of any Implied Terms which by force of law cannot be excluded from applying to any Contract is limited at the option of the Seller to repairing or replacing Goods which have been found defective or paying the cost of repairing or replacing Goods which have been found defective.

9.18 The Seller is not liable in tort for any loss or damage suffered by the Buyer or by any third party.

9.19 In no circumstance is the Seller liable to the Buyer, or to any third party, for any loss of profits, loss of anticipated savings, economic loss or interruption of business, or for any indirect or consequential loss (Consequential Loss) arising out of the late delivery of Goods or any breach of the Seller's obligations under any Contract or Implied Terms and the Buyer will keep the Seller fully indemnified against any claim made against the Seller for any Consequential Loss.

9.20 In no circumstance is the Seller liable to the Buyer or to any third party for any costs incurred in providing safe access to the Goods.

9.21 For the purposes of this clause 9:

9.21.1 Australian Consumer Law means the law as set out in Schedule 2 of the Competition and Consumer Act 2010;

9.21.2 Contract means any contract for the sale and purchase of the Goods evidenced by acceptance of any order from the Buyer by the Seller;

9.21.3 Consumer means a "consumer" as that term is defined in Section 3 of the Australian Consumer Law;

9.21.4 Consumer Contract means a contract for the purchase of Goods by the Buyer as a Consumer;

9.21.5 Consumer Guarantees means the guarantees under the Australian Consumer Law;

9.21.6 Implied Terms means any guarantees, conditions, warranties or other terms implied by any Australian Commonwealth, State or Territory laws (excluding the Australian Consumer Law), or the laws of any other jurisdiction;

9.21.7 Owner has the meaning set out in clause 9.4;

9.21.8 Polyline Warranty means the warranty in clauses 9.3 to 9.8; and

9.21.9 Warranty Period.

(a) in relation to ducting, a period of 2 years for commercial applications;

(b) in relation to plastic components, a period of 1 year for commercial applications;

10. Competition and Consumer Act 2010 and Fair Trading Acts

10.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Competition and Consumer Act 2010 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts, where applicable.

11. Intellectual Property

11.1 Where the Seller has designed or drawn Goods for the Buyer, then the copyright in those designs and drawings shall remain vested in the Seller and shall only be used by the Buyer at the Seller's discretion.

11.2 Conversely, in such a situation, where the Buyer has supplied drawings, the Seller in its sale conditions may look for an indemnity (the specifications and design of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties, be the property of the Seller).

11.3 Where any designs or specifications have been supplied by the Buyer for manufacture, by or to the order of the Seller then the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.

11.4 The Buyer warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Buyer's order.

12. Default & Consequences of Default

12.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month, or part calendar month, and shall accrue at such a rate after as well as before any judgement.

12.2 If the Buyer defaults in payment of any invoice when due the Buyer shall indemnify the Seller from and against all the Seller's costs and disbursements on a solicitor and own client basis and in addition all of the Seller's nominees costs of collection. The Buyer's indemnity to the Seller extends to administrative, collection and solicitor fees (on a solicitor and own client basis) that are incurred by the Seller or will be incurred by the Seller in preserving and/or enforcing its rights under the Personal Property Securities Act 2009 ("PPSA").

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

12.4 In the event that:

(a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or

(b) the Buyer 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 Buyer or any asset of the Buyer; then without prejudice to the Seller's other remedies at law:

(i) the Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies; and

(ii) all amounts owing to the Seller shall, whether or not due for payment, immediately become payable.

13. Title & Personal Property Securities Act 2009 ("PPSA")

13.1 It is the intention of the Seller and agreed by the Buyer that property in the Goods shall not pass until:

(a) the Buyer has paid all amounts owing for the Goods, and

(b) the Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.

13.2 Possession of the Goods is transferred to the Buyer by the Seller on the basis that the Seller retains a purchase money security interest (pursuant to the PPSA) in the Goods and its proceeds.

13.3 The Buyer undertakes to:

(a) provide any further documents and/or provide further information, such information to be complete, accurate and up-to-date in all respects which the Seller may reasonably require to register a financing statement or financing charge statement on the PPSA register;

(b) indemnify, and upon demand, reimburse the Seller for all expenses incurred in registering a financing statement or financing change statement on the PPSA register;

(c) give the Seller not less than 14 days prior written notice of any proposed change in the Buyer's details, including but not limited to, changes in address, company name and/or contact details.

13.4 Unless otherwise agreed to by the Seller in writing, the Buyer, nor the Seller, shall disclose to an interested person information pertaining to the Seller's purchase money security interest.

13.5 The Buyer waives its right to receive a verification statement under section 157 of the PPSA.

13.6 The Buyer agrees, pursuant to section 115 of the PPSA and to the fullest extent permitted by law, that it shall have no rights to receive:

(a) a notice of removal of accession;

(b) a notice of enforcing decisions in accordance with land law decisions;

(c) a notice of disposal of collateral;

(d) a statement of account where there is no disposal of collateral;

(e) a notice of retention of collateral.

13.7 The parties agree that these Terms & Conditions of Trade constitute a security agreement for the purposes of the PPSA.

13.8 It is further agreed, without prejudice to the Seller's rights under the PPSA, that:

(a) until such time as ownership of the Goods shall pass from the Seller to the Buyer the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease;

(b) if the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods

are situated and take possession of the Goods, without being responsible for any damage thereby caused.

(c) The Buyer is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Buyer shall hold any proceeds from the sale or disposal of the Goods on trust for the Seller.

(d) The Buyer shall not deal with the money of the Seller in any way which may be adverse to the Seller.

(e) Receipt by the Seller 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 and until then the Seller's ownership of rights in respect of the Goods shall continue.

(f) The Buyer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller.

(g) The Seller may require payment of the Price or the balance of the Price due together with any other amounts due from the Buyer to the Seller arising out of these terms and conditions, and the Seller may take any lawful steps to require payment of the amounts due and the Price.

(h) The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer.

(i) Until such time the Buyer has the Seller's authority to convert the goods into other products and if the goods are so converted, the parties agree that the Seller will be the owner of the end products.

14. Security And Charge

14.1 Notwithstanding anything to the contrary contained herein or any other rights which the Seller may have howsoever:

(a) Where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

(b) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.

(c) To give effect to the provisions of clause [14.1 (a) and (b)] inclusive hereof the Buyer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Buyer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registerable or not) including such other terms and conditions as the Seller and/or the Seller's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Buyer and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Buyer's and/or Guarantor's name as may be necessary to secure the said Buyer's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

15. Guarantor

Upon placing an order with the Seller, the Buyer agrees that it's owners and Directors and authorised persons are individually and severally liable for all payments owed to the Seller for Goods, Services, Fees (including but not limited to legal fees) and Interest for all Goods manufactured (even if not yet completed).

16. Cancellation

The Seller may cancel these terms and conditions or cancel collection of Goods at any time before the Goods are collected, by giving written notice. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

17. Privacy Amendment (Enhancing Privacy Protection) Act 2012.

The Seller will comply with the Privacy Amendment (Enhancing Privacy Protection) Act 2012, the Privacy and Other Legislation Amendment Act 2024 (Cth), which amend the Privacy Act 1988 (Cth), and is committed to protecting personal information the Seller may hold at any time in respect of any individual, in accordance with those requirements. Personal information includes things like the Buyer's name, address, birthdate.

Changes to the Privacy Act 1988 mean:

- the Seller will follow the Australian Privacy Principles (APPs) and may update the Seller's Privacy Policy:
- the Privacy Commissioner will have more power to investigate, fix complaints and make sure the Seller follows these laws. Changes to the Privacy Act means the Seller may update their Privacy Policy.
- The Privacy Policy tells the Buyer:
- how the Seller collects, uses, discloses and stores the Buyer's personal and credit information
- how the Buyer can contact the Seller if the Buyer wants to access or correct the information the Seller holds about the Buyer.

Privacy Act 1988

17.1 The Buyer and/or the Guarantor/s agree for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Buyer and Guarantor/s in relation to credit provided by the Seller.

17.2 The Buyer and/or the Guarantor/s agree that the Seller may exchange information about the Buyer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:

(a) To assess an application by the Buyer;
(b) To notify other credit providers of a default by the Buyer;
(c) To exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and
(d) To assess the credit worthiness of the Buyer and/or Guarantor/s.

17.3 The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

17.4 The Buyer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:

(a) provision of Services & Goods;
(b) marketing of Services and or Goods by the Seller, its agents or distributors in relation to the Services and Goods;
(c) analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to provision of Services/ Goods;
(d) processing of any payment instructions requested by the Buyer; and
(e) enabling the daily operation of the Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Services and Goods.

17.5 The Seller may give, information about the Buyer to a credit reporting agency for the following purposes:

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

18. Unpaid Seller's Rights To Dispose Of Goods

18.1 In the event that:

(a) the Seller retains possession or control of the Goods; and
(b) payment, or part payment, of the Price is due to the Seller; and

(c) the Seller has made demand in writing of the Buyer for payment, or part payment, of the Price of the Goods, as per these terms and conditions; and
(d) the Seller has not received the Price of the Goods, then, whether the property in the Goods has passed to the Buyer or has remained with the Seller, the Seller may dispose of the Goods and may claim from the Buyer the loss to the Seller on such disposal.

19. Lien

19.1 Where the Seller has not received or been tendered the whole of the Price, or the payment has been dishonoured, the Seller shall have:

(a) a lien on the goods;
(b) the right to retain them for the Price while the Seller is in possession of them;
(c) a right of stopping the goods in transit whether or not delivery has been made or ownership has passed; and
(d) a right of resale,
(e) the foregoing right of disposal, provided that the lien of the Seller shall continue despite the commencement of proceedings or judgement for the price having been obtained.

20. General

20.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
20.2 All Goods supplied by the Seller are subject to the laws of Western Australia and the Seller takes no responsibility for changes in the law which affect the Goods supplied.
20.3 The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.
20.4 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods or Services.
20.5 The Buyer shall not set off against the Price amounts due from the Seller.
20.6 The Seller may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.
20.7 The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the seller notifies the Buyer of such change.
20.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.