

## TERMS AND CONDITIONS OF CREDIT (7/30 DAY TERMS)

I/WE AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS IN RELATION TO THE COMMERCIAL CREDIT BY ACCESS SCAFFOLDING (VIC) P/L ABN 94 111 177 952, ACCESS SCAFFOLDING (SA) P/L ABN 88 120 447 501 AND ACCESS SCAFFOLDING (TAS) P/L ABN 63 155 188 391 (HEREINAFTER CALLED **ACCESS**).

1. Upon the acceptance of these Terms and Conditions of Credit you agree to pay ACCESS for all goods sold, delivered and/or installed either immediately on or before delivery or installation by ACCESS or on the terms and conditions set out below. If payment is not received by ACCESS within seven (7) days of delivery or installation, then the provisions of clause 2 shall apply. Alternatively, if ACCESS issue an invoice addressed to you at the address last known to ACCESS and payment is not received by ACCESS within thirty (30) days of posting such an invoice to you, then the provisions of clause 2 shall apply.
2. That ACCESS may in the event that the conditions in clause 1 are not complied with or you otherwise fail to comply with your obligations to ACCESS in any respect:
  - 2.1. revoke the commercial credit and require that any further transactions by you be on a cash-before-delivery "CBD" basis; require that all amounts owing to ACCESS for any reason whatsoever shall become immediately due and payable without deduction or demand;
  - 2.2. rescind all discounted rates and recalculate the outstanding charges;
  - 2.3. Immediately charge you an once off account keeping fee equal to 10.0% of the outstanding balance due and payable by you to ACCESS; and
  - 2.4. charge you an administration fee on amounts not paid and received by ACCESS within the specified credit period at a rate of 2.0% per month from the date such amounts were due and payable until the date payment is received by ACCESS.
3. That you agree to pay ACCESS all costs, fees, commissions and legal expenses (on a full indemnity basis) whatsoever which ACCESS incur in relation to or arising from the collection or the attempted collection of all amounts due and payable by you. Such interest, costs, fees, in relation to or arising from the collection or the attempted collection of all amounts due and payable by you. Such interests, costs fees, commissions and legal expenses (on a full indemnity basis) may be recovered from you by ACCESS as a liquidated debt.
4. If you are a company ACCESS may, at its discretion, require the directors of the company or any one of them to give an irrevocable guarantee and indemnity in the form required by ACCESS. ACCESS also reserves the right to require a guarantee and indemnity to be given by any person in any other circumstances. Any guarantee shall remain in force so long as you shall maintain an account with ACCESS. All guarantees shall be continuing guarantees and will terminate only in writing from ACCESS.
5. Notwithstanding the passing of risk, all goods delivered by ACCESS to you remain the property of ACCESS until goods supplied to you by ACCESS have been paid for in full. ACCESS reserve the right to enter your property/premises and recover the goods and/or dispose of the goods until payment has been received in full by ACCESS.
6. You, and where you are unincorporated, each proprietor of the business, hereby charges with payment of any moneys due and owing by you and/or any of the proprietors to ACCESS and compliance with all obligations owed by you and/or each proprietor to ACCESS under these Terms and Conditions of Credit all beneficial interests (freehold and leasehold) in real property held now or in the future by you and/or any of the proprietors. You and/or each proprietor agrees that if demand is made upon you and/or any of the proprietors by ACCESS you and/or any of the proprietors will immediately execute a mortgage in registrable form or consent to a caveat as required by ACCESS to secure the interest of ACCESS in you and/or any of the proprietors real property pursuant to this equitable mortgage. If you and/or any of the proprietors fail to do so within a reasonable time of being so requested, you and/or each proprietor irrevocably and by way of security appoints ACCESS or its agents to be your and/or each proprietors true and lawful attorney to register and execute such instruments.
7. That all goods supplied by ACCESS to you or on your behalf are supplied only upon the terms and conditions contained in ACCESS'S standard Terms and Conditions of Trade. Until altered conditions of trade are notified to you in writing, you agree that the current conditions of trade shall continue to apply.
8. That ACCESS may from time to time alter its standard Terms and Conditions of Credit and such altered terms and conditions shall apply in respect of all transactions taking place after notification to you of such altered Terms and Conditions of Credit.
9. That ACCESS may at any time and without the need to provide a reason to you refuse to extend further credit to you and that its previous approval of your account application does not require ACCESS to extend to you any particular amount of credit.
10. ACCESS may refuse an initial application for credit, but may proceed if ACCESS is able to obtain insurance against default by you and you pay to ACCESS the amount of any premium for the insurance.
11. ACCESS may at any time set off amounts owed by ACCESS to you from the amounts owed by you to ACCESS. No claims against ACCESS in relation to loss or damage will be considered unless all amounts owing by you to ACCESS have been paid in full.
12. Where there is more than one account holder, each account holder shall be jointly and severally liable under the terms of this commercial credit.
13. You agree to notify ACCESS of any change in ownership or address. Notwithstanding any change in the ownership/trading structure or any advice by you to ACCESS of such change, you will remain personally liable for any goods and services requested by you or on your behalf until you have received written confirmation from ACCESS that your account has been closed and full payment has been received by ACCESS and a new account has been opened in the name of the new entity.
14. ACCESS may require that you enter into further security documentation as a condition of granting further credit or continuing credit. If there is any inconsistency between the provisions of this commercial credit and the security documents then the provisions of the security documents will prevail.
15. ACCESS collects personal information about the Customer (if a sole trader, individual trustee, or partnership of individuals) for the purposes set out in its Privacy Policy and its Credit Reporting Policy. Both of these policies may be located at <http://www.accessscaffolds.com.au>. A hardcopy of these policies can also be provided to the Customer free of charge, upon request.
  - 15.1. The Privacy Policy sets out: the personal information Access Scaffolding collects; how ACCESS collects and uses this information; how the Customer may access or correct it; and how the Customer may make a complaint in respect of ACCESS' management of the information;
  - 15.2. The Credit Reporting Policy sets out: the types of credit related personal information ACCESS collects; how it is collected, why it is collected; how ACCESS may use and disclose the credit related personal information, including the credit reporting bodies to which ACCESS is likely to disclose the Customer's credit related personal information to; and how a complaint may be made in respect of ACCESS' management of the credit related personal information.
16. By the Customer providing instructions to ACCESS for the supply of Goods, the Customer is consenting to ACCESS collecting, handling, using, disclosing and otherwise dealing with the Customer's personal information (including credit related personal information) in accordance with the terms of ACCESS' Privacy Policy, its Credit Reporting Policy and in accordance with Australia's privacy laws.
17. That failure by ACCESS to insist upon compliance with any provisions of these terms does not constitute a waiver of that provision and ACCESS shall be entitled to insist upon compliance with all procedures of these terms at any time.
18. If any provision or part of any provision of these Terms and Conditions of Credit is found to be unenforceable against you then that provision or part of that provision shall be severed, and the remaining provisions shall continue to be binding and have full force and effect on ACCESS and you.
19. The grant of any credit facility and/or the nomination of any credit limit is an indication only of ACCESS' intention at that time and ACCESS may vary or withdraw any credit facility at any time at its discretion and without any liability to you or any other person or entity.
20. The law applicable to these Terms and Conditions of Credit is the law of the State of Victoria and the parties agree that any proceedings under these Terms and Conditions of Credit can at the option of ACCESS be instituted, heard and determined in a court of competent jurisdiction in Melbourne provided such court possesses the territorial jurisdiction to hear and determine such proceedings.