



NOTIFIABLE MATTERS UNDER THE PRIVACY (CREDIT REPORTING) CODE 2014

This statement sets out a number of **notifiable matters** that must be disclosed to you when Gurit (Asia Pacific) Limited ABN 29 606 930 239 (“**Gurit**”, “**we**” and “**us**”) collect your credit-related information. For more information about how we manage your credit-related information, please see our Credit Reporting Policy available at www.gurit.com.

You have rights to access the credit eligibility information that we hold about you, to correct your credit-related information and to make a complaint to us about our handling of your credit-related information. Our Credit Reporting Policy includes details about how you may exercise such rights.

Notifiable matters

If you apply for commercial credit or offer to act as a guarantor, we may disclose your credit-related information to a Credit Reporting Body (**CRB**) or we may collect credit-related information about you from a CRB. Under the Credit Reporting Privacy Laws, CRBs are permitted to use and disclose your credit-related information.

We deal with the following CRB: Dun & Bradstreet

Your credit-related information may be used by the CRB(s) to include in reports provided to credit providers (such as Gurit) to assist them to assess your creditworthiness. You have the right to request a CRB not to use your credit reporting information for the purposes of pre-screening of direct marketing by a credit provider. You also have the right to request a CRB not to use or disclose credit reporting information about you, if you believe on reasonable grounds that you have been, or are likely to be, a victim of fraud. If you would like more information about how the CRB(s) manage(s) credit-related information, please see the CRB(s) Privacy Policy (or policies) available at dnb.com.au/privacy-policy.html.

THE APPLICANT

Privacy Act 1988 (Cth): Each of the purchaser(s) and the Director(s), Partner(s), Sole Trader or Trustee(s) (an “Applicant”) authorises Gurit to collect, retain, use and disclose any information about the Applicant as described above and in our Credit Reporting Policy. The Applicant authorises any person to provide to Gurit such information as Gurit may require in response to its credit enquiries or its provision of credit to the Applicant. Where the Applicant is an individual these authorities and consents are for the purpose of the Privacy Act 1988 (Cth).

Each Applicant:

- warrants that the information in this application is true and correct;
- agrees that any change which affects the trading address, legal authority, structure of management or control of the Applicant will be notified to Gurit in writing within 7 days of the change becoming effective; and
- acknowledges receipt of and agrees to the Standard Terms and Conditions of Sale attached to this form.

Signed by Applicant or an authorised officer of the Applicant:*

(If a Partnership all partners to sign application please)

Signatory's name(s) (in block letters): _____

Position(s): _____

Date: _____

*Each of the above individuals acknowledges that he or she has read and understood the statements in relation to the Privacy Act above.

Witness Signature: _____

Witness Name & Address (in block letters): _____

Date: _____



COLLECTION STATEMENT

Gurit (Asia Pacific) Limited ABN 29 606 930 239 (referred to as "Gurit", "we" and "us") recognises that the privacy of your personal information is important to you and is committed to protecting the privacy of any personal information collected from you.

Gurit collects personal information that is necessary for us to conduct our business, such as your name, address, occupation, contact details, information about your dealings with us or our goods and services in which you have expressed an interest in.

We collect personal information about you primarily to provide you with our goods and services as well as to enable us to conduct our business and improve and promote the goods and services as well. We also collect personal information so you can seek employment with us or communicate with us in writing, by e-mail, telephone or via the Gurit website. We may collect some personal information relevant to employment opportunities from recruiting agencies and referees. Our ability to meet our obligations to you, your business, your employer or related persons or bodies or to process any application may be adversely affected if you do not give us the requested information, or if the information you give us is incomplete or inaccurate.

We may disclose your personal information on a confidential basis to third parties in the course of delivering our goods and services to you. These parties may include our related entities and third parties, such as service providers. Some of these entities and third parties may be located overseas, including but not limited to New Zealand, Switzerland, countries of the European Union and the United States of America. Sensitive information will only be used and disclosed for the purpose for which it was provided or a directly related secondary purpose, unless you otherwise agree, or where other limited circumstances apply. We may also disclose your personal information as required or permitted by law.

Please refer to Gurit's privacy policy available at www.gurit.com for full details as to how your personal information will be handled, including how you can access and seek correction of your personal information and how you can complain about a breach of privacy laws and how Gurit will deal with any complaint.

Contact Details

The contact details for Gurit are set out below:

Mail: The Privacy Officer
Gurit (Asia Pacific) Limited
6/2 Aliciajay Circuit
Yatala QLD 4207
Australia

Tel: +64 9 415 6262

E-mail: info-au@gurit.com

STANDARD TERMS AND CONDITIONS OF SALE – AUSTRALIA

1 General

1.1 Unless otherwise agreed in writing, these terms and conditions of sale (“**Conditions**”) apply exclusively to each Contract for the sale of products (the “**Products**”) and/or services (the “**Services**”) (Products and Services referred to collectively as the “**Goods**”) by a Gurit Group Company located in Australia (the “**Company**”) to a purchaser of Goods (the “**Purchaser**”). **Any additional or different terms or conditions proposed by the Purchaser are expressly rejected and will not be binding upon the Company unless specifically agreed to in writing in advance by authorised representatives of the Company.** Any order for, or any statement of intent to purchase hereunder shall constitute assent to these Conditions.

1.2 “**Contract**” means the purchase order issued by the Purchaser and accepted by the Company in writing, governed by these Conditions. Notwithstanding that a quotation has been issued by the Company, no Contract exists between the Company and the Purchaser until the Company accepts the Purchaser’s purchase order in writing.

1.3 “**Gurit Group Company**” means an entity who directly or indirectly owns and controls, is owned and controlled by, or is under common ownership and control with, the Company. Solely for the purposes of this definition, the terms “owns,” “is owned” and “ownership” mean ownership of an equity interest, or the equivalent thereof, of 50% or more, and the terms “controls,” “controlled by” and “control” mean the power to direct, manage, oversee and/or restrict the affairs, business and assets of such entity.

1.4 Unless otherwise specified in writing by the Company, any quotation by the Company will expire 30 days from its date and may be modified or withdrawn by the Company at any time prior to the Company’s acceptance of the Purchaser’s purchase order.

1.5 The headings used are for convenience only and shall not affect the interpretation of these Conditions.

2 Price and Payment

2.1 The price of the Goods is the Company’s quoted price or, if no price is quoted, the current list price of the Goods (as applicable, the “**Price**”) and is exclusive of VAT, GST, other taxes and duties, delivery, packaging, carriage and insurance (together, the “**Other Applicable Charges**”), which shall be paid by the Purchaser in addition to the Price. The Company reserves the right to modify the Price at any time to reflect any changes in its costs caused by any factor beyond its control or in delivery dates, quantities or specifications requested by the Purchaser or any delay caused by the Purchaser’s failure to provide adequate information or instructions. The Company shall use its best efforts to provide the Purchaser with prompt notice of such decisions. The Purchaser may upon alteration of the Price cancel any purchase order (or part thereof) at the new Price within 7 days of the Company providing notice of the change of Price.

2.2 Subject to credit approval and unless the parties agree otherwise in writing, the Purchaser will pay the Price plus Other Applicable Charges (whether or not the Company has formally requested payment) within 20 days after the end of the month following delivery (or when delivery was properly tendered) or the date of the invoice, whichever is later. Payment shall also be made if insignificant components are missing but usage of the delivered Goods is not rendered impossible.

2.3 Payment is only received by the Company when it receives cash or when the proceeds of other methods of payment are credited and cleared to the Company’s nominated bank account. The Company may set off any amount due and payable by the Company to the Purchaser against any amount due and payable by the Purchaser to the Company.

2.4 If the Price plus Other Applicable Charges is not paid in full when due, then, without affecting any of the Company’s other rights or remedies and to the maximum extent permitted by law, the Company may cancel the Contract and/or suspend performance of any delivery and any cost incurred by the Company in accordance with such suspension (including storage costs) shall be payable by the Purchaser. The Company may additionally charge interest at 5% a year calculated daily on all unpaid amounts, which interest accrues from day to day from and including the due date for payment up to and including the actual date of payment; and/or withdraw all credit facilities extended and require immediate payment of all outstanding invoices issued whether or not they are due for payment.

2.5 If the Purchaser does not make any payment when due, in addition to any other remedies, the Company may recover from the Purchaser any costs, expenses or disbursements incurred by the Company in recovering money from the Purchaser, including debt collection agency fees and legal fees.

3 Delivery

3.1 Delivery and dispatch dates quoted are approximate only and the Company is not liable for any delay in the delivery of the Goods. Delivery will, unless otherwise agreed in writing, be made at the Company's premises when the Goods are handed over to the Purchaser, its agent or carrier. Partial delivery is permitted and the delivered quantity may vary against the ordered quantity. If the Company agrees to deliver the Goods other than at its premises, the Purchaser shall pay for carriage, insurance and any other delivery costs. The export terms in Condition 10 apply to exported Goods.

3.2 If the Purchaser fails to take delivery of the Goods or fails to give adequate delivery instructions then, without affecting any of the Company's other rights or remedies, the Company may store the Goods until actual delivery takes place and charge for the reasonable costs (including insurance) of storage. The Company may, after 30 days, sell the Goods at the best price readily obtainable and charge the Purchaser any shortfall from the Price and/or any reasonable storage and selling expenses.

3.3 Any claim by the Purchaser relating to Goods which is based on any defect in material or workmanship, a failure to correspond to the specification agreed in writing or for non or incorrect delivery (whether or not delivery is refused by the Purchaser) must be notified to the Company within three working days from the date of delivery (or scheduled date for delivery in the event of non-delivery). If delivery is not refused and the Purchaser does not notify the Company accordingly, the Purchaser is not entitled to reject the Goods and the Purchaser will be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.

4 Risk and Property

4.1 Risk of, damage to or loss of the Products passes on delivery or, if the Purchaser wrongfully fails to take delivery, at the time when delivery is tendered.

4.2 Title in the Products does not pass to the Purchaser until the Company has received full payment of the Price plus Other Applicable Charges. Until property in the Products passes to the Purchaser, the Purchaser will hold the Products on the Company's behalf, and will keep the Products separate from its goods and those of third parties, properly stored, protected, insured and identified as the Company's property; and the Purchaser shall not pledge or charge the Products by way of security or otherwise. Breach of any of the provisions of this Condition will result in all monies owing by the Purchaser to the Company (without prejudice to any other right or remedy) becoming immediately due and payable. The Purchaser is entitled to resell or use the Products in the ordinary course of its business, subject to the following: (i) if the Products are combined or intermingled with other goods, the Purchaser hereby transfers its ownership rights in the new goods to the Company in the amount of the outstanding payment; (ii) if the Products are resold by the Purchaser, the Purchaser hereby assigns and transfers to the Company its claims arising from the aforesaid resale in the amount of the outstanding payment. As long as the Purchaser is honouring its payment obligations, the Purchaser shall, however, be authorized to collect its resale claim which has been assigned to the Company. Until title to the Products passes to the Purchaser, the Company may require the Purchaser to return the Products and, if the Purchaser fails to do so, the Company may repossess the Products. The Purchaser hereby grants the Company an irrevocable right to enter, with or without vehicles, any of its premises for the purpose of inspecting or repossessing the Products.

5 Insolvency of the Purchaser

If the Purchaser makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Purchaser or the Purchaser ceases or threatens to cease to carry on business or the Company reasonably apprehends that any of the events mentioned in this Condition is about to occur (and notifies the Purchaser accordingly) then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries without any liability on the part of the Company and, if the Goods have been delivered but not paid for, the Price plus Other Applicable Charges shall become immediately due and payable notwithstanding any previous agreement or arrangements to the contrary.

6 Warranty

6.1 **Nothing in these Conditions excludes, restricts or modifies any terms, conditions or warranties or the Company's liability for them which are imposed or implied by any statute, including the Competition and Consumer Act 2010 (Cth), and which by statute cannot be excluded, restricted or modified.** Limitations and exclusions are made only to the extent that the Company may legally do so.

6.2 Except as set out below, the Company warrants that the Goods will correspond to their specification agreed in writing between the Company and the Purchaser and (i) Products will be free from material defects in materials and workmanship for the shorter of the Company's stated shelf-life of the Products or 12 months from delivery (the "**Product Warranty Period**"); and (ii) in case of delivery of Services, the Company only warrants that they have been performed

with reasonable skill and care based on the information provided to the Company by the Purchaser. The Purchaser acknowledges and agrees that it shall have no right to claim any breach of warranty in respect of the Services unless it can show within 6 months from their completion (the “**Services Warranty Period**” and together with the Product Warranty Period, the “**Warranty Period**”) that the Services were performed in a materially deficient manner.

All other warranties, conditions or other terms, whether express, implied, statutory or otherwise (including, but not limited to, satisfactory quality and fitness for purpose) are excluded to the fullest extent permitted by law. The warranty shall not apply and shall terminate immediately if the fault or defects referred to herein cannot be proven to be a result of the Company’s failure under this Condition 6.2, in particular: (i) if the Company acquires materials from a third party at the direction of the Purchaser, the Company shall only be responsible for any defects in such materials which are caused by the Company and it is the Purchaser’s responsibility to pursue such third party for any pre-existing defects; (ii) the Purchaser’s failure to use, mix, treat, process, apply, store, install, operate or maintain the Products as instructed by the Company; (iii) normal wear and tear; (iv) use of the Goods other than for their agreed purpose; (v) any defect in the Goods arising from a design, drawing or specification supplied by the Purchaser or on the Purchaser’s behalf or deficiencies resulting from other reasons beyond the Company’s control.

No warranty claims may be made unless the Purchaser has paid the Price plus Other Applicable Charges in full. Warranties shall also terminate immediately, if the Purchaser, in case of a defect, does not immediately take all appropriate steps to mitigate damages and notify the Company as stated herein. All descriptions, illustrations and data contained in any catalogues, price lists and/or other advertising or promotional material are intended by the Company only to present a general view of Goods described therein and none of such specifications, drawings, dimensions, weights, descriptions, illustrations or data shall form part of the Contract, unless agreed in writing between the Company and the Purchaser.

6.3 If any failure to meet the warranties under Condition 6.2 becomes apparent within the Warranty Period, the Purchaser shall promptly notify the Company. Where any valid warranty claim is made in respect of any of the Goods within the relevant Warranty Period, the Company can choose either to repair or replace the Products (or the part in question) free of charge or re-perform the relevant Services or grant credit to or refund to the Purchaser the Price of the Goods (or a proportionate part of the Price) at the Company’s absolute discretion, but the Company shall have no further liability. The supply of repaired, replacement or re-performed Goods by the Company pursuant to this Condition 6.3 shall not extend the duration of the applicable Warranty Period. The Company shall not be responsible for costs of the dismantling and assembly of the defective Products, and/or removal or replacements of systems, structures or other portions of the Purchaser’s facility or reinstallation of any items.

6.4 The preceding sections of this Condition 6 set forth the exclusive remedies for all claims based on failure of or defect in the Goods provided under the Contract, whether such failure or defect arises before or during the relevant Warranty Period and whether a claim is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

6.5 All warranties, releases, exclusions of liability and indemnities will remain valid and binding following termination.

7 Limitation of Liability

7.1 The remedies of the Purchaser set forth herein are exclusive and the total liability of the Company, in relation to all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, shall not exceed 100% of the Price paid for the Goods giving rise to the claim or EUR 10,000, whichever is greater. All liability of the Company in respect of all claims of any kind shall, to the extent permissible under applicable law, cease upon expiration of the relevant Warranty Period, provided that the Purchaser may enforce a claim accruing during the relevant Warranty Period by an action timely commenced in accordance with the applicable statute of limitations, but in no event greater than one year after the expiration of the relevant Warranty Period.

7.2 In no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, shall the Company or its subcontractors or suppliers be liable for loss of profit, revenue, business, contracts, opportunity, goodwill, use, production, anticipated savings, expenses, costs or similar loss, and/or any special, consequential, incidental, indirect, speculative, punitive or exemplary loss or damage, or claims of the Purchaser’s customers for any of the foregoing damages and the **Purchaser agrees to defend, indemnify and hold harmless the Company from any such claims of the Purchaser’s customers.**

7.3 Notwithstanding the Conditions set out above, no Condition shall exclude or restrict the liability of the Company for breach of the statutory warranty as to title and quiet possession and nothing in these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Company for death or personal injury caused by reason of the negligence of the Company or any liability which cannot lawfully be excluded under applicable law.

8 Force Majeure and Hardship

8.1 The Company shall not be under any liability to the Purchaser for any failure to perform any of its obligations under the Contract where it is prevented by (i) reasons beyond its reasonable control including without limitation any act of God, war, riot, malicious damage, strikes or other labour disturbances, outbreak of disease, lockout, industrial action, government action, accident, breakdown of machinery, default of suppliers, transport delays, fire, flood, storm, drought, tempest or similar event; or (ii) acts (or omissions) of the Purchaser including to promptly: (a) provide the Company with information and approvals necessary to permit the Company to proceed with work immediately and without interruption, or (b) comply with the terms of payment, or (c) provide the Company with such evidence as the Company may request that any export and import license or permit has been issued (as such is the responsibility of the Purchaser), or (iii) inability, due to causes beyond the reasonable control of the Company, to obtain necessary materials, necessary components or services. If the performance of the Contract is prevented by this Condition for more than one hundred and twenty days, then either party (except where delay is caused by the Purchaser, in which event only the Company), upon thirty days' written notice, may terminate the Contract with respect to the unexecuted portion, whereupon the Purchaser shall promptly pay the Company its termination charges determined in accordance with the Company's standard accounting practices upon submission of the Company's invoices therefor.

8.2 If the Company should undergo any technical hardship which affects its ability to fulfil its obligations, the Company shall be excused from its performance for so long as such technical hardship continues.

9 Intellectual Property

9.1 Where Goods are to be made by the Company to the Purchaser's specification and/or design, the Purchaser warrants to the Company that such manufacture will not infringe the patent, copyright, design right, trade mark or other industrial or intellectual property right ("IPR") of any person and undertakes to indemnify the Company from and against all losses, damages, costs and/or expenses (including legal fees) awarded against or incurred by the Company in connection with any claim for infringement of the IPR of any person as a result of use of the Purchaser's specification and/or design.

9.2 All information, drawings, specifications, documents, design material and all other data which the Company has given to the Purchaser is proprietary and confidential and shall remain the absolute exclusive property of the Company together with the copyright therein. The Purchaser agrees that it will not disclose such information to third parties, whether directly or indirectly, without the Company's prior written consent. All intellectual property rights, including but not limited to, inventions, patents, copyrights, trademarks, know how, engineering and drawings and specifications belonging to or provided by the Company and used or developed in the course of the fulfilment of the Contract by the Company shall remain the absolute exclusive property of the Company. However, the Company grants the Purchaser and its customers, a royalty free, non-exclusive, and non-transferable licence to use such intellectual property rights associated with the Goods which the Company makes available to the Purchaser and any documentation provided pursuant to these Conditions for the installation, use or maintenance of the Goods.

10 Export Terms

10.1 'Incoterms 2020' shall mean the ICC (International Chamber of Commerce) 2020 Rules for the Use of Domestic and International Trade Terms.

10.2 Where the Products are supplied for export, the provisions of this Condition 10 shall apply (subject to any special terms agreed in writing between the Purchaser and the Company) and any term or expression which is defined in or given a particular meaning by the provisions of Incoterms 2020 shall have the same meaning in these Conditions, unless there is any conflict, in which case these Conditions shall prevail.

10.3 The Products shall be delivered "ex works the Company's premises Incoterms 2020", unless otherwise agreed in writing.

10.4 The Purchaser shall be responsible for ensuring that the Goods comply with the laws and regulations of the country to which it requires the Goods to be supplied and for timely obtaining any required authorization, such as an export licence, import licence, foreign exchange permit, work permit or any other governmental authorization, even though such authorization may be applied for by the Company. The Purchaser expressly acknowledges and agrees that it will NOT: (i) divert, use, export and/or re-export any Goods contrary to any applicable export laws; and/or (ii) export, re-export, or provide any Goods to any entity or person within any country that is subject to any sanctions; and/or (iii) export, re-export,

or provide any Goods to entities and persons that are ineligible under applicable export laws. The Purchaser and the Company shall provide each other reasonable assistance in obtaining required authorizations. The Company shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and the Purchaser shall not be relieved thereby of its obligations to pay the Company for the Goods.

11 Third Parties

Each Contract will only confer rights and benefits on the Purchaser and no third party shall acquire any rights or benefits under the Contract.

12 Changes

12.1 The Company reserves the right, in its sole discretion and without incurring any liability to the Purchaser, to (i) alter the specifications or design of the Goods; (ii) discontinue or limit the manufacture of any Goods; (iii) cancel or limit the deliveries of any Goods; (iv) discontinue or limit the development of any new product, whether or not such new product has been announced publicly; (v) manufacture new good(s) having feature(s) which make any Goods wholly or partially obsolete; or (vi) substitute altered products for Goods in fulfilling Contracts.

12.2 The Company shall use its reasonable efforts to provide the Purchaser with prompt notice of any relevant changes pursuant to Condition 12.1. The Company and the Purchaser shall negotiate in good faith the conditions pursuant to which any purchase order(s) accepted by the Company before such notice shall be fulfilled. The Company shall have no obligation to deliver any Goods deleted or modified pursuant to Condition 12.1 which are ordered by the Purchaser after the issuance of the aforementioned notice.

13 Confidentiality

13.1 In connection with the Contract, the Company and the Purchaser (as to information disclosed, the “**Disclosing Party**”) may each provide the other party (as to information received, the “**Receiving Party**”) with “Confidential Information”. The Purchaser shall not provide any Confidential Information to the Company without the Company’s prior written consent to receive it. “**Confidential Information**” as used in these Conditions shall mean all Goods’ pricing, all terms of the Contract, and all information related to the business or products of the Disclosing Party that is not known generally to the public, provided that the obligations of these Conditions shall not apply as to any portion of the Confidential Information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or (ii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party when such source is not, to the best of the Receiving Party’s knowledge, subject to a confidentiality obligation to the Disclosing Party, or (iii) has been or is subsequently independently developed by the Receiving Party without reference to the Confidential Information.

13.2 The Receiving Party agrees, except as otherwise required by law: (i) to use the Confidential Information only in connection with the Contract and permitted use of the Goods, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees to the extent necessary to facilitate the Contract and permitted use of the Goods and provided that those employees have agreed to be bound by the provisions hereof. The Receiving Party accepts liability for the observance of these provisions with respect to its employees.

13.3 If either party is requested or required (by law or regulatory body) to disclose any Confidential Information, such party agrees, if and to the extent legally permissible, to provide the Disclosing Party with prompt notice of each such request, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions of this Condition 13, or both.

14 Data Protection and Privacy

14.1 By purchasing Goods from the Company the Purchaser acknowledges and accepts that the Company or any Gurit Group Company may collect, store and process personal information or credit information relating to the Purchaser and its personnel (in accordance with its group privacy policy available at <https://www.gurit.com>) which is protected pursuant to applicable data protection and privacy laws, statutes, rules and regulations (the “**Data Protection Legislation**”) and in this regard, the Purchaser represents and warrants that it has procured the necessary consents and that the Company’s and any Gurit Group Company’s use thereof will not contravene the Data Protection Legislation.

14.2 The Purchaser must ensure that it distributes to all relevant staff the Gurit Collection Statement that accompanies these Conditions as that statement contains additional information relevant to the Company’s collection, storage, use and disclosure of the personal information collected from the Purchaser.

14.3 Without limiting this Condition 14, the Purchaser authorises the Company and any Gurit Group Company to pass all relevant information, including personal information, to credit reporting agencies for the purpose of credit checking or in the event that the Purchaser defaults on its payment obligations to the Company and the Purchaser has obtained all necessary consents to grant that authority. This information will be used by credit reporting agencies to update and maintain credit information files and will be accessed by the customers of the credit reporting database.

14.4 Without limiting this Condition 14, the Purchaser authorises the Company and any Gurit Group Company to pass all relevant information, including personal information, to its credit agency, its debt collection agency and any entity to whom it assigns a debt due by the Purchaser, in the event that the Purchaser defaults on its payment obligations to the Company and the Purchaser has obtained all necessary consents to grant that authority. This information will be used by the nominated credit agency or debt collection agency to update and maintain credit information files, in connection with collection of the debt and will be accessed by the customers of credit reporting databases.

15 Company

The Company may perform any of its obligations or exercise any of its rights under these Conditions and each Contract by itself or through any Gurit Group Company. Any act or omission of that Gurit Group Company will, however, be treated as the Company's act or omission and the Purchaser shall have no rights or claims against any other Gurit Group Company.

16 Personal Property Securities Act 2009 (Cth) (PPSA)

16.1 The Company may allocate amounts received from the Purchaser in any manner it determines, but in default will apply such amounts first to payment of any unsecured amount owing to the Company, next as to any reasonable enforcement expenses and then as to any secured balance owing to the Company.

16.2 The Purchaser will not (except with the Company's written consent) allow to be, or be liable to become, perfected or attached in favour of any person, a security interest or transitional security interest in any of the monies from time to time payable to the Company (if any) or otherwise, or in the Company's property and whether to a provider of new value or otherwise.

16.3 The Purchaser waives the right under section 157 of the PPSA to receive a copy of the verification statement confirming registration of a financing statement or financing charge statement relating to security interests under these Conditions. The Purchaser agrees that the Company and the Purchaser contract out of and nothing in the provisions of Sections 95, 96, 121(4), 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA will apply to this Contract.

16.4 The Company and the Purchaser acknowledge that the Purchaser is the grantor and the Company is the holder of a PMSI in the Goods by virtue of this Contract and/or the PPSA. The Purchaser agrees to do anything that the Company reasonable requires to ensure that the Company has at all times a continuously perfected security interest over the Goods.

16.5 The terms "financing statement", "proceeds", "purchase money security interest", "security agreement", "security interest" and "verification statement" have the respective meanings given to them under, or in the context of, the PPSA.

17 Costs

The Purchaser must pay the Company all costs and expenses incurred by the Company in connection with the Contract including legal expenses (on a full indemnity basis), stamp duty (including fines and penalties) and costs incurred or payable by the Company in connection with registering, maintaining or releasing any financing interest or financing charge or other security interest in connection with the Contract, or the recovery of any amount payable by the Purchaser under the Contract or in otherwise enforcing the Company's rights against the Purchaser under the Contract. The costs of registering any PPSA financing statement will be paid by the Purchaser and may be invoiced or debited against the Purchaser's credit account.

18 Notices

18.1 Any notice given under these Conditions must be in writing, addressed to the registered office or principal place of business of the addressee or any other address as may at the relevant time have been notified as the correct address for service of documents. Any notice must be given by hand or sent by first class (airmail if overseas) registered delivery post. E-mail is not effective notice. Notices may be faxed provided they are also sent in accordance with this Condition.

18.2 All notices or other communications to be given pursuant to, or in connection with, these Conditions shall be in writing and shall be deemed received: (a) on the date of delivery, when delivered personally; or (b) four business days after mailing when mailed by registered or certified mail return receipt requested, postage prepaid.

19 Assignment

The Contract or any of its rights or obligations may not be assigned or otherwise transferred by the Purchaser without the prior written approval of the Company. The Company may, in part or in whole, assign, transfer or subcontract all or any of its rights or obligations under the Contract.

20 Waiver

Any waiver by the Company of any breach of the Contract by the Purchaser will not be treated as waiving any subsequent breach of the same or any other provision.

21 Entire Agreement

21.1 These Conditions and the documents referred to in them, shall, unless otherwise expressly agreed in writing, contain the entire agreement between the parties and no other agreements, representations, warranties, promises or understandings express or implied will bind the parties or form part of a Contract. Each party agrees that it has not relied on, or been induced by, any representations of the other party not contained in these Conditions or the Contract.

21.2 If any provision of these Conditions or the Contract is determined to be void or unenforceable, this finding shall not render other provisions void or unenforceable, and the parties shall use their best endeavours to replace such provision by a valid one, covering the original commercial intention as far as legally possible.

22 Law and Jurisdiction

The Contract is construed and shall be interpreted in accordance with the laws of New South Wales, Australia. The rules on conflict of law shall be excluded. The place of jurisdiction shall be the court at the place of the registered office of the Company. However, the Company is entitled to bring action against the Purchaser at the place of the Purchaser's registered offices, in which case that country's law shall apply, with the exclusion of that country's conflict of law rules. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the above-mentioned courts, and waives any right to object to any proceedings being brought in those courts.