

TERMS AND CONDITIONS

1. Definitions

- a. Commercial Invoice means the invoice prepared by or on behalf of the Supplier in relation to the Goods.
- b. Customer means the customer named in the Sales Contract with the Supplier (and if more than one customer, jointly and severally).
- c. Force Majeure Event means an act of god, act of civil or military authority, act of public enemy, war, accident, fire, explosion, earthquake, flood, the elements, strike, labour dispute, shortage of suitable part, component, material or any other event beyond the reasonable control of the Supplier.
- d. Goods means the goods that are to be supplied to the Customer, as particularized in the Sales Contract.
- e. Intellectual Property means the Supplier's proprietary interests in and relating to the Goods, whether arising under statutory or common law, including without limitation: the Supplier's brands; its patents and patent applications; know-how; specifications; manufacturing methods; formulations; research and development; quality control procedures; technical documentation; and trade secrets.
- f. PPSA means the Personal Property Securities Act 2009 (Cth).
- g. PPSR means the Personal Property Securities Register.
- h. Purchase Price means the price for the Goods payable by the Customer as set out in the Sales Contract.
- i. Sales Contract means the document entitled "Sales Contract", issued by the Supplier to the Customer under clause 3.b of these Terms of Trade.
- j. Security Agreement, Commingled Goods, Financing Statement, Financing Change Statement, Collateral, Notice of Objection, Personal Property, Purchase Money Security Interest, Registration and Security Interest have the meanings prescribed to them in the PPSA.
- k. Specification means the specifications for the Goods as set out in the Sales Contract.
- l. Supplier means H.W. Landells Pty Ltd. ABN 86 597 640 703 of 25 Adams Court SUNSHINE WEST VIC 3020

2. General

- a. These Terms of Trade are incorporated into the Sales Contract and into all requests, quotations, offers, instructions, purchase orders, sales contract confirmations, order confirmations and agreements with respect to the sale of the Goods to the Customer. All other terms and conditions, save for those set out in the Sales Contract, are expressly excluded.
- b. The Supplier's agents and representatives have no authority to make any oral representations, statements, warranties, conditions or agreements that conflict with these Terms of Trade or the terms or conditions of the Sales Contract.

3. Ordering Procedure

- a. At the time the Customer places its order, it must advise the Supplier of any legal requirements to the extent they relate to the specification of the Goods, manufacturing process, labeling, packaging, or documentation. If the Supplier is able to do so, it will comply with such requirements to the extent set out in the relevant Sales Contract. The Supplier reserves the right to increase the price to cover the reasonable cost of complying with any such requirements.
- b. No agreement between the Supplier and Customer for the supply of Goods will come into effect until the Supplier has issued a Sales Contract to the Customer for those Goods.

4. Price

- a. Unless otherwise stated in the Sales Contract, the Purchase Price does not include any applicable taxes and duties, including without derogating from the generality of the foregoing GST which shall be the responsibility of the Customer.
- b. A service fee sufficient to cover the Company's administration and banking cost may be added to the price where payment by the Customer is made by way of a credit card.
- c. A reasonable administration fee plus all associated bank charges may be applied to any cheque payment returned unpaid by the bank for whatever reason.
- d. Goods and Services Tax ('GST')
 - i. All prices will be quoted exclusive of GST. However, all goods will be sold on a 'plus GST (if any)' basis. Invoices will be issued in the prescribed form as set out by Section 195-1 of the GST Act and the related imposition Acts of the Commonwealth (the GST Law).
 - ii. Any discounts or other terms agreed between the Customer and the Supplier will be calculated on and applied to the Purchase Price exclusive of GST.
- e. Payment for GST
 - i. If GST is imposed on any supply made by the Supplier to the Customer pursuant to these Terms and Conditions (the GST Amount), the Customer must pay the GST Amount to the Supplier, in addition to any amount payable, and any non-cash consideration provided, for that supply (without any deduction or set-off) by the Customer under any other clause in these Terms and Conditions). Any GST Amount payable is payable upon demand by the Supplier whether such demand is by means of any invoice or otherwise.
 - ii. If any part of the Purchase Price is referable to both a Taxable Supply (as defined in the GST Law) and anything that is not a Taxable Supply, the apportionment of the purchase price between those supplies shall be determined by the Supplier, and GST applied accordingly.
- f. If the Supplier determines on reasonable grounds that an adjustment is required to the purchase price, it will promptly issue any 'Adjustment Notes' that are prescribed by the GST Law.

5. Payment

- a. Payment of the Purchase Price shall be made in the manner and at the time(s) set out in the Sales Contract.
- b. If the Supplier requires the Customer to provide security for payment the Customer must provide such security before the Goods are loaded for shipment or before such other time provided for in the Sales Contract.
- c. Where payment by letter of credit is required, payment must be made by confirmed irrevocable letter of credit established for the credit of the bank that the Supplier nominates, and be irrevocable, confirmed and without recourse, and otherwise in a form satisfactory to the Supplier.
- d. In the event of late payment, or if the Customer fails to provide security by the required date, the Supplier may charge the Customer interest at the rate provided for by the Penalty Interest Rates Act 1983 (Vic), plus 2% compounded daily from (and including) the date of due payment until (but excluding) the date of payment in full of the overdue account with interest.
- e. The Client agrees to pay any debt collection costs, recovery costs or legal expenses (on a full indemnity basis) in the event that the Supplier's account is not paid within the time specified in the Sales Contract.
- f. The Customer may not withhold payment or make any deduction or set-off from any amount owing to the Supplier without the Supplier's prior written consent.

6. Packaging and Labeling

- a. Subject to clause 6. b, the Supplier will use its standard packaging and labeling for the Goods.
- b. The Supplier shall not be obliged to comply with any special packaging and/or labeling requirements of the Customer except to the extent those requirements are stipulated in the Sales Contract.

7. Delivery

- a. The Goods will be delivered in accordance with the Sales Contract, if any, otherwise these terms and conditions shall apply.
- b. If the Sales Contract makes provision for delivery in installments, each installment is deemed to constitute a separate Agreement.

- c. Under normal operations quantities of Goods delivered may vary from the precise quantities stated in an order. The Customer agrees that the Supplier's obligation to supply the quantity of Goods specified in the Sales Contract shall be discharged provided that the actual amount supplied is the quantity specified in the Sales Contract, plus or minus 5%.
 - d. The absence of written notice of loss or damage from the Customer at the time of delivery of Goods with patent loss or damage or within three (3) days of delivery of Goods with latent loss or damage, shall constitute prima facie evidence of delivery of the Goods in good order and condition and in the quantity specified in the Sales Contract
 - e. All risk of damage to or loss of the Goods passes to the Customer upon delivery of the Goods to the delivery address.
 - f. Where the Supplier, the Supplier's carrier or agent enters the Customer's premises to make deliveries, the Customer releases the Supplier from claims for damage to the premises or personal injury. The Customer also indemnifies the Supplier against losses relating to damage to third party's premises or personal injury in making deliveries to the Customer
- 8. Delivery Instructions**
- a. The Customer will issue instructions for delivery at least 21 days prior to the estimated date of shipment.
 - b. Without prejudice to the Supplier's rights under clause 11, if the Customer fails to comply with clause 8.a the Supplier may invoice the Goods on the estimated date of shipment and demand payment as if the Goods had been shipped on that date, provided that the Supplier must keep the Goods available for the Customer at the Customer's cost and risk.
- 9. Delays**
- a. The Supplier shall use its best endeavours to ensure that the Goods are delivered in the manner and at the time stated in the Sales Contract but the Supplier shall not be in default of the Sales Contract by the mere failure to meet an agreed time limit for delivery of the Goods.
 - b. Without prejudice to the Supplier's rights under clause 11, upon the Customer's request, the Supplier may, in its absolute discretion, agree to postpone the shipment of Goods. The Customer must pay such fee as the Supplier reasonably determines to cover storage costs, inventory financing charges, container charges, insurance, the cost of preparing new documentation and such other charges incurred by the Supplier which are in any way caused by or connected to such postponement.
 - c. In the event that the Supplier exercises its right under clause 9.b to refuse a request to postpone the shipment of Goods, the Customer shall acknowledge in writing its acceptance of that refusal.
- 10. Force Majeure**
- a. The Supplier shall not be liable for a default or failure in performance of obligations pursuant to these Terms of Trade resulting directly or indirectly from a Force Majeure Event.
- 11. Cancellation and Termination**
- a. The Customer does not have the right to cancel an order for the Goods after the Supplier has issued a Sales Contract for that order.
 - b. The Supplier may terminate the Sales Contract (or any part of the Sales Contract) if:
 - i. the Customer breaches any provision in these Terms of Trade;
 - ii. the Customer seeks relief under any insolvency or bankruptcy law; or
 - iii. a Force Majeure Event occurs before the Sales Contract is fully performed.
 - iv. In the event that the Sales Contract is fully or partially terminated, without prejudice to any other rights or remedies, the Supplier shall be entitled to reimbursement from the Customer of any costs incurred as a consequence of such termination, including, without limitation, packaging and re-packaging costs, storage costs, financing costs, foreign exchange losses, loss of profits and any diminution in the value of the Goods due to price movements.
- 12. Retention of Title**
- a. The Supplier retains ownership of the Goods until the Price has been paid in full.
 - b. Until such time as ownership of the Goods passes to the Customer the Customer is only a bailee of the goods and
 - c. the Supplier may give notice in writing to the Customer to return the Goods or any of them to the Supplier and upon such notice the Customer's right to obtain ownership or any other interest in the Goods shall cease; and
 - i. the Customer:
 - 1. will return the Goods to the Supplier upon receiving notice to do so in accordance with clause 12.b i;
 - 2. will not make any additions or alterations to the Goods without the written consent of the Supplier;
 - 3. will not remove, obscure or deface any identifying mark, label or device on the Goods or any part thereof; or
 - 4. will not purport or attempt to; sell or on-hire the Goods; dispose of, charge or encumber the Goods; or assign the Customer's rights to the Goods, without the Supplier' prior consent and without immediately accounting to the Supplier for any amounts owing by the Customer to the Supplier in respect of the Goods.
 - ii. If, despite clause 12.b.ii.4, the Customer supplies any of the Goods to any person before ownership of the Goods passes to it, the Customer agrees that:
 - 1. it holds the proceeds of the resupply of the Goods on trust for and as agent for the Supplier immediately when they are receivable or are received; and
 - 2. it must pay the amount of the proceeds of resupply to the Supplier immediately when they are received or pay those proceeds into an account with a bank or financial institution or deposit taking institution as trustee for the Supplier;
 - d. If the Customer breaches clauses 5, 12.b ii.1 or 12.b.iii.2, the Customer may enter upon any site owned, possessed, used or controlled by the Customer, or any other site as the invitee of the Customer, to recover possession of the Goods and the Customer agrees that the Supplier has an irrevocable licence to do so without incurring liability to the Customer or any other person.
- 13. Supplier's Warranty**
- a. The Supplier warrants that the Goods conform to the Specification at the time of delivery to the Customer.
 - b. In the event that the Goods do not conform to the Specification but are still merchantable, the Supplier may at its sole discretion issue a credit to the Customer to compensate for any diminution in value.
 - c. The Supplier's warranty does not cover deterioration of, or damage to, the Goods occurring after the Goods have passed the ship's rail at the port of shipment.
 - d. The warranty in clause 13.a of these Terms of Trade is in place of all other warranties, conditions, guarantees and representations, whether express or implied. Specifically, and without limiting the generality of the foregoing, the Supplier hereby excludes any warranty concerning product efficacy or implied warranties of merchantability or fitness for a particular purpose. The Customer may not rely upon any oral opinions, interpretations, statements, assurances or representations given by the Supplier.
 - e. To the extent permitted by statute, the liability, if any, of the Supplier arising from the breach of any implied conditions or warranties, or failure to comply with a statutory guarantee under the Australian Consumer Law, in relation to the supply of Goods, shall at the Suppliers' option be limited to:
 - i. the replacement of the Goods or resupply of the Goods, or the cost of replacement or resupply of the Goods;
 - ii. refund of the Purchase Price; or
 - iii. the repair of the Goods, or the cost of repair of the Goods.
 - f. The Supplier shall not in any circumstances be liable to the Customer under or in connection with these Terms and Conditions, or in negligence or any other tort or otherwise howsoever, as a result of any act or omission in the course of or in connection with the performance of these Terms and Conditions, for or in respect of any incidental loss or damage howsoever or wheresoever's arising.
- 14. Inspection & Notice of Damage**
- The Customer may, at the time of ordering the Goods, make a request in writing for the testing or inspection of the Goods. If the Customer does not make such a request, the Goods will be deemed to conform to the Specification and the Customer shall have no right to make a claim or bring legal proceedings against the Supplier alleging that the Goods did not conform to the Specification.
- 15. Compliance with Law**

- a. The Customer must comply with all applicable laws and regulations in the countries where the Customer intends to use, distribute or market the Goods. Specifically, and without limiting the generality of the foregoing, the Customer must comply with all health and safety requirements, labelling requirements, registration and approval requirements, dating requirements, warranty requirements, truth in advertising requirements and country of origin marking requirements.
 - b. The Customer acknowledges that the Supplier will be relying entirely upon the Customer to convey any specific requirements that the Customer may have in respect to the Goods, including any legal requirements that apply in the Customers markets. The Supplier will not be responsible for failing to satisfy any such requirements unless the Customer advised the Supplier of such requirements, in writing, on or prior to the date of the Contract and the relevant Sales Contract stipulates that the Supplier will meet those requirements.
- 16. Liability**
- a. To the extent that the liability of the Supplier under the Sales Contract is not otherwise limited or excluded and to the extent permitted by law, the total liability of the Supplier, whether in tort (including negligence), contract, or otherwise, for any loss, damage or injury arising directly or indirectly from any defect in the Goods or any other breach of the Supplier's obligations under these Terms of Trade shall be limited to the Purchase Price.
 - b. Notwithstanding any other provision of these Terms of Trade, under no circumstances will the Supplier be liable for any loss of income or profits or any consequential, indirect or special damage or injury of any kind suffered by the Customer or any other person.
- 17. Indemnity**
- a. Other than to the extent that liability arises due to a breach of the warranty in clause 13.a, the Customer indemnifies and holds the Supplier harmless against any claims of whatever nature that arise from of the Customer's marketing of the Goods, including without limitation: Claims arising from death or personal injury, false efficacy claims, breach of warranty claims and claims arising from health and safety violations. The Customer further indemnifies and holds the Supplier harmless against, any claims of whatever nature that arise from the Supplier's use of the Customer's brands, artwork, packaging, formulations, instructions and specifications to produce the Goods.
 - b. The Customer shall indemnify and hold the Supplier harmless from and against any and all claims and damages of every kind arising due to the Customer breaching these Terms of Trade.
 - c. The Customer shall indemnify and holds the Supplier harmless from and against any third party claim related to Goods or the Sales Contract, unless the Customer demonstrates that the claim is a direct result of the gross negligence or wilful misconduct of the Supplier.
- 18. Intellectual Property**
- a. The Customer acknowledges the Supplier's ownership of the Intellectual Property. The Customer disclaims any interest in the Intellectual Property. The Customer shall not challenge the validity of the Intellectual Property. The Customer will not take any action prejudicial to the Intellectual Property.
 - b. The Customer acknowledges that from time to time it may have access to certain information (whether written or oral) relating to the Goods or the Intellectual Property of the Supplier or the affairs of the Supplier or its customers and which in-formation is not generally known to the public including, without limitation, price quotations, lists of the Supplier's customers and confidential or commercially sensitive methods and know how. The Customer agrees with and undertakes to the Supplier not, without the prior written consent of the Supplier, to disclose such information to any third party or use such information for the Customer's own benefit or for the benefit of any other person or in any way exploit such information, nor will the Customer provide any person with a copy of or disclose to any person the contents of any document containing such in-formation.
- 19. Domestic Customers - Personal Property Securities Act 2009 (Cth)**
- a. The Customer acknowledge that these Terms of Trade constitute a Security Agreement which creates (or may create) a Security Interest in favour of the Supplier and in all Personal Property previously supplied by the Supplier to the Customer (if any) and all after acquired Personal Property supplied to the Customer by the Supplier (or for the Customer's account) to secure the payment from time to time and at a time, including future advances. The Customer agrees to grant to The Supplier a Purchase Money Security Interest.
 - b. The Customer accepts, acknowledges and agrees that:
 - i. pursuant to the retention of title clause in clause 12.a, the Supplier obtains a Security Interest in all Goods and Services supplied by the Supplier to the Customer on credit, including any Commingled Goods;
 - ii. the Supplier can, without notice to the Customer, seek Registration of its Security Interest on the PPSR; and
 - iii. Pursuant to section 275(6) of the PPSA, the Customer agrees the Supplier is not required to disclose to an interested person information pertaining to the Supplier's Security Interest unless required to do so pursuant to the PPSA or at law generally.
 - c. The Customer will:
 - i. sign any further documents and/or provide any further information (which information the Customer warrants to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to enable perfection of its Security Interest or registration of a Financing Statement or Financing Change Statement on the PPSR;
 - ii. not register a Financing Change Statement or make a demand to alter the Financing Statement pursuant to section 178 of the PPSA in respect of the Goods, including any services, without the prior written consent of the Supplier;
 - iii. give the Supplier not less than 14 days written notice of any proposed change in their name and/or any other changes in their details (including but not limited to, changes in their address, facsimile number, email address, trading name or business practice);
 - iv. indemnify the Supplier against any costs the Supplier incurs in perfecting and maintaining its perfected Security Interest in the Goods or such other Personal Property under the PPSA and any costs the Supplier may incur in the course of enforcing any of its rights under this Agreement, the PPSA or at law generally;
 - v. procure from any persons considered by the Supplier to be relevant to its security position, such agreement and waivers as the Supplier may at any time reasonably require;
 - d. To the extent permitted by the PPSA the Customer waives its rights to:
 - i. receive a notice under any of subsections 95(1), 121(4), 129(2) and 130(1) and sections 135 and 157 of the PPSA;
 - ii. receive a statement that includes the information referred to in paragraph 132 (3)(d) of the PPSA ;
 - iii. receive a statement under subsection 132(4) of the PPSA;
 - iv. redeem Collateral after default under section 142 of the PPSA unless the lessor agrees in writing to such redemption;
 - v. reinstate the Security Agreement under section 143 of the PPSA ; and
 - vi. give a Notice of Objection under section 137 of the PPSA.
- 20. Withholding Supply**
- a. The Supplier reserves the right, irrespective of whether or not an order has been accepted and without notice to the Customer, to withhold supply to the Customer and the Supplier will not be liable for loss or damage resulting directly or indirectly from such action where:
 - i. The Supplier has insufficient Goods to fill the order;
 - ii. The Goods ordered have been discontinued; or
 - iii. The Supplier has determined in the Supplier's absolute discretion that credit should no longer be extended to the Customer.
- 21. Entire Agreement**
- a. These Terms and Conditions contain all the terms of the agreement between the parties and supersede all prior discussions and arrangements. In the event that there is any conflict between the provisions of these Terms and Conditions and the provisions of a Purchase Order or any record of any other agreement that the Customer may have with the Supplier, then the provisions of these Terms and Conditions shall prevail. The only exception to the foregoing will be a signed Sales Contract that will prevail in relation to specific clauses relating to Pricing, Minimum Order Values and Delivery Terms.
- 22. Confidentiality.**
- a. The Customer and the Supplier each agree to keep confidential all Confidential Information that it receives from the other party. Accordingly, each party agrees that it will not disclose or use that Confidential Information for its own benefit or the benefit of any third party. Each party agrees to take all reasonable steps to protect the Confidential Information and prevent its disclosure or use contrary to the obligation set forth herein.

- b. The obligations of confidentiality set forth herein shall not apply to information that
 - i. was in the public domain at the time of the disclosure,
 - ii. was already known to the receiving party prior to the time of disclosure by the disclosing party, as shown by documentary evidence,
 - iii. is available or becomes generally available to the public other than through a breach of these Terms and Conditions by the receiving party,
 - iv. is acquired or received rightfully and without confidential limitation by the receiving party from a third party, as shown by documentary evidence, or
 - v. is independently developed by the receiving party's employees who have no knowledge of or access to the disclosing party's Confidential Information, as shown by documentary evidence.
 - c. Each of the parties acknowledges and agrees that the unauthorized disclosure or other violation, or threatened violation of the confidentiality obligations by such party may cause irreparable damage to the other party. Each of the parties further agrees that the non-breaching party will be entitled to seek an injunction in any applicable jurisdiction prohibiting the breaching party from any such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or furnishing a bond or other security and in addition shall be entitled to such other relief to which it may be entitled in law or equity. Each party hereby indemnifies and holds the other harmless from and against all damages, losses and costs (including reasonable attorneys' fees) resulting from any such actual, attempted or threatened disclosure or violation.
 - d. For the sake of clarity it is acknowledged by the parties hereto that the pricing of the goods supplied and the trading terms provided are confidential information that should not be disclosed to any third party without the written approval of the other party.
- 23. Delivery and installation**
- a. The Customer must ensure that in the event that the Supplier is required to deliver the Goods to the Customer, or is required to install the Goods for the Customer that the Customer shall take all due care to ensure that the delivery address or the address where the goods are to be installed are safe and free of defects and comply in all regards with the applicable Work Health & Safety legislation.
- 24. Law & Jurisdiction**
- Australian law governs all transactions between the Customer and the Supplier. The Customer submits to the exclusive jurisdiction of Australian courts.
- a. The parties agree to submit to the non-exclusive jurisdiction of the Courts of the State of Victoria. If the Magistrates Court has jurisdiction the parties consent to the non-exclusive jurisdiction of the Magistrates Court closest to the Company's place of business.
 - b. An agreement formed pursuant to the Conditions of Sale shall be deemed to have been entered into at the Company's place of business.
- 25. The Competition and Consumer Act 2010 (Cth) and Fair Trading Acts**
- Nothing in these Terms of Trade is intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 (Cth) or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
- 26. No Waiver**
- No failure by the Supplier to insist upon strict performance of the Sales Contract, including any of these Terms of Trade, or any delay in exercising any of its rights or remedies, constitutes a waiver or variation.
- 27. OBLIGATIONS OF GUARANTOR(S) UNDER GUARANTEE AND INDEMNITY**
- a. The guarantor in consideration of the Supplier having agreed to supply the goods and services to the Customer at the guarantor's request —
 - i. guarantees that the Customer will perform all its obligations under the Sales Contract.
 - ii. must pay on demand any amount which the Supplier is entitled to recover from the Customer under the Sales Contract, and
 - iii. indemnifies the Supplier against all loss resulting from the Supplier's having entered into the Sales Contract whether from the Customer's failure to perform its obligations under it
 - b. The liability of the guarantor will not be affected by the Supplier granting the Customer or a guarantor time or any other indulgence, or agreeing not to sue the Customer or another guarantor
 - c. The guarantor agrees that —
 - i. the Supplier may retain all money received including dividends from the Customer's bankrupt estate, and need allow the guarantor a reduction in its liability under this guarantee only to the extent of the amount received,
 - ii. the guarantor must not seek to recover money from the Customer to reimburse the guarantor for payments made to the Supplier until the Supplier has been paid in full,
 - iii. the guarantor must not prove in the bankruptcy or winding up of the Customer for any amount which the Supplier has demanded from the guarantor, and
 - iv. the guarantor must pay the Supplier all money which the Supplier refunds to the Customer's liquidator or trustee in bankruptcy as preferential payments received from the Customer.
 - d. If any of the Customer's obligations are unenforceable against the Customer, then this clause is to operate as a separate indemnity and the guarantor indemnifies the Supplier against all loss resulting from the Supplier's inability to enforce performance of those obligations. The guarantor must pay the Supplier the amount of the loss resulting from the unenforceability.
 - e. If there is more than one guarantor, this guarantee binds them separately, together and in any combination.
- 28. Assignment**
- a. The Customer shall not assign its rights under these Terms of Trade without the written consent of the Supplier
 - b. The Supplier has the right to assign its rights under these Terms of Trade without the consent of the Customer.
- 29. Invalidity**
- In the event that any clause in these Terms of Trade is invalid or unenforceable, that clause will be amended, but only to the extent necessary to make it valid and enforceable. If amendment is not possible, that clause will be stricken from these Terms of Trade. However, the balance of these Terms of Trade will continue in full force and effect.
- 30. Amendment**
- The Supplier reserves the right to change these Terms and Conditions from time to time. The Supplier may notify the Customer of any such changes or will post the amended Terms and Conditions on its Web Site and the varied Terms and Conditions will apply to all Sales Contracts, requests, quotations, offers, instructions, purchase orders, sales contract confirmations, order confirmations and agreements entered into between the Supplier and the Customer after such notice is given or the Amended Terms and Conditions are posted to the Web Site.
- 31. Time is of the Essence**
- Stipulations as to time in the Sales Contract for performance by the Customer are of the essence. Stipulations as to time for performance by the Supplier in the Sales Contract are not of the essence.
- 32. Privacy consent**
- 32.1 The Supplier may give information to third parties about the Customer, its guarantors, directors or proprietors for the following purposes:
- (a) to obtain a consumer credit report about the Customer, its guarantors, directors or proprietors;
 - (b) to allow the credit reporting agency to create or maintain a credit information file containing information about the Customer, its guarantors, directors or proprietors;
 - (c) for registration on the PPSR or other public records or registers; and
 - (d) to obtain commercial credit information about the Customer, its guarantors, directors or proprietors from a credit reporting agency.
- 33. Charge**
- The Customer and all guarantors charge in favour of the Supplier all their estate and interest in any land which the Supplier or the guarantors (whether jointly or severally) now have or may later acquire and any other asset or trust asset with payment of all monies owed to the Supplier by the Customer or the Guarantors.