

KwikUP Sales Pty Ltd T/A

KwikUP Scaffold and Formwork

ABN: 73 126 430 920 12/65 Elizabeth Street, Wetherill Park NSW 2164

Phone: (02) 9725 3912 Email: accounts@kwikup.com.au Web: www.kwikup.com.au

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Client's Details: o	Individual o Sole Tra	der o	Trust o Par	tnership o Compar	y Other:			
Full or Legal Name:								
Trading Name (if different	ent from above):							
Physical Address:					State:	Postcode:		
Billing Address:					State:	Postcode:		
Email Address:						·		
Phone No: Fax No:					Mobile No:			
Personal Details: (please complete if you are an Individual)								
D.O.B. Driver's Licence No:								
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)								
ABN:		ACN:			Date Established (current ov	vners):		
Nature of Business:								
Paid Up Capital: \$		Estimat	ed Monthly Pure	chases: \$	Credit Limit Required: \$			
Principal Place of Busin	ness is: • Rented •	Owned	O Mortgaged (a	to whom):	•			
Directors / Owners / Tr	ustee (if more than two, ple	ease attac	h a separate shee	et)				
(1) Full Name:					D.O.B.			
Private Address:					State:	Postcode:		
Driver's Licence No:		Pho	one No:		Mobile No:			
(2) Full Name:					D.O.B.			
Private Address:					State:	Postcode:		
Driver's Licence No: Phone No:					Mobile No:			
Account Terms: O	30 Days • COD	0	Other:					
Purchase Order Requir	red? o YES	o NO)	Accounts to be emai	led? • YES • N	0		
Accounts Email Addres	SS:							
Accounts Contact:					Phone No:			
Bank and Branch:					Account No:			
Trade References: (ple	ease provide companies tha	at are willi	ng to do trade refe	erences)				
Nan	ne:		Addres	SS:	Phone / Fax / Email:			
1.								
2.								
3.								
I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of KwikUP Sales Pty Ltd T/A KwikUP Scaffold and Formwork which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.								
SIGNED (CLIENT): SIGNED (KWIKUP):								
WITNESS TO CLIENT'S SIGNATURE:								
Signed: Name: Date:								
OFFICE USE ONLY								
Account / Ref. No.	CREDIT LIMIT		AP	PROVED BY	DATA INPUTTED	DATE		
	\$					1 1		

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Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of KwikUP Sales Pty Ltd T/A KwikUP Scaffold and Formwork and its successors and assigns ("KwikUP") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Client") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- 1. **GUARANTEE** the due and punctual payment to KwikUP of all monies which are now owing to KwikUP by the Client and all further sums of money from time to time owing to KwikUP by the Client in respect of goods and services supplied or to be supplied by KwikUP to the Client or any other liability of the Client to KwikUP, and the due observance and performance by the Client of all its obligations contained or implied in any contract with KwikUP, including but not limited to the Terms & Conditions of Trade signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to KwikUP the Guarantor will immediately on demand pay the relevant amount to KwikUP. In consideration of KwikUP agreeing to supply the goods to the Client, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to KwikUP registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints KwikUP and each director of KwikUP as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which KwikUP may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register:
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
- 2. HOLD HARMLESS AND INDEMNIFY KwikUP on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, KwikUP in connection with:
 - (a) the supply of goods and/or services to the Client; or
 - (b) the recovery of monies owing to KwikUP by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to KwikUP's nominees contract default fee and legal costs; or
 - (c) monies paid by KwikUP with the Client's consent in settlement of a dispute that arises or results from a dispute between, KwikUP, the Client, and a third party or any combination thereof, over the supply of goods and/or services by KwikUP to the Client.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 3. I/We have received, read and understood KwikUP's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- 4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to KwikUP by the Client and all obligations herein have been fully paid satisfied and performed.
- 5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on KwikUP's part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client's obligations to KwikUP, each Guarantor shall be a principal debtor and liable to KwikUP accordingly.
- 6. If any payment received or recovered by KwikUP is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and KwikUP shall each be restored to the position in which they would have been had no such payment been made.
- 7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor and shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable)) contained in this Guarantee and Indemnity shall bind them jointly and severally.
- 8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to KwikUP.
- 9. I/we irrevocably authorise KwikUP to obtain from any person or company any information which KwikUP may require for credit reference purposes. I/We further irrevocably authorise KwikUP to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with KwikUP as a result of this Guarantee and Indemnity being actioned by KwikUP.
- 10. The above information is to be used by KwikUP for all purposes in connection with KwikUP considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1 SIGNED:		
FULL NAME:		
HOME ADDRESS:		
DATE OF BIRTH:		
SIGNATURE OF WITNESS:		
NAME OF WITNESS:		
OCCUPATION:		
PRESENT ADDRESS:		
EXECUTED as a Deed this	day of	20

GUARANTOR-2 SIGNED:		
FULL NAME:		
HOME ADDRESS:		
DATE OF BIRTH:		
SIGNATURE OF WITNESS:		
NAME OF WITNESS:		
OCCUPATION:		
PRESENT ADDRESS:		
EXECUTED as a Deed this	day of	20

Note: 1. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

2. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

KwikUP Sales Pty Ltd T/A KwikUP Scaffold and Formwork – Terms & Conditions of Trade

acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Client's behalf.

Defects, Warranties and Returns, Competition and Consumer 17.3 Act 2010 (CCA).

The Client must end believery notify to Wild Pin writing of any evident celectifications, shortage in quantity, or failure to comply with the description of quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such decide becomes evident. Upon such notification the Client must allow 17. KWLUP to inspect the Goods.

Wild Pin inspect the Goods.

Wild Pin inspect the Goods and the Client must allow 17. KWLUP of the Client must notify any other alleged defect becomes evident. Upon such notification the Client must allow 17. KWLUP to inspect the Goods.

Wild Pin inspect the Goods and the More Excluded Guarantees. On the representations under the Conditions (More Excluded Guarantees).

Wild Pin and Pin inspect the Wind Excluded Guarantees, wild Pin inspect of the Wind Excluded Guarantees, wild Pin makes no 17.5 warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the 17.6 Coods. KwikUP's [a) Inspect of the Wind Pin Respect of these warranties is limited to the western permitted by section 64A of Schedule (b) 2 KwikUP's required to replace the Goods under this clause or the (c) Definitions

*Contract" means the terms and conditions contained herein, 6.1 together with any Quotation, order, invoice or other document of, 6.1 amendments expressed to be supplemental to his Contract, wikkUP (b)

Scaffold and Formwork, its successors and assigns or any person acting on behalf of and with the authority of KwikUP Sales

Ply Ltd TiA KwikUP Scaffold and Formwork.

*Client" means the person's, entities or any person acting on behalf of and with the authority of the Client requesting KwikUP to provide 6.3 the Services as specified in any proposal, quotation, order, invoice or other documentation, and:

if there is more than one Client, is a reference to each Client jointly and severally, and Delivery of Goods
Delivery (Delivery) of the Goods is taken to occur at the time that:
the Client or the Client's nominated carrier takes possession of the 13.
Goods at KwikUP's address: or
KwikUP of KwikUP's nominated carrier) delivers the Goods to the 13.1
Client's nominated address even if the Client is not present at the Client's nominated address even if the Client is not present at the address. Al KwiKIP's sole discretion, the cost of Delivery is either included in the Price or is in addition to the Price. Any time specified by KwiKIP for Delivery of the Goods is an estimate only. The Client must take Delivery by receipt or collection set of the Goods and the Client's properties of the Goods and the Client's properties of the Goods as a ranged then KwiKIP shall be entitled to take Delivery of the Goods as arranged then KwiKIP shall be entitled to charge a reasonable feel for delivery and/or storage. KwiKIP may deliver the Goods in separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. 1.3 if there is more than one Chent, is a renework to country and severally; and if the Client is a partnership, it shall bind each partner jointly and b) severally; and if the Client is a part of a Trust, shall be bound in their capacity as a 6.4 (c) separate instalment shall be invoiced and paid in accordance with 13.4 Risk of damage to or loss of the Goods passes to the Client on Delwey and the Client must insure the Goods on or before Delwey. Risk of damage to or loss of the Goods on or before Delwey and the Client must insure the Goods on or before Delwey. The Client of the Clie e; and es the Client's executors, administrators, successors and per d) assigns.

Goods' means all Goods or Services supplied by KwikUP to the 7.1 Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for 7.2 be other) Clouds the Clearl's request from time to time (where the context so clouds to savives shall be interchangeable for 7.2 line other). The clearl's request from time to time (where the context so the other). Confiderial Information means information of a confiderial nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial ariars, contract, citent information including but not limited to, 7.3 Personal Information such as a name, additions. On the contract information such as a name, additions. On the contract information with the contract information (where applicable), previous credit applications, credit history) and pricing defails. Cookies' means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and websile, and the contract information in the pricing defails. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and websile, and have a contract information in the pricing from the websile, then the Client shall have the right to enable / disable provided on the websile. Price' means the Price payable (plus any GST where applicable) for the Goods as greed between KwikUP and the Client in accordance 7.6 with clause 5 below. liability is limited to the extent permitted by section 64A of Schedule (b) If KwikUP is required to replace the Goods under this clause or the (c) CCA, but is unable to do so, KwikUP may returnd any money the office of the consumer within the meaning of the CCA, but is unable to do so, kwikUP may returnd any money the office of the consumer within the meaning of the CCA, which is a consumer within the meaning of the CCA, if the consumer within the Goods is:

17.7 imited to the value of any express warranty or warranty card provided to the Client by KwikUP, all kwikUP is entitled, if KwikUP did not (a) imited to any warranty to which kwikUP is entitled, if KwikUP did not (a) imited to any warranty to which kwikUP is entitled, if KwikUP did not (a) imited to any warranty to which kwikUP is entitled, if KwikUP did not (b) the Client has compiled with the kwikUP is entitled, if KwikUP did not have been considered to this clause 13. returns will only be accepted provided that (a) the Client has compiled with the provisions of clause 13.1 and (b) KwikUP has agreed that the Goods are defective; and (b) KwikUP has agreed that the Goods are defective; and (b) KwikUP has been considered as its possible. Only the country of the Client familiarity and considered as its possible. Notwithstanding clauses 13.1 to 13.8 but subject to the CCA, kwikUP shall not be liable for any defect or damage which may be (f) caused or partly caused by or arise as a result of the Client familiar or store any Goods: the Client familiar or store of any oppose other than that for which the Client conflibition the use of any Goods are any defect or damage which may be (f) caused or partly caused by or arise as a result of the Client conflibition the use of any Goods after any defect or damage which may be (f) caused or partly caused for any oppose other than that for which the Client conflibition the use of any Goods after any defect or damage which may be (f). 1.7 means Goods and Services Tax as defined within the "A New (a) ystem (Goods and Services Tax) Act 1999" (Cth). (b) Acceptance
The Clent is taken to have exclusively accepted and is immediately (c) bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts believery of the Goods.

(d) In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the 8. parties have entered info, the terms of this Contract shall prevail.

8,1
Any amendment to the terms and conditions contained in this (Contract may only be amended in writing by the consent of both parties). they were designed; the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent the Client continuing the use of any Goods after any defect became apparent or should have become apparent or a reasonably prudent (g) the Client failing to follow any instructions or guidelines provided by (h) fair wear and tear, any accident, or act of God.

In the case of second hand Goods, unless the Client is a consumer 17, 9 under the CCA, the Client acknowledges that it has had full (a) opportunity to inspect the second hand Goods prior to Delivery and under the CCA, the Client acknowledges that it has had full (a) opportunity to inspect the second hand Goods prior to Delivery and on warranty is given by KwikUP as to the quality or suitability for any (b) purpose and any implied, warranty, statutory or otherwise, it is expressly excluded. The Client acknowledges and agrees that 17 client acknowledges and agrees to the 18 client acknowledges and agrees that 17 client acknowledges and acknowledges apparent or should have become apparent to a reasonably prudent operator or user;
(g) the Client failing to follow any instructions or guidelines provided by KwikUP;
(h) 2.2 parties have entered into, the terms of this Contract shall prevair. Any amendment to the terms and conditions contained in this (a) Contract may only be amended in writing by the consent of both (b) The Client acknowledges and accepts that:

The supply of Goods on credit shall not take effect until the Client has completed a credit application with KwikUP and it has been (c) approved with a credit limit established for the account; and in the event that the supply of Goods request exceeds the Clients credit fimit and/or the account exceeds the payment terms, KwikUP since the client account and in the event that the supply of Goods request exceeds the Clients credit fimit and/or the account exceeds the payment terms, KwikUP accounts and the contract of the salisfy liself at commencement that the Goods is suitable for its purposes; but the Control of 2.4 a) Compelency and/or are fully licensed to operate the Coods and Compelency and/or are fully licensed to operate the Coods and a operation.

Compliance with Laws

The Client and KwikUP shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods, including any 13.12 may be required for the use of the Goods. The Client and the expense of the Client) all icenses and approvals that may be required for the use of the Goods. The Client agrees that the site will comply with any work health and 13.13 safety (WHS) laws relating to the worksite and any other relevant safety standards or legislation. The Client agrees that the site will comply with any work health and 13.13 safety (WHS) laws relating to the worksite and any other relevant safety sandards or legislation. The Client agrees that the site will comply the Goods shall not 14.1 to 13.15 the constitution of th c) KWIKUP and the Client agree that ownership of the Goods Shall HOLL 19.1

Jass until:

The Client has paid KwIKUP all amounts owing to KwIKUP:

Receipt by KwIKUP of any form of payment other than cash shall not

be deemed to be payment until that form of payment has been 14.2

be deemed to be payment until that form of payment has been 14.2

It is further agreed that, until ownership of the Goods passes to the

Client in accordance with clause 10.1:

the Client is only a ballee of the Goods and must return the Goods to

KwIKUP on regulest:

the Client holds the benefit of the Client's insurance of the Goods on

Tust for KwIKUP and must pay to KwIKUP the proceeds of any

Insurance in the event of the Goods being lost, damaged or 15.

destroyed: a) b) destroyed:

the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of businesss and for market value. If the Client sells, disposses or parts with possession of the clouds then the client must hold the proceeds of any south act on the client must hold the proceeds of sells with UP and must pay or deliver the proceeds to KwikUP and 15.2 demand. 3.2 with clause 3.1, and is not altributable to the negitigence and/or wirrul misconduct of KwikUP; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.

Change in Contract kwikUP; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.

Change in Contract kwikUP; not less than fourteen (14) days grior wirtien notice of any proposed change of ownership of the Client of and or and or any other change in the Clients folds (including but not limited to, changes in the Clients sname, address, contact phone or any numbers, change of trustees, or business practice). The Client shall be liable for any loss incurred by KwikUP as a result of the (e) Client's failure to comply with this clause.

Al KwikUPs of the discretion, the Price shall be either: as indicated on any invoice provided by KwikUP to the Client or the Price as at the date of Delivery of the Goods according to (g) KwikUPs quoted price (subject to clause 5.2) which will be valid for the Price and the contract of the Price and the price is a variation to the Goods which are to be supplied is requested: or 11. If a variation to the Goods which are to be supplied is requested or 11. If a variation to the Goods which are to be supplied is requested or or in during the course of the Services, the Goods are not or cease to available from KwikUPs third party suppliers, then KwikUP 11.2 owners additional Services are required due to the discovery of indiden or unidentifiate difficulties which are only discovered on commencement of the Services; or increases to KwikUP in the cost of fluctuations or in the event of increases to KwikUP in the cost of 11.3 dollar value of media prices that result in indicases to KwikUP in the cost of reason which are only discovered on commencement of the development of the cost of raw available to any variation as a result of fluctuations or in the event of increases to KwikUP in the cost of 11.3 dollar value of media prices that result in indicases to KwikUP in trust for KwikUP and must pay or deriver time process to x minute on demand: the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on irust for the benefit of KwikUP and must self, dispose of or return the resulting product to KwikUP as it so directs. The control of the control o the Object II retitueably submitted to whether any precise 15.3 where KwikUP believes the Goods are kept and recover possession of the Goods. WikUP may recover possession of any Goods in transit whether or not Delivery has occurred: the Client Shall not charge or grant an encumbrance over the Coods the Client Shall not charge or grant an encumbrance over the Coods while 15.4 key remain the property of KwikUP may interest in the Goods while 15.4 key remain the property of KwikUP. WikuP may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client Securities and the Client (a) property of KwikUP may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client Securities and 2009 (PPSA). (a) Personal Property Securities and 2009 (PPSA) (a) Personal Property Securities and 2009 (PPSA) (a) Personal Property Securities and conditions in writing the Client (c) acknowledges and agrees that these terms and conditions constitute a security agreement (in the purposes of the PSA and creating a considerable of the Client (c) acknowledges and agrees that these terms and conditions constitute a security agreement (in the purposes of the PSA and creating a constitute of the Client (c) acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PSA and creating a constitute and the constitute of the Client (c) acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PSA and creating a constitute and the constitute of the Client (c) acknowledges and agrees that these terms and conditions constitute a security agreement of the Client (c) acknowledges and agrees that these terms and conditions constitute as security agreement (in the purposes of the PSA and creating the Client (c) acknowledges and agreement (c) acknowledges and agreement (c) acknowledges and agreement (c) acknowled (c) KWKUP's Control.

Variations will be charged for on the basis of KwikUP's quotation, and will be detailed in withing, and shown as variations on KwikUP's invoice. The Client shall be required to respond to any variation submitted by KwikUP within ten (10) working days. Failure to do so will entitle KwikUP to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their combrellon. (ii) any other document required to be registered by the (iii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii): (any other a detection of a statement recircular on malacian recipion of 1.3(a)(b)); indemnity, and upon demand reimburse, KwikUP for all expenses incurred in registering a linancing statement or financing change 16.3 statement on the Personal Property Securities Register established by the PPSA or releasting any Goods charged thereby, not register a linancing change statement in respect of a security not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral financing in linancing change statement in relation to the Goods and/or collateral financing in linancing change statement and respectively. ayment for all variations must be made in full at the time of their (b) impletion. If which is a deposit may be required. KwikUP's sole discretion, a deposit may be required. Which is a deposit may be respected by the Client on the date/s determined by KwikUP, which (c) a payable by the Client on the date/s determined by KwikUP, which (c) be payacs of a may be a may be

the Client has exceeded any applicable credit limit provided by KwikUP; KWIKULF:

The Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes (c) an assignment for the benefit of its creditors, or therwise) or a receiver, manager, fluidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the person is appointed in respect or the cheek of any design of the Client. Cancellation without prejudice in any other remedies swikUP may have, if at any without prejudice in any other remedies without prejudice in the case of any other production through the relating or terminate the supply of Goods to the Client, kwikUP will not be 21.1 liable to the Client for any loss or damage the Client swikUP nast exercised its fights under this clause. KwikUP may cancel any contract to which use terms and conditions apply or cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving Client for the Goods. KwikUP shall not be liable for any loss or 21.2 damage whatsoever arising from such cancellation. Goods are delivered by giving written notice to the Client. On giving such notice Kwilk P shall reposity to the Client and more paid by the Client for the Goods. Kwilk P shall not be liable for any loss or 21.2 for the client of the Goods. Kwilk P shall not be liable for any loss or 21.2 for the event that the Client cancel belivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by KwikUP as a direct result of the cancellation (including, but not limited to, any loss of profits).

Cancellation of orders for Goods made to the Client's specifications, or for non-stockist items, will definitely not be accepted once 21.3 producing has commenced, or an order has been placed.

All emails, documents, images or other recorded information held or used by KwikUP is Personal Information as defined and referred to in clause 17.3, and therefore considered Confidential Information. Ackieved the Confidential Information, as defined and referred to in clause 17.3, and therefore considered Confidential Information. KwikUP acknowledges its obligation in relation to the handling, use, 21.4 disclosure and processing of Personal Information pursuant to the Privacy Act 1988 (the ACT) including the Part III of the Act being 21.5 Privacy Amendment (Molifable Data Breaches) Act 2017 (MBb) and Privacy Laws), with the Client of the Client SwikUP acknowledges its obligation of relation of the Client Privacy Laws (including the Area (TEAT), under the EU Data Privacy Laws (including the Area (TEAT), under the EU Data Privacy Laws (including the Area Privacy Laws), KwikUP acknowledges that the event it becomes aware of any data breaches and/or disclosure of the Client SwikUP with respect of Cookies where Personal Information and must be approved by the Client by written consent, unless subject to an operation of laws to such Cookies and/or similar details; such techniques with a special or of the client skind privacy Laws) the collection of Personal Information such as the Particular and such a KwikUP: immediately advise KwikUP of any material change in its business practices of selling the Goods which would result in a change in the nature of proceed derived from such sales. Post of the PPSA do not apply to the Security agreement created by these terms and conditions. The Client waives their rights to receive notices under sections 95, The Client waives their rights as a grantor and/or adobt or the client waives their nights as a grantor and/or a debtor under liness otherwise agreed to in writing by KwikUP the Client waives find the client waives their nights as a figuration and/or a debtor under the client waives their nights as a winding the waives their liness otherwise agreed to in writing by KwikUP the Client waives sections 142 and 143 of the PPSA.

Unless otherwise agreed to in writing by KwikUP, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA. instruction of the PSA. It is not action to the properties the state of the properties that the clauses 11.3 to 11.5. under clauses 11.3 to 11.5.
Subject to any express provisions to the contrary (including those conclained in this clause 11), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions 17.2 confained in this closure. It is continued to that the effect of contracting out or any or one intended to have the effect of for the end of the PPSA. Security and Charge for consideration of kinkfully agreeing to supply the Goods, the Client charges all of its rights, life and inferest (whether joint or several) in charges and of its rights, life and inferest (whether joint or several) in the client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (a) (including, but not limited to, the payment of any money). The Client indemnities KwikUP from and against all KwikUP's costs (c) and disbursements including legal costs on a solicitor and own client basis incurred in exercising KwikUP's rights under this clause. The Client irrevocably appoints KwikUP' and each director of KwikUP as the Client's true and lawful altorney's to perform all necessary. technology allows the collection of Personal Information such as the Client's:
IP address, browser, email client type and other similar details; tracking website usage and traffic; and reports are available to KwikUP when KwikUP sends an email to the Client, as KwikUP may collect and review that information ('collectively Personal Information') in order to enable? disable the collection of Personal Information by way of Cookies, the Client shall have the right to enable? I disable the Colkes first by selecting the option to enable? I disable, provided on

the website prior to proceeding with a purchase/order via KwikUPs website.

The Client agrees for KwikUP to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Fazebook or Twitter details), medical insurance details or next of kin and other contact information (where provided in the contact information (where provided in the contact information (where provided in the contact information (where the contact information (where the contact information about the Client agrees that KwikUP may exchange information about the Client agrees that KwikUP may exchange information about the Client agrees that KwikUP may exchange information about the Client agrees that the contact of the website prior to proceeding with a purchase/order via KwikUPs and/or status in realization to the provision of Goods and/or status in realization to the provision of Goods and/or status in realization of the processing of an payment instructions, direct debit facilities and/or credit facilities requested by the Client and/or credit facilities requested by the Client and/or Goods.

KwikUP may give information about the Client to a CRB for the following purposes: to obtain a consumer credit report allow the CRB to create or maintain a credit information file about the information given to the CRB may include: Personal Information of the credit provider to the Client: Whether the credit provider is a licensee; type of consumer credit the control of the CRB may include the CRB may incorrect Personal Information about the CRB may incorrect Personal Information about the CRB may incorrect Personal Information about the CRB may incorrect Personal Information and the All May Incorrect and incorrect may call the CRB may incorrect Personal Information and the CRB may incorrect Person 17 7 event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner a www.oaic.gov.au.

Other Applicable Legislation
At KwikUPs sole discretion, if there are any disputes or claims fo any active the provisions of the Bulders and of Services then the provisions of the Bulders (Provisions of the Bulders and Commissioner) and the Provisions of the Bulders (Provisions of the Bulders and Commissioner) and the Provisions of the Bulders (Provisioner) and the Provisions of the Bulders (Provisioner) and the Provisioner of the Provisioner of Provisioner of the Archivers of the Archivers of the Provisioner of the Archivers of the Archivers of the Provisioner of the Archivers of the Arc (a) by handing the notice to the other party, in person;
(b) by leaving it at the address of the other party as stated in this.

(c) by sending it at the address of the other party as stated in this.

(d) if send by registered gost to the address of the other party.

(d) if send by facsimile transmission to the fax number of the other party as stated in this Contract.

(e) if send by mail to the other party last known email address. Any notice that is posted shall be deemed to have been served unless the contrary is shown, at the time when by the ordinary concerns of post, the notice would have been delived.

(f) the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of frustee of any furst. (Trust) there where not kniklpt may have notice of the Trust, the client now the contract extends to all right after a first party and the contract to acting in the capacity of trustee of any furst. (Trust) there were not to the contract extends to all right and the notice of the trust, the client now the contract extends to all right and the furst function to extend the contract and the furst function to extend the contract and the provisions of the Trust to no purport to exclude or take away the right of indemnity of the Client against the Trust or the furst fund. The Client will not release the right of indemnity or commit any treach of trust or be a party to an other capacity of the following events:

(i) the removal, replacement or retirement of the Client as trustee of the furst.

(ii) any advancement or distribution of capital of the Trust: or fell and the provision, or shall all affect that party's fight to subsequently enforce that provision, not shall and conflicions shall not be therefall as a waher of that provision, not shall affect that party's fight to subsequently enforce that provision, not shall affect that party's fight to subsequently enforce that provision, not shall affect that party's fight to subsequently enforce that provision, not shall affect that party' (ii) any alteration to variation of interems of ne interest.

(iii) any advancement or distribution of capital of the Trust: or (iii) any advancement or distribution of capital of the Trust: or (iii) any advancement or distribution of capital of the Trust: or (iii) any advancement of the trust property.

General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a walver of that provision, no shall it affect that partys right to subsequently enforce that provision if any provision of that partys right to subsequently enforce that provision if any provision of that partys right to subsequently enforce that provisions shall not be affected. These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which the Goods and/o services were provided by KwikUP to the Client however, in the event of a dispute that deems necessary for the matter to be referred to a Magistrates or higher Court then jurisdiction will be subject to the courts in the state of New South Wales in which KwikUP as the Subject to Laws 13. KwikUP shall be under no liability whatsoeve to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out o a breach by KwikUP of these terms and conditions (alternative) expense (including loss of profit) suffered by the Client arising out o a breach by KwikUP of these terms and conditions (alternative) which were the contract by so doing. Furthermore, the Client agrees and kwikUP may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract of which the Client acreepts such changes, or otherwise at such time as the Client makes a surface of the contract and the effect from the date on which the Client accepts such changes, or otherwise at such time as the Client in the contract of God war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other e

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the date specified on any invoice or other form as being the date for payment: or lailing any notice to the contrary, the date which is seven (?) days following the date of any invoice given to the Client by KwikUP following the date of any invoice given to the Client by KwikUP heque, 11.5 electronicon-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client 11.6 kwikUP invoice that KwikUP determines and may do so at the time of recept or at any time afterwards. On any default by the card the time of recept or at any time afterwards. On any default by the card the time of the contract of the contra

Invoke is in dispute.

Unless otherwise stated the Price does not include CST. In addition to the Price, the Client must pay to KwkIJP an amount equal to any CST. KwkIJP must pay for any supply by KwkIJP and amount equal to any CST. KwkIJP must pay for any supply by KwkIJP under this or any other agreement for the sale of the Goods. The Client must pay CST, without deduction or set off of any other amounts, at the same 1.2 time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly 12.3 included in the Price.