



Terms and Conditions of Trade and Credit Terms

1. Acceptance of Terms

These Terms apply to all transactions between the Customer and Briteforce relating to the Products. Acceptance by the Customer of any Quotation or a Customer taking delivery of any Products, will constitute acceptance by the Customer of these Terms and an Agreement between Briteforce and the Customer for the supply of the Products in accordance with the Quotation and these Terms.

2. Quotation and Ordering Products

- (a) Quotations are valid for 30 days from the date of issue, unless withdrawn earlier by Briteforce at its sole discretion. Briteforce may withdraw any Quotation at any time prior to acceptance by the Customer.
- (b) Quotations must be accepted by the Customer by notice to Briteforce. Briteforce is not obliged to provide any Products to the Customer unless and until the Customer has accepted the Quotation for those Products.
- (c) The Price for Products specified in a Quotation is based upon the prevailing costs and conditions at the time of making the Quotation, and may be subject to variation.
- (d) The Price is on an EXW basis and does not include any charges for packaging, delivery, freight or loading, the cost of which shall be borne by the Customer, unless otherwise agreed between in writing by Briteforce and the Customer.

3. Price, Payment Terms and Additional Costs

- (a) Briteforce may require a deposit to be paid by the Customer prior to providing any Product. The terms of any deposit requested by Briteforce shall be at Briteforce' sole discretion. To the maximum extent permitted by law, any deposit paid by the Customer to Briteforce is non-refundable in any circumstance.
- (b) The Customer must make payment to Briteforce of the Price for all Products provided or agreed to be provided by Briteforce, and must reimburse Briteforce for all costs incurred by Briteforce in providing or attempting to provide all or any of the Products.
- (c) The Customer must pay all Invoices on their due date for payment, without any deduction or set-off of any kind. Where no due date is stipulated on an Invoice, the Customer must make payment within 7 days of the date of the relevant Invoice. If a Credit Facility is offered by Briteforce, payment of all Invoices and all or any part of the Price must be made in accordance with the terms of that Credit Facility.
- (d) Payment of the Price and all Invoices must be made by electronic funds transfer to Briteforce' bank account or to such other account nominated by Briteforce in writing from time to time.
- (e) In addition to the Price, the Customer must pay all other monies required to be paid by Briteforce pursuant to or in relation to an Agreement, including any stamp or other duty assessed on the Agreement or any fee required to register or maintain any security interest (as that term is defined in the PPSA) held by Briteforce in respect of Products supplied to the Customer.

4. Variation

- (a) Briteforce may at its discretion issue to the Customer an amended Quotation, an additional Quotation and/or a replacement Quotation, where:
 - (i) The Customer seeks to accept a Quotation later than 30 days from its date of issue;
 - (ii) Briteforce has withdrawn a Quotation prior to acceptance;
 - (iii) The Customer requests Products additional to, or varies, any Products described in a Quotation;
 - (iv) Any information provided by the Customer for the purposes of the Quotation is incorrect, incomplete or inaccurate, or changes between the date of issue of the Quotation and the date of delivery of the Products;
 - (v) The Customer fails to do anything required to be done by it under these Terms, which alters the Price, scope or timeframe for provision of any Products the subject of any Quotation previously issued by Briteforce;
 - (vi) The provision of the Products by Briteforce is delayed for any reason for a period of 45 days following formal acceptance by the Customer of the Quotation to which those Products relate;
 - (vii) Any relevant international exchange rate increases the cost of the Products by 5% or more.
- (b) An amended, additional or replacement Quotation may amend, add to or replace:
 - (i) The range and description of Products to be provided by Briteforce;
 - (ii) The Price for Products to be provided by Briteforce;
 - (iii) The timeframe for providing Products; and
 - (iv) Any other aspect of a Quotation, and any matter connected with the provision of the Products by Briteforce.
- (c) Briteforce may vary these Terms at any time by written notice to the Customer. Notice may be sent by pre-paid post to the Customer's address or sent by email to the last known email address of the Customer.
- (d) Any variation requested by the Customer to any Quotation and/or Products must be made to Briteforce in writing and is subject to acceptance and approval by Briteforce.

5. Provision of Products

- (a) Unless otherwise agreed in writing between Briteforce and the Customer, all Products are EXW and will be provided by Briteforce for collection by the Customer or their nominated carrier from Briteforce' Premises or at such other place specified on a Quotation.
- (b) Products must be collected within 10 Business Days of Briteforce notifying the Customer that the Products are available for collection.
- (c) Briteforce may, in its sole discretion agree to arrange delivery of the Products to a Customer or to their nominated Site, by Briteforce or its nominated carrier. By its acceptance of the Quotation, the Customer represents to Briteforce that the Customer is lawfully entitled and authorised to occupy the Site, and permits and authorises Briteforce to enter the Site for the purpose of delivering any Products;
- (d) If Briteforce agrees to arrange delivery of any Products pursuant to clause 5(c), the Customer agrees that it shall be

liable for all delivery charges and associated costs incurred by Briteforce, which shall be payable within 7 days of delivery.

- (e) Where Briteforce is unable to provide or is delayed in providing any Products because:
 - (i) the Customer fails to collect the Products within the time period specified at clause 5(b);
 - (ii) the Customer is not present at the Site or fails to provide Briteforce with full access to the Site at the time of delivery;
 - (iii) Briteforce is unable to gain access to the Site, or provide the Products, for any reason beyond Briteforce' control; or
 - (iv) The Customer has failed to pay any deposit by its due date for payment or do any other thing required of the Customer under these Terms; then

Briteforce shall be entitled, at its sole discretion, to:

- (v) refuse to provide or defer or delay the delivery of any Products until such time as the reason for such delay has been resolved, or otherwise to deliver the Products at a location of its choice, including a location in the vicinity of the Site, or a warehouse or other storage facility; and
- (vi) charge an additional amount for costs incurred for transport or storage of Products.

6. Overdue Accounts, Interest and Security

- (a) Any amount owing by the Customer to Briteforce and not paid by the due date for any reason, shall incur interest at a rate of 8% per annum, or part thereof, on the unpaid amount. Interest shall be calculated on the daily balance of the outstanding amount on the basis of a 365 day year and is payable on demand.
- (b) The Customer agrees to pay all costs and expenses (including legal costs on a full indemnity basis, commissions paid by Briteforce or its Related Bodies Corporate to any commercial or mercantile agent and dishonour fees) incurred by Briteforce in connection with the recovery of overdue amounts and enforcing the charge in clause 6(c).
- (c) As security for the due and punctual payment of any amounts due to Briteforce from time to time and the performance of the obligations and liabilities of the Customer hereunder, the Customer hereby charges all of its legal and equitable interest (including as trustee or beneficial owner, both present and future) of whatsoever nature held in the Products and any and all Real Property and any of its personal property (including present and after-acquired property), in favour of Briteforce.
- (d) Without limiting the generality of the charge created by clause 6(c), the Customer agrees, on request by Briteforce, to execute any and all documents and do any and all things reasonably required by Briteforce to perfect the charges created by clause 6(c) including registering a mortgage or mortgages, absolute caveats or both over any Real Property. In the event that the Customer fails to execute and deliver the requested documents, the Customer hereby appoints Briteforce as its lawful attorney for the purposes of executing and registering any documents and taking all such steps in that regard. The Customer hereby undertakes to indemnify and keep indemnified Briteforce on a full indemnity basis from and against any and all costs and expenses incurred by Briteforce in connection with the preparation and registration of any such mortgage, caveat or other security documents.

- (e) The Customer consents unconditionally to Briteforce lodging an absolute caveat or caveats noting its interest in any Real Property, pursuant to the charging provisions of this clause.
- (f) A statement in writing signed by an authorised officer of Briteforce setting out the moneys due or owing to Briteforce at the date of that statement, shall be sufficient evidence of the amount so due or owing unless the contrary is proven.

7. Credit

- (a) Briteforce may, in its sole discretion, agree to offer the Customer a Credit Facility. The Customer has no entitlement to credit. If Briteforce offers the Customer a Credit Facility, Briteforce reserves the right at any time and for any reason in Briteforce' sole discretion to refuse to supply any further Products to the Customer on credit terms, or to vary the Credit Facility that Briteforce has offered to the Customer.
- (b) The Customer accepts and acknowledges that the Credit Facility shall remain in the name stated by the Customer in its Credit Application until Briteforce is notified otherwise in writing, and consents to any change in writing, at the sole discretion of Briteforce.
- (c) If the Customer fails to comply with these Terms or suffers an Insolvency Event or makes any misrepresentation to Briteforce, or the Credit Facility is assigned without the consent of Briteforce, the balance of the Customer's account to Briteforce will immediately become due and payable upon demand by Briteforce.
- (d) The Customer agrees that it must advise Briteforce in writing of the occurrence of any Insolvency Event, any change in its name, ownership or control as soon as practicable and not later than within 2 Business Days of such event or change occurring. The Customer acknowledges that, despite any such event or change the Customer remains liable to pay the Price for all Products supplied and all other monies payable by the Customer under the Agreement.

8. Retention of title

- (a) Briteforce retains full legal and equitable title in and to any and all Products supplied to the Customer, until payment of the Price and all other monies payable under the Agreement by the Customer and/or any Guarantor has been received in full by Briteforce. Until payment of the Price and all monies under the Agreement has been received, the following terms apply:
 - (i) Briteforce is irrevocably entitled at any time and from time to time, to inspect and/or to recover and retake possession of any or all such Products, and otherwise to exercise in relation to any or all such Products any and all of its legal and equitable rights whether those rights are as owner and/or unpaid seller or otherwise, and whether those rights are conferred by common law, contract, statute or in any other way;
 - (ii) In order to exercise such rights and entitlement, Briteforce and its agents are irrevocably authorised by the Customer to enter into or upon any Site, the Customer's premises (if different from the Site) or those of any third party. The Customer agrees to obtain the consent of any such third party to such entry by Briteforce, and hereby agrees and undertakes to indemnify and keep indemnified Briteforce and its agents from and against any and all Claims, costs, damages, losses or liability of whatsoever kind, arising or resulting in any way from any entry into or upon such third parties' premises;

- (iii) Briteforce and its agents agree to take all reasonable care in removing the Products from the Site and any such premises but, to the fullest extent that this liability may be disclaimed by law, are and will not be liable for any damage or injury of any kind, caused to the Site and any such premises by the removal of the Products, and the indemnity given above by the Customer shall extend equally to such removal.
- (b) This reservation of title and ownership is effective and fully enforceable, regardless of whether or not the Products have been altered from their supplied form or commingled with other goods or Products.

9. Personal Property Securities Act

- (a) In this clause, capitalised terms that are not otherwise defined in these Terms have the same meaning as ascribed to them in the PPSA unless the context otherwise requires, and references to sections are to sections of the PPSA.
- (b) The retention of title arrangement described in clause 8 above, constitutes the grant of a Purchase Money Security Interest by the Customer in favour of Briteforce in respect of all present and after-acquired Products supplied to the Customer by Briteforce.
- (c) The Customer acknowledges that the Agreement constitutes a Security Agreement and creates a general Security Interest in all of the Customer's present and after acquired Personal Property.
- (d) The Customer must immediately, if so requested by Briteforce, sign any and all documents, provide any and all necessary information and do anything else required by Briteforce to ensure that each of Briteforce's Security Interests are Perfected.
- (e) The Customer will not enter into any Security Agreement that permits any other person to have or to register any Security Interest in respect of the Products until Briteforce has Perfected its Security Interests.
- (f) The Parties agree to contract out of the application of sections 125, 132(3)(d), 132(4), 135, 142, 143, 129(2) and (3), 132, 133(1)(b) (as it relates to the Security Interest of the Secured Party), 134(2), 135, 136(3 to 5) of the PPSA.
- (g) The Customer hereby waives any rights the Customer may otherwise have to receive any notice under the PPSA (including notice pursuant to section 95 or 130 of the PPSA and notice of a verification statement) unless that notice is mandatory.
- (h) The Customer and any Guarantor hereby indemnify Briteforce against any costs Briteforce incurs in perfecting and maintaining any Security Interest in the Products or other Personal Property under the PPSA and any costs Briteforce may incur, including legal costs, in the course of enforcing any of its rights under the Agreement, the PPSA or at law generally.

10. Risk

Subject at all times to Briteforce's reservation of title and ownership, risk in relation to any Products passes to the Customer on the day that Briteforce notifies the Customer that the Products are available for collection from the Premises, notwithstanding whether any other delivery terms have been agreed by Briteforce at the request of the Customer.

11. Cancellation

- (a) Briteforce may cancel the Agreement or delivery of all or part of the Products at any time before those Products are

provided, by giving written notice to the Customer. On giving such notice, Briteforce shall refund any monies paid by the Customer in advance for any part of the Products not provided at the date of cancellation, provided that Briteforce shall be entitled to apply and pay any portion of the monies so paid towards and in compensation of any Loss incurred by Briteforce due to dishonest, reckless or misleading conduct of the Customer, or any breach of the Agreement by the Customer. Briteforce will not be liable to the Customer or any other entity for any Loss arising from such cancellation.

- (b) No Products the subject of an accepted Quotation or Agreement, may be cancelled by the Customer except with the written consent of Briteforce. If the Customer cancels a Quotation or the delivery of any Products (with the consent of Briteforce), it is a condition of that consent that Briteforce has the right to claim indemnity from the Customer and the Guarantor against all losses suffered by Briteforce as a result of that cancellation.

12. Default and Termination

- (a) This Agreement may be terminated at any time by mutual agreement between Briteforce and the Customer. Termination shall be without prejudice to any claim either Party may have against the other Party arising from any breach of the Agreement or any act, default or omission (including negligence) prior to the date of termination.
- (b) Subject to clause 12(c) and without prejudice to any other remedies available to Briteforce, if at any time the Customer is in breach of any obligation under an Agreement or these Terms and the Customer fails to rectify or remedy that breach to the satisfaction of Briteforce within 7 days of notice given by Briteforce to the Customer to rectify or remedy that breach, Briteforce may suspend or terminate any or all of its obligations under any Agreement, including the obligation to provide Products to the Customer. Briteforce will not be liable to the Customer for any Loss the Customer suffers because Briteforce has exercised its rights under this clause.
- (c) On the occurrence of any of the following events and without prejudice to Briteforce's other remedies at law, Briteforce is entitled to immediately terminate the Agreement (without notice) and all amounts owing to Briteforce shall, whether or not due for payment, become immediately payable:
 - (i) Any money payable to Briteforce becomes overdue;
 - (ii) Briteforce deems that the Customer is or will be unable to meet its payments as they fall due; or
 - (iii) The Customer becomes insolvent or suffers an Insolvency Event.
- (d) If Briteforce terminates the Agreement for any reason then the Customer shall pay to Briteforce all amounts outstanding for the supply of Products provided up to the date of termination, whether invoiced or not, and all other monies payable under the Agreement.

13. Warranty

- (a) Briteforce's liability for Products manufactured by it is limited to making good any defects. This must be done by repairing the defects or, at Briteforce's option, by replacement, within a period not exceeding 36 calendar months after the date of the applicable Invoice. This applies so long as:
 - (i) the defects have arisen solely from faulty materials or workmanship;

- (ii) the Products have not received maltreatment, inattention or interference by the Customer or a third party;
 - (iii) accessories of any kind used by the Customer are manufactured by or approved by Briteforce; and
 - (iv) the defective parts are promptly returned free of cost to Briteforce.
- (b) If the Products are not manufactured by Briteforce, the guarantee of the manufacturer of those Products is accepted by the Customer and is the only guarantee given to the Customer for those Products.
 - (c) Briteforce is not liable for, and the Customer releases Briteforce from, any Claims in respect of faulty or defective design of any Products supplied, to the maximum extent permitted by law.
 - (d) Briteforce' liability under clause 13(c) is limited strictly to the replacement of defective parts in accordance with clause 13(a).
 - (e) Except as provided in these Terms, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Products for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded. Briteforce is not liable for physical or financial injury, Loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the Products or arising out of the Customer's negligence or in any way.

14. Exclusion of implied terms

The Customer may have the benefit of consumer guarantees under the ACL. Otherwise, to the maximum extent permitted by law, all terms, conditions or warranties that would be implied into these Terms or in connection with the supply of any Products by Briteforce under law or statute or custom or international convention, are hereby fully and expressly excluded.

15. Exclusions and limitation of liability

- (a) The Customer must inspect all Products provided under this Agreement and notify Briteforce in writing of any defect or error with regard to the Products. If the Customer fails to provide written notice of any defect or error to Briteforce within 3 days of their collection or delivery, then:
 - (i) The Products shall be presumed to be free from any error, defect or damage, and the Customer will be deemed to have unconditionally accepted the Products as such; and
 - (ii) Briteforce shall be released from any and all liability with regards to the Products including for their replacement, return or exchange.
- (b) All information and specifications provided by Briteforce in relation to the Products are approximations only and, subject to any guarantees under the ACL, small deviations or slight variations from them which do not substantially affect the Customer's use of the Products will not entitle the Customer to reject the Products, refuse payment for the Products or to make any Claim in respect of them.
- (c) Unless required to by law or otherwise expressly included in these Terms, Briteforce gives no warranty and makes no representation in relation to Products provided or supplied. Under no circumstances is Briteforce or any of its suppliers liable or responsible in any way to the Customer or any other person for any Loss as a result, direct or indirect of any defect, deficiency or discrepancy in the Products. This

includes their form, content, delay in delivery, failure of performance, error, omission or defect.

- (d) Any advice, recommendation, information, assistance or service given by Briteforce in relation to Products, is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given. It is provided without any warranty of accuracy, appropriateness or reliability. Briteforce does not accept any liability or responsibility for any Loss suffered as a result of the Customer's reliance on such advice, recommendation, information, assistance or service.
- (e) To the maximum extent permitted by law:
 - (i) Briteforce' liability for breach of any term implied into these Terms by any law is excluded and Briteforce is not liable for any Loss whatsoever arising out of or connected with the provision of or failure to provide Products, breach or repudiation of these Terms or otherwise arising out of the provision of Products (whether based on terms of trade, negligence, strict liability or otherwise) even if Briteforce has been advised of the possibility of damages;
 - (ii) Briteforce' total aggregate liability for Loss, however arising, shall not exceed the GST exclusive aggregate price paid by the Customer to Briteforce for the specific Products that gave rise to the Loss in question;
 - (iii) to the extent that Products supplied by Briteforce are not of a kind ordinarily acquired for personal, domestic or household use or consumption and the Customer is deemed to be a consumer for the purposes of section 64A of the ACL, the Customer agrees that Briteforce' liability for a failure to comply with a consumer guarantee that the Customer may have the benefit of, under that law (other than a guarantee under sections 51 (title), 52 (undisturbed possession) and 53 (undisclosed securities) of the ACL), is limited, at the option of Briteforce, to one or more of the following:
 - (A) replacement of the Products;
 - (B) the repair of the Products;
 - (C) the payment of the cost of replacing the Products or of acquiring equivalent Products; or
 - (D) equivalent Products; or
 - (E) the payment of the cost of having the Products repaired or resupplied.

- (a) Nothing in these Terms is intended to have the effect of contracting out of any applicable provisions of the ACL or other Applicable Laws, except to the extent permitted by those Acts where applicable.

16. Privacy disclosure and consent

For the purposes of this clause, 'Customer' includes any Guarantor.

In carrying out its business Briteforce collects personal information about its customers. This personal information may include a Customer's name, street and postal address, telephone and fax numbers, email addresses and bank account details. Briteforce respects the privacy of its customers and is committed to protecting their personal information. Briteforce collects personal information in order to provide and market its Products to its customers. The Customer has the right to access personal information collected about it and may request Briteforce to access or change any personal information which Briteforce holds.

The Customer authorises Briteforce to:

- (a) obtain credit information about its personal, consumer and commercial credit worthiness from any bank or trade referee disclosed in this document and from any other credit provider or credit reporting agency for the purpose of assessing this application for credit, or in connection with any guarantee given by or on behalf of the Customer;
- (b) use, disclose or exchange with other credit providers information about the Customer's credit arrangements in order to assess this application for credit, monitor credit worthiness and collect overdue accounts; and
- (c) disclose the contents of any credit report on the Customer to other Related Bodies Corporate of Briteforce and any of their solicitors, other professional advisors, bankers and/or financiers, and mercantile agents.

17. Force Majeure

Briteforce is not obliged to perform any obligation pursuant to these Terms to the extent and for the period that, by reason of any fact, circumstance, matter or thing beyond Briteforce's reasonable control, Briteforce is unable to perform, in whole or in part, that obligation. Briteforce is not liable to the Customer for any Loss which is or may be suffered by the Customer whether as a direct or indirect result of any event or circumstance that is or was beyond Briteforce's control.

18. Confidential Information

No Customer or Guarantor may (save as this clause provides) without the consent of Briteforce at any time divulge, communicate or suffer or permit any of its officers, employees, agents, contractors, consultants or auditors to divulge or communicate to any person all or any Confidential Information except for the disclosure of any information already in the public domain or required to be disclosed by law.

19. Intellectual Property

All Intellectual Property rights subsisting in the Products and any document, matter or thing prepared, written or developed by Briteforce for or in connection with the supply of the Products are, as between the Customer and Briteforce, the sole and exclusive property of Briteforce. The Customer and the Guarantor will indemnify and will keep indemnified Briteforce against all Loss (including legal costs on a solicitor client basis) or Claims made by any third party in relation to any third party intellectual property supplied by the Customer to Briteforce or used by Briteforce for or in connection with the Products.

20. Dispute Resolution

- (a) If any dispute arises out of or in connection with the Agreement ("**Dispute**"), a Party cannot commence any court proceedings relating to a Dispute unless this clause has first been complied with, except where that Party seeks urgent interlocutory relief or where a Party delays, frustrates or refuses to participate in arbitration.
- (b) A Party claiming that a Dispute has arisen must give notice in writing to the other Party specifying the nature of the Dispute.
- (c) On receipt of that notice by the other Party, all of the Parties must use all reasonable efforts to expeditiously resolve the Dispute.
- (d) If the Parties have not resolved the Dispute within 30 days of receipt of the notice referred to in clause 20(b), or such further period as may be agreed in writing by them, the

Dispute must (at the instigation of any Party) go to arbitration in accordance with clauses 20(e) and (f).

- (e) The arbitrator appointed to resolve the Dispute will be:
 - (i) the arbitrator nominated by agreement in writing of the Parties, acting reasonably, within 7 days of the date the Dispute goes to arbitration calculated in accordance with clause 20(d); or
 - (ii) failing agreement in writing by the Parties in accordance with clause 20(e)(i), then the arbitrator appointed by the President for the time being of the Law Society of Western Australia or their nominee.
- (f) The costs of the arbitrator will be borne equally by the parties to the Dispute and each Party must bear its own legal costs.

21. Governing law

This Agreement and these Terms are governed by and are to be interpreted according to the laws in force in Western Australia, and the Parties hereby irrevocably submit to the exclusive jurisdiction of those laws and the Courts enforcing them.

22. Joint and several liability

If the Customer or any Guarantor comprises 2 or more persons or parties these Terms bind each of them separately and any 2 or more of them jointly.

23. Indemnity

The Customer and any Guarantor shall indemnify Briteforce and its officers, employees and agents against any liability, Loss, damage, costs (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), and expenses arising out of or in connection with a default or unlawful or negligent act or omission on the part of the Customer, its officers, employees, agents or any Guarantor.

24. Definitions and Interpretation

In these Terms, singular words include the plural and vice versa. A mention of anything after "include", "includes" or "including", does not limit what else might be included or described.

ACL means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Agreement means the agreement between Briteforce and the Customer for the supply of Products, formed by the Customer's acceptance of a Quotation and these Terms, and incorporating these Terms, as varied or amended from time to time in accordance with these Terms.

Briteforce means in connection with the supply of any Products, **Briteforce Pty Ltd (ACN 617 701 087)** and includes any of its successors, permitted assigns or Related Bodies Corporate.

Business Day means a day other than a Saturday, Sunday or official holiday in the State or Territory of issue of these Terms.

Claim means, in relation to any person, a claim, action, proceeding, judgment, damage, Loss, cost, expense or liability of whatsoever kind and howsoever arising, incurred by or to or made or recovered by or against the person, and whether based in common law or statute or on judicial precedent, and whether direct, indirect, present, ascertained, unascertained, immediate, future, possible, potential, or contingent.

Consequential Loss means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or

potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

Confidential Information means all or any information, data, documents, invoices and other things whatever whether reduced to writing or not relating to or in any way connected with or concerning Briteforce or any Agreement, other than information in the public domain.

Corporations Act means the *Corporations Act 2001* (Cth).

Credit Application means the Briteforce credit account application form for approval of any Credit Facility, attached to these Terms.

Credit Facility means any credit facility extended to a Customer by Briteforce (if any) in respect of the supply of Products to that Customer, subject to these Terms.

Customer means the party or parties named as the customer in a Quotation or in a Credit Application, or any other person or entity named in an Invoice or Credit Application to whom Briteforce has agreed to supply or has supplied Products, and includes any authorised persons, successors and assigns of that Party, person or entity.

EXW (or 'Ex Works') takes the meaning ascribed to that term in the International Chamber of Commerce Incoterms 2020.

Guarantor means any person who signs a Personal Guarantee or otherwise guarantees a Customer's obligations under these Terms and this Agreement, and if the Customer is a company or a trust with a company trustee, includes all of the directors of that company, and if the Customer is a trust with individuals acting as trustee, includes all those individuals acting as trustee

Insolvency Event means, for the Customer, as applicable, being placed, or applying, or resolving to apply, to be placed in liquidation or provisional liquidation, bankruptcy or under administration, having a controller (as defined in the *Corporations Act* or analogous person appointed to the Customer or any of the Customer's property, being taken under section 459F(1) of the *Corporations Act* to have failed to comply with a statutory demand, being unable to pay the Customer's debts, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing the Customer's own affairs for any reason, taking any step that could result in the Customer becoming an insolvent under administration (as defined in section 9 of the *Corporations Act*), entering into a compromise or arrangement with, or assignment with, or assignment for the benefit of, any of the Customer's members or creditors, or any analogous event.

Intellectual Property includes but is not limited to all trademarks, patents, copyright, designs, marks, processes, know-how, methodology, concepts, models, specifications, statements, formulae, trade secrets, manner of new manufacture, drawings, artwork and data or other like property or rights owned, held or used (under authorisation from any third party) by Briteforce. These rights include but are not limited to:

- (a) marks, logos, images, service marks, trade names, business names, internet domain names, slogans, symbols, brand names, copyright or other trade indicia; and
- (b) all rights in information, know-how, processes, procedures, compositions, devices, methods, formulae, protocols, techniques, software, designs, drawings, programs, source code, dynamic link libraries, graphical user interfaces, trade secrets or data whether or not protectable by patent

application design registration, copyright, circuit layouts or otherwise, whether unregistered, registered or registrable.

Invoice means an invoice for Products issued to the Customer by Briteforce and where relevant includes a tax invoice for GST purposes.

Loss means any expense, loss, cost or damage of any kind and howsoever arising, and includes Consequential Loss, pure economic loss, and any fine, damages or penalty imposed by a court, statutory or other authority.

Party or **Parties** means a party or parties to an Agreement.

Personal Guarantee means the Deed of Personal Guarantee and Indemnity signed by any Guarantor/s (if any).

PPSA means the *Personal Property Securities Act 2009* (Cth).

Premises means Briteforce' premises located at **3 Meliador Way, Midvale, WA 6056**, or such other premises nominated in writing by Briteforce for collection of any Products.

Price means the price payable by the Customer to Briteforce for provision of the Products whether actually incurred by Briteforce in the provision of Products or pursuant to any Invoice or Quotation.

Products means the manufactured products, goods and/or equipment specified or described in a Quotation to be provided by Briteforce, or otherwise provided by Briteforce, to the Customer.

Quotation means a written quotation for Products provided by Briteforce to the Customer specifying or describing the Products to be provided by Briteforce and the estimated Price for provision of those Products.

Real Property means all legal and equitable interest/s (including as trustee or beneficial owner, both present and future) of whatsoever nature in all real property held by the Customer or any Guarantor.

Related Bodies Corporate has the same meaning as given to that term in the *Corporations Act*.

Site means the physical location nominated by the Customer for the delivery of the Products.

Terms means these terms and conditions and where applicable includes the terms of any Briteforce Invoice, Quotation, Credit Application or Personal Guarantee, and includes the whole of this document as amended, supplemented or varied by Briteforce from time to time, provided that the terms of this document shall prevail in the event of any inconsistency between such terms.



30 DAY CREDIT ACCOUNT APPLICATION

APPLICANT FULL LEGAL NAME:	
REGISTERED BUSINESS/TRADING NAME:	
ENTITY: SOLE TRADER <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PTY LTD <input type="checkbox"/> OTHER:	
TRUST DETAILS (IF APPLICABLE):	
CREDIT REQUESTED: \$	
NATURE OF BUSINESS:	
ABN:	ACN:
TRADING ADDRESS:	
BILLING ADDRESS:	
PHONE:	EMAIL:
ACCOUNT PAYABLE CONTACT NAME:	
EMAIL:	PHONE:
TRADING BANK:	BRANCH:
BSB NUMBER:	ACCOUNT NUMBER:
AUTHORISED PERSONS (DIRECTORS/PARTNERS/SOLE TRADER)	
FULL NAME:	
RESIDENTIAL ADDRESS:	
EMAIL:	
FULL NAME:	
RESIDENTIAL ADDRESS:	
EMAIL:	

PLEASE SUPPLY NAME AND CONTACT DETAILS FOR THREE TRADE REFERENCES:

1. COMPANY NAME:	CONTACT NAME:
ADDRESS:	
EMAIL:	PHONE:
2. COMPANY NAME:	CONTACT NAME:
ADDRESS:	
EMAIL:	PHONE:
3. COMPANY NAME:	CONTACT NAME:
ADDRESS:	
EMAIL:	PHONE:

NOTE: *By providing details of a trade reference above, you consent to Briteforce or any of its representatives contacting the named person to verify their capacity as a reference for credit purposes*

The customer agrees to be bound by the Terms attached to this application. All Directors, Sole Traders, Trustees and any other Guarantors must complete, print and sign the following page in the presence of and independent adult witness

.....

Acknowledgment – Customer/s

I/we agree the information in the attached Credit Application is true and accurate. Briteforce may withdraw any Credit Facility at its sole discretion and without prior notice. If these terms, together with the Terms attached, are not adhered to, Briteforce is entitled to charge interest to the Customer at the rate set out in the Terms and the Customer shall indemnify Briteforce for any associated costs for collection of any overdue accounts.

The Customer agrees that Briteforce is entitled to undertake all necessary enquiries, investigations, and assessments to ensure the accuracy of the information provided above; and further, that such information, as verified, may be used by Briteforce for the purpose of reviewing, vetting and monitoring the Customer's use and performance in the operation of the Credit Facility, including recovery of any outstanding account balance.

CUSTOMER NAME:	POSITION:
SIGNATURE:	DATE:
WITNESS NAME:	
SIGNATURE:	DATE:
CUSTOMER NAME:	
SIGNATURE:	DATE:
WITNESS NAME:	
SIGNATURE:	DATE: