



STANDARD CONDITIONS OF SUPPLY

DJ Equipment Service Pty Ltd
ACN 49 158 403 591
1064 Upper Natone Road
Upper Natone, TAS 7321



PO Box 3150, Richmond, Victoria 3121
www.pivotlegal.com.au

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Standard Conditions of Supply by DJ Equipment Service Pty Ltd.

1. Interpretation

In these Conditions, unless the context requires otherwise:

"Business Day" means a day other than a weekend or public holiday in Sydney, New South Wales, Australia.

"Buyer" means the entity to whom DJES supplies Goods and/or Services;

"Conditions" means these terms and conditions;

"Consumer Law" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and the corresponding provisions of State fair trading legislation;

"Consumer" has the same meaning as in the Consumer Law;

"Contract" means the contract constituted in the manner described in clause 2.1;

"Excluded Loss" means

- a) in the case of loss or damage resulting from a breach of contract (including any contractual duty of care) loss of revenue; loss of profit; loss or denial of opportunity; loss of access to markets; loss of goodwill; loss of business reputation; loss arising from late delivery or failure to deliver goods; loss arising from any business interruption; increased overhead costs and any indirect, remote or unforeseeable loss occasioned by that breach, whether or not in the reasonable contemplation of the Buyer and DJES at the time of the Order, Quotation, Invoice or any delivery of Goods as being a probable result of the relevant breach; and
- b) in the case of loss or damage arising from any tort (including negligence) which does not also constitute a breach of contract - indirect, remote or unforeseeable loss and, in the case of pure economic loss, loss not flowing directly from the commission of the tort.

"Force Majeure Event" means any event outside DJES's reasonable control including acts of God; declared or undeclared war; fire; flood; storm; earthquake; hurricane; cyclone; riot; power failure; industrial action; defaults of manufacturers or suppliers; defaults of freight shippers or carriers; the inability to obtain equipment, supplies or other facilities that are not caused by a failure to pay; labour disputes; theft; any criminal act or other similar events beyond DJES's control that may prevent or delay DJES's supply of the Goods and/or Services to the Buyer;

"Goods" includes laser welders, laser engravers and markers, punch, insertion and fabrication machines and related equipment and industrial equipment and includes consumables and components for the foregoing and their packaging and any replacement goods and includes any other goods which are supplied by DJES to Buyer (as the case may be, as described in the Order or Quotation);

"GST" has the same meaning as under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

"Invoice" means the document sent by DJES to the Buyer setting out payment due for Goods purchased from, and/or Services rendered by, DJES;

"DJES" means DJ Equipment Service Pty Ltd, ACN 49 158 403 591;

"Order" means a written or verbal order from the Buyer to DJES;

"PPS Law" means the *Personal Property Securities Act 2009*(Cth);

"Quotation" means a written or verbal quotation provided by DJES to the Buyer;

"Services" means the technical advice or maintenance and repair services (if any) given or provided by or on behalf of DJES in connection with the Goods; and

"Writing" includes any electronic communication, such as an e-mail, capable of being reduced to writing.

2. Incorporation

- 2.1 The Contract between DJES and the Buyer is constituted by:
 - a) the terms set out in these Conditions;
 - b) the extent to which DJES accepts the Order by DJES's performance or otherwise; and
 - c) the terms set out in the Invoice.
- 2.2 These Conditions, the extent to which DJES accepts the Order and the Invoice govern all contracts for the supply of Goods and/or Services by DJES to the Buyer, and constitute the entire agreement in connection with the supply of Goods and/or Services between DJES and the Buyer. All other terms and conditions, express or implied, are excluded to the fullest extent permitted by law including specifically and without limitation any terms and conditions sought to be imposed by the Buyer.
- 2.3 No modification or variation to these Conditions or any terms inconsistent with these Conditions provided by the Buyer, whether put forward in the Buyer's Order, the Buyer's specification or otherwise by the Buyer, will bind DJES unless expressly and specifically agreed to in writing by an authorised employee of DJES who must make such writing in or on a medium bearing the letterhead, logo or other indicia of DJES. A signature of an employee of DJES on an Order does not operate to vary these Conditions regardless of the wording of the Order. If these Conditions are however varied in a manner contemplated by this clause 2.3, those amendments will form part of the Contract for the purposes of clause 2.1.
- 2.4 These Conditions supersede any terms and conditions which have previously governed a contract for the sale of goods and/or supply of services by DJES to the Buyer.
- 2.5 Any special conditions specified on a Quotation or Invoice shall, to the extent they are inconsistent with these terms and conditions, take precedence over these terms and conditions. If any provision of these terms and conditions is invalid and does not go to the essence of this agreement, these terms and conditions should be read as if that provision has been severed

3. Quotations and brochures

- 3.1 Any Quotation given by DJES is a mere invitation to treat and does not constitute a contractual offer. All Quotations are valid until the date stated in the Quotation, but DJES may vary or withdraw a Quotation at any time.
- 3.2 DJES brochures and catalogues are published as sources of general information only, do not constitute contractual offers and are not binding on DJES.
- 3.3 These Conditions bind the Buyer even if DJES or the Buyer does not sign them promptly or at all.
- 3.4 Despite any other provision of the Contract, the Buyer must ensure that all Goods it purchases from DJES are:
 - a) unless installed by DJES, installed in accordance with all installation instructions and manuals applicable in relation to the Goods and that are provided with the Goods; and
 - b) operated in accordance with all operation instructions and manuals applicable in relation to the Goods and that are provided with the Goods.

4. Orders

- 4.1 Orders will be binding upon DJES and a contract comes into existence once written acceptance of the Order has been made by an authorised employee of DJES to the Buyer or once DJES has

accepted that Order by its performance. DJES reserves the right to accept Orders in whole or in part. Any Order or part of an Order not accepted by DJES will be regarded as having been refused by DJES.

- 4.2 Once DJES has accepted an Order, the Buyer may not alter or modify the Order unless the written consent of an authorised employee of DJES is first obtained.

5. **Price and payment**

- 5.1 The price for Goods supplied will be DJES's list price ruling at the date of shipment, and the charge for Services supplied will be at DJES's prevailing rates at the time of supply. Prices quoted in published price lists or by DJES representatives are subject to change without notice and are not binding on DJES.
- 5.2 DJES's ruling list price for Goods and charges for Services (including storage and handling charges as applicable under these Conditions) are exclusive of any applicable freight charges, customs duty and GST or similar taxes which the Buyer will pay in addition to the ruling list price for Goods and/or charges for Services at the same time and in the same manner as the price for Goods or charges for Services. DJES will issue a tax invoice to the Buyer in relation to any supply that is subject to GST. The amount of GST payable by the Buyer will be calculated by multiplying the sum of the ruling list price for Goods, customs duty plus freight charge and/or charges for Services by the rate of GST applicable at the time of the supply.
- 5.3 The Buyer must pay all Invoices. If the Buyer has an approved credit account with DJES, the Goods and/or Services supplied by DJES must be paid for within thirty (30) days of the date of Invoice or thirty (30) days of the date of shipment, whichever occurs first. Where the Buyer is overdue with any payment or DJES is in receipt of a credit reference which it regards in its absolute discretion to be unsatisfactory, DJES reserves the right to change the Buyer to a COD account, in which case the Buyer will pay for all Goods and Services before they are supplied.
- 5.4 Unless otherwise specified in the Invoice, all payments will be made in Australian dollars without deduction or set-off of any kind.
- 5.5 Time of payment is of the essence of the Contract. Without prejudice to any other remedy, DJES may charge interest on any overdue payments or balances at an annual rate equal to two per cent (2%) above the rate notified by the Commonwealth Bank of Australia from time to time as being that Bank's indicator lending rate (to accrue from day to day). If that rate is not ascertainable DJES may select an equivalent rate which may be applied instead even if the rate is not notified to the Buyer.
- 5.6 All unpaid balances owing to DJES by the Buyer in the circumstances described in clause 10.3 will become a debt immediately due and payable to DJES despite any other provision of these Conditions.
- 5.7 The Buyer will and hereby does indemnify DJES on demand against all costs, charges, expenses and legal costs (on a solicitor-client basis) incurred by DJES in recovering sums owed by the Buyer including the commission, if any, charged by a mercantile agent.
- 5.8 A certificate signed by a manager of DJES as to the amount of a debt owed by the Buyer to DJES will be prima facie evidence of the amount of that debt.

6. **Delivery and risk**

- 6.1 Subject to clause 6.5, risk in the Goods will pass to the Buyer upon the Goods being collected by the Buyer from DJES or shipped by DJES. The Buyer will be responsible for arranging the

unloading of the Goods from the vessel or vehicle which has delivered the Goods to the Buyer. DJES will not be liable to the Buyer in the event of any failure to arrange insurance covering the risk of shipping or unloading Goods. DJES is not liable for the acts or omissions of any freight shipper.

- 6.2 DJES gives or accepts delivery dates in a Quotation or Order in good faith, but does not guarantee those dates. DJES will not be liable to the Buyer for any loss or damage whatsoever, including Excluded Loss, should the Goods be delayed or the freight shipper prevented from delivering Goods, supplying Services or otherwise performing any of its contractual obligations due to any cause or circumstance of any kind whatsoever. In the event of any such delay in delivery or supply, the due date for delivery will be deferred for a period equal to the time lost by reason of the intervening cause or circumstance. Delay in delivery or any other default in respect of a delivery will not relieve the Buyer of any obligation in respect of any other delivery.
- 6.3 DJES reserves the right to ship Goods under these Conditions in instalments and the Contract will be severable as to such instalments. All such instalments, when separately invoiced, will be paid for by the Buyer without regard to the delivery of subsequent instalments.
- 6.4 Subject to clause 6.2, delivery dates cannot be varied by the Buyer once they have been agreed without the prior written consent of an authorised employee of DJES. If DJES agrees to postpone delivery, the Goods in question will be stored at the Buyer's risk and DJES reserves the right to impose a weekly storage charge equal to one per cent (1%) of the net Invoice value of the Goods. Where delivery is postponed for more than three (3) months, the price for the Goods may be increased by DJES at DJES's discretion to reflect the then current DJES list price.

7. **Retention of title**

- 7.1 DJES will retain title to Goods supplied to the Buyer until DJES has received payment in full for the Goods and all other Goods and Services supplied by DJES to the Buyer.
- 7.2 Until title passes under clause 7.1:
 - a) the Buyer will hold the Goods as fiduciary for DJES (in which full title to such Goods will remain);
 - b) the Buyer will keep the Goods insured against all usual risks to full replacement value. The Buyer will hold on trust for DJES in a separate bank account any insurance monies received by the Buyer for Goods owned by DJES;
 - c) the Buyer will store each delivery of Goods separately, clearly identified as DJES's property and in a manner to enable them to be identified and cross-referenced to particular Invoices where reasonably possible;
 - d) the Buyer will not pledge or allow any lien, charge or other security interest (as defined in clause 8) to arise over the Goods; and
 - e) the Buyer may use or sell the Goods in the ordinary course of business, provided that the Buyer will be agent for DJES in any sale if the Goods are sold. The Buyer must account to DJES for the proceeds of any such sale and will hold these proceeds in a separate bank account on trust for DJES. However, any such agency will only extend to the obligation to account for proceeds. DJES will not be bound by any contract between the Buyer and the Buyer's purchaser.
- 7.3 DJES's rights as an unpaid seller will not be affected by DJES retaining title to the Goods supplied until the Goods have been paid for in full by the Buyer.

- 7.4 Where the Buyer has not fully paid DJES for Goods and the Buyer enters into bankruptcy, liquidation, a composition with its creditors, has a receiver or manager appointed over all or any part of its assets, enters into administration or becomes insolvent:
- a) the Buyer may not sell, use or part with possession of the Goods; and
 - b) DJES will be entitled, without prejudice to DJES's other remedies, to recover and repossess such Goods and to enter any premises without notice for this purpose.

8 PPS Law

- 8.1 This clause applies to the extent that this agreement provides for or contains a 'security interest' for the purposes of the "PPS Law" (or part of it).
- 8.2 The security interest arising under any retention of title is a 'purchase money security interest' ("PMSI") to the extent that it can be under section 14 of the PPS Law. The Buyer agrees that all collateral which is at any time subject to DJES's security interest secures its own purchase price. The Buyer agrees, in addition, to the extent possible under PPS Law, that all collateral which is at any time subject to DJES's security interest secures as a PMSI the purchase price of all collateral supplied to the Buyer. This clause does not limit what other amounts are secured under the Contract.
- 8.3 The parties agree that payments to DJES from the Buyer will be applied in the following order:
- a) to obligations that are not secured, in the order in which those obligations were incurred;
 - b) to obligations that are secured, but not by PMSIs, in the order in which those obligations were incurred;
 - c) to obligations that are secured by PMSIs, in the order in which those obligations were incurred.
- 8.4 DJES may register its security interest and may recover from the Buyer its costs (including external service provider's costs and registration fees) reasonably incurred in so doing. The Buyer must do anything (such as obtaining consents, providing information, authorities and documents, and signing documents) which DJES requires for the purposes of:
- a) ensuring that DJES's security interest is enforceable, perfected and otherwise effective under the PPS Law;
 - b) enabling DJES to gain first priority (or any other priority agreed to by DJES in writing) for its security interest; and
 - c) enabling DJES to exercise rights in connection with the security interest.
- 8.5 The Buyer agrees that it will not allow anything to be done or act in a way that might adversely affect the security interest in the Goods that is granted to DJES by virtue of this clause 8.
- 8.6 The rights of DJES under the Contract are in addition to and not in substitution for DJES's rights under other law (including the PPS Law) and DJES may choose whether to exercise rights under the Contract, and/or under such other law, as it sees fit.
- 8.7 The following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are "contracted out" of the Contract to the extent permitted by PPS Law:
- a) sections 95 (notice of removal of accession to the extent it requires DJES to give a notice to the Buyer), 96 (retention of accession), 121(4) (notice to Buyer regarding enforcement of security interests in liquid assets), 125 (obligations to dispose of or retain collateral);
 - b) section 130 (notice of disposal to the extent it requires DJES to give a notice to the Buyer);
 - c) section 132(3)(d) (contents of statement of account after disposal);
 - d) section 132(4) (statement of account if no disposal);

- e) section 135 (notice of retention);
 - f) section 142 (redemption of collateral); and
 - g) section 143 (re-instatement of security agreement).
- 8.8 The following provisions of the PPS Law:
- a) section 123 (seizing collateral);
 - b) section 126 (apparent possession);
 - c) section 128 (secured party may dispose of collateral);
 - d) section 129 (disposal by purchase); and
 - e) section 134(1) (retention of collateral),
- confer rights on DJES. The Buyer agrees that in addition to those rights, DJES shall, if there is default by the Buyer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods supplied by DJES to the Buyer, not only under those sections but also, as additional and independent rights, under the Contract and the Buyer agrees that DJES may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or licence.
- 8.9 The Buyer waives its rights to receive notice of a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law, whether the relevant security interest is provided for under this or any other security agreement.
- 8.10 Solely for the purpose of allowing to DJES the benefit of section 275(6) of the PPS Law, DJES and the Buyer agree that neither of them must disclose information of the kind that can be requested under section 275(1) of the PPS Law. However no compensation or damages is payable in respect of any breach by such disclosure.

9 **Claims**

The Buyer will:

- a) examine the Goods as soon as reasonably practicable after delivery;
- b) notify DJES in writing of any incomplete or failed delivery or shortage of weight or quantity of the Goods and/or Services or other failure to comply with the Contract within three (3) days of delivery of the relevant Goods or performance of the relevant Services. Failing such notice, subject to any non-excludable condition implied by law, such as those in the Consumer Law, the Goods shall be deemed to have been delivered to and accepted by the Buyer;
- c) preserve as far as possible for DJES's inspection, Goods that are alleged not to comply with the Contract and will return Goods to DJES if DJES reasonably so requests;
- d) to the extent permitted by law, be deemed to have waived its rights to claim under the Contract unless the Buyer has notified DJES in accordance with clause 9(b) and has given DJES reasonable opportunity to inspect such Goods;
- e) to the extent permitted by law, bear the cost of freight for the return of all Goods that are found to comply with the Contract and pay an additional handling fee of up to ten per cent (10%) of the price of the Goods for the return of such Goods; and
- f) to the extent permitted by law, not bring any action whatsoever against DJES in connection with Goods, Services and/or the Contract where notification under clause 9(b) is so made unless proceedings are issued against DJES within two (2) years after the Buyer becomes or ought to have become aware of the circumstances giving rise to the claim.

10. Termination, returns and variation

- 10.1 Subject to clause 10.2 and other than in situations in which DJES is required to accept returns under the Consumer Law, the Buyer may return Goods supplied for a credit against subsequent Orders within seven (7) days of delivery, provided the following conditions are satisfied:
- a) the written approval of an authorised employee of DJES has first been obtained and the Invoice number and date have been quoted for reference;
 - b) the Goods are returned in their original condition; and
 - c) the Buyer agrees to pay to DJES a handling charge of up to ten per cent (10%) of the price paid or payable for the Goods.
- 10.2 DJES will not accept the return of Goods or provide a refund for:
- a) Goods specifically purchased, manufactured, machined or cut to size or to the Buyer's specification; or
 - b) Goods ordered or purchased against the advice of DJES; or
 - c) Goods ordered or purchased for applications without consulting DJES, including where samples of required applications or machine output are not provided to DJES for verification of suitability by DJES prior to purchasing the Goods. DJES will not be responsible for the Buyer's failure to investigate the suitability of the Goods for particular applications
- other than in situations where DJES is required to accept a return of such Goods under the Consumer Law.
- 10.3 The Buyer may terminate in whole or in part any Contract for the supply of Goods and/or Services before the supply has been made, provided the following conditions are satisfied:
- a) the written approval of an authorised employee of DJES has first been obtained; and
 - b) the Buyer agrees to pay any cancellation charge, being a genuine pre-estimate of DJES's loss, as determined and specified by DJES.
- 10.4 DJES reserves the right immediately to terminate or suspend DJES's performance of the whole or any outstanding part of any Contract for the supply of Goods and/or Services without incurring any liability to the Buyer in any of the following circumstances:
- a) the Buyer fails to take delivery of or to pay for Goods and/or Services by the due date or otherwise breaches any other term of the Contract;
 - b) the Buyer enters into bankruptcy, liquidation or a composition with its creditors, has a receiver or manager appointed over all or any part of its assets, enters into administration or becomes insolvent;
 - c) DJES notifies the Buyer of having reasonable grounds for suspecting that an event in clause 10.4(b) has occurred or will occur, or that the Buyer will not pay for Goods and/or Services on the due date;
 - d) there has been a substantial increase in DJES's costs of manufacture and supply of Goods and/or Services between the date of the Contract and the date of delivery or despatch arising from circumstances beyond DJES's reasonable control where the Contract is for a fixed price and DJES and the Buyer have failed to reach agreement on a reasonable adjustment in the price for remaining deliveries to recognise such increase within thirty (30) days of DJES notifying the Buyer of such increase; or
 - e) contractual performance by either DJES or the Buyer is delayed or prevented due to any Force Majeure Event.

- 10.5 Termination by DJES under clause 10.4 or 10.6 will be without prejudice to DJES's other remedies and DJES's right to recover payment from the Buyer for any Goods and/or Services provided by DJES including those previously provided by DJES.
- 10.6 DJES may terminate this agreement by giving written notice to the Buyer.
- 10.7 DJES may give notice to the Buyer varying the terms of this agreement. The terms so varied apply to any Order made by the Buyer after DJES has given notice of the variation.

11 **Limitation of liability**

- 11.1 Subject to clause 11.3 all terms, conditions, warranties and representations that might otherwise be granted or implied by law, are hereby expressly excluded. Manufacturers of goods may, from time to time, provide a voluntary warranty directly to the Buyer in relation to goods supplied to the Buyer. The Buyer must address issues relating to a manufacturer's warranty with the manufacturer on the terms of that warranty.
- 11.2 The Buyer shall immediately notify DJES in writing of any defect in the Goods supplied by DJES. The Buyer shall not carry out any remedial work to allegedly defective Goods without first obtaining the written consent of DJES to do so. The provisions of this clause 11.2 do not constitute a warranty in relation to the quality or fitness of the Goods, or require DJES to repair or replace goods, or offer a refund in relation to goods, in circumstances other those set out in Consumer Law (to the extent that the Consumer Law applies to the Goods).
- 11.3 DJES does not exclude, restrict or modify any liability that cannot be excluded, restricted or modified, or which cannot be excluded, restricted or modified except to a limited extent, as between DJES and the Buyer by law including liability under the *Competition and Consumer Act 2010* (Cth). Without limiting clause 11.1, where DJES sells Goods to the Buyer, and the Buyer purchases them as a Consumer, then the Consumer Law provides certain guarantees in relation to the goods. The rights of the Buyer buying Goods as a Consumer include those set out in clause 11.4 below.
- 11.4 Where the Buyer is a Consumer, our Goods come with guarantees that cannot be excluded under the Consumer Law. The Buyer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Buyer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. However, where the Consumer Law applies, to the extent to which DJES is entitled to do so, DJES's liability will be limited at its option to:
 - a) in the case of a supply of Goods:
 - i) the replacement of the Goods or supply of equivalent Goods;
 - ii) the payment of the cost of replacing the Goods or acquiring equivalent Goods;
 - iii) the payment of the cost of having the Goods repaired; or
 - iv) the repair of the Goods; and
 - b) in the case of Services:
 - i) the supply of the Services again; or
 - ii) a refund of the price of the Services .
- 11.5 To the extent permitted by law and subject only to any express exceptions contained in these Conditions, DJES will under no circumstances be liable in any way whatsoever to the Buyer for any form of loss, damage or expense sustained or incurred by the Buyer or any other party in consequence of or resulting directly or indirectly out of the supply of the Goods or Services by DJES, the use or performance thereof, any failure to install the Goods in accordance with their

applicable installation instructions and manuals provided with the Goods or to operate the Goods in accordance with their applicable operation instructions and manuals provided with the Goods, any breach by DJES of any Contract incorporating these Conditions, or the negligence of DJES, or the negligence of the Buyer or any third party including in relation to the installation or operation of the Goods. In particular, DJES is not liable in any circumstances whatsoever (including any fault or default of DJES) for Excluded Loss, including any indirect or consequential losses (including loss of goodwill, loss of business or anticipated savings), loss of profits or use, any rectification costs or any third party claims (subject to clause 11.3), in connection with the Goods, Services or the Contract.

- 11.6 The Buyer hereby indemnifies DJES for any loss or damage suffered by DJES arising from or in connection with:
- a) any breach of the Contract by, or negligence of, the Buyer;
 - b) any breach of law by the Buyer;
 - c) the death or injury to any person or damage to any property arising from the performance by the Buyer of its obligations under the Contract; or
 - d) any failure to install the Goods in accordance with their applicable installation instructions and manuals provided with the Goods or to operate the Goods in accordance with their applicable operation instructions and manuals provided with the Goods, or in connection with the negligence of the Buyer or any third party including in relation to the installation or operation of the Goods.

12 **Infringement claims**

- 12.1 The Buyer will and hereby does indemnify DJES from and against any award of damages and/or costs made against DJES in respect of any claim that Goods manufactured or supplied by DJES in accordance with specifications or designs proposed by the Buyer infringe the intellectual property rights of a third party.
- 12.2 The Buyer will not use any trade mark or trade names applied to or used by DJES in relation to Goods in any manner not approved by DJES in advance in writing.

13 **Non-availability and substitutes**

While every effort will be made to fulfil the Buyer's Orders for the Goods, DJES will not be liable for any loss or damage, including Excluded Loss arising through non-availability of the Goods.

14 **Law and jurisdiction**

The construction, validity and performance and enforcement of the Contract will be governed by the laws of and heard before the courts of New South Wales, Australia.

15. **Privacy Act 1988 (Cth)**

- 15.1 If the Buyer orders or receives Goods on credit, it consents to DJES making enquiries to verify the Buyer's credit history and worthiness under sections 18L(4) and 18K(1)(b) of the *Privacy Act 1988* (Cth), consents to DJES seeking from or giving to other credit providers details of the Buyer's credit worthiness under section 18N(1)(b) and, if it is necessary to collect overdue payments, consents to DJES seeking from a credit reporting agency a credit report for the

purpose of collection of overdue payments under section 18K(1)(h) or issuing an adverse credit report.

- 15.2 Where the Buyer is an individual, the Buyer acknowledges that DJES may collect personal information about the Buyer. The Buyer understands this information is being collected in accordance with the *Privacy Act 1988* (Cth) and that the Buyer has rights of access to and correction of personal information held by DJES by contacting DJES at [privacy@ com](mailto:privacy@com). The Buyer can visit www.djes.com.au to view DJES's Privacy Policy. The Buyer consents to DJES receiving or disclosing any information about the Buyer (including adverse information) from or to any third party (including credit reporting agencies, debt collection agencies and attorneys) in connection with any Contract incorporating these Conditions. The Buyer acknowledges that its personal information may be disclosed to organisations outside Australia and it provides its consent for this to occur.
- 15.3 To the extent permitted by law, the Buyer indemnifies DJES against any claim for a breach of the *Privacy Act 1998* (Cth) which could arise in connection with the use of personal information by DJES in connection with any Contract incorporating these Conditions.

16. **General**

- 16.1 All clerical errors are subject to correction and will not bind DJES.
- 16.2 No employee of DJES is authorised to bind DJES unless DJES has given the Buyer express written notice to that effect.
- 16.3 The invalidity or unenforceability of any provision of these Conditions will not affect the validity or enforceability of the remaining provisions.
- 16.4 DJES's failure to enforce at any time, or for any period of time, any term of any Contract incorporating these Conditions, will not constitute a waiver of such term and will in no way affect DJES's right later to enforce the Contract. Headings are included for ease of reference and do not form part of or affect the interpretation of these Conditions.
- 16.5 The Buyer must not assign or otherwise transfer the benefit of any Contract incorporating these Conditions, or its rights or obligations under any Contract incorporating these Conditions, without the prior written consent of DJES.
- 16.6 These Conditions bind DJES, the Buyer and their respective successors and permitted assigns.
- 16.7 The Buyer will comply with all laws and regulations of the Commonwealth and States and Territories of Australia and will provide all necessary information to, and obtain all necessary permits, approvals, licences, consents, authorisations and exemptions from, any government authority or other appropriate body in respect of the Buyer's use, marketing, distribution or re-supply of Goods acquired from DJES under these Conditions including, but not limited to, all applicable export control laws and regulations such as the *Customs (Prohibited Exports) Regulations*.
- 16.8 A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.
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