

Please return your completed application to:
Voltora Industries Pty Ltd
Email: accounts@voltoraindustries.com.au

Customer Details

Customer Legal Name: _____

Trading Name: _____

Industry: _____ ABN: _____ Date Business Commenced: _____

Business Address (Not PO Box): _____

Suburb: _____ State: _____ Post Code: _____

Mailing Address (if different above): _____

Suburb: _____ State: _____ Post Code: _____

Contact Name: _____ Position: _____

Phone: _____ Fax: _____ Mobile: _____

Email: _____

Business Structure (Please Check Appropriate Box)

- | | | |
|---|--|--|
| <input type="checkbox"/> Pty. Ltd | <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation as Trustee |
| <input type="checkbox"/> Public Company | <input type="checkbox"/> Unit Trust | <input type="checkbox"/> Individual (s) as Trustee |
| <input type="checkbox"/> Sole Trader | <input type="checkbox"/> Discretionary Trust | |

If Trust, Trustee Name: _____ Trustee CAN: _____

Director, Partner, Trustee and Individual Details

Provide details of all directors (for company or corporate trustee), partners, individual trustees or individuals

1) Name: _____ DOB: _____ Position: _____

Home Address: _____

- ☐ Owned ☐ Rented

Phone: _____ Email: _____

Copy of Driver's License or proof of identity attached?

- ☐ Yes ☐ No

2) Name: _____ DOB: _____ Position: _____

Home Address: _____

- ☐ Owned ☐ Rented

Phone: _____ Email: _____

Copy of Driver's License or proof of identity attached?

- ☐ Yes ☐ No

(If more than 2 please attach details) • (If providing corporate trustee details please also include ACN and ABN)

(If operating via a trust please also provide a copy of trust deed) • (All directors, partners, trustees and individuals must

Provide date of birth and proof of identification on request)

 **1300 799 430**

Head Office
2/1 Garret St
Brendale 4500 QLD
info@voltora.com.au
ABN 53 606 804 219

Trade / Business References

(3 trade or business references must be provided from current major suppliers that are providers of commercial credit)

1) Business Name: _____ Contact: _____

Address : _____

Phone: _____ Email: _____

2) Business Name: _____ Contact: _____

Address : _____

Phone: _____ Email: _____

3) Business Name: _____ Contact: _____

Address : _____

Phone: _____ Email: _____

Deed of Guarantee and Indemnity (not required for sole traders. A separate deed is required for each person)

PARTIES

This Deed of Guarantee and Indemnity (Deed) is entered into between the following parties, on the date that the last party executed the Deed:

Guarantor Name: _____ Phone: _____

Address: _____

Supplier Name Voltora Industries Pty Ltd | ABN 53 606 804 219 | 109/193 South Pine Road, Brendale Qld 4500

Together called "the Parties" and each "a Party".

RECITALS

A. The Agreement requires a guarantor to guarantee the performance of the Customer's obligations under the Agreement.

B. The Guarantor has agreed to enter into this Deed to guarantee the performance of the Customer's obligations under the Agreement. This Deed witnesses that the parties agree as follows:

1. Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

"Customer" means the person, organisation or entity referred to as the 'Customer' in the Agreement.

"Agreement" means the agreement entered, or to be entered, into between the Customer and the Supplier on or about the date of this Deed relating to the supply of goods and services to the Customer by the Supplier from time to time and any other related agreement entered into by the Customer and the Supplier.

2. Operative Part

2.1 The Guarantor warrants that before execution of this Deed it has acquainted itself with this Deed and sought such advice as it considers necessary to understand the full importance of its responsibilities under this Deed and in particular the financial impositions on it consequential on

default by the Customer in performance of its obligations and payment of any money due under the Agreement. The Guarantor has satisfied itself as to the financial position of the Customer and its capacity to comply with its obligations.

2.2 The Guarantor hereby guarantees to the Supplier the due and punctual performance of all the obligations of the Customer under the Agreement and hereby indemnifies the Supplier against all losses, expenditures, costs and expenses of whatever nature suffered or incurred directly or indirectly by the Customer in recovering any money owing as a result of default in such performance.

2.3 This guarantee and indemnity is continuing and irrevocable and the obligations of the Guarantor are absolute and unconditional in all circumstances and must continue notwithstanding that there is any change in the name, style, constitution or otherwise of the Customer.

2.4 This guarantee and indemnity continues despite the payment of any part of the amount owing and despite any time or other concession or compromise extended by the Supplier to the Customer or any other person.

2.5 This guarantee and indemnity will not be affected:

(a) by the neglect or omission of the Supplier to enforce any of its rights in whole or in part;

(b) if the Customer dies or becomes of unsound mind or bankrupt or, if a company, goes into liquidation or any other obligation of the Customer for any reason becomes unenforceable in whole or in part; (c) by the invalidity or unenforceability either in whole or in part of any part of the Agreement;

(d) by the discharge of the Customer whether by operation of law or in any manner otherwise than by full and complete performance by the Customer of all the obligations to be performed and observed by it;

(e) by any variation in the terms of the Agreement or any other arrangement between the Supplier and the Customer; or

(f) by any payment to the Guarantor by or on behalf of the Customer which is later set aside or voided.

2.6 This Deed is a principal obligation and is not to be treated as ancillary or collateral to any obligation to the intent that this Deed will be enforceable notwithstanding that any of the agreements and other obligations arising between the Supplier and the Customer are in whole or part unenforceable for any reason.

2.7 The Supplier need not first exercise its rights against the Customer or against the Customer's security before exercising its rights under this Deed against the Guarantor.

2.8 The parties agree that every covenant and obligation hereunder is given and undertaken by the Guarantor as a joint and several covenant and obligation.

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3. Representations and warranties

3.1 The Guarantor represents and warrants on the date of this Deed that:

- (a) it has legal capacity, power and authority to enter into this Deed;
- (b) this Deed constitutes the valid and binding obligations of it and is enforceable against it by the Supplier in accordance with its terms;
- (c) the execution and delivery of, and compliance with its obligations under, this Deed does not contravene any law or directive from a government body, any agreement or instrument to which it is a party or any of its obligations to any other person;
- (d) all information given to the Supplier in relation to this Deed is correct, complete and not misleading;
- (e) except as notified to the Supplier in writing prior to the date of this Deed, no litigation, arbitration or administrative proceeding is current, pending or to its knowledge threatened which has or the adverse determination of which would be likely to have a material adverse effect; and
- (f) except as notified to the Supplier in writing prior to the date of this Deed, it does not enter into this Deed as trustee of any trust.

4. Amendment

4.1 This Deed may only be amended by written agreement executed by all the Parties.

5. Notices

(a) Form of notice

A notice or other communication must be in writing in English and may be:

- (i) delivered personally;
- (ii) given by an agent of the sender;
- (iii) left at a Party's current delivery address for notices as set out in this Deed;
- (iv) sent by prepaid mail to a Party's current postal address for notices as set out in this Deed; and/or

(v) sent by email to a Party's current email address for notices as set out in this Deed.

(b) Receipt of notice

A notice or communication is taken as having been given:

- (i) when left at a Party's current delivery address for notices; or
- (ii) if mailed within Australia to an Australian address, on the third Business Day after posting; or
- (iii) if mailed outside of Australia to an Australian postal address or within Australia to an address outside of Australia, on the tenth Business Day after posting; or
- (iv) if sent by email, when the sender receives an email read receipt regarding the recipient's email address. A Party may change its address for service of notices by written notice to the other Party.

6. General

(a) Assignment: This Deed is personal to the Parties. A Party must not assign or deal with the whole or any part of its rights or obligations under this Deed without the prior written consent of the other Party (such consent not to be unreasonably withheld). Any purported dealing in breach of this clause is of no effect.

(b) Waiver or variation of rights: Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to this Deed does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A Party is not liable to any other Party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right.

(c) Powers, rights and remedies: Except as expressly stated to the contrary in this Deed, the powers, rights and/or remedies of a Party under this Deed are cumulative and are in addition to

any other powers, rights and remedies of that Party. Nothing in this Deed merges, extinguishes, postpones, lessens or otherwise prejudicially affects any power, right, or remedy that a Party may have at any time against the other Party to this Deed or any other person.

(d) Consents and approvals: Where this Deed provides that a Party may conditionally or unconditionally give or withhold any consent or approval in relation to any matter in this Deed, that Party may in its absolute discretion, and without being obliged to give reasons for doing so, withhold any consent or approval or give consent or approval conditionally or unconditionally.

(e) Further assurance: Each Party must from time to time and in a timely manner do all things reasonably required of it by the other Party to give effect to this Deed.

(f) Counterparts: This Deed may be executed in any number of counterparts and, if so, the counterparts taken together will constitute one and the same Deed.

(g) Entire agreement and understanding: In respect of the subject matter of this Deed: this Deed contains the entire understanding between the Parties; all previous oral and written communications, representations, warranties or commitments are superseded by this Deed and do not affect the interpretation or meaning of this Deed; and each of the Parties has relied entirely on its own enquiries before entering into this Deed.

(h) Governing law and jurisdiction: This Deed is governed by the laws of Queensland and the Commonwealth of Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland.

EXECUTED AS A DEED (needs to be witnessed by an independent person)

Signed, Sealed and Delivery as a Deed by:

Date: ____/____/____

Guarantor Name: _____

Witness Name: _____

Address: _____

Phone: _____

Signature: _____

Signature: _____

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TERMS & CONDITIONS OF TRADE

1. IN CONSIDERATION of VOLTORA INDUSTRIES PTY LTD (the 'Supplier') supplying Goods to and at the direction of the applicant and for the Trading Entity (the 'Customer'). The Customer shall pay the price specified in the quote and the following Terms & Conditions shall bind the parties.

2. **Issue** – this issue (Version 1.2) replaces all previous issues & is valid for all new estimates, quotes and contracts until replaced with the next issue.

3. **Regulation** – it is against the law for any electrical work to be conducted by anyone other than a licensed electrical contractor & tested & commissioned by a licensed tradesman. It is against the law for any Telephone, Coaxial, Structured Cabling & Fibre Optics work to be conducted by anyone other than a licensed Open Cabling with Endorsements for each category. It is against the law for any Security Installation work to be conducted by anyone other than a Licensed Security Installer with the correct licensing and Police Checks obtained prior to works being undertaken. Copy of licences can be issued if required by the Customer.

4. **General** – Unless agreed otherwise in writing the following applies to all orders placed & accepted by us whether written or verbal; no other terms, in part or whole, other than statute, form part of a contract with us & in the case where a customer attempts to enter other terms during the normal administrative 'paper chase' process such attempts are not to be read as 'contra offers' leaving our terms as issued with our quote/order confirmation as the agreed terms of contract upon which our pricing was formed & as such if a Court subsequently decides another term or set of terms apply we reserve the right to then adjust our selling price in the contract to reflect any changed terms & or conditions.

5. Quotes

5.1 Supplier's Quote

Quotes are valid for 30 Working Days from the date of the quote. If a package quote is presented, the quoted price is based on the Supplier undertaking the complete job, not parts of the job. We reserve the right to reasonably correct pricing at any time for:

- a) Any errors (*clerical, mathematical, typographical, omission etc.*) or;
- b) Changes in equipment/Goods (*types, rating, brand etc.*) supplied;
- c) Changes in material (*types, quantities, finishes etc.*) used; or
- d) Changes in suppliers prices to us including after order confirmation.

5.2 Acceptance by the Customer

Where the Supplier has given the Customer a quote:

- a) The Supplier need not commence the Services until the quote has been accepted by the Customer
- b) The Customer shall accept the quote by signing and returning a true copy of the quote, or
- c) By the issuing of a purchase order number or work order, if applicable

6. **Replacement parts/fittings/equipment** – quotes for replacement parts/fittings or equipment will not include the cost of prior work done which will be charged for separately: where only a part of an installation is replaced warranty will be limited to the replacement part only.

7. **Stock Availability** – from time to time some Goods may not be in stock at time of placing order. One of our employees will contact the purchaser within 48 hours of knowledge of delay of Goods to confirm expected delivery time & Goods availability. Waiting times for Goods is usually 1-2 days but can take up to 6-8 weeks.

8. **Orders** – Customers are advised to confirm ALL orders in writing via the Quote Acceptance Form & note that this forms part of a legally binding contract which is, in agreement with these Terms & Conditions. In cases of Service Calls this agreement takes place when the customer accepts a Date & Time for the Supplier to attend the Customer's nominated premises.

9. **Cancellation** – by the Customer MUST be made in writing to The Director – Voltora Industries Pty Ltd. Cancellation will be subject to a charge, the greater of pro-rata to the work done to date plus 15% or 15% of contract price, whichever is the greater.

10. **Variations** – All Goods and Services will be installed and supplied as per our Quote or Work Order. Accordingly, we reserve the right to reasonably alter the contract price for any variation howsoever occurred. This includes any change in the scope of works, no matter how small, whether they are to be charged or not, must be confirmed in writing by both parties before the work is undertaken.

11. **Unforeseen Work** – due to the nature of our work it is not always possible to fully predict all work associated with the scope of works quoted & in some circumstances we reserve the right to make reasonable additional charges for such extra work, should this occur. The Supplier shall not be responsible for any issues or problems with the Site which are only revealed when installing the Goods. The Supplier will carry out any work required to fix such issues or problems if it is considered necessary for satisfactory installation of the Goods, or provision of Services. Any additional work required due to an unforeseen circumstance is a variation and subject to clause 10.

12. **Working Hours** – all work is quoted for during normal working hours (*Monday to Friday 6:00–17:00*) unless otherwise noted on the contract. If for whatever reason work is to be conducted outside of these hours extra charges may apply.

13. **Access** – Access must be unhindered & uninterrupted if a Date & Time for works to be conducted, has been agreed on. If access is not granted on the Date & Time organised, a callout fee of \$148.50 may be charged in addition to the costs, losses or expenses incurred by the Supplier, or as a result of arranging re-attendance at the Site.

14. **Time is not of the essence** – We will endeavour to meet all reasonable deadlines, but 'time will not be of the essence' in our contracts.

15. **Title & Risk** – title passes upon payment in full with cleared funds, but risk passes upon arrival of Goods at the Customer's Site.

16. **Construction Sites** – for new buildings all cabling will be installed during the construction period; if these are damaged or building configurations change resulting in additional work by the Supplier, the cost of the extra work will be charged to the Customer. Customers or their nominated agent (*eg. Builder*) are required to give us reasonable written notice for timely access for us to undertake works at the appropriate stage of construction. We cannot accept responsibility for delays or re-work where reasonable notice was not given. Customer's alleging damage in any form by us must inform The Director – Voltora Industries Pty Ltd in writing immediately & give us reasonable management access & time to view the allegation – no liability will be taken without inspection of the fault.

17. **Completion** – On Completion of all electrical work conducted it is a requirement of Australian law to conduct an Electrical Compliance Test to ensure the installation meets Australian Standards. The installation will be tested and recorded to be compliant on the date of energisation by a Licensed Tradesman.

18. **Warranty** – starts from the date of our final invoice – for a period of 12 months against faulty workmanship & for a period as per supplier or manufacturer's terms of warranty (which can be obtained upon request). Sometimes manufacturers warranty does not cover all costs for warranty repair & when this occurs we will charge the labour aspect of the charge to the Customer. Processing of warranty claims of materials or equipment/Goods supplied & installed by us to suppliers and manufacturers is free of charge from us. In the event of 'no fault found' attendances, 'no one there', late appointment cancellation, installation done by others or maintenance conducted by others, charges will be charged to the Customer as per our callout fees. All warranty works is conducted during normal Working Hours. We reserve the right to determine qualification for what is deemed 'warranty work'. Any work done that is found not to be warranty, is fully chargeable to the Customer.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and

- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

19. **Unauthorised Work** – Any work undertaken by any other person/persons on any fixtures, fittings, cabling or signs of tampering with the installation, will void ALL warranty.

20. **Comments made by Employees or Sub Contractors** – comments made by anyone employed by Voltora Industries Pty Ltd do not necessarily reflect the opinions or obligations of the Managing Staff & therefore must not be relied upon. Only written documentation signed by the Director of the company must be taken as authoritative.

21. **Complaints** – must be made in writing addressed to The Director – Voltora Industries Pty Ltd within 5 working days of the cause of complaint arising (*by law a dispute on an invoice must be made within 14 days from the Date of Invoice*)

22. **Workplace Health & Safety** – we are responsible for ensuring our Employees & Sub Contractors work safely & within all regulations however there are obligations on Customers including, but not limited to, advising us in advance of any potential risks. Unless specified in the quote our quote excludes, if directed by safety personal, cost of equipment for lifting, access, barricades, additional trades or any other safety apparatus or devices which may be required.

23. **Exclusions and limitation of liability** – The Customer expressly agrees that:

- a) the use of the products, Goods or Services is at the Customer's risk. To the fullest extent allowed by law, the Supplier's liability for breach of any term implied into these terms & conditions of Trade by any law is excluded;
- b) all information, specifications and samples provided by the Supplier in relation to the products, Goods or Services are approximations only and, subject to any guarantees under Australian Consumer Law. Small deviations or slight variations from them which do not substantially affect the Customer's use of the products, Goods or Services will not entitle the Customer to reject the products upon delivery, or to make any claim in respect of them.
- c) no warranty is given by the Supplier in relation to the Services provided or supplied.



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d) Under no circumstance is the Supplier or any of its suppliers liable or responsible in any way to the Customer or any other person for any loss, damage, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenues) as a result, director or indirect of any defect, deficiency or discrepancy in the products or Services. This includes in their form, content and timeliness of deliveries, failure of performance, error, omission, defect, including, without limitation, for any and in relation to any of the following:

- i. Any products, Goods or Services supplied to the Customer;
- ii. Any delay in supply of the products, Goods or Services; or
- iii. Any failure to supply the products, Goods or Services.

e) any advice, recommendation, information, assistance or service given by the Supplier in relation to products, Goods or Services or all, 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. The Supplier 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.

f) Australian Consumer Law may give the Customer certain guarantees. Where liability for breach of any such guarantee can be limited, the Supplier's liability (if any) arising from any breach of those guarantees is limited with respect to the supply of the products, to the replacement or repair of the products or the costs of resupply or replacement of the products or with respect to Services, to the supply of Services again or cost of re-supplying the Services again.

g) it indemnifies and keeps indemnified the Supplier, its servants and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to, the Customer) against the Supplier or, for which the Supplier is liable, in connection with any loss arising from or incidental to the provision of the products or Services, any order or the subject matter of these terms & conditions of trade.

24. Force majeure – if circumstances beyond the Supplier's control prevent or hinder its provision of the products, Goods or Services, the Supplier is free from any obligation to provide the products, Goods or Services while those circumstances continue. The Supplier may elect to terminate this agreement or keep the agreement on foot until such circumstances have ceased. Circumstances beyond the Supplier's control include, but are not limited to, unavailability of materials or components, strikes, lockouts, riots, natural disasters, fire, war, acts of God, Government decrees, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.

25. Security Interest, Charge and Mortgage - The Customer grants to the Supplier a security interest in the products or Goods to secure payment of the amount payable.

- a) The security interest:
 - i. Extends to and
 - ii. continues in all proceeds, accessions and processed Goods; and
 - iii. Is a purchase money security interest to the extent to which it secures payment of that part of the amount payable which comprises the aggregate unpaid purchase price of the Goods or products.
- b) The Customer must not do or permit anything to be done that may result in the purchase money security interest granted to the Supplier ranking in priority behind any other security interest.
- c) The Customer charges and mortgages in favour of the Supplier, all of the Customer's interest and rights in all present and future real property of the Customer to secure the performance of the Customer's obligations under each Contract, including payment of the amount payable. The Customer acknowledges that the Supplier has a caveat able interest in any real property of the Customer under this clause and may lodge a caveat over that property. Upon demand by the Supplier, the Customer agrees to immediately execute a mortgage in favour of the Supplier on terms satisfactory to the Supplier to more particularly describe the mortgage conferred by this clause. Should the Customer fail within a reasonable time of such demand to execute that mortgage, then the Customer irrevocably appoints the Supplier as its attorney with authority to do on its behalf anything that it may lawfully authorise an attorney to do including, without limitation, to make, sign, execute, seal and deliver any document and to take possession of, use, sell or otherwise dispose of any real property of the Customer.

26. Contracting out of the PPSA - The Customer:

- a) Waives the right under section 157 of the PPSA to receive a copy of the verification statement verifying registration of a financing statement or a financing change statement relating to any security interest created under the Contract; and
- b) Contracts out of its rights to receive any other notice or statement under any other provision of the PPSA (including for the avoidance of doubt, any of the provisions specified in the next paragraph).

To the fullest extent permitted by the PPSA, the parties agree to contract out of sections 95, 117, 118, 120, 121(4), 125, the second sentence of section 126(2), sections 129(2), 129(3), 130, 132(3)(d), 132(4), 142 and 143, which sections (or parts of sections) shall not apply.

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

27. Credit – Any agreement by the Supplier to grant the Customer credit upon these Terms & Conditions of Trade has been or will be made on the basis of a credit application and such other documents and information as may be required by the Supplier.

- a) Until the Supplier grants credit by notice in writing, or if having granted credit, the Supplier exercises its powers to withdraw, refuse or suspend credit under these Terms & Conditions of Trade, the Supplier will only supply Goods, products or Services to the Customer on the basis of cash in advance.
- b) The granting of credit does not oblige the Supplier to extend any particular amount of credit to the Customer and the Supplier may withdraw, refuse, suspend or limit credit to the Customer at any time, in its absolute discretion, without notice or providing any reason.

c) The Customer must notify the Supplier in writing if there is any change in the shareholding or ownership of the Customer or any material change in the Customer's financial position.

28. Payment Method – Payment method will be cheque, cash, direct deposit, credit card (Mastercard/Visa/America Express) unless otherwise agreed prior to works being undertaken. A 2% surcharge applies to all credit card and eftpos transactions.

29. Payment by Customer – payment must be made upon demand on the issue of an invoice to the Customer or for approved account Customers, within the Payment Terms as issued on the invoice. A 30% deposit is required prior to works being undertaken & progress payments may be required. Queensland title laws states payment for equipment may be required prior to delivery. Late payment will incur an interest charge of 15% pa calculated on a daily basis from the invoice date plus all debt recovery costs including in house administration. Payment may not be withheld for any reason.

30. Background Checks – The Supplier reserves the right to obtain information on businesses prior to undertaking works through third-parties such as Creditor Watch. We also reserve the right to report a default on companies upon failure to pay outstanding invoices.

31. Default - A party will be in default if:

- a) it breaches a material term of any contract and such breach is not remedied within 14 days of receiving notice from the other party requiring it to do so, unless such breach arises out of the supply of defective Goods, in which case the supplier shall remedy the breach within such time as is reasonable in the circumstances;
- b) in the case of the Customer being a body corporate, it becomes an externally-administered body corporate or has an application for winding up filed against it;
- c) in the case of the Customer being an individual, it commits an act of bankruptcy or becomes an insolvent under administration;
- d) in the case of the Customer, the payment for the Goods, products or Services has not been received by the Supplier by the due date for payment;
- e) in the case of the Customer, any representation or warranty made by it in or in connection with a contract, or any information provided by it to the Supplier in or in connection with a credit application, is incorrect, misleading or deceptive (whether by omission or otherwise) in any material respect; or
- f) in the case of the Customer, the Supplier forms the opinion in its absolute discretion that the Customer's creditworthiness or credit standing alters from that indicated in its credit application.

If a party defaults, the other party may:

- g) treat a Quote Acceptance Form or the whole of the contract as repudiated and sue for breach of contract; and/or
- h) being the Supplier, refuse to supply any Goods, products & Services to the Customer on credit or at all; and/or
- i) being the Supplier, claim the return of any Goods or products in the Customer's possession where title has not passed to the Customer or exercise any other right or remedy available to it under the contract, the PPSA or any other applicable law, including to enforce the security interests created by the contract; and/or
- j) being the Supplier, by notice to the Customer declare all monies owing by the Customer to the Supplier on any account immediately due and payable (including the amount payable).

32. Privacy - Where the Customer provides the Supplier with personal information (as defined in the Privacy Act 1988) about any individual (including the Customer where applicable), the Customer must have that individuals' consent to provide that information to the Supplier having regard to and for the purposes set out in this clause and in the Supplier's Privacy Policy. The Supplier may collect, use and disclose that personal information for purposes relating to a contract and to the Customer's credit application and account. This includes assessing the Customer's application, monitoring the value of and enforcing the security interests created by a Contract, reviewing credit arrangements on a periodic basis or in connection with changes (e.g. credit limit) as though assessing a new application, order fulfilment and delivery, market research, planning, business development, debt collection and customer relationship management. The Supplier may also conduct lawful and relevant credit and reference checks (including consumer credit checks on the Customer where the Customer is an individual).

The Supplier may provide marketing communications to the Customer by email and other means on an ongoing basis, unless the Customer opts out by contacting the Supplier or legal restrictions apply.

33. Governing Laws & Jurisdiction - These Terms & Conditions of Trade shall be governed by and construed in accordance with the laws of the State of Queensland and the laws of the Commonwealth of Australia which are in force in Queensland and each of the parties hereby submits to the non-exclusive jurisdiction of the Queensland Courts.

34. Definitions – In these Terms & Conditions of Trade, unless the subject or context is inconsistent, each of the following expressions shall have the meaning as set out:
'Goods' means all Goods sold or otherwise made available to the Customer by the Supplier including but not limited to air conditioning systems and associated electrical components
'Site' means the place where the Suppliers work will be carried out;
'Services' means the installation of the Goods and associated electrical Services; and
'the Customer' is the individual, company or other entity requesting Goods and Services from the Supplier and named as the Customer on the Suppliers quote, contract and other paperwork.



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Execution Page- Signature and Acknowledgement

(Use if the Customer is a Company)

EXECUTED by THE CUSTOMER in)
accordance with the Corporations Act 2001)
(Cth) by:)
)

Company Name: _____

Signature of Director/Sole Director

Date ____/____/____

Name (printed) _____

Signature of Director

Date ____/____/____

Name (printed) _____

(Use if the Customer is a Trust)

EXECUTED by THE CUSTOMER in)
accordance its Trust Deed by:)
)
)

Name of Trustee: _____

Signature:

Date ____/____/____

Name (printed) _____

Witnessed by: _____

Witness Signature:

Date ____/____/____

Name (printed) _____

(Use if the Customer is an Individual/Sole Trader)

EXECUTED by THE CUSTOMER :)
)
)
)

Name of Customer: _____

Signature:

Date ____/____/____

Name (printed) _____

Witnessed by: _____

Witness Signature:

Date ____/____/____

Name (printed) _____

EXECUTED and APPROVED by VOLTORA)
INDUSTRIES ACN 606 804 219 in)
accordance with the Corporations Act 2001)
(Cth) by:)

Name of Authorised Officer: _____

Authorised Officer:

Date ____/____/____

Name (printed) _____

 **1300 799 430**