

TERMS OF TRADING AND CONDITIONS

1. Agreement

BullAnt Security Pty Ltd (“the Supplier”) agrees to provide goods and or services to the customer. The Customer agrees to adhere to the terms and conditions as set out in this Agreement.

2. The Customer agrees with the Supplier as follows:

- 2.1 To pay for all goods and/or services supplied to the Customer by the Supplier in accordance with the payment terms of any proposal or quote provided and in the absence of any payment terms being advised, upon delivery of the good or completion of the services, unless the Customer has prior approved credit in which case it is within 30 days of the date of a Tax Invoice in respect of the goods and/or services issued by the Supplier to the Customer.
- 2.2. Notwithstanding 2.1 the Customer shall pay to the Supplier all monies owing by the Customer to the Supplier under this document immediately upon the occurrence of:
 - 2.2.1 any sequestration order being made on any of the Customer’s property;
 - 2.2.2 the Customer giving any authority to a trustee under the Bankruptcy Act;
 - 2.2.3 the commission of any act of bankruptcy by the Customer;
 - 2.2.4 any petition being made for the winding up of the Customer;
 - 2.2.5 the appointment of a receiver, administrator, controller or official manager is appointed over any of the Customer’s property; or
 - 2.2.6 the Customer ceasing to trade or carry on business in its usual manner;
 - 2.2.7 the Customer being in breach of this or any other agreement with the Supplier.
- 2.3 The Customer shall pay for all goods supplied and/or services provided to the Customer by the Supplier according to the terms of payment set out in this document or as varied by the Supplier and notified to the Customer from time to time.
- 2.4 The Supplier may by written notice to the Customer, alter the terms and conditions contained in this document. Until any alteration to the terms and conditions are notified to the Customer, the terms and conditions in this document will continue to apply.
- 2.5 Transactions shall not be considered complete until payment in full in clear funds are received by the Supplier in payment of the goods or services provided.
 - 2.5.1 any monies payable by the Customer to the Supplier that have not been paid pursuant to clauses 3.1 to 3.3 of this document (“unpaid monies”) shall attract interest.
 - 2.5.2 the Customer will be liable to pay to the Supplier interest on unpaid monies at the rate of (X + 5%) per annum (where X is the interest rate quoted by the National Australia Bank as its base rate) in addition to any unpaid monies.
 - 2.5.3 interest will be calculated from the date the goods were supplied to the Customer until the date the monies are actually received by the Supplier;
 - 2.5.4 accounts that remain unpaid after 60 days will attract a late payment fee of \$100. This amount will be calculated monthly and will be added to the unpaid monies to form part of the total amount due.
- 2.6 The Customer shall pay all costs and any expenses, stamp duty and any other taxes or charges in respect of this document or that may become payable by reason of any default made by the Customer in making payment according to this document.
- 2.7 The Customer shall indemnify the Supplier against and shall reimburse the Supplier for all legal expenses on a full indemnity basis as well as any other expenses the Supplier may reasonably incur in recovering or attempting to recover payment from the Customer and the guarantor (if any) of the amounts which may from time to time be unpaid.
- 2.8 The Supplier may at any time at the Supplier’s absolute discretion and without giving any reason refuse to provide or extend any further credit to the Customer and the Supplier’s granting of credit to the Customer on any particular occasion does not require the Supplier to either grant credit on any other occasion or extend to the Customer any particular amount of credit.
- 2.9 Ownership of Goods
 - 2.9.1 title or ownership of any and all goods supplied by the Supplier to the Customer (in this document called “the Goods”) does not pass from the Supplier to the Customer until the Supplier has received full payment;
 - 2.9.2 until payment in full for the goods has been received by the Supplier or the Customer has sold the goods by way of bona fide sale for full market value, the Customer shall hold the goods as bailee for the Supplier however the Customer may in the ordinary course of its business use any of the goods to make up other products or sell any of the goods to make other products or sell any of the goods on condition that should the Supplier so require the Customer, the Customer will assign to the Supplier all of its rights in respect of the sale price of those products;
 - 2.9.3 until the Supplier has been paid in full for the goods, if any of the goods are on-sold, the Customer will hold those monies separate from its other funds and place the proceeds of the sale of the goods into a bank account held in the Customers name and the Customer will not withdraw any of those monies until payment in full for the goods has been received by the Supplier;

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- 2.9.4 the Customer shall insure the goods for their full insurable value against loss or damage by fire, theft, accident or other such risks.
- 2.10 If the Supplier publishes material concerning its business or prices, anything so published which is incompatible with these Terms and Conditions is excluded. The Customer shall rely on its own knowledge and expertise in selecting any Product or Services for any purpose. Any advice and assistance given for or on behalf of the Supplier shall be accepted at the Customer's risk and shall not be deemed given as expert advice nor to have been relied upon by the Customer or anyone claiming through the Customer.
- 2.11 The Customer shall remain personally liable for all goods supplied and/or services provided by the Supplier to the Customer at the Customer's request.
- 2.12 All prices quoted shall be ex-warehouse and shall not include delivery charges.
- 2.13 All risk in the goods shall pass to the Customer when the goods are loaded for delivery to the Customer at the Supplier's warehouse whether by a carrier employed or engaged by the Supplier or the Customer. This shall also apply to partial delivery of goods.
- 2.14 Acceptance by the Customer of the goods shall be deemed for all purposes to have taken place at the expiration of 7 days from the date of such delivery. No goods will be accepted for return unless agreed to in writing by the Supplier prior to such return and then only upon conditions acceptable to the Supplier and at the Customer's sole risk as to loss or damage. Where the Supplier agrees to accept goods for return, the Customer shall pay the Supplier a re-stocking charge of 20% of the price of the goods returned.
- 2.15 The Supplier's liability for breach of any condition or warranty implied by the Trade Practices Act 1974 (except as required by Part V, Division 2 of the Trade Practices Act) is limited to such one or more following as the Supplier may decide:
- 2.15.1 the replacement of the goods of the Supplier for equipment goods;
- 2.15.2 the repair of the goods;
- 2.15.3 the payment of the cost of replacing the goods or of requiring equivalent goods; or
- 2.15.4 the payment of the cost of having the goods repaired.
- 2.16 This document does not and shall not be taken to exclude, restrict or modify in any manner whatsoever any rights or mandatory condition or warranty implied by any law of the Commonwealth of Australia or any State or Territory of Australia in favour of the consumer which cannot be lawfully excluded by contract between the Supplier and the Customer. All provisions of this document shall be subject to all such rights and remedies of a consumer and no part of this document can be waived by the Customer. Wherever any part of this document would otherwise be inconsistent with the mandatory requirements of any such law, these terms and conditions shall as far as possible be construed so as to be consistent with such law and for that purpose, to the extent necessary, shall be of no force or effect.
- 2.17 The Customer may place a written order with the Supplier for non-stock items. The Supplier will not accept the return of non-stock items unless the manufacturer agrees to accept the return of these items from the Supplier. The Supplier may deduct transport, insurance, handling and restocking charges from any credit due to the Customer.
- 2.18 The Supplier reserves the right to substitute any goods ordered with goods of a similar specification if the item ordered by the Customer is not available unless instructed not to do so by the Customer. If the Customer is not satisfied with the substituted goods, those goods may be returned to the Supplier for credit. The Supplier may deduct from any such credit
- 2.19 The Supplier may deliver the goods by installment or partial shipment and the Customer shall accept such delivery. The Supplier will be under no liability for either direct or consequential loss or damage to the Customer arising from delay or postponement of delivery.
- 2.20 The goods sold have the benefit of any warranty given by the manufacturer but the Supplier shall not be liable for any loss or damage either direct or consequentially arising out of any defects in the goods.
- 2.21 Clerical errors in computations, catalogues, quotations, acceptances, offers, invoices, delivery dockets, credit notes or specifications of the Supplier shall be subject to correction by the Supplier and the Supplier shall not be liable for any loss or damage arising either directly or consequentially from such error.
- 2.22 The Supplier shall be entitled without notice to terminate any credit arrangements with the Applicant in the event of the Applicant defaulting in any of the terms and conditions herein contained.
- 2.23 The Supplier shall be entitled at any stage during the continuance of this agreement to request such security or additional security as the Supplier shall in its discretion think fit and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security shall be obtained.

3. No Waiver

The parties agree that in the event that the Supplier grants to the Applicant time to pay for goods or services supplied (whether before or after the approval of credit under this agreement) then such supply shall not amount to a waiver by the Supplier of any of the terms of this agreement nor be construed or be taken either directly or by implication as a granting by the Supplier of credit facilities to the

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Applicant and no credit facilities shall be granted unless so stated in the notice.

4. Statement as to Amount Owed

A statement in writing made up from the books of the Supplier, setting out the amount due or owed by the applicant to the Supplier at the date mentioned in the statement will be prima facie evidence that such amount is due or owing by each and every one of the Applicants and of all other matters set forth in the statement.

5. Privacy Act

- 5.1 The Customer acknowledges and authorizes the Supplier to give or enquire about credit information to a credit reporting agency. The Customer understands that section 18E(8)(c) of the Privacy Act allows the Supplier to give a credit reporting agency certain personal information about the customer. The information which may be given to an agency is covered by section 18(E)(1) of the act and includes: Particulars to identify the Customer, the fact that the Customer has applied for credit and the amount of credit requested.
- 5.2 The Customer hereby acknowledges and agrees that the Supplier is entitled to undertake all necessary enquiries, investigations and assessments to ensure the accuracy of the information provided herein; and further, that such information, as verified, may be used by the Supplier, and any authorized agent, employee or subcontractor engaged by the Supplier, for the purpose of reviewing, vetting, monitoring the Customer's use and performance in operation of the Account/Credit facility, including the recovery of any outstanding debts.
- 5.3 In the Customer is a Sole Trader or Partnership, The Proprietor/s agree that the supplier may seek a credit report from a credit reporting agency containing personal credit information about the Proprietor/s to assess this application and for that purpose may disclose personal information about the Proprietor/s as prescribed in the Privacy Act to that agency. The Proprietor/s also agree that the supplier may give to and seek from any credit reporting agency personal information about the Proprietor/s credit arrangements as described in the Privacy act.
- 5.4 If the Customer is a Company or Trust, the Directors may be required by the Supplier to sign Guarantees to support any credit application. The Directors agree that the supplier may seek a credit report from a credit reporting agency containing personal credit information about the Proprietor/s to assess whether to accept the Directors as Guarantors. For that purpose, the Supplier may disclose personal information about the Directors as prescribed in the Privacy Act to that agency. The Directors also agree that the supplier may give to and seek from any credit reporting providers named as references in this Application and any credit providers named in a credit report issued by a credit reporting agency personal information about the Directors credit arrangements as described in the Privacy Act.

6. Goods and Services Tax

- 6.1 All duties, taxes, imposts, fees or charges by any governmental statutory or regulatory body which shall be applicable to any goods purchased by the Customer shall be borne by the Customer and added to the price of the goods or the services. The Customer shall indemnify the Supplier in respect of any claims for such duties, taxes etc.
- 6.2 All prices quoted for the goods or services are exclusive of goods and services tax. For all the invoiced items, goods and services tax all be charged as a separate item in accordance with the applicable rate at the time the invoice is prepared.

7. Interpretation.

Unless the context clearly indicates otherwise:

- 7.1 Every covenant or agreement expressed or implied in this document in which more than one person covenants or agrees shall bind such persons and every two or more of them jointly and each of them severally.
- 7.2 Reference to any party shall mean and include a reference for that party, its successors assigns personal representatives (as the case may be) and transferees.
- 7.3 The word "person" shall include corporations.
- 7.4 Words import no singular or plural numbers and shall include the plural number and singular number respectively.
- 7.5 Reference to any gender shall include each gender.
- 7.6 References to statutes shall include all statutes amending or consolidating of the statutes referred to.
- 7.7 Words importing individual persons only shall include corporations.