

TERMS & CONDITIONS OF TRADING

Definitions

1. In this agreement, the following expressions shall have the following meaning:
‘**Supplier**’ means Bullant Security Pty Ltd ACN 133 202 516 and their related bodies corporate (as that term is defined in the *Corporations Act 2001*).
‘**Customer**’ means the person, firm, organisation, partnership, corporation, or other entity that requests and/or receives goods and/or services from the Supplier.

Agreement

2. The Supplier agrees to provide goods and/or services to the Customer on the terms and conditions detailed in this agreement.

Payment terms

3. Where the Customer has an approved credit account with the Supplier, the terms of payment are strictly thirty (30) days from the date of invoice (or such other period as nominated by the Supplier herein).
4. Where the Customer does not have an approved credit account with the Supplier, the terms of payment are strictly as nominated by the Supplier’s invoice(s), proposal, or quotation. If no time for payment is stated, then payment of shall be immediately due and payable in full upon either the delivery of the goods or the completion of the services.
5. The Customer must check all invoices and advise the Supplier of any errors or omissions within seven (7) days of receipt. Failing advice from the Customer that the invoice contains any errors or omissions, the invoice may be deemed accepted by the Supplier.
6. Should the Customer not pay for the goods or services supplied by the Supplier in accordance with the credit terms as provided herein, or as agreed in writing by the Supplier and Customer from time to time, after issuing a written demand to the Customer demanding payment within fourteen (14) days, the Supplier will be entitled to charge an administration fee of ten (10) percent of the amount of the invoice payable.
7. The Customer acknowledges that the Supplier shall be at liberty to charge a surcharge for credit card transactions equal to the merchant fees incurred by the Supplier.

Purpose of credit

8. The Customer acknowledges and agrees that any credit to be provided to the Customer by the Supplier is to be applied wholly or predominantly for commercial purposes.

Formation of contract

9. Quotations shall remain valid for a period of thirty (30) days from the date of quotation unless otherwise specified in writing. The Supplier, in its sole discretion, reserves the right to withdraw, vary or extend any quotation at any time prior to the formation of a contract in accordance with clause 10.
10. Quotations made by the Supplier will not be construed as an offer or obligation to supply in accordance with the quotation. The Supplier reserves the right to accept or reject, at its discretion, any offer to purchase received by it upon provision of written reasons to the Customer. Only written acceptance by the Supplier of the Customer’s offer will complete a contract.
11. Placement of an order, either verbally or in writing, will imply acceptance of the Supplier’s offer and of these terms and conditions.
12. At the Supplier’s sole discretion a deposit may be required. The deposit amount or percentage of the price due will be stipulated at the time of the order of the goods and/or services and shall immediately become due and payable

upon the formation of a contract in accordance with clause 10.

Variations

13. Where the Customer requests or directs that any additional goods and/or services be supplied that are not strictly in accordance with the quotation, then such additional goods and/or services shall constitute a variation, unless otherwise agreed between the parties.
14. The Customer understands and agrees that:
 - (a) all variations must be agreed between the parties in writing prior to the goods and/or service being supplied; and
 - (b) all variations shall be, at the Supplier’s discretion, invoiced at the rate(s) specified in the quotation, as specifically quoted, or in accordance with the Supplier’s prevailing price list (as updated from time to time).
15. Notwithstanding clauses 13 and 14, and subject to any rights the Customer might have under any relevant legislation, the Supplier reserves the right to vary the quoted price if:
 - (a) there is any movement in the cost of supplying the goods and/or services specified in the Customer’s order;
 - (b) the goods and/or services specified in the Customer’s order are varied from the goods and/or services specified in the Supplier’s quotation; or
 - (c) otherwise provided for in these terms and conditions.

Cancellation of orders

16. Unless otherwise agreed in writing between the parties, the Customer may not cancel an order (or any part of an order) unless the Customer pays to the Supplier (in the Supplier’s sole discretion) any and all costs incurred by the Supplier in relation to the cancelled order (or cancelled part of an order) up until and including the date of cancellation.
17. Notwithstanding any other rights the Supplier may have under this agreement, the Supplier may cancel any order or delivery of any order, by providing written notice to the Customer if the Customer:
 - (a) defaults in payment of any invoice by the due date;
 - (b) enters into liquidation or, in the case the Customer is an individual, becomes bankrupt; or
 - (c) breaches an essential term of this agreement.

18. To the fullest extent permitted by law, the Supplier accepts no liability for any loss whatsoever incurred by the Customer or any third party as a result of the Supplier exercising its rights under clause 17.

Delivery

19. The Customer acknowledges and accepts that any estimated delivery or supply of goods provided by the Supplier is an estimate only and the Supplier will not be liable for any loss suffered by the Customer as a result of any delay in the delivery of goods.
20. Delivery will be made within normal business hours between Monday to Friday, 8.00am to 5.00pm only (unless otherwise agreed to in writing).
21. Delivery is deemed to occur at the earlier of:
 - (a) the collection of goods from the Supplier by the Customer or any third party on behalf of the Customer;
 - (b) the time of loading of goods at the Supplier’s premises for the purpose of delivery to the Customer.
22. The Supplier is entitled to charge a reasonable fee for storage and/or redelivery charges in the event the Customer does not, or is unable to, accept delivery of the goods.

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23. The Customer accepts that the Supplier may deliver goods by instalments and require payment for each separate instalment in accordance with these terms and conditions.
24. The Customer acknowledges and accepts that it is not relieved from any obligation arising under these terms and conditions by reason of any delay in delivery.

Returns

25. The Customer must inspect the goods immediately upon delivery and must within seven (7) days after the date of inspection give written notice to the Supplier with particulars, of any claim that the goods are not in accordance with this agreement. If the Customer fails to give notice, then to the extent permitted by law, the goods must be treated as having been accepted by the Customer and the Customer must pay for the goods in accordance with these terms and conditions.
26. The Customer cannot return goods to the Supplier without the written agreement of the Supplier.
27. The Customer acknowledges that the Supplier will not accept the return of Non-Stock Items or Special Order Goods, as defined in clause 30.
28. The Customer acknowledges and agrees that any return will incur a handling and administration charge of the higher of twenty (20) percent of the manufacturer or wholesaler's restocking fee.
29. Unless otherwise agreed in writing, the Customer must pay all costs associated with the return of any goods (either to the Supplier or from the Supplier to the Customer or any third party) including delivery and handling charges. Goods to be returned to the Supplier must be packed and wrapped appropriately and must include all original packaging and documentation (where applicable). The Supplier accepts no liability for any damage or loss that occurs to any goods in return transit.

Non-Stock Items and Special Order Goods

30. The Customer acknowledges that:
- (a) orders for non-stock, custom-made, and special goods (together, **Non-Stock Items**) may have to be purchased in minimum quantities and that the Customer will be notified if this applies in respect of the Customer's order; and
 - (b) orders for goods in quantities not normally stocked by the Supplier (**Special Order Goods**) may be accepted by the Supplier at the Supplier's sole discretion.

Risk

31. Risk of damage to or loss of the goods passes to the Customer on delivery and the Customer must insure the goods on or before delivery.
32. If any of the goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Supplier is entitled to receive all insurance proceeds payable for the goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquires.
33. If the Customer requests that goods are delivered either to an unattended location, left outside, or are left outside the Supplier's premises for collection, the Customer acknowledges that the Supplier will deliver the Goods as requested at the Customer's risk.

Retention of title

34. Title in the goods does not pass to the Customer until the Customer has made payment in full for the goods and,

further, until the Customer has made payment in full of all the other money owing by the Customer to the Supplier (whether in respect of money payable under a specific contract or on any other account whatsoever).

35. Whilst the Customer has not paid for the goods supplied in full at any time, the Customer agrees that property and title in the goods will not pass to the Customer and the Supplier retains the legal and equitable title in those goods supplied and not yet sold.
36. Until payment in full has been made to the Supplier, the Customer will hold the goods in a fiduciary capacity for the Supplier and agrees to store the goods in such a manner that they can be identified as the property of the Supplier and will not mix the goods with other similar goods.
37. The Customer will be entitled to sell the goods in the ordinary course of its business, but until full payment for the goods has been made to the Supplier, the Customer will sell as agent and bailee for the Supplier and the proceeds of sale of the goods will be held by the Customer on trust for the Supplier absolutely.
38. The Customer's indebtedness to the Supplier, whether in full or in part, will not be discharged by the operation of clause 37 hereof unless and until the funds held on trust are remitted to the Supplier.
39. The Customer agrees that whilst property and title in the goods remains with the Supplier, the Supplier has the right, with prior notice to the Customer, to enter upon any premises occupied by the Customer (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Customer) to inspect the goods of the Supplier and to repossess the goods which may be in the Customer's possession, custody or control when payment is overdue.
40. The Customer will be responsible for the Supplier's reasonable costs and expenses in exercising its rights under clause 39. Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Customer against the Supplier, its employees, servants or agents.
41. The Customer agrees that where the goods have been retaken into the possession of the Supplier, the Supplier has the absolute right to sell or deal with the goods, and if necessary, sell the goods with the trademark or name of the Customer on those goods, and the Customer hereby grants an irrevocable licence to the Supplier to do all things necessary to sell the goods bearing the name or trademark of the Customer.
42. For the avoidance of doubt, the Supplier's interest constitutes a 'purchase money security interest' pursuant to the PPSA.

Cancellation of terms of credit

43. The Supplier reserves the right to withdraw credit at any time upon the provision of notice to the Customer.
44. Notwithstanding clause 43, if the Customer defaults in the payment of any amount due to the Supplier pursuant to this agreement and does not cure such default within seven (7) days after being given notice of such default, the Supplier may terminate this agreement (to be effective immediately) upon notice to the Customer.
45. Upon the withdrawal of credit in accordance with clause 43, or upon termination of this agreement in accordance with clause 44, all liabilities incurred by the Customer become immediately due and payable to the Supplier.

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46. For the avoidance of doubt, termination of this agreement will not affect:

- (a) the right of any party to whom money is owed hereunder at the time of termination to receive that money according to the provisions hereof; and
- (b) the rights and/or obligations pursuant to this agreement which by their nature are intended to survive termination of this agreement.

Indemnity

47. The Customer agrees to indemnify the Supplier and keep the Supplier indemnified against any claim that arises out of the goods and services supplied under this agreement. This indemnity includes any legal fees and expenses the Supplier incurs in order to enforce its rights, on an indemnity basis.

Provision of further information

48. The Customer undertakes to comply with any reasonable written requests by the Supplier to provide further information for the purpose of assessing the Customer's creditworthiness, including an updated credit application.

49. If the Customer is a corporation (with the exception of a public listed company), it must advise the Supplier of any alteration to its material ownership or control (for example, by changing directors, shareholders, or its constitution). In the case of a change of directors or shareholders the Supplier may ask for new guarantors to sign a guarantee and indemnity.

Corporations

50. If the Customer is a corporation, the Customer warrants that all of its directors have signed this agreement and that all of its directors may be required to enter into a guarantee and indemnity with the Supplier in relation to the Customer's obligations to the Supplier.

Agent capacity

51. If the Customer acts as an agent for another party or parties (whether disclosed to the Supplier or not), the Customer warrants to the Supplier that:

- (a) it holds current and proper authority to engage the Supplier on behalf its principal(s);
- (b) any goods and/or services requested by the Customer are within the authority and financial limits authorised by the Customer's principal(s);
- (c) it holds sufficient funds to ensure payment of all amounts due and owing to the Supplier under this Agreement;
- (d) at the request of the Supplier, it will provide the name(s), address(es), and contact details of its principal(s); and
- (e) if the Supplier is not paid as and when payment is due as a result of a dispute between the Customer and its principal(s) regarding the Customer's authority, or if the Customer fails to hold sufficient funds in accordance with clause 51(c), then the Customer agrees to indemnify the Supplier for the amount due and owing, including any legal fees and expenses the Supplier incurs in order to enforce its rights, on an indemnity basis.

Trustee capacity

52. If the Customer is the trustee of a trust (whether disclosed to the Supplier or not), the Customer warrants to the Supplier that:

- (a) the Customer enters into this agreement in both its capacity as trustee and in its personal capacity;
- (b) the Customer has the right to be reasonably indemnified out of trust assets;

- (c) the Customer has the power under the trust deed to sign this agreement; and
- (d) the Customer will not retire as trustee of the trust or appoint any new or additional trustee without advising the Supplier.

53. The Customer must give the Supplier a copy of the trust deed upon request.

Partnership

54. If the Customer enters into this agreement as partners, the Customer warrants that all of the partners have signed this agreement and that all of the partners may be required to enter into a guarantee and indemnity with the Supplier in relation to the Customer's obligations to the Supplier.

55. If the Customer is a partnership, it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without advising the Supplier. In the case of a change of partners, the Supplier may ask for new guarantors to sign a guarantee and indemnity.

Insolvency

56. If the Customer becomes insolvent, the Customer remains liable under this agreement for payment of all liabilities incurred hereunder. The Customer remains liable under this agreement even if the Supplier receives a dividend or payment as a result of the Customer being insolvent.

Waiver

57. A waiver of any provision or breach of this agreement by the Supplier must be made by an authorised officer of the Supplier in writing. A waiver of any provision or breach of this agreement by the Customer must be made by the Customer's authorised officer in writing.

58. Until ownership of the goods passes, the Customer waives its rights it would otherwise have under the PPSA (unless otherwise agreed to in writing by the Supplier and the Customer:

- (a) under section 95 to receive notice of intention to remove an accession;
- (b) under section 118 to receive notice that the Supplier intends to enforce its security interest in accordance with land law;
- (c) under section 121(4) to receive a notice of enforcement action against liquid assets;
- (d) under section 129 to receive a notice of disposal of goods by the Supplier purchasing the goods;
- (e) under section 130 to receive a notice to dispose of goods;
- (f) under section 132(1) to receive a statement of account following disposal of goods;
- (g) under section 132(4) to receive a statement of account if no disposal of goods for each 6-month period;
- (h) under section 135 to receive notice of any proposal of the Supplier to retain goods;
- (i) under section 137(2) to object to any proposal of the Supplier to retain or dispose of goods;
- (j) under section 142 to redeem the goods;
- (k) under section 143 to reinstate the security agreement; and
- (l) under section 157(1) and 157(3) to receive a notice of any verification statement.

Security/charges

59. The Customer charges in favour of the Supplier all of its estate and interest in any real property, whether held in its own right or as capacity as trustee, the Customer owns at

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present and in the future with the amount of its indebtedness hereunder until discharged.

60. The Customer charges in favour of the Supplier all of its estate and interest in any personal property, whether held in its own right or as capacity as trustee, the Customer owns at present and in the future with the amount of its indebtedness hereunder until discharged.
61. The Customer appoints as its duly constituted attorney the Supplier's company secretary from time to time to execute in the Customer's name and as the Customer's act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against real property that the Customer may own in any Land Titles Office in any state or territory of Australia, even though the Customer may not have defaulted in carrying out its obligations hereunder upon written notice and demand to the Customer (in the event that there is no default by the Customer in carrying out its obligations hereunder).
62. Where the Customer has previously entered into an agreement with the Supplier by which the Customer has granted a charge, mortgage or other security interest (including a security interest as defined in the *Personal Property Securities Act 2009 (PPSA)*) over or in respect of real or personal property, those charges, mortgages or other security interests and the terms which directly or indirectly create rights, powers or obligations in respect thereto will continue and co-exist with the obligations and security interests created in this agreement and will secure all indebtedness and obligations of the Customer under this agreement. The Supplier may, at its election and upon the provision of written notice, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

Costs

63. The Customer must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Customer under this agreement. The Customer must also pay for all stamp duty and other taxes payable on this agreement (if any).
64. The Customer will pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Customer, including collection costs, debt recovery fees and legal costs on an indemnity basis.
65. Subject to clauses 66 and 67, payments by, or on behalf of, the Customer will be applied by the Supplier as follows.
- Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 40 and 64.
 - Secondly, in payment of any interest incurred in accordance with clauses 71 and 72.
 - Thirdly, in payment of the administrative fee in accordance with clause 6.
 - Fourthly, in payment of the outstanding invoice(s).
66. In circumstances where the Supplier seeks to enforce a purchase money security interest under the PPSA over collateral or proceeds (these terms being consistent with the terms defined in the PPSA), payments received from the Customer will be allocated in a manner at the Suppliers absolute and unfettered discretion, so as to attribute, to the greatest extent possible, the unpaid balance of the debt to the purchase money obligation in respect of the collateral and/or proceeds over which the Supplier seeks to enforce its purchase money security interest.

67. To the extent that payments have been allocated to invoices by the Supplier in its business records, the Supplier may, at its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at the Supplier's absolute discretion, including in a manner inconsistent with clause 65 herein.
68. Payments allocated (and/or reallocated) under clause 65 and/or 66 will be treated as though they were allocated (and/or reallocated) in the manner determined by the Supplier on the date of receipt of payment.

Taxes and duty

69. The Customer must pay GST on any taxable supply made by the Supplier to the Customer under this agreement. The payment of GST is in addition to any other consideration payable by the Customer for a taxable supply.
70. If as a result of:
- any legislation becoming applicable to the subject matter of this agreement; or
 - any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration;
- the Supplier becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Customer, then the Customer must pay the Supplier these additional amounts on 48 hours' written demand.

Interest

71. The Customer acknowledges that the Supplier is entitled to charge interest on any outstanding debts from the date the Customer is in default.
72. The interest rate on any outstanding debts is a fixed rate of ten (10) percent per annum.

Set-off

73. All payments required to be made by the Customer under this agreement will be made free of any set-off, or counterclaim and without deduction or withholding, unless agreed to otherwise by the Supplier and the Customer in writing.
74. Any amount due to the Supplier from time to time may be deducted from any monies which may be or may become payable to the Customer by the Supplier.

Assignment

75. The Customer acknowledges that the Supplier may license, assign or sub-contract all or any part of its rights and/or obligations under this agreement with the Customer's consent.

Limitation of liability

76. In relation to the supply of goods, the Supplier's liability is limited to:
- replacing the goods or supplying similar goods;
 - repairing the goods;
 - providing the cost for replacing the goods or for acquiring equivalent goods; and
 - providing the cost for having the goods repaired.
77. In relation to the supply of services, the Supplier's liability is limited to:
- supplying the service again; or
 - providing for the cost of having the services supplied again.
78. The Supplier is not liable for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Customer as a result of the goods and/or services supplied under this agreement.

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Miscellaneous

79. The Supplier is not liable for any loss caused to the Customer by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, supplier shortages, plant or mechanical breakdown, acts of God or any other activity beyond the Supplier's control.
80. The Customer will, at the request of the Supplier, execute documents and do such further acts as may be required for the Supplier to register the security interest granted by the Customer under the PPSA.
81. The Customer agrees to accept service of any document required to be served, including any notice under this agreement or the PPSA or any originating process, by prepaid post at any address nominated in this application or any other address later notified to the Supplier by the Customer or the Customer's authorised representative.
82. The Customer further agrees that where the Supplier has rights in addition to those under part 4 of the PPSA, those rights will continue to apply.
83. The Customer irrevocably grants to the Supplier the right to enter upon the Customer's property or premises, with notice, and without being in any way liable to the Customer or to any third party, if the Supplier has cause to exercise any of their rights under sections 123 and/or 128 of the PPSA, and the Customer shall reasonably indemnify the Supplier from any claims made by any third party as a result of such exercise.
84. Nothing in this agreement shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods and/or services pursuant to this agreement of all or any of the provisions the *Competition and Consumer Act 2010* or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

Severance

85. If any provision of this agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.
86. If any part of this agreement is invalid or unenforceable, that part is deleted, and the remainder of the agreement remains effective.

Variation of agreement

87. The Customer agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of the Supplier at any time by written notice to the Customer. Any variations, additions, or amendments to this agreement will apply to all orders placed by the Customer after the Customer has been provided with a copy of the varied/amended agreement. Clerical errors (such as spelling mistakes or grammatical errors) may be subject to correction without notification.
88. Any proposed variation to these terms and conditions by the Customer must be requested in writing. The Supplier may refuse any such request without providing reasons either orally or in writing.
89. Variations requested by the Customer will only be binding upon the Supplier if they are accepted in writing.

Consent to register

90. The Customer hereby consents to the Supplier recording the details of this agreement on the Personal Property Securities Register and agrees to do all things necessary and

reasonably required by the Supplier to effect such registration.

91. The Customer waives any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

Jurisdiction

92. The Customer acknowledges and agrees that this agreement will be governed by the laws of Western Australia, and the laws of the Commonwealth of Australia which are in force in Western Australia.
93. The Customer acknowledges and agrees that any contract for the supply of goods or services between the Supplier and the Customer is formed at the address of the Supplier.
94. The parties to this agreement submit to the non-exclusive jurisdiction of the courts of Western Australia and the relevant federal courts and courts competent to hear appeals from those courts.

Entire agreement

95. This agreement constitutes the entire agreement between the parties relating in any way to its subject matter, unless agreed to otherwise by the Supplier and the Customer in writing. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding.
96. Notwithstanding the preceding paragraph, in circumstances where there is a pre-existing written agreement (**Original Agreement**) between the Customer and the Supplier, these terms and this agreement will constitute a variation of the Original Agreement whereby the terms of the Original Agreement are deleted and replaced with the terms herein, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by the terms herein in which case they will co-exist with the terms herein, and, to the extent of any inconsistency, these terms will prevail.
97. For the avoidance of doubt, the Customer understands and agrees that these terms will prevail over, and the Supplier will not be bound by, any conditions (express or implied) added or provided by the Customer, whether in an order or otherwise, unless otherwise agreed in writing by the Supplier prior to the receipt of a purchase order or work instructions.

Privacy Act

98. The Customer agrees to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* contained in this document