TERMS AND CONDITIONS

Payment terms
1. All payments of debt are strictly 30 days (or such other period as nominated by the supplier hereinafter) from the date of invoice. R G Lord Investments Pty Ltd ACN 134 897 894 (the ‘Supplier’) reserves the related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth)) (‘Suppliers’) right to require further payment for any further work to be undertaken by the Applicant, vary the terms and conditions of trade.

2. If the Applicant does not pay within the time stipulated hereunder by the Supplier then the Supplier may in its discretion, (a) suspend any work done by it, (b) suspend all further work to be done by it, or any occasion, of the party's delayed payment. Failure to make the invoice contains any errors or omissions, the invoice may be deemed accepted by the Supplier.

3. The Applicant guarantees that all the monies due under the contract and/or proceeds over which the Supplier may have a security interest, shall be treated as purchase money security interest. The Applicant guarantees that if the Supplier proceeds of sale of the goods will be held by the Supplier in its capacity as trustee for the Applicant.

Jurat
5. The Applicant agrees and acknowledges that this agreement will be governed by the laws of Queensland, and the laws of the Commonwealth of Australia which are in force in Queensland.

Security/charges
6. The Applicant acknowledges and agrees that any contract for the supply of goods or services between the Supplier and the Applicant is formed at the address of the Supplier.

Sale
7. The Supplier reserves the right to sell the goods bearing the name or trademark of the Applicant on those goods, upon the provision of written reasons to the Applicant.

Title in the goods
9. The Applicant must also pay for all stamp duty and all other duties and taxes levied or imposed by government or other authorities.

Fees
11. Until payment in full has been made to the Supplier, the Applicant will hold the goods in a fiduciary capacity for the Supplier and agrees to store the goods in such a manner that they are readily identifiable as the property of the Supplier, and will not mix the goods with other similar goods.

Records
13. The Applicant must keep accurate books and records of all dealings with the Supplier under this agreement. The Applicant agrees that property and title in the goods will not pass to the Applicant.

Repossession
15. The Applicant agrees that whilst property and title in the goods remains with the Supplier, the Applicant will hold the goods in a fiduciary capacity for the Supplier and agrees to store the goods in such a manner that they are readily identifiable as the property of the Supplier, and will not mix the goods.

Costs
17. The Applicant must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Applicant under this agreement. The Applicant must also pay for any stamp duty and other taxes payable on this agreement (if any).

Duty
19. The Applicant agrees that whilst property and title in the goods remains with the Supplier, the Applicant must hold the goods in a fiduciary capacity for the Supplier and agrees to store the goods in such a manner that they are readily identifiable as the property of the Supplier, and will not mix the goods.

Interest rates
21. 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 Applicant by the Supplier.

Set-off
23. If the Applicant is a corporation, the Applicant 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 Applicant’s obligations to the Supplier.

Trustee capacity
33. If the Applicant is a corporation, the Applicant remains liable under this agreement for payment of all liabilities incurred hereunder. The Applicant remains liable under this agreement even if the Supplier receives a dividend or payment as a result of the Applicant being insolvent.

Waiver
35. A waiver of any provision or breach of this agreement by the Supplier must be made in writing, otherwise any such provision or breach of this agreement by the Applicant must be made by writing. Any waiver of any provision or breach of this agreement by the Supplier must be made by writing. Any waiver of any provision or breach of this agreement by the Applicant must be made by writing.

Insolvency
37. If the Applicant enters into this agreement as partners, the Applicant 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 Applicant’s obligations to the Supplier.

Waiver
39. The Supplier may, at its discretion, and in accordance with the credit terms as provided herein, or as agreed in writing by the Supplier and Applicant from time to time, after issuing a written demand to the Applicant requiring payment within 14 days, the Supplier will be entitled to charge an administration fee of 10 percent of the amount of the invoice payable.

Jurat
5. The Applicant agrees and acknowledges that this agreement will be governed by the laws of Queensland, and the laws of the Commonwealth of Australia which are in force in Queensland.

Security/charges
6. The Applicant acknowledges and agrees that any contract for the supply of goods or services between the Supplier and the Applicant is formed at the address of the Supplier.

Sale
7. The Supplier reserves the right to sell the goods bearing the name or trademark of the Applicant on those goods, upon the provision of written reasons to the Applicant.

Title in the goods
9. The Applicant must also pay for all stamp duty and all other duties and taxes levied or imposed by government or other authorities.

Fees
11. Until payment in full has been made to the Supplier, the Applicant will hold the goods in a fiduciary capacity for the Supplier and agrees to store the goods in such a manner that they are readily identifiable as the property of the Supplier, and will not mix the goods with other similar goods.

Records
13. The Applicant must keep accurate books and records of all dealings with the Supplier under this agreement. The Applicant agrees that property and title in the goods will not pass to the Applicant.

Repossession
15. The Applicant agrees that whilst property and title in the goods remains with the Supplier, the Applicant will hold the goods in a fiduciary capacity for the Supplier and agrees to store the goods in such a manner that they are readily identifiable as the property of the Supplier, and will not mix the goods.

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17. The Applicant must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Applicant under this agreement. The Applicant must also pay for any stamp duty and other taxes payable on this agreement (if any).

Duty
19. The Applicant agrees that whilst property and title in the goods remains with the Supplier, the Applicant must hold the goods in a fiduciary capacity for the Supplier and agrees to store the goods in such a manner that they are readily identifiable as the property of the Supplier, and will not mix the goods.

Interest rates
21. 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 Applicant by the Supplier.
ACCOUNT APPROVED FOR CASH ON DELIVERY / 7 DAYS / 14 DAYS / 30 DAYS (supplier to nominate)

PRIVACY STATEMENT

1. This privacy statement encompasses consents, notifications and disclosures under or in relation to this Privacy Statement as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Act).

2. The terms of this statement operate concurrently with any pre-existing privacy statement, acknowledgement or notification contained at any time by written notice to the Applicant. The Applicant will be provided with fourteen (14) days to accept the variation(s), failing which the variations may be deemed accepted by the Supplier.

3. For the purposes of this statement, the terms “personal information”, “sensitive information”, “credit eligibility information”, “credit information”, “commercial credit purpose”, “credit guarantee purpose”, “consumer credit purpose”, “credit reporting body”, “credit reporting code”, “credit report”, “credit reporting code” carry the same meaning as under the Act and the term “Information” means personal information, both sensitive and non-sensitive, unless 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.

4. The Applicant hereby consents to the Supplier recording the details of this Agreement on the Personal Properties Security Register and agrees to do all things necessary and reasonably required by the Supplier to effect such registration.

5. The Applicant waives any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Properties Security Register.

Entire agreement

64. 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 Applicant in accordance with the terms of the Original Agreement.

Privacy Act

66. The Applicant 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.

Building & Construction Industry Payments Act 2004 (Qld) (BCIPA)

67. The following provisions apply to the Building and Construction Industry Payments Act 2004 (Qld) (BCIPA):

68. The parties acknowledge that their rights and obligations under this agreement are subject to the provisions of the BCIPA to the extent that they apply, and where there is any inconsistency between this agreement and the BCIPA, the BCIPA shall prevail to the extent necessary to avoid the inconsistency.

69. The Supplier is entitled to issue, within four (4) days from the date that this agreement is executed, a payment claim for construction work carried out or undertaken to be carried out or as are otherwise owing by the Applicant or Guarantor(s) or their related bodies corporate for related goods and services supplied or undertaken to be supplied, for the purposes of the BCIPA.

70. A payment claim which is issued by the Supplier to the Applicant earlier than the date provided for in clause 69 above will be deemed to have been made on the next available reference date.

71. Where the Supplier issues more than one payment claim within the period identified in clauses 69 and 70 above, it may, at its discretion, issue a cumulative single claim issued on the next available reference date.

72. The Supplier’s entitlement to issue a claim for a progress payment will continue to accrue until such time as the Supplier receives full payment of all outstanding amounts from the Applicant under this agreement or as are otherwise owing by the Applicant to the Supplier under this agreement.

73. The Applicant will be required to issue a payment schedule to the Supplier, in response to either a standard or complex payment claim, within 5 business days after receipt of the Supplier’s payment claim.

Entire agreement

64. 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 Applicant in accordance with the terms of the Original Agreement.

Privacy Act

66. The Applicant 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.

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70. A payment claim which is issued by the Supplier to the Applicant earlier than the date provided for in clause 69 above will be deemed to have been made on the next available reference date.

71. Where the Supplier issues more than one payment claim within the period identified in clauses 69 and 70 above, it may, at its discretion, issue a cumulative single claim issued on the next available reference date.

72. The Supplier’s entitlement to issue a claim for a progress payment will continue to accrue until such time as the Supplier receives full payment of all outstanding amounts from the Applicant under this agreement or as are otherwise owing by the Applicant to the Supplier under this agreement.

73. The Applicant will be required to issue a payment schedule to the Supplier, in response to either a standard or complex payment claim, within 5 business days after receipt of the Supplier’s payment claim.