

Blackman Constructions Pty Ltd T/A Blackman Fabrications

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CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached. □ Company Client's Details: □ Individual ☐ Sole Trader ☐ Trust ☐ Partnership ☐ Other: Full or Legal Name: Trading Name (if different from above): Physical Address: State: Postcode: Billing Address: State: Postcode: Email Address: Phone No: Fax No: Mobile No: Personal Details: (please complete if you are an Individual) D.O.B. Driver's Licence No: Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified) ACN: Date Established (current owners): Nature of Business: Paid Up Capital: \$ Estimated Monthly Purchases: \$ Credit Limit Required: \$ Principal Place of Business is: ☐ Rented ☐ Owned ☐ Mortgaged (to whom): Directors / Owners / Trustee (if more than two, please attach a separate sheet) (1) Full Name: D.O.B. Private Address: Postcode: State: Driver's Licence No: Phone No: Mobile No: D.O.B. (2) Full Name: Private Address: State: Postcode: Phone No: Driver's Licence No: Mobile No: Account Terms: ☐ 30 Days □ COD ☐ Other: Purchase Order Required? ☐ YES Accounts to be emailed? ☐ YES □ NO Accounts Email Address: Accounts Contact: Phone No: Bank and Branch: Account No: Trade References: (please provide companies that are willing to do trade references) Name: Address: Phone / Fax / Email: 1. 2. 3. I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Blackman Constructions Ptv Ltd T/A Blackman Fabrications which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. SIGNED (CLIENT): SIGNED (SUPPLIER): Name: Name: Position: Position: WITNESS TO CLIENT'S SIGNATURE: Signed: Name: OFFICE USE ONLY Account / Ref. No. **CREDIT LIMIT** APPROVED BY DATA INPUTTED DATE

Blackman Constructions Pty Ltd T/A Blackman Fabrications – Terms & Conditions of Trade

- Supplier means Blackman Constructions Pty Ltd ATF Blackman Full A Blackman Fabrications, its successors and assigns or any person acting on behalf of and with the authority of Blackman Constructions Pty Ltd ATF Blackman Trust T/A Blackman Fabrications
- Fabrications.

 Client' means the person/s or any person acting on behalf of and with the authority of the Client requesting the Supplier to provide the Services as specified in any proposal, quotation, order, invoice or other desumptation, and: imentation, and:
 re is more than one Client, is a reference to each Client jointly and severally; and

 (b) If the Client is a part of a Trust, shall be bound in their capacity
- as a trustee; and includes the Client's executors, administrators, successors and (c) includes the Client's executors, administrators, successors and permitted sestings.

 "Goods' means all Goods or Services supplied by the Supplier to the Client at the Client's request from time to time (where the context opermits the terms' Goods' or 'Services' shall be interchangeable for the other). 1.3
- 14
- the other)

 Tabour or "Candidate' shall mean any individual sent by the Supplier to the Client for employment by the Client on a temporary, castal, or part fime basis.

 Price' means the Price payable (plus any GST where applicable) for the Goods as agreed between the Supplier and the Client in accordance with dause 5 below.

 "SST means Goods and Services Tax (GST) as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth). Acceptance 1.5
- 1.6 **2**. 2.1
- tance in the staken to have exclusively accepted and is immediately jointly and severally, by these terms and conditions if the places an order for or accepts delivery of the Goods. bound, jointly and severally, by these terms and conducts a use Client places an order for of access delivery of the Goods. Where the Supplier gives advice or recommendations to the Client in 7.7 regards to replays, or the Clients agent, with specific instructions regarding the repair or use of the Services and such advice or recommendations are not acet upon then the Supplier shall not be a considered to the services and such advice or recommendations are not acet upon then the Supplier shall not be a supplier shall not sha 2.2
- 2.3
- consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Supplier. Electronic signatures shall be deemed to be accepted by either party providing that the parties have compiled with Section 9 of the office of that Act or any Regulations referred to in that Act.

 Errors and Omissions

 The Client acknowledges and accepts that the Supplier shall, without 24
- ors and Omissions remerted to in that Act.

 Client acknowledges and accepts that the Supplier shall, without of the Client acknowledges are controlled to the Client acknowledges and accepts that the Supplier shall, without of the Client accepts the Client accepts and the Client accepts accepts accepts and the Client accepts accepts and the Client accepts accepts accepts and the Client accepts accepts accepts accepts accepts accepts accepts accepts and the Client accepts accepts
- this contract as repudibled nor render it rivaliu.

 Change in Control

 The Client shall give the Supplier not less than fourteen (14) days prior written notible of any proposed change of ownership of the Client and/or any other change, in the Client's details (including but control to the client's failure to comply with this dause. Price and Payment
 At the Supplier's sole discretion the Price shall be either:

 (a) as indicated on any invoice provided by the Supplier to the Client's failure of the Condision of the Client's failure of the Condision o
- - as indicated on any invoice provided by the Supplier of the Price as at the date of delivery of the Goods according to the Supplier's current price list; or the Supplier's quoted price (subject to clause 5.2) which will be valid for the perjoid stated in the quotation or otherwise for a seriod of thirty (30) days. Supplier reserves the right to change the Price: if a variation to the Goods which are to be supplied if a variation to the Goods which are to be supplied of a variation of the Services originally scheduled is requested; or if a variation to the Services originally scheduled is requested; or
- of the additional Services are required as a result of insufficient incorrect information being supplied by the Client or due to the discovery of hidden or underhitable difficulties (including but not limited to, poor weather conditions, availability of machinery, safety considerations, hidden faults, vehicle relocation) which are only discovered on commencement of the
- relocation, which are only discovered on commencement of the Services. Or (d) in the event of increases to the Supplier in the cost of labour or 10. materials (including but not limited to freight and insurance 10.1 Variatrages) which are beyond the Supplier's control of the Supplier's invoice. The Client shall be required to respond to any variation submitted by the Supplier within five (5) working of the Supplier's the Client shall be required to respond to any seriation submitted by the Supplier within five (5) working of the Supplier's the Client shall be required to respond to any seriation submitted by the Supplier within five (5) working of the Supplier's failure of the Constitution of all variations must be made in full at the time of their compiletion.

 At the Supplier's sole discretion a deposit may be required.

 It is supplier to the Supplier of the Condition of the Supplier of
- - ch may be:

 on delivery of the Goods/Senvices,
 by way of instalments/progress payments in accordance with
 the Supplier's payment schedule;
 thirty (30) days following the end of the month in which a
 statement is posted to the Client's address or address for
 - notices begind or any invoice or other form as being the talking property of the data payment; or a failing any notice to the contrary, the date which is fourteen (14) days following the date of any invoice given to the Client by the Supplier.

5.6

- and the state of any invoice given to the client by the Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Client and the Supplier. The Client shall not be entitled to set off against, or deduct from the Price, any sums gwed or claimed to be owned to the Client by the Supplier for to withhold payment of any invoice because part of that invoice is in dispute.
- Unjess otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any clim Unless often well and the Price dees not include CST. In addition Unless often well and must pay to the Supplier an amount equal to any GST the Supplier must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other agreement for the sade of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same bases as the Client pays the Price. In 0.5 applicable in addition to the Price except where they are expressly 10.6 included in the Price.

 Delivery of Goods.

 Delivery of Goods.

 Delivery of Goods in the Client in commanded carrier takes possession of the Client and the Client in commanded address even if the Client is 10.9 the Goods at the Supplier's nominated carrier) delivers the Goods to the Client's incominated address even if the Client is 10.9 the Supplier (or, the Supplier's nominated carrier) delivers the Goods to the Client's incominated address even if the Client is 10.9 the Supplier in Client is 10.9 the Supplier and the Supplier in Client is 10.9 the Supplier of the Client of the Client is 10.9 the Supplier of the Client of the Client is 10.9 the Supplier will not be liable for any loss or damage incurred by the Client as a result of delivery bring late. However both parties agree that they shall make every windeavour is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then the Supplier in Microrage.
- 6.2
- 6.3
- reasonable tee for recurrency arrans surveys.

 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods or or before Delivery and the Client must insure the Goods or or before Delivery or the Client of the Client, the Supplier is entitled to 11 perceive all insurance proceeds payable for the Goods The production of these terms and conditions by the Supplier is sufficient swithout the need for any person dealing with the Supplier to make thritter enquires. 7.2
- the control of the co
- Unique nucleur uncarror uncertaint such coops shall be left at the Client's sole 12.2 Where the Client is to supply the Supplier with any deap specifications (including, but not limited to CAD drawings) the Client shall be responsible for providing accurate data. The Supplier shall not be liable whatsoever for any errors in the Goods that are caused by incorrect or inaccurate data being supplied by the Client. In the Coops of the Coops are considered that the coops are considered to the coops are considered t
- required.

 Client acknowledges and accepts that:
 stainless steel is a textured material and can be of a prorus 12.5
 nature. The Client accepts that products made from this
 material can rust and mark easily. The Client accepts that care
 should be taken to maintain the finish of and longevity of 12.6
 stainless steel products;
 where an anodised surface finish has been selected light
 - stainless steel products; where an anodised surface finish has been selected, slight colour variation may occur between the main unit frame and any 12.7 installation trims used due to the difference in aluminium alloys

- available and manufacturing standards and tolerances shall not deemed to be a defect in the Goods; and it is the Clinians exponsibility to remove all personal/valuable items from the vehicle prior to the Supplier carning out their Services. The Europer shall not liable in the event of any apparent loss or damage to personal/valuable items left in the vehicle:
- (d)
- apparent loss or demage to personalivaluable items left in the vehicle;
 the Supplier is only responsible for parts that are replaced by the Supplier and that in the event that other parts/Goods, subsequently fail, the Client agrees to indemnify the Supplier Goods, or any part thereof flowsover anising, where the Client has left a vehicle with the Supplier for repair, restoration, or modification or for the Supplier to perform any 12.9 other Service in relation to the item, it shall be at the sole risk of the Client has left a vehicle with the Supplier for repair, restoration, or modification or for the Supplier for any, foss of the Client has performed to the sole risk of the Client has performed to the sole rest of the Client has performed to the sole repair to the Client has performed to the Supplier of the Client to ensure the vehicle is adequately insured, or at all (including but not limited to, the perils of accident, tire, thet and burgary and all other usual risks) whits stuped on the Supplier premises.

 Goods supplied may:

 Goods and may fade or change colour vertime. The Supplier will make every effort to match batches of product supplied in order to minimus such variations but shall not 12.10 be liable in any way whatsever where such variations.

- supplied in order to minimise such variations but shall not 12.10 be liable in any way whatsoever where such variations:

 (ii) expand, contract or distort as a result of exposure to heat, 13. and (iii) expand, contract or distort as a result of exposure to heat, 13. and (iii) mark or stain if exposed to certain substances, and (iv) be damaged or disfigured by impact or scratching. The Supplier spall not be liable for any defect, deterioration and/or 13.2 damage to the Goods of the Goods of the Supplier is ecommendations:

 (a) where Goods are stored off sile for extended periods of time as a result of any action/inaction by the Client.

 (c) resulting from incorrect use and/or installation of the Goods by the Client or any other time drainge.

 14. years of the Goods are stored off any other heat related process) has 14.1 gaussed distortion or any other time drainage.

 15. The Supplier or its employees may test drive or carry out tests on the vehicles at the Supplier or distained the Client Client. The Supplier will not be liable for (and the Client Interface) and the Client Client or or or or deliver the Vehicles she are normalized by the Client. The Supplier alianst by any damages caused to, or by, the vehicle during such tests, collecting or deliver or distained the Client Interfaces are alianst the Supplier or its employees.

 14.3 The Supplier and the Client agree that ownership of the Goods shall.
- not pass until:

 (a) the Client has paid the Supplier all amounts owing to the Supplier; and (b) the Client has paid the Supplier all amounts owing to the Supplier; and (c) the Client has met all of its other obligations to the Supplier. Receipt by the Supplier of any form on payment other than cash shall nonqued, cleared or recognised. It is further agreed that.

 (a) until ownership of the Goods pages 1.
- not be deemed to be payment until that form of payment has been 14.4 honoured, cleared or recognise. It is further agreed that the code is not recovered to the code of the co

- (h) the Supplier Tray unaturated of the Goods sold nowthinstanding that ownership of the Goods sold nowthinstanding that ownership of the Goods sold nowthinstanding that ownership of the Green's General Personal Properly Securities Act 2009 ("PPSA")
 In this clause financing statement, financing change statement by the PPSA of the Good of th
- - ire to:
 register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Persister:

- (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register.

 (ii) property Securities Register.

 (iii) property Securities Register.

 (iii) correct a defect in a statement referred to in clause 16.3 (iii) correct a defect in a statement referred to in clause 16.3 (iii) correct a defect in a statement referred to in clause 16.3 (iii) correct a defect in registering a financing statement of the expenses incurred in registering a financing statement or interesting statement or interesting any Goods changed thereby.

 (c) not register a financing change statement in respect of a security interest without the prior written consent of the Supplier (of not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in flagour change statement in relation to the Goods in flagour change statement in relation to the Goods in flagour change statement in the Goods in flagour change in the nature of proceeds derived from such sales. The Supplier and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by those 916.66 (in the PPSA do not apply to the security agreement created by those 916.66).
- terms and conditions.

 The Client valves their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

 The Client valves their inplies as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

 The Client valves are accepted in the valves of the PPSA.
- sections 142 and 143 of the PPSA.

 Unless otherwise agreed to in writing by the Supplier, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.

 The Client must unconditionally ratify any actions taken by the Supplier under dauses 10.3 to 10.5.

 Subject to any express provisions to the contrary (including those contained in this clause 10) onling in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- Intended to have the effect of contracting out of any of the provisions of the PPSA.

 Security and Charge
 In consideration of the Supplier agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any fell received for the security of the secu
- Defects, Warranties and Returns, Competition and Consumer Tar Client own inspect the Goods on delivery and must within 16.9 fourteen [14], days of delivery northy the Supplier in writing of any evident defect/damage, shortage in quantity, or failure to comply defect in the Goods as son as reasonably possible after any such defect in the Goods as son as reasonably possible after any such the Supplier to inspect the Goods. In the Clean of the Cl
- Guarantees.

 Guarantees which was a support of the Non-Excluded Except as expressly set out in these terms and conditions respect of the Non-Excluded Guarantees. The Supplier makes no respect to the Non-Excluded Guarantees in the Supplier makes and the Non-Excluded Guarantees. The Supplier makes no conditions including but not limited to the quality or suitability of the Goods. The Supplier's liability in respect of these warranties is limited to the full-sist extent permitted by law. If the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule 2.
- Schedule Z.
 If the Supplier is required to replace the Goods under this clause or the CCA, but is unable to do so, the Supplier may refund any money 18.2. the Client has paid for the Goods.

 If the Client is not a consumer within the meaning of the CCA, the Supplier's liability for any defect or damage in the Goods is:

- Imited to the value of any express warranty or warranty card 19, provided to the Client by the Supplier at the Supplier's card 19, provided to the Client by the Supplier at the Supplier's cost 19,1 imited to any warranty to which the Supplier did not manufacture the Goods, otherwise negated absolutely, receipt this claims of 17 returns will not be accorded recruided that

- Unsuceport,

 Dimited to any warranty to which the Supplier is entitled, if the Supplier oid not manufacture the Goods;
 Otherwise negated absolute will only be accepted provided that:

 (a) the Client has compiled with the provisions of dause 12.1; and (b) the Supplier has agreed that the Goods are defective, and (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and (d) the Goods are returned in as globe a condition to that in which was the Goods are returned in as globe a condition to that in which Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, the Supplier shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

 (a) the Client failing to properly maintain or store any Goods. (b) the Client using the Goods for any purpose other than that for client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably crudent operator or user.

 (d) the Client Tennituning the use of any Goods after any defect became apparent or should have become apparent to a reasonably crudent operator or user.

 (d) the Client Tennituning the use of any Goods after any defect became apparent or should have become apparent to a reasonably crudent operator or user.

 (d) the Client Tennituning the use of any Goods after any defect became apparent or should have become apparent to a reasonably crudent operator or user.

 (e) fit were after any accident, or act of God.

 Notwithstanding anything contained in this clause if the Supplier will only accept a return on the conditions imposed by that law.

 Intellectual Property

 Where the Supplier will any designs and drawings and documents shall remain the property of the Supplier will only accept a return of the supplier will only accept a return of the supplier will not cause the Supplier to Intringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnity the Supp
- Client's office and the Client agrees to indemnify the Supplier against 2U.3 any action laken by a third party against the Supplier in respect of any such infringement.

 Default and Consequences of Default interest on overdue invoices shall accure daily from the date when payment becomes due, until the date of payment, at a rate of two against the date of the payment and the consequences of Default interest on overdue invoices shall accure daily from the date when payment becomes due, until the date of payment, at a rate of two against a payment becomes due, until the date of payment at a rate of two accuracy of the date of the date of the date of the supplier such accuracy and the supplier any money the Client shall indemnify the Supplier in recyvering the debt (including but not limited to by the Supplier in recyvering the debt (including but not limited to by the Supplier in recyvering the debt (including but not limited to by the Supplier in recyvering the debt (including but not limited to by the Supplier in recyvering the debt (including but not limited to by the Supplier in recyvering the debt (including but not limited to by the Supplier in recyvering the debt (including but not limited to by the Supplier in recyvering the debt (including but not limited by basis, the Supplier's contract default fee, and bank dishnour frees). Further to any other nights or remedies the Supplier may have under this contract. If a Client has made payment to the Supplier and the supplier and the supplier and the supplier and the contract. Without prejudice to the Supplier shall be liable for the Supplier shall be liable for the Supplier shall be entitled to gangel all or any part of any order of the Supplier shall be entitled to gangel and orange and all amounts owns of the Supplier shall whether or not due of all amounts owns of any money payable to the Supplier becomes overdue, or in the Supplier's golphier shall be indeed to applied to the Supplier shall be make a payment whether or not due to the supplier shall be make

- When it can be used to be considered any application of the Client has exceeded any application of the Supplier; the Client becomes insolvent, convenes a meeting with its client becomes insolvent on an arrangement with the client of the benefit of its
- creditors or proposes or enlers into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- of the Client.

 Cancellation
 Without prejudice to any other remedies the Supplier may have, if any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Supplier may suspend or terminate the supply of Goods to the Client. The Client surface shall be also be the Client for any loss or damage the Client surface because the Supplier has exercised as nights under this clause.
- Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier has exercised its rights under The Supplier may cancel any contract to which these terms and 21.2 conditions apply or cancel delivery of Goods at any time before Goods are delivered by giving written notice to the Client. On giving such notice the Supplier shall repay to the Client any more yaid by the Client for the Goods. The Supplier shall not be liable for any loss of the Client for the Goods. The Supplier shall not be liable for any loss of the Client and the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by 21.3 the Supplier as a direct result of the cancellation (including, but not imitted to, any loss of profits). Privacy Act 1986 for the Supplier as direct settlement of the Client form of Client State Client Containing personal credit information (e.g., name, address, D.O.B. occupation, previous credit applications, credit history) about the Client in relation to credit provided by the 21.5 Supplier.

- tends in the about the Client in relation to credit provided by the 21.5 supplier.

 The Client agrees that the Supplier may exchange information about the Client in relation to credit provides and with related body corporates for the following purposes:

 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:

 (b) to notify other credit providers of a default by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the 22 status of this credit account, where the Client is in default with 2.2 the Client agrees that the credit providers of the Client is consumer credit report to collect overdue payment on commercial credit. The Client agrees that personal credit information prosumer credit report to collect overdue payment on commercial credit. The Client agrees that personal credit information prosumer credit personal credit information providers agreed purposes or reduced by:

 (a) the provision of Goods, and/or (b) analysing, verifying and/or checking the Client's credit, payment and or credit payment and or credit facilities required by:

 (b) analysing, verifying and/or checking the Client's credit, payment and/or credit facilities required by:

 (c) graphing the collection of amounts outstanding in relation to the The Social processes.

- Goods, especially and the Client to a CRB for the espiritum of the CRB for the compiler may give information about the Client to a CRB for the supplier may give information and the CRB for the CRB f
- (h)
- To or more than one hundred and thy collars is 1901.

 The Client shall have the night to request (by e-mail) from the Supplier:

 (a) a copy of the information about the Client retained by the Supplier and the night to request that the Supplier correct any 22.4 (b) that the Supplier does not consider that the Supplier correct any 22.4 (b) that the Supplier does not disclose any personal information about the Client for the purpose of direct marketing.

 The Supplier will destroy personal information upon the Client's request (by e-mail or if it is no longer required unless it is required in order to fulfill the obligations of this agreement or is required to be maintained and/or store in accordance with the contacting the Supplier 22 of the complaint with seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the complaint within thirty (30) days of receipt and the Client agree to keep confidential the contacting but not intend to the contacting of the contacting the contacting the contacting of the contacting the contacting the contacting of the contacting the contacting of the contacting the contacting the contacting of the contacting the contacting the contacting of the contacting the co

- (b) by leaving it at the address of the offier party as stated in this 23. contract;
 (c) by sending it by registered post to the address of the other party as stated in this contract.

 (d) as settled in this contract fire the contract of the contract of the contract of the contract of the transmission;
 (e) if sent by email to the other party's last known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

- Trusts
 If the Client at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust ["Trust"] then whether or not the Supplier may have notice of the Trust, the Client covenants with the Supplier as follows:
 (a) the contract extends to all nights of indemnity which the Client now or subsequently may have against the Trust and the trust fund.
- (a) the Comitation execution are many and the first and the trust and the trust and the client has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust und. The Client will not release the fight of indemnity or commit any breach of flust of the client will not release the first of any other action which might brejudice that right of indemnity to any other action which might brejudice that right of indemnity. (c) the Client will not without consent in writing of the Supplier (the Supplier will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events;
 (i) the removal, replacement or referement of the Client as (ii) any alteration to or variation of the terms of the Trust;
 (ii) any advancement or distribution of capital of the Trust;
 (ii) any advancement or distribution of capital of the Trust;
 (iv) any resettlement of the trust property.

- (iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property. The analyse by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision, and conditions shall not be affected as a waiver shall be invalid, viol, liegal or unenforceable the validity, existence, legality, and rejudiced of impaired. The subsequently enforce that the subsequently enforce that the subsequently enforces the subsequently enforces the subsequently enforces that the subsequently enforces that the subsequently enforces the subsequently enforces that the subsequently enforces the subsequently enforces the subsequently enforces that the subsequently enforces the subsequently enforces that th
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- inding and valid legal obligations on them.
 Additional Terms & Conditions Applicable Labour Hire Only
- binding and valid legal obligations on them.

 Additional Term's & Conditions Applicable Labour Hire Only

 Services.

 Additional Term's & Conditions Applicable Labour Hire Only

 Services.

 (a) use its best endeavours to provide suitably qualified Candidates
 to undertake work duties in compliance with the Client's
 requirements; and

 (b) make the payment of all amounts due to the Candidate under
 the terms of any relevant industrial instrument or contract, and

 (c) initiated to any leaves in the contract of the contract of any ender in the contract of any ender of the contract of the contract of any ender of the contract of any other statutory taxes, superannuation

 (d) deduct the requisite amounts of income tax, fringle benefits tax,
 asy not lax and all other applicable deductions as required by Australian law; and

 (d) maintain workers compensation insurance for all Candidates,
 except where state laws specify otherwise.

 The Supplier's quotation statis specify of the contract of the commencement and termination dates of the Services,
 unless agreed upon prior to the commencement of the same;

 (d) the location where Services shall be performed;

 (e) the location where Services shall be performed;

 (f) the location where Services shall be performed;

 (g) the Pice payable by the Client for the Services, specific site or

- unless agreed upon Jan and an analysis of the classification where Services shall be performed;
 (e) the Price payable by the Client for the Services. The Supplier must be advised by the Client of any specific site or project allowances which may be applicable. All such allowances including, but not limited to, reflex fixed or total allowances shall be on-charged to the Client accordingly. Unless otherwise specified the Client acknowledges that only lunch breaks shall be deducted from total hours charged by the Supplier to
- as stall not deducted into float charge by the soppher to Cupiert acknowledges and agrees that the Client's obligations to Supplier for the supply of Services shall not cease until: the Client has paid the Supplier all amounts owing for the particular Services; and the Client has met all other obligations due by the Client to the Supplier in respect of all contracts between the Supplier and the Client.

- (a) the Client has paid the Supplier all amounts owing for the particular Services; and (b) the Client has paid the particular Services; and (c) the Client has particular Services; and (c) the Client has respect of all contracts between the Supplier and the Supplier in respect of all contracts between the Supplier and the Supplier in respect of all contracts between the Supplier and the Supplier and the Client's Responsibilities / Agreements

 The Client are services that they shall supply to the Supplier (on the day specified by the Supplier) a duty authorised timesheet to enable the Street of the Supplier and the Supplier (on the day specified by the Supplier) and the Supplier (on the day specified by the Supplier) and the Supplier (on the day supervision of Candidates with appropriate information, supervision provide Candidates with appropriate information, supervision in the Supplier (on the Candidates with writh place specific and job specific induction if necessary. This induction is to be completed before the Candidate commences work with the Client and Specific requirements of the job winto the Candidate will be required to undertake and.

 (a) maintains the Candidate with the Supplier (on the Candidate will be required to undertake and.

 (b) provide Safe working conditions and to comply with all statutory and other obligations that are applicable pursuant to Australian (or the Safe working conditions and to comply with all statutory and other obligations that are applicable pursuant to Australian (or the Safe working conditions and to comply with all statutory and other obligations that are applicable pursuant to Australian (or effect and maintain insurance dover in respect of any dator or mission in respect of any dator or missi

- Contractions over a particular provient in attaint a speticity of the contract of supplier. The priest agrees not to employ, contract, subcontract or utilise in any ways in a protype or past employee or better than through the Supplier (other than through the Supplier) for a period of no less than twelve (12) months after that employees I sate employment with the Supplier. The Client agrees that if clause 23.1 is contravened the Supplier will be able to invoice the Client at its current hourly rate the hours that the employee has been employed, contracted, subcontracted or utilised in any way by the Client and agrees to pay said invoice in accordance with the standard payment terms contained in this contract.