

**AUSTRALIAN GRAPHIC SERVICING PTY LTD  
SALE OF GOODS & SERVICES TERMS AND CONDITIONS**

**1. DEFINITIONS**

**AGS** means Australian Graphic Servicing Pty Ltd (ACN 084 380 307) of 38 Geddes Street, Mulgrave VIC 3170.

**Conditions** means these Sale of Goods & Services Terms and Conditions.

**Contract** means an order by the Customer for the supply of Goods & Services by AGS to the Customer that is accepted by AGS.

**Customer** means any person, firm, corporation or entity who purchases, orders or acquires Goods & Services from AGS or is otherwise described as "the Customer" in a credit application submitted to AGS seeking to acquire, or who acquires, Goods & Services from AGS. If there is more than one, these Conditions bind them jointly and each of them severally.

**Guarantors** means those persons named as guarantor in the credit application executed by the Customer and **Guarantor** means any one of them.

**Goods** means all goods, Parts, products and equipment supplied or to be supplied by AGS to the Customer.

**Goods & Services** means all Goods and/or Services, as the case may be.

**GST** means Goods and Services Tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time).

**Inspection Checklist** means an equipment site inspection checklist between AGS and the Customer.

**Normal Business Hours** means 8:00am to 4:30pm, Monday to Friday (excluding public holidays).

**Parts** means parts and components of equipment supplied by AGS to the Customer.

**PMA** means a Preventative Maintenance Agreement between AGS and the Customer.

**CMA** means a Comprehensive Maintenance Agreement between AGS and the Customer.

**PPSA** means the *Personal Property Securities Act 2009* (Cth) as amended from time to time.

**Privacy Policy** means the AGS privacy policy as amended from time to time.

**Quote** means the most recent unexpired quotation issued by AGS to the Customer to which the Customer's order relates.

**Services** means the services provided or to be provided by AGS to the Customer.

**Special Buy In** means any good, item, part, stock, equipment or part thereof that is not stocked by AGS and that is ordered by AGS from a third party to satisfy AGS's obligations under a Contract.

**2. GENERAL**

2.1. These Conditions are binding on the Customer with respect to all Goods & Services ordered by it, Goods & Services supplied or agreed to be supplied by AGS, the provision of credit by AGS in relation to such Goods & Services and each Contract.

**3. QUOTATION AND OFFER OF GOODS & SERVICES FOR SALE**

3.1. Any Quote provided by AGS to the Customer in respect of the proposed supply of Goods & Services is deemed to be only an invitation to the Customer to place an order based upon that Quote and shall not constitute an offer by AGS to the Customer.

3.2. Placing an order based upon a Quote provided by AGS is deemed to be an offer by the Customer to AGS to purchase the Goods & Services in accordance with that Quote.

3.3. Orders made by the Customer for the supply of Goods & Services are subject to these Conditions and any terms in a PMA, Inspection Checklist and Quote related to that order.

3.4. AGS may only accept an order by:  
(a) notifying the Purchaser in writing of the acceptance; or  
(b) supplying the Goods & Services to the Customer.

3.5. AGS may vary or cancel a Quote at any time before AGS accepts an order placed by the Customer in respect of that Quote. If AGS cancels or varies a Quote after receipt (but not acceptance) of an order from a Customer, the order will be treated as not being accepted. The order must be confirmed in writing by the Customer, or a new order must be placed by the Customer, after receipt of a new Quote, before it can be accepted by AGS.

3.6. Unless otherwise agreed in writing, AGS may obtain Goods & Services or any part thereof from a third party or any factory or works in AGS's organisation, including any subsidiary or affiliate of AGS, to satisfy a Contract.

3.7. If the Customer requires a quantity of Goods & Services which varies from the quantity referred to in the Quote, AGS may vary the price in that Quote.

**4. PAYMENT AND PRICING**

4.1. The price for Goods & Services under a Contract is the price written on the Quote for that Contract.

4.2. The Customer must pay the price for the Goods & Services and any other amounts owing to AGS:  
(a) within 30 days after the end of the month in which the invoice for those amounts is dated, or at such other time as agreed in writing by the parties;  
(b) by depositing funds into the bank account nominated by AGS, or in such other method as is agreed by AGS; and  
(c) without set-off or deduction.

4.3. If the Customer elects to have the Goods delivered (as opposed to picking up the Goods from AGS), AGS will provide a quote for

freight and delivery expenses, which must be accepted by the Customer before AGS will action the delivery. The Customer must pay the delivery and freight expenses incurred by AGS, in addition to the price for the Goods & Services.

- 4.4. It is AGS's usual practice to specify any GST payable in a quote. However, if for any reason, the GST is not specified in a quote, the GST is excluded and will be payable in addition to the price for the supply of Goods & Services. Similarly, prices exclude any other taxes, duties or imposts imposed on or in relation to the Goods & Services in Australia or overseas. If the whole or any part of any such amount is the consideration for a taxable supply for which AGS is liable to pay GST, AGS may charge the Customer, and the Customer must pay AGS, concurrently with the payment of that amount, an additional amount equal to the GST payable in respect of the taxable supply calculated on the basis that the value of the taxable supply is the amount payable for the taxable supply excluding any GST.
- 4.5. All prices and amounts payable under these Conditions must be paid in Australian Dollars (AUD) unless otherwise agreed.

#### 5. SPECIFICATIONS AND DRAWINGS

- 5.1. AGS will rely entirely on the Customer's specifications in providing all descriptive and shipping/packing specifications, drawings, dimensions and weights to the Customer in relation to any Quote.
- 5.2. The Customer must pay the cost of any alteration to Goods & Services that is required due to:
- any discrepancy, error or omission in any drawing, specification or other information supplied or approved by the Customer; or
  - any act or omission by the Customer.

AGS will provide a quote for the cost of such alterations for approval by the Customer, prior to proceeding with the alterations.

- 5.3. If the Customer wishes to use the Goods & Services for a particular purpose, the Customer must notify AGS of that purpose in writing. AGS will use reasonable endeavours to recommend an appropriate Good or Service for the particular purpose, but it is the Customer responsibility to conduct testing to ensure that the Goods or Services are fit for the particular purpose and, to the maximum extent permitted at law, AGS will not be responsible for any loss suffered by the Customer, if the Goods & Services are not fit for the particular purpose.

#### 6. STORAGE

- 6.1. AGS may, at its discretion, store Goods supplied by AGS to the Customer at AGS's warehouse (**Goods Stored**) at no cost to the Customer for a period of not more than 3 months after the date of the invoice that relates to those goods (**Storage Period**), if requested by the Customer.
- 6.2. If the Customer does not collect the Goods Stored by the end of the Storage Period, AGS may, after not less than 30 days' written notice to the Customer, charge the Customer the reasonable storage and holding fees specified in the notice for storing the Goods Stored for the period from the end of the Storage Period

until they are collected or dispatched from AGS's warehouse, and the Customer must pay such costs to AGS within 30 days after AGS gives the Customer an invoice for such fees.

- 6.3. Goods Stored are stored at the Customer's risk and the Customer must insure against any loss or damage to the Goods Stored. AGS has no responsibility to insure the Goods Stored. To the extent permitted by law, AGS is not liable for any loss or damage, including any indirect or consequential losses, arising directly or indirectly out of or in relation to AGS storing the Goods Stored.

#### 7. PACKAGING

- 7.1. Unless otherwise agreed by AGS and the Customer in writing, AGS will use best endeavours to safely bundle, package and deliver the Goods Stored and the Customer releases and forever discharges AGS from any liability or claim arising out of such bundling, packaging or delivery by AGS, except where loss or damage to the Goods is caused directly by the negligent acts or omissions of AGS.

#### 8. DELAY IN SUPPLY

- 8.1. Any date for supply or delivery of Goods & Services by AGS specified in a Contract is an estimate only.
- 8.2. AGS will use commercially reasonable efforts to supply the Goods & Services to the Customer in a timely manner and by the date specified in a Contract that relates to those Goods & Services.
- 8.3. AGS assumes no liability for, and the Customer releases and indemnifies AGS against, any claim made directly or indirectly in connection with any delay in supply of Goods & Services except where that delay is caused directly to the negligent acts or omission of AGS, its officers, employees, agents or contractors.

#### 9. CANCELLATION AND VARIATION

- 9.1. The Customer must not cancel or vary a Contract without the prior written consent of AGS. If the Customer purports to cancel or vary any Contract, such attempt may, at the election of AGS, be treated as repudiation of that Contract and the Customer must pay to AGS all loss, damage and expense directly or indirectly incurred by AGS as a result of the repudiation.
- 9.2. If AGS agrees to cancel or vary a Contract in accordance with clause 9.1, then, unless otherwise agreed in writing by AGS, the Customer must pay to AGS a variation/cancellation fee equal to the reasonable costs incurred by AGS prior to the cancellation or as a consequence of the variation (as the case may be).

#### 10. PERSONAL PROPERTY SECURITIES ACT 2009 (CTH) ('PPSA')

- 10.1. The terms 'security interest' and 'purchase money security interest' have the same meaning as is given to these terms by the PPSA.
- 10.2. Title in Goods does not pass to the Customer until the Customer has paid AGS in full for those Goods supplied.
- 10.3. The Customer acknowledges that these Conditions constitute a security agreement for the purpose of the PPSA.

- 10.4. The Customer grants AGS a security interest in all Goods supplied, or to be supplied, by AGS to the Customer and any proceeds from the sale of those Goods by the Customer.
- 10.5. The Customer acknowledges that the security interest over Goods and their proceeds arising under this clause 10 may be a 'purchase money security interest' (**PMSI**) to the extent that it secures payment of the amounts owing in relation to the Goods.
- 10.6. The Customer acknowledges and agrees that the security interest of AGS in the Goods:
- secures all moneys owing by the Customer to the AGS under these Conditions or otherwise;
  - will continue until all obligations owing to AGS have been discharged in full, at which time AGS will discharge the financing statement; and
  - is a continuing and subsisting interest with priority over any registered or unregistered general (or other) security interest and any unsecured creditor.
- 10.7. The Customer will do everything reasonably required of it by AGS to enable AGS to register its security interest(s) with the priority AGS requires and to maintain those registrations including without limitation:
- signing any documents and/or providing any information which AGS may reasonably require to register a financing statement or a financing change statement in relation to a security interest(s); or
  - to correct a defect in a financing statement.
- 10.8. The security interest(s) arising under this clause 10 may be perfected by AGS prior to the Customer obtaining possession on delivery of the Goods and the parties confirm they have not agreed that any security interest arising under this clause 10 attaches at any later time.
- 10.9. Any time the Customer makes a payment to AGS, irrespective of whether the payment is made under or in connection with these Conditions, AGS may apply that payment:
- to satisfy an obligation that is not secured;
  - to satisfy an obligation that is secured, but not by a PMSI;
  - to satisfy an obligation that is secured by a PMSI for that obligation and using proceeds from the sale of the collateral subject to that PMSI;
  - to satisfy an obligation that is secured by a PMSI using funds or proceeds from any source; or
  - despite the foregoing, in any manner AGS sees fit.
- 10.10. AGS does not need to give the Customer any notice under the PPSA (including notice of a financing statement or verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.
- 10.11. If Chapter 4 of the PPSA would otherwise apply to the enforcement of the security interests created under these Conditions, the Customer agrees that sections 95, 96, 121(4), 125, 130, 132(3)(d), 132(4), 135 and 142 and 157(1) of the PPSA do not apply to the enforcement of those security interests.
- 10.12. The Customer agrees not to disclose to an 'interested person' (as defined in section 275(9) of the PPSA) or any other person, any information of the kind described in section 275(1) of the PPSA including without limitation the security agreement between the Customer and AGS.
- 10.13. The Customer will notify AGS immediately in writing if the Customer changes its name and address for service, contact details or if there are any changes to data required to register a financing statement under the PPSA in respect of these Conditions or the supply of Goods & Services.
- 10.14. The Customer agrees to keep and maintain all Goods free of any charge, lien, or security interest except as created under these Conditions and not otherwise deal with Goods in a way that will, or may, prejudice the rights of AGS under the Conditions or the PPSA.
- 10.15. If the Customer is in default of its obligations under these Conditions and has not remedied the default despite being given reasonable written notice to do so or if for any reason, AGS has a right pursuant to these Conditions or at law to terminate the these Conditions, the Customer irrevocably grants to AGS the right to enter its premises or any premises or property of the Customer without notice during business hours (using reasonable endeavours not to unduly disrupt the Customer's business operations), and without being in anyway liable to the Customer or any other person, if AGS has cause to exercise any of its rights under these Conditions or under the PPSA (and in particular section 123) and the Customer agrees to indemnify AGS against any such liability, except to the extent of any loss or damage caused directly by the negligent or wilful acts or omissions of AGS.
11. **DEFAULT**
- 11.1. If any of the following occur, it will be an **Event of Default**:
- the Customer or Guarantor fail to pay any amount payable to AGS by the due date or in any other way breach these Conditions and after receiving a notice (**Breach Notice**) from AGS setting out the details of the breach, what AGS requires the Customer or do to remedy the breach and that the breach must be remedied within a reasonable period specified in the notice (which need not be more than 30 days), the Customer or Guarantor do not remedy the breach within the period specified in the Breach Notice;
  - ;
  - the Customer or Guarantor is dissolved, wound up or placed into liquidation or an order is made by a court or a resolution is passed that the Customer is to be dissolved, wound up or placed into liquidation;
  - A liquidator, provisional liquidator, controller, administrator or trustee in bankruptcy is appointed in respect of the Customer or Guarantor or any asset of the Customer or Guarantor;
  - the Customer or Guarantor proposes to or enters into a compromise, scheme of arrangement or deed of company arrangement with any of its creditors;

- (f) the Customer or Guarantor commits an act of bankruptcy, dies or becomes of unsound mind;
- (g) The Customer or Guarantor takes any steps to obtain, or is granted, protection from its creditors under any applicable legislation;
- (h) the Customer or Guarantor is insolvent under section 95A of the *Corporations Act 2001* (Cth);
- (i) the Customer or Guarantor is taken to have failed to comply with a statutory demand;
- (j) in the opinion of AGS, any event occurs which is likely to adversely affect the Customer or Guarantor's ability to pay any amount payable to AGS; or
- (k) any Guarantor withdraws its guarantee or becomes insolvent or bankrupt.
- 11.2. If an Event of Default occurs, then all money which would become payable by the Customer to AGS at a later date on any account, becomes immediately due and payable and AGS may:
- charge the Customer interest on any sum due to AGS at the rate equal to rate specified pursuant to the *Penalty Interest Rates Act 1983* (Vic) per annum for the period from the date payment was due until the date of payment in full;
  - engage an agent to commence debt recovery proceedings;
  - enforce the security interest described in clause 10;
  - terminate any Contract relating to Goods & Services;
  - decline to deliver the Goods & Services or any balance of the Goods & Services due under a Contract;
  - stop the delivery of any Goods in transit;
  - otherwise cease to perform any of its obligations to the Customer under a Contract;
  - recover from the Customer all costs incurred in performing its obligations under any incomplete Contract, including without limitation the contract price of all Goods & Services ordered by AGS from third party suppliers to perform its obligations under a Contract, transport and freight expenses, insurance, handling, storage and other expenses incurred by AGS; and
  - with or without possession, for Goods that have not been paid for in full, sell those Goods by public auction or private sale in any manner and apply the proceeds, after deduction of expenses and enforcement costs, in or towards reduction of all moneys due and owing by the Customer to AGS.
- 11.3. If any Event of Default occurs, and AGS provides written notice to the Customer to do so, the Customer must immediately return to AGS all Goods that have not been paid for in full, at the Customer's expense.
- 11.4. The Customer indemnifies AGS from and against, and must pay to AGS on demand the amount of, all costs and disbursements reasonably incurred by AGS in recovering any amounts due and payable to AGS including but not limited to reasonable internal administration fees, reasonable legal costs on a solicitor and own client basis, AGS's collection agency costs and bank dishonour fees.
- 11.5. If any Event of Default occurs, neither the Customer nor any liquidator, administrator, receiver, controller or any other third party acting on behalf of either or both of the Customer and its creditors is entitled, whether it is in possession or not, to sell, charge, remove, dispose of, use or otherwise deal with the Goods in any way inconsistent with AGS's ownership of the Goods, without AGS's prior written approval.
12. **LIABILITY**
- 12.1. Nothing in this clause 12 operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy or the imposition of any liability, implied or conferred under the Australian Consumer Law or any other statute, the exclusion, restriction or modification of which would:
- contravene that statute; or
  - cause any terms of these Conditions to be void
- (Non-excludable Obligations).**
- 12.2. The maximum liability of AGS to the Customer arising under or in connection with Goods & Services or these Conditions, (except in connection with Goods or Services of a kind ordinarily acquired for personal, domestic or household use or consumption, in respect of which the AGS's liability is not so limited under these Conditions) in no case exceeds one or more of the following at the election of AGS:
- in the case of Goods, repairing or replacing the Goods or supplying equivalent Goods, or payment of the cost of replacing or repairing the Goods or the costs of acquiring equivalent Goods; and
  - in the case of Services, supplying the Services again or payment of the costs having the Services supplied again.
- 12.3. Except in relation to Non-excludable Obligations, in no event will AGS be liable to the Customer (including without limitation in negligence) under or in connection with the supply of Goods & Services or these Conditions for any loss of revenue, goodwill or profit or any direct indirect consequential loss or damage, cost or expense, including loss or damage suffered by the Customer as a result of:
- the Customer suffering delay or downtime in its own production;
  - the Customer not providing goods or services to its own customers with an agreed time;
  - the Customer's production quality;
  - stock outages or wastage;
  - increased production costs or lost revenue;
  - transport or power usage; or
  - loss of customers.
- 12.4. Subject to any express written warranty given by AGS, and except in relation to Non-excludable Obligations, all warranties, conditions and representations, whether express or implied and

whether in writing or oral, are expressly negated and do not form part of these Conditions, a Quote, Contract, PMA or Inspection Checklist.

### 13. WARRANTY

13.1. Any claim by the Customer relating to any delivery of Goods or performance of Services that is in some way defective, or not in accordance with the applicable order placed by the Customer, must be made in writing and received by AGS within 7 days after supply of those Goods & Services. Unless such claim is received by AGS within the specified period, the Customer is deemed to have accepted the provision of the Goods & Services.

13.2. If the Customer notifies AGS that the delivery of Goods & Services is defective in accordance with clause 13.1, AGS or an AGS representative will use its best endeavours to rectify the defect in delivery within a reasonable time, at AGS's expense.

13.3. In addition to the Non-Excludable Obligations, AGS warrants that the Goods & Services will be free from defects in materials and workmanship for the following time period that applies to that Good or Service (**Warranty Period**):

- (a) in the case of Services, within 30 days from the date of supply of the Services;
- (b) in the case of Parts, within 90 days from the date of supply of the Parts; or
- (c) in the case of all other Goods except for Parts, as specified in the Quote related to those Goods. If nothing is specified, there is no warranty in addition to the Non-excludable Obligations.

13.4. In order to make a claim under this warranty, the Customer must:

- (a) notify AGS within the Warranty Period of any Goods & Services that the Customer believes may contain a defect;
- (b) provide any information requested by AGS in relation to the Goods & Services; and
- (c) upon AGS's request, allow AGS or an authorised AGS representative to access the premises where the Goods, or goods to which Services relate, are stored to inspect the Goods.

13.5. The Customer must notify AGS of the Goods & Services it believes contains a defect by sending claims to:

Australian Graphic Servicing Pty Ltd  
38 Geddes Street,  
Mulgrave VIC 3170  
sales@agsservice.com.au

13.6. AGS will attend the location where the Goods were delivered or the Services were performed and conduct testing to determine whether notified Goods or Services have a defect. Goods & Services will be considered free from defects if they are manufactured or supplied to and in accordance with any specifications provided by the Customer. If AGS determines (acting reasonably) that Goods & Services do contain a defect, AGS will:

- (a) in the case of Services, rectify the defects in the Services during Normal Business Hours;
- (b) in the case of Parts, repair the Parts during Normal Business Hours; or
- (c) in the case of Goods except for Parts, perform the obligations as stated in the Quote relating to those Goods.

13.7. If AGS is unable to repair the Goods, AGS will replace the Goods, or, if it is unable to replace the Goods, AGS will refund the price paid for the Goods by the Customer.

13.8. If the Goods are located, or the Services were provided, outside the Melbourne Metro area (that area to be determined by AGS at its reasonable discretion), AGS will provide a quote for, and if accepted by the Customer in writing, the Customer must pay, the reasonable travel and lodging expenses incurred by AGS or the AGS representatives due to AGS or the AGS representative complying with its obligations under either or both of clause 13.2 or 13.6.

13.9. AGS may, in its absolute discretion, accept the return of non-defective Goods from the Customer. If AGS does accept return of such Goods, upon request by AGS the Customer must pay the costs, expenses, loss and damage suffered or incurred by AGS as a consequence of the return, up to 25% of the invoiced value of the returned Goods, plus any freight costs incurred by AGS.

13.10. Subject to any Non-excludable Obligations that may apply, AGS will not accept the return of, or provide a refund for, any Special Buy In.

13.11. AGS's obligations under this clause 13 do not apply to:

- (a) normal wear and tear to the Goods or to goods to which Services relate;
- (b) Goods that have been abused, improperly stored, or misused by any person, or repaired by any person other than AGS, after delivery;
- (c) Goods or goods to which Services relate that have been altered or modified by someone other than AGS;
- (d) Goods that have been damaged by lightning or electrical surges;
- (e) any damage or loss directly or indirectly caused by:
  - (i) any act or omission of a person other than AGS; or
  - (ii) the Customer not complying with any maintenance or installation requirements or specifications provided to the Customer by either or both of AGS or the manufacturer of the Equipment;
- (f) Goods or goods to which Services relate that are not satisfactorily maintained, installed, serviced and cleaned, and/or where the Customer did not follow the maintenance schedule or instructions provided by AGS;
- (g) any indirect, special or consequential loss or damage arising directly or indirectly out of or in connection with the use or performance of the Goods or goods to which Services relate or other damage with respect to any

economic loss, loss of property, loss of revenue or profit, loss of enjoyment or use, cost of removal, installation or other consequential damage of any nature; or

- (h) Goods & Services that have not been paid for in full by the Customer.
- 13.12. All warranties and conditions, other than those expressly set out herein, whether statutory or otherwise as to Goods & Services are hereby excluded to the maximum extent permitted by law.
- 13.13. Any warranty under this clause 13 is non-transferable and only applies to the original purchase by the Customer of a new Good.
- 13.14. If AGS is required to perform its obligations under clause 13.6, such performance will not constitute a new supply of Goods & Services or give rise to the start of a new Warranty Period. For the avoidance of doubt, this clause is not intended to affect any Non-Excludable Obligations.
- 13.15. **If the Customer is a consumer as defined in the *Competition and Consumer Act 2010 (Cth)*:**
- (a) **the following statement applies, as required by that Act: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure; and**
- (b) **the benefits provided by the warranty in this clause 13 are in addition to other rights and remedies available to the Customer under that Act and similar legislation.**
14. **VARIATION, INCONSISTENCIES AND ENTIRE AGREEMENT**
- 14.1. Either or both of the PMA and Inspection Checklist will apply to the supply of Goods & Services if the Quote related to that supply specifies that they apply.
- 14.2. In the event and to the extent of any inconsistency between two or more documents that govern the Contract, those documents will be interpreted in the following order of priority:
- (a) PMA;
- (b) Inspection Checklist;
- (c) Quote; and
- (d) these Conditions.
- (collectively referred to as the **Sales Documents**)
- For example, the terms in a PMA will prevail over all other documents and the terms in a Quote will prevail over only these Conditions.
- 14.3. To the extent permitted by law, the Sales Documents comprise the entire agreement between AGS and the Customer and apply to the exclusion of all other documents, whether issued before or after the date of the Sales Documents (including without limitation the Customer's terms and conditions of trade, invoices and order forms).

14.4. The Sales Documents cannot be varied except by written agreement signed by both parties.

15. **PRIVACY AND CREDIT**

- 15.1. The Customer and the Guarantors acknowledge that AGS requires the personal information requested on the Credit Application Form for primary purposes of, or incidental to:
- (a) providing Goods & Services requested by the Customer and/or Guarantors; and
- (b) enforcing these Conditions.
- 15.2. Without such personal information, AGS may be unable to supply the Goods & Services to the Customer.
- 15.3. AGS may disclose the personal information of the Customer and/or Guarantors to the following types of organisations: third parties to whom AGS outsources any part of its functions, including but not limited to collection and delivery services, payroll and database management, credit reporting bodies and legal practitioners, but is unlikely to disclose personal information overseas.
- 15.4. The Privacy Policy contains information about how the Customer and Guarantors may obtain access to the personal information held by AGS about them and how to seek correction of such information if necessary.
- 15.5. The Privacy Policy also contains information about how to complain about a perceived breach of the Australian Privacy Principles, *Privacy Act 1988* (Cth) or the Credit Reporting Code and how AGS will deal with such a complaint.
- 15.6. To request a free copy of the Privacy Policy, please contact our Privacy Officer via phone on 03 9545 1400 or email at sales@agsservice.com.au.
- 15.7. Attached to these Conditions is a Statement of Notifiable Matters. The key issues contained in that statement include the Customer's or Guarantor's rights to access and seek correction of credit information AGS holds about the Customer and the Guarantor, the credit reporting bodies AGS may disclose information to and the consequences for the Customer not providing information to AGS. This statement can be found online at [www.agsservice.com.au](http://www.agsservice.com.au).
16. **CREDIT FACILITY**
- 16.1. A credit limit approved by AGS and advised to the Customer must not be exceeded. AGS may using its reasonable discretion:
- (a) if the Customer is in breach of these Conditions, vary, suspend or cancel the Customer's credit limit;
- (b) reject or accept any request by the Customer to increase its credit limit; or
- (c) require payment for Goods & Services prior to performance,
- without incurring any liability to the Customer for doing so.
- 16.2. If AGS suspends or cancels the Customer's credit account, the Customer must immediately pay to AGS all amounts owed to AGS by the Customer. Such suspension or cancellation does not affect any of the Customer's or Guarantor's obligations to AGS.

**17. CONTINUING INDEMNITIES**

17.1. The indemnities provided by the Customer under these Conditions are continuing indemnities and are not in any way discharged by AGS ceasing to supply Goods & Services to the Customer.

**18. WAIVER**

18.1. No delay by AGS in enforcing any provisions of these Conditions shall prejudice or restrict the rights of AGS. A provision of these Conditions or a right created under these Conditions may not be waived except in writing signed by AGS.

**19. SEVERABILITY**

19.1. If any provision of these Conditions is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule or law, statute or regulation it is to be severed so that the validity and enforceability of the remaining provisions of these Conditions are not affected.

**20. SUCCESSORS**

20.1. The rights and obligations of AGS and the Customer under these Conditions will be binding on, and will be of benefit to, each of the parties successors, assigns, heirs and estates.

**21. ASSIGNMENT**

21.1. AGS may assign or novate, in whole or in part, the benefit of these Conditions or any of its rights or obligations hereunder, without the prior written consent the Customer. The Customer may not assign or novate, in whole or in part, the benefits of these Conditions or any of its rights or obligations hereunder, without the prior written consent of AGS, which will not be unreasonably withheld if the assignee enters into an agreement with AGS subject to AGS's then current terms and conditions of trade, which may include credit terms approved by AGS.

**22. JURISDICTION**

22.1. The Conditions and the supply of Goods & Services are governed by, and will be construed in accordance with, the laws of Victoria, Australia. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria, Australia.

I acknowledge having received a copy of AGS's Sale of Goods & Services Terms and Conditions (above), and agree that they will govern the supply of Goods & Services provided to us. I also understand and agree those Goods & Services sold to us must be paid for within agreed trading terms as specified in the Sale of Goods & Services Terms and the credit agreement with AGS.

COMPANY:.....

NAME: ..... TITLE: .....

SIGNATURE: ..... DATE: .....