

Account Approved: YES / NO

4. Terms of Credit

- 1 In applying for credit with RMEE Consolidated Industries, I/we (who in these terms will be referred to as "the Customer") acknowledge that any credit granted following this application will be subject to the terms and conditions stated in this application or as subsequently varied by RMEE Consolidated Industries at its discretion and advised to the Customer.
- 2 Payment terms are "Net 30 Days", payment being due within 30 days from the date of invoice unless alternative terms are agreed upon by RMEE Consolidated Industries in writing. Account payments are not subject to any settlement discount.
- 3 Ownership in goods invoiced remains with RMEE Consolidated Industries and does not pass to the Customer until payment is made in full. Notwithstanding the ownership in the goods remaining with RMEE Consolidated Industries until full payment is made, risk in the goods passes to the Customer immediately upon delivery of the goods to the Customer.
- 4 The Customer must not, in a commercial context, re-sell or offer for sale any goods purchased from RMEE Consolidated Industries without the written permission of RMEE Consolidated Industries and subject to any additional terms imposed by RMEE Consolidated Industries. The Customer will hold any proceeds arising from a sale of the goods in contravention of this paragraph on trust for RMEE Consolidated Industries
- 5 RMEE Consolidated Industries, or its representatives, reserves the right to actively pursue collection of outstanding amounts, and costs, if any, will be passed on to the account of the Customer.
- 6 RMEE Consolidated Industries may at any time set-off amounts owed by the Customer to RMEE Consolidated Industries against any amounts owed by RMEE Consolidated Industries to the Customer. RMEE Consolidated Industries will ordinarily apply payments against the relevant outstanding invoice.
- 7 The Customer indemnifies and holds harmless RMEE Consolidated Industries and its officers, employees and agents from and against all actions, claims, proceedings or demands which may be brought or made against it or them or any of them in respect of any loss, injury, or damage arising out of any breach of these terms and conditions by the Customer or any negligent act or omission by the Customer and from and against all damages, costs and expenses incurred in defending or settling any action, claim, proceeding or demand arising from such breach, act or omission.
- 8 So far as the law permits, the liability of RMEE Consolidated Industries for a breach of a condition or warranty that cannot be excluded is limited, at the option of RMEE Consolidated Industries, to:
 - (a) the replacement or repair of the goods;
 - (b) the supply of equivalent goods; or
 - (c) the cost of replacing or repairing the goods or of acquiring equivalent goods.
- 9 RMEE Consolidated Industries hereby advises that, pursuant to s. 18E(8) of the Privacy Act 1988, information disclosed in the course of this credit application may be disclosed to a credit reporting agency. Under Section 18E(8)(c) of the Privacy Act 1988 RMEE Consolidated Industries is allowed to give a credit reporting agency personal information about the Customer's credit application, information which may be given to an agency is covered by Section 18E(1) of the Act and includes identity particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E(3)); the fact that the Customer has applied for credit and the amount; the fact that RMEE Consolidated Industries is a credit provider to the Customer; payments which become overdue outside of agreed trading terms and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by the Customer which have been dishonoured more than once; in specific circumstances, that in the opinion of RMEE Consolidated Industries you have committed a serious credit infringement; that credit provided to you by RMEE Consolidated Industries has been paid for or otherwise discharged. Pursuant to ss. 18K(1) and 18N(1) of the Privacy Act 1988 and para. 2.12 of the Credit Reporting Code of Conduct issued under s. 18A of that Act, the Customer hereby agrees that RMEE Consolidated Industries may obtain personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to creditworthiness); and agrees to that agency or provider providing that information to RMEE Consolidated Industries for that purpose. You further agree to the obtaining from, and provision by, such agency or provider of further credit reports, which may assist RMEE Consolidated Industries in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead.
- 10 RMEE Consolidated Industries is not liable for any costs incurred in completing this Credit Application. The Customer is responsible for any stamp duty or government charges levied in connection with this Application, Terms and Conditions, credit facility or guarantee
- 11 **Confidentiality of your information** – Except as required by law, RMEE Consolidated Industries will only use or disclose the Customer's personal information as necessary for the credit facility, including to accounts staff, auditors, credit reporting bodies or debt recovery agents.
- 12 **Default** – If you or an authorised operator:
 - (a) obtains credit by fraud or dishonesty;
 - (b) allows any amount to remain unpaid more than 30 days from its due date;
 - (c) breaches any of these Terms and Conditions;
 - (d) being an individual, commits an act of bankruptcy or becomes insolvent under administration;
 - (e) being a corporation, becomes externally administered or an application for winding up is filed;
 - (f) uses the credit facility in circumstances where RMEE Consolidated Industries reasonably believes loss or damage may occur; or
 - (g) any guarantor withdraws their guarantee.