



## COMMERCIAL CREDIT TRADING TERMS AND CONDITIONS

A reference to “the Supplier” means WW Group Pty Ltd, WW Engineering (QLD) Pty Ltd t/a WW Group, WW Labour Hire Pty Ltd, WW P & E Pty Ltd. Please read the undermentioned terms carefully. If you do not understand these terms of trade you should seek legal advice.

1. The agreed terms are **14 days**, i.e., payment is due **14 days from The Last Day of the Month, that is payment is due by the 14th day of the month, following the Invoice Date Month.**
2. The Customer hereby agrees and acknowledges that at the absolute discretion of the Supplier, an account keeping fee of 2% per month will be levied on any or all amounts in default of the agreed trading terms.
3. The Customer further agrees to indemnify the Supplier for any legal or Financial costs incurred by the Supplier (including but not limited to charges and commission charged by mercantile agents) in respect of this application, agreements, personal guarantees, securities given or other documentation required whilst credit is being offered in consequence of this application, and the Customer further agrees to indemnify the Supplier for any dishonoured cheque fees incurred and in the event that the Customer’s account is in default of the agreed trading terms to indemnify the Supplier against its collection fees and legal costs.
4. The Supplier may withdraw credit facilities to the Customer at any time without notice. Without limiting the Supplier’s rights to withdraw credit, the Supplier reserves the right to stop supply and place the account on hold until the account is returned to the agreed trading terms, and the Supplier agrees to recommence supply.
5. These Trading Terms and Conditions apply to all transactions from which the Customer is supplied goods and or services on credit. If any future contract between the Supplier and the Customer is inconsistent with these Trading Terms and Conditions, then these Trading Terms and Conditions will apply unless the subsequent contract refers to and specifically alters these Trading Terms and Conditions in writing.
6. Should there be any variation to any of the information supplied by the Customer in this application or in the structure of the Customer’s business (such as a conversion to or from a company or trust or the appointment of new directors), the Supplier shall be notified in writing. Until a new Commercial Credit Application form is signed and approved in writing by the Supplier, then the original Commercial Credit Application and those person(s) who signed as guarantor(s) shall remain liable to the Supplier as though all goods and services were supplied to the original customer.
7. The Supplier reserves the right to amend these trading terms provided such amendments are conveyed to the Customer in writing.
8. The Supplier shall be entitled at any time to assign its rights under this Commercial Credit application to its successors, nominated transferees or assigns (including but not limited to, where applicable personal guarantees), and that these Trading Terms and Conditions shall not be in any way affected or discharged pursuant to such an assignment.
9. **Caveatable Interest Clause:** In the event of Default of the agreed trading terms by the Customer, then the Customer by its Director(s)/Proprietor(s)/Partners/Individual(s), nominated in this application hereby charge all their Right, Title of Interest (if any) to any or all property(ies) owned/partly owned, acquired in the future, solely or jointly by the said Customer/Director(s))/Proprietor(s)/Partners/Individual(s) of this application in favour of the Supplier, to better secure all monies owed to the Supplier as of the date of the default, with the due and punctual observance and performance of all of the obligations of the Customer.

Such Customer acknowledges that the Supplier may at its discretion, register a caveat on such property in respect of the interest conferred on it under this clause. In the event that the Supplier is required to exercise its right under this clause, against the Customer, then the Customer grants the Supplier the right to appoint a Receiver and sell the property (ies).

10. **RETENTION OF TITLE:** Until **ALL INVOICES** are paid in full, and **ALL MONIES** received and cleared, ownership of the goods remain with the Supplier, but the risk passes to the Customer on delivery. Delivery shall occur if the Supplier or its Agent delivers, on delivery, and/or if the Customer or its Agent(s) takes delivery, at that point of delivery. Until the Supplier is paid in full, the relationship of the Customer to the Supplier shall be fiduciary in respect of the goods and the customer shall hold the goods as bailee only for the Supplier. The Customer shall store the goods separately from its own until ownership has manifested in the Customer. Should the goods be on-sold to a third party before payment, or in the event of the Appointment of an Administrator, Controller, Managing Controller, Receiver or Receiver Manager, or entry into an Informal/Formal Deed of Arrangement under Bankruptcy Act of 1966 by the Customer, then the Customer hereby assigns to the Supplier its right of recovery of payment from the third party. The money(ies) resulting from the sale of goods are to be specifically earmarked and placed in a separate account on trust for the Supplier, until payment in full is made to the Supplier for the cost of the goods only, to guarantee clear passage of ownership to the third party innocent purchaser.

In the event the Customer is in default of the agreed trading terms, then the Customer without reservation grants right of entry to any or all properties under the Customer's control, where the goods are reasonably expected to be stored. The Customer indemnifies and save harmless the Supplier, its servants or agents in relation to loss or damage as a result of the retaking of possession of the said goods. Further in the event the Supplier exercises its right of retaking possession of the said goods, the Customer grants power of sale to the Supplier to resell the said goods and the Customer acknowledges that any shortfall owing after the said goods are resold will be the responsibility of the Customer.

11. **SERVICE OF DOCUMENTS.** The Customer acknowledges that service of all documents will be via email, to the address nominated on the Commercial Credit Application form, unless a new address is provided by the Customer and such new address is acknowledged by return in writing from the supplier.
12. **TELEPHONE ORDERS.** All telephone orders are to be immediately confirmed in writing by the Customer. In the event the confirmation varies from that recorded and processed by the Supplier, then the Supplier's records shall prevail.
13. **ACCESS TO SITE.** The customer at all times is responsible to ensure suitable access to the site. The Customer further indemnifies and saves harmless the Supplier, and or it's servants or agents against any loss or damage, in the event the Supplier fails to provide suitable access to site for delivery, and or whilst on site working.
14. **PRICE.** All goods are sold at the price current at the time of delivery. The price of goods is at the Suppliers works. Costs and charges for freight and handling at the point of delivery to the Customer or the Customer's agent are payable by the Customer unless otherwise stated on the quote/order form. **NOTE:- Pricing may vary from time to time subject to exchange rate variations and/or material increases outside the control of the Supplier.**
15. **SETTLEMENT DISCOUNT.** Where settlement discount applies, no settlement discount will be approved unless all account money(ies) is/are paid within the agreed trading terms.
16. **JURISDICTION.** The Customer acknowledges that the Laws of the State of Queensland shall govern this contract, and the Customer hereby agrees to submit to the non-exclusive jurisdiction of the Courts of Queensland.

**THE ABOVE INFORMATION IS FOR THE CUSTOMER TO RETAIN**