

These conditions of sale contain very important information regarding customer's rights and obligations, as well as conditions, limitations, and exclusions that might apply to customer. Please read the conditions of sale carefully. These conditions of sale require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions. By placing an order for products and/or services from this website, customer accepts and is bound by these terms of sale. Customer may not order or obtain products or services from this website if customer (a) does not agree to these conditions of sale, (b) is not the older of (i) at least 18 years of age or (ii) legal age to form a binding contract with seller, or (c) is prohibited from accessing or using this website or any of this website's contents, goods or services by applicable law.

These conditions apply in respect of all goods or services at any time supplied by the Seller to the Customer, whether under credit or otherwise and supersede and prevail over all previous written or agreements or understandings (if any) between the Seller and the Customer. The Customer accepts these conditions (as amended from time to time) by signing (physically or electronically) any Credit Application or by acceptance of any goods supplied without pre-payment from the Seller, whichever occurs earlier. Where goods are supplied by the Seller to the Customer on hire, these conditions will apply in addition to the terms of any hire agreement wherever they are not inconsistent with any hire agreement relating to the hired goods or with the terms or nature of the hire transaction. Wherever any inconsistency may arise between these conditions and the terms of any hire agreement, the Seller may nominate which condition or terms shall prevail.

## 1. DEFINITIONS

1.1 "Seller" means BlastOne International (Aust) Pty Ltd as the trustee for Uniblast Global Trust and includes its successors and assigns and related entities which supply goods to the Customer from time to time.

1.2 "Credit Application" means any 30 Day Credit Account Application that may accompany these Conditions of Sale or any Records Update (refer clause 23).

1.3 "Customer" means the party set out in the Credit Application provided or any party ordering goods whether or not a Credit Application has been accepted by the Seller, and includes that party's successors, personal representatives and permitted assigns.

1.4 "goods" means any goods sold or supplied whether by way of sale or hire by the Seller to the Customer and is also deemed to include any services supplied by the Seller to the Customer, whether such services are related to goods or not.

1.5 "Non PDH Goods or Services" means goods

or services which, for the purposes of the Consumer Law, are not of a kind ordinarily acquired for personal, domestic or household use or consumption.

## 2. GENERAL

The Customer and all persons signing the Credit Application:

2.1 warrant that all information supplied in the Credit Application is true and correct;

2.2 agree that these conditions will apply to all dealings between the Seller and the Customer and notwithstanding any defects in the execution, or any non- execution, of any Credit Application or any other document by any person;

2.3 acknowledge that some of goods may be supplied by entities related to the Seller rather than the Seller itself and that in those circumstances the Seller may issue invoices or statements in its name in respect of the goods and that such invoices or statements will be properly payable to the Seller;

2.4 agree that if the Customer has not been correctly described in the Credit Application, then these conditions will nevertheless apply to the person or entity who is dealing with the Seller in connection with the goods as if that person or entity was properly described in the Credit Application;

2.5 acknowledge the Seller may in the exercise of its complete discretion cancel, vary or suspend credit facilities granted to, or any supply agreements or arrangements with, the Customer without notice and without giving any reason and without any liability to the Customer for any loss or damage resulting from the exercise of such discretion;

2.6 acknowledge that any credit limit referred to by the Seller is for the Seller's internal reference only, and that the Customer will be liable for the full amount of credit provided by the Seller, notwithstanding that any credit given may exceed any credit limit referred to by the Seller;

2.7 undertake to inform the Seller immediately of any change in the operators, management or directors of the Customer (as applicable) or in the trustee of any trust of which the Customer is trustee, and if there is a change in such persons then these conditions, and any personal guarantees, will continue to apply to any former operators, management and directors until the new personnel sign the Seller's conditions prevailing at that time and provide personal guarantees.

## 3. OFFER AND ACCEPTANCE

3.1 No quotation given by the Seller will constitute a contract between the Seller and the Customer until the Seller has accepted an order placed by the Customer. Upon the Customer's order being accepted by the

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Seller, the order or contract cannot be cancelled by the Customer unless otherwise agreed in writing by the Seller and then upon such conditions as the Seller sees fit in the exercise of its discretion.

3.2 The Customer acknowledges that, in addition to any authorised representative noted in the Credit Application, any of the Customer's employees, contractors, agents or representatives who place an order with the Seller or deal with the Seller in connection with the provision of goods to the Customer have the authority to do so and that the Seller can rely on such authority existing. Any confirmation order must be marked as such by the Customer, failing which the Seller is entitled to consider such an order as the initial and final order capable of acceptance in accordance with clause 3.1.

### 4. RETURN POLICY

4.1 To the extent permitted by law and subject to clauses 10 and 11, goods may not be returned by the Customer to the Seller unless agreed to by the Seller in writing at the discretion of the Seller and upon such conditions as it sees fit, prior to the return of the goods. The return of goods is entirely at the Customer's risk and upon the return of goods the Customer must pay to the Seller on request a re-stocking charge of 15% of the invoice price of the goods returned.

### 5. PURCHASE ORDERS

5.1 An order or an offer to purchase goods can be made by the Customer in writing or verbally. An order is accepted when the Seller provides an acknowledgement of the order or when the relevant goods are provided, whichever occurs first.

5.2 When placing an order in writing an official order form (in the form acceptable to the Seller) is to be submitted by the Customer showing a purchase order number and full description of the goods. Verbal or telephone orders are to be accompanied by a quoted purchase order number or other reference, in which event the Seller may act on the order in good faith and no objection may be taken by the Customer that the purchase order number or other reference provided at the time of placing the order is invalid or insufficient.

5.3 Except where expressly agreed in writing by the Seller, no purchase order will be taken as an amendment in any way to these terms and conditions, which will apply regardless and to the exclusion of any contrary terms in the purchase order to the extent of any inconsistency.

### 6. PRICE

All prices charged by the Seller are subject to alteration, which shall be advised by the Seller to the Customer as applicable. Unless otherwise agreed in writing, the price charged shall be the price applicable at the date of

delivery, plus GST at the prevailing GST rate (which must be paid at the same time and in the same manner as the price).

### 7. DELIVERY

7.1 Unless other arrangements are made by the Customer with the Seller, the Seller will arrange delivery of the goods (exclusive of freight insurance) to the Customer. Freight insurance will only be arranged by the Seller if it has been requested in writing by the Customer before the Seller has made arrangements for delivery of the goods. The Customer must pay to the Seller the cost of the delivery and any freight insurance arranged by the Seller.

7.2 Delivery will be at the place nominated by the Customer or, if none is nominated, at the Customer's place of business as stated in the Credit Application.

7.3 The Seller shall not be liable for any loss or damage whatsoever (including consequential loss or damage) arising from delay in delivery or supply or failure to deliver or supply goods to the Customer. If goods are delivered or supplied the Customer must accept and pay for the goods or services notwithstanding late delivery.

7.4 Where goods are not to be delivered to the Customer by or on behalf of the Seller, delivery shall be deemed to be effected 2 business days after advice is first given by the Seller to the Customer or its representative that the goods are ready for collection.

7.5 The Seller may deliver goods by instalments or partial deliveries, the timing of such deliveries being entirely at the Seller's discretion and the Customer shall accept each delivery. Where this occurs, the risk in the goods shall transfer to the Customer for each partial delivery in accordance with clause 15, but title to the goods shall only transfer when the Seller has made full payment of the relevant purchase order pursuant to clause 17.

7.6 Deliveries to third parties may be arranged at the written request of the Customer, subject to acceptance by the Seller. Deliveries to third parties pursuant to this sub-clause shall be deemed to be delivery to the Customer.

7.7 The Seller will make all reasonable efforts to have the goods delivered or supplied to the Customer on the date agreed between the parties as the delivery or supply date, but the Seller shall be under no liability whatsoever should delivery or supply not occur on that date.

### 8. PAYMENT

8.1 Unless otherwise agreed, all payments for goods or services shall be due as stated on the face of Seller's invoice.

8.2 The Seller may require a deposit to accompany

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an order and/or that progress payments be paid in relation to an order.

8.3 The Customer must pay interest on demand to the Seller on all overdue amounts under these conditions at the rate of 2.0% per month, calculated daily from the date of each overdue invoice and compounded monthly. Where the Customer makes payment by cheque, payment is deemed to be received when the cheque is cleared by the bank.

8.4 All collection charges, commissions and legal expenses (on an indemnity basis) incurred (or for which the Seller will become liable contingent on payment) in attempting to recover payment, or to enforce as against the Customer any other rights of the Seller under these conditions including without limitation under clauses 16 and 23 hereof, are payable by the Customer on demand by the Seller or any agent of the Seller.

8.5 A certificate of a General Manager, Credit Manager or any other employee of the Supplier fulfilling a like function shall in all Courts be admissible and in the absence of manifest error be accepted as prima-facie evidence of any debt owed to the Supplier and/or any fact circumstance or thing stated therein that is relevant to any rights with respect to the Customer.

### 9. INDEMNITY

Without prejudice to any other rights the Seller may have, the Customer agrees to indemnify the Seller for all loss, damage or expense incurred or suffered by the Seller should the Customer breach any term of these conditions or default on any order for the supply of goods.

### 10. CUSTOMER'S STATUTORY RIGHTS

10.1 Nothing in these terms and conditions should be interpreted as attempting to exclude, restrict or modify the application of any applicable provisions of the Consumer Law or the Customer's rights to make a claim in respect of any consumer guarantees or other provision of the Consumer Law.

10.2 Subject to clause 10.4, if the Customer is not a Consumer then, to the extent permitted by law, the Seller excludes all liability for any Loss incurred by the Customer as a result of an agreement. This clause applies even if the Seller knew or ought to have known that it was possible or foreseeable that the Customer would incur such Loss.

10.3 Notwithstanding clause 10.2, if the Customer is a Consumer and the Products or Services are Non PDH Goods or Services, the Seller's liability to the Customer is limited at the Seller's option to, and subject to clause 11:

- (a) in the case of goods:
  - (i) the replacement of the goods or the

supply of equivalent products;

- (ii) the repair of the goods;

- (iii) the payment of the cost of replacing the goods or of acquiring equivalent products; or

- (iv) the payment of the cost of having the goods repaired; and

- (b) in the case of the services:

- (i) the supplying of the services again; or

- (ii) the payment of the cost of having the services supplied again.

10.4 If the Customer is liable to indemnify a Consumer under the Consumer Law in relation to the supply of Products which are Non PDH Goods or Services, the Seller's liability to the Customer is limited to an amount equal to the lower of:

- (a) the cost of replacing the goods;

- (b) the cost of obtaining equivalent goods; or

- (c) the cost of having the goods repaired.

10.5 Without limiting any other provision in these terms and conditions, the Seller is not liable for any Loss the Customer suffers as a result of:

- (a) improper use of the goods;

- (b) improper installation of the goods; or

- (c) misuse or neglect of the goods or any other use of the goods which is outside the ordinary commercial application of the goods or is otherwise inconsistent with the Seller's instructions in relation to the use of the goods.

10.6 To the extent permitted by the Consumer Law, the Seller is not liable for any loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Customer.

### 11. WARRANTY AGAINST DEFECTS

11.1 To the extent that the Australian Consumer Law applies to any goods supplied to a Customer, the following applies to those goods: 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.

11.2 All demands or claims under clause 11.1 must be made in writing addressed to the Seller's address (as contained on the invoice for the subject goods) and must be made within 14 days of the date of delivery of the goods. All such demands and claims must:

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- (a) refer to the subject goods' invoice number and date; and
- (b) provide sufficient detail of the demand or claim, including of the nature of the alleged defect to the goods; when and how the defect was first discovered by the Customer; whether repair or replacement of the goods is sought; what, if any, other compensation is sought and the reason(s) why such compensation is sought.

11.3 On receipt of a demand or claim under this clause 11, the Seller will promptly:

- (a) consider the demand or claim;
- (b) advise the Customer if any further information is required by the Seller in relation to the demand or claim; and
- (c) notify the Customer of the Seller's decision in relation to the demand or claim (after the provision by the Customer of any further information under clause 11.3.2).

## 12. DISCLAIMER

12.1 Subject to clauses 10 and 11 and to the extent permitted by law, all conditions, warranties or guarantees (express or implied) that the goods are fit for a particular purpose, and except as otherwise stated in these conditions any other conditions, warranties, guarantees, terms provisions or anything else (express or implied) relating to title, defects or conformity of the goods, are all expressly excluded.

12.2 No statement or recommendation made, or advice, supervision or assistance given by the Seller, its employees, agents or representatives, whether oral, written, published or otherwise, constitutes a warranty by the Seller or a waiver of any of the provisions of these conditions, and the Seller accepts no responsibility for the same. The Seller shall not be liable for any loss or damage whatsoever (including consequential loss or damage) arising directly or indirectly from any such statements, recommendations, advice, supervision or assistance.

## 13. LIMITATION OF LIABILITY

13.1 To the maximum extent permitted by law and subject to clauses 10, 11 and 13.2 hereof, the Customer shall and warrants that it has and will always rely on its own information, inquiries and judgment in all respects and the Seller shall not be liable or responsible for nor bear the risk of anything arising with respect to goods or its dealings with the Customer where the law (including but not limited to the law relating to negligence) may, but for this clause, give rise to a cause of action, remedy, claim, or consequence, including but not in any way limiting the generality of the foregoing, any loss and/or damage whatsoever (including consequential loss or damage) by reason of:

- (a) mis-delivery, failure to deliver or delay in delivery of goods; or
- (b) delivery of goods that do not meet the order or requirements of the Customer or the purpose for which goods have been purchased by the Customer; or
- (c) misdescription of goods; or
- (d) defect; or
- (e) faulty materials or workmanship; or
- (f) loss, damage or deterioration of goods either in transit or in storage for any reason whatsoever; or
- (g) any choice, selection, definition, quality, quantity, number, measurement, volume, specification, tolerance, time, timing, duration, suitability, fitness, fitness for purpose or without limitation any other thing with respect to goods; or
- (h) any act or matter or thing done, permitted, suffered or omitted by the Seller.

13.2 The Customer shall not assert, and hereby releases and indemnifies the Seller with respect to, any claim for any loss or damage of a consequential nature and/or any loss or damage exceeding the amount referred to in clause 13.2 hereof, except in relation to any loss and damage in respect of which the Customer has, prior to the Seller's acceptance of the Customer's order, given to the Seller a notice in writing headed "Notice of Allocation of Risk" containing full disclosure by the Customer of the risk of that loss or damage and sufficient information with respect to it as would permit the Seller to make an informed decision as to whether or not it will supply in those circumstances at all, obtain insurance or run the risk for itself. The Customer acknowledges that the Seller is relying upon the Customer exercising utmost good faith in identifying and disclosing any and all such risks and that the Seller will be relying on any Notice of Allocation or Risk or the absence thereof.

13.3 Any demand or claim against the Seller, including but not limited to claims for non-delivery, must be made in writing within 14 days of the date of delivery of the goods (or the proposed date of delivery in the case of non-delivery). All claims and demands must refer to the subject goods' invoice number and date and provide sufficient detail of the demand or claim (including but not limited to the reasons why the demand or claim is made notwithstanding the terms of this clause 13).

13.4 The Customer hereby acknowledges and warrants to the Seller that the Customer will not rely on order and delivery documentation to accurately and correctly identify the goods supplied and that the Customer will conduct in a timely manner such examination and/or tests as are necessary and/or convenient to establish that the goods supplied are in fact as ordered.

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13.5 Any errors, clerical or otherwise, in any catalogue, quotation, acceptance, offer, invoice, statement, delivery document, credit note or specification given by the Seller shall be subject to correction at any time by the Seller.

13.6 No sub clause of this clause 13 shall be read or construed as limiting or being limited by the contents of any other sub clause of this clause 13.

13.7 The Customer indemnifies the Seller in respect of anything done by or in the name of the Customer or its assigns contrary to or otherwise than as permitted by this clause 13.

### 14. NO IMPLIED OBLIGATIONS OF SERVICE

The Customer acknowledges that nothing in these Conditions or any agreement or supply hereunder imposes any obligation whatsoever on the Seller to inspect or attend any site of the Customer or any goods supplied, delivered or installed by the Seller whether before during or after the same. Any such obligation may only arise by way of a separate agreement between the Seller and the Customer.

### 15. RISK

15.1 Delivery of goods is deemed to take place when goods are first in whole or partial control of the Customer or its agent, including but not limited to employees, agents and carriers whether nominated by the Seller or the Customer.

15.2 Unless otherwise agreed in writing, the risk in the goods purchased shall wholly pass to the Customer upon delivery to the Customer.

15.3 Without in any way limiting the operation of the foregoing, the Customer hereby covenants and warrants with the Seller that, in the storage and handling of the goods, the Customer will comply with all relevant environmental laws and regulations and does or, on the acquisition of the goods, will possess and comply with all necessary and/or relevant permits and licenses, and that the Customer will adhere to all necessary and appropriate precautions and safety measures relating to the storing and handling of goods.

### 16. SOLVENCY OF CORPORATE CUSTOMERS

16.1 Where the Customer is a corporate body then the following provisions apply:

- (a) The provision of credit and any supply hereunder is subject to and conditional upon the Customer's directors executing personal guarantees in such a form as may at any time be required by the Seller.
- (b) The Customer declares and warrants that it is and will remain solvent and able to pay its debts as they fall due and is not in liquidation, administration, receivership or subject to any

compromise or arrangement with its creditors or any of them.

### 17. PROPERTY IN GOODS

17.1 All legal and equitable title and ownership in all goods remains with the Seller until such time as full payment is made for all amounts owing by the Customer to the Seller for all goods and dealings on any account whatsoever (including the purchase price of the goods).

17.2 The Customer acknowledges that until its total indebtedness under these conditions to the Seller and on any account whatsoever is discharged, the Customer holds all goods as bailee of the Seller and that a fiduciary relationship exists between the Seller and the Customer.

17.3 Until full payment of all amounts owing by the Customer to the Seller on any account whatsoever, the Customer must store the goods and hold any sale proceeds separately from its own and those of third parties and in a manner that enables them to be identified as the property of the Seller.

17.4 If:

- (a) the Customer fails to pay to the Seller the whole or any part of the purchase price or other consideration or amount due by the Customer to the Seller for any goods; or
- (b) the Customer fails to pay to the Seller the whole or any part of any amount due by the Customer to the Seller on any account whatsoever when it is due to the Seller; or
- (c) a receiver and manager, liquidator, provisional liquidator, trustee or other insolvency administrator is appointed in respect of the Customer or a scheme of arrangement is proposed or approved in respect of the Customer or any person takes possession of any of the Customer's assets under any security interest or any step is taken toward any of the foregoing; or
- (d) the Customer is otherwise in default of these conditions; then the Seller may without notice and without prejudice to any of its other rights and remedies retake possession of all or any goods and may:
- (e) without liability for trespass and using reasonably necessary force enter upon the Customer's premises by its servants or agents for that purpose; and
- (f) in its discretion retain, re-sell or otherwise dispose of the goods or restock for credit less expenses reasonably incurred as defined in these Conditions of Sale or otherwise.

17.5 The Customer consents to allow the Seller reasonable access to its premises in order to seize possession of goods in accordance with these conditions.

17.6 Unless otherwise notified by the Seller in writing, the Customer is authorised to sell the goods to a third party in the ordinary course of business on commercially reasonable terms. Insofar as the Customer is empowered to sell goods, it:

- (a) sells as principal in relation to any third party;
- (b) has no right to commit the Seller to any contractual relationship or liability to any third party; and
- (c) holds all proceeds of sale on account of the Seller as a fiduciary and not on its own account.

17.7 The proceeds of sale of all goods sold by the Customer are held on trust by the Customer for the Seller to the extent of any amounts owing to the Seller on any account whatsoever and are to be kept in a separate account until all liability of the Customer to the Seller on any account whatsoever has been discharged. Such proceeds must not be mixed with any moneys, including general funds of the Customer.

17.8 Goods must not be attached to or in any way mixed or commingled with property belonging to a third party without the prior written consent of the Seller. Where goods have been attached to or in any way mixed or co-mingled with property belonging to a third party, the Customer holds on trust for the Seller such part of the proceeds of sale or use of that property as relates to the goods. Such part of the proceeds will be deemed to be equal to the invoiced price of the goods that are attached to or mixed or co-mingled with that property.

17.9 The Customer must not, without the Seller's prior written consent use any goods in such a way that they become non-recoverable prior to payment being made to the Seller in full .

17.10 The Seller may appropriate and apply (or re-appropriate or re-apply) any payment received from the Customer to any goods, invoices and accounts or other amounts payable as it thinks fit in the exercise of its sole discretion. The order of allocation and application will apply notwithstanding any instruction or request of the Customer or any condition attached by the Customer to any payment made by it.

17.11 Without in any way limiting the Seller's discretion in clause 17.10, if any payments received from the Customer are not able to be matched by the Seller to particular goods or invoices then the Seller may if it deems fit elect to apply such payments to the oldest outstanding invoice(s) or statement(s) issued by the Seller

17.12 In this clause 17, "proceeds" has the same meaning as in the Personal Property Securities Act 2009 (Cth) (PPSA).

## **18. STORAGE**

If the Seller notifies the Customer that goods are ready

for delivery and the Customer requests the Seller to hold goods on its behalf or fails or refuses to accept delivery, then such goods will be held by the Seller at the Customer's risk and the Seller shall be entitled to charge a reasonable storage fee in respect of the goods or to re- sell any goods in respect of which the Customer refuses to accept delivery.

## **19. JURISDICTION**

These conditions and any orders or arrangements subject to these conditions between the Customer and the Seller are subject to South Australian law and the parties irrevocably agree to be subject to the exclusive jurisdiction of the Courts of South Australia.

## **20. PRIVACY ACT**

20.1 The Customer consents to:

- (a) a credit reporting body disclosing credit reporting information about the Customer to the Seller for the purposes of:
  - (i) assessing an application for commercial credit made by the Customer to the Seller; or
  - (ii) collecting payments that are overdue in relation to commercial credit provided by the Seller to the Customer; and
- (b) the Seller disclosing credit eligibility information about the Customer to:
  - (i) a credit provider for the purpose of providing a reference to any other credit provider concerning the Customer's credit worthiness, credit history or credit capacity.
  - (ii) a person for the purposes of that person considering whether to offer to act as guarantor in relation to the credit applied for in connection with these conditions or to offer security for that credit; and
  - (iii) a guarantor in relation to credit applied for in connection with these conditions or a person who has provided security for that credit.

20.2 The Guarantor consents to credit reporting bodies disclosing credit reporting information about the Guarantor to the Seller for the purposes of the Seller assessing whether to accept those individuals as guarantors in relation to credit provided by the Seller to the Customer or credit for which an application has been made to the Seller by the Customer.

## **21. WAIVER**

The waiver by the Seller of any provision or breach of any provision of these conditions is not to be construed as a waiver of any other provision, or a breach of any other provision, or subsequent breach of the same or any provision hereof.

**22. ENTIRE CONTRACT**

Subject to clauses 10 and 23 hereof, these conditions and the terms, and the documents referred to herein, including the accompanying Credit Application (as may be updated from time to time under clause 23 hereof) contain the complete and final agreement between the Customer and the Seller and no other agreement or terms in any way modifying the conditions will be binding on the Seller unless made in writing and signed by the Seller's authorised representative.

**23. RECORDS UPDATE**

The Seller may from time to time provide the Customer with a document described as "Credit Account Records Update" or similar, in which case:

23.1 The Customer must promptly and accurately complete that document and return it to the Seller.

23.2 The details in that document will supersede the details in the Credit Application, save and except to the extent otherwise indicated by the Seller or to the extent that that document contains incorrect information or any misrepresentations.

**24. PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)**

24.1 The Customer grants the Seller (under clause 17.1) a security interest in all goods supplied by the Seller as security for all indebtedness owed at any time, on any account whatsoever to the Seller (including without limitation any invoiced amount, interest, fees, costs or expenses under or in connection with these conditions). The security interest is a purchase money security interest, to the extent that it secures all or part of the purchase price of the goods and extends to and continues in all proceeds, accessions and processed or commingled goods.

24.2 The Customer agrees, to the extent permitted by law:

- (a) to promptly give the Seller all assistance and information (including signing any documents) as the Seller requests to ensure that the Seller has a perfected first ranking security interest in all goods (and the proceeds thereof) supplied by the Seller;
- (b) that the Seller may at its cost register a financing statement on the Personal Property Securities Register against the Customer in any manner it considers appropriate;
- (c) that notices or documents required or permitted to be given to the Seller under the PPSA may be given in accordance with the PPSA;
- (d) not to change its name without notifying the Seller in writing of the Customer's intention to change its name at least 10 business days prior to doing so;

- (e) that it waives its rights to receive a copy of any verification statement under the PPSA and contracts out of its right to receive any other notice of statement under the PPSA (unless the notice is required by the PPSA and cannot be excluded); and
- (f) that the parties contract out of the Customer's rights, and the Customer waives its rights, under sections 95 (Secured party must give notice of removal of accession), 118 (Enforcing Security in accordance with land law decisions), 121 (Enforcement of security interests in liquid assets), 123 (Notice of seizure of collateral), 125 (Obligation to dispose of or retain collateral), 130 (Notice of disposal of collateral), 132(3)(d) (Contents of statement of account after disposal), 132(4) (Statement of account if no disposal), 142 (Entitled persons may redeem collateral) and 143 (Entitled persons may reinstate security agreement) of the PPSA. A word or expression used in this clause which is defined in the PPSA has the same meaning in this clause, unless the context otherwise requires.

**25. SEVERANCE**

Each provision of these conditions is independent from each other. If any provision of these conditions, or any part thereof, is invalid or inoperable then such provision or part thereof will only be ineffective to the extent of any such invalidity or interoperability and this will not affect the validity or operation of the remainder of these conditions.

**26. NOTICES AND VARIATION**

26.1 Notices in connection with these conditions may be given by email, facsimile or post to the Customer's address provided on the Credit Application or any other address provided by it to the Seller. Proof of transmission or posting of any notice by the Seller is proof of receipt of such notice by the Customer on the date the notice would be received in the ordinary course of business.

26.2 The Seller may vary these conditions from time to time by notice to the Customer. The Seller may provide notice of any variation in accordance with clause 26.1 above or by publishing the varied conditions on its website (currently [www.blastone.com.au](http://www.blastone.com.au)). The Customer agrees to regularly check the Seller's website for any changes to these conditions and acknowledges that the Seller is not required to provide any other notice of a variation.

## PERSONAL/DIRECTORS GUARANTEE AND INDEMNITY

IN CONSIDERATION of BlastOne International (Aust) Pty Ltd as the trustee for Uniblast Global Trust and its successors and assigns ("the Seller"). At the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to:

The Customer (please insert Company Name here)

I/WE/ME/US (also referred to as the "Guarantor(s)") UNCONDITIONALLY AND IRREVOCABLY:

1. GUARANTEE the due and punctual payment to the Seller of all monies which are now owing to the Seller by the Customer and all further sums of money from time to time owing to the Seller by the Customer in respect of goods and services supplied or to be supplied by the Seller to the Customer or any other liability of the Customer to the Seller, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Seller. If for any reason the Customer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller. The Seller may make a demand at any time and from time to time;

2. HOLD HARMLESS AND INDEMNIFY the Seller on demand and as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees (as defined hereunder in paragraph (b) hereof)) incurred by, or assessed against, the Seller in connection with:

- (a) The supply of goods and/or services to the Customer;
- (b) The recovery of monies owing to the Seller by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Seller's nominee's costs of collection and legal costs calculated on a solicitor or own client basis;
- (c) Moneys paid by the Seller with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Customer;
- (d) The insolvency, liquidation or winding up of the Customer;

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT:

3. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Seller by the Customer and all obligations herein have been fully paid satisfied and performed.

4. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Customer or any one or more of any other customer(s) of the Seller or any other Guarantor(s) or otherwise) and

no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligation to the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.

5. If any payment received or recovered by the Seller is avoided by law such payment shall be deemed by law not to have discharged the liability of the Guarantor, and the Guarantor and the Seller shall each be restored to the position in which they would have been had no such payment been made.

6. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.

7. I/we have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to the Seller.

8. I/we are aware that:

- (a) Any personal information is collected for the purposes of assessing my/our appropriateness as guarantor(s), and may in some circumstances be provided to third parties, for example debt collection agencies;
- (b) I/we may request access to the personal information about me/us that the Seller holds; and
- (c) If I/we do not provide all information requested, the Seller will not be able to assess our appropriateness as guarantor(s) and the business of the Customer may be rejected on that basis.

9. If the personal information of other individuals has been provided on this form, I/we warrant that:

- (a) I/we obtained the consent of those individuals to disclose their personal information to the Seller; and
- (b) I/we made those individuals aware (or reasonably believe that they are aware) of the information set out above.



## PERSONAL/DIRECTORS GUARANTEE AND INDEMNITY CONT.

Notice of disclosure of your credit Information to a credit reporting agency.

The Seller may give information about the Guarantor(s) to a credit reporting agency, for the following purposes:

- to obtain a consumer credit report about the Guarantor(s); and/or
- to allow the credit reporting agency to create or maintain a credit information file containing information about the Guarantor(s).

The information is limited to:

- identity particulars - the name, sex, address (and the previous two addresses), date of birth, name of employer, and driver's licence number of each Guarantor;
- the Guarantor's application for credit or commercial credit - the fact that you have applied for credit and the amount;
- the fact that the Seller is a current credit provider to you;
- accounts which are overdue by more than 60 days, and for which debt collection has started;
- advice that any amounts owing by the Guarantor(s) are no longer overdue in respect of any default that has been listed;
- information that, in the opinion of the Seller, the Guarantor's have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with the Guarantor's credit obligations);
- dishonoured cheques - cheques drawn by the Guarantor for \$100 or more which have been dishonoured more than once; and
- that credit provided to the Guarantor by the Seller has been paid or otherwise discharged.

Period to which this understanding applies.

This information may be given before, during or after the provision of credit to the Guarantor.

## STATEMENT BY GUARANTOR(S)

Please read carefully before completion. Where there is more than one Guarantor, each Guarantor must individually complete.

1. I/WE ACKNOWLEDGE that the Seller has informed me/us that it may give certain personal information about me/us to a credit reporting agency.
2. I/WE AGREE that the Seller may obtain from a credit reporting agency a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor for credit applied by, or provided to, the Customer.
3. I/WE AGREE that this agreement commences from the date of this agreement and continues until the credit applied for by, or provided to, the Customer application ceases.
4. I/WE AGREE that the Seller may obtain information about me/us from a business that provides information about the commercial creditworthiness of persons for the purpose of assessing my/our application for consumer credit.
5. I/WE AGREE that the Seller may obtain a consumer credit report containing information about me/us from a credit reporting agency for the purpose of assessing my/our application for consumer credit.
6. I/WE AGREE that the Seller may exchange information with those credit providers named in this document/application or named in a consumer credit report issued by a credit reporting agency for the following purposes:
  - to assess an application by me/us for credit;
  - to notify other credit providers of a default by me/us;
  - to exchange information with other credit providers as to the status of my account with the Seller where I am in default with other credit providers; and/or
  - to assess my/our creditworthiness.
7. I UNDERSTAND that the information exchanged can include anything about my/our creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.