CREDIT APPLICATION

To be Completed by Customer

Pro Image Building Supplies Pty Ltd ABN 98 607 004 400, Pro Image Plaster (Aust) Pty Ltd ABN 77 153 409 299, Pro Image Interiors Pty Ltd ABN 68 624 541 224 and Magboard Pty Ltd ABN 33 607 004 124 collectively "Pro Image Plaster"
Address: 31-35 McDougall Road, Sunbury VIC 3429
(PO Box 632 Sunbury VIC 3429)
Phone: (03) 9740 8603
Email: admin@proimageplaster.com.au

1. Business Details

General

Business Type/s: Sole Trader ☐ Partnership ☐ Corporation ☐ Trust ☐ Other ☐

ACN: _____ ABN: _____

If Sole Trader/Other, please specify name: _____

If Company, please specify Entity name: _____

If Trust, please specify Trust name: _____

Registered Business Name: _____

Primary Business Address: _____
Street Address

_____
City *State* *Postcode*

Contact Person: _____ Email: _____

Phone No.: _____ Mobile No.: _____

Proprietors/Directors/Shareholders/Partners

Name: _____ Position Held: _____

Residential Address: _____

City/Town: _____ Postcode: _____Phone No.: _____

Name: _____ Position Held: _____

Residential Address: _____

City/Town: _____ Postcode: _____Phone No.: _____

Name: _____ Position Held: _____

Residential Address: _____

City/Town: _____ Postcode: _____Phone No.: _____

Trade References

Please note: *Hardware Company Groups (Bunnings, Reece Plumbing ect.) are not acceptable.*

1. Company: _____ Email:_____

Name: _____ Phone No: _____

2. Company: _____ Email:_____

Name: _____ Phone No: _____

3. Company: _____ Email:_____

Name: _____ Phone No: _____

2. Terms

Estimated Monthly Spend: $_____

Credit Limit Required: $_____

Accounts Payable Contact Name: _____

Phone No.: _____ Email (invoices): _____

Email (statements):_____

3. Credit Agreement

Please seek independent advice if you do not understand this Credit Application, the Terms and Conditions of Trade or the Privacy Policy.

I/we declare and affirm that: -

(a) I/We have read and understood the terms of this credit application and confirm that the attached terms and conditions and privacy policy will apply to any credit provided by Pro Image Plaster to me/us; and

(b) The Information supplied by us, the Customer, in this application is true and correct and acknowledge Pro Image Plaster will use this information for the purpose of assessing my/our application for commercial credit.

SIGNED BY ALL DIRECTORS, PARTNERS OR SOLE TRADER:

1. Signature: _____ Date: _____

Name: _____ Position: _____

2. Signature: _____ Date: _____

Name: _____ Position: _____

Attachments:

1. Guarantee and Indemnity; Yes/No
2. Terms and Conditions of Trade; and
3. Privacy Policy.

PRO IMAGE PLASTER

TERMS AND CONDITIONS OF TRADE

1. Definitions

1.1 "Pro Image Plaster" means any legal entity of Pro Image Building Supplies Pty Ltd ABN 98 607 004 400, Pro Image Plaster (Aust) Pty Ltd ABN 77 153 409 299, Pro Image Interiors Pty Ltd ABN 68 624 541 224, and Magboard Pty Ltd ABN 33 607 004 124 collectively "Pro Image Plaster" and any current or future holding company, subsidiary, related company or successors and assignees of these companies or any person acting on behalf of and with the authority of Pro Image Plaster.

1.2 "Company" refers to any legal entity of Pro Image Building Supplies Pty Ltd ABN 98 607 004 400, Pro Image Plaster (Aust) Pty Ltd ABN 77 153 409 299, Pro Image Interiors Pty Ltd ABN 68 624 541 224, and Magboard Pty Ltd ABN 33 607 004 124 collectively "Pro Image Plaster" and any current or future holding company, subsidiary, related company or successors and assignees of these companies or any person acting on behalf of and with the authority of Pro Image Plaster.

1.3 "Customer" means the person/s buying the Goods and/or Services or Services as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally, and includes Credit Customer.

1.4 "Confidential Information" means any information exchanged between Pro Image Plaster and the Customer for the purposes of the Customer buying the Goods and/or Services from Pro Image Plaster, including but not limited to, the prices and payment terms offered to the Customer by Pro Image Plaster.

1.5 "Goods" means all Goods supplied by Pro Image Plaster to the Customer (and where the context so permits, shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by Pro Image Plaster to the Customer.

1.6 "GST" has the meaning given to it in the "GST Act" being a New Tax System (Goods and Services Tax) Act 1999 (Cth).

1.7 "Order" means any order for the purchase of Goods or the supply of Services placed by the Customer with Pro Image Plaster.

1.8 "Permitted Purpose" means the purchase of the Goods and/or Services from Pro Image Plaster.

1.9 "Price" means the Price payable for the Goods and/or Services as agreed between Pro Image Plaster and the Customer in accordance with clause 4 below.

1.10 "Quote" means the estimated Price given by Pro Image Plaster to the Customer to supply the Goods or perform the Services.

1.11 "Services" means all Services supplied by Pro Image Plaster to the Customer and includes any advice or recommendations (and where the context so permits, shall include any supply of Goods and/or Services as defined above).

1.12 "Terms" means these Terms and Conditions for Credit which constitute the legally binding agreement between Pro Image Plaster and the Customer for the provision of Pro Image Plaster Goods and/or Services.

1.13 "Website" means https://proimageplaster.com.au including any subdomains, therefore any other websites through which Pro Image Plaster makes its services available.

2. Acceptance

2.1 The Customer is taken to have accepted and is immediately bound, jointly and severally, by these Terms if the Customer accepts a quote or places an order for or accepts delivery of the Goods and/or Services from Pro Image Plaster.

2.2 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the *Electronic Transactions Act 2000* (Vic) or any other applicable provisions of that Act or any Regulations referred to in that Act.

2.3 The Customer acknowledges that the supply of Goods and/or Services on credit shall not take effect until the Customer has if requested completed a credit application with Pro Image Plaster and it has been approved, in writing, with a credit limit established for the account. At this point, the Customer will be deemed a "Credit Customer".

2.4 In the event that the supply of Goods and/or Services request exceeds the Customer credit limit and/or the account exceeds the payment terms, Pro Image Plaster reserves the right to refuse delivery.

3. Change in Control

3.1 The Customer shall give Pro Image Plaster fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone, email or fax number/s, or business practice). The Customer shall be liable for any loss incurred by Pro Image Plaster as a result of the Customer's failure to comply with this clause.

4. Orders and Price

4.1 At the sole discretion of Pro Image Plaster, the Price shall be either:

(a) as indicated on any invoice provided by Pro Image Plaster to the Customer; or

(b) the Price as at the date of delivery of the Goods and/or Services according to the current price list of Pro Image Plaster.

4.2 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Pro Image Plaster an amount equal to any GST Pro Image Plaster must pay for any supply by Pro Image Plaster under this or any other agreement for the sale of the Goods and/or Services. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

4.3 Pro Image Plaster will not accept an order unless the order has been delivered to Pro Image Plaster with specific details included.

4.4 Where any orders are given by the Customer verbally, Pro Image Plaster will not accept any responsibility for miscommunicated request information under any circumstances.

4.5 Once the order is placed by the Customer and has been accepted by Pro Image Plaster, the Customer will be unable to cancel the order unless Pro Image Plaster provides written acceptance of the cancellation.

5. Payment

5.1 Pro Image Plaster may, in its absolute discretion, regardless of whether credit has been granted to a Customer in relation to an account:

(a) ask for payment of Goods and/or Services prior to delivery where the Customer places orders sporadically;

(b) ask for payment of Goods and/or Services prior to delivery where Pro Image Plaster, at their absolute discretion, deem the total of an order to be of minimal value;

(c) ask for a deposit for payment of Goods and/or Services upon an order being placed; or

(d) cancel a credit facility at the discretion of Pro Image Plaster.

5.2 Time for payment for the Goods and/or Services being of the essence, the Price will be payable by the Customer on the date/s determined by Pro Image Plaster, which may be:

(a) on delivery of the Goods and/or Services;

(b) before delivery of the Goods and/or Services;

(c) thirty (30) days from the date specified on any invoice for Credit Customers, subject to clause 5.1; or

(d) other form or agreement which has been agreed, in writing, between the parties as being the date for payment.

5.3 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking or by any other method as agreed to between the Customer and Pro Image Plaster from time to time.

6. Delivery of Goods and Services

6.1 Delivery of Goods and Services shall be made to the Customer's nominated address stipulated in the Order.

6.2 It is the customer's responsibility to:

6.2.1 obtain all consents (including Body Corporate if the property is part of a Strata Plan) and to make all arrangements to provide Pro Image Plaster with access to the site where the Goods and Services are to be delivered and performed;

6.2.2 provide Pro Image Plaster with full details of any statutory restrictions or consents which may affect Pro Image Plaster in delivering the Goods or performing the Services; and

6.2.3 provide Pro Image Plaster, its contractors and employees with safe and reasonable access to the site where the Services are to be performed or to where the Goods will be delivered including the removal of any furniture or personal items that may impede access (the Customer takes full responsibility for any loss or damage caused due to the Customer not taking reasonable action to minimise the risk of damage);to allow Pro Image Plaster's employees and contractors to deliver the Goods and perform the Services during usual business hours.

6.3 Any time or date nominated or accepted by Pro Image Plaster for performance, delivery, dispatch, or arrival of the Goods or performance of the Services is an estimate only and does not constitute a term or condition of these Terms and Conditions or of the Contract.

6.4 Pro Image Plaster is not liable for the consequences of any delay as a result of any cause outside the reasonable control of Pro Image Plaster, notwithstanding that any such cause may be operative at the time of entering the Contract or accepting an Order. In these circumstances, Pro Image Plaster may reasonably extend the time for performance, delivery, dispatch or arrival of the Goods or performance of the Services, or cancel the Contract without incurring any Liability.

6.5 Time for performance, delivery, dispatch or arrival of the Goods or performance of the Services is not of the essence of the Contract and the Customer may not cancel the Contract for any failure by Pro Image Plaster to deliver the Goods or perform the Services by the estimated date.

6.6 Any variation from the plan of scheduled works, specifications or additional works that may have not been reasonably anticipated by Pro Image Plaster for the provision of the Goods and Services will be charged as a variation (Variation). If a Variation is required:

6.6.1 Pro Image Plaster will provide the Customer with a Quote for the Variation prior to commencing the Variation and the Customer must notify Pro Image Plaster whether it accepts the Variation as soon as possible but no later than five (5) days after receiving the Variation request;

6.6.2 If the Customer does not accept the Variation within the five (5) day period Pro Image Plaster is not obliged to perform the Variation. If the Customer accepts the Variation the Customer must pay for the costs of the Variation on the earlier of the next instalment date or on the date of completion of the works. Pro Image Plaster may terminate this Contract, without liability to the Customer, if the Customer does not authorise the Variation and Pro Image Plaster cannot reasonably proceed with the Services without undertaking the works proposed under the Variation.

6.7 Unless otherwise stated in writing, Pro Image Plaster may make any partial deliveries of the Goods or performance of the Services, by instalments in any amounts Pro Image Plaster may determine, and these Terms and Conditions apply to each partial delivery or instalment. Each part or instalment is taken to be sold under a separate Contract incorporating these Terms and Conditions.

6.8 Pro Image Plaster may cancel the delivery of Goods or Services at any time before the Goods are delivered by notice in writing to the Customer. Pro Image Plaster shall not be liable for any loss or damage whatever arising from such cancellation.

7. Risk

7.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery.

7.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, Pro Image Plaster is entitled to receive all of the customer's insurance proceeds payable for the Goods. The production of these terms and conditions by Pro Image Plaster is sufficient evidence of Pro Image Plaster rights to receive the insurance proceeds without the need for any person dealing with Pro Image Plaster to make further enquiries.

7.3 If the Customer requests Pro Image Plaster to deliver the Goods and leave the Goods outside Pro Image Plaster's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.

8. Title

8.1 Pro Image Plaster and the Customer agree that ownership of the Goods shall not pass until:

(a) the Customer has paid Pro Image Plaster all amounts owing to Pro Image Plaster; and

(b) the Customer has met all of its other obligations to Pro Image Plaster.

8.2 Receipt by Pro Image Plaster of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

8.3 It is further agreed that:

(a) until ownership of the Goods passes to the Customer in accordance with clause 8.1 that the Customer is only a bailee of the Goods and must return the Goods to Pro Image Plaster on request;

(b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for Pro Image Plaster and must pay to Pro Image Plaster the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;

(c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for Pro Image Plaster and must pay or deliver the proceeds to Pro Image Plaster on demand;

(d) the Customer should not convert or process the Goods or intermix them with other Goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Pro Image Plaster and must sell, dispose of or return the resulting product to Pro Image Plaster as it so directs;

(e) the Customer irrevocably authorises Pro Image Plaster to enter any premises where Pro Image Plaster believes the Goods and/or Services are kept and recover possession of the Goods;

(f) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Pro Image Plaster;

(g) Pro Image Plaster may recover possession of any Goods in transit whether or not delivery has occurred; and

(h) Pro Image Plaster may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

9. Security and Charge

9.1 In consideration of Pro Image Plaster agreeing to supply the Goods and/or Services to the Customer, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

9.2 The Customer indemnifies Pro Image Plaster from and against all Pro Image Plaster costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Pro Image Plaster rights under this clause.

9.3 The Customer irrevocably appoints Pro Image Plaster and each director of Pro Image Plaster as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 9 including, but not limited to, signing any document on the Customer's behalf.

10. *Personal Property Securities Act 2009* (PPSA)

10.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

10.2 Upon assenting to these Terms in writing the Customer acknowledges and agrees that these Terms constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or Services, and their proceeds, that have previously been supplied and that will be supplied in the future by Pro Image Plaster to the Customer.

10.3 The Customer undertakes to:

(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Pro Image Plaster may reasonably require to;

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

(ii) register any other document required to be registered by the PPSA; or

(iii) correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(ii);

(b) indemnify, and upon demand reimburse, Pro Image Plaster for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods and/or Services charged thereby;

(c) not register a financing change statement in respect of a security interest without the prior written consent of Pro Image Plaster;

(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or Services in favour of a third party without the prior written consent of Pro Image Plaster;

(e) immediately advise Pro Image Plaster of any material change in its business practices of selling the Goods and/or Services which would result in a change in the nature of proceeds derived from such sales.

10.4 Pro Image Plaster and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these Terms.

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

10.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

10.7 Unless otherwise agreed to in writing by Pro Image Plaster, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.

10.8 The Customer must unconditionally ratify any actions taken by Pro Image Plaster pursuant to this clause 10.

10.9 Subject to any express provisions to the contrary nothing in these Terms is intended to have the effect of contracting out of any of the provisions the PPSA.

11. Intellectual Property

11.1 Where Pro Image Plaster has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of Pro Image Plaster.

11.2 The Customer warrants that all designs, specifications or instructions given to Pro Image Plaster will not cause Pro Image Plaster to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Pro Image Plaster

against any action taken by a third party against Pro Image Plaster in respect of any such infringement.

11.3 The Customer agrees that Pro Image Plaster may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Pro Image Plaster has created for the Customer.

12. Defects, Warranties and Returns, *Competition and Consumer Act 2010* ("CCA")

12.1 The Customer must inspect the Goods and/or Services on delivery and must within five (5) days of delivery notify Pro Image Plaster in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods and/or Services as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow Pro Image Plaster to inspect the Goods and/or Services.

12.2 Pro Image Plaster Goods and/or Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, the Customer is entitled:

(a) to cancel your Services contract with us; and

(b) to a refund for the unused portion, or to compensation for its reduced value.

The Customer is also entitled to choose a refund or replacement for major failures with Goods and/or Services. If a failure with the Goods and/or Services and/or Services does not amount to a major failure, the Customer is entitled to have the failure rectified in a reasonable time. If this is not done, the Customer is entitled to a refund for the Goods and/or Services and to cancel the contract for the Services and obtain a refund of any unused portion. The Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Goods and/or Services and/or Services ("Non-Excluded Guarantees").

12.3 Pro Image Plaster acknowledges that nothing in these Terms purports to modify or exclude the Non-Excluded Guarantees.

12.4 Except as expressly set out in these Terms or in respect of the Non-Excluded Guarantees, Pro Image Plaster makes no warranties or other representations under these Terms including but not limited to the quality or suitability of the Goods and/or Services. Pro Image Plaster liability in respect of these warranties is limited to the fullest extent permitted by law.

12.5 If the Customer is a consumer within the meaning of the CCA, Pro Image Plaster liability is limited to the extent permitted by section 64A of Schedule 2.

12.6 If Pro Image Plaster is required to replace the Goods and/or Services under this clause or the CCA, but is unable to do so, Pro Image Plaster may refund any money the Customer has paid for the Goods and/or Services.

12.7 If the Customer is not a consumer within the meaning of the CCA, Pro Image Plaster liability for any defect or damage in the Goods and/or Services is:

(a) limited to the value of any express warranty or warranty card provided to the Customer by Pro Image Plaster at Pro Image Plaster sole discretion;

(b) limited to any warranty to which the Pro Image Plaster is entitled, if Pro Image Plaster did not manufacture the Goods and/or Services;

(c) otherwise negated absolutely.

12.8 Subject to this clause 12, returns will only be accepted provided that:

(a) the Customer has complied with the provisions of clause 12.1; and

(b) Pro Image Plaster has agreed that the Goods and/or Services are defective; and

(c) the Goods and/or Services are returned within a reasonable time at the Customer's cost (if that cost is not significant); and

(d) the Goods and/or Services are returned in as close a condition to that in which they were delivered as is possible, including in their original packaging, unopened and are otherwise in a good and saleable condition.

12.9 Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, Pro Image Plaster 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 Customer failing to properly maintain or store any Goods and/or Services;

(b) the Customer using the Goods and/or Services for any purpose other than that for which they were designed;

(c) the Customer continuing the use of any Goods and/or Services after any defect became apparent or should have become apparent to a reasonably prudent operator or user;

(d) the Customer failing to follow any instructions or guidelines provided by Pro Image Plaster; or

(e) fair wear and tear, any accident, or act of God.

12.10 Pro Image Plaster may in its absolute discretion accept non-defective Goods and/or Services for return in which case Pro Image Plaster may require the Customer to pay handling fees of up to ten percent (10%) of the value of the returned Goods and/or Services plus any freight costs. Pro Image Plaster will not accept returns of any products delivered in boxes which the customer has opened.

12.11 Notwithstanding anything contained in this clause, if Pro Image Plaster is required by a law to accept a return, then Pro Image Plaster will only accept a return on the conditions imposed by that law.

12.12 Subject to clause 12.1, customised, or non-stocklist items or Goods and/or Services made or ordered to the Customer's specifications are not acceptable for credit or return.

13. Default and Consequences of Default

13.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of ten percent (10%) per annum after as well as before any judgment.

13.2 If the Customer owes Pro Image Plaster any money the Customer shall indemnify Pro Image Plaster from and against all costs and disbursements incurred by Pro Image Plaster in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Pro Image Plaster collection agency costs, and bank dishonour fees).

13.3 Without prejudice to any other remedies Pro Image Plaster may have, if at any time the Customer is in breach obligation (including those relating to payment) under these terms and conditions Pro Image Plaster may suspend or terminate the supply of Goods and/or Services to the Customer. Pro Image Plaster will not be liable to the Customer for any loss or damage the Customer suffers because Pro Image Plaster has exercised its rights under this clause.

13.4 Without prejudice to Pro Image Plaster other remedies at law Pro Image Plaster shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Pro Image Plaster shall, whether or not due for payment, become immediately payable if:

(a) any money payable to Pro Image Plaster becomes overdue, or in the opinion of Pro Image Plaster the Customer will be unable to make a payment when it falls due;
(b) the Credit Customer has exceeded any applicable credit limit provided by Pro Image Plaster;
(c) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

14. Cancellation

14.1 Pro Image Plaster may cancel any contract to which these Terms apply or cancel delivery of Goods and/or Services at any time before the Goods and/or Services are delivered by giving written notice to the Customer. On giving such notice Pro Image Plaster shall repay to the Customer any money paid by the Customer for the Goods and/or Services. Pro Image Plaster shall not be liable for any loss or damage whatsoever arising from such cancellation.

14.2 If the Customer cancels delivery of Goods and/or Services the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Pro Image Plaster as a direct result of the cancellation.

14.3 Cancellation of orders for Goods and/or Services made to the Customer's specifications, or for items not contained on the stock list, will not be accepted once production has commenced, or an order has been placed.

15. Privacy Policy

15.1 A copy of the Privacy Policy, updated form time to time, of Pro Image Plaster can be found at https://proimageplaster.com.au or alternatively, a hard copy can be provided upon written request.

16. Unpaid Pro Image Plaster Rights

16.1 Where the Customer has left any item with Pro Image Plaster for repair, modification, exchange or for Pro Image Plaster to perform any other service in relation to the item and Pro Image Plaster has not received or been tendered the whole of any moneys owing to it by the Customer, Pro Image Plaster shall have, until all moneys owing to Pro Image Plaster are paid:
(a) a lien on the item; and
(b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected Goods and/or Services.

16.2 The lien of Pro Image Plaster shall continue despite the commencement of proceedings, or judgment for any moneys owing to Pro Image Plaster having been obtained against the Customer.

17. Service of Notices, Legal Demands and Process

17.1 Any written notice or legal demand given under this contract shall be agreed to have been given and received:
(a) by handing the notice or legal demand to the other party, in person;

(b) by leaving it at the address of the other party as specified in the credit application or as otherwise specified in writing by the other party;
(c) by sending it by registered post to the address of the other party as stated in the credit application or as otherwise specified in writing by the other party;
(d) if sent by facsimile transmission to the fax number of the other party as stated in the credit application, on receipt of confirmation of the transmission;
(e) if sent by email to the other party's email address as specified on the credit application.

17.2 Any notice or legal demand 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.

18. Trusts

18.1 If the Customer 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 Customer may have notice of the Trust, the Customer covenants with Pro Image Plaster as follows:
(a) the contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;
(b) the Customer 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 Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
(c) the Customer will not without consent in writing of Pro Image Plaster (Pro Image Plaster will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
(i) the removal, replacement or retirement of the Customer as trustee of the Trust;
(ii) any alteration to or variation of the terms of the Trust;
(iii) any advancement or distribution of capital of the Trust; or
(iv) any resettlement of the trust property.

19. Confidentiality

19.1 The Customer agrees that it will keep the Confidential Information confidential:
(a) use its best endeavours to prevent disclosure of the Confidential Information to any third parties unless the prior written consent of Pro Image Plaster has been obtained;
(b) not claim any legal, equitable or beneficial interest in the Confidential Information and warrants that any Confidential Information it receives will be used solely for the Permitted Purpose; and
(c) not use the Confidential Information in any manner which may be directly or indirectly detrimental or cause loss to Pro Image Plaster.

19.2 On written request of Pro Image Plaster:
(a) return to Pro Image Plaster all documents, disks and other computer media and all other material in the possession or control of the Customer which may contain or be derived from ideas, concepts, creations which are related to the Confidential Information or which are related to the Permitted Purpose;

(b) delete/destroy all copies of Confidential Information which cannot for practical considerations be returned to the Pro Image Plaster; and

(c) take steps to identify the Confidential Information and separate it from other documents stored by the Customer. in the event that the Confidential Information is disclosed and such disclosure is not in accordance with these Terms, the Customer will provide written notice to the recipients (or potential recipients) that the information is of a confidential nature and must not be utilised by those third parties in any manner without the Disclosing Party's prior written consent.

19.3 The Customer agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any breach of these Terms pursuant to clause 19.1, by the Customer would cause irreparable injury or damage to Pro Image Plaster which may not be capable of remedy by monetary damages alone.

19.4 If Pro Image Plaster becomes aware of a breach or anticipated breach of clause 19.1 (or has reasonable grounds to suspect that such breach will occur) the Customer agrees that in addition to all other rights available to Pro Image Plaster pursuant to these Terms, at law and/or in equity to make a claim for loss and/or damage suffered.

20. General

20.1 These terms and conditions and any contract to which they apply shall be governed by the laws of the State of Victoria, Australia and each party submits to the non-exclusive jurisdiction of the courts in the State of Victoria, Australia.

20.2 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

20.3 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

20.4 The Customer agrees that Pro Image Plaster may amend these terms with five (5) business days written notice. Provided the Customer does not notify Pro Image Plaster of any rejection or alternation of the proposed amendment within five (5) business days of receiving the written notice, the Customer will be taken to have accepted such changes.

20.5 The failure by Pro Image Plaster to enforce any provision of these Terms shall not be treated as a waiver of that provision, nor shall it affect Pro Image Plaster right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

20.6 Subject to clause 12, the liability of Pro Image Plaster shall be limited to damages which under no circumstances shall exceed the Price of the Goods and/or Services.

20.7 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Pro Image Plaster nor to withhold payment of any invoice because part of that invoice is in dispute.

20.8 Pro Image Plaster may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

20.9 These Terms shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and Pro Image Plaster.

Customer initials: _____

GUARANTEE AND INDEMNITY

To be Completed by the Guarantor/s

Pro Image Building Supplies Pty Ltd ABN 98 607 004 400, Pro Image Plaster (Aust) Pty Ltd ABN 77 153 409 299, Pro Image Interiors Pty Ltd ABN 68 624 541 224 and Magboard Pty Ltd ABN 33 607 004 124 collectively "Pro Image Plaster"

Personal/Director

A. In consideration of the agreement by the Guarantor to provide this Guarantee and Indemnity, Pro Image Plaster may agree to provide credit to _____ ("Customer") in accordance with the terms and conditions contained within this Agreement.

B. The Guarantor acknowledges and agrees that this Guarantee and Indemnity will apply to the provision of credit to the Customer and the Guarantor's obligation to make the payments to Pro Image Plaster in accordance with the terms of the Acknowledgement, and that the Guarantee and Indemnity hereby granted is enforceable by Pro Image Plaster at its sole discretion.

Guarantee and Indemnity

THE GUARANTOR UNCONDITIONALLY AND IRREVOCABLY:-

1. Guarantees the punctual payment to Pro Image Plaster of all amounts which the Customer does now or may at any time in the future owe to Pro Image Plaster.
2. Guarantees the punctual and correct compliance with all obligations (including payment obligations) which the Customer owes now or may in the future owe to Pro Image Plaster.
3. Indemnifies Pro Image Plaster against any loss that it may suffer if the Customer does not meet any of its obligations.

THE GUARANTOR/S ACKNOWLEDGE AND AGREE THAT:

4. This Guarantee and Indemnity creates a principal obligation from the Guarantor to Pro Image Plaster and it is in addition to any security which Pro Image Plaster holds from the Customer. This Guarantee and Indemnity may be enforced without Pro Image Plaster having to first take any steps against the Customer or its security.
5. This Guarantee and Indemnity is not affected and is still enforceable:

(a) If any amount owing to Pro Image Plaster by the Customer is not recoverable by Pro Image Plaster for any reason at all;

(b) If Pro Image Plaster does not comply with any law or any agreement with the Customer;

(c) If Pro Image Plaster grants any time, release or other concession to the Customer or the Guarantor;

(d) in the event of death, incapacity, administration, bankruptcy or insolvency of the Customer or of the Guarantor;

(e) if a payment by the Customer or by the Guarantor to Pro Image Plaster is set aside in bankruptcy, liquidation or official management of the Customer or of the Guarantor;

(f) if the Guarantor ceases to be director of or be involved with the Customer or the status or structure of the Customer changes at all; and

(g) if any other thing occurs which could otherwise limit the effect of this Guarantee and Indemnity.

6. This Guarantee and Indemnity is a continuing guarantee and indemnity and is not wholly or partially discharged until all arrangements between Pro Image Plaster and the Customer are ended, all amounts owing to Pro Image Plaster by the Customer are paid, and all obligations of the Customer to Pro Image Plaster are complied with in full.
7. The Guarantor agrees to waive all rights inconsistent with the terms of this Guarantee and Indemnity.
8. The Guarantor hereby charges with payment of the moneys and the compliance with all obligations secured by this Guarantee and Indemnity all beneficial interests (freehold and leasehold) in real property held now or in the future by the Guarantor. The Guarantor agrees that if demand is made upon him or her or it by Pro Image Plaster, that Guarantor will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by Pro Image Plaster to better secure the obligations of the Guarantor under this equitable mortgage and against the event that he, she or it fails to do so within a reasonable time from being so requested, that Guarantor hereby irrevocably and by way of security appoints any credit manager or solicitor engaged by Pro Image Plaster to be his or her other true and lawful attorney to execute and register such instrument.
9. The Guarantor agrees that Pro Image Plaster may seek from a credit reporting agency, a credit report containing personal information about it, him or her to assess whether to accept it, him or her as a guarantor under the terms of this Guarantee and Indemnity.
10. The Guarantor agrees that this Guarantee and Indemnity remains in force until the terms of the Acknowledgement have been fully complied with by the Customer.

11. If the Customer is a trustee of a trust, the Guarantor warrants that the Customer has full authority as trustee to enter into agreements such as the Acknowledgement.
12. If a notice or a demand is given to the Guarantor, it will mean that the terms of the notice or demand must be complied with.
13. "Customer" includes their respective successors and assigns.

    "Guarantor" includes the heirs, executors, administrators and assignees of the Guarantor.

GUARANTOR-1	**GUARANTOR-2**
SIGNED:_____	SIGNED:_____
FULL NAME:_____	FULL NAME:_____
HOME ADDRESS:_____	HOME ADDRESS:_____
_____	_____
_____	_____
SIGNATURE OF WITNESS:_____	SIGNATURE OF WITNESS:_____
NAME OF WITNESS: _____	NAME OF WITNESS: _____
ADDRESS: :_____	ADDRESS: :_____
_____	_____
_____	_____
DATE: / /20	DATE: / /20

PRO IMAGE PLASTER
PRIVACY POLICY

1 OUR COMMITMENT TO YOUR PRIVACY

1.1 Under the *Privacy Act 1988* (Cth) and the Australian Privacy Principles ("**APP**"), Pro Image Building Supplies Pty Ltd ABN 98 607 004 400, Pro Image Plaster (Aust) Pty Ltd ABN 77 153 409 299, Pro Image Interiors Pty Ltd ABN 68 624 541 224 and Magboard Pty Ltd ABN 33 607 004 124 and their associated entities (collectively "Pro Image Plaster") have obligations in respect to the collection, storage and use of personal information.

1.2 Pro Image Plaster is committed to protecting the privacy of:

(a) customers who purchase goods and services from us through our website, in person or otherwise; and

(b) any other person who provides us with personal information in the course of our business.

1.3 This Privacy Policy is to be read in conjunction with our Terms & Conditions of Trade, which are available at https://proimageplaster.com.au. In this Privacy Policy, words and phrases have the same meanings as provided for in the Terms & Conditions. In the event that there is a discrepancy between these policies then the terms of this Privacy Policy prevail.

1.4 By providing any personal information to Pro Image Plaster, you expressly represent and warrant to Pro Image Plaster that you accept this Privacy Policy.

1.5 More information on your rights under Australian law are available from the Office of the Australian Information Commissioner ("OAIC") at https://oaic.gov.au/.

1.6 If you have any questions, concerns, or complaints about Pro Image Plaster handling of your personal information or this Privacy Policy, please contact admin@proimageplaster.com.au.

2 WHAT INFORMATION DOES PRO IMAGE PLASTER COLLECT AND HOW DOES IT USE IT?

2.1 Pro Image Plaster may collect anonymous information when you interact with our Website such as your browser name, IP address, device type, operating system and web log information. Such information does not identify you personally, and we only use this information for statistical purposes and to improve the contact and functionality of the Website, to better understand our users and markets, and to improve our services.

2.2 Pro Image Plaster may use cookies to identify your computer on your server and so that Pro Image Plaster can track your use on the Website. In some instances, cookies may collect and store personal information about you. We may use cookies to recognise you as a user of the Website, to customise our services and advertising, and to collect information in order to alleviate the risk of fraud and illegal conduct. You may set your browser to refuse cookies, or to alert you when cookies are being sent. However, if you do so please note that some parts of the Website may not function properly.

2.3 When you purchase goods from us (in person, through our website or otherwise), Pro Image Plaster may collect:

(a) your name;

(b) your contact information including an address for delivery, billing address, email address, and telephone number;

(c) your demographic information such as postcode, preferences and interests; and

(d) other information relevant to customer surveys and/or offers.

2.4 Pro Image Plaster may also collect personal information directly from you in circumstances where you make direct contact with us by telephone, in writing, or via our website. Pro Image Plaster will only use personal information collected in this manner for the purpose of communicating with you or otherwise in accordance with the purpose for which you provided your personal information.

3 WHAT WE DO WITH THE INFORMATION WE GATHER

3.1 We require this information to understand your needs and to provide you with a better service, and in particular the following reasons:

(a) internal record keeping, including tracking of sales, accounting and analytics;
(b) we may use the information to improve our products and services; and
(c) we may use the information to customise the Website according to your interests.

4 SENSITIVE INFORMATION

4.1 Pro Image Plaster does not collect the following information which is deemed to be "sensitive information" under Australian law:

(a) information or an opinion about any individual's racial/ethnic origin, political opinions, membership of political associations, religious beliefs or affiliations, philosophical beliefs, membership of professional or trade associations, membership of trade unions, sexual orientation or practices, or criminal record;
(b) health information about an individual;
(c) genetic information;
(d) biometric information; or
(e) biometric templates.

5 STORAGE OF INFORMATION

5.1 Pro Image Plaster has adopted appropriate data collection, storage and processing practice, and has put in place security measures to protect against unauthorised access, alteration, disclosure or destruction of your personal information and data stored on our Website and servers.

5.2 Pro Image Plaster will only hold your personal information for as long as is reasonably necessary for the purpose for which it was collected, or to comply with any applicable legal or ethical reporting or document retention requirements.

6 SHARING OF PERSONAL INFORMATION

6.1 Pro Image Plaster may disclose, share or transfer personal information about you:

(a) where you have asked for credit, to credit reporting bodies and other third parties for the purposes of:
    (i) internal record keeping, including tracking of sales, accounting and analytics;
    (ii) obtaining a credit report;
    (iii) to notify other credit providers of a default by you;
    (iv) to exchange information with other credit providers as to the status of this credit account, where you are in default with other credit providers; and/or

(v) to assess your creditworthiness including your repayment history in the preceding two years;

(b) if we are required to do so by law;

(c) if we receive a lawful request from law enforcement agencies or other government officials;

(d) when we believe disclosure is necessary to prevent physical harm or financial loss, or in connection with an investigation of suspected or actual illegal activity; or

(e) with other third parties with your consent or direction to do so.

6.2 Some of the organisations referred to above are located outside Australia. By submitting your personal information you expressly consent to Pro Image Plaster disclosing this information to those organisations and to its storage outside of Australia.

6.3 Pro Image Plaster will take reasonable steps to ensure that each organisation that it discloses your personal information to is committed to protecting your privacy. By allowing Pro Image Plaster to disclose your personal information to other organisations, you also consent to the terms and conditions and privacy policies of these entities, which are available upon request. Please be aware that your personal information may continue to be used by third party organisations following termination of our agreement with them.

6.4 You must not include any personal information about other people in any content that you provide to the Website, unless such people have expressly provided their consent to you including their personal information in such content and to you providing the content to us for use on our Website.

7 DATA BREACHES

7.1 While Pro Image Plaster will take all reasonable endeavours to secure your data, there is the possibility of unauthorised access to, unauthorised disclosure of, or loss of your personal information that we hold ("**data breach**").

7.2 Under the Notifiable Data Breaches scheme ("NBD scheme"), where Pro Image Plaster has reasonable grounds to believe that there has been a data breach, and that it is likely to cause serious harm to one or more individuals, Pro Image Plaster will:

(a) notify the OAIC by way of the prescribed statement; and

(b) either:

(i) notify all individuals whose personal information was part of the eligible data breach; or

(ii) notify only individuals at risk of serious harm from the eligible data breach; or

(iii) if the above isn't practicable, publish a copy of the statement on our Website and take reasonable steps to publicise the contents of the statement.

7.3 Where Pro Image Plaster suspects a data breach has occurred, Pro Image Plaster will immediately conduct an investigation and if one is found, will follow the above procedure.

7.4 For more information on the NBD scheme, please visit: https://www.oaic.gov.au/privacy/notifiable-data-breaches.

8 THIRD PARTY WEBSITES AND CONTENT

8.1 This Website may contain links to other websites ("**Third Party Websites**") and Pro Image Plaster may display content or information from other websites within frames on the Website ("**Third Party Content**").

8.2 Pro Image Plaster is not responsible or liable for the handling, use or disclosure of any personal information collected by a third party (including information collected through a Third Party Website) and to the extent permitted by law Pro Image Plaster disclaims any liability resulting from the third party's failure to handle, use and disclose your personal information in accordance with the *Privacy Act 1988* (Cth).

9 ACCESS TO THE PERSONAL INFORMATION WE HOLD ABOUT YOU

9.1 You may request details of personal information which we hold about you. A small fee will be payable. If you would like a copy of the information held on you, please email us at admin@proimageplaster.com.au.

9.2 If you believe that any information we are holding on you is incorrect or incomplete, please email us as soon as possible at admin@proimageplaster.com.au. We will promptly correct any information found to be incorrect.

10 HOW WE USE COOKIES

10.1 A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Pro Image Plaster allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

10.2 We may use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our Website in order to tailor it to customer needs.

10.3 Overall, cookies help us provide you with a better Website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. However, this may prevent you from taking full advantage of the Website.

11 AMENDMENT OF THIS POLICY

11.1 Pro Image Plaster reserves the right at its sole discretion and at any time to amend this Privacy Policy by publishing the amended version on the Website.

11.2 Any amendment to this Privacy Policy will have immediate effect from the time that it is published by Pro Image Plaster on the Website. Pro Image Plaster will use its best endeavours to draw your attention to any amendments to the Privacy Policy (for example by email or by way of a notice when you log in to your account). By continuing to use the Website and/or Affiliate Program you are taken to have accepted the amended and most current Privacy Policy.

11.3 No other amendment to the Privacy Policy shall be of any effect without the written consent of Pro Image Plaster.