

# Tanks For Hire Pty Ltd – Terms & Conditions of Trade

1.	<b>Definitions</b>	9.8 The Client must unconditionally ratify any actions taken by the Supplier under clauses 9.3 to 9.5.	(b) that the Supplier does not disclose any personal information about the Client for the purpose of direct marketing.
1.1	"Supplier" means Tanks For Hire Pty Ltd ATF Tanks For Hire T/UA Tanks For Hire Pty Ltd. Its successors and assigns or any person acting on behalf of and with the authority of Tanks For Hire Pty Ltd.	9.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PSSA.	15.8 The Supplier will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
1.2	"Client" means the person's buying the Goods (and/or hiring Equipment) as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.	10.1 <b>Security and Charge</b> In consideration of the Client agreeing to supply the Services/Equipment, the Client 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 Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).	15.9 The Client can make a privacy complaint by contacting the Supplier via e-mail. The Supplier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. If the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at <a href="http://www.oaic.gov.au">www.oaic.gov.au</a> .
1.3	"Services" means all Services or Goods supplied by the Supplier to the Client at the Client's request from time to time where the context so permits the terms "Services" or "Goods" shall be interchangeable for the other.	10.2 The Client indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising its rights under these terms and conditions.	16. <b>Unpaid Seller's Rights</b> Where the Client has left any item with the Supplier for repair, modification, exchange or for any other reason, and the Client does not receive the item and the Supplier has not received or been handed the whole of any money owing to it by the Client, the Supplier shall have, until all moneys owing to the Supplier are paid: (a) a lien on the item and (b) a right to resell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
1.4	"Equipment" means all Equipment including any accessories supplied on hire by the Supplier to the Client (and where the context so permits shall include any supply of Services). The Client shall be deemed to have accepted the equipment on hire, or any other work authorisation form provided by the Supplier to the Client.	10.3 The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Client's behalf.	16.2 The lien of the Supplier shall continue despite the commencement of proceedings, or judgment for any moneys owing to the Supplier having been obtained against the Client.
1.5	"Minimum Hire Period" means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by the Supplier to the Client.	11. <b>Price and Returns</b> The Client must inspect the Goods/Equipment on delivery and must within forty eight (48) hours of delivery notify the Supplier in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods/Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Supplier to inspect the Goods/Equipment.	17. <b>General</b> The Supplier to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, enforceability, legality and enforceability of the remaining provisions shall not be affected.
1.6	"Price" means the price payable for the hire of the Equipment hire as agreed between the Supplier and the Client in accordance with clause 4 below.	11.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied warranties and warranties (including, without limitation the statutory guarantee under the CCA) may be implied into these terms and conditions ( <b>Non-Excluded Guarantees</b> ).	17.1 These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia in which the Supplier has its principal place of business, and are subject to the jurisdiction of the Armadale Courts in Western Australia.
2.1	<b>Acceptance</b> The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order or accepts delivery of the Services/Equipment.	11.3 The Supplier excludes that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	17.2 The Client agrees that the Supplier shall not be liable for any consequential loss or profit suffered by the Client arising out of a breach by the Supplier of these terms and conditions (alternatively the Supplier's liability shall be limited to damages which under no circumstances shall exceed the Price of the Services/Equipment hire).
2.2	These terms and conditions may only be amended with the Supplier's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Supplier.	11.4 The Client's liability in respect of these warranties is limited to the fullest extent permitted by law.	17.3 The Client agrees that the Supplier may amend these terms and conditions at any time. If the Supplier makes a change to these terms and conditions, then that change will take effect from the date the Supplier notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Supplier to provide Services/Equipment to the Client.
3.	<b>Change in Control</b> The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.	11.5 If the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule 2.	17.4 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.
3.1	The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.	11.6 If the Client is required to replace the Goods under this clause or the CCA, but is unable to do so, the Supplier may retain any money the Client has paid for the Goods.	17.5 The Client 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.
4.	<b>Price and Payment</b>	11.7 The Client's liability for any defect or damage in the Goods is: (a) limited to the value of any express warranty or warranty card provided to the Client by the Supplier at the Supplier's sole discretion; (b) limited to any warranty to which the Supplier is entitled, if the Supplier did not manufacture the Goods; (c) otherwise negated absolutely.	17.6 The Client 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.
4.1	At the Supplier's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Supplier to the Client or (b) the Supplier's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	11.8 Subject to this clause 11, returns will only be accepted provided that: (a) the Client has complied with the provisions of clause 11.1 and (b) the Supplier has agreed that the Goods are defective and (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and (d) the Goods are returned in as close a condition to that in which they were delivered as is practicable.	17.7 The Client 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.
4.2	The Supplier reserves the right to change the Price in the event of a variation to the Supplier's quotation. Any variation from the plan of scheduled Services or specifications of the Equipment (including, without limitation, a variation as a result of limitations to the site, accessibility of machinery, unauthorised extension to agreed hire period, safety considerations, fuel replacement or repair costs that result in increases to the Supplier in the cost of taxes, levies, materials and labour) will be charged for on the basis of the Supplier's quotation and will be shown as variations on the invoice.	11.9 Notwithstanding clauses 11.1 to 11.8 but subject to the CCA, the Supplier 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 Client failing to properly maintain or store any Goods/Equipment; (b) the Client using the Goods/Equipment for any purpose other than that for which they were intended; (c) the Client continuing the use of the Goods/Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (d) the Client failing to follow any instructions or guidelines provided by the Supplier; (e) fair wear and tear, any accident, or act of God.	17.8 The Client 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.
4.3	The Supplier's sole discretion as to a non-refundable deposit may be required.	11.10 In the case of second hand Goods, unless the Client is a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second hand Goods prior to delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by the Supplier as to the quality or suitability for any purpose and any implied warranty that the Supplier has agreed to provide the Client with the second hand Goods and calculated the Price of the second hand Goods in reliance of this clause 11.10.	17.9 The Client 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.
4.4	Time for payment for the Services/Equipment being of the essence. The Price will be payable by the Client on the date/s determined by the Supplier, which may be: (a) before delivery of the Services/Equipment; (b) thirty (30) days following the date of the invoice which is posted to the Client's address or address for notices; (c) the date specified on any invoice or other form as being the date for payment; or (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice received by the Client by the Supplier.	11.11 The Supplier may in its absolute discretion accept non-defective Goods for return in which case the Client shall be liable to the Supplier for handling fees of up to thirty percent (30%) of the value of the returned Goods plus any freight costs.	18. <b>Hire Period</b> Where the Equipment does not have a timing device installed hire charges shall commence from the time the Equipment is collected by the Client from the Supplier's premises and will continue until the Client notifies the Supplier that the Equipment is available for collection, and/or until the date upon which the Client advises of termination shall in all cases be treated as a full day's hire.
4.5	Payment may be made by cheque, bank cheque, electronic/in-banking credit card (plus a surcharge of up to two and a half percent (2.5%) of the Price), or by any other method as agreed to between the Client and the Supplier.	11.12 Notwithstanding anything contained in this clause if the Supplier is required by a law to accept a return then the Supplier will only accept a return on the conditions imposed by that law.	18.1 Where the Equipment does not have a timing device installed hire charges shall commence from the time the Equipment is collected by the Client from the Supplier's premises and will continue until the Client notifies the Supplier that the Equipment is available for collection, and/or until the date upon which the Client advises of termination shall in all cases be treated as a full day's hire.
4.6	Unless otherwise stated the Price does not include GST. In addition to the Price the Client 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.	12. <b>Intellectual Property</b> Where the Supplier has designed, drawn or developed Services/Equipment for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Supplier and the Supplier's remedies at law the Supplier will enforce under these terms and conditions the Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier has exercised its rights under this clause.	18.2 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.
5.	<b>Delivery of Services/Equipment</b>	12.1 Where the Supplier has designed, drawn or developed Services/Equipment for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Supplier and the Supplier's remedies at law the Supplier will enforce under these terms and conditions the Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier has exercised its rights under this clause.	18.3 The Client 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.
5.1	<b>Delivery ("Delivery")</b> of the Services/Equipment is taken to occur at the time that: (a) the Client or the Supplier's nominated carrier takes possession of the Goods/Equipment at the Supplier's address; (b) the Supplier (or the Supplier's nominated carrier) delivers the Services/Equipment to the Client's nominated address even if the Client is not present at the address.	12.2 The Client warrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Supplier against any action taken by a third party against the Supplier in respect of any such infringement.	18.4 The Client 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.
5.2	At the Supplier's sole discretion the cost of delivery is in addition to the Price.	12.3 The Client warrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Supplier against any action taken by a third party against the Supplier in respect of any such infringement.	18.5 The Client 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.
5.3	The Client must take delivery of the Goods/Equipment at the Supplier's premises or at the Client's nominated address. In the event that the Client is unable to take delivery of the Goods/Equipment as arranged then the Supplier shall be entitled to charge a reasonable fee for redelivery of the Services/Equipment and/or the storage of the Equipment.	13. <b>Default and Consequences of Default</b> Interest on overdue monies shall accrue daily from the date when payment becomes due. In the event of a default of two and a half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.	18.6 The Client 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.
5.4	The Supplier may deliver the Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	13.1 Interest on overdue monies shall accrue daily from the date when payment becomes due. In the event of a default of two and a half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.	18.7 The Client 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.
5.5	Any time or date given by the Supplier to the Client is an estimate only. The Client must still accept delivery of the Goods/Equipment even if late and the Supplier will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.	13.2 If the Client owes the Supplier any money the Client shall not indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Supplier's contract default fee, and bank dishonour fees).	18.8 The Client 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.
6.	<b>Risk to Goods</b>	13.3 Without prejudice to any other remedies the Supplier may have, if at any time the Client is in breach of these terms and conditions, the Supplier may suspend or terminate the supply of Services/Equipment to the Client. The Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier has exercised its rights under this clause.	18.9 The Client 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.
6.1	Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.	13.4 The Client warrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Supplier against any action taken by a third party against the Supplier in respect of any such infringement.	18.10 The Client 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.
6.2	Any loss or damage to the Goods destroyed following delivery but prior to ownership passing to the Client, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make other enquiries.	14. <b>Cancellation</b> The Supplier may cancel any contract to which these terms and conditions apply or cancel delivery of Services/Equipment at any time before the Services/Equipment are delivered by giving written notice to the Client. On giving such notice the Supplier shall repay to the Client any money paid by the Client for the Services/Equipment. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.	18.11 The Client 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.
6.3	If the Client requires the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.	14.1 The Supplier may cancel any contract to which these terms and conditions apply or cancel delivery of Services/Equipment at any time before the Services/Equipment are delivered by giving written notice to the Client. On giving such notice the Supplier shall repay to the Client any money paid by the Client for the Services/Equipment. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.	18.12 The Client 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.
7.	<b>Specifications of the Goods/Equipment</b>	14.2 In the event that the Client cancels delivery of Services/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Supplier as a direct result of the cancellation (including but not limited to any loss of profits).	18.13 The Client 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.
7.1	The Client acknowledges that: (a) all descriptive specifications, illustrations, drawings, data, dimensions and weights stated in the Supplier's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information for the purpose of making a sale or purchase, and does not form part of the contract, unless expressly stated as such in writing by the Supplier;	14.3 Cancellation of orders for Goods/Equipment made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.	18.14 The Client 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.
8.	<b>Title to Goods</b>	15. <b>1988</b> The Client agrees for the Supplier to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by the Supplier.	18.15 The Client 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.
8.1	The Supplier and the Client agree that ownership of the Goods shall not pass until: (a) the Client has paid the Supplier all amounts owing to the Supplier; and (b) the Client has met all the conditions of the Supplier's description, and does not form part of the contract, unless expressly stated as such in writing by the Supplier;	15.1 The Client agrees for the Supplier to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by the Supplier.	18.16 The Client 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.
8.2	Receipt by the Supplier 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.	15.2 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.	18.17 The Client 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.
8.3	It is further agreed that: (a) until ownership of the Goods passes to the Client in accordance with clause 8.1 that the Client is only a bailee of the Goods and must return the Goods to the Supplier on request;	15.3 The Client consents to the Supplier being given a consumer credit report to collect overdue payments from the Client in relation to any loss of profits.	18.18 The Client 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.
9.	<b>Personal Property Securities Act 2009 ("PPSA")</b>	15.4 The Client agrees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other agreed purposes or required by): (a) the provision of Services/Equipment; and/or (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services/Equipment; and/or (c) processing any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or (d) providing the correct amounts outstanding in relation to the Services/Equipment.	18.19 The Client 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.
9.1	In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.	15.5 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.	18.20 The Client 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.
9.2	Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods/Equipment that has previously been supplied and that will be supplied in the future by the Supplier to the Client.	15.6 The information given to the CRB may include: (a) personal information as outlined in 15.1 above; (b) name of the credit provider and that the Supplier is a current credit provider to the Client; (c) whether the credit provider is a licensee; (d) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); (e) details of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for overdue payment has been made and a debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Supplier has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); (f) any information that, in the opinion of the Supplier, the Client has committed a serious credit infringement; (g) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	18.21 The Client 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.
9.3	The Client undertakes that: (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 the Supplier 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 9.3(a)(i) or 9.3(a)(ii); (b) indemnify, and upon demand reimburse, the Supplier 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/Equipment charged thereby; (c) not register a financing change statement in respect of a security interest without the prior written consent of the Supplier; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods/Equipment in favour of a third party without the prior written consent of the Supplier; (e) immediately advise the Supplier of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.	15.7 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.	18.22 The Client 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.
9.4	The Supplier and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.	15.8 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.	18.23 The Client 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.
9.5	The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.	15.9 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.	18.24 The Client 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.
9.6	The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.	15.10 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.	18.25 The Client 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.
9.7	Unless otherwise agreed to in writing by the Supplier, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.	15.11 The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.	18.26 The Client 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.