

# CREDIT ACCOUNT APPLICATION FORM

## 1. APPLICANT DETAILS

Applicant name: \_\_\_\_\_ Trading as: \_\_\_\_\_  
ABN: \_\_\_\_\_ ACN: \_\_\_\_\_ Member #: \_\_\_\_\_  
(if applicable)

Street address: \_\_\_\_\_

Postal address: \_\_\_\_\_

### GENERAL ENQUIRIES

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

### ACCOUNT ENQUIRIES

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

### PURCHASE ENQUIRIES

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Statements will be emailed out at the end of the month, please nominate your preferred email: \_\_\_\_\_

General

Account

Purchase

## COMPANY INFORMATION

Nature of business: \_\_\_\_\_

Sole trader

Partnership

Company (Pty Ltd)

Trust

Other – Please specify:  
(incl. Government)

Date commenced: \_\_\_\_\_

## FINANCIAL INFORMATION

Company total assets: \_\_\_\_\_

Company total liabilities: \_\_\_\_\_

Amount of credit requested\*: \_\_\_\_\_  
(If > \$10k please enclose financials)

Have you or your officers or affiliates filed a petition of bankruptcy? \_\_\_\_\_

Yes

No

Is your business subject to any litigation?  
If so, please describe: \_\_\_\_\_

Yes

No

## 2. TRADE REFERENCES

Business name: \_\_\_\_\_

Business name: \_\_\_\_\_

Business name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Account opened since: \_\_\_\_\_

Account opened since: \_\_\_\_\_

Account opened since: \_\_\_\_\_

Credit limit: \_\_\_\_\_

Credit limit: \_\_\_\_\_

Credit limit: \_\_\_\_\_

Current balance: \_\_\_\_\_

Current balance: \_\_\_\_\_

Current balance: \_\_\_\_\_

### 3. DETAILS OF SOLE TRADER / PARTNERS / DIRECTORS OR TRUSTEES\*

Full name:	Full name:	Full name:
Address:	Address:	Address:
Telephone:	Telephone:	Telephone:
Driver's licence #:	Driver's licence #:	Driver's licence #:
D.O.B:	D.O.B:	D.O.B:

\* ID required for at least one of those listed, please see **section 9** for appropriate forms of identification.

### 4. METHODS OF PAYMENT

The following are the available methods of payment:

- Direct debit – bank account or credit card
- Bpay
- Direct credit
- Credit card

#### DIRECT DEBIT REQUEST

I/We authorise The Hastings Co-operative - User ID 219452 until further notice in writing to arrange for funds to be debited from my/our account, at the Financial Institution identified below, any amounts which The Co-op may debit or charge me/us through the Bulk Electronic Clearing System (BECS).

#### BANK ACCOUNT AUTHORITY

I/We request this arrangement to remain in force, until I notify The Co-op in writing of its cancellation in accordance with the financial details set out below:

Account name:	BSB:	Account number:
Bank name:	Address:	
Signature:	Signature:	
Name:	Name:	
Date:	Date:	

#### CREDIT CARD AUTHORITY

Please charge my credit card with the monthly account statement amount that is due. This authority shall stand in respect of the below specified card and in respect of any card issued to me in renewal or replacement of theft thereof, until I notify The Co-op in writing of its cancellation.

Cardholder's name:	<input type="radio"/> Mastercard	<input type="radio"/> Visa
Card number:	Expiry date:	CCV:
Signature:	Date:	

#### BPAY



Contact your bank, credit or building society to make this payment from your cheque or saving account. Quote biller code **334201** and use the reference number as per the details specified on the front of your statement.

#### DIRECT CREDIT

Transfer funds directly to The Co-op using computer based banking software. Call 02 6588-8999 for details.

## CREDIT CARD



### Processing fees

Visa / Mastercard - 1.5%

Amex (at selected locations) – 3.5%

## 5. GUARANTOR DETAILS – COMPANY (PTY LTD) / TRUSTS ONLY

Full name:	Full name:	Full name:
Address:	Address:	Address:
Years at address:	Years at address:	Years at address:
Driver's licence #:	Driver's licence #:	Driver's licence #:
D.O.B:	D.O.B:	D.O.B:
Signature:	Signature:	Signature:

## WITNESS SECTION

Full name:	Full name:	Full name:
Address:	Address:	Address:
Signature:	Signature:	Signature:

## NOTES

Please see **section 10** for guarantee and indemnity information.

1. For a Company (Pty Ltd), all directors must sign this guarantee and indemnity
2. For a Trust, the directors of any company that is a trustee of the Trust and any beneficiaries listed in the trust deed who are not also directors must sign this guarantee and indemnity.
3. Witnesses must be over 18 years of age and must not be a director of the customer.
4. If more than three guarantors, please photocopy this page.

## 6. SIGNATURE OF APPLICANT

On behalf of the business nominated in this application, I/we being the duly authorised officer(s) have read and agree to accept the terms and conditions for the establishment, operation and use of an account (outlined in sections 7 to 11 of this form) and hereby apply for the establishment of an account. I/We warrant that the information provided by me/us in this application is true and complete.

Signature	Signature:
Name:	Name:
Date:	Date:

## RETURN FORM TO -

Email - admin@hastingscoop.com.au

Mail - PO Box 354 Wauchope NSW 2446

Fax - (02) 6588 8977

In Person - Level 1, 9-13 High Street Wauchope NSW 2446

If you have any queries, please don't hesitate to contact Accounts Payable on (02) 6588 8999

## 7. PRIVACY DECLARATION

If The Co-op considers it relevant in assessing my/our credit application for credit, I/We consent to The Co-op obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to the commercial credit provided by The Co-op.

I/We authorise The Co-op to use that report or any information derived from that report in assessing this application and for any purposes permitted under the Privacy Act 1988. Further I/We authorise The Co-op to make any additional checks that The Co-op sees fit to continue the credit assessment.

I/We agree that The Co-op may give to and seek from any credit providers named in this credit application and any credit providers that maybe named in a credit report issued by a credit reporting agency information about my/our credit arrangements.

I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to receive or give to each other under the Privacy Act 1988.

## 8. TERMS AND CONDITIONS

By signing this credit application, the applicant:

- Applies to establish credit facilities with Hastings Co-operative Limited (The Co-op);
- Declares that any credit provided to the applicant by The Co-op is wholly or predominantly for business purposes and acknowledges that by signing this application the applicant has no recourse to the Consumer Credit Code;
- Warrants to The Co-op that the information provided in this credit application is true and correct and not misleading in any respect;
- Agrees to abide by the standard terms and conditions (copy attached) and acknowledges that all product supplied is done so under these standard terms and conditions; and
- Agrees that The Co-op is not obligated to grant credit to the Applicant and that any credit facility may be withdrawn or reduced without prior notice from The Co-op at its sole and absolute discretion.

Consents to and authorises The Co-op to:

- Obtain a credit report containing credit information (including personal consumer credit information) about the applicant from a credit reporting agency for the purpose of assessing the Applicant's application for credit;
- Give commercial credit information about the applicant to any credit reporting agency; and
- Provide commercial credit information about the applicant to the other credit providers for the purpose of assessing a credit application.

## 9. IDENTIFICATION REQUIREMENTS

Please note that a minimum of 1 applicant must provide sufficient identification to the satisfaction of The Co-op. As a general rule a minimum of 2 documents will be required. Forms of acceptable identification are:

1. Current passport
2. Drivers licence
3. Birth certificate
4. Australian citizenship certificate
5. Credit card
6. Tertiary identification card
7. Medicare card
8. Utilities account
9. Electoral roll card

The Co-op must be satisfied as to the Bona Fides of the applicant to the credit application and may require additional documents before proceeding to provide credit.

## 10. GUARANTEE AND INDEMNITY

In this Guarantee and Indemnity, "Guarantor" means the party or parties referred to as the Guarantor whose details and signatures are documented under section 5. Where this Guarantee and Indemnity is signed by more than one party, each of the parties is bound by it jointly and separately.

This Guarantee and Indemnity makes the Guarantor liable for all money owing by the Customer to The Co-op under The Co-op's standard terms and conditions or any other agreement between The Co-op and the Customer. The Guarantor acknowledges that The Co-op has recommended that the Guarantor seek independent legal and financial advice before signing this Guarantee and Indemnity. The Guarantor acknowledges to have read and agreed to the effect of this Guarantee and Indemnity.

The Guarantor agrees that If the Co-op approves the Customer's application for a Co-op account, this Guarantee and Indemnity will be irrevocable and will remain in force until discharged in accordance with its terms.

In consideration of The Co-op, at the request of the Guarantor agreeing to extend credit accommodation to the Customer and supply goods and services to the Customer on credit the Guarantor agrees as follows;

1. The Guarantor unconditionally and irrevocably guarantees to The Co-op the due and punctual;
  - a. Payment by the Customer of all sums of money, interest and damages now or in the future owing (actual or contingently) by the Customer to The Co-op (The guaranteed money); and
  - b. Performance and observance of all the Customer's obligations to The Co-op including the obligation to pay the guaranteed money and any obligations arising under The Co-op's standing terms and conditions or any other agreement between The Co-op and the Customer (the Guaranteed Obligations).
2. If the Customer defaults in the due and punctual payment of the guaranteed money or any part of it, the Guarantor must pay that money to The Co-op on demand.
3. The Guarantor must indemnify The Co-op and pay to The Co-op on demand any and all expenses incurred by The Co-op in relation to the enforcement of this Guarantee and Indemnity including legal costs and expenses, costs of any agents or contractors acting on behalf of The Co-op in respect of any recovery or attempted recovery of any amount due by the Guarantor or the Customer to The Co-op.
4. If the Customer defaults in the due and punctual performance of any of the Guaranteed obligations, the Guarantor irrevocably and unconditionally indemnifies The Co-op against all liability, damage, loss and expense which The Co-op may suffer as a result of the default and must pay the amount or any such loss on demand to or as directed by The Co-op.
5. The obligations of the Guarantor under this Guarantee and Indemnity are absolute and unconditional and the liability of the Guarantor under this Guarantee and Indemnity extends to and is not affected by any act, omission, matter or thing, which but for this provision might operate to exonerate the Guarantor from the Guarantor's obligations in whole or in part including, without limitation, any one or more of the following (whether occurring with or without the consent of any person)
  - a. Any legal limitation, disability, incapacity or other circumstance related to the Customer, the Guarantor or any other person;
  - b. The granting to the Customer, the Guarantor or any other person of any time, waiver or other indulgence or concession or any whole or partial discharging or releasing of the Customer, the Guarantor or any other person;
  - c. The resignation of the Guarantor as director of the Customer;
  - d. Any transaction or arrangement that may take place between The Co-op and the Customer, the Guarantor or any other person;
  - e. The winding up or bankruptcy or death of, or the appointment of an administrator to the Customer, the Guarantor or any other person;
  - f. The fact that The Co-op or any other person takes or fails to take any other guarantee or security interest;
  - g. The fact that The Co-op or any other person exercises or refrains from exercising any other guarantee or security interest or any of the rights, powers or remedies conferred on it by law or by any agreement or fails to recover, by exercise of any such rights, any money owing to The Co-op by the Customer;
  - h. The fact that any person who was intended to be bound as a Guarantor or surety in respect of the Customer's obligations does not become bound or have done so, ceases to be bound;
  - i. Any laches, acquiescence, delay, acts, omissions or mistake on the part of, or suffered by The Co-op or any other person in relation to this Guarantee and Indemnity or any other guarantee, security interest, agreement or negotiated instrument;
  - j. The Co-op becoming a party to any compromise or scheme or assignment of property by or relating to the Customer or the Guarantor or the acceptance by The Co-op of any dividend or sum of money under such a compromise, scheme or assignment;
  - k. Any judgement or rights which The Co-op may have or exercise against the Customer, the Guarantor or any other person;
  - l. If the Customer or the Guarantor is a trustee, any breach of trust or any variation of the terms of trust, or its determination;
  - m. The failure by any director of the Customer or any other person intended to be a Guarantor to sign or otherwise become bound by this Guarantee and Indemnity; or
  - n. Any act or omission of The Co-op which prejudices a Guarantor; the failure by The Co-op to give notice to the Guarantor of any default by the Customer or any other person.
6. The Guarantor's obligations
  - a. Are principal obligations and not ancillary or collateral to any other obligation;
  - b. May be enforced against the Guarantor without The Co-op being required to exhaust any remedy it may have against the Customer or to enforce any other guarantee or security interest they may hold with respect to the guaranteed obligations; and
  - c. Are unlimited as to the amount which the Guarantor may be liable to pay to The Co-op.
7. A certificate by The Co-op relating to this Guarantee and Indemnity or the guaranteed obligations, in the absence of manifest error, is prima facie evidence of the indebtedness of the Customer for which the Guarantor is liable pursuant to the terms of this Guarantee and Indemnity.
8. Any demand or notice under this Guarantee and Indemnity may be signed by The Co-op or on behalf of The Co-op by an attorney, director, secretary, manager or officer of The Co-op or The Co-op's lawyers and without prejudice to any other lawful mode of service, may be served by delivering it to the Guarantor at the address set out in this Guarantee and Indemnity or by posting it to that address or the Guarantor residence or place of business last known to The Co-op. If posted, a notice or demand will be deemed to have been served on the next business day following the date of posting.

9. The Guarantor must do all things and sign, execute and deliver all deeds and other documents as may be legally necessary or reasonable required of it by notice from The Co-op to carry out and give effect to the terms and conditions of this Guarantee and Indemnity and to perfect, protect and preserve The Co-op's rights under this Guarantee and Indemnity.
10. If payment of any amount owing by the Guarantor to The Co-op is not made by the due date the Guarantor agrees to pay on demand simple interest on the amount due at a rate equal to the rate prescribed in The Co-op's standard terms and conditions calculated daily by The Co-op on the principle amount due, payable from the due date to the date of payment.
11. The Guarantee and Indemnity is governed by and construed in accordance with the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of such court for the purposes of any such action, suit or proceeding.
12. Each Guarantor signing this Guarantee and Indemnity is deemed to unconditionally sign, seal and deliver it as a deed with the intention of being immediately legally bound by this Guarantee and Indemnity.

## 11. STANDARD CONTRACT TERMS FOR THE SUPPLY OF GOODS AND SERVICES MAY 2015

These terms and conditions form part of each agreement between the Hastings Co-operative Limited (The Co-op) (ABN 86 601 035 121) and the customer for the supply of goods and services on terms of trade. These terms and conditions in this document apply to the sale of goods by us to you. They supersede all previous terms and conditions. When you place an order for goods and services with us, accept delivery of goods, make payment or comply with these terms and conditions you have taken to have accepted them.

### 1. General Interpretation and definitions

- a. **The Act** means the *Competition and Consumer Act 2010*.
- b. **Claim** means any claim, demand, action or proceeding.
- c. **Contract** means the contract between the Co-op and the Purchaser for or in relation to the sale and purchase of goods and or services.
- d. **Goods** means any item or service of whatsoever nature which is sold or is to be sold by the Co-op to the Purchaser. It includes all or any part of materials supplied or to be supplied.
- e. **PPSA** means the Personal Property Securities Act 2009 as amended.
- f. **PPS Register** means the personal property securities register established under section 146 of the PPSA.
- g. **Prescribed terms** means any terms, conditions, guarantees and warranties which the Act and any other law expressly provides may not in respect of the contract be excluded, restricted or modified, or may be excluded, restricted or modified only to a limited extent.
- h. **Security interest** has the meaning given under the PPSA.
- i. **Secured Monies** means all debts and monetary liabilities you owe to us on any account or under or in relation to any agreements between us for the sale of goods and in any capacity and irrespective of where they are owed or incurred as principal, interest, fees, charges, taxes, damages, losses, costs or expenses or on any other account.
- j. Words importing the singular number shall be deemed to include the plural and vice versa. Words importing the male gender shall be deemed to include the female gender and vice versa.
- k. Headings in these terms and conditions are provided for convenience only and do not affect the interpretation thereof.

### 2. General

- a. Subject to any prescribed terms, this document, with the relevant sales confirmation embodies the sole terms and conditions of the contract between the Co-op and the Purchaser and supersedes all other conditions and agreements between the parties, unless expressly amended in writing by the Co-op.
- b. These terms and conditions shall without further notice, apply to all future transactions between The Co-op and the Purchaser in relation to the sale and purchase of goods and services, whether or not this document is delivered or executed in the course of the transaction.
- c. All purchase orders supplied by the Purchaser are subject to acceptance by the Co-op and no contract will exist until the Co-op issues a confirmation that the goods can be supplied.

### 3. Payment

- a. Unless otherwise agreed by the parties in writing or when the Purchaser has participated in the facility (refer to section 14), payment for goods and services supplied by the Co-op to the Purchaser shall be made by the Purchaser to the Co-op within 21 days from the end of the month in which the invoice is dated.
- b. A monthly Statement will be issued to the Purchaser setting out all purchases made during the preceding calendar month. The total balance outstanding as at the last business day of the month becomes due and payable in full.
- c. Time for payment of the price of the goods shall be the essence of the contract and if the Purchaser fails to pay the price when due The Co-op may treat the Contract as repudiated by the Purchaser or may, unless payment in full is made, suspend delivery of the goods the subject of the contract and any goods the subject of any other contract with the Purchaser without incurring any liability whatsoever to the Purchaser in respect thereof.
- d. In addition, without prejudice to The Co-op, the Purchaser shall pay the following fees on all overdue accounts;
  - i. A \$10.00 per month administration fee may be charged for managing the overdue account.; and
  - ii. An overdue account fee calculated at 18% p.a. calculated daily and charged monthly.

- e. Notwithstanding any rights of lien to which The Co-op may otherwise be entitled, The Co-op shall have a specific lien (including the right of sale) over the goods the subject of the contract and any goods the subject of any other contract with the Purchaser until the price of the goods has been paid in full.
- f. The Purchaser shall not be entitled to make a deduction from the price of the goods in respect of any off-set or counter claim.

4. Delivery

- a. Any time or date named and accepted by the Co-op for completion, delivery, dispatch, shipment or arrival is an estimate only and does not constitute a condition of the contract or part of the description of the goods and is not the essence of the contract.
- b. Unless otherwise stated in writing, the Co-op may make partial deliveries or deliveries by instalment in any amount it may determine and each such partial delivery or delivery by instalment shall be treated as a separate contract.
- c. The Purchaser shall notify the Co-op within 2 business days of delivery of any shortfall in or loss or damage to goods delivered. Failure to so notify shall, subject to any prescribed terms disentitle the Purchaser to any remedy in respect to the shortage, loss or damage.

5. Risk and Title

- a. Except as otherwise provided herein, the goods supplied by The Co-op to the Purchaser shall be at the Purchaser's sole risk immediately on their delivery to the Purchaser.
- b. Property and title in the goods supplied by the Co-op to the Purchaser will not pass to the Purchaser until such time as the goods the subject of the contract and all other goods supplied by the Co-op have been paid for in full. Until that time, the Purchaser shall store the goods, including goods into which the supplied goods have been mixed, in such a manner as to show clearly that they are the property of the Co-op and shall upon The Co-op's demand deliver up such goods to The Co-op. In default of such delivery The Co-op may by its servants and agents enter the Purchaser's premises at any time without notice to repossess the goods.
- c. Subject to the PPSA, until such time as the goods have been paid for in full the Purchaser is at liberty to sell the goods, including the goods into which The Co-op's goods have been mixed, in the ordinary course of business, and the Purchaser shall hold the proceeds in trust for The Co-op and promptly account to The Co-op for those proceeds in payment of the purchase price of the goods.
- d. The Purchaser and the Co-op agree that the provisions of this clause apply notwithstanding any agreement between the parties under which the Co-op grants the Purchaser credit.
- e. The Purchaser agrees that they will not mortgage, charge or encumber the goods whilst in its possession until payment in full has been made to The Co-op.

6. Personal Property Securities Act 2009

- a. The terms "Collateral", "Debtor", "Financing Charge Statement", "Financing Statement", "Grantor", "Proceeds", "Secured Party", "Security Agreement" and "Security Interest" have the meanings given in the PPSA.
- b. The Purchaser acknowledges and agrees that by accepting these terms and conditions which form part of the contract, they shall (together with the credit account application as far as necessary) constitute a security agreement that covers the Collateral for the purposes of the PPSA:
  - i. The Co-op holds (as Secured Party) a Security Interest over all of the present and after acquired goods supplied by the Co-op to the Purchaser and any Proceeds of the Sale of those goods ("Collateral");
  - ii. That any purchase by the Purchaser on credit terms from The Co-op or retention of title supply pursuant to clause 5 hereof will constitute a purchase money security interest as defined under section 14 of the PPSA ("PMSI");
  - iii. The PMSI granted herein will continue to apply to any goods coming into existence or proceeds of sale of goods coming into existence.
  - iv. The Co-op will continue to hold a security interest in the goods in accordance with and subject to the PPSA notwithstanding that the goods may be processed, co-mingled or become an accession with other goods.
  - v. Any security interest will be a continuing and subsisting interest in the Collateral with priority to the fullest extent permitted by the law over all registered and unregistered security interest;
  - vi. In addition to any other rights under these terms and conditions or otherwise arising, The Co-op may exercise any and all remedies afforded to it as a Secured Party under chapter 4 of the PPSA including, without limitation, entry into any building or premises owned, occupied or used by the Purchaser, to search for and seize, dispose of or retain those goods in respect to which the Purchaser has granted a Security interest to the Co-op.
  - vii. The Co-op can register its security interest on the PPS Register and any registration shall apply to all present, future or continuing supplies of goods to the Purchaser. As far as legally enforceable any PMSI will be deemed to have been recorded on the PPS Register before the Purchaser took possession of the goods.
  - viii. The Purchaser agrees to waive their right under section 157 of the PPSA to receive a notice of a verification statement in relation to a registration event concerning a registration undertaken by The Co-op now or in the future involving the Purchaser as grantor in the registration where the collateral to which the registration event relates is (immediately before or after the event) described in the registration as commercial property.
- c. The Purchaser undertakes to:
  - i. Sign any further documents and provide such information which the Co-op may reasonably require to register, amend or update a Financing Statement or Financing Charge Statement in relation to a security interest on the PPS register;
  - ii. Indemnify and upon demand reimburse The Co-op for all expenses incurred in registering a financing statement or financing charge statement on the PPS register or releasing any security interests;

- iii. Not register or permit to be registered a financing change statement in the collateral without the prior written consent of the Co-op; and
- iv. Provide The Co-op with no less than 7 days prior written notice of any proposed change in the Purchaser's name, address, contact numbers, business practice or such other change in the purchasers details registered on the PPS Register.

7. Warranties, Quotations and Price

- a. The Co-op warrants that the goods when delivered to the Purchaser will comply with any description for the goods contained in the relevant sales confirmation advice. Any description of the goods in a quotation or on the sales confirmation advice is given for the purposes of identification only and the use of that description will not constitute a contract of sale by description.
- b. If we give you a quotation, the Co-op is not making an offer. We may withdraw or alter the quotation without giving you notice. If we do not withdraw the quotation, it is valid for the period stated. If no period is stated, it is valid for a period of **30 days** from the date the quotation was given.
- c. Unless otherwise agreed in writing, the price of the goods will be the price we usually charge for the goods. Any price concession or discount we provide you is conditional on your full compliance with this document. We reserve the right to vary the price charged for the goods if these terms and conditions are not met.
- d. Unless otherwise stated the price does not include goods and services tax (GST). The purchaser must pay GST at the same time and on the same basis as you pay the price for the goods supplied.
- e. The Purchaser has not relied upon any statement, representation, warranty, guarantee, condition, advice, recommendation, information, assistance or service provided by The Co-op or anyone on its behalf in respect of the goods, other than those that are expressly contained in the contract.

8. Return of Goods

- a. Goods supplied to the Purchaser are not returnable except as provided as follows;
  - i. The goods supplied do not meet the description of goods as specified in clause 7.
  - ii. The Purchaser has within 2 business days advised the Co-op in writing and returned said goods to the Co-op within 5 business days of any of the following:
    - o Material defect
    - o Incorrect characteristics
    - o Fault; or
    - o Goods have not been fit for purpose.
  - iii. Where prescribed terms permit the return of goods.
- b. The Co-op may at its discretion accept the return of goods whether or not the terms of clause 8 (a) have been fulfilled.

9. Force Majeure

- a. The Co-op shall not be under any liability whatsoever for the consequences of any failure on its part to perform or delay in performing any obligation under the contract when due, whilst and to the extent that such failure or delay is due directly or indirectly to any event of Force Majeure. Without limiting the generality of the foregoing, this includes any liability whatsoever for any delay in completion, delivery, dispatch, shipment or arrival of goods or in the tender of any documents or the like.
- b. Event of Force Majeure includes any act of god, war, riots, strikes, lock outs, trade disputes, fires, break downs, mechanical failures, interruptions of transport, government action or any other cause whatsoever, whether or not of a like nature to those specified above, outside the reasonable control of the Co-op.
- c. In the event of Force Majeure, the Co-op will notify the purchaser of the event and the likely impact on its performance under the contract.

10. Notices

- a. Any notice to be given to the Purchaser shall be deemed to be given upon it being posted or sent by facsimile or email to the facsimile number or the email address of the Purchaser set out in the contact details contained and held by the Co-op or to the Purchasers registered office address or to the last known address of the Purchaser.

11. Assignment

- a. The Purchaser may not assign or transfer or purport to transfer any of its rights or obligations under or in connection with the contract to any other person or corporation whatsoever.

12. Sub-Contract

- a. The Co-op reserves the right to sub-contract the performance of any contract or part thereof to any other party or person or corporation it may determine.

13. Proper law and Jurisdiction

- a. All contracts made between the Purchaser and the Co-op shall be governed by and construed in accordance with the laws of NSW.
- b. Any expenses, costs or disbursements incurred by The Co-op in recovering any outstanding monies owing by the Purchaser including debt collection fees and solicitor costs shall be paid by the Purchaser.