

## Account Terms and Conditions

### 1. Definitions and Interpretation

Australian Consumer Law (ACL) means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any equivalent State or Territory legislation.

Business means Recruitcorp PL ABN 76 124 205 410 and Kojen PL atf Korsinczky Family Trust ABN 53 319 013 109.

Consequential Loss means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

Customer means the party making an order for or authorising the company to commence work of any description.

Goods means any goods supplied by the Business comprising of raw materials, pre-manufactured components, and billable time to install, build or alter these materials or components.

Force Majeure means any event arising from, or attributable to, acts, events, omissions or accidents which are beyond the reasonable control of the Business including, but not limited to an act of God, sabotage, any fire, failure or shortage of power supplies or raw ingredients, abnormally inclement climate or weather conditions, flood, lightning, storm, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, riot, disease, civil commotion, insurrection, political instability, armed conflict, war, terrorist action, strike or other labour difficulty or shortage, unavailability of transport providers, failure or inability to obtain any licence, action or inaction of a government or other authority (such as a court of competent jurisdiction) or the threat of any of the foregoing.

Intellectual Property Rights means any and all intellectual and industrial property rights anywhere in the world, including but not limited to the rights comprised in any patent, copyright, design, trade mark, plant breeders rights, eligible layout or similar right whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets and know how, throughout the world for the full period of the rights and all renewals and extensions.

Loss means any expense, cost or damage of any kind and includes Consequential Loss and a fine or penalty imposed by a statutory or other authority.

PPSA means the Personal Property Securities Act 2009 (Cth).

Related Bodies Corporate has the same meaning as in the Corporations Act 2001 (Cth).

Services means any services provided by the Business being the supply of raw materials, pre-manufactured components, and billable time to install, build or alter these materials or components.

Terms and Conditions means these Credit Account Terms and Conditions between the Business and the Customer.

2. Accuracy of Information Supplied

(a) The Customer/s hereby undertakes, warrants and certifies:

i. that the information supplied in this application is complete, true and correct to the best of their knowledge or belief; and

ii. that it will abide by the terms of these Terms and Conditions and act in good faith when carrying out its obligations under these Terms and Conditions.

3. Payment Terms

(a) As per invoice, quote or if not specified, 5 business days of being issued an account by the Business, the Customer will pay (as cleared funds) all sums owing to the Business. In addition to any rights and remedies available to the Business at law or pursuant to these Terms and Conditions, the Business may charge a service fee of 1.5% per month (charged to the Customer's account) on all amounts that remain overdue.

(b) The Business may part invoice progressive supplies and withhold further supply until payment is made.

(c) The Customer is not entitled to deduct from any payment or sum owing to the Business any amount as a set-off or counterclaim or adjustment, without prior written consent of the Business.

4. Prices

(a) The Business' quoted prices for Goods are, unless otherwise stated in writing, for the supply and delivery of Goods to the Queensland premises of the Business. Goods and Services Tax (GST), freight, insurance and other expenses are payable by the Customer in addition to the quoted price unless otherwise stated in writing.

(b) All tenders, offers and quotes (without exception) are based on current prices and are therefore only valid for 30 days from the date made. If you wish to purchase the products specified in an expired tender, offer or quote, the Business may, in its sole discretion, elect to such items to the Customer at the price stated in the expired tender, offer or quote.

(c) If the Business has any liability to pay Goods and Services Tax (GST) on the supply of any Goods or Services to the Customer, the Customer must pay to the Business an amount equivalent to the GST liability of the Business at the same time as the consideration is paid for the Goods or Services (unless the consideration for that supply is expressed specifically to be GST inclusive).

5. Delivery, Insurance and Force Majeure

(a) It is the responsibility of the Customer to ensure the Goods supplied by the Business can be unloaded at the address nominated by the Customer. The Business will not accept responsibility for the cost associated with the unloading of equipment. Any haulage and/or special lifting requirements will be charged to the Customer's account.

(b) The Customer or its nominee must be onsite to receive delivery of the Goods. Please note that delivery times are estimates only. If there is no-one on site at the time of delivery, the Business

will decide whether to deliver the Goods or not. Irrespective of which decision the Business makes regarding delivery, the Business is not liable for any loss or damage that may occur.

(c) The Business is not liable for any failure to deliver Goods because of a Force Majeure.

(d) The Business is not liable to the Customer for any loss or damage (including economic loss or consequential damage) arising directly or indirectly from the Business' supply, failure to supply or delay in supply of product.

and Conditions are located and to remove those Goods without committing a trespass. Such right shall extend to all Goods supplied under these Terms and Conditions irrespective of whether those Goods are attached to other Goods or to land that is not the property of the Business, and for this purpose, the Customer irrevocably license the Business to enter such premises and also indemnifies the Business from and against all costs, claims demand or actions by any party arising from such action;

vii. In the event the Goods supplied by the Business to the Customer under these Terms and Conditions have been consumed so that they no longer exist or have been incorporated into a new product so as to form an integral part of that product, the Customer hereby grants the Business a charge on the new product to the exclusion of all others.

## 12. Personal Property Securities Act 2009 (Cth)

(a) Terms used in the PPSA have the same meaning in this clause, and "section" refers to a provision of the PPSA. Words and expressions used in this clause 12 which are not defined in these Terms and Conditions but are defined in the PPSA have the meaning given to them in the PPSA.

(b) This clause applies to the Business' security interests in Goods it supplies to the Customer and in proceeds derived therefrom.

(c) The retention of title arrangement described in clause 11 constitutes the grant of a purchase money security interest by the Customer in favour of the Business in respect of all present and after acquired Goods supplied to the Customer by the Business.

(d) The Customer must immediately, if requested by the Business, sign any documents, provide all necessary information and do anything else required by the Business to ensure that the Business' purchase money security interest is a perfected security interest.

(e) The Customer will not enter into any security agreement that permits any other person to have or to register any security interest in respect of the Goods or any proceeds from the sale of the Goods until the Business has perfected its purchase money security interest.

(f) The Customer waives it right under section 157(1) to notice of verification of any registration applied for by the Business.

(g) The Business can apply amounts received from the Customer towards amounts owing by the Customer in any order it chooses.

(h) The Business may enforce its security interests by exercising all or any of its rights under the PPSA, these Terms and Conditions or general law.

(i) To the extent that the PPSA permits, the Customer waives its rights to receive a copy of any verification statement or financing change statement; to receive any notice required under the PPSA, including notice of a verification statement; to reinstate the security agreement by payment of any amounts owing or by remedy of any default; and under sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 127, 128, 129, 130,

132, 134(2), 135, 136(3), (4) and (5), 137, 142 and 143

of the PPSA.

(j) The Customer must at its own expense do anything the Business requires of it to ensure the Business' security interest is perfected and has priority, to obtain and maintain registration of the Business' security interests or to enforce those interests.

(k) The Customer is liable for all fees and other expenses incurred by the Business in registering a security interest in Goods supplied to the Customer or in the proceeds derived therefrom, and all costs of maintaining or changing a registration.

#### 13. Insolvency & Bankruptcy

(a) If at any time within six months of the date of a payment to the Business, the Customer is wound up, enters into Voluntary Administration or is made Bankrupt and the Business is obliged to or agrees to make a refund of any money received from the Customer, the Business may treat such receipt as if it had not occurred. The Business is then entitled to enforce its rights under these Terms and Conditions as if the receipt had never occurred.

#### 14. Costs

(a) The Customer indemnifies the Business against all Consequential Loss, Loss, liabilities, costs, charges, expenses or fees (including legal fees on a full indemnity basis) that the Business may suffer or incur arising out of or in any way related to the Customer's breach of these Terms and Conditions.

#### 15. Intellectual Property

(a) Unless expressly stated by an agreement, the parties acknowledge and agree that nothing in these Terms and Conditions shall be construed as a transfer from the Business to the Customer of the ownership of, or title to, any of the Intellectual Property Rights in the Goods, material created as part of the Services or any other Intellectual Property Rights owned by or licensed to the Business or a third party and the Customer agrees that it must not infringe or use the Intellectual Property Rights of the Business or any other third party which exist in the Goods or materials created as part of the Services without the prior consent of the Business or relevant third party.

## 16. Termination

(a) Without limiting the Business' other rights under these Terms and Conditions, the Business may terminate any and all credit agreements and any account facility with immediate effect by written notice to the Customer if:

- i. the Customer has breached any term of these Terms and Conditions;
- ii. a "Force majeure" event occurs as defined in clause 5(c) above.

(b) On the termination of all credit agreements and any account facility, the Customer must, at its cost and within 10 business days of the date of termination, return to the Business all Goods the subject of credit agreements and any account facility (other than any Goods which have been paid for).

(c) Each party retains any rights, entitlements or remedies it has accrued before termination, including the right to pursue all remedies available to either party at law or in equity.

## 17. Applicable Law

(a) These Terms and Conditions are governed by and construed in accordance with the laws of Queensland.

## 18. Joint and Several Liability

(a) If there is more than one Customer named in these Terms and Conditions, their obligations are joint and several.

## 19. Severance

(a) Any provision of these Terms and Conditions which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and will not invalidate any other provision of these Terms and Conditions.

## 20. Privacy

(a) In making this application for credit, the Customer hereby agrees, in accordance with the provisions of the Privacy Act 1988 (Cth), that disclosure and use by licensed credit reporting agents of any relevant information may occur for the purpose of assessing this application.

(b) The Customer authorises the Business to:

- i. obtain credit information about its personal, consumer and commercial credit worthiness from any bank or trade referee disclosed in this document and from any other credit provider or credit reporting agency for the purpose of assessing this application for credit, or in connection with any guarantee given by the Customer; and
- ii. use, disclose or exchange with other credit providers and Related Bodies Corporate entities of the Business, information about the Customer's credit arrangements in order to assess this application for credit, monitor credit worthiness and collect overdue accounts.

(c) If the Customer does not provide the information requested in this document, the Business may be unable to process the application. The Business will comply with the privacy principles imposed by law in relation to the collection and disclosure of information regarding individuals.

## 21. Miscellaneous

(a) In these Terms and Conditions:

i. Words in the singular include the plural and vice versa, according to the requirements of the context;

ii. Words importing a gender include every gender;

iii. References to a person includes an individual, firm or a body corporate or unincorporated;

iv. The person / entity granted credit pursuant to these Terms and Conditions is hereinafter referred to as "the Customer";

v. The entity extending credit pursuant to these Terms and Conditions is hereinafter referred to as the "Business";

vi. A reference to a document or legislation includes a reference to that document or legislation as varied, amended, novated or replaced from time to time;

vii. A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;

viii. Headings are inserted for convenience and do not affect the interpretation of these Terms; and

ix. Unless otherwise provided, all monetary amounts are in Australian dollars and a reference to payment means payment in Australian dollars.

(b) The parties agree that these Terms and Conditions shall continue to have effect for the duration of the credit agreement should the Business decide to extend credit to the Customer.

(c) The Customer must not assign or otherwise deal with any of its rights or obligations under these Terms and Conditions without the Business' prior written consent. The Business may, to the extent permitted by law, assign, subcontractor deal with any of its rights or obligations under these Terms and Conditions (including any right to be paid or chose in action) at any time in circumstances where, in the opinion of the Business acting reasonably, the assignment will not adversely affect the rights of the Customer.

(d) A failure to exercise or delay in exercising any right under these Terms and Conditions does not constitute a waiver and any right may be exercised in the future. Waiver of any rights under these Terms must be in writing and is only effective to the extent set out in that written waiver.