

## CREDIT ACCOUNT APPLICATION

**To Be Completed By Applicants** - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

<b>Buyer's Details:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:			
Full or Legal Name:			
Trading Name (if different from above):			
Physical Address:		State:	Postcode:
Billing Address:		State:	Postcode:
Email Address:			
Phone No:		Mobile No:	
<b>Personal Details:</b> <i>(please complete if you are an Individual)</i>			
D.O.B.		Driver's Licence No:	
<b>Business Details:</b> <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>			
ABN:		ACN:	Date Established <i>(current owners)</i> :
Nature of Business:			
Paid Up Capital: \$		Estimated Monthly Purchases: \$	Credit Limit Required: \$
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom)</i> :			
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>			
(1) Full Name:			
Director Identification No:		D.O.B.	
Private Address:		State:	Postcode:
Driver's Licence No:		Phone No:	Mobile No:
(2) Full Name:			
Director Identification No:		D.O.B.	
Private Address:		State:	Postcode:
Driver's Licence No:		Phone No:	Mobile No:
<b>Account Terms:</b> <input type="checkbox"/> 30 Days EOM <input type="checkbox"/> COD <input type="checkbox"/> Other:			
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Accounts Email Address:			
Accounts Contact:		Phone No:	
Bank and Branch:		Account No:	
<b>Trade References:</b> <i>(please provide companies that are willing to do trade references)</i>			
Name:	Address:	Phone / Email:	
1.			
2.			
3.			

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Fastlands Pty Ltd T/A Cardboard Box Shop which form part of and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

<b>SIGNED (BUYER):</b> _____	<b>SIGNED (SELLER):</b> _____
Name: _____	Name: _____
Position: _____	Position: _____
Date: _____	Date: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			

## Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Fastlands Pty Ltd T/A Cardboard Box Shop and its successors and assigns ("the Seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

(“the Buyer”) [Insert Company Name In Box Provided]

### I/WE (also referred to as the “Guarantor/s”) UNCONDITIONALLY AND IRREVOCABLY:

- GUARANTEE** the due and punctual payment to the Seller of all monies which are now owing to the Seller by the Buyer and all further sums of money from time to time owing to the Seller by the Buyer in respect of goods and services supplied or to be supplied by the Seller to the Buyer or any other liability of the Buyer to the Seller, and the due observance and performance by the Buyer of all its obligations contained or implied in any contract or agreement with the Seller, including but not limited to the Terms & Conditions of Trade signed by the Buyer and annexed to this Guarantee and Indemnity. If for any reason the Buyer does not pay any amount owing to the Seller, the Guarantor will immediately on demand pay the relevant amount to the Seller. In consideration of the Seller agreeing to supply the goods and/or services to the Buyer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under this Guarantee and Indemnity (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 (“PPSA”) and unequivocally consents to the Seller registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints the Seller and each director of the Seller as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Seller may reasonably require to:
  - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
  - register any other document required to be registered by the PPSA or any other law; or
  - correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY** the Seller on demand as a separate obligation against any liability (including but not limited to damages, costs, losses, and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Seller in connection with:
  - the supply of goods and/or services to the Buyer; or
  - the recovery of monies owing to the Seller by the Buyer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Seller's nominees contract default fee and legal costs; or
  - monies paid by the Seller with the Buyer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Buyer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Buyer.

### I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- I/We have received, read, and understood the Seller's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until all monies owing to the Seller by the Buyer and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence, or neglect to sue on the Seller's part (whether in respect of the Buyer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Buyer's obligations to the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.
- The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced, or affected by:
  - any alteration, modification, variation or addition to any contract or agreement in respect of the supply of goods and/or services;
  - the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Buyer;
  - any other act, omission, or event which, but for this provision, might operate to discharge, impair, or otherwise affect any obligations under this Guarantee and Indemnity of any of the rights, powers or remedies conferred by this Guarantee and Indemnity or by law.
- The term “Guarantor” whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean, and refer to each of them individually and all of them together unless the context otherwise requires, the obligations and agreements on the part of the Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Buyer to the Seller.**
- I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Seller as a result of this Guarantee and Indemnity being actioned by the Seller.
- The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the subsequent enforcement of the same.

**For and on behalf of the Buyer I/We confirm I/We have read, understood, and accept the terms of this Guarantee and Indemnity, and I/We agree to be bound by this Guarantee and Indemnity.**

#### GUARANTOR-1

SIGNED: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

NAME OF WITNESS: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

#### GUARANTOR-2

SIGNED: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

NAME OF WITNESS: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Note: 1. If the Buyer is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.

2. If the Buyer is a limited partnership, the Guarantor(s) must be the general partners

3. If the Buyer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

4. If the Buyer is a club or incorporated society the Guarantor(s) should be the president and secretary or another committee member

**WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**

# Fastlands Pty Ltd T/A Cardboard Box Shop – Terms & Conditions of Trade

1.	<b>Definitions</b>	website shall be subject to confirmation of acceptance by the Seller;	8.	<b>Risk</b>
1.1	"Buyer" means the person/s, entities or any person acting on behalf of and with the authority of the Buyer requesting the Seller to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:	(c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades;	8.1	Risk of damage to or loss of the Goods passes to the Buyer on Delivery and the Buyer must insure the Goods on or before Delivery.
	(a) if there is more than one Buyer, is a reference to each Buyer jointly and severally; and	(d) there are inherent hazards in electronic distribution, and as such the Seller cannot warrant against delays or errors in transmitting data between the Buyer and the Seller including orders, and you agree that to the maximum extent permitted by law, the Seller will not be liable for any losses which the Buyer suffers as a result of online-ordering not being available or for delays or errors in transmitting orders;	8.2	If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Buyer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.
	(b) if the Buyer is a partnership, it shall bind each partner jointly and severally; and	(e) when making a transaction through the website, the Buyer's information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technology as disclosed by the Seller and/or displayed on the website. The encryption process ensures that the Buyer's information cannot be read by or altered by outside influences; and	8.3	If the Buyer requests the Seller to leave Goods outside the Seller's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Buyer's sole risk.
1.2	"Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, Contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.	(f) if the Buyer is not the cardholder for any credit card being used to pay for the Goods, the Seller shall be entitled to reasonably assume that the Buyer has received permission from the cardholder for use of the credit card for the transaction.	8.4	The Seller shall be entitled to rely on the accuracy of any specifications and other information provided by the Buyer. The Buyer acknowledges and agrees that in the event that any of this information provided by the Buyer is inaccurate, the Seller accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate specifications or other information.
1.3	"Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.	5.2 The Seller reserves the right to terminate the Buyer's order if it learns that you have provided false or misleading information, interfered with other users or the administration of the Seller's business, or violated these terms and conditions.	8.5	The Buyer acknowledges and accepts that the Goods supplied may exhibit slight variations of colour, shade and brightness within tolerances specified by the manufacturer. While every effort will be taken by the Seller to minimise such variations, the Seller shall not be liable in any way whatsoever, where such variations occur between batches of the Goods or sale samples and the final Goods supplied.
1.4	"Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Buyer does not wish to allow Cookies to operate in the background when using the Seller's website, then the Buyer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable provided on the website, prior to making enquiries via the website.	6. Price and Payment	9.	<b>Compliance with Laws</b>
1.5	"Goods" means all Goods or Services supplied by the Seller to the Buyer at the Buyer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).	6.1 At the Seller's sole discretion, the Price shall be either:	9.1	The Buyer and the Seller shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods/Services.
1.6	"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).	(a) as indicated on any invoice provided by the Seller to the Buyer upon placement of an order for Goods; or	10.	<b>Title</b>
1.7	"Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between the Seller and the Buyer in accordance with clause 6.2 below.	(b) the Price as at the date of Delivery of the Goods according to the Seller's current price list, as previously disclosed to the Buyer upon the Buyer's placement of an order for Goods; or	10.1	The Seller and the Buyer agree that ownership of the Goods shall not pass until:
1.8	"Seller" means Fastlands Pty Ltd T/A Cardboard Box Shop, its successors and assigns or any person acting on behalf of and with the authority of Fastlands Pty Ltd T/A Cardboard Box Shop.	(c) the Seller's quoted Price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.		(a) the Buyer has paid the Seller all amounts owing to the Seller;
2.	<b>Acceptance</b>	6.2 The Seller reserves the right to change the Price:	10.2	(b) the Buyer has met all of its other obligations to the Seller.
2.1	The parties acknowledge and agree that:	(a) if a variation to the Goods which are to be supplied is requested; or	10.3	Receipt by the Seller 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.
	(a) they have read and understood the terms and conditions contained in this Contract; and	(b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or		It is further agreed that, until ownership of the Goods passes to the Buyer in accordance with clause 10.1:
2.2	the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Buyer places an order for or accepts delivery of the Goods.	(c) if during the course of the Services, the Goods cease to be available from the Seller's third-party suppliers, then the Seller reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both parties; or		(a) the Buyer is only a bailee of the Goods and must return the Goods to the Seller on request;
2.3	These terms and conditions are meant to be read in conjunction with the Terms and Conditions posted on the Seller's website	(d) in the event of increases to the Seller in the cost of labour or materials (including, but not limited to, overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond the Seller's control.		(b) the Buyer holds the benefit of the Buyer's insurance of the Goods on trust for the Seller and must pay to the Seller the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
2.4	In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.	6.3 Variations will be charged for on the basis of the Seller's quotation, and will be detailed in writing, and shown as variations on the Seller's invoice. The Buyer shall be required to respond to any variation submitted by the Seller within ten (10) working days. Failure to do so will entitle the Seller to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.		(c) the Buyer 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 Buyer sells, disposes or parts with possession of the Goods then the Buyer must hold the proceeds of any such act on trust for the Seller and must pay or deliver the proceeds to the Seller on demand;
2.5	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties. The Buyer acknowledges and accepts that:	6.4 At the Seller's sole discretion, a reasonable non-refundable deposit may be required upon placement of an order for Goods, in accordance with any quotation provided by the Seller or as notified to the Buyer prior to the placement of an order for Goods.		(d) the Buyer should not convert or process the Goods or intermix them with other goods but if the Buyer does so then the Buyer holds the resulting product on trust for the benefit of the Seller and must sell, dispose of or return the resulting product to the Seller as it so directs;
	(a) the supply of Goods on credit shall not take effect until the Buyer has completed a credit application with the Seller and it has been approved with a credit limit established for the account. In the event that the supply of Goods requested exceeds the Buyer's credit limit and/or the account exceeds the payment terms, the Seller reserves the right to refuse delivery;	6.5 Time for payment for the Goods being of the essence, the Price will be payable by the Buyer on the date/s determined by the Seller, which may be:		(e) the Buyer irrevocably authorises the Seller to enter any premises where the Seller believes the Goods are kept and recover possession of the Goods;
	(b) where the Buyer does not elect to control their purchases by a Purchase Order and/or a Letter of Authority, then all purchases made by Buyer and/or any other third party acting on behalf of the Buyer to which the Goods are charged to the Buyer's credit account, shall remain at all times payable by the Buyer. All said notices of restrictions pertaining to purchases must be written and will remain in place until such time as the Buyer revokes the notice. The Buyer agrees to notify the Seller immediately, in writing, of the departure of the Buyer's employee if an authorised account user. In the event the Buyer fails to advise the Seller of such departures, the Buyer acknowledges and agrees that they will be bound by all purchase orders made by that account user; and	(a) thirty (30) days following the end of the month in which a statement is posted to the Buyer's address or address for notices; or		(f) the Seller may recover possession of any Goods in transit whether or not Delivery has occurred;
	(c) Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, the Seller reserves the right to vary the Price with alternative Goods as per clause 6.2 subject to prior confirmation and agreement of both parties; and	(b) the date specified on any invoice or other form as being the date for payment; or		(g) the Buyer 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 the Seller; and
	(d) the Seller reserves right to cease supply of Goods immediately to the Buyer in the event that the Seller becomes aware that the Buyer is on-selling the Goods supplied in direct competition with the Seller's prospective clientele (including, but not limited to, the Buyer on-selling the Goods from their website and/or any alternative online auction site).	(c) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Buyer by the Seller.		(h) the Seller may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Buyer.
2.6	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	6.6 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply to transactions) or by any other method as agreed to between the Buyer and the Seller.	11.	<b>Personal Property Securities Act 2009 ("PPSA")</b>
3.	<b>Errors and Omissions</b>	6.7 The Seller may in its discretion allocate any payment received from the Buyer towards any invoice that the Seller determines and may do so at the time of receipt or at any time afterwards. On any default by the Buyer the Seller may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Seller, payment will be deemed to be allocated in such manner as preserves the maximum value of the Seller's Purchase Money Security Interest (as defined in the PPSA) in the Goods.	11.1	In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it in the PPSA.
3.1	The Buyer acknowledges and accepts that the Seller shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):	6.8 The Buyer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Buyer by the Seller nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Buyer must notify the Seller in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as the Seller investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in the Seller placing the Buyer's account into default and subject to default interest in accordance with clause 15.1.	11.2	Upon assuming to these terms and conditions in writing the Buyer 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 that have previously been supplied and that will be supplied in the future by the Seller to the Buyer, and the proceeds from such Goods.
	(a) resulting from an inadvertent mistake made by the Seller in the formation and/or administration of this Contract; and/or	6.9 Unless otherwise stated the Price does not include GST. In addition to the Price, the Buyer must pay to the Seller an amount equal to any GST the Seller must pay for any supply by the Seller under this or any other agreement for the sale of the Goods. The Buyer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Buyer pays the Price. In addition, the Buyer 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.	11.3	The Buyer undertakes to:
3.2	(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Seller in respect of the Services.	7. Delivery of Goods		(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 Seller may reasonably require to:
	In circumstances where the Buyer is required to place an order for Goods, in writing, or otherwise as permitted by these terms and conditions, the Buyer is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Goods (whether they are made to order Goods or not) ("Buyer Error"). The Buyer must pay for all Goods it orders from the Seller notwithstanding that such Goods suffer from a Buyer Error and notwithstanding that the Buyer has not taken or refuses to take Delivery of such Goods. The Seller is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Buyer Errors.	7.1 (a) the Buyer or the Buyer's nominated carrier takes possession of the Goods at the Seller's address; or		(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
		(b) the Seller (or the Seller's nominated carrier) delivers the Goods to the Buyer's nominated address even if the Buyer is not present at the address.		(ii) register any other document required to be registered by the PPSA; or
4.	<b>Change in Control</b>	7.2 The cost of Delivery will be payable by the Buyer in accordance with the quotation provided by the Seller to the Buyer, or as otherwise notified to the Buyer prior to the placement of an order for Goods.		(iii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii).
4.1	The Buyer shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Buyer and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's name, address, contact phone or fax number/s, change of trustees, or business practice). The Buyer shall be liable for any loss incurred by the Seller as a result of the Buyer's failure to comply with this clause.	7.3 The Seller may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	11.4	(b) indemnify, and upon demand reimburse, the Seller 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 charged thereby;
5.	<b>On-Line Ordering</b>	7.4 The Buyer must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:	11.5	(c) not register a financing change statement in respect of a security interest without the prior written consent of the Seller;
5.1	The Buyer acknowledges and agrees that:	(a) such discrepancy in quantity shall not exceed 20%; and	11.6	(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of a third party without the prior written consent of the Seller; and
	(a) the Seller does not guarantee the website's performance;	(b) the Price shall be adjusted pro rata to the discrepancy or to the value that has been delivered.	11.7	(e) immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in proceeds derived from such sales.
	(b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the	7.5 Any time specified by the Seller for Delivery of the Goods is an estimate only and the Seller will not be liable for any loss or damage incurred by the Buyer because of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. If the Seller is unable to supply the Goods as agreed solely due to any action or inaction of the Buyer, then the Seller shall be entitled to charge a reasonable fee for redelivery and/or storage.	11.8	The Seller and the Buyer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
			11.9	The Buyer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
			12.	The Seller waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
			12.1	Understandably agreed to in writing by the Seller, the Buyer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
				The Buyer must unconditionally ratify any actions taken by the Seller under clauses 11.3 to 11.5.
				Subject to any express provisions to the contrary (including those contained in this clause 11), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
				<b>Security and Charge</b>
				In consideration of the Seller agreeing to supply the Goods and/or provide its Services, the Buyer grants the Seller a security interest by way of a floating charge (registerable by the Seller pursuant to the PPSA) over all of its present and after acquired rights, title and interest (whether joint or several) in all other assets that is now owned by the Buyer or owned by the Buyer in the future, to the extent necessary to secure the repayment of monies owed under this Contract for provision of the Goods and/or Services under this Contract and/or permit the Seller to appoint a receiver to the Buyer in accordance with the Corporations Act 2001 (Cth).

# Fastlands Pty Ltd T/A Cardboard Box Shop – Terms & Conditions of Trade

	The Buyer indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this clause.	16.	<b>Cancellation</b>	is not satisfied with the resolution provided, the Buyer can make a complaint to the Information Commissioner at <a href="http://www.oaic.gov.au">www.oaic.gov.au</a> .	
12.3	In the event that the Buyer defaults or breaches any term of this Contract and as a result, the security provided in clauses 10.1,11.2 and 12.1 as applicable, is deemed insufficient by the Seller to secure the repayment of monies owed by the Buyer to the Seller, the Buyer hereby grants the Seller a security interest as at the date of the default, by way of a charge, that enables the right and entitlement to lodge a caveat over any real property and or land owned by the Buyer now, or owned by the Buyer in the future, to secure the performance of the Buyer of its obligations under these terms and conditions (including, but not limited to, the payment of any money.	16.1	Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions (" <b>the Breaching Party</b> ") the other party may suspend or terminate the supply or purchase of Goods and/or Services to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause. If the Seller, due to reasons beyond the Seller's reasonable control, is unable to deliver any Goods and/or Services to the Buyer, the Seller may cancel any Contract to which these terms and conditions 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 Buyer. On giving such notice the Seller shall repay to the Buyer any money paid by the Buyer for the Goods and/or Services. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.	18.	<b>Unpaid Seller's Rights</b>
		16.2	The Buyer may cancel Delivery of the Goods and/or Services by written notice served within forty-eight (48) hours of placement of the order, prior to the Goods being dispatched. If the Buyer cancels Delivery in accordance with this clause 16.3, the Buyer will not be liable for the payment of any costs of the Seller, except where a deposit is payable in accordance with clause 6.4.	18.1	Where the Buyer has left any item with the Seller for repair, modification, exchange or for the Seller to perform any other service in relation to the item and the Seller has not received or been tendered the whole of any monies owing to it by the Buyer, the Seller shall have, until all monies owing to the Seller 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.
13.	<b>Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)</b>	16.3	However, cancellation of orders for Goods made to the Buyer's specifications, or for non-stocklist items, will not be accepted once production has commenced, or an order has been placed.	18.2	The lien of the Seller shall continue despite the commencement of proceedings, or judgment for, any monies owing to the Seller having been obtained against the Buyer.
13.1	The Buyer must inspect the Goods on Delivery and must within seven (7) days of Delivery notify the Seller in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Buyer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Buyer must allow the Seller to inspect the Goods.	16.4		19.	<b>Service of Notices</b>
13.2	Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions ( <b>Non-Excluded Guarantees</b> ).	17.	<b>Privacy Policy</b>	19.1	Any written notice given under this Contract shall be deemed to have been given and received: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this Contract; (c) by sending it by registered post to the address of the other party as stated in this Contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission; or (e) if sent by email to the other party's last known email address.
13.3	The Seller acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	17.1	All emails, documents, images, or other recorded information held or used by the Seller is Personal Information, as defined and referred to in clause 17.4, and therefore considered Confidential Information. The Seller acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 (the Act) including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). The Seller acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Buyer's Personal Information, held by the Seller that may result in serious harm to the Buyer, the Seller will notify the Buyer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Buyer by written consent, unless subject to an operation of law.	19.2	Any notice 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.
13.4	Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Seller makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Seller's liability in respect of these warranties is limited to the fullest extent permitted by law.	17.2	Notwithstanding clause 17.1, privacy limitations will extend to the Seller in respect of Cookies where the Buyer utilises the Seller's website to make enquiries. The Seller agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Buyer's: (a) IP address, browser, email client type and other similar details; (b) tracking website usage and traffic; and (c) reports are available to the Seller when the Seller sends an email to the Buyer, so the Seller may collect and review that information ("collectively Personal Information").	20.	<b>Trusts</b>
13.5	If the Buyer is a consumer within the meaning of the CCA, the Seller's liability is limited to the extent permitted by section 64A of Schedule 2.		<b>If the Buyer consents to the Seller's use of Cookies on the Seller's website and later wishes to withdraw that consent, the Buyer may manage and control the Seller's privacy controls via the Buyer's web browser, including removing Cookies by deleting them from the browser history when exiting the site.</b>	20.1	If the Buyer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether or not the Seller may have notice of the Trust, the Buyer covenants with the Seller as follows: (a) the Contract extends to all rights of indemnity which the Buyer now or subsequently may have against the Trust, the trustees and the trust fund; (b) the Buyer has full and complete power and authority under the Trust or from the Trustees of the Trust as the case may be 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 Buyer against the Trust, the trustees and the trust fund. The Buyer 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 Buyer will not during the term of the Contract without consent in writing of the Seller (the Seller will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Buyer 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 fund or trust property.
13.6	If the Seller is required to replace the Goods under this clause or the CCA, but is unable to do so, the Seller may refund any money the Buyer has paid for the Goods.				
13.7	If the Buyer is not a consumer within the meaning of the CCA, the Seller'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 Buyer by the Seller at the Seller's sole discretion; (b) limited to any warranty to which the Seller is entitled, if the Seller did not manufacture the Goods; and/or (c) otherwise negated absolutely.	17.3	The Buyer agrees for the Seller to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Buyer in relation to credit provided by the Seller.	21.	<b>General</b>
13.8	Subject to this clause 13, returns will only be accepted provided that: (a) the Buyer has complied with the provisions of clause 13.1; and (b) the Seller has agreed that the Goods are defective; and (c) the Goods are returned within a reasonable time at the Buyer'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 possible.	17.4	The Seller may give information about the Buyer to a CRB for the following purposes: (a) to assess an application by the Buyer; and/or (b) to notify other credit providers of a default by the Buyer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and/or (d) to assess the creditworthiness of the Buyer including the Buyer's repayment history in the preceding two (2) years.	21.1	Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.
13.9	Notwithstanding clauses 13.1 to 13.8 but subject to the CCA, the Seller 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 Buyer failing to properly maintain or store any Goods; (b) the Buyer using the Goods for any purpose other than that for which they were designed; (c) the Buyer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (d) the Buyer failing to follow any instructions or guidelines provided by the Seller; and/or (e) fire wear and tear, any accident, or act of God.	17.5	The Seller may give information about the Buyer to a CRB for the following purposes: (a) to obtain a consumer credit report; (b) allow the CRB to create or maintain a credit information file about the Buyer including credit history.	21.2	The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, that provision shall be severed from this Contract, and the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
13.10	The Seller may in its absolute discretion accept non-defective Goods for return in which case the Seller may require the Buyer to pay handling fees of up to thirty percent (30%) of the value of the returned Goods plus any freight costs.	17.6	The information given to the CRB may include: (a) Personal information as outlined in 17.4 above; (b) name of the credit provider and that the Seller is a current credit provider to the Buyer; (c) whether the credit provider is a licensee; (d) type of consumer credit; (e) details concerning the Buyer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); (f) advice of consumer credit defaults (provided the Seller is a member of an approved OAIC External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Buyer no longer has any overdue accounts and the Buyer has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); (g) information that, in the opinion of the Seller, the Buyer has committed a serious credit infringement; or (h) advice that the amount of the Buyer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	21.3	These terms and conditions and any Contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the Brisbane Courts in that state. These terms prevail over all terms and conditions of the Buyer (even if they form part of the Buyer's purchase order).
13.11	Notwithstanding anything contained in this clause if the Seller is required by a law to accept a return, then the Seller will only accept a return on the conditions imposed by that law.	17.7	The Seller shall have the right to request (by e-mail) from the Seller: (a) a copy of the Personal Information about the Buyer retained by the Seller and the right to request that the Seller correct any incorrect Personal Information; and (b) that the Seller does not disclose any Personal Information about the Buyer for the purpose of direct marketing.	21.4	The Seller may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Buyer's consent provided the assignment does not cause detriment to the Buyer.
14.	<b>Intellectual Property</b>	17.8	The Seller will destroy Personal Information upon the Buyer's request (by e-mail) or if it is no longer required unless it is required to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.	21.5	The Buyer cannot licence or assign without the written approval of the Seller.
14.1	Where the Seller has designed, drawn or developed Goods for the Buyer, then the copyright in any designs and drawings and documents shall remain the property of the Seller. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Seller.			21.6	The Seller may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Buyer agrees and understands that they have no authority to give any instruction to any of the Seller's sub-contractors without the authority of the Seller.
14.2	The Buyer warrants that all designs, specifications, or instructions given to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Buyer's order and the Buyer agrees to indemnify the Seller against any action taken by a third party against the Seller in respect of any such infringement.			21.7	The Buyer agrees that the Seller may amend their general terms and conditions for subsequent future Contracts with the Buyer by disclosing such to the Buyer in writing. These changes shall be deemed to take effect from the date on which the Buyer accepts such changes, or otherwise at such time as the Buyer makes a further request for the Seller to provide Goods to the Buyer.
14.3	The Buyer agrees that the Seller may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Seller has created for the Buyer.			21.8	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc. ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Buyer to make a payment to the Seller, once the parties agree that the Force Majeure event has ceased.
15.	<b>Default and Consequences of Default</b>			21.9	Both parties warrant that they have the power to enter this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
15.1	Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.			21.10	The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and Delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.
15.2	If the Buyer owes the Seller any money, the Buyer shall indemnify the Seller from and against all costs and disbursements: (a) incurred; and/or (b) which would be incurred and/or (c) for which by the Buyer would be liable; in regard to legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under these terms and conditions, internal administration fees, the Seller's Contract fees owing for breach of these terms and conditions', including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees.			21.11	If part or all of any term of this Contract is or becomes invalid, illegal or unenforceable, it shall be severed from this Contract and shall not affect the validity and enforceability of the remaining terms of this Contract.
15.3	Further to any other rights or remedies the Seller may have under this Contract, if a Buyer has made payment to the Seller, and the transaction is subsequently reversed, the Buyer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Seller under this clause 15 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Buyer's obligations under this Contract.				
15.4	Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable if: (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to make a payment when it falls due; (b) the Buyer has exceeded any applicable credit limit provided by the Seller; (c) the Buyer 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 Buyer or any asset of the Buyer.				

Buyer/s Initials:

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

Buyer/s Initials:

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