

Larsen Engineering Pty Ltd ABN: 33 091 330 648 8 Muller St, Baranduda VIC 3691 Phone: 1300 527 736 Email: admin@larseneng.com.au Web: www.larseneng.com.au

CREDIT ACCOUNT APPLICATION

To be completed by applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Client's Details:	☐ Sole Trader	☐ Trus	t 🔲 Partnership	☐ Company	☐ Other:								
Full or Legal Name:													
Trading Name (if different from above):													
Physical Address:	,				State: P	ostcode:							
Billing Address:						ostcode:							
Email Address:													
Phone No:			Mobile No:										
Business Details:													
ABN / ACN													
Nature of Business:													
Estimated Monthly Pure	chases: \$			Credit Limit Requi	red: \$								
Principal Place of Business is: ☐ Rented ☐ Owned ☐ Mortgaged (to whom):													
Directors / Owners / Tru	ustee (if more than two, ple	ease attac	h a separate sheet)										
(1) Full Name:			· · · · · · · · · · · · · · · · · · ·		D.O.B:								
Private Address:					State: P	ostcode:							
Driver's Licence No:			Mobile No:										
(2) Full Name:					D.O.B:								
Private Address:			State: P	ostcode:									
Driver's Licence No:			Phone No:		Mobile No:								
Account Terms:	30 Days	☐ Req	uest for Variation Da	ys EOM	Days Reque	sted:							
Purchase Order Requir	ed? DYES)	Accounts to be em	nailed? YES	□NO							
Accounts Email Addres	s:												
Accounts Contact:					Phone No:								
Trade References: Not	required for Existing Account	Holders. N	ew Trade Accounts On	ly: Please Provide 3 R	References.								
Nar	ne:	Address:			Phone / Fax / Email:								
1.	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 Larsen Engineering Pty Ltd 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. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.													
SIGNED (CLIENT): SIGNED (LARSEN):													
lame: Name:													
Position: Position:													
WITNESS TO CLIENT'S SI	GNATURE:												
Signed:			Name:		Date:								
OFFICE USE ONLY													
Account / Ref. No.	CREDIT LIMIT		APPRO\	/ED BY	DATA INPUTTED	DATE							
	\$					1 1							

		La	rsen Engineering Pty Ltd -	- Te	rms & Conditions of Trade		
1.1	Definitions 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	7.6	The costs of carriage and any insurance which the Clien reasonably directs Larger to indur shall be reimbursed by the Client (without any set-off or other withholding whatever) and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Client's agent.	14.3	and own client basis incurred in exercising Larsens rights under this clause-billy appoints Larsen and each director of Larsen as the Client's rivig and layful attorney's to perform all 4 including. But not limited to signifing any document on the Client's belief and the CAN and Returns, Competition and Canal C	19.4	applications, credit history) about the Client in relation to credit provided by Larsen. The Client agrees that Larsen may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to planty other credit providers of a default by the Client;
1.2	together with any Quication, order, invoice or other occuments of amendments expressed to be supplemental to this contract means Larsen Engineering Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of the client requesting and assigns or any person acting on behalf of and with the authority of the Client requesting the contract of the Client requesting the contract of the Client requesting the contract of any person acting on behalf of and with the authority of the Client requesting outside the contract of the Client person of the Client of the Cli	8. 8.1	Statute of the control of the contro	15.	14 including, but not limited to, signing any document on the Client's behalf. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)		(a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to
	behalf of and with the authority of the Client requesting carsen to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and: (a) If there is more than one Client, is a reference to each	9.	the site (including, without limitation, damage to pathways driveways and concreted or paved or grassed areas) unless due to the negligence of Larsen. Risk	15.1	The Client must inspect the Goods on Delivery and must within five (5) days of Delivery notify Larsen in writing of an evident defectionage, shortage in quantity, or failure to comply with the description or quote. The Client must notify		Consider the credit providers of a default by the Client; and/or. Consider the credit providers of a default by the Client; and/or. Consider the credit account, where the Client is in the status of this credit account, where the Client is in the status of the Client is of the Cli
	Client jointly and severally; and (b) if the Client is a partnership, it shall bind each partner jointly and severally; and (c) if the Client is a part of a Trust, shall be bound in their	9.1	driveways and concreted or paved or grassed areas) unless capte to the negligence of Larsen. See that the seed of the coods passes to the Clien or Delivery and the Client must insure the Goods on operating the Client on Delivery and the Client must insure the Goods on operating the Client of Delivery and the Client must insure the Goods on operating the Client of the Client of Delivery of the Client of t	150	any other alleged detect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow Larsen to inspect the Goods.	19.5 19.6	The Client consents to Larsen being given a consumer credit report to collect overdue payment on commercial credit. The Client agrees that personal credit information provided may be used and retained by Larsen for the following process and present the collections of the collect
1.4	(d) includes the Client's executors, administrators, successors and permitted assigns. "Goods" means all Goods or Services supplied by Larsen to the Client at the Client's request from time to time (where the		sentitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Larsen is sufficient evidence of Larsen's rights to receive the production of the production of the set of the conditions by Larsen is sufficient evidence of Larsen's rights to receive the presence of th	15.2	Journal of the Chieff House and Cammonwealth Law (no) Language applicable State. Territory and Commonwealth Law (no) Language applicable State of Co., certain statutory in the Co.), certain statutory in the Co., cert		la) the provision of Goods; and/or (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
1.5	context so permits the terms "Goods" or "Services" shall be interchangeable for the other). "Confidential Information" means information of a confidential nature, whether oral, written or in electronic form including.	9.3	with Larsen to make further enquiries. If the Client requests Larsen to leave Goods outside Larsen's premises for collection or to deliver the Goods to a unattended location, then such Goods shall be left at the	15.3			(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or (d) enabling the collection of amounts outstanding in relation.
	but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, inancial and commercial affairs, contracts, client information including but not limited to. Personal Information such as:	9.4	Client's sole risk. The Client acknowledges that Goods supplied may exhibite variations in shade, colour, texture, surface and finish. Larser will make every effort to match batches of product supplied in	15.4	Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Larsen makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability	19.7	to the Goods. Larsen may give information about the Client to a CRB for the following purposes: (a) to obtain a consumer credit report:
	hame, address, D.O.B., occupation, driver's license details, electronic contact (email, Facebook, or Twitter details) insurance details or next of kin and other contact information (where applicable), previous credit applications,	9.5	order to minimise such variations but shall not be liable in any way whatsoever where such variations occur. The Client warrants that the structure of the premises o equipment in or upon which these Goods are to be installer.	15.5	conditions purports' to modify or exclude the Non-Excluded Courantees. The speed of the Non-Excluded Courantees, Larsen makes and conditions or the Non-Excluded Courantees, Larsen makes no warrantees or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Larsens is lability in respect of these warrantees is the client is a consumer within the rhearing of the CCA, argsen is lability is limited to the extent permitted by section 24.4 of schedule free to replace the Goods under this clause of a section of the CCA argsens is lability is limited to do so. Larsen may refund any once the client has paid for the Goods. If the Clent, is not a consuper within the meaning of the CCA Larsens is lability for any defect or damage in the Goods is a limited to the value of any express warenly or warranty of the consumer of t	19.8	callities and/or credit facilities requested by the Client; and/or, (d) enabling the collection of amounts outstanding in relation to the Goods information about the Client to a CRB for the following purposes: a to obtain a consumer credit report. a to obtain a consumer credit report. b allow the CIRB to create or maintain, a credit information the client including credit history. The provider the Client in Client of the Circle of the Client; and the Client in Client in Client in Client in Client in Client; and the Client in Client; whether the credit provider is a licensee; whether the credit provider is a licensee; the client in Client; whether the credit provider is a licensee; the credit provider is a licensee; the client of commencement provider to the Client; and the Client of Commencement provider is a licensee; the client of commencement termination of the credit account and the amount repuested).
1.6	creati history and pricing details. "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 diest designed where the property of the particular diest and expenses and can be seen seen without the way.		or efected is sound and will sustain the installation and work incidental thereto and Larsen shall not be liable for an claims, demands, losses, damages, costs and expenses howsoever caused or arising should the premises of a company of the compa	15.6 15.7	of A of Schedule 2. If Larsen is required to replace the Goods under this clause or the CCA, but is unable to do so, Larsen may return any money the Client has paid for the Goods. If the Client has the account without the magning of the CCA.		(d) type of consumer credit; (d) type of consumer the Client's application for credit or
	server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when ordering from the website, then the Client shall have the right to enable / disable the Cookies first by selecting the	9.6 9.7	Larsen shall not be liable for any defect or damage resulting from incorrect or faulty installation. The Client acknowledges that Larsen is only responsible for parts that are replaced/supplied by Larsen and does not a	13.7	Larsen's liability for any defect or damage in the Goods is: (a) limited to the value of any express warranty or warranty card provided to the Client by Larsen at Larsen's sole discretion:		commercial credit (e.g. date of commencement/termination of the credit account and the amount requested): (f) advice of consumer credit defaults, overdue accounts,
1.7	option to enable, disable provided on the website, prior to ordering Goods via the website. Price means, the Price payable (plus any GST where applicable) for the Goods as agreed between Larsen and the		any stage accept any liability in respect of components supplied by any other third party that subsequently fail and are found to be the source of the failure, the Client agrees to indemnify Larsen against any loss or damage to the Goods	15.8	(b) limited to any warranty to which Larsen is entitled, if Larsen did not manufacture the Goods; (c) otherwise negated absolutely. Subject to this clause 15, returns will only be accepted		commencement/termination of the credit account and the amount requested; (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies, which are overdue by more than sixty (60) days and for which repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for equest of payment has been made and client no longer has any overdue accounts and Larsen has been paid or otherwise disharqued and all details surrounding that discharge (e.g. dates of payments); information that, in the diplinion of Larsen, the Client has committed a serious credit intringement. (h) avice that the amount of the client's overdue payment is all all to or more than one hundred and lifty dollars a serious that has the client shall have the right to request (by e-mail) from
1.8	Client in accordance with clause 6 below. "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).	9.8	or caused thereby, or any part thereof howsoever arising. Any advice, recommendation, information, assistance of service provided by Larsen in relation to Goods provided is given in good faith, is based on Larsen's own knowledge and		provided that: (a) the Client has complied with the provisions of clause 15.1; and (b) Larsen has agreed that the Goods are defective; and		Client no loriger has any overdue accounts and Larsen has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); (g) information that, in the opinion of Larsen, the Client has
2.1	immediately bound, jointly and severally, by these terms and		experience and shall be accepted without liability on the part of Larsen and it shall be the responsibility of the Client to confirm the accuracy and reliability of the same in light of the use to which the Client makes or intends to make of the	15.9	(c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and (d) the Goods are returned in as close a condition to that in which they were delivered as is possible. About	19.9	committed a serious creati infringement; h advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars [3:0]. The Client shall have the right to request (by e-mail) from
2.2	In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or specially that the terms are the terms and any other prior document or specially that the terms are the terms and the terms are the terms and the terms are the terms and the terms are the terms are the terms and the terms are the terms are the terms are the terms and the terms are the terms are the terms are the terms and the terms are the terms are the terms and the terms are the terms	10. 10.1	Dimensions, Plans and Specifications All customary building industry tolerances shall apply to the dimensions and measurements of the Goods unless Larser and the Client agree otherwise in writing	13.9	Larsen shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of: (a) the Client raining to properly maintain or store any Goods. (b) the Client using the Cooks for any purpose other than	13.3	(a) a copy of the Personal Information about the Client retained by Larsen and the right to request that Larsen correct any incorrect Personal Information; and
2.3	Contract shall prevail. Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties. The Client acknowledges that the supply of Goods on credit	10.2 10.3	Larsen shall be entitled to rely on the accuracy of any plans specifications and other information provided by the Client If the giving of an estimate or quotation for the supply of Goods, involves Larsen estimating measurements and	:	that for which they were designed; (c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user:	19.10	(b) that Larsen does not disclose any Personal Information about the Client for the purpose of direct marketing. Larsen will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is
2.5	shall not take effect until the Client has completed a credit application with Larsen and it has been approved with a credit limit established for the account. In the event that the supply of Goods request exceeds the		quantities, it shall be the responsibility of the Client to verify the accuracy of Larsen's estimated measurements and quantities, before the Client places an order based on such estimate or accepts such quotation.	15.10	(d) the Client failing to follow any instructions or guidelines provided by Larsen; (e) fair wear and tear, any accident, or act of God. Notwithstanding anything contained in this clause if Larsen is	19.11	complete standard the right to request to return the client retained by Larsen and the right to request that Larsen correct any incorrect Personal Information about the Client retained by Larsen and the right to request that Larsen (b) that Larsen does not disclose any Personal mortal to the Larsen will cestrop respond Information upon the Client's request (by e-mail) pr. if it is no longer required unless it is required in order to fulfill the obligations of this Contract or is required to the maintained and/of stored in accordance with The Client can make a privacy complaint by contacting Larsen will respond to that complaint within the Client can make and will fake all responsable steps to make a decision as to the complaint within thirty (30) days of receipt and will fake all responsable steps to make a decision as to the complaint within thirty (30) days of steps to make a decision as to the complaint within thirty (30) days of steps to make a decision as to the complaint within their (30) days of steps to make a decision as to the complaint within the resolution provided the Client can make a complaint to
2.6	Clients credit limit and/or the account exceeds the payment terms, Larsen reserves the right to refuse Delivery. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with	10.4	Should the Client require any changes to Larsen's estimate measurements and quantities, the Client shall request such changes in writing, in the case of an estimate before placing an order based on that estimate and in the case of a	16. 16.1	required by a faw to accept a return then Larsen will only accept a return on the conditions imposed by that law. Intellectual Property Where Larsen has designed, drawn or developed Goods for		Larsen via e-mail. Larsen will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not
3 . 3.1	Contract, may only be amended in writing by the consent of purpose. The properties of the properties o	11:1	use to which the Client makes or intends to make of the DOOS shows. Plans and Specifications All customary building industry tolerances shall apply to the dimensions and measurements of the Coods unless Larser and the Client agree otherwise in writing. Larser, shall be entitled to review on the accuracy of any plans specifications and other information provided by the Client speciations and other information provided by the Client Specifications and other information provided by the Client of Coods in Moless. Larsen estimating measurements and quantities, it shall be the responsibility of the Client to verification of the Client of Coods in Moless and the Client places an order based on such Specification of the Client of Coods in Moless and the Client places an order based on such states of the Client Shall request such changes in writing, in the case of an estimate before placing an ofter based on that estimate and in the case of a content of the Client and Larsen shall comply with the provisions of all statutes, regulations and by ways of government, local and other client and Larsen shall comply with the provisions of all statutes, regulations and by ways of government, local and plans of the Client and Client and Larsen shall comply with the provisions of all statutes, regulations and by ways of government, local and the case of the Client and the case of the case of the Client and the case of the Client and the case of the Client and the case of the case of the Client and the case of the case of the Client and the case of the	16.2	provided gat: a) The Client has complied with the provisions of clause b) Larsen has agreed that the Goods are defective; and c) the Goods are tetumer within a reasonable time at the c) the Goods are returned within a reasonable time at the c) the Goods are returned within a reasonable time at the c) the Goods are returned in as close a condition to that in c) the Condition of	20 : 1	satisfied with the resolution provided, the Client can make a complaint to the information Commissioner at www.paic.gov.au. Service of Notice over under this Contract shall be deemed for the contract of th
5.1	without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from an inadevertent mistake made by Larsen in the formation, and/or administration of this Contract:		Services. The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services. The Client agrees that the site will comply with any	10.2	instructions given to Larsen will not cause Larsen to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Larsen against any action taken by a fluid party against Larsen in	20.1	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:
3.2	and/or (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Larsen in respect of the Services. In the event such an error and/or omission occurs in	12. 12.1	other public authorities that may be applicable to the Participal and the property of the Client all lipenses and approvals that may be required for the Services the Client apress that the site will, comply with an occupational health and safety (OHS) laws relating to building/construction sites and any other relevant safety standards or legislation.	16.3	respect of any such infringement. The Client agrees that Larsen may (at no cost) use for the purposes of marketing or entry into any competition, any occuments, designs, drawings or Goods which Larsen has		by sending it by registered post to the address of the other party as stated in this Contract; if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt
	the, formation and/or administration of this Contract; and/or entire in/omitted from any literature (hard copy and/or operating simplined by Larsen in respect of the Services. In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to, the regiligence and/or wiltiul missonduct of Larsen; the Client shall not be entitled to treat this Contract as repudiated nor Chence in Contract.	12.1	shall not pass until:	17. 17.1	created for the Client. Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a	20.2	of confirmation of the transmission: (e) if sent by email to the other party's last known email address. Any notice that is posted shall be deemed to have been
4. 4.1	Change in Control The Client Shall give Larsen not less than fourteen (14) days prior written notice of any proposed change of ownership or the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address contact phone or far numbers, change of trustees, or business practice. The Client's rail be liable for any loss that the Client's area of the client's rail or the client's railure to comply different or the client's railure to comply	12.2 12.3	Receipt by Larsen of any form of payment other than cast shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.	17.2	and at Larsen's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes Larsen any money the Client shall indempite larsen and against all costs and	21 . 21.1	address. 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. Tusts.
	address, contact phone or fax number/s, change of frustees, or business practice). The Client shall be liable for any loss incurred by Larsen as a result of the Client's failure to comply with this clause.	12.5	(a) the Client has pelal of its other obligations to Larsen. Receipt by Larsen of any form of payment pither han cast shall not be deemed to be payment until that form of paymen has been honoured, cleared or recognised, it is further agreed that, until wowership of the Goods passes to the Client in accordance with quise 12.1. (b) the Client holds the benefit of the Client's insurance, or the Coods of trust for Larsen and must pay to Larsen the proceeds of any insurance in the event of the Goods being lost damaged or destroyed. (c) the client holds the Section of the Client holds the Section of the Coods of t		disbursements incurred by Larsen in recovering the debt including but not limited to internal administration rees, legal costs on a solicitor and own client basis, Larsen's contract default fee, and bank dishonour fees).	21.1	delivered. If the Client at any, time upon or subsequent to entering in to the Contract is admin in the capacity trustee of the Contract is admin in the capacity trustee office of the Contract is a contract in the Client coverants with Larsen as follows: If the Client coverants w
5. 5.1	with this Calles was a result or the client's failure to comply with this Calles was a festion to the client's failure to the complete the client acknowledges that Larsen shall (for the duration of the Services) liaise directly with one (1) authorised representative, and that once introduced as such to Larsen, that person shall have the full authority of the Client to order any Services, Goods anglor for request any variation thereto on the Client's behalf. The Client accepts that they will be solely liable to Larsen for all additional costs incurred by carsen impluting Larsens profit margin) in providing a service of variations, requested thereto by the Price and Payment.		the Goods on trust for Larsen and must pay to Larsen the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed; (c) the Client must not sell, dispose, or otherwise part with	17.3	Further to any other rights or remedies Larsen may have under this Contract, if a Client has made payment to Larsen and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in		Client now or subsequently may have against the Trust and the trust fund; (b) the Client has till and complete power and authority under the Just to enter into the Contract and the
	that person shall have the full authority of the client to order any Services, Goods and/or to request any variation thereto on the Client's behalf. The Client accepts that they will be solely liable to Larsen for all additional costs incurred by		possession of the Goods other than in the ordinan course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such ac-	17.4	addition to any further costs incurred by Larsen under this clause 17 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.		provisions of the Trust do not purport to exclude or Jake away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to indemnity or commit any breach of trust or be a party to
6 . 6.1	Services (2004) or variation's requested thereto by the Program of Payment August (2004) or variation's requested thereto by the Program of Payment (2004) or variation of Program of Payment (2004) or variation of Program		(d) the Client should not convert or process the Goods intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the	17.4	shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Larsen shall, whether or not due for payment, become immediately dayable it:		c) the Client will not write consent in writing of Larsen Larsen will pot unreasonably withhold consent), cause, permit or sutter to happen any of the following eyents:
	(a) as indicated on any invoice provided by Larsen to the Client; or (b) Larsen's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or		(d) I Larsen on demand: (d) In Larsen on demand: the Client should not convert or process the Goods or the process the condition of the Client Set of the Client Process and the Client Set of the Client Process and the Client Set of the Client S		prevaled for the Citient summer of the control of the Citient services of the control of the con		and other action which improve the constraint performs the constraint of the Cleieft will not without consent in writing of Larsen (Larsen will not unreasonably withhold consent), cause permit or suffer in happen any of the following events: (i) the remove a propher performent of the Client (ii) any attended to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the
6.2	(a) as indicated on any invoice provided by Larsen to the Lilent, or guoted price (subject to clause 6.2) which will consider the proper of the construction of the		recover possession of the Goods; (f) Larsen may recover possession of any Goods in transi whether or not Delivery has occurred; (g) the Client shall not charge or grant an encumbrance ove	:	(c) the Client 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	22 . 22.1	(iii) any advancement or distribution of capital of the (iv) any resettlement of the trust property. Client's Disclaimer client he right to rescind, or cancel the contract or to sub tor damages of to cleam restitution arising out of any inadverter in inserpresentation made to him by any several or agent of Larsen and the client acknowledges that independent of the contract of th
	whiling, and shown as variations on Larsen's invoice. The Client shall be required to respond to any variation submitted by Larsen within ten (10) working days. Failure to do so will entitle Larsen to add the cost of the variation to the Price. Payment for all variations must be made in tull at the time of		(h) Larsen may commence proceedings to recover the Price of the Goods will be they remain the property of Larsen; (h) Larsen may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client	18	(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.		out of any inadvertent misrepresentation made to him by any servant or agent of Larsen and the Client acknowledges that he buys the Goods relying solely upon his own skill and hiddened.
6.3 6.4	At l aread's cole discretion, a non-refundable denosit may be	13. ₁	(e) the Culent introvocably authorises Larsen to enter an premises wheel can be believes the Goods are kept and premises wheel can be believes the Goods are kept and the premises wheel can be accurated to the clear shall not change or grant an encumbrance were the clear shall not change or grant an encumbrance with the clear shall not change or grant an encumbrance with the cools while they remain the property of Larsen; in the Goods while they remain the property of Larsen; in the Goods while they remain the property of Larsen; in the Goods while they remain the property of Larsen; in the Goods while they remain the property of Larsen; the property securities Act 2009 ("PPSA") in this class manning statement, and continues the manning statement, security agreement on accountly interest has the Client acknowledges and agrees that these terms and conditions in writing the less than the client acknowledges and agrees that these terms and conditions of the Client to Larsen to Sevices. — that have previously been continued to the continues of the Client to Larsen to Sevices. — that have previously been continued to the continues of the Client to Larsen to Sevices. — that have previously been continued to the continues of the Client to Larsen to Sevices. — that have previously been continued to the continues of the Client to Larsen to the continues the continues to the continues to the continues the continues the continues to the continues the continues to the continues the	18.1	its creditors; or dispersion of the control of the	23 .1	Dispute Resolution If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in the either party shall send to the other party a notice of dispute in writing adequately. Meetingting and providing deals of the dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be a disputed to a single arbitration and the party refer such dispute to arbitration. Any arbitration shall be a presented to a single arbitration are normaled by the resident of the institute of Arbitration. Any arbitration and arbitration are considered to the arbitration of the continues for the conduct of commercial Australia.
	required Intel for, payment for the Coods being of the essence, the Price will be payable by the Client on the date's determined by Larsen, Which may be; (a) by way of installments/progress payments in accordance with Larsen s payment scriedule; (b) seven (7) days following the date in which a statement is posed by the contract of the date which is thirty (3) days following the date of any invoice given to the Client by Larsen.	13.2	Upon assenting to these terms and conditions in writing the Client, acknowledges and agrees that these terms are conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/o	18.2	Client. Larsen will not be liable to the Client for any loss or damage the client suffers because Larsen has exercised its rights under this clause. Larsen may cancel any contract to which these terms and		dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a
	seven (/) days following the date in which a statement is posted to the Client's address or address for notices; the date specified on any invoice or other form as being the date for payment; or	13.3	collateral (account) – being a monetary obligation of the Client to Larsen for Services – that have previously beer supplied and that will be supplied in the future by Larsen to the Client.		ngins funder this clause. Larsen may cancel any contract to which these terms and conditions apply or cancel belivery of Goods at any time petiore the Goods are delivered by giving written notice to the Client. On giving such notice Larsen shall repay to the Client any money paid by the Client for the Goods. Larsen shall not be lable by any loss or damage whatsoever arising from the conditional conditions the Client cancels Delivery of Goods the		resolution of the dispute, in the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:
6.5	(30) days following the date of any invoice given to the Client by Larsen. Payment may be made by cash, cheque bank cheque electronic/on-line banking, credit card la surcharge may apply	13.3	(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 Larser may reasonably require to:	18.3	such cancellation. In the event that the Client cancels Delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by larsen as a direct result of the		President of the Institute of Arbitrators Australia: and (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.
6.6	per transaction), or by any other method as agreed to between the Client and Larsen. Larsen may in its discretion allocate any payment received from the Client towards any invoice that Larsen determines		(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any, other, document required to be	18.4	such cancellation. In the event that the Client cancels Delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by Larsen as a direct result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for Goods made to the Client's specifications, or in on-stocklist items, will definitely not be accepted once production has commenced, or an ofder has	24. 24.1	General 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
	and may do so at the time of receipt or at any time afterwards. On any default by the Client Larsen may reallocate any payments previously received and allocated. In the absence of any payment allocation by Larsen, payment		registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 13.3(a)(i) or 13.3(a)(ii); (b) indemnify, and upon demand reimburse, Larsen for all	19 .1	peen placed. Privacy Policy All emails, documents, images or other recorded information held or used by Larsen is Personal Information, as defined	24.0	General The failure by either gary to enforce any provision of these the failure of the failure
6.7	will be deemed to be allocated in such manner as preserves the maximum value of Larsen's Purchase Money Security Interest (as defined in the PPSA) in the Goods. The Client shall not be entitled to set off against, or deduct from the Price any semination of the country of the		expenses incurred in registering a infancing statement on the Personal Propert Securities Register established by the PPSA or releasing any Goods charged thereby; (c) and register a tireacting change statement in respect of a		and referred to in clause 19.5, and inerefore considered confidential information. Larsen acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 I the Act 1980 light of the Act heing Privacy.	24.2	apply shall be governed by the laws of the state of Victoria in Which Larsen has its principal place of business, and are subject to the jurisdiction of the courts of Wodunga in that
6.8	Client by Larsen nor to withhold payment of any invoice because part of that invoice is in dispute. Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Larsen an		security interest without the prior written cohsent of Larsen; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to		Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area (TELA), under the EU Data Privacy Laws (including the General Data Protection Regulation GDPR)	24.3	Statisca, to the jurissication of me counts of woungs in that statistics are shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client ansing out of a breach by Larsen of these terms and conditions (alternatively Larsen's liability shall be limited, to garrages which under no circumstances shall exceed the larsen me ligogode and/or assign all or any part of its rights
	amount equal to any GST Larsen must pay for any supply by Larsen under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off any other amounts, at the same time and on the same		(a larsem; (d) not register, or permit to be registered, a financing change statement in relation to the Google and/or colleding la decount in Javour of a thrush many without the prior written consent of Larsem; Immediately advised larsem; of any material change in its best of the consent o		(collectively, "EU Data Privacy Laws"). Larsen acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Clients Personal Information, held by Larsen, that may result in serious harm, to the Client, Larsen	24.4	conditions (Alternatively Larsen's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). Larsen may licence and/or assign all or any part of its rights anson colligations under this Contract without the Clients
-	(d) failing any holice to the contrary, the date which is hinty (3)0 days following the date of any invoice given to the client by Larsen. Payment may be made by cash, cheque, bank cheque electronic on-line banking, credit card a surcharge may apply the control of the contro	13.4	result in a change in the nature of proceeds derived from such sales. Larsen and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by the security agreement created by		will notify the Client 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 Client by written consent, unless subsort to accordance.	24.5	The Client cannot license or accion without the written
7:1	Delivery of Goods Delivery ("Delivery") of the Goods is taken to occur at the time that: (a) the Client or the Client's nominated carrier takes possession of the Goods at Larsen's address; or	13.5	The Client waives their rights to receive notices unde sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PSA.	19.2	Notwithstanding clause 19.1, privacy limitations will extend to Larsen in, respect of Cookies, where transactions for purchases/orders transpire directly from Larsen, website.	24.6	but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Larsen's sub-contractors without that
7.2	(b) Larsen (or Larsen's nominated carrier) delivers, the Goods to the Client's nominated address even if the Client's not present at the address. At Larsen's sole discretion, the cost of Delivery is either	13.7	under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by Larsen, the Clien waives their right to receive a verification statement in accordance with section 157 of the PPSA.		similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Clients: (a) IP address, browser email client type and other similar	24.7	authority of Larsen. The Client agrees that Larsen may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes
7.3	included in the Price or is in addition to the Price. The costs of carriage and any insurance which the Client reasonably directs Larsen to incur, shall be rembursed by the Client (without any set off or other withholding, whatever) and	13.8 13.9	The Client must unconditionally ratify any actions taken by Lassen under clauses 13.3 to 13.5. Subject to any express provisions to the contrary (including those contained in this clause 13), nothing in these terms and		details, by tracking website usage and traffic; and content similar details, by tracking website usage and traffic; and content similar details, content to the content and traffic and tracking website usage and traffic; and content and tracking websites and tracki	04.0	shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client hakes a further request for Larsen to provide Goods to the Client
7.4	sital be deemed to be the Client's agent. Any time specified by Larsen for Delivery of the Goods is an estimate only. The Client must take Delivery by Tracest or Collection of the Goods whospital thousand the Collection.	14 . 14.1	concupions is injended to have me effect of contracting out of any of the provisions of the PPSA. Security and Charge In consideration of Larsen agreeing to supply the Goods, the Client Charges all of the rights this and indexed the provisions that	!	niformation (collectively Personal Information") In order to enable / disable the collection of Personal Information by way of Cookies; the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the underlied product to enable / disable provided product to enable / disable pr	24.8	requirer parry snail be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. Both narties warrant that they have the payer to enter into
	Delivery: Larsen will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. In the event that the Client is unable to take Delivery of the Goods as arranged then Larsen shall be entitled to charge a		or several) in any land realty or other assets capable of being charged, owned by the Client either now or in the tuture, to secure the performance by the Client of its obligations under these terms and conditions (including his	19.3	with a purchase/order via Larsen's website. The Client agrees for Larsen 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	۷۳.۵	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.
7.5	reasonable tee tor redelivery and/or storage, Larsen 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.	14.2	not limited to, the payment of any money). The Client indemnifies Larsen from and against all Larsen's costs and disbursements including legal costs on a solicitor	!	icense details electronic contact (email, Facebook or Twifter details), medical insurance details or next of kin and other contact information (where applicable), previous credit		
7.2 7.3 7.4	(b) Desessant in the door an anabel seathers ellivers, the Coods to the Client's nominated address even if a Coods to the Client's nominated address even if a Coods to the Client's not present at the address. At Larsen's side discretion, the cost of Delivery is either not client is safe and the client of the Client reasonably directs. Larsen to the Client reasonably directs. Larsen to incur, shall be reimbursed by the Client (without any set-off or other witholding whatever) and shall be deemed to be the selfent adject. The carrier shall be deemed to be the selfent adject. The coods is a consistent of the coods whenever, they are tendered for collection of the Goods whenever, they are tendered for collection of the Goods whenever, they are tendered for collection of the Goods whenever, they are tendered for collection of the Goods whenever, they are tendered for collection of the Goods whenever, they are tendered for collection of the Goods whenever, they are tendered for collection of the Goods whenever, they are tendered for collection of the Goods whenever, they are tendered for collection of the Goods whenever they does not carried as a rananged them Larsen while the provisions shall be entitled to charge a reasonable fee for redelivery and/or storage. Larsen may deliver the Goods in separate instalments. Each separate instalments hall be envisioned and paid in accordance with the provisions in these terms and conditions.	13.7 13.8 13.9 14. 14.1	Indiges the ways are the 1 Mar as people of an out-of debut unless of themse a queed to in writing by Larsen, the Clien waives their right to receive a verification statement in accordance with section 15 of the PSA. The Client must unconditionally rainly any actions taken by Subject to any excipes provisions to the contrary (including those contained in this clause 13), inphing in these terms and conditions is miended to have the effect of contracting our conditions is miended to have the effect of contracting our conditions in miended to have the effect of contracting our conditions are limited to the provisions of the PSA. In the provisions of the PSA. In the provision of the PSA in the provision of the prov	19.3	specifications, or for non-stocklist tiems, will definitely not be accepted once production has commenced, or an order has provided the property of the provided that the prov	24.8 24.9	approvided tarsen. Hence of assign which the whiteh approvided tarsen whence of subject to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by sp done, therefore, the Chern agrees and with the contraction, to any or Larsens sub-contractors without the authority of Larsen. He could alress at basequent future contracts with the Client of the Chern and