



Standard Contract Terms

1. Interpretation

1.1. In these Standard Contract terms:

- 1.1.1. *We, Us or Our* means Coral Coast Investments Pty Ltd A.C.N. 628 779 868 ATF The Carr Family Trust Trading as HJC Refrigeration and Airconditioning (“HJC”) our servants, agents and employees.
- 1.1.2. *You or Your* means the Customer identified in the Credit Application.
- 1.1.3. *Standard Contract Terms* means these terms as varied from time to time.
- 1.1.4. *Goods* include all raw materials, equipment and any other goods provided by Us to You from time to time.
- 1.1.5. *Works* means all work or services performed by Us on your behalf in accordance with instructions provided by You.

1.2. Titles are for guidance only and do not form part of the agreement.

2. Applicant’s Warranty

- 2.1. You warrant that all information provided to Us either in the Credit Application or otherwise in the application process is true and correct.
- 2.2. In the event that any of the information provided to Us pursuant to clause 2.1 becomes incorrect in the future, You agree to advise us of the change in writing within seven (7) days.
- 2.3. A breach of this clause constitutes a default for the purposes of clause 6, regardless of when We discover the breach.

3. Acceptance of Credit Application

- 3.1. We are under no obligation to accept Your Credit Application.
- 3.2. In the event that We do not accept Your Credit Application, You agree that We do not have to provide any explanation or reason for Our decision not to accept your Application.

4. Continuing Agreement

- 4.1. You agree that all subsequent agreements between Us and You are subject to Our Standard Contract Terms.

5. Terms of Credit

- 5.1. You agree that once a quote is accepted by You that you are agreeing to the Work being completed at the quoted cost.
- 5.2. You agree that if the quoted cost is more than Ten Thousand Dollars (\$10,000.00), You may be required to pay a 50% deposit to Us. You agree that this is within the discretion of Us.
- 5.3. Upon completion of Works carried out by Us for You under these Standard Contract Terms, We will issue You with an Invoice/Statement.
- 5.4. If We order any goods at Your request, You are liable for payment in respect of those goods,



regardless of whether any Works is carried out or otherwise.

- 5.5. You agree to pay all invoices and statements in cleared funds within the payment term listed on the invoice. In the event that no payment term is listed on the invoice, You agree to pay all invoices and statements within three (3) days.
- 5.6. We may apply any payment by You in reduction of any outstanding amount at Our discretion.
- 5.7. A failure to pay invoices and statements in accordance with the payment terms constitutes a default for the purposes of clause 6.

6. Default

- 6.1. If You default under this agreement, then all monies owing by You to Us become immediately due and payable.
- 6.2. In the event of a default, You agree to pay Us interest at a rate of 10% per annum on any amount outstanding.
- 6.3. You agree to indemnify Us against all costs associated with Your default, including but not limited to any solicitor's costs on the indemnity basis.

7. Retention of Title

- 7.1. All goods provided by Us to You remains Our property until payment of all monies owing to Us under Our Standard Contract Terms has been paid.
- 7.2. You agree to keep Our goods separate and identifiable.
- 7.3. You authorise and permit Us to access any premises where Our goods are stored from time to time for the purposes of inspecting the goods or taking possession of same.
- 7.4. You indemnify us from all claims, suits or actions, whether by You or any other party, for any loss, damage or harm, howsoever incurred, including by Our own negligence, arising from the exercise of our rights under this clause.
- 7.5. In the event that You:
 - 7.5.1. Cause Our goods to be merged with other goods; or
 - 7.5.2. Sell Our goods

prior to title passing to You, then you undertake to hold on trust for us either the value of the goods or the proceeds of sale and indemnify us against any loss, damage or harm we may suffer as a result of such merging or sale of Our goods.

8. Personal Property Security Act (PPSA)

- 8.1. You agree to reimburse Us for all costs and/or expenses incurred or payable by Us in relation to registering, maintaining or releasing any financial statement or financing charge statement under this Agreement.
- 8.2. You will not (except with Our written consent) allow to be, or be liable to become, perfected or attached in favour of any person, a security interest or transitional security interest in any



of the monies from time to time payable to Us (if any) or otherwise, or in Our property (including Our Equipment) and whether to a provider of new value or otherwise.

8.3 You waive the right to receive a copy of the verification statement confirmation registration of a financing statement or financing charge statement relating to the security interests under this Agreement. You agree that You and We contract out of and nothing in the provisions of Sections 95, 96, 117, 118, 121(4), 130, 132(3)(d), 132(4), 142 and 143 of the PPSA shall apply to this Agreement.

8.4 You and We acknowledge that You are the grantor and We are the holder of a Purchase Money Security Interest ("PMSI") by virtue of this Credit Application and/or the PPSA. You agree to do anything that We reasonably require to ensure that We have at all times a continuously perfected security interest over all of Our property, including Our equipment.

9. Safe Site Access

9.1. You agree that prior to Us undertaking the Work, we may inspect the site to ensure that the working conditions are safe for us to undertake the Work.

9.2. You acknowledge and agree that We will not undertake the Work until it is deemed by Us to be safe to do so and We may at any time provide notice to You that the site is not safe.

9.3. You agree that in the event we provide notice to You that the site is not safe, You will need to correct the issues stated in the notice and We will not enter the site to undertake the Work until the site is deemed by us as safe.

10. Delays, Release & Indemnity

10.1. You acknowledge that there may be delays with the delivery of Goods or the Works due to inclement weather ("wet weather delay")

10.2. You acknowledge that there will be a delay with the Work being undertaken in the event that the site is not deemed safe by Us.

10.3. You agree to hereby release and indemnify Us against all claims, suits and actions for any loss, damage or harm suffered as a result of the site being unsafe, any wet weather delay or work carried out by Us pursuant to Our Standard Contract Terms, howsoever caused (including by Our negligence).

10.4. Notwithstanding the provision of this clause, any claim which You may have against Us is expressly limited to costs of carry out the work the subject of the claim and liability does not extend to consequential loss including loss of profits.

11. Terminating Credit Agreement

11.1. We, at Our absolute discretion, may terminate the credit provided pursuant to Our Standard Contract Terms at any time.

11.2. In the event that we terminate credit in accordance with this clause, the terms of Our Standard Contract Terms continue to remain in force until all outstanding monies owed by You to Us have been paid in full.



- 11.3. You agree that We do not have to provide any explanation or reason for Our decision not to terminate the credit provided pursuant to Our Standard Contract Terms.

12. Provisions Relating to Companies & Trusts

- 12.1. The obligations imposed on You pursuant to the terms of this agreement continue notwithstanding any change of constitution or name or ownership.
- 12.2. In the event that the ownership of Your company changes, You undertake to cause the new owners to provide us with a completed copy of Our Credit Application within seven (7) days of the ownership changing.
- 12.3. If You are a trustee of a trust, You agree that We are subrogated against any rights You have against the trust assets, regardless of whether You are insolvent or otherwise.

13. Complaints and Claims

- 13.1. In the event that You are dissatisfied with the Goods or Work, You must notify Us of your complaint or claim within seven (7) days of the date of the invoice or statement.
- 13.2. You agree that upon receipt of your complaint or claim, we will within a reasonable time after receipt of the notice contact you to discuss, obtain further information from you and if necessary, organise a time to inspect the Goods or Work.
- 13.3. We will agree to rectify and remedy the complaint or claim should (the problem the cause of the complaint or claim) be caused by a technician employed by Us, at no expense to You.
- 13.4. You agree that in any other circumstance where the cause of the complaint or claim is not caused by Us, We will act reasonably and assist to the extent possible in addressing Your complaint or claim.

14. Notices

- 14.1. You agree that any notices to be served under this agreement, including payment claims, may be served, without limiting the methods of service otherwise available:
 - 14.1.1. By posting the notice to your post office box.
 - 14.1.2. By facsimile, email, or other electronic means.

15. Jurisdiction

- 15.1. The laws of Queensland govern Our Standard Contract Terms and any dispute arising out of them.
- 15.2. You irrevocably consent to any proceedings commenced pursuant to Our Standard Contract Terms being commenced in the Bowen registry of any Court of competent jurisdiction.
- 15.3. In the event that You commence proceedings against Us in respect of any work performed pursuant to Our Standard Contract Terms, in any registry other than the Bowen registry, You irrevocably consent to the transfer of the proceedings to the appropriate Bowen registry.



16. Orders

- 16.1. We shall have no obligation to accept any order from You.
- 16.2. You may not cancel or vary any order without prior written consent by Us. In the event of any such cancellation or variation being accepted by Us then You shall immediately pay to Us all costs incurred consequent upon such cancellation.

17. Consumer Credit Information – Equifax (formerly Veda Advantage Pty Ltd)

You authorise Us as follows:-

- (a) Give Information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988)

We have informed You that We may give certain personal information about You to a credit reporting agency.

- (b) Exchange of Credit Worthiness Information (Section 18N, Privacy Act 1988)

You agree that We may exchange information with **Equifax** for the following purposes:-

- (i) To assess an application by You for credit;
- (ii) To notify other credit providers of a default by You;
- (iii) To exchange information with other credit providers as to the status of any debt or loan where You are in default with other credit providers;
- (iv) To assess Your credit worthiness.

You understand that the information exchanged can include anything about Your credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.