



Vickery Holdings Trading Pty Ltd ACN 613 073 671
14 Rielly Street, Torrington QLD 4350
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Email: admin@vickeryholdings.com.au
www.vickeryholdings.com.au

Vickery Holdings Trading Pty Ltd ACN 613 073 671 - Terms & Conditions

1. Definitions and Interpretation / Agreement

(a) In these Terms & Conditions:

"Agreement" means the contract made between the Company and the Customer in relation to the supply of Goods and Services, and includes:

- (a) The Customer's Credit Application;
- (b) These Terms & Conditions; and
- (c) Any quotation provided by the Company (if any);

"Australian Consumer Law" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

"BIFA" means the *Building Industry Fairness (Security of Payment) Act 2017* (Qld)

"CCA" means the *Competition and Consumer Act 2010* (Cth);

"Company" means Vickery Holdings Trading Pty Ltd ACN 613 073 671;

"Company's Website" means www.vickeryholdings.com.au.

"Consumer" means a person acquiring Goods:

- (a) of a kind ordinarily acquired for personal, domestic or
- (b) household use or consumption; or
- (c) at a price not exceeding \$40,000; or
- (d) of a kind ordinarily acquired for personal, domestic or
- (e) household use or consumption; or
- (f) that consist of a vehicle or trailer acquired for use principally in the transport of goods on public roads,

but excludes a person acquiring the Goods, or holding himself or herself out as acquiring the Goods for the purpose of:

- (g) re-supply; or
- (h) using them up or transforming them, in trade or commerce, in the course of a process of production or manufacture or in the course of repairing or treating other goods or fixtures on land.

"Consumer Goods" means 'goods of a kind ordinarily acquired for personal, household or domestic use or consumption', as that expression is used in section 3 of the Australian Consumer Law.

"Consumer Guarantee" means a consumer guarantee applicable to this contract under the Australian Consumer Law, including any Express Warranty.

"Consumer Services" means 'services of a kind ordinarily acquired for personal, household or domestic use or consumption', as that expression is used in section 3 of the Australian Consumer Law.

"Customer" means the person, company or other legal entity who places an order for Goods from the Company. Where the context permits, it includes Customer's employees and contractors.

"Delivery Point" means the location for delivery of the Goods, as agreed between the Company and the Customer.

"Drop Spot" means the place as close to the Delivery Point as, in the opinion of the Company or its transport contractor, it is safe or prudent to deliver the Goods.

"Express Warranty" has the same meaning as in section 2(1) of the Australian Consumer Law.

"Fair or Reasonable" means 'fair or reasonable' for the purposes of section 64A of the Australian Consumer Law.

"Financing Statement" and **"Financing change statement"** means a "financing statement" and a "financing change statement" within the meaning of s.10 of the PPS Act.

"Goods" means any goods supplied by the Company to the Customer under these Terms & Conditions.

"GST" means "GST" within the meaning of the GST Act.

"GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (as amended) (Cth) (in Australia) and Goods and Services Tax Act 1985 (in New Zealand) and the following expressions bear the same meaning as in the GST Act: "tax invoice", "taxable supply" and "value".

"PMSI" means a purchase money security interest as defined in section 14 of the PPS Act.

"PPS Act" means the *Personal Property Securities Act 2009* (Cth).

"Proceeds" means "proceeds" within the meaning of section 31 of the PPS Act.

"Register" means the Personal Property Securities Register established under the PPS Act.

"Security Agreement" means a "security agreement" within the meaning of s.10 of the PPS Act.

"Security Interest" means a "security interest" within the meaning of section 12 of the PPS Act.

"Services" means any services supplied by the Company to the Customer under these Terms & Conditions.

"Site" means the land or premises located at the address to which Goods are to be delivered as requested by the Customer.

"Working Hours" means between 9:00am and 5:00pm Monday to Friday (inclusive) excluding public holidays in Toowoomba.

(b) Terms and expression defined in or for the purposes of the CCA or the PPS Act have the same meaning when used in these Terms & Conditions.

1. General

(a) These Terms & Conditions apply to:

- (i) the establishment, operation and use of any account of the Customer with the Company;
 - (ii) all transactions effected by the Customer with the Company for the supply of Goods or Services on its account or on a cash basis unless otherwise expressly agreed in relation to any particular supply of Goods and Services; and
 - (iii) the exclusion of all others including any Terms & Conditions of the Customer.
- (b) These Terms & Conditions shall apply as if incorporated into each order placed by the Customer with the Company.

2. Agreement Terms

(a) The Customer is taken to have accepted and is immediately bound, jointly and severally, by these Terms & Conditions at the earlier of the time that the Customer:

- (i) places an order for Goods or Services; or
- (ii) accepts delivery of the Goods.

(b) Unless other terms and conditions are expressly accepted by the Company by means of a written amendment to these Conditions signed by a director of the Company and referring specifically to the conditions to be amended, these Conditions shall exclude and supersede all prior discussions, representations and arrangements, and any other oral or written terms and conditions whether or not the same are endorsed upon, delivered with or referred to in any delivery docket or other document delivered with or referred to by the Customer to the Company.

3. Orders

- (a) A written or verbal quotation issued by the Company to the Customer is an offer to sell and is only relevant for that order.
- (b) The Company may withdraw, revoke or vary a written quotation at any time prior to the Customer submitting an order which accepts the offer to sell comprised by the written quotation.
- (c) A contract for the supply of Goods is made when the Customer communicates (by writing or conduct) to the Company its acceptance of a written quotation or places an order for Goods from the Company.
- (d) An order from the Customer on terms which are inconsistent with the terms of a written quotation (or where no quotation has been supplied) is an offer by the Customer to buy Goods from the Company. A contract for the supply of Goods is made if the Company communicates that it is prepared to supply the requested Goods in which case the contract is deemed to have been made as at the date of the Customer's order and these Conditions shall apply.
- (e) A contract made pursuant to clauses 3(c) or 3(d) is wholly documented by any specific terms agreed by the Company and the Customer in writing including, without limitation, in a quotation and in all cases, includes these Conditions. To the extent that any inconsistency arises between the terms of a quotation and any clause of these Terms & Conditions, the terms of these Terms & Conditions prevail to the extent of the inconsistency.
- (f) Notwithstanding any other provisions of these Conditions, it is a term of the contract made between the Company and the Customer that the Company has discretion to refuse to supply Goods to the Customer (without liability to the Customer) where:
 - (i) Goods are unavailable or insufficient for any reason whatsoever;
 - (ii) the Customer has failed to comply with the terms of the Agreement; or
 - (iii) the Company considers it necessary or desirable to do so for any reason at all.
- (g) The Customer agrees that it does not rely on the skill or judgement of the Company in relation to the suitability of any of the Goods for a particular purpose unless it has indicated that purpose in writing to the Company and the Company has acknowledged in writing that the Goods will be fit for the particular purpose.



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- (h) The Company may cancel the order at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Company agrees to repay to the Customer any money paid by the Customer for the Goods. The Company shall not be liable for any Loss or damage whatsoever arising from such cancellation.
- (i) In addition to payment of the price for Goods, the Customer is responsible for and the Company may recover from the Customer:
- (i) taxes (other than income tax and GST), stamp duty or other statutory charges or levies whether State or Federal payable in relation to the supply of Goods;
 - (ii) the cost of delivery of Goods including, without limitation, costs relating to long loads, wide loads, escorted loads, drop trailers, crane trucks (including essential personnel), particular dunnage requirements, palletising or crating of materials, early deliveries, small delivery loads and delivery to non-metropolitan sites;
 - (iii) costs incurred by the Company arising out of late notification by the Customer of a change to an agreed delivery schedule with such costs to include, without limitation, costs of double handling, storage of material trailer hire and scheduling of production and delivery;
 - (iv) storage charges where Goods are not collected immediately upon being made available for collection at the Company's premises;
 - (v) demurrage costs or charges incurred by the Company for attendance at a Delivery Point after the expiration of the first three quarters of an hour such charges to be calculated at master carrier rates;
 - (vi) all administration costs (including internal costs), debt recovery costs, legal costs and disbursements on an indemnity basis incurred by the Company in relation to a breach of these Conditions by the Customer;
 - (vii) all costs, charges, expenses or any other outgoings incurred by the Company with respect to any Variation by the Customer;
 - (viii) all costs or charges incurred by the Company with respect to the recovery or return of Goods from the Customer (including re-stocking charges) whether or not such recovery or return of Goods occurs in relation to any breach of these Conditions; and
 - (ix) the costs of any testing or inspection of Goods, or testing or inspection of products or materials required by the Customer to be used in relation to the manufacture of Goods.
- 4. Invoicing, Payment and Default**
- (a) For the purposes of BIFA a reference date accrues:
 - i. each time the Customer places an order with the Company;
 - ii. each time the Company delivers or supplies the Customer with Goods or Services; and
 - iii. on the last day of each calendar month.
 - (b) The Company will invoice the Customer for Goods or Services ordered by or supplied to the Customer on or after a reference date.
 - (c) If the Company has agreed to supply Goods or Services to the Customer on credit the Customer must pay all invoices within 30 days of the date the invoice is given to the Customer.
 - (d) If the Company has not agreed to supply Goods or Services to the Customer on credit the Customer must pay all invoices within the time stated on the invoice. If no time is stated on the invoice the Customer must pay the invoice within 7 days.
 - (e) All invoices must be paid without deduction or set-off. The Customer is not entitled to any withhold any retention.
 - (f) For the purposes of BIFA, any payment schedule must be given within 15 business days from the date of receipt of invoice. The payment schedule must (i) identify the invoice to which it responds; (ii) state the amount of payment the Customer proposes to make; and (iii) if the amount to be paid is less than the amount stated in the invoice, state why the amount to be paid is less, including the reasons for withholding payment.
 - (g) Any payment schedule must be provided by email to admin@fencehireaustralia.com.au.
 - (h) In the event that the Customer does not pay any monies owing to the Company by the due date for payment, interest shall be applied on the amount of monies outstanding from the date due for payment until the date payment is made at the penalty rate set out in section 67P of the *Queensland Building and Construction Commission Act 1991* (Qld).
- 5. Credit Card Payments**
- (a) If a Customer pays its outstanding account by a credit card, at the time the transaction is processed the Customer must pay to the Company an amount that the company determines (acting reasonably) to be equal to the merchant service fee or any similar fee payable by the Company to its transaction acquirer in connection with the transaction.
 - (b) The Company may add any amount payable by the Customer under paragraph (a) to the price of the relevant Goods or Services supplied or to be supplied by the Company to the Customer
- 6. GST**
- (a) To the extent that a party makes a taxable supply in connection with these Terms & Conditions, the consideration payable by a party under these Terms & Conditions represents the value of the taxable supply for which payment is to be made, unless otherwise expressly agreed.
 - (b) Subject to clause 5(c), if a party makes a taxable supply pursuant to these Terms & Conditions for a consideration which, under clause 5(a), represents its value, then the party liable to pay for the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.
 - (c) A party's obligation to make payment under clause 5(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- 7. Cancellation of Orders**
- The Customer may not cancel any order that it places for supply of Goods or Services after that order is accepted by the Company unless the Company gives it consent in writing. The Company may give or withhold its consent in its absolute discretion. The Company may give its consent subject to conditions that may include payment of money to the Company up to the amount payable by the Customer if the order proceeded. If notice is provided to the Company no later than 7 clear days prior to the date that the Company was first required to supply the Goods as ordered by the Customer, the amount payable by the Customer shall not exceed 10% of the total amount payable by the Customer if the order proceeded.
- 8. Suspension of Credit**
- The Company may at any time refuse to extend credit or further credit to the Customer (and without the Company having or giving any reason for doing so).
- 9. Delivery**
- (a) Unless the Customer arranges collection of the Goods, the Company will deliver Goods to the Customer as follows:
 - (i) the Company reserves the right to arrange transport by any means in its absolute discretion;
 - (ii) unless otherwise agreed to by the Company, delivery will be made during Working Hours to the Delivery Point;
 - (iii) the Company or its transport contractor will deliver the Goods to the Drop Spot and delivery occurs and risk in the Goods passes to the Customer when the Company's or its transport contractor's delivery vehicle arrives at the Drop Spot;
 - (iv) the unloading of Goods at a Drop Spot is the Customer's responsibility at its own cost and risk but the Company or its transport contractor may, without liability to the Customer, unload the Goods at the Drop Spot if the Customer requests the Company to do so or is absent from the Drop Spot at the time the Company or its transport contractor wishes to unload. The Customer releases and forever discharges the Company and its transport contractor from and against any claim, cause of action or liability arising out of the unloading of Goods at the Drop Spot;
 - (v) where the Customer attends the Company's premises, or arranges for collection by their own carrier to acquire Goods the Company may, in its discretion:
 - (A) deliver the Goods into or onto the Customer's or the carrier's vehicle in which case risk in the Goods passes to the Customer and delivery is effected when the Goods are set down in or on the Customer's or carrier's vehicle; or



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- (B) deliver the Goods by setting them down alongside the Customer's or carrier's vehicle in which case risk in the Goods passes to the Customer and delivery is effected when the Goods are set down alongside the Customer's or carrier's vehicle notwithstanding that the Company's staff may, on request, assist the Customer or carrier to load the Goods into or onto the Customer's or carrier's vehicle.
- (b) Where the Company or its transport contractor enters the Customer's premises or the premises of a third party nominated by the Customer as a Delivery Point, the Customer:
- (i) releases the Company from any claim the Customer may at any time have had against the Company but for this release in respect of damage occasioned to the Customer's premises or injury to persons arising out of the delivery by the Company or its transport contractor of Goods to such premises; and
 - (ii) indemnifies and holds the Company harmless from and against any loss, damage or liability suffered or incurred by the Company in respect of damage occasioned to the third party's premises or injury to persons arising out of the delivery by the Company or its transport contractor of Goods to the premises of the third party, except for and to the extent that such Loss, damage or liability suffered or incurred by the Company arises out of the negligence or carelessness of the Company or its transport contractor.
- (c) A statement on an invoice or delivery docket given to the Customer by the Company as to the quantity, description, date and place of delivery of Goods will, as between the Company and the Customer, be a conclusive statement and will bind the parties for all purposes.
- (d) Unless otherwise agreed by the Company and the Customer in writing, the Company will bundle or package Goods the subject of an order in its discretion and the Customer releases and forever discharges the Company from any liability or claim arising out of such bundling or packing by the Company.
- (e) The Company will not be liable for any Loss incurred as a result of delay or failure to make any supply of Goods or to observe any of these Conditions due to an event of Force Majeure. During the continuance of an event of Force Majeure the Company's obligations under these Conditions will be suspended.
- (f) It is the Customer's responsibility to ensure that all applicable health and safety regulations are observed and other appropriate steps taken in relation to the storage, handling and use of the Goods and, where information is supplied to the Customer on potential hazards relating to the Goods, to bring such information to the attention of its employees, agents, subcontractors, visitors and customers. Without prejudice to the foregoing, it is also the Customer's responsibility to provide safe facilities for the reception of the Goods into storage.
- (g) The obtaining and maintenance in full force and effect of any necessary licences, permits, approvals, authorisations or consents in respect of the Goods is the sole responsibility of the Customer. The Company will not have any liability in respect of Goods purchased by the Customer without holding the necessary licences, permits, approvals, authorisations or consents.
- 10. Retention of Title**
- (a) The Customer agrees that legal and equitable title to the Goods is retained by the Company until the Company receives payment in full from the Customer for the Goods and all other goods and services supplied to the Customer by the Company at any time.
- (b) Prior to title in the Goods passing to the Customer, the Customer:
- (vi) holds the Goods as bailee and fiduciary agent of the Company;
 - (vii) must store the Goods separate from its own goods and those of any other third party in such a way as to clearly indicate at all times that the Goods are owned by, or jointly with the Company; and
 - (viii) must ensure that, at all times, the Goods are properly stored, protected, readily identifiable and insured.
- (c) The Customer hereby agrees to accept this appointment as bailee and fiduciary agent of the Company.
- (d) The Customer may sell or deal in the ordinary course of business with the Goods provided that:
- (i) any such sale or dealing is at arms' length and on market terms; and
 - (ii) the Customer holds the proceeds of any sale of or dealing in the Goods sufficient to discharge any liability to the Company in respect of any payment for the Goods on trust for the Company as the beneficial property of the Company and the Customer must pay such amount to the Company on demand.
- (e) Notwithstanding any other provision to the contrary, the Company reserves the following rights in relation to the Goods until all amounts owed by the Customer to the Company in respect of the Goods and all other Goods supplied to the Customer by the Company at any time are fully paid:
- (i) legal and equitable ownership of the Goods;
 - (ii) to retake possession of the Goods; and
 - (iii) to keep or resell any of the Goods repossessed.
- (f) The Customer agrees that:
- (i) in the event of a breach of this contract by the Customer including, without limitation, failure by the Customer to make payment for the Goods by the date specified by the Company to the Customer, the Customer must return the Goods to the Company immediately on demand; and
 - (ii) if the Customer does not return the Goods to the Company on demand, the Company shall be entitled (without further notice) to enter upon the Customer's premises at any time to do all things necessary to recover the Goods.
- (g) The Customer hereby grants full leave and irrevocable licence to the Company and any person authorised by the Company to enter upon the premises where the Goods may for the time being be placed or stored for the purpose of retaking possession of the Goods.
- (h) The Customer agrees that:
- (i) it shall be liable for all costs, losses, damages, expenses or any other sums of money incurred or suffered by the Company (including consequential losses and damages) as a result of the Company retaking possession of the Goods or otherwise exercising its rights under this clause; and
 - (ii) it shall indemnify the Company for all fees (including legal fees of a full indemnity basis), costs and expenses incurred or suffered as a result of any and all prosecution, actions, demands, claims or proceedings brought by or against the Company in connection with the retaking possession of the Goods or the exercise by the Company of its rights under these Conditions, and the Customer shall repay all such fees, costs, losses, damages, expenses or any other sums of money on demand.
- 11. Exclusions of Warranties and Limitations of Liability**
- (a) The Company acknowledges that the Australian Consumer Law and similar legislation provides:
- (i) certain rights for Consumers that cannot be excluded; and
 - (ii) in relation to the supply of goods and services, that in some circumstances the Customer may be a Consumer.
- (b) Subject to paragraph (c), the Company excludes any and all conditions, warranties, terms and consumer guarantees implied by statute, general law or custom (including without limitation the Australian Consumer Law) applicable to any supply of Goods and Services under these Terms & Conditions.
- (c) The Consumer Guarantees apply to any supply of goods and services where the Customer is a Consumer, and the liability of the Company in connection with the Consumer Guarantees is not limited except as stated in paragraph (d).
- (d) If the Customer is a Consumer in relation to the supply of goods and services, and those goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the liability of the Company in connection with the Consumer Guarantees is limited to one of the following (as selected by the Company):
- In the case of goods
- (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring goods equivalent to the goods; or



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- (iv) the payment of the cost of having the goods repaired, except where it is not fair and reasonable to limit liability in this way.

In the case of services

- (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.
- (e) The Company:
- (i) excludes any liability in contract, tort (including negligence) or otherwise, in connection with any supply of Goods and Services for any indirect damages or losses, or for any special, punitive or exemplary damages;
 - (ii) limits its liability in contract, tort (including negligence) or otherwise, in connection with any supply of Goods and Services and for all claims under or relating to the Goods or Services and to the sums payable by the Customer for the Goods or Services; and
 - (iii) excludes any liability for or in connection a claim that the Goods or Services supplied by the Company under these Terms & Conditions is not fit for a particular purpose, except where the Company has a liability as contemplated by paragraph (a) or (d).
- (f) The Customer is liable for and shall indemnify the Company against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against the Company and any environmental loss, cost, damage or expense) in respect of:
- (i) Personal injury;
 - (ii) Damages to intangible property; or
 - (iii) A claim by a third party in respect of the Customer's use of the Goods. The Customer's liability under this indemnity is diminished to the extent that the Company's breach of the Terms & Conditions (if any) or negligence causes the liability, claims, damage, loss, costs or expenses.
- (g) The indemnity set out in paragraph f) above is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of the Agreement. It is not necessary for a party to incur an expense or make any payment before enforcing a right of indemnity conferred under these Terms & Conditions.
- (h) The Company will not be liable to the Customer for any acts or omissions of any person supplied by the Company where that person is acting under the Customer's direction or control and the Customer shall indemnify the Company against all liability, claims, damages, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis) arising from or incurred in connection with such acts or omissions.
- (i) Subject to the provisions contained in this clause 10, the Company will not be responsible for failure or delay in delivery, pickup, installation or removal and will have no liability to the Customer or any other person for any loss (including any consequential loss) arising out of such failure or delay.
- 12. PPS Act**
- (a) In relation to any security interest constituted or contemplated in relation to any Proceeds arising from the supply of Goods by the Company, the Customer consents to the Company effecting and maintaining a registration on the Register (in the manner the Company considers necessary, including a master security interest registration that stays on the Customer's record at all times, even if no Goods have currently being supplied by the Company to the Customer) of that security interest.
- (b) The Customer also agrees to sign any documents and provide all cooperation to the Company required to facilitate that registration and maintenance. At the Company's sole discretion, the Company may register a Financing Statement or Financing Change Statement in respect of a security interest at any time. The Customer's right to receive notice of a verification statement regarding the registration of a security interest on the Register in respect of Goods supplied on account is hereby waived.
- (c) The Customer agrees not to register a financing change statement in respect of a security interest contemplated or constituted by the Supply Agreement or in favour of a third party, without the Company's prior written consent.
- (d) The Customer will pay all costs, expenses and other charges incurred, expended or payable by the Company in relation to the filing of a Financing

Statement or Financing Change Statement in connection with the Supply Agreement.

- (e) If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising under or in connection with the Supply Agreement and sections 115(1) or 115(7) of the PPS Act allows for contracting out, then the following provisions of the PPS Act will not apply and the Customer will have no rights under them:
- (i) in respect of section 115(1), section 95 (to the extent of notices to the grantor); section 96; section 118 (to the extent of notices to the grantor); sections 121(4); 125; 130; 132(3)(d); 132(4); 135; 142; and 143; and
 - (ii) in respect of section 115(7); sections 127; 129(2); 129(3); 130(i); 132; 134(s); 135; 136(3); 136(4); 136(5); 137; and 275(7)(c).
- (f) The Customer and the Company agree not to disclose information of the kind referred to in section 275(1) of the PPS Act.
- (g) For the sake of clarity, the Goods supplied are the collateral and the security agreement is the Supply Agreement pursuant to the PPS Act.
- (h) In respect of the PPS Act, goods means all of the Goods supplied to the Customer from time to time, provided that:
- (i) (but solely for the purpose of the application of the PPS Act) where the Goods supplied are the Customer's inventory, then all references to Goods in these Conditions shall in respect of those Goods, be read as references to inventory for so long as they are held as inventory; and
 - (ii) where the Goods supplied are not, or are no longer held as, the Customer's inventory, then all references to Goods in these Conditions shall, in respect of those Goods mean the Goods described in any one or more of the relevant order form, packing slip or invoice (or its equivalent, whatever called) prepared by the Seller and relating to those goods, on the basis that each such order form, packing slip or invoice (or its equivalent) is deemed to be assented to by the Customer, incorporated in, and form part of these Conditions; and
 - (iii) unless the context requires otherwise, includes all Proceeds of such Goods and any product or mass which the Goods subsequently become part of.
- (i) Money received from the Customer in connection with the Agreement may be applied by the Company towards the Customer's obligations under any security interest contemplated or constituted by the Agreement in any way as the Company determines.
- (j) The Customer agrees to notify the Company immediately in writing of any material change to the information contained in or associated with the Credit Application.
- (k) The Customer must not create, purport to create or allow to be created any security interest in the Goods supplied under any circumstances.

13. Changes to Terms & Conditions

- (a) The Company may amend these Terms & Conditions at any time by publishing the amendments on its Company's websites or otherwise notifying the Customer.
- (b) The amended Terms & Conditions will apply to any supply of Goods or Services from the time the amendments are published on the Company's website or otherwise notified to the Customer. Any such amendment will not affect the validity or enforceability of the agreement between the Company and the Customer in any way.

14. Signatory's Warranties

Any person signing any document on behalf of Customer in respect of the supply of Goods or Services warrants that they:

- (a) have the Customer's authority to contract with the Company on the Customer's behalf; and
- (b) have been authorised by the Customer to bind the Customer to purchase the Goods or Services on the terms set out in the Agreement, and agrees to indemnify the Company against all losses, costs and claims incurred by the Company if this is not the case.

15. Dispute Resolution

- (a) If there is any dispute between the Customer and the Company or the Customer wishes to make a claim against the Company, the Customer must notify the Company in writing of the dispute, including details of the claim, before proceedings are commenced in any Court or Tribunal.



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- (b) Within 14 days from the date that a notice under subparagraph (a) is received by the Company, representatives of the Customer and the Company must meet at the premises of the Company in an attempt to resolve the dispute.
- (c) the Customer agrees that it will not commence proceedings against the Company unless the meeting referred to in subparagraph (b) above fails to resolve the dispute between the parties.

16. Severability

If any part of these Terms & Conditions become null and void then that part shall be severed and the remaining parts of the agreement shall continue to operate and bind the parties.

17. Law and Jurisdiction

- (a) These Terms & Conditions are governed by the law of Queensland and the parties submit to the exclusive jurisdiction of the Court in Toowoomba or Brisbane (if the relevant Court registry is not located in Toowoomba). Neither party will object to that forum for any reason.
- (b) Nothing in these Terms & Conditions is intended to exclude, limit, restrict, alter or modify and terms, conditions, warranties or guarantees that cannot be excluded by law. These Terms & Conditions are incorporated into any quote, invoice, agreement, statement, variation or other written agreement supplied by the Company to the Customer. These Terms & Conditions supersede any other agreements, arrangements or understandings, including any conditions contained in the Customer's own purchase order or agreement, whether in writing or oral. Any failure by the Company to enforce any clause of these Terms & Conditions will not be construed as a waiver of the Company's rights under these Terms & Conditions.