

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

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Unison Joints 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.

SIGNED (CLIENT): _____ **SIGNED (UNISON JOINTS):** _____

Name: _____ Name: _____

Position: _____ Position: _____

Date: _____ Date: _____

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

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Unison Joints Pty Ltd and its successors and assigns ("Unison Joints") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

____ ("the Client") [Insert Company Name In Box Provided]

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

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

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

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

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

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

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

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

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

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

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

Union Joints Pty Ltd – Terms & Conditions of Trade	
1. Definitions	
1.1 "Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting Union Joints to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:	5.3
(a) if there is more than one Client, is a reference to each Client jointly and severally; and	5.4
(b) if the Client is a partnership, it shall bind each partner jointly and severally; and	
(c) if the Client is on behalf of or part of, a Trust, shall be bound in its own capacity as a trustee; and	
(d) includes the Client's executors, administrators, successors, and permitted assigns.	
1.2 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs. Contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.	5.5
1.3 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.	5.6
1.4 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when using Union Joints' website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.	5.7
1.5 "Goods" means all Goods or Services supplied by Union Joints to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).	
1.6 "GST" means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).	
1.7 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between Union Joints and the Client in accordance with clause 5 below.	5.8
1.8 "Union Joints" means Union Joints Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Union Joints Pty Ltd.	
2. Acceptance	
2.1 The parties acknowledge and agree that:	
(a) they have read and understood the terms and conditions contained in this Contract; and	6.
(b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.	6.1
2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.	
2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	
2.4 The Client acknowledges and accepts that:	
(a) the supply of Goods on credit shall not take effect until the Client has completed a credit application with Union Joints and it has been approved with a credit limit established for the account; and	
(b) in the event that the supply of Goods requested exceeds the Client's credit limit and/or the account exceeds the payment terms, Union Joints reserves the right to refuse delivery;	
(c) the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, Union Joints reserves the right to vary the Price with alternative Goods as per clause 5.2, subject to prior confirmation and agreement of both parties; and	
(d) Union Joints also reserves the right to halt all Services until such time as Union Joints and the Client agree to such changes. Union Joints shall not be liable to the Client for any loss or damage the Client suffers due to Union Joints exercising its rights under this clause.	
2.5 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	
3. Errors and Omissions	
3.1 The Client acknowledges and accepts that Union Joints shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):	
(a) resulting from an inadvertent mistake made by Union Joints in the formation and/or administration of this Contract; and/or	
(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Union Joints in respect of the Services.	
3.2 In circumstances where the Client is required to place an order for Goods, in writing, or otherwise as permitted by these terms and conditions, the Client is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Goods (whether they are made to order Goods or not) ("Client Error"). The Client must pay for all Goods it orders from Union Joints notwithstanding that such Goods suffer from a Client Error and notwithstanding that the Client has not taken or refuses to take Delivery of such Goods. Union Joints is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.	
4. Change in Control	
4.1 The Client shall give Union Joints not less than fourteen (14) days prior written notice of any proposed change of ownership of 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 fax numbers, change of trustees, or business practice). The Client shall be liable for any loss incurred by Union Joints as a result of the Client's failure to comply with this clause.	
5. Price and Payment	
5.1 At Union Joints' sole discretion, the Price shall be either:	
(a) as indicated on any invoice provided by Union Joints to the Client upon placement of an order for Goods; or	
(b) Union Joints' quoted Price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	10.2
5.2 Union Joints reserves the right to change the Price if a variation to Union Joints' quotation is requested. Variations will be charged for on the basis of Union Joints' quotation, and will be detailed in writing, and shown as variations on Union Joints' invoice. The Client shall be required to respond to any variation submitted by Union Joints within ten (10) working days. Failure to do so will entitle Union Joints to add	10.3
the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	
At Union Joints' sole discretion, a reasonable non-refundable deposit may be required upon placement of an order for Goods, in accordance with any quotation provided by Union Joints or as notified to the Client prior to the placement of an order for Goods.	
Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Union Joints, which may be:	
(a) on or before delivery of the Goods; or	
(b) before delivery of the Goods; or	
(c) by way of instalments/progress payments in accordance with Union Joints' payment schedule; or	
(d) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices; or	
(e) the date specified on any invoice or other form as being the date for payment; or	
(f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Union Joints.	
Payment may be made by electronic/on-line banking, or by any other method as agreed to between the Client and Union Joints.	
Union Joints may in its discretion allocate any payment received from the Client towards any invoice that Union Joints determines and may do so at the time of receipt or at any time afterwards. On any default by the Client Union Joints may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Union Joints, payment will be deemed to be allocated in such manner as preserves the maximum value of Union Joints' Purchase Money Security Interest (as defined in the PPSA) in the Goods.	11.
The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Union Joints nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify Union Joints in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as Union Joints investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in Union Joints placing the Client's account into default and subject to default interest in accordance with clause 15.1.	11.1
Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Union Joints an amount equal to any GST Union Joints must pay for any supply by Union Joints under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	11.2
Product Specifications	
The Client acknowledges that:	
(a) all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in Union Joints' or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contract, unless expressly stated as such in writing by Union Joints;	11.3
(b) while Union Joints may have provided information or figures to the Client regarding the performance of the Goods, the Client acknowledges that Union Joints has given these in good faith and are estimates based on industry prescribed estimates.	
Provision of the Services	
Delivery ("Delivery") of the Goods is taken to occur at the time that:	11.4
(a) the Client or the Client's nominated carrier takes possession of the Goods at Union Joints' address; or	11.5
(b) Union Joints (or Union Joints' nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.	11.6
The cost of Delivery will be payable by the Client in accordance with the quotation provided by Union Joints to the Client, or as otherwise notified to the Client prior to the placement of an order for Goods.	11.7
Union Joints may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	11.8
The Client must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery.	11.9
Any time specified by Union Joints for Delivery of the Goods is an estimate only and Union Joints will not be liable for any loss or damage incurred by the Client because of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. If Union Joints is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then Union Joints shall be entitled to charge a reasonable fee for redelivery and/or storage.	12.
Risk	12.1
Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.	12.2
If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, Union Joints is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Union Joints is sufficient evidence of Union Joints' rights to receive the insurance proceeds without the need for any person dealing with Union Joints to make further enquiries.	12.3
If the Client requests Union Joints to leave Goods outside Union Joints' premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.	
Compliance with Laws	
The Client and Union Joints shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods/Services.	13.
Title	13.1
Union Joints and the Client agree that ownership of the Goods shall not pass until:	
(a) the Client has paid Union Joints all amounts owing to Union Joints; and	13.2
(b) the Client has met all of its other obligations to Union Joints. Receipt by Union Joints of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.	
It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 10.1:	13.3
(a) the Client is only a	

Unison Joints Pty Ltd – Terms & Conditions of Trade

	not limited to the quality or suitability of the Goods. Unison Joints' liability in respect of these warranties is limited to the fullest extent permitted by law.		notice to the Client. On giving such notice Unison Joints shall repay to the Client any money paid by the Client for the Goods and/or Services. Unison Joints shall not be liable for any loss or damage whatsoever arising from such cancellation.	18.	Service of Notices
13.5	If the Client is a consumer within the meaning of the CCA, Unison Joints' liability is limited to the extent permitted by section 64A of Schedule 2.	16.3	The Client may cancel Delivery of the Goods and/or Services by written notice served within forty-eight (48) hours of placement of the order, prior to the Goods being dispatched. If the Client cancels Delivery in accordance with this clause 16.3, the Client will not be liable for the payment of any costs of Unison Joints, except where a deposit is payable in accordance with clause 5.3.	18.1	Any written notice given under this Contract shall be deemed to have been given and received:
13.6	If Unison Joints is required to replace the Goods under this clause or the CCA, but is unable to do so, Unison Joints may refund any money the Client has paid for the Goods.		However, cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will not be accepted once production has commenced, or an order has been placed.	(a)	by handing the notice to the other party, in person;
13.7	If the Client is not a consumer within the meaning of the CCA, Unison Joints' liability for any defect or damage in the Goods is:	16.4		(b)	by leaving it at the address of the other party as stated in this Contract;
(a)	limited to the value of any express warranty or warranty card provided to the Client by Unison Joints at Unison Joints' sole discretion;			(c)	by sending it by registered post to the address of the other party as stated in this Contract;
(b)	limited to any warranty to which Unison Joints is entitled, if Unison Joints did not manufacture the Goods; and/or	17.	Privacy Policy	(d)	if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission; or
(c)	otherwise negated absolutely.	17.1	All emails, documents, images, or other recorded information held or used by Unison Joints is Personal Information, as defined and referred to in clause 17.4, and therefore considered Confidential Information. Unison Joints acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Unison Joints acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by Unison Joints that may result in serious harm to the Client, Unison Joints 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 subject to an operation of law.	(e)	if sent by email to the other party's last known email address.
13.8	Subject to this clause 13, returns will only be accepted provided that:		Notwithstanding clause 17.1, privacy limitations will extend to Unison Joints in respect of Cookies where the Client utilizes Unison Joints' website to make enquiries. Unison Joints agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:	18.2	Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
(a)	the Client has complied with the provisions of clause 13.1; and		(a) IP address, browser, email client type and other similar details;	19.	Trusts
(b)	Unison Joints has agreed that the Goods are defective; and		(b) tracking website usage and traffic; and	19.1	If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether or not Unison Joints may have notice of the Trust, the Client covenants with Unison Joints as follows:
(c)	the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and		(c) reports are available to Unison Joints when Unison Joints sends an email to the Client, so Unison Joints may collect and review that information ("collectively Personal Information").	(a)	the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust, the trustees and the trust fund;
(d)	the Goods are returned in as close a condition to that in which they were delivered as is possible.		If the Client consents to Unison Joints' use of Cookies on Unison Joints' website and later wishes to withdraw that consent, the Client may manage and control Unison Joints' privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.	(b)	the Client has full and complete power and authority under the Trust or from the Trustees of the Trust as the case may be to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust, the trustees and the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
13.9	Notwithstanding clauses 13.1 to 13.8 but subject to the CCA, Unison Joints shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:	17.2	The Client agrees that Unison Joints may exchange information about the Client with those credit providers and with related body corporates for the following purposes:	(c)	the Client will not during the term of the Contract without consent in writing of Unison Joints (Unison Joints will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
(a)	the Client failing to properly maintain or store any Goods;		(a) to assess an application by the Client; and/or	(i)	the removal, replacement or retirement of the Client as trustee of the Trust;
(b)	the Client using the Goods for any purpose other than that for which they were designed;		(b) to notify other credit providers of a default by the Client; and/or	(ii)	any alteration to or variation of the terms of the Trust;
(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;		(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or	(iii)	any advancement or distribution of capital of the Trust; or
(d)	the Client failing to follow any instructions or guidelines provided by Unison Joints; and/or		(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.	(iv)	any resettlement of the trust fund or trust property.
(e)	fair wear and tear, any accident, or act of God.		The Client consents to Unison Joints being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit.	20.	Other Applicable Legislation
13.10	In the case of second-hand Goods, unless the Client is a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second-hand Goods prior to Delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by Unison Joints as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that Unison Joints has agreed to provide the Client with the second-hand Goods and calculated the Price of the second-hand Goods in reliance of this clause 13.10.	17.3	The Client agrees that personal credit information provided may be used and retained by Unison Joints for the following purposes (and for other agreed purposes or required by):	20.1	At Unison Joints' sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payment Act 2002 (Victoria), Building and Construction Industry Security of Payments Act 1999 (New South Wales), Building and Construction Industry (Security of Payment) Act 2021 (Western Australia), Building Industry Fairness (Security of Payment) Act 2017 (Queensland), Construction Contracts (Security of Payments) Act 2004 (Northern Territory of Australia), Building and Construction Industry Security of Payments Act 2009 (Tasmania), Building and Construction Industry Security of Payments Act 2009 (South Australia) and the Building and Construction Industry (Security of Payment) Act 2009 (Australian Capital Territory) may apply.
13.11	Unison Joints may in its absolute discretion accept non-defective Goods for return in which case Unison Joints may require the Client to pay handling fees of up to fifteen percent (15%) of the value of the returned Goods plus any freight costs.		(a) the provision of Goods; and/or	20.2	Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the any of the Acts listed in clause 20.1 (each as applicable), except to the extent permitted by the Act where applicable.
13.12	Notwithstanding anything contained in this clause if Unison Joints is required by a law to accept a return, then Unison Joints will only accept a return on the conditions imposed by that law.	17.4	(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or	21.	General
14.	Intellectual Property		(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or	21.1	Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.
14.1	Where Unison Joints has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of Unison Joints. Under no circumstances may such designs, drawings and documents be used without the express written approval of Unison Joints.	17.5	(d) enabling the collection of amounts outstanding in relation to the Goods.	21.2	The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, that provision shall be severed from this Contract, and the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
14.2	The Client warrants that all designs, specifications, or instructions given to Unison Joints will not cause Unison Joints to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Unison Joints against any action taken by a third party against Unison Joints in respect of any such infringement.	17.6	Unison Joints may give information about the Client to a CRB for the following purposes:	21.3	These terms and conditions and any Contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts in Brisbane, Queensland. These terms prevail over all terms and conditions of the Client (even if they form part of the Client's purchase order).
14.3	The Client agrees that Unison Joints may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Unison Joints has created for the Client.		(a) to obtain a consumer credit report;	21.4	Unison Joints may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent provided the assignment does not cause detriment to the Client.
15.	Default and Consequences of Default		(b) allow the CRB to create or maintain a credit information file about the Client including credit history.	21.5	The Client cannot licence or assign without the written approval of Unison Joints.
15.1	Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Unison Joints' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.	17.7	The information given to the CRB may include:	21.6	Unison Joints may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Unison Joints' sub-contractors without the authority of Unison Joints.
15.2	If the Client owes Unison Joints any money, the Client shall indemnify Unison Joints from and against all costs and disbursements:		(a) Personal Information as outlined in 17.4 above;	21.7	The Client agrees that Unison Joints may amend their general terms and conditions for subsequent future Contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Unison Joints to provide Goods to the Client.
(a)	incurred; and/or		(b) name of the credit provider and that Unison Joints is a current credit provider to the Client;	21.8	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc. ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Client to make a payment to Unison Joints, once the parties agree that the Force Majeure event has ceased.
(b)	which would be incurred and/or		(c) whether the credit provider is a licensee;	21.9	Both parties warrant that they have the power to enter this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
(c)	for which by the Client would be liable;	17.8	(d) type of consumer credit;	21.10	The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and Delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.
	in regard to legal costs on a solicitor and own client basis incurred in exercising Unison Joints' rights under these terms and conditions, internal administration fees, Unison Joints' Contract fees owing for breach of these terms and conditions, including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees.		(e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);	21.11	If part or all of any term of this Contract is or becomes invalid, illegal or unenforceable, it shall be severed from this Contract and shall not affect the validity and enforceability of the remaining terms of this Contract.
15.3	Further to any other rights or remedies Unison Joints may have under this Contract, if a Client has made payment to Unison Joints, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Unison Joints under this clause 15 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.	17.9	(f) advice of consumer credit defaults (provided Unison Joints is a member of an approved OAC External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and Unison Joints has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);		
15.4	Without prejudice to Unison Joints' other remedies at law Unison Joints shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Unison Joints shall, whether or not due for payment, become immediately payable if:		(g) information that, in the opinion of Unison Joints, the Client has committed a serious credit infringement; and		
(a)	any money payable to Unison Joints becomes overdue, or in Unison Joints' opinion the Client will be unable to make a payment when it falls due;		(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).		
(b)	the Client has exceeded any applicable credit limit provided by Unison Joints;		The Client shall have the right to request (by e-mail) from Unison Joints:		
(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 its creditors; or		(a) a copy of the Personal Information about the Client retained by Unison Joints and the right to request that Unison Joints correct any incorrect Personal Information; and		
(d)	a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	17.10	(b) that Unison Joints does not disclose any Personal Information about the Client for the purpose of direct marketing.		
16.	Cancellation		Unison Joints will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.		
16.1	Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions (" the Breaching Party ") the other party may suspend or terminate the supply or purchase of Goods and/or Services to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.	17.11	The Client can make a privacy complaint by contacting Unison Joints via e-mail. Unison Joints will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to reach a decision on the complaint within thirty (30) days of receipt of the complaint. If the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au .		
16.2	If Unison Joints, due to reasons beyond Unison Joints' reasonable control, is unable to deliver any Goods and/or Services to the Client, Unison Joints may cancel any Contract to which these terms and conditions apply or cancel Delivery of Goods and/or Services at any time before the Goods and/or Services are delivered by giving written				