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Unit 1/6 Victory East St
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Terms and Conditions of Trade with FCF Fire & Electrical

NOTE: These Terms and Conditions will form part of all trading arrangements between the Business and the Customer for the provision of Products and Services by the Business to the Customer and can only be varied by written notice by the Business to the Customer.

1. DEFINITIONS

In the following Terms and Conditions of Trading the "Business" shall mean **FCF Fire & Electrical** ACN 129 589 297 and any related body corporate of the Business within the meaning of Section 50 of the Corporations Law; "the Customer" shall mean the entity obtaining the Products and/or Services as defined herein; and "the Products & Services" means the products and/or services to be provided by the Business to the Customer.

2. ACTING IN RELIANCE

The Customer warrants that the information provided by the Customer in this Application Form is true and correct. The Customer acknowledges that the Business in providing the Products and/or Services to the Customer will act in reliance on this information.

3. BINDING TERMS AND CONDITIONS

The only contractual terms which are binding upon the Business are those set forth herein or otherwise agreed to in writing by the Business and those, if any, which are imposed by law and which cannot be excluded.

4. PRODUCTS, SERVICES AND PRICES

The Price of the Products & Services shall be as detailed in writing by the Business to the Customer.

5. PAYMENT TERMS

The trading terms are Fourteen (14) days from date of invoice, unless otherwise agreed.

6. SANCTIONS FOR LATE PAYMENT

If the Customer defaults in making payment to the Business in accordance with these terms and conditions the Business may in its absolute discretion: -

- (a) charge the Customer interest calculated on the portion of the Customer's account overdue from time to time at the rate of 10% per annum, calculated on daily rests from the date on which such default arose; and
- (b) require the Customer to reimburse the Business for all collections costs including legal costs incurred by the Business calculated on a solicitor and own client basis as a consequence of the Business instructing its solicitor to provide advice to it in connection with each default and/or to institute such recovery process as shall in the absolute discretion of the Business be appropriate in the circumstances.

7. APPLICATION OF PAYMENTS

Any payments tendered by the Customer to the Business shall be applied as follows: -

- (a) firstly, as reimbursement for any collection costs incurred by the Business in accordance with Clause 6 hereof;
- (b) secondly in payment of any interest charged to the Customer in accordance with Clause 6(a) hereof; and
- (c) thirdly in satisfaction of part satisfaction of the oldest portion of the Customer's account.

8. PRIVACY AUTHORITY

Where Products and/or Services are supplied to the Customer on credit the Customer irrevocably authorises the Business, its employees and agents to make such enquiries as it deems necessary to investigate the credit worthiness of the Customer from time to time including (but without limiting the generality of the foregoing) the making of enquiries of persons nominated as trade referees, the bankers of the Customer or any other credit providers (the information sources) and the Customer hereby authorises the information sources to disclose to the Business such information concerning the Customer which is within their possession and which is requested by the Business.

9. RETENTION OF TITLE

Title to any Products shall remain vested in the Business and shall not pass to the Customer until the purchase price for the Products has been paid in full and received by the Customer. Until title to the Products passes:

- (a) The Business shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the Products;
- (b) The Business and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which the Products or any part are stored, or upon which the Business reasonably believes them to be kept;
- (c) The Customer shall store or mark the Products in a manner reasonably satisfactory to the Business indicating that



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title to the Products remains vested in the Customer; and

- (d) The Customer shall insure the Products to their full replacement value, and arrange for the Business to be noted on the policy of insurance as the loss payee.

Irrespective of whether title to the Product remains vested in the Business, risk in the Products shall pass to the Customer upon delivery.

10. RELEVANT LAW

These terms and conditions of and any contract including them shall be governed by the law of the State of Queensland and the parties submit to the exclusive jurisdiction of the Courts of that State.

11. GENERAL

In respect of the Customer's obligation to make payment for Products and/or Services supplied by the Business to the Customer, time shall be of the essence. All communications shall be by notice in writing and sent to the Business and the Customer at their addresses facsimile numbers and email addresses detailed herein. A notice shall be deemed received when the sender hand delivers it or (if by fax or email) receives confirmation of receipt and in any event with 24 hours of sending the notice. Neither party can assign its rights under these terms and conditions. These terms and conditions constitute the entire agreement between the Business and the Customer relating to the Products and/or Services and there are no agreements understandings warranties or representations between the parties other than those contained herein. It is the Customer's responsibility to obtain any approvals licenses or permits necessary for the performance of these terms and conditions. No waiver by the Business of any default on the part of the Customer in them performance these terms and conditions. The singular shall include the plural and vice versa, words importing any gender shall include every other gender and where there is more than one party comprising the Customer, they shall be bound jointly and severally.