



TERMS & CONDITIONS OF TRADE

THIS AGREEMENT is made between ROADHOUND ELECTRONICS PTY LIMITED ABN 12 002 892 702 of 14 Pendlebury Road Cardiff in the State of New South Wales ("Roadhound") AND the person(s) or company whose name and address is set out in the Schedule, ("the Purchaser")

WHEREAS

- (a) Roadhound is a supplier of products including mobile telephones and accessories and other electronics ("the goods") and repair services.
- (b) The Purchaser wishes to buy or utilize and Roadhound wishes to provide services or sell the goods by orders placed by the Purchaser with Roadhound from time to time.
- (c) Roadhound has agreed to sell and the Purchaser has agreed to purchase the goods and services on the terms and conditions set out in this Agreement.

NOW THE PARTIES AGREE as follows:

Agreement to Buy and Sell

- 1.1 In consideration of the payment of the amount specified in relation to each of the services and/or goods as invoiced from Roadhound to the Purchaser from time to time ("the price") Roadhound shall sell and the Purchaser shall purchase the goods on the terms and conditions of this Agreement.
- 1.2 In the event that the grant of any credit, account or facility is made pursuant to the terms of this Agreement, then such grant, credit or facility may be extended, increased, reduced or cancelled (without written notice) by Roadhound in its absolute discretion notwithstanding any limit amount specified in the Application or subsequently notified and also without any affect or consequence to any Guarantee and Indemnity given to Roadhound.
- 1.3 In the event that Roadhound serves notice in terms of paragraph 1.2 of this Agreement then, apart from any extension, increase or reduction set out in the notice, this Agreement and any supporting guarantee shall continue and apply mutatis mutandis to the amended arrangements.

Placement of Orders

- 2.1 The Purchaser must order the goods from Roadhound in writing ("the Order") and each Order shall:
 - 2.1.1 be dated with the date of its lodgement;
 - 2.1.2 specify precisely the goods ordered.
- 2.2 Roadhound will not be bound by any terms or conditions expressed in the Order or otherwise except to the extent that such terms shall have been expressly agreed between the parties in writing and signed by Roadhound.

Acceptance of Orders

- 3.1 Roadhound may in its absolute discretion decline to accept any Order without providing a reason and without giving notice and, without limiting the foregoing, may do so in the event that the Purchaser is outside its credit arrangements or is otherwise in default under this Agreement.
- 3.2 Roadhound may, without prejudice to its other rights and remedies under this Agreement, impose a limit upon the amount to be charged to a credit card.

Delivery of Orders

- 4.1 Roadhound must despatch each Order which it has accepted by courier for delivery to the address indicated on the Order or as otherwise agreed between the parties.
- 4.2 The Purchaser acknowledges that goods delivered to a courier are outside the control of Roadhound
- 4.3 In the event that any exclusion from liability contained in this Agreement is prohibited by any law, either presently existing or later enacted, then Roadhound's liability shall be limited to the repair or replacement as the case may be of the damaged or missing goods and, on no account, is Roadhound liable for any non-economic or consequential losses which may accrue to the Purchaser by reason of any breach by Roadhound of the terms of this Agreement.
- 4.4 The Purchaser must notify Roadhound in writing of non-delivery or incomplete delivery within seven (7) days after the delivery date of the Order and, in the absence of such notice, the Purchaser hereby waives all of its rights under this Agreement in respect of those goods.
- 4.5 The Purchaser must notify Roadhound in writing, by facsimile or email transmission of any incomplete delivery or of the delivery of damaged goods within two (2) business days of the agreed date of delivery and, in the absence of such notice, the Purchaser hereby waives all of its rights under this Agreement in respect of those goods.
- 4.6 In the event that the Purchaser notifies Roadhound in terms of clause 4.5 above, the Purchaser agrees to provide to Roadhound or its nominated representative an opportunity to inspect the

delivered goods and packaging in which it arrived for the purposes of Roadhound's investigation into the circumstances.

Payment

- 5.1 The Purchaser must pay the price in relation to each Order or service-repair to Roadhound at 14 Pendlebury Road Cardiff in the State of New South Wales (or at such other place as may be notified by Roadhound from time to time) prior to despatch of the goods or, where a credit facility has been established, within either of - thirty (30) days of the date of invoice or fifteen (15) days from month-end of invoicing month as implemented / advised by Roadhound, or otherwise as shall be advised in writing by Roadhound. If the due date falls on a non-business day then the payment will be due on the previous business day.
- For Payment-After-Delivery facility the invoices shall be paid within seven (7) days of the date of invoice.
- 5.2 The Purchaser agrees to pay to Roadhound an account Service Fee of 1.5 per cent per calendar month or any part thereof in relation to any invoices which are not paid strictly in terms of this Agreement (with minimum fee \$10.00, plus GST)
- 5.3 For better securing payment of the price plus any costs or charges, the Purchaser and Cardholder hereby charges all his real and personal property whatsoever in favour of Roadhound and appoints Roadhound as his attorney with authority to execute a caveat, charge, encumbrance or other instrument over the property and lodge for registration at the appropriate office. The Purchaser and Cardholder must pay on an indemnity basis all costs of and incidental to the preparation, execution and registration of any instrument which is executed for the purposes of giving effect to this clause or any such similar clause in a guarantee and must also pay all costs incidental to the withdrawal, discharge or release of such instrument.
- Roadhound may make a recording in relation to this charge on the Personal Property Securities Register.
- 5.4 Roadhound may, at it's discretion, contra any amount payable by it on another account towards payment of any liabilities under this Agreement.

Passing of Title - Personal Property Securities Act 2009 (PPSA)

- 6.1 Title to the goods constituting an Order shall pass to the Purchaser free of encumbrance and all other adverse interests upon payment in full by the Purchaser of all outstanding indebtedness of the Purchaser to Roadhound being received by Roadhound. You shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of Roadhound.
- 6.1a The Purchaser hereby acknowledges that these Terms and Conditions of Trade in this Agreement for Sale constitute a Security Agreement which creates a Security Interest in favour of Roadhound and in all Goods including services previously supplied by Roadhound to the Purchaser (if any) and all after acquired Goods including services supplied to the Purchaser by Roadhound to secure the payment from time to time and at a time, including future advances. The Purchaser agrees to grant to Roadhound a Purchase Money Security Interest.
- 6.1b The Purchaser give Roadhound a Security Interest in all of the Purchaser present and after-acquired property in which Goods including services supplied or financed by Roadhound have been attached or incorporated.
- 6.1c The Purchaser acknowledges and agrees that by agreeing to these Terms and Conditions of Trade, the Purchaser grants a Security Interest (by virtue of the retention of title clause in these Terms and Conditions of Trade) to Roadhound and in all Goods including services previously supplied by Roadhound to The Purchaser and these Terms and Conditions of Trade shall apply notwithstanding anything express or implied to the contrary contained in the Purchaser purchase order. The Purchaser additionally agree that Roadhound can without notice to the Purchaser seek Registration of its Security Interest as a purchase money security interest on the Personal Properties Security Register (PPSR) and under the PPSA.
- 6.2 The Purchaser hereby appoints Roadhound as the Purchaser's attorney to secure performance of the Purchaser's obligations under this Agreement including but not limited to a power to enter upon the Purchaser's premises or any other premises, warehouse, storage facility at which Roadhound's goods may be stored for the purposes of taking possession of those goods in the event that the Purchaser is in default of clause 5 or in the event that an administrator, liquidator or trustee in bankruptcy is appointed to the Purchaser or the Guarantor.
- 6.3 In the event that the purchaser on sells or arranges for Roadhound to deliver the goods to a third party prior to payment in full by the purchaser of all outstanding indebtedness of the purchaser to Roadhound being received by Roadhound, it is the purchaser's intention that Roadhound's retention of title to the goods pursuant to this agreement supersedes any separate retention of title agreement between the purchaser and the third party and that title to the goods remains with Roadhound.
- 6.4 Any time that Roadhound may be instructed by the purchaser to deliver the goods to a third party and not the purchaser itself, it is the intention of Roadhound and the purchaser that possession of the goods remains with the purchaser for the purposes of this agreement until Roadhound receives payment in full of all accounts due to Roadhound by the purchaser.

Passing of Risk

7 Risk in each Order shall pass to the Purchaser upon delivery of the Order to the Purchaser or its agent, client or courier as the case may be.

Term and Amendment

- 8.1 This Agreement shall commence on the day it is made and may be terminated by either party giving written notice to the other, provided however that Roadhound may terminate the Agreement without notice in the event that the Purchaser is in default of clause 5 or commits an act of insolvency which shall include the appointment of an external administrator or controller, liquidator or trustee in bankruptcy to the Purchaser or the Guarantor.
- 8.2 Roadhound may assign or otherwise transfer any of its rights under this Agreement.
- 8.3 The Purchaser may not without the prior written consent of Roadhound (which consent may not be unreasonably withheld) assign or otherwise transfer any of its rights or obligations under this Agreement.
- 8.4 Roadhound may amend the terms of this Agreement at any time by giving notice by mail, facsimile or email transmission.
Thereafter, the Purchaser, by placing any further Order, shall be deemed to have accepted the terms as amended.
- 8.5 Roadhound may insert, change or correct minor anomalies in The Schedule including (but not limited to) names, ABN or ACN.

Defaults and Rights

- 9.1 In the event of a default of payment as provided in clause 5 hereof, the whole of the amount due to Roadhound ("the outstanding balance") becomes immediately due and payable and the Purchaser must pay forthwith on demand the outstanding balance together with all legal and collection costs and expenses associated with recovery of the outstanding balance on an indemnity basis (including any collection agent fees or commission).
- 9.2 The certificate of a Director or the Credit Manager of Roadhound shall, in the absence of evidence to the contrary, be conclusive as to the amount of the outstanding balance.
- 9.3 No failure or delay of Roadhound to exercise any right contained herein or to insist on strict compliance by the Purchaser of any obligation hereunder and no custom or practice of the parties which is at variance with the terms hereof and no waiver by Roadhound of any particular default by the Purchaser shall affect or prejudice Roadhound's rights in respect of any subsequent default and no indulgence or forbearance by Roadhound of its rights under this Agreement shall adversely affect or prejudice its rights in relation to such default or any subsequent default.

Non Return of Goods

10. No goods supplied by Roadhound in accordance with Orders placed may be returned for credit.

Applicable Law

- 11.1 This Agreement is made at 14 Pendlebury Road Cardiff in the State of New South Wales and shall not be concluded until an executed copy thereof is received by Roadhound.
- 11.2 The parties expressly agree that this Agreement shall be governed by and construed in accordance with the laws of the State of New South Wales whose courts shall have exclusive jurisdiction to hear and determine any dispute arising therefrom.
- 11.3 An electronic version of this Agreement will be deemed produced and subject to any applicable Electronic Transaction Act or Regulation

Director, Cardholder and Purchaser's Warranties

- 12 The Cardholder, Purchaser and, in the event that the Purchaser is a corporate entity, each director and office bearer of the Purchaser, separately warrants that:
- 12.1 In the case of a natural person, he has never been a bankrupt or entered into a deed of arrangement or compromise or any other arrangement under Part X of the Bankruptcy Act or otherwise assigned his assets for the benefit of creditors.
- 12.2 It has never been under external administration or subject to the appointment of an external receiver or controller or entered into a deed of company arrangement and that it is solvent and able to pay its debts as and when they fall due.
- 12.3 He is not executing this Agreement as a result of or by reason of or in reliance upon any promise, representation, statement or information of any kind whatever given or offered to him by or on behalf of Roadhound whether in answer to an enquiry or otherwise.
- 12.4 Prior to the placement of any Order, he has made his own independent enquiries and satisfied himself as to the quality and fitness for purpose of the goods and, to the extent permitted by law, Roadhound makes no warranty, promise or representation in relation to the goods, either expressly or impliedly and any warranties, terms and conditions in relation to the state, quality or fitness of the goods for any purpose, whether implied by use, statute or otherwise is, to the extent permitted by law, hereby excluded.

Roadhound Relies on Director, Cardholder and Purchaser's Warranties

- 13.1 In entering into this Agreement, Roadhound relies upon the warranties provided above and upon the information supplied by the Purchaser in the Account Application which accompanies this Agreement.

- 13.2 Roadhound relies upon the representation that the person signing this Agreement has authority to execute it on behalf of the Purchaser described in the Schedule.

Information, Privacy Act 1988

- 14 The Purchaser, Directors and Cardholder agree that Roadhound may from time to time for assessment, ongoing management and debt collection, seek, advise, exchange and verify any personal consumer or commercial information with any government entity, mobile phone or accessory/electronics distributor, service provider (or agent), credit assessor, credit reporting agency, credit provider or trade reference named in any account application or a report issued by a credit reporting or assessment agency and carry out any further pertinent investigation about the Purchaser's, Director's or cardholder's contact/address details, credit arrangements, trading terms, credit worthiness, credit standing, credit history or credit capacity, financial status, etc.
- 14.1 Agreement that Roadhound may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988) If Roadhound considers it relevant to assessing my/our/the Purchaser's application for commercial credit, I/we personally agree to Roadhound obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Roadhound.
- 14.2 Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)
I/we personally agree to Roadhound obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Roadhound or that may be named in a credit report, for the purpose of assessing my/our/the Purchaser's application for commercial credit made to Roadhound.
- 14.3 Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K 1(h) Privacy Act 1988)
I/we personally agree that Roadhound may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us/the Purchaser.

Credit Card Authorisation

- 15.1 The Purchaser, Owner(s), Director(s) and Cardholder hereby irrevocably authorise the ongoing debiting of all Order amounts, costs and fees to any credit card (including company-employee issued cards), details of which have been provided or will be provided pursuant to this or a previous agreement or arrangement, for all liabilities under this Agreement (plus relevant surcharge).
- 15.2 I/we undertake to provide Roadhound with new card expiry details at expiry of current card.

Goods and Services Tax (GST)

- 16 GST will be charged to all relevant Goods and Services, including but not limited to all stock, services, costs, fees and freight charges.

Guarantee and Indemnity

by Director(s), Owner(s), Trustee(s) and Cardholder

- 17 In consideration of Roadhound agreeing to supply goods and/or services or to grant or extend credit or other financial accommodation pursuant to any agreement, or arrangement or transaction (all hereinafter severally and collectively referred to as "agreement") to the Purchaser, the Director(s), Owner(s), Trustee(s) and Cardholder agree to provide this ongoing Guarantee to Roadhound upon the following terms and conditions: The Director(s), Owner(s), Trustee(s) and Cardholder unconditionally guarantees to Roadhound the due and punctual performance by the Purchaser of all the Purchaser's obligations under each and every Agreement including, without limiting the generality of the foregoing, the payment by the Purchaser of all moneys, (which term includes, without limitation, principal, fees, interest and costs) payable or repayable (whether presently or in the future, actually or contingently) under each and every Agreement & Guarantee and the Director(s), Owner(s), Trustee(s) and Cardholder promises to pay to Roadhound on demand all moneys which the Purchaser defaults in paying under any Agreement including all moneys arising by way of costs, expenses, bank charges, losses or damages incurred by Roadhound arising from any default by the Purchaser under or relating to any Agreement.
As a separate and independent severable agreement the Director(s), Owner(s), Trustee(s) and Cardholder agrees, as a primary obligation, to indemnify Roadhound against all costs, expenses, losses, charges, damages or liability being the amount which Roadhound would have otherwise been entitled to recover from the Purchaser.

(A separate more comprehensive Guarantee and Indemnity form may also be required)

I/we also acknowledge and agree in my/our capacity as Guarantor that the Guarantee and Indemnity that I/we may have previously given to Roadhound continues to secure any and all liabilities and obligations of the Purchaser / debtor.

v09-2023