



TERMS of TRADE

TERMS AND CONDITONS OF QUOTATION and INVOICE

1. Definitions

- "Agent" shall mean **BLINK N CLEAN OPERATIONS LIMITED**, its successors and assigns or any person acting on behalf of and with the authority of **BLINK N CLEAN OPERATIONS LIMITED**.
- 1.1 "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by the Agent to the Client.
- 1.2 "Goods" shall mean Goods supplied by the Agent to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and includes Goods described on any invoices, quotation, work authorisation or any other forms as provided by the Agent to the Client.
- 1.3 "Services" shall mean the cleaning, repair, installation or other ancillary services to the Client.

2. Privacy Act

- 2.1. For the purposes of the Privacy Act 1993, the Client authorises the Agent to:
- collect, retain and use any information about the Client, for the purpose of assessing the Client's creditworthiness; and
 - disclose any information about the Client, to any credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.
- 2.2. The Client shall have the right to request the Agent for a copy of the information about the Client retained by the Agent, and also the right to request the Agent to correct any incorrect information about the Client held by the Agent.

3. Default & Consequences of Default

- 3.1. Interest on overdue invoices shall accrue daily from the date when payment becomes due until the date of payment, at a rate of 2.5% per calendar month.
- 3.2. If the Client defaults in payment of any invoice when due, the Client shall indemnify the Agent from and against all costs and disbursements incurred by the Agent in pursuing the debt, including legal and collection costs.
- 3.3. If the Client breaches any provision of the Terms and Conditions (including those relating to payment), the Agent may suspend or terminate the supply of Goods to the Client.
- 3.4. If any invoice remains overdue after thirty days, then the client shall pay administration fees, equal to 10% of the amount overdue, up to a maximum of \$200.

4. Title

- 4.1 The Agent and Client agree that ownership of the Goods shall not pass until:
- the Client has paid the Agent all amounts owing for the particular Goods and Services; and
 - the Client has met all other obligations due by the Client to the Agent in respect of all contracts between the Agent and the Client.
- 4.2 Receipt by the Agent 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, and until then the Agent's ownership or rights in respect of the Goods shall continue.
- 4.3 It is further agreed that:
- where practicable the Goods shall be kept separate and identifiable until the Agent shall have received payment and all other obligations of the Client are met; and
 - until such time as ownership of the Goods shall pass from the Agent to the Client the Agent may give notice in writing to the Client to return any or all Goods to the Agent. Upon such notice being given the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and
 - the Client is only a bailee of the Goods and until such time as the Agent has received payment in full for the Goods, then the Client shall hold any proceeds from the sale or disposal of the Goods on trust for the Agent; and
 - until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that the Agent will be the owner of the end products; and
 - if the Client fails to return the Goods to the Agent, then the Agent or the Agent's agent may enter upon and into land and premises owned by the Client, or any premises where the Goods are situated as the invitee of the Client and take possession of the Goods, and the Agent will not be liable for any reasonable loss or damage suffered as a result of any action by the Agent under this clause.

5. Payment Terms

- 5.1 The Client in accepting the Quotation for the Goods and/or Services is bound by these Terms and Conditions. In particular payment is due in cash or by electronic transfer of the invoiced amount to **BLINK N CLEAN OPERATIONS LIMITED account 06-0294-0224455-00**
- 5.2 **Any other payment terms are to be agreed with the Agent before Acceptance of the Quotation**