

Service Locate Terms of Trade

1. Goods and/or Services

- 1.1 The Goods and/or Services shall be as described on the invoices, quotation, work authorisation, sales order or any other work commencement forms as provided by Service Locate Pty Ltd (Seller) to the Client.

2. Price and Payment

- 2.1 The Price shall be as indicated on invoices provided by the Seller to the Client in respect of Goods and/or Services supplied.
- 2.2 Time for payment for the Goods and/or Services shall be of the essence and will be stated on the invoice, or any other order forms. If no time is stated then payment will be due seven (7) days following the date of notification the Goods are ready for collection.
- 2.3 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

3. Default & Consequences of Default

- 3.1 An administration fee of \$200 will be charged in addition to any amounts overdue by more than seven (7) days.
- 3.2 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 one half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 3.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominees costs of collection.

4. Title

- 4.1 It is the intention of the Seller and agreed by the Client that property in the Goods shall not pass until:
 - (a) the Client has paid all amounts owing for the particular Goods; and
 - (b) the Client has met all other obligations due by the Client to the Seller in respect of all contracts between the Seller and the Client, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Client are met.

5. Privacy Act 1988

- 5.1 The Client agrees for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Client in relation to credit provided by the Seller.
- 5.2 The Client agrees that the Seller may exchange information about Client with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
 - (a) to assess an application by Client;
 - (b) to notify other credit providers of a default by the Client;
 - (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
 - (d) to assess the credit worthiness of Client.
- 5.3 The Client consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 5.4 The Client agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Client and Seller or required by law from time to time:
 - (a) provision of Goods and/or Services;
 - (b) marketing of Goods and/or Services by the Seller, its agents or distributors in relation to the Goods and/or Services;
 - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods and/or Services;
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and
 - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods and/or Services.
- 5.5 The Seller may give, information about the Client to a credit reporting agency for the following purposes:
 - (a) to obtain a consumer credit report about the Client; and or
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.