The term “the Company” refers to CIRTEX Australasia Limited, its subsidiaries, associates and assigns. The term “the Buyer” refers to the person, firm, partnership, company or corporate entity with whom the Company enters into a contract to sell its goods. “Goods” means any goods purchased by the Buyer from the Company at any time, and any incidental services. We acknowledge that the supply of all Goods by the Company to the Buyer or any credit granted following this application will be subject to the terms and conditions stated in this application or as subsequently varied by the Company at its discretion.

1. PAYMENT
1.1 The Buyer will pay for all Goods in cleared immediately funds or on or before the 28th of the month following delivery of (the “Due Date”). The Buyer will pay all amounts due to the Company in accordance with the Terms and Conditions.
1.2 The Buyer shall pay the invoice or provide payment and the Company to the Company at least 10 days after receipt of the invoice. This payment schedule should indicate the amount to be paid and the Buyer’s reasons for withholding payment.
1.3 The Buyer may not deduct, set off or otherwise reduce any payments to the Company by any amount (including any tax or duty payable on the Company’s products) not related to or connected to the circumstances.
1.4 The Company reserves the right to reject any cheque other than a bank cheque and to place conditions (including but not limited to requiring identification) on any cheque or credit card payment. All stated and quoted prices exclude GST, unless otherwise specified.
1.5 In the event that the Buyer fails to pay for the Goods by the Due Date in accordance with Clause 1, the Company is entitled to the terms and conditions stated in this application or as subsequently varied by the Company.

2. OWNERSHIP OF GOODS
2.1 Ownership of Goods supplied remains with the Company and shall not pass to the Buyer until the Buyer has paid the full purchase price for the Goods and the Goods have not been re-sold or delivered in accordance with a previous agreement.
2.2 Until the Goods are paid for in full by the Buyer, the Goods shall be stored by the Buyer in such a way as to clearly identify such Goods from all other goods.
2.3 The Company shall not be liable for any loss, theft or damage to the Goods in full or in part until payment is made to the Company. If a period of credit is allowed, the Company will provide a notice of sale in a separate account and will account to the Company for the same. This provision shall apply whether or not a period of credit is allowed.
2.4 The Buyer may not resell, mortgage or charge the Goods or claim any insurance for the same. The Goods are not placed in the possession of the Company. The Buyer will be responsible for any and all losses associated with the return of the goods including any restrictions for which the Company may in its discretion apply to the return.

3. RISK
3.1 Risk in the Goods will pass to the Buyer upon delivery of the Goods.
3.2 The Buyer warrants and undertakes to the Company to ensure the Goods against any loss or damage incurred, following delivery until full payment is made for the Goods.

4. DELIVERY
4.1 Delivery will be deemed to have been made when:
   (a) If the Company is delivering the Goods to a Buyer’s nominated address, once the Buyer is delivered to that address.
   (b) If the Buyer is being supplied from the Company’s premiership and the Buyer to collect, when the Company has placed the Goods at the disposal of the Buyer.
4.2 Where delivery is to be made to the Buyer’s site address, delivery will be made to the road entrance of the site specified by the Buyer and the Buyer will be responsible for the Buyer’s transport costs and for ensuring the Buyer’s site is ready for the delivery of the Goods. The Buyer will be responsible for the Buyer’s site is ready for the delivery of the Goods. The Buyer will be responsible for the Buyer’s site is ready for the delivery of the Goods.
4.3 The Company will not be responsible for delivery of the Goods to the Buyer’s premises or any other place where the Goods are delivered. The Buyer is responsible for any and all additional charges that may be incurred on the date of delivery.
4.4 All delivery dates are estimates only. The Company will not be liable to the Buyer for any non-delivery or delays in delivery. The Buyer will not be entitled to cancel the order or claim any damages (whether in conventional or restitutionary delivery) as the date is not material.
4.5 If the Company is holding packaging, moulds, or any other item relating to work done for a Buyer, and that Buyer does not make payment within 12 months of delivery, the Company will retain the packaging, moulds, or any other item relating to work done for a Buyer.

5. PERSONAL PROPERTY SECURITIES ACT 2000 (PPSA)
5.1 The Buyer acknowledges that the Company in security interest in:
   (a) All rights and after-acquired Goods supplied by the Company, and any reconstituted products in which the goods supplied by the Company have been incorporated, and
   (b) All proceeds of the Goods.
5.2 On the request of the Company the Buyer will promptly execute any document and do anything else required by the Company to ensure that the security interest created under this agreement constitutes a first perfected security interest over the Goods and the Goods then including providing any information the Company reasonably requires to complete a financing statement or a financing change statement. The Buyer waives any right to receive a copy of a verification statement or the PPSA.
5.3 The Buyer agrees to give the Company all effects, payments, and other changes in security interest or otherwise in any security agreements in which the Company is a party. The Company will notify the Buyer of all changes in security interest or otherwise in the Buyer’s possession of the Goods.
5.4 The Buyer must not give to the Buyer’s written demand, or deliver any other document to the Company which will have the consequence of releasing the Guarantor.
5.5 The Company is not required to marshal, refine or apply any other security interest, guarantee or other security interest held by the Company at any time or money or property that the Company at any time has or is entitled to receive.
5.6 The Buyer must not give to the Buyer’s written demand, or deliver any other document to the Company which will have the consequence of releasing the Guarantor.
5.7 The Buyer must not give to the Buyer’s written demand, or deliver any other document to the Company which will have the consequence of releasing the Guarantor.
5.8 The Company must not give to the Buyer’s written demand, or deliver any other document to the Company which will have the consequence of releasing the Guarantor.
5.9 The Buyer must not give to the Buyer’s written demand, or deliver any other document to the Company which will have the consequence of releasing the Guarantor.

6. COSTS OF ENFORCEMENT
6.1 The Buyer will be liable for, and indemnify and defend at all times fully indemnified the Company for:
   (i) all costs (including solicitors’ client costs) incurred by the Company in enforcing, or attempting to enforce, its rights under this contract with the Buyer.