

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. "Abnormal Condition" means a condition that occurs during the operation or use of Goods that is outside the scope of its normal and/or recommended operating limits.
- 1.2. "ACL" means the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010.
- 1.3. "Agreement" means the agreement and these terms and conditions and any guarantee. It includes these terms, any covering letter, quotation and any other documents that refers to these terms.
- 1.4. "Allflo" means Jaalar Pty Ltd [ACN 100 839 054] the registered holder of the business name Allflo Pumps & Equipment [ABN 91 604 518 672], and any of its employees.
- 1.5. "Claim" means any actual, contingent, present or future claim, demand, action, suit or proceeding for any Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in contract, tort (including but not limited to negligence) or otherwise.
- 1.6. "Consumer Guarantees" means the implied consumer guarantees under the ACL.
- 1.7. "Credit" means Allflo providing, or proposing to provide, in the course of business, credit to the Customer in relation to the acquisition of Goods or Services under the Agreement.
- 1.8. "Custom Manufacture Order" means any order placed by the Customer for Goods that require manufacturing to the Customer's specific requirements, including any order that is not commercially available for sale by Allflo, or any Goods that are custom made to the Customer's specifications.
- 1.9. "Customer" means the customer set out in any quotation, fee estimate, offer or other document provided by Allflo (or, in the absence of such information, the customer who placed the order).
- 1.10. "Goods" means the goods, stock and items the subject of the Agreement and any goods, stock and items associated with the provision of services.
- 1.11. "Liability" means any loss, liability, cost, payment, damages, debt or expense (including but not limited to reasonable legal fees).
- 1.12. "Outstanding Debts" means all amounts unpaid by the Customer to Allflo as payable under the Agreement.
- 1.13. "PPSA" means the Personal Property Securities Act 2009.
- 1.14. "Privacy Act" means Privacy Act 1988 (as amended by the Privacy Amended (Enhancing Privacy Protection) Act 2012).
- 1.15. "Price" means the price of the Goods and/or Services including but not limited to any other charges Allflo is entitled to under the Agreement.
- 1.16. "Security interest" means a security interest within the meaning of the Personal Property Securities Act 2009.
- 1.17. "Services" means the services in the Agreement and any services associated with the supply of the Goods.
- 1.18. "Quote" means any written or verbal quotation and/or fee estimate provided to the Customer by Allflo for the provision of Goods and/or Services.

2. CORPORATIONS

- 2.1. If the Customer is a corporation, the Customer warrants that its director(s) and/or company secretary will sign this Agreement pursuant to the requirements in section 1.5.7 of the Corporations Act 2001 (Cth) for signing documents on behalf of the Customer.
- 2.2. The Customer warrants that all of its directors will provide personal guarantees and indemnities to Allflo in relation to the Client's obligations under the Agreement.

3. TRUSTEE CAPACITY

- 3.1. If the Customer is the trustee of a trust (whether disclosed to Allflo or not), the Customer warrants to Allflo that:
 - 3.1.1. the Customer enters into this Agreement in both its capacity as trustee and personal capacity;
 - 3.1.2. the Customer has the right to be indemnified out of trust assets;
 - 3.1.3. the Customer has the power under the trust Agreement to sign this Agreement; and
 - 3.1.4. the Customer will not retire as trustee of the trust or appoint any new or additional trustee without advising Allflo.
- 3.2. The Customer must give Allflo a copy of the trust Agreement upon Allflo's request.

4. PARTNERSHIP

- 4.1. If the Customer is a partnership, the Customer warrants that all its partners agree to and have signed this Agreement and that all its partners will provide personal guarantees and indemnities to Allflo in relation to the Customer obligations under the Agreement.
- 4.2. If the Customer is a partnership, it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without first advising Allflo. In the case of a change of partners, Allflo may require new partners to sign a personal guarantee and indemnity.

5. ACCEPTANCE

- 5.1. The Customer is taken to have accepted, and is immediately bound, jointly and severally, by the Agreement if the Customer (or its agent or employee);
 - 5.1.1. orders the Goods and/or Services; or
 - 5.1.2. accepts delivery of the Goods and/or provision of the Services.
- 5.2. These terms and conditions may only be amended with Allflo's written consent and shall prevail to the extent of any inconsistency with any other document or agreement.

6. FORMATION OF CONTRACT

- 6.1. A Quote by Allflo will not be construed as an offer or obligation to supply in accordance with the Quote. Allflo reserves the right to accept or reject, at its discretion, any offer to purchase received by it.
- 6.2. Placement of an order, either verbally or in writing, will imply acceptance of Allflo's offer and of this Agreement.

7. PRICE

- 7.1. At Allflo's sole discretion the Price shall be as indicated on invoices provided by Allflo to the Customer in respect of the Goods and/or Services.
- 7.2. The Price may vary depending on:
 - 7.2.1. at the time a quote is accepted the availability of Goods in Allflo's warehouse and/or whether goods are required to be ordered from a third-party manufacturer;
 - 7.2.2. whether the Goods are discontinued and are required to be sourced from a third-party.
- 7.3. Allflo reserves the right to change the Price:
 - 7.3.1. if a variation to the Goods and/or Services to be supplied is requested;
 - 7.3.2. if a variation to the Goods and/or Services originally ordered is requested; or
 - 7.3.3. in the event of increases to Allflo's cost of labour or materials which are beyond the Allflo's control.
- 7.4. The Customer acknowledges and accepts that the Price does not include fees associated with the delivery and/or installation of the Goods unless specifically referred to or agreed by Allflo.

8. PAYMENT TERMS

- 8.1. Fees incurred for Goods and/or Services will be invoiced at the time Customer places the order.
- 8.2. Payment of invoices will be by three equal instalments of the total invoiced amount at the following intervals:
 - 8.2.1. the first instalment is payable upon receipt of the invoice at the time of placing the order;
 - 8.2.2. the second instalment is payable within 14 days thereafter;
 - 8.2.3. the third instalment is payable when the Goods are ready for delivery to the Customer.
- 8.3. Alternative to clause 8.2 and subject to approval by Allflo, if the Customer is provided a line of credit by way of an account with Allflo, the balance of the account is due and payable in full within 30 days from the last day of the preceding month.
- 8.4. If the Customer requests an extension of the delivery of the Goods then Allflo can vary the payment terms requiring the Customer to make progress payments to Allflo prior to the date of delivery, in any amount or frequency as required by Allflo. Any order where extension of delivery is accepted by Allflo will retain the original due date of the third instalment prior to the extension.
- 8.5. The Customer acknowledges that Allflo may, at any time, unilaterally vary the payment terms in its absolute discretion.
- 8.6. Should the Customer not pay for the Goods and/or Services in accordance with the Agreement, or as agreed in writing by Allflo from time to time, Allflo will be entitled to charge an administration fee of \$100 (fixed).

9. RETENTION OF TITLE

- 9.1. Title in the Goods does not pass to the Customer until the Customer has made payment in full for the Goods and has paid any other outstanding fees owed to Allflo (whether in respect of money payable under a specific contract or on any other account whatsoever).
- 9.2. The Customer agrees that property and title in the Goods will not pass to the Customer and Allflo will retain the legal and equitable title in those Goods supplied and not yet sold until the Customer has paid for the Goods in full and paid any/all additional fees as referred to in clause 9.1.
- 9.3. Until payment in full has been made to Allflo, the Customer will hold the Goods in a fiduciary capacity for Allflo and will store the Goods in such a manner that they can be identified as the property of Allflo and will not mix the Goods with other similar goods.
- 9.4. The Customer will be entitled to sell the Goods in the ordinary course of its business, but until payment in full for the Goods has been made to Allflo, the Client will sell as agent and bailee for Allflo and the proceeds of the sale of the Goods will be held by the Customer on trust for Allflo absolutely.
- 9.5. The Customer's indebtedness to Allflo, whether in full or in part, will not be discharged by the operation of clause 9.4 hereof unless and until the funds held on trust are remitted in full to Allflo.
- 9.6. The Customer agrees that whilst property and title in the Goods remains with Allflo, Allflo has the right, with our without prior notice to the Customer, to enter upon any premises occupied by the Customer (or any receiver and manager, administrator, liquidator or trustee in bankruptcy of the Customer) to inspect the Goods of Allflo and to repossess the Goods which may be in the Customer's possession, custody or control when payment is overdue or there has been an Event of Default as defined in this Agreement.
- 9.7. The Customer will be responsible for Allflo's costs and expenses in exercising its right under clause 9.6. Where Allflo exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Customer against Allflo, its employees, servants or agents.
- 9.8. The Customer agrees that where the Goods have been retaken into the possession of Allflo, Allflo has the absolute right to sell or deal with the Goods, and if necessary, sell the Goods with the trademark or name of the Customer on those Goods, and the Customer hereby grants an irrevocable licence to Allflo to do all things necessary to sell the Goods bearing the name or trademark of the Customer.
- 9.9. For the avoidance of doubt, Allflo's interest constitutes a "purchase money security interest" pursuant to the PPSA.

10. COPYRIGHT

- 10.1. All copyright in any Goods and/or Services provided by Allflo to the Customer will vest fully with Allflo and not be transferred upon payment of the Goods and/or Services in full by the Customer. Copyright will only transfer to the Customer upon prior written agreement with Allflo for which Allflo receive payment from the Customer in consideration of relinquishing full copyright of the Goods and/or Services.
- 10.2. The Customer provides its unconditional and irrevocable consent to Allflo, for Allflo to use any of the Goods and/or Services which have been developed by Allflo on behalf of the Customer, for the purposes of promoting its services to other Customers.

11. SECURITY/CHARGE

- 11.1. The Customer charges in favour of Allflo all of its estate and interest in any real property that the Customer owns at present and in the future with the amount of its indebtedness until discharged.
- 11.2. The Customer charges in favour of Allflo all of its estate and interest in any personal property that the Customer owns at present and in the future with the amount of its indebtedness until discharged.
- 11.3. The Customer appoints, as its duly constituted attorney, Allflo's company secretary from time to time to execute, in the Customer's name, any real property mortgage, bill of sale or consent to any caveat which Allflo may choose to lodge, against any real property that the Customer may own, in any Land Titles Office in any state or territory of Australia, even though the Customer may not have defaulted in carrying out its obligations hereunder.
- 11.4. Where the Customer has entered into a previous Agreement with Allflo in which the Customer has granted a charge, mortgage or other security interest (including a security interest defined in PPSA) over or in respect of real or personal property, those charges, mortgages or other security interests and the terms which directly or indirectly create rights, powers or obligations in respect thereto will continue and co-exist with the obligations and security interests created in this Agreement and will secure all indebtedness and obligations of the Customer under this Agreement. Allflo may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

12. COSTS

- 12.1. The Customer must pay for its own legal, accounting and business costs and all costs incurred by Allflo relating to any default by the Customer. The Customer must also pay for all stamp duty and other taxes (if any) payable on this Agreement.
- 12.2. The Customer will pay Allflo's costs and disbursements incurred in pursuing any recovery action/or any other claim or remedy, against the Customer, including collection costs, debt recovery fees, commission and legal costs on an indemnity basis. Such costs, disbursements and commission will be due and payable by the Customer to Allflo irrespective of whether pursuit of the recovery action, claim or remedy is successful.
- 12.3. Subject to clause 12.4, payments by, or on behalf of, the Customer will be applied by Allflo as follows:
 - 12.3.1. firstly, in payment of any and all collection costs, debt recovery fees and commission and legal costs in accordance with clauses 9.6 and 12.2;
 - 12.3.2. secondly, in payment of any interest incurred in accordance with clause 15; and
 - 12.3.3. thirdly, in payment of the outstanding debt(s).
- 12.4. Allflo may apply or allocate payments received by, or on behalf of, the Customer in a manner in Allflo's absolute and unfettered discretion, including so as to attribute the payments to satisfy obligations which are or are not secured by a purchase money security interest or otherwise.
- 12.5. To the extent that payments have been allocated to invoices by Allflo in its business records, Allflo may, in its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at any time whatsoever.
- 12.6. Payments allocated (and/or reallocated) under clause 12.4 and/or 12.5 will be treated as though they were allocated or reallocated, respectively, in the manner determined by Allflo on the date of receipt of payment.

13. TAXES AND DUTY

- 13.1. The Customer must pay GST on any taxable supply made by Allflo to the Customer under this Agreement. The payment of GST is in addition to any other consideration payable by the Customer for a taxable supply.
- 13.2. If as a result of:
 - 13.2.1. any legislation becoming applicable to the subject matter of this Agreement; or
 - 13.2.2. any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration,
- 13.3. Allflo becomes liable to pay tax, duty, excise or levy in respect of the amounts received from the Customer, then the Customer must pay Allflo these additional amounts on demand.

14. DEFAULT

- 14.1. Each of the following is an event of default, namely:
- 14.1.1. The Customer allowing any sum of money payable to Alflo pursuant to this Agreement to remain unpaid one (1) clear day following the day upon which the amount became due and payable;
 - 14.1.2. The Customer failing to punctually perform or observe any of the conditions or obligations imposed upon it by this Agreement and such failure remaining unresolved for a period of seven (7) clear days after the notice in writing is served upon the Customer by Alflo specifying the default;
 - 14.1.3. If Alflo ascertains that the Customer has made any false, inaccurate or misleading statement having a material effect in relation to the making of the Agreement or any related or collateral document;
 - 14.1.4. If the Customer is a company, upon the passing of a resolution for its winding up or the making of any order by any court for its winding up, the appointment of a controller, provisional liquidator, receiver, or receiver and manager, or voluntary administrator in respect of it or in respect of the whole or any part of its assets;
 - 14.1.5. The levying of execution by any court against the Customer and such execution not being satisfied within fourteen (14) days;
 - 14.1.6. If the Customer, or if the Customer is a company, any director of the Customer, being convicted upon indictment of a criminal offence or being sentenced to a term of imprisonment; or
 - 14.1.7. If the Customer breaches any one or more of the terms or conditions of this Agreement.
- 14.2. A statement rendered by Alflo to the Customer will be proof of the amount due and payable.

15. INTEREST RATES

- 15.1. Any amount not paid in accordance with the terms and conditions of this Agreement, will be subject to penalty interest pursuant to Penalty Interest Rates Act 1983 and the Supreme Court Act 1986 or any act which supersedes either of those Acts until the total amount is paid in full.

16. SET-OFF

- 16.1. All payments required to be made by the Customer under this Agreement will be made free of any set-off, or counterclaim and without deduction or withholding.
- 16.2. Any amount due to Alflo from time to time may be deducted from any monies which may be or may become payable to the Customer by Alflo.

17. INDEMNITY

- 17.1. The Customer agrees to indemnify Alflo for all and any costs and disbursements incurred in pursuing any recovery action or any other claim or remedy, against the Customer, including collection costs, debt recovery fees, commission and legal costs on an indemnity basis. Such costs, disbursements and commission will be due and payable by the Customer to Alflo irrespective of whether pursuit of the recovery action, claim or remedy is successful.
- 17.2. The Customer agrees to indemnify Alflo against all and any losses sustained by Alflo as a result of any claim(s) or action(s) brought against Alflo, whether those claim(s) or action(s) are by the Customer or by a third party, pursuant to any event arising from or as a result of the Agreement.

18. LIABILITY

- 18.1. Alflo is not liable for any loss caused to the Customer by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond Alflo's control.
- 18.2. In relation to the supply of Goods, Alflo's liability is limited to:
- 18.2.1. replacing the Goods or supplying similar Goods;
 - 18.2.2. repairing the Goods;
 - 18.2.3. providing the cost of replacing the Goods or for acquiring equivalent Goods; or
 - 18.2.4. providing the cost of having the goods repaired.
- 18.3. In relation to the supply of Services, Alflo's liability is limited to:
- 18.3.1. supplying the Service again; or
 - 18.3.2. providing for the cost of having the Services supplied again at the amount of which is equal to or reasonably equivalent to the cost Alflo would have incurred if supplying the Services again.
- 18.4. Any amount of cost provided for by Alflo in clauses 18.2.4 and 18.3.2 must be agreed to by Alflo prior to the Customer incurring the cost and requesting that Alflo reimburse the Customer for the cost.
- 18.5. Alflo is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Customer.
- 18.6. If the Customer requests and engages Alflo to inspect and/or remedy any faults of the Goods, and those faults are subsequently not accepted as being under warranty by the manufacturer or are caused by misuse, fair wear and tear or operating procedures, then the Customer will be liable to pay Alflo for any parts, labour supplied and any travel costs incurred by Alflo.

19. RISK

- 19.1. Where the Goods are delivered by Alflo to the Customer, the risk in respect of the Goods will pass to the Customer at the time the Goods are delivered.
- 19.2. Where the Goods are delivered by a third-party to the Customer, the risk in respect of the Goods will pass to the Customer and/or the third party at the time the Goods are dispatched from Alflo's warehouse.

20. DELIVERY

- 20.1. The Customer will provide to Alflo full and clear access to the Customer's delivery address during the scheduled delivery period.
- 20.2. If there is no fixed delivery time, Alflo will provide the Goods and supply the Services to the Customer within a reasonable time.
- 20.3. The Customer will, at its own expense, provide all necessary assistance to Alflo and its employees and agents, in unloading the Goods at the Customer's nominated delivery address.
- 20.4. In the event delivery of the Goods is delayed for a reason other than due to Alflo's own negligence, the Customer will be liable for all costs, charges, losses and expenses incurred by Alflo for the delayed delivery.

21. IMPLIED CONSUMER GUARANTEES

- 21.1. The Customer acknowledges that any third-party manufactured Goods supplied to the Customer by Alflo, the manufacturer of those Goods will be solely liable for any implied consumer guarantee(s) provided for by the ACL and the manufacturer will be solely responsible for any loss, damage or remedy sought by the Customer with respect of those Goods.
- 21.2. The Customer undertakes that the Customer has examined the Goods and that the examination did not reasonably reveal any defect or issue with the Goods that would render the Goods not of acceptable quality and the Customer will not hold Alflo liable for any defect or issue that reasonably ought to have been discovered during the examination.
- 21.3. The Customer acknowledges that any action done by the Customer, or any action the Customer fails to do, that may cause the Goods to become of an unacceptable quality, automatically and immediately eliminates any liability of Alflo for those Goods.
- 21.4. The Customer acknowledges that Australian Standard AS2941 precludes the use of shutdown protection devices that cause the Goods (to which AS2941 applies) to shut down in the case of any malfunction of the Goods. The Customer also acknowledges that any damage to the Goods resulting from the Goods continuing to operate whilst an abnormal condition is present is expressly excluded from the manufacturer's warranty and Alflo is exempt from any and all liability.

22. ALLFLO WARRANTIES TO THE CLIENT

- 22.1. Alflo will:
- 22.1.1. not enter into any agreements or incur obligations with any third party on behalf of the Customer without prior approval;
 - 22.1.2. ensure that all Goods and/or Services are decent, lawful and truthful and does not infringe the rights of any third party of any legislation;
 - 22.1.3. the Services, and any Goods resulting from them, will be of such a nature, quality, state or condition that they might reasonably be expected to achieve the result requested by the Customer.
 - 22.1.4. not assign this Agreement.
- 22.2. Alflo expressly warrants to the Customer to replace or repair any parts of the Goods that are considered faulty, at the Manufacturer's discretion or otherwise in circumstances that Alflo is not limited from liability as provided in clause 18.6, for a period of 12 months from the date of purchase. The Customer will not be liable to Alflo for any addition cost for the parts, replacement or repair however the Customer will be liable to pay any and all freight/postage costs for the return of any Goods found under warranty.

23. OBLIGATIONS OF THE CUSTOMER

- 23.1. The Customer will:
- 23.1.1. be responsible for obtaining any insurance cover for the Goods at the Customer's expense;
 - 23.1.2. provide all information that Alflo requires to provide the Goods and/or Services requested;
 - 23.1.3. examine the Goods for the purposes referred to in clause 19.2;
 - 23.1.4. use the Goods in accordance with Alflo's general recommendations and not hold Alflo liable for any defect or default resulting from the Customer's misuse or installation of the Goods; and
 - 23.1.5. maintain and test the Goods to comply with the Australian Standard AS1851.
- 23.2. The Customer acknowledges that failing to comply with the obligation provided in clause 23.1.5, will exclude Alflo from any and all liability under any warranty (either express or implied) in relation to the Goods and/or Services.

24. LIEN

- 24.1. If the Customer has not paid for the Goods and does not have a line of credit with Alflo, or has not paid for any repairs or parts for the Goods provided by Alflo, the Customer (as lienee) grants to Alflo (as lienor):
- 24.1.1. the sole right to exclusive possession of the Goods;
 - 24.1.2. the sole and exclusive right to charge the Customer reasonable storage fees for Goods held by Alflo of which the Customer owes payment to Alflo for either the Goods or repairs/parts.

25. PLEDGE OF GOODS FOR REPAIRS

- 25.1. In circumstances where the Customer provides Alflo with actual possession of the Goods for the purpose of carrying out repairs on the Goods (of which do not fall under a warranty) at the Customer's request, the Customer (as pledgor) hereby grants to Alflo (as the secured party) a security interest as defined by the PPSA, in all of the Customer's right, title and interest in the Goods for the benefit of Alflo, until such time that the Customer has paid Alflo for the repairs and/or parts supplied by Alflo.
- 25.2. The Customer acknowledges that clause 25.1 provides Alflo with the exclusive right to sell the Goods by auction or private treaty after the expiration of 30 days following notification to the Customer of Alflo's intention to sell the Goods to recover the debt(s) owed by the Customer.
- 25.3. The Customer acknowledges that the proceeds of any sale of Goods under this clause, will be allocated as follows:
- 25.3.1. firstly, in payment of any and all costs incurred by Alflo relating to the sale of the Goods;
 - 25.3.2. secondly, in payment of any reasonable storage fees charged by Alflo to the Customer in accordance with clause 24.1.2;
 - 25.3.3. thirdly, in payment of the outstanding debt(s); and
 - 25.3.4. fourthly, any residue amount of the proceeds will be paid to the Customer.

26. PROVISION OF FURTHER INFORMATION

- 26.1. The Customer undertakes to comply with any request by Alflo to provide further information for the purpose of assessing the Customer's creditworthiness, including an updated credit application.
- 26.2. If the Customer is a corporation (with the exception of a publicly listed company), it must advise Alflo of any alteration to its corporate structure or governance (for example a change in directors, shareholders, or constitution). In the case of a change of directors or shareholders Alflo may require the new directors or shareholders to sign a guarantee and indemnity.

27. SERVICE

- 27.1. The Customer agrees to accept service of any document required to be served, including any notice under the Agreement, the PPSA or court process, by prepaid post at any address nominated in this Agreement or any other address later notified to Alflo by the Customer or its authorised representative.

28. THIRD PARTIES

- 28.1. Alflo will not be held liable by either the Customer or any third party for any costs, fees or expenses for goods, services, work or labour done by a third party at the Customer's request, without prior written consent by Alflo.

29. WAIVER

- 29.1. A waiver of any provision or breach of this Agreement by Alflo must be made by an authorised officer of Alflo in writing. A waiver of any provision or breach of this Agreement by the Customer must be made by the Customer's authorised officer in writing.
- 29.2. Until ownership of and title in the Goods passes to the Customer, the Customer waives any rights it would otherwise have under the PPSA:
- 29.2.1. under section 95 to receive notice of intention to remove an accession;
 - 29.2.2. under section 118 to receive notice that Alflo intends to enforce its security interest in accordance with land law;
 - 29.2.3. under section 121(4) to receive a notice of enforcement action against liquid assets;
 - 29.2.4. under section 129 to receive a notice of disposal of the Goods by Alflo purchasing the Goods;
 - 29.2.5. under section 130 to receive a notice to dispose of Goods;
 - 29.2.6. under section 132(2) to receive a statement of account following disposal of Goods;
 - 29.2.7. under section 132(4) to receive a statement of account if no disposal of Goods for each six (6) month period;
 - 29.2.8. under section 135 to receive notice of any proposal of Alflo to retain the Goods;
 - 29.2.9. under section 137(2) to object to any proposal of Alflo to retain or dispose of the Goods;
 - 29.2.10. under section 142 to redeem the Goods;
 - 29.2.11. under section 143 to reinstate the security agreement; and
 - 29.2.12. under section 157(1) and 157(3) to receive a notice of any verification statement.

30. CANCELLATION/TERMINATION OF AGREEMENT

- 30.1. Alflo reserves the right to withdraw credit at any time, whether the Customer is in default under the terms of this Agreement or not.
- 30.2. Upon cancellation of credit, with or without notice, all liabilities incurred by the Customer become immediately due and payable to Alflo.
- 30.3. The Agreement may be terminated for any reason by either party at any time by giving thirty (30) days written notice;
- 30.4. Upon receipt of written notice of termination of the Agreement and for any reason, Alflo will cease all activity provided there are no amounts receivable on account due to Alflo, shall promptly provide to the Customer all work produced and provided to Alflo by the Customer relating to this Agreement.
- 30.5. Clauses 28.3 and 28.4 do not apply to a Custom Manufacture Order by Customers. If the Customer cancels a Custom Manufacture Order the Customer will be liable to Alflo for the full amount of the Price payable within 14 days.

31. VARIATION

- 31.1. The Customer agrees that this Agreement may be varied, added to, or amended by an authorised officer of Allflo at any time by written notice to the Customer.
- 31.2. Any proposed variation to this Agreement by the Customer must be requested in writing. Allflo may refuse any such request without providing reasons either orally or in writing.
- 31.3. Variations requested by the Customer will only be binding upon Allflo if they are accepted in writing.

32. SEVERANCE

- 32.1. If any provision of this Agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.
- 32.2. If any part of this agreement is invalid or unenforceable, that part is deleted and the remainder of the Agreement remains effective.

33. INSOLVENCY

- 33.1. If the Customer becomes insolvent, the Customer remains liable under this Agreement for payment of all liabilities incurred hereunder. The Customer remains liable under this Agreement even if Allflo receives a dividend or payment as a result of the Customer being insolvent.

34. DISPUTE RESOLUTION

- 34.1. If there is a dispute or difference on any matter arising from the Goods and/or Services, either party may submit to the other a written notice detailing the matter and requiring the parties to meet within seven (7) days to attempt to reach a suitable resolution.
- 34.2. If the matter is not resolved within fourteen (14) days of the date of service of the notice, either party may refer the matter to mediation by a single mediator.
 - 34.2.1. The mediator will be chosen by both parties.
 - 34.2.2. If the parties cannot agree on a mediator, a mediator will be appointed by the Law Institute of Victoria ("LIV").

35. JURISDICTION

- 35.1. The Customer acknowledges and agrees that this Agreement will be governed by the laws of Victoria, and the laws of the Commonwealth of Australia which are in force in Victoria.
- 35.2. The Customer acknowledges and agrees that any contract for the supply of Goods and/or Services between Allflo and the Customer is formed at the address of Allflo.
- 35.3. The parties to this Agreement submit to the exclusive jurisdiction of the courts of Victoria and the relevant federal courts and courts competent to hear appeals from those courts.

36. ENTIRE AGREEMENT

- 36.1. This Agreement constitutes the entire Agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this Agreement are merged in this Agreement and are of no further effect. No oral explanation or information provided by a party to another effects the meaning or interpretation of this Agreement or constitutes any collateral Agreement, warranty or understanding.
- 36.2. Notwithstanding the preceding paragraph, in circumstances where there is a pre-existing written credit agreement (Original Agreement) between the Customer and Allflo, these terms and this Agreement will constitute a variation of the Original Agreement whereby the terms of the Original Agreement are deleted and replaced with the terms herein, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by the terms herein in which case they will co-exist with the terms herein, and, to the extent of any inconsistency, these terms will prevail.
- 36.3. Nothing in this Agreement shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the Agreement in relation to the supply of any Goods and/or Services pursuant to this Agreement of all or any of the provisions of the Competition and Consumer Act 2010 or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

37. PRIVACY ACT

- 37.1. The Customer agrees to the terms of the Privacy Statement pursuant to the Privacy Act 1988 (as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012 contained in this Agreement.

PRIVACY STATEMENT

1. This privacy statement encompasses consents, notifications and disclosures under or in relation to the Privacy Act 1988 (as amended by the Privacy Amended (Enhancing Privacy Protection) Act ©2012) ("Act").
2. The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy shall prevail.
3. For the purpose of this statement, the terms "personal information", "sensitive information", "credit eligibility information", "credit information", "commercial credit purpose", "credit guarantee purpose", "consumer credit purpose", "credit reporting body", "credit provider", "credit reporting code" carry the same meaning as under the Act and the term "Information" means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
4. Allflo may collect personal information about the Customer and/or Guarantor(s) for Allflo's primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit terms, assessing credit worthiness, collecting overdue payments, marketing, sales and business development purposes and direct marketing.
5. The Customer and/or Guarantor(s) consent to Allflo collecting, using and disclosing personal information (including sensitive information) for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. Allflo may collect, and may already have collected, Information from the Customer and/or Guarantor(s), other credit providers, credit reporting bodies and other third parties for the purpose of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the Information was not collected by Allflo it may restrict or impede upon Allflo trading with, extending credit to, continuing to extend credit to or extending further credit to the Customer and/or Guarantor(s) or their related bodies corporate.
7. The Customer and/or Guarantor(s) consent to Allflo obtaining and making disclosure of information about the Customer and/or Guarantor(s) from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. Allflo notifies the Customer and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.
8. Allflo may provide personal information about the Customer and/or Guarantor(s) to any of all of the credit reporting bodies, including Veda Advantage, Creditor Watch, Dun & Bradstreet and Experian. Allflo intends to disclose default information to any or all of the credit reporting bodies listed above. The Customer and/or Guarantor(s) consent to such disclosure. Allflo's credit reporting policy contains a statement of notifiable matters in accordance with s 21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit reporting bodies including what the information may be used for, what Allflo may disclose and what the Customer's and/or Guarantor(s)' right to request limitations to the use of their information.
9. Allflo may disclose Information to, and about them and the Customer and/or Guarantor(s) hereby acknowledge that they consent to the disclosure of such information to Allflo's employees, subsidiaries, employees, agents and related bodies corporate, past present or prospective credit providers of the Customer and/or Guarantor(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit, and/or overseas recipients and recipients who do not have an Australian link.
10. By reason of the Customer's and/or Guarantor(s)' consent to the disclosure to overseas recipients hereunder, APP 8.1 will not apply to Allflo's dealings with the Customer's and/or Guarantor(s)' Information.
11. The Customer and/or Guarantor(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to Allflo within 14 days of receipt of this statement that its terms are not accepted, continuing to trade with Allflo after receipt of this Statement or, if the Customer and/or Guarantor(s) are directors or guarantors of a customer, by not taking steps to prevent the customer from continuing to trade with Allflo after receipt of this statement.