

Trading Terms & Conditions of Credit Facility:-

These Terms and Conditions of Sale should be read in conjunction with the Commercial Credit Facility Application signed by the applicant, which when approved by Showerama Products Pty Ltd and/or Kew Contracting Pty. Ltd. (herein after referred to as Showerama) and the Buyer acknowledges and agrees.

- a) Unless otherwise nominated by Showerama, the Buyer shall make payment for all goods ordered/purchased by the Buyer and all services provided by Showerama, in accordance with Showerama, then current Conditions of Sale.
- b) Showerama, at any time and from time to time alter, amend, and add or delete from its Conditions of Sale.
- c) The Buyer shall comply with Showerama, then current Conditions of Sale, which may be varied from time to time without notice to the buyer.
- d) Trading terms are C.O.D or strict 30 Days, with approval for Commercial Credit Facility unless otherwise stated by Showerama, and Payment is to be received by Showerama, within 30 Days or otherwise agreed following the month of invoicing/billing.
- e) The Buyer hereby agrees and acknowledges that, at the absolute discretion of Showerama, a default interest at the rate of 1.25% per month (15% per annum), will be levied and payable by the Buyer for any amounts outstanding beyond the Trading Terms.
- f) The Buyer agrees that in the event their account is in default of the Trading Terms, the Buyer indemnifies Showerama, against all its Collection Costs and Legal costs/expenses as a result of the matter being referred out to a Mercantile/Collection Agent and or Solicitor for recovery.
- g) Ownership of all goods and materials supplied to Showerama, shall not pass to the Buyer and will remain the property of Showerama, until all goods supplied by Showerama, are paid for by the Buyer.
- h) Further in consideration of the abovementioned terms, the Buyer authorises Showerama and/or its authorised Agents to enter upon the Buyers premises or its customers premises, and whilst in the Buyers possession or control and to retake possession of products for which payment has not been received by Showerama, whether such products of the Buyer or any other party.
- i) The person(s) referred to in Section (2) and (4) of this application, Hereby Charge all their Right, Title, Interest (if any) in and to the property or properties referred to in Section (2) and (4) of this application and also any property or properties that they own currently or may acquire in the future solely or jointly or have or become to have a beneficial interest in, in favour of Showerama, with the due and punctual observance and performance of all of the obligations of the Buyer.
Such person(s) acknowledge that Showerama, may at its discretion register a Caveat/s on such property or properties in respect of the interests conferred on it under this clause.

Authority Under Privacy Act 1988 (As amended)

Notice of Disclosure of the Buyers Credit information to a Credit Reporting Agency. Under Section 18E (B) (c) of the Privacy Act, I/We agree Showerama, is allowed to give a reporting Agency personal information about my/our credit application. The information which may be given to an agency is covered by Section 18E (1) of the Act and included identity particulars, the fact that I/We have applied for credit and the amount has commenced, advise that payments are no longer overdue, cheques drawn by me/us which may have dishonoured more than once, in specified circumstances that in the opinion of Showerama, I/We committed a serious credit infringement and that credit provided to me/us by Showerama has been paid for otherwise discharged.