

**STG Group**  
**CREDIT APPLICATION**  
**DEED OF GUARANTEE AND INDEMNITY AND**  
**TERMS AND CONDITIONS OF SALE**

**How to Complete these Forms**

1. These forms relate to the supply of goods and services to you from STG Group. This credit application contains three parts:
  - a. Credit Application (Containing Privacy Act Consent)
  - b. Deed of Guarantee and Indemnity
  - c. Terms and Conditions of Sale

**IMPORTANT:**

- a. Please read all documents carefully. If you do not understand any part, you should seek legal advice.
- b. Terms which are defined in STG Group' Terms and Conditions of Sale have the same meaning throughout each of the above documents.
- c. All three parts of this credit application part of the Buyer's Agreement with STG Group.

**2. Credit Application**

- a. Complete all parts of the form on the next page and sign.
- b. Email the signed document to ar@stgglobal.net.

**3. Deed of Guarantee and Indemnity**

- a. If you are a sole trader or a partnership of individuals, you need not sign the Guarantee and Indemnity
- b. If the Buyer is a corporation, all directors must sign the Guarantee and Indemnity
- c. If you are applying as a trustee, all trustees (or directors of the trustee if the trustee is a corporation) must sign the Guarantee and Indemnity
- d. For more than two Guarantors, additional Guarantors must sign a copy of the Guarantee and Indemnity
- e. Each signature must be witnessed by an independent adult witness

**IMPORTANT:**

- a. All parties who sign the guarantee may become personally responsible instead of, or as well as, the Buyer to pay all amounts which the Buyer owes to one or more entities within the STG Group and for the costs and expenses in enforcing the guarantee, together with interest.
- b. If the Buyer does not pay you must pay.
- c. Before signing, each Guarantor should:
  - obtain independent legal advice
  - consider obtaining independent financial advice
  - make his or her own enquiries about the credit worthiness, financial position and honesty of the Buyer

**STG Group Use Only**

Buyer

Contact Name

**Business Information**

Company Name			
Trading Name			
Street Address		Post Code	
Postal Address		Post Code	
ABN		ACN	
Type of Business	Corporation Partnership Sole Trader	Date Commenced	
Nature of Business			

**Guarantors**

Directors Full Name and Address ('Guarantor')	Name: Home address:
Directors Full Name and Address ('Guarantor')	Name: Home address:

**Accounts Payable Contact Information**

Name		Phone Number	
Fax Number		Email	

**Banking Information**

Bank Name		Credit Required (\$)	
BSB Number		Account Number	
Bank Address			

**Trade References (Full Names and Email Address)**

1. Company			
Phone Number		Fax Number	
Email		Contact Name	
2. Company			
Phone Number		Fax Number	
Email		Contact Name	
3. Company			
Phone Number		Fax Number	
Email		Contact Name	

I/We hereby apply for the opening of a credit account with STG Group and warrant that the information provided above in support of this application is complete, accurate and true.

I/We understand and agree that pursuant to this agreement all sums payable to the relevant entity within the STG Group shall be made in full not later than 30 days from end of month of date of invoice or on such terms as the relevant entity within the STG Group may otherwise notify in writing.

I/We understand and agree that interest at the rate set by the *Penalty Interest Rates Act 1985 (Vic)* computed daily is payable and will be charged on all overdue balances.

I/We understand that the credit amount granted will only apply to small items such as parts and will not apply to the sale of tanks or trucks. These types of purchases are classed as capital purchases and will require payment prior to dispatch.

The Terms and Conditions of Sale attached form part of this Agreement. I/We acknowledge and agree that the Terms and Conditions of Sale apply to the sale of each item of goods or services provided by the relevant entity within the STG Group and agree to abide by and be bound by the same.

Upon approval and acceptance of this application by the relevant entity within the STG Group, a binding agreement will be formed between the relevant entity within the STG Group and the Buyer.

**PLEASE NOTE:** This Credit Application cannot be considered unless it is completed in its entirety. Credit will not be provided until STG Group accepts this Application and has provided written confirmation to the Buyer. If STG Group accepts this application, the provision of goods and services and credit facilities to the Buyer are subject to attached the Terms and Conditions of Sale (which constitutes a security agreement for the purposes of the PPSA)

## **BUYER & GUARANTORS PRIVACY AUTHORITY AND ACKNOWLEDGEMENT**

### **Credit information that may be provided to a credit reporting agency.**

The Buyer and Guarantors acknowledge and agree that:

1. STG Group may give to or receive from a credit reporting agency before, during or after the provision of credit to the Buyer, certain information for the following purposes:
  - a) to obtain a consumer credit report about Buyer and/or Guarantors; and
  - b) to allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer and/or Guarantors.
2. Information referred to in paragraph 1 is limited to:
  - a) identity particulars - name, address;
  - b) the fact that the Buyer and Guarantors have applied for credit and the amount;
  - c) the fact that STG Group is a current credit provider to the Buyer and Guarantors;
  - d) amounts which are overdue by more than 60 days, and for which debt collection has started; and
  - e) advice that amounts due are no longer overdue in respect of any default that has been listed;
3. To the extent permitted by law, STG Group may contact any trade references or other credit facilities at any time whether now or in the future for the purpose of assessing credit worthiness.
4. To the extent permitted by law, STG Group may receive from any other credit provider or provide to any other credit provider any credit information whether by way of report, record or otherwise relating to credit worthiness for the purposes exchange of information, assessing credit worthiness and notification of default at any time whether now or in the future.
5. To the extent permitted by law, STG Group may obtain from a credit reporting agency a credit report on the Applicant and Guarantors for the purposes of assessing this credit application and the Applicant and Guarantors further consent to STG Group obtaining such reports from time to time for the purpose of assessing credit worthiness during the continuance of credit provision.

6. In the event of default of payment of debts of the Buyer owed to STG Group, that STG Group may disclose all information relating to the Buyer and Guarantor and the credit account to its collection agency for the purpose of receiving any or all amounts outstanding.

#### **Disclosure to Guarantors**

7. STG Group may give to a person who is considering becoming a Guarantor, a credit report containing information about the Buyer and Guarantors for the purpose of the Guarantor deciding whether to act as Guarantor.
8. The information disclosed can include a credit report and any other information about Buyer and/or Guarantors' credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act including a credit report.

#### **Exchange of credit worthiness information**

9. STG Group may exchange about the Buyer and/or Guarantors to their credit providers including those named in a consumer credit report issued by a credit reporting agency:
  - a) to assess an application by the Buyer and/or Guarantors for credit and to notify other credit providers of a default by the Buyer and/or Guarantors;
  - b) to exchange information with other credit providers as to the status of the Buyer and/or Guarantors credit facility with STG Group where the Buyer and/or Guarantors are in default with other credit providers;
  - c) to assess the Buyer and/or Guarantors' credit worthiness.
10. Such information exchanged may include anything about the Buyer and/or Guarantors credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

#### **Privacy Collection Notification**

11. The purposes for which STG Group collects the personal information requested in this credit application are to assess, and manage the Buyer's credit application and, if the application is successful, to provide the Buyer with goods and services requested by the Buyer and to enforce STG Group's agreement with the Buyer.
12. Without such personal information, STG Group may be unable to consider the Buyers'/Guarantors' credit application and/or provide the Buyer with goods or services.
13. STG Group may disclose personal information of the Buyer and/or Guarantors to credit reporting agencies, to its related entities, as required to provide the Buyer with goods and services.
14. STG Group's privacy policy contains information about how the Buyer and Guarantors may access the personal information that STG Group holds about them and information about how to seek correction of such information if necessary. It also contains information about how to make a complaint about an alleged breach of the Australian Privacy Principles, and how STG Group will deal with such a complaint.
15. STG Group does not generally actively disclose personal information of Buyers or Guarantors overseas. Personal information may be inadvertently disclosed overseas as a consequence of STG Group's use of online tools, platforms or software that is based overseas.
16. STG Group's Privacy Policy can be viewed without charge at <https://stgglobal.net/privacy-policy/>

#### **Execution:**

By signing this Application, each of the Buyer and Guarantor agree, acknowledge, warrant and represent that:

1. the Buyer is able to pay its debts as and when they fall due;
2. it has been provided with, has read, and has understood the Terms and Conditions of Sale and consents to be legally bound thereto;
3. for the purposes of the PPSA, the Buyer (as grantor) grants the relevant entity within the STG Group (as secured party)

a security interest in the Goods (the collateral and/or the Buyer's present and future personal property as defined by the PPSA) and, further, any proceeds therefrom, to secure its security interest created under the Terms and Conditions of Sale;

4. it has read, understood and consented to the use and disclosure of its personal information in accordance with the STG Privacy Policy and the above Privacy Authority and Acknowledgement.
5. STG Group Terms and Conditions of Sale may be amended from time to time on reasonable notice and the new version of the STG Group Terms and Conditions of Sale will apply to orders placed after date of the notification;
6. any of the Buyer's Terms and/or Conditions contained in the Buyer's Purchase Orders or elsewhere will not apply to the extent that they are inconsistent with the STG Group Terms and Conditions of Sale, unless expressly agreed in writing by STG Group;
7. it has been advised to seek legal and financial advice prior to signing this Application and, further, that it has either obtained such advice or waived its right to do so; and
8. STG Group relies upon the contents of this Application when agreeing to provide any credit to the Buyer and/or when entering into any Agreement with the Buyer.

Signed for and on behalf of the Buyer by its authorized representative:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## DEED OF GUARANTEE AND INDEMNITY

To: STG Spare Parts Pty Ltd ACN 628 597 295 and/or  
To: STG Service Pty Ltd ACN 624 092 888  
(jointly referred to as 'STG Group' in this Deed)

In consideration of STG Group, at the request of:

(First Guarantor Name)\* \_\_\_\_\_ Of (Address)\* \_\_\_\_\_ and

(Second Guarantor Name) \_\_\_\_\_ Of (Address) \_\_\_\_\_

jointly and severally referred to as Guarantor ("Guarantor") agreeing to:

1. supply or continue to supply goods or services to the Buyer
2. provide credit to the Buyer; or
3. an indulgence outside STG Group's agreed credit terms:

the Guarantor, for the purpose of securing to STG Group the performance of the obligations and indebtedness of the Buyer, and despite anything to the contrary contained in this Deed or any other rights which STG Group may have, acknowledges and agrees that:

1. The term 'STG Spare Parts' includes STG Spare Parts Pty Ltd ACN 628 597 295 and STG Service Pty Ltd ACN 624 092 888 and their successors and assigns and the terms: 'Buyer', 'Grantor' and 'Guarantor' include their respective heirs, executors, administrators and successors;
2. In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee their obligations are joint and several;
3. To guarantee to STG Group the due and punctual payment of all money presently owing or any money that may be owing in the future by the Buyer and if applicable the Guarantor, in respect of the cost of Goods or services or collateral (including inventory and Packaging) supplied by STG Group to the Buyer and any other sums payable by the Buyer and/or the Guarantor to STG Group pursuant to STG Group's Terms and Conditions of Sale and/or under any agreement between STG Group and the Buyer (collectively called "guaranteed and secured money");
4. Agrees as a separate severable and additional covenant and obligation to indemnify and keep indemnified STG Group from and against all losses, damages, costs, charges and expenses whatsoever that STG Group may suffer or incur arising from or in relation to:
  - (a) the supply of Goods or services to the Buyer;
  - (b) the entry into any agreement by STG Group;
  - (c) any default of the Buyer's under the Terms and Conditions of Sale and/or under any agreement;
  - (d) any default of the Guarantor under this Deed;
  - (e) the perfection of security interest(s) under the *Personal Property Securities Act 2009* (Cth) ("PPSA") (if and when applicable) in relation to this Deed or any agreement with the Buyer; and
  - (f) the enforcement of any security interest under the PPSA,

and further agrees that each of the provisions contained in this Deed that applies or is capable of application to this

Deed when it is construed as an indemnity will apply to the indemnity given by the Guarantor.

5. Covenants, acknowledges and agrees as follows:
  - (a) the Guarantee given hereunder is a continuing guarantee;
  - (b) the indemnity given hereunder is a continuing indemnity; and
  - (c) neither this Deed nor the said Guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to STG Group other than the payment to and acceptance by STG Group of the whole of the guaranteed and secured money.
  - (d) notwithstanding that as between the Guarantor and the Buyer the position of the Guarantor is that of surety, the Guarantor is liable under this Deed for the payment of all of the guaranteed and secured money;
  - (e) the Guarantor agrees to irrevocably nominate, constitute and appoint STG Group as the Guarantor's attorney to perform all necessary acts to give effect to the provision of Clauses 1-5 hereof;
  - (f) should STG Group elect to proceed in any manner in accordance with Clauses 1-5, above, the Buyer and/or Guarantor will indemnify STG Group from and against all STG Group's reasonable costs and disbursements incurred, including registration of financing statements, discharge of financing statements and reasonable legal costs on a solicitor and own client basis;
  - (g) this Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by STG Group notwithstanding:
    - (i) that no steps or proceedings have been taken against the Buyer;
    - (ii) any indulgence or extension of time granted by STG Group to the Buyer;

- (iii) the death or bankruptcy or winding up of the Buyer;
- (iv) that payment of the guaranteed and secured money by the Buyer cannot be legally enforced against the Buyer.
- (h) the Guarantor will not compete with STG Group for any dividend or distribution and will not dispute STG Group's entitlement to any security interest in the event of the Buyer being declared bankrupt, going into liquidation or

- being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.
- (i) the Guarantor hereby acknowledges having given its consent to STG Group to obtain from a credit reporting agency a consumer credit report containing information about it for the purpose of STG Group assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Buyer.

**Executed as a Deed**

<b>First Guarantor:</b>			
Signed Sealed and Delivered:      Date* _____	In the presence of:		
By* _____ (Print Name)	Signed* _____ (Sign Name)	Witness* _____ (Print Name)	Signed* _____ (Sign Name)

<b>Second Guarantor:</b>			
Signed Sealed and Delivered:      Date _____	In the presence of:		
By _____ (Print Name)	Signed _____ (Sign Name)	Witness _____ (Print Name)	Signed _____ (Sign Name)

\*Compulsory Item

## TERMS AND CONDITIONS OF SALE

### 1. Definitions (Unless the context otherwise requires):-

- 1.1 "Agreement" means any agreement, order, contract or security agreement entered into for the sale and/or supply of Goods and Services by STG Group to the Buyer, the terms and conditions of which shall (subject always to these Terms and Conditions of Sale) be contained in:
  - 1.1.1 these Terms and Conditions of Sale;
  - 1.1.2 any Credit Application that is accepted by STG Group;
  - 1.1.3 any guarantee and/or indemnity that is accepted by STG Group (including, but not limited to, any Deed of Guarantee of Indemnity which forms part of STG Group's Credit Application);
  - 1.1.4 any quotation(s) provided by STG Group and accepted by the Buyer;
  - 1.1.5 any invoice(s) provided by STG Group; and
  - 1.1.6 any Buyer order(s);
- 1.2 "Buyer" means a Person, and if there is more than one jointly and severally, to whom STG Group agrees to supply or sell Goods under an Agreement, and (unless otherwise agreed in writing) includes the Person named as 'Applicant' in any applicable Credit Application that is accepted by STG Group and the Person named as Buyer on the Invoice/Quote;
- 1.3 "Consequential Loss" means indirect and consequential Loss, including loss of turnover, loss of profits, loss of contract, loss of goodwill, or increased cost of workings or any liability to any third party;
- 1.4 "Deposit" means the deposit specified as such in the Invoice/Quote ;
- 1.5 "Goods" means the goods described in the Invoice/Quote and includes any associated equipment/accessories, parts, attached to, or tools supplied with the Goods;
- 1.6 "GST" means Goods and Services Tax as that term is defined in the GST Act;
- 1.7 "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*, as amended;
- 1.8 "Invoice" means Invoice issued by a member of the STG Group;
- 1.9 "Loss" means any direct or indirect liability, loss, damage, cost, expense or claim (including Consequential Loss), howsoever arising and whether actual or contingent, present or future, fixed or unascertained, and whether in contract, tort, or otherwise arising at law;
- 1.10 "Quote" means Proposal or Quotation;
- 1.11 "Person" includes a corporation, a trust and a partnership;
- 1.12 "Price" means the price payable for the Goods and Services, including GST, as indicated in the Invoice/Quote;
- 1.13 "PPSA" means *Personal Property Securities Act 2009 (Cth)*;
- 1.14 "Services" means the services described in the Invoice/Quote;
- 1.15 "STG Group" means STG Spare Parts and/or STG Service;
- 1.16 "STG Spare Parts" means STG Spare Parts Pty Ltd ACN 628 597 295; and
- 1.17 "STG Service" means STG Service Pty Ltd ACN 624 092 888.

### 2. OFFER AND ACCEPTANCE

- 2.1 Any Quote made by STG Group is not an offer to sell and no purchase order given pursuant to any quotation shall be binding until accepted by STG Group in writing.
- 2.2 These Terms and Conditions of Sale represent the only terms and conditions authorised and accepted by STG Group and shall apply to and form part of any contract arising from acceptance in writing by STG Group of any order placed by the Buyer.
- 2.3 If any order is placed by the Buyer for Goods and/or Services on the basis of terms that are inconsistent with these Terms and Conditions of Sale, such inconsistent terms shall be deemed to be excluded from this Agreement.
- 2.4 Any variation of these Terms and Conditions of Sale shall not apply unless expressly agreed to in writing by STG Group.

### 3. PAYMENT

- 3.1 The Buyer must pay the Price for the Goods to STG Group when notified in writing that the Goods are available for Delivery to the Buyer or otherwise as agreed in writing by STG Group.
- 3.2 The Buyer must pay the Price for Services to STG Group in accordance with payment terms specified on the Invoice.
- 3.3 Any payment to be made by the Buyer shall be deemed not to have been made until received by STG Group in cleared funds.

#### 4. DELIVERY

- 4.1 Delivery of the Goods takes place when either, the physical Goods are delivered by STG Group to the location agreed by the parties at the time the order is placed; or when the Goods are collected by the Buyer from the an STG Group location.
- 4.2 The Buyer will be responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch to the point of delivery.
- 4.3 STG Group will use its best endeavours to deliver the Goods on or before the Delivery Date. Time is not of the essence of this Agreement in relation to Delivery.
- 4.4 STG Group will not be responsible for any undue delay or failure to deliver or perform by reason beyond STG Group's control or for any Loss (including Consequential Loss) suffered or incurred by the Buyer, arising from any such delay or failure.

#### 5. BUYER'S RISK

- 5.1 Risk of loss or damage to the Goods and all responsibility to insure the Goods shall pass to the Buyer on delivery to or collection by the Buyer of the Goods.

#### 6. RETENTION OF TITLE

- 6.1 Until the Goods are paid for in full:
  - 6.1.1 Ownership of the Goods shall remain with STG Group but the risk shall pass to the Buyer as provided for in clause 5;
  - 6.1.2 The Goods are held by the Buyer as fiduciary as bailee for STG Group.

#### 7. CANCELLATION OF ORDER

- 7.1 Unless otherwise agreed in writing by STG Group:
  - 7.1.1 the Buyer shall not cancel an order which has been accepted by STG Group; and
  - 7.1.2 if the Buyer purports to cancel an order after acceptance by STG Group, any Deposit paid by the Buyer shall be forfeited to STG Group.
- 7.2 If, due to circumstances beyond its control, STG Group is unable to affect all or part delivery or supply of Goods or Services, then:
  - 7.2.1 STG Group may, at its reasonable discretion and by giving notice in writing to the Buyer:
    - 7.2.1.1 cancel the Buyer's order (even if it has already been accepted); or
    - 7.2.1.2 if the Buyer agrees in writing, vary the Buyer's order by:
      - 7.2.1.2.1 reducing the order to the quantity of Goods or Services STG Group is able to supply, or
      - 7.2.1.2.2 substituting goods or services that are comparable to the Goods or Services ordered; and
  - 7.2.2 any amounts paid for the Goods and Services will be refunded, except for the amount owed by the Buyer for partial supply of an order or for the supply of substituted Goods or Services; and
  - 7.2.3 otherwise, to the extent permitted by law, the Buyer releases STG Group from any claim for any type of compensation or damages for any Loss suffered or incurred by the Buyer or its related entities (including but not limited to Consequential Loss), howsoever arising out of or in connection with the cancellation or variation.

#### 8. DEFAULT

- 8.1 Either party will be in default if:
  - 8.1.1 it ceases to carry on its business or threatens to do so;
  - 8.1.2 it becomes insolvent;
  - 8.1.3 it commits an act of bankruptcy;
  - 8.1.4 an Administrator is appointed or a receiver or receiver and manager are appointed to any of its assets;
  - 8.1.5 a petition is presented for its winding up; or
  - 8.1.6 it enters into any arrangement with its creditors.
- 8.2 If any of sub-clauses 8.1.1 to 8.1.6 apply to the Buyer, and/or if Buyer fails or refuses to make payment by the due date, STG Group may, without limiting any of its remedies at law or under this Agreement, do one or more of the following:
  - 8.2.1 by notice in writing, cease or suspend (for such period as STG Group thinks fit in its reasonable discretion) its performance of any Agreement, including the supply of any further Goods or Services; and/or

- 8.2.2 charge the Buyer interest (calculated daily) on any sum due at the prevailing rate pursuant to the *Penalty Interest Rates Act 1983* (Vic) per annum for the period from the due date until the date of payment in full;
- 8.2.3 charge the Buyer for all reasonable expenses and costs (including, but not limited to, reasonable legal costs on an indemnity basis) suffered or incurred by STG Group as a result of the Buyer's default;
- 8.2.4 if STG Group has given the Buyer a written demand to pay within a reasonable period (which need not be more than 30 days) and payment has not been made within the specified period, by notice in writing to the Buyer, terminating the order or Agreement with the Buyer so far as it is unperformed by STG Group;
- 8.2.5 if STG Group has given the Buyer a written demand to pay within a reasonable period (which need not be more than 30 days) and payment has not been made within the specified period, by notice in writing accept the Buyer's repudiation of these Terms and Conditions of Sale and/or any Agreement,

without effect on the accrued rights of STG Group under these Terms and Conditions of Sale and/or any other relevant agreement or at law.

8.3 The Buyer indemnifies (and must keep indemnified) STG Group in respect of any Loss suffered or incurred by STG Group in relation to:

- 8.3.1 the matters set out in clause 8.1 (insofar as it relates to the Buyer) and 8.2 above;
- 8.3.2 any default by the Buyer under any other provision of these Terms and Conditions of Sale or any Agreement;
- 8.3.3 any action whatsoever taken by STG Group to enforce a right, power, discretion, and/or remedy that is available to it against the Buyer, whether under these Terms and Conditions of Sale, pursuant to any Agreement, or otherwise;

except to the extent that such Loss is caused or contributed to by STG Group.

8.4 The Buyer releases STG Group from any and all Loss howsoever incurred by the Buyer as a direct or indirect result of the any lawful cessation, suspension, termination, or acceptance of the repudiation of these Terms and Conditions of Sale and/or any Agreement by STG Group in accordance with this clause 8.

## 9. WARRANTY

9.1 In the case of new Goods, the only warranties which apply are the warranties provided by the manufacturer of the Goods and STG Group and, if applicable, the guarantees referred to in clause 9.5 below.

9.2 Provision of the warranties is subject to:

- 9.2.1 payment in full in accordance with these Terms and Conditions of Sale and/or any Agreement;
- 9.2.2 the provision of a sample of the defective Goods to STG Group for testing;
- 9.2.3 correct storage of the Goods in accordance with instructions of STG Group and/or the manufacturer; and
- 9.2.4 using the Goods in accordance with their intended purpose.

9.3 The Warranty excludes damage or alteration to the Goods arising from circumstances outside the control of STG Group, including, without limitation to where the Goods are not used for their intended purpose, or where Goods or any parts of them have been treated, processed or changed in any manner.

9.4 The Buyer agrees to use the Goods in accordance with:

- 9.4.1 any instructions provided to it by STG Group or the manufacturer from time to time;
- 9.4.2 all government and local regulations, including but not limited to all relevant environmental laws and regulations governing the storage, use, handling and maintenance of the Goods; and
- 9.4.3 all necessary and appropriate precautions and safety measures relating to the storage, use, handling and maintenance of the Goods.

9.5 If the Buyer is a consumer as defined in the Competition and Consumer Act 2010 (Cth) (**Competition and Consumer Act**) the following statement applies, as required by the Competition and Consumer Act:

**"Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:**

- (a) to cancel your service contract with us; and**
- (b) to a refund for the unused portion, or to compensation for its reduced value.**

**You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or service does not amount to a major failure, you are entitled to have the failure rectified in a**

**reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.”**

- 9.6 The benefits provided by the warranty in this clause 9 are in addition to other rights and remedies available to the Buyer under the Competition and Consumer Act and similar legislation.
- 9.7 In the case of used Goods, STG Group warrants that the Goods shall be in good working order from the date the Goods are available for delivery or collection, fair wear and tear excluded.
- 9.8 Any warranty work necessary under the terms of this warranty shall be performed by STG Group or a person authorised by STG Group. The benefit of any warranty hereunder applies to the Buyer and is not transferable.

#### 10. LIMITATION OF LIABILITY

- 10.1 At the time of delivery of the Goods, the Buyer must satisfy itself that the Goods are in accordance with the description contained in this Agreement and must give written notice to STG Group within 14 days of delivery of any Goods that it believes does not meet specifications or it if believes Goods are defective;
- 10.2 To the extent permissible by law all conditions, warranties and liabilities, whether expressed or implied, which are not expressly set out herein, are excluded. Without limiting the generality of the preceding sentence and to the extent permissible by law, STG Group shall not be liable for any Loss (including Consequential Loss) arising out of or in connection with this Agreement or the supply of Goods or Services, except to the extent that such loss or damage is materially caused or contributed to by the negligent acts or omissions of STG Group.

#### 11. PERSONAL PROPERTY SECURITIES ACT (PPSA)

- 11.1 If a term used in this Clause 11 has a particular meaning in the PPSA, it has the same meaning in this Clause.
- 11.2 The Buyer acknowledges and agrees that:
  - 11.2.1 the PPSA applies to this Agreement;
  - 11.2.2 these Terms and Conditions of Sale constitute and create a security agreement for the purposes of the PPSA; and
  - 11.2.3 these Terms and Conditions of Sale create a security interest over the Goods in favour of the relevant member of the STG Group as the secured party.
- 11.3 The Buyer grants the STG Group a purchase money security interest (as that term is defined in the PPSA) (PMSI) in all Goods supplied by STG Group to the Buyer from time to time and, further, any proceeds arising therefrom.
- 11.4 The Buyer acknowledges and agrees that the security interest:
  - 11.4.1 arising under this Agreement will be perfected by STG Group prior to the Buyer obtaining possession of the Goods; and
  - 11.4.2 is a continuing and subsisting interest in the Goods with priority over any other security interest and any unsecured creditor of the Buyer.
- 11.5 The Buyer will do everything required of it to enable STG Group to register and maintain its security interest on the Personal Property Securities Register with the priority STG Group requires.
- 11.6 STG Group does not need to give the Buyer any notice under the PPSA unless the notice is required by the PPSA and that requirement cannot be excluded.
- 11.7 If Chapter 4 of the PPSA would otherwise apply to the enforcement of the security interests created under this Agreement, the Buyer agrees that sections 95, 120, 121(4), 125, 128, 129, 130, 132(3)(d), 132(4), 134(1), 135, 142, 143, 157(1) and 157(3) of the PPSA will not apply.
- 11.8 The Buyer agrees not to disclose to an 'Interested person' or any other person, any information of the kind described in section 275(1) of the PPSA.
- 11.9 The Buyer must notify STG Group immediately in writing of any changes to its name, address, contact details or data required to register a financing statement under the PPSA.
- 11.10 Until title in the Goods passes to the Buyer, the Buyer will keep and maintain all Goods free of any charge, lien or security interest except as created under this Agreement and otherwise deal with the Goods in a way that will not prejudice the rights of STG Group under this Agreement.
- 11.11 The Buyer irrevocably grants STG Group the right to enter any premises or property of the Buyer during business hours without notice and without being any way liable to the Buyer or any other person, if STG

Group has cause to exercise any of its right under the PPSA or these Terms and Conditions of Sale, and the Buyer agrees to indemnify STG Group against any such liability.

## 12. PRIVACY

- 12.1 STG Group is bound by the Privacy Act 1988 (Cth) and takes steps to ensure that all personal information obtained in connection with the Buyer will be appropriately collected, stored, used and disclosed in accordance with the Australian Privacy Principles.
- 12.2 STG Group requires that the Buyer comply with the Australian Privacy Principles in connection with any personal information supplied to it by STG Group in connection with this Agreement.
- 12.3 The Buyer and the guarantor (if any) acknowledge and agree that STG Group requires, and may use, the personal information requested by it in connection with these Terms and Conditions of Sale and this Agreement for the primary purposes of:
  - 12.3.1 providing Goods and Services requested by the Buyer; and
  - 12.3.2 enforcing these Terms and Conditions of Sale and this Agreement.
- 12.4 The Buyer and the guarantor (if any) agree that STG Group may also use, the personal information requested by it for the secondary purpose of direct marketing to the Buyer in relation to its Goods and Services, unless the Buyer has opted out of receiving such communications.
- 12.5 Without such personal information, STG Group may be unable to supply the Goods and Services to the Buyer;
- 12.6 STG Group may disclose the personal information of the Buyer (including its officers, employees, and representatives) and any guarantor to the following types of organisations: third parties to whom STG Group outsources any part of its functions, including but not limited to collection and delivery services, payroll and database management, credit reporting bodies and legal practitioners, but is unlikely to actively disclose personal information overseas.
- 12.7 STG Group's privacy policy contains information about how the Buyer (including its officers, employees, and representatives) and any guarantor may obtain access to the personal information held by STG Group about them and how to seek correction of such information if necessary;
- 12.8 The privacy policy also contains information about how to complain about a perceived breach of the Australian Privacy Principles and how STG Group will deal with such a complaint.
- 12.9 A free copy of the privacy policy can be obtained by clicking <https://stgglobal.net/privacy-policy/>.

## 13. TRUSTS

- 13.1 This clause 13 applies if the Buyer is the trustee of a trust, whether or not STG Group has notice of the trust.
- 13.2 Where the Buyer comprises 2 or more persons and any of those persons is a trustee, this clause 13 applies to such trustee.
- 13.3 The Buyer agrees that even though it enters into these Terms and Conditions of Sale and/or an Agreement as trustee of a trust, the Buyer will also be liable personally for the performance and observance of every obligation to be observed and performed by the Buyer, whether express or implied, in these Terms and Conditions of Sale or under any Agreement.
- 13.4 The Buyer warrants that it has a right of indemnity against the property of the trust and that right has not been, and in the future will not be, excluded, modified, released, lost, or diminished (whether by agreement, breach of trust, or otherwise).
- 13.5 The Buyer must not, without STG Group's prior written consent:
  - 13.5.1 resign or be removed as trustee of the trust or appoint or allow the appointment of a new or additional trustee of the trust;
  - 13.5.2 amend or revoke any of the terms of the trust;
  - 13.5.3 vest or distribute the property of the trust or advance or distribute any capital of the trust to a beneficiary or resettle any of the property of the trust;
  - 13.5.4 permit a beneficiary to have the use, occupation, employment, or possession of the property of the trust;
  - 13.5.5 do or permit or omit to do an act or thing in breach of the terms of the trust, or which would permit the trustee to be removed as trustee of the trust;
  - 13.5.6 exercise or permit or allow to be exercised a power to change the vesting date of the trust or provide for an early determination of the trust;
  - 13.5.7 lend any money, give any guarantee, or incur any debt other than in the ordinary course of business of the trust; or

13.5.8 pay any of the income of the trust to any beneficiary of the trust if such payment will prejudice or affect the Buyer's ability to pay all amounts due to STG Group.

14. GOVERNING LAW

14.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State in which STG Group has its place of business.

15. NOTICES

15.1 Any notice given by one party to the other relating to any matter arising under this Agreement may be given by pre-paid post, email or hand to or at the address set out in the Invoice or Quote. Notices sent by pre-paid post are deemed to be received within 3 days after posting. Production by a party of a copy of an email message bearing the time and date of dispatch will be conclusive evidence that the transmission or message was sent on that date and time shown, unless the sender received a notification that the email message had failed to send.

16. TIME IS OF ESSENCE

16.1 Time is of the essence in relation to all matters arising under this Agreement, unless otherwise specifically stated herein.

STG Parts Use Only			
Date Received		Credit Limit Approved	
Account Number		Buyer Notified	
Approved By		Approval Date	
Credit Reference Received	1.	2.	3.
Comments/ Notes			