

APPLICATION FOR COMMERCIAL CREDIT 30 DAY TRADING ACCOUNT

To: **ROSENLUND CONTRACTORS PTY LTD** and any subsidiary or associated entity ("ROSENLUND") ACN 067 972 034 ABN 65 067 972 034

I/We the Customer named below (called variously "I/we" and "me/us" in this application) agree, declare and acknowledge that:

- a) If this application is accepted by ROSENLUND, all the provisions of the application (including the General Credit Terms) plus ROSENLUND's Terms and Conditions of Sale as may be amended by ROSENLUND from time to time ("Terms of Sale") will be binding on me/us; and
- b) I/We have been given and have read and understood ROSENLUND's current Terms of Sale prior to completing this application.

CUSTOMER

Are you a: (tick):	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> Private Co. (Pty Ltd)	<input type="checkbox"/> Public Co. (Ltd)	<input type="checkbox"/> Trust
Registered and/or Trading Name:					
Registered Address:					
ACN:		ABN:			
Postal Address:				Post Code:	
Business Address:				Post Code:	
Telephone (Bus):		Mobile:		Facsimile	
Email:				Public Liability Insurance?	
Public Liability Insurer's Name:				Policy Number	

TRADE REFERENCES

1.		Phone No:	
2.		Phone No:	
3.		Phone No:	

CREDIT INFORMATION

The customer and guarantors give consent to and authorisation for ROSENLUND to do the following at any time:

- (a) request credit reports containing information about my/our consumer or commercial credit arrangements from credit reporting agencies for the purposes of assessing this application and/or my creditworthiness or in connection with any related purpose or the attached Guarantee and Indemnity;
- (b) give credit reporting agencies information to enable the credit reporting agencies to create and maintain credit information files containing information about me/us;
- (c) disclose credit reports and any personal information derived from credit reports and any information about my/our personal or commercial credit arrangements to any related bodies corporate of ROSENLUND, any agents of ROSENLUND, any of my/our current or potential guarantors and any other current or potential provider of credit to me/us for any purpose; and
- (d) exchange information with other credit providers and any collection agents of ROSENLUND, any of ROSENLUND's related bodies corporate and any current or potential provider of credit to me/us for any purpose.

I/We understand that the information permitted to be disclosed to or by ROSENLUND under the Privacy Act 1988 (Cth) will include:

- (a) details to identify me/us - that is, name, sex, date of birth, current and 2 previous addresses, current or last known employer, and driver's license number;
- (b) the fact that I/we have applied for credit, the amount of the credit, or that ROSENLUND is a current provider of credit to me/us; (c) advice that payments previously notified as unpaid are no longer overdue;
- (d) payments overdue for at least 60 days and for which collection action has started;
- (e) cheques for more than \$100 dollars drawn by me/us which have been dishonoured more than once;
- (f) in specified circumstances, that in the opinion of ROSENLUND I/we have committed a serious credit infringement.

PRIVACY

I/We understand that I/we need not give any of the personal information requested in this application. However, without this information it may not be possible to process this application or provide me/us with an appropriate level of service. By signing this application I/we authorise ROSENLUND to collect, maintain, use and disclose my/our personal information in the manner set out above and in ROSENLUND's privacy policy as varied from time to time. I/we acknowledge having received a copy of the current privacy policy and that I/we am/are aware that the privacy policy is available on request.

GENERAL CREDIT TERMS

1. **Payment:** The Customer must pay for all Goods and Services supplied by ROSENLUND within 30 days of issue or within any alternative credit period granted in writing by ROSENLUND.
2. **Interest:** ROSENLUND is entitled to charge the Customer interest on amounts not paid within the credit period specified by ROSENLUND at a rate equivalent to 3% more than the business overdraft commercial interest rate of the National Australia per annum from the invoice date until the payment of the debt.

3. **GST:** Each amount payable by the Customer under these Credit Terms in respect of a Taxable Supply by ROSENLUND is a GST exclusive amount and on receipt of a tax invoice the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply" and "GST" have the meanings set out in the A New Tax System (Goods and Services) Act 1999 (Cth).
4. **Withdrawal or Variation of Credit:** ROSENLUND may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Customer.
5. **Charge over Customer's Property:** As security for payment to ROSENLUND of all moneys payable by the Customer and for the Customer's obligations generally under these Credit Terms, the Customer charges in favour of ROSENLUND the whole of the Customer's undertaking, property and assets (including without limitation all of the Customer's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Customer irrevocably appoints each Officer as the Customer's attorney to do all things necessary to create and register each such charge. Upon demand by ROSENLUND, the Customer agrees to immediately execute a mortgage or other instrument in terms satisfactory to ROSENLUND to further secure payment of the money payable by the Customer. If the Customer fails within a reasonable time of such demand to execute such mortgage or other instrument, then the Customer acknowledges that ROSENLUND may execute such mortgage or other instrument as the Customer's attorney pursuant to the appointment of ROSENLUND as the Customer's attorney set out in these Credit Terms.
6. **Suspension or Ceasing of Supply:**
 - (a) ROSENLUND may in ROSENLUND's complete discretion and without incurring any liability to the Customer, cease or suspend supply of services to the Customer or amend these Credit Terms.
 - (b) Without limiting clause 7(a), if an Event of Default occurs, ROSENLUND may, without prejudice to ROSENLUND's other rights, call up moneys owed to ROSENLUND by the Customer, retain all moneys paid on account, or cease further deliveries and recover from the Customer all loss of profits and other costs arising from the Event of Default and/or take immediate possession of any services for which payment remains outstanding.
7. **Liability of ROSENLUND:** ROSENLUND will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by ROSENLUND, ROSENLUND's employees, contractors or agents whether negligent or not, except that nothing in these Credit Terms limits any liability imposed by any statute unless or to the extent that it is lawful to do so.
8. **Certification:** A statement signed by an Officer certifying the amount of any moneys payable by the Customer, or identifying any services, as being "unpaid for" is, in the absence of manifest error, conclusive and binding on the Customer.
9. **Notification of Change of Details:** The Customer will provide written notice to ROSENLUND of any change in the Customer's structure or management, including any change of director, shareholder, partnership, trusteeship or address within 7 days of the change.
10. **Continuing Guarantee:** All guarantees under or related to these Credit Terms will be continuing guarantees and will terminate only with ROSENLUND's written agreement.
11. **Set-Off:** ROSENLUND may at any time set-off amounts owed by ROSENLUND to the Customer against amounts owed by the Customer to ROSENLUND.
12. **Effect of Other Terms:** These Credit Terms are in no way affected or amended by any other express or implied terms contained in any terms of sale in relation to the services. No terms of the Customer apply to any agreement between the Customer and ROSENLUND.
13. **Expenses:** The Customer must pay to ROSENLUND any costs, charges and expenses (including all stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt) incurred by ROSENLUND in connection with the entry into these Credit Terms, the exercise or attempted exercise of any power, right or remedy under these Credit Terms and/or the failure of the Customer to comply with these Credit Terms.
14. **Transactions:** The Customer will be liable for all transactions and expenses involving the Customer's credit account including any fraudulent use of the account by the Customer or any person authorised by the Customer to use the account or the Customer's employees, agents or contractors. The Customer will also be liable for any fraudulent use of the Customer's credit account which is directly or indirectly caused or contributed to by the Customer's negligence.
15. **Application of Monies Received:** If ROSENLUND receives or recovers money in respect of a debt of the Customer, ROSENLUND may use the money to pay off whichever debt or part of a debt ROSENLUND chooses and is not compelled to apply the money as directed by the Customer or any other person.
16. **Indemnity:** The Customer will indemnify ROSENLUND in relation to any direct or indirect loss, liability or damage suffered by ROSENLUND or any other person as a result of the Customer's negligence or breach of these Credit Terms.
17. **Trusts:** These Credit Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.
18. **Joint and Several:** If the Customer consists of more than one person, the obligations of each person are joint and several.
19. **Severance:** Each clause, subclause and part of these Credit Terms is separate and independent. If any clause or subclause or part is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.
20. **Waiver:** Any waiver by ROSENLUND must be in writing. In the event that ROSENLUND elects not to exercise any of ROSENLUND's rights arising in connection with these Credit Terms, ROSENLUND's election will not constitute a waiver of any rights relating to any other breach of these Credit Terms.
21. **Amendments:** These Credit Terms may only be amended with ROSENLUND's express written agreement.
22. **Assignment:** The Customer may not assign any agreement under these Credit Terms without ROSENLUND's prior written consent.
23. **Application of Laws:** These Credit Terms are governed by the laws of the state of Queensland. The Customer submits to and consents to the central Courts of Brisbane having jurisdiction over these Credit Terms.
24. **Interpretation:**
 - (a) In these Credit Terms, unless the context requires otherwise, all references to a party include the party's successors and permitted assigns.
 - (b) No provision of these Credit Terms will be construed adversely against a party solely because the party was responsible for drafting the provision.

I/We agree to be bound by the General Credit Terms set out above and by the terms set out in this application and warrant that the information given by me/us in this application is true and accurate and warrant I/we have disclosed all information relevant to this application.

Name:		Position:	
Signature:	(Signed for and on behalf of the Customer)	Date:	/ /
Witness Name:		Witness Signature:	
Witness Address:			

GUARANTEE AND INDEMNITY

1. Guarantee

The Guarantor unconditionally and irrevocably guarantees to ROSENLUND the due and punctual payment of the Guaranteed Monies and agrees: (a) on demand from time to time to pay an amount equal to the Guaranteed Monies then due and payable;

- (b) any statement signed by an Officer certifying the amount of Guaranteed Monies, or the money owing by the Guarantor under the Guarantee, is, in the absence of manifest error, binding and conclusive on and against the Guarantor;
- (c) this Guarantee is a continuing guarantee and remains in full force and effect until all the Guaranteed Monies are paid or satisfied in full and is in addition to, and not prejudiced or affected by any other security or guarantee held by ROSENLUND for the payment of Guaranteed Monies;
- (d) the liabilities of the Guarantor and the rights of ROSENLUND under this Guarantee are not affected by anything which might otherwise affect such liabilities and rights at law or in equity;
- (e) if any payment by the Guarantor under this Guarantee or the Customer is avoided, set aside, ordered to be refunded or reduced rendered unenforceable by any laws relating to bankruptcy, insolvency or liquidation, that payment will be taken not to have been made and ROSENLUND is entitled to recover from the Guarantor the value of that payment as if that payment had never been made and this clause continues after this Guarantee is discharged; and
- (f) ROSENLUND may enforce this Guarantee without first having resort to any other guarantee or security in relation to the Guaranteed Monies.

2. Warranty

Each Guarantor warrants that all the information set out in this Guarantee is true and correct and the Guarantor has disclosed to ROSENLUND all information relevant to this Guarantee.

3. Indemnity

As a separate and independent obligation, the Guarantor agrees to unconditionally and irrevocably indemnify ROSENLUND from and against any claim, action, loss, damage, liability, cost, expense, outgoing or payment suffered, paid or incurred by ROSENLUND in relation to the non payment or non recovery of the Guaranteed Monies. ROSENLUND need not incur any expense or make any payment before enforcing any right of indemnity.

4. Notification of Change of Details

The Guarantor will immediately provide written notice to ROSENLUND of any change in the Guarantor's details set out in this Guarantee or the Application for Commercial Credit.

5. Waiver

Any waiver by ROSENLUND must be in writing. No failure or delay by ROSENLUND to exercise any power, right or remedy under this Guarantee operates as a waiver, nor does any single or partial exercise of any power, right or remedy preclude any other or further exercise of that power, right or remedy. ROSENLUND's rights and remedies under this Guarantee are in addition to any rights and remedies arising at law.

6. Claim in Administration

Until this Guarantee is released by ROSENLUND, the Guarantor will not without ROSENLUND's consent, prove in any Administration of the Customer in competition with ROSENLUND or any related body corporate of ROSENLUND.

7. Continuing Guarantee

All guarantees will be continuing guarantees and will terminate only with ROSENLUND's written agreement.

8. Application of Monies Received

If ROSENLUND receives or recovers money in respect of debts of the Customer or anyone else, ROSENLUND may use the money to pay off whichever part of those debts ROSENLUND chooses and does not have to apply the money for the Guarantor's benefit.

9. Charge

As security for payment to ROSENLUND of all moneys payable by the Guarantor and for the Guarantor's obligations generally under this Guarantee, the Guarantor charges in favour of ROSENLUND the whole of the Guarantor's undertaking, property and assets (including without limitation all of the Guarantor's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Guarantor irrevocably appoints each Officer as the Guarantor's attorney to do all things necessary to create and register each such charge. Upon demand by ROSENLUND, the Guarantor agrees to immediately execute a mortgage or other instrument in terms satisfactory to ROSENLUND to further secure payment of the money payable by the Guarantor. If the Guarantor fails within a reasonable time of such demand to execute such mortgage or other instrument, then the Guarantor acknowledges that ROSENLUND may execute such mortgage or other instrument as the Guarantor's attorney pursuant to the appointment of ROSENLUND as the Guarantor's attorney set out in this Guarantee.

10. Trusts

This document binds the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee.

11. Set Off

ROSENLUND may at any time set-off amounts owed by ROSENLUND to the Guarantor against amounts owed by the Guarantor to ROSENLUND.

12. Expenses

The Guarantor must pay to ROSENLUND all costs, charges, fees and expenses (including, without limitation, all stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt) incurred by ROSENLUND in connection with any entry into this Guarantee, the exercise or attempted exercise of any power, right or remedy under this Guarantee and/or the failure of the Guarantor to comply with any obligations under this Guarantee.

13. Acknowledgement

The Guarantor acknowledges that the Guarantor: (a) has entered into this Guarantee voluntarily;

- (b) has read and understood the nature and consequences of entering in to this Guarantee;
- (c) has not signed this Guarantee on the basis of any representation of ROSENLUND, ROSENLUND's employees, agents or representatives or under the duress of any person; and
- (d) is entitled to seek independent legal and financial advice before signing this Guarantee.

14. Joint and Several

If there is more than one Guarantor, the obligations of each Guarantor are joint and several.

15. Severance

Each clause, subclause and part of this Guarantee is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.

16. Amendments

This Guarantee may only be amended with ROSENLUND's express written agreement.

17. Assignment

The Customer may not assign this Guarantee without ROSENLUND's prior written agreement.

18. Application of Laws

This Guarantee is governed by the laws of the state of Queensland. The Guarantor submits to and consents to the central Courts of Brisbane having jurisdiction over this Guarantee.

19. Definitions

In this Guarantee unless the context requires otherwise:

Administration includes any administration or liquidation of a corporation, arrangement, receivership, receivership and management or anything similar;

Guarantee means this Guarantee and Indemnity;

Guaranteed Monies means all Monies which are, will or may be at any time in the future, owing or payable to ROSENLUND by the Customer for any reason whatsoever including, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages. Where the Customer would have been liable but for the Customer's Administration, the Customer and Guarantor will still be taken to be liable;

Officer means each director, secretary, credit manager and authorised representative of ROSENLUND; and any term defined in the Credit Terms will have the same definition in this Guarantee.

20. Interpretation

(a) In this Guarantee unless the context requires otherwise, all references to a party include the party's successors and permitted assigns.

(b) No provision of this Guarantee will be construed adversely against a party solely because the party was responsible for drafting the provision.

SCHEDULE

I have read and understood this document. I have not relied on anything said to me by the Customer or ROSENLUND as to what it means or what its effects may be.

SIGNED by each Guarantor in the presence of the witnesses whose names appear below.

Guarantor's Name:		Signature:	
Witness' Name (Print):		Signature:	

Witness' Address:

Guarantor's Name:		Signature:	
Witness' Name (Print):		Signature:	

Witness' Address:

DATED this day of 20

IMPORTANT NOTICE: This is an important document. It may require you to pay someone else's debts. You should ensure that you read and understand the terms of this Guarantee. If necessary, seek independent legal advice.

WHEN COMPLETED PLEASE RETURN TO:

Accounts
Rosenlund Contractors
PO Box 169
VIRGINIA QLD 4014

Phone No: (07) 3260 6155
Fax No: (07) 3260 7421
Email: jenny@rosenlund.com.au

ROSENLUND Office Use Only

Credit Controller:		Client ID:	
Credit limit:		Terms:	
Approved by:		Date:	
Trade Ref. completed		Company name	How long traded
Yes / No	1.		
	2.		
	3.		

1. **INTERPRETATION**
- Unless the contrary intention appears: -
- Agreement:** means these Standard Terms & Conditions including its special conditions and amendments.
- Cancellation Fee:** means the fee which is payable by the Client in the circumstances set out in clause 3.4.
- Equipment:** means the equipment hired to the client as set out in the rental agreement.
- Rental Agreement:** means the agreement between the client and Rosenlund for the hire of equipment.
- Client:** means the client of The Rosenlund Group (you) or its representative.
- Contract:** means every contract between The Rosenlund Group and the Client about providing Goods and Services to the Client.
- Event of Default:** means any of the following events:
- (i) the Client is in breach of this Agreement;
 - (ii) if the Client is a company:-
 - (a) an order is made or a resolution is passed for winding up the Client;
 - (b) a receiver, liquidator or an administrator is appointed;
 - (c) the Client goes into liquidation or enters into an arrangement with its creditors;
 - (d) the Client stops payment or is unable to pay its debts;
 - (iii) if the Client is a natural person:-
 - (a) the Client becomes bankrupt or enters administration;
 - (b) the Client dies or becomes incapable of managing its affairs;
 - (c) the Client ceases or threatens to cease carrying on business.
- GST:** means any goods and services tax which applies to the provision of the Services under any legislation.
- Agreed Record Variation:** means the document between the client and Rosenlund setting out the agreement on certain variations to Good and Services provided.
- Hire Docket:** means the document between the client and Rosenlund setting out agreed equipment machine hours used onsite.
- Services:** includes the supply of wet/dry hire of equipment and or contract works to the Client and all associated services.
- Service Fee:** means the fee payable by the Client to The Rosenlund Group for the Services calculated in accordance with clause 3.5.
- Goods:** includes all materials supplied by the Rosenlund Group to the Client.
- Employees:** means all employees currently employed by the Rosenlund Group of companies.
- The Rosenlund Group:** means all related entities of Rosenlund Contractors Pty Ltd.
- PPSA:** refers to the Personal Property Securities Act 2009.
2. **INCORPORATION OF TERMS**
- 2.1 The terms of this Agreement apply to every Contract entered into after the date of this Agreement.
3. **SERVICE FEES**
- 3.1 The Service Fees will be set out in machine rental agreement and or The Rosenlund Group's schedule of fees.
- 3.2 **Liability to Pay:** The Rosenlund Group and the Client will agree when the Service Fees become payable. This will be set out in the rental agreement and or Contract.
- 3.4 **Calculation of Service Fees:** Unless otherwise agreed in writing, the Service Fees will be calculated on the basis of the following conditions:-
- 3.4.1 **Hire Rates:** The Hire rates for hire of equipment will be calculated based on the following terms;
 - 3.4.1.1 The hire rate is based upon a minimum of four hours' work or as agreed with Client.
 - 3.4.1.2 Work performed on Saturday, Sunday and statutory or gazette public holidays may attract an extra charge to allow for overtime costs.
 - 3.4.1.3 Standby time is charged at half the cost of normal machine rates.
- 3.5 **Permits and License Fees:** The client shall be responsible for obtaining the necessary permits and/or plans and pay such fee's as may be required by the public authority for the location and marking of all services and shall expose all such services and shall conform with the requirements of all by-laws and regulations.
- 3.7 **Invoices:** The Rosenlund Group will issue tax invoices to the Client at the beginning of the month.
- 3.8 **GST:** All tax invoices will include an additional amount for GST.
- 3.9 **Invoice Period:** The Client must pay each tax invoice within thirty (30) days from the invoice date. The Rosenlund Group will charge the Client default interest on amounts not paid within thirty (30) days at a rate equivalent to the reference rate charged by The Rosenlund Group's principal bankers plus 3% from the invoice date until paid in full.
- 3.10 **Invoice Queries:** All queries regarding invoices must be raised by the Client with The Rosenlund Group within 14 days of the invoice date, failing which, the Client will be deemed to have agreed to the invoice. The Client must provide all information and co-operation to The Rosenlund Group to enable legitimate queries to be resolved promptly. Nothing in this clause affects the Client's liability to pay full invoice amounts and applicable interest.
- 3.11 **Credit:** The Rosenlund Group at its discretion may extend trade credit to the Client on terms satisfactory to The Rosenlund Group. The Rosenlund Group may at any time vary or withdraw any credit granted to the Client.
- 3.12 **Merchant Fees:** The Client must pay any applicable merchant fees incurred by The Rosenlund Group for payment methods used by the Client and any duty and other government charge relating to the establishment or operation of the Client's account.
- 3.13 **Charge over Client's Property:** As security for payment to The Rosenlund Group of all moneys payable by the Client, the Client charges in favour of The Rosenlund Group all of the Client's interests in all of its property both current and later acquired. The Client irrevocably appoints The Rosenlund Group as its attorney to do all things necessary to create and register each such charge.
- 3.14 **Guarantee:** The Rosenlund Group may require a personal guarantee from a third party to guarantee the Client's performance under this Agreement. Each guarantee continues until the Client has no further obligations under this Agreement or the guarantee is terminated by notice in writing by The Rosenlund Group.
4. **OCCUPATIONAL HEALTH AND SAFETY**
- 4.1 **General:** The Client must provide a safe work environment for employees in accordance with all laws, regulations and requirements of applicable authorities.
- 4.2 **Competent Persons:** The client shall at all times exercise due care that the equipment is not being operated by any persons not duly authorized to do so. Persons must be deemed competent by the client to operate equipment provided by Rosenlund.
5. **VARIATION, SUSPENSION AND TERMINATION**
- 5.1 The Rosenlund Group, without incurring any liability to the Client, may cease or suspend supplying Goods and Services to the Client or amend this Agreement.
- 5.2 If an Event of Default occurs, The Rosenlund Group may, without prejudice to its other rights, call up moneys owed to it by the Client, retain all moneys paid, cease providing further Goods and Services and recover from the Client all loss of profits arising therefrom, and/or retake immediate possession of any Goods, Services and Equipment (where possible) not paid for.
6. **THE ROSENLUND GROUP'S OBLIGATIONS**
- 6.1 The Rosenlund Group must:
- 6.1.1 Ensure equipment delivered to site is in good working condition, ready to work as described.
 - 6.1.2 Employee Plant Operators are competent on the equipment that they are operating on site.
- 6.2 The Rosenlund Group warrants that it has, and will maintain, all forms of insurance which The Rosenlund Group is required by law to maintain in relation to the supply of Equipment Hire and Contract Works.
7. **CLIENT OBLIGATIONS**
- 7.1 The Client must:-
- 7.1.1 comply with the terms of this Agreement;
 - 7.1.2 always act in good faith;
 - 7.1.3 comply with all laws, regulations and rules of applicable authorities; and
 - 7.1.4 have and maintain, and warrants that it has and will maintain, liability insurance which provides cover for all activities carried out by the Client, including against liability for work carried out by all employees to the fullest extent possible.
8. **ACKNOWLEDGEMENTS & LIMITATION OF LIABILITY**
- 8.1 The Client acknowledges that The Rosenlund Group:-

- 8.1.1 is not responsible for any damages for delay through breakdown or accident or for termination of hire of equipment.
- 8.1.2 The Client agrees to defend, release, indemnify and hold harmless and keep defended, released, indemnified and held harmless, Rosenlund from and against any and all liabilities (and all resulting loss and damage (including legal costs for the full indemnity basis) and any claim or action of any kind) whether such claims are based upon contract, warranty, tort (including negligence of any nature) strict liability or otherwise against Rosenlund by any person (including the Client, its personnel and its insurer) made in connection with or incidental to the performance of this contract, in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused occasioned or contributed to in whole or in part, by reason of any act or admission or fault or negligence (including product liability or any other strict liability) whether active or passive of agency or any personnel (or breach of disagreement by the Client). Rosenlund acknowledges that to the extent the personnel are performing under the agreement, the personnel shall be subject to the control, supervision and direction of Rosenlund as agent for the Client but not otherwise.
- 8.1.3 The Client agrees to defend, release, indemnify and hold harmless and keep defended released, indemnified and held harmless, Rosenlund from and against any or all liabilities, lost, damages, costs and expenses of any kind and claims of any kind (whether such claims are based upon contract, warranty, tort (including negligence of any nature) arising from or in relation to injury or death of any personnel or any person in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any act or omission or fault or negligence (whether act of passive) of Rosenlund, its employees representatives or permitted assigns.
- 8.1.4 The indemnities in this agreement are continuing obligations, separate and independent from the other obligations of the parties and survive termination of this agreement.
- contemplated or constituted by the Terms without prior consent from The Rosenlund Group; and
- (c) not register or permit to be registered a financing statement or financing change statement in relation to the Equipment in favor of a third party without prior written consent from The Rosenlund Group
- 12.3 If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising under or connect with these Terms and:
- (a) Section 115(1) of the PPSA allows for the contracting out of provisions of the PPSA, the following provisions of the PPSA will not apply and The Client will have no rights under them; Sections 95 (to the extent that it requires the secured party to give notices to the grantor); 96; 118 (the the extent that it allows a secured party to give notices to the grantor); 121(4); 125; 130; 132(3)(d); 132 (4); 135; 142; and 143; and
- (b) Section 115(7) of the PPSA allows for the contracting out of provisions of the PPSA, the following provisions of the PPSA will not apply and The Client will have no rights under them; Sections 127; 129(2),(3); 130(1); 132; 134(2); 135; 136(3),(4),(5); and 137;
- 12.4 Unless otherwise agreed and to the extent permitted by the PPSA both The Client and The Rosenlund Group agree not to disclose information of the kind referred to in section 275(1) of the PPSA to an interested person. The Client waives any right it may have had by for this clause under section 275(7)(c) of the PPSA to authorise the disclose of the above information.
- 12.5 For the purposes of section 20(2) of the PPSA, the collateral is Equipment sold by The Rosenlund Group to The client from time to time. These terms are a security agreement for the purposes of the PPSA
- 12.6 The Rosenlund Group may apply amounts received in connection with these Terms to satisfy obligations secured by a security Interest contemplated or constituted by these Terms in any way The Rosenlund Group determines in its absolute discretion
- 12.7 The Client agrees to notify The Rosenlund group in writing of any changes to details as set out in the credit application within seven (7) days of any such change.

9. VARIATIONS

- 9.1 No variation of this document will be valid or binding unless recorded in writing and executed by both parties.

10. INDEMNITIES

- 10.1 The Client fully indemnifies The Rosenlund Group against all loss, damage, claims of any kind suffered by any party resulting or arising from the Client's failure to comply with any of its obligations under this Agreement.

11. GENERAL CONDITIONS

- 11.1 The Client must pay to The Rosenlund Group any costs, charges and expenses incurred by The Rosenlund Group in connection with the entry into or enforcement of this Agreement. The Client is liable for all transactions involving the Client's credit account, including fraudulent use of that account by the Client or its employees.
- 11.2 If the Client enters into this Agreement as a trustee, this Agreement binds the Client personally and as trustee and the Client will make the assets of the trust available to meet payment of its account.
- 11.3 This Agreement is governed by the laws of Queensland and the parties hereby submit to the non-exclusive jurisdiction of the Brisbane Central Courts of Queensland.
- 11.4 Any of the Client's usual or standard terms of trade do not apply to this Agreement, any Job Order Confirmation or any Contract.
- 11.5 All The Rosenlund Group's intellectual property and details about Candidates are confidential. The Client must keep all such intellectual property and details confidential at all times.

12. PPSA

- 12.1 The Client consents to The Rosenlund Group affecting and maintaining a registration on the PPSA register in relation to any security interest contemplated or constituted by the Terms and agrees to sign any documents and provide any assistance and information to The Rosenlund Group required to facilitate the registration and maintenance of any security interest. The Client waives any right to receive notice of a verification statement in relation to any registration in respect to the equipment.
- 12.2 The Client agrees to;
- (a) do anything that is required by The Rosenlund Group so that The Rosenlund perfects and maintains one or more security interests under the PPSA in respect to the Equipment and its proceeds; to register a financing statement or financing change statement and to ensure that The Rosenlund Group security position, rights and obligations are not adversely affected by the PPSA
- (b) not register a financing change statement in respect of a security interest