

## CREDIT ACCOUNT APPLICATION

Please note: You are applying for a credit account with strictly [Choose an item.](#) payment terms.

Please return the completed Credit Application to [invoices@idec.com.au](mailto:invoices@idec.com.au).

CUSTOMER ACCOUNT DETAILS			
Trading name	<input type="text"/>		
Registered name	<input type="text"/>		
ABN	<input type="text"/>	ACN	<input type="text"/>
Primary business activity	<input type="text"/>		
Date business commenced	<input type="text"/>	Estimated monthly purchase	<input type="text"/>
Business address	<input type="text"/>		
Postal address	<input type="text"/>		
Phone	<input type="text"/>		
Email	<input type="text"/>		
Website	<input type="text"/>		

**CONTACT DETAILS**

<b>Primary contact</b>	<input type="text"/>		
<b>Phone</b>	<input type="text"/>		
<b>Email</b>	<input type="text"/>		
<b>Accounts contact</b>	<input type="text"/>		
<b>Accounts phone</b>	<input type="text"/>		
<b>Accounts email</b>	<input type="text"/>		
<b>Email for sending invoices</b> <small>(if different from above)</small>	<input type="text"/>		
<b>Postal address for invoices</b> <small>(if different from above)</small>	<input type="text"/>		

**BANK DETAILS**

<b>Bank name &amp; branch</b>	<input type="text"/>		
<b>Account name</b>	<input type="text"/>		
<b>BSB no.</b>	<input type="text"/>	<b>Account no.</b>	<input type="text"/>

Please attached a copy of bank statement or deposit slip



**DETAILS OF OWNERS, DIRECTORS OR PARTNERS**

1. Full name

Residential address

Date of birth  Licence no.

Phone

2. Full name

Residential address

Date of birth  Licence no.

Phone

3. Full name

Residential address

Date of birth  Licence no.

Phone

4. Full name

Residential address

Date of birth  Licence no.

Phone

Please more than (4) owners, directors or partners, please provide on a separate sheet of paper.

Has any Director / Owner previously been involved in a company which has been placed in liquidation or administration? Yes  No

Has any Director / Owner / Manager previously held an account with IDEC? (If yes, please provide details) Yes  No



TRADE REFERENCES	
1. Company	<input type="text"/>
Account contact	<input type="text"/>
Phone	<input type="text"/>
Email	<input type="text"/>
2. Company	<input type="text"/>
Account contact	<input type="text"/>
Phone	<input type="text"/>
Email	<input type="text"/>
3. Company	<input type="text"/>
Account contact	<input type="text"/>
Phone	<input type="text"/>
Email	<input type="text"/>
4. Company	<input type="text"/>
Account contact	<input type="text"/>
Phone	<input type="text"/>
Email	<input type="text"/>

**Declaration:**

*By signing this application, you are confirming:*

- You are authorised to accept the terms and conditions of this application,
- The information provided is true and accurate to the best of your knowledge.

**Signature of applicant:** \_\_\_\_\_

**Date** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

## DEED OF GUARANTEE & INDEMNITY

**TO:** idec Solutions Pty Ltd ABN 15 082 559 920

In consideration of idec Solutions Pty Ltd (herein "IDEC") extending or agreeing to extend credit or further credit to the person named as "the Applicant" on the credit application (referred to as "Customer") for supply of goods and/or services from time to time, I/we the undersigned (referred to as "Guarantor") HEREBY JOINTLY AND SEVERALLY, UNCONDITIONALLY AND IRREVOCABLY GUARANTEE the due and punctual payment by the Customer of all debts owing and agree with IDEC as follows:

### 1. Jurisdiction

- (a) The Guarantor acknowledge and agree that this guarantee and indemnity is governed by the laws of Queensland, and the laws of the Commonwealth of Australia which are in force in Queensland.
- (b) The parties to this guarantee and indemnity submit to the non-exclusive jurisdiction of the courts of Queensland and the relevant federal courts and court competent to hear appeals from those courts.

### 2. Guarantee and Indemnity

- (a) The Guarantor guarantees to IDEC the due payment by the Customer of all monies owing by the Customer to IDEC.
- (b) The Guarantor indemnifies IDEC against all losses, damages, costs and expenses which IDEC may suffer as a result, either directly or indirectly, of any failure by the Customer to pay any of money owing to IDEC.
- (c) Where two or more persons execute this Deed of Guarantee and Indemnity, the guarantees, covenants and obligations of this Deed of Guarantee and Indemnity given or undertaken by the Guarantors will be deemed to bind the Guarantors jointly and each of the Guarantors severally and IDEC will be entitled to seek payment in full from any one or more of the Guarantors without seeking payment from the other Guarantors.

### 3. Payment

On any default by the Customer to pay all monies owing to IDEC, the Guarantor shall forthwith on demand by IDEC pay such monies owing to IDEC without the necessarily of any prior demand having made on the Customer or any other steps being taken against the Customer or its assets to enforce payment.

### 4. Security / Charge

The Guarantor agrees to:

- (a) Charge in favour of IDEC all beneficial interests (freehold and leasehold) in real estate held now or in the future by it as security for payment of all and any monies payable by the Guarantor under this Guarantee;
- (b) Execute a mortgage or other instrument of security in a form requested by IDEC.

### 5. Liability Unaffected

The liability of the Guarantor under this Guarantee is not affected by:

- (a) The granting of time or any other indulgence to the Customer;
- (b) The release, waiver or variation of any of IDEC's rights against the Customer or any neglect or omission to enforce such rights;
- (c) Any other things which under the law relating to sureties would or might but for this provision release the Guarantor in whole or in part from the obligations under this Guarantee;

- (d) The release of any one or more Guarantor by IDEC;
- (e) Amendment of the Terms and Conditions;
- (f) The Customer:
  - i. Being an individual committing an act of bankruptcy or becoming an insolvent under administration;
  - ii. Being a body corporate becoming an externally administered body corporate or having an application for winding up filed against it;
- (g) The Customer's obligations for payment becoming illegal, void, voidable or unenforceable in whole or in part;
- (h) Payment by the Customer to IDEC to the extent that payment might be void or voidable for any reason (including under the *Bankruptcy Act 1966* or the *Corporations Act 2001*);
- (i) Failure to give notice of any matter to the Guarantor (including notice of default by the Customer);
- (j) The Guarantor ceasing to be an officer of the Customer;
- (k) The termination of any agreement between IDEC and the Customer;
- (l) The withdrawal of or any variation to credit provided by IDEC to the Customer, including without limitation any increase in credit limits.

## 6. Waiver of Rights

The Guarantor waives any rights as surety or indemnifier (legal, equitable, statutory or otherwise) which may at any time be inconsistent with any provisions of the Guarantee.

## 7. Continuing Obligation

The Guarantee is a continuing security and remains in force until all monies owing to IDEC have been fully paid.

## 8. Costs

The Guarantor must pay IDEC all costs and expenses incurred by IDEC in connection with the Guarantee, including legal costs (on a solicitor-client basis), stamp duty and costs incurred in the recovery of monies owing by the Customer to IDEC or in otherwise enforcing IDEC's rights against the Customer under the Terms and Conditions or the Guarantor under the Guarantee.

## 9. Severance

- (a) If a provision of the Guarantee, would but for this Clause be unenforceable, the provision must be read down to the extent to necessarily to avoid that result;
- (b) If the provision cannot be read down to that extent, it must be severed without altering the validity and enforceability of the remainder of this Guarantee.

## 10. Assignment

Without notice to the Guarantor or the Customer, IDEC may assign to any person:

- (a) The whole or any part of a debt comprised in the Secured Money; and/or
- (b) This Guarantee including the benefit of any indemnity in this Guarantee.

## 11. Final Discharge

Even when the Guarantor does not owe any money to IDEC, IDEC is not obliged to discharge the Guarantee if in IDEC's opinion:

- (a) Within a reasonable time the Guarantor may owe money to IDEC;
- (b) A payment made to IDEC might be void or voidable for any reason (including under the *Bankruptcy Act 1966* or the *Corporations Act 2001*).

## 12. Interpretation

The following rules of interpretation applies unless the context otherwise requires:

- (a) Words denoting the singular includes the plural and vice versa;
- (b) Words denoting gender includes each of the other genders;

- (c) Words denoting natural persons include corporations, unincorporated bodies and their permitted assigns and vice versa; and
- (d) References to any party to this Deed of Guarantee and Indemnity or any other agreement or instrument include the party's successors and permitted assigns.

**The Guarantor acknowledges that they have read and understood this Guarantee and have had the opportunity to obtain independent legal and/or financial advice prior to its execution.**

***Executed as a Deed***

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**Guarantor**

**Witness**

Signature \_\_\_\_\_

Full name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Full name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Full name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Full name \_\_\_\_\_

Address \_\_\_\_\_



## Terms and Conditions

### In this document:

- (a) **“Amount Payable”** means, at any time, all amounts payable by the Customer to at that time (whether or not those amounts have become due for payment under Clause 5 or any other provision of the Terms and Conditions) in connection with the Goods or a Contract (including, without limitation, any invoiced amount, interest, fees, costs or expenses).
- (b) **“Application”** means the application by the Customer to IDEC for commercial credit.
- (c) **“Contract”** means the contract formed between idec Solutions and the Customer by an order accepted by an order acknowledgement.
- (d) **“Customer”** means the customer specified in an application for commercial credit (or if there is no application, the person placing the Order, or on whose behalf the Order is placed, with IDEC).
- (e) **“Goods”** means any goods, products, services or materials to be supplied by IDEC at any time and from time to time including, without limitation, any goods specified in an Order Acknowledgement or invoice.
- (f) **“IDEC”** means IDEC Solutions Pty Ltd ABN 15 082 559 920 and its related bodies corporate (within the meaning of the *Corporations Act 2001*).
- (g) **“Order”** is defined in Clause 1(a).
- (h) **“Order Acknowledgement”** is defined in Clause 1(b).
- (i) Unless otherwise stated, an expression used or defined in the *Corporations Act 2001* has the same meaning in the Terms and Conditions.

### 1. Orders, Order Acknowledgement and Contract

- (a) An order or an offer to purchase can be made by the Customer in writing or verbally.
- (b) An Order is accepted when the customer receives from IDEC an acknowledgement or delivery, whichever first occurs.
- (c) When an Order is accepted by an Order Acknowledgement the contract will be wholly documented by (in descending order of precedence) any specific term(s) agreed in writing, the order

acknowledgement and these Terms and Conditions.

- (d) Previous dealings between IDEC and the Customer shall not have any effect on the Contract.
- (e) Trade custom and/or trade usage is superseded by the contract and shall not be applicable in the interpretation of the Contract.
- (f) The Contract constitutes the entire agreement between IDEC and the Customer with respect to the Goods supplied under that Order. All prior negotiations, proposals and correspondence are superseded by that Contract and these Terms and Conditions will prevail over the Customer's Terms and Conditions of purchase (if any).

### 2. Prices

- (a) Unless otherwise agreed in writing, the price charged for the goods shall be (i) exclusive of any transaction tax (“transaction tax” includes the goods and services tax as well as any identified or new transaction taxes that come into existence after the effective date of these Terms and Conditions), and (ii) as per the price ruling as determined by IDEC at the date of delivery.
- (b) Where a product margin is included on the invoice for Goods the Customer will pay that product margin in addition to any quoted price.
- (c) Where a transaction tax applies to any supply made under these Terms and Conditions, IDEC may recover from the Customer an additional amount on account of that transaction tax.
- (d) Notwithstanding any provision in the Contract, IDEC may increase the price of Goods after an Order Acknowledgement and prior to delivery of the Goods if the price increase results from an increase in the price of any inputs which comprise part of the Goods.

### 3. Delivery

idec will make all reasonable efforts to have the Goods delivered to the Customer or his designated agent as agreed between the parties (or if there is no specific agreement then at IDEC's reasonable discretion), but idec shall not be liable for (a) any failure to deliver or delay in

delivery for any reason; (b) any damage or loss due to unloading or packaging; or (c) damage to property caused upon entering premises to deliver the Goods. Any costs incurred by idec due to any failure by the Customer to accept the Goods at time of delivery will be reimbursed by the Customer to IDEC. Except as required by law, IDEC will be under no obligation to accept Goods returned for any reasons.

### 4. Grades of Material

- (a) Subject to Clause 4(b), idec will use its reasonable endeavours to supply Goods having the grade of material specified in the Order Acknowledgement will, unless otherwise agreed, be in accordance with applicable Australian Standards and/or as detailed in any current relevant price schedules, product handbooks or other product literature of IDEC.
- (b) Goods supplied which are not manufactured by idec (or to the extent that they are not manufactured by idec Solutions) are subject to the chemical composition, physical properties and product standards of the original manufacturer, and by such warranty as specified by the original manufacturer (if any), and IDEC does not unless specifically required by law give any warranty beyond such warranty.

### 5. Payment

- (a) For so long as IDEC has agreed to provide credit to the Customer under the Terms and Conditions and has not exercised its powers to withdraw, refuse or suspend credit under Clause 7 or 9 or otherwise, payment for the goods must be made in full (without set off) and received by IDEC within fourteen (14) days **Choose an item.** of delivery unless otherwise identified by IDEC on any Contract, statement of account or invoice.
- (b) Payment is only received by idec when it receives cash or when the proceeds of other methods of payment are credited and cleared to IDEC'S nominated bank account. IDEC may set off any amount due and payable by IDEC to the Customer against



any Amount Payable by the Customer to IDEC.

**6. Title and Related Matters**

- (a) The legal and equitable title to the Goods will only be transferred from idec to the Customer when the Customer has met and paid all that is owed to IDEC on any account whatsoever.
- (b) The Customer acknowledges that until the Customer has met and paid all that is owed to idec on any account whatsoever, the Customer holds the Goods as bailee for IDEC and that a fiduciary relationship exists between the Customer and idec Solutions.
- (c) Until IDEC receives full payment of all monies due to it from the Customer, the Customer shall keep the Goods separate and in good condition as a fiduciary of IDEC, clearly showing IDEC's ownership of the Goods and, shall keep books recording IDEC's ownership of the Goods and the Customer's sale of or otherwise of them in accordance with Clause 6(e) and 6(f). The Customer, if required, shall deliver the Goods up to IDEC.
- (d) If the Customer defaults, in addition to Clause 7(b), idec may take possession of the Goods wherever the goods are located and the Customer agrees that representatives of IDEC may enter upon the Customer's premises for that purpose.
- (e) Despite Clause 6(a), the Customer may sell as fiduciary agent for idec the Goods to a third party in the normal course of the Customer's business provided that where the Customer is paid by that third party, the Customer holds the proceeds of sale to the extent of the amount owing by the Customer to IDEC at the time of receipt of such proceeds on trust for idec Solutions. The customer must keep those proceeds separate on trust for IDEC and not mix those proceeds with any other monies.
- (f) If the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as related to the Goods on trust for IDEC. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to IDEC at the time of the receipt of such proceeds separate on

trust for idec Solutions and not mix those proceeds with any other monies.

Notwithstanding the above, the Customer is required to pay IDEC for Goods already delivered and for Goods manufactured or ordered to specification and not yet delivered.

**7. Default**

- (a) The Customer will be in default if:
  - i. The Customer breaches the Terms and Conditions;
  - ii. Payment of the Goods has not been received by IDEC by the due date of payment;
  - iii. The Customer being an individual commits an act of bankruptcy or becomes an insolvent under administration;
  - iv. The Customer being a body corporate becomes an externally administered body corporate or has an application for winding up filed against it;
  - v. IDEC forms the opinion that the Customer's credit worthiness or credit standing alters from that indicated in its application.
- (b) If the Customer defaults, IDEC may:
  - i. Treat the whole of the contract and any other contract with the Customer as repudiated and sue for breach of contract; and/or
  - ii. Refuse to supply any Goods to the Customer; and/or
  - iii. Claim the return of any Goods in the Customer's possession where title has not passed to the Customer; and/or
  - iv. Without notice to the Customer, withdraw or vary any credit IDEC has provided to the Customer; and/or
  - v. Without notice to the Customer, make all monies owing by the Customer to IDEC on any account immediately due and payable.

**8. Risk**

Risk in the goods passes to the Customer upon delivery (including all risks associated with unloading) or upon title in the goods passing to the Customer, whichever is earlier.

**9. Credit**

- (a) IDEC may grant the Customer upon the Terms and Conditions on the basis of the credit application and such other documents and information as may be required by IDEC.
- (b) Until IDEC grants the Customer credit by notice in writing, IDEC will only supply

Goods to the Customer on the basis of cash in advance.

- (c) The granting of credit does not oblige IDEC to extend any particular amount of credit to the Customer.
- (d) The Customer must notify IDEC in writing if there is any material change in the Customer's financial position.

**10. Intellectual Property**

- (a) The Customer warrants to IDEC that all documents provided by the Customer are accurate and that IDEC is entitled to use such documents for the purpose of the Contract and that such use does not infringe any third party's intellectual property rights.
- (b) The Customer indemnifies IDEC against all claims and all losses and damages incurred by idec as a result of documents provided by the Customer to IDEC for the purposes of or in the course of the supply of the Goods breaching a third party's intellectual property rights.
- (c) If the Customer receives any confidential information from IDEC, the customer may not use or disclose such information unless it receives the prior written consent of IDEC, such information enters the public domain (other than as a result of a breach of this paragraph) or the use or disclosure is required by law.
- (d) The Customer may not use any trade mark or other intellectual property of IDEC, unless it received the prior written consent of IDEC (which consent may be given, withheld or withdrawn, or given subject to conditions, at IDEC's discretion).

**11. Force Majeure**

IDEC is not liable for failure to perform the Contract to the extent and for so long as its performance is prevented or delayed because of:

- (a) Circumstances outside IDEC's control;
- (b) Failure of IDEC's machinery; or
- (c) Failure of a supplier to IDEC, provided that IDEC gives notice to the Customer of the delay and uses reasonable efforts to remedy the cause of the delay quickly.

**12. Representations and Fitness for Purpose**

- (a) Except as expressly provided to the contrary in the Contract, all representations, warranties, Terms and Conditions in relation to the Goods (whether implied or otherwise) are hereby excluded to the

- maximum extent permitted by law.
- (b) The Customer agrees that if it is aware (or should be aware) that the Goods, the subject of an Order, are for a particular purpose (including, but not limited to use as a component part of another product) or are required to possess special or uniform characteristics, the Customer will clearly specify that purpose or those characteristics in any such Order.
- (c) The Customer agrees that, unless expressly agreed by IDEC in writing, it has made its own enquiries in relation to the suitability of the Goods and does not rely on representation by IDEC in relation to their suitability for a particular purpose or any steps which may need to be taken in relation to their use.

### 13. Limitation of Liability

- (a) Subject to Clause 12(a), IDEC's liability to the Customer (and any party claiming through the Customer against IDEC) for any claim for loss or damages (including legal expenses) made in connection with the Contract (including the supply of Goods described in the Contract) whether in contract, under any warranty or indemnity, in tort (including negligence), under statute, in equity or otherwise shall be as follows:
- i. If idec is in breach of a Contract, IDEC's liability is strictly limited to: (A) for Goods, products or materials, the cost of replacement of the defective Goods as reasonably practicable, or the repair of the defective Goods or the repayment (or allowance) of the invoice price of the defective Goods at the option of IDEC; (B) for services, to the provision of the services again or payment of the cost of having the relevant services provided again at the option of IDEC.
- ii. IDEC's liability for breach of a contract does not extend beyond the defective Goods to any other Goods that are part of an order otherwise.
- iii. Where loss or damage is not covered by Clause 13(a)(i), IDEC is not liable to the Customer under statute, in equity or in tort (including negligence or otherwise) for any loss or damage to person or property arising from or caused in any way by the goods.

- iv. IDEC shall not be liable for any indirect special or consequential loss or damage of any nature whatsoever resulting from or caused in any way by the Goods.
- v. "Indirect special or consequential loss or damage" includes: (A) any loss of income, profit or business; (B) any loss of goodwill or reputation; (C) any loss of value of intellectual property.
- (b) Any claim by the Customer in respect of defective Goods and/or damaged Goods must be made in writing within 14 days of the delivery of the Goods.
- (c) IDEC's obligations in the event of Clause 13(a) applying do not include:
- i. The cost of removal of defective Goods whether installed or otherwise.
- ii. The cost of installation or replacement for defective Goods.
- iii. Defects in Goods caused by improper installation or maintenance of Goods or related components or normal wear and tear and damage.

### 14. Waiver

IDEC waives a right under the Contract only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

### 15. Severance

If a provision of the Contract would, but for this Clause, be unenforceable:

- (a) The provision must be read down to the extent necessary to avoid that result.
- (b) If the provision cannot be read down to that extent, it must be severed without altering the validity and enforceability of the remainder of the contract.

### 16. Variation

- (a) IDEC may at any time vary the Terms and Conditions without notice to the Customer.
- (b) The Customer agrees to regularly check IDEC's website ([www.idec.com.au](http://www.idec.com.au)) for any changes to the Terms and Conditions.

### 17. Costs

The Customer must pay IDEC all costs and expenses incurred by idec in connection with the Contract including legal expenses (on a solicitor-client basis), stamp duty (including fines and penalties) and costs incurred or payable by IDEC in the recovery of monies owing by

the Customer to idec or in otherwise enforcing IDEC's rights against the Customer under the contract.

### 18. Security Interest and Charge

- (a) The Customer grants IDEC a security interest in the Goods to secure payment of the Amount Payable.
- (b) The security interest extends to and continues in all proceeds, accessions and proceed Goods and is a purchase money security interest to the extent to which it secures payment of that part of the Amount Payable which comprises the aggregate unpaid purchase price of Goods.
- (c) The Customer must not do or permit anything to be done that may result in the purchase money security interest granted to IDEC ranking in priority behind any other security interest.
- (d) The Customer agrees that if required by IDEC, the Customer will:
- i. Charge in favour of IDEC all interests (freehold and leasehold) in real estate held now or in the future by it as security for the Customer's obligations including payment of all and any monies payable by the Customer to IDEC.
- ii. Execute a mortgage or other instrument of security in a form requested by IDEC.

### 19. Taxes and duty

- (a) The Customer must pay GST on any taxable supply made by IDEC to the Customer under this Contract. The payment of GST is in addition to any other consideration payable by the Customer for a taxable supply.
- (b) If as a result of:
- i. Any legislation becoming applicable to the subject matter of this Contract; or
- ii. Any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration;
- IDEC becomes liable to pay any tax, duty, excise or levy in respect of the amounts from the Customer, then the Customer must pay to IDEC these additional amounts on demand.

### 20. Interest rates

The interest rate on any overdue amount is a fixed rate of 15% per annum. Such interest will be payable on demand by IDEC and for so long as it remains unpaid will compound on a monthly basis.

## 21. Applicable Law

This document is governed by the laws of the Queensland, and the courts of Queensland have non-exclusive jurisdiction in connection with this document. The sale of Goods (*Vienna Convention Act 1986 (NSW)*) (and any similar legislation relating to the Vienna Convention in other States or Territories) does not apply to the Contract.

## 22. Assignment

- (a) IDEC may assign or novate its rights and obligations under a Contract (in whole or in part) to any person without the consent or notice of the Customer. The Customer must execute such documents as IDEC may require to effect any such assignment or novation.
- (b) The Customer may not assign or otherwise transfer its rights under a Contract without prior notice to and consent from IDEC. The Customer must promptly notify IDEC in writing of any change to its registered address or other contact details.

## 23. Measures

- (a) Any and all statements made by idec as to weight, length, quantity or other characteristics of goods are approximate and IDEC may supply Goods on an actual or calculated basis.
- (b) A calculated basis will be in accordance with the applicable Australian Standards.
- (c) IDEC's statements as to weight, length, quantity or other characteristics are final and idec is not liable for any errors in such statement unless the Customer gives IDEC:
  - i. Written notice of any error within 14 days of delivery.
  - ii. Reasonable opportunity to examine and re-test the Goods before they are used or dealt with.

## 24. Shortages

- (a) The Customer will inspect and check all Goods received as soon as practicable upon unloading. No claim by the

Customer for shortages of Goods may be made unless such claim is notified to IDEC within 48 hours of such inspection.

- (b) IDEC will endeavour to rectify any shortages as soon as practicable after receiving notice but will not suffer any liability from or in respect of such rectification.

## 25. Privacy

- (a) Where the Customer provides IDEC with personal information (in accordance with *Australian Privacy Principles*) about any individual (including the Customer where applicable), the Customer must have that individual's consent to provide that information to IDEC having regard to and for the purposes set out in this Clause and in IDEC's Privacy Policy. This policy is available on request and contains more information about IDEC's handling of personal information, types of information collected, accessing and correcting personal information and privacy complaints.
- (b) IDEC may collect, use and disclose that personal information for purposes relating to a Contract and to the Customer's credit application and account. This includes assessing the Customer's application, monitoring the value or and enforcing the security interests created by a Contract, reviewing credit arrangements on a periodic basis or in connection with changes (e.g.: credit limit) as though assessing a new application, order fulfilment and delivery, market research, planning, business development, debt collection and customer relationship management. IDEC may also conduct lawful and relevant credit and reference checks (including consumer credit checks on the Customer where the Customer is an individual), and deal with personal information in connection with any acquisition or potential acquisition of any part of IDEC business. Without the personal information south, IDEC may not be able to do these things, including fulfilling orders and process credit applications.
- (c) IDEC may provide marketing communications to the Customer by email and other means on an ongoing basis, unless the Customer opts out by contacting IDEC or legal restrictions apply.
- (d) IDEC may exchange personal information with the Customer's representatives and the IDEC's service providers. IDEC may also exchange that information with other credit providers for purposes including to:
  - i. Assess a credit or guarantor application;
  - ii. Determine credit/default status; and
  - iii. Assess or comment on credit worthiness.
- (e) Some of these third party providers may be located in countries outside Australia and will often be subject to privacy and confidentiality obligations, the Customer acknowledges and agrees for itself and as agents for each of its officers, employees, agents, contractors, guarantors and representatives that:
  - i. Privacy obligations overseas may not always apply or may differ from Australian privacy laws;
  - ii. IDEC may not be accountable for the third party under the Privacy Principles or for the overseas recipient's storage, use or disclosure of the information;
  - iii. Individuals may not be able to seek redress under the Privacy Principles for that disclosure or for the acts or omissions of the overseas recipient of the information; and
  - iv. The third party may be subject to foreign laws which might compel further disclosures of personal information (e.g.: to government authorities).