

K & S Sheetmetal – Terms & Conditions of Trade

1.	Definitions	<p>1.1 "K&S Sheetmetal" means K & S Sheetmetal Enterprises Pty Ltd ATF The Honour Family Trust/ATF K & S Sheetmetal, its successors and assigns or any person acting on behalf of and with the authority of K & S Sheetmetal Enterprises Pty Ltd ATF The Honour Family Trust/ATF K & S Sheetmetal.</p> <p>1.2 "Customer" means the person's buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.</p> <p>1.3 "Goods" means all Goods or Services supplied by K&S Sheetmetal to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).</p> <p>1.4 "Price" means the Price payable for the Goods as agreed between K&S Sheetmetal and the Customer in accordance with clause 5 below.</p>	<p>1.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by K&S Sheetmetal as a direct result of the cancellation (including, but not limited to, any loss of profits and/or an administration fee, etc.).</p> <p>1.3 Cancellation of orders for Goods made to the Customer's specifications or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.</p>
2.	Acceptance	<p>2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.</p> <p>2.2 These terms and conditions may only be amended with K&S Sheetmetal's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and K&S Sheetmetal.</p>	<p>1.4 The Customer agrees for K&S Sheetmetal to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by K&S Sheetmetal.</p> <p>1.5 The Customer agrees that K&S Sheetmetal may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Customer; and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.</p> <p>1.6 The Customer consents to K&S Sheetmetal being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>1.7 The Customer agrees that personal credit information provided may be used and retained by K&S Sheetmetal for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of goods; and/or</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Goods.</p>
3.	Electronic Transactions (Queensland) Act 2001	<p>3.1 Electronic signatures shall be deemed to be accepted by either 8.1 party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p>	<p>1.8 The Customer agrees that K&S Sheetmetal may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Customer; and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.</p> <p>1.9 The Customer consents to K&S Sheetmetal being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>1.10 The Customer agrees that personal credit information provided may be used and retained by K&S Sheetmetal for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of goods; and/or</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Goods.</p>
4.	Change in Control	<p>4.1 The Customer shall give K&S Sheetmetal not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, 9.1 address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by K&S Sheetmetal as a result of the Customer's failure to comply with this clause.</p>	<p>1.11 The Customer agrees that K&S Sheetmetal may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Customer; and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.</p> <p>1.12 The Customer consents to K&S Sheetmetal being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>1.13 The Customer agrees that personal credit information provided may be used and retained by K&S Sheetmetal for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of goods; and/or</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Goods.</p>
5.	Price and Payment	<p>5.1 At K&S Sheetmetal's sole discretion the Price shall be either:</p> <p>(a) as indicated on any invoice provided by K&S Sheetmetal to the Customer; or</p> <p>(b) K&S Sheetmetal's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</p> <p>5.2 K&S Sheetmetal reserves the right to change the Price if a variation to K&S Sheetmetal's quotation is requested. Any variation from the plan of scheduled Services or specifications (including but not limited to, any variation as a result of additional Services required due to unforeseen circumstances such as availability of raw materials, change of design or scope, fluctuations in metal prices, state of item to be modified, degree of complexity of the work, obscured defects found on closer inspection, or as a result of any increase to K&S Sheetmetal in the cost of materials and labour) will be charged for on the Customer's Sheetmetal's quotation and will be shown as variations on the invoice.</p> <p>5.3 At K&S Sheetmetal's sole discretion a non-refundable deposit may be required.</p> <p>5.4 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by K&S Sheetmetal, which may be:</p> <p>(a) on completion of the Services;</p> <p>(b) before delivery of the Goods;</p> <p>(c) the date specified on any invoice or other form as being the date of payment; or</p> <p>(d) failing any notice to the contrary, the date which is either seven (7) days or thirty (30) following the date of any invoice given to the Customer by K&S Sheetmetal.</p> <p>5.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card excluding Amex and Diners (subject to a surcharge up to three and a half percent (3.5%) of the Price), or by any other method as agreed between the Customer and K&S Sheetmetal.</p> <p>5.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to K&S Sheetmetal an amount equal to any GST K&S Sheetmetal must pay for any supply by K&S Sheetmetal under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p>	<p>1.14 The Customer agrees that K&S Sheetmetal may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Customer; and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.</p> <p>1.15 The Customer consents to K&S Sheetmetal being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>1.16 The Customer agrees that personal credit information provided may be used and retained by K&S Sheetmetal for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of goods; and/or</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Goods.</p>
6.	Delivery of Goods	<p>6.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:</p> <p>(a) the Customer or the Customer's nominated carrier takes possession of the Goods at K&S Sheetmetal's address; or</p> <p>(b) K&S Sheetmetal (or K&S Sheetmetal's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.</p> <p>6.2 At K&S Sheetmetal's sole discretion the cost of delivery is included in the Price.</p> <p>6.3 The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then K&S Sheetmetal shall be entitled to charge a reasonable fee for redelivery and/or storage.</p> <p>6.4 Any time or date given by K&S Sheetmetal to the Customer is an estimate only. The Customer must still accept delivery of the Goods even if late and K&S Sheetmetal will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.</p>	<p>1.17 The Customer agrees that K&S Sheetmetal may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Customer; and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.</p> <p>1.18 The Customer consents to K&S Sheetmetal being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>1.19 The Customer agrees that personal credit information provided may be used and retained by K&S Sheetmetal for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of goods; and/or</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Goods.</p>
7.	Risk	<p>7.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.</p> <p>7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, K&S Sheetmetal is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by K&S Sheetmetal is sufficient evidence of K&S Sheetmetal's rights to receive the insurance proceeds without the need for any person dealing with K&S Sheetmetal to make further enquiries.</p> <p>7.3 If the Customer requests K&S Sheetmetal to leave Goods outside K&S Sheetmetal's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.</p> <p>7.4 K&S Sheetmetal shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, K&S Sheetmetal accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.</p> <p>7.5 Where the Customer is to supply K&S Sheetmetal with any design specifications (including, but not limited to CAD drawings) the Customer shall be responsible for providing accurate data. K&S Sheetmetal shall not be liable whatsoever for any errors in the Goods that are caused by incorrect or inaccurate data being supplied by the Customer.</p> <p>7.6 The Customer warrants that any structures, equipment, machinery or vehicle to which the Goods are to be affixed are able to withstand the installation of the Goods and are of suitable capacity to handle the Goods once installed.</p> <p>7.7 Unless otherwise stated, sandblasting shall only apply to the area to be cleaned in preparation of the Services being performed.</p> <p>7.8 The Customer acknowledges that Goods supplied may exhibit variations in shade tone, colour, texture, surface and finish, and may fade or change colour over time. K&S Sheetmetal will make every effort to match batches of product supplied in order to</p>	<p>1.20 The Customer agrees that K&S Sheetmetal may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Customer; and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.</p> <p>1.21 The Customer consents to K&S Sheetmetal being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>1.22 The Customer agrees that personal credit information provided may be used and retained by K&S Sheetmetal for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of goods; and/or</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Goods.</p>
8.	Warranties	<p>8.1 The Customer acknowledges that where an anodised surface finish has been selected, slight colour variation may occur between the main unit frame and any installation trims used due to the difference in aluminium or other alloys available and manufacturing standards and tolerances shall not be deemed to be a defect in the Goods.</p> <p>8.2 The Customer acknowledges and agrees that where K&S Sheetmetal has performed temporary repairs or welding of joints or metal tears, that:</p> <p>(a) K&S Sheetmetal offers no guarantee against the recurrence of the initial fault, or any further damage caused; and</p> <p>(b) K&S Sheetmetal will immediately advise the Customer of the fault and shall provide the Customer with an estimate for the full repair; and</p> <p>(c) K&S Sheetmetal shall not be held liable for any losses or damages resulting from the welding being misused.</p> <p>8.3 The Customer acknowledges that water tanks construction, fabrication or modified are suitable for water only and K&S Sheetmetal shall reserve the right to dismiss any warranty claim where other liquids have been stored or used in the tank.</p> <p>8.4 The Customer acknowledges that Goods supplied may:</p> <p>(a) fade or change colour over time; and</p> <p>(b) expand, contract or distort as a result of exposure to heat, cold, weather; and</p> <p>(c) mark or stain if exposed to certain substances; and</p> <p>(d) be damaged or disfigured by impact or scratching.</p>	<p>1.23 The Customer agrees that K&S Sheetmetal may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Customer; and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.</p> <p>1.24 The Customer consents to K&S Sheetmetal being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>1.25 The Customer agrees that personal credit information provided may be used and retained by K&S Sheetmetal for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of goods; and/or</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Goods.</p>
9.	Specifications	<p>9.1 The Customer acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in K&S Sheetmetal's or supplier's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by K&S Sheetmetal.</p>	<p>1.26 The Customer agrees that K&S Sheetmetal may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Customer; and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.</p> <p>1.27 The Customer consents to K&S Sheetmetal being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>1.28 The Customer agrees that personal credit information provided may be used and retained by K&S Sheetmetal for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of goods; and/or</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Goods.</p>
10.	Title	<p>10.1 K&S Sheetmetal and the Customer agree that ownership of the Goods shall not pass until:</p> <p>(a) the Customer has paid K&S Sheetmetal all amounts owing to K&S Sheetmetal; and</p> <p>(b) the Customer has met all of its other obligations to K&S Sheetmetal.</p> <p>10.2 Receipt by K&S Sheetmetal of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.</p> <p>10.3 It is further agreed that:</p> <p>(a) until ownership of the Goods passes to the Customer in accordance with clause 9.1 that the Customer is only a bailee of the Goods and must return the Goods to K&S Sheetmetal on request;</p> <p>(b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for K&S Sheetmetal and must pay to K&S Sheetmetal the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;</p> <p>(c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and at market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for K&S Sheetmetal and must pay or deliver the proceeds to K&S Sheetmetal on demand;</p> <p>(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of K&S Sheetmetal and must sell, dispose of or return the resulting product to K&S Sheetmetal as it so directs;</p> <p>(e) the Customer irrevocably authorises K&S Sheetmetal to enter any premises where K&S Sheetmetal believes the Goods are kept and recover possession of the Goods;</p> <p>(f) K&S Sheetmetal may recover possession of any Goods in transit whether or not delivery has occurred;</p> <p>(g) the Customer shall not charge or grant an encumbrance over the Goods or grant any other interest in the Goods to any third party while they remain the property of K&S Sheetmetal;</p> <p>(h) K&S Sheetmetal may otherwise proceed to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.</p>	<p>1.29 The Customer agrees that K&S Sheetmetal may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Customer; and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.</p> <p>1.30 The Customer consents to K&S Sheetmetal being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>1.31 The Customer agrees that personal credit information provided may be used and retained by K&S Sheetmetal for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of goods; and/or</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Goods.</p>
11.	Personal Property Securities Act 2009 ("PPSA")	<p>11.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.</p> <p>11.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Customer to K&S Sheetmetal for Services – that have previously been supplied and that will be supplied in the future by K&S Sheetmetal to the Customer.</p> <p>11.3 The Customer undertakes to:</p> <p>(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which K&S Sheetmetal may reasonably require to;</p> <p>(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;</p> <p>(ii) register any other document required to be registered by the PPSA; or</p> <p>(iii) correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(ii);</p> <p>(b) indemnify, and upon demand reimburse, K&S Sheetmetal for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereunder;</p> <p>(c) not register a financing change statement in respect of a security interest without the prior written consent of K&S Sheetmetal;</p> <p>(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of K&S Sheetmetal;</p> <p>(e) immediately advise K&S Sheetmetal of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.</p> <p>11.4 K&S Sheetmetal and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.</p> <p>11.5 The Customer waives their rights to receive notices under sections 95, 116, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.</p> <p>11.6 Unless otherwise agreed to in writing by K&S Sheetmetal, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.</p> <p>11.7 The Customer must unconditionally ratify any actions taken by K&S Sheetmetal under clauses 10.3 to 10.5.</p> <p>11.8 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.</p>	<p>1.32 The Customer agrees that K&S Sheetmetal may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Customer; and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.</p> <p>1.33 The Customer consents to K&S Sheetmetal being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>1.34 The Customer agrees that personal credit information provided may be used and retained by K&S Sheetmetal for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of goods; and/or</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Goods.</p>
12.	Security and Charge	<p>12.1 In consideration of K&S Sheetmetal agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).</p> <p>12.2 The Customer indemnifies K&S Sheetmetal from and against all K&S Sheetmetal's costs and disbursements including legal costs on</p>	<p>1.35 The Customer agrees that K&S Sheetmetal may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Customer; and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.</p> <p>1.36 The Customer consents to K&S Sheetmetal being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>1.37 The Customer agrees that personal credit information provided may be used and retained by K&S Sheetmetal for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of goods; and/or</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Goods.</p>
13.	Intellectual Property	<p>13.1 The Customer warrants that all designs, specifications or instructions given to K&S Sheetmetal will not cause K&S Sheetmetal to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify K&S Sheetmetal against any action taken by a third party against K&S Sheetmetal in respect of any such infringement.</p> <p>13.2 The Customer agrees that K&S Sheetmetal may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which K&S Sheetmetal has created for the Customer.</p>	<p>1.38 The Customer agrees that K&S Sheetmetal may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Customer; and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.</p> <p>1.39 The Customer consents to K&S Sheetmetal being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>1.40 The Customer agrees that personal credit information provided may be used and retained by K&S Sheetmetal for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of goods; and/or</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Goods.</p>
14.	Default and Consequences of Default	<p>14.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at K&S Sheetmetal's sole discretion interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>14.2 If the Customer owes K&S Sheetmetal any money the Customer shall indemnify K&S Sheetmetal from and against all costs and disbursements incurred by K&S Sheetmetal in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, K&S Sheetmetal's contract default fee, and bank disbursement fees).</p> <p>14.3 Further to any other rights or remedies K&S Sheetmetal may have under this contract, the Customer has made payment to K&S Sheetmetal, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by K&S Sheetmetal under this clause 14 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this agreement.</p> <p>14.4 Without prejudice to any other remedies K&S Sheetmetal may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions K&S Sheetmetal may suspend or terminate the supply of Goods to the Customer. K&S Sheetmetal will not be liable to the Customer for any loss or damage the Customer suffers because K&S Sheetmetal has exercised its rights under this clause.</p> <p>14.5 Without prejudice to K&S Sheetmetal's other remedies at law K&S Sheetmetal shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to K&S Sheetmetal shall, whether or not due for payment, become immediately payable if:</p> <p>(a) any money payable to K&S Sheetmetal becomes overdue, or in K&S Sheetmetal's opinion the Customer will be unable to make a payment when it falls due;</p> <p>(b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with its creditors or makes an assignment for the benefit of its creditors; or</p> <p>(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.</p>	<p>1.41 The Customer agrees that K&S Sheetmetal may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Customer; and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.</p> <p>1.42 The Customer consents to K&S Sheetmetal being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>1.43 The Customer agrees that personal credit information provided may be used and retained by K&S Sheetmetal for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of goods; and/or</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Goods.</p>
15.	Cancellation	<p>15.1 K&S Sheetmetal may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice K&S Sheetmetal shall repay to the Customer any money paid by the Customer for the Goods. K&S Sheetmetal shall not be liable for any loss or damage whatsoever arising from such cancellation.</p>	<p>1.44 The Customer agrees that K&S Sheetmetal may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Customer; and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.</p> <p>1.45 The Customer consents to K&S Sheetmetal being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>1.46 The Customer agrees that personal credit information provided may be used and retained by K&S Sheetmetal for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of goods; and/or</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Goods.</p>