

TERMS & CONDITIONS OF TRADE (Commercial ONLY)

1. Definitions

- 1.1 "Customer" means the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorisation or other form as provided by Force Electrical to the Customer.
- 1.2 "Force Electrical" means Force Electrical Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Force Electrical Pty Ltd.
- 1.3 "Guarantor" means the person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.
- 1.4 "Goods" means goods supplied by Force Electrical to the Customer (and where the context so permits shall include any supply of Services) as described on the invoices, quotation, work authorisation or any other forms as provided by Force Electrical to the Customer.
- 1.5 "PPSA" means the Personal Property Securities Act 2009 (Cth).
- 1.6 "PPSR" means the Personal Property Securities Register.
- 1.7 "Price" means the price payable for the Goods or Services as agreed between Force Electrical and the Customer in accordance with clause 3 of these terms and conditions.
- 1.8 "Services" means all Services supplied by Force Electrical to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods).
- 1.9 "Underground services" means all services and utilities located underground including, but not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telecommunication cables (including those owned by Telstra), fibre optic cables, and oil pumping mains.

2. Acceptance

- 2.1 Any instructions received by Force Electrical from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by Force Electrical will constitute acceptance of these terms and conditions.
- 2.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 2.3 On acceptance, these terms and conditions are binding on the parties and can only be amended in writing.
- 2.4 The Customer must give Force Electrical not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice). The Customer shall be liable for any loss incurred by Force Electrical as a result of the Customer's failure to comply with this clause.
- 2.5 Goods are supplied by Force Electrical only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Customer's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.

- 2.6 The Customer acknowledges that Force Electrical reserves the right to charge for additional works or time involved in finding fault works as per clause 3.2, irrespective of whether the Customer decides to proceed with Force Electrical's recommendations.

3. Price & Payment

- 3.1 At Force Electrical's sole discretion the Price will be either:
- As indicated on invoices provided by Force Electrical to the Customer in respect of Goods or Services supplied; or
 - Force Electrical's quoted Price (subject to clause 3.2) which shall be binding upon Force Electrical provided that the Customer accepts Force Electrical's quotation in writing within thirty (30) days.
- 3.2 Force Electrical reserves the right to change the Price in the event of a variation to Force Electrical's quotation. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation as a result of additional works required and/or faults discovered due to hidden or unidentifiable difficulties beyond the reasonable control of Force Electrical including, but not limited to, hard rock barriers below the surface or iron reinforcing rods in concrete) will be detailed in writing and charged for on the basis of Force Electrical's standard hourly rate and will be shown as variations on the invoice. Payment for all variations must be made in full at the time of completion of the variations.
- 3.3 At Force Electrical's sole discretion, Force Electrical may require the Customer to provide a deposit in respect of Goods and/or Services to be provided in accordance with Force Electrical's quotation.
- 3.4 Force Electrical may submit to the Customer a detailed invoice once a month for work performed up to the end of each month. The value of the work performed may include the reasonable value of authorised variations, whether or not the value of such variations has been finally agreed to between the parties, and the value of materials (including Goods) delivered to the site but not yet installed.
- 3.5 At Force Electrical's sole discretion:
- Payment may be due before delivery of the Goods; or
 - Payment for approved Customers may be made by installments in accordance with Force Electrical's payment schedule; or
 - Payment for approved Customer's may be due thirty (30) days following the date of the invoice.
- 3.6 Time for payment for the invoices and for goods is of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- 3.7 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Customer and Force Electrical.

4. Goods and services tax

- 4.1 Unless GST is expressly included, the Price for any supply made under or in connection with these terms and conditions does not include GST in which case, the Price is increased by the GST payable and must be paid in accordance with the terms of the invoice.

5. Delivery Of Goods

- 5.1 At Force Electrical's sole discretion delivery of the Goods shall take place when:

- a) The Customer takes possession of the Goods at Force Electrical's address; or
- b) The Customer takes possession of the Goods at the Customer's nominated address (in the event that the Goods are delivered by Force Electrical or Force Electrical's nominated carrier); or
- c) The Customer's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Customer's agent.

5.2 At Force Electrical's sole discretion the costs of delivery are:

- a) Included in the Price; or
- b) In addition to the Price; or
- c) For the Customer's account.

5.3 The Customer shall make all arrangements necessary to take delivery 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 Force Electrical shall be entitled to charge a reasonable fee for redelivery.

5.4 Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of these terms and conditions.

5.5 Force Electrical may deliver the Goods by separate installments. Each separate installment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

5.6 The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that:

- a) Such discrepancy in quantity shall not exceed five percent (5%); and
- b) The Price shall be adjusted pro rata to the discrepancy.

5.7 The failure of Force Electrical to deliver shall not entitle either party to treat this contract as repudiated.

5.8 Force Electrical shall not be liable for any loss or damage whatever due to failure by Force Electrical to deliver the Goods (or any of them) promptly or at all, where such failure is due to circumstances beyond the control of Force Electrical.

6. Risk

6.1 Goods supplied are at the Customer's risk immediately on delivery to the Customer under clause 5, regardless of Force Electrical retaining ownership of the Goods.

6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, Force Electrical is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Force Electrical is sufficient evidence of Force Electrical's rights to receive the insurance proceeds without the need for any person dealing with Force Electrical to make further enquiries.

7. Location of Underground services

7.1 Prior to Force Electrical commencing any work the Customer must advise Force Electrical of the precise location of all Underground services on the site and clearly demarcate same.

7.2 Force Electrical will take all reasonable care to avoid damage to all Underground services. The Customer indemnifies Force Electrical for and against any and all loss (whether direct or indirect), liability claims, damage,

costs and fines arising as a result of damage to Underground services, the location of which was not made known to Force Electrical as required by per clause 7.1.

8. Retention of Title

- 8.1 Force Electrical and Customer agree that ownership of the Goods shall not pass until:
- a) The Customer has paid Force Electrical all amounts owing for the Goods; and
 - b) The Customer has met all other obligations owed by the Customer to Force Electrical in respect of all contracts between Force Electrical and the Customer.
- 8.2 The Customer in the meantime takes custody of the Goods and retains them as Force Electrical's fiduciary agent and bailee.
- 8.3 It is further agreed that:
- a) This retention of title clause constitutes a Security Interest and a Purchase Money Security Interest pursuant to the PPSA, and that the security interest applies in respect of the Goods and also the proceeds from the sale of the Goods pursuant to other clauses of these terms and conditions;
 - b) Until the Goods have been paid for in full by the Customer:
 - (i) Force Electrical will have the right of stopping the Goods in transit whether or not delivery has been made;
 - (ii) the Customer must properly store, protect and insure the Goods, including storing them in a manner that shows clearly that they are the property of Force Electrical;
 - (iii) Force Electrical may give notice in writing to the Customer to return the Goods or any of them to Force Electrical. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods will cease;
 - (iv) if the Customer fails to return the Goods to Force Electrical on Force Electrical making demand under clause 7.3(iii) then Force Electrical or Force Electrical's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods;
 - (v) the Customer may sell the Goods, in the ordinary course of its business, but only as a fiduciary agent of Force Electrical. The Customer has no authority to bind Force Electrical to any liability by contract or otherwise and must not purport to do so. The Customer receives all proceeds, whether tangible or intangible, direct or indirect, of any dealing with the goods (including any proceeds from insurance claims) in trust for Force Electrical and must keep the proceeds in a separate bank account until the liability to Force Electrical is discharged; and
 - (vi) the Customer agrees not to sell, assign, charge or otherwise encumber or grant any interest over any obligations which any third party may owe to the Customer as a result of the use, manufacture or resale of the Goods.
 - c) if the Goods are converted into other products, the parties agree that Force Electrical will be the owner of the end products.

9. Goods attached to premises

- 9.1 Force Electrical's property in the Goods is not affected as a result of the Goods becoming fixtures attached to premises of the Customer or a third party.

9.2 If Force Electrical enters those premises to reclaim possession of the Goods, and incurs any liability to any person in connection with the entry or reclamation, the Customer indemnifies Force Electrical against that liability.

10. Use of Goods in construction

10.1 If the Customer uses any of the Goods in a construction process of its own or a third party and sells the product of the construction process (**Incorporated Product**), then the Customer holds such part of the proceeds of any sale of any Incorporated Product as relates to any Goods sold by Force Electrical to the Customer and used in the construction process on trust for Force Electrical.

10.2 That part must be treated, for the purpose of quantifying how much the Customer holds on trust for Force Electrical but for no other purpose, as being equal in dollar terms to the amount owing by the Customer to Force Electrical at the time of the receipt by the Customer of the proceeds of sale for all Goods sold by Force Electrical to the Customer.

10.3 If the amount owing by the Customer to Force Electrical is greater than the proceeds of sale of the Incorporated Product, the balance remains owing by the Customer to Force Electrical.

11. Balance Price remains a debt

11.1 If the Price of all Goods sold by Force Electrical to the Customer is greater than the sum of:

- a) the proceeds actually received by Force Electrical in respect of all dealings by the Customer with the Goods (including the sale of Incorporated Product referred to in clause 10); and
- b) all other payments received by Force Electrical in respect of the Goods;

the difference remains a debt owing by the Customer to Force Electrical.

12. Reclaim possession if Insolvency Event occurs

12.1 Force Electrical is entitled to reclaim possession of the Goods, even if they have been paid for in full, in satisfaction of all debts owing to Force Electrical, if any of the following events occur (**Insolvency Event**):

- a) the Customer defaults under these terms and conditions;
- b) the Customer commits an act of bankruptcy;
- c) a receiver is appointed to the Customer;
- d) the Customer goes into liquidation, administration, or some other form of insolvency administration whether formal or informal;
- e) the Customer ceases to carry on business; or
- f) the Customer enters into a scheme or compromises with its creditors;

without prejudice to any other rights of Force Electrical.

13. Insolvency of Customer- when breach occurs

13.1 A breach of contract in respect of these terms and conditions will be deemed to have occurred if:

- a) an application or order is made by a court or a resolution is passed for the winding up or the Customer or notice of intention to propose such a resolution is given; or

b) a controller (as defined in section 9 of the *Corporations Act 2001*) or an administrator under Part 5.3A of the *Corporations Act 2001* is appointed in respect of the Customer, or the whole or any party of its undertaking or property.

14. Action before property passes

14.1 Force Electrical may commence legal action against the Customer if the Goods are not paid for within Force Electrical's credit terms or any separate arrangement for credit made by the parties although property in the goods has not yet passed to the Customer.

15. Defects

15.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify Force Electrical of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Force Electrical an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way.

15.2 If the Customer fails to comply with this clause 12 the Goods shall be presumed to be free from any defect or damage.

15.3 For defective Goods, which Force Electrical has agreed in writing that the Customer is entitled to reject, Force Electrical's liability is limited to either (at Force Electrical's discretion) replacing the Goods or repairing the Goods unless the Customer has acquired the Goods as a consumer within the meaning of the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), in which case the remedies under Australian Consumer Law apply.

15.4 Goods will not be accepted for return other than in accordance with the terms of this clause 12.

16. Access to premises and warranties

16.1 The Customer warrants that where Force Electrical's employees, agents or subcontractors are required to access premises for the purpose of providing the Services, that:

- a) the Customer is the owner of the premises, or is otherwise authorised to grant access to the premises;
- b) the premises and all personal property at the venue is comprehensively insured including property and public liability insurance;
- c) the premises is safe and secure for your employees, agents and subcontractors to enter and work in; and
- d) in the event that there are any risks at the premises, the Customer will notify Force Electrical in advance prior to attending the premises.

16.2 The Customer indemnifies Force Electrical and holds Force Electrical harmless against any personal injury, death, loss or liability arising from or in any way connected to a breach of the warranties contained in this clause 16.

17. Warranty

17.1 Subject to the conditions of warranty set out in clause 17.2 Force Electrical warrants that if any defect in any workmanship of any Service provided by Force Electrical becomes apparent and is reported to Force Electrical within one (1) month of the date of delivery (time being of the essence) then Force Electrical will either (at Force Electrical's sole discretion) replace or remedy the Service, subject to the following conditions.

17.2 The conditions applicable to the warranty given by clause 17.1 are:

- a) the warranty will not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) Failure on the part of the Customer to properly maintain or store any Goods; or
 - (ii) Failure on the part of the Customer to follow any instructions or guidelines provided by Force Electrical; or
 - (iii) Any use of any Goods otherwise than for any application specified on a quote or order form; or
 - (iv) The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (v) Fair wear and tear, any accident or act of God.
- b) The warranty will cease and Force Electrical will not be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Force Electrical's consent.
- c) Force Electrical will not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship of any Service or in properly assessing the Customer's claim.

17.3 To the extent permitted by statute, no warranty is given by Force Electrical as to the quality or suitability of the Goods or Services for any purpose and any implied warranty is expressly excluded to the maximum extent permitted by law. The Customer should address any matter relating to a manufacturer's warranty given in respect of Goods directly with the manufacturer.

17.4 Force Electrical will not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

17.5 In the case of second hand Goods, the Customer acknowledges that he has had full opportunity to inspect the Goods and that he accepts the same with all faults and that no warranty is given by Force Electrical as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded to the maximum extent permitted by law. Force Electrical shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

18. Conditions and warranties required to be binding

18.1 The only conditions and warranties which are binding on Force Electrical in respect of:

- a) the state, quality or condition of Goods supplied by it to the Customer; or
- b) advice recommendations, information or Services supplied by it, its employees, servants or agents to the Customer;

are as set out in any written warranty provided by Force Electrical to the Customer or those imposed and required to be binding by statute (including the *Competition and Consumer Act 2010*).

19. Limitation of liability and exclusion of consequential loss

19.1 To the extent permitted by law, Force Electrical's liability (if any) arising from the breach of the conditions or warranties referred to in clause 18 is, at Force Electrical's option, limited to and completely discharged: by

- a) in the case of Goods, by either the supply by Force Electrical of equivalent goods or the replacement of the Goods supplied; and
- b) in the case of Services, by supplying the Services again.

19.2 Except to the extent permitted in these terms and conditions, Force Electrical has no liability (including liability in negligence) to the Customer or any person for:

- a) any loss or damage consequential or otherwise suffered or incurred by that person in relation to the Goods or Services; and
- b) without limiting clause 18.2.a) any loss or damage consequential or otherwise suffered or incurred by that person caused by or resulting directly or indirectly from any failure, defect or deficiency of any kind or in the Goods or Services.

20. Indemnity

20.1 The Customer indemnifies Force Electrical, regardless of any negligence by Force Electrical, against:

- a) all losses incurred by Force Electrical;
- b) all liability incurred by Force Electrical; and
- c) all costs payable by Force Electrical to its own legal representatives (whether or not under a costs agreement) and other expenses incurred by Force Electrical in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal);

arising directly or indirectly as a result of or in connection with the supply of Goods and/or Services by Force Electrical to the Customer unless caused by wilful misconduct on the part of Force Electrical or any of its employees or agents acting within the scope of their employment.

20.2 The Customer must pay to Force Electrical all liabilities, costs and other expenses referred to in clause 20.1, whether or not Force Electrical has paid or satisfied them.

21. Intellectual Property

21.1 Force Electrical owns all Intellectual Property created through the provision of Goods or Services to the Customer. Force Electrical may grant the Customer a non-exclusive licence to use the Intellectual Property.

21.2 The Customer warrants that all designs or instructions provided to Force Electrical by the Customer will not cause Force Electrical to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Force Electrical against any and all loss incurred as a result of any such infringement.

22. Default and Consequences of Default

22.1 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 one half percent (2.5%) per calendar month compounded monthly at such a rate after as well as before any judgment.

22.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify Force Electrical from and against all costs and disbursements incurred by Force Electrical in pursuing the debt including legal costs on a solicitor and own client basis and Force Electrical's collection agency costs.

22.3 Without prejudice to any other remedies Force Electrical may have, if at any time the Customer is in breach of any obligation (including those relating to payment), Force Electrical may suspend or terminate the supply of Goods to the Customer and any of its other obligations under these terms and conditions. Force Electrical will not be liable to the

Customer for any loss or damage the Customer suffers because Force Electrical has exercised its rights under this clause 22.

- 22.4 Force Electrical may charge the Customer an administration fee if an invoice remains unpaid for over thirty (30) days. The administration fee will be the greater of:
- 10% of the amount of the invoice outstanding; or
 - \$20.00;

but will not exceed \$200.00.

- 22.5 Without prejudice to Force Electrical's other remedies at law Force Electrical shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Force Electrical will, whether or not due for payment, become immediately payable in the event that:
- any money payable to Force Electrical becomes overdue, or in Force Electrical's opinion the Customer will be unable to meet its payments as they fall due; or
 - an Insolvency Event occurs.

23. Security And Charge

- 23.1 Despite anything to the contrary contained in these terms and conditions or any other rights which Force Electrical may have:
- Where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to Force Electrical or Force Electrical's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Customer and/or the Guarantor acknowledge and agree that Force Electrical (or Force Electrical's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
 - Should Force Electrical elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify Force Electrical from and against all Force Electrical's costs and disbursements including legal costs on a solicitor and own client basis.
 - The Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint Force Electrical or Force Electrical's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 23.1.

24. Cancellation

- 24.1 Force Electrical 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 Force Electrical shall repay to the Customer any sums paid in respect of the Price. Force Electrical shall not be liable for any loss, damage or liability arising either directly or indirectly from such cancellation.
- 24.2 In the event that the Customer cancels delivery of Goods the Customer indemnifies Force Electrical for any and all loss incurred by Force Electrical (including, but not limited to, any loss of profits) up to the time of cancellation.

25. Building and Construction Industry Payments Act 2004 (Qld)

25.1 Force Electrical reserves its right to elect for any disputes or claims for unpaid Goods and/or Services with the Customer to be recovered under the provisions of the *Building and Construction Payments Act 2004* (Qld).

26. Personal Property Securities Act 2009 (Cth)

26.1 In this clause 20;

a) **agreement** means these terms and conditions and the tax invoice provided by Force Electrical to the Customer;

b) The following terms have the meaning ascribed to them in the PPSA:

(i) **Financing Change Statement;**

(ii) **Financing Statement;**

(iii) **Proceeds;**

(iv) **Purchase Money Security Interest;**

(v) **Register;**

(vi) **Security Interest;** and

(vii) **Verification Statement.**

c) **Goods** means the goods, materials, parts purchased by the Customer from Force Electrical including Goods purchased after the date of these terms and conditions and Goods purchased on consignment (if applicable) more particular described in the tax invoice provided to the Customer by Force Electrical.

26.2 The Customer hereby consents to Force Electrical:

a) effecting and maintaining a registration on the Register for any Security Interest (including any Purchase Money Security Interest) arising because of this agreement in the Goods or the Proceeds arising in respect of any dealing with the Goods; and

b) registering a Financing Statement or Financing Change Statement in respect of a Security Interest (including a Purchase Money Security Interest).

26.3 The Customer agrees to sign all documents and provide all assistance and information required by Force Electrical to enable to registration and maintenance of any Security Interest, including amendment if necessary to record Goods sold after the date of this agreement.

26.4 The Customer hereby waives the right to receive notice of a Verification Statement in relation to any registration on the Register of a Security Interest (including a Purchase Money Security Interest) in respect of the Goods or the Proceeds.

26.5 The Customer undertakes to:

a) promptly do anything (in each case, including executing any new document or providing any information) that is required by Force Electrical;

b) so that Force Electrical may acquire and maintain perfected Security Interests under the PPSA in respect of the Goods or their Proceeds;

c) to enable Force Electrical to register a Financing Statement or Financing Change Statement; and

d) to ensure Force Electrical's security position and rights and obligations are not adversely affected;

e) not register a Financing Change Statement in respect of a Security Interest arising by virtue of this agreement without Force Electrical's prior written consent; and

f) not register, or permit to be registered, a Financing Statement or Financing Change Statement in relation to the Goods or Proceeds in favour of a third party.

26.6 If Chapter 4 of the PPSA would otherwise apply to the enforcement of a Security Interest arising under or in connection with this agreement 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 Purchaser will have no rights under them:

(i) section 95 (to the extent that it requires the secured party to give notices to the grantor);

(ii) section 96;

(iii) section 118 (to the extent that it allows a secured party to give notices to the grantor);

(iv) section 121(4);

(v) section 125;

(vi) section 130;

(vii) section 132(3)(d);

(viii) section 132(4);

(ix) section 135;

(x) section 142; and

(xi) section 143; and

(xii) section 115(7) of the PPSA allows for the contracting out of the provisions of the PPSA, the following provisions of the PPSA will not apply and the Purchaser will have no rights under them:

(xiii) section 127;

(xiv) section 129(2) and (3);

(xv) section 130(1);

(xvi) section 132;

(xvii) section 134(2);

(xviii) section 135;

(xix) section 136(3), (4) and (5); and

(xx) section 137.

26.7 Unless the parties otherwise agree and to the extent permitted by the PPSA, the parties agree not to disclose information of the kind referred to in section 275(1) of the PPSA to an interested person, or any other person required by an interest purchase. The Customer waives any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPSA to authorise the disclosure of the above information.

26.8 For the purposes of section 20(2) of the PPSA, the collateral is:

a) the Goods described in the tax invoice from Force Electrical to the Customer at the time of the sale (or delivery) of the Goods including any Goods specified in each and every subsequent or updated tax invoice pursuant to this agreement from time to time and includes Goods which are inventory;

b) an interest in commingle Goods to maximum extent allowed by the PPSA; and

c) the Proceeds of any dealing with the Goods.

26.9 This agreement is a Security Agreement for the purposes of the PPSA.

- 26.10 Force Electrical may apply amounts received under this agreement to satisfy obligations secured by a Security Interest arising because of this agreement in any way Force Electrical determines in its absolute discretion.
- 26.11 The Customer agrees to notify Force Electrical in writing of any change to its details as set out in this agreement or as otherwise supplied to Force Electrical, within 5 days from the date of such change.
- 26.12 The Customer must pay to Force Electrical on demand all of Force Electrical's costs associated with registration and enforcement of any Security Interest arising under this agreement.

27. General

- 27.1 If any provision of these terms and conditions is rendered invalid, void, illegal or unenforceable then that provision is severed and the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 27.2 These terms and conditions and any contract to which they apply are governed by the laws of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of Queensland and of the Commonwealth of Australia.
- 27.3 The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by Force Electrical.
- 27.4 Force Electrical may license, assign or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 27.5 The Customer agrees that Force Electrical may review these terms and conditions at any time. If, following any such review, there is a variation in these terms and conditions, then that variation will take effect from the date on which Force Electrical notifies the Customer.
- 27.6 Neither party shall be liable to the other for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 27.7 The failure by Force Electrical to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Force Electrical's right to subsequently enforce that provision.

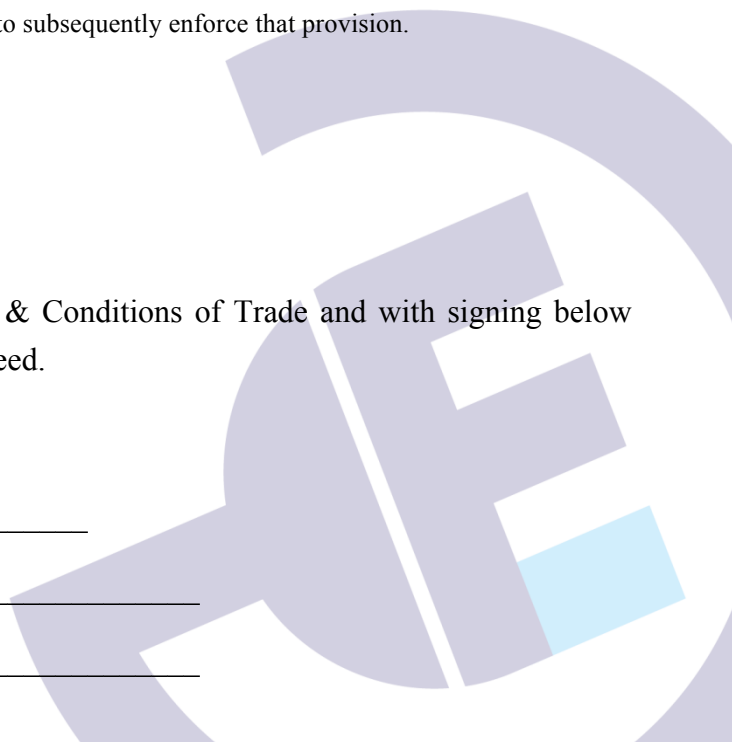
AUTHORISATION:

we, _____, have read the Terms & Conditions of Trade and with signing below we have acknowledged the requirements and authorise to proceed.

Authorised Signature: _____

Name: _____

Date: _____





Force
ELECTRICAL
COMMERCIAL - INDUSTRIAL - AUTOMATION

07 3807 6769
41/28 Burnside Road Yatala QLD 4207
admin@forceelectrical.com
Electrical License Number - 77920
ABN: 19 169 690 466
forceelectrical.com

Witness Signature:

Witness Name:

Date:

