Baileys Fertilisers – Terms and Conditions of Trade

1. Definitions

1.1 "Seller" means A.K.C. Pty Ltd T/A Baileys Fertilisers, its successors and assigns, or any person acting on behalf of, and with the authority of, A.K.C. Pty Ltd T/A Baileys Fertilisers.

1.2 "Customer" means the person/s purchasing 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.

1.3 "Goods" means all Goods or Services supplied by the Seller 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).

1.4 "Price" means the Price payable for the Goods as agreed between the Seller and the Customer in accordance with clause 5 below.

2. Acceptance

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 Goods, or accepts Delivery.

2.2 These terms and conditions:
- (a) as updated from time to time, and which can be found at the Seller's website (http:// www.baileysfertiliser.com.au), together with any quotation, order, invoice and/or other document as provided by the Seller to the Customer, constitute the entire agreement for the supply of Goods to the Customer; and
- (b) exclude and supersede all prior discussions, representations and arrangements, and any other oral or written term and conditions, whether or not they are endorsed on, delivered with, or referred to in any order or other document provided by the Seller to the Customer; and
- (c) shall prevail to the extent of any ambiguity, conflict, confusion or inconsistency with any other document or agreement between the Customer and the Seller.

2.3 The Seller shall not be deemed to have waived any of these terms and conditions, or agreed to any variation thereof, unless it is done expressly in writing and signed by the Seller.

2.4 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2003 or any other applicable provisions of that Act or any Regulations referred to in that Act.

2.5 In these terms and conditions, words in a singular shall be construed as to include the plural, and words in the masculine gender shall be construed as to include every other gender.

3. Change in Control

3.1 The Customer shall give the Seller 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, address, contact phone or fax number/s, or business practice), and:
- (a) the Customer shall be liable for any loss incurred by the Seller as a result of the Customer's failure to comply with this clause; and
- (b) unless such notification is given and accepted in writing by the Seller, the original Customer (and those persons who have provided a personal guarantee) shall remain liable to the Seller as though any Goods supplied by the Seller were supplied to the original Customer.

4. Orders

4.1 The Seller may, at its sole discretion, accept or reject orders it receives. Accepted orders cannot be cancelled without the Seller's consent, which may be refused or given with conditions. The supply of Goods is subject to availability. Unless otherwise agreed in writing, the supplies of partial deliveries are permitted. The Seller reserves the right to suspend or discontinue the supply of Goods to the Customer if the Seller is unable to supply all of the Customer's order, the contract continues to apply to any part of the order supplied.

5. Price and Payment

5.1 At the Seller's sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by the Seller to the Customer; or
- (b) the Price as at the date of Delivery, according to the Seller's current price list (which may be updated from time to time, with or without notice); or
- (c) the Seller'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.

5.2 The Seller reserves the right to change the Price:
- (a) if a variation to the Goods which are to be supplied is requested; or
- (b) in the event of increases to the Seller in the cost of labour or materials, or due to fluctuations in currency exchange rates, which are beyond the Seller's control.

5.3 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by the Seller, which may be:
- (a) on Delivery; or
- (b) the date specified on any invoice or other form as being the date for payment; or
- (c) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Seller.

5.4 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to two percent (2%) of the transaction), or by any other method as agreed to between the Customer and the Seller.

5.5 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to the Seller an amount equal to any GST the Seller must pay for any supply by the Seller under this contract, 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.

5.6 Payments received by the Seller will be applied firstly in reduction of any interest payable and accruing from month to month; and secondly in reduction of all other monies owing to the Seller until such time as all monies owing to the Seller have been paid in full.

5.7 The Customer agrees that the invoice(s) and/or monthly statement(s) of the Seller, or any person authorised by the Seller to give the same, shall be conclusive evidence as to the amount owing to the Seller by the Customer.

6. Delivery

6.1 Delivery of the Goods ("Delivery") is taken to occur at the time that:
- (a) the Customer (or the Customer's nominated carrier) takes possession of the Goods at the Seller's premises; or
- (b) the Seller (or the Seller's nominated carrier) delivers the Goods to the Customer's nominated address, even if the Customer is not present at the address.

6.2 At the Seller's sole discretion, the cost of Delivery is either included in, or is in addition to, the Price.

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, as arranged, then the Seller shall be entitled to charge a reasonable fee for redelivery and/or storage.

6.4 Any time or date given by the Seller to the Customer is an estimate only. The Customer must still accept Delivery, even if late, and the Seller will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late.

7. Pallets

7.1 The Customer acknowledges and agrees that the Seller requires like for like pallets in good condition to be exchanged at the time of Delivery. Where pallets cannot be exchanged at the time of Delivery, and the Customer:
- (a) has a Loscam or Chep account, the Customer agrees and hereby authorises the Seller to transfer the Chep or Loscam hire charges from the Seller's account with Chep or Loscam to the Customer's account with Chep or Loscam; or
- (b) does not have an account with Chep or Loscam, or the hire charges cannot be transferred to the Customer's account with Chep or Loscam (for whatever reason), a charge of thirty-three dollars ($33), plus GST, per pallet will be added to the Price. This amount:
  - (i) will be credited if the pallets are returned no later than thirty (30) days from the date of the applicable invoice; and
  - (ii) is subject to update from time to time without notice, and can be found at the Seller's website (http:// www.baileysfertiliser.com.au).

7.2 The Customer indemnifies and must pay the Seller on demand for all actions, claims, fees, costs, liabilities, damages and expenses, howsoever arising, (including Chep and Loscam hire charges and all legal fees, on a full indemnity basis) incurred or suffered by the Seller in connection with the loss or non-return of any Pallets delivered to the Customer or the failure by the Customer to comply with this clause.

8. Risk

8.1 All risk of damage to, or loss of, the Goods passes to the Customer from the time the Goods are either loaded or delivered by the Seller to a courier or carrier consigned to the Customer, and the Customer must insure the Goods on or before this time.

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

8.3 If the Customer requests the Seller to leave Goods outside the Seller's premises for collection, or to deliver the Goods to an unattended address, then such Goods shall be left at the Customer's sole risk.

9. Title

9.1 The Seller and the Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid the Seller all amounts owing to the Seller; and
- (b) the Customer has met all of its other obligations to the Seller.

9.2 Receipt by the Seller 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, and until then the Seller's rights and ownership in respect of the Goods, and this contract, shall continue.

9.3 It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 9.1:
- (a) the Customer is only a bailee of the Goods, and must return the Goods to the Seller on request; and
- (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Seller and must pay to the Seller the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed; and
- (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for 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 the Seller and must pay or deliver the proceeds to the Seller on demand; and
- (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 the Seller and must sell, dispose of or return the resulting product to the Seller as it so directs; and
- (e) the Customer irrevocably authorises the Seller (or any person authorised by the Seller) to enter any premises where the Seller believes the Goods are kept and recover possession of the Goods; and
- (f) the Seller may recover possession of any Goods in transit, whether or not Delivery has occurred; and
- (g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Seller; and
- (h) the Seller may commence proceedings to recover the Price, notwithstanding that ownership of the Goods has not passed to the Customer.

10. Personal Property Securities Act 2009 ("PPSA")

10.1 In this clause financing statement, financing change statement, security agreement and security interest has the meaning given to it by the PPSA.

10.2 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 any monetary obligation of the Customer to the Seller for Services, that have previously been supplied (if any), and that will be supplied in the future, by the Seller to the Customer.

10.3 The Customer undertakes to:
- (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 the Seller may reasonably require to:
  - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; or
  - (ii) register any other document required to be registered by the PPSA; or
  - (iii) correct a defect in a statement referred to in sub-clauses (i) or (ii);
- (b) indemnify, and upon demand reimburse, the Seller 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 registration made thereby; and
- (c) not register a financing change statement in respect of a security interest without the prior written consent of the Seller; and
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Seller; and
- (e) immediately advise the Seller 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.

10.4 The Seller 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.

10.5 The Customer further agrees (to the extent permitted by law) that:
- (a) the Seller does not have to comply with any of the requirements of, and the Customer waives its rights under, sections 95, 120, 121(4), 123, 129, 130, 132(3)(d), 132(4) 134(2), 135 and 137(2) of the PPSA, or any other provision of the PPSA, notified by the Seller to the Customer from time to time; and
- (b) the Customer may not exercise any rights under sections 142 and section 143 of the PPSA; and
- (c) the Seller, or any receiver (or receiver manager) appointed by the Seller, does not have to give any notice required under the PPSA (including a notice of verification statement).

10.6 Unless otherwise agreed to in writing by the Seller, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.

10.7 The Customer must unconditionally ratify any actions taken by the Seller under clauses 10.3 to 10.6.

11. Security and Charge

11.1 In consideration of the Seller 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).

11.2 The Customer indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this clause.

11.3 The Customer irrevocably appoints the Seller and each director of the Seller as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Customer's behalf.

12. Warranties, Defects, Returns and the Competition and Consumer Act 2010 (CCA)

12.1 The Seller warrants that the Goods sold are free from defective materials and workmanship.

12.2 If the Customer does not advise the Seller, in writing, of any fault, damage or defect in the Goods, or failure of the Goods to comply with the description, order or quotation pursuant to this contract within thirty (30) days of Delivery (or later at the Seller's discretion):
- (a) the Customer is deemed to have accepted the Goods, and is deemed to agree that the Goods are not faulty, damaged or defective or non-compliant; and
- (b) the Customer releases and discharges the Seller from and against any claims, actions, loss or liability relating to any fault, damage or defect in the Goods.

12.3 If the Customer is a consumer within the meaning of the CCA, the Seller's liability is limited to the extent permitted by section 64A of Schedule 2.

12.4 If the Customer advises the Seller in writing of a fault, damage or defect in the Goods within thirty (30) days of Delivery, then the Seller will (subject to clauses 12.6) accept the Goods for return and/or replacement, provided that the Customer has not used the Goods, and the Goods are returned within a reasonable time following notice thereof to the Seller in as close a condition as they were delivered as is possible and, where appropriate, in the original packaging, and the Seller will have no additional liability to the Customer.

12.5 The Seller may, in its absolute discretion, accept non-defective Goods for return, in which case the Seller may require the Customer to pay handling fees of up to twenty percent (20%) of the value of the returned Goods, plus any freight costs.

12.6 Notwithstanding clauses 12.1 to 12.5, but subject to the CCA, the Seller shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Customer failing to properly maintain or store the Goods in accordance with the instructions issued by the Seller; or
- (b) the Customer using the Goods for any purpose other than that for which they were designed; or
- (c) the Customer continuing the use of the Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user; or
- (d) any alteration of the Goods by any person other than by the written authorisation of the Seller; or
- (e) the Customer failing to follow any instructions or guidelines provided by the Seller; or
- (f) fair wear and tear, any accident, or act of God.

12.7 All other conditions and warranties of any type in relation to the Goods are excluded to the maximum extent allowed by the law. In respect of Goods, which are not ordinarily acquired for personal, domestic or household use or consumption, the liability of the Seller for a breach of any condition or warranty implied by law is limited at the Seller's option to the repair of Goods, or supply of a replacement, or payment of the cost of replacing the Goods or of acquiring equivalent products or payment of the cost of having the Goods repaired.

12.8 The Seller makes no representation as to the fitness of the Goods supplied by it for any purpose, other than a purpose which has been notified to the Seller in writing, prior to the date of any contract, by the Customer, and confirmed in writing by the Seller to be applicable.

13. Intellectual Property and Confidentiality

13.1 All intellectual property rights in the Goods are and shall remain the sole property of the Seller. Intellectual property means any patent, design, trade mark, copyright, know-how, trade secret, confidential information and any other proprietary right or form of intellectual property (whether protectable by registration or not) in respect of any technology, concept, idea, data, documentation, written material, program or other software (including, without limitation, in source and object codes), specification, formula, drawing, program, design, system, process, business name, trade name, trademark, service mark, logo, mark, style or other matter or thing, existing or conceived, used, developed or produced by any person or used in relation to such technologies which is not already available in the public domain.

13.2 To the extent any confidential information is provided by the Seller to the Customer, the Customer shall keep that information confidential and shall not disclose such information to any person without the express written consent of the Seller. Confidential information means any and all information relating to the Seller, the Goods supplied by the Seller, and any and all information of whatever nature directly or indirectly concerning the activities, business, finances, software, know-how, data (technical or non-technical), trade secrets, projects and forecasts, and information relating to systems or processes, marketing information, customer information and any other information and/or intellectual property, relating to or owned by the Seller or which is obtained directly or indirectly from the Seller under or in connection with these terms and conditions, in each case whether such information is oral, written or embodied in any other physical or electronic form.

14. Default and Consequences of Default

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 ten percent (10%) per annum (and at the Seller's sole discretion such interest shall compound) after as well as before any judgment.

14.2 If the Customer owes the Seller any money, the Customer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Seller's contract default fee, and bank dishonour fees).

14.3 Further to any other rights or remedies the Seller may have under this contract, if the Customer has made payment to the Seller by credit card, 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 the Seller 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.

14.4 Without prejudice to the Seller's other rights or remedies:
- (a) the Seller shall be entitled to suspend or terminate this contract, or the supply of Goods to the Customer, or to cancel all, or any part, of any order of the Customer which remains unfulfilled, and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable if:
  - (i) the Customer defaults in the due and punctual observance of all or any of its obligations under this agreement (including those relating to payment); or
  - (ii) any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to make a payment when it falls due; or
  - (iii) the Customer dies, commits an act of bankruptcy or becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (iv) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
- (b) the Seller may retain any security given or monies paid by the Customer, or available through enforcement of any guarantee, security or bond, and apply such in reduction of any sum which may be lawfully recovered by the Seller; and
- (c) the Seller may take such steps as it may deem necessary to mitigate the damages suffered (including the putting to use, hiring out, sale of disposal of any Goods supplied, or to be supplied, under this agreement and in the Seller's possession.

14.5 The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller has exercised its rights under this clause 14.

15. Cancellation

15.1 The Seller may cancel any contract to which these terms and conditions apply, or cancel Delivery at any time before the Goods are delivered, by giving written notice to the Customer. On giving such notice the Seller shall repay to the Customer any money paid by the Customer for the Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.

15.2 In the event that the Customer cancels this contract, or Delivery, the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Seller as a direct result of the cancellation (including, but not limited to, any loss of profits).

15.3 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

16. Privacy Act 1988

16.1 The Customer agrees for the Seller 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 the Seller.

16.2 The Customer agrees that the Seller may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:
- (a) to assess an application by the Customer; and
- (b) to notify other credit providers of a default by the Customer; and
- (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
- (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.

16.3 The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit.

16.4 The Customer agrees that personal credit information provided may be used and retained by the Seller for the following purposes (and for other agreed purposes or required by):
- (a) the supply of Goods; and
- (b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the supply of Goods; and
- (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and
- (d) enabling the collection of amounts outstanding in relation to the Goods.

16.5 The Seller may give information about the Customer to a CRB for the following purposes:
- (a) to obtain a consumer credit report; and
- (b) allow the CRB to create or maintain a credit information file about the Customer including credit history.

16.6 The information given to the CRB may include:
- (a) personal information as outlined in 16.1 above; and
- (b) name of the credit provider and that the Seller is a current credit provider to the Customer; and
- (c) whether the credit provider is a licensee; and
- (d) type of consumer credit; and
- (e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); and
- (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and the Seller has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); and
- (g) information that, in the opinion of the Seller, the Customer has committed a serious credit infringement; and
- (h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars ($150).

16.7 The Customer shall have the right to request (by email) from the Seller:
- (a) a copy of the information about the Customer retained by the Seller and the right to request that the Seller correct any incorrect information; and
- (b) that the Seller does not disclose any personal information about the Customer for the purpose of direct marketing.

16.8 The Seller will destroy personal information upon the Customer's request (by email) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.

16.9 The Customer can make a privacy complaint by contacting the Seller via email. The Seller will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au.

17. General

17.1 Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 or the applicable Fair Trading Act in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.

17.2 The failure by the Seller to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Seller's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

17.3 These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia, the State in which the Seller has its principal place of business, and are subject to the jurisdiction of the courts in that State.

17.4 Subject to clause 12, the Seller shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions (alternatively the Seller's liability shall be limited to damages which under no circumstances shall exceed the Price).

17.5 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 the Seller nor to withhold payment of any invoice because part of that invoice is in dispute.

17.6 The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

17.7 The Customer agrees that the Seller may amend these terms and conditions at any time. If the Seller makes a change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for the Seller to supply Goods to the Customer.

17.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

17.9 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

17.10 In addition to clause 17.9, where the Customer is a trustee:
- (a) the Customer agrees to produce a stamped copy of the trust deed (with all amendments) if, and when, requested by the Seller; and
- (b) the Customer warrants it shall be bound by the terms and conditions of this deed both personally and as trustee; and
- (c) the Customer confirms that the trustees shall be liable for the obligations of the Customer hereunder, and that in addition the assets of the trust shall be available to meet payment of any monies owed by the Customer under this contract.

Please note that a larger print version of these terms and conditions is available from the Seller on request.

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