



Pastelor Pty Ltd T/A PE Foods
PO Box 30, Acacia Ridge Qld 4110
Ph 07 3272 6466 Fax 07 3711 9694

ABN 35 716 138 273 ACN 010 300 802

Credit Account Application

Form section for business type selection: Sole Trader, Partnership, Company, Trust. Includes fields for LEGAL NAME, TRADING NAME, TRUST NAME, ACN No, and ABN No.

Form section for contact and address details: Phone, Fax, Mobile, Email, BILLING ADDRESS, DELIVERY ADDRESS, STATE, POSTCODE, Sales Contact, Accounts Contact, Requested Credit Limit, Date Business Established.

Form section titled 'DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Proprietary Company)'. Includes fields for Full Name, Home Address, STATE, POSTCODE, Home Phone.

Form section for terms and conditions: I certify that the above information is true and correct... SIGNED, Name, Position, Drivers License No, Date of Birth, Date.

Please return original to: PE Foods, PO Box 30, Acacia Ridge Qld 4110

## Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Pastelor Pty Ltd T/A P.E. Foods and its successors and assigns (öP E Foodsö) at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

(öthe Customerö)

**I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:**

- GUARANTEE** the due and punctual payment to P E Foods of all moneys which are now owing to P E Foods by the Customer and all further sums of money from time to time owing to P E Foods by the Customer in respect of goods and services supplied or to be supplied by P E Foods to the Customer or any other liability of the Customer to P E Foods, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with P E Foods. If for any reason the Customer does not pay any amount owing to P E Foods the Guarantor will immediately on demand pay the relevant amount to P E Foods.
- HOLD HARMLESS AND INDEMNIFY** P E Foods on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees (as defined hereunder in paragraph (b) hereof)) incurred by or assessed against P E Foods in connection with:
  - the supply of goods and/or services to the Customer; or
  - the recovery of moneys owing to P E Foods by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to P E Foods' nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
  - moneys paid by P E Foods with the Customer's consent in settlement of a dispute that arises or results from a dispute between, P E Foods, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by P E Foods to the Customer.

**I/WE FURTHER ACKNOWLEDGE AND AGREE THAT**

- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to P E Foods by the Customer and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on P E Foods' part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to P E Foods, each Guarantor shall be a principal debtor and liable to P E Foods accordingly.
- If any payment received or recovered by P E Foods is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and P E Foods shall each be restored to the position in which they would have been had no such payment been made.
- This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a öGuarantorö may never execute this Guarantee and Indemnity.
- The term öGuarantorö whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to P E Foods.**
- I/we irrevocably authorise P E Foods to obtain from any person or company any information which P E Foods may require for credit reference purposes. I/We further irrevocably authorise P E Foods to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with P E Foods as a result of this Guarantee and Indemnity being actioned by P E Foods.
- The above information is to be used by P E Foods for all purposes in connection with P E Foods considering this Guarantee and Indemnity and the subsequent enforcement of the same.

**GUARANTOR-1**

SIGNED: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

NAME OF WITNESS: \_\_\_\_\_ OCCUPATION: \_\_\_\_\_

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**GUARANTOR-2**

SIGNED: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

NAME OF WITNESS: \_\_\_\_\_ OCCUPATION: \_\_\_\_\_

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

- Note:
- If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
  - If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member.

**WARNING: THIS IS AN IMPORTANT DOCUMENT  
YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**

## Pastelor Pty Ltd T/A P.E. Foods – Terms & Conditions of Trade

- 1. Definitions**
  - 1.1 %R E Foods+shall mean Pastelor Pty Ltd T/A P.E. Foods, its successors and assigns or any person acting on behalf of and with the authority of Pastelor Pty Ltd T/A P.E. Foods.
  - 1.2 %Customer+shall mean 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 P E Foods to the Customer.
  - 1.4 %Guarantor+means that person (or persons) who agrees to be liable for the debts of the Customer on a principal debtor basis.
  - 1.5 %Goods+shall mean all Goods supplied by P E Foods to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by P E Foods to the Customer.
  - 1.6 %Services+ shall mean all Services supplied by P E Foods to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
  - 1.7 %Price+shall mean the Price payable for the Goods as agreed between P E Foods and the Customer in accordance with clause 4 of this contract.
- 2. The Commonwealth Trade Practices Act 1974 ("TPA") and Fair Trading Acts ("FTA")**
  - 2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
- 3. Acceptance**
  - 3.1 Any instructions received by P E Foods from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by P E Foods shall constitute acceptance of the terms and conditions contained herein.
  - 3.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
  - 3.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are binding and can only be amended with the written consent of P E Foods.
  - 3.4 The Customer shall give P E Foods 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 P E Foods as a result of the Customer's failure to comply with this clause.
  - 3.5 Goods are supplied by P E Foods 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.
  - 3.6 The Customer acknowledges that:
    - (a) P E Foods has not made any warranties in relation to the Goods; and
    - (b) The Customer has not relied in any way on P E Foods's skill or judgement.
- 4. Price and Payment**
  - 4.1 At P E Foods's sole discretion the Price shall be either:
    - (a) as indicated on invoices provided by P E Foods to the Customer in respect of Goods supplied; or
    - (b) P E Foods's current price at the date of delivery of the Goods according to P E Foods's current Price list; or
    - (c) P E Foods's quoted Price (subject to clause 4.2) which shall be binding upon P E Foods provided that the Customer shall accept P E Foods's quotation in writing within thirty (30) days.
  - 4.2 P E Foods reserves the right to change the Price in the event of a variation to P E Foods's quotation.
  - 4.3 At P E Foods's sole discretion a deposit may be required.
  - 4.4 At P E Foods's sole discretion:
    - (a) payment shall be due on delivery, or pick up, of the Goods; or
    - (b) payment shall be due before delivery, or pick up, of the Goods; or
    - (c) payment for approved Customers shall be due either seven (7) or fourteen (14) days from the invoice date, or on the seventh (7<sup>th</sup>) day following the end of the month in which a statement is posted or emailed to the Customer's address or address for notices; or
    - (d) payment for approved Customers shall be due on the date that is advised in writing by P E Foods and stated on the invoice if different from above.
  - 4.5 Time for payment for the Goods shall be 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.
  - 4.6 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to 2.5% of the Price), or by direct credit, or by direct debit, or by any other method as agreed to between the Customer and P E Foods.
  - 4.7 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
- 5. Delivery of Goods**
  - 5.1 At P E Foods's sole discretion delivery of the Goods shall take place when:
    - (a) the Customer takes possession of the Goods at P E Foods'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 P E Foods or P E Foods'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 P E Foods'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 P E Foods 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 this agreement.
  - 5.5 The failure of P E Foods to deliver shall not entitle either party to treat this contract as repudiated.
  - 5.6 P E Foods shall not be liable for any loss or damage whatsoever due to failure by P E Foods to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of P E Foods.
- 6. Risk**
  - 6.1 If P E Foods retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.
  - 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, P E Foods is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by P E Foods is sufficient evidence of P E Foods's rights to receive the insurance proceeds without the need for any person dealing with P E Foods to make further enquiries.
- 7. Title**
  - 7.1 P E Foods and the Customer agree that ownership of the Goods shall not pass until:
    - (a) the Customer has paid P E Foods all amounts owing for the particular Goods; and
    - (b) the Customer has met all other obligations due by the Customer to P E Foods in respect of all contracts between P E Foods and the Customer.
  - 7.2 Receipt by P E Foods 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 P E Foods's ownership or rights in respect of the Goods shall continue.
  - 7.3 It is further agreed that:
    - (a) where practicable the Goods shall be kept separate and identifiable until P E Foods shall have received payment and all other obligations of the Customer are met; and
    - (b) until such time as ownership of the Goods shall pass from P E Foods to the Customer P E Foods may give notice in writing to the Customer to return the Goods or any of them to P E Foods. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and
    - (c) P E Foods shall have the right of stopping the Goods in transit whether or not delivery has been made; and
    - (d) if the Customer fails to return the Goods to P E Foods then P E Foods or P E Foods's agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Goods are situated and take possession of the Goods; and
    - (e) the Customer is only a bailee of the Goods and until such time as P E Foods has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Customer owes to P E Foods for the Goods, on trust for P E Foods; and
    - (f) the Customer shall not deal with the money of P E Foods in any way which may be adverse to P E Foods; and
    - (g) the Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of P E Foods; and
    - (h) P E Foods can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer; and
    - (i) until such time that ownership in the Goods passes to the Customer, if the Goods are converted into other products, the parties agree that P E Foods will be the owner of the end products.
- 8. Personal Property Securities Act 2009 ("PPSA")**
  - 8.1 In this clause:
    - (a) financing statement has the meaning given to it by the PPSA;
    - (b) financing change statement has the meaning given to it by the PPSA;
    - (c) security agreement means the security agreement under the PPSA created between the Customer and P E Foods by these terms and conditions; and
    - (d) security interest has the meaning given to it by the PPSA.
  - 8.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions:
    - (a) constitute a security agreement for the purposes of the PPSA; and
    - (b) create a security interest in:
      - (i) all Goods previously supplied by P E Foods to the Customer (if any);
      - (ii) all Goods that will be supplied in the future by P E Foods to the Customer.
  - 8.3 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 P E Foods 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;
      - (ii) register any other document required to be registered by the PPSA; or
      - (iii) correct a defect in a statement referred to in clause 8.3(a)(i) or 8.3(a)(ii);
    - (b) indemnify, and upon demand reimburse, P E Foods 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 thereby;
    - (c) not register a financing change statement in respect of a security interest without the prior written consent of P E Foods;
    - (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 P E Foods; and
    - (e) immediately advise P E Foods 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.
  - 8.4 P E Foods 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.
  - 8.5 The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
  - 8.6 The Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
  - 8.7 Unless otherwise agreed to in writing by P E Foods, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.
  - 8.8 The Customer shall unconditionally ratify any actions taken by P E Foods under clauses 8.3 to 8.5.

## 9. Security and Charge

9.1 Despite anything to the contrary contained herein or any other rights which P E Foods may have howsoever:

- (a) 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 P E Foods or P E Foods 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 P E Foods (or P E Foods 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.
- (b) should P E Foods elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify P E Foods from and against all P E Foods costs and disbursements including legal costs on a solicitor and own client basis.
- (c) the Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint P E Foods or P E Foods nominee as the Customer and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 9.1.

## 10. Defects

10.1 The Customer shall inspect the Goods on delivery and shall within forty eight (48) hours of delivery (time being of the essence) notify P E Foods of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford P E Foods an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which P E Foods has agreed in writing that the Customer is entitled to reject, P E Foods liability is limited to either (at P E Foods discretion) replacing the Goods or repairing the Goods except where the Customer has acquired Goods as a consumer within the meaning of the Trade Practices Act 1974 (Cwth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the Customer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.

## 11. Returns

11.1 Returns will only be accepted provided that:

- (a) the Customer has complied with the provisions of clause 10.1; and
- (b) P E Foods has issued a Return Authorisation to accept the return of Goods; and
- (c) the Goods are returned at the time of delivery, or on the next delivery cycle, or the Customer's cost within seven (7) days of the delivery date; and
- (d) P E Foods will not be liable for Goods which have not been stored or used in a proper manner; and
- (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

11.2 P E Foods will only accept the return of refrigerated or frozen Goods if evidence can be provided that the Goods have been stored on the Customer's premises at the required food safety temperature.

11.3 P E Foods may (at their sole discretion) accept the return of Goods for credit but this may incur a handling fee of up to twenty percent (20%) of the value of the returned Goods plus any freight costs.

11.4 Non-stocklist items or Goods made to the Customer's specifications are under no circumstances acceptable for credit or return.

## 12. Warranty

12.1 To the extent permitted by statute, no warranty is given by P E Foods as to the quality or suitability of the Goods for any purpose and any implied warranty, is expressly excluded. P E Foods shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

## 13. Default and Consequences of Default

13.1 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 P E Foods sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

13.2 In the event that the Customer's payment is dishonoured for any reason the Customer shall be liable for any dishonour fees incurred by P E Foods.

13.3 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify P E Foods from and against all costs and disbursements incurred by P E Foods in pursuing the debt including legal costs on a solicitor and own client basis and P E Foods collection agency costs.

13.4 Without prejudice to any other remedies P E Foods may have, if at any time the Customer is in breach of any obligation (including those relating to payment) P E Foods may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. P E Foods will not be liable to the Customer for any loss or damage the Customer suffers because P E Foods has exercised its rights under this clause.

13.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.

13.6 Without prejudice to P E Foods other remedies at law P E Foods shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to P E Foods shall, whether or not due for payment, become immediately payable in the event that:

- (a) any money payable to P E Foods becomes overdue, or in P E Foods opinion the Customer will be unable to meet its payments as they fall due; or
- (b) the Customer 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
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

## 14. Cancellation

14.1 P E Foods 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 P E Foods shall repay to the Customer any sums paid in respect of the Price. P E Foods shall not be liable for any loss or damage whatsoever arising from such cancellation.

14.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by P E Foods (including, but not limited to, any loss of profits) up to the time of cancellation.

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

## 15. Privacy Act 1988

15.1 The Customer and/or the Guarantor/s (herein referred to as the Customer) agree for P E Foods to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by P E Foods.

15.2 The Customer agrees that P E Foods may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- (a) to assess an application by the Customer; and/or
- (b) to notify other credit providers of a default by the Customer; and/or
- (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
- (d) to assess the creditworthiness of the Customer.

16. The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

16.1 The Customer consents to P E Foods being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

16.2 The Customer agrees that personal credit information provided may be used and retained by P E Foods for the following purposes (and for other purposes as shall be agreed between the Customer and P E Foods or required by law from time to time):

- (a) the provision of Goods; and/or
- (b) the marketing of Goods by P E Foods, its agents or distributors; and/or
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
- (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.

16.3 P E Foods may give information about the Customer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Customer;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

16.4 The information given to the credit reporting agency may include:

- (a) personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
- (b) details concerning the Customer's application for credit or commercial credit and the amount requested;
- (c) advice that P E Foods is a current credit provider to the Customer;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of P E Foods, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customer's credit obligations);
- (g) advice that cheques drawn by the Customer for one hundred dollars (\$100) or more, have been dishonoured more than once;
- (h) that credit provided to the Customer by P E Foods has been paid or otherwise discharged.

## 17. General

17.1 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.

17.2 If any provisions of these terms and conditions are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.

17.3 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.

17.4 P E Foods 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 P E Foods of these terms and conditions.

17.5 In the event of any breach of this contract by P E Foods the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

17.6 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 P E Foods nor to withhold payment of any invoice because part of that invoice is in dispute.

17.7 P E Foods may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

17.8 The Customer agrees that P E Foods may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which P E Foods notifies the Customer of such change.

17.9 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.

17.10 The failure by P E Foods to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect P E Foods right to subsequently enforce that provision.