



Robot Trading Co Pty Ltd
 And associated trading entities and location as detailed below
 ABN: 40 103 429 115 • ACN 004 910 552
 Glenways MDC, PO Box 4097, Mulgrave North VIC 3170
 Phone: (03) 9535 1715 • Fax: (03) 9543 1130
 Email: credit@robotbuildingsupplies.com.au
 Web: www.robotbuildingsupplies.com.au

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

<input type="checkbox"/> Robot Building Supplies (Head Office) – 326 Ferntree Gully Road, Notting Hill VIC 3168		
<input type="checkbox"/> Robot Building Supplies (Coldstream) – 645 Maroondah Highway, Coldstream VIC 3770	<input type="checkbox"/> Robot Building Supplies (Sunshine) – 596 Ballarat Road, Sunshine VIC 3020	
<input type="checkbox"/> Robot Building Supplies (Dromana) – 2-6 June Avenue, Dromana VIC 3936	<input type="checkbox"/> 10/08 Wire & Mesh – 326 Ferntree Gully Road, Notting Hill VIC 3168	
<input type="checkbox"/> Robot Building Supplies (Pakenham) – 73 Bald Hill Road, Pakenham VIC 3810	<input type="checkbox"/> Coldstream Timber & Hardware – 700-702 Marrondah Highway, Coldstream VIC 3168	
<input type="checkbox"/> Robot Building Supplies (Preston) – 58-60 Chifley Drive, Preston VIC 3072	<input type="checkbox"/> Weir's Treated Timber – 85 Allambee Road, Darnum VIC 3822	
Introduced through: <input type="radio"/> Website <input type="radio"/> Sales Rep: _____ <input type="radio"/> RBS Branch: _____ <input type="radio"/> Other: _____		
Full Trading Name:		
Company/Legal Name (if different from above)		
ABN:		ACN:
Legal Entity: <input type="radio"/> Sole Trader <input type="radio"/> Partnership <input type="radio"/> Public Company <input type="radio"/> Private Company <input type="radio"/> Trustee Company <input type="radio"/> Other		
Street Address:		State: Postcode:
Postal Address:		<input type="radio"/> Billing State: Postcode:
Email Address:		<input type="radio"/> Preference Account Contact:
Phone No:	Fax No:	Mobile No:
Are Company Directors prepared to sign a personal guarantee and indemnity: <input type="radio"/> YES (Please complete Page 2 as well) <input type="radio"/> NO		
Nature of Business:		Number of Employees:
Date Established (<i>current owners</i>):		If less than one (1) year, please state previous occupation:
Estimated Monthly Purchases: \$		Credit Limit Required: \$
Principal Place of Business is:	<input type="radio"/> Rented <input type="radio"/> Leased <input type="radio"/> Owned	<input type="radio"/> Mortgaged (<i>to whom</i>):
Plant and Equipment are	<input type="radio"/> Rented <input type="radio"/> Leased <input type="radio"/> Owned	<input type="radio"/> Mortgaged (<i>to whom</i>):
Directors / Owners / Trustee (<i>if more than two, please attach a separate sheet</i>)		
(1) Full Name:		D.O.B.
Private Address:		State: Postcode:
Driver's Licence No:	Phone No:	Mobile No:
(2) Full Name:		D.O.B.
Private Address:		State: Postcode:
Driver's Licence No:	Phone No:	Mobile No:
Trade References: (<i>Suppliers' dealing with on credit basis</i>)		
Name:	Address:	Phone / Fax / Email:
1.		
2.		
3.		

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Robot Trading Co Pty Ltd as trustee for The Robot Trading Co. Unit Trust T/A Robot Building Supplies, 10/08 Wire & Mesh, Coldstream Timber & Hardware and Weir's Treated Timber ("Robot") which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. *I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.*

SIGNED (CLIENT): SIGNED (ROBOT):

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CLIENT'S SIGNATURE:

Signed: _____ Name: _____ Date: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /



Protected by EC Credit Control – Credit Management Specialists

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This Personal Guarantee document is for the Limited Liability Company as indicated below:

Robot Trading Co Pty Ltd

And associated trading entities and location as detailed below

ABN: 40 103 429 115 • ACN 004 910 552

Glenways MDC, PO Box 4097, Mulgrave North VIC 3170

Phone: (03) 9535 1715 • Fax: (03) 9543 1130

Email: credit@robotbuildingsupplies.com.au • Web: www.robotbuildingsupplies.com.au

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Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Robot Trading Co Pty Ltd as trustee for the Robot Trading Co. Unit Trust T/A Robot Building Supplies, 10/08 Wire & Mesh, Coldstream Timber & Hardware and Weir's Treated Timber and its successors and assigns ("Robot") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

[] ("the Client") *[Insert Company Name In Box Provided]*

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

- GUARANTEE** the due and punctual payment to Robot of all monies which are now owing to Robot by the Client and all further sums of money from time to time owing to Robot by the Client in respect of goods and services supplied or to be supplied by Robot to the Client or any other liability of the Client to Robot, and the due observance and performance by the Client of all its obligations contained or implied in any contract with Robot, including but not limited to the Terms & Conditions of Trade signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to Robot, the Guarantor will immediately on demand pay the relevant amount to Robot. In consideration of Robot agreeing to supply the goods to the Client, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to Robot registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints Robot and each director of Robot as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which Robot may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - register any other document required to be registered by the PPSA or any other law; or
 - correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY** Robot on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, Robot in connection with:
 - the supply of goods and/or services to the Client; or
 - the recovery of monies owing to Robot by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to Robot's nominees contract default fee and legal costs; or
 - monies paid by Robot with the Client's consent in settlement of a dispute that arises or results from a dispute between, Robot, the Client, and a third party or any combination thereof, over the supply of goods and/or services by Robot to the Client.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- I/We have received, read and understood Robot's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- 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 monies owing to Robot by the Client 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 Robot's part (whether in respect of the Client 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 Client's obligations to Robot, each Guarantor shall be a principal debtor and liable to Robot accordingly.
- If any payment received or recovered by Robot is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Robot shall each be restored to the position in which they would have had no such payment been made.
- The term "Guarantor" 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 and shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) 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 Client to Robot.**
- I/we irrevocably authorise Robot to obtain from any person or company any information which Robot may require for credit reference purposes. I/We further irrevocably authorise Robot 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 Robot as a result of this Guarantee and Indemnity being actioned by Robot.
- The above information is to be used by Robot for all purposes in connection with Robot considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1
 SIGNED: _____
 FULL NAME: _____
 HOME ADDRESS: _____
 DATE OF BIRTH: _____
 SIGNATURE OF WITNESS: _____
 NAME OF WITNESS: _____
 OCCUPATION: _____
 PRESENT ADDRESS: _____
 EXECUTED as a Deed this _____ day of _____ 20____

GUARANTOR-2
 SIGNED: _____
 FULL NAME: _____
 HOME ADDRESS: _____
 DATE OF BIRTH: _____
 SIGNATURE OF WITNESS: _____
 NAME OF WITNESS: _____
 OCCUPATION: _____
 PRESENT ADDRESS: _____
 EXECUTED as a Deed this _____ day of _____ 20____

Note: 1. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
2. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: IF YOU DO NOT UNDERSTAND THIS DOCUMENT. YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT

Robot Building Supplies – Terms & Conditions of Trade

1. **Definitions**
 - 1.1 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
 - 1.2 "Robot" means Robot Trading Co Pty Ltd as trustee for the Robot Trading Co. Unit Trust T/A Robot Building Supplies, 10/08 Wire & Mesh, Coldstream Timber & Hardware and Weir's Treated Timber, its successors and assigns or any person acting on behalf of and with the authority of Robot.
 - 1.3 "Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting Robot to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
 - (a) if there is more than one Client, is a reference to each Client jointly and severally; and
 - (b) if the Client is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Client's executors, administrators, successors and permitted assigns.
 - 1.4 "Goods" means all Goods or Services supplied by Robot to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
 - 1.5 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
 - 1.6 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when ordering from the website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering Goods via the website.
 - 1.7 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between Robot and the Client in accordance with clause 6 below.
 - 1.8 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).
2. **Acceptance**
 - 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts Delivery of the Goods.
 - 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
 - 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
 - 2.4 The Client acknowledges that the supply of Goods on credit shall not take effect until the Client has completed a credit application with Robot and it has been approved with a credit limit established for the account.
 - 2.5 In the event that the supply of Goods request exceeds the Clients credit limit and/or the account exceeds the payment terms, Robot reserves the right to refuse Delivery.
 - 2.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.
3. **Online Ordering**
 - 3.1 The Client acknowledges and agrees that:
 - (a) Robot does not guarantee the website's performance;
 - (b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website shall be subject to confirmation of acceptance by Robot;
 - (c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades;
 - (d) there are inherent hazards in electronic distribution, and as such Robot cannot warrant against delays or errors in transmitting data between the Client and Robot including orders, and you agree that to the maximum extent permitted by law, Robot will not be liable for any losses which the Client suffers as a result of online-ordering not being available or for delays or errors in transmitting orders;
 - (e) when making a transaction through the website, the Client's information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technology as disclosed by Robot and/or displayed on the website. The encryption process ensures that the Client's information cannot be read by or altered by outside influences;
 - (f) if the Client is not the cardholder for any credit card being used to pay for the Goods, Robot shall be entitled to reasonably assume that the Client has received permission from the cardholder for use of the credit card for the transaction.
 - 3.2 Robot reserves the right to terminate the Client's order if it learns that you have provided false or misleading information, interfered with other users or the administration of Robot's business, or violated these terms and conditions.
4. **Errors and Omissions**
 - 4.1 The Client acknowledges and accepts that Robot shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
 - (a) resulting from an inadvertent mistake made by Robot in the formation and/or administration of this Contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Robot in respect of the Services.
 - 4.2 In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or wilful misconduct of Robot; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.

Robot Building Supplies – Terms & Conditions of Trade

5. **Change in Control**
- 5.1 The Client shall give Robot not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, email address, change of trustees, or business practice). The Client shall be liable for any loss incurred by Robot as a result of the Client's failure to comply with this clause.
6. **Price and Payment**
- 6.1 At Robot's sole discretion, the Price shall be either:
- (a) as indicated on any invoice provided by Robot to the Client; or
 - (b) the Price as at the date of Delivery of the Goods according to Robot's current price list; or
 - (c) Robot's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 6.2 Robot reserves the right to change the Price:
- (a) if a variation to the Goods and/or Services which are to be supplied is requested; or
 - (b) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, as limitations to accessing the site for delivery, no appropriate lifting/unloading equipment available at the site, safety considerations; or
 - (c) in the event of increases to Robot in the cost of Goods (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges and labour) which are beyond Robot's control.
- 6.3 Variations will be charged for on the basis of Robot's quotation, and will be detailed in writing, and shown as variations on Robot's invoice. The Client shall be required to respond to any variation submitted by Robot within ten (10) working days. Failure to do so will entitle Robot to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 6.4 At Robot's sole discretion, a non-refundable deposit may be required.
- 6.5 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Robot, which may be:
- (a) on Delivery of the Goods;
 - (b) before Delivery of the Goods;
 - (c) the date specified on any invoice or other form as being the date for payment; or
 - (d) failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice given to the Client by Robot.
- 6.6 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and Robot.
- 6.7 Receipt by Robot 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 Robot's ownership or rights in respect of the Goods shall continue.
- 6.8 Robot may in its discretion allocate any payment received from the Client, towards any invoice that Robot determines and may do so at the time of receipt or at any time afterwards. On any default by the Client Robot may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Robot, payment will be deemed to be allocated in such manner as preserves the maximum value of Robot's Purchase Money Security Interest (as defined in the PPSA) in the Goods.
- 6.9 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Robot nor to withhold payment of any invoice because part of that invoice is in dispute.
- 6.10 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Robot an amount equal to any GST Robot must pay for any supply by Robot under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client 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.
7. **Delivery of Goods**
- 7.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:
- (a) the Client or the Client's nominated carrier takes possession of the Goods at Robot's address or Robot's suppliers address; or
 - (b) Robot (or Robot's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.
- 7.2 At Robot's sole discretion, the cost of Delivery is in addition to the Price.
- 7.3 Robot may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 7.4 Any time specified by Robot for Delivery of the Goods is an estimate only. Robot will not be liable for delay in Delivery or Delivery of Goods by instalments or failure to deliver due to any cause that is beyond Robot's control (including but not limited to availability of unloading equipment or an event subject to clause 20.6). The Client shall not be relieved from any obligation to accept or pay for Goods by reason of delay or Delivery by instalment. In no event shall Robot be responsible for any loss of profits, penalties, disruptions, expenditure and/or damages incurred and/or sustained by the Client due to directly or indirectly by any delay in or the instalment Delivery of the Goods. At Robot's discretion they shall be entitled to charge a reasonable fee for redelivery and/or storage
- 7.5 Notwithstanding clause 7.4 and where Goods are delivered to an unattended site as per clause 8.3, the Client accepts and acknowledges that Robot's driver shall effect Delivery as close to the site as possible. Robot shall therefore reserve the right to dismiss any claim made under clause 13.1 in relation to damage to the Goods or shortages where the Client chooses not to effect immediate inspection.
- 7.6 The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
8. **Risk**
- 8.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 8.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, Robot is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Robot is sufficient evidence of Robot's rights to receive the insurance proceeds without the need for any person dealing with Robot to make further enquiries.

Robot Building Supplies – Terms & Conditions of Trade

- 8.3 If the Client requests Robot to leave Goods outside Robot's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk and such risk shall include, but not be limited to, damage resulting from offloading unless due to negligence of Robot, or shortages of quantity in part or full.
- 8.4 The Client acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in Robot's or manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by Robot.
- 8.5 The Client shall be responsible for ensuring that the Goods ordered are suitable for their intended use.
9. Access
- 9.1 The Client shall ensure that Robot has clear and free access to the work site at all times to enable them to undertake the works. Robot shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Robot.
- 9.2 It is the responsibility of the Client to ensure that access is suitable to accept the weight of laden trucks, unloading or other lifting equipment as may be deemed necessary by Robot.
10. Title
- 10.1 Robot and the Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid Robot all amounts owing to Robot; and
 - (b) the Client has met all of its other obligations to Robot.
- 10.2 Receipt by Robot 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.
- 10.3 It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 10.1:
- (a) the Client is only a bailee of the Goods and must return the Goods to Robot on request;
 - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for Robot and must pay to Robot the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
 - (c) the Client 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 Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Robot and must pay or deliver the proceeds to Robot on demand;
 - (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Robot and must sell, dispose of or return the resulting product to Robot as it so directs;
 - (e) the Client irrevocably authorises Robot to enter any premises where Robot believes the Goods are kept and recover possession of the Goods;
 - (f) Robot may recover possession of any Goods in transit whether or not Delivery has occurred;
 - (g) the Client 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 Robot;
 - (h) Robot may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
11. Personal Property Securities Act 2009 ("PPSA")
- 11.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 11.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Client to Robot for Services – that have previously been supplied and that will be supplied in the future by Robot to the Client.
- 11.3 The Client 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 Robot 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 11.3(a)(i) or 11.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, Robot 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 Robot;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Robot;
 - (e) immediately advise Robot 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.
- 11.4 Robot and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 11.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 11.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 11.7 Unless otherwise agreed to in writing by Robot, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 11.8 The Client must unconditionally ratify any actions taken by Robot under clauses 11.3 to 11.5.

Robot Building Supplies – Terms & Conditions of Trade

- 11.9 Subject to any express provisions to the contrary (including those contained in this clause 11), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 12. Security and Charge**
- 12.1 In consideration of Robot agreeing to supply the Goods, the Client 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 Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 12.2 The Client indemnifies Robot from and against all Robot's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Robot's rights under this clause.
- 12.3 The Client irrevocably appoints Robot and each director of Robot as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Client's behalf.
- 13. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)**
- 13.1 The Client must inspect the Goods on Delivery and must within seven (7) days of Delivery notify Robot in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow Robot to inspect the Goods.
- 13.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 13.3 Robot acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 13.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Robot makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Robot's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 13.5 If the Client is a consumer within the meaning of the CCA, Robot's liability is limited to the extent permitted by section 64A of Schedule 2.
- 13.6 If Robot is required to replace the Goods under this clause or the CCA, but is unable to do so, Robot may refund any money the Client has paid for the Goods.
- 13.7 If the Client is not a consumer within the meaning of the CCA, Robot's liability for any defect or damage in the Goods is:
- (a) limited to the value of any express warranty or warranty card provided to the Client by Robot at Robot's sole discretion;
 - (b) limited to any warranty to which Robot is entitled, if Robot did not manufacture the Goods;
 - (c) otherwise negated absolutely.
- 13.8 Subject to this clause 13, returns will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 13.1; and
 - (b) Robot has agreed that the Goods are defective; and
 - (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
 - (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 13.9 Notwithstanding clauses 13.1 to 13.8 but subject to the CCA, Robot 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 Client failing to properly maintain or store any Goods;
 - (b) the Client using the Goods for any purpose other than that for which they were designed;
 - (c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) the Client failing to follow any instructions or guidelines provided by Robot;
 - (e) fair wear and tear, any accident, or act of God.
- 13.10 Robot may in its absolute discretion accept non-defective Goods for return in which case Robot may require the Client to pay handling fees of up to fifteen percent (15%) of the value of the returned Goods plus any freight costs. Such goods must be in a reasonable condition.
- 13.11 Notwithstanding anything contained in this clause if Robot is required by a law to accept a return then Robot will only accept a return on the conditions imposed by that law.
- 13.12 Subject to clause 13.1, customised, or non-stocklist items or Goods made or ordered to the Client's specifications are not acceptable for credit or return.
- 14. Intellectual Property**
- 14.1 Where Robot has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of Robot. Under no circumstances may such designs, drawings and documents be used without the express written approval of Robot.
- 14.2 The Client warrants that all designs, specifications or instructions given to Robot will not cause Robot to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Robot against any action taken by a third party against Robot in respect of any such infringement.
- 14.3 The Client agrees that Robot may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Robot has created for the Client.
- 15. Default and Consequences of Default**
- 15.1 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 Robot's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 15.2 If the Client owes Robot any money the Client shall indemnify Robot from and against all costs and disbursements incurred by Robot in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Robot's contract default fee, and bank dishonour fees).

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- 15.3 Further to any other rights or remedies Robot may have under this Contract, if a Client has made payment to Robot, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Robot under this clause 15 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.
- 15.4 Without prejudice to Robot's other remedies at law Robot shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Robot shall, whether or not due for payment, become immediately payable if:
- any money payable to Robot becomes overdue, or in Robot's opinion the Client will be unable to make a payment when it falls due;
 - the Client has exceeded any applicable credit limit provided by Robot;
 - the Client 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
 - a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
16. **Cancellation**
- 16.1 Without prejudice to any other remedies Robot may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Robot may suspend or terminate the supply of Goods to the Client. Robot will not be liable to the Client for any loss or damage the Client suffers because Robot has exercised its rights under this clause.
- 16.2 Robot 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 Client. On giving such notice Robot shall repay to the Client any money paid by the Client for the Goods. Robot shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 16.3 In the event that the Client cancels Delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by Robot as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 16.4 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
17. **Privacy Policy**
- 17.1 All emails, documents, images or other recorded information held or used by Robot is Personal Information, as defined and referred to in clause 17.3, and therefore considered Confidential Information. Robot acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Robot acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by Robot that may result in serious harm to the Client, Robot will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
- 17.2 Notwithstanding clause 17.1, privacy limitations will extend to Robot in respect of Cookies where transactions for purchases/orders transpire directly from Robot's website. Robot agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:
- IP address, browser, email client type and other similar details;
 - tracking website usage and traffic; and
 - reports are available to Robot when Robot sends an email to the Client, so Robot may collect and review that information ("collectively Personal Information")
- In order to enable / disable the collection of Personal Information by way of Cookies, the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via Robot's website.
- 17.3 The Client agrees for Robot to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by Robot.
- 17.4 The Client agrees that Robot may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- to assess an application by the Client; and/or
 - to notify other credit providers of a default by the Client; and/or
 - to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
- 17.5 The Client consents to Robot being given a consumer credit report to collect overdue payment on commercial credit.
- 17.6 The Client agrees that personal credit information provided may be used and retained by Robot for the following purposes (and for other agreed purposes or required by):
- the provision of Goods; and/or
 - analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
 - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - enabling the collection of amounts outstanding in relation to the Goods.
- 17.7 Robot may give information about the Client to a CRB for the following purposes:
- to obtain a consumer credit report;
 - allow the CRB to create or maintain a credit information file about the Client including credit history.
- 17.8 The information given to the CRB may include:
- Personal Information as outlined in 17.3 above;
 - name of the credit provider and that Robot is a current credit provider to the Client;

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- (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - (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 Client no longer has any overdue accounts and Robot has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of Robot, the Client has committed a serious credit infringement;
 - (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 17.9 The Client shall have the right to request (by e-mail) from Robot:
- (a) a copy of the Personal Information about the Client retained by Robot and the right to request that Robot correct any incorrect Personal Information; and
 - (b) that Robot does not disclose any Personal Information about the Client for the purpose of direct marketing.
- 17.10 Robot will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- 17.11 The Client can make a privacy complaint by contacting Robot via e-mail. Robot 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 Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.
18. **Service of Notices**
- 18.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this Contract;
 - (c) by sending it by registered post to the address of the other party as stated in this Contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
 - (e) if sent by email to the other party's last known email address.
- 18.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
19. **Trusts**
- 19.1 If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Robot may have notice of the Trust, the Client covenants with Robot as follows:
- (a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
 - (b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
 - (c) the Client will not without consent in writing of Robot (Robot will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Client as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.
20. **General**
- 20.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party'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.
- 20.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which Robot has its principal place of business, and are subject to the jurisdiction of the courts in Melbourne, Victoria.
- 20.3 Subject to clause 13, Robot shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Robot of these terms and conditions (alternatively Robot's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 20.4 Robot may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.
- 20.5 The Client cannot licence or assign without the written approval of Robot.
- 20.6 The Client agrees that Robot may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Robot to provide Goods to the Client.
- 20.7 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.
- 20.8 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.