

General Terms and Conditions of Trade

1. Goods/Services

- 1.1 The Goods/Services shall be as described on any invoices, quotation, work authorisation, or any other forms which are provided by Mix Plumbing & Gas to the Customer.

2. Price and Payment

- 2.1 The Price shall be as indicated on invoices provided by Mix Plumbing & Gas to the Customer in respect of the Goods/Services supplied.
- 2.2 Time for payment for the Goods/Services shall be of the essence and will be stated on the invoice, quotation, or any other order forms. If no time is stated then payment will be due seven (7) days following the date of the invoice.
- 2.3 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to Mix Plumbing & Gas an amount equal to any GST Mix Plumbing & Gas must pay for any supply by Mix Plumbing & Gas under this or any other agreement for the sale of the Goods/Services. 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.

3. Default & Consequences of Default

- 3.1 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 Mix Plumbing & Gas's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 3.2 If the Customer owes Mix Plumbing & Gas any money the Customer shall indemnify Mix Plumbing & Gas from and against all costs and disbursements incurred by Mix Plumbing & Gas in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Mix Plumbing & Gas's collection agency costs, and bank dishonour fees).

4. Privacy Act 1988

- 4.1 The Customer agrees for Mix Plumbing & Gas to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by Mix Plumbing & Gas.
- 4.2 The Customer agrees that Mix Plumbing & Gas 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 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 Customer.

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.

- 4.3 The Customer consents to Mix Plumbing & Gas being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 4.4 The Customer agrees that personal credit information provided may be used and retained by Mix Plumbing & Gas for the following purposes and for other purposes as shall be agreed between the Customer and Mix Plumbing & Gas or required by law from time to time:
- (a) provision of Goods/Services; and/or
 - (b) marketing of Goods/Services by Mix Plumbing & Gas, its agents or distributors in relation to the Goods/Services; and/or
 - (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods/Services; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by 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/Services.
- 4.5 Mix Plumbing & Gas 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.
- 4.6 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 Mix Plumbing & Gas 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 Mix Plumbing & Gas, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customers credit obligations);
 - (g) advice that cheques drawn by the Customer have been dishonoured more than once;
 - (h) that credit provided to the Customer by Mix Plumbing & Gas has been paid or otherwise discharged.