

Terms Of Trade

1. Payment and Default

1.1 The Customer must pay in full for the goods and services no later than the date specified on the invoice issued by *ARCSMITH Pty Ltd* (the Company).

1.2 The Customer is not entitled to make any set-off, counterclaim, or deduction against any payment due to the Company on any account whatsoever.

1.3 If the Customer fails to pay any invoice by the due date, the Company may (without prejudice to any other rights or remedies available to it):

(a) Charge interest on the overdue amount at a rate of 10% per annum (or the maximum rate permitted by law, whichever is higher), calculated daily from the due date until the date of full payment; and

(b) Recover from the Customer all costs and expenses incurred by the Company in seeking to recover the overdue amount, including but not limited to debt collection agency fees, mercantile agent fees, and legal costs on a full solicitor-and-client indemnity basis.

1.4 All outstanding monies owed by the Customer to the Company will become immediately due and payable, and the Company may suspend further deliveries or terminate any active agreements, if the Customer:

(a) Breaches any provision of these Terms;

(b) Commits an act of bankruptcy, enters into voluntary administration, liquidation, receivership, or a composition or arrangement with its creditors; or

(c) Has a credit standing that, in the reasonable opinion of the Company, becomes materially impaired.

2. Provision and Withdrawal of Credit

2.1 *ARCSMITH Pty Ltd* (the Company) may, at any time and in its absolute discretion, review, alter, vary, or withdraw any credit limit or credit facilities extended to the Customer without giving any reason or prior notice.

2.2 If credit is withdrawn or varied under clause 2.1, the Company may require the Customer to make immediate payment for any goods or services already supplied, and may demand full payment in advance (cash before delivery) before processing, manufacturing, or dispatching any pending or future orders.

3. Delivery and Return

3.1 Delivery of goods is deemed to occur when the goods are dispatched from *ARCSMITH Pty Ltd's* (the Company) premises, or when they are collected by the Customer or the Customer's nominated carrier or agent. All carriers are deemed to be agents of the Customer, and the Company is not liable for any transit delays, damage, or loss caused by a carrier.

3.2 The Company reserves the right to suspend or stop any future deliveries or services until the Customer has paid in full for all prior supplies of goods or services, regardless of whether payment for those prior supplies is strictly due.

3.3 If the Company is unable to supply goods or perform services due to any event or cause beyond its reasonable control (including but not limited to acts of God, strikes, lockouts, raw material shortages, or shipping disruptions), the Company may suspend delivery or cancel the order without incurring any liability for loss, damage, or consequential loss suffered by the Customer.

3.4 Except as required under the Australian Consumer Law:

(a) Goods will only be accepted for return with the prior written approval of the Company;

(b) Change-of-mind returns are not accepted; and

(c) All freight and handling costs associated with the return of goods are strictly at the Customer's sole expense.

4. Risk and Insurance

4.1 Risk of loss, damage, or destruction to the goods passes entirely to the Customer immediately upon delivery in accordance with clause 3, regardless of whether physical possession has been taken by the Customer and notwithstanding that ownership and title may remain with *ARCSMITH Pty Ltd* (the Company).

4.2 If delivery is delayed at the request of, or due to any act or omission of the Customer, risk passes to the Customer from the date the goods were originally ready for dispatch.

4.3 Prior to ownership passing to the Customer under clause 5, the Customer must, at its own expense, keep the goods insured for their full replacement value against all standard risks (including fire, theft, and water damage) with a reputable insurer.

4.4 If any goods are damaged, lost, or destroyed prior to ownership passing to the Customer, the Customer must immediately lodge an insurance claim and direct the insurer to pay the proceeds directly to the Company.

The Customer remains fully liable to the Company for any shortfall between the insurance payout and the total outstanding price of the goods.

5. Title and Ownership

5.1 Ownership and legal title to all materials, components, and goods supplied by *ARCSMITH Pty Ltd* (the Company) remains strictly with the Company and will not pass to the Customer until all invoices relating to those goods and services have been paid in full.

5.2 Until ownership passes to the Customer, the Customer must store the goods safely and must not sell, dispose of, or encumber the goods without the prior written consent of the Company.

5.3 If the Customer fails to pay any invoice by the due date, the Company reserves the immediate right to enter the site or premises where the goods are located to reclaim and remove any un-affixed materials or equipment supplied by the Company, without liability for trespass or any resulting damage.

6. Personal Property Securities Act and Site Entry

6.1 The Customer acknowledges that these Terms constitute a Security Agreement for the purposes of the Personal Property Securities Act 2009 (Cth) (PPSA) and creates a purchase money security interest (PMSI) in favor of *ARCSMITH Pty Ltd* (the Company) over all goods and materials supplied.

6.2 The Customer grants the Company and its authorized agents an irrevocable license to enter any premises or job site where the goods are stored or installed, without prior notice, to inspect or reclaim the goods if the Customer defaults on any payment due under clause 1.

6.3 The Customer agrees to indemnify the Company for all costs, expenses, and legal fees (on a full indemnity basis) incurred in enforcing these Terms, registering or maintaining a security interest on the PPSR, or recovering overdue debts.

6.4 To the extent permitted by law, the Customer waives its right under section 157 of the PPSA to receive a verification statement in respect of any registration on the PPSR, and agrees to immediately notify the Company in writing of any change to its legal structure, trading name, or contact details.

7. Warranties and Limitation of Liability

7.1 Except as expressly provided in these Terms, and to the maximum extent permitted by law, all statutory or implied warranties, representations, or conditions are strictly excluded.

7.2 Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred on the Customer by the Australian Consumer Law (ACL) that cannot be lawfully excluded or limited.

7.3 Where the Company's goods or services fail to meet an applicable guarantee under the ACL (and where those goods or services are not of a kind ordinarily acquired for personal, domestic, or household use), the Company's liability is strictly limited, at the Company's sole discretion, to:

(a) In the case of goods/materials: replacing the goods, repairing the goods, or paying the cost of having them replaced or repaired; and

(b) In the case of services: re-supplying the electrical services or paying the cost of having them re-supplied.

7.4 To the maximum extent permitted by law, the total liability of *ARCSMITH Pty Ltd* (the Company) in contract, tort (including negligence), or otherwise for any loss, damage, defect, or injury arising from the supply of goods or services is strictly limited to the actual invoice price paid by the Customer for those specific goods or services.

7.5 Under no circumstances will the Company be liable to the Customer for any indirect, incidental, special, or consequential loss, including but not limited to loss of profit, loss of revenue, business interruption, site delay costs, or liquidated damages imposed on the Customer by third parties.

8. Privacy and Credit Reporting

8.1 The Customer agrees that *ARCSMITH Pty Ltd* (the Company) may obtain information about the Customer from any person, including any credit assessment or debt collection agency, for any purpose in the course of the Company's business, including credit assessment and debt collecting. The Customer consents to any person providing the Company with such information.

8.2 The Customer agrees that the Company may use, for lawful purposes, any information it has about the Customer relating to the Customer's creditworthiness. Without limiting the provisions of clause 7, the Customer understands that:

(a) The Company is asking the Customer for personal information for the purpose of:

(i) obtaining a credit report on the Customer to help assess the Customer's creditworthiness for the purpose of the Company opening or reviewing a trading account for the Customer; and

(ii) registering the security interest created by clauses 5 and 6 under the PPSA.

(b) The Company will give the Customer's personal information to:

(i) a credit checking bureau of the Company's choice, and that bureau will hold that information on their system and use it to provide their credit reporting service; and

(ii) the Registrar of Personal Property Securities, and the Registrar will hold that information on the PPSR which will be available for searching by the public in accordance with the PPSA.

8.3 The credit reporting bureau will provide the Company with information about the Customer for the purposes outlined in clause 8.2(a)(i), and when other customers of the credit checking bureau use the credit reporting service, the credit checking bureau may give the information to those customers too.

8.4 The Company may use the credit checking bureau's credit reporting services in the future for purposes related to the provision of credit to the Customer (including personal credit checks against the Customer), and this may include the use of monitoring services to receive updates if any of the information held about the Customer changes.

8.5 If the Customer defaults in the Customer's payment obligations to the Company, information about that default may be given to the credit reporting bureau and may be provided to other users of that service.

8.6 The Customer has a right of access to, and may request correction of, personal information held by the Company or a third party about the Customer. For those purposes, the Customer understands that he or she may contact the Company at the address set out in the application for credit account to which these terms of trade relate.

9. Variation and Amendment

9.1 *ARCSMITH Pty Ltd* (the Company) may amend or vary these terms of trade from time to time by providing written notice to the Customer or by publishing the updated terms on its website.

9.2 The Customer shall, in respect of the supply of any particular goods or services by the Company to the Customer, be bound by the terms of trade applicable at the time of sale of those goods or services, provided that any such amendment will apply to all orders placed or electrical services requested by the Customer after the date of the notice or publication.

9.3 A copy of the latest version of the terms will be available upon request or accessible via the Company's digital platforms.

10. General Provisions

10.1 Entire Agreement: Unless expressly provided otherwise in a separate written agreement signed by both parties, these terms of trade, together with the approved application for a credit account, constitute the entire agreement between *ARCSMITH Pty Ltd* (the Company) and the Customer relating to the supply of goods and services.

10.2 Severability: Each provision of these terms of trade is severable in whole or in part. If any provision or part of a provision is held to be illegal, invalid, or unenforceable for any reason, that provision will be severed, and the remainder of these terms of trade will remain in full force and effect.

10.3 Governing Law and Jurisdiction: These terms of trade are governed by, and must be construed in accordance with, the laws of Queensland. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and any courts competent to hear appeals from them.