

## Definitions

“**ACL**” means the *Australian Consumer Law*.

“**Acceptable Quality**” is given the same definition under the *ACL*.

“**Agreement**” means the agreement between Directitude Services and the Customer consisting of the terms and conditions set out in this Terms of Business, supplier invoices and any other schedules or annexures attached hereto

“**Customers**” means the purchaser or customer, firm or corporation of the Goods to whom the sales order and/or Invoice is issued.

“**Deposit**” means the deposit amount as stipulated on the relevant documents at the time of signing the Agreement

“**Directitude Services**” means Directitude Services Pty Ltd ACN 663 205 874, or any of its related bodies corporate (as that term is defined in the *Corporations Act 2001 Cth*) and is the supplier of Goods to the Customer.

“**Goods**” means all equipment, machinery, materials, supplies, services and the like to be provided by Directitude Services under this Agreement.

“**GST**” means any goods and services tax including the tax imposed under *A New Tax System (Goods and Services Tax) Act 1999 Cth* as amended from time to time.

“**Loss**” means any damage, loss, liability, expense or costs whether direct or indirect, consequential or incidental.

“**Purchase Price**” means the price stated in any quote or invoice to which the Goods or services relate.

“**PPSA**” means the *Personal Property Securities Act 2009 (Cth)* and any other legislation and regulations in respect of it and the following words in the PPSA clause of this document have the respective meanings given in the PPSA; collateral, financing change statement, financing statement, interested person, purchase money security interest, register, registration, security agreement, security interest, proceeds and verification statement.

“**Terms**” means the terms contained in this Terms of Business, invoice, sales order, quotes and any other schedule or annexure attached hereto.

“**Terms of Business**” means these terms contained herein the terms of business and any other schedule or annexure hereto.

## 1. Application of Trading Terms and Conditions

1.1. All orders placed by Customer (“Customer”) with Directitude Services Pty Ltd (“Directitude Services”) will be subject to these Terms. Directitude Services may vary these Terms from time to time in writing and such variations will be deemed accepted by Customer and operate as a variation of these Terms by Customer placing subsequent order for goods with Directitude Services.

1.2. Directitude Services may determine in its sole discretion any credit limit granted to Customer from time to time.

1.3. Directitude Services may withdraw or reduce Customer's credit limit at any time if Customer breaches these Terms and/or Directitude Services considers, acting reasonably, that it is likely Customer will breach these Terms. For the avoidance of doubt, Directitude Services is not obliged to give prior notice of any such withdrawal or reduction to Customer or any Guarantor(s).

## 2. Prices

2.1. All prices, whether by a quotation or invoice, are in Australian dollars (AUD) and are exclusive of GST.

2.2. Where goods and/or services ordered are sold on a GST exclusive basis, Customer must also pay Directitude Services an amount equivalent to Directitude Services' GST liability in addition to the GST exclusive purchase price payable for those goods.

2.3. Where goods and/or services ordered are subject to any State or Federal tax or duty (other than GST), then any price quoted by Directitude Services will include such taxes or duties.

2.4. If Customer varies any order, Directitude Services may charge Customer additional reasonable costs incurred by Directitude Services as a consequence of such variation, the variation may be provided to the Customer by way of an additional invoice.

2.5. Prices quoted by Directitude Services do not include delivery costs unless expressly confirmed in writing by Directitude Services and Customer must pay or reimburse Directitude Services for Directitude Services' reasonable delivery costs.

2.6. Directitude Services may request, at its sole discretion, Customer to pay a portion of the purchase price (“Deposit”) before Directitude Services manufactures the goods.

2.7. Customer acknowledges and agrees the Deposit is non-refundable and, if Customer fails to pay the balance purchase price to Directitude Services in accordance with these Terms, Directitude Services will be entitled, after 7 days written notice to forfeit and apply the Deposit to any costs or expense incurred by Directitude Services in manufacturing or preparing to manufacture the goods.

## 3. Invoice

3.1. Subject to clause 3.2, Directitude Services will invoice Customer upon the collection, delivery or installation of the goods ordered.

3.2. Notwithstanding clause 3.1, Directitude Services reserves the right to invoice Customer:

3.2.a. at any time for the work in progress on any order; and/or

3.2.b. prior to the collection, delivery or installation of goods or the performance of services the subject of any order.

3.3. Where goods or services are supplied by Directitude Services, Customer acknowledges and agrees that any tax invoice or (where elected by Directitude Services) progress claim issued by Directitude Services will be a “payment claim” for the purposes of the Building & Construction Industry Security of Payment Act 2002 or any equivalent legislation.

## 4. Payment

4.1. If Directitude Services agrees to supply goods and/or services to Customer on credit terms:

4.1.a. Customer must pay for goods and/or services ordered during a given month within 14 days of when the goods and/or services are delivered or supplied to Customer by Directitude Services or within such other period as confirmed in writing by Directitude Services.

4.1.b. If payment is not made by Customer in accordance with clause 4.1(a), Directitude Services may (in addition to any other rights it has) charge Customer interest at the rate of 16 % per annum. (or such other rate as Directitude Services notifies Customer from time to time) on each overdue account. Interest shall accrue from the due date for payment of each account until the date of payment.

4.1.c. Customer acknowledges and agrees that, regardless of any security held or any action taken by Directitude Services against another person to recover any payment due but unpaid, including without limitation under the Securities of Payment Act 2002, Customer remains liable to pay Directitude Services in accordance with clauses 4.1(a) and 4.1(b) and Directitude Services will be entitled to take such recovery action it considers appropriate against Customer and any Guarantor under these Terms.

4.2. If Directitude Services agrees to supply goods and/or services other than on credit terms Customer must pay in full before the goods will be supplied or manufactured or the services performed. This clause 4.2 is for Directitude Services' benefit and may be waived by Directitude

Services, in which case clause 4.1 applies.

- 4.3. Directitude Services may, in its sole discretion, elect to waive the requirements in clause 4.2 and instead agree for Customer to pay for goods and/or services by direct deposit or credit card after the goods or services have been supplied/performed. If this clause 4.3 applies Customer warrants by signing these Terms that there will be no impediment to clearance of funds immediately.

## 5. Collection and Delivery of Orders

- 5.1. For the purposes of these Terms, the expression “delivery” in relation to goods supplied by Directitude Services includes delivery:
- 5.1.a. to the business address of Customer’s nominated transport company;
  - 5.1.b. to the address of Customer’s nominated agent;
  - 5.1.c. to Customer’s nominated delivery address; or
  - 5.1.d. to the address appearing on any purchase order or invoice for the goods.
- 5.2. If Directitude Services agrees to deliver goods ordered by Customer, then that obligation and every obligation of Directitude Services in these Terms are to the maximum extent possible discharged upon delivery.
- 5.3. Any date or time quoted by Directitude Services for the collection or delivery of goods is, unless otherwise agreed by Directitude Services, an estimate only. Directitude Services may, in its sole discretion, agree to fix a time for collection or delivery of goods if the request is made by Customer at the time the order is placed.
- 5.4. Any failure by Directitude Services to allow collection or effect delivery of goods at the time or times requested by Customer will not entitle Customer to:
- 5.4.a. cancel any order; or
  - 5.4.b. refuse to collect or accept delivery of any order; or
  - 5.4.c. terminate any agreement for the supply of the goods or to claim damages for any loss, including consequential loss, or to raise any set-off against Directitude Services whatsoever.
- 5.5. Directitude Services reserves the right, at its sole discretion, to deliver goods by instalments and each instalment will be may deemed to be sold under a separate contract. Any failure by Directitude Services to deliver any instalment on time or at all will not entitle Customer to terminate or repudiate these Terms in whole or in part.
- 5.6. Directitude Services reserves the right to:
- 5.6.a. sell or dispose of any goods:
    - (i) not collected by Customer; or
    - (ii) where Customer refuses to accept delivery of those goods, within 30 days of Directitude Services notifying Customer goods are available for collection and/or delivery;
  - 5.6.b. apply the proceeds of sale of any goods sold or disposed in accordance with clause 5.6(a) of these Terms to the costs incurred by Directitude Services in manufacturing and/or selling the goods; and
  - 5.6.c. recover charges for storage if Customer fails to collect or accept delivery of any goods on time.
- 5.7. Notwithstanding clause 5.6, any shortfall will remain a debt owed by Customer to Directitude Services which Directitude Services will be entitled to enforce in addition to any other rights it has under this Agreement or arising under law.

## 6. Cancellation

- 6.1. If Customer cancels an order for goods Customer must, within 14 days of receipt of a written notice from Directitude Services, reimburse Directitude Services for all costs incurred by Directitude Services in manufacturing or preparing to manufacture those goods.
- 6.2. Any failure by Customer to reimburse Directitude Services

in accordance with clause 6.1 of these Terms will result in a debt owed by Customer to Directitude Services which Directitude Services will be entitled to enforce in addition to any other rights it has under this Agreement or arising under law.

## 7. Inspection

- 7.1. Customer will inspect the goods comprised in any order immediately upon collection or delivery.
- 7.2. To the maximum extent permitted by law, Directitude Services will not consider any claim for mis-delivery, shortage, defect or damage to goods supplied unless such claim is in writing and received within 7 days from the date of collection or delivery of the goods.

## 8. Title and Risk

- 8.1. Title in and to the Goods, the subject of an invoice, shall not pass to the Customer until payment in full for all Goods is made.
- 8.2. The Customer acknowledges and accepts that until full payment is made for the Goods, the Customer holds and is in possession of the Goods as bailee and agent for and on behalf of Directitude Services and that a fiduciary relationship exists between the Customer and Directitude Services.
- 8.3. Risk in all goods supplied by Directitude Services shall pass to Customer upon their collection or delivery or, where Customer fails to collect or accept delivery of the goods on time, upon Directitude Services first making the goods available for collection or attempting to effect delivery of the goods.
- 8.4. Directitude Services will retain legal ownership of all goods supplied to Customer until Customer makes payment in full of all moneys owing to Directitude Services.
- 8.5. Customer irrevocably grants to Directitude Services, its agents and servants an unrestricted right and licence to enter, without notice, premises occupied by Customer to identify and remove any goods the property of Directitude Services including goods sold but not paid for.
- 8.6. Directitude Services will have the right to sell or dispose of any goods removed pursuant to clause 8.3.

## 9. Force Majeure

- 9.1. Directitude Services will not be liable for any loss, damage, cost or expense suffered by Customer as a result of any delay or failure by Directitude Services to supply any goods where such delay or failure is due (whether in whole or in part) to any cause or circumstance beyond Directitude Services’ control.

## 10. Trusts and Trustees

- 10.1. If Customer is a Trustee of any trust, whether or not disclosed to Directitude Services:
- 10.1.a. Customer must produce a stamped copy of the trust deed (with any amending documents) with these Terms;
  - 10.1.b. Customer warrants that it has full power and authority to enter into any agreement with Directitude Services on behalf of the trust and that Customer is bound by these Terms both personally and in its capacity as Trustee;
  - 10.1.c. Customer warrants that, in the case of default of these Terms, Directitude Services can enforce any right or remedy accruing to it (under these Terms or otherwise) against any property in which Customer has an interest, whether in its own capacity or as a Trustee or beneficiary of any trust (including, but not limited to, under clause 18).

## 11. Means and Ability

- 11.1. Customer warrants that it has and will continue to have the ability to pay all of its debts as and when they fall due and payable.

## 12. Default

- 12.1 Customer will be in default of these Terms if:
- 12.1.a. Customer fails to comply with any of these Terms; or
  - 12.1.b. Customer, being a natural person or persons, commits any act of bankruptcy; or
  - 12.1.c. being a corporation, passes a resolution for winding up or enters into any arrangement with creditors or a controller (as that term is defined in the Corporations Act 2001 is appointed to any property or assets of Customer.
- 12.2 In the event of default by Customer under these Terms:
- 12.2.a. all moneys owing to Directitude Services shall, at the option of Directitude Services, become immediately due and payable; and
  - 12.2.b. Directitude Services may, without notice and in addition to any other rights it may have:
    - (i) suspend or cancel any credit account provided to Customer;
    - (ii) suspend or cancel any orders placed by Customer; or
    - (iii) exercise its rights under clause 8.3; or
    - (iv) forfeit any Deposit paid and apply the Deposit to any costs incurred by Directitude Services for the purpose of manufacturing the goods; and
    - (v) sell the goods and apply any proceeds from the sale of those goods to costs incurred by Directitude Services in manufacturing the goods.
- 12.3 Clause 12.2 will apply:
- (a) irrespective of the date of supply of the goods or services; and
  - (b) regardless of whether the goods ordered have been collected, delivered or installed.
- 12.4 Notwithstanding clause 12.2, any shortfall will a debt owed by Customer to Directitude Services which Directitude Services will be entitled to enforce.

## 13. Review of Credit Account

- 13.1 Directitude Services may, at any time and in its sole discretion, review any credit account provided to Customer and may, at its option acting reasonably, do any one or more of the following:
- (a) seek further information from Customer regarding Customer's financial position;
  - (b) allow the continuation of the account;
  - (c) increase or decrease the credit limit provided to Customer;
  - (d) amend payment terms; or
  - (e) cancel or suspend credit to Customer.
- 13.2 If Directitude Services cancels, amends or suspends any credit account provided to Customer Directitude Services will inform Customer of any such cancellation or amendment as soon as reasonably practical.
- 13.3 Customer must promptly provide Directitude Services with any further information requested by Directitude Services in accordance with this clause.

## 14. No Liability for Losses

- 14.1 Directitude Services will not be liable for any loss, damage, costs (including legal costs) and expense suffered by Customer by reason of the operation of or the exercise by Directitude Services of any rights, benefits or concessions exercisable in accordance with these Terms.

## 15. Indemnity by Customer

- 15.1 Customer indemnifies Directitude Services against any loss, damage, costs (including legal costs on an indemnity basis) and expense which Directitude Services suffers by reason of:
- 15.1.a. the breach by Customer of these Terms; and
  - 15.1.b. the operation of or the exercise by Directitude Services of the rights, benefits and concessions

exercisable in accordance with these Terms.

## 16. Building & Construction Industry Security of Payments Act 2002

- 16.1 At Directitude Services' sole discretion, if there is any dispute or claims for unpaid goods and/or services then the provisions of the Building and Construction Industry Security of Payments Act 2002) (the "Act") may apply.
- 16.2 Nothing in this agreement is intended to have the affect of contracting out of any provisions of the Act, except to the extent permitted by the Act.

## 17. Guarantee and Indemnity

- 17.1 This clause 17 applies where Directitude Services requires additional guarantee and indemnity to supply goods and/or services on credit terms.
- 17.2 Guarantor promises:
- 17.2.a. that Customer will comply in all respects with these Terms; and
  - 17.2.b. to pay to Directitude Services upon demand all moneys which Customer owes to Directitude Services.
- 17.3 Guarantor indemnifies Directitude Services against all loss, damage, costs (including legal costs on an indemnity basis) and expenses which Directitude Services suffers by reason of Customer's breach of these Terms including any failure to pay any moneys due to Directitude Services.
- 17.4 If Guarantor is a Trustee of any trust, whether or not disclosed to Directitude Services:
- (a) Guarantor must produce a stamped copy of the trust deed (with any amending documents) with these Terms;
  - (b) Guarantor warrants that it has full power and authority to enter into any agreement with Directitude Services on behalf of the trust and that Guarantor is bound by these Terms both personally and in its capacity as Trustee;
  - (c) Guarantor warrants that, in the case of default of these Terms, Directitude Services can enforce any right or remedy accruing to it (under these Terms or otherwise) against any property in which Guarantor has an interest, whether in its own capacity or as a Trustee or beneficiary of any trust (including, but not limited to, under clause 18).
- 17.5 Where this Guarantee is given by more than one person, their liability is both joint and several.
- 17.6 This Guarantee is a continuing guarantee and indemnity for the whole of the moneys owing to Directitude Services from time to time and shall remain in full force and effect until discharged by Directitude Services in writing.
- 17.7 This Guarantee may be enforced against Guarantor without Directitude Services, being first required to exhaust any remedies it may have against Customer or to enforce any security it may hold for the moneys owing.
- 17.8 Guarantor:
- 17.8.a. agrees to allow Directitude Services to provide credit reporting agencies with all information regarding Guarantor permitted by the Privacy Act 1988 (Cth) as amended and any other State or Federal legislation permitting the providing of information to certain persons or entities;
  - 17.8.b. consents to Directitude Services obtaining information regarding Guarantor from credit reporting agencies; and
  - 17.8.c. agrees to provide Directitude Services from time to time (upon request) with a list of the assets and liabilities of Guarantor.
- 17.9 Guarantor acknowledges and agrees that, notwithstanding any action taken by Directitude Services to recover or attempt to recover all or part of any moneys owing by Customer from time to time (including, without limitation, by Directitude Services proving for any debt in an administration, liquidation or other arrangement



affecting Customer), nothing is to be construed as a waiver or compromise of Directitude Service' rights to recover Customer's full liability as against Guarantor under this Guarantee.

## 18. Charging of Interests in Land

18.1 In consideration of the acceptance of any credit application, and as an essential condition of any agreement by Directitude Services to supply goods or services to Customer from time to time, Customer and any Guarantor(s) each jointly and severally, in their own capacities and as Trustees of any trust (whether disclosed or not), hereby:

- 18.1.a. charge all of their interests in any real property (including any leasehold interest) present and future wheresoever situated with the amount of their liability to Directitude Services time to time;
- 18.1.b. agree to sign immediately upon demand by Directitude Services all documents and do all things that Directitude Services may reasonably require to further secure to Directitude Services the amount of the liability of each of Customer and Guarantor(s), including but not limited to executing any guarantee and/or indemnity instruments, mortgage debentures or consents to caveat over any real property (whenever acquired) requested by Directitude Services;
- 18.1.c. for the purposes of giving effect to this clause or any action by Directitude Services to enforce this clause, irrevocably appoint Directitude Services or any person nominated by Directitude Services from time to time to be the duly constituted attorney of each of Customer and Guarantor(s); and
- 18.1.d. the power of attorney in this clause is given by Customer and Guarantor by way of security and is irrevocable.

## 19. Privacy Act

19.1 Each of Customer and Guarantor(s) acknowledge that the information provided in any credit application or order, and to Directitude Services from time to time, is the basis for the evaluation by Directitude Services of Customer's and/or Guarantor's financial standing and creditworthiness and hereby:

- (a) certify that the information is true and correct;
- (b) acknowledge that Directitude Services has informed them, in accordance with the Privacy Act 1988 (Cth) (the "Privacy Act") that certain items of personal information, including an opinion about each of them, are permitted to be kept on a credit information file and may be disclosed by Directitude Services to credit reporting agencies;
- (c) in accordance with the Privacy Act, agree to Directitude Services obtaining from any source, information concerning their commercial activities and credit worthiness and using such information to assess whether to accept any application and/or to provide credit to Customer and/or supply goods or services to Customer from time to time; and
- (d) agree that Directitude Services may give and seek from any source reports and information that has any bearing on Customer's creditworthiness, credit standing or credit history insofar as Directitude Services considers such action to be necessary or desirable to protect or exercise its rights hereunder.

## 20. Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law")

20.1 If Customer is a company, partnership, sole trader or individual with an ABN, then Customer:

- (a) acknowledges that it is acquiring the goods for business purposes and that the provisions of the

Australian Consumer Law are excluded to the maximum extent possible;

- (b) will not do or omit to do anything which gives rise to any liability on Customer's part or on the part of Directitude Services under the Australian Consumer Law; and
- (c) will not make any representation or give any guarantee, warranty or other undertaking in relation to the goods unless that representation, guarantee, warranty or undertaking is approved by Directitude Services.

## 21. Set-off

21.1 Customer authorises Directitude Services to set-off any amount due and payable by Directitude Services to Customer under any agreement with Customer ("Customer Contract") against any amount due and payable by Customer to Directitude Services under any Customer Contract. Any right of set-off under this clause is in addition to any other rights Directitude Services may have at law, under these Terms and/or under any Customer Contract.

## 22. Changes to Business

22.1 Customer and each Guarantor agree to notify Directitude Services immediately of any current or impending changes to Customer's business (that may affect Directitude Services' access to or security of goods). Such changes may include, but are not restricted to, closure of the business, change of ownership or directors, movement of primary place of business, changes to operating hours and/or any financial action (voluntary or otherwise) such as administration, liquidation or receivership.

## 23. Costs

- 23.1 Customer will pay or reimburse to Directitude Services all costs, charges and expenses incurred by Directitude Services including legal costs on a solicitor-client basis, in enforcing any provision of these Terms including the payment of the price by Customer.
- 23.2 Any costs incurred by Directitude Services pursuant to this that are not paid by Customer, may be recovered from Customer by Directitude Services as a liquidated debt.

## 24. Governing Law and Submission to Jurisdiction

- 24.1 These Terms (including any Guarantee) shall be construed in accordance with the laws of Victoria.
- 24.2 Customer submits to the non-exclusive jurisdiction of the courts in the state of Victoria and all courts that hear appeals from those courts.

## 25. Severability

25.1 Any term of these Terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of these Terms is not affected.

## 26. Entire Agreement

26.1 These Terms together with contract, tender proposal, variation notice, progress claim, delivery invoice or receipt constitute the entire arrangements between the parties with respect to its subject matter and supersede all previous agreements and arrangements, whether verbal or written, between the parties with respect to that subject matter.

## 27. Warranty Policy

- 27.1 Directitude Services is committed to providing a manufacture warranty for all of its equipment.
- 27.2 Customer agrees to register the equipment to validate the warranty and take up all warranty inspection and callouts direct with the manufacture past the warranty period.
- 27.3 Warranty is covered when the equipment will be of an Acceptable Quality when Customer uses the equipment in accordance with manufacturer's instructions or user manual ("Instructions"). Acceptable Quality does not imply a lifetime guarantee for the equipment;
- 27.4 In the event the manufacturer warranty doesn't cover the repairs charges will apply.

- 27.5 The Warranty does not cover any fault or defect which is caused (or partly caused) or contributed to, by any way:
- Act or omission, accident, or negligence by Directitude Services or any third party not engaged by you;
  - Any failure by Directitude Services to follow any instructions or guidelines (including any manual) provided by you in relation to the Goods;
  - Reasonable wear and tear of the Goods; or
  - Act of God or force majeure event (including but not limited to war, riot invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond the Customer's reasonable control)

## 28. Warranty Claim Procedure

28.1 The following procedure must be followed to claim under warranties:

- Refer to the handover manual for trouble-shooting Instructions to establish the nature of the fault. Check the equipment is plugged-in, turned-on or has no other valid reason for not operating.
- If step (a) does not overcome the issue, you should report contact the distributors technical team on the number provided whom can assist you with further trouble- shooting. If the issue is not resolved the fault with the equipment you should refer the warranty department to completing a Warranty Request Form and arranging a service call.
- To complete the Warranty Request Form you require the following information:
  - proof of purchase stating model number and date of purchase;
  - the serial number of the equipment (this is located on the ratings plate sticker);
  - a description of the fault/problem;
  - your company details including the exact location of the equipment; and
  - any restrictions on times or methods of access to the equipment.

Directitude Services only assist with warranty claims within 12 months of installation and will not arrange a call out until it receives the above information from you in writing.

- Upon receipt of a properly completed Directitude Services Warranty Request Form, Directitude Services will check its records to confirm whether the equipment is eligible for warranty repair.
- Customer must pay all costs associated with a call-out for work that is not related to warranty repairs or outside Directitude Services' Terms immediately.

## 29. Timing of Warranty Services

29.1 Directitude Services will comply with its warranty liabilities contained in these Terms in a timely manner.

## 30. General Maintenance and Repairs

30.1 The equipment must be repaired and maintained by a qualified technician. Directitude Services can offer a list of qualified technicians who can service and repair the equipment. Regular preventative maintenance should be carried out as per the manufactures instructions.

## 31. PPSA

31.1 The Customer acknowledges and agrees that this Agreement is a security agreement and creates a purchase money security interest in favour of Directitude Services in accordance with the Personal Properties Securities Act (Cth) (**PPSA**).

31.2 Directitude Services must ensure that any proceeds are and remain identifiable or traceable in respect of the particular Goods from which they are derived or to which they relate.

31.3 Nothing in this document may be construed as an

agreement or consent by Directitude Services to:

- subordinate any security interest granted in favour of Directitude Services in favour of any person; or
- defer of postpone the date of attachment of any security interest granted in favour of Directitude Services.

31.4 The Customer consents to Directitude Services effecting and maintaining a registration on the PPS register (in any manner Directitude Services, or Directitude Services' solicitors, considers appropriate) in relation to any security interest contemplated or constituted by this document in the Goods and the proceeds arising in respect of any dealings in the Goods.

31.5 The Customer agrees to sign any documents and provide all assistance and information to Directitude Services required to facilitate the registration and maintenance of any security interest. Without limitations, Directitude Services may at any time register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest).

31.6 Directitude Services waives the right to receive notice of a verification statement in relation to any registration on the register of a security interest in respect of the Goods.

31.7 The Customer undertakes to:

- not, without the written consent of Directitude Services, create or cause to be created a security interest over, or in respect of its rights in, the Goods, other than a security interest arising under this document and other than a security interest granted by the Customer in all of its assets in favour of a bank or similar financial institution.
- do anything (in each case, including executing any new document or providing any information) that is required by Directitude Services:
  - to ensure that the security interest is enforceable against third parties, and is otherwise effective;
  - so that Directitude Services acquires and maintains one or more perfected security interests of the highest priority available in respect of the Goods and any proceeds
  - to register a financing statement or financing change statement; and
  - to ensure that Directitude Services' security position, and rights and obligations, are not adversely affected by the PPSA; and
- immediately notify Directitude Services if any other person attempts to enforce a security interest in the Goods;
- not change its details recorded in a financing statement without giving Directitude Services 10 business days' notice.

31.8 Directitude Services and the Customer acknowledge that confidentiality shall not apply to the extent required for compliance with Part 8.4 of the PPSA and for the purpose of allowing Directitude Services to obtain a credit report in respect of the Customer.

Upon passing of title of the Goods to the Customer, in accordance with clause 8, Directitude Services undertakes to access the PPSR and release the security interest granted by the Customer.

31.9 The Customer acknowledges that it must comply with all its legal obligations, under the PPSA and otherwise, when seeking to sell the Goods to a third party in the ordinary course of its business.

31.10 The Customer acknowledges that it must give notice of the security interest to a third party in the ordinary course of its business.



# TERMS OF BUSINESS

32. [Directitude Services Contact](#)  
Details 3 Bubeck Street,  
Sunbury, Victoria, 3429  
Phone: 03 9740 9039  
Email: [info@directitude.com.au](mailto:info@directitude.com.au)

## ACKNOWLEDGMENT OF TERMS AND CONDITIONS

I/We the authorised officer(s), acknowledge that I/we have read, understood and agree to the terms and conditions of Directitude Services and agree that I/we will abide by the terms of Business.

Signature: -----

Print Name: -----

Dated: -----

Signature: -----

Print Name: -----

Dated: -----