

General Terms and Conditions of Trade for Services

1. Services

- 1.1 The Services shall be as described on any invoices, quotation, work authorisation, or any other forms which are provided by WESTCOAST CUSTOM TRUCKS Pty Ltd T/AS Westcoast Express (hereinafter referred to as WCCT) to the Client.

2. Price and Payment

- 2.1 The Price shall be as indicated on invoices provided by WCCT to the Client in respect of the Services supplied.
- 2.2 Time for payment for the 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 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by WCCT.

3. Default and 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 (10%) per calendar month (and at WCCT's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 3.2 If the Client owes WCCT any money the Client shall indemnify WCCT from and against all costs and disbursements incurred by WCCT in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own Client basis, WCCT's collection agency costs, and bank dishonour fees).

4. Defects, Warranties and the Competition and Consumer Act 2010 (CCA)

- 4.1 The Client must inspect WCCT's Services on completion of the Services and must within seven (7) days notify WCCT in writing of any evident defect in the Services provided (including WCCT's workmanship) or of any other failure by WCCT to comply with the description of, or quote for, the Services which WCCT was to supply. The Client must notify any other alleged defect in WCCT's Services as soon as is reasonably possible after any such defect becomes evident. Upon such notification the Client must allow WCCT to review the Services that were provided.
- 4.2 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**).
- 4.3 WCCT acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 4.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, WCCT makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services. WCCT's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 4.5 If the Client is a consumer within the meaning of the CCA, WCCT's liability is limited to the extent permitted by section 64A of Schedule 2.
- 4.6 If WCCT is required to rectify, re-supply, or pay the cost of re-supplying the Services under this clause or the CCA, but is unable to do so, then WCCT may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services which have been provided to the Client which were not defective.
- 4.7 If the Client is not a consumer within the meaning of the CCA, WCCT's liability for any defective Services is:
- limited to the value of any express warranty or warranty card provided to the Client by WCCT at WCCT's sole discretion;
 - otherwise negated absolutely.
- 4.8 Notwithstanding clauses 4.1 to 4.7 but subject to the CCA, WCCT shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

- interference with the Services by the Client or any third party without WCCT's prior approval;
- the Client failing to follow any instructions or guidelines provided by WCCT;
- fair wear and tear, any accident, or act of God.

5. Privacy Act 1988

- 5.1 The Client agrees for WCCT to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by WCCT.
- 5.2 The Client agrees that WCCT may exchange information about the Client with those credit WCCTs either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- to assess an application by the Client; and/or
 - to notify other credit WCCTs of a default by the Client; and/or
 - to exchange information with other credit WCCTs as to the status of this credit account, where the Client is in default with other credit WCCTs; and/or
 - to assess the creditworthiness of Client.
- The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit WCCTs are allowed to exchange under the Privacy Act 1988.
- 5.3 The Client consents to WCCT being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 5.4 The Client agrees that personal credit information provided may be used and retained by WCCT for the following purposes and for other purposes as shall be agreed between the Client and WCCT or required by law from time to time:
- provision of Services; and/or
 - marketing of Services by WCCT, its agents or distributors in relation to the Services; and/or
 - analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or
 - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - enabling the daily operation of the Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.
- 5.5 WCCT may give information about the Client to a credit reporting agency for the following purposes:
- to obtain a consumer credit report about the Client;
 - allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 5.6 The information given to the credit reporting agency may include:
- personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
 - details concerning the Client's application for credit or commercial credit and the amount requested;
 - advice that WCCT is a current credit WCCT to the Client;
 - 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;
 - that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - information that, in the opinion of WCCT, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
 - advice that cheques drawn by the Client have been dishonoured more than once;
 - that credit provided to the Client by WCCT has been paid or otherwise discharged.