

TONER WAREHOUSE PTY LTD

CASH TRADING ACCOUNT APPLICATION

APPLICANT INFORMATION

Date of Application / /

Will you be reselling the products purchased from Toner Warehouse Pty Ltd? Please circle: YES / NO

Business Name:

Trading As:

ABN:

ACN:

Registered Address:

Suburb:

State:

Postcode:

Trading Address:

Suburb:

State:

Postcode:

CONTACT DETAILS

Phone (Landline):

Fax:

Mobile:

Email:

ACCOUNTS PAYABLE CONTACT DETAILS (REQUIRED)

Accounts Payable Contact Name:

Phone:

Email Address:

Fax:

BUSINESS CATEGORY

Which category best describes your business (circle all that apply):

POST OFFICE

NEWSAGENCY

ONLINE RESELLER

RETAIL STATIONERY

RETAIL COMPUTERS

CORPORATE SUPPLIES

CONSUMABLE RETAIL

OTHER RETAIL

OTHER WHOLESALE

OTHER (please specify)

REQUIRED:

You must be a business registered with an ABN to apply for a Cash Trading Account.

The attached Conditions of Sale must be signed in conjunction with this application.

SIGNATURE

I authorise Toner Warehouse Pty Ltd to verify the information provided on this form

The person signing this form certifies they are an authorised representative of the business and is authorised to sign this form on behalf of the customer.

Print name of applicant

Print name of Witness

Signature of applicant

Signature of Witness

Toner Warehouse Pty Ltd

Unit G, 134 -140 Old Pittwater Road, Brookvale NSW 2100

PO Box 7381, Warringah Mall, Brookvale, NSW, 2100

Ph: 02 8977 4700 Fax: 02 8977 4799

ABN 78 158 802 236

www.tonerwarehouse.com.au

sales@tonerwarehouse.com.au

CONDITIONS OF SALE

1. DEFINITIONS & INTERPRETATION

1.1 **Toner Warehouse** means Toner Warehouse Pty Ltd ABN 78 158 802 236, and its subsidiaries, successors, assigns associated entities, connected entities and related entities, and their servants and/or agents, and when used, the words "we", "us", and "our" are references to Toner Warehouse; **Collateral Documents** means any Sale Delivery Dockets, Orders, quotations, invoices, guarantees or other documents which form or describe the subject matter of an agreement entered into in accordance with the Conditions of Sale, but does not include any descriptions, illustrations and performances contained in catalogues, price lists and advertising material; **Conditions of Sale** means any terms and conditions of quotation, supply and or sale of Toner Warehouse that are notified by Toner Warehouse to the Customer (whether in a Collateral Document or otherwise) and include these conditions of sale and any Purchase Agreement; **Customer** means the person who purchases the Products and when used, the words "you" and "your" are references to the Customer; **Event of Default** means (i) the Customer fails to pay for Products in accordance with the Conditions of Sale; (ii) the Customer is in breach of its obligations under the Conditions of Sale; or (iii) there is an Insolvency Event; **Insolvency Event** means for the Customer, as applicable, being in liquidation or provisional liquidation, bankruptcy or under administration, having a controller (as defined in the Corporations Act 2001) or analogous person appointed to the Customer or any of the Customer's property, being taken under section 459F(1) of the Corporations Act 2001 to have failed to comply with a creditor's statutory demand, being unable to pay the Customer's debts as and when they fall due and payable, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing the Customer's own affairs for any reason, taking any step that could result in the Company becoming insolvent, entering into a compromise or arrangement with any of the Customer's members or creditors, or any analogous event; **Interest Rate** means the rate of 15% per annum; **Officer** means each director, secretary, credit manager and authorised representative of Toner Warehouse; **Order** means a purchase order or offer from the Customer which has been accepted by Toner Warehouse but excludes any terms and conditions of the Customer that may be on the Order or offer to purchase or any other documentation of the Customer associated with any Order; **Payment Date** means within 30 days of the date of statement from Toner Warehouse to the Customer, or as Toner Warehouse may otherwise notify the Customer of in writing; **Products** means any products of Toner Warehouse being IT consumables and hardware including without limitation inkjet cartridges, Laser toner cartridges, Copier toner, Thermal transfer films, Imaging and transfer units, Inkjet and laser paper, Mono and Colour laser printers, P-Touch laminated tapes, CD and DVD media, Data storage media, USB flash drives and Compact flash / SD cards, supplied by Toner Warehouse to the Customer, or ordered by the Customer but not yet supplied, and includes the Services; **Sale Delivery Docket** means, if applicable, Toner Warehouse' docket provided upon Delivery; **Services** means any service supplied by Toner Warehouse to the Customer, being IT consumables and hardware supply and distribution services.

2. ORDERS

2.1 Each Order shall constitute an offer by you to purchase from us the Products specified in such order. If we decide to accept an Order, an agreement ("**Purchase Agreement**") shall have been entered into between you and us in relation to the Products on the terms and conditions contained in the Conditions of Sale.

2.2 Orders must clearly state an order number, date of order and requested delivery date.

2.3 Toner Warehouse reserves the right to amend the price of any Products the subject of the Order at any time up to Delivery.

2.4 Within a reasonable time after receipt of the Order and with the Customer being notified, Toner Warehouse may, for any reason, decide not to supply the Products the subject of the Order.

2.5 Toner Warehouse is not liable to the Customer for any loss or damage suffered as a result of the non-supply of any Products.

2.6 Toner Warehouse may require the Customer to provide documents or further information as part of the Order, and if Toner Warehouse does so it shall not be obliged to consider an Order until such documents and further information have been provided.

2.7 An Order may be revoked by the Customer at any time prior to acceptance by Toner Warehouse, but if written notice of revocation from the Customer is not actually received by Toner Warehouse prior to acceptance, the revocation shall be ineffective and the Customer shall be bound by the Conditions of Sale, and the Customer must pay to Toner Warehouse any costs and expenses incurred by Toner Warehouse of and incidental to such Order.

2.8 For the avoidance of doubt, no terms or conditions of the Customer are binding on Toner Warehouse unless expressly agreed to in writing by Toner Warehouse.

3. DELIVERY

3.1 Delivery is taken to be when the Products leave Toner Warehouse's premises, either by collection by you or by delivery pursuant to your specific request.

3.2 The Customer must pay all delivery charges incurred at cost plus sales tax / GST and other relevant charges prevailing at that time.

3.3 is not responsible for the loading or transportation of the Products unless otherwise agreed to by Toner Warehouse.

3.4 The Customer bears all costs and risks involved in taking the Products from Toner Warehouse' premises, irrespective of the type of Delivery..

3.5 Any timeframes for Delivery quoted by Toner Warehouse are estimates only.

3.6 Delivery may, in Toner Warehouse' absolute discretion, be by way of partial deliveries. Each partial delivery may be invoiced separately, and will be a separate Purchase Agreement.

3.7 If Toner Warehouse fails to deliver some or all of the Products pursuant to a Purchase Agreement and/or the Conditions of Sale, the Customer will not be entitled to cancel the Purchase Agreement or any other Order or Purchase Agreement.

3.8 If you take advantage of our shipment facilities please note that if Products have to be re-delivered because you are not available to accept the Products, Toner Warehouse is charged for each additional attempt. You agree to reimburse us for all such additional delivery costs. We will invoice you on a separate invoice for these additional delivery costs, and you agree to pay any such invoices on or before the Payment Date or on the terms contained in the invoice, whichever is the earlier in time for payment.

4. RISK

4.1 Notwithstanding any arrangements that may have been made, risk in the Products passes to the Customer on Delivery or upon collection by the Customer.

5. PAYMENT

5.1 Payment is due on or before the Payment Date, without deduction or set off.

5.2 Amounts received by Toner Warehouse may be applied by Toner Warehouse in its absolute discretion including first toward payment of interest, costs and expenses payable to Toner Warehouse under these Conditions of Sale or any Purchase Agreement, before being applied against any amounts invoiced for Products which remain unpaid from time to time.

5.3 Payments by credit card will incur a surcharge (plus GST).

5.4 Returned cheques will incur a dishonour fee (excluding GST).

6. INTEREST

6.1 The interest rate on any outstanding debts is a fixed rate of 15 percent per annum.

7. CLAIMS, RETURNS AND CREDITS

7.1 Claims for shortages and breakages must be made immediately upon Delivery, and must include Toner Warehouse' invoice number and date, failing which the claim will not be accepted by Toner Warehouse.

7.2 Credits sought for returned Products are at Toner Warehouse' discretion. Where accepted, Toner Warehouse may charge a reasonable administration fee in respect of all returned Products. For the avoidance of doubt, no Products for which the shelf life has expired will be accepted for return.

7.3 Products, in respect of which a credit is sought and approved by Toner Warehouse, must be returned to Toner Warehouse' premises within 14 days from date of invoice, freight free, in good and saleable condition, in the original containers and packaging in which they were supplied and accompanied by the number and date of Toner Warehouse' supplying invoice.

8. CHARGE

8.1 The Customer hereby charges with payment of all moneys and compliance with all obligations owed by the Customer to Toner Warehouse under the Conditions of Sale all beneficial interest (freehold and leasehold) in real property, held now or in the future by the Customer. The Customer agrees that if demand is made upon it, him or her by Toner Warehouse, the Customer will immediately execute a mortgage in registrable form. The Customer unconditionally consents to Toner Warehouse lodging a caveat or caveats noting its interest pursuant to this equitable mortgage. The Customer irrevocably and by way of security appoints Toner Warehouse or any Officer to be its, his or her true and lawful attorney to execute and register such instruments, including and without limiting the generality of the foregoing, executing and registering a mortgage over any real property held now or in the future by the Customer. The Customer authorises the attorney appointed pursuant to this clause to enter into conflict transactions within the meaning of the *Powers of Attorney Act 1998*.

8.2 The Customer charges in favour of Toner Warehouse all of its estate and interest in any personal property that the Customer owns at present and in the future with the amount of its indebtedness hereunder until discharged.

9. TITLE AND PROPERTY

- 9.1 Title in the goods does not pass to the Customer until the Customer has made payment in full for the goods and, further, until the Customer has made payment in full of all the other money owing by the Customer to Toner Warehouse (whether in respect of money payable under a specific contract or on any other account whatsoever).
- 9.2 Whilst the Customer has not paid for the goods supplied in full at any time, the Customer agrees that property and title in the goods will not pass to the Customer and Toner Warehouse retains the legal and equitable title in those goods supplied and not yet sold.
- 9.3 Until payment in full has been made to Toner Warehouse, the Customer will hold the goods in a fiduciary capacity for Toner Warehouse and agrees to store the goods in such a manner that they can be identified as the property of Toner Warehouse, and will not mix the goods with other similar goods.
- 9.4 The Customer will be entitled to sell the goods in the ordinary course of its business, but until full payment for the goods has been made to Toner Warehouse, the Customer will sell as agent and bailee for Toner Warehouse and the proceeds of sale of the goods will be held by the Customer on trust for Toner Warehouse absolutely.
- 9.5 The Customer's indebtedness to Toner Warehouse, whether in full or in part, will not be discharged by the operation of clause 15.4 hereof unless and until the funds held on trust are remitted to Toner Warehouse.
- 9.6 The Customer agrees that whilst property and title in the goods remains with Toner Warehouse, Toner Warehouse has the right, with or without prior notice to the Customer, to enter upon any premises occupied by the Customer (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Customer) to inspect the goods of Toner Warehouse and to repossess the goods which may be in the Customer's possession, custody or control when payment is overdue.
- 9.7 The Customer will be responsible for Toner Warehouse's costs and expenses in exercising its rights under clause 15.6. Where Toner Warehouse exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Customer against Toner Warehouse, its employees, servants or agents.
- 9.8 The Customer agrees that where the goods have been retaken into the possession of Toner Warehouse, Toner Warehouse has the absolute right to sell or deal with the goods, and if necessary, sell the goods with the trademark or name of the Customer on those goods, and the Customer hereby grants an irrevocable licence to Toner Warehouse to do all things necessary to sell the goods bearing the name or trademark of the Customer.
- 9.9 For the avoidance of doubt, Toner Warehouse's interest constitutes a 'purchase money security interest' pursuant to the PPSA.

10. SECURITY INTEREST

- 10.1 The Conditions of Sale constitutes a security agreement.
- 10.2 The Customer grants a security interest in all Products supplied to the Customer under the Conditions of Sale.
- 10.3 Without limiting sub-clause 2. above and the operation of the Conditions of Sale generally, the retention of title arrangement described in the "Title and Property" clause above constitutes the grant of a purchase money security interest by the Customer in favour of Toner Warehouse in respect of all present and future acquired Products.
- 10.4 The Customer must immediately upon request by Toner Warehouse, sign any documents, provide all necessary information and do all things required by Toner Warehouse to ensure that Toner Warehouse' purchase money security interest is a perfected security interest.
- 10.5 The Customer must not enter into any security agreement that allows any other person to have or to register a security interest in relation to the Products or any proceeds of sale of the Customer of the Products until Toner Warehouse has a perfected security interest and if applicable, a perfected purchase money security interest.
- 10.6 In accordance with section 115 of the PPSA, for any Products supplied that are not products that are used predominantly for personal, domestic or household purposes:
- (a) The Customer and Toner Warehouse hereby agree to contract out of sections 95, 118, 121(4), 130, 132(4), 135, 142 and 143 of the PPSA; and
- (b) The Customer waives any rights the Customer may have to:
- (i) receive any notices the Customer may be entitled to receive under sections 95, 118, 121, 130, 132 or 135;
- (ii) receive a copy of any financing statement or any financing change statement registered by Toner Warehouse, or any verification statement confirming such registration, in respect of any security interest Toner Warehouse may have in the Products;
- (iii) apply to a court for an order concerning the removal of an accession under section 97; and
- (iv) object to a proposal of Toner Warehouse to dispose or retain any collateral under sections 130 and 135.
- 10.7 For the purposes of this clause: "PPSA" means the Personal Property Securities Act 2009, and the expressions "accession", "collateral", "financing statement", "financing change statement", "security agreement", "security interest", "perfected security interest", "purchase money security interest" and "verification statement" have the meanings given to them by the PPSA, and references to sections are sections of the PPSA.
- 10.8 The Customer's payment will be applied by Toner Warehouse as follows.
- (a) Firstly, in payment of any and all collection costs and legal costs in accordance with clause 15.6.
- (b) Secondly, in payment of any interest incurred in accordance with clause 5.1.
- (c) Thirdly, in payment of the outstanding invoice(s).
- 10.9 The Supplier may apply and allocate payments received by, or on behalf of, the Customer in a manner in Toner Warehouse's absolute and unfettered discretion, including so as to attribute the payments to satisfy obligations which are or are not secured by a purchase money security interest or otherwise.
- 10.10 To the extent that payments have been allocated to invoices by Toner Warehouse in its business records, Toner Warehouse may, in its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at any time whatsoever.
- 10.11 Payments allocated (and/or reallocated) under clause 16.8 and/or 16.9 will be treated as though they were allocated or reallocated, respectively, in the manner determined by Toner Warehouse on the date of receipt of payment.

11. LIABILITY

- 11.1 Toner Warehouse makes no express warranties in respect of the Products.
- 11.2 To the extent permitted by law, Toner Warehouse excludes all:
- (a) implied warranties in respect of the Products that would otherwise be implied by law into the Conditions of Sale; and
- (b) liability to the Customer for any loss (including loss of profits and any direct, indirect, special or consequential losses), or for any damages to persons or property, or for death or injury caused by an act or omission (including negligent acts or omissions) by Toner Warehouse, its employees, contractors or agents and/or arising in any way out of the use of the Products, or delay in delivery or non-delivery.
- 11.3 Where the preceding paragraphs cannot legally operate and to the extent permitted by law, Toner Warehouse' liability for breach of any warranty or any term implied by law into the Conditions of Sale is limited to the lowest of the cost of replacing the Products, acquiring equivalent products or having the Products repaired.
- 11.4 The Conditions of Sale are not subject to the provisions of the *Sale of Goods Acts* in each jurisdiction of Australia, the operations of which are hereby expressly excluded.

12. WARRANTIES, REPRESENTATIONS, ACKNOWLEDGEMENTS

- 12.1 In making an Order, the Customer warrants, represents, acknowledges and agrees as follows:
- (a) You have read and understand and wish to be bound by the full terms, conditions and effect of the Conditions of Sale;
- (b) All purchases by you are for commercial purposes only;
- (c) The person(s) who made the Order was authorised by you to do so;
- (d) Any Purchase Agreement entered into pursuant to any Order shall be valid and binding on you, notwithstanding the making or serving of any such Order or purported Order was forged or fraudulent or was procured in excess of or without your authority;
- (e) Your particulars provided to us are in all respects true and correct;
- (f) You have relied solely on your own skill and judgement in entering into the Conditions of Sale and selecting the Products ordered by you;
- (g) We have not made any representation or promise to you of any nature, regarding your rights under the Conditions of Sale or otherwise;
- (h) The Conditions of Sale represent the entire agreement as concluded between us and you, and supersedes any other agreement, terms and/or conditions;

- (i) No representations made by us or you concerning the Products shall be an implied term of the Conditions of Sale or form the subject matter of a separate agreement, subsidiary or collateral with the Conditions of Sale; and
- (j) You have not been induced to enter into the Conditions of Sale by any representation, oral or otherwise, made by, for or on behalf of us.
- 13. INDEMNITY AND COSTS**
- 13.1 The Customer indemnifies Toner Warehouse in respect of any claim, action, proceeding, judgment, damage, loss, expense or liability, including legal costs on a solicitor and own client basis, incurred or suffered by or brought or made or recovered against Toner Warehouse in connection with a breach of any warranty, representation, acknowledgement or agreement contained in this clause, or by reason of any of them being in any way incorrect, inaccurate, misleading or deceptive.
- 13.2 The Customer shall pay any losses, expenses, damages, commissions, interest and costs, including solicitor and own client legal costs, arising from the Customer's failure to comply with its obligations, including payment of all invoices, under a Purchase Agreement and the Conditions of Sale. Such losses, expenses, damages, commissions, interest and costs may be recovered by Toner Warehouse as a liquidated debt.
- 13.3 Stamp duty, registration and lodgement fees, taxes (including any goods and/or services taxes) or any other kinds of government charge or fee incurred as a result of the sale of the Products by Toner Warehouse to the Customer shall be paid by the Customer.
- 14. GST**
- 14.1 Unless otherwise stated, an amount payable by a party under a Purchase Agreement in respect of a taxable supply represents the value of that supply (exclusive of GST), and the recipient must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.
- 15. TRUSTS**
- 15.1 The Conditions of Sale bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.
- 16. PROPRIETARY RIGHTS**
- 16.1 Toner Warehouse will retain all copyright and other proprietary rights in any Toner Warehouse confidential information and any Toner Warehouse material, including documents, drawings, certifications and instructions provided to the Customer. The Customer must not use the Toner Warehouse information or material or their contents for any purpose other than the purpose for which they were provided. The Customer must not disclose, transfer, transmit or otherwise make available to any third party in any manner or form, any material or their contents or any information relating to them or the Products without Toner Warehouse written consent.
- 17. MISCELLANEOUS**
- 17.1 Time is of the essence.
- 17.2 The Conditions of Sale shall be governed by and construed in accordance with the laws of and applicable to the State of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland. Further, the Customer submits to the Brisbane central registries of the Courts of the State of Queensland, the Federal Magistrates Court of Australia and the Federal Court of Australia as the proper and correct registries for Toner Warehouse to commence any proceeding in relation to the Conditions of Sale.
- 17.3 The Customer must notify Toner Warehouse of any change in its structure or management, including any change of director, secretary, shareholder, partner, trustee and business address.
- 17.4 All notices and other written communications provided for in the Conditions of Sale shall be given or served by certified or registered mail with postage pre-paid, by hand delivery or by facsimile transmission as follows:-
- (a) if to Toner Warehouse, to us at Unit G,134-140 Old Pittwater Road Brookvale NSW 2100; by post to PO Box 7381, Warringah Mall, Brookvale, NSW 2100 or by fax to Fax: 02 8977 4799 and
- (b) if to the Customer, to you at the address and facsimile number notified by you to us, or the last known address we have for you, or your address as provided for in any Purchase Agreement.
- 17.5 Where the Customer comprises more persons than one, the Conditions of Sale bind all of those persons severally and jointly. In any claim arising out of a breach of the Conditions of Sale by the Customer, proportionate liability will not be pleaded in defence by the Customer as between those persons and each of those persons comprising the Customer shall be regarded as wholly liable to Toner Warehouse in respect of any such breach.
- 17.6 Any waiver by us of any default by you in the strict and literal performance of or compliance with any provision, condition or requirement in the Conditions of Sale, or any delay by us in exercising any remedies available to us under the Conditions of Sale, will not constitute a variation or waiver of any provision, condition or requirement of the Conditions of Sale, or remedy available to us.
- 17.7 If any term or provision of the Conditions of Sale are found to be to be invalid, illegal or unenforceable, such term or provision is to be severed from the Conditions of Sale, with the remainder of the terms and provisions subsisting and remaining in full force.
- 17.8 To the extent of any inconsistency in the Conditions of Sale, these conditions of sale prevail, and the other terms and conditions in all Purchase Agreements and Collateral Documents are to be construed so as to give paramount effect to these conditions of sale.
- 17.9 The Conditions of Sale do not create a relationship of agency, partnership, joint venture or employment between the parties. Neither party has any authority to act for or incur any liability or obligation on behalf of the other party in any manner.
- 17.10 The Customer further agrees that where we have rights in addition to those under part 4 of the PPSA, those rights will continue to apply.
- 17.11 The Customer irrevocably grants to Toner Warehouse the right to enter upon the Customer's property or premises, without notice, and without being in any way liable to the Customer or to any third party, if Toner Warehouse has cause to exercise any of their rights under sections 123 and/or 128 of the PPSA, and the Customer shall indemnify Toner Warehouse from any claims made by any third party as a result of such exercise.
- 17.12 Nothing in this agreement shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods and/or services pursuant to this agreement of all or any of the provisions the *Competition and Consumer Act 2010* or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.
- 17.13 Until ownership of the goods passes, the Customer waives its rights it would otherwise have under the PPSA:
- (a) under section 95 to receive notice of intention to remove an accession;
- (b) under section 118 to receive notice that Toner Warehouse intends to enforce its security interest in accordance with land law;
- (c) under section 121(4) to receive a notice of enforcement action against liquid assets;
- (d) under section 129 to receive a notice of disposal of goods by Toner Warehouse purchasing the goods;
- (e) under section 130 to receive a notice to dispose of goods;
- (f) under section 132(2) to receive a statement of account following disposal of goods;
- (g) under section 132(4) to receive a statement of account if no disposal of goods for each 6 month period;
- (h) under section 135 to receive notice of any proposal of Toner Warehouse to retain goods;
- (i) under section 137(2) to object to any proposal of Toner Warehouse to retain or dispose of goods;
- (j) under section 142 to redeem the goods;
- (k) under section 143 to reinstate the security agreement; and
- (l) under section 157(1) and 157(3) to receive a notice of any verification statement.
- 18. VARIATION**
- 18.1 The Customer agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of Toner Warehouse at any time by written notice to the Customer.
- 18.2 Any proposed variation to these terms and conditions by the Customer must be requested in writing. The Supplier may refuse any such request without providing reasons either orally or in writing.
- 18.3 Variations requested by the Customer will only be binding upon Toner Warehouse if they are accepted in writing.
- 19. ENTIRE AGREEMENT**
- 19.1 This agreement constitutes the entire agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding.

- 19.2 Notwithstanding the preceding paragraph, in circumstances where there is a pre-existing written credit agreement (Original Agreement) between the Customer and Toner Warehouse, these terms and this agreement will constitute a variation of the Original Agreement whereby the terms of the Original Agreement are deleted and replaced with the terms herein, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by the terms herein in which case they will co-exist with the terms herein, and, to the extent of any inconsistency, these terms will prevail.
20. **PRIVACY ACT**
- 20.1 The Customer agrees to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* contained in this document.

The terms and conditions of this Agreement are agreed to, and accepted by, the Customer, and the person who signs warrants that they have authority to bind the Customer:

If the Customer is a company

(This Agreement is to be executed by (i) 2 directors of the company; or (ii) a director and secretary of the company; or (iii) a sole director who is also the sole company secretary)

EXECUTED in accordance with section 127 of the Corporations Act 2001 (Cth) by)
)

Co. Name.....)
)

ACN.....)
)
)
)
)

Signature of Director

Signature of Secretary/other Director

Name of Director in full

Name of Secretary/other Director in full

If Customer is an individual or individuals

SIGNED by)
[name in full]..... in the)
presence of:)
)

(Signature)

Witness (Signature)

Print Name

SIGNED by)
[name in full]..... in the)
presence of:)
)

(Signature)

Witness (Signature)

Print Name

SIGNED by)
[name in full]..... in the)
presence of:)
)

(Signature)

Witness (Signature)

Print Name

Toner Warehouse Pty Ltd Bank Deposit Details:

Name of Bank:

Commonwealth Bank

Branch where Account is held:

Brisbane QLD

Branch Number (BSB):

064-000

Account Number (A/C):

14158725

Account Name:

Toner Warehouse Pty Ltd

Swift: CTBAU2S