

TERMS AND CONDITIONS

1 Goods and/or Services

1.1 The Goods and/or Services shall be as described on the invoices, quotation, work authorization, sales order or any other work commencement forms as provided by the Seller to the Buyer.

2 Price and Payment

2.1 The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of Goods and/or Services supplied.

2.2 Time for payment for the Goods and/or 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 the Seller.

2.4 The rates given are based on Trafficca's current EBA and do not cover any special project agreement rates that the client has negotiated with other parties. Any such allowance or rate increases will be additional to the rates supplied.

2.5 Chargeable time is calculated from start of shift till end of shift and Billed in 15 minute increments.

3 Default & Consequences of Default

3.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgment.

3.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominees costs of collection.

4 Title

4.1 It is the intention of the seller and agreed by the Buyer that property in the Goods shall not pass until:

- a) The Buyer has paid all amounts owing for the particular Goods, and
- b) The Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.

5 Privacy Act 1988

5.1 The Buyer agrees for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Buyer in relation to credit provided by the Seller.

5.2 The Buyer agrees that the Seller may exchange information about Buyer with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:

- a) To assess an application by Buyer;
- b) To notify other credit providers of a default by the Buyer;
- c) To exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and
- d) to assess the credit worthiness of Buyer.

5.3 The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

5.4 The Buyer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:

- a) Provision of Goods and/or Services;
- b) Marketing of Goods and/or Services by the Seller, its agents or distributors in relation to the Goods and/or Services;
- c) Analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to the provision of Goods and/or Services;
- d) Processing of any payment instructions, direct debit facilities and/or credit facilities requested by Buyer; and
- e) enabling the daily operation of Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Goods and/or Services.

5.5 The Seller may give, information about the Buyer to a credit reporting agency for the following purposes:

- a) to obtain a consumer credit report about the Buyer; and or
- b) allow the credit reporting agency to create or maintain a credit information file containing Information about the Buyer.