

NATIONAL INSULATION PTY LTD

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PO No:

<h2>Contractor Order / Purchase Order</h2>
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<p>Company Name: _____</p> <p>Address: _____</p> <p>Suburb: _____</p> <p>State: _____ Post code: _____</p> <p>Contact Person: _____</p> <p>Phone: _____ Fax: _____</p> <p>Invoice Email: _____</p>	<p>Project Number: _____</p> <p>Project Name: _____</p> <p>Project Manager: _____</p> <p>Phone: _____ Fax: _____</p> <p>Email: _____</p> <p>Project Address: _____</p> <p>Suburb: _____</p> <p>State: _____ Post code: _____</p>
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Description of Work									
Equipment	Quantity	Unit of Measure	Unit Cost	Equipment Cost					
				\$					-
				\$					-
				\$					-
				\$					-
Subtotal				\$					-
Materials	Quantity	Unit of Measure	Unit Cost				Material Costs		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
Subtotal							\$ -		
Labour	Quantity	Unit of Measure	Unit Cost \$	Over Time 1.5X	Double Time 2.0X	Per Hour	Labour Costs \$		
							\$	-	
							\$	-	
							\$	-	
							\$	-	
Subtotal								\$ -	
Total Columns:			\$ -		\$ -		\$	-	
Taxes (10%): (see note below)					\$ -				
Total Costs:			\$ -		\$ -		\$	-	

NOTE: Please use appropriate tax rate for your county

Total Cost:	\$ -
GST 10%	\$ -
TOTAL:	\$ -

Purchase Order

General Terms & Conditions

1. INTERPRETATION

1.1. In this Contract –

“**Conditions**” means these Purchase Order Terms and Conditions.

“**Conditions Price**” means the price specified by the Purchaser on the cover sheet to this Purchase Order, subject to any alteration or variation as provided for in these Conditions.

“**Goods**” means the Goods more particular described on the cover sheet of this Purchase Order and in the Goods Description and includes services.

“**Goods Description**” means the plans, drawings, specifications, diagram and other documents attached to, or referred to in, this Purchase Order that described the Goods (including any performance requirements of the Goods).

“**GST**” means Goods and Services Tax which becomes payable to any time during the term of the Contract.

“**Manufacture**” includes manufacture, assembly, production and important.

“**Person**” means any corporation, partnership, Government Instrumentality or individual who has entered into this contract with National Integrated Services for the provision of Goods and/or Services.

“**Place of Delivery**” means the place set out on the cover sheet of the Purchase Order.

“**Purchaser**” means person named on the cover sheet of this Purchase Order.

“**Purchase Order**” means the agreement comprising:

- (a) the cover sheet of this Purchase Order;
- (b) these Conditions; and
- (c) the Goods Description.

“**Purchase Order Change Order**” means a further Purchase Order issued requiring an addition, variation, change, cancellation or deletion in relation to a previously issued and identified Purchase Order.

“**Seller**” shall mean the person named in the cover sheet to this Purchase Order.

“**Site**” means the location where the Works are to be carried out, as identified in the cover sheet to the Purchase Order.

“**Works**” means the works to be performed or the services to be provided by the Seller pursuant to this Purchase Order.

1.2. Interpretation

- (a) Headings are not to be used in interpreting these Conditions.
- (b) A reference to:
 - (i) one gender includes all genders;

- (ii) a person includes bodies corporate and vice versa; and

- (iii) an agreement or legislative or other instrument, code or standard includes a reference to it as amended at any time;

- (c) The Purchase Order constitutes the entire agreement and understanding between the Seller and the Purchaser and will take effect according to its tenor despite any prior agreement in conflict or at variance with the Purchase Order or any correspondence or other documents relating to the subject matter of the Purchase Order which may have passed between the parties prior to the date of the Purchase Order and which are not included in the Purchase Order.

- (d) No variation of any of the Purchase Order shall have any force or effect unless expressly agreed to in writing by an authorised signatory on behalf of the Seller.

- (e) The words "include" and "including" (and any variants) are to be construed as if followed by "(without limitation)".

- (f) Any provision in this Purchase Order which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and such illegality, voidness or unenforceability will not invalidate any other provision of this Purchase Order.

- (g) No rule of construction applies to the disadvantage of a party on the basis that the party put forward the Purchase Order or any part.

2. CONTRACT

- 2.1. The Seller hereby agrees to manufacture and supply the Goods, and, where indicated in the cover sheet to this Purchase Order, carry out the Works, and the Purchaser agrees to pay the Contract Price to the Seller subject to this Purchase Order.

- 2.2. On acceptance of the Purchase Order by the Seller in writing or by conduct, the Purchase Order forms the entire agreement between the parties.

3. CONTRACT PRICE

- 3.1. The Contract Price shall be fixed and not subject to any rise and fall in the cost of labour or materials or any other adjustment unless expressly provided for in this Purchase Order.

- 3.2. Imported goods are to be identified by the Seller in its offer. The Contract Price shall be deemed to include provisions for rates of exchange, import duties, customs fees and other costs of and incidental to such importation. The Seller acknowledges that the risk of any variation in the rates of exchange is borne by the Seller.

- 3.3. Unless otherwise specified in the Purchase Order, the Contract Price shall include all transit costs including, freight and insurance to the Place of Delivery.

- 3.4. The Contract Price shall include provision for all costs and expenses associated with the employment of labour necessary for the manufacture and supply of the Goods and, (where applicable) the carrying out of the Works, including, payment of all wages and salaries based on current awards and industrial agreements, certified or otherwise and prescribed and relating to the Site and the Works and other locations.

4. CHANGES

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- 4.1. The Purchaser may at any time, and from time to time, issue a written Purchase Order Change Order specifying additions, increases, decreases, omissions, demolition, changes, deletions or alterations to the Goods or the Works or any other matter provided in the Contract.
- 4.2. Unless within 24 hours of receipt of a Purchase Order Change Order the Seller notifies the Purchaser in writing that it cannot comply with the Purchase Order Change Order, the Purchase Order Change Order shall affect a variation of the Purchase Order as specified in the Purchase Order Change Order.
- 4.3. Within 24 hours after receipt of a Purchase Order Change Order the Seller shall furnish to the Purchaser a detailed statement showing the net estimated increases or decreases in cost and time for delivery of the Goods, and/or performance of the Works, resulting from the Purchase Order Change Order.
- 4.4. If a Purchase Order Change Order omits any part of the Goods or the Works, the Purchaser may thereafter supply these omitted Goods or carry out this omitted work either itself or by engaging other suppliers and/or contractors.

5. THE SELLERS OBLIGATIONS

- 5.1. Unless otherwise specified in this Purchase Order, the Seller:
 - (a) shall ensure that all labour employed or otherwise engaged by it to perform the Works at all times complies with all relevant statutory requirements and all rules and directions stipulated by the Purchaser relating to safety and conduct on the Site.
 - (b) shall ensure that all labour employed by it to perform the Works is employed on terms as set out in clause 3.4 of these Conditions and otherwise conforming to all relevant and current awards and agreements.
 - (c) without limiting or otherwise affecting clauses 9 and 11 of these Conditions, warrants that all materials, plant and equipment supplied and used by the Seller complies with all relevant standards, statutory or otherwise, is suitable for the purposes for which it has been supplied and is of merchantable quality.
- 5.2. The Seller must do all things necessary to ensure that it and its Personnel are registered for GST purposes.

6. TIME

- 6.1. Time shall be of the essence in the performance of this Purchase Order including delivery of the Goods to the Place of Delivery.
- 6.2. If at any time it appears that the delivery of the Goods or completion of the Works (as the case may be) will be delayed, the Seller shall forthwith notify the Purchaser in writing indicating the best delivery date(s) possible. The Purchaser may at its absolute discretion and without prejudice to any other rights which it may have terminate the Contract and make such other arrangements as the Purchaser may consider necessary in the circumstances. Any additional cost or expenditure incurred by the Purchaser arising therefrom or in connection therewith shall be a debt due by the Seller to the Purchaser.

7. INSURANCE

- 7.1. The Seller shall indemnify the Purchaser and keep the Purchaser indemnified against any loss of or damage to property of the Purchaser or any liability to or claims by a third party in respect of loss of or damage to property or injury to or death of any person caused by, or arising out of, or in any way in connection with, the Works performed

and/or the Goods supplied by the Seller pursuant to this Purchase Order.

- 7.2. It shall be a condition precedent to any obligation of the Purchaser to make any payment to the Seller under this Purchase Order that the Seller has taken out and is maintaining such policies of insurance as are necessary to comply with the provisions of Condition 7.1 of these Terms and Conditions during the currency of this Purchase Order.

8. FORCE MAJEURE

If by reason of an event beyond the Control of the Seller or the Purchaser either is unable to perform, either wholly or partly, any obligation under this Purchase Order then, provided notice of such inability to perform is given by the affected party to the other within five (5) days of the first occurrence of such event, the affected party shall be relieved of that obligation under this Contract to the extent and for the period that it is so unable to perform and shall not be liable to the other party to this Purchase Order in respect of any consequences arising therefrom.

9. SPECIFICATIONS

The Goods must comply with the requirements (including performance requirements) of the Goods Description.

If the purpose for which the Goods are required is indicated in the Purchase Order, either expressly or by implication, then the Goods shall be fit for that purpose.

10. ASSIGNMENT

The Seller shall not, without the consent in writing of the Purchaser, assign or transfer the Purchase Order or part thereof to any other person.

11. SELLER'S WARRANTIES

- 11.1. The Seller warrants that in addition to all statutory and other prescribed warranties:
 - (a) The Goods and any goods and materials supplied in performance of the Works shall be free of all charges, liens and any other encumbrances,
 - (b) The Works and the Goods shall have the performance, capabilities, reliability and endurance as represented and shall conform to the standards and specifications of or forming part of the Goods Description.
 - (c) Where the Goods are supplied by reference to a sample:
 - (i) the bulk will correspond with the sample in quality, and
 - (ii) the Goods will be free from any defect rendering them unmerchantable that would not be apparent on reasonable examination of the sample.
 - (d) Where the Goods are supplied by description, the Goods shall correspond to the description.
 - (e) The Goods shall be of merchantable quality and fit for the particular purpose for which the Goods are required by the Purchaser as made known by the Purchaser to the Seller prior to or as part of this Purchase Order.
 - (f) The Goods and the Works shall be free from faulty materials, workmanship or design and in the event of any breach of this warranty the Seller shall, in the Purchaser's absolute discretion, remedy such breach at its own cost either by repair or replacement.

- (g) The Goods shall fully comply with any requirements and specifications as provided for in clause 9 of these Conditions.

11.2. The Seller acknowledges that the Purchaser may re-supply the Goods to third parties and warrants that:

- (a) Neither the Goods nor any part or component thereof is the subject of any valid right protected by or registered under any statutes in force at the date of this Purchase Order and that the Purchaser is free to re-supply the Goods without being exposed to any liability to any person claiming to be the proprietor of any such right whether by means of royalty or otherwise;
- (b) There is no valid or enforceable restriction on the manufacture of the Goods by the Seller, the supply of the Goods to the Purchaser or the re-supply of the Goods by the Purchaser to any third party, and the Seller shall indemnify the Purchaser against all suits, actions, claims, demands, costs (including legal costs), damages and losses arising out of, or in any way in connection with, any breach by the Seller of the warranties expressed in clauses 11.2(a) and (b) of these Conditions.
- (c) In this clause 11.2 references to "re-supply" shall include a reference to:
 - (i) a supply of the goods to a third party in an altered form or condition, and
 - (ii) a supply to another person of goods in which Goods the subject of this Purchase Order have been incorporated.

11.3. None of the warranties set out in clauses 11.1 and 11.2 of these Conditions shall, despite any statutory provisions to the contrary, merge with or be extinguished on completion of this Purchase Order but shall survive with full force and effect thereafter.

11.4. Unless agreed otherwise, the Seller warrants all Goods for a period of twelve calendar months after the date on which such goods were first placed into commercial service by the Purchaser or, where the Goods are acquired by the Purchaser for the purpose of re-supply, after acceptance of the Goods pursuant to clause 13.1 of these Conditions, and all Works for a period of 12 months from the issue of a certificate of practical completion pursuant to clause 13.1 of these Conditions.

11.5. The Seller shall in respect of all goods or things used in the Goods or the Works:

- (a) Obtain all possible warranties from the manufacturers and suppliers of such goods,
- (b) Ensure that the Purchaser has the benefit of such warranties, and
- (c) Ensure that any and all of its sub-contractors and agents comply with paragraphs (a) and (b) of this clause 11.5.

11.6. The Seller shall indemnify the Purchaser against any loss or damage (including loss of use of any works, loss of profit, loss of any contract or any other indirect, special or consequential loss or damage) suffered or incurred by the Purchaser arising out of, or in any way in connection with, any breach by the Seller of this Purchase Order.

12. INTERNATIONAL SUPPLY AND DELIVERY

12.1. Where supply and delivery of the Goods pursuant to this contract requires the Goods to pass any international border, such Goods shall be delivered duty paid to the Place of Delivery on the terms and conditions provided in Incoterms 2000 and any subsequent addenda

thereto, and such terms and conditions shall, to the extent necessary, prevail over any provision in this Purchase Order to the contrary.

13. ACCEPTANCE AND REJECTION

13.1. The Purchaser shall not be taken to have accepted the Works or the Goods until:

- (a) In the case of the Works, the Purchaser certifies in writing that the Works have been practically completed, or
- (b) In the case of Goods, the Purchaser has been given reasonable and adequate opportunity to inspect and test the Goods at the Place of Delivery to enable it to discover any defects, omissions or other non-compliance with the requirements of the Purchase Order.

13.2. Without limiting or otherwise affecting the operation of clauses 14.1 and 14.2 of these Conditions, the Purchaser may:

- (a) reject the Works or the Goods where they do not conform to the requirements of this Purchase Order, and
- (b) In addition to all other rights which it may have under this Purchase Order or otherwise at law, suspend or withhold payments to the Seller until the cause of the rejection is rectified.

13.3. The Purchaser shall not be obliged to accept any Goods in excess of the quantity nominated in the Purchase Order.

14. INSPECTION AND TESTING

14.1. Where the Goods are required to comply with detailed specifications the Seller shall test them for compliance strictly in accordance with the technical specifications prescribed by the Purchaser. If, as a result of any test carried out in accordance with all necessary requirements, the Goods do not comply with the specifications, or in the reasonable opinion of the Purchaser are unlikely on completion of manufacture so to comply, the Seller shall take such steps as may be necessary to ensure compliance. All costs incurred by the Seller in complying with this clause 14.1 shall be borne by the Seller.

14.2. In addition to any tests or inspections specified in the Purchase Order, prior to delivery of the Goods to the Purchaser the Seller shall test and inspect the Goods to ensure that:

- (a) Each is fully functional;
- (b) Each does not contain any defect, omission or other non-compliance with the Purchase Order;
- (c) Each is properly and professionally finished; and
- (d) Each is reasonably fit for use.

14.3. Where any tests or inspections are specified in the Purchase Order or are otherwise required by the Purchaser, the Seller shall inform the Purchaser in writing ten days in advance of such tests or inspections and allow the Purchaser reasonable access and opportunity to attend such tests or inspections.

15. PACKING, TRANSPORTATION AND SHIPPING MARK

15.1. The Seller shall, at its own expense unless otherwise stated in the Purchase Order, ensure that all Goods delivered pursuant to the Purchase Order are carefully and properly prepared, secured and packed to ensure adequate protection until delivered at the Place of Delivery having regard to the method of transport selected to deliver the Goods and to any specifications in the Purchase Order.

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- 15.2. The Seller shall be liable for any loss of or damage to the Goods where such loss or damage is attributable to defective or insufficient packing.
- 15.3. Hazardous goods shall be appropriately packed, marked and labelled and shall not be packed with non-hazardous goods.
- 15.4. The protection and packaging of the Goods shall, on acceptance of the Goods pursuant to clause 13 of these Conditions, become the property of the Purchaser unless otherwise agreed in writing.
- 15.5. The Seller shall ensure that each of the Goods is accompanied by an itemised packing list which contains details of any special handling or safety requirements relating to the Goods and encloses all necessary shipping and certification documents.
- 15.6. The Seller shall ensure that all Goods delivered pursuant to this Purchase Order contain the Shipping Mark set out in the cover sheet to this Purchase Order, which must appear on all packages, labels, packing lists, and invoices.

16. TERMINATION FOR DEFAULT

- 16.1. In addition to any rights that the Purchaser may have under this Purchase Order or otherwise at law, the Purchaser may terminate the Purchase Order in the event that the Seller defaults in the performance of any of its obligations under the Purchase Order.
- 16.2. The Purchaser shall have the right to cancel the Purchase Order at any time prior to receipt by the Purchase of the written acknowledgment of acceptance of the Purchase Order by the Seller, and no party shall have any claim against the other in respect of such termination.
- 16.3. The Purchaser shall have the right to cancel the Purchase Order at its sole discretion at any time from time to time for any reason whatsoever. In the event of cancellation under this clause 16.3, the Purchaser shall pay the Seller for all costs reasonably incurred by the Seller up to the time of cancellation. The Seller shall provide all necessary supporting documentation to evidence the costs incurred. Any Goods so paid for, whether completed or not, shall become the property of Purchaser on receipt of payment.

17. PATENT INDEMNITY

The Seller hereby warrants that the use or sale of the Works performed or the Goods supplied pursuant to this Purchase Order does not and will not infringe any patent, copyright, trademark, trade secret or other right related to such Works or Goods and the Seller indemnifies and holds the Purchaser, its successors, assignees, and users of such Works or Goods, harmless against all actions, claims, demands, damages, costs (including legal costs), liabilities and expenses arising from any such infringement.

18. LIABILITY AGREEMENT

The Seller indemnifies and holds the Purchaser, its successors, officers, employees, agents, assignees and users of any Goods or Works supplied pursuant to this Contract harmless against all actions, claims, demands, costs (including legal costs), damages, fines, penalties, liabilities or obligations of whatever kind including, but not limited to, damage or destruction of property and injury or death of persons resulting from or connected with (whether directly or indirectly) the Sellers performance of the Contract.

19. CONFIDENTIALITY

- 19.1. In this Condition:

(a) "Confidential Information" means all specifications, data, formulations, trade secrets, designs and other information of a confidential nature given or disclosed to the Seller to enable it to manufacture the Goods or perform the Works.

(b) "The Restricted Property" means all drawings, patents, designs, models, dies, tools and prototypes made by or on behalf of the Seller as part of the performance of his obligations under this Purchase Order.

19.2. The Seller acknowledges the proprietary nature of the Confidential Information and the Restricted Property and shall not challenge or threaten the right and title of the Purchaser thereto.

19.3. The Seller shall carefully guard the Confidential Information and the Restricted Property in its possession and on completion of its obligations under this Purchase Order it shall return to the Purchaser all such Confidential Information and Restricted Property in its possession including all copies and transcriptions thereof to the Place of Delivery.

19.4. The Seller shall not be permitted to:

(a) Disclose any of the Confidential Information or the Restricted Property to any person except as authorised by the Purchaser in writing,

(b) Leave any of the Confidential Information or the Restricted Property in any other person's hands to make copies or transcriptions of the same, or

(c) Use or apply any part of the Confidential Information or the Restricted Property for any purpose other than the performance by the Seller of its obligations under this Purchase Order.

19.5. The Seller acknowledges that on completion of this Purchase Order it shall have no right to use, have the benefit of or incorporate any part of the Confidential Information or the Restricted Property for its own purposes or for its own account.

20. TITLE, PROPERTY & RISK

20.1. Title - The Seller warrants that the Goods are at the time the property in the Goods passes to the Purchaser free of liens, charges, and encumbrances and that the Seller has at the time good title so that Purchaser shall enjoy quiet possession of the Goods.

20.2. Passing of Property - Except as otherwise stated in the Purchase Order, title to and ownership of all Goods delivered and Works performed pursuant to this Purchase Order shall pass to the Purchaser on acceptance as provided in clause 13 of these Conditions.

20.3. Risk of Loss - The Seller shall bear all risk of loss or damage to the Goods until final delivery of all Goods ordered to the Place of Delivery.

21. INSOLVENCY

Notwithstanding delay or previous waiver by the Purchaser of its rights thereunder, the Purchaser may by notice in writing to the Seller forthwith terminate this Contract if the Seller goes into liquidation (other than for the purposes of a bona fide reconstruction or amalgamation), an administrator, receiver or manager is appointed, or if distress or execution is levied over the assets of the Seller, or the Seller otherwise enters into a scheme of arrangement, composition or assignment for the benefit of its creditors or if the Seller is insolvent.

22. GOVERNING LAW

The Purchase Order shall be construed in accordance with the laws of Western Australia and the Seller and Purchaser agree to submit to the

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jurisdiction of the Courts and Tribunals of the State of Western Australia to resolve any disputes arising therefrom.

23. PRECEDENCE OF DOCUMENTS

In case of any inconsistency in the provisions constituting this Contract it is hereby agreed that the order of precedence of documents shall be the cover sheet of the Purchase Order, these Conditions, and then the Goods Description.

24. PAYMENTS

The Seller shall invoice the Purchaser for Goods supplied and work performed pursuant to this Purchase Order and the Purchaser shall pay each invoice issued within 30 days of the end of the month following date of invoice.

Any payment is not:

- (a) evidence that any Goods or Works comply with the Purchase Order;
- (b) an admission of liability; or
- (c) approval by the Purchase of the Seller's performance or compliance with the Purchase Order, but is only to be taken as payment on account.

The Purchaser may deduct from moneys otherwise due to the Seller:

- (d) any debt or other moneys due from the Seller to the Purchaser; and
- (e) any claim to money which the Purchaser may have against the Seller whether for damages or otherwise, whether under the Purchase Order or otherwise at law relating to the Goods or the Works.

25. SELLER'S ACKNOWLEDGEMENT AND INDEMNITY

- 25.1. The Seller acknowledges and agrees that no person employed or otherwise engaged by the Seller and involved in the performance of the Works or the manufacture or supply of the Goods shall hold himself out as, or shall be deemed to be, a servant or agent of the Purchaser.
- 25.2. Notwithstanding any other provision of this Purchase Order, the Seller hereby indemnifies and holds harmless the Purchaser, its officers,

agents, employees, successors and assigns ("the Relevant Persons") against all claims and demands that may be made against them and all suits, actions and proceedings that may be instituted against them and any other liability that may be imposed on all or any of the Relevant Persons as a consequence of (whether directly or indirectly) the performance of the Works by the Seller including the employment or engagement of any person by the Seller to perform or assist the performance of the Works or the manufacture or supply of the Goods as well as any claim for damages for compensation (whether pursuant to statute or the common law) for injury to or death of any such person in the course of the performance of the Works.

- 25.3. If any GST is payable by the Seller in respect of any indemnity under this clause 25, that indemnity payment will be increased by an amount equal to the GST payable by the Seller.

26. GENERAL

- 26.1. It is a Condition Precedent to each Purchase Order placed by National Integrated Services that the Seller agrees to be bound by these Terms and Conditions to the exclusion of all other terms and conditions unless both parties agree to the inclusion of such additional terms as are settled in writing and in accordance with clause 1.2(c) and (d) hereof prior to the execution of the Purchase Order.
- 26.2. The Seller shall be deemed to have carefully examined all the circumstances and matters likely to effect this Purchase Order, and to have satisfied itself in respect of the obligations created under this Purchase Order.
- 26.3. Notwithstanding any other provisions of this Contract no extension of time, delay, waiver or other indulgence granted to any person or company by the Purchaser shall operate to vary, affect or modify any of the obligations of the Seller expressed or implied by this Purchase Order.
- 26.4. Where a provision of this Purchase Order is inconsistent with any other term or condition purporting to govern the transaction the provision set out in this Purchase Order Terms and Conditions shall take precedence to the extent of the inconsistency.

Privacy Statement and Acknowledgment

National Insulation Pty Ltd (ABN 19 614 895 262) is committed to customer service and this includes protecting your privacy.

In accordance with the National Privacy Principles section of the Privacy Act 1988 (Cth) (as amended) (“the Act”), National Insulation Pty Ltd’s privacy policy is available on its website. The privacy policy has more information on how National Insulation Pty Ltd manages your information.

The policy sets out how you can access, correct and make complaints about your personal information. If you choose not to provide personal information, National Insulation Pty Ltd may not be able to provide you with credit facilities.

Following is the information that the Privacy Act requires us to bring to the attention of all customers.

Your Personal Information

Personal information gathered may include your name, date of birth, phone/mobile numbers, addresses (current and previous), driver’s license number, credit card and bank account details and e-mail address.

Personal information is gathered in many ways including, but not limited to:

_ Directly from you e.g. when you complete a Credit Application Form or when you respond to requests to submit personal information in order to obtain products and services which we may be offering.

_ From the public domain;

_ From third parties such as our related companies, your own representatives (lawyers, accountants etc.) and reporting agencies.

This information may then be used by us to:

_ To establish, administer and manage a trading account including billing and collecting debts;

_ Carry out appropriate checks for credit-worthiness and for fraud.

For the purposes as set out above we may disclose your personal information to organizations outside National Insulation Pty Ltd including:

_ Your own representatives (lawyers, accountants, insurers etc.);

_ Credit reporting and fraud checking agents;

_ Other credit providers for credit related purposes such as checking credit-worthiness, credit rating and financing;

_ Our own professional advisers such as lawyers, debt collection services, auditors and accountants;

_ Our related entities;

_ Government or other authorities as required or authorised by law.

Right to Access

You have a right to access your personal information, subject to some exceptions allowed by law. For security reasons we ask that such requests be made in writing by sending an email to our office at admin@NationalInsulation.com.au or via post to PO Box 631 Fairfield NSW 1860.

Data Security

National Insulation Pty Ltd guarantees the storage and use of personal information will be undertaken in a secure manner that protects personal privacy.

While National Insulation Pty Ltd takes all reasonable steps to ensure that the personal information we collect, use and disclose is accurate, complete and up-to-date, the accuracy of that information depends to a large extent on the information you provide.

We recommend that you advise us if there are any errors in your personal information and keep us up-to-date with any changes.

Consents

I/We acknowledge, agree and give consent to National Insulation Pty Ltd:

_ Exchanging information with credit reporting bodies;

_ Obtaining and providing (to the extent permitted by law),

information about this credit application to credit reporting bodies;

_ Giving to and seeking from any credit providers, bankers or such

other credit providers or trade referees as National Insulation Pty Ltd may choose and any credit providers that may be named in a credit

report issued by a credit reporting body information about my/our credit arrangements including any information about my/our credit

worthiness and activities, that credit providers are allowed to give or received from each other under the Act.

_ In the event it considers it relevant, to obtain trade credit insurance

in respect of commercial credit provided to me/us, to disclose a

report or information to an insurer to assess whether to insure the Company for credit given to me/us or access the risk for default by

me/us.

_ If National Insulation Pty Ltd considers it relevant to assess an

application by me/us for commercial credit; to obtain from a credit

reporting body or a business which provides information about the credit worthiness and activities of persons, a report containing

information about my/our personal credit worthiness and activities. _

In the event it considers it relevant, to collect overdue payments in

respect of commercial credit provided to

me/us; to receive from a credit reporting body a credit report

containing personal information about me/us in relation to collecting

overdue payments.

I/We have read the above and understand the implications of the Act.

Signed on behalf of the Applicant by (circle as applicable):

SIGNED BY:

(Director/Owner/Partner) (Director/Owner/Partner)

SIGNED BY:

In the presence of:

(Witness) (Witness)

In the presence of:

Date: / / 20

Date: / / 20