



SOUTH EAST BREWING COMPANY PTY LTD CREDIT ACCOUNT APPLICATION FORM

South East Brewing Company Pty Ltd ACN 157 729 443
(SEBC)

Please complete and sign the entire form
including the Director's Guarantee and Return to:

South East Brewing Company Pty Ltd
10 Superior Dr
Dandenong South Vic 3175
E / hq@kaijubeer.com.au

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants

Please complete all sections and read the Terms and Conditions of Trade

Consignment Stock

Special Conditions refer clause 6 of the Terms of Trade (overleaf)

DATE: _____

CUSTOMER'S TRADENAME: _____

CUSTOMER'S FULL or LEGAL NAME: _____ CUSTOMER'S LIQUOR LICENCE NO.: _____

Phone: _____

Mobile: _____ Email: _____

Billing Address: _____ Physical Address: _____

State: _____ Postcode: _____ State: _____ Postcode: _____

COMMERCIAL CUSTOMERS ONLY ACN _____ ABN: _____

Requested Credit Limit: _____ Date Established: _____

Contact 1: _____ Accounts Contact: _____

Position: _____ email: _____

Phone: _____ Phone: _____

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company) OR TRUSTEE (If a Trust)

Full Name: _____ Full Name: _____

Home Address: _____ Home Address: _____

Postcode: _____ Date of Birth: _____ Postcode: _____ Date of Birth: _____

Home Phone: _____ Home Phone: _____

Driver's License No. _____ Driver's License No. _____

TRADE REFERENCES - Direct accounts only (No distributors)

Business Name 1: _____ Business Name 2: _____

Address or A/C No: _____ Address or A/C No: _____

Phone: _____ Email: _____ Phone: _____ Email: _____

Business Name 3: _____ Business Name 4: _____

Address or A/C No: _____ Address or A/C No: _____

Phone: _____ Email: _____ Phone: _____ Email: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE annexed to this agreement of SEBC which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by those conditions.

I authorise SEBC to, collect, handle and use my personal information in accordance with its Privacy Policy as located at www.kaijubeer.com.au.

I agree that:

- (a) I am a director of the Customer/ an individual Customer;
- (b) I shall be personally liable for the performance of the Customer's obligations under this contract and acknowledge and agree that the as a part of the application I must also sign and submit the PERSONAL/ DIRECTORS GUARANTEE AND INDEMNITY annexed to this application; and
- (c) I authorise SEBC to obtain from any person or company any information which SEBC may require for credit reference purposes in relation to me/ the Customer

SIGNED(CUSTOMER): _____ **SIGNED(SEBC):** _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CUSTOMER'S SIGNATURE:

Signed: _____ Name: _____ Date _____

South East Brewing Company Pty Ltd
10 Superior Drive, Dandenong Sth, Vic 3175
Ph (03) 9706 5924 Email hq@kaijubeer.com.au
Web kaijubeer.com.au

Personal/Directors Guarantee and Indemnity

In consideration of South East Brewing Company Pty Ltd ACN 157 729 443 (hereafter referred to as "SEBC") granting credit to:

South East Brewing Company

10 Superior Dr, Dandenong South,

Vic, 3175 Ph(03)9706 5924

Email hq@kajubeer.com.au

Web kajubeer.com.au

("the Customer") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- GUARANTEE** the due and punctual payment to SEBC of all moneys which are now owing to SEBC by the Customer and all further sums of money from time to time owing to SEBC by the Customer in respect of goods and services supplied or to be supplied by SEBC to the Customer or any other liability of the Customer to SEBC, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with SEBC, including but not limited to the Terms & Conditions of Trade (**Terms and Conditions**) signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to SEBC, the Guarantor will immediately on demand pay the relevant amount to SEBC. In consideration of SEBC agreeing to grant credit to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under the Terms and Conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to SEBC registering any interest so charged. The Guarantor irrevocably appoints SEBC and each director of SEBC as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which SEBC may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - register any other document required to be registered by the PPSA or any other law; or
 - correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY** SEBC on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a full indemnity basis) incurred by, or assessed against, SEBC in connection with:
 - the supply of goods and/or services to the Customer; or
 - the recovery of moneys owing to SEBC by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to SEBC's costs of collection and legal costs (on a full indemnity basis); or
 - moneys paid by SEBC with the Customer's consent in settlement of a dispute that arises or results from a dispute between, SEBC, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by SEBC to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT:

- I/We have received, read and understood SEBC's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and shall be irrevocable and remain in full force and effect until the whole of moneys owing to SEBC by the Customer and all obligations herein have been fully paid, satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on SEBC's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to SEBC, each Guarantor shall be a principal debtor and liable to SEBC accordingly.
- If any payment received or recovered by SEBC must be reimbursed to the Customer for any reason whatsoever such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and SEBC shall each be restored to the position in which they would have been had no such payment been made.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to SEBC.
- I/we irrevocably authorise SEBC to obtain from any person or company any information which SEBC may require for credit reference purposes. I/We further irrevocably authorise SEBC to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with SEBC as a result of this Guarantee and Indemnity being actioned by SEBC.
- The above information is to be used by SEBC for all purposes in connection with SEBC considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1		
SIGNED: _____		
FULL NAME: _____		
HOME ADDRESS: _____		
DATE OF BIRTH: _____		
SIGNATURE OF WITNESS: _____		
NAME OF WITNESS: _____		
OCCUPATION: _____		
PRESENT ADDRESS: _____		
EXECUTED as a Deed this	day of	20

GUARANTOR-2		
SIGNED: _____		
FULL NAME: _____		
HOME ADDRESS: _____		
DATE OF BIRTH: _____		
SIGNATURE OF WITNESS: _____		
NAME OF WITNESS: _____		
OCCUPATION: _____		
PRESENT ADDRESS: _____		
EXECUTED as a Deed this	day of	20

Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

PLEASE NOTE: FAILURE TO COMPLETE THIS SECTION WILL RESULT IN CREDIT NOT BEING GRANTED.

1. Definitions

- 1.1. "SEBC" refers to South East Brewing Company Pty Ltd ACN 157 729 443.
- 1.2. "Customer" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.
- 1.3. "Goods" means all Goods or Services supplied by SEBC to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4. "Price" means the Price payable for the Goods as agreed between SEBC and the Customer in accordance with clause 4 below.

2. Acceptance

- 2.1. The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery ("Delivery") of the Goods.
- 2.2. These terms and conditions may only be amended with SEBC's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and SEBC.

3. Change in Control

- 3.1. The Customer shall give SEBC not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by SEBC as a result of the Customer's failure to comply with this clause.

4. Price and Payment

- 4.1. At SEBC's sole discretion, the Price shall be either:
 - (a) as indicated on any invoice provided by SEBC to the Customer; or
 - (b) the Price as at the date of Delivery of the Goods according to SEBC's current price list; or
 - (c) SEBC's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 4.2. SEBC reserves the right to change the Price if a variation to SEBC's quotation is requested.
- 4.3. At SEBC's sole discretion a deposit may be required
- 4.4. Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by SEBC, which may be:
 - (a) on Delivery of the Goods;
 - (b) by way of instalments/progress payments in accordance with SEBC's payment schedule;
 - (c) thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
 - (d) the date specified on any invoice or other form as being the date for payment; or
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by SEBC.
- 4.5. Payment for Goods supplied on consignment shall be due to SEBC immediately upon sale of all of the Goods supplied or sixty (60) days from the date of Delivery whichever first occurs. In the event the Buyer returns any of the consigned Goods then payment shall only be due for the Goods supplied but not returned.
- 4.6. Payment may be made by bank cheque, electronic/on-line banking, or by any other method as agreed to between the Customer and SEBC.
- 4.7. Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to SEBC an amount equal to any GST SEBC must pay for any supply by SEBC under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

5. Delivery of Goods

- 5.1. Delivery of the Goods is taken to occur at the time that:
 - (a) the Customer or the Customer's nominated carrier takes possession of the Goods at SEBC's address; or
 - (b) SEBC (or nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.

- 5.2. At SEBC's sole discretion the cost of Delivery is either included in the Price or is in addition to the Price.
- 5.3. The Customer must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery. In the event that the Customer is unable to take Delivery of the Goods as arranged then SEBC shall be entitled to charge a reasonable fee for re-delivery and/or storage.
- 5.4. SEBC may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 5.5. Any time or date given by SEBC to the Customer is an estimate only. The Customer must still accept Delivery of the Goods even if late and SEBC will not be liable for any loss or damage incurred by the Customer as a result of the Delivery being late.

6. Goods On Consignment

- 6.1. Where Goods are supplied on consignment the following provisions apply specifically to those Goods:
 - (a) The Goods shall be at the Customer's risk from the time of Delivery and the Customer shall be responsible for insuring the Goods.
 - (b) The Customer may retain possession of the Goods until the Customer sells them or SEBC requires re-delivery of them to SEBC, whichever first occurs.
 - (c) If SEBC requires re-delivery of the Goods such re-Delivery shall be at the Customer's cost.
 - (d) the Customer shall notify SEBC on a weekly basis of all consignment Goods sold during the previous week's end period and shall within seven (7) days of that weekly advice pay SEBC for the Goods sold
 - (e) Replacement consignment Goods will normally be supplied but shall be at the sole discretion of SEBC.
- 6.2. SEBC reserves the right to issue from time to time with a Consignment Reconciliation Statement to the Customer for completion and return within seven (7) days indicating whether the stock as listed is still on hand. If Goods have been sold, a covering order must be returned with the Consignment Reconciliation Statement.
- 6.3. In the event that the Goods cannot be accounted for in accordance with the Consignment Reconciliation Statement, then it is fair to assume that the Goods have been sold and the Customer will be responsible for payment and an invoice will be issued accordingly to the Customer.

7. Risk

- 7.1. Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
- 7.2. If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, SEBC is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by SEBC is sufficient evidence of SEBC's rights to receive the insurance proceeds without the need for any person dealing with SEBC to make further enquiries.
- 7.3. If the Customer requests SEBC to leave Goods outside SEBC's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.
- 7.4. The Customer acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, SEBC reserves the right to vary the Price with alternative Goods as per clause 4.2. SEBC also reserves the right to halt all Services until such time as SEBC and the Customer agree to such changes.
- 7.5. Any advice, recommendation, information, assistance or service provided by SEBC in relation to Goods supplied is given in good faith and shall be accepted without liability on the part of SEBC and it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Goods.

8. Access/Damage

- 8.1. It is the responsibility of the Customer to ensure that access is suitable to accept the weight of laden trucks, front end loaders or other earth moving equipment as may be deemed necessary by SEBC. The Customer shall pay the cost of replacement, repair or rectification to any paths, driveways, and access routes to the property.

9. Title

- 9.1. SEBC and the Customer agree that ownership of the Goods shall not pass until:
 - (a) the Customer has paid SEBC all amounts owing to SEBC; and
 - (b) the Customer has met all of its other obligations to SEBC.
- 9.2. Receipt by SEBC of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised
- 9.3. It is further agreed that:
 - (a) until ownership of the Goods passes to the Customer in accordance with clause 9.1 the Customer is only a bailee of the Goods and must return the Goods to SEBC on request.
 - (b) The Customer holds the benefit of the Customer's insurance of the Goods on trust for SEBC and must pay to SEBC the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 - (c) The Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for SEBC and must pay or deliver the proceeds to SEBC on demand.
 - (d) The Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of SEBC and must sell, dispose of or return the resulting product to SEBC as it so directs.
 - (e) The Customer irrevocably authorises SEBC to enter any premises where SEBC believes the Goods are kept and recover possession of the Goods.
 - (f) SEBC may recover possession of any Goods in transit whether or not Delivery has occurred.
 - (g) The Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of SEBC.
 - (h) SEBC may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

10. Personal Property Securities Act 2009 ("PPSA")

- 10.1. In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 10.2. Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by SEBC to the Customer.
- 10.3. The Customer undertakes to:
 - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which SEBC may reasonably require to;
 - i. register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - ii. register any other document required to be registered by the PPSA; or
 - iii. correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, SEBC for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of SEBC;
 - (d) Not register or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of SEBC.
 - (e) Immediately advise SEBC of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

- 10.4 SEBC and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 10.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 10.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 10.7 Unless otherwise agreed to in writing by SEBC, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 10.8 The Customer must unconditionally ratify any actions taken by SEBC under clauses 10.3 to 10.5.
- 10.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

11 Security and Charge

- 11.1 In consideration of SEBC agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 11.2 The Customer indemnifies SEBC from and against all SEBC's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising SEBC's rights under this clause.
- 11.3 The Customer irrevocably appoints SEBC and each director of SEBC as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Customer's behalf.

12 Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 12.1 The Customer must inspect the Goods on Delivery and must within seven (7) days of Delivery notify SEBC in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow SEBC to inspect the Goods.
- 12.2 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).
- 12.3 SEBC acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 12.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, SEBC makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. SEBC's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 12.5 If the Customer is a consumer within the meaning of the CCA, SEBC's liability is limited to the extent permitted by section 64A of Schedule 2.
- 12.6 If SEBC is required to replace the Goods under this clause or the CCA, but is unable to do so, SEBC may refund any money the Customer has paid for the Goods.
- 12.7 If the Customer is not a consumer within the meaning of the CCA, SEBC's liability for any defect or damage in the Goods is:
- limited to the value of any express warranty or warranty card provided to the Customer by SEBC at SEBC's sole discretion;
 - limited to any warranty to which SEBC is entitled, if SEBC did not manufacture the Goods;
 - Otherwise negated absolutely.
- 12.8 Subject to this clause 12, returns will only be accepted provided that:
- the Customer has complied with the provisions of clause 12.1; and
 - SEBC has agreed that the Goods are defective; and
 - the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and
 - The Goods are returned in as close a condition to that in which they were delivered as is possible.

- 12.9 Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, SEBC shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- the Customer failing to properly maintain or store any Goods;
 - the Customer using the Goods for any purpose other than that for which they were designed;
 - the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - the Customer failing to follow any instructions or guidelines provided by SEBC;
 - fair wear and tear, any accident, or act of God;
- 12.10 In the case of second hand Goods, unless the Customer is a consumer under the CCA, the Customer acknowledges that it has had full opportunity to inspect the second hand Goods prior to Delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by SEBC as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Customer acknowledges and agrees that SEBC has agreed to provide the Customer with the second hand Goods and calculated the Price of the second hand Goods in reliance of this clause 12.10.
- 12.11 SEBC may in its absolute discretion accept non-defective Goods for return in which case SEBC may require the Customer to pay handling fees of up to ten percent (10%) of the value of the returned Goods plus any freight costs.
- 12.12 Notwithstanding anything contained in this clause, if SEBC is required by law to accept a return then SEBC will only accept a return on the conditions imposed by that law.

13 Intellectual Property

- 13.1 Where SEBC has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of SEBC.
- 13.2 The Customer warrants that all designs, specifications or instructions given to SEBC will not cause SEBC to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify SEBC against any action taken by a third party against SEBC in respect of any such infringement.
- 13.3 The Customer agrees that SEBC may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which SEBC has created for the Customer.

14 Default and Consequences of Default

- 14.1 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 (2.5%) per calendar month (and at SEBC's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 14.2 If the Customer owes SEBC any money the Customer shall indemnify SEBC from and against all costs and disbursements incurred by SEBC in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, SEBC's collection agency costs, and bank dishonour fees).
- 14.3 Without prejudice to any other remedies SEBC may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions SEBC may suspend or terminate the supply of Goods to the Customer. SEBC will not be liable to the Customer for any loss or damage the Customer suffers because SEBC has exercised its rights under this clause.
- 14.4 Without prejudice to SEBC's other remedies at law SEBC shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to SEBC shall, whether or not due for payment, become immediately payable if:
- any money payable to SEBC becomes overdue, or in SEBC's opinion the Customer will be unable to make a payment when it falls due;
 - the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

15 Cancellation

- 15.1 SEBC may cancel any contract to which these terms and conditions apply or cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice SEBC shall repay to the Customer any money paid by the Customer for the Goods. SEBC shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 15.2 In the event that the Customer cancels Delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by SEBC as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 15.3 Cancellation of orders for Goods made to the Customer's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.

16 Privacy Act 1988

- 16.1 SEBC collects personal information about the Customer (if a sole trader, individual trustee or partnership of individuals) for the purposes set out in its Privacy Policy. This policy may be located at www.kalubeer.com.au. A hardcopy of this policy can also be provided to the Customer upon request.
- 16.2 The Privacy Policy Sets out: the personal information SEBC collects; how SEBC collects it and uses this information; how the Customer may access or correct it; and how the Customer may make a complaint in respect of SEBC's management of the information.
- 16.3 By the Customer providing instructions to SEBC for the supply of Goods, the Customer is consenting to SEBC collecting, handling, using, disclosing and otherwise dealing with the Customer's personal information (including credit related personal information) in accordance with terms of SEBC's Privacy Policy and in accordance with Australia's privacy laws.

17 Notices

- 17.1 Any written notice given under this contract shall be delivered by handing the notice to the other party in person, leaving it at the address of the other party stated in this contract, or by sending it by registered post to the address of the other party as stated in this contract.

18 General

- 18.1 The failure by SEBC to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect SEBC's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 18.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state of Victoria in which SEBC has its principal place of business, and are subject to the jurisdiction of the courts of Swan Hill in that state.
- 18.3 Subject to clause 12, SEBC shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by SEBC of these terms and conditions (alternatively SEBC's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 18.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by SEBC nor to withhold payment of any invoice because part of that invoice is in dispute.
- 18.5 SEBC may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 18.6 The Customer agrees that SEBC may amend these terms and conditions at any time. If SEBC makes a change to these terms and conditions, then that change will take effect from the date on which SEBC notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for SEBC to provide Goods to the Customer.
- 18.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 18.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and legal obligations on it.