

# Pulford Air & Gas – Terms & Conditions of Trade

<b>1. Definitions</b>	benefit of the Company and must sell, dispose of or return the resulting product to the Company as it so directs.	<b>15. Compliance with Laws</b>	The Customer and the Company shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the works.
<b>1.1</b> "Company" means F R Pulford & Son Pty Ltd T/A Pulford Air & Gas, its successors and assigns or any person acting on behalf of and with the authority of F R Pulford & Son Pty Ltd T/A Pulford Air & Gas.	(e) the Customer irrevocably authorises the Company to enter any premises where the Company believes the Goods are kept and recover possession of the Goods.	<b>15.1</b>	The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the works.
<b>1.2</b> "Customer" means the person/s buying the Goods (and/or hiring Equipment) 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.	(f) the Company may recover possession of any Goods in transit whether or not delivery has occurred.	<b>15.2</b>	The Customer agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
<b>1.3</b> "Goods" means all Goods or Services supplied by the Company 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).	(g) the Customer shall not charge or grant an encumbrance over the Goods nor grant otherwise give away any interest in the Goods while they remain the property of the Company.	<b>15.3</b>	
<b>1.4</b> "Equipment" means all Equipment including any accessories supplied on hire by the Company to the Customer (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by the Company to the Customer.	(h) the Company may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.	<b>16. Dispute Resolution</b>	If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:
<b>2. Acceptance</b>	<b>10. Personal Property Securities Act 2009 ("PPSA")</b>	<b>16.1</b>	(a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia;
<b>2.1</b> 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 of the Goods/Equipment.	<b>10.1</b> In a clause financing statement, financing charge statement, security agreement, and security interest as defined in the PPSA.	<b>16.2</b>	(b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.
<b>2.2</b> These terms and conditions may only be amended with the Company's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Company.	<b>10.2</b> 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/Equipment that has previously been supplied to the Customer that will be supplied in the future by the Company to the Customer.	<b>17. Cancellation</b>	The Company may cancel any contract to which these terms and conditions apply or cancel delivery of Goods/Equipment at any time before the Goods/Equipment are due to be delivered by giving written notice to the Customer. On giving such notice the Company shall repay to the Customer any money paid by the Customer for the Goods/Equipment. The Company shall not be liable for any loss or damage whatsoever arising from such cancellation.
<b>3. Change in Control</b>	<b>10.3</b> The Customer undertakes to:	<b>17.1</b>	(a) to assess any application for a default by the Customer, and/or
<b>3.1</b> The Customer shall give the Company 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, or business practices). The Company shall be liable for any loss incurred by the Company as a result of the Customer's failure to comply with this clause.	(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 the Company may reasonably require to:	<b>17.2</b>	(b) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
<b>4. Price and Payment</b>	(i) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register;	<b>17.3</b>	(c) enabling the daily operation of Customer's account and/or the collection of amounts due to or from the Customer's account in relation to the Goods/Equipment.
<b>4.1</b> At the Company's sole discretion the Price shall be either:	(ii) register any other document required to be registered by the PPSA; or	<b>18.1</b>	(a) to obtain a consumer credit report about the Customer;
(a) as indicated on any invoice provided by the Company to the Customer; or	(iii) correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(ii);	<b>18.2</b>	(b) allow a credit reporting agency to create or maintain a credit information file containing the information given to the credit reporting agency may include:
(b) the Price as at the date of delivery of the Goods/Equipment according to the Company's current price list; or	(iv) indemnify, and upon demand reimburse, the Company for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Goods/Equipment charged thereby;	<b>18.3</b>	(a) personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
(c) the Company'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.	(v) not register a financing charge statement in respect of a security interest without the prior written consent of the Company;	<b>18.4</b>	(b) details concerning the Customer's application for credit or commercial credit and the Customer's creditworthiness;
<b>4.2</b> The Company reserves the right to change the Price if a variation to the Company's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, any variation as a result of fluctuations in currency exchange rates or increases to the Company in the cost of taxes, levies, materials and labour) will be charged for on the basis of the Company's quotation and will be shown as variations on the invoice.	(vi) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods/Equipment in favour of a third party without the prior written consent of the Company;	<b>18.5</b>	(c) advice that the Company is a current credit provider to the Customer;
<b>4.3</b> At the Company's sole discretion a deposit may be required.	(vii) immediately advise the Company of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.	<b>18.6</b>	(d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
<b>4.4</b> Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Customer on the date/s determined by the Company, which may be:	<b>10.4</b> The Company 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.	<b>18.7</b>	(e) information that, in the opinion of the Company, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customer's credit obligations);
(a) on delivery of the Goods/Equipment;	<b>10.5</b> The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.	<b>18.8</b>	(f) advice that any debt claimed by the Customer for one hundred dollars (\$100) or more, has been dishonoured more than once;
(b) before delivery of the Goods/Equipment;	<b>10.6</b> The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.	<b>18.9</b>	(g) that credit provided to the Company by the Customer has been paid or otherwise discharged.
(c) the date which is thirty (30) days following the date of any invoice given to the Customer by the Company;	<b>10.7</b> Unless otherwise agreed to in writing by the Company, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.	<b>19. Unpaid Customer's Rights</b>	Where the Customer has left any item with the Company for repair, modification, exchange or for the Company to perform any other service in relation to the item and the Company has not received or been tendered the whole of any monies owing to it by the Customer, the Company shall have, until all monies owing to the Company are paid:
(d) by way of instalments/progress payments in accordance with the Company's payment schedule;	<b>10.8</b> The Customer must unconditionally ratify any actions taken by the Company under clauses 10.3 to 10.5.	<b>19.1</b>	(a) the right to retain, apply to the court, sell, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
(e) thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices;	<b>10.9</b> 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.	<b>19.2</b>	(b) the lien of the Company shall continue despite the commencement of proceedings, or judgment for any monies owing to the Company having been obtained against the Customer.
(f) the date specified on any invoice or other form as being the date for payment; or	<b>11. Security and Charge</b>	<b>20. Equipment Hire</b>	Equipment shall at all times remain the property of the Company and is returnable on demand by the Company. In the event that Equipment is not returned to the Company in the condition in which it was delivered the Company retains the right to charge the Customer the full cost of replacing the Equipment. In the event that Equipment is not returned at all the Company shall have the right to charge the Customer the full cost of replacing the Equipment. The Customer shall:
(g) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Company;	<b>11.1</b> In consideration of the Company agreeing to supply the Goods/Equipment, 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 monies).	<b>20.1</b>	(a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to a lien over the Equipment.
<b>4.5</b> Payment may be made by cheque or bank cheque (stamp provided), electronic/on-line banking, credit card (plus a surcharge of up to two percent (2%) of the Price. When payment made by AMEX surcharge is up to three percent (3%) of the Price), or by any other method as agreed to between the Customer and the Company.	<b>11.2</b> The Customer irrevocably appoints the Company and against all the Company's costs and disbursements (including the costs of a solicitor) and own Customer basis incurred in exercising the Company's rights under this clause.	<b>20.2</b>	(b) not alter or make any additions to the Equipment including but without limitation assign, make any additions to, defacing or altering any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment.
<b>4.6</b> Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to the Company an amount equal to any GST the Company must pay for any supply by the Company under this or any other agreement for the sale of the Goods/hire of the Equipment. 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, duties and levies that may be applicable in addition to the Price except where they are expressly included in the Price.	<b>11.3</b> The Customer irrevocably appoints the Company and each director of the Company 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.	<b>20.3</b>	(c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by the Company.
<b>5. Delivery of Goods/Equipment</b>	<b>12. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)</b>	<b>20.4</b>	The Customer accepts full responsibility for the safekeeping of the Equipment and the Customer agrees to insure, or self insure, the Company's interest in the Equipment and agrees to indemnify the Company against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising from the use of the Equipment. Where the Customer will not use the Equipment nor permit it to be used as a manager as would permit an insurer to decline any claim.
<b>5.1</b> Delivery ("Delivery") of the Goods/Equipment is taken to occur at the time that:	<b>12.1</b> The Customer must inspect the Goods/Equipment on delivery and must within seven (7) days of completion of delivery 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/Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow the Company to inspect the Goods/Equipment.	<b>20.5</b>	The Customer agrees to indemnify the Company against any loss, damage or injury to property or persons arising from the use of the Equipment. Where the Customer will not use the Equipment nor permit it to be used as a manager as would permit an insurer to decline any claim.
(a) the Customer's nominated carrier takes possession of the Goods/Equipment at the Company's address; or	<b>12.2</b> The Customer must pay to the Company the full cost of any 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/Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow the Company to inspect the Goods/Equipment.	<b>21. Building and Construction Industry Security of Payments Act 1999</b>	At the Company's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services, the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply.
(b) the Company (or the Company's nominated carrier) delivers the Goods/Equipment to the Customer's nominated address even if the Customer is not present at the address.	<b>12.3</b> The Company acknowledges that nothing in these terms and conditions purports to modify or restrict the Non-Excluded Guarantees.	<b>21.1</b>	Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.
<b>5.2</b> At the Company's sole discretion the cost of delivery is in addition to the Price.	<b>12.4</b> Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Company makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods/Equipment. The Company's liability in respect of these warranties is limited to the fullest extent permitted by law.	<b>21.2</b>	
<b>5.3</b> The Customer must receive delivery by receipt or collection of the Goods/Equipment whenever either is tendered for delivery. In the event that the Customer is unable to take delivery of the Goods/Equipment as arranged then the Company shall be entitled to charge a reasonable fee for redelivery of the Goods/Equipment and/or the storage of the Goods.	<b>12.5</b> If the Customer is a consumer within the meaning of the CCA, the Company's liability is limited to the extent permitted by section 64A of Schedule 2.	<b>22. General</b>	The failure by the Company to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Company's right to subsequently enforce the provisions of these terms and conditions which shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
<b>5.4</b> The Company may deliver the Goods/Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	<b>12.6</b> If the Customer is required to replace the Goods under this clause or the CCA, but is unable to do so, the Company may refund any money the Customer has paid for the Goods.	<b>22.1</b>	These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which the Company has its principal place of business, and are subject to the jurisdiction of the courts of that state.
<b>5.5</b> Any time or date given by the Company to the Customer is an estimate only. The Customer must still accept delivery of the Goods/Equipment even if late and the Company will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.	<b>12.7</b> If the Customer is not a consumer within the meaning of the CCA, the Company's liability for any defect or damage to the Goods is:	<b>22.2</b>	Subject to clause 12 the Company 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 the Company of these terms and conditions (alternatively the Company's liability shall be limited to damages which under no circumstances shall exceed the value of the Goods/Equipment).
<b>6. Risk</b>	(a) limited to the value of any express warranty or warranty card provided to the Customer by the Company at the Company's sole discretion;	<b>22.3</b>	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 the Company nor to withhold payment of any invoice because part of that invoice is in dispute.
<b>6.1</b> 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.	(b) limited to any warranty to which the Company is entitled, if the Company did not make any such warranty; and	<b>22.4</b>	The Company may license or sub-contract all or any part of its rights and obligations without the consent of the Customer.
<b>6.2</b> If any of the Goods are damaged or destroyed following delivery prior to ownership passing to the Customer, the Company will continue to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Company is sufficient evidence of the Company's rights to receive the insurance proceeds without the need for any person dealing with the Company to make further enquiries.	(c) otherwise negated absolutely.	<b>22.5</b>	The Customer agrees that the Company may amend these terms and conditions at any time. If the Company makes a change to these terms and conditions, then that change will take effect from the date on which the Company notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further receipt for the Company to provide Goods/Equipment to the Customer.
<b>6.3</b> If the Customer requests the Company to leave Goods outside the Company's premises for collection or to deliver Goods to an unattended location then such Goods shall be left at the Customer's sole risk.	<b>12.8</b> Subject to this clause 12, returns will only be accepted provided that:	<b>22.6</b>	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.
<b>6.4</b> 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, the Company reserves the right to vary the Price with alternative Goods as per clause 4.2. The Company also reserves the right to halt all Services until such time as the Company and the Customer agree to such changes.	(a) the Customer has complied with the provisions of clause 12.1; and	<b>22.7</b>	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 valid legal obligations on it.
<b>6.5</b> Where the Company is required to install the Materials the Customer warrants that the structure of the premises or equipment in or upon which these Materials are to be installed or erected is sound and will sustain the installation and work incidental thereto and the Company shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising in connection with the installation and work incidental thereto.	(b) the Company has agreed that the Goods are defective; and	<b>22.8</b>	
<b>6.6</b> Whilst the final location of the condensing unit is at the discretion of the Customer, a charge will apply as a variation as per clause 4.2 if the Customer requests the unit to not be located adjacent to the external wall, due to the underground piping required.	(c) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and		
<b>6.7</b> The final location of the wall, window or floor unit must be determined on site by the Customer.	(d) the Goods are returned in as close a condition to that in which they were delivered as is possible.		
<b>6.8</b> The Customer acknowledges and agrees that the Company does not guarantee any noise levels (external or internal) and the Company shall not be held liable for any loss, damages, or costs, however resulting from noise levels.	<b>12.9</b> Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, the Company shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:		
<b>6.9</b> In the event that the Customer needs to be relocated due to complaints from neighbours or local authorities, then the Customer shall be responsible for any and all costs involved.	(a) the Customer failing to properly maintain or store any Goods/Equipment;		
<b>6.10</b> The Customer acknowledges and agrees that it is their responsibility to insure any equipment partly or completely installed on site, against theft or damage.	(b) the Customer using the Goods/Equipment after any defect became known to the Customer or should have become apparent as a reasonably prudent user;		
<b>6.11</b> In the event that the electrical wiring is required to be re-positioned at the request of any third party contracted by the Customer then the Customer agrees to indemnify the Company against any additional costs incurred with such a relocation of electrical wiring. All such variations shall be invoiced in accordance with clause 4.2.	(c) the Customer failing to follow any instructions or guidelines provided by the Company;		
<b>7. Accuracy of Customers plans</b>	(d) fair wear and tear, any accident, or act of God.		
<b>7.1</b> The Company shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, the Company accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.	<b>12.10</b> 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 the Company 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 the Company 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.		
<b>8. Access</b>	<b>12.11</b> The Company may, at its absolute discretion accept non-defective Goods for return in which case the Company may require the Customer to pay handling fees of up to twenty percent (20%) of the value of the returned Goods plus any freight costs.		
<b>8.1</b> The Customer shall ensure that the Company has clear and free access to the work site at all times to enable them to undertake the work. The Company shall not be liable for any loss or damage to the site (including without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Company.	<b>12.12</b> Notwithstanding anything contained in this clause if the Company is required by a law to accept a return then the Company will only accept a return on the conditions imposed by that law.		
<b>9. Title To Goods</b>	<b>13. Intellectual Property</b>		
<b>9.1</b> The Company and the Customer agree that ownership of the Goods shall not pass until:	<b>13.1</b> Where the Company has designed, drawn or developed Goods/Equipment for the Customer, then the copyright in any designs and drawings and documents shall remain the property of the Company.		
(a) the Customer has paid the Company all amounts owing to the Company; and	<b>13.2</b> The Customer warrants that all designs, specifications or instructions given to the Company will not cause the Customer to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify the Company against any action taken by a third party against the Company in respect of any such infringement.		
(b) the Customer has met all of its other obligations to the Company.	<b>13.3</b> The Customer agrees that the Company may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Company has created for the Customer.		
<b>9.2</b> Receipt by the Company 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.	<b>14. Default and Consequences of Default</b>		
<b>9.3</b> It is further agreed that:	<b>14.1</b> 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 the Company's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgement.		
(a) until ownership of the Goods passes to the Customer in accordance with clause 9.1 that the Customer is only a bailee of the Goods and must return the Goods to the Company on request.	<b>14.2</b> If the Customer owes the Company any money the Customer shall indemnify the Company from and against all costs and disbursements incurred by the Company in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own Customer basis, the Company's collection agency costs, and bank dishonour fees).		
(b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Company and the Customer proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.	<b>14.3</b> Without prejudice to any other remedies the Company may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Company may suspend or terminate the supply of Goods/Equipment to the Customer. The Company will not be liable to the Customer for any loss or damage to the Customer's premises because the Company has exercised its rights under this clause.		
(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 the Company and must pay or deliver the proceeds to the Company on demand.	<b>14.4</b> Notwithstanding the Company's other remedies at law the Company shall be entitled to cancel or suspend any part of its order of the Customer which remains unfulfilled and all amounts owing to the Company shall, whether or not due for payment, become immediately payable if:		
(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 Company.	(a) any money payable to the Company becomes overdue, or in the Company's opinion the Customer will be unable to make a payment when it falls due;		

Please sign here to indicate you have read and understood the terms and conditions above:

Please note that a larger print version of these terms and conditions is available from the Company on request.