



Qenos Pty Ltd
 ABN 62 054 196 771

APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT

1 APPLICATION					
Upon Qenos allowing me/us to trade on credit, I/we agree, declare and acknowledge that the Terms apply to all my/our dealings with and I/we hereby agree to comply with the Terms. I/we further acknowledge that if I am/we are a corporation, provision of credit pursuant to this application may, at Qenos absolute discretion, be subject to and conditional upon all of my/our directors executing the attached Guarantee and Indemnity.					
2 (a) ESTIMATED MONTHLY PURCHASES: \$					
(b) PRODUCT TO BE PURCHASED:					
3 REPRESENTATION WARRANTY AND ACKNOWLEDGEMENT					
I/we HEREBY REPRESENT AND WARRANT that the information set out in this application is true and correct AND ACKNOWLEDGE that Qenos will rely upon the information provided and is hereby induced to grant credit to me/us.					
FULL NAMES AND ADDRESSES OF DIRECTORS, PARTNERS AND SOLE TRADERS					
1 Name : _____ Position: _____ Telephone : () _____					
Address : _____					
Date of Birth : / /	Residence (tick) :	<input type="checkbox"/> Own	<input type="checkbox"/> Renting	<input type="checkbox"/> Mortgage	To :
2 Name : _____ Position: _____ Telephone : () _____					
Address : _____					
Date of Birth : / /	Residence (tick) :	<input type="checkbox"/> Own	<input type="checkbox"/> Renting	<input type="checkbox"/> Mortgage	To :
3 Name : _____ Position: _____ Telephone : () _____					
Address : _____					
Date of Birth : / /	Residence (tick) :	<input type="checkbox"/> Own	<input type="checkbox"/> Renting	<input type="checkbox"/> Mortgage	To :
4 Name : _____ Position: _____ Telephone : () _____					
Address : _____					
Date of Birth : / /	Residence (tick) :	<input type="checkbox"/> Own	<input type="checkbox"/> Renting	<input type="checkbox"/> Mortgage	To :
Bank :	Branch :	BSB :			
Type of Business :			How long established?		

How long the current owner?

Name of any related or subsidiary companies or partnerships :

Are your business premises owned or leased?

Has the company granted security over its business assets?

Please attach financial records to support this application.

Trade References

Name – Supplier	Phone number
1.	
2.	
3.	



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GENERAL CREDIT TERMS

1. **Payment** : The Customer must pay for all Products supplied by **Qenos** prior to delivery or within any credit period granted in writing by **Qenos** .
2. **Interest** : Qenos is entitled to charge the Customer interest on amounts not paid within the specified credit period at a rate equivalent to the reference rate charged by Qenos's principal bankers plus an additional margin of 4%, from invoice date until payment of the debt.
3. **GST** : Each amount payable by the Customer under these Terms in respect of a Taxable Supply by Qenos is a GST exclusive amount and the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply" and "GST" have the meanings set out in the A New Tax System (Goods and Services) Act 1999.
4. **Withdrawal or Variation of Credit** : **Qenos** may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Customer.
5. **Property** : (a) Property in the Products shall not pass until the Customer has paid all monies owing to **Qenos** in full. Risk in the Products passes to the Customer at the time of delivery. (b) Until payment of all monies owed by the Customer to **Qenos** , the Customer holds the Products as fiduciary bailee and agent for **Qenos** and must keep the Products physically separate from all other goods of the Customer, and clearly identified as owned by **Qenos**. (c) If an Event of Default occurs, then without prejudice to **Qenos's** other rights, **Qenos** may without notice to the Customer enter any premises occupied by the Customer or any other place where the Products may be and recover possession of them. If the Customer sells any of the Products while money is owed to **Qenos**, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds. (d) If the Customer uses the Products in some manufacturing or construction process of its own or of some third party, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as relates to such Products in trust for **Qenos**. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to **Qenos** and at the time of payment of such proceeds the Customer's obligation to pay the amount owed for such Products will be discharged. (e) If the Products are resold, or goods using the Products are manufactured and resold by the Customer, the Customer holds all of the book debts owed in respect of such sales and proceeds of such sales in trust for **Qenos**. Such part of the book debts and proceeds shall be deemed to equal in dollar terms the amount owed by the Customer to **Qenos** at the time of the receipt of such book debts.
6. **Charge over Customer's Property** : Except where these Terms apply to a West Australian Customer (in which event this clause does not apply), as security for payment to **Qenos** of all moneys payable by the Customer, the Customer charges in favour of **Qenos** all of the Customer's interests in freehold and leasehold property both current and later acquired. The Customer irrevocably appoints each Officer as its attorney to do all things necessary to create and register each such charge.
7. **Suspension or Ceasing of Supply** : (a) **Qenos** may in its complete discretion and without incurring any liability to the Customer, cease or suspend supply of Products to the Customer or amend these Terms. (b) Without limiting clause 7(a), if an Event of Default occurs **Qenos** may, without prejudice to its other rights, call up monies owed to it by the Customer, retain all monies paid on account, or cease further deliveries and recover from the Customer all loss of profits arising therefrom, and/or take immediate possession of any Products not paid for.
8. **Liability of Qenos** : **Qenos** will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by **Qenos**, its employees, contractors or agents whether negligent or not, except that nothing in these Terms limits any liability imposed by any statute unless or to the extent that it is lawful to do so.
9. **Certification** : A statement signed by an Officer certifying the amount of any moneys payable by the Customer or identifying any Products as "unpaid for" is, in the absence of manifest error, conclusive and binding on the Customer.
10. **Notification of Change of Details** : The Customer will notify **Qenos** of any change in its structure or management, including any change of director, shareholder or any change in partnership or trusteeship within 7 days of the date of change.
11. **Effect of Other Terms** : These Terms are in no way affected by any other express or implied terms contained in any terms of sale issued in relation to the sale of the Products. No terms of the Customer apply to any agreement between the Customer and **Qenos**.
12. **Expenses** : The Customer must pay to **Qenos** any costs, charges and expenses (including all stamp duty and legal fees calculated on a solicitor own client basis) incurred by **Qenos** in connection with the entry into these Terms, the exercise or attempted exercise of any power, right or remedy under these Terms, and the failure of the Customer to comply with these Terms.
13. **Trusts** : These Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.
14. **Severance** : Each clause and subclause of this Guarantee is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.
15. **Application of Laws** : The parties submit to the non-exclusive jurisdiction of Victoria and the law applying in that Victoria is the proper law governing these Terms.
16. **Definitions** : In these Terms unless the context requires otherwise: (a) "**Customer**" means each and every person or corporation to whom **Qenos** supplies Products; (b) "**Event of Default**" means any of the following events: (i) the Customer fails to pay for the Products; (ii) the Customer is in breach of these Terms; (iii) if the Customer is a company: an order is made or a resolution is effectively passed for winding up of the Customer; the Customer resolves to appoint a receiver or provisional liquidator or an administrator, or a receiver or provisional liquidator or an administrator is appointed; the Customer goes into liquidation or makes an assignment or an arrangement or composition with its creditors; the Customer stops payment or is deemed unable to pay its debts within the meaning of the Corporations Act 2001; if the Customer is a natural person, an order is made for the Customer's bankruptcy, or the Customer dies or becomes mentally or physically incapable of managing his or her affairs or an order is applied for or made to place the assets and affairs of the Customer under administration; the Customer ceases or threatens to cease carrying on business; (c) "**Officer**" means each director, secretary, manager and authorised representative of **Qenos** ; (d) "**Qenos** " means Qenos Pty Ltd and its related bodies corporate as that phrase is defined in the Corporations Act 2001; (e) "**Products**" means all goods supplied by **Qenos** to the Customer; (f) "**Terms**" means these General Credit Terms.

I/We agree to be bound by the General Credit Terms set out above and by the terms set out in this application and warrant that the information given by me/us in this application is true and accurate.	
Name :	Position :
Signature : _____ (Signed for and on behalf of the Customer)	Dated : / /
Witness :	
Witness Address :	



APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT

GUARANTEE AND INDEMNITY

In consideration of **Qenos** agreeing (at the request of the customer named in the Application for Commercial Credit of which this Guarantee forms part ("**Customer**")) to sell goods or give credit to the Customer each person named as guarantor in the Schedule ("**Guarantor**") enters into this Guarantee and Indemnity ("**Guarantee**") in favour of **Qenos** in the following terms.

1 **Guarantee**

The Guarantor unconditionally and irrevocably guarantees to **Qenos** the due and punctual payment of the Guaranteed Moneys and agrees:

- (a) on demand from time to time to pay an amount equal to the Guaranteed Moneys then due and payable;
- (b) any statement signed by a **Qenos** director, secretary, manager or authorised representative certifying the amount of Guaranteed Moneys or the money owing by the Guarantor under his Guarantee is, in the absence of manifest error, binding and conclusive on and against the Guarantor.
- (c) this Guarantee is a continuing guarantee and remains in full force and effect until all the Guaranteed Moneys are paid or satisfied in full and is in addition to, and not prejudiced or affected by any other security or guarantee held by **Qenos** for the payment of Guaranteed Moneys;
- (d) the liabilities of the Guarantor and the rights of **Qenos** under this Guarantee are not affected by anything which might otherwise affect them at law or in equity; and
- (e) if any payment by the Guarantor under this Guarantee or the Customer is avoided, set aside, ordered to be refunded or reduced rendered unenforceable by any laws relating to bankruptcy, insolvency or liquidation, that payment will be taken not to have been made and **Qenos** is entitled to recover from the Guarantor the value of that payment as if that payment had never been made. This clause continues after this Guarantee is discharged.

2 **Indemnity**

If the obligation of the Customer to pay the Guaranteed Moneys to **Qenos** is unenforceable for any reason, the Guarantor as a separate undertaking unconditionally and irrevocably indemnifies **Qenos** against any loss **Qenos** suffers as a result. **Qenos** need not incur any expense or make any payment before enforcing this right of indemnity.

3 **Waiver**

No failure or delay by **Qenos** to exercise any power, right or remedy under this Guarantee operates as a waiver, nor does any single or partial exercise of any power, right or remedy preclude any other or further exercise of that power, right or remedy. **Qenos's** rights and remedies under this Guarantee are in addition to any rights and remedies arising at law.

4 **Claim in Administration**

Until this Guarantee is released by **Qenos**, the Guarantor will not without **Qenos's** consent, prove in any Administration of the Customer in competition with **Qenos**.

5 **Application of Moneys Received**

If **Qenos** receives or recovers money in respect of debts of the Customer indebtedness to **Qenos** from the Customer or anyone else, **Qenos** may use it to pay off whichever part of those debts it chooses and does not have to apply it for the Guarantor's benefit.

6 **Charge**

As security for payment to **Qenos** of the Guaranteed Moneys and for its obligations generally under this Guarantee, the Guarantor charges in favour of **Qenos** the whole of the Guarantor's undertaking, property and assets (including, without limitation, all of the Guarantor's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired.

7 **Trusts**

This document binds the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee.

8 **Expenses**

The Guarantor must pay to **Qenos** all costs, charges, fees and expenses (including, without limitation, all stamp duty and legal fees) incurred by **Qenos** in connection with any entry into this Guarantee, the exercise or attempted exercise of any power, right or remedy under this Guarantee, and the failure of the Guarantor to comply with any obligations under this Guarantee.

9 **Acknowledgment**

The Guarantor acknowledges that the Guarantor :

- (a) has entered into this Guarantee voluntarily;
- (b) has read and understood the nature and consequences of entering into this Guarantee;
- (c) has not signed this Guarantee on the basis of any representation of any of **Qenos**, its employees, agents or representatives or under the duress of any person;
- (d) is entitled to seek independent legal advice before signing this Guarantee; and
- (e) submits to the non-exclusive jurisdiction of the courts of the State in which this Guarantee is received by **Qenos** and that the law applying in that State is the proper law governing this Guarantee.

10 **Severance**

Each clause and subclause of this Guarantee is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.

11 **Definitions**

In this Guarantee unless the context requires otherwise :

Administration includes any administration or liquidation of a corporation, arrangement, receivership, receivership and management or anything similar;

Guaranteed Moneys means all moneys which are, will or may be at any time in the future, owing or payable to **Qenos** by the Customer for any reason whatsoever. It includes, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages. Where the Customer would have been liable but for its Administration, it will still be taken to be liable.

Qenos means Qenos Pty Ltd and its "related bodies corporate" as that phrase is defined in the Corporations Act 2001.

12 **Interpretation**

In this Guarantee unless the context requires otherwise, all references to a party include the party's successors and permitted assigns and where there is more than one Guarantor, the obligations of each Guarantor are joint and several.



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SCHEDULE

I have read and understood this document. I have not relied on anything said to me by the Customer as to what it means or what its effect may be.

SIGNED by each Guarantor in the presence of the witnesses named below.

Guarantor's Name :	Signature :
Witness' Name (Print) :	Signature :
Witness Address :	
Guarantor's Name :	Signature :
Witness' Name (Print) :	Signature :
Witness Address :	
Guarantor's Name :	Signature :
Witness' Name (Print) :	Signature :
Witness Address :	
Guarantor's Name :	Signature :
Witness Name (Print) :	Signature :
Witness Address :	

Dated this _____ day of _____ 20__

IMPORTANT NOTICE: This is an important document. It may require you to pay someone else's debts. You should ensure that you read and understand the terms of this Guarantee. If necessary, seek independent legal advice.

To submit this application —

1. Complete and sign the form.
2. Provide any attachments required: *balance sheet, profit and loss statement, and details of registered charges currently held over the company.*
3. Send the form and attachments to:

QENOS PTY LTD
 Credit Department
 Private Mailbag 3
 Altona VIC 3018
 (+61) 3 99310324

Or fax to

Genos Pty Ltd ABN 62 054 196 771
CONDITIONS OF SALE
Effective 1 September 2002

1. Definitions

In this agreement the following terms have the corresponding meanings:

"Goods" means all products and services agreed to be supplied by Genos to the Buyer under any Contract

"Buyer" means the person who acquires Goods from Genos under a Contract.

"Contract" means any contract, arrangement or understanding for the sale or supply of Goods between Genos and the Buyer.

"Genos" means Genos Pty Ltd and its agents, servants, and employees.

2. Statutory Provisions

These conditions:

- 2.1 shall be subject to the provisions of the Trade Practices Act 1974, any statutory amendment or re-enactment thereof for the time being in force and any other relevant and applicable State and/or Commonwealth legislation ("the Statutory Provisions");
- 2.2 unless Genos otherwise agrees in writing, are the only conditions of sale to which Genos will be bound and the Buyer agrees that these conditions will in all circumstances prevail over the Buyer's conditions of purchase (if any); and
- 2.3 supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of the Goods including, but not limited to, those relating to the performance of the Goods or the results that ought to be expected from using the Goods.

3. Quality & Claims

Subject to the Statutory Provisions:

- 3.1 Genos warrants that the Goods supplied are of merchantable quality.
- 3.2 Upon delivery of the Goods, the Buyer shall promptly examine them. If the Goods are not of merchantable quality, do not conform to any agreed specification, or have defects, the Buyer will notify Genos in writing within 30 days of delivery. If the Buyer does not so notify Genos, the Buyer shall be deemed to have accepted the Goods as being of merchantable quality, free from defects, and compliant with the agreed specification.
- 3.3 Genos shall have the right to examine the Goods and the Buyer must either return the Goods concerned to Genos, or where they are not capable of redelivery, the Buyer must make them available for inspection by Genos and permit Genos to take samples.
- 3.4 If Genos determines that the Buyer's claim under clause 3.2 is valid, then Genos will pay:
 - (a) the cost of returning the Goods that are capable of being returned;
 - (b) the cost of delivery of replacement Goods, if Genos elects to replace the Goods; or
 - (c) the cost of disposing of the Goods, where the Goods are not capable of being returned.
- 3.5 Genos's liability for breach of a condition or warranty contained in this Contract or implied into this Contract by the Statutory Provisions (other than a condition implied by Section 69 of the Trade Practices Act) is limited to any one of the following as determined by Genos:
 - (a) the replacement of the Goods or supply of equivalent Goods;
 - (b) the repair of the Goods or payment of the cost of having the Goods repaired; or
 - (c) the refund of the price paid by the Buyer for the Goods.
- 3.6 Genos will not be liable for any special, indirect, or consequential loss or damage including but not limited to loss of anticipated profits arising in any manner, directly, or indirectly, out of the Goods or the supply of the Goods to the Buyer.
- 3.7 The Buyer assumes all risk and liability for loss, damage or injury to persons or to property of the Buyer, or to others arising out of the use or possession of any of the Goods sold to the Buyer, whether such Goods are used singularly, or in combination with other substances, or any process.
- 3.8 As from the date upon which the Goods or any part have been treated, processed, or changed in any manner whatsoever, subject to the Statutory Provisions, the Buyer shall have no claim of any nature whatsoever arising directly or indirectly or however out of those Goods or the sale to the Buyer. The Buyer has the sole responsibility of determining whether the Goods are suitable for the use of the Buyer or any contemplated use of the Buyer, whether or not such use is known to Genos.

4. Advice

The Buyer hereby acknowledges that it has not relied on any service involving skill or judgement, or on any advice, recommendation, information or assistance provided by Genos in relation to the Goods or their use or application.

5. Delivery and Risk

- 5.1 Genos will, at its discretion, arrange for the delivery of the Goods to the Buyer and shall designate the route and the means of transportation for the delivery of the Goods. In the event that the Buyer requires a more expensive route and/or means of transportation, the Buyer will reimburse Genos for any extra costs involved.
- 5.2 Unless otherwise agreed, all prices for the Goods are for delivery free into store at the premises of the Buyer as stated overleaf.
- 5.3 The risk of loss and damage in respect of the Goods shall pass to the Buyer on delivery by Genos or its carrier (as the case may be).
- 5.4 Unless otherwise agreed, each delivery is a separate contract.
- 5.5 The Buyer warrants to Genos that the Buyer:
 - (a) will comply with all environmental laws and regulations in the storage and handling of the Goods;
 - (b) does or on the acquisition of the Goods will possess and comply with all necessary and/or relevant permits or licences pertaining to the storing and handling of the Goods; and
 - (c) shall ensure that it is familiar with and adheres to all the necessary and appropriate precautions and safety measures relating to the storing and handling of the Goods.
- 5.6 If Genos does not receive forwarding instructions sufficient to enable it to dispatch the Goods within 14 days of notification that they are ready, the Buyer shall be deemed to have taken delivery of the Goods from such date. The Buyer shall be liable for storage charges payable monthly on demand.
- 5.7 Except as otherwise agreed, the Buyer may not resell any Goods delivered to the Buyer under these conditions, unless those Goods form part of Value Added Goods.

6. Title

- 6.1 Title in and to the Goods shall not pass to the Buyer until payment in full for all Goods and all monies owing by the Buyer to Genos on any account whatsoever.
- 6.2 The Buyer acknowledges that until title in and to the Goods passes to the Buyer, the Buyer holds the Goods as bailee of Genos and that a fiduciary relationship exists between the Buyer and Genos.
- 6.3 Until title in and to the Goods passes to the Buyer in accordance with this clause 6, the Buyer shall store the Goods in such a manner that they are clearly identified as the property of Genos. Genos shall be entitled at any time to demand the return of the Goods and shall be entitled without notice to the Buyer and without liability to the Buyer to enter any premises occupied by the Buyer in order to search for and remove the Goods.
- 6.4 Notwithstanding that title in and to the Goods may not have passed to the Buyer, the Buyer may use the Goods in or subject the Goods to any manufacturing, mixing or other value adding process ("Value Adding Process"). In such circumstances:
 - (a) title in and to the Goods will remain with Genos unless the effect of the Value Adding Process is to destroy the essential identity or character of the Goods, notwithstanding any benefit that may accrue to Genos as a result thereof;
 - (b) where the essential identity or character of the Goods is destroyed, the Buyer will hold such part of the product of the Value Adding Process as relates to the price of the Goods which form part of, or a constituent ingredient of, the product on trust for Genos ("Value Added Goods").
- 6.5 The Buyer acknowledges that if it sells any Goods or Value Added Goods prior to payment in full for all Goods, as referred to in clause 6.1, it sells them as a fiduciary agent of Genos, provided that such sales shall not give rise to any obligations on the part of Genos.
- 6.6 If clause 6.5 relates to any Goods or Value Added Goods then the Buyer will hold the price of the Goods or such part of the proceeds of sale as relates to the price of the Goods on trust for Genos. The Buyer will hold such proceeds in a separate account that clearly identifies the proceeds as monies held on trust for and on behalf of Genos.
- 6.7 If title in and to the Goods has not passed to the Buyer or if the Value Added Goods are held partially on trust for Genos, the Buyer's implied right (if any) to sell the Goods or the Value Added Goods shall immediately terminate upon the happening of any of the events stipulated in clause 9.2.

7. Delay in Delivery

- 7.1 Genos shall seek to deliver to the Buyer on any date specified overleaf, however, any date of delivery is an estimate only. Genos will not be liable for any loss or damage arising as a result of or in consequence of any failure by Genos to deliver by any specified date.

- 7.2 Failure by Genos to deliver the Goods by reason of any circumstances of whatever nature including but not limited to fire, flood, explosion, strike, lock-out or other industrial act or dispute, the break down of or accident to plant, unavailability or shortage of raw material, labour, power supplies or transport facilities, a shortage of product, an act of God, or any order or direction of any local, state or federal government or governmental authority or instrumentality shall not constitute a breach of these conditions or involve Genos in any liability.
- 7.3 In the event that Genos is prevented from delivering the Goods for one calendar month or more after any date specified for delivery by reason of the matters set out in clause 7.2, then either Genos or the Buyer shall have the option of cancelling the Contract as it relates to the Goods for which delivery has been delayed. Any cancellation shall be by written notice to the other party within 14 days of the expiration of the said calendar month.

8. Description

Any description of the Goods overleaf is given by way of identification only and the use of such description shall not constitute a contract of sale by description.

9. Price, Payment, Default and Taxes

Unless otherwise agreed in writing:

- 9.1 the price payable for the Goods shall be the price ruling as determined by Genos at the date of delivery. Any price indication or price list is subject to alteration in accordance with the price ruling at the delivery date.
- (a) payment for the Goods shall be made within 30 days of delivery or as otherwise identified in any statement of account issued by Genos;
- (b) the price payable does not include sales tax, goods and services tax, or any other taxes and duties and the Buyer shall indemnify Genos from and against any direct or indirect liability for such taxes or duties;
- (c) prices are subject to change without notice at any time and in the event that the price of the Goods is increased, Genos will, before making the delivery, notify the Buyer of the increase in the price of the Goods and the Buyer shall have the right to cancel the delivery of the Goods to which the increase in price applies;
- (d) Genos reserves the right to require payment in advance or cash on delivery from the Buyer.
- 9.2 If any of the events set out in sub-clauses (a) to (e) below occur, Genos may at its option, withhold further deliveries or cancel this Contract without notice to the Buyer, and without prejudice to any other action or remedy which Genos has or might otherwise have had, and all monies owing and outstanding to Genos on any account whatever, and irrespective of whether the due date on any statement of account has occurred or passed, shall immediately become due and payable:
 - (a) The Buyer makes default in any payments or is unable or states that it is unable to pay its debts as and when they fall due;
 - (b) The Buyer being an individual commits an act of bankruptcy or has a controller or trustee appointed in respect of the Buyer's estate or any part of the Buyer's property or assets;
 - (c) The Buyer being a company passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against it;
 - (d) A receiver, receiver and manager, controller or voluntary administrator is appointed over any part of the property or assets of the Buyer;
 - (e) The Buyer experiences any analogous event having substantially similar effect to any of the events specified above.
- 9.3 Notwithstanding anything contained in this clause 9, Genos may at all times in its sole and unfettered discretion, without being under any duty or obligation to assign reasons, review, alter or terminate the Buyer's credit limit or payment terms without notice. The decision of Genos shall be final and Genos accepts no liability or responsibility for any loss, however arising, incurred by the Buyer due to the operation of this condition.
- 9.4 If GST is proposed on any supply made under or in accordance with this Contract, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this Agreement.
- 9.5 If this Contract requires a party to pay for, reimburse or contribute to any expense loss or outgoing ("reimbursable expense") suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of:
 - (a) the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense; and
 - (b) if the other party's recovery from the first party is consideration for a taxable supply, and GST payable in respect of that supply.
- 9.6 Any expression used in clauses 9.4 and 9.5 that are defined in the New Tax Systems (Goods and Services Tax) Act 1999 shall have a corresponding meaning in this Contract.
10. **Returnable Packaging**
Returnable Packaging in which and on which Goods are delivered, remain the property of Genos (or may be in possession of Genos under agreements with third parties) and must not be used for any other commodity than that contained at the time of delivery. The Buyer shall return all Returnable Packaging delivered by Genos as soon as practicable after the Goods have been removed. The Buyer shall compensate Genos for the replacement cost of any Returnable Packaging that is not returned or for the repair cost of Returnable Packaging that is returned in poor order or condition.
11. **General Lien**
In addition to any right of lien to which Genos may be entitled under the common law, Genos shall be entitled to exercise a general lien over all items in its possession belonging to the Buyer until the Buyer has paid in full for all Goods supplied by Genos of the Buyer. Genos may in its sole discretion sell any item that is subject to the said lien, provided that Genos shall pay to the Buyer any surplus proceeds that are realised by it from a sale of the said items after discharging in full all monies outstanding to Genos in respect of Goods that have been delivered by it to the Buyer.
12. **Severance**
If any provision of these conditions or its application to any person or circumstance is or becomes invalid, illegal or unenforceable, the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down the provision or part of it shall be deemed to be void and severable and the remaining provisions of these conditions shall not in any way be affected or impaired.
13. **Waiver**
The failure by Genos to insist upon strict performance of any term or condition of the Contract shall not be deemed a waiver thereof or of any rights Genos may have and no express waiver shall be deemed a waiver of any subsequent breach of any term or condition.
14. **Notices**
Notices to Genos to be given or made under this Contract:
 - (a) must be in writing;
 - (b) must be delivered to Genos by prepaid post, by hand, or by facsimile to the address or facsimile number appearing overleaf, or the address or facsimile number last notified by Genos;
 - (c) will be taken to be duly given or made:
 - (i) in the case of delivery in person when delivered;
 - (ii) in the case of delivery by post, two business days after the date of posting, or seven business days after the date of posting, if posting to an address in another country;
 - (iii) in the case of facsimile, on receipt by the sender of a transmission control report from the despatching machine transmission was made without error.
15. **Governing Law**
This Contract shall be governed by the laws of the State of Victoria notwithstanding the place in which the Goods or any part of them are to be delivered. The Buyer submits to the exclusive jurisdiction of the courts of the State of Victoria.