

IMPORTANT INFORMATION ABOUT OUR TERMS AND CONDITIONS

The NSW Fair Trading Act 1987 requires us to draw to your attention the substance and effect of any term or condition relating to the supply of goods or services by us that may substantially prejudice your interests as a consumer.

Please take note of the following provisions of our standard terms and conditions.

Capitalised terms are defined in our standard terms and conditions documents.

	Clauses	Substance and effect
<i>Credit & General Terms</i>		
Clause 9	<p>You charge your current and future estate and interest in all real property in favour of us to secure the performance of your obligations under our Credit & General Terms and any Contract.</p> <p>You appoint us and each of our directors as your joint and several attorneys for the purpose of doing all acts as we deem necessary to give effect to clause 9.</p> <p>That means that if you do not comply with your obligations under the Contract, including by not paying any amount due to us under the Contract, we can look to put a caveat over any land that you own as security for payment of those outstanding amounts. To take that action, we can sign any required documents on your behalf without your further consent.</p>	
Clause 12	<p>We are not responsible for any damages caused by any delay, default or other failure to perform under a Contract due to any contingency beyond our reasonable control preventing or interfering with such performance.</p>	
Clause 13.2	<p>You indemnify us from and against all Loss arising from your acts or omissions except to the extent that such Loss is caused or contributed to by gross negligence or wilful misconduct on our part.</p>	
Clause 15	<p>You authorise and acknowledge that:</p> <ul style="list-style-type: none"> • we may disclose your personal information to other credit providers in order to assess your Credit Application and collect overdue accounts; • we will collect, use and disclose any personal information provided in a Credit Application and Contract Particulars in accordance with our Privacy and Credit Reporting Policy (which can be accessed at www.resourceco.com.au); and • we may supply information about your credit worthiness to other credit providers. 	
<i>Incoming Material Terms</i>		
Clause 5.8	<p>Any costs or liabilities incurred by us in connection with the Material or Excluded Material will be borne by you. This includes testing, treating, storing and removing the material and any damage caused by the delivery of the material.</p>	
Clause 7.2	<p>You indemnify us for any Loss incurred by us arising from the you and your Personnel accessing the Premises or for any breach of clause 7.</p>	
Clause 8	<p>To the extent permitted by law, we provide no warranties or guarantees whether express or implied in connection with the services (the receipt of the Material).</p> <p>You release us from any Loss suffered or incurred by you or your Personnel in relation to us receiving or rejecting the Material or Excluded Material.</p>	