

The GNS Group of Entities



Terms and Conditions of Trade Please read carefully

These Terms and Conditions are to be read with the Application for Credit Account and Deed of Guarantee and Indemnity.

The following entities and their registered business names are defined as “GNS”, “we” or “us”:

Arakella Pty Ltd ACN 003 907 319 as trustee for the GNS Trading Trust ABN 96 254 361 926 trading as:

GNS Wholesale Stationers; WA Stationery Office Product Wholesalers; Satex Holdco Pty Ltd ACN 623 039 298 trading as Satex Distributors; and FEC Holdco Pty Ltd ACN 623 039 387 trading as Filing Efficiency Centre.

You acknowledge being bound by the following terms and conditions:

1. Purchase and supply

- 1.1. You agree to purchase and we agree to supply all Goods and Services subject to these Terms and Conditions.
- 1.2. You will be bound by these Terms and Conditions upon:
 - (a) completing our Online Account Application
 - (b) signing this document; and/or
 - (c) placing a written or oral purchase order for our Goods and/or Services which we accept.
- 1.3. Any Order submitted by a Customer to GNS shall be deemed to be made pursuant to these Terms and is an irrevocable offer. GNS may accept any Order in whole or in part. Acceptance by GNS at its discretion, may be via conduct, processing the Order, by electronic means, oral or in writing and does not need to be notified to Customer. Any Order accepted by GNS cannot be varied or cancelled by the Customer without GNS’s written consent.
- 1.4. Prices quoted do not include any additional charges, including special order administration fees, bulky good fees, interstate freight charges, freight surcharges, drop shipment costs, which will be invoiced where applicable as determined by GNS. All prices and fees quoted are ex GST.
- 1.5. Delivery requests such as interstate transfers where your Orders draw stock from a GNS warehouse interstate from your delivery address will be charged at \$20.00 (ex GST) per carton. These interstate rates and charges will be invoiced at the end of each calendar month.
- 1.6. All invoices shall be deemed to be accepted as a correct charge if, after seven days from the date of receipt of the invoice, you raise no objection to the invoice.
- 1.7. A minimum order value may be implemented and varied from time to time at GNS’ sole discretion.

2. Quote

- 2.1. We may provide you with a Quote for the supply of Goods and/or Services.
- 2.2. If we provide you with a Quote, we are not obliged to supply the Goods and/or Services until the Quote has been accepted by you either orally or in writing.

3. Extension of Credit

- 3.1. Upon completion by you of an Application for Credit Account and Guarantee in the form attached to these Terms and Conditions, we may, at our sole discretion, extend credit to you. You are not entitled to any extension of credit, nor the provision of Goods and/or Services, until you receive written notice from us stating that the credit facility has been granted.

4. Payment

- 4.1. You must pay the Amount Due to us in full within 30 days of the end of each month for delivered Goods and/or Services, unless other trading terms are agreed to in writing by GNS, in which case you shall pay the Amount Due within those further trading terms as though they form part of this document.
- 4.2. You are required to pay the Amount Due for purchases with no deduction or set-off, subject to clause 4.3.
- 4.3. In the event of a dispute, the complete undisputed portion of the account must be paid to us in full within 30 days of the end of each month and clause 18 will apply.

5. Payment methods

- 5.1. All payments must be paid by credit card, cash, electronic funds transfer (including direct debit) or cheque.
- 5.2. Payments must be made without any deduction for fees or charges imposed by your bank and or any third parties.
- 5.3. Where GNS accepts payment from you by means of a credit card, GNS may charge an additional surcharge fee.

6. Direct debit

- 6.1. By completing and submitting a direct debit request, you authorise us to arrange for funds to be debited from your Nominated Account in payment of the Amount Due (and interest if applicable).

7. GST

- 7.1. You agree to pay any GST applicable to any Goods and Services.
- 7.2. We will provide you with a Tax Invoice for the Amount Due if GST applies to any Goods and Services.

8. Default

- 8.1. If you do not pay the Amount Due in full in accordance with these Terms and Conditions, then you must pay to us interest charged at National Australia Bank's Benchmark Business Lending Indicator Rate, as published from time to time, plus 3% per annum on the balance of the Amount Due for the period from and including the due date for payment until the date that payment of the Amount Due is made in full.
- 8.2. You agree to pay any costs and expenses incurred by GNS in connection with exercising our rights for the recovery of the Amount Due under these Terms and Conditions, including but not limited to debt collection agent fees and commission and legal costs on an indemnity basis in bringing debt recovery proceedings or a claim for breach of these Terms and Conditions.
- 8.3. You agree that in the event of your failure to comply with your payment obligations under these Terms and Conditions, GNS is authorised to notify suppliers delivering turnover orders on behalf of GNS, to hold supply. This notification will be reversed once you have brought the account back within the scope of these Terms and Conditions.
- 8.4. You agree to make good any loss incurred or suffered by GNS as a result of your failure to pay the Amount Due in full or your breach of these Terms and Conditions.

9. Retention of Title

- 9.1. Property in and ownership of the Goods shall not pass to you until payment of the Amount Due and any other amounts owing to GNS by you from time to time have been paid in full.
- 9.2. GNS retains equitable and legal title in the Goods until such title has passed in accordance with Clause 9.1.
- 9.3. Until title has passed, you take custody of the Goods and retain them as fiduciary agent of GNS (storing them separately in a manner which clearly identifies the Goods as the property of GNS).
- 9.4. Upon demand you will immediately deliver the Goods to GNS and/or allow GNS, its servants or agents to enter upon any premises where the Goods have been stored (or where GNS suspects the Goods have been stored) to recover them.
- 9.5. You hereby indemnify GNS from and against any liability to any third party in respect of any claims, actions, proceedings, demands, costs, damages and loss arising from GNS exercising its rights under this clause.
- 9.6. If you sell the Goods prior to paying the Amount Due in full, you will hold all proceeds of sale from such Goods on trust for GNS and will keep such proceeds in a separate account until your liability to GNS is discharged.

10. Risk in the Goods

- 10.1. The risk in the Goods and all insurance responsibility for theft, damage or otherwise in respect of the Goods passes to you immediately upon delivery of the Goods.
- 10.2. Until property in and ownership of the Goods passes to you, you must keep the Goods insured and produce to us, upon demand, evidence of such insurance. If you fail to insure the Goods, we may do so and the cost of such insurance shall be payable by

you to us upon demand.

11. Return of Goods

- 11.1. Returns within 7 days of purchase will be considered for credit at the discretion of GNS only if such returns are based on damaged or faulty stock or a GNS supply error.

12. Privacy

- 12.1. Subject to the provisions of the *Privacy Act 1988*, you authorise GNS to collect information about your credit record and credit worthiness. In accordance with those provisions and with GNS' Privacy Policy, you will be given access to your personal information upon request.
- 12.2. GNS may share information about you with a credit reporting agency to obtain a consumer credit report about you and/or allow the credit reporting agency to create or maintain a credit information file containing information about you.
- 12.3. GNS may seek consumer credit information if GNS considers it relevant to assessing your credit application.

13. Personal Property Securities Act 2009 (Cth) ("PPSA")

- 13.1. In this clause, capitalised expressions have the meaning given to them in the PPSA.
- 13.2. You hereby:
- (a) Acknowledge and agree that these Terms and Conditions constitute a Security Agreement for the purposes of the PPSA;
 - (b) Grant a Security Interest to GNS in the Goods and any proceeds of sale in respect of those Goods;
 - (c) Acknowledge and agree that each supply of Goods on credit terms is subject to this Security Agreement for the purposes of the PPSA and that GNS may register its Security Interest in the Goods and in the proceeds of sale of the Goods as a Purchase Money Security Interest on the Register.
- 13.3. You and GNS acknowledge and agree for the purposes of satisfying s 20(1)(iii) of the PPSA that the description of the Goods the subject of the Security Interest created under this Security Agreement is as set out in these Terms and Conditions and any invoice in relation to those Goods and the description of the Goods in any invoice is expressly incorporated into these Terms and Conditions.
- 13.4. You consent to GNS registering any one or more Financing Statement or Financing Change Statement in respect of any Security Interest created by or contemplated under these Terms and Conditions and undertake to do all things reasonably required by GNS to facilitate this.
- 13.5. You agree to pay, on demand by GNS, all costs incurred in connection with registering any Financing Statement or any Financing Change Statement and hereby indemnify GNS (and its agents) in respect of all such costs incurred.
- 13.6. You agree not to cause (directly or indirectly) the registration of a Financing Change Statement in respect of the Goods without GNS' prior written consent.
- 13.7. You agree that the following provisions of the PPSA will not apply to these Terms and Conditions: section 95 (notice of removal of accession) to the extent that it requires the secured party to give a notice to the grantor; section 96 (when person with an interest in the whole may retain accession); section 125 (obligation to dispose of or retain collateral); section 129 (disposal by purchase); section 130 (notice of disposal) to the extent that it requires the secured party to give a notice to the grantor; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (reinstatement of security agreement).
- 13.8. For the purposes of section 157 of the PPSA, you waive your right to receive notice of any verification statement in relation to the registration of a Financing Statement or a Financing Change Statement.
- 13.9. For the purposes of s 275(6) of the PPSA, GNS and you agree that neither party will, or is entitled to, disclose information of the kind specified in s 275(1) of the PPSA.
- 13.10. You agree that you will not enter into any agreement or arrangement which permits any other person to register any Security Interest in respect of the Goods, the proceeds of sale of the Goods, or any amounts owed in respect of the Goods without GNS' prior written consent.
- 13.11. You agree to provide us with immediate written notice upon a change of your corporate details, such as organisation name, ABN, principal place of business, directors or a material change in shareholders.

14. Limitation of Liability

- 14.1. To the extent permissible under the *Competition and Consumer Act 2010* (Cth), our liability for any breach of guarantee in

relation to the supply of Goods arising under that Act is limited to, at our discretion:

- (a) providing you with a refund; or
- (b) repairing or replacing the Goods.

14.2. To the extent permissible under the *Competition and Consumer Act 2010* (Cth), our liability for any breach of guarantee in relation to the supply of Services arising under that Act is limited to supplying the Service to you again.

14.3. The maximum amount of refund that is payable to you in accordance with this clause is the amount which you have paid to us for the Goods.

15. Updating Terms and Conditions

15.1. We may update our Terms and Conditions from time to time.

15.2. The updated Terms and Conditions will take effect from the 4th day after we send you by ordinary mail either a copy of the updated Terms and Conditions or written notice of the change and a link to our website.

15.3. Placing a written or oral purchase order for our Goods and/or Services after the updated Terms and Conditions take effect will be acceptance of such terms and conditions.

16. Exclusions

16.1. You agree that use of the Goods and Services is at your risk. To the full extent allowed by law, our liability for breach of any term implied into these Terms and Conditions by any law is excluded.

16.2. All information, specifications and samples provided by us in relation to the Goods or Services are approximations only and, subject to any guarantees under the Australian Consumer Law, small deviations or slight variations from them which do not substantially affect your use of the Goods or Services will not entitle you to reject the Goods upon delivery, or to make any claim in respect of them.

16.3. Any advice, recommendation, information, assistance or service given by us in relation to Goods or Services or both, is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given. It is provided without any warranty as to accuracy, appropriateness or reliability. We do not accept any liability or responsibility for any loss suffered as a result of your reliance on such advice, recommendation, information, assistance or service.

16.4. To the fullest extent permissible at law, we are not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the provision of or failure to provide Goods or Services, or otherwise arising out of the provision of Goods or the Services, whether based on terms and conditions of trade, negligence, strict liability or otherwise, even if we have been advised of the possibility of damages.

17. Warranty

17.1. If any party is entering into these Terms and Conditions as the trustee of a trust, that party warrants and represents to the other party that:

- (a) You are liable to us personally as well as in your capacity as Trustee;
- (b) all of the powers and discretions conferred by the deed establishing such trust are capable of being validly exercised by the party as trustee and have not been varied or revoked and the relevant trust is a valid and subsisting trust;
- (c) the party is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into these Terms and Conditions and that these Terms and Conditions are being executed and entered into as part of the due and proper administration of the trust for the benefit of the beneficiaries of the trust; and
- (d) there no restrictions on the party's right of indemnity out of or lien over the trust's assets exist or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.

18. Dispute resolution

18.1. Apart from legal action to recover a debt, if a dispute arises between you and us, one party must give the other party written notice of the dispute and the parties must endeavor to resolve the dispute immediately and in a co-operative manner prior to commencing legal or administrative proceedings.

19. Jurisdiction & governing law

19.1. These Terms and Conditions are governed by the laws New South Wales.

19.2. Notwithstanding clause 19.1, GNS shall have the exclusive right to nominate another jurisdiction in which any legal action is to be commenced and conducted.

20. General

- 20.1. Our records are conclusive about the Amount Due;
- 20.2. You may not assign any of your rights under these terms;
- 20.3. A waiver is only effective if it is in writing.

21. Interpretation

- 21.1. Headings do not affect interpretation.
- 21.2. All references to the singular includes the plural and vice versa.
- 21.3. Person includes a firm or body corporate, an incorporated body, association or authority.
- 21.4. A reference to a person includes its executors, administrators, successors and permitted assigns.
- 21.5. And where two or more persons are a party, they are bound jointly and severally.

22. Definitions

In these Terms and Conditions:

- (a) "Amount Due" means the amount stated on any Invoice or Invoices issued to you or the sum of all such Invoices;
- (b) "Goods" means any Goods we have supplied to you or will supply to you in the future;
- (c) "GST" has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*;
- (d) "Nominated Account" means the bank account nominated by you in the direct debit request form;
- (e) "Quote" means a verbal or written estimate of the amount to be charged by us;
- (f) "Services" means any Services we are to supply or have supplied to you;
- (g) "Tax Invoice" has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*;
- (h) "Terms and Conditions" means these Terms and Conditions and any amendments to these Terms and Conditions made from time to time;
- (i) "We" / "us" / "our" means GNS; and
- (j) "You" means the entity identified or intended to be identified on page 1 of these Terms and Conditions – Your Details.

Completion of the Online Credit Application, continuing to trade with us, is deemed as acceptance to these Terms & Conditions