

APPLICATION FOR A MONTHLY COMMERCIAL CREDIT ACCOUNT WITH FSE – SPECIAL PURPOSE DOORS

FIRE SYSTEMS ENGINEERING PTY LTD (ABN 12 096 898 181) TRADING AS FSE – SPECIAL PURPOSE DOORS

PLEASE READ BEFORE COMPLETING THE ACCOUNT APPLICATION FORM

The Terms of Sale of Fire Systems Engineering Pty Ltd (the “Company”) that form part of this application are contained on a separate annexure to this document. Additional copies are available at any time from our Sales department (telephone 02 9905 8222). Please contact us if you did not receive a copy with the application.

This account application is a legal document, please read it carefully and if you are unsure about what you are signing seek independent legal advice before signing it.

It is important:

- That all of the business owners or partners or Company Directors sign the document.
- That the form is filled in completely, signed by all business owners or partners or Company Directors and that you provide all the information we ask for, otherwise we may not be able to process your application promptly, or at all.
- It is also important that you provide the details of your three largest trade suppliers as trade company with materials (please do not include subcontractors, family members or any other businesses that you own).

Only the original document signed and completed in full is to be returned to FSE – Special Purpose Doors.

- **Copies will not be accepted;**
- **Do not separate;**
- **Do not Fax;**
- **Do not scan or email.**

Only original, signed documents completed in full will be accepted. If posting, please post to:

Unit 1, 6-8 Huntley Street,
Alexandria, NSW, 2015.

APPLICANT'S DETAILS

I/We hereby apply to have a monthly credit account opened with your company for Commercial purposes.

The Applicant is (please tick one):

A Sole Trader, or
 A Partnership, or
 A Company, or
 Other (please provide details):

Registered Business/Trading/Name:

Registered Address:

Business/Trading Address:

Postal Address:

ACN:

ABN:

Do you act as a trustee? Yes No

If Yes, you must accept and agree that credit is only provided to the applicants in their own name and right and that we do not provide credit to individuals and/or companies in any capacity as trustees. By completing this agreement you declare you are applying for credit in your own name and right and not as a trustee.

No. of years the business has operated?

No. years the business has been owned by current owners?

Have you had an account with Fire Systems Engineering Pty Ltd before?

Accounts Payable Contact:
(Name, Tel No., email address):

Estimated monthly purchases:

Monthly credit limit requested:

DIRECTOR(S) DETAILS

Director #1

Name:

Address:

Rented:

Owned:

Date of Birth:

Driver's Licence No.

Director #2

Name:

Address:

Rented:

Owned:

Date of Birth:

Driver's Licence No.

Director #3

Name:

Address:

Rented:

Owned:

Date of Birth:		Driver's Licence No.	
Have the Applicants, or any of the Partners, or any of the Directors: <i>(NB: If more than 3 Directors please attach a separate list to this application)</i>			
Ever been known by another name?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes please provide details:			
Ever been declared bankrupt?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes please provide details:			
Entered into any arrangement with their creditors pursuant to the Bankruptcy Act?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes please provide details:			
TRADE REFERENCES			
1) Company Name:			
Account No:			
Contact No.s:	Telephone No.:	Fax No.:	
2) Company Name:			
Account No:			
Contact No.s:	Telephone No.:	Fax No.:	
3) Company Name:			
Account No:			
Contact No.s:	Telephone No.:	Fax No.:	
BANK DETAILS			
Bank:			
Branch:			
Contact Name:	Name:		
	Tel No.:		
	Fax No.:		
PRIVACY ACT 1988 (AS AMENDED)			
<p>1) Fire Systems Engineering Pty Ltd ("the Company") is bound by the 10 National Policy Principles as set out in the Privacy Act 1988 (as amended) ("the Act"). The Company holds personal information for the following purposes:</p> <ol style="list-style-type: none"> Credit Assessment both Initial and ongoing; internal accounting and administration; to protect you and us from fraud; to help us identify other products or services or promotions that might be beneficial to you and to inform you about them. <p>2) Pursuant to the provisions of the Act, the applicant is informed that identity particulars and personal and possibly sensitive information relating to the applicant may be disclosed by the Company to a credit reporting business.</p> <p>3) Pursuant to the Act the applicant agrees for the purpose of the Company assessing this application both initially and in an ongoing manner or if collecting overdue payments, to the Company obtaining and keeping from a credit reporting business a report containing personal information about the applicant or information about the applicant's commercial activities or commercial and/or personal creditworthiness.</p> <p>4) Pursuant to the Act the applicant agrees to the Company keeping and disclosing to or receiving from any other credit provider any credit report or information relative to my creditworthiness, credit standing, credit history or credit capacity for any of the following purposes:</p> <ol style="list-style-type: none"> to assess an application by me/us for credit; to notify other credit providers of a default by me/us; to exchange information with other credit providers as to the status of my account with another credit provider; to assess my creditworthiness at any time. 			

APPLICANT’S DECLARATION and GUARANTEE – PLEASE READ CAREFULLY

I/We certify that the personal and/or business details provided on this application are correct and that I/We have read and understood the Terms of Sale and Conditions of Account (printed separately) and in particular I/We acknowledge that your customary credit terms require payment thirty (30) days from the end of the month of invoicing and that in the meantime title to the goods is reserved.

In consideration of your having agreed to my/our request to supply goods and of the credit and accommodation given by you to the customer I/we hereby guarantee jointly and severally to you the payment on demand of all moneys which are or shall hereafter become due to you by the customer or pursuant to the above account. This guarantee shall be a continuing guarantee and shall not be affected by your giving time or any other indulgence to the customer nor by any change in the name or identity of the legal entity operating the account, nor shall any of your rights to sue the customer be affected hereby.

Pursuant to the privacy act 1988 the guarantor(s) agree and authorise you to ask for, give and/or exchange any personal credit information with any other party (including suppliers and credit reporting agencies) that is necessary for the purposes of assessing whether to accept the guarantor(s) as guarantor(s) in respect of credit applied for or provided to the customer.

To secure payment of all monies which may become payable by the guarantor to the company under this guarantee the guarantor(s) hereby charges with the due payment of those monies all of the guarantor's interest in real property both present and future and the guarantor(s) consents to the company lodging a caveat or caveats noting its interests hereunder.

I/We hereby agree to the above and to be bound by all of the Company's Terms & Conditions as set out on the separate annexure and it is expressly agreed and acknowledged that such Terms & Conditions have been read and understood. I/We warrant that the facts and information provided herein are true and correct. Where the customer is a company or third party other than ourselves, we are signing on behalf of the customer and/or in our personal capacities as guarantors of its obligations.

SIGNED FOR AND ON BEHALF OF: (The Applicant)

_____	_____	_____
Director/Principal Signature	Print Name	Date
_____	_____	_____
Director/Principal Signature	Print Name	Date
_____	_____	_____
Director/Principal Signature	Print Name	Date
_____	_____	_____
Director/Principal Signature	Print Name	Date
_____	_____	_____
Witness Signature	Witness Name	Date

Witness Address _____

Terms of Sale of Fire Systems Engineering Pty Ltd (the "Company")

General

- 1) If any part of these Terms is found to be invalid or of no force or effect it shall be construed as though such part had not been inserted and the remainder shall retain their full force and effect.
- 2) This Agreement shall be governed by and construed in accordance with the laws of New South Wales and the Company and the Customer agree to submit solely to the jurisdiction of the Courts of that State.
- 3) Any failure, delay, relaxation or indulgence on the part of the Company in exercising any power or right conferred upon the Company by these Terms does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude and any other or further exercise of it or the exercise of any other power or right under these Terms of Sale & Terms and Conditions of Account.
- 4) The Company reserves the right to amend these Terms from time to time to be effective immediately and without notice.

Terms of Sale

Credit Accounts

- 1) The purchaser acknowledges that by ordering products from the Company they are aware of, and have read and understood these terms and conditions of sale.
- 2) Should there be any variation to any of the information supplied by the Customer in this Application or in the structure or management of the Customer or in the nature of its business including (but not limited to) change in directors or senior management or change in partnership or conversion to or from a company or to or from a trust, then the Customer shall notify the Directors of the Company in writing within 7 days of the date of any such change. Unless notice of such variation or change is given to and acknowledged by the Directors of the Company in writing, the original Customer and Guarantors on this Application shall remain liable to the Company as though any goods or services supplied by the Company were supplied to the original Customer.
- 3) The Customer agrees not to change their name or undertake any changes to any documents that are registered, required to be registered or capable of being registered without the Company's prior written consent.
- 4) The Company provides credit for commercial purposes only and Payment in Full is due on the last Government Gazetted working day of the month from the end of the month of invoicing. Interest may be charged on any account exceeding these terms at the rate determined by the Company. Minor defects in the goods shall not entitle the Customer to withhold payment of the account and the Customer agrees not to withhold payment in the event of any dispute. If there is a breach of any of these Terms of Sale & Terms and Conditions of Account all monies payable by the Customer to the Company shall at the Company's discretion become immediately due and payable notwithstanding that the abovementioned due date has not been reached.
- 5) The Company will render to the Customer a statement of account at monthly intervals. If the Customer disputes any item appearing on a Statement in part or in whole, it must advise the Company either immediately on receipt of the Statement or within the timeframes specified herein, whichever is the sooner. In such case, the Customer agrees to pay for all other charges appearing on the Statement within the trading terms as set out herein. The Customer will not have or claim to have any right to set off or deduct any amounts that it believes are due to it or may become due to it by the Company and the Company will settle all such amounts and/or accounts separately.
- 6) The Company may charge a fee for copy invoices or for copy delivery dockets where requested after 30 days from the statement date.
- 7) The Company may suspend the supply of further goods or services to the Customer if the account is not paid on time, for such period as the company sees fit. The Company may, at any time, suspend the supply of further goods or services to the Customer without having to give reasons. The Company will not accept or incur any liability for costs, charges or damages incurred by the Customer as a result of suspending supply and the Customer indemnifies the Company from any such claims.
- 8) To secure payment of all monies which may become payable by the Customer to the Company the Customer hereby charges with the due payment of those monies all of the Customer's interest in real property both present and future and the Customer consents to the Company lodging a caveat or caveats noting its interests thereunder. Any applicable Stamp Duties, fees and/or charges incurred by the Company in doing so will be charged to the Customer's account.
- 9) All costs incurred in registering, pursuing, securing and collection of any outstanding monies on the Customer's account including (but not limited to) administration charges, mercantile agent's fees, solicitor's fees and charges, legal fees, Court costs or duties will be charged to the Customer and added to the Customer's account. Fees for dishonoured cheques will also be added to the Customer's account.
- 10) Customer's Purchase Order Numbers are only considered by the Company to be an aid to the Customer's account keeping practices. The Company does not accept that they are, or their lack of, is a means to prevent unauthorised purchases and the Customer acknowledges this. If the Customer requests the Company to make reference on any invoices to the Customer's Purchase Order Number(s) then the Company will make every endeavour to so assist the Customer however failure to obtain or make reference to a Customer's Purchase Order Number(s) will not entitle the Customer to withhold payment.
- 11) When the Customer has authorised one or more people to make purchases on the Customer's account that authorisation shall be a continuing authorisation until such time as the Customer provides written notice to a Director of the Company withdrawing the authorisation of the named person(s). Payment of an invoice will be deemed as evidence of authorisation for the purchaser to make the purchase(s) shown on the invoice. The Customer accepts and acknowledges that the Company cannot be held responsible for claims that purchases were unauthorised when the Customer does not notify it that a person(s) who was authorised is no longer authorised to buy on the account.

Collection of Overdue Accounts

- 1) The Company extends credit on a strict thirty (30) day basis, after approval of a completed credit application. This is defined as payment due 30 days after the end of the month in which the delivery was made.
- 2) The Customer agrees that ownership of the goods does not transfer to them until all outstanding amounts are paid in full.
- 3) To ensure efficient collection of due and payable accounts, the following collection procedures will be diligently followed by the Company:

- a) The customer is called after the 30 day period and a request for payment is made. The Company may, from time to time, contact customers before the due date for payment to enquire and secure a payment date.
- b) When the customer commits to a payment date, that date will be recorded and a follow up call made on the day prior to ensure payment is made as promised. If payment is delayed the customer will be notified of the breach of these conditions in writing.
- c) If after 45 days after the end of the month in which the delivery was made the customer has still failed to pay the overdue account, the customer will be placed on "Stop Credit".
- d) If after 60 days after the end of the month in which the delivery was made the customer has still failed to pay the overdue account, the Company will escalate the matter to an external collection agency for recovery and legal action as required to recover the debt.

Default and Non-Payment

- 1) The Customer's right to possession of goods still owned by the Company under these Terms of Sale shall cease if being:
 - a) an individual, he commits an available act of bankruptcy, or
 - b) being a Company, a Receiver, Manager, administrator or controller becomes entitled to take possession of any assets of the Customer, any proceedings are instituted for the winding up of the Customer, or, the Customer enters into a Deed of Company Arrangement, or
 - c) the Customer's cheque is dishonoured for payment, or
 - d) the Customer fails to comply with any demand for payment issued by the Company, or
 - e) the Customer breaches any of the Terms and Conditions of the Credit Account and/or is in default of any of the said Terms and Conditions.
- 2) Upon any such event occurring the Company may repossess the goods and for this purpose the Customer grants the Company a license and permission to enter upon any premises where we reasonably believe the goods might be located in order to take possession of the goods.
- 3) The Customer agrees that the Company is entitled to enter any premises where the goods supplied by it and unpaid for are located, repossess and sell such goods. The Customer will indemnify and keep indemnified the Company in respect of any claims, actions and costs that may arise against the Company in relation to the removal, repossession and sale of the goods pursuant to the terms and conditions including any claims brought by third parties.

Quotes and Orders

- 1) If the Company prepares a materials list or order etc. from specifications or information provided by the buyer, the Company is not responsible for its accuracy or completeness and responsibility shall rest with the buyer.
- 2) Any quotation made by the Company shall not be construed as an offer or obligation to sell and accordingly the Company reserves the right to accept or reject or modify or amend at its discretion any orders which it may receive.
- 3) All goods ordered by the Customer will be invoiced and charged to the Customer's account upon completion and will be paid for under the normal terms of the account irrespective of whether the Customer has taken delivery of the goods or not.
- 4) The Customer assumes responsibility for checking the goods delivered against the goods ordered and for the suitability or fitness of the goods purchased. The Company assumes no obligation or liability for the use or installation of goods that may subsequently prove to be faulty or be incorrectly delivered or for any advice given. If the goods have been installed or used, then that shall be deemed evidence that the customer has inspected and accepted the goods before they were installed or used and the customer will not be entitled to make any claim that incorrect goods were supplied or delivered.

Deliveries

- 1) Where the Company provides a delivery service the Customer is responsible for ensuring the delivery site is safe and normally accessible.
- 2) Deliveries will only be made to the ground floor or street level and only during normal weekday working hours. Drop offs are confined to a five metre radius of our delivery vehicle.
- 3) It is the customer's responsibility to provide all labour, craning and hoisting as necessary to unload the delivery vehicle.
- 4) The Company may charge an additional amount for deliveries outside these terms or where specific vehicles (other than the regular vehicle) are required to enable delivery to difficult sites or for demurrage where our delivery vehicle encounters undue delay on delivery.
- 5) The Customer agrees not to make any claim against the Company for any damage loss or liability suffered by the Customer arising out of or in any way connected with the delivery of goods to the Customer or at the Customer's direction. The Customer agrees to indemnify and keep indemnified the Company from any liability or loss suffered by the Customer or the Company or any other person or party arising out of or in any way connected with the delivery of goods to the Customer or at the Customer's direction.
- 6) The delivery times made known to the Customer are estimates only and the Company accepts no responsibility for costs charges or other consequences arising from failure to deliver at any specified time and under no circumstances shall the Company be liable for any loss, damage or delay occasioned to the Customer arising from late or non-delivery of the goods. Customers may always elect to collect goods themselves or arrange for the goods to be picked up themselves if delivery times are critical or of the essence.
- 7) The Customer acknowledges and agrees that goods left at unattended sites shall be the Customer's sole responsibility once they are delivered and that if the Customer is not represented on site when the delivery is made then the delivery driver's signature on the transport documents shall be deemed to be conclusive proof of delivery and that the goods were delivered in good order and condition.
- 8) In the event that the Customer is unable or unwilling to accept delivery of the goods then the Customer shall be liable for any and all additional delivery charges, storage costs, charges and expenses.
- 9) Notwithstanding any other clause, the Customer shall bear all risk of loss or damage to the goods upon and from delivery to the Customer or delivery at the Customer's

Terms of Sale of Fire Systems Engineering Pty Ltd (the "Company")

- direction. The Customer shall effect all necessary policies of insurance as it may deem appropriate to Insure against any risk of loss or damage.
- 10) All goods sold shall remain the sole and absolute property of the Company as legal and equitable owner until the Customer has paid all monies owing by the Customer to the Company in full (and any cheques have cleared), but such goods shall be at the risk of the Customer as soon as delivered to, or to the order of, the Customer. The said goods shall be held by the Customer so as to indicate that they are the property of the Company until the Customer has paid all monies owing by the Customer to the Company in full (and any cheques have cleared).
- 11) No claims for shortages will be recognised after 2 days from the date of delivery and the Customer acknowledges that 2 days is sufficient and reasonable time for the Customer to inspect the goods and notify the Company of any discrepancies.

Returns and Credits

- 1) If goods are returned and the reason for the return is no fault of the Company, the Company may charge the Customer a handling fee of not less than 50% of the invoiced price of these goods, plus, where we are required to collect the goods, an additional fee to cover transport costs. Any further fees for returns or cancellation of orders will be passed on and charged to the Customer.
- 2) Returns and/or Exchanges of goods will not be recognised unless the Invoice Number or Delivery Docket Number is quoted at the time of return.
- 3) Goods returned are to be in original condition and be fit for resale otherwise no credit or exchange will be considered.
- 4) The Company reserves the right not to exchange or accept as returns any orders.
- 5) The Customer acknowledges and accepts that the Company does not accept back-charges or any other form or reimbursement claims from the Customer for late delivery, missing, faulty or damaged goods and the Company accepts no responsibility for any costs charges or other consequences arising from late, missing, faulty or damaged goods.
- 6) The Company's only obligation is to replace the goods or arrange for the goods to be repaired or to refund the purchase price of the faulty goods, whichever is appropriate in the Company's opinion. The Customer accepts and agrees that the Company's maximum liability for any product it has sold shall not exceed the purchase price of the faulty product(s) sold.

Warranties

- 1) Due to variations in raw materials and other factors, timber products and veneers may vary in shade, colour, glaze, finish or in other ways from goods of the same description displayed or advertised by the company or sold at other times by the company under the same description. No claims in respect to variations in shade, colour, glaze or finish etc. of goods sold by the company will be accepted after the goods have been affixed or used.
- 2) The following are specific terms and conditions relating to door products manufactured and sold the Company:
 - a) Natural variations in the colour, texture or grain pattern of the timber, wood or MDF used are not to be considered defects.
 - b) Doors must be accorded reasonable treatment by the purchaser and shall be stored or hung in dry buildings and not in damp, moist or freshly plastered areas.
 - c) The utility or structural strength must not be impaired in the fitting of the door, the application of hardware, or cutting and altering of the door for lights, louvers, panels or any special details. A maximum of 3mm may be trimmed from any door.
 - d) Normal 'show-through' of substrates, core materials, reinforcing or frame components in doors shall not be considered a defect.
 - e) All fire and solid core doors must be hinged with a minimum three (3) hinges.
 - f) Entrance or exit doors must be installed in weather protected areas.
 - g) As soon as practical, but no longer than 24 hours after delivery, the entire door, including the top and bottom edges, must receive two coats of oil based paint (or sealer) to prevent absorption of moisture.
 - h) Semi-gloss or satin finishes are recommended for all doors to reduce "show-through".
 - i) Exterior finishes are to be applied strictly in accordance with paint manufacturer's instructions. Entrance and exterior doors should be finished in light reflective colours to reduce the risk of heat absorption which may cause warping.
 - j) Dark colours may void warranty.
 - k) Both faces should have similar colours applied. Regular maintenance should be provided to prevent deterioration.
 - l) Interpretation of Warp:
 - i) Warp shall be interpreted as meaning the cupping/bowing or twisting of doors. It refers to distortion within the door itself and not its relationship to the jambs or frame in which it is hung. Warp exceeding 5mm shall be considered a defect.
 - ii) The guarantee against warp does not apply to the following:
 - i) 35mm, 40mm (nominally) thick doors wider than 920mm or higher than 2135mm.
 - ii) 45mm (nominally) thick doors wider than 920mm or higher than 2400mm.
 - iii) Doors with face veneers of different species.
 - iv) Doors that are improperly hung or do not swing freely.
 - v) External flush doors which have been painted or stained dark colours, or different colours each face.
 - vi) Experience has demonstrated that when warp occurs after doors have been delivered to storage or building sites, it is usually due to improper storage or adverse moisture conditions after hanging and not to faulty manufacture.
 - m) The Company will accept no responsibility for doors when moisture content of the timber falls below 12% or exceeds 18%.
- 3) In regard to doors using blockboard construction:
 - a) The customer acknowledges that by virtue of their very construction method, blockboard doors will have the following characteristics:
 - i) show through;
 - ii) uneven surface quality;

- iii) a greater tendency to warp, twist or bow;
- b) the customer accepts all responsibility for any defects associated with ordering blockboard doors excepting obvious manufacturing defects.

Specific Conditions for the FSE On-Line Ordering System

- 1) The following are specific terms and conditions relating to the On Line Ordering System (herein referred to as OLOS) site at www.fseonline.com.au provided to customers by the Company. OLOS is an on line ordering system where customers can order products from the Company.
- 2) Placing an order for Products:
 - a) You may order Products by selecting and submitting your order through OLOS in accordance with these terms and conditions.
 - b) Any order placed through OLOS for a Product is an offer by you to purchase the particular Product for the price notified (including the delivery and other charges and taxes) at the time you place the order.
- 3) Acceptance or rejection of an order:
 - a) We reserve the right to accept or reject your order for any reason, including if the requested Product is not available, if there is an error in the price or the product description posted on OLOS or in your order.
 - b) Each order placed for Products through OLOS that we accept results in a separate binding agreement between you and us for the supply of those Products.
 - c) For each order accepted by us, we will supply the Products in that order to you in accordance with these terms and conditions.
 - d) If we reject an order placed through OLOS, then we will endeavour to notify you of that rejection at the time you place the order or within a reasonable time after you submit your order.
- 4) You:
 - a) must ensure that your Login and password that is used to access OLOS and the details of your account is kept in a safe and secure manner;
 - b) must notify us on through our Customer Service during business hours if you are or become aware that there is or has been an unauthorised use of your Login and password or account, or any other security breach relating to your account;
 - c) must promptly advise us of any changes to your information provided to us as part of the customer registration process;
 - d) are responsible for any costs associated with your access to or use of OLOS, including Internet access fees;
 - e) are responsible and liable for any person that uses your Login and password to order Product(s) through OLOS; and
 - f) agree that we will charge you for all Products that we agree to supply to you that have been ordered using your Login and password through OLOS.
- 5) You must not:
 - a) use OLOS for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;
 - b) use OLOS in a manner or way, or post to or transmit to or via OLOS any material, which interferes with other users or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying OLOS;
 - c) make fraudulent or speculative enquiries, purchases or requests through OLOS;
 - d) use another person's details without their permission or impersonate another person when using OLOS;
 - e) post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
 - f) tamper with or hinder the operation of OLOS;
 - g) knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to OLOS;
 - h) use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of OLOS;
 - i) modify, adapt, translate or reverse engineer any portion of OLOS;
 - j) remove any copyright, trade mark or other proprietary rights notices contained in or on OLOS;
 - k) reformat or frame any portion of the web pages that are part of OLOS;
 - l) use OLOS to violate the security of any computer or other network or engage in illegal conduct;
 - m) take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
 - n) use OLOS other than in accordance with these terms and conditions; or
 - o) attempt any of the above acts or engage or permit another person to do any of the above acts.
- 6) Suspension of account
 - a) We may lock, suspend or delete your account or access to OLOS at any time without prior notice to you; or cease providing OLOS or any other product or service that may be available through OLOS at any time.
- 7) You warrant that:
 - a) you have read and agreed to be bound by the Terms of Sale above;
 - b) all information and data provided by you to us through OLOS (including as part of the customer registration process) or otherwise is true, accurate, complete and up to date;
 - c) you have and will comply with all relevant laws relating to your use of OLOS and your placement of any order to us.
- 8) Liability
 - a) We exclude all implied terms and warranties whether statutory or otherwise, relating to OLOS or the subject matter of this agreement. You acknowledge that OLOS is provided "as is" and that we do not make any warranty or representation as to the suitability of OLOS or a Product for any purpose.