

The Agreement

1. The Customer hereby warrants that the information provided through the online application process is true, accurate, and correct, and is submitted for the purpose of obtaining credit.
2. The Customer consents to the electronic collection, storage, and processing of personal and financial information provided through the online application process, in accordance with data protection laws.
3. By submitting the online credit application, the Customer agrees to the Ezy Collect credit reporting policy, accessible at [Ezy Collect Credit Reporting Policy](#). The Customer acknowledges they have read, understood, and accepted the terms outlined in the policy.
4. Jurisdiction – Notwithstanding any implication of law to the contrary, all contracts between the Customer and Ultramax shall be deemed to be made and construed and to be enforceable in and according to the laws of Australia and by mutual consent to be subject to the jurisdiction of the Courts of that State(s).
5. Claims – Any claim for non-delivery, shortage in supply or damage occurring during the course of delivery or any claim for rejects by a customer must be in writing and given to the Manager of Ultramax within 24 hours of delivery.
6. In the event of Ultramax granting credit facilities to the Customer then the following terms apply-
 - a. All accounts are to be settled in full within 30 days from end of month in which goods/services are purchased.
 - b. That should the Customer default in the payment of any monies due under this Agreement then all monies due to the Supplier shall immediately become due and payable and shall be paid by the Customer within (7) days of the date of demand and Ultramax shall be entitled to charge interest on all amounts not paid by the due date for payment and the Customer undertakes to pay any interest so charged. Such interest shall be calculated on a daily basis from the due date for payment until the date Ultramax receives payment at such rate, up to but not exceeding 2% per month.
 - c. Any expenses, costs or disbursements incurred by Ultramax in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Customer providing that those fees do not exceed the scale charges as charged by that debt collection agency/solicitor.
 - d. Ultramax shall be entitled without notice to terminate any credit arrangement with the Customer in the event of the Customer defaulting in any of the terms and conditions herein contained.
 - e. Ultramax shall be entitled at any stage during the continuance of this Agreement to request such security or additional security as Ultramax shall in its discretion think fit, and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security shall be obtained or for any other reason at Ultramax's discretion.
7. Title and Risk
 - a. Risk passes to Customer on delivery. All goods shall remain the property of Ultramax until all debts due to Ultramax by the Customer are paid in full.
 - b. Customer shall be bailee of Goods in its possession whose title remains with Ultramax.
 - c. Goods in the Customer's possession must be clearly identifiable as the property of Ultramax.

- d. If the Customer fails to pay any debt due to Ultramax by the date for payment, Ultramax may retake possession of Goods. All costs of such repossession of Goods by Ultramax will be payable by Customer. Such rights shall be without prejudice to Ultramax's right to claim damages from the Customer for breach of contract.
 - e. Customer irrevocably authorise Ultramax and its servants and agents to enter upon the Customer's premises without notice at any time, for the purposes of examination or recovery of Goods.
 - f. Customers shall indemnify Ultramax against any loss or expense arising from the Customer breaching this Contract.
 - g. All parts added to Goods by Customer, will form part of Goods for the purpose of this Contract.
 - h. If Customer makes new Goods or other Goods from or with Goods, these new Goods are Goods for the purposes of this contract.
8. These Conditions of Sale shall not exclude, limit, restrict or modify the rights, entitlements and remedies conferred upon the Customer or the liabilities imposed upon Ultramax by any condition or warranty implied by a Commonwealth, State or Territory Act or Ordinance, rendering void or prohibiting such exclusion, limitation, restriction, or modification.
 9. If any of these terms or conditions is or becomes for any reason wholly or partly invalid that term or condition shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining conditions.
 10. In the case of a Trust Company we acknowledge that the Trustee shall be liable on the account and that in addition the assets of the trust shall be available to meet payment of the account.
 11. Change of ownership – Registered Particulars – The Customer shall no later than 14 days prior to any proposed changes of ownership, change in Registered Particulars, alteration, addition to the shareholding or directorship, notify Ultramax of the proposed change and the Customer shall notify Ultramax of any change, alteration or addition to the Customer's internal structure and shall provide full details of the proposed change, alteration or addition, to Ultramax and the Customer shall be liable for any goods supplied by Ultramax after such change alteration or addition unless Ultramax shall have acknowledged by writing acceptance of the intending change, alteration or addition.
 12. The Customer hereby charges the land upon which the goods are situated or the work carried out and other land owned or in the future acquired by the Customer from time to time and the Customer agrees immediately upon being required by Ultramax to enter into mortgage to be prepared by Ultramax's solicitors on the terms and conditions as Ultramax's solicitor shall think fit to secure any sum due hereunder and the customer further agrees and permits and authorises Ultramax to register a caveat over any land now owned by the Customer or in the future acquired by the Customer to secure any sum due hereunder at any time during the continuance of the Agreement.
 13. Privacy Act Acknowledgement that credit information may be given to a credit reporting agency, the Customer understands that section 18E(8)(c) of the Act allows Ultramax to give a credit reporting agency certain personal information about the Customer. The information which may be given to an agency is covered by section 18E (1) of the Act and includes: Particulars to identify the Customer. The fact that the Customer has applied for credit and the amount, The fact that Ultramax is a credit provider to the Customer, Payments which become overdue more than 60 days, Advice that payments are no longer overdue. Cheques of \$100 or more drawn by the Customer which a Bank has dishonoured more than once, in specified circumstances, that in the opinion of Ultramax the Customer has committed a serious credit infringement, That the credit provided to the Customer by Ultramax has been discharged.

14. Authority for Ultramax to obtain certain credit information. To enable Ultramax to assess the Customer application for commercial or personal credit, the Customer authorises Ultramax as follows: If asked to provide commercial credit, to obtain from a credit reporting agency a credit report containing personal credit information about the Customer. This is in accordance with section 18K (1) (b) of the Act. If asked to provide personal credit, to use a credit report containing information about the Customer's commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person. This is in accordance with section 18L (4) of the Act.
15. Authority to exchange information with other credit providers. In accordance with section 18N (1) (b) of the Act, the Customer authorises Ultramax to give to and receive from the credit providers named overleaf or that may be named in a credit report issued by a credit reporting agency, information in Ultramax's possession or the other credit provider's possession about the Customer's creditworthiness, credit standing, credit history and credit capacity. The Customer understands the information may be used to: (a) Assess an application for credit by the Customer, (b) Assist Ultramax in avoiding default on the Customer's credit obligations, (c) Notify other credit providers of a default by the Customer, (d) Assess Customer's creditworthiness.
16. The Customer hereby acknowledges and agrees to adhere to the Ultramax Systems Terms & Conditions of Sale, as detailed and accessible at [Ultramax Systems Terms & Conditions](#). The Customer affirms having reviewed, understood, and accepted all stipulations contained therein, recognising that these terms govern all transactions and engagements with Ultramax Systems.