

TERMS AND CONDITIONS

December 2018

1 General

- 1.1 These Terms are an exclusive statement of the agreement between Axiom and the Customer.
- 1.2 These Terms supersede all prior written or oral arrangements between Axiom and the Customer.
- 1.3 Any other provisions or terms of the Customer (whether in the Customer's order form or elsewhere) which are contrary to or inconsistent with these Terms do not apply and do not constitute a counter-offer.
- 1.4 By placing an order for the Goods or Services, the Customer accepts these Terms and agrees that the Terms apply to the exclusion of all others.
- 1.5 The Building and Construction Industry Security of Payment Act 2002 (Vic) applies to and co-exists with these Terms.

2 Credit Terms

- 2.1 Payment is due on or prior to thirty (30) days from the end of the month of the date of the invoice rendered in respect of the supply of the Goods or Services for Goods or Services supplied on credit, unless otherwise stated in writing by Axiom. Axiom may charge liquidated damages at a rate equivalent to two per cent (2%) in excess of the rate of interest for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic) if payment is not received by the due date.
- 2.2 Axiom's express or implied approval for extending credit to the Customer must be in writing signed by an authorised representative of Axiom and may be revoked or withdrawn by Axiom at any time.
- 2.3 The Customer agrees that Axiom will apply any payments tendered by the Customer as follows:
 - 2.3.1 first, in payment of any interest payable by the Customer to Axiom;
 - 2.3.2 second, as reimbursement for any costs (including debt recovery and legal costs), charges and expenses incurred by Axiom;
 - 2.3.3 third, in relation to obligations that are not secured under the PPSA, in the order in which those obligations were incurred;
 - 2.3.4 fourth, in relation to obligations that are secured, but not by PMSIs, in the order in which those obligations were incurred, then,
 - 2.3.5 fifth, in relation to obligations that are secured by PMSIs, in the order in which those obligations were incurred.

The Customer must not object to Axiom re-allocating the order of payments from time to time before or after the issue of an invoice.

- 2.4 The Customer is liable for all losses, expenses and costs (including but not limited to debt recovery or legal fees on an indemnity basis) incurred by Axiom for enforcement of obligations and recovery of monies due from the Customer to Axiom.

3 Quotation and Pricing

- 3.1 Prices charged for Goods or Services will be according to a current quotation for those Goods or Services. Otherwise, they will be determined by Axiom by reference to its standard prices in effect at the date of delivery (whether notified to the Customer or not and regardless of any prices contained in the order). Axiom will use its best endeavours to notify the Customer of price changes but bears no liability in respect of this.
- 3.2 Any quotation by Axiom shall not constitute an offer. Quotations are E&OE and will remain valid for fourteen (14) days from the date of the quotation. Quotations are subject to rise and fall in cost of materials.
- 3.3 Any quotation, acceptance of quotation, purchase order or other document which requires signature may be signed in electronic form, and such signature shall be binding upon the person affixing that signature.
- 3.4 Unless otherwise specified by Axiom, the prices exclude:
 - 3.4.1 Any statutory tax, including any GST, duty or impost levied in respect of the Goods or Services and which has not been allowed for by Axiom in calculating the price.
 - 3.4.2 Costs and charges in relation to insurance, packing (other than the standard packing of Axiom), crating, delivery (whether by road, rail, ship or air) and export of the Goods or Services.
- 3.5 In respect of any Goods to be manufactured, Axiom reserves the right to require complete payment of Goods in full before commencing manufacture. Any lead times run from the date of receipt of payment by Axiom.

4 Delivery & Supply

- 4.1 Any times quoted for delivery or supply are estimates only and Axiom shall not be liable for failure to deliver or supply, or for delay in delivery or supply. The Customer shall not be relieved of any obligation to accept or pay for Goods or Services, by reason of any delay in delivery or supply or dispatch. Axiom reserves the right to stop supply at any time if the Customer fails to comply with the Terms.
- 4.2 Axiom may refuse to supply any order by the Customer for Goods or Services in its absolute discretion and may make acceptance of any order conditional upon it receiving a satisfactory credit assessment of the Customer.
- 4.3 If the Customer directs that delivery of the Goods or Services be staggered over different times or to different addresses from those specified in any application for credit, then the Customer:
 - 4.3.1 shall be liable for any additional costs, charges and expenses incurred by Axiom in complying with the Customer's direction; and

4.3.2 shall pay for the whole of the invoiced value of the Goods or Services notwithstanding the staggered deliveries.

4.4 The Customer is deemed to accept delivery of the Goods where it is either delivered to the Customer's premises or when Axiom notifies the Customer that the Goods are available for collection.

5 Property, ownership and risk in the Goods

5.1 Property and ownership in the Goods remains with Axiom until payment of all monies owing to Axiom by the Customer.

5.2 Risk in the Goods passes to the Customer at the time of delivery and the Customer must insure the Goods for the full purchase value from the time of delivery.

5.3 The Customer agrees that it holds the Goods as fiduciary Bailee and agent for Axiom.

5.4 The Customer must store the Goods as fiduciary Bailee and agent for Axiom.

5.5 The Customer must store the Goods so that they are identifiably separate from other items stocked, held, possessed or sold by the Customer to enable identification of the Goods.

5.6 The Customer must store the Goods in a manner enabling identification and matching and cross-referencing to the invoice issued by Axiom for the Goods.

5.7 The Customer must maintain a separate written record of the Goods but must not record the Goods as an asset of the Customer.

5.8 The Customer must return the Goods to Axiom upon written demand.

5.9 The Customer grants to Axiom, its agents, servants and representatives a licence to enter without any prior notice any premises owned or leased by the Customer where the Goods are stored for the purpose of inspecting or repossessing or removing the Goods and agrees to assist Axiom as Axiom may require for those purposes. The Customer consents to those actions. The Customer is liable for all costs of and associated with the exercise of Axiom's rights under this clause. The Customer agrees that Axiom is not liable for any costs, expenses or losses (including but not limited to negligence on the part of Axiom) suffered by the Customer as a result of Axiom taking these actions. Where Axiom enters premises occupied by the Customer, that entry does not give rise to trespass or similar action.

5.10 The Customer must not represent that it acts for Axiom and Axiom is not bound by contracts with third parties to which the Customer is a party.

5.11 The Customer must not lease the Goods to a third party.

5.12 Axiom authorises the Customer to sell the Goods if these sales are:

5.12.1 at full market value or at the price specified in the price list provided from time to time by Axiom; and

5.12.2 in the ordinary course of the Customer's business; and

5.12.3 not to an Associated Entity or a Related Entity or a Relative; and

5.12.4 not to a third party for further resale.

For the avoidance of doubt, the Customer must not in any circumstances sell or lease the Goods to a third party for further resale or to an Associated Entity or a Related Entity or a Relative.

5.13 The Customer must maintain a record of debtors outstanding in relation to the sale of the Goods.

5.14 The Customer must keep a complete written record of all sales of the Goods.

5.15 The Customer must keep all Proceeds in a separate account and must not:

5.15.1 mix or mingle the Proceeds with other monies (including but not limited to funds of the Customer); or

5.15.2 pay the Proceeds into an overdrawn bank account.

5.16 Axiom revokes the authority of the Customer to possess or sell the Goods from the earlier of:

5.16.1 the expiration of time given by Axiom for payment of the Goods or any other monies owing to Axiom; and

5.16.2 the Customer receiving notification from Axiom that it revokes this authority.

5.17 Axiom may revoke the authority of the Customer to possess or sell the Goods at any time in its absolute and unfettered discretion and does not need to give a reason for revoking this authority.

6 Availability of Stock

Any order that cannot be fulfilled on its receipt will automatically be back ordered and processed when stock becomes available unless it is the Customer's written standard policy not to accept back orders or the Customer specifically marks its order "Do Not Back Order". Deliveries at any time are subject to availability of stock and Axiom will not be liable for any charges due to product unavailability.

7 Freight

Subject to clause 3.4 and unless otherwise agreed, Axiom will ship by the least expensive route and carrier to all points. If the Customer chooses a route with a higher charge than the route of Axiom's choice for shipment, Axiom will charge the difference to the Customer.

8 Returns, Cancellations and Claims

8.1 The Customer shall not return any Goods to Axiom without obtaining prior authorisation in writing from Axiom. No returns will be accepted unless a copy of the relevant invoice is enclosed with the returned Goods. A list of the Goods returned including product description, quantity, date of return and the Customer's name and address must also be enclosed. Freight charges must be paid by the Customer. All Goods must be returned in the original packaging and the Customer shall be responsible for all damage incurred during return shipment. A credit note will be issued by Axiom only after Goods returned are either collected by Axiom's authorised representative or agent or returned to it by the

Customer as set out above. The Customer shall not deduct the amount of any anticipated credit from any payment due to Axiom but must await receipt of a credit note.

8.2 All Goods returned must be of merchantable and reasonable quality such that the Goods are complete in their original packaging, not shop-soiled, are not price ticketed and are still listed in the current price list.

8.3 If Axiom accepts the return of any Goods that have been ordered, Axiom may charge the Customer fifteen per cent (15%) of the invoice price as a handling fee with freight costs and risk remaining the responsibility of the Customer.

8.4 No cancellations or partial cancellation of any order by the Customer shall be accepted by Axiom unless it has first consented in writing to such cancellation or partial cancellation and unless a cancellation charge has been paid which, as determined by Axiom, will indemnify Axiom against all loss, without limitation. Cancellation will not be accepted on Goods that are not regular stock which are in the process of manufacture or ready for shipment.

8.5 All complaints, claims or notifications of lost Goods, incomplete Goods, Goods damaged in transit or Goods that do not comply with the Customer's purchase order must be submitted by the Customer to Axiom in writing within seven (7) business days of the date of the invoice rendered for the supply of the Goods. Otherwise, the Customer shall be deemed to have accepted the Goods and shall not refuse to pay for the Goods on the basis that they were lost, incomplete damaged in transit, or do not comply with the Customer's purchase order.

9 Privacy

9.1 Axiom is committed to the protection of the Customer's privacy. Axiom is bound by the Australian Privacy Principles and other relevant privacy, data collection laws, codes and regulations. Axiom is committed to complying with the Privacy Act, the Australian Privacy Principles and all other relevant privacy, data collection laws, codes and regulations. This clause 9 outlines how Axiom treats Personal Information that Axiom collects and receives.

9.2 Axiom collects, retains, uses and discloses Personal Information in accordance with the Privacy Act and other relevant privacy, data collection laws, codes and regulations. Axiom may also obtain Personal Information from third party searches, other investigations and, sometimes, from adverse parties. Axiom adheres to the Australian Privacy Principles in respect of any Personal Information that it collects.

9.3 The Customer understands that Axiom holds and collects Credit Related Personal Information for the Uses and the Customer consents to the Uses.

9.4 The Customer understands that Axiom may collect from or disclose Credit Related Personal Information to other Credit Providers, Credit Reporting Bodies or as outlined in the Credit Reporting Policy, and Axiom's trade credit insurers for the Uses and the Customer consents to this collection, use and disclosure.

9.5 The Customer understands that Credit Reporting Bodies may include Personal Information about the Customer in reports provided to Axiom to assist Axiom in assessing creditworthiness. The Customer consents to Axiom and its trade credit insurers obtaining and using Credit Reporting Information from a Credit Reporting Body for the Uses. If the Customer fails to meet its obligation in relation to credit or commits a Serious Credit Infringement, Axiom may be entitled to disclose this to a Credit Reporting Body.

9.6 The Customer understands and consents to Axiom disclosing Credit Related Personal Information to proposed guarantors and accepted guarantors of any credit account provided in connection with this application or related credit applications, for the purpose of the guarantor considering whether to provide a guarantee, and the enforcement or the proposed enforcement of any guarantee.

9.7 Axiom requires the Customer's Personal Information to carry out its obligations relating to the Goods and Services or otherwise to enable Axiom to carry on its business in relation to the Goods and Services. The consequences if the Customer does not provide its Personal Information are that Axiom cannot carry out its obligations relating to the Goods and Services and any application for credit or the supply of the Goods and Services to which these Terms apply may be declined, limited or withdrawn.

9.8 Axiom may use Personal Information provided by the Customer under these Terms for the management of the Customer's agreement with Axiom, and for the purposes of Axiom's business in relation to the Goods. The Personal Information collected by Axiom includes information the Customer gives Axiom when the Customer instructs Axiom to supply the Goods or Services to the Customer or requests another service from Axiom.

9.9 Axiom may use the Personal Information provided by the Customer for promotional or marketing purposes including but not limited to informing the Customer of Axiom's new Goods and Services or of any change in existing Goods and Services. The Customer may elect to not consent to the use of the Customer's Personal Information for promotional or marketing purposes by sending Axiom an email to the following email address: info@axiomgroup.com.au.

9.10 Axiom stores the Customer's Personal Information in different ways including electronically and in paper form. The security of the Customer's Personal Information is important to Axiom and Axiom takes reasonable steps to protect it from misuse, interference, loss, unauthorised access, modification or disclosure. Some of the ways Axiom does this include implementing security access procedures to databases, confidentiality agreements for Axiom's employees and only allowing access to Personal Information to individuals once Axiom is satisfied as to identification requirements.

9.11 Axiom will store the Customer's Personal Information for the full duration required by law.

9.12 Axiom may disclose the Customer's Personal Information to any Associated Entity of Axiom or any Related Entity of Axiom. Depending on the nature of the Customer's matter, Axiom may also disclose the Customer's Personal Information to entities situated in Australia including courts, other parties to litigation, experts and barristers and third parties involved in the completion of processing of a transaction.

9.13 Axiom may further disclose information where:

9.13.1 the Customer has provided its consent;

9.13.2 Axiom is required to answer a subpoena;

9.13.3 Axiom believes it is necessary to assist in lessening or preventing a serious threat to life, health or safety of any individual, or to public health; and

9.13.4 Axiom believes that it is reasonably necessary in taking action in relation to suspected unlawful activity, serious misconduct, locating a missing person or as is required or authorized under Australian law or a court or tribunal order.

9.14 Axiom will notify the Customer as required by law if Axiom intends to further process the Customer's Personal Information for a purpose other than that for which the Personal Information was collected.

9.15 Axiom usually does not disclose Personal Information to Overseas Recipients. In the event Axiom does disclose Personal Information to Overseas Recipients, it is not reasonably practical to list all the countries in which Overseas Recipients are likely to be located, and the Customer consents to this disclosure. In providing this consent, the Customer understands that the Overseas Recipient may not be accountable under the Privacy Act and the Customer may not seek redress under the Privacy Act. The Overseas Recipient may not be subject to obligations provided by the Australian Privacy Principles or the Privacy Act. The Customer must contact the Officer if the Customer does not consent to the Customer's Personal Information being disclosed to Overseas Recipients.

9.16 The Customer understands and acknowledges that the Privacy Policy contains information about how the Customer may access and correct Personal Information about the Customer that Axiom holds. The Privacy Policy contains information about how the Customer may complain about any breach of the Australian Privacy Principles or registered APP Code that binds Axiom and how Axiom may deal with such a complaint.

9.17 The Customer understands and acknowledges that the Credit Reporting Policy contains information about how the Customer may access and correct Credit Related Personal Information about the Customer that Axiom holds. The Credit Reporting Policy contains information about how the Customer may complain about any breach of the Privacy Act or the Privacy (Credit Reporting) Code 2014 that binds Axiom and how Axiom will deal with such a complaint.

9.18 The Customer understand that the Customer may request a Credit Reporting Body not to use its Credit Reporting Information for the purposes of pre-screening of direct marketing by a Credit Provider, or to disclose Credit Reporting Information about the Customer if the Customer believes, on reasonable grounds, that the Customer is or is likely to be a victim of fraud.

9.19 The Customer may request from Axiom access to and rectification or erasure of the Customer's Personal Information and restrict Axiom from processing or object to Axiom Processing Personal Information concerning the Customer and exercise the Customer's right of data portability by contacting Axiom at the following email address:
info@axiomgroup.com.au.

9.20 If the Customer has consented to Axiom processing the Customer's data for one or more specific purposes, the Customer may to the extent permitted by law withdraw this consent at any time without affecting the lawfulness of processing based on the Customer's consent before the Customer's withdrawal.

9.21 The Customer acknowledges that Axim's contact details are as follows:

56 Lock Avenue

Werribee

Victoria 3030

9.22 The Customer may contact the Officer on 1300 652 336 or by email info@axiomgroup.com.au in relation to the Customer's Personal Information, the Customer's privacy, the Privacy Act and any other relevant data collection or privacy laws, codes and regulations.

9.23 The Customer may complain about any breach in relation to the Customer's Personal Information or privacy to the Office of the Australian Information Commissioner whose current contact details are:

Office of the Australian Information Commissioner

Level 3, 175 Pitt Street

Sydney NSW 2000

Phone (if in Australia): 1300 363 992

Phone (if outside Australia): + 61 2 9284 9749

Email: enquiries@oaic.gov.au

Website: www.oaic.gov.au

10 Notification

The Customer must notify Axiom in writing within seven (7) days of:

10.1 Any alteration of the name or ownership of the Customer.

10.2 The issue of any legal proceedings against the Customer.

10.3 The appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to the Customer.

10.4 Any change in the ownership of the business name of the Customer.

The Customer agrees that it shall be liable to Axiom for all Goods supplied to the new owner by Axiom until notice of any such change is received.

11 Warranties

11.1 No warranties except those implied and that by law cannot be excluded are given by Axiom in respect of Goods and Services supplied. Where it is lawful to do so, the liability of Axiom for a breach of a condition or warranty is limited to the repair or replacement of the Goods, the supply of equivalent Goods, the payment of the cost of repairing or replacing the Goods or acquiring equivalent Goods, as determined by Axiom.

11.2 In no event shall Axiom be liable for any indirect, incidental or consequential damages including for economic loss, loss of profits or damage to goodwill.

11.3 The Customer acknowledges and warrants that it has relied on its own skill and judgment or, alternatively, on the skill and judgment of tradesmen and professional advisers retained by it to provide advice and assistance on the suitability of the Goods and Services for specific purposes and procedures and, in this respect, shall indemnify Axiom from and against any suit, claim, demand or compensation which, but for these Terms, the Customer may have had against Axiom.

11.4 All Goods supplied by Axiom are manufactured within tolerances set out in the relevant Australian Code.

11.5 The Customer warrants to Axiom that it is purchasing Goods and Services as the principal and not as an agent.

11.6 The Customer warrants to Axiom that it will perform all work with the Goods:

11.6.1 with due skill, care, competence and diligence;

11.6.2 in a proper and workmanlike manner; and

11.6.3 in accordance with all Australian laws, all Standards (including, without limitation, AS 1288-2006), the Building Code and the requirements of all relevant authorities.

12 Heat Soaked Glass

12.1 All monolithic toughened glass and heat strengthened glass (with a surface compression greater than 52MPa) is required to be heat soaked and marked in accordance with European Standard EN14179-1 unless exempt under AS1288-2006 clause 3.8.

12.2 It is the responsibility of the Customer to satisfy itself and to advise Axiom in writing if glass to be supplied by Axiom to the Customer is required to be heat soaked.

12.3 Axiom shall not be liable for any claim, loss or damage raised or sustained by the Customer arising from failure to heat soak glass supplied by Axiom to the Customer if the Customer fails to give the written advice referred to in the preceding subclause.

12.4 The Customer shall indemnify Axiom in respect of any claim for death, personal injury or damage to property by a third party arising out of Axiom's failure to treat soak any glass supplied by Axiom to the Customer in respect of which the Customer has failed to give Axiom the written advice required by this clause.

13 Force Majeure

Axiom shall be released from its obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the control of the parties renders provision of the Goods or Services impossible, whereupon all money due to Axiom shall be paid immediately and, unless prohibited by law, Axiom may elect to terminate the Agreement.

14 Equitable charge

The Customer as beneficial owner charges in favour of Axiom all of the Customer's estate and interest in any real property now or hereafter owned to secure payment of accounts rendered by Axiom to the Customer for the delivery or supply of the Goods or Services including interest payable on these accounts and costs (including legal costs on a full indemnity basis) incurred by Axiom and including the costs to prepare and lodge a Caveat and to remove the Caveat.

15 Security Interest under the PPSA

15.1 The Customer agrees that:

15.1.1 these Terms give rise to a Security Interest in the Goods supplied to the Customer for the purposes of the PPSA;

15.1.2 the Security Interest created under these Terms is a PMSI;

15.1.3 the Customer grants to Axiom a Security Interest in all the Goods supplied to the Customer, which secures the Customer's payment or performance of its obligations to Axiom;

15.1.4 the Goods Are Collateral for the purposes of the PPSA;

15.1.5 Axiom may apply to register a Financing Statement under the PPSA with respect to the Security Interest created by these Terms;

15.1.6 Axiom may exercise any or all remedies afforded to Axiom as a secured party under the PPSA without prejudice to any other rights or remedies arising out of a breach by the Customer of any agreement with Axiom.

15.2 Other than the Security Interest created under these Terms, the Customer must not grant a Security Interest over the Goods to any other party, without the prior written consent of Axiom.

15.3 If the purchase price for the Goods is not fully and finally paid by the Customer and the Customer sells or otherwise disposes of the Goods, it does so as Axiom's fiduciary agent. The Customer acknowledges that the Proceeds of such sale or other disposal constitutes property of Axiom and are thereby held by the Customer on trust for Axiom.

15.4 The Customer represents and warrants to Axiom that the details of the Customer are true, complete and accurately reflects the information sourced by Axiom for the purposes of the PPS Regulations in order to register an effective Financing Statement on the PPS Register.

15.5 The Customer must:

- 15.5.1 provide all information necessary to enable Axiom to perfect its Security Interest in the Goods for the purposes of the PPSA;
- 15.5.2 not change or cause to change any of its details as disclosed to Axiom without giving Axiom 15 days' prior written notice;
- 15.5.3 pay or reimburse all costs and expenses incurred by Axiom in connection with the registration of a Financing Statement;
- 15.5.4 not use the Goods for personal, private, household or domestic purposes;
- 15.5.5 immediately notify Axiom if any of the Goods become a fixture;
- 15.5.6 immediately notify Axiom if any of the Goods become Commingled Goods or an Accession;
- 15.5.7 immediately notify Axiom if any of the Goods are manufactured, processed, assembled or commingled;
- 15.5.8 not move the Goods outside of Australia;
- 15.5.9 at all times protect Axiom's interest and title in respect of the Goods; and
- 15.5.10 not do or allow anything to be done which will reduce the value of the Goods.

15.6 To the extent permitted by law the Customer irrevocably waives any right the Customer has to receive notice of any Verification Statement (as defined in the PPSA) or notice in relation to registration events.

15.7 The Customer and Axiom agree that neither will disclose information of the kind specified in Section 275 (1) of the PPSA.

15.8 At the election of Axiom to be exercised at any time in its absolute discretion, any section of the PPSA specified in Section 115 will not apply to the extent permitted by Section 115.

16 Failure to Act

Axiom's failure to enforce or insist upon the timely performance of any term, condition, covenant or provision in these Terms, or Axiom's failure to exercise any right or remedy available under these Terms or at law, or Axiom's failure to insist upon timely payment of monies when due or to demand payment of any charges or fees which accrue or any extension of creditor forbearance under these Terms shall not constitute a waiver of any subsequent default or a waiver of Axiom's right to demand timely payment of future obligations or strict compliance with the Terms.

17 Intellectual Property Rights

17.1 The Customer acknowledges that the intellectual property rights to Axiom's products are vested in Axiom and are fully protected by law.

17.2 The Customer agrees not to copy or reproduce any of Axiom's products without Axiom's written consent.

18 Legal Construction

18.1 These Terms shall be governed by and interpreted according to the laws of Victoria and Axiom and the Customer consent and submit to the jurisdiction of the Courts of Victoria.

18.2 Notwithstanding that any provision of the Terms may provide to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.

19 Definitions

In this Agreement:

- Accession means an 'Accession' as defined in the PPSA.
- APP Code has the meaning given by the Privacy Act.
- Associated Entity has the same meaning as given by the Corporations Act 2001 (Cth).
- Australian Privacy Principles means the Australian Privacy Principles provided by the Privacy Act.
- Axiom means Axiom Group Investments Pty Ltd ACN 164 133 000.
- Building Code means the Building Code of Australia.
- Credit Eligibility Information has the meaning given by the Privacy Act.
- Credit Information has the meaning given by the Privacy Act.
- Credit Provider has the meaning given by the Privacy Act.
- Credit Related Personal Information means commercial information, Personal Information, Credit Information, Credit Eligibility Information, Credit Reporting Information, and any other Personal Information related to credit.
- Credit Reporting Body has the meaning given by the Privacy Act.
- Credit Reporting Information has the meaning given by the Privacy Act.
- Credit Reporting Policy means Axiom's written policy in relation to credit reporting under the Privacy Act.
- Customer means any entity that places an order with Axiom for the purchase of the Goods or any applicant referred to any application for credit from Axiom.
- Collateral means 'Collateral' as defined in section 10 of the PPSA.
- Commingled Goods means 'Commingled Goods' as defined in section 10 of the PPSA.
- Financing Statement means a 'Financing Statement' as defined in section 10 of the PPSA.
- Goods means all goods, materials, and parts supplied by Axiom to the Customer.

Officer means Axiom's privacy officer required by the Privacy Act.

Overseas Recipients means recipients of Personal Information who are not situated in Australia.

PMSI means 'purchase money security interest' as defined in the PPSA.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPS Register means the Personal Property Securities Register established and maintained under the PPSA.

PPS Regulations means the Personal Property Securities Regulations 2010 (Cth).

Personal Information has the meaning given by the Privacy Act and includes information such as the Customer's name, contact details, address, email address, payment card details and bank account details.

Privacy Act means the Privacy Act 1988 (Cth).

Privacy Policy means Axiom's privacy policy required by the Privacy Act.

Proceeds means 'Proceeds' as defined in section 31 of the PPSA.

Registration Event means 'Registration Event' as defined in section 155 of the PPSA.

Related Entity has the same meaning as given in the Corporations Act 2001 (Cth).

Relative has the same meaning as given in the Corporations Act 2001 (Cth).

Security Interest has the meaning given to it in the PPSA.

Serious Credit Infringement has the meaning given by the Privacy Act.

Services means all labour and services supplied by Axiom to the Customer Standards means all current standards, technical specifications, procedures or guidelines developed by Standards Australia.

Terms means these terms and conditions.

Uses means Axiom's assessments of applications for credit, assessments of the Customer's creditworthiness, managing any credit provided by Axiom, the supply of any credit by Axiom, participation in the credit reporting system as provided by the Privacy Act, responding to requests from credit providers, assisting the Customer in preventing any default in relation to any credit account with Axiom, and enforcement action in connection with any credit account with Axiom.

Verification Statement has the meaning given by the PPSA