

TERMS & CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

These are the terms under which Coomalie Air Maintenance Pty Ltd (“**Coomalie Air Maintenance**”) will supply goods and services to the Customer, and grant credit to the Customer

1. Acceptance of Application

- a. Coomalie Air Maintenance may accept or decline an Application (at its sole discretion) by a written notice to the Customer after the receipt of the correctly completed Application and all supporting information that may be requested by Coomalie Air Maintenance.
- b. If Coomalie Air Maintenance accepts an Application, Coomalie Air Maintenance agrees to provide the Customer with the Credit Facility and in consideration of this, the Customer agrees to be bound by these Terms and Conditions.
- c. These Terms and Conditions include the Application, and the Deed of Guarantee Indemnity and Charge.

2. Term

These Terms and Conditions commence when Coomalie Air Maintenance accepts the Customer’s Application and continue until terminated in accordance with clause 11.

3. Credit limit

The Customer must not exceed its Credit Limit

- a. Coomalie Air Maintenance may refuse to supply Products or to process a Transaction for Services to the Customer in excess of the Customer’s Credit Limit
- b. If a Transaction or a delivery of any Products at any time results in the Customer exceeding its Credit Limit (“**Credit Limit Exceedance**”), the Customer must:
 - i. pay Coomalie Air Maintenance the amount of the Credit Limit Exceedance immediately in full; and
 - ii. if the Customer is not able to pay in accordance with sub-clause (a), immediately return any Products which are capable of being returned in their original condition to Coomalie Air Maintenance.

4. Work orders and prices

- a. Coomalie Air Maintenance will issue the Customer with a work order (**Work Order**) at the time of a request for each Transaction.
- b. The Work Order will set out the work that the Customer has requested Coomalie Air Maintenance to undertake.
- c. Coomalie Air Maintenance may at its discretion include an estimate of fees in the Work Order;

- d. Unless a fixed fee is agreed, Services will be undertaken by Coomalie Air Maintenance at the hourly rates set out below. These hourly rates may be amended from time to time.

Position	Rate (excluding GST)

- e. If a fixed fee is specified in the Work Order, Coomalie Air Maintenance will undertake the Services described in respect of that fixed fee for the fixed fee.
- f. In addition to payment for time spent undertaking the Services, the Customer agrees to pay Coomalie Air Maintenance for all Products purchased on behalf of the Customer.
- g. The Customer agrees that it is the Customer’s responsibility to ensure the Work Order correctly records the type of the Product or Service, and the quantity, price and other details of the purchase.

5. Purchase

- a. Coomalie Air Maintenance agrees to provide the Customer with the Credit Facility for the purpose of purchasing some or all of Products and Services from Coomalie Air Maintenance.
- b. The Customer agrees that the Credit Facility must be used by the Customer wholly or predominantly for business purposes.
- c. The Customer must pay the price charged by Coomalie Air Maintenance for the supply of Products and Services as set out in clause 4.
- d. In addition to the price for Products and Services, the Customer must pay:
 - i. any duties, taxes, government charges, levies and other imposts presently or in the future being levied by any government or regulatory authority on any of the Products or Services, or the price of any of the Products or services, in the amounts applicable from time to time;
 - ii. any Surcharge; and
 - iii. GST, where applicable.

- e. Coomalie Air Maintenance will charge all amounts due for the purchases of Products and Services to the Customer’s Account.

6. Payment

- a. Coomalie Air Maintenance will issue a tax invoice to the Customer for all purchases and supplies made during the previous billing period or pursuant to each Work Order and all fees, charges and moneys otherwise due and payable to Coomalie Air Maintenance (“**Due Amount**”).
- b. The Customer must pay the Due Amount in full by within 14 days of the date on which the invoice is issued (“**Due Date**”).
- c. If the Due Date falls on a non-business day, the payment of the Due Amount must be made on the business day preceding the Due Date:
- d. The Customer must make all payments due under these Terms and Conditions in full without deduction or set-off (equitable or otherwise).
- e. The Customer must notify Coomalie Air Maintenance of any dispute the Customer has with any invoice within 7 days from the date of the Customer’s receipt of the tax invoice. Unless the Customer disputes the amount within the said 7 days the amount shall be taken to be accepted by the Customer due and payable to Coomalie Air Maintenance and not open to dispute or challenge.
- f. To the extent permitted by law, all money received by Coomalie Air Maintenance from the Customer will be applied in the manner and order determined by Coomalie Air Maintenance.

7. Default

- a. The payment is taken to be made on the date when Coomalie Air Maintenance receives cleared funds into its nominated bank account
- b. The Customer is in default if the full payment of the tax invoice is not made by or on the Due Date or if the payment subsequently dishonours.
- c. If the Customer is in default, in addition to any other right Coomalie Air Maintenance may have, Coomalie Air Maintenance may, at its discretion:
 - i. charge the Customer interest on the overdue amount at a 10% per annum from the Due Date until Coomalie Air

Maintenance receives the payment in full;

- ii. immediately and without prior notice suspend the provision of the Credit Facility to the Customer until the payment is made in full;
 - iii. review and adjust the Customer's Credit Limit as Coomalie Air Maintenance considers appropriate; and/or
 - iv. terminate the provision of the Credit Facility to the Customer immediately without prior notice.
- d. Coomalie Air Maintenance will endeavor to notify the Customer prior to the suspension or termination of the Credit Facility if the Customer is in default, however, Coomalie Air Maintenance reserves the right to suspend or terminate the Credit Facility immediately and without prior notice if Coomalie Air Maintenance forms a view that Coomalie Air Maintenance's actions in that respect are justified in the circumstance.
- e. If the Customer is in default, the Customer will be liable to Coomalie Air Maintenance for the following:
- i. the unpaid amount specified in the tax invoice;
 - ii. any new amount in respect of any purchases and/or fees incurred on the Account after the date of the latest tax invoice issued to the Customer;
 - iii. any interest on the unpaid amount and any new amount charged to the Customer under clause 7(e)(i)
 - iv. all costs and expenses, including full legal, debt collection and administrative costs incurred by Coomalie Air Maintenance in attempting to enforce payment or otherwise incurred as a result of the Customer's default.
- f. All such amounts are a debt incurred by the Customer to Coomalie Air Maintenance and must be paid within 3 business days after the Customer's receipt of a re-issued tax invoice from Coomalie Air Maintenance. However, the Customer agrees that if a tax invoice has previously been issued for any amount (such as an invoice for the unpaid amount), such invoice does not need to be reissued under this clause and that amount becomes immediately due and payable on the date of default.

8. Security

- a. For the purpose of securing payment of all moneys due and payable to Coomalie Air Maintenance by the Customer arising from the use of the Credit Facility, the Customer:
 - i. charges to Coomalie Air Maintenance all its Property (wherever situated) to secure its obligations under these Terms and Conditions and authorises and consents to Coomalie Air Maintenance lodging a caveat, security interest under the PPSA, or any other similar document (in a form and subject to any conditions as Coomalie Air Maintenance sees fit) upon the title or

in relation to the Property in Coomalie Air Maintenance's absolute discretion to give effect to these provisions;

- ii. agrees that any and all charges described in this clause 8 should be taken to be a purchase money security interest for the purposes of the PPSA;
 - iii. consents to Coomalie Air Maintenance registering any and all charges described in this clause 8 on the personal property security register as a purchase money security interest;
 - iv. acknowledges that the charges granted by the Customer under this clause 8 give Coomalie Air Maintenance a power of sale over all of the Customer's Property if the Customer is in default of these Terms and Conditions; and
 - v. irrevocably appoints Coomalie Air Maintenance and persons nominated by Coomalie Air Maintenance separately as the attorney of the Customer with power to sign and lodge such caveat or other similar document to give effect to these provisions.
- b. Until such time as payment in full has been received by Coomalie Air Maintenance, title in the Products shall remain with Coomalie Air Maintenance (and Coomalie Air Maintenance shall be entitled to register this retention of title as a security interest under the personal property security register).

9. Risk

Risk in the Products will pass to the Customer when the Products have been delivered to the Customer.

10. Property

Property in the Products shall remain with Coomalie Air Maintenance until Coomalie Air Maintenance have been paid in full for the Products.

11. Termination

- a. Coomalie Air Maintenance may terminate these Terms and Conditions immediately by notice in writing to the Customer if:
 - i. the Customer breaches any obligation under these Terms and Conditions and fails to remedy the breach within 7 days after notice from Coomalie Air Maintenance to remedy the breach;
 - ii. the Customers breaches any obligation under these Terms and Conditions and the breach cannot be remedied;
 - iii. the Customer goes into liquidation, receivership, administration, bankruptcy, enters an arrangement or compromise with its creditors, has any form of insolvency administrator appointed to it or to any of its property or cannot pay its debts when they are due or where the Customer is a partnership, one or more partners become a bankrupt or the partnership is dissolved; or
 - iv. the Customer dies.
- b. Coomalie Air Maintenance may terminate these Standard Terms and Conditions

immediately without prior notice to the Customer if:

- i. the Customer is in default, in accordance with clause 11(a)(iii); or
 - ii. the Customer, in Coomalie Air Maintenance's reasonable opinion, represents a credit risk to Coomalie Air Maintenance or may not be able to pay moneys owing or which may become owing by the Customer to Coomalie Air Maintenance as the payments become due.
- c. Either party may terminate these Terms and Conditions at any time by giving the other party 30 days written notice.

12. Effects of Termination

- a. On termination of these Standard Terms and Conditions:
 - i. without limiting in any way clause 12, all moneys owing to Coomalie Air Maintenance by the Customer immediately become due and payable without prejudice to any other right of Coomalie Air Maintenance;
 - ii. Coomalie Air Maintenance may take such action as it is entitled to take by law, and, for the purposes of the recovery of the Products and enter any site where they are stored or where they are reasonably sought to be stored and take possession of them; and
 - iii. any right accrued prior to the termination remains unaffected.

13. Limitation of Liability

- a. Coomalie Air Maintenance will not, under any circumstances, be liable to the Customer, whether directly or indirectly for any third party claim arising out of supply of Products or Services or the performance or non-performance of any obligations under these Terms and Conditions.
- b. Coomalie Air Maintenance will not be liable to the Customer for any indirect or consequential loss, economic loss and/ or loss of profit, income, business, production, reputation or goodwill.
- c. Any Coomalie Air Maintenance liability which may arise under these Terms and Conditions is limited to the maximum extent permitted by law.
- d. To the extent permitted by law, all express or implied warranties, conditions or representations relating to the Products or Bulk Products that are not contained in these Terms and Conditions are excluded. If any non-excludable condition or warranty is implied into these Terms and Conditions and such condition or warranty is breached, the liability of Coomalie Air Maintenance in respect of such breach will be limited to (Coomalie Air Maintenance's option):
 - i. replacement of the defective Products or the supply of equivalent products; or

- ii. payment of the costs of replacing the defective Products or of acquiring equivalent products.
- 14. Indemnity**
- The Customer shall indemnify and hold Coomalie Air Maintenance harmless against any claim, liability, cost or expense arising directly or indirectly out of:
- a. a breach by the Customer of any provision of these Terms and Conditions; and
 - b. misuse, whether innocent or willful, by the Customer of the Credit Facility.
- 15. GST**
- a. Subject to as may otherwise be expressly stated, and subject to the provisions set out below, if any supply made under or in connection with these Terms and Conditions by one party ('Supplier') to the other party ('Acquirer'), is subject to GST, the payment for that supply will be increased by an amount equal to the GST payable.
 - b. The Acquirer will not be obligated to make any payment for either the supply referred to in paragraph (a) or on account of the GST referred to in paragraph (a) until the Supplier has issued a tax invoice to the Acquirer for the supply to which the payment relates.
 - c. If a payment made by one party to the other party is a reimbursement or indemnification of a cost, expense, loss or liability incurred by that other party, the payment shall be reduced by an amount for which that party is entitled to an input tax credit.
 - d. Words or expressions used in this clause, which are defined in *A New Tax System (Goods and Services Tax) Act 1999*, have the same meaning.
- 16. Privacy Notice and Agreement**
- The Privacy Agreement set out in the Application is expressly incorporated into these Terms and Conditions.
- 17. Notice**
- a. Writing

All notices must be in writing and must be delivered, mailed or sent by facsimile or e-mail:

 - i. to Coomalie Air Maintenance, using the contact details on its website; and
 - ii. to the Customer, using the Customer's contact details as nominated in the Application or as otherwise advised by the Customer in writing.
 - b. The notice will be deemed served when, if delivered, on delivery; if sent by mail, two business days after the date on which the notice was posted; and if sent by facsimile, on confirmation of the successful transmission of all pages and, if sent by e-mail, on the receipt of the e-mail by the recipient's computer network.
- 18. Miscellaneous**
- a. The Customer must notify Coomalie Air Maintenance in writing of any change in the

Customer's contact details or other details within 2 business days of any such change.

- b. Coomalie Air Maintenance may:
 - i. vary any material provision of these Terms and Conditions at any time by giving not less than 30 days prior written notice; and
 - ii. vary any non-material provision to these Terms and Conditions at any time without giving the Customer prior notice. Any new version of the varied Standard Terms and Conditions will be available on Coomalie Air Maintenance's public website for the Customer's information.
- c. If there are any special conditions included by Coomalie Air Maintenance in the credit application, these special conditions will apply in priority to these Terms and Conditions in the event of an inconsistency.
- d. These Terms and Conditions will be governed by the laws of the Northern Territory of Australia.
- e. These Terms and Conditions constitute the entire agreement between the parties concerning the subject matter of the agreement and any previous agreement, understanding and negotiations on the subject matter are excluded.
- f. Coomalie Air Maintenance may assign and/or subcontract its rights and obligations under these Terms and Conditions without notice at any time.
- g. The Customer may not assign or otherwise dispose of its rights and obligations under these Terms and Conditions without prior written consent from Coomalie Air Maintenance.
- h. Any waiver by Coomalie Air Maintenance of any rights under these Standard Terms and Conditions will not constitute a general waiver of those or other rights.
- i. In the case of accounts opened in the name of two or more people, each party is jointly and severally liable to pay that account.
- j. The Customer agrees that it will use Coomalie Air Maintenance's goods and services wholly or predominantly for business purposes and that the unfair contracts provisions of the *Competition and Consumer Act 2010* (Cth) do not apply to these Terms and Conditions.

2. DEFINITIONS

"Accounts" means the account opened by Coomalie Air Maintenance for the Customer to operate the Credit Facility;

"Application" means a credit application provided by Coomalie Air Maintenance which the Customer must complete to make an application to Coomalie Air Maintenance for the supply of Products and Services on credit;

"Credit Facility" means the facility provided by Coomalie Air Maintenance for the Customer to purchase Products and/or Services on credit.

"Credit Limit" means the amount notified to the Customer by Coomalie Air Maintenance from time to time as the maximum amount allowed

for purchases of Products and Services by the Customer on its Account;

"Customer" means the "Applicant" in the Application;

"Deed of Guarantee, Indemnity and Charge" means a deed which is signed by the Customer's guarantor as a part of these Terms and Conditions where relevant;

"Due Date" means the date, as agreed between the Customer and Coomalie Air Maintenance, by which the amount of the tax invoice must be paid in full, or, if no date has been agreed, the day that is 30 days following the month in which the tax invoice is issued;

"GST" means Goods and Services Tax as defined in *A New Tax System (Goods and Services Tax) Act 1999*,

"Laws" means the requirements of all statutes, rules, regulations, proclamations, awards, ordinances, bylaws or Australian Standards, present or future, and whether territory, state, federal or otherwise;

"Order" means wither a one off or a periodic order from the Customer for the delivery of Bulk Products;

"Products" means all goods supplied by Coomalie Air Maintenance to the Customer;

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

"Property" means all property of the Customer, now or into the future, wherever situated, including without limitation all real and personal property, business and trading assets, stock, choses in action, goodwill and uncalled capital and called but unpaid capital from time to time;

"Purchase Limit" means a daily and/ or monthly dollar, volume or transaction type limit;

"Redirection Fee" means the amount determined by Coomalie Air Maintenance (acting reasonably) equivalent to the cost to Coomalie Air Maintenance of the Customer not accepting delivery of Products, including administrative, transport and storage costs;

"Services" means all services provided by Coomalie Air Maintenance to the Customer;

"Surcharge" means a fee determined by Coomalie Air Maintenance from time to time and charged by Coomalie Air Maintenance to the Customer;

"Transaction" means a purchase transaction for which the Credit Facility is used by a Customer to purchase Products and/ or Services;

3. INTERPRETATION

Unless the context requires otherwise, the singular includes the plural and vice versa, reference to a gender includes all gender includes all genders, reference to "person" includes a natural person, company, body corporate or other form of legal entity, and reference to "including" and "includes" is to read as if followed by "without limitation".