



APPLICATION FOR NEW CUSTOMER ACCOUNT





APPLICATION FOR NEW CUSTOMER ACCOUNT



We thank you for taking the time to fill in this application and look forward to working with you for your business needs. We assure you that your business is important to us and our goal is to consistently provide great customer service, optimum quality and value for money.

Thanks again and welcome aboard.

- The Team at BOOStudio

Business Details

Entity type:

Company ☐ Partnership ☐ Sole Trader ☐ Trust ☐ Other ☐

ABN: ACN: Year of Inception:

Legal Entity Name:

Trading name(s):

Business address:

Business Phone:

Business website:

Business Bank: Bank Branch:

Applicant's accountant information:

Business name: Phone:

Email: Full name:

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Contact Details

Primary Contact:

Full Name:

Email:

Phone:

Accounts Payable Contact:

Full Name:

Email:

Phone:

* Invoices & Statements will be issued to this email address

Trade References

Company spend with reference must be at least equal to credit being requested.

Trade Reference #1

Full Name:

Company:

Email:

Phone:

Trading
Duration:

Monthly
spend:

Trade Reference #2

Full Name:

Company:

Email:

Phone:

Trading
Duration:

Monthly
spend:



APPLICATION FOR NEW CUSTOMER ACCOUNT

Director/Principal Details

Director #1

Full Name:

Email:

Phone:

DOB:

Full Address:

Director #2

Full Name:

Email:

Phone:

DOB:

Full Address:

Director #3

Full Name:

Email:

Phone:

DOB:

Full Address:

Director #4

Full Name:

Email:

Phone:

DOB:

Full Address:



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Account type

Please tell us what account type you want:

Non-credit account

☐

Credit account

☐

Note: if you are choosing a credit account, please fill out the below 'Credit Terms' with the requested information.

Credit Terms

Desired payment term of credit account:

30 day

☐

14 day

☐

Credit Limit Requested
(Monthly spend)

Privacy declaration

The information requested in this Credit Application is required by BOO Studio Pty Ltd ("BOOStudio") and/or BOO Group Pty Ltd ("BOOGroup") for the purpose of processing this Credit Application. For the purpose of processing this Credit Application the information disclosed by the Applicant may be disclosed to your nominated bank, credit referees, our legal advisers, collection agents and to authorised credit rating agencies.



APPLICATION FOR NEW CUSTOMER ACCOUNT



Authorised Signature

1. The Applicant hereby applies for credit with BOOStudio/BOOGroup on the basis of the information supplied above.
2. The Applicant certifies this information is true and correct.
3. The Applicant confirms it has read a copy of the general Terms of Trade published on the following pages herein; and agrees to be bound by those Terms of Trade and any new Terms of Trade which come into effect thereafter.
4. The Applicant warrants that it has the future ability to pay all of its debts as and when they fall due.
5. The Applicant authorises BOOStudio/BOOGroup, for the purpose of this Credit Application, to collect and retain information about the Applicant and to inquire of all persons referred to in this Credit Application regarding the contents of this Credit Application.
6. The Applicant authorises BOOStudio/BOOGroup, for the purpose of processing this Credit Application, to furnish third parties (such as credit agencies) with details of this Credit Application and any subsequent dealing the Applicant may have with BOOStudio/BOOGroup as a result of this Credit Application being actioned.
7. I/We agree to BOOStudio/BOOGroup obtaining personal information about me/us from other credit providers, whose names I/we may have provided for BOOStudio/BOOGroup or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to BOOStudio/BOOGroup in accordance with Section 18N(1)(b) Privacy Act 1988.
8. The customer must pay all invoices strictly within the agreed trading terms from the date of invoice.
9. The person(s) signing this Credit Application warrant(s) that they are duly authorised to sign on behalf of the Applicant.

I certify that I am authorised to sign this application form on behalf of the Customer and that the information given is true and correct to the best of my knowledge.

Signed by its authorised representative

Date:

Full Name:

Position:

Signature:

Executed & signed in accordance with Section 127 of the Corporations Act 2001



TERMS OF TRADE

1. Definitions and interpretation

1.1. Definitions

Additional Charge means:

- (a) fees or charges for additional work performed at the Customer's request or reasonably required as a result of the Customer's conduct, calculated in accordance with BOOStudio's then current prices; and
- (b) expenses incurred by BOOStudio, at the Customer's request or reasonably required as a result of the Customer's conduct.

Business Day means a day that is not a Saturday, Sunday or public holiday in the place where the Services are principally being carried out or the Goods provided.

Customer means the person identified on a Quote or Order as the customer and includes the Customer's agents and permitted assigns.

Goods means any Goods supplied by BOOStudio including those supplied in the course of providing Services.

Intellectual Property Rights means intellectual property rights at any time protected by statute or common law, including copyright, trade marks, patents and registered designs.

Loss includes, but is not limited to, costs (including party to party legal costs and BOOStudio's legal costs), expenses, lost profits, award of damages, personal injury and property damage.

Order means a purchase order for Goods or Services placed by a Customer in response to a Quote and as varied in writing from time to time by the parties.

PPS Law means:

- (a) the Personal Property Security Act 2009 (Cth) (PPS Act) and any regulation made at any time under the PPS Act (each as amended from time to time); and
- (b) any amendment made at any time to any other legislation as a consequence of a PPS Law.

Quote means a written description of the Goods or Services to be provided, an estimate of BOOStudio's charges for the performance of the required work and an estimate of the time frame for the performance of the work.

Services means the services to be provided by BOOStudio to the Customer in accordance with a Quote and these terms of trade.

Supplier means the entity specified as BOOStudio of Goods or Services on the Quote and includes BOOStudio's agents and permitted assigns.

Warehouse means a BOOStudio storage facility.

Goods means merchandise, possessions or items held by BOOStudio.





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1.2. Interpretation

In these terms of trade, unless the context otherwise requires:

(a) a reference to writing includes email and other communication established through BOOStudio's website (if any);

(b) the singular includes the plural and vice versa;

(c) a reference to a clause or paragraph is a reference to a clause or paragraph of these terms of trade.

(d) a reference to a party to these terms of trade or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;

(e) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

(f) headings are for ease of reference only and do not affect the meaning or interpretation of these terms of trade; and

(g) if the date on which any act, matter or thing is to be done falls on a day which is not a Business Day, that act, matter or thing:

(i) if it involves a payment other than a payment which is due on demand must be done on the preceding Business Day; and

(ii) in all other cases, must be done on the next Business Day.

2. General

(a) These terms of trade apply to all transactions between the Customer and BOOStudio relating to the provision of Goods and Services. This includes all quotations, contracts and variations. These terms of trade take precedence over terms of trade contained in any document of the Customer or elsewhere.

(b) The variation or waiver of a provision of these terms or a party's consent to a departure from a provision by another party is ineffective unless in writing signed by the parties.

(c) BOOStudio may amend any details in a Quote by notice in writing to the Customer. Such amended details supersede any relevant prior detail in dealings between the parties.

(d) This Terms Of Trade constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, unless otherwise contractually agreed with an Authorised BOOStudio employee that is lawfully allowed to legally bind on behalf of BOO Studio Pty Ltd





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3. Quotes

- (a) BOOStudio may provide the Customer with a Quote. Any Quote issued by BOOStudio is valid for 30 days from the date of issue.
- (b) Unless otherwise expressly agreed in writing, a Quote does not include delivery or installation of the Goods.
- (c) Quotes are based upon the cost of materials available at the time of preparation of the Quote and assume the timely supply by the Customer of necessary material and instructions to BOOStudio
- (d) Following provision of a Quote to the Customer, BOOStudio is not obliged to commence work until the Quote has been accepted by the Customer. This occurs by the Customer completing an Order form and returning the form to BOOStudio.
- (e) BOOStudio reserves the right to amend any Quote before the Order has been completed to take into account any rise or fall in the cost of completing the Order. BOOStudio will notify the Customer of any amendment as soon as practicable, at which point the amended Quote will be the estimate or Quote for the purposes of these terms of trade.
- (f) An indication in a Quote of the time frame for the provision of the Goods or Services is an estimate only and is not a fixed time frame. Subject to any obligations in respect of consumer guarantees under the Australian Consumer Law, this estimate is not binding upon BOOStudio.

4. Orders

- (a) Every Order by the Customer for the provision of Goods or Services must be submitted in writing on BOOStudio's standard Order form (unless otherwise agreed).
- (b) An Order will only be deemed to be placed by the Customer if the Order clearly identifies the Goods or Services ordered and BOOStudio's Quote. Any costs incurred by BOOStudio in reliance on incorrect or inadequate information provided by the Customer in an Order may result in the imposition of an Additional Charge.
- (c) Orders must be signed by an authorised representative of the Customer and must specify the required date of delivery.
- (d) Placement of an Order by the Customer signifies acceptance by the Customer of these terms of trade and the most recent Quote provided by BOOStudio relating to that Order.
- e) BOOStudio may in its absolute discretion refuse to provide Goods or Services where:
 - (i) Goods are unavailable for any reason whatsoever;
 - (ii) credit limits cannot be agreed upon or have been exceeded; or
 - (iii) payment for Goods or Services previously provided to the Customer or any related corporation of the Customer or to any other party who is, in the reasonable opinion of BOOStudio, associated with the Customer under the same or another supply contract, has not been received by BOOStudio.





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(f) An Order cannot be cancelled without the prior written consent of BOOStudio. Where an Order is cancelled, the Customer indemnifies BOOStudio against any Losses incurred by BOOStudio as a result of the cancellation. This includes, but is not limited to, loss of profit from other orders foregone as a result of the scheduling of the Order which is subsequently cancelled.

5. Variations

(a) The Customer may request that its Order be varied by providing a request in writing to BOOStudio. A request for a variation must be agreed to in writing by BOOStudio in order to have effect.

(b) If the Customer wishes to vary its requirements after a Quote has been prepared by BOOStudio or after the placement of an Order, BOOStudio reserves the right to vary the Quote to include any Additional Charge in respect of any extra costs incurred or additional work carried out due to the variation, in accordance with its then current charge rates. A revised Quote issued by BOOStudio in respect of the requested variation supersedes the original Quote. If the revised Quote only specifies additional work, the Quote for that additional work will be in addition to the immediately preceding Quote for the Goods or Services or both.

(c) BOOStudio has an automatic extension of time for the provision of the Goods or Services equal to the delay caused by the variation.

6. Invoicing and payment

(a) BOOStudio may in its absolute discretion, issue an invoice to the Customer in any one or more of the following ways:

(i) prior to commencing the provision of the Goods or Services, for an amount equal to the Quote and Additional Charges where BOOStudio has not previously carried out work for the Customer or where BOOStudio chooses to do so;

(ii) at the end of each week before the Order is completed, BOOStudio may issue one or more invoices for a proportion or the whole of the amount of the Quote (the proportion to be calculated at BOOStudio's discretion either for work done to that point, work in the future or both) and require that proportion of the Quote be paid in advance of any further Goods or Services being provided; or

(iii) upon completion of the provision of the Goods or Services or any time thereafter, for an amount equal to the Quote or the balance of the Quote outstanding, any Additional Charges and any amount not previously invoiced, or if no Quote was provided, for an amount representing BOOStudio's charge for the work performed in completing the Order and for any Additional Charges.

(b) The amount payable by the Customer will be the amount set out in the invoice. This will be calculated as:

(i) the amount for the Goods or Services (or both) as set out in the Quote and any Additional Charges, or

(ii) where no Quote has been provided by BOOStudio, BOOStudio's usual charges for the Goods or services (or both) as described in the Order.



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- (c) The Customer must pay an invoice issued by BOOStudio to BOOStudio within 30 days of a valid tax invoice being issued to the Customer.
- (d) If any invoice is due but unpaid, BOOStudio may withhold the provision of any further Goods or Services until overdue amounts are paid in full.
- (e) BOOStudio may in its complete discretion apply any payment received from the Customer to any amount owing by the Customer to BOOStudio.
- (f) The Customer is not entitled to retain any money owing to BOOStudio notwithstanding any default or alleged default by BOOStudio of these terms of trade, including (but not limited to) the supply of allegedly faulty or defective Goods, provision of Services to an inadequate standard or a delay in the provision of Goods or Services. Nothing in this paragraph affects the Customer's rights for any alleged failure of a guarantee under the Australian Consumer Law.
- (g) The Customer is to pay BOOStudio on demand interest at the rate of 10% per year on all overdue amounts owed by the Customer to BOOStudio, calculated daily.
- (h) All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees and internal costs and expenses of BOOStudio, are to be paid by the Customer as a debt due and payable under these terms of trade.
- (i) The Customer and BOOStudio agree to comply with their obligations in relation to Goods and Services Tax (GST) under the A New Tax System (Goods and Services Tax) Act 1999 and any other applicable legislation governing GST.

7. Additional Charges

- (a) BOOStudio may require the Customer to pay Additional Charges in respect of Costs incurred by BOOStudio as a result of reliance on inadequate or incorrect information or material provided by the Customer or information or material supplied later than required by BOOStudio in order for it to provide the Goods or Services within the specified time frame (if any).
- (b) The imposition of Additional Charges may also occur as a result of:
 - (i) cancellation by the Customer of an Order where cancellation results in Loss to BOOStudio;
 - (ii) storage costs for Goods not collected from BOOStudio within 1 weeks of the date on which the Goods are manufactured, fabricated, created or formed;
 - (iii) photocopying, courier, packing or handling charges not included in the Quote;
 - (iv) Government or council taxes or charges not included in the Quote; or
 - (v) additional work required by the Customer or any other occurrence which causes BOOStudio to incur costs in respect of the Customer's Order additional to the quoted cost.





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8. Liability and limitation of damages

(a) Warehouse shall not be liable for any loss or damage to Goods tendered, stored or handled however caused unless such loss or damage resulted from the failure by Warehouse to exercise such care in regard to them as a reasonably careful person would exercise under like circumstances. Warehouse is not liable for damages which could not have been avoided by the exercise of such care.

(b) Goods are not insured by Warehouse against loss or damage however caused.

(c) In the event of loss or damage to the Goods for which Warehouse is legally liable, Customer declares that Warehouse's liability for damages are limited, and in no instance shall any one claim exceed the limit of Warehouse' liability insurance, provided, however, that such liability may at the time of acceptance of this Contract, be increased upon Customer's written request on part or all of the Goods hereunder in which event an additional monthly charge will be made based upon such increased valuation.

(d) The limitation of liability shall be Customer's exclusive remedy against Warehouse for any claim or cause of action whatsoever relating to loss, damage, and/or destruction of the Goods and shall apply to all claims including inventory shortage and mysterious disappearance claims unless Customer proves by affirmative evidence that Warehouse converted the Goods to its own use. Any presumption of conversion imposed by law shall not apply.

(e) Where loss or damage occurs to tendered, stored or handled Goods, for which Warehouse is not liable, the Customer shall be responsible for the cost of removing and disposing of such Goods and the cost of any environmental cleanup and site remediation resulting from the loss or damage to the Goods.

9. Insurance

BOOStudio holds & maintain in force, with a reputable insurance company, professional indemnity insurance, and public liability insurance to cover the liabilities that may arise.

The Customer shall setup and maintain with a reputable insurance company, insurance for the full insurable value of the Products/Goods, at its cost, against all appropriate risks including loss or damage by fire, theft, accident and other such risks;

(a) note the interest of BOOStudio on the insurance policy; and

(b) produce a certificate of currency of the insurance effected by Customer under this clause 9(a) to BOOStudio, upon request.

(c) else, if the Customer raises a request to BOOStudio, BOOStudio at its sole discretion can obtain a quote to insure the Customers value of Product/Goods in its possession, including administration of such policy, at the full expense of the customer.





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10. Title and risk

(a) Risk in Goods passes to the Customer immediately upon trade commencement

(b) Property and title in Goods supplied to the Customer under these terms of trade does not pass to the Customer until all money (including money owing in respect of other transactions between BOOStudio and the Customer) due and payable to BOOStudio by the Customer have been fully paid.

(c) Where Goods are supplied by BOOStudio to the Customer without payment in full, the Customer:

- (i) is a bailee of the Goods until property in them passes to the Customer;
- (ii) irrevocably appoints BOOStudio to be its attorney to do all acts and things necessary to ensure the retention of title to goods including the registration of any security interest in favour of BOOStudio with respect to the Goods under applicable law;
- (iii) must be able upon demand by BOOStudio to separate and identify as belonging to BOOStudio Goods supplied by BOOStudio from other goods which are held by the Customer;
- (iv) must not allow any person to have or acquire any security interest in the Goods;
- (v) agrees that BOOStudio may repossess the Goods if payment is not made within 7 days (or such longer time as BOOStudio may, in its complete discretion, approve in writing) of the supply of the Goods; and
- (vi) the Customer grants an irrevocable licence to BOOStudio or its agent to enter the Customer's premises in order to recover possession of Goods pursuant to this paragraph. The Customer indemnifies BOOStudio for any damage to property or personal injury which occurs as a result of BOOStudio entering the Customer's premises.

(d) Where Goods are supplied by BOOStudio to the Customer without payment in full of all moneys payable in respect of the Goods and any Services provided by BOOStudio in respect of those Goods, and:

- (i) the Customer makes a new object from the Goods, whether finished or not;
- (ii) the Customer mixes the Goods with other goods; or
- (iii) the Goods become part of other goods (New Goods), the Customer agrees with BOOStudio that the ownership of the New Goods immediately passes to BOOStudio. The Customer will hold the New Goods on trust for BOOStudio until payment of all sums owing to BOOStudio whether under these terms of trade or any other contract have been made. BOOStudio may require the Customer to store the New Goods in a manner that clearly shows the ownership of BOOStudio.

(e) For the avoidance of doubt, under paragraph 10(d), the ownership of the New Goods passes to BOOStudio at the beginning of the operation or event by which the Goods are converted into, are mixed with or become part of other goods.

(f) Despite paragraph 10(c), the Customer may transfer, sell or dispose of Goods, including New Goods, to a third party in the ordinary course of business. This is provided that:

- (i) where the Customer is paid by a third party in respect of Goods including New Goods, the Customer holds the whole of the proceeds of sale, less any GST, on trust for BOOStudio in a separate account, until all amounts owed by the Customer to BOOStudio have been paid; or



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(i) where the Customer is not paid by a third party, the Customer agrees to assign all of its rights against the third party to BOOStudio upon BOOStudio giving the Customer notice in writing to that effect and for the purpose of giving effect to that assignment the Customer irrevocably appoints BOOStudio as its attorney.

(g) Where Goods are supplied by BOOStudio to the Customer without payment in full of all moneys payable in respect of the Goods and any Services provided by BOOStudio in respect of those Goods, the Customer acknowledges that BOOStudio has a right to register and perfect a personal property security interest.

(h) If:

(i) a PPS Law applies or commences to apply to these terms of trade or any transaction contemplated by them, or BOOStudio determines (based on legal advice) that this is the case; and

(ii) in BOOStudio's opinion, the PPS Law:

(A) does or will adversely affect BOOStudio's security position or obligations; or

(B) enables or would enable BOOStudio's security position to be improved without adversely affecting the Customer, BOOStudio may give notice to the Customer requiring the Customer to do anything (including amending these terms of trade or execute any new Terms and Conditions) that in BOOStudio's opinion is necessary, to the maximum possible extent, to overcome the

circumstances contemplated in paragraph 10(h)(ii)(A) or improve the security position as

contemplated in paragraph 10(h)(ii)(B). The Customer must comply with the requirements

of that notice within the time specified in the notice. If having completed everything reasonably practicable as required under this paragraph, in BOOStudio's opinion BOOStudio's security position or obligations under or in connection with these terms of trade have been or will be materially adversely affected, BOOStudio may by further notice to the Customer cancel these terms of trade. If this occurs, the Customer must pay to BOOStudio any money owed to BOOStudio by the Customer immediately.

11. Intellectual Property Rights

(a) The Customer warrants that it owns all Intellectual Property Rights pertaining to its Order for Goods or Services or has a licence to authorise BOOStudio to reproduce or use all copyright works or other materials the subject of Intellectual Property Rights supplied by the Customer to BOOStudio for the purposes of the Order. Further, the Customer indemnifies and agrees to keep indemnified BOOStudio against all Losses incurred by BOOStudio in relation to or in any way directly or indirectly connected with any breach of any other Intellectual Property Rights in relation to any material supplied by the Customer.

(b) Unless specifically agreed in writing between BOOStudio and the Customer, all Intellectual Property Rights in any works created by BOOStudio on behalf of the Customer vest in and remain the property of BOOStudio.

(c) Subject to payment of all invoices due in respect of the Goods or Services, the Supplier grants to the Customer a perpetual, non-exclusive licence to use the works created or produced by BOOStudio in connection with the provision of Goods or Services under these terms of trade for the purposes contemplated by the Order.



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12. Agency and assignment

- (a) The Customer agrees that BOOStudio may at any time appoint or engage an agent to perform an obligation of BOOStudio arising out of or pursuant to these terms of trade.
- (b) BOOStudio has the right to assign and transfer to any person all or any of its title, estate, interest, benefit, rights, duties and obligations arising in, under or from these terms of trade provided that the assignee agrees to assume any duties and obligations of BOOStudio owed to the Customer under these terms of trade.
- (c) The Customer is not to assign, or purport to assign, any of its obligations or rights under these terms of trade without the prior written consent of BOOStudio

13. Default by customer

- (a) Each of the following occurrences constitutes an event of default:
- (i) the Customer breaches or is alleged to have breached these terms of trade for any reason (including, but not limited to, defaulting on any payment due under these terms of trade) and fails to remedy that breach within 14 days of being given notice by BOOStudio to do so;
 - (ii) the Customer, being a natural person, commits an act of bankruptcy;
 - (iii) the Customer, being a corporation, is subject to:
 - (A) a petition being presented, an order being made or a meeting being called to consider a resolution for the Customer to be wound up, deregistered or dissolved;
 - (B) a receiver, receiver and manager or an administrator under Part 5.3A of the Corporations Act 2001 being appointed to all or any part of the Customer's property and undertaking;
 - (C) the entering of a scheme of arrangement (other than for the purpose of restructuring); and
 - (D) any assignment for the benefit of creditors;
 - (iv) the Customer purports to assign its rights under these terms of trade without BOOStudio's prior written consent; or
 - (v) the Customer ceases or threatens to cease conduct of its business in the normal manner.
- (b) Where an event of default occurs, except where payment in full has been received by BOOStudio, BOOStudio may:
- (i) terminate these terms of trade;
 - (ii) terminate any or all Orders and credit arrangements (if any) with the Customer;
 - (iii) refuse to deliver Goods or provide further Services;
 - (iv) pursuant to clause 9(c), repossess and re-sell any Goods delivered to the Customer, the payment for which has not been received; or
 - (v) retain (where applicable) all money paid by the Customer on account of Goods or Services or otherwise.
- (c) In addition to any action permitted to be taken by BOOStudio under paragraph 13(b), on the occurrence of an event of default all invoices will become immediately due and payable.



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14. Termination

In addition to the express rights of termination provided in these terms of trade, a party may terminate these terms of trade by giving 7 days written notice to the other party.

15. Exclusions and limitation of liability

(a) The Customer expressly agrees that use of the Goods and Services is at the Customer's risk. To the full extent allowed by law, BOOStudio's liability for breach of any term implied into these terms of trade by any law is excluded.

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

(c) BOOStudio gives no warranty in relation to the Services provided or supplied. Under no circumstances is BOOStudio or any of its suppliers liable or responsible in any way to the Customer or any other person for any loss, damages, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenues) as a result, direct or indirect of any defect, deficiency or discrepancy in the Goods or Services. This includes their form, content and timeliness of deliveries, failure of performance, error, omission, defect, including, without limitation, for and in relation to any of the following:

- (i) any Goods or Services supplied to the Customer;
- (ii) any delay in supply of the Goods or Services; or
- (iii) any failure to supply the Goods or Services.

(d) Any advice, recommendation, information, assistance or service given by the Supplier in relation to Goods or Services or both, is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given. It is provided without any warranty or accuracy, appropriateness or reliability. BOOStudio does not accept any liability or responsibility for any Loss suffered as a result of the Customer's reliance on such advice, recommendation, information, assistance or service.

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

(f) The Customer acknowledges that the Goods or Services are not for personal, domestic or household purposes.

(g) The Australian Consumer Law may give to the Customer certain guarantees. Where liability for breach of any such guarantee can be limited, BOOStudio's liability (if any) arising from any breach of those guarantees is limited with respect to the supply of Goods, to the replacement or repair of the Goods or the costs of resupply or replacement of the Goods or with respect to Services to the supply of Services again or cost of re-supplying the Services again.



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16. Indemnity

(a) The Customer indemnifies and keeps indemnified BOOStudio, its servants and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to, the Customer) against BOOStudio or, for which BOOStudio is liable, in connection with any Loss arising from or incidental to the provision of Goods or Services, any Order or the subject matter of these terms of trade including.

(b) This includes, but is not limited to, any legal costs incurred by BOOStudio in relation to meeting any claim or demand of any party legal costs for which BOOStudio is liable in connection with any such claim or demand.

(c) This provision remains in force after the termination of these terms of trade.

17. Force majeure

(a) If circumstances beyond BOOStudio's control prevent or hinder its provision of the Goods or Services, BOOStudio is free from any obligation to provide the Goods or Services while those circumstances continue. BOOStudio may elect to terminate this agreement or keep the agreement on foot until such circumstances have ceased.

(b) Circumstances beyond BOOStudio's control include, but are not limited to, unavailability of materials or components, strikes, lockouts, riots, natural disasters, fire, war, acts of God, Government decrees, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.

18. Dispute resolution

(a) If a dispute arises between the Customer and BOOStudio, the following procedure applies:

(i) A party may give another party a notice of the dispute and the dispute must be dealt with in accordance with the procedure set out in this clause.

(ii) A party must not commence legal proceedings (except proceedings seeking interlocutory relief) in respect of a dispute unless the dispute has been referred for resolution in accordance with this paragraph.

(iii) A party must not oppose any application for a stay of any legal proceedings that may be issued in respect of a dispute pending the completion or termination of the procedure set out in this paragraph.

(b) If a dispute is notified, the dispute must immediately be referred to the parties' respective senior management. Those representatives must endeavour to resolve the dispute as soon as possible and in any event within 3 Business Days (or other period as agreed)





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(c) Unless otherwise agreed by the parties, any dispute that cannot be settled by negotiation between the parties or their representatives, the parties expressly agree to endeavour to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC) before having recourse to arbitration or litigation. The mediation must be conducted in accordance with the ACDC Guidelines for Commercial Mediation which operate at the time the matter is referred to ACDC. The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved. The terms of the Guidelines are incorporated into these terms of trade. This paragraph survives termination of these terms of trade.

(d) Notwithstanding the existence of a dispute (including the referral of the dispute to mediation), each party must continue to perform its obligations under these terms of trade.

(e) The parties must hold confidential, unless otherwise required by law or at the direction of a court of competent jurisdiction, all information relating to the subject matter of the dispute that is disclosed during or for the purposes of dispute resolution. The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this procedure is to attempt to settle the dispute between the parties. No party may use any information or documents obtained through the dispute resolution process for any purpose other than an attempt to settle the dispute between the parties.

19. Miscellaneous

(a) These terms of trade are governed by the laws of the state where BOOStudio's registered office is situated and each party irrevocably submits to the non-exclusive jurisdiction of the courts of that state.

(b) These terms of trade and any Quotes and written variations agreed to in writing by BOOStudio represent the whole agreement between the parties relating to the subject matter of these terms.

(c) These terms of trade supersede all oral and written negotiations and communications by and on behalf of either of the parties.

(d) In entering into these terms of trade, the Customer has not relied on any warranty, representation or statement, whether oral or written, made by BOOStudio or any of its employees or agents relating to or in connection with the subject matter of these terms of trade.

(e) If any provision of these terms of trade at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.

(f) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

(g) A notice or other communication required or permitted to be given by one party to another must be in writing to the address shown on a Quote (or as varied pursuant to this paragraph) and delivered personally, sent by pre-paid mail to the address of the addressee specified in the relevant Quote; sent by fax to the fax number of the addressee specified in the relevant Quote, with acknowledgment of receipt from the facsimile machine of the addressee or sent by email to the email address of the addressee specified in the relevant Quote with acknowledgement of delivery.





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(g) A notice or other communication required or permitted to be given by one party to another must be in writing to the address shown on a Quote (or as varied pursuant to this paragraph) and delivered personally, sent by pre-paid mail to the address of the addressee specified in the relevant Quote; sent by fax to the fax number of the addressee specified in the relevant Quote, with acknowledgment of receipt from the facsimile machine of the addressee or sent by email to the email address of the addressee specified in the relevant Quote with acknowledgement of delivery.

(h) A notice or other communication is taken to have been given (unless otherwise proved) if mailed, on the second Business Day after posting; or if sent by fax or email before 4 pm one Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.

(i) A party may only change its postal or email address or fax number for service by giving notice of that change in writing to the other party

20. Anti-bribery, modern slavery, and trade compliance

BOOStudio shall:

(a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery, anti-corruption, and modern slavery including, but not limited to, the Bribery Act 2010 and the Modern Slavery Act 2015 (insofar as such laws, statutes, and regulations apply to BOOStudio);

(b) maintain its own policies and procedures to ensure compliance with anti-bribery and anti-corruption and will enforce them where appropriate;

(c) maintain programs to assure compliance with the applicable authorities' laws and regulations governing international transactions, including, but not limited to, those of Australia, New Zealand, the United Kingdom, the United States of America, the European Union, and the United Nations;

(d) ensure compliance with all import laws and regulations, if applicable, including, but not limited to, the Goods' duty tariff classification, description and valuation;

(e) maintain all documentation necessary to demonstrate conformance and compliance to the Customer with applicable trade compliance laws and regulations;

(d) immediately notify the Customer in writing if BOOStudio has or should have any reason to believe that a breach of Clause 20 has occurred or may occur.



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21. Notices

- (a) Any notice or other communication given to a party under or in connection with our Terms Of Trade shall be in writing and shall be delivered by electronic email to the Customers nominated email address and or a printed, sealed and posted by registered mail to the Customers address.
- (b) A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt; or if sent by pre-paid first-class post or other next working day delivery service, at 10.00 am on the second Business Day after posting or emailing.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

22. Acceptance of terms of trade

By accepting our quote to supply you goods or services, you therefore declare your acceptance of our terms of trade in which you are also declaring you have read and agreed to our full terms of trade aforementioned in this document.

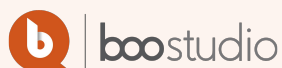
**Need help or have a question
about our terms of trade?**

Contact your account manager, or
hello@booststudio.com.au





THANK YOU



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