- Pacific Avionics Pty Ltd Terms & Conditions of Trade

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- 1.7 1.8
- Acceptance The Customer is taken to have exclusively accepted and is 9. immediately bound, jointly and severally, by these terms and 9.1 conditions if the Customer places an order for or accepts delivery **2**.1
- optidings if the Customer practices and user in the coverse summary the Goods. The grant of any inconsistency between the terms and the prevent of any inconsistency between the terms and because that the particular and any other prior document or contract shall prevail. Your amendment to the terms and conditions contained in this 9.2. obtract may only be amended in writing by the consent of both arises. 2.2
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- parties. The Customer acknowledges that the supply of Goods on credit 9.3 hall not take effect until the Customer has completed a credit application with the Supplier and it has been approved with a 9.4 redit limit established for the account. 2.4
- chart in the support and it has been approved with a 9.4 in the event that the supply of Goods requested exceeds the customer's creating initial ard/or the account access the payment 9.5 terms, the Supplier reserves the right to refuse deliver. In the event first the Supplier requests the payment 9.5 terms, the Supplier requests the route of provide the Services pulsible the Supplier's request to provide the Services pulsible the Supplier's additional labour costs (genaty rates with and/or Public, thortways them the Supplier reserves the right to charge the Customer's additional labour costs (genaty rates with paymer), unless otherwas agrees between the Supplier and the Customer: 2.5 2.6
- Customer. Electronic signatures shall be deemed to be accepted by either 10, party providing that the parties have compiled with Section 9 of 10.1 the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act. 2.7 10.2
- Errors and Omissions The Customer acknowledges and accepts that the Supplier shall, without prejucies, accept ho liability in respect of any alleged or actual errors, and/or orbission(s). (a) resulting from an inadyertent mistake made by the Supplier in the formation and/or administration of this Contract, and/or **3.** 3.1 in the tormation and/or administration of this Contract; and/or contained in/omitted from any literature (hard copy and/or electronic) supplied by the Supplier in respect of the 10.3
- (b) 3.2
- Services. A perior and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or 11, with lause 3.1, and is not attributable to the negligence and/or 11, withium insconduct of the Supplier. The Customer Shall not be 11.1 entitled to treat this Contract as repudated nor render it invalid. 4.1
- Finite to treat the Contact as republicate hit reference in the remain. Change in Control . The Customer shall over the average of passing of owners the off the Customer and/or any other change in the Customer's details 11.2 including but not limited to, changes in the Customer's name, padress, contact profile of the number of the off or the statement and the statement of the statement of the customer's name, padress, contact profile of the number of the off or the statement incurred by the Supplier as a result of the Customer's failure to comply with this calues.
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- incurred by the Supplier as a result of the Customer's failure to comply with the clabse.
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- Goods Unless otherwise agreed in writing, any Goods supplied by the Supplier to the Customer shall be deemed to operate satisfactionly if the Goods operate, in accordance, with the The Customer actionweideder that the ability of the Goods to operate satisfactorily in accordance with their specifications is generate, uson the proper layout and maintenance of the Goods and all parts thereof, proper material control and other farvier: 6.2 12.3
- Sectors and an parts thereon, proper interests control and unter (a) for which the Customer is reconsible; and (b) and are beyond the control of the Customer is supplied to the sector of the control of the Customer is and the Customer is and and thish and dimensions. Nether the Customer is an and thish and dimensions. Nether the Customer is an and the customer is a customer in the contained in any product catalogue, brochure or other promotional or information document in respect of the Costors. 6.3
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- Credit Card Information The Supplier will: (a) keep the Customer's personal details, including credit card details, for only as long as is deemed necessary by the Supplier, not disclose the Customer's credit card details to any third (b)
- party: not unnecessarily disclose any of the Customer's personal information, except is accordance with the Privacy Policy (clause 18) or where required by law. Customer expressly agrees that, if pursuant to this Contract, (c)
- 7.2 (a) (b) (c)
- To any unpaid charges: ) other amounts due and outstanding by the Client; ) any equipment (or any part of them) supplied on loan that 12.4 re Suppler is antilied information of the control of the client is intervocably 12.5 informated creating and the creatic and the creater and the client is intervocably 12.5 informated to complete any documentation and take any action 12.6 any documentation and take any action 12.6 any documentation and take any action 12.6 and the creatic and issuer any and all anomits which 12.6 and the creatic and issuer any and all anomits which 12.6 and the creatic and issuer any and all anomits which 12.6 and the creatic and issuer any and all anomits which 12.6 and the creatic and the creatic and issuer any and all anomits which 12.6 and the creatic and issuer any and all anomits which is the terms of this 12.7 interview. 7.3 The may be Contract.
- Contract and by the determine percent is the terms of the 12.7 Price and Payment Attension of the solution of the Price shall be either. 12.8 (a) so indicated on any invoice provided by the Supplier to the 12.9 (b) the Price solution of the Price Solution of the Supplier Solution of S 8.1
- the Supplier. if a variation to the Supplier's quotation is requested. Variations will be charged for on the basis of the Supplier's quotation, and 8.3

Will be detailed in, writing, and shown as variations on the 13.3 Supplier's involce. The Customer shall be required to respond to any variation solutified by the Suppler within the 100 working drive analysis obtained by the Suppler within the 100 working the variation to the Phrae, Payment for all variations must be made in util at the time of ther competion. As required within the time of ther competion. The tro payment for the Cooks being of the essence, the Price 14.1 which with the price there cooks: (b) or or being diverse to the Cooks: (c) more there believer of the Cooks: (c) thing is possible to the Customer's address of address statement is posted to the Customer's address of address 14.2 (c) the product of the Cooks: (c) the product of the condition of the customer's address of address of the product of the customer's address of address 14.2 (c) the product of the customer's address of address 14.2 (c) the product of the customer's address of address 14.2

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- Delivery of Goods Delivery (Delivery') of the Goods is taken to occur at the time that (a) the Customer or the Customer (b)
- the Customer or the Customer's nominated carrier takes 14.9 possession of the Costo at the Supplier's address, or the Supplier (or the Supplier's nominated carrier) delivers be closed to the Customer's nominated address even if the Customer is not present at the address. Customer is not customer in the customer leerned to be delivery to the Customer for the purposes of this tract. (b)
- is deemed to be delivery to the Customer for the furposes of this A Charac and the customer is a set of the customer for the furposes of the supplier and the first set of the customer is a set of the supplier and the customer is a set of the customer set of the customer and the customer is a set of the supplier and the customer must take Delivery by receipt or the supplier and by the supplier for belivery of the Customer and the customer is unable to the customer because of the customer must take Delivery by receipt or the supplier with othe believer the princip of the customer arranged, then the supplier shall be entitled to charge a arranged, then the supplier shall be childred to charge a customer as a result of belivery period set of the customer exclusioner as a result of belivery period the customer as arranged, then the supplier shall be entitled to charge a the customer as the result of set of the customer as arranged. The result of the set of the customer as arranged. The results are and the set of the customer as arranged. The results are and the set of the customer as arranged. The results are and the set of the customer as arranged. The results are and the set of the customer as arranged. The results are and the set of the customer as areas and the results are and the set of the customer as areas the set of the results are as the set of the customer as areas the set of the results are as the set of the customer as areas the set of the results are as the set of the set of the customer as a set of the set of th 14.10
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- Supplier, the Supplier may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer. (h)
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- Security and Charge In consideration of the Supplier agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, regity or other assets capable of being charged, owned by the Customer either now or in the future, and the Customer organis a security interest mail of its profile outsidered of its optimizations and these terms and conditions (including, but not limited to, the payment of any context).
- 18.3 () distormer indemnifies the Supplier from and against all the er's costs and disbursements including legal costs on a pr and own client basis incurred in exercising the Supplier's under this clause.

Please note that a larger print version of these terms and conditions is available from the Supplier on request. #06473 @ Copyright - EC Credit Control 1999 - 2020

The Customer irrevocably appoints the Supplier and director of the Supplier as the Customer's true and attorney's to perform all necessary acts to give effect provisions of this clause 13 indexiding, but not limited to, any documer to the Customer's behalf.

- Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA) Consumer Act 2010 (CCA): The Customer, must inspect the Goods on Delivery and must a within seven (7) days of Delivery notify the Supplier in writing of 18.5 any evident defetdamage, shortage in quantify, or failure to comply with the description or quate. The Customer must notify any other alleged defet in the Goods as soon as (reasonably possible after any such defect becomes evident (Jon such politization the Customer must allow the Supplier to inspect the
- bothcaton the customer music and music properties of codes, applicable. State, "emitory, and Commonwealth Law, including without limitation the CCA), certain statutory implied quarantees and warranties (including, without limitation the statutory quarantees under the CCA) may be implied into these girms and conditions (More-Excluded Quarantees). Ferms and conditions purports to modify or exclude the Non-Excluded The Scholar advanced the second se

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- Site Site mation about the Customer with those credit providers and related body corporates for the following purposes: to assess an application by the Customer, and/or

to notify other credit providers of a default by the Customer, and/or to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers and/or customer is repaired in target of the status of the status of the provider of the status of the status director to collect overdue payment on configure a consumer director to collect overdue payment on configure a consumer status of the status of the subplier being given a consumer of the status of the subplier being given a consumer to be used and retained by the Subplier both the provision paysing, very status of the provision of Goods; and/or end/or status in retainon to the provision of Goods; processing, of any cavment instructions dired status. notify other credit providers of a default by the Customer (c)

(b) analysing, verifying and/or becking the Customer's credit, paymert and/or status in retaint of the provision of Goods; paymert instructions, direct debit faulties equation of the provision of Coods; and/or cattus in retaint of the provision of Coods; and/or cattus in the customer and/or the supplier may retain of the analysing. The Customer is a Coord and/or cattus in the customer is a CRB for the Global purplex of the customer induced of the customer is a current or compared of the customer is a current or customer is an account of the customer induced of the customer is a current induced of the customer is a current of the

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satisfied with the resolution provided, the Customer can make complaint to the Information Commissioner at www.oaic.gov.au.

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Customer, the Capter hearing team betaintie agained the Service of Notices - number this Contract shall be deemed to have been quere and received - (a) by hearling the notice to the other party, in person; by sending the ty registered cost to the address of the other larger as taged in this Contract. On the address of the other again as taged in the contract, the address of the other again as taged in the contract (if any), on receipt of continnation of the party as taged in this Contract (if any), on receipt of contract of the address of the other party as taged in the contract (if any), on receipt of contract of the party as the other party as the head the sector of the team contract of the party and the time when the the other address. These the contrary is shown, at the time when by the address recurse of post, the noice would have been delivered.

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(iv) any resettlement of the trust property. General Any dispute or difference arising as to the interpretation of these terms and continues or as to any matter arising herein, shall be submitted to, and settled by, medication before, resorting to any coult proceedings by polition, the other party in writing settlem out proceedings by polition, the other party in writing settlem out proceedings by polition ratio to a settlem the other party in writing settlem to the settlem of the other party in writing settlem out proceedings by polition ratio to subsequently end one taking by enter party to entrore any provide the dispute. The preface and the settlem of the particle shall share equally the meritability and the party to entrore any provide the and conditions shall not be readed as a waver or that provision, nor shall it affect that party any thir subsequently enforce that provident in party and the remaining provisions shall not be affected, proceeding and conditions and provide the settlem by and enforceability of the remaining provisions shall not be affected, proceed has a settlem to business, and are subject to the jurnishing of the counts in Sydney. New South Sumptin the Suppler has its principar labec of business, and are subject to the jurnishing of the counts in Sydney. New South Sumes that particle settlem the counts in Sydney. New South Sumes that preventing end the Summer settlem the settlem the settlem subject to the jurnishing of the counts in Sydney. New South Sumes that are 14 the Summer settlem the settlem to the south and and and the south settlem to the south settlem settlement and and the souther settlement and and the south settlement and the south settlement and and the south settlement and and the south settlement and and the south settleme

Subject to the production of the course in Sydney, new Souri Subject to clause 14, the Supplier shall be under no liability whatsoever to the Customer for any indirect, and/or consequential (ses and/or expense (including loss) of profit suffered by the Customer ansing out of a breach by the Supplier of these terms and conditions (falteralitive) the Supplier sidability shall be immed to planages which under no circuitistances shall and/or obligations under this Contract without the Customer's conserved.

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