proceeds without the need for any person dealing with MAUS to make further

"Price" means the Price payable for the Goods as agreed between MAUS and

"MAUS" means Magnum Australia Pty Ltd, its successors and assigns or any

"Goods" means all Goods or Services supplied by MAUS to the Client at the

Title To Goods

Delivery of Goods/Equipment

Unless otherwise stated the Price does not include GST. In addition to the Price

set off of any other amounts, at the same time and on the same basis as the

Client pays the Price. In addition the Client must pay any other taxes and duties

Time for payment for the Goods/Equipment being of the essence, the Price will

(b) on delivery of the Goods/Equipment; or

(c) thirty (30) days following the end of the month in which a statement is

pay or deliver the proceeds to MAUS on demand.

If any of the Goods are damaged or destroyed following delivery but prior to

the Client has paid MAUS all amounts owing to MAUS; and

the Client irrevocably authorises MAUS to enter any premises where

MAUS’ current price list; or

(b) the Client waives their rights as a grantor and/or a debtor under sections 142

and 143 of the PPSA.

The Client waives their rights as a grantor and/or a debtor under sections 142

and 143 of the PPSA.

The Client understands that the information exchanged can include anything

that debt collection action has been started;

(b) advice of any overdue accounts, loan repayments, and/or any outstanding

(b) advice that cheques drawn by the Client for one hundred dollars ($100) or

(b) that credit provided to the Client by MAUS has been paid or otherwise

Unpaid MAUS’ Rights

The Client agrees that MAUS may (at no cost) use for the purposes of

the Client to a credit reporting agency for the following purposes:

(a) to obtain a consumer credit report about the Client;

(b) to provide information about the Client’s creditworthiness, credit standing, credit

history or credit facilities available to the Client; and

(c) to provide information about the Client’s credit account, where the Client is in default

with other credit providers; and

(c) to the extent that credit providers are allowed to exchange under the Privacy


6.4 MAUS shall be under no liability to the Client for any loss or damage (whether

direct or indirect) caused by the Client’s non-payment or delay in payment.

6.5 MAUS shall be entitled to charge interest on any overdue amounts, at a rate

of (2.5%) per calendar month (and at MAUS’ sole discretion such interest shall

be applied to the security agreement created by these terms and conditions.

(b) in respect of any such interest calculated under paragraphs (a) and (c) the Client

(b) MAUS has agreed that the Goods are defective; and

(b) MAUS has agreed that the Goods are defective; and

(c) there is any defect with the Goods other than in the ordinary course of business and for market value. If

(c) MAUS’ exclusive right to a replacement or refund of the Goods is limited to the extent permitted by section 64A of Schedule 2.

10.3 The Client agrees to MAUS supplying the Goods/Equipment on and within thirty

(30) days of MAUS making a change to these terms and conditions, then that change

will take effect from the date on which MAUS notifies the Client of such

change.