

ACC NAME				
ACC No.	BM APPROVAL	REP ALLOCATION	DISC.	<input type="checkbox"/> 30 DAY ACCOUNT <input type="checkbox"/> CASH ACCOUNT

APPLICATION FORM

30 DAY COMMERCIAL CREDIT ACCOUNT

A Ness Corporation 30 Day Commercial Credit Account grants the approved applicant a 30 day trade account. Accounts are payable in full 30 days from the date of statement. The applicant must sign a personal guarantee, (Part 5). Applications are approved at the sole discretion of Ness Corporation.

Sole Traders and Partnerships

Parts 1, 3, 4 & 5 to be completed.

Companies and Trusts

Parts 2, 3, 4 & 5 to be completed.

TRADE CASH ACCOUNT

A Ness Corporation Trade Cash Account has all the benefits of a Ness commercial credit account but does not permit the account to trade in arrears (the account must be paid prior to goods delivery or at the time of goods pickup). This application does not require you to sign a personal guarantee. Applications are approved at the sole discretion of Ness Corporation..

Sole Traders and Partnerships

Parts 1, 3, 4 to be completed.

Companies and Trusts

Parts 2, 3, 4 to be completed.

Please return the original signed forms in hardcopy to your local Ness branch:

NSW:	Unit 4 / 167 Prospect Highway, Seven Hills NSW 2147
VIC:	Unit 4 / 56 Norcal Rd Nunawading VIC 3131
QLD:	Unit 3, 471 Lytton Road, Morningside QLD 4170
WA:	Unit 1, 567 Newcastle Street, West Perth WA 6005
SA:	Unit 1 / 22 Ware St Thebarton SA 5031



Innovative Electronic Solutions

www.ness.com.au



Divisions



SMARTLINK International

NESS TRONICS



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Head Office.
Private Bag 23 Seven Hills NSW 1730 Australia
Ph +61 2 8825 9222 Fax +61 2 9838 8508 Email: ness@ness.com.au

www.ness.com.au



NSW Head Office only

SYDNEY
4 / 167 Prospect Hwy
Seven Hills NSW 2147
Ph 02 8825 9222
Fax 02 9674 2520
sales@ness.com.au

MELBOURNE
Unit 4 / 56 Norcal Rd
Nunawading VIC 3131
Ph 03 9875 6400
Fax 03 9875 6422
nessmelb@ness.com.au

BRISBANE
Unit 3 / 471 Lytton Rd
Morningside QLD 4170
Ph 07 3399 4910
Fax 07 3217 9711
nessbris@ness.com.au

ADELAIDE
Unit 1 / 22 Ware St
Thebarton SA 5031
Ph 08 8152 0000
Fax 08 8152 0100
adelaide@ness.com.au

PERTH
Unit 1 / 567 Newcastle St
West Perth WA 6005
Ph 08 9328 2511
Fax 08 9227 7073
nessper@ness.com.au

PART 1. FOR SOLE TRADERS / PARTNERSHIPS

PRINCIPALS (Please attach a list for additional names)

1.	Surname	First Name/s		
	Home address	State	Postcode	
	Home Telephone ()	Mobile Telephone		
	Email			
2.	Surname	First Name/s		
	Home address	State	Postcode	
	Home Telephone ()	Mobile Telephone		
	Email			
	TRADING AS			ABN
	Business address	State	Postcode	
	Postal address	State	Postcode	
	Business Telephone ()	Business Fax ()		
	Primary Business Email			
	Contact Name for Purchasing	Purchasing Email		

PART 2. FOR COMPANIES / TRUSTS

COMPANY NAME	ABN		
TRADING AS			
Business address	State	Postcode	
Postal address	State	Postcode	
Business Telephone ()	Business Fax ()		
Primary Business Email			
Contact Name for Purchasing	Purchasing Email		

DIRECTORS (Please attach a list for additional names)

1.	Surname	First Name/s		
	Home address	State	Postcode	
	Home Telephone ()	Mobile Telephone		
	Email			
2.	Surname	First Name/s		
	Home address	State	Postcode	
	Home Telephone ()	Mobile Telephone		
	Email			

PART 3. FOR ALL APPLICANTS

Date business commenced	Security licence number	Premises	<input type="checkbox"/> Owned	<input type="checkbox"/> Mortgaged	<input type="checkbox"/> Rented/Leased
Typical order value forecast \$	Monthly credit required \$				
Main line of business					
Contact name for Accounts	Accounts Telephone ()				
Email address for Invoices & Statements	<input type="checkbox"/> Deliver my Invoices & Statements by email				

TRADE REFERENCES

1.	Company name	Telephone ()
2.	Company name	Telephone ()
3.	Company name	Telephone ()
4.	Company name	Telephone ()

IN CONSIDERATION OF Ness Corporation Pty Ltd ABN 28 069 984 372, (hereinafter referred to as "the Company") providing commercial credit facilities to the party completing the application (hereinafter referred to as "the Customer") annexed to these conditions:-

- (i) The Customer acknowledges and agrees that the following applies to and forms part of any contract for the supply of Goods and / or Services by the Company and that these General Terms and Conditions take precedence over any terms and conditions which may be contained in any document provided by the Customer. Any request from the Customer to the Company for the supply of Goods and / or Services shall constitute acceptance of these general terms and conditions.
- (ii) The Customer hereby charges in favor of the Company all its estate and interest in any land and in any other assets, whether tangible or intangible, freehold or leasehold, in which it now has any legal or beneficial interest or in which it later acquires any such interest with payment of all monies owed by the Customer and consents to the lodging by the Company of a caveat or caveats which note its interest in or over any such land or other caveatable property;
- (iii) The Customer acknowledges that where the Customer consists of more than one party or entity, liability shall be joint and several.

TERMS
These terms and conditions, including any Credit Limits set by the Company, are effective from the date of acceptance by the Customer and may be amended or superseded from time to time by notice given by the Company by any means. Unless or except specifically excluded herein, the Company and the Customer retain any rights and remedies available to them in any prior or pre-existing agreement. "Collateral" and/or "Goods" shall mean all goods and/or services supplied by the Company to the Customer, or ordered by the Customer but not yet supplied, and includes goods described on any quotation, invoice, purchase order or any other document including any recommendations and advice and over which the Company may intend to register a Security Interest. "Price" shall mean the cost of the Collateral as referred to in the Company's price lists, invoices, prepared quotes and / or specific arrangements and shall be subject to change from time to time without notice.

1. JURISDICTION

- a. This agreement shall be construed in accordance with laws of the State of New South Wales and, where applicable, The Commonwealth of Australia and the Customer submits to the non-exclusive jurisdiction of the courts of New South Wales.
 - b. The Company shall have exclusive right to nominate the Court in which any legal action is to be commenced and conducted.
- 2. PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)**
- a. The Customer grants and the Company may register on the Personal Property Securities Register, a security interest in all and any sale of Collateral under this agreement, including but not limited to intellectual property and all other present or after-acquired property.
 - b. The Customer warrants that all purchases under this agreement are for commercial purposes only and, accordingly, the provisions of the Consumer Credit Act will not apply.
 - c. The Customer and the Company agree to contract-out of the PPSA in accordance with section 115 of the PPSA to the extent that the section applies for the benefit of, and does not impose a burden on, the Company. The Customer waives its right to receive a copy of any Financing Statement or any Financing Change Statement registered by the Company in respect of the security interest created by these terms and conditions.
 - d. The Customer agrees to execute any documents, provide all relevant information and co-operate fully with the Company to ensure that the Company has a perfected security interest in the personal property charged and, if applicable, a Purchase Money Security Interest (PMSI).
 - e. The Customer agrees to notify the Company of any change in the Customer's structure or management including any sale or disposition of any part of the business of the Customer, any change in directorships, shareholders or management or change in partnership or trusteeship 7 days prior to any such change taking effect.
 - f. The Customer agrees that, until all monies owing to the Company are paid in full, it shall not sell or grant any other Security Interest in the Collateral.
 - g. The Customer agrees to reimburse the Company for all costs and/or expenses incurred or payable by the Company in relation to registering, maintaining or releasing any financing statement or any other document in respect of any security interest under this agreement.

3. THE COMPETITION & CONSUMER ACT 2010

- a. The warranties, rights and remedies of the Customer as outlined in the Competition & Consumer Act 2010 are not intended to be compromised as a result of anything contained in these terms and conditions, except to the degree permitted by the Act.

4. PAYMENT TERMS

- a. At the Company's sole discretion, a deposit may be required prior to any supply.
- b. Credit Account Customers are required to pay all amounts for purchases, in full and with no deduction or set-off, no more than 30 days from the end of the month during which any given purchase is made.
- c. In the event of a dispute, the complete undisputed portion of the account must be paid in accordance with the Payment Terms.
- d. Should it be considered necessary by the Company to incur legal and/or any other expenses, including any such expenses to any debt collection agency, in obtaining, or attempting to obtain, payment for any amount due by the Customer, the Customer shall be liable for all such expenses. The Customer acknowledges that those expenses may be calculated on a commission basis at a percentage rate of up to 25% of the amount due and expressly agrees to pay those expenses irrespective of the amount of work actually performed by the agency.
- e. Amounts received by the Company may be applied first against interest, charges and expenses.
- f. Interest on overdue amounts may be charged at a rate of 1.50 % per calendar month or part thereof and the Customer shall be liable for, and expressly undertakes to pay, all such interest.
- g. Any payment made by or on behalf of a Customer which is later avoided by the application of any Statutory Provision shall be deemed not to discharge the Customer's indebtedness and, in such an event, the parties are to be restored to rights which each respectively would have had if the payment had not been made.
- h. The Customer shall be liable for, and expressly undertakes to pay, all fees (including an Administration Fee in an amount to be set from time to time by the Company) for all costs incurred as a result of any cheque or electronic banking transaction being dishonoured for whatever reason.

5. DELIVERY

- a. The Company shall not be liable for any loss or damage, including consequential loss or damage, arising from delay in delivery or failure to deliver Collateral, either whole or in part, due to circumstances beyond its control.
- b. The Company's obligation to deliver shall be discharged on arrival of the Collateral at the Customer's nominated delivery destination or nominated agent or carrier. If the Customer is unable or unwilling to accept physical delivery of the Collateral when the Collateral is ready for delivery, the Company shall be entitled to charge a fee for any delay suffered, or to arrange for storage of the Collateral at the risk and cost of the Customer including all transportation, storage and other consequential costs.
- c. If the Company does not receive forwarding instructions sufficient to enable it to despatch the Collateral within 14 days of notification that they are ready the Purchaser shall be deemed to have taken delivery of the Collateral and the terms of payment shall apply from such date.
- d. The Company reserves the right to deliver by instalments. If delivery is made by instalments the customer shall not be entitled:
 - (i) to terminate or cancel the contract; or
 - (ii) to any loss or damage howsoever arising for failure by the Company to deliver any instalments on or before the quoted date.

6. DEFECTS

- a. The Customer shall inspect the Collateral upon delivery and will, within 48 hours, notify the Company of any defects, short deliveries or any failure to fulfil any quotation or order.
- b. The Customer will, within a reasonable time following delivery, grant the Company access to the Collateral in order to inspect for any alleged defects.
- c. Should the Customer fail to notify the Company within the specified period then the Collateral shall be deemed to be in compliance with the order and free from any defect whatsoever.

7. WARRANTY

- a. The Company warrants that Collateral supplied shall be of merchantable quality.
- b. The Company does not warrant that any Collateral is fit for a particular purpose and, except or unless otherwise stated herein, warranties relating to title, defects or conformity of the Collateral are expressly excluded.
- c. The Collateral shall have the benefit of the Company's product warranty as detailed on the Company's web site.
- d. The Collateral comes with guarantees that cannot be excluded under the Australian Consumer Law. The customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss and damage. The customer is also entitled to have the Collateral repaired or replaced if the Collateral fails to be of acceptable quality and the failure does not amount to a major failure.

8. RETENTION OF TITLE

- a. Title in all the Collateral supplied shall remain vested in the Company and shall not pass to the Customer until all monies owing to the Company by the Customer together with all collection, repossession and / or legal costs incurred, have been paid in full. Until title passes to the Customer, the Customer acknowledges that these conditions create, in the Company's favour, a PPSA purchase money security interest in the Collateral and any proceeds of their sale.
- b. The Company shall retain an equitable interest in the Collateral, whether separate or co-mingled or accessioned, which shall be stored in such a manner as to be clearly identifiable as the property of the Company, until title has passed to the Customer and further, upon re-sale of the Collateral by the Customer, the Company shall have the right to trace any proceeds of sale to the extent that they relate to its Collateral which are incorporated.
- c. If payment has not been received, the Customer will transfer to the Company all of its rights in respect of the sale price.
- d. The Company may demand at any time until title has passed to the Customer that the Customer returns the Collateral or any part of them.
- e. In the event that the Customer defaults in the payment of any monies owing, the Company and its employees or agents shall have the right to enter without notice upon the Customer's premises or any other premises where the Collateral is known to be stored to repossess the Collateral and for this purpose the Customer shall grant reasonable access rights and the Company, its employees or agents shall be entitled to do all things required to secure repossession.

9. RISK

- a. Notwithstanding Retention of Title provisions as per clause 8 hereof, the risk in Collateral purchased shall pass to the Customer upon delivery to the Customer or its agent or a carrier nominated by the Customer.
- b. If any of the Collateral is damaged or destroyed prior to the title passing to the Customer, the Company is entitled, without affecting any other rights and remedies under any agreement, to any insurance proceeds payable for the Collateral.

10. CANCELLATION

- a. The Company may cancel the delivery of Collateral at any time before delivery by giving notice to the Customer by any means.
- b. The Company shall not be liable for any loss or damage, including any consequential loss or damage, arising from such cancellation.
- c. The Customer may cancel the delivery of Collateral at any time before delivery by giving notice to the Company by any means.
- d. In the event that the Customer cancels delivery of Collateral, the Customer shall be liable for any costs incurred by the Company up to the time of the cancellation including, but not limited to, any re-stocking fees incurred by the Company.

11. LIMITATION OF LIABILITY

- a. The liability of the Company to the Customer for any reason related to the performance of Goods under this agreement shall be limited to the replacement or repair of the Goods or the amount paid or payable by the Customer in respect of the particular Goods.
- b. Where the customer is not a consumer for the purpose of the Australian Consumer Law and except where conditions, warranties and rights implied by the Competition and Consumer Act 2010 (the Act) cannot be excluded and subject always thereto, representations, promises, statements, warranties and conditions regarding any Collateral or services supplied by or on behalf of the Company are expressly excluded. The Company shall not be liable for any loss or damage whatsoever and however arising whether direct, indirect or consequential or in respect of any claim, whenever and however made, for any loss or damage, deterioration, deficiency or other fault or harm in the goods manufactured, work executed or services provided by or on behalf of or in any arrangement with the Company or occasioned to the Customer or any third or other party or to his or their property or interest and whether or not due to the negligence of the Company its servants or agents.
- c. The Company shall not be liable in any circumstances for any:
 - (i) defects or damage caused in whole or in part by misuse, abuse, neglect, electrical or other overload, non-suitable lubricant, improper installation repair or alteration (other than by the Company) or accident;
 - (ii) any transport installation removal labour or other costs;
 - (iii) Collateral not manufactured by it however the Company will endeavour to pass on to the Customer the benefit of any claim made by the Company and accepted by the manufacturer of such Collateral under a warranty given by the manufacturer provided that nothing contained in this subparagraph shall limit the rights of the Customer to proceed against the Company pursuant to the Act;
 - (iv) technical advice or assistance given or rendered by it to the Customer whether or not in connection with the manufacture construction or supply of the Collateral for or to the Customer provided always that the Company has rendered such services with the care and skill and that any materials supplied in connection with those service are reasonable for the purpose for which they are supplied.

12. WAIVER

Failure by the Company to insist upon strict performance of any term or condition hereof shall not be deemed a waiver thereof or of any rights which the Company may have and shall not and nor shall any express waiver be deemed to be a waiver of any subsequent breach of any term or condition.

13. INSOLVENCY & DEFAULT

If:

- (a) the Customer makes default in payment due hereunder;
 - (b) a resolution is passed or proposed or a petition is presented or an application filed for the winding up of the Customer;
 - (c) a receiver or receiver and manager is appointed of the property or any part of the property of the Customer;
 - (d) the Customer makes or proposes to make any arrangement with the Creditors;
 - (e) the Customer is placed under official management;
 - (f) execution is levied upon the assets of the Purchaser for an amount in excess of \$1,000.00 and is not within seven days satisfied,
- then and in any such event the Company may at its option withhold further deliveries or cancel the contract without prejudice to its rights hereunder.

14. QUOTATIONS

All quotations, customer assistance, advice, suggestions and support provided by the Company or its staff, by way of discussion, drawings or on site, at the invitation or request by a customer of the Company in respect to product suitability, performance, application, service or warranty, is provided only in relation to NESS products. The Company is not responsible for the suitability or operation of products not supplied or approved by the Company.

Any quotations provided by the Company are based on information provided by the Customer and no responsibility will be taken by the Company as to the suitability of the quoted products for the intended purpose. The Customer is responsible for making individual assessments and verifying that any product quoted is suitable and fit for purpose.

The Customer acknowledges that in providing customer assistance, advice, suggestions or support the Company or its staff are not acting as Security Consultants, Advisors or Installers. The Customer accepts that it has a responsibility to be appropriately licensed in the respective state or territory in which it operates and be sufficiently trained and competent in product installation, programming and maintenance thereof.

15. GENERAL

- a. The Company accepts no responsibility for changes in any law which may affect supply.
- b. Neither the Company nor the Customer shall be liable for any breach of any provision of any contract between them arising from an act of their respective God, natural disaster, terrorism, war or any other, specified or un-specified, occurrence beyond the control of either party.
- c. The invalidity or unenforceability of any provision of these General Terms and Conditions shall not affect the validity or enforceability of the remaining provisions.
- d. The Customer acknowledges that all purchases are made relying solely upon the Customer's own skill and judgment.

The Company is committed to protecting your privacy. Its policy is to comply with the National Privacy Principles for the handling of personal information as set out in the Privacy Act, 1988. In accordance with those principles, and with the Company's Privacy Policy, persons will be given access to their personal information upon request. The Company uses the types of personal information collected, to enable it to supply customers with its products and services and for assessing Applications for Commercial Credit, managing accounts and, if necessary, assessing its risk in, and collecting debts. This information may be disclosed to the Company's associated or related entities, parties related to the Customer's employment (e.g. referees and others as set out in the Privacy Policy) contractors, other credit providers, whether or not an account is overdue and, if necessary, its risk insurers, debt collectors and credit reporting agencies. If all or part of the information requested is not provided, the Company may not be able to consider any application or to provide credit facilities. Customers who have any concerns about the Privacy Policy are requested to direct them to The General Manager, Ness Corporation, 4/167 Prospect Highway, Seven Hills, NSW, 2147.

I/We acknowledge and give consent that the Company may make enquiries as to the credit and financial situation of me or any of us and further consent to the use of any information obtained as a result of those enquiries, including information disclosed in the Credit Application, as the Company reasonably sees fit from time to time, for purposes including but not limited to;

- passing the information on to a credit reporting agency,
- passing the information on to a debt collector,
- obtaining further personal information, including consumer and/or commercial credit information, relating to me or any of us from another body for any use reasonably connected with provision of credit or the collection of debt subject to the provisions of the Privacy Act 1988.
- further, that the consent hereby given shall remain in force until all monies owing have been paid in full and the Customer no longer has an open account with the Company.

I/We have read and understood this document and have been advised, and given opportunity, to seek independent legal advice.

I/We warrant by signature/s below that the information given in support of this application is true and correct.

In the event that the Customer is an incorporated entity, the person/s signing this agreement warrants that they are authorised to sign on behalf of the Customer and to bind the Customer in contract.

Signature 1	Print Name	Title	Date
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Signature 2	Print Name	Title	Date
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Signature 3	Print Name	Title	Date
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IN CONSIDERATION OF Ness Corporation Pty Ltd ABN 28 069 984 372, (hereinafter referred to as ‘the Company’) granting the Customer, as named in the Credit Application & Security Agreement and which forms a part of this document, trade credit, I/WE GUARANTEE payment to the Company of all monies and performance of all obligations including any past, present and future indebtedness or obligation by the Customer or any of us arising from any past, present or future dealing with the Company.

I/WE HEREBY AGREE & ACKNOWLEDGE:

- That this is a continuing guarantee and,
- To indemnify the Company against all loss or damage arising from any past, present or future dealing with the Customer or any of us; and
- That our liability under this guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by the Company or any grant to any of the guarantors of a release whether in whole or in part from any obligation contained in or implied by this guarantee and indemnity and,
- That our liability under this guarantee shall not be affected, waived or discharged by the Customer entering into a Deed of Company Arrangement (DOCA) or by the Company voting in favour of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA and,
- That this guarantee becomes binding on such of us that sign this guarantee irrespective of whether or not all intended signatories execute this guarantee and,
- That the Company is entitled to recover against a Guarantor without having first made demand or taken steps to recover against the Customer or any other Guarantor and,
- That this guarantee may not be unilaterally revoked by us and remains in force until such time as we receive written confirmation from the Company that we are released from our obligations and liabilities under this guarantee; and
- That any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid and,
- That I/we indemnify the Company against losses or costs that it may suffer as a result of disgorging monies to a liquidator of the Customer and,
- That I/we sign in both our personal capacity and as Trustee of every Trust of which I/we are Trustee and/or a beneficiary and,
- To notify the Company of any change in the Customer’s structure or management including any sale or disposition of any part of the business of the Customer, any change in directorships, shareholders or management or change in partnership or trusteeship 7 days prior to any such change taking effect; and
- To grant, and that the company may register on the Personal Property Securities Register, a security interest in the form of a Purchase Money Security Interest in this guarantee and that such security interest shall include all present and after-acquired property; and
- I/We agree to reimburse the Company for any costs and/or expenses incurred or payable by the Company in relation to registering, maintaining or releasing any financial statement or any other document in respect of any security interest under this agreement.

I/WE HEREBY CHARGE in the Company’s favour all our estate and interest in any land and in any other assets, whether tangible or intangible, freehold or leasehold, in which we now have any legal or beneficial interest or in which we later acquire any such interest, with payment of all monies owed by the Customer or any of us and consent to the lodging by the Company of a caveat or caveats which note the Company’s interest in or over any such land or other caveatable property.

I/WE FURTHER AGREE that this agreement shall be governed by and construed in accordance with the laws of the State of New South Wales and, where applicable, the Commonwealth of Australia, and I/WE submit to the non-exclusive jurisdiction of the courts of New South Wales.
Notice of Disclosure of Your Credit Information to a Credit Reporting Agency

I/We acknowledge and give consent that the Company may make enquiries as to the credit and financial situation of any of us and further consent to the use of any information obtained as a result of those enquiries, including information disclosed in the Credit Application, as the Company reasonably sees fit from time to time, including but not limited to;

- passing the information on to a credit reporting agency
- passing the information on to a debt collector
- obtaining further personal information relating to any of us from another body for any use reasonably connected with provision of credit or the collection of debt subject to the provisions of the Privacy Act 1988.
- that the consent hereby given shall remain in force until all monies owing have been paid in full and the Customer no longer has an open account with the Company.

GENERAL:

- “I” and “We” and “us” means each of the Guarantors jointly and severally.
- The invalidity or unenforceability of any provision of this Guarantee and Indemnity shall not affect the validity or enforceability of the remaining provisions.
- Clerical errors are subject to correction and do not bind the Company.

Signature Guarantor 1	Guarantor Print Name	Date
Witness Signature	Witness Print Name	Date

Signature Guarantor 2	Guarantor Print Name	Date
Witness Signature	Witness Print Name	Date

Signature Guarantor 3	Guarantor Print Name	Date
Witness Signature	Witness Print Name	Date

Ness Corporation Pty Ltd ABN 28 069 984 372, (hereinafter referred to as ‘the Company’) is committed to customer service and this includes protecting your privacy. From 21 December 2001 it is bound by amendments to the Commonwealth Privacy Act 1988, setting out principles concerning the protection of your personal information.

Following is the information that the Privacy Act requires us to bring to the attention of commercial customers.

Your Personal Information

If you choose not to provide personal information, we may not be able to provide you with credit account facilities.

Personal information may include:

- Name, address, driver’s license number and date of birth;
- The fact that you have applied for credit and the amount of credit applied for;
- The fact that the Company is a current credit provider to you;
- Details of payments overdue more than 60 days and for which collection action has commenced;
- Advice that payments are no longer overdue;
- Details of cheques drawn by you or electronic banking transactions, which have been dishonoured more than once;
- In specified circumstances advice that in the opinion of the Company you have committed a serious credit infringement;
- Advice that credit provided to you by the Company has been paid or discharged.

Personal information is gathered in many ways including, but not limited to:

- Directly from you e.g. when you complete a Credit Application Form;
- From the public domain;
- From third parties such as our related companies, your own representatives (lawyers, accountants etc.) and reporting agencies.

This information may then be used by us to:

- To establish, administer and manage a trading account including billing and collecting debts;
- Carry out appropriate checks for credit-worthiness and for fraud.

For the purposes as set out above we may disclose your personal information to organisations outside **the Company** including:

- Your own representatives (lawyers, accountants, insurers etc.);
- Credit reporting and fraud checking agents;
- Other credit providers for credit related purposes such as checking credit-worthiness, credit rating and financing;
- Our own professional advisers such as lawyers, debt collection services, auditors and accountants;
- Our related entities;
- Government or other authorities as required or authorised by law.

Right to Access

You have a right to access your personal information, subject to some exceptions allowed by law.

For security reasons we ask that such requests be made in writing addressed to The General Manager, Ness Corporation, 4/167 Prospect Highway, Seven Hills, NSW, 2147.

Data Security

The Company guarantees the storage and use of personal information will be undertaken in a secure manner that protects personal privacy.

While **the Company** takes all reasonable steps to ensure that the personal information we collect, use and disclose is accurate, complete and up-to-date, the accuracy of that information depends to a large extent on the information you provide.

We recommend that you advise us if there are any errors in your personal information and keep us up-to-date with any changes.

This Ness Corporation product warranty offers the customer peace of mind and protection and is in addition to other rights and remedies of the consumer under a law relating to goods of the type covered by this warranty.

Unless otherwise specified, the warranty period against defects for products manufactured or supplied by Ness Corporation shall be two years from the date of purchase.

To make a warranty claim, the product should be returned to Ness Corporation as per the details below. The product must be returned with the installer's fault report clearly stating the company name and contact details of the purchaser, the date of purchase, product serial number/s (if any), the original invoice number and a detailed fault description.

The product can be returned in person, by mail or by courier at the customer's expense. Ness Corporation will not be liable for the cost of removal, re-installation or transportation.

Products deemed faulty will be repaired or replaced at Ness Corporation's discretion free of charge but no responsibility is accepted for products subjected to misuse nor is responsibility accepted for consequential costs. A specific exception to our product warranty relates to damage caused by lightning strike or power surge to equipment connected directly to phone lines. Repair or replacement charges will apply in respect of such damage.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

The complete Ness Corporation Terms and Conditions statement is printed in the Ness Commercial Credit account Application and is also published on the Ness Corporation web site.



GENERAL products

Returns should be marked attention to Service Department, Ness Corporation
Unit 4 / 167 Prospect Hwy Seven Hills NSW 2147 Australia
General service enquiries to Ph: 1300 551 991 Fax: 02 9674 2683 Email: repairs@ness.com.au



APCS products

Returns should be marked attention to APCS Division, Ness Corporation
Unit 4 / 167 Prospect Hwy Seven Hills NSW 2147 Australia
APCS service enquiries to Ph: 02 8825 9295 Fax: 02 8825 9290 Email: sales@apcs.net.au



iCENTRAL & VALET products

Returns should be marked attention to iCENTRAL Division, Ness Corporation
Unit 4 / 167 Prospect Hwy Seven Hills NSW 2147 Australia
iCentral service enquiries to Ph: 02 8825 9222 Fax: 02 9838 8685 Email: sales@icentralsystems.com.au

**SMARTLINK
International**

SMARTLINK products

Returns should be marked attention to SMARTLINK Division, Ness Corporation
Unit 4 / 56 Norcal Road Nunawading VIC 3131 Australia
Smartlink service enquiries to Ph: 03 9875 6400 Fax: 03 9875 6422 Email: smartlink@ness.com.au



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