MIRAGE DOORS

MIRAGE DOORS NSW

ABN: 60 001 028 691

50 ORCHARDLEIGH STREET
YENNORA NSW 2161
AUSTRALIA

PO BOX 294
FAIRFIELD NSW 1860

PH: 02 8707 5200
FAX: 02 8707 5290

CREDIT APPLICATION

(Application for Credit with Mirage Doors NSW)

Entity Type: ☐ **Company** ☐ **Partnership** ☐ **Trust** ☐ **Other**

Company/Trustee Name: _____

Trading Name: _____

ABN: _____

Registered Office: _____

Street Address: _____

Postal Address: _____

Delivery Address: _____

Phone: _____ **Fax:** _____

Web Site: **www.** _____

Names and Addresses of Directors/Partners/Owners:
(If more than four, please attach list)

Name	Address
1	
2	
3	
4	

Intial _____

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Information required for Financial Assessment

(Failure to provide this information may result in credit being declined)

A. ***Contact Information:***

Financial Accountant: _____ Phone No: _____

Accounts Payable Contact: _____ Phone No: _____

E-Mail Address: _____

B. ***Trade References:***

Entity	Contact Name	Phone Number	Fax Number
1.			
2.			
3.			
4.			

C. ***Bank Details:***

Bank Name: _____

Branch: _____

Contact: _____

Does the company run an overdraft? ☐ Y ☐ N Limit $_____

D. ***Company Profile:***

Date of incorporation and Commencement: _____ / _____

Paid up Capital: $_____

Net Assets: $_____

Ultimate Holding Company: _____

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Financial Information

(Failure to provide this information may result in credit being declined)

	Last Financial Year	Forecast Year
Annual Turn-over		
Pre-Tax Profit		
Current Assets		
Current Liabilities		
Non Current Assets		
Non Current Liabilities		
Trade Debtors		
Trade Creditors		
Stock and WIP		

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E: ***Terms and Conditions:***

Terms and Conditions of Sale are as per Pages 9-13

I hereby declare that I am duly authorised to sign this Credit Application on behalf of the Entity

_____	_____
Signature	*Signature*
_____	_____
Name	*Name*
_____	_____
Position	*Position*
_____	_____
Date	*Date*

Company Stamp

***Note: If the Applicant is a:**

Company – All Directors must sign (please copy this page if more than two (2) Directors)
Partnership – All Partners must sign (please copy this page if more than two (2) Partners)
Trust – A copy of the trust deed is to be provided and Trustee must sign
Corporate Trustee – All Directors must sign.

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F: Terms and Conditions - Sub-Contract Agreements

Where there is a sub-contract agreement in place and a conflict between these terms and conditions of sale exists, the following disclaimer is required:

> *We refer to our terms and conditions of credit application and note that if a sub-contract agreement is in place between the parties, this will over-ride the terms and conditions of sale where applicable; however, we acknowledge our right to negotiate terms of the sub-contract where a conflict arises.*

_____	_____
Signature	*Signature*
_____	_____
Name	*Name*
_____	_____
Position	*Position*
_____	_____
Date	*Date*

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Privacy Acknowledgment

The Applicant must, where the Applicant is/are natural person(s), complete the Privacy Act authorisation set out below. Where the Applicant is a company, the director(s) of the Applicant must complete the Privacy Act authorisation set out below.

Authority to seek credit information

I/We agree that for the purposes of the Privacy Act (as amended) and for the purpose of the Seller assessing the Applicant's application for credit which is provided to the Applicant, the Seller may obtain:

- Information relating to my/our commercial activities or commercial credit worthiness
- A credit report; and/or
- Personal information from any credit reporting agency or any financial institution or credit provider whose name appears in any credit report supplied to the Seller or whose name is given to the Seller by me/us.

Authority to disclose information

I/We agree that the Seller may disclose to, or discuss with, any credit provider, any credit reporting agency, any prospective guarantor and any person or body agreeing or considering whether to agree to be liable for any credit to be made available by the Seller to the Applicant, any Information maintained or in possession of the Seller relating to my/our application for or the administration of the credit.

Declaration

I/We authorise the Seller to obtain and use personal information about me/us in accordance with the Privacy Act (as amended) and acknowledge that the authorisations contained in this document will continue to remain in full force and effect until all credit facilities cease to be made available.

_____	_____
Signature	*Signature*
_____	_____
Name	*Name*
_____	_____
Position	*Position*
_____	_____
Date	*Date*

Initial _____

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Guarantee and Indemnity

Where the Applicant is a company, or where the applicant is a Corporate Trustee; the person (or persons) signing this application on behalf of the Applicant, or in the case of a Trust, where the person signing is the Trustee; ("the Guarantors") jointly and severally (in the case of more than one person signing this application on behalf of the Applicant) guarantee the payment of all debts and monetary liabilities of the Applicant which may from time to time be owing by the Applicant to the Seller ("Debt") and undertake if the Applicant is late in paying any part of the debt to pay the full amount of the Debt on demand by the Seller. The Guarantors jointly and severally indemnify the Seller as a separate and principal obligation against any loss suffered or incurred by the Seller in respect of the Debt and must pay to the Seller on demand an amount equal to such loss. Further the Guarantors, for the purpose of securing any credit facilities provided to the Applicant charge all real and personal property owned by them, for an amount equal to any amount that the Applicant owes the Seller from time to time under the credit facility or otherwise and will execute any necessary documents for this purpose. The obligation of the Guarantors under this indemnity are principal and continuing obligations and are not released, discharged or otherwise affected by any variation of the terms upon which products are supplied by the Seller and paid for by the Applicant or any other act, omission, matter or thing whatsoever. The Seller may assign its rights under this application and, in particular, this guarantee and indemnity provision, without the prior consent or knowledge of the Guarantors. In this event, this Guarantee and indemnity will remain in full force and effect in relation to indebtedness incurred by the Applicant to the Seller (or its assignee) both before and after the date of that assignment. A reference to Seller in this paragraph includes its assignee or successor.

Dated this_____ day of_____ Year_____

NAME: (Print): _____ NAME: (Print): _____

SIGNATURE: _____ SIGNATURE: _____

POSITION: _____ POSITION: _____

NAME: (Print): _____ NAME: (Print): _____

SIGNATURE: _____ SIGNATURE: _____

POSITION: _____ POSITION: _____

In the presence of:

Witness Sign: _____ Witness Name: _____

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Witness Address: _____

This is a legal document. The Applicant should seek legal advice if the Applicant is unclear on any point. A reference to the "Applicant" means the party applying for credit pursuant to this application.

For the purpose of this document, "the Seller" is referred to as MIRAGE DOORS NSW

THE APPLICANT APPLIES FOR CREDIT ON THE GENERAL TERMS AND CONDITIONS SET OUT BELOW:

1. The Applicant warrants that all information given to the Seller is true, accurate and correct in every detail and that if the Seller gives credit this will be done in reliance upon the information supplied by the Applicant.

2. The Applicant must notify the Seller in writing within seven (7) days of any change affecting the legal entity, structure, ownership, shareholder or management control of the Applicant.

3. The Applicant must pay for goods & services supplied by the Seller within 30 days from the month during which the invoice relating to the products supplied is dated.

4. In granting credit facilities, the Seller may set a credit limit for the Applicant. The Applicant must strictly comply with any credit limit specified by the seller from time to time. The Seller at its discretion reserves the right to: (a) refuse the Applicant credit facilities; (b) refuse a request to vary credit facilities that have been granted; and (c) at any time vary the terms of any credit facilities granted to the Applicant including any credit limit or withdraw any credit facilities granted to the Applicant. For the sake of clarity, where the Seller has not set a credit limit for the Applicant, the Seller may at any time set a credit limit for the Applicant by notifying the Applicant in writing.

5. The supply of goods & services by the seller is governed by the Seller's standard terms and conditions of sale in force from time to time to the exclusion of all other terms and conditions of sale or purchase and notwithstanding and qualification of the Sellers standard terms and conditions of sale (including any terms and conditions contained in any purchase order or other document) unless expressly agreed by the Seller in writing.

6. Where the Applicant trades outside the terms and conditions of the Applicant's credit facilities or the supply of goods & services to the Applicant will result in the Applicant trading outside the terms and conditions of the Applicant's credit facilities and, in particular, the credit limit in force from time to time, the Seller may refuse, among other things, to supply goods & services to the Applicant irrespective of whether an order has been accepted or not and will not be liable for any loss or damage resulting directly or indirectly from such action.

7. The Applicant warrants that the terms of and information provided in this application have been read and understood by each of the signatories appearing over page.

8. As a condition to acceptance of this application, the Seller is entitled to request from the Applicant security to secure any credit facilities provided to the Applicant. The Applicant, for the purpose of securing any credit facilities provided to the Applicant, charge all real and personal property owned by the Applicant for an amount equal to any amount that the Applicant owes the Seller from time to time under the credit facilities or otherwise and will execute any necessary documents for this purpose.

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9. Where any amount owing to the Seller is not paid by the due date, the Seller may recover liquidated damages on any amount outstanding of an amount equal to [Commercial 90 day Bank Rate plus two per cent (2%)] of that amount for each month or part of a month from the due date until the date of payment in full. The Applicant will also be responsible for any legal and other costs and expenses incurred by the Seller in recovering payment from the Applicant.

10. If the Applicant breaches any of these terms and conditions then any discount on any unpaid invoice is automatically revoked and the full price is payable for all charges from that time onwards.

11. This application for credit and the provision of credit by the Seller is governed by the laws of New South Wales and the Applicant submits to the jurisdiction of the courts of New South Wales.

12. Credit Facilities are provided on the understanding it is an arrangement with the Seller and the Applicant to provide suitable time for the Applicant to organise relevant approvals, invoice processing and orderly payment of Goods and Services. It is not a financing facility.

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TERMS AND CONDITIONS OF SALE (Clauses 1 to 18)

1. In these terms and conditions ("Terms and conditions"), "**Contract"** means the contract for the supply of goods and/or services resulting from the acceptance by the Seller of an Order in accordance with clause 2; **"Customer"** means any person who enters into a Contract with the Seller for the sale and purchase of Goods and Services and includes the Customer's permitted assigns, successors, employees, servants and agents; **"Loss"** means any damage, loss, liability, expense or cost whether direct or indirect, consequential or incidental; **"Order"** means an order placed by an intending Customer with the seller for the supply of Products; **"Seller"** means Mirage Doors NSW. **"Goods and Services"** means all Goods and Services supplied or to be supplied by the Seller from time to time. **"Price"** means, unless the contrary intention appears, the Price for which a Good or Service (or goods and Services) is sold pursuant to the Terms and Conditions and is the amount payable by the Customer, exclusive of any GST payable, in respect of the sale.
2. These Terms and Conditions supersede all previous terms and conditions imposed by the Seller. Each Order will constitute an offer by the Customer to acquire Goods and Services from the Seller upon and subject to the Terms and Conditions to the exclusion of all other terms and conditions. A contract will be made between the Seller and the Customer for the sale and purchase of Goods and Services only on acceptance of an Order by the Seller, which may be by delivery of all or part of the Goods and Services ordered.
3. Unless otherwise agreed, the Seller will arrange for delivery of the Goods and Services. Risk of Loss to Products will pass to the Customer on the earlier of receipt of Goods and Services by the Customer; delivery of Goods and Services to the Customer; and delivery of Goods and Services by the Seller to a third party for the purpose of delivering Goods and Services to the Customer. The Seller will not be liable for any delay in delivery of Goods and Services.
4. The Customer will have no claim for shortages or defects in respect of any Goods and Services apparent on inspection unless a written complaint is delivered to the Seller within 10 days of receipt of the Goods and Services specifying the shortage or defect. The Seller will only, at its option, accept the return of, or give a credit for Goods and services where: the Customer has complied with this clause 4; the Seller is satisfied as to the claim by the Customer; in the case of Goods and Services that have at the request of the Customer been specifically sourced, the supplier of such Goods and Services will accept return of the Goods and Services for credit; and, if the seller elects to have the Goods and Services returned, the Goods and Services are returned to the Seller in the same condition as when first delivered to the Customer with the relevant invoice number and date of order. The Seller will not accept the return of or give credit for Goods and Services supplied (originally) to non-standard specifications. All Goods and Services returned will be subject to a minimum handling charge 20% of the invoiced price except in the case of defective Goods and Service or Goods and Services incorrectly supplied. In the case of buy-ins against customer order, credit will only be allowed if the original manufacturer/supplier also accepts the return. Requests for Proof of Delivery may only be made within 30 days of delivery date.

Initial _____

5. Prices for Goods and Service are set in accordance with the seller's price list, which is subject to change from time to time without notice. The price payable is the price quoted as at the date of raising of an invoice in respect of the Goods and Services. Where the Seller has granted the customer credit facilities, the price of the Goods and Service is due and payable in accordance with the terms and conditions of the credit facilities. If credit facilities have not been granted to the customer, the price of Goods and Services must be paid in advance. The Seller may, from time to time, charge reasonable storage fees. Where the Seller has provided the Customer with a quote in relation to the supply of Goods and Services, the Seller's standard terms and conditions of Purchase will apply. The extent to which there is any inconsistency with the terms of the quote, the terms of the quote will prevail.

6. **Personal Property Securities Act (2009)**

a. The Customer consents to the Seller effecting a registration on the PPSA register (in any manner the Seller deems appropriate) in relation to any security interest arising under or in connection with or contemplated by these terms.

b. The Customer waives its right to receive notice of a verification statement in relation to any registration by the Seller on the register.

c. The Customer agrees to promptly execute any documents, provide all relevant information, fully cooperate with the Seller and do any other act or thing that the Seller requires to ensure that the Seller has a perfected security interest in, and has priority over any other security interests in, the Goods or otherwise.

d. The Customer agrees that, until all monies owing to the Seller are paid in full, it shall not sell or grant any other Security Interest in the Goods.

e. The Customer will not register a financing charge statement in respect of the security interest without the Seller's prior written consent.

f. The Customer agrees that the Seller may, at its absolute discretion, apply any amounts received from the Customer toward amounts owing to the Seller in such order as the Seller may determine.

g. If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising in connection with these terms, the Customer agrees that the following provisions of the PPSA will not apply to the enforcement of these terms: section 95 (notice of removal of accession), to the extent that it requires the Seller to give a notice to the Customer; section 96 (when a person with an interest in the whole may retain an accession); subsection 121(4) (enforcement of liquid assets – notice to grantor); section 125 (obligation to dispose of or retain collateral); section 130 (notice of disposal), to the extent that it requires the Seller to give a notice to the Customer; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); subsection 134(1) (retention of collateral); section 135 (notice of retention); section 142 (redemption of collateral); and, section 143 (reinstatement of security agreement).

Initial _____

h. Notices or documents required or permitted to be given to the Seller for the purposes of the PPSA must be given in accordance with the PPSA.

i. The Seller agrees with the Customer not to disclose information of the kind mentioned in subsection 275(1) of the PPSA except in circumstances required by paragraphs 275(7)(b)-(e).

j. In these terms the following words have the respective meanings given to them in the PPSA: commingled, financing statement, financing change statement, perfected, proceeds, register, registration, security interest and verification statement

7. Property in and ownership of Goods and Services remains with the Seller and will not pass to the Customer until all Goods and/or Services have been paid for in full and all other debts owing to the Seller by the Customer have been paid in full. The Customer acknowledges that until such time as the property in and ownership of Goods and/or Services passes to the Customer in accordance with this clause 6, the Customer is in possession of the Goods and/or Services for and on behalf of the Seller as a fiduciary bailee and agent. Upon taking delivery of Goods and/or Services the Customer must keep the goods identifiably separate from any other Goods held or sold on the Customer's premises to enable the Goods to be identified and must not remove from the Goods any documentation affixed to or referring to the Goods. The Seller, by giving 2 days notice to the Customer, is entitled to enter the Customer's premises and inspect the Goods.

8. Until payment in full of the price of the Goods and/or Services and all other amounts owing by the Customer to the Seller, in the event of sale of Goods and/or Services by the Customer: (1) the Customer must; (i) deposit all proceeds of sale of Goods and/or Services received by the Customer separately; (ii) account to the Seller for such proceeds; and (2) the Seller will be entitled to trace all proceeds of sale of Goods and/or Services received by the Customer through the relevant, account or any other account maintained by the Customer.

9. The Customer grants to the Seller an irrevocable license to enter the Customer's premises, exercisable upon any event of termination specified in clause 14 occurring, which license to enter permits the seller at its sole option, to enter the Customer's premises and repossess and remove all Goods and/or Service related material on the premises that has remained the property of the seller. The Customer consents to such actions and agrees that the seller will not be liable for any loss or damage suffered by the Customer as a result of the Seller taking such action. This clause 9 is not intended to create a charge over Goods and/or services or any book debts. Notwithstanding that the Seller may grant the Customer credit, the Customer must, in the event Goods and/or Services are sold and the proceeds of sale received, comply with clause 8.

10. The Customer may use Goods and/or Services with other Good and/or Services but only on the condition that if the Good and/or Services are mixed, united or incorporated with other Goods and/or Services, the resulting Goods and/or Services which incorporates Goods and/or Services is the property of the seller until such Goods and/or Services have been paid for in full and all other debts owing to the seller by the Customer have been paid in full.

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11. Except only for such rights and remedies which the Customer has in respect of the supply of Goods and/or Services under the Competition and Consumer Act 2010 and other applicable laws and which cannot be lawfully excluded, restricted or modified, the Customer agrees that: (1) all conditions and warranties whether statutory or otherwise are excluded in relation to the Goods and/or Services and any services provided by the Seller; and (2) the Seller will not be liable for any loss (other than in accordance with clause 4) which the Customer suffers, incurs or is liable for in connection with the supply of Goods and/or Services under these Terms and Conditions, the promotion or sale of the Goods and/or services by the Customer, or the provision of services by the Seller.

12. Where the seller is permitted under the Competition and Consumer Act 2010 or other applicable laws to liability for the breach of a condition or warranty that is implied by the Competition and Consumer Act 2010 or any other applicable laws; the Seller's liability is limited to (1) in the case of Goods, any one of the following as determined by the Seller: (i) the replacement of the Goods or the supply of equivalent Goods; (ii) the repair of the Goods; (iii) the payment of the cost replacing the Goods or of acquiring equivalent Goods; or (iv) the payment of having the Goods repaired: (2) in the case of services any one of the following as determined by the Seller: (i) the supply of services again; or (ii) the payment of the cost of having the services supplied again.

13. The Customer acknowledges that it has not relied upon any representation made by the Seller which has not been stated expressly in these Terms and Conditions. Any representation, advice, recommendation, information or assistance provided by the Seller in relation to Goods and/or Services supplied or their use or application must not be relied upon by the Customer and the Customer acknowledges that is the responsibility of the Customer to satisfy itself as to the appropriate use or application of Goods and/or Services are suitable for any particular purpose. The Customer indemnifies the Seller against all Loss incurred by the Seller in connection with any act or omission of the Customer including, but not limited to, negligence of the Customer or any unauthorised representation made or warranty given by the Customer in connection with the Goods and/or Services.

14. It is an event of termination if: (1) the Customer breaches or fails to observe any of the terms of these Terms and Conditions; (2) the Customer trades outside the terms and conditions of the Customer's credit facilities (if any); (3) the Customer becomes insolvent, the Customer enters into bankruptcy or the seller notifies in writing the Customer of its view that the Customer is in financial difficulties; (4) an administrator or receiver is appointed over all or any of the business undertaking of the Customer or the Customer is served with a statutory demand pursuant to the Corporations Law; or any guarantor of the Customer's indebtedness to the Seller revokes its guarantee.

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15. If an event of termination as specified in clause 14 occurs the Seller will have an immediate right to possession of goods held by the Customer and all amounts owing by the Customer in respect of the Products together with all other debts owing by the Customer to the Seller will become due and payable and must be paid by the Customer on demand by the Seller. Further, the Seller will be entitled (without prejudice to any other right or remedy provided under these Terms and Conditions or otherwise) to do any one or more of the following: (1) suspend indefinitely all further deliveries of Goods and/or Services in respect of the Order or any other Orders being processed for delivery and cancel any Order or refuse to accept any further Orders; (2) cancel any credit facility provided to the Customer; (3) require the return of all Goods where property in, and ownership of, has not passed in accordance with clause 7; and terminate the Contract by written notice to the Customer. The Seller will not be liable for any Loss (including Loss arising from negligence) suffered by the Customer as a result of the seller taking any action under this clause.

16. The Seller will not be liable for any Loss incurred as a result of delay or failure to observe any of these Terms and Conditions due to an event of force majeure, being any cause or circumstance beyond the Seller's control, or due to any failure or delay in performance caused by lack of production capacity, manufacturing machinery breakdown, failure of supply by suppliers of the Seller, shortage of raw materials or components, any strikes, floods, lockouts, labour disputes, fires, acts of God or public enemy, malicious or accidental damage, delays in transport, or restrictions or prohibitions by any government or any semi-government authorities or embargoes. During the continuance of an event of force majeure or an event described in this clause the Seller's obligations under these Terms and Conditions will be suspended and will resume as soon as the cause or circumstance has ceased effect.

17. The Customer is not entitled to withhold any moneys due and payable under the banner of retention or warranty unless agreed in writing with the Seller prior to commencement of works. Where the Customer is granted condition to withhold Retention's or Warranties, all moneys withheld must be placed in a trust account. Any interest income offset by charges will be jointly shared between the Seller and the Customer. The Seller, by giving 2 days notice to the Customer, is entitled to request the Customer's to provide evidence of this trust account.

18. All notices to be given by any party under these Terms and Conditions must be in writing and may be given to the other party by hand delivery, prepaid post, Email, SMS, or facsimile addressed to the other party at its last known address or facsimile number or as specified by the other party. Any notice given under these Terms and Conditions will be deemed to have been received by the person to whom it was sent in the case of hand delivery, upon delivery; in the case of prepaid post, three days after dispatch; in the case of Email, SMS and facsimile upon completion of the transmission. These Terms and Conditions are governed by and must be construed in accordance with the laws of New South Wales. Additionally, all notices and requests required to be sent to Mirage Doors NSW must be sent to accounts@amgroup.com

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