

## **TERMS AND CONDITIONS**

The Applicant (in these Terms and Conditions referred to as "you") consents to the collection by **Officelinx** of any personal information about you provided on this form. You acknowledge that you are aware that:

- any personal information is collected for the purposes of assessing this application and establishing an account with Officelinx and
  Office Products, and may in some circumstances be provided to third parties, for example debt collection agencies;
- you may request access to the personal information about you that Officelinx holds; and
- if you do not provide all information requested, Officelinx will not be able to assess this application and it may be rejected:

If the personal information of other individuals has been provided on this form, you warrant that;

- you obtained the consent of those individuals to disclose their personal information to Officelinx; and
- you made those individuals aware (or reasonably believe that they are aware) of the information set out above.

**Officelinx** may give information about you to a credit reporting agency to obtain a consumer credit report about you, and/or to allow the credit reporting agency to create or maintain a credit information file containing information about you. This information (which may be given before, during or after the provision of credit to you) may include:

- · your identity particulars;
- the fact that you have applied for credit;
- the fact that Officelinx is a current credit provider to you;
- payments which are overdue by more than 60 days, and for which debt collection action has started;
- advice that your payments are no longer overdue in respect of any default that has been listed;
- Information that, in the opinion of **Officelinx**, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations); and
- dishonoured cheques cheques drawn by you for \$100 or more which have been dishonoured more than once.

You hereby apply for a credit account with **Officelinx**. If this application is accepted by **Officelinx**, you agree, in consideration of the provision of credit account facilities by **Officelinx** to you:

- to comply strictly with **Officelinx** trading terms and conditions (notwithstanding any previous failure to enforce those terms and conditions or waiver of them by Officelinx), including making payment within thirty (30) days from the date of purchase;
- to pay any expenses, costs of disbursements incurred by the Supplier in recovering any outstanding monies including debt collection agency fees and solicitors costs, providing that those fees do not exceed the scale charges as charged by that debt collection agency/solicitor and in any event the commission is not to exceed 18% of the debt value, plus out of pocket expenses:
- that property in the products will not pass to you until such time as the price (and the price of all other products supplied by **Officelinx**) has been paid in full. Until the price has been paid in full, you should store the products in such a manner as to show clearly that they are the property of **Officelinx** and you may not sell the products or grant any charge or other interest in connection with the products; and
- that this agreement is governed by the laws of South Australia and you irrevocably submit to the jurisdiction of the courts of that State.

Officelinx may accept or reject this application in its absolute discretion and without providing reasons for the decision.