

Perini Tiles – Terms & Conditions of Trade

1.	Definitions 1.1 "Perini" means Poulton Properties Pty Ltd T/A Perini Tiles, its successors and assigns or any person acting on behalf of and with the authority of Poulton Properties Pty Ltd T/A Perini Tiles. 1.2 "Client" means the person or persons or any person acting on behalf of and with the authority of the Client leading Perini to provide the Services as specified in any proposal, quotation, order, invoice, 7.1 or other documentation, and; (a) if there is more than one Client, is a reference to each Client 7.2 jointly and severally; and (b) if the Client is a partnership, it shall bind each partner jointly and severally; (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Client's executors, administrators, successors and 7.3 permitted assigns. 1.3 "Goods" means all Goods or Services supplied by Perini to the Client at the Client's request from time to time (where the context so 7.4 permits the terms "Goods" or "Services" shall be interchangeable for the other). 1.4 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, 1.5 information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit ratings or credit scores, (e.g. credit reports), 1.6 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) for the Client's use and can be accessed either by the web server or the Client's computer. If the Client does not wish to allow Cookies to operate in the background when ordering from the website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering Goods via the website. 1.6 "Personal Information" means Personal Information (where applicable) for the Goods as agreed between Perini and the Client in accordance with clause 5 below. 1.7 "GST" means Goods and Services Tax (GST) as defined within the New Tax System (Goods and Services Tax) Act 1999 (Cth). Acceptance 2.1 The Client is taken to have expressly accepted and is immediately bound by the terms of this contract, whether or not the Client places an order for or accepts Delivery of the Goods. 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the 2.6 parties have entered into, the terms and conditions of this Contract prevail. 2.3 Any amendment to the terms and conditions contained in this 2.7 Contract may only be amended in writing by the consent of both parties. 2.4 The Client acknowledges that the supply of Goods on credit shall not take effect until the Client has completed a credit application with Perini and it has been approved with a credit limit established for the account. 2.5 In the event that the supply of Goods request exceeds the Client's 2.8 credit limit and/or the account exceeds the payment terms, Perini reserves the right to suspend the supply of Goods. 2.6 Electronic signatures shall be deemed to be accepted by either 9 party providing that the parties have complied with Section 9 of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act. Errors and Omissions 3.1 The Client acknowledges and accepts that Perini shall, without prejudice, accept no liability in respect of any alleged or actual 3.2 error(s) and/or omission(s). (a) resulting from an inadvertent mistake made by Perini in the 3.1 formation and/or administration of this contract; and/or (b) contained in any document (including any and/or electronic) supplied by Perini in respect of the Services; 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, Perini shall be negligent and/or liable for willful misconduct of Perini. The Client shall not be entitled to treat this 3.2 contract as repudiated nor render it invalid. Change in Control 4.1 The Client shall give Perini not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes to name, address, contact phone or fax number/s, change of trustees, or business practice). The Client 9.1 shall be liable for any loss incurred by Perini as a result of the Client's failure to comply with this clause. Price and Payment 5.1 Perini's sole discretion the Price shall be either: (a) as indicated on any invoice provided by Perini to the Client; (b) Perini's estimator (subject to clause 5.2) which shall not be deemed binding upon Perini until the actual Price is 10.1 determined upon completion of the Services. Perini undertakes to keep the Client informed should the actual Price look like to exceed the original estimate; (c) Perini's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days; 5.2 Perini reserves the right to change the Price: (a) if a variation to the Goods which are to be supplied is 10.1 requested; or (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, changes in the geology, the availability of machinery, safety considerations, prerequisite work by any third party not being completed, obscured building 11.3 defects, change in site conditions) which are only discovered on commencement of the Services; or (d) in the event of increases to Perini in the cost of labour or materials (including but not limited to overseas transactions that may increase the cost of the Services), variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond Perini's control. 5.3 Variations in price shall be based on Perini's quotation, and will be detailed in writing, and shown as variations on Perini's invoice. The Client shall be required to respond to any variation submitted by Perini within ten (10) working days. Failure to do so will entitle Perini to the price of the variation to the Client's Payment for all variations must be made in full at the time of their completion. 5.4 Perini's sole discretion a non-refundable deposit may be required. 5.5 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Perini, which may be: (a) on Delivery of the Goods; (b) before Delivery of the Goods; (c) by way of instalments/progress payments in accordance with Perini's payment schedule; (d) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices; (e) the date specified on any invoice or other form as being the date for payment; or (f) failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice given to the Client by Perini. 5.6 Payment may be made by cash, cheque, bank cheque, 12.1 electronic-line banking, credit card excluding American Express and Diners Card (a surcharge may apply per transaction) or by any other method as agreed between the Client and Perini. 5.7 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Perini nor to withhold payment of any invoice because part of that invoice is in dispute. 5.8 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Perini an amount equal to any GST Perini must pay for any supply by Perini under this or any other 12.3 contract for the sale of the Goods. The Client must pay GST, without reduction or set off of any amount, 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 that may be applicable in addition to the Price except where they are expressly included in the Price. Delivery of Goods 6.1 Delivery ("Delivery") of the Goods is taken to occur at the time that: (a) the Client or the Client's carrier takes possession of the Goods at Perini's address or; (b) Perini (or Perini's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address. 6.2 At Perini's sole discretion the cost of Delivery is either included in the Price or is in addition to the Price. 6.3 Perini will deliver the Goods to separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. 6.4 Subject to clause 6.5 it is Perini's responsibility to ensure that the services start as soon as possible. 6.5 The Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that Perini Adversely affected by an event beyond Perini's control, including but not limited to any failure by the Client 12.4 to: (a) make a selection or; (b) have the site ready for the Services; or (c) notify Perini that the site is ready. 6.6 The time specified for the Delivery of the Goods is an estimate 12.6 only and Perini will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to	be delivered at the time and place as was arranged between 12.7 parties on the event of any failure by the Client to supply the Goods as agreed solely due to any action or inaction of the Client, then Perini shall be entitled to charge a reasonable fee for redelivery and/or 12.8 storage. Risk 12.9 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, Perini is entitled to receive 13.1 all insurance proceeds payable for the Goods. The production of 13.1 receipts shall be accepted by Perini as sufficient evidence of Perini's rights to receive the insurance proceeds without the need for any person dealing with Perini to make further enquiries. 13.2 The Client requests Perini to leave Goods outside Perini's premises for collection or delivery. Goods at an unattended location then such Goods shall be left at the Client's sole risk. 13.2 Perini gives no guarantee (expressed or implied) against crazing, cracking or scorching that may occur whilst the Goods are at Perini's control due to the nature of the Goods at the time of 13.3 installation, therefore it is recommended that the Client allows for extra quantities for such breakages. The Client acknowledges that: (a) variations of colour, shade and grain are inherent in all kiln fired 14.1 products, natural stone and glass. While every effort will be taken by Perini to ensure uniformity, some variations of product 14.1 Perini shall not be liable for any loss, damages or costs however arising resulting from any variation in colour, shading or grain between batches of product or sale samples and the finished product. The Client acknowledges that all Goods are sold subject to their normal and natural colour variations and inclusions, given or displayed are to be considered indicative 14.2 only; and (b) optical hazing (which is a smoky, haze, smudge effect visible on the surface of the tile when a light source reflects at a certain angle across the surface of the tile) may occur on some tiles of polished tiles, stemming mainly from the mineral content and 14.3 manufacture of the tile. It is caused by light reflection, and bulk sizes. Prices shown do not include the cost of the Goods. 14.4 Haze visible: Subsequently, this will not allow the polished porcelain floor to have a mirror-like finish and such an expectation is unrealistic. Further, the Client acknowledges that there is no effect on the performance or life of the tile and therefore is not considered to be a defect. Optical hazing is primarily an aesthetic issue. Perini strongly advises the Client 14.5 that the same or a similar defect may occur on other tiles under various lighting conditions, of the intended site, as Perini accept no liability in the event the Client is unhappy with their choice. 14.6 Perini shall not accept any liability for tiles with any obvious faults or defects. Where Perini is required to install the Goods the Client warrants that 14.7 the structure of the premises or equipment in or upon which these Goods are to be installed or placed is safe and will sustain the installation and work incidental thereto and Perini shall not be liable for any claims, demands, losses, damages, costs and expenses however caused or arising in connection with the installation and work incidental thereto. Where the contract does not include installation of Goods by Perini, 14.8 Perini shall not be liable for any defect or damage resulting from a defect or fault in the Goods or Services. Any advice, recommendation, information, assistance or service provided by Perini in relation to Goods or Services supplied is given in good faith, is based on Perini's own knowledge and experience and shall not be accepted by the Client as an implied warranty and it shall be the responsibility of the Client to confirm the accuracy and reliability of the same in light of the use to which the Client makes or 14.9 intends to make of the Goods or Services. Accuracy of Client's Plans and Measurements Perini shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that if the information provided by the Client is inaccurate, Perini accepts no responsibility for any loss, damages, or costs however resulting from the inaccuracy of the Client's information. Perini places an order based on these measurements and quantities. Perini accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause. Access 14.11 The Client shall ensure that Perini has clear and free access to the work site at all times to enable them to undertake the Services. Perini shall not be liable for any loss, damages or costs incurred 14.12 (including, without limitation, damage to pathways, driveways and 15.1 concrete or paved or grassed areas) unless due to the negligence of Perini. Compliance with Laws 15.2 The Client and Perini shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may apply to the Services, any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation. The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services. Title 15.3 Perini and the Client agree that ownership of the Goods shall not pass to the Client until: (a) the Client has paid Perini all amounts owing to Perini; and (b) the Client has met all of its other obligations to Perini. Receipt by Perini of any form of title other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised. 15.4 It is further agreed that: (a) the Client transfers to the Goods passes to the Client in accordance with clause 11.1 that the Client is only a bailee of the Goods and must return the Goods to Perini on request; (b) the Client holds the benefit of the Client's insurance of the Goods on trust for the Client; and (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of the sale on trust for Perini and must pay 16.4 deliver the proceeds to Perini on demand. (d) the Client shall not convert or process the Goods or intermix them with other goods or materials. (e) the Client shall hold the resulting product on trust for the benefit of Perini and must sell, dispose of or return the resulting product to Perini as it so directs. (f) the Client irrevocably authorises Perini to enter any premises where Perini believes the Goods are kept and recover possession of the Goods. (g) Perini may recover possession of any Goods in transit whether or not Delivery has occurred. (h) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods. (i) Perini may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has 17.1 passed to the Client. Personal Property Securities Act 2009 ("PPSA") 17.2 In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to it by the PPSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions 17.2 constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Client to Perini for Services – that have previously been supplied and that will be supplied in the future by Perini to the Client. The Client undertakes to: (a) promptly sign any further documents and/or provide any further 17.3 information (such as a financing statement) required to perfect the Client's interest in all respects which Perini may reasonably require; (i) register a financing statement or financing charge 17.4 statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by 18.1 the PPSA or; (iii) amend or defect in a statement referred to in clause 12.2(a)(i) or 12.3(a)(i). (b) indemnify, upon demand reimbursement, Perini for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereto. (c) register a financing charge statement in respect of a security interest without the prior written consent of Perini; (d) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Perini; (e) immediately advise Perini of any material change in its business practices or results which may result in a change in the nature of proceeds derived from such sales. Perini and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these 18.2 provisions. The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(d)(d) and 132(4) of the PPSA. (c) the Client grants to Perini as grantor and/or a debtor under sections 142 and 143 of the PPSA.	Unless otherwise agreed to in writing by Perini, the Client waives their rights to receive any such notices in accordance with section 157 of the PPSA. The Client must unconditionally ratify any actions taken by Perini in relation to the PPSA. Subject to any express provisions to the contrary (including those contained in this clause 12) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA. Security and Charge 18.3 In consideration of Perini agreeing to supply the Goods, the Client charges and mortgages and assigns (whether joint or several, in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions) to Perini as a first mortgagee and security interest, and the Client indemnifies Perini from and against all Perini's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Perini's rights under this clause. The Client irrevocably appoints Perini and each director of Perini as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 18.3 including, but not limited to signing any document on the Client's behalf. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA) 18.4 In consideration of Perini inspecting the Goods on Delivery and must within 18.5 (2) days of Delivery notify Perini in writing of any evident defect/damage, shortage in quantity, or failure to comply with the 18.6 description of quote. The Client must notify any other alleged defect in the Goods as soon as possible after receipt of the Goods and becomes evident. Upon such notification the Client must allow Perini to inspect the Goods. State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions. Perini acknowledges that nothing in these terms and conditions 18.7 purports to modify or exclude the Non-Excluded Guarantees. The Client expressly waives all conditions or terms or conditions in respect of Non-Excluded Guarantees. Perini makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the 18.8 Goods and the effect of these warranties is limited to the fullest extent permitted by law. If the Client is a consumer within the meaning of the CCA, Perini's liability is limited to the extent permitted by section 64A of Schedule 2 of the CCA. If Perini is required to replace the Goods under this clause of the CCA, but is unable to do so, Perini may refund any money the Client has paid for the Goods. If the Client is not a consumer within the meaning of the CCA, Perini's liability for any defect or damage in the Goods is: (a) limited to the amount of the purchase price of the Goods as provided to the Client by Perini at Perini's sole discretion; (b) limited to any warranty to which Perini is entitled, if Perini did not manufacture the Goods; (c) the amount of the purchase price of the Goods; (d) the Client's liability for any defect or damage which was caused by the Client has complied with the provisions of clause 14.1; and (e) Perini has agreed that the Goods are defective; and (f) the Goods are returned within a reasonable time at the Client's 18.9 cost (if that cost is not significant); and (g) the Client has agreed to a condition that to that which they were delivered as is possible. Notwithstanding clauses 14.1 to 14.8 but subject to the CCA, Perini shall not be liable for any loss or damage which may be caused or 18.10 caused or arising as a result of: (a) the Client failing to properly maintain or store any Goods; (b) the Client using the Goods for any purpose other than that for which they were intended; (c) the Client continuing the use of any Goods after any defect 18.11 became apparent or should have become apparent to a person exercising reasonable care; (d) the Client failing to follow any instructions or guidelines provided by Perini; (e) fair wear and tear, any accident, or act of God. Perini may in its absolute discretion at any time and without notice return in which case Perini may require the Client to pay handling 19.1 fees of up to twenty percent (20%) of the value of the returned Goods and any freight costs. Notwithstanding anything contained in this clause if Perini is 19.1 required by a law to accept a return then Perini will only accept a return on the conditions imposed by that law. 19.2 Defective Goods may be returned to Perini at any time before the Goods are delivered. Where Perini has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents created shall remain the property of Perini. Under no 20.0 circumstances shall such designs, drawings and documents be used 20.1 without the express written approval of Perini. The Client warrants that all designs, specifications or instructions submitted to Perini do not infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Perini against any action taken by a third party against Perini in respect of any such infringement. 20.2 The Client agrees to indemnify Perini for any use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Perini has created for the Client. 20.3 Interest on overdue invoices shall accrue daily from the date when 20.2 payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Perini's sole discretion may be compounded monthly at such a rate) after 21.1 as well as before any judgment. If the Client owes Perini any money the Client shall indemnify Perini from and against all costs and disbursements including, but not limited to recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Perini's contract default fee, and bank disbursement fees). 21.2 The Client agrees to indemnify Perini for any loss or damage incurred under this contract, if a Client has made payment to Perini, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction in addition to any further costs incurred by Perini under this clause 16 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this contract. 21.3 Perini agrees to Perini's remedies at law Perini shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Perini shall, whether or not payment has been made, be immediately payable. (a) any money payable to Perini becomes overdue, or in Perini's opinion the Client will be unable to make a payment when it falls due; (b) the Client has exceeded any applicable credit limit provided by Perini; (c) the Client becomes insolvent, convenes a meeting with its 22.1 creditors, or makes an assignment for the benefit of its creditors; or (d) a receiver, manager, liquidator (provisional or otherwise) or other person is appointed in respect of the Client or any asset of the Client. Cancellation 22.2 Perini's sole discretion any other remedies Perini may have. If at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Perini may suspend or terminate the supply of Goods to the Client. Perini will not be liable to the Client for any loss or damage the Client suffers incurred 22.3 Perini has exercised its rights under this clause. Perini may cancel any contract to which these terms and conditions apply or cancel Delivery of Goods any time before the Goods are delivered by giving written notice to the Client. On giving such notice Perini shall repay to the Client any money paid by the Client for the Goods. Perini shall not be liable for any loss or damage whatsoever 22.4 arising out of the cancellation. In the event that the Client cancels Delivery of Goods the Client 22.5 shall be liable for any and all loss incurred (whether direct or indirect) to Perini as a direct result of the cancellation (including, but 22.6 not limited to, any loss of profits). Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once 22.7 Perini has commenced, or an order has been placed. Privacy Policy 22.7 All emails, documents, images or other recorded information held or used by Perini in connection with the transactions referred to in clause 18.3, and therefore considered Confidential Information. Perini acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs) 22.8 Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area (EEA) (including the General Data Protection Regulation (GDPR) (collectively, "EU Data Privacy Laws"). Perini acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Clients Personal Information, held by Perini, that result in or may result to the Client, Perini will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and/or the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law. Notwithstanding clause 18.1, privacy limitations will extend to Perini in respect of Personal Information where transactions for purchases are transpire directly from Perini's website. Perini agrees to display reference to such Cookies and/or similar tracking technologies, such as cookies and web beacons (collectively, "tracking technology") allows the collection of Personal Information such as the Client's: (a) IP address, browser, email client type and any other similar details; (b) tracking website usage and traffic; and	(c) reports are available to Perini when Perini sends an email to the Client so Perini may collect and review that information ("collectively Personal Information") In order to enable / disable the collection of Personal Information by our Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via Perini's website. The Client agrees for Perini to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by Perini. The Client agrees to provide to Perini the following information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years. The Client consents that Perini being given a consumer credit report to collect overdue payment on commercial credit. The Client agrees that personal credit information provided may be used and retained by Perini for the following purposes (and for other purposes not stated in this clause): (a) the provision of Goods; and/or (b) analysing, verifying and/or checking the Client's credit, payment and credit status surrounding that discharge (e.g. details of payments); (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or (d) enabling the collection of amounts outstanding in relation to the Goods. Perini may give information about the Client to a CRB for the following purposes: (a) to obtain a consumer credit report; (b) the CRB to create or maintain a credit information file about the Client including credit history. The information given to the CRB may include: (i) Personal Information as defined in clause 18.3 above; (ii) name of the credit provider and that Perini is a current credit provider to the Client; (iii) whether or not the credit provider is a licensee; (iv) type of consumer credit; (v) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); (vi) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than 60 days (or such longer period as may be determined) or alternatively that the Client no longer has any overdue accounts and Perini has been paid or otherwise discharged and otherwise relevant information (such as a date of payment); (vii) information that, in the opinion of Perini, the Client has committed a serious credit infringement. (h) advice that the amount of Perini's overdue payment is equal or more than one hundred and fifty dollars (\$150). The Client shall have the right to request (by e-mail) from Perini: (a) a copy of the Personal Information about the Client retained by Perini and to request that Perini correct any incorrect Personal Information; and (b) that Perini does not disclose any Personal Information about the Client for direct marketing. Perini will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained under any applicable law. The Client can make a privacy complaint by contacting Perini via e-mail. Perini will respond to that complaint within seven (7) days of receipt and will investigate the complaint and take a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at Building and Construction Industry Security of Payment Act 2002 Perini's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payment Act 2002 may apply. Nothing in this contract is intended to have the effect of contradicting or overriding any provisions of the Building and Construction Industry Security of Payment Act 2002 of Victoria, except to the extent permitted under the Act where applicable. 5.7 Services of Perini. Perini's sole discretion any other remedies Perini may have. If at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Perini may suspend or terminate the supply of Goods to the Client. Perini will not be liable to the Client for any loss or damage the Client suffers incurred 22.3 Perini has exercised its rights under this clause. Perini may cancel any contract to which these terms and conditions apply or cancel Delivery of Goods any time before the Goods are delivered by giving written notice to the Client. On giving such notice Perini shall repay to the Client any money paid by the Client for the Goods. Perini shall not be liable for any loss or damage whatsoever 22.4 arising out of the cancellation. In the event that the Client cancels Delivery of Goods the Client 22.5 shall be liable for any and all loss incurred (whether direct or indirect) to Perini as a direct result of the cancellation (including, but 22.6 not limited to, any loss of profits). Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once 22.7 Perini has commenced, or an order has been placed. Privacy Policy 22.7 All emails, documents, images or other recorded information held or used by Perini in connection with the transactions referred to in clause 18.3, and therefore considered Confidential Information. Perini acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs) 22.8 Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area (EEA) (including the General Data Protection Regulation (GDPR) (collectively, "EU Data Privacy Laws"). Perini acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Clients Personal Information, held by Perini, that result in or may result to the Client, Perini will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and/or the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law. Notwithstanding clause 18.1, privacy limitations will extend to Perini in respect of Personal Information where transactions for purchases are transpire directly from Perini's website. Perini agrees to display reference to such Cookies and/or similar tracking technologies, such as cookies and web beacons (collectively, "tracking technology") allows the collection of Personal Information such as the Client's: (a) IP address, browser, email client type and any other similar details; (b) tracking website usage and traffic; and
----	--	---	--	--