



## TERMS AND CONDITIONS OF TRADE

Following are the Terms and Conditions of Trade (“**Trading Terms**”) for **TRUMPS PTY LTD (ACN 010 134 451)** including, but not limited to any related body corporate, any subsidiary or associated entity and as trustee of any trust from time to time (individually and together called “**TRUMPS**”).

1. **Payment:** The Customer must pay for all purchases on delivery, or (if Credit Terms have been extended or TRUMPS otherwise agrees in writing prior to delivery) within fourteen(14) days from the end of the month in which the invoice is generated, or within any alternative credit period granted in writing by TRUMPS. Amounts payable by the Customer under the Credit Terms must be paid in full without deduction, retention or set-off of any kind and for any reason.
2. **Interest and Administration fee:** TRUMPS is entitled to charge the Customer:
  - (a) interest on amounts not paid within the credit period specified by TRUMPS at a rate equivalent to 3% p.a. above the annual business overdraft interest rate of its principal banker, as determined and calculated by TRUMPS, in its discretion; and
  - (b) if any account remains unpaid at the end of the second month after the invoice is generated, an immediate amount the greater of \$20.00 or 10.0% of the amount overdue for administration fees, which sum shall become immediately due and payable. The Customer acknowledges that this fee is a genuine pre-estimate by TRUMPS of the loss, costs and expenses which shall be incurred by reason of the Customer’s default in payment and the recovery thereof.
3. **GST:** Each amount payable by the Customer under the Trading Terms in respect of a Taxable Supply by TRUMPS is a GST exclusive amount and on receipt of a tax invoice the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. “Taxable Supply” and “GST” have the meanings set out in the A New Tax System (Goods and Services) Act 1999 (Cth).
4. **Withdrawal or Variation of Credit:** TRUMPS may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Customer. Where the Customer completes a further Application for a Commercial Trading Account, that Application will not be in derogation of but in addition to any previous general Trading Terms existing except as notified by TRUMPS (or any of its related entities, subsidiaries and assigns and as Trustee of any Trust) in writing.
5. **Charge over Customer’s Property:** As security for payment to TRUMPS of all moneys payable by the Customer and for the Customer’s obligations generally under these Trading Terms, the Customer charges in favour of TRUMPS the whole of the Customer’s undertaking, property and assets (including without limitation all of the Customer’s interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired. The Customer irrevocably appoints each Officer as the Customer’s attorney to do all things necessary to create and register each such charge. Upon demand by TRUMPS, the Customer agrees to immediately execute a mortgage or other instrument in terms satisfactory to TRUMPS to further secure payment of the money payable by the Customer. If the Customer fails within a reasonable time of such demand to execute such mortgage or other instrument, then the Customer acknowledges that TRUMPS may execute such mortgage or other instrument as the Customer’s attorney pursuant to the appointment of TRUMPS as the Customer’s attorney set out in these Trading Terms.
6. **Suspension or Ceasing of Supply:**
  - (a) TRUMPS may in TRUMPS’ complete discretion and without incurring any liability to the Customer, cease or suspend supply of Products and Services to the Customer or amend these Trading Terms.
  - (b) Without limiting clause 6(a), if an Event of Default occurs, TRUMPS may, without prejudice to TRUMPS’ other rights, call up moneys owed to TRUMPS by the Customer, retain all moneys paid on account, or cease further deliveries and recover from the Customer all loss of profits and other costs arising from the Event of Default and/or take immediate possession of any Products and Services for which payment remains outstanding.
7. **Liability of TRUMPS:** TRUMPS will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by TRUMPS, its employees, contractors or agents.
8. **Certification:** A statement signed by an Officer certifying the amount of any moneys payable by the Customer, or identifying any products and services, as being “unpaid for” is, in the absence of manifest error, conclusive and binding on the Customer.
9. **Notification of Change of Details:** The Customer will provide written notice to TRUMPS of any change in the Customer’s structure or management, including any change of director, shareholder, partnership, trusteeship or address within 7 days of the change.
10. **Continuing Guarantee:** All guarantees under or related to these Trading Terms will be continuing guarantees and will terminate only with TRUMPS’ written agreement.
11. **Set-Off:** TRUMPS may at any time set-off amounts owed by TRUMPS to the Customer against amounts owed by the Customer to TRUMPS.

## 12. Property:

- (a) Where Products are to be supplied by way of sale, property in the Products shall not pass until the Customer has paid all money owing to TRUMPS in full. Risk in the Products passes to the Customer at the time of delivery.
- (b) The Customer holds the Products as fiduciary bailee and agent for TRUMPS and must keep the Products physically separate from all other goods of the Customer, and clearly identified as owned by TRUMPS until payment of all moneys owed by the Customer to TRUMPS. If an Event of Default occurs, then without prejudice to TRUMPS' other rights, TRUMPS may, without notice to the Customer enter any premises occupied by the Customer or any other place where the Products may be and recover possession of the Products.
- (c) If the Customer sells any of the Products supplied while money is owed to TRUMPS, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds.
- (d) If the Products are resold, or goods and/or services using the Products are manufactured and resold by the Customer, the Customer holds all of the book debts owed in respect of such sales and proceeds of such sales in trust for TRUMPS. Such part of the book debts and proceeds will be deemed to equal in dollar terms the amount owed by the Customer to TRUMPS at the time of the receipt of such book debts. The Customer must not assign or grant a security interest in respect of such book debts without TRUMPS' prior written consent.
- (e) If the Customer uses the Products in some manufacturing process of its own or of some third party, then the Customer shall hold such part of the proceeds of such manufacturing process as relates to such Products in trust for TRUMPS. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to TRUMPS and at the time of payment of such proceeds the Customer's obligation to pay the amount owed for such Products will be discharged.

## 13. Personal Property Securities Act (Cth) 2009 ("PPSA"):

The Customer grants to TRUMPS a "**Financing statement**", "**financing change statement**", "**security interest**", "**purchase money security interest**", "**attached**", "**attachment**", "**perfected**", "**accession**", "**commingled**" and all related terms have the meaning given to them by the PPSA.

- (a) In consideration of TRUMPS supplying the Products to the Customer at the request of the Customer, the Customer by signing these Trading Terms:
  - (i) grants to TRUMPS a "Purchase Money Security Interest" ("**PMSI**") in all Products supplied by TRUMPS to the Customer from time to time as security for payment of the purchase price of the Products;
  - (ii) grants to TRUMPS a "Security Interest" ("**SI**") in all of its present and after-acquired property and in all of its present and future rights in relation to any personal property (as defined in

the PPSA) from time to time as security for payment of any amount owed by the Customer to TRUMPS and as security for the performance by the Customer of the obligations set out in the Credit Terms;

- (iii) agrees that any Products or proceeds of sale of the Products coming into existence after the date of these Trading Terms will come into existence subject to the PMSI and SI granted herein and these Trading Terms without the need for any further action or agreement by any party;
  - (iv) acknowledges that the Customer has received valuable consideration from TRUMPS and agrees that it is sufficient;
  - (v) agrees that the PMSI and SI has attached to all Products supplied now or in the future by TRUMPS to the Customer and that the attachment of the PMSI has in no way been deferred or postponed.
- (b) TRUMPS reserves the right to register a financing statement in the Personal Properties Securities Register to perfect the PMSI and/or SI created under these Trading Terms.
  - (c) The costs of registering a financing statement or a financing change statement can be charged to the Customer by TRUMPS at TRUMPS' complete discretion, and may, where applicable, be charged to the customer's credit account with TRUMPS.
  - (d) The Customer must promptly, on request by TRUMPS, execute all documents and do anything else reasonably required by TRUMPS to ensure that the PMSI and SI created under these Trading Terms constitutes a perfected security interest.
  - (e) The Customer must not agree to allow any person to register a financing statement over any of the Products in which TRUMPS has any PMSI and/or SI without the prior written consent of TRUMPS and will immediately notify TRUMPS if the Customer becomes aware of any person or entity taking steps to register a financing statement in relation to any such Products.
  - (f) The Customer must not allow the Products to become accessions or commingled with other goods unless TRUMPS has first perfected any PMSI or SI that TRUMPS has in relation to the Products.
  - (g) If TRUMPS perfects any PMSI and/or SI that TRUMPS has in relation to the Products, the Customer must not do anything that results in TRUMPS having less than the security or priority granted by the PPSA that TRUMPS assumed at the time of perfection, subject only to the rights of a mortgagee pursuant to a registered mortgage.
  - (h) The Customer irrevocably grants to TRUMPS the right to enter upon the Customer's property or premises, without notice, and without being in any way liable to the Customer or to any third party, if TRUMPS has cause to exercise any of TRUMPS' rights under Chapter 4 of the PPSA, and the Customer will indemnify TRUMPS for any claims made by any third party as a result of such exercise.
  - (i) The Customer acknowledges and agrees that: -

- (i) Nothing in sections 125, 132(3)(d), 142 and 143 of the PPSA will apply to these Trading Terms;
  - (ii) The Security Agreement created by these Trading Terms may only be reinstated on the terms considered appropriate by TRUMPS at its complete discretion.
- (j) The Customer acknowledges and agrees that to the full extent permitted by law and mentioned below, the following provisions of the PPSA will not apply to the enforcement of any PMSI and SI created under these Trading Terms, and the Customer waives its right to: -
- (i) not have goods damaged or be inconvenienced any more than necessarily incidental if TRUMPS removes an accession under s.92 PPSA;
  - (ii) to receive notice of any intention to remove an accession under s.95(1)(a);
  - (iii) to apply to the Court for an order postponing the removal of the "accession" or to determine the amount payable to TRUMPS for the retention of the accession under s.97 PPSA
  - (iv) to receive notice of a decision to enforce the security interest in personal property in the same way as an interest in land which secures the same obligation under s.118(1)(b)(i) PPSA;
  - (v) to receive notice of the enforcement of liquid assets under s.121(4) PPSA
  - (vi) to receive notice of any proposal to dispose of collateral under s.130(1)(a) PPSA;
  - (vii) to receive a Statement of Account if no disposal under s.132(4) PPSA; and
  - (viii) to receive notice of any proposal to retain collateral under s.135(1)(a) PPSA; and
  - (ix) to receive notice of a verification statement in relation to any registration event (including registration of a financing statement or a financing change statement) relating to the PMSI and SI created under these Trading Terms under s.157 PPSA.
- 14. Effect of Other Terms:** These Trading Terms are supplemented by the Credit Terms on TRUMPS' website at [www.TRUMPS.com](http://www.TRUMPS.com) from time to time, and are in no way affected or amended by any other express or implied terms. No terms of the Customer apply to any agreement between the Customer and TRUMPS. These Trading Terms contain all the terms of the agreement between the parties and supersede all prior discussions and arrangements. In the event that there is any conflict between the provisions of these Trading Terms and the provisions of a Purchase Order or any record of any other agreement that TRUMPS may have with the Customer, then the provisions of these Trading Terms shall prevail.
- 15. Expenses:** The Customer must pay to TRUMPS any costs, charges and expenses (including all stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt) incurred by TRUMPS in connection with the entry into these Trading Terms, the exercise or attempted exercise of any power, right or remedy under these Trading Terms and/or the failure of the Customer to comply with these Trading Terms.
- 16. Service of Notices and Documents:** All notices or documents required to be given to TRUMPS for the purposes of the PPSA must be given in accordance with the PPSA. Any notices or documents required to be given by TRUMPS to the Customer for the purposes of the PPSA or for any other purposes will be effectively 'given', 'served' and 'delivered' if sent by TRUMPS to the Customer by pre-paid ordinary post to any one of the following addresses: -
- (a) the last address for the Customer known to TRUMPS;
  - (b) if the Customer is a Company, the registered office or principal place of business; or
  - (c) if the Customer trades under a registered business name, any address contained on a current business extract for that business name.
- 17. Transactions:** The Customer will be liable for all transactions and expenses involving the Customer's credit account including any fraudulent use of the account by the Customer or any person authorised by the Customer to use the account or the Customer's employees, agents or contractors. The Customer will also be liable for any fraudulent use of the Customer's credit account which is directly or indirectly caused or contributed to by the Customer's negligence.
- 18. Application of Moneys Received:** If TRUMPS receives or recovers money in respect of a debt of the Customer, TRUMPS may use the money to pay off whichever debt or part of a debt TRUMPS chooses and is not compelled to apply the money as directed by the Customer or any other person.
- 19. Indemnity:** The Customer will indemnify TRUMPS in relation to any direct or indirect loss, liability or damage suffered by TRUMPS or any other person as a result of the Customer's negligence or breach of these Trading Terms.
- 20. Trusts:** These Trading Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.
- 21. Joint and Several:** If the Customer consists of more than one person, the obligations of each person are joint and several.
- 22. Severance:** Each clause, subclause and part of these Trading Terms is separate and independent. If any clause or subclause or part is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.
- 23. Waiver:** Any waiver by TRUMPS must be in writing signed by TRUMPS. In the event that TRUMPS elects not to exercise any of TRUMPS' rights arising in connection with these Trading Terms, TRUMPS' election will not constitute a waiver of any rights relating to any other breach of these Trading Terms.
- 24. Amendments:** These Trading Terms may only be amended with TRUMPS' express written agreement.
- 25. Assignment:** The Customer may not assign any agreement under these Trading Terms without TRUMPS' prior written consent.
- 26. Application of Laws:** These Trading Terms are governed by the laws of the state as determined by TRUMPS in its sole discretion. The Customer submits to and consents to the laws of the state (as determined by TRUMPS in its sole discretion) having jurisdiction over these Trading Terms.

**27. Price:**

- (a) The price of Products shall be the price specified by TRUMPS at the date of delivery plus all such taxes and levies as may be payable thereon. Reference should be made to the TRUMPS' current price list from time to time.
- (b) The prices and Product specifications contained in TRUMPS' price list are subject to change at the absolute discretion of TRUMPS and without notice to the Customer.
- (c) The Customer agrees that the delivery docket/consignment note signed, whether by any employee of the Customer or any other person signing for or on behalf of the Customer, shall be conclusive evidence of delivery.

**28. Orders**

- (a) An order for Products constitutes an offer to purchase the Products by the Customer subject to these Trading Terms.
- (b) Orders accepted by TRUMPS may not be cancelled or altered in whole or in part without TRUMPS' written consent.
- (c) TRUMPS may from time to time and at its absolute discretion vary the Trading Terms.
- (d) TRUMPS may at its absolute discretion decline any order either in whole or in part.
- (e) TRUMPS reserves the right to specify the minimum order value that will be accepted from time to time. TRUMPS may at TRUMPS' absolute discretion, supply orders below the specified minimum order value and charge a handling fee, as determined by TRUMPS, on all such orders.
- (f) In placing any order the Customer expressly represents that the Customer:
  - (i) Is solvent; and
  - (ii) Has not committed an act of bankruptcy; and
  - (iii) Knows of no circumstances which would entitle any creditor or secured creditor to appoint a receiver or which would entitle any creditor or shareholder to apply to the Court to liquidate TRUMPS or exercise any other rights over or against the Customers' assets.

**29. Discounts and/or Adjustments:** All prices will be quoted exclusive of GST. Any discounts or other terms agreed between the Customer and TRUMPS will be calculated on and applied to the purchase Price exclusive of GST. Where TRUMPS determines on reasonable grounds that an adjustment is required to the purchase Price, it will promptly issue any 'Adjustment Notes' that are prescribed by the A New Tax System (Goods and Services) Act 1999 (Cth).

**30. Warranty:**

- (a) This clause is to be read together with any benefits that TRUMPS may provide under statute.
- (b) The Customer shall immediately notify TRUMPS in writing of any defect in the Products supplied.
- (c) Nothing in these Trading Terms purports to modify or exclude the conditions, warranties, guarantees and undertakings, and other legal rights, under the Australian Consumer Law and other laws which cannot be modified or excluded. Except as expressly set out in these Trading Terms and as required by the Australian Consumer Law, TRUMPS makes no warranties or other

representations to the Customer. TRUMPS' liability in respect of these warranties, representations, undertakings and guarantees is limited to the fullest extent permitted by law. Any warranties made by TRUMPS to the ultimate consumer of the Products is solely for the benefit of the Consumer, and no Customer purchasing goods for resale shall be entitled to bring claims under any such warranties.

(d) Without limiting the above clauses:

- (i) To the extent permitted by statute, the liability, if any, of TRUMPS arising from the breach of any implied conditions or warranties, or failure to comply with a statutory guarantee under the Australian Consumer Law, in relation to the supply of Products, shall at TRUMPS' option be limited to:

- A. the replacement of the Products or resupply of the Products, or the cost of replacement or resupply of the Products; or
- B. refund of the purchase Price.

- (ii) Subject to this clause 30(d), TRUMPS shall not in any circumstances be liable to the Customer under or in connection with these Trading Terms, or in negligence or any other tort or otherwise howsoever, as a result of any act or omission in the course of or in connection with the performance of these Trading Terms, for or in respect of any excluded loss.

- (iii) Unless otherwise specified, this warranty does not cover products that have become damaged or defective as a result of improper use.

(e) Unless otherwise specified, the process for making a warranty claim as a Consumer is as follows:

- (i) Any Good subject to a warranty claim should be returned to the place of purchase for assessment by TRUMPS representative. The Consumer is responsible for returning the Good to the place of purchase.

- (ii) The Consumer must present proof of purchase when making a warranty claim.

- (iii) The claim under a warranty (the Consumer may have additional rights under the Australian Consumer Law) will be assessed by TRUMPS, authorised distributor or representative on the basis of their product knowledge and reasonable judgment (subject to these Trading Terms) and will be accepted if:

A a relevant defect is found; and

B the warranty claim is made during the relevant warranty period.

**31. Claims/Damage:**

- (a) Any claims by the Customer for short, wrongful or damaged delivery of the Products must be notified to TRUMPS in writing within seven days after delivery of the Products to the Customer and any claim which the Customer does not notify within the time aforesaid (time being of the essence) shall be deemed to have been absolutely waived.

TRUMPS may have reference to camera footage in its warehouse, and time is of the essence.

- (b) All returns should be made in the original packing after AUTHORISATION from TRUMPS (and method of return agreed upon)
- (c) All consignments should be counted and checked for damage and/or shortage on receipt from the carrier. Any damage and/or shortage must be endorsed upon the carriers consignment note and claimed accordingly upon the carrying company.
- (d) Any claims by the Customer associated with trade promotions in relation to TRUMPS' products must be made in writing within 3 months of completion of the trade promotion and must be accompanied by copies of all documents that are necessary to justify the Customer's claim.
- (e) Any other claims for adjustment to any invoice for any reason whatsoever must be made in writing within the prescribed time periods provided by law.

**32. Return of Products:**

- (a) TRUMPS will not accept returns for credit without prior authorisation.
- (b) Any Products which the Customer returns for credit, other than defective Products and warranty claims will only be accepted if they are in the original packaging and in as new saleable order and condition.
- (c) TRUMPS reserves the right to charge a delivery fee, in its absolute discretion, if the order total value is under \$150.00.

**33. Implied Terms:**

- (a) It is hereby acknowledged by the Customer that, under the Australian Consumer Law, certain conditions and warranties may be implied in the contract between TRUMPS and the Customer and rights and remedies conferred upon the Customer and other parties in relation to Products or services which cannot be excluded, restricted or modified by agreement ("Non-excludable Rights"). The limitations below are subject to these No excludable Rights.
- (b) Subject to the clause 33(a), TRUMPS disclaims all conditions and warranties expressed or implied, and rights and remedies conferred on the Customer or other parties, by statute the common law, equity, trade, custom or usage or otherwise howsoever and all such conditions and warranties and such rights and remedies are hereby expressly excluded other than any Non-excludable Rights.
- (c) Where so permitted the liability of TRUMPS for a breach of a Non-excludable Right is limited, at TRUMPS' option, in the case of Products, to the replacement of the Products or the supply of equivalent Products or the cost of replacing the Products or of acquiring equivalent Products and, in the case of services, to the supplying of the services again or the payment of the cost of having the services supplied again.
- (d) Accordingly, subject to Clause 33(a), in no event shall TRUMPS be liable (whether before or after discharge of the contract or otherwise) for any loss or damage to the Customer howsoever arising including any loss or damage arising from or

caused or contributed to by negligence of TRUMPS, its servants or agents, nor shall TRUMPS be liable for special, incidental, indirect or consequential loss or damage suffered by the Customer as a result of a breach by TRUMPS of its obligations or otherwise including but not limited to economic or moral loss, loss of profits or revenue or costs arising from such breach.

**34. Indemnity:** Subject to Clause 33, the Customer shall indemnify and keep indemnified and hold TRUMPS harmless from and against all liabilities, losses, damages, costs or expenses incurred or suffered by TRUMPS, and from and against all actions, proceedings, claims or demands made against TRUMPS, arising from one or more of the following:

- (a) As a result of the Customer's failure to comply with any laws, rules, standards or regulations applicable in relation to the Products or the use of the Products;
- (b) As a result of any other negligence or other breach of duty by the Customer; or
- (c) As a result of any compliance or adherence by TRUMPS with any instructions of the Customer in relation to the Products or their manner of fabrication.

**35. Rights in relation to the Products:**

- (a) In connection with the Products while they remain the property of TRUMPS, the Customer agrees with TRUMPS that:
  - (i) The Customer has no right or claim to any interest in the Products to secure any liquidated or unliquidated debt or obligation TRUMPS owes to the Customer;
  - (ii) The Customer cannot claim any lien over the Products;
  - (iii) The Customer will not create any absolute or defeasible interest in the Products in relation to any third party except as may be authorised by TRUMPS;
  - (iv) Where the Customer is in actual or constructive possession of the Products:
    - A. The Customer will not deliver them or any document of title to the Products to any person except as directed by TRUMPS; and
    - B. It is in possession of the Products as a bailee of those Products and owes TRUMPS the duties and liabilities of a bailee.
- (b) In connection with the Products, TRUMPS states to the Customer that:
  - (i) TRUMPS has the right to supply the Products to the Customer;
  - (ii) The activities of the Customer in supplying the Products do not infringe the rights of the owner of the Products (where TRUMPS is not the owner of the Products); and
  - (iii) If the Products are not owned by TRUMPS, that TRUMPS is authorised to supply the Products to the Customer.

**36. Withholding Supply:** TRUMPS reserves the right, irrespective of whether or not an order has been accepted and without notice to the Customer, to withhold supply to the Customer and TRUMPS will not

be liable for loss or damage resulting directly or indirectly from such action where:

- (a) TRUMPS has insufficient Products to fill the order;
  - (b) The Products ordered have been discontinued; or
  - (c) TRUMPS has determined in TRUMPS' absolute discretion that credit should no longer be extended to the Customer.
- 37. Modifications of labels:** The Customer may not, without TRUMPS' written consent, alter, remove, or obliterate any labels which TRUMPS attaches to the Products.
- 38. Performance and Representations:** The Customer acknowledges that neither TRUMPS nor any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in writing whether as to the fitness of the Products for any particular purpose or any other matter.
- 39. Default in Payment:** TRUMPS will treat any default by the Customer in payment of any monies due to TRUMPS as a breach of these Trading Terms. TRUMPS reserves the right thereupon to cease work on the relevant order and all other orders placed by the Customer and hold all the Customer's work until the due payment or payments on all moneys owed are made. Recurring payments default may, at TRUMPS' discretion, lead to the Customer's account with TRUMPS being closed and any further order placed by the Customer and accepted by TRUMPS will only be processed when prepaid at TRUMPS' absolute discretion.
- 40. Customer's Acknowledgment:** The Customer acknowledges that the Products are not of a kind ordinarily acquired for private use or consumption but are acquired for business purposes.
- 41. Intellectual Property Rights:** The Customer warrants that any design or instruction furnished to TRUMPS shall not be such as will cause TRUMPS to infringe any intellectual property rights (including patents, registered designs, trademarks, copyright, confidential information and the like) in the execution of the Customer's order and the Customer agrees to indemnify TRUMPS against any infringement or unauthorized use of the intellectual property rights arising out of the manufacture or use of the Products and it is especially agreed that the sale and purchase of Products does not confer on the Customer any license or rights under any intellectual property rights which is the property of TRUMPS.
- 42. Notices:** Any notice to be given by the Customer to TRUMPS shall be sent to TRUMPS' Principal Place of business as recorded by TRUMPS' database maintained by ASIC from time-to-time. No notice shall be deemed to have been given until it is actually received at such address.
- 43. Clerical Errors:** TRUMPS reserves the right to correct clerical errors without notification.
- 44. Definitions & interpretation:** In these Trading Terms unless the context requires otherwise:

- (a) **"Credit Terms"** means the General Credit Terms annexed to the Application for a Commercial Trading Account, as amended from time to time.

- (b) **"Credit-related information"** includes "credit information", "credit reporting information", "credit eligibility information" and/or "regulated information" (as the context permits) within the meaning of those terms in the Privacy Act.
  - (c) **"Customer"** means the customer whose details appear in the Application for a Commercial Trading Account and the Customer's subsidiaries, holding companies and other related entities, or (if no Application for Commercial Trading Account has been completed) any person or entity who places an order for and/or receives Products supplied by TRUMPS.
  - (d) **"Event of Default"** means any of the following events:
    - (i) the Customer fails to pay for any Products and Services in accordance with the Credit Terms and/or these Trading Terms, and/or the Customer otherwise breaches the Credit Terms and/or these Trading Terms;
    - (ii) if the Customer is in breach of any obligations under the Credit Terms and/or these Trading Terms and/or any other agreement between the Customer and TRUMPS;
    - (iii) the Customer ceases or threatens to cease carrying on business;
    - (iv) if the Customer is a company: an order is made or a resolution is effectively passed for winding up of the Customer, or the Customer goes into liquidation, or the Customer stops payment or is deemed unable to pay the Customer's debts within the meaning of the Corporations Act 2001 (Cth); if the Customer is a natural person: an order is made for the Customer's bankruptcy, or the Customer dies or becomes mentally or physically incapable of managing his or her affairs.
  - (e) **"Officer"** means each director, secretary, credit manager and authorised representative of TRUMPS; and
  - (f) **"Privacy Act"** means the *Privacy Act 1988 (Cth)* as amended from time to time.
  - (g) **"Products"** includes all Products and Services supplied by TRUMPS to the Customer.
  - (h) **"Trading Terms"** means these Terms and Conditions of Trade
- 45. Interpretation:**
- (a) In these Trading Terms, unless the context requires otherwise, all references to a party include the party's successors and permitted assigns.
  - (b) No provision of these Trading Terms will be construed adversely against a party solely because the party was responsible for drafting the provision.