

Mithree Trading Australia Pty Ltd

ABN 43 003 659 970 | ACN 003 659 970

3/112 Lilyfield Rd, Lilyfield, NSW 2040

Phone: (02) 9555 4600

Email: accounts@mithree.com.au

Website: www.mithree.com.au



This form must be completed in BLOCK CAPITALS.

To avoid delay in processing, please ensure you supply all information, sign, seal and deliver this document to the company.

IMPORTANT: 1. A photocopy of all directors/partner's current Australian driver's licence must be provided.

2. (*) Required fields must be completed.

Credit Application Form

(A) Company / Customer Details <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Others: _____			
Company / Application Name*:			
Trading Name / Business Name:			
ACN*:	ABN*:	Date of business owned: / /	
Nature of Business: <input type="checkbox"/> Hotel <input type="checkbox"/> Restaurant <input type="checkbox"/> Catering <input type="checkbox"/> Retail <input type="checkbox"/> Wholesaler <input type="checkbox"/> Manufacturer <input type="checkbox"/> Others: _____			

Physical Address*:	Suburb:	State:	Postcode:
<input type="checkbox"/> Owned <input type="checkbox"/> Leased			
Postal Address*:	Suburb:	State:	Postcode:
Delivery Address*:	Suburb:	State:	Postcode:
Email Address*:			
Phone No.*:	Fax No.:	Mobile No.:	

Purchaser Contact Details			
Name:	Email Address:		
Phone No.:	Fax No.:	Mobile No.:	

Accounts Details			
Name:	Email Address:		
Phone No.:	Fax No.:	Mobile No.:	
Credit Term Requested: Limit \$ _____ Term: <input type="checkbox"/> COD <input type="checkbox"/> 7 DAYS <input type="checkbox"/> 14 DAYS <input type="checkbox"/> 30 DAYS			
Bank and Branch:		BSB:	Account No.:

(B) Director's / Owners / Trustee / Partners details*			
(1.) Name*:			Date of Birth: ___ / ___ / ___
Private Residential Address*:		Suburb:	State: Postcode:
Driver's Licence No.*:	Phone No.:		Mobile No.:
(2.) Name*:			Date of Birth: ___ / ___ / ___
Private Residential Address*:		Suburb:	State: Postcode:
Driver's Licence No.*:	Phone No.:		Mobile No.:
(3.) Name*:			Date of Birth: ___ / ___ / ___
Private Residential Address*:		Suburb:	State: Postcode:
Driver's Licence No.*:	Phone No.:		Mobile No.:

(C) Trade References* (please provide at least two referees from with whom the Customer is currently buying on account basis, i.e. not COD)		
Company Name	Address	Phone / Fax / Email
(1)		
(2)		
(3)		

(D) Signature PLEASE READ THIS BEFORE SIGNING

- (1) If the Customer is a company, a director of the Customer must sign, and by signing warrants that he/she is authorised to bind the Company.
- (2) If the Customer is a partnership, each partner of the Customer must sign, and warrants that he/she is authorised to bind the Partnership.
- (3) If the Customer is an individual person, that person must sign.

I certify that above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (attached) of Mithree Trading Australia Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Application Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act Authority clause therein.

I agree that if I am a director/owner/partner/trustee of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.

(1) Full Name: Position:	(2) Full Name: Position:	(3) Full Name: Position:
Sign: ➤	Sign: ➤	Sign: ➤
Date:	Date:	Date:

OFFICE USE ONLY		
Has Customer fully completed: PART A: (Y / N), PART B: (Y / N), PART C: (Y / N), PART D: (Y / N), Guarantee (page over): (Y / N)		
Comments: _____		
Approved by (Name) :	(Signature) :	(Date) : / /
Account No.:	Approved Credit Limit: \$	Payment Terms:

(E) Guarantee by Company Directors, Partners and Trustees

PLEASE READ THIS FIRST

- (1) It is only necessary to complete this Guarantee if the Customer is a company, partnership or trustee.
- (2) The Guarantee must be completed and signed by at least 2 individuals who shall be, as applicable either directors, shareholders, partners or trustees in their personal capacity.
- (3) The Guarantee is given in favour of all divisions of Mithree Trading Australia Pty Ltd, which might at any time supply goods or services to the Customer.
- (4) If the Customer already owes money to Mithree, this Guarantee is given both for what is already owing and for what will become owing in future.

To: Mithree Trading Australia Pty Ltd – ABN 43 003 659 970 and its related bodies corporate (as defined in the Corporations Act)

In consideration of Mithree at our request agreeing to supply or continue to supply goods and services to the Customer.

Full Legal Name of Customer			
Trading Name / Business Name			
Company and Business Numbers	ACN:	ABN:	
Full Legal Name of each Guarantor	(1)	(2)	(3)
Full Address of each Guarantor			
Australian Drivers Licence-copy	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

The Guarantor or We hereby agree with Mithree as follows:

1. We guarantee the punctual payment to Mithree of all the money which is now or in the future owing to Mithree by the Customer in connection with the supply of goods or services by Mithree to the Customer, and interest payable on that money (Guaranteed Money).
2. We acknowledge that the terms agreed between Mithree and the Customer may oblige the Customer to pay for the goods in full within the timeframe notified in writing by Mithree to the Customer from time to time. We agree to give this guarantee regardless of the timeframe which Mithree notify to the Customer from time to time as the payment timeframe.
3. We will pay to Mithree, immediately Mithree demand that we pay, any amount of the Guaranteed Money which the Customer has not paid by its due date.
4. We agree that:
 - A. This document is a continuing guarantee for the whole of the Guaranteed Money;
 - B. Our liability for the Guaranteed Money is joined and several if there is more than one Guarantor;
 - C. Mithree may act against each Guarantor or any number of Guarantors as though we were the principal debtor in place of the Customer;
 - D. We waive all our rights as surety which is inconsistent with this document;
 - E. For the purposes of securing our liabilities and obligations under this Guarantee, We each hereby charge all of our real property both present and future (excluding any real property in South Australia), with the due and punctual payment and the due, punctual and complete performance of liabilities and obligations under this guarantee we consent and authorise Mithree to register a caveat or caveats against such properties, recording its interest under this guarantee; and
 - F. Any amendment of the terms of the Customer’s contract with Mithree which may be carried out by Mithree notifying the Customer of the amendment and that notification of the amendment of the terms to the Customer is deemed to be adequate notice of the amendment on us.
5. Our obligations and liabilities under this document are not affected by:
 - A. Any agreement between Mithree and the Customer being wholly or partly unenforceable;
 - B. Any release of the Customer by Mithree;
 - C. Any variation to the amount or the terms on which Mithree provide credit or of any agreement between Mithree and the Customer;
 - D. Mithree granting any time to pay or other indulgence to the Customer;
 - E. Negligence or mistake by Mithree;
 - F. The failure or refusal of any person intended to be a Guarantor to sign a guarantee of the Guaranteed Money;
 - G. The credit limit determined by Mithree from time to time or the fact that the guaranteed Money exceeds any such credit limit;
 - H. Mithree taking, failing to take or perfect, discharging, varying, substituting, dealing with or losing any security for the Guaranteed Money;
 - I. Mithree refusing to supply further goods or services to the Customer; or
 - J. Anything else which might prejudice or discharge our liability under this document.
6. We will pay to and indemnify Mithree against failure to pay any of the Guaranteed Money together with all costs and expenses incurred by Mithree in relation to enforcing this guarantees and/or all costs and expenses associated with the recovery of any moneys due and payable under this Guarantee, including legal cost on an indemnity and/or solicitor/own client basis (whichever is the higher) and any mercantile agent/or debt collection fee on an indemnity basis.
7. Any one of us may only revoke our guarantee for further transactions by giving prior written notice forwarded prepaid post addressed to Mithree at its registered office in New South Wales and such notice shall only take effect on one month after it has actually been received by Mithree.
8. This Guarantee will render each of us liable to reimburse Mithree for any monies which Mithree may have to pay or elect to pay to any liquidator or administrator of the Customer in response to any claim they have make against Mithree.
9. This Guarantee shall bind each of us jointly and severally and take effect as a deed immediately we sign it, regardless of whether or not others who we may have understood were to sign this Guarantee (inducing any persons named above) actually ever do so.
10. We understand that a guarantee is an important document and that we have had the opportunity to obtain legal advice on our obligations and financial advice in relation to the Customer.
11. In accordance with s.18K(1)(c) of the Privacy Act, I authorise Mithree to obtain from a credit reporting agency, a credit report containing personal information about me to assess whether to accept me as a guarantor for credit applied for, or provided to , the Customer. I agree that if Mithree approve the Customer’s application, this authorisation remains in force until the credit facility covered by the Customer’s application ceases.

Guarantor*

Date

Independent Witness**

➤ _____	____/____/____	➤ _____	
Guarantor’s Signature	Full Name (Print)	Independent Witness’s Signature	Full Name (Print)
➤ _____	____/____/____	➤ _____	
Guarantor’s Signature	Full Name (Print)	Independent Witness’s Signature	Full Name (Print)
➤ _____	____/____/____	➤ _____	
Guarantor’s Signature	Full Name (Print)	Independent Witness’s Signature	Full Name (Print)

*The Guarantee must be signed by individuals. **The witness must be fully independent. The witness cannot be an employee or representative of Mithree, or another Guarantor

MITHREE TRADING AUSTRALIA PTY LTD – TERMS AND CONDITIONS OF TRADE

Privacy Act Authority

The privacy of your personal information is important to Mithree Trading Australia and we will ensure that it is held, used and disclosed consistently with the Privacy Act 1988(Act) which is binding on us. The following is an outline of certain matters relating to the collection and use by Mithree and the disclosure of your personal information to Mithree in connection with this application for credit. Full details can be found in our privacy policy which is available on request.

Subject always to the provisions of the Act and to the extent it applies:

Collecting your personal information

Mithree collects personal information to assess this application for credit and if it is approved, to provide the goods and/or services requested. Without this information Mithree may not be able to consider the application and/or provide the goods and services or credit.

Using and disclosing personal information

By submitting the credit application, the Customer (if a sole trader) and the Directors and Partners acknowledge and agree that Mithree may:

1. Give a credit reporting agency certain personal information including:
 - your personal identifying details;
 - the fact that this application for credit has been made and the amount;
 - payment which become overdue for more than 60 days and for which recovery steps have commenced;
 - advice that payments are no longer overdue;
 - payments including cheques, credit cards and direct debits which have been dishonoured;
 - court judgements or bankruptcy orders made against you; that, in the opinion of Mithree, you have committed a serious credit infringement; and
 - when Mithree ceases providing service to you.
2. Seek from or give you, persons (including your nominated trade referees, your creditors, bankers' financiers, credit providers, mortgage and trade insurers and/or credit reporting agencies), reports, information or opinions about your credit worthiness, credit standing, credit history or credit capacity and make any other inquiries as Mithree considers reasonably necessary for such purposes;
3. Use and disclose your personal information to help it provide or tell you about products or services which may be of interest to you; for internal administration and operations; for market or customer satisfaction research;
4. Give to a guarantor or intending guarantor of the proposed credit account such personal information about your credit worthiness, history, standing, and capacity relating to the subject of the guarantee, as is necessary for the entry into or enforcement or proposed enforcement of the guarantee;
5. Disclose your personal information to government or regulatory bodies or otherwise where this is required or authorised by law; to persons or entities involved in maintaining, reviewing and developing Mithree's business systems, procedures and infrastructure; to debt collecting agencies, and to Mithree's agents, contractors and advisers.

Accessing your personal information

You may access your personal information that we hold (expect in the limited circumstances recognised by the Act). If you wish to access or update your personal information (eg, to change your address), please contact Mithree Trading Australia Pty Ltd by writing to the address, PO Box 740 Broadway NSW 2007.

Agreement

The customer:

1. applies to Mithree for a credit facility;
 2. acknowledges it has read and understood the Standard Terms and Conditions of Supply and agrees to comply with those Standard Terms and Conditions of Supply as amended from time to time;
 3. agrees that if it enters a direct debit arrangement, it is bound by the terms and conditions of the Direct Debit Service Agreement;
 4. agrees that Mithree may withdraw further credit at any time without notice;
 5. where it comprises more than one person or company, agrees that each such person and company is jointly and severally liable for all or any monies owing by the Customer from time to time to Mithree
 6. agrees that the obligation to pay will be continuing obligation notwithstanding any change in the constitution of the Customer and all parties excluding Mithree to this agreement are deemed to be the customer.
 7. warrants that all information provided in the application form is complete, true and correct and acknowledges that Mithree has relied on this information in considering whether to approve the application for credit; and
 8. agrees that where Mithree has extended credit Mithree may require the Customer to provide security in the form of cash, retention moneys; an irrevocable and approved unconditional bank guarantee from a financial institution approved by Mithree; or other form of security in the amount and form as determined by Mithree from time to time
- (Security). This Security provided under this agreement is for due and proper performance of this agreement by the Customer. Mithree may have recourse to the Security provided by the Customer in respect of an amount due and payable, or which

Mithree reasonably believes is due and payable, by the Customer to Mithree under or in connection with this agreement which remains unpaid. Mithree shall not be liable for any loss occasioned by such recourse.

Standard (Supply) Terms & Conditions

1. Definitions and interpretation

1.1. **Confidential Information** means any trade secrets, know-how, technical, scientific, commercial, financial, product, market or pricing or other information of or about Mithree in the Order or to which Customer gains access in connection with this Contract;

Contract means the contract entered into between Mithree and Customer for the Supplies pursuant to an Order and these terms;

Customer means the customer nominated in the Contract and any of its officers, employees, agents, contractors or sub-contractors;

Goods means any goods to be supplied by Mithree to Customer;

Intellectual Property means all intellectual property rights throughout the world, whether present or future, registered or unregistered, including the right to apply for registration of any such rights;

Loss means any damage, loss, liability, cost, charge, expense, penalty, outgoing or payment (whether direct or indirect, consequential or incidental) and includes any economic loss or damage; loss of reputation; loss in connection with any claim against Mithree by any person; loss of revenue or actual or potential profits; any costs of repair; lost opportunity, including the opportunity to enter into complete an arrangement with a third party; and legal costs and expenses on a full indemnity basis;

Order means the order for the Goods created or accepted by Mithree;

Price means the price of the Supplies excluding GST;

Services means any services to be supplied by Mithree to Customer;

Specifications means Mithree's specifications for Goods;

Supplies means the Goods and/or Services (as the case may be).

1.2. Specifying anything after the words "including" or similar expression does not limit what else is included unless express wording to the contrary.

2. Orders and Specifications

1. No order for Goods or Services submitted by Customer is an Order until confirmed in writing by Mithree.

2. No Order may be cancelled by Customer except with the written agreement of Mithree and on terms that Customer indemnifies Mithree against any Loss Mithree pays, suffers, incurs or is liable for as a result of cancellation.

3. Customer agrees that these terms apply to the Contract to the exclusion of any other terms, including any on printed documents issued by Customer at any time and are in addition to all other rights which Mithree may have at law. Any waiver by Mithree of any right is not a waiver of any other or future rights Mithree may have.

4. If Goods are to be manufactured or processed by Mithree in accordance with a specification submitted or varied by Customer, Customer indemnifies Mithree against any loss Mithree pays, suffers, incurs or is liable for in connection with any claim as a result of Mithree's use of such specification.

5. Mithree may make any changes to the Specifications, the specifications of the Supplies or any packaging including conforming to safety or other statutory requirements.

6. If an order for Supplies is placed by Customer or its agent outside of any agreed minimum lead time, Mithree shall not be obliged to accept such order, but if Mithree does accept, Customer is obliged and agrees to pay all additional costs or expenses incurred by Mithree, including those associated with delivery, increases in pricing or any other.

3. Price and GST

3.1. Unless the context indicates otherwise, terms defined or used in A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as in that Act.

3.2. Unless varied by Mithree or required by law, Price is exclusive of GST.

3.3. Any rebates, discounts, allowances or other reductions in price calculated by reference to the sales value to which Customer is entitled or which are granted by Mithree (Discounts) are to be calculated on the Price.

3.4. Unless expressly stated to be inclusive of GST, the consideration for any taxable supply made by a party (Supplier) under or in connection with these Terms does not include GST and may be increased by the Supplier by an adjustment equal to the GST payable on that taxable supply. If an adjustment event occurs the Supplier must issue an adjustment note to the recipient and the difference between the GST payable on the supply (taking into account any adjustments) and the amount of GST included in the price for the supply must be paid by or refunded to the recipient, as applicable. Any amount to be reimbursed or indemnified in connection with these Terms must be reduced by an amount equal to any input tax credit to which the party being reimbursed is entitled in respect of that amount.

3.5. Mithree reserves the right, at any time before delivery, to increase the Price goods to be supplied under an agreement to which these Terms apply for the sale, purchase and supply of a quantity of Goods over a period of time and notwithstanding anything contained in such agreement) to, among other things, reflect any increase in costs to Mithree which are due to any factor (including a significant increase in the costs of, or shortages or the unavailability of, labour or materials, the increase or imposition of any tax, duty or other levy. Any variation in exchange rates, any change of delivery dates, any change in quantities or specifications of the Supplies requested by Customer, or any delay caused by supply or non-supply of instructions of Customer.

3.6. Subject to clause 2.2, if Customer does not want to accept any increase in Price, Customer can elect to cease any or all future orders of Supplies from Mithree.

4. Delivery

4.1. Delivery of Goods to Customer occurs, in the case of Goods to be collected by Customer from Mithree's at the agreed time for collection, or in the case of Goods to be delivered at the time Mithree tendered delivery of the Goods. Any time which Mithree quotes for delivery of Supplies is an estimate only.

4.2. Customer bears all costs associated with the provision of the Supplies including any government taxes, duties or imposts, unless stated otherwise in the Order.

4.3. Where Customer fails to collect or take delivery of Supplies at an agreed time Mithree may charge Customer a service fee.

4.4. Any containers used for the delivery of Goods or other equipment of Mithree provided for use by Customer (Equipment) at all times remains the property of Mithree and title does not pass in any circumstances. Customer must keep the Equipment clean and undamaged and return in good condition post-delivery of Supplies.

4.5. Customer must accept and pay for, in fulfilment of an Order, delivery of +/- 5% of the quantity specified in an Order and must pay for the quantity actually delivered.

5. Payment

5.1. Where Mithree has agreed to extend credit to Customer, Customer must pay for the Supplies in full within 15 days from the end of the month in which the Supplies were supplied, unless otherwise determined by Mithree, however Mithree may require Customer to pay cash in full prior to delivery at any time.

5.2. Discounts will be credited to Customer by Mithree, Customer cannot deduct any Discounts from moneys owing by it to Mithree, Customer must pay Mithree in full for Supplies delivered even if a delay in the delivery of the Supplies or Customer disputes the quality, quantity or condition of Supplies delivered or provided. Mithree is entitled to set off any sums owned by it to Customer against the Price.

5.3. If Customer has not paid in full by the due date Mithree may, without limiting any other rights, charge Customer interest on the overdue moneys at the cash rate (displayed about 11.00 am Sydney time on the Reserve Bank of Australia website on the date of delivery) plus 2%, from delivery of the Supplies until paid in full, and take action against Customer for the Price for which payment has not been made, even though title in the Goods remains with Mithree.

6. Risk & Title

6.1. Risk of loss or damage to the Goods passes to Customer on delivery.

6.2. Until Customer has paid for the Goods in full and also paid all other moneys due and payable to Mithree, title in the Goods remains with Mithree, customer holds the Goods as bailee of Mithree and must ensure the Goods are properly stored, separate from all other goods, protected, readily identifiable, clearly marked as owned by Mithree and fully insured for an amount not less than the Price.

6.3. If Customer sells the Goods or any goods incorporating or processed using the goods (Processed Goods) to customers, Customer in its position as fiduciary assigns to Mithree the benefit of any claim against the customers and will hold on trust in a separate identifiable account, and account to Mithree for all proceeds of sale or such part of the proceeds of sale as is equivalent to the Price of the goods incorporated or used in the Processed Goods. Mithree has the rights to such proceeds whether or not held in a separate identifiable account.

6.4. Customer acknowledges that the Contract constitutes a security agreement under the Personal Property Securities Act 2009 (PPSA), that Mithree has security interest in the Equipment, Goods (including any Goods to be supplied in the future) and any proceeds, Mithree's rights in the Goods established under this clause 6 are a "purchase money security interest" (PMSI) and Mithree will have PMSI in proceeds of those Goods. Customer agrees to do anything required by Mithree to enable Mithree to register the security interest and to maintain the registration including by paying all costs, expenses and other charges incurred by Mithree in preparing, lodging or registering any financing statement or financing changes statement in relation to such security interest, maintaining those registrations, and enforcing any security interests.

6.5. Customer shall not charge the Goods in any way nor grant or give any interest in the Goods while they remain the property of Mithree, nor allow any third party to acquire a security interest in Goods.

MITHREE TRADING AUSTRALIA PTY LTD – TERMS AND CONDITIONS OF TRADE

- 6.6. If Customer fails to comply with any of these Terms then Customer must return any Goods on which there are outstanding amount owing on request; Customer authorises Mithree and any person authorised by Mithree to enter premises where the Goods may be located to take possession of the Goods; Mithree may retain, sell or otherwise dispose of those goods.
- 6.7. Customer agrees to the extent permitted under the PPSA, that the following provisions will not apply when enforcing these Terms: s95 and s130 to the extent it requires Mithree to give a notice to Customer; s121(4); s132(3)(d); s132(4); ss135; s142; and s143, unless otherwise agreed by Mithree and Customer will not disclose, nor authorise the disclosure of, any information of the kind described in s275(1) to any person.
- 6.8. Unless the context indicates otherwise, terms defined or used in the PPSA have the same meaning as in that Act.
- 7. **Force Majeure**
Mithree is entitled (without liability to Customer) to delay, vary or cancel the performance of any of its obligations if and to the extent that it is prevented from, hindered in or delayed in the performance of any of its obligations by normal route or means of delivery or at costs commercially acceptable to Mithree through any circumstances beyond its control including acts of God, governmental actions, strikes or other labour disputes (whether or not relating to the Company's workforce), lock-outs, accidents, war or national emergency, acts of terrorism, protests, riot, civil commotion, explosion, flood, epidemic, fire, natural disasters, extreme adverse weather, reduction in or unavailability of energy sources, breakdown of plant or machinery, restrictions or delays affecting delivery of the Supplies, default of suppliers or subcontractors, shortage or unavailability of raw materials from normal sources of supply or the amendment or coming into force of any regulatory provision affecting the import or export of the Supplies or any ingredients or materials for production of the Supplies each a Force Majeure Event.
- 8. **Shortfall, damaged and Defective Goods**
- 8.1. Goods will be considered to have been delivered in full in good condition unless Customer notifies Mithree in writing of the shortfall, damaged or defect within 2 business days of delivery.
- 8.2. If Customer gives Mithree notice under clause 8.1, it must preserve the Goods in the states in which they were delivered for 14 days after notice and at Mithree's option, allow Mithree or its representative to inspect the Goods or return some or all Goods to Mithree in the same condition as delivered, except in each case for any normal deterioration due to the passing of time.
- 8.3. Mithree is not obligated to accept return of or allow credit for Goods not sold by Customer by the use-by date for the Goods.
- 9. **Right of Entry, Resale and Termination**
- 9.1. If Customer
 - a) Enters or threatens to enter into bankruptcy or any other form of insolvency, administration, management or receivership or scheme or arrangement with its creditor;
 - b) Ceases or threatens to cease to conduct business;
 - c) Breaches any of these Terms; or
 - d) In Mithree's opinion, fails to perform its obligations in a satisfactory manner, engages in unlawful or dishonest activity or fraud, has a conflict of interest or any other misconduct; Mithree may, without affecting its accrued rights and obligations, take possession of and resell the Goods or terminate any Contract immediately by notice to Customer (without liability to Customer) and withhold or suspend any deliveries of Goods or performance of Services pursuant to the Contract.
- 9.2. Mithree may terminate any Contract at any time by giving Customer no less than 30 days' notice in writing, or if a Force Majeure Event continues for 30 days or more, on immediate notice to Customer.
- 10. **Confidential Information**
Customer must keep all Confidential Information secret unless it comes into the public domain (other than because of a breach of this Contract or any law) and must not use Confidential Information except as necessary for the purposes of this Contract. On termination or expiry of this Contract, Customer must promptly return all Confidential Information to Mithree, or destroy it if Mithree requires.
- 11. **Limitation of Liability**
- 11.1. Customer may have certain rights under the Australian Consumer Law, which is Schedule 2 to the Competition and Consumer Act 2010 (Cth) including consumer guarantees that the Goods and Services Mithree provides to Customer will be of acceptable quality, fit for the purpose disclosed and carried out by Mithree with due care and skill. These Terms do not exclude or limit these guarantees or any other statutory rights that Customer may have under applicable laws.
- 11.2. To the extent permitted by law:
 - a) All guarantees, conditions and warranties, express or implied, by law, custom or otherwise are excluded; and
 - b) Mithree's liability for any Loss arising from a breach of such guarantees, conditions and warranties, or these Terms, is limited to:
 - (1.) In the case of Goods, either replacement of the Goods, the supply of products equivalent to the Goods, the repair of the Goods, or the cost of replacing the Goods or acquiring products equivalent to the Goods, or the payment of the cost of having the Goods repaired; and
 - (2.) In the case of Services, the supply of the Services again or the payment of the cost of having the Services supplied again.
- 11.3. To the extent permitted by law, Mithree will not be liable for any Loss which Customer pays, suffers, incurs or is liable for any reason, including as a result of delay, negligence or any act, advice, matter or thing done or permitted or omitted to be done by Mithree, its employees or agents in any way connected with or arising out of these terms.
- 11.4. Customer indemnifies Mithree against any Loss which Mithree pays, suffers, incurs or is liable for in connection with any breach of these Terms, or negligence, by Customer or with Mithree exercising its rights under these Terms.
- 12. **Anti-corruption**
Customer will not directly or indirectly, in private business or public sector dealings, offer, give or agree to offer or give any payment, gift or other advantage with respect to any matters which are the subject of these Terms which would violate any anti-corruption laws or regulations; is intended to, or does, influence or reward any person for acting in breach of an expectation of good faith, impartiality or trust; or which a reasonable person would otherwise consider to be unethical, illegal or improper.
- 13. **General**
- 13.1. Mithree may vary these Terms at any time by notice to Customer
- 13.2. If any part of this Contract is or becomes illegal, void or unenforceable, this does not invalidate the rest of the Contract.
- 13.3. These Terms are governed by and construed in accordance with the laws of the State or Territory from which these Terms are sent by Mithree and each party irrevocably submits to the exclusive jurisdiction of the courts of that State or Territory.

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