



139 Main Road Sorell 7172 Tas

t: 1300 737 910 f: 03 6265 3144

w: rainbowbuilding.com.au e: [sales@rainbowbuilding.com.au](mailto:sales@rainbowbuilding.com.au)

**Quote Valid for 30 days**

25/10/2021

**Application** for Credit to Rainbow Roofing & Garages Pty Ltd (ABN 83 114 191 481) T/A Rainbow Building Solutions / **Contract**

Name of Buyer/Customer: Brendan Thorne Quote No: KING02\_251  
 Postal Address: 41 Allambie Road, Orielton, TAS, 7172  
 Site Address: 41 Allambie Road, Orielton, TAS, 7172  
 Telephone: 0499 190 096 | Mobile: | Email: [brendan.thorne.00@hotmail.com](mailto:brendan.thorne.00@hotmail.com)

**Goods** (also referred to in the General Terms & Conditions of Trade as the Collateral) sought to be purchased  
 Description of Building: 12000 x 18000 x 4500mm shed with 2 r/doors as drawn, 1 PA door, 8 polycarb sheets + safety mesh to underside.  
 Notes/Extras: -

**Design Factors: Importance Level 1 & 2, Region A, Terrain Cat 2.5 (41 m/s). Class 10a & 7b only, other POA.**  
 Other Details: Price also includes all engineers' plans, specs & slab design ready for council submission to suit soil type Class A, S & M only. Other soil types POA. Additional charges may apply for a site plan, BAL Assessment or Environmental Management Plan if required by local council. No allowance has been made for any additional loads, ie hoists, snow loads or solar panels etc. Please enquire if required.

Building type:	Gable Shed	See sketch for door and/or window opening sizes.			
	<b>Width</b>	<b>Length</b>	<b>Height</b>	<b>Roof Pitch</b>	<b>Bay Size</b>
<b>Main</b>	12.00m	18.00m	4.50m	11°	5 @ 3.6m
<b>Left Leanto</b>	NA	NA	NA	NA	
<b>Right Leanto</b>	NA	NA	NA	NA	

**Wall Cladding:** 0.42 BMT (0.47 TCT) Monoclad High Rib Colorbond®, Colorbond  
**Roof Cladding:** 0.42 BMT (0.47 TCT) Corrugated Colorbond®, Colorbond  
**Skylight:** 8 Skylights Panels, Polycarbonate Grey tint + safety mesh to underside  
**Roller Doors:** 1 x 4400H x 4110W (Opening: 4400H x 4000W) Series B Roller Door Manual Lift with Chain drive Colorbond  
 1 x 3000H x 3360W (Opening: 3000H x 3300W) Series A Roller Door Manual Lift Colorbond  
**PA Doors:** 1 x PA Door 820w x 2040h, 180 deg outward opening Colorbond  
**Windows:** No Windows  
**Glass Sliding Doors:** No Glass Sliding Doors  
**Roof Vents:** No Roof Vents  
**Barge:** Garage Barge, Colorbond  
**Gutter:** Square Gutter High Tensile, Colorbond  
**Down Pipes:** Downpipe 90mm Round, Colorbond - downpipes/plumbing connection by others  
**Wall Insulation:** No Insulation.  
**Roof Insulation:** No Insulation.

<b>Kit Total</b> - delivered to site:	\$40,030.00
<b>Deposit</b> - required to secure engineering plans and order building (20%) (Payable upon signing contract)	\$8,010.00
<b>Kit Balance</b> - payable upon 7 days after notification or before delivery to site – whichever occurs first	\$32,020.00
<b>Council Approvals</b> - including site plan (Form 35), planning approval incl. advertising, private building surveyor, building notification fees, TasWater Exemption, admin fee. A signed Agent Authorisation form is also required: (Payable upon signing contract.)	\$4,390.00
<b>Concrete Slab</b> - assuming cleared and level ground with maximum fall +/- 100mm (excavation POA), stable soil, no allowance for rock breaker or rock removal. Includes concrete pump. Finished slab height (FFL) to be 150-200mm minimum above ground level (NGL). Subject to site inspection. (Payable upon completion of the works)	\$44,620.00
<b>Installation</b> - onto existing concrete slab, mains power required on site at all times (generator \$150 extra per day if no mains). Installed in accordance with WHS Act & Regulations 2012 using scissor lift and crane hire as required. Down pipes and plumbing connection by others: (Payable upon completion)	\$31,290.00
<b>Grand Total (inc GST):</b>	<b>\$120,330.00</b>

To convert this quote into a contract of sale please complete the information below and contact us:



25/10/2021

Quote No: KING02\_251

<b>Order before Council Approval</b> <input type="checkbox"/> I understand that I am liable for the building regardless if I receive Council approval or not. Any cancellations or change to size or colour will not be accepted <u>after</u> 24 hours of ordering.	<b>Await Council Approval</b> <input type="checkbox"/> <b>Condition subsequent:</b> I understand that upon acceptance of this Application by the Seller this Contract comes into being provided always that this Contract thereafter automatically terminates; (a) if the Local Council rejects my application for approval for the construction of the building for which the Goods/collateral sought to be purchased are to be used, then upon such rejection, I am entitled to a refund of my deposit less the cost of engineering plans & certificates retained by you for the cost of the plans; or alternatively (b) in the event that any Credit Report obtained by you is not favourable, (and thereafter you do not accept this application); I am entitled to a refund of my deposit less the cost of engineering plans & certificates. (c) in the event of any published price variations whilst awaiting for council approval or otherwise the contracted price may vary during this time.
<b>Order Products Now</b> <input type="checkbox"/> Date: _____ Initials: _____	
I certify that the above information is true and correct and that I am authorised to make this Application for credit. In accordance with the Privacy Act (1988) I authorise any person or company to give information as may be required in response to credit inquiries. I have read and understand the GENERAL TERMS AND CONDITIONS OF TRADE (overleaf) of Rainbow Roofing & Garages Pty Ltd which form part of, and are intended to be read in conjunction with this Application / Contract and I agree and where the signatory is the agent of the Buyer the signatory warrants that the Buyer agrees to abide by the conditions and agree to be and is hereby bound by the GENERAL TERMS & CONDITIONS OF TRADE of Rainbow Roofing & Garages Pty Ltd set forth overleaf AND the same form part of and are intended to be read in conjunction with this Application/Contract and authorisation.	
Rainbow Signature: _____ Full Name: Nick Smith Date: _____	Customer Signature: _____ Customer (Referred to the General Terms & Conditions of Trade as The Buyer) Full Name: Brendan Thorne Date: _____

**Optional Extras:** Not already included in price, unless otherwise stated specifically on page 1:

Tick as many as applicable:

<b>Foam Cell Shed Liner – 4.0mm</b> Reflects up to 95% radiant heat, allowing for cooler internal conditions in hot and humid climates. No support mesh required. Not suitable for commercial buildings. Extra Heavy Duty (EHD) rating, providing maximum strength and durability. Aids in the prevention of condensation. Includes a 150mm foil flap to maximise coverage and requires no taping for rapid installation. Incorporates an anti-glare coating on one side for added install safety.	<b>Wall Insulation:</b> \$3,400.00	<b>Wall Installation:</b> \$3,920.00 - Install (If needed)	<input type="checkbox"/>
	<b>Roof Insulation:</b> \$2,720.00	<b>Roof Installation:</b> \$2,920.00 - Install (If needed)	<input type="checkbox"/>
<b>Foam Cell Multipurpose– 8.4mm</b> 3-in-1 multipurpose solution: insulation + thermal break + vapour barrier. No support mesh required. Reflects up to 95% radiant heat, allowing for cooler internal conditions in hot and humid climates. Suitable for walls & roof up to Bushfire Attack Level (BAL) 40. Aids in the prevention of condensation. Includes a 150mm foil flap to maximise coverage and requires no taping for rapid installation.	<b>Wall Insulation:</b> \$4,600.00	<b>Wall Installation:</b> \$3,920.00 - Install (If needed)	<input type="checkbox"/>
	<b>Roof Installation:</b> \$3,680.00	<b>Roof Installation:</b> \$2,920.00 - Install (If needed)	<input type="checkbox"/>
<b>Remote operated roller door motors</b> Merlin MR855evo - for smaller roller door Grifco Security+ 2.0 GLD-RDO - for larger roller door -all units above come with 2 keychain remotes + 1 wall mount remote	\$450.00 \$990.00 \$220 - install each		<input type="checkbox"/>
<b>Dust and vermin flashing to slab/wall junction</b> A strong steel Colorbond® (to match the wall colour) perimeter edging. Helps prevent rain, wind, dust, vermin, snakes and vegetation entering through the ribs of wall cladding. Also helps seal up bottom of wall cladding up to BAL40. Comes in approx. 1.0 – 4.0m lengths. To be installed at point of construction.	\$12.50 per lineal metre \$10.00 install per lineal metre (if required)		<input type="checkbox"/>
<b>Roof whirly birds in colorbond</b> 300mm throat diameter ventilators exhaust hot air trapped in the roof space and lowers inside temperatures. Dampness and condensation are removed helping prevent mould and mildew. Suitable on all roof pitches Provides natural ventilation powered by the wind.	\$140.00 Each. \$150.00 install per each.		<input type="checkbox"/>

## The Rainbow Guarantee

*Rainbow guarantees to deliver your shed in full, every time.\**



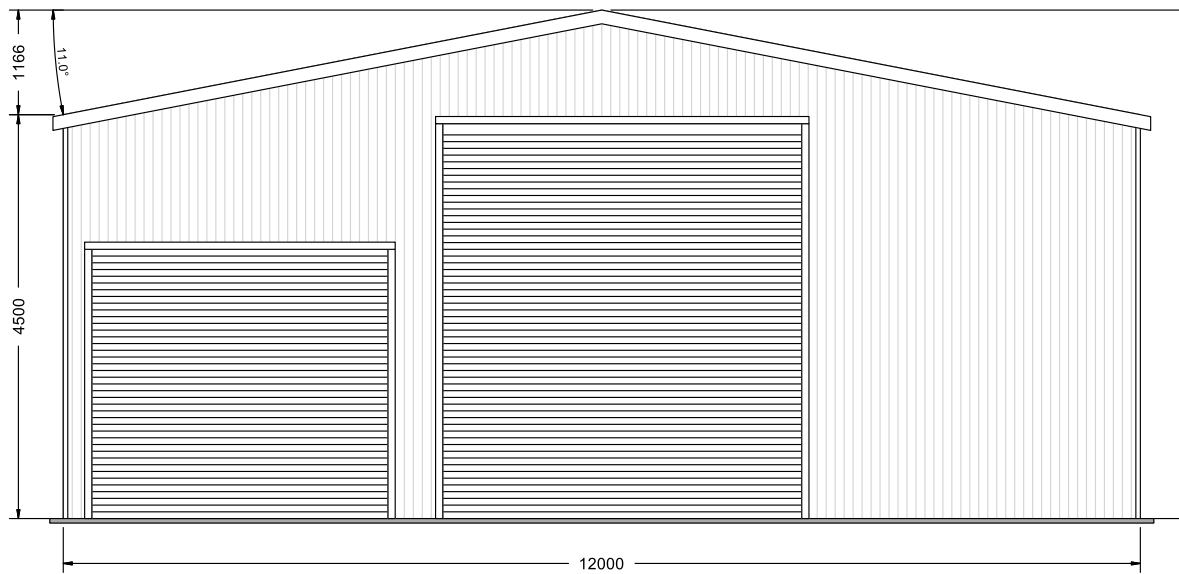
As an independent Tasmanian owned and operated business, Rainbow has developed a strict and thorough quality control and detailed checking system over the past decade - to help reduce and even eliminate the chance of damaged or missing parts in each and every shed we deliver. We are so confident that everything will be delivered to site as expected, that if you do discover a discrepancy, just call us and we will make it our top priority to immediately rectify the situation. Rainbow will be responsible for the cost of repair or replacement of parts and delivery for an appropriate resolution. Together with our 15 year BlueScope Steel Warranty, we believe in solid measures to guarantee you get exactly what you expect in a Rainbow shed, and enjoy it for years to come.

\*Conditions apply, visit <http://www.rainbowbuilding.com.au/terms-and-conditions/>

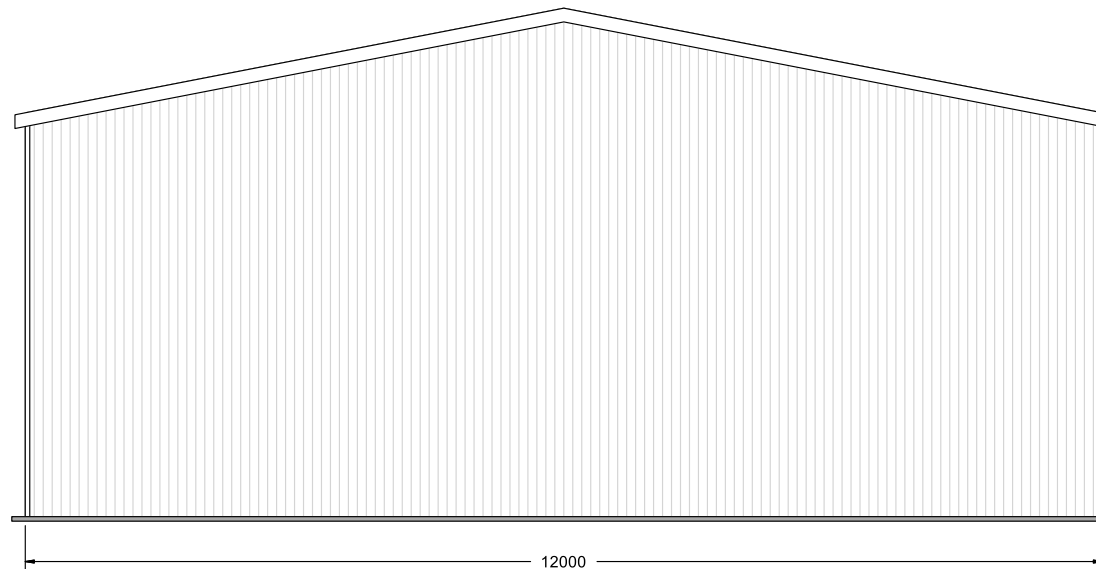
COLORBOND®, BlueScope, the BlueScope brand mark and ® colour names are registered trade marks of BlueScope Steel Limited. Activate™ and ™ colour names are trade marks of BlueScope Steel Limited. © 2014 BlueScope Steel Limited ABN 16 000 011 058. All rights reserved.

- 1 Definitions**
- 1.1 "Seller" shall mean Rainbow Roofing & Garages Pty Ltd and its successors and assigns.
- 1.2 "Buyer" shall mean the Buyer or any person acting on behalf of and with the authority of the Buyer.
- 1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Buyer on a principal debtor basis.
- 1.4 "Collateral" means "goods" as herein after first defined.
- 1.5 "Goods" shall mean Goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.6 "Services" shall mean all services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra).
- 1.7 "Price" shall mean the cost of the Goods as agreed between the Seller and the Buyer subject to clause 4 of this contract.
- 2 Acceptance**
- 2.1 Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Buyer has entered into this agreement, the Buyer's shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Buyer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.
- 2.4 None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised statements.
- 2.5 The Buyer undertakes to give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Buyer's name and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's address, facsimile number, or business practice).
- 3 Goods**
- 3.1 The Goods are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by the Seller to the Buyer.
- 3.2 Plans supplied have slab designs for soil classifications A, S & M only, engineering drawings for all other soil classes are at the expense of the Buyer.
- 4 Price and Payment**
- 4.1 At the Seller's sole discretion the Price shall be either;
- (a) as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or
- (b) the Seller's quoted Price (subject to clause 4.2) which shall be binding upon the Seller provided that the Buyer shall accept in writing the Seller's quotation within thirty (30) days.
- 4.2 Any variation from the plan of scheduled works or specifications will be charged for on the basis of the Seller's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 4.3 At the Seller's sole discretion a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods and shall become immediately due and payable.
- 4.4 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be made before the delivery date.
- 4.5 At the Seller's sole discretion, payment for approved Buyer's shall be due on last business day of the month in which the Goods were purchased.
- 4.6 At the Seller's discretion a charge may be made for storage costs, as determined by the Seller and will be shown as an extra on the invoice. Payment for all extras must be made in full at their time of completion.
- 4.7 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Buyer and the Seller.
- 4.8 The Price shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.
- 5 Delivery Of Goods / Services**
- 5.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Buyer at the Seller's address.
- 5.2 Delivery of the Goods to a carrier, either named by the Buyer or failing such naming to a carrier at the discretion of the Seller for the purpose of transmission to the Buyer, is deemed to be a delivery of the Goods to the Buyer.
- 5.3 The costs of carriage and any insurance which the Buyer reasonably directs the Seller to incur shall be reimbursed by the Buyer (without any set-off or other withholding whatever) and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Buyer's agent.
- 5.4 Where there is no agreement that the Seller shall send the Goods to the Buyer, delivery to a carrier at limited carrier's risk at the expense of the Buyer is deemed to be delivery to the Buyer.
- 5.5 Delivery of the Goods to a third party nominated by the Buyer is deemed to be delivery to the Buyer for the purposes of this agreement.
- 5.6 The Seller shall not be liable for any loss or damage caused in accessing the work site beyond reasonable control of the Seller (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas).
- 5.7 Prior to delivery of the Goods, if excavation work is interrupted by unforeseen obstacles (including but not limited to rocks, pipes, tree stumps), any additional costs will be invoiced to the Buyer as an extra.
- 5.8 The Buyer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that;
- (a) such discrepancy in quantity shall not exceed 5%, and
- (b) the Price shall be adjusted pro rata to the discrepancy.
- 5.9 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
- 5.10 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.
- 6 Risk**
- 6.1 If the Seller retains property in the Goods nonetheless, all risk for the Goods passes to the Buyer on delivery.
- 6.2 If any of the Goods are damaged or destroyed prior to property in them passing to the Buyer, the Seller is entitled, without prejudice to any of its other rights or remedies under these Terms and Conditions of Trade (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable for the Goods. This applies whether or not the Price has become payable under the Contract. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.
- 6.3 In the event that Goods are returned to, or held by, the Seller (for repair or otherwise) the Seller undertakes to maintain a reasonable duty of care towards the Goods but risk (including, but not limited to, insurance risk) in the Goods remains with the Buyer notwithstanding that property in the Goods may remain with the Seller under clause 13. Under no circumstances shall the liability of the Seller, for Goods held by the Seller, exceed the fair market value of the Goods.
- 7 Buyer's Disclaimer**
- 7.1 The Buyer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Buyer acknowledges that he buys the Goods relying solely upon his own skill and judgement and that the Seller shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Buyer and shall not be transferable to any subsequent Buyer.
- 8 Defects / Returns**
- 8.1 The Buyer shall inspect the Goods on delivery and shall within seven (7) days of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions, the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.
- 8.2 For defective Goods, which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods provided that:
- (a) the Buyer has complied with the provisions of clause 8.1;
- (b) the Seller will not be liable for Goods which have not been stored or used in a proper manner;
- 9 Warranty**
- 9.1 Subject to any restrictions set out in the Building Act 2000 and the Housing Indemnity Act 1992 and any conditions in Clause 9.2 the Seller warrants that if any defect in any workmanship manufactured by the Seller becomes apparent and is reported to the Seller within twelve (12) months of the date of delivery (time being of the essence) then the Seller will either (at the Seller's sole discretion) repair the defect or replace the workmanship.
- 9.2 The conditions applicable to the warranty given by Clause 9.1 are:
- (a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
- (i) Failure on the part of the Buyer to properly maintain any Goods; or
- (ii) Failure on the part of the Buyer to follow any instructions or guidelines provided by the Seller; or
- (iii) Any use of any Goods otherwise than for any application specified on a quote or order form; or
- (iv) The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
- (v) Fair wear and tear, any accident or act of God.
- (b) The warranty shall cease and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Seller's consent.
- (c) In respect of all claims the Seller shall not be liable to compensate the Buyer for any delay in either replacing or repairing the workmanship/Goods or in properly assessing the Buyer's claim.
- 9.3 For Goods not manufactured by the Seller, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall be under no liability whatsoever, except for the express conditions as detailed and stipulated in the manufacturer's warranty.
- 10 The Commonwealth Trade Practices Act 1974, Fair Trading Acts, Building Act 2000 and Housing Indemnity Act 1992, as they may be amended from time to time**
- 10.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
- 10.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building Act 2000 or the Housing Indemnity Act 1992, except to the extent permitted by the Act where applicable.
- 11 Buyer's Responsibilities**
- 11.1 It is the Buyer's responsibility to
- (a) arrange any demolition, cartage, electrical and plumbing contractors to prepare the site for the erection of the Goods; and
- (b) arrange and pay for all building, planning permits, insurance and fees that may be required by any public authority,
- 12 Default & Consequences of Default**
- 12.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.
- 12.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominees costs of collection.
- 12.3 Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.
- 12.4 If any account remains unpaid at the end of the second month after supply of the Goods or Services an immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.
- 12.5 In the event that:
- (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or
- (b) the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer;
- (i) then without prejudice to the Seller's other remedies at law
- (ii) the Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies; and
- (iii) all amounts owing to the Seller shall, whether or not due for payment, immediately become payable in addition to the interest payable under clause 12.1 hereof.
- 13 Title**
- 13.1 It is the intention of the seller and agreed by the Buyer that property in the Goods shall not pass until:
- (a) The Buyer has paid all amounts owing for the particular Goods, and
- (b) The Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.
- 13.2 It is further agreed that:

- (a) Until such time as ownership of the Goods shall pass from the Seller to the Buyer the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.
- (b) If the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.
- (c) The Buyer is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Buyer shall hold any proceeds from the sale or disposal of the Goods on trust for the Seller.
- (d) The Buyer shall not deal with the money of the Seller in any way which may be adverse to the Seller.
- (e) Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership of rights in respect of the Goods shall continue.
- (f) The Buyer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller.
- (g) The Seller may require payment of the Price or the balance of the Price due together with any other amounts due from the Buyer to the Seller arising out of these terms and conditions, and the Seller may take any lawful steps to require payment of the amounts due and the Price.
- (h) The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer.
- (i) Until such time the Buyer has the Seller's authority to convert the goods into other products and if the goods are so converted, the parties agree that the Seller will be the owner of the end products.
- 14 Security and Charge**
- 14.1 Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:
- (a) Where the Buyer and if there is a Guarantor, the Guarantor is the owner of land in the State of Tasmania, realty or any other asset capable of being charged, then each of them shall jointly and severally, and do hereby charge all their joint and several interest in the said land to the Seller to secure all their financial obligations due or to become due and owing pursuant to these General Terms and Conditions of Trade; and each of them do jointly and severally undertake to enter into a Mortgage of the said land or lands, as the case may be, at their own cost and expense, such Mortgage containing a Power of Sale.
- (b) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) The Buyer and in the event there is a Guarantor, the Guarantor and each of them jointly and severally irrevocably nominate and constitute the Seller's Board of Directors, or in the event that there is a sole Director, the sole Director, as their joint and several true and lawful attorney to execute any mortgages and any charges (whether registerable or not) pursuant to the provisions of Clause 14 of these General Terms of Conditions of Trade; the Seller shall be the Mortgagee and such Mortgage shall, at the option of the Seller, include the securing of the Buyer and the Guarantor (in the event there is a Guarantor) joint and several obligations due to the Seller and shall further secure the performance of all necessary acts and things including the institution of any legal proceedings agreed to be given, or owed to the Seller. The said Power of Attorney shall entitle the Donee of the Power to execute all or any documents which the Donee may consider necessary or advantageous to give effect to the provisions of Clause 14 of these General Terms & Conditions of Trade.
- 15 Cancellation**
- 15.1 The Seller may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.
- 15.2 At the Sellers sole discretion the Buyer may cancel delivery of Goods and/or Services. In the event that the Buyer cancels delivery of Goods and/or Services the Buyer shall be liable for any costs incurred by the Seller up to the time of cancellation.
- 16 Privacy Act 1988**
- 16.1 The Buyer and/or the Guarantor/s agree for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Buyer and Guarantor/s in relation to credit provided by the Seller.
- 16.2 The Buyer and/or the Guarantor/s agree that the Seller may exchange information about Buyer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
- (a) To assess an application by Buyer;
- (b) To notify other credit providers of a default by the Buyer;
- (c) To exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and
- (d) To assess the credit worthiness of Buyer and/or Guarantor/s.
- (e) The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- (f) The Buyer, and where there is a Guarantor, jointly and severally each agree, for the purpose of section 18L of the *Privacy Act 1988 (Cth)*, as amended from time to time, to the Seller, and both jointly and severally here so authorise the Seller, to obtain any credit report that the Seller may so desire, and to use the credit report and the information referred to therein including any information falling within either sections 18L(4)(a) or (b) or either of them of the *Privacy Act 1988 (Cth)* as amended, for the purposes of assessing an Application for credit by the Buyer and also for the purposes of assessing the information in that report for the purposes of determining whether to accept the Guarantor (if a Guarantor is offered or is required), as a Guarantor for the provision of credit to the Buyer.
- 16.3 The Buyer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:
- (a) provision of Services & Goods;
- (b) marketing of Services and/or Goods by the Seller, its agents or distributors in relation to the Services and Goods;
- (c) analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to provision of Services/ Goods;
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Buyer; and
- (e) enabling the daily operation of Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Services and Goods.
- 16.4 The Seller may give, information about the Buyer to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Buyer; and or,
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.
- 17 Unpaid Seller's Rights To Dispose Of Goods**
- 17.1 In the event that:
- (a) the Seller retains possession or control of the Goods; and
- (b) payment of the Price is due to the Seller; and
- (c) the Seller has made demand in writing of the Buyer for payment of the Price in terms of this contract; and
- (d) the Seller has not received the Price of the Goods, then, whether the property in the Goods has passed to the Buyer or has remained with the Seller, the Seller may dispose of the Goods and may claim from the Buyer the loss to the Seller on such disposal.
- 18 Lien & Stoppage in Transit**
- 18.1 Where the Seller has not received or been tendered the whole of the price, or the payment has been dishonoured, the Seller shall have:
- (a) a lien on the goods;
- (b) the right to retain them for the price while the Seller is in possession of them;
- (c) a right of stopping the goods in transit whether or not delivery has been made or ownership has passed; and
- (d) a right of resale,
- (e) the foregoing right of disposal.
- 18.2 provided that the lien of the Seller shall continue despite the commencement of proceedings or judgement for the price having been obtained.
- 19 Granting of a security interest in the collateral**
- 19.1 The Buyer hereby grants a security interest in the collateral to the Seller for a period of seven (7) years from the date of signing of the page overleaf by the Buyer and the Seller's representative, [and in the event that the signatures occur on different dates, the latter date].
- 19.2 The Seller may seize the collateral by any method permitted by Law, if the Buyer is in default in payment of any of the purchase money forming part of this Security Agreement and may use all reasonable force to enter into a premise to retake the collateral and further may re-sell the same at the best possible price and thereafter sue the Buyer for any monies due and payable by the Buyer to the Seller;-
- (a) under these General Terms & Conditions of Trade; Or
- (b) otherwise howsoever the same may arise The Seller may make a decision pursuant to section 117 of the
- Personal Property Securities Act 2009 (Cth)* as amended from time to time, at the Seller's own absolute and unfettered discretion.
- 20 General**
- 20.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 20.2 All Goods supplied by the Seller are subject to the laws of Tasmania and the Seller takes no responsibility for changes in the law which affect the Goods supplied.
- 20.3 The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.
- 20.4 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.
- 20.5 The Buyer shall not set off against the Price amounts due from the Seller.
- 20.6 The Seller may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.
- 20.7 The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the seller notifies the Buyer of such change.
- 20.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 21 Interpretation Clause**
- 21.1 So far as the *Personal Property Securities Act 2009 (Cth)* as amended is concerned, in construing and interpreting the *General Terms & Conditions of Trade*, notwithstanding anything to the contrary herein above contained, these general terms and conditions of trade shall be read down to the minimum extent necessary so that they operate as a security interest capable of effective registration to the intent that they shall secure at least all or such part of the purchase price as is unpaid by the Seller to the Buyer, whichever is the lesser; such purchase money security interest being as defined in section 14 of the *Personal Property Securities Act 2009 (Cth)* as amended from time to time.
- 21.2 In the event that the Australian Consumer Law applies in construing and interpreting the *General Terms & Conditions of Trade*, notwithstanding anything to the contrary above herein contained, these general terms and conditions of trade shall be read down so that neither the seller nor the buyer breach any provisions of the Law, and the *General Terms & Conditions of Trade* shall, so far as is possible, remain in full force and effect.



FRONT ELEVATION

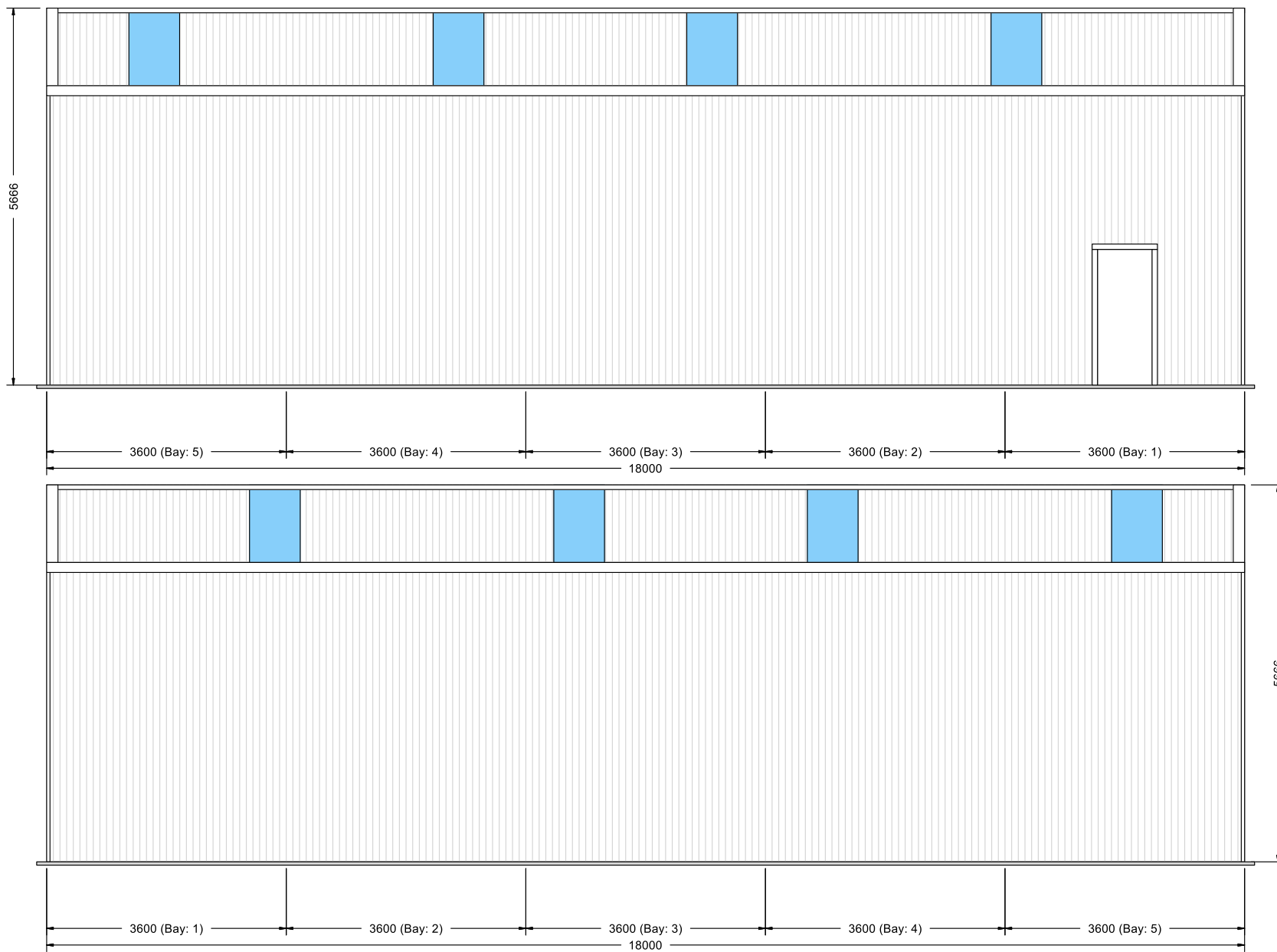


REAR ELEVATION

139 Main Road,  
 Sorell TAS 7172  
 Phone: 1300 737 910  
 Email: sales@rainbowbuilding.com.au

CLIENT: Brendan Thorne  
 SITE ADDRESS: 41 Allambie Road, Orielton, TAS, 7172  
 PHONE: 0499 190 096  
 EMAIL: brendan.thorne.00@hotmail.com

DRAWING TITLE: End Elevations  
 SCALE: 1:84.238  
 DATE: 25-10-2021  
 Job Number: KING02\_251  
 Drawing Number: EE



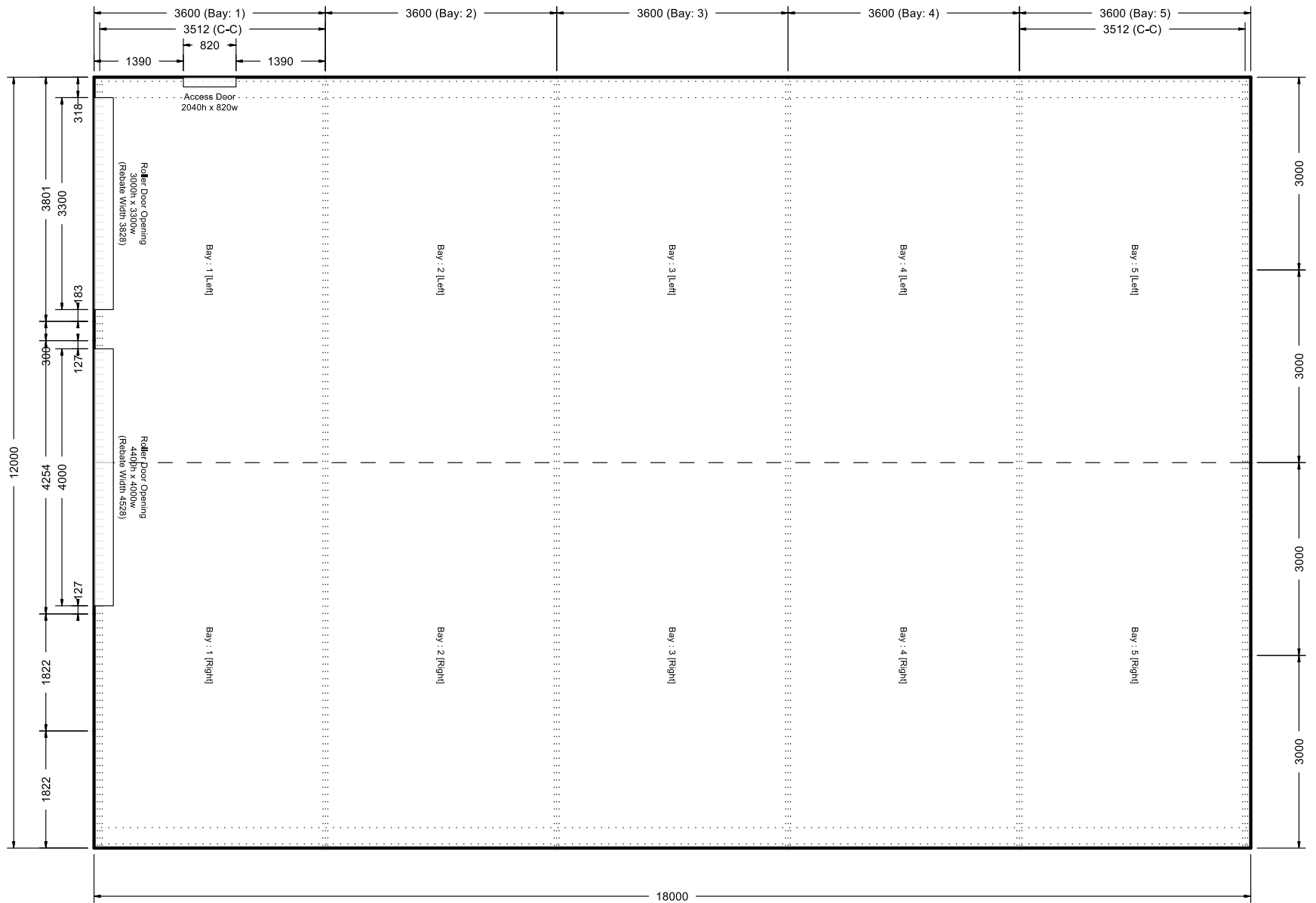
RIGHT ELEVATION

139 Main Road,  
 Sorell TAS 7172  
 Phone: 1300 737 910  
 Email: sales@rainbowbuilding.com.au

CLIENT: Brendan Thorne  
 SITE ADDRESS: 41 Allambie Road, Orielton, TAS, 7172  
 PHONE: 0499 190 096  
 EMAIL: brendan.thorne.00@hotmail.com

DRAWING TITLE: Side Elevations  
 SCALE: 1:87.029  
 DATE: 25-10-2021  
 Job Number: KING02\_251  
 Drawing Number: SE



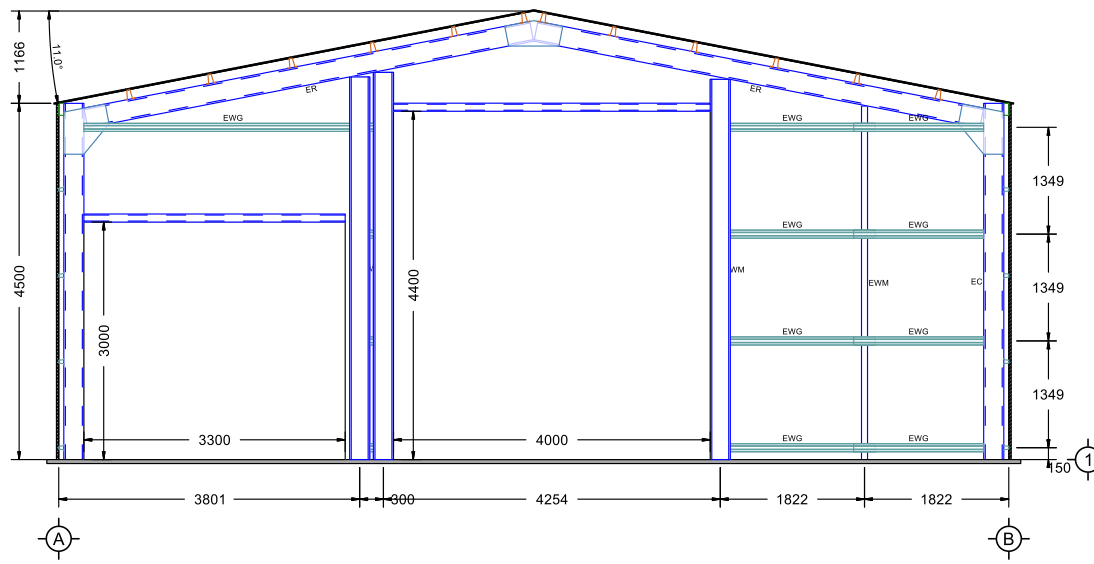


PLAN ELEVATION

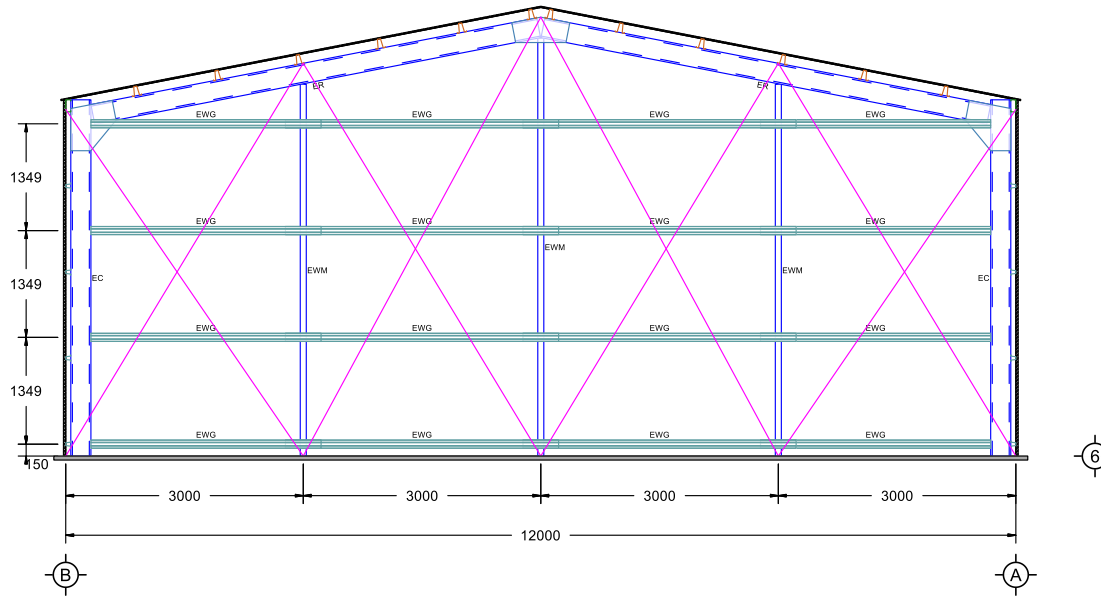
139 Main Road,  
 Sorell TAS 7172  
 Phone: 1300 737 910  
 Email: sales@rainbowbuilding.com.au

CLIENT: Brendan Thorne  
 SITE ADDRESS: 41 Allambie Road, Orielton, TAS, 7172  
 PHONE: 0499 190 096  
 EMAIL: brendan.thorne.00@hotmail.com

DRAWING TITLE: Plan Elevation  
 SCALE: 1:88.781  
 DATE: 25-10-2021  
 Job Number: KING02\_251  
 Drawing Number:



FRONT ELEVATION



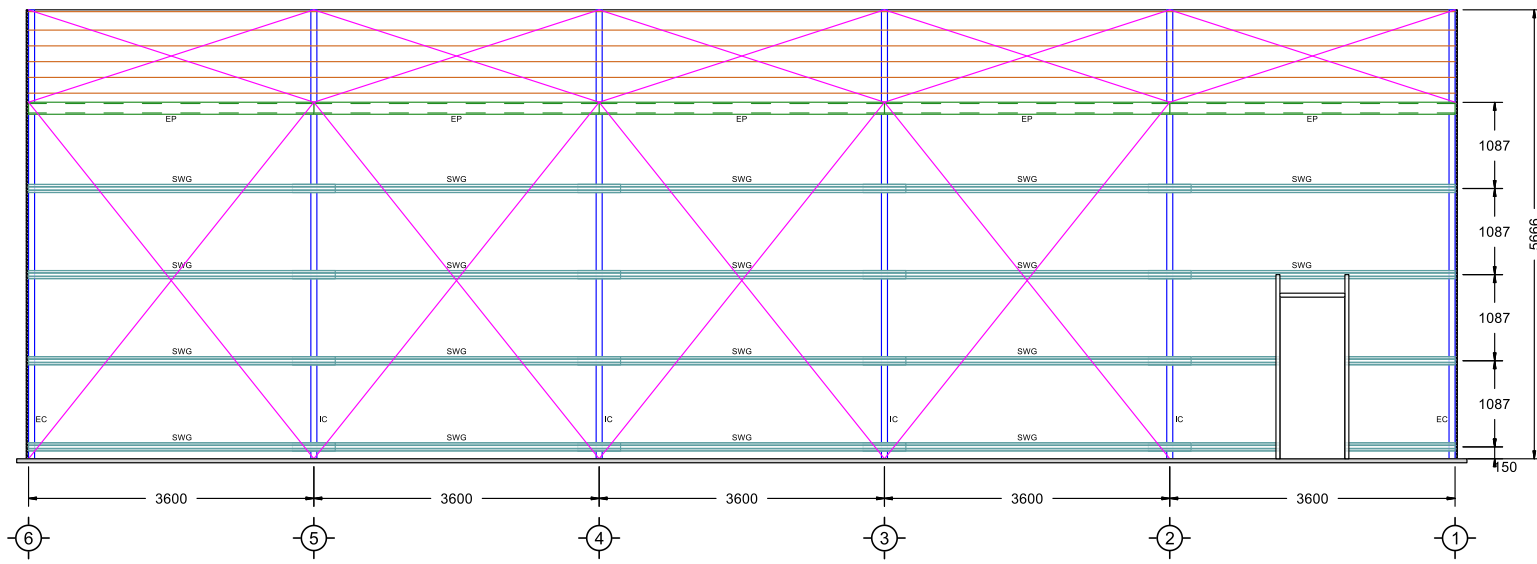
REAR ELEVATION

139 Main Road,  
 Sorell TAS 7172  
 Phone: 1300 737 910  
 Email: sales@rainbowbuilding.com.au

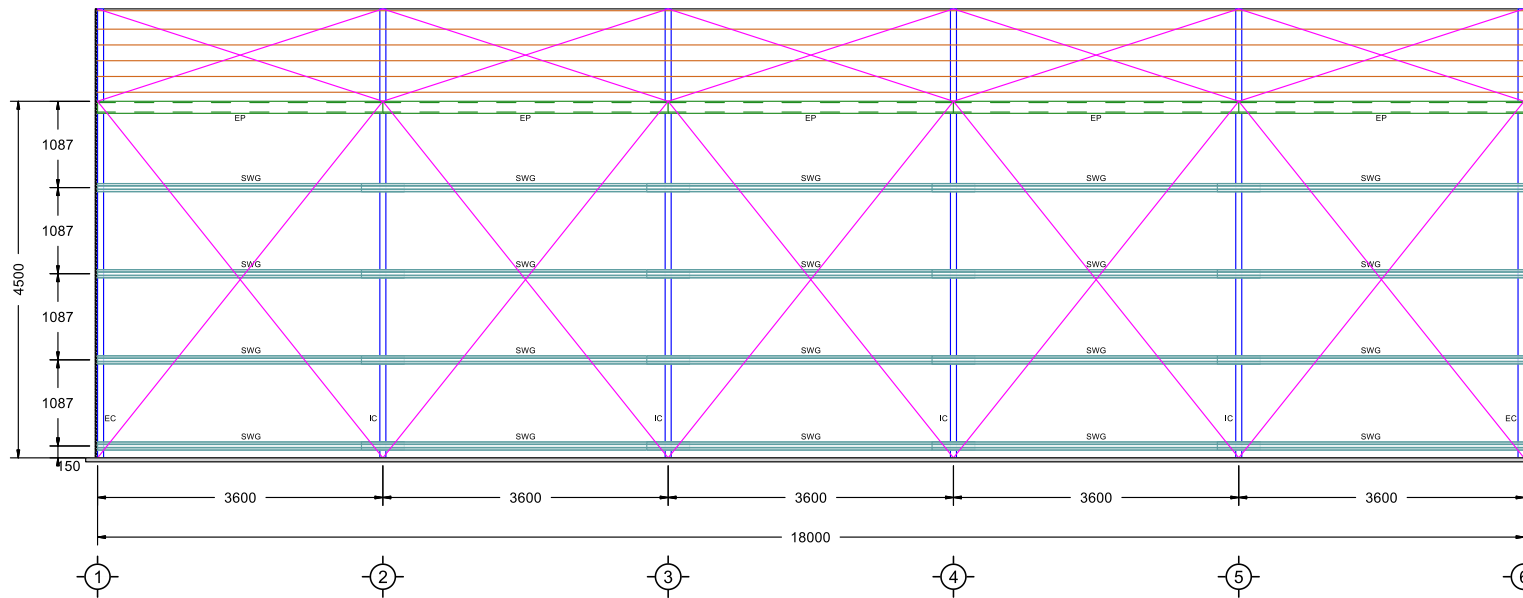
CLIENT: Brendan Thorne  
 SITE ADDRESS: 41 Allambie Road, Orielton, TAS, 7172  
 PHONE: 0499 190 096  
 EMAIL: brendan.thorne.00@hotmail.com

DRAWING TITLE: End Frame Elevations  
 SCALE: 1:95.493  
 DATE: 25-10-2021  
 Job Number: KING02\_251  
 Drawing Number: EFE





LEFT ELEVATION

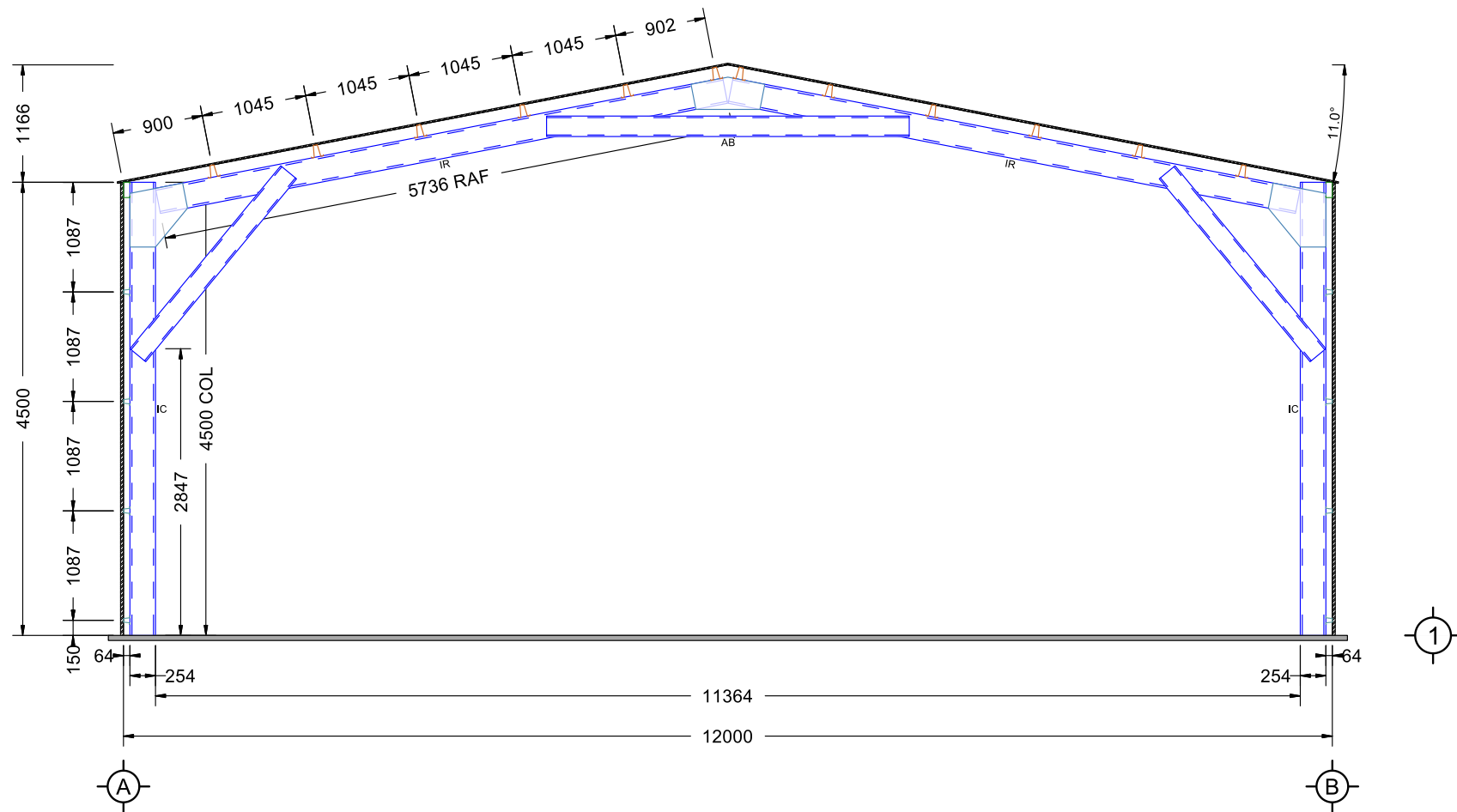


RIGHT ELEVATION

139 Main Road,  
Sorell TAS 7172  
Phone: 1300 737 910  
Email: sales@rainbowbuilding.com.au

CLIENT: Brendan Thorne  
SITE ADDRESS: 41 Allambie Road, Orielton, TAS, 7172  
PHONE: 0499 190 096  
EMAIL: brendan.thorne.00@hotmail.com

DRAWING TITLE: Side Frame Elevations  
SCALE: 1:95.405  
DATE: 25-10-2021  
Job Number: KING02\_251  
Drawing Number: SFE

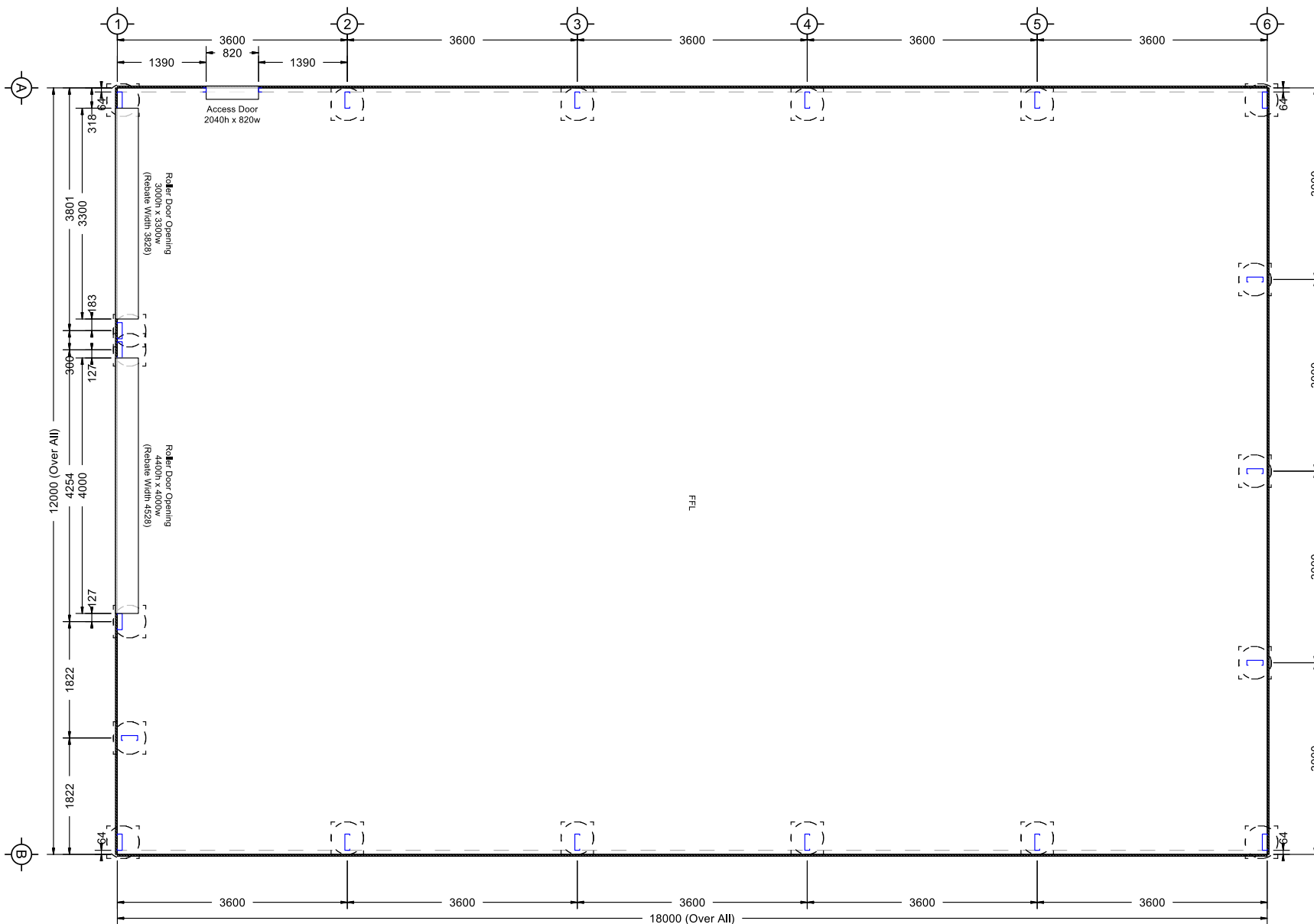


## INTERMEDIATE ELEVATION

139 Main Road,  
Sorell TAS 7172  
Phone: 1300 737 910  
Email: sales@rainbowbuilding.com.au

CLIENT: Brendan Thorne  
SITE ADDRESS: 41 Allambie Road, Orielton, TAS, 7172  
PHONE: 0499 190 096  
EMAIL: brendan.thorne.00@hotmail.com

DRAWING TITLE: Cross Section  
SCALE: 1:64.440  
DATE: 25-10-2021  
Job Number: KING02\_251  
Drawing Number: CS



FLOOR PLAN

139 Main Road,  
 Sorell TAS 7172  
 Phone: 1300 737 910  
 Email: sales@rainbowbuilding.com.au

CLIENT: Brendan Thorne  
 SITE ADDRESS: 41 Allambie Road, Orielton, TAS, 7172  
 PHONE: 0499 190 096  
 EMAIL: brendan.thorne.00@hotmail.com

DRAWING TITLE: Floor Plan  
 SCALE: 1:90.528  
 DATE: 25-10-2021  
 Job Number: KING02\_251  
 Drawing Number: FP

