

PRIVACY AND CREDIT INFORMATION POLICY

Austral Distributing Company Pty Ltd ACN 001 405 812 and its related bodies corporate (we, our or us) are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Act), the Australian Privacy Principles (APP) and the Privacy (Credit Reporting) Code 2014 (CR Code).

This policy details how we collect, disclose and handle your personal and credit information. By providing us with personal and credit information, you agree to the terms of this policy and any Privacy and Credit Information Notice and Privacy and Credit Information Consent provided at the point of collection.

Personal information

Personal information is defined under the Act as information or an opinion about an identified individual or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether recorded in a material form or not. Sensitive information is a type of personal information that includes health, genetic or biometric information, or information or an opinion which indicates racial or ethnic origin, religious beliefs or affiliations, membership of a trade union, profession, trade association or political association, political or philosophical opinions, sexual orientation or practice, or criminal record.

For the purpose of this policy, personal information may include, but is not limited to the following:

- name, address and contact details;
- previous addresses;
- business information;
- position;
- current and last known employer;
- information in identification documents (e.g. driver's licence);
- date of birth and gender;
- bank account details;
- financial information, financial status and credit history;
- transaction history, for example the purchase and payment of goods;
- vehicle details, including vehicle registration;
- your image if we use closed circuit television;
- feedback and responses to surveys and/or promotions;
- changes to content or preferences; and
- information provided on our website or during communication with us.

Credit information

We may collect, hold, use and disclose credit information, credit eligibility information and CP derived information (being information derived from credit reporting information provided by a credit reporting body that bears on your credit worthiness and eligibility to receive credit), about you in order to offer you commercial credit in connection with the sale of goods and services. You consent to such collection, holding, use and disclosure of your credit information in accordance with the terms of this policy and any Privacy and Credit Information Notice and Privacy and Credit Information Consent provided at the point of collection.

If you apply for commercial credit or provide a guarantee for commercial credit, the kinds of credit information and credit eligibility information that we may collect and hold include information used to identify you, your creditworthiness and any other related information necessary or incidental to the goods and services we provide or propose to provide to you. To the extent permitted by law this may include:

- identification information, including driver's licence number and previous addresses;
- consumer credit liability information;

- repayment history information;
- a statement that an information request has been made;
- the type and amount of consumer credit and/or commercial credit sought in an application and credit provider details;
- details regarding this application for commercial credit;
- default information;
- payment information;
- new arrangement information;
- court proceedings information;
- personal insolvency information;
- publicly available information in relation to your creditworthiness; or
- serious credit infringement information.

The above information will be referred to as credit information in this policy.

Collecting, holding and using information

Personal information and credit information may be collected from you directly whenever it is reasonable and practical to do so. There are a number of ways that we may collect personal and credit information, including:

- by email or telephone;
- in person;
- in writing;
- when you visit our website;
- when you submit an application, quote, purchase order or request;
- in the course of supplying goods or services to you;
- from an application for commercial credit;
- where a customer applies for commercial credit, directly from the customer and/or directly from its directors and/or proposed/actual guarantors (as applicable); or
- from credit reporting bodies or other third parties, including trade references provided in an application for commercial credit or for publicly available information.

If you provide us with personal or credit information about another person, you must only do so with their consent and you warrant that the other person is aware of this policy and any applicable Privacy Notice and Credit Information or Privacy and Credit Information Consent.

We collect, hold and use personal information so that we can:

- identify you and conduct necessary checks;
- assess applications;
- sell and deliver our goods or services to you;
- issue, manage and administer goods or services provided to you;
- improve our goods or services;
- send marketing material to you;
- deal with complaints;
- keep a customer record
- register a security interest (where applicable); and
- comply with our legal obligations.

We collect, hold and use credit information so that we can:

- assess your credit worthiness;

- assess applications for credit or whether to accept you as a guarantor;
- assist you to avoid defaulting on your credit obligations;
- notify other credit providers or a credit reporting body of a default by you;
- comply with regulatory or legal requirements;
- enable a third party such as an insurer to assess the risk of providing insurance;
- assess whether to register a security interest and to register a security interest; or
- assess whether to vary credit we provide to you.

If you do not provide us with your personal information or credit information we may not be able to provide you with credit or our goods or services. It may also affect your use of the website.

Disclosure

We may disclose your personal and credit information to our employees, officers, related bodies corporate and third parties as far as reasonably necessary for the purposes set out above. The third parties to whom we may disclose your personal and credit information include:

- the manufacturers, suppliers, and contractors used by us;
- insurers, assessors, and underwriters;
- professional advisors and consultants (such as lawyers, accountants, and auditors);
- debt collectors for the purpose of recovering overdue amounts;
- potential business purchasers under confidentiality agreement;
- your potential/actual guarantors and security providers;
- credit reporting bodies, credit providers and other information providers;
- government and regulatory authorities, as required by law and/or in the course of providing our goods and services to you;
- website hosts; and
- third party service providers to whom we outsource some of our functions.

We may also disclose your personal information or credit information to a third party where authorised by you or permitted/required to do so by law.

Website, Cookies and Web Analytics

When you visit our website we may collect certain information such as server address, browser type, operating system, website visited immediately before coming to our site, the pages you accessed on the website, how long you visited, the date and time you visited, your geographical location and type of device used. This information is used in an aggregated manner to analyse how people use our site, such that we can improve our service.

We may also use 'cookies'. A cookie is a small file our website places on your computer so that it can remember your preferences and improves your experience of our website. You can block placement of cookies in your browser settings. You can also clear cookies from your browser. If you do this, some parts of our website might not work as well.

Our website contains an Autoinfo Oscar catalogue which collects information about the traffic to the catalogue for our business process assessment purposes.

Keeping your information secure

We are committed to ensuring that your personal information and credit information is secure – both in electronic and hard copy forms.

We take reasonable steps to keep personal information and credit information safe and secure. Most of your personal information and credit information is securely and safely stored in our electronic database, where we have hard copies we take reasonable steps to keep these safe and secure. Our employees are required to comply with confidentiality obligations and this policy.

Where we disclose personal and credit information to third parties we will take reasonable steps to ensure that they comply with the Act, including the Australian Privacy Principles, and this policy. Finally, we take reasonable steps to destroy or permanently de-identify personal and credit information in a secure manner when it is no longer required.

Changes to this policy

Please be aware that we may amend, vary, modify this policy at any time in our sole discretion and all changes will be effective immediately upon our posting an updated version on our website.

How we deal with requests and complaints

You can access and correct personal and credit information we hold about you in certain circumstances. You can also contact us if you have any questions about how we handle your personal and credit information, or if you wish to make a complaint.

To protect your privacy and the privacy of others, you will need to provide evidence of your identity before we grant you access to information.

You can contact us by email or write to us at the postal address below. We will get back to you within 30 days.

If you are not satisfied with the response we provide you may contact the Office of the Australian Information Commissioner with your query or complaint.

Contact us

Attn: Privacy Officer
Business Name: Austral Distributing Company Pty Ltd
Address: 179 Bonds Road, Riverwood NSW 2100
Email: warwick@australeng.com
Phone: (02) 9534 5466
Website: <http://australdistributing.com.au/index.php>

More information

More information about the Act, APP and CR Code is available from the Office of the Australian Information Commissioner at <http://www.oaic.gov.au>.

DEED OF GUARANTEE AND INDEMNITY

1. 'Contract' when used in this deed has the same meaning given to the term 'Contract' in the Terms, to avoid doubt, the Terms, the Application, Orders as defined in the Terms, and other specified documents are included in the definition of 'Contract' in the Terms.
2. This Guarantee is given by the Guarantor(s) for the benefit of the Supplier.

3. The Guarantor(s) acknowledge that they have read and understood the Application including this Guarantee, the Privacy and Credit Information Notice, the Privacy and Credit Information Consent, the Privacy and Credit Information Policy, the Terms and the Contract. The Guarantor(s) agree that any method of notice specified in clause 20 of the Terms is adequate notice of a variation to the Terms and that the Supplier is not required to give notice to the Guarantor(s) of any Order as defined in the Terms, any variation to the Application (except Part 4 'Deed of Guarantee and Indemnity'), any variation to the amount of credit provided by the Supplier to the Customer under the Trading Account (as defined in the Terms), or any variations to the Contract (except Part 4 'Deed of Guarantee and Indemnity'). The Guarantor(s) agree they have been given the opportunity to obtain legal advice on their obligations under this deed.
4. By signing this deed the Guarantors agree and consent to the Supplier obtaining, using and disclosing personal information and credit information (including credit related information) as set out in the Privacy and Credit Information Consent, Privacy and Credit Information Notice and/or the Privacy and Credit Information Policy.
5. The Guarantor(s):
 - (a) guarantee that the Customer will pay the Supplier all money that the Customer owes to the Supplier now and in the future under the Contract, and the Customer will perform its obligations punctually as required under the Contract; and
 - (b) are jointly and severally liable for all money that the Customer owes to the Supplier now and in the future under the Contract and the performance of all obligations punctually as required under the Contract, (Guarantee).
6. The Guarantor(s) continually indemnify the Supplier against all losses, damages, costs and expenses the Supplier may incur or suffer if the Customer defaults under the Contract (Indemnity).
7. The Guarantee and Indemnity binds the Guarantor(s) jointly and severally.
8. The Guarantor(s) agree the Guarantee, Indemnity and the obligations given and agreed to by the Guarantor(s) pursuant to this deed are irrevocable except as provided for in this deed.
9. The Guarantor(s) must pay all money that the Customer owes the Supplier under the Contract, and any loss, damage, costs or expenses incurred by the Supplier in enforcing the Guarantee and/or Indemnity. The Supplier may enforce the Guarantee and/or Indemnity without taking any action against the Customer.
10. The Guarantee and Indemnity, and all rights and obligations of the Guarantor(s), takes effect as a deed against a Guarantor on the date that that Guarantor signs the deed and, notwithstanding the termination of the Contract, continues to remain in force until all moneys due under the Contract now or in the future are paid, all of the Customer's obligations under the Contract are discharged, and the Trading Account (as defined in the Terms), is terminated in writing signed by the Supplier, whichever is the later.
11. The Guarantee and Indemnity, and the obligations and liabilities of the Guarantor(s), binds the Guarantor(s), their legal representatives and successors in title and will continue and not be affected by the Supplier releasing the Customer, a waiver, granting of time, indulgence, release or other concession given by the Supplier, any variation to the credit limit or the fact that the Guarantee exceeds any credit limit granted, any mistake or negligence by the Supplier, the failure by the Supplier to register, or otherwise maintain, a security interest, the Supplier suspending or terminating the Trading Account (as defined in the Terms) or refusing to supply the Goods (as defined in the Terms).
12. For the purpose of securing the Guarantee, the payment of all money for which the Guarantor(s) are liable and the obligations of the Guarantor(s) under this deed, each Guarantor by this deed

charges all present and future real property of the Guarantor with the due and punctual payment of all money and the due and punctual performance of the obligations and liabilities arising under this deed and the indebtedness of the Guarantor(s) and/or the Customer to the Supplier, and the Guarantor(s) agree to, and unconditionally consent to, the Supplier registering a caveat or caveats against the present and future real property of the Guarantor(s).

13. For the purpose of securing the Guarantee, the payment of all money for which the Guarantor(s) are liable and the obligations of the Guarantor(s) under this deed, each Guarantor by this deed charges all of the present and after-acquired personal property of the Guarantor with the due and punctual payment of all money and the due and punctual performance of the obligations and liabilities arising under this deed and the indebtedness of the Guarantor(s) and/or the Customer to the Supplier, and the Guarantor(s) agree to, and unconditionally consent to, the Supplier registering a financing statement on the Personal Property Security Register and to provide information and do anything the Supplier reasonably requires to register and enforce the security interest and to reimburse the Supplier for costs incurred in respect of registering, maintaining and enforcing the Supplier's security interest.
14. If the Customer goes into liquidation, the Guarantor(s) agree not to compete with the Supplier.
15. A Guarantor may write to the Supplier to request their removal as Guarantor and the withdrawal of their Guarantee for future Orders (as defined in the Terms), the Supplier, in its absolute discretion, may:
 - (a) accept the removal of the Guarantor in writing signed by the Supplier and in doing so may:
 - (i) require the fulfilment of the condition that a replacement Guarantor, approved by the Supplier, signs a deed of guarantee and indemnity that is acceptable to the Supplier before the removal of the Guarantor takes effect; and
 - (ii) place any other reasonable conditions on the acceptance of the removal of the Guarantor, including for example suspending or terminating the Trading Account (as defined in the Terms) (refer to clause 4.8 of the Terms); or
 - (b) refuse to accept the withdrawal of the Guarantor,

if the Supplier accepts the removal of the Guarantor, with or without conditions, the Guarantor will remain liable for all outstanding debt incurred pursuant to the Guarantee until, for clause 15(a) the date of acceptance in writing signed by the Supplier, for clause 15(a)(i) the day following the date the replacement Guarantor signs the deed of guarantee and indemnity acceptable to the Supplier and for clause 15(a)(ii) on a date or event specified by the Supplier.

16. The Supplier is authorised by each Guarantor, now and for the duration of the Trading Account (as defined in the Terms), to obtain a credit report containing credit information and personal information about the Guarantor from a credit reporting agency.
17. Delivery of this deed will be effective if sent by email, PDF, facsimile or other image format. However, the Guarantor must also deliver a signed original hard copy of this deed to the Supplier but failure to do so will not be a defence to proceedings.
18. Any variation to this deed is only effective if it is in writing and signed by the Supplier and the Guarantor(s) and any variation to this deed will not affect rights and obligations accrued prior to the effective date of the variation unless so specified in the variation.
19. The Guarantee and Indemnity is governed by the laws of New South Wales. The parties submit to the jurisdiction of the courts of New South Wales.