DuBois Chemicals Australia Pty Ltd
ABN 95 627 425 825
13-15 Flight Drive, Tullamarine Victoria 3043
T: +61 3 8340 3200

30 DAY COMMERCIAL CREDIT ACCOUNT APPLICATION

Please Tick Your Applicable Business Structure

☐ Private (Pty) Company ☐ Public Company
☐ Partnership ☐ Sole Trader

Trading Name			
Company Name			
A.B.N or A.C.N.			
Years In Business		Monthly Credit Amount Required	$
Site Address			
Telephone No.		Facsimile No.	

Billing Details

Billing Address			
Contact for Accounts			
Telephone #		Facsimile #	
Invoices & Statements	Via email YES / NO please circle	Email Address:	

Names & Addresses of all Directors / Partners / Sole Traders

Full Name	Address	Telephone	D.O.B.

Trade References (minimum of three references)

Name Of Supplier	Telephone #	Fax or Email Address	Avg. Monthly Purchases
			$
			$
			$

I/We acknowledge that the above information is true and correct, and I/We agree to the Terms and Conditions contained in this Credit Application. I/We further acknowledge that the Terms and Conditions may be amended at any time by written notice to me/us.

I/We understand that goods sold to us must be paid for within thirty (30) days from the end of the month in which we are invoiced by DuBois Chemicals Australia.

_____ _____ ____ / ____ / ____

Signature of Authorised Person **Print Name & Position Held** **Date**

Office Use Only		
GT number	Dist:	Scanned

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Please list all contacts for this site.

Full Name	Position: owner, manager, attendant, technician or accounts	Contact Number	Email Address	Regular Communication via Email ** Yes / No	Authority to order stock Yes / No

****Includes E-News, Product update, Special Offers, Business Closure**

For Online Orders.

Multiple users can be set up and linked to one account providing a different email address per person.

Full Name	Position:	Email Address

If any contacts change in the future, please advise our office to ensure our database remains current.

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TERMS & CONDITIONS

1. Interpretation

In these Terms, the words below have the following meaning:

1.1 **''Australian Consumer Law''** means Schedule 2 the *Competition and Consumer Act 2010* (Cth);
1.2 **"Business Day"** means any day except a Saturday, Sunday or public holiday in the place where the act or thing must be done;
1.3 **''CCAA''** means a Commercial Credit Account Application or any other form approved by the Company and completed by the Customer for an account with the Company for the provision of Goods;
1.4 **''Company''** means DuBois Chemicals Australia Pty Ltd ACN 627 425 825 and its successors and assigns;
1.5 **''Contract''** means a contract between the Company and the Customer for or in relation to the sale and purchase of Goods;
1.6 **"Confidential Information"** means information disclosed to the Receiving Party by the Disclosing Party, before or after the date of the Contract (or as at the date of any sale, supply or delivery of Goods by the Company), that is expressly designated at the time of disclosure as confidential and that information is not generally available in the public domain;
1.7 **"Consequential Loss"** means:

a. any form of indirect, special or consequential loss, including loss of reputation, loss of profits, loss of actual or anticipated savings, loss of bargain and loss of opportunity; and
b. any loss beyond the normal measure of damages;

1.8 **"Consumer"** has the meaning provided to it in section 3 of the Australian Consumer Law;
1.9 **''Customer"** means a purchaser of Goods from the Company;
1.10 **"Consumer Guarantee"** means a guarantee provided under Division 1 of Part 3-2 of the Australian Consumer Law;
1.11 **"Disclosing Party"** means a party who discloses its Confidential Information to the Receiving Party;
1.12 **''Goods''** means any item or good of any nature which is sold or may be sold by the Company to the Customer from time to time and/or any item or good of any nature delivered by the Company to the Customer from time to time;
1.13 **''GST''** means the Goods and Services Tax imposed by *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended, varied or replaced from time to time);
1.14 **"Intellectual Property"** includes trade marks, copyright, patents, patentable inventions and designs, whether existing now or in the future and whether or not registered or registrable, and includes any rights subsisting in or relating to trade secrets, know how, inventions, discoveries, geographical indications of origin, circuit layouts, programming tools, object code, source code, methods, techniques, recipes, formulae, algorithms, modules, libraries and databases and further includes the right to apply for the registration or grant of any such intellectual property;
1.15 **"Interest Rate"** means 5 percent;
1.16 **"Order"** means any order or other request by or for the Customer to the Company to supply the Customer with Goods, whether the order or request is written, verbal or implied in the circumstances;
1.17 **''Parties''** means the Company and the Customer collectively;
1.18 **"PDH Goods"** means goods which, for the purposes of the Australian Consumer Law, are of a kind ordinarily acquired for personal, domestic or household use or consumption;
1.19 **''PPSA''** means the *Personal Property Securities Act 2009* (Cth);
1.20 **''PPSR''** means the Personal Property Securities Register created under the PPSA;
1.21 **"Purchase Price"** means the price the Customer must pay for the Goods under each Contract, including any delivery costs (if applicable);
1.22 "**Receiving Party**" means a party who receives Confidential Information from or on behalf of the Disclosing Party;
1.23 **''RGA''** means Return Goods Authority; and
1.24 **''Terms''** means these terms and conditions.

In these Terms:

1.25 the singular includes the plural and vice versa;
1.26 the word person includes a firm, a body corporate, an unincorporated association, body or organisation established pursuant to international treaty, intergovernmental body, or Government authority and other official authority;
1.27 a reference to a document or legislation includes a reference to that document or legislation as varied, amended, novated or replaced from time to time;
1.28 the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example' or 'such as' or similar expressions;
1.29 a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;
1.30 headings are inserted for convenience and do not affect the interpretation of these Terms;
1.31 no provision will be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Terms or the inclusion of the provision in the Terms; and
1.32 unless otherwise provided, all monetary amounts are in Australian dollars and a reference to payment means payment in Australian dollars.

2. Application

2.1 These Terms apply to and govern the sale, supply or delivery of Goods by the Company to the Customer from time to time, including under a Contract.
2.2 By entering into a Contract or otherwise placing an Order, the Customer warrants and represents to the Company that it has read and understood these Terms (prior to entering into the Contract or placing the Order) and agrees to be bound by them in full.

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2.3 No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed in writing by the Parties.
2.4 The Customer acknowledges that no employee, agent, servant or representative whatsoever of the Company has any right to make any representation, warranty or promise in relation to the Goods or the sale of the Goods other than as specified in these Terms or the relevant Contract (including any Documents referred to in this Contract) and the Customer agrees that it has not relied on any representation, warranty or promise made by any employee, agent, servant or representative of the Company in relation to the Goods or the sale of the Goods.
2.5 Any price list, goods lists, or other similar documents or catalogues (**Documents**) issued by or on behalf of the Company do not form part of any Contract except to the extent that they are expressly referred to in the relevant Contract. Documents may be changed by the Company at any time without notice.

3. Pricing

3.1 The Company will provide the Customer with prices at the time of any Order.
3.2 It is acknowledged that the Company may, at any time, vary or amend the price of Goods provided that the varied or amended prices will only apply in respect of Orders placed and/or accepted after (and will not apply in respect of Orders already placed and/or accepted before) the variation or amendment is made.
3.3 The Customer acknowledges that any agreement as to the pricing of Goods under a past order does not bind the Company to offer such pricing to that Customer in relation to any future order.
3.4 The Company reserves the right to vary quoted prices prior to the acceptance of the quote by the Customer, in accordance with variations in currency exchange rates, Government taxes and/or charges, import duties, transportation costs and any other cost, tax or charge of a similar nature.
3.5 GST will be added to the net price at the appropriate rate.
3.6 All Goods are sold ex-warehouse meaning that freight may be arranged for and on behalf of the Customer, if so required, without the Customer incurring any pricing disadvantage on sale or value of the Goods.
3.7 If freight is required pursuant to clause 3.6, the Parties agree that, as and from the time such Goods leave the warehouse, the Goods are at the Customer's risk.
3.8 The Customer acknowledges that the Company will not, under any circumstances, assume any liability (howsoever arising) in relation to any transport arranged by the Customer.
3.9 The Purchase Price includes the cost of packaging, delivery, freight and insurance to the Customer's nominated point of collection or delivery only (as applicable).

4. Terms of Payment

4.1 Payments shall be remitted directly to the Company (strictly net) prior to delivery without any deduction or discount except as expressly stated in these Terms or in the relevant invoice or statement or where the Company has granted a credit facility to the Customer.
4.2 Unless otherwise agreed in writing by the Parties, payment shall be made within thirty (30) calendar days.
4.3 All credit card payments are subject to a merchant service fee. This fee will be waived for any payments made within fourteen (14) calendar days of the invoice date.

5. Credit Terms

All credit sales are made upon the following terms and conditions:

5.1 Credit will only be granted at the sole discretion of the Company, consequent upon the submission of a completed CCAA. The Company has the right to amend or vary (at its discretion) any credit facility by providing at least two (2) Business Days' written notice to the Customer.
5.2 The Company will assess each request for credit individually and any agreement by the Company to provide credit to a Customer in the past does not bind the Company to offer any future credit.
5.3 All credit accounts are payable strictly within thirty (30) calendar days from the end of the month, and the Company is at liberty to alter, amend and/or vary such payments conditions as it deems appropriate by providing at least two (2) Business Days' written notice (**notice period**) to the Customer provided that the altered, amended or varied payment conditions will only apply in respect of Orders placed and/or accepted after the expiry of the notice period (and will not apply in respect of Orders already placed and/or accepted before) the alteration, amendment or variation is made.
5.4 The Company reserves the right to withdraw the credit facility in the case of a breach of any of these Terms by the Customer where the Customer fails to remedy the breach (or the breach is not capable of being remedied) within fourteen (14) days of receiving written notice from the Company to do so).
5.5 The Customer agrees that, upon such withdrawal, any and all monies owing on the credit account will become due and payable immediately.
5.6 In the event the Customer breaches these Terms on three or more separate occasions within a six month period, the Company may in its absolute discretion, refuse to supply to the Customer any such Goods and the Company shall not be liable to the Customer for any loss or damage the Customer may incur/sustain as a result of such refusal or any loss or damage in any way connected or related to the Company's refusal to supply the Customer.
5.7 Interest is payable on all overdue accounts calculated daily at the Interest Rate from the due date of payment until payment is received in full by the Company.
5.8 The Customer will be liable to pay the collection costs of any monies outstanding, including the fees and/or costs payable to any collection agency or solicitor engaged by the Company to recover such monies.

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6. Variation of Design

6.1 The Company reserves the right to, at any time, make such alterations to the specifications, design or construction of the Goods, as the Company shall, at its own discretion, deem fit provided such changes do not materially reduce the quality or performance of the Goods.
6.2 Where the Company is acting as agent for a manufacturer or supplier (or where the Company does not have control of the product design process), the Company shall not be liable for any alteration or variation of the Goods made by the manufacturer or the supplier.

7. Delivery

Availability dates for delivery are estimates only, but the Company will utilise its best endeavours to meet these estimates. The Parties agree that the Company is not to be liable for any loss or damage caused by delay that is due to circumstances beyond the Company's control.

8. Partial/Instalment Deliveries

8.1 The Company reserves the right to deliver any order in whole or by instalments as well as to deliver prior to the estimated date for delivery, provided the Company gives the Customer reasonable notice of the change. In such an event, the Customer must not decline to accept delivery of the Goods.
8.2 Where the Goods are delivered by instalment, each instalment is sold under a separate Contract subject to these Terms (and any other applicable Document).
8.3 Any failure on the part of the Company to deliver instalments within any specified period does not entitle the Customer to repudiate the Contract with respect to the balance remaining undelivered, unless the delay continues for more than one (1) month.

9. Title, Risks and Insurance

9.1 Title to, and property in any Goods remain with the Company and will only pass to the Customer once all moneys owing by the Customer to the Company in respect of the Goods have been paid in full.
9.2 The Goods are entirely at the risk of the Customer (and the Customer is responsible for all loss and damage to the Goods) from the moment of delivery to the Customer's point of delivery or point of collection.
9.3 The Customer is responsible for arranging, and taking out in its own name and its own cost, any insurance in respect of the Goods from the time risk passes to the Customer under clause 9.1 and the Company is not obliged to give the Customer a notice referred to in section 39 of the *Sale of Goods Act 1958* (VIC) (or any other equivalent legislation).

10. Charges beyond point of Delivery Quoted

Unless otherwise agreed by the Parties in writing:

10.1 the Company will prepay freight, insurance, custom and import duties (if any), landing and delivery charges and all other reasonable charges in connection with shipment and delivery of the Goods. If applicable, these charges shall be included as a separate line item on the Customer's invoice; and
10.2 the Company, acting reasonably, reserves the right to nominate the means of delivery.

11. Cancellation

Cancellation of despatched Orders is not permitted and refunds will not be issued on Orders placed for non-stocked items.

12. Notification of Customer Management Restructure or Changes

The Customer shall notify the Company in writing of any change in the structure, including change of ownership, change of control, management change, change in shareholding and change in partnership or trusteeship within seven (7) days of the date of such change.

13. Trade marks

13.1 Neither the Company's agreement to sell Goods to the Customer nor the supply of Goods to that Customer shall confer any right upon the Customer to use any trade mark of which the Company is the registered holder, and at all times, such trade mark, trade dress and trade names (**Trade marks**) remain the sole property of the Company.
13.2 Any use of the Trade marks by the Customer shall be made only with the advertising, promoting or selling of the Goods and any such use shall inure to the benefit of the Company and/or its affiliates. In no event shall the Customer or its affiliates file any application to register a trade mark or a domain name or use any trade mark, domain name, business name or trade style that incorporates or is confusing similar to any of the Trade marks.
13.3 If the Customer files any application of any kind that incorporates or is confusingly similar to the Trade mark, it shall immediately transfer such application or any rights derived therefrom to the Company or an affiliate as designated by the Company.

14. Confidential Information and Intellectual Property

14.1 If any of the Company's Confidential Information and/or other Intellectual Property is supplied to the Customer for any purpose whatsoever, then:

a. it remains the sole property of the Company;
b. the Customer acquires no right or interest in or to it other the Customer acquires no right or interest in or to it other than a non-exclusive, non-assignable licence at no fee to use it solely for the purposes for which it was supplied
c. it must not be disclosed by the Customer to any other person, third party or company whatsoever; and

d. none of it may be used by the Customer in any way which might harm or prejudice the interests of the Company.

14.2 The Receiving Party must notify the Disclosing Party immediately once it becomes aware of any breach of confidentiality in respect of the Confidential Information and must take all reasonable steps necessary to prevent further unauthorised use or disclosure of the Confidential Information.

14.3 The licence referred to in clause 14.1 (b may be terminated immediately by the Company in writing at any time with or without cause.

14.4 If the licence referred to in clause 14.1 (b is terminated then all the Company's Confidential Information and/or Intellectual Property must immediately be returned to the Company at the expense of the Customer. In that event, all copies and extracts of the Confidential Information and/or Intellectual Property, in the Customer's possession or control (including electronic or written form) must also be returned to the Company.

15. Liability

15.1 If the Customer is a Consumer and the Company supplies PDH Goods to the Customer, the Company acknowledges that the Customer may have certain rights under the Australian Consumer Law in respect of the Consumer Guarantees as they apply to the PDH Goods supplied by the Company and nothing in these Terms should be interpreted as attempting to exclude, restrict or modify the application of those rights.

15.2 If the Customer is a Consumer and any goods supplied by the Company to the Customer are non PDH Goods, the Company's liability to the Customer in connection with any breach of the Consumer Guarantees in respect of those non PDH Goods is limited, at the Company's option, to:

a. the replacement or repair of the Goods or the supply of equivalent Goods
b. the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
c. the payment of the cost of having the Goods repaired.

15.3 Subject to clause 15.7, if the Customer makes a claim against the Company in connection with or arising out of these Terms which includes a cause of action other than for a breach of a Consumer Guarantee then, to the extent the claim, or part of the claim, does not relate to a Consumer Guarantee and to the extent permitted by law, the Company's total aggregate liability arising in connection with all such claims shall be limited to the Purchase Price actually paid to the Company under the Contract to which the claim relates.

15.4 If the Company is liable to indemnify the Customer under section 274 of the Australian Consumer Law, the Company's liability to the Customer is limited to an amount equal to the lower of:

a. the cost of replacing the Goods;
b. the cost of obtaining equivalent Goods; or
c. the cost of having the Goods repaired.

15.5 Subject to clauses 15.6 and 15.7, the Customer's total aggregate liability arising in connection with all claims the Company makes against the Customer in connection with or arising out of these Terms shall be limited to the Purchase Price actually paid to the Company under the Contract to which the claim relates.

15.6 Clause 15.5 does not apply in relation to any claim which the Company may make against the Customer in respect of the Customer's obligation to pay the Purchase Price (including any amount under clause 5.7 or 5.8).

15.7 Without limiting and subject to clauses 15.1 and 15.2, neither party shall be liable to the other party for any Consequential Loss.

16. Return of Goods for Credit

16.1 The terms contained in this clause 16 are and must always be read subject to clause 15.

16.2 The Customer may return Goods to the Company by following the process outlined in clause 16.3, and the Company will be under no obligation to accept Goods returned to it or provide any refund or remedy in respect of any Goods returned.

16.3 To ensure that returned Goods are processed in a timely manner and all approved credits are issued accurately, please follow the steps listed below:

What To Do-

a. call and advise a customer service team member that you would like to return some Goods to the Company;
b. give details on the items, including quantities and the reason for return;
c. if the Goods are approved, the Company will complete the RGA form and issue a unique RGA number which is valid for fourteen (14) days;
d. once you have received the form (via email, post or with your replacement goods) keep a copy for your records and send a copy back with the goods you are returning;
e. mark the box clearly with your unique RGA number; and
f. ship to DuBois Chemicals Australia at the address advised by the customer service team.

16.4 If you require assistance to return the Goods, please call (03) 8340 3200, and a customer service team member will be happy to guide you through this process.

16.5 Transport charges are the responsibility of the Customer, except where the Company advises the Customer that it is to assume responsibility for the return (including for the transport charges). When returning Goods to the Company, it is the sender's responsibility to pack the Goods correctly to prevent damage during transit. Any items lost or damaged in transit are the sender's responsibility and a credit is not guaranteed.

16.6 Once your Goods have been received, matched to your RGA number and processed in our system, the Goods will be assessed. During this assessment a

Company team member may call you to discuss the reason for return, i.e. if the item is faulty or has been returned for a repair we may require further information.

16.7 Where Goods have been returned because they were incorrectly sent, incorrectly ordered, not suitable or deemed faulty, a full credit may be considered. In such instance, the Goods MUST not have been used, and MUST still be in the original packaging. Where they are deemed not to be faulty e.g. through misuse or damage, the Company will assess the item and repair if possible. In such case, the customer shall NOT receive a credit for the item and may incur the cost of repairs. Special or custom made orders will be considered on a case-by-case basis.

16.8 The Company reserves the right to inspect all Goods before issuing a credit and charge a 20% restocking fee, if applicable.

16.9 No freight charges are to be charged to the Company unless prior arrangement has been made in writing to the Company's authorised personnel.

17 Return of Goods for Repair/Warranty Claims

Subject to any rights the Customer may have under the Australian Consumer Law:

a. the Company reserves the right to repair all Goods returned in the first instance. If the Goods are damaged or tampered with in any way, no warranty will be given and a charge may apply for the repair of the Goods; and

b. the Customer shall be responsible for arranging transportation and for payment of any transportation costs in relation transportation of returned Goods to and from the Company's premises. No liability is taken if the Goods are lost or stolen in transit.

18 Warranty

18.1 All Goods purchased/supplied are covered by such warranties as are specified by the Company's manufacturer and warranty policy and supplied subject to the product standards detailed by the manufacturer.

18.2 On discovery of any defect in the Goods, the Customer must immediately notify the Company in writing of such defect, with proof of purchase accompanying the Goods subject to a warranty claim. The Customer must not carry out any remedial work to the alleged defective Goods without first obtaining the written consent of the Company to do so.

18.3 All repairs to Goods shall also carry a warranty against workmanship but not parts used. Any repairs carried out by an unauthorised representative/company render the warranty VOID.

18.4 Any Goods sold by the Company that are not manufactured by or installed by the Company shall be covered by the original manufacturer's warranty and at their absolute discretion.

18.5 Nothing in these Terms or any Contract shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods and/or services pursuant to these Terms and/or any Contract of all or any of the provisions the Australian Consumer Law or any relevant State or Federal legislation which by law cannot be excluded, restricted or modified.

18.6 The Customer expressly acknowledges and agrees that it has not relied upon and the Company is not liable for any advice given or representations made by the Company, its employees, agents, servants or representatives whatsoever in relation to the suitability for any purposes of the Goods.

19 Personal Property Securities Act 2009 (Cth)

19.1 If a term used in this clause 19 has a particular meaning in the PPSA, it has the same meaning in this clause 19.

19.2 The Customer acknowledges and agrees that these Terms together with any Contract constitute a security agreement for the PPSA and create a security interest in all Goods that have previously been supplied and that will be supplied in future by the Company to the Customer (including, if applicable, a purchase money security interest (**PMSI**)). The Customer acknowledges and agrees that the Company may apply to register any security interest in the Goods at any time before or after delivery of the Goods. The Customer waives its rights under section 157 of the PPSA to receive notice of any verification of the registration.

19.3 The Customer undertakes to:

a. promptly sign any further documents and/or provide any further information such information to be complete, accurate and up to date in all respects) which the Company may reasonably require to:
   i. register a financing statement or financing change statement in relation to a security interest on the PPSA;
   ii. register any other document required to be registered by the PPSA; or
   iii. correct a defect in a statement referred to in clause 19.3 (a) (i) and 19.3 (a) (ii).

b. indemnify and upon demand reimburse the Company for all expenses incurred in registering a financing statement or financing change statement or security interest on the PPSR established by the PPSA or releasing any Goods charged thereby;

c. not register a financing change statement in respect of a security interest between the Parties without the prior written consent of the Company;

d. not register or permit to be registered, a financing statement or a financing change statement in relation to any Goods in favour of a third party without the prior written consent of the Company; and

e. immediately advise the Company of any material change in its business practices of selling the Goods, which would result in a

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change in the nature of proceeds derived from such sales.

19.4 The Company and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these Terms.
19.5 The Customer waives their rights to receive notices under sections 95, 118, 121 (4), 125, 130, 132 (3) (d), 132 (4), 135, 142 and 143 of the PPSA.
19.6 The Customer waives their rights as a guarantor and/or debtor under section 142 and 143 of the PPSA.
19.7 The Customer must unconditionally ratify any actions taken by the Company under clause 19.1 to 19.6.
19.8 Subject to any express provisions to the contrary, nothing in these Terms is intended to have the effect of contracting out of any of the provisions of the PPSA.

20 Force Majeure

20.1 A Party will not be liable for any non-performance of or delay in performing its obligations under these Terms or any Contract (other than in respect of the Customer's obligation to pay the Purchase Price) due to any matter or thing beyond the Party's control (including any act of God, war, riots, strike, lock out, explosion, industrial dispute, raw material shortage, breakdown of plant, fires, transport or equipment failures, Government action, or any other cause whatsoever, whether or not of a like nature to those specified above, beyond the reasonable control of the Party) (**Force Majeure Event**).
20.2 If a Force Majeure Event under clause 20.1 exceeds twenty (20) Business Days, either Party may immediately terminate the Contract by written notice to the other Party.

21 Notices

Notices by a Party must be delivered by hand, prepaid post or email and sent to the address of the receiving party specified in the CCAA or, if none are specified, in any other part of the Contract. Notices will be deemed to have been received: by hand upon delivery; by post within six (6) Business Days of

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ACCOUNT DETAILS

Important: Please complete this form and return via email to ar@duboischemicals.com.au

Account Number: _____

Name: _____

Contact Number: _____

Email: _____

CREDIT CARD DETAILS

Name on Card: _____

Card Number: _____ _____ _____ _____

Expiry Date: _____ / _____ CVV:_____

Type of card: Visa ☐ MasterCard ☐ American Express ☐

* I authorise for DuBois Chemicals Australia to store our credit card details in a safe and secure manner until further notice in writing, and to debit my credit card account described above, with any amounts which DuBois Chemicals Australia Pty Ltd may charge me.

AUTHORISATION

Signature of card holder: _____

Please print name in full: _____

CREDIT CARD PAYMENTS - TRADING ACCOUNTS ONLY

If you wish to choose this payment method, your credit card will automatically be deducted on the 5th working day of each month, for the prior month's account.
EG: Your February invoices will be deducted on the 5th working day in March. Should the card be declined for any reason an administration fee of 1% plus GST will apply.

PRIVACY POLICY

Customer Privacy Policy

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DuBois Chemicals Australia Pty Ltd (DCA) is committed to protecting the privacy of your personal information. This policy explains how we collect, use, share and hold your personal information. We may update this policy from time to time by posting the revised version on our website.

The types of personal information we collect

In order to provide you with services, or to perform a function related to providing you with services, we need to collect and hold some personal information about you. The types of information we may collect include:

1. Your contact details (such as your name, address, position, employer, email address and contact phone numbers);
2. Your credit card details;
3. Credit information about you;
4. Your password and username for accessing our services; and
5. Records of your use of your services and your communications with us.

We may also collect these details from your employees or authorised representatives and you must make sure that you have obtained their consent to us collecting and holding their personal information.

If you don't provide us with the personal information we need, we may not be able to provide you with the service you want or we may be restricted in the way that service can be supplied.

How your personal information is collected and held

We usually collect personal information about you when you interact directly with us. For example, we collect your personal details when you provide information to us in person, by phone or email, or when you enter your personal details on our websites. We may collect personal information from you in connection with DCA events, promotions or marketing activities.

We may also collect personal information about you indirectly, including from:

1. Anyone authorised to act on your behalf;
2. Our employees, agents, contractors and suppliers;
3. Credit reporting bodies and credit providers;
4. Other telecommunication and information service providers;
5. Our equipment; and
6. Public sources.

How we use your personal information

We use your personal information to provide you with services and support. In doing so, we may use your personal information for related purposes, such as:

1. Processing your application;
2. Carrying out checks for credit-worthiness;
3. Provisioning or connecting your services;
4. Dealing with your enquiries and providing you with customer support;
5. Managing your services, including account management, billing, processing payments and collecting debts;
6. Investigating complaints and carrying out dispute resolution;
7. Administering our agreement with you;
8. Product research and development, business planning and staff training; and
9. Communicating with you about the services and special promotions we (and our related companies) offer or which we think may be of interest to you, unless you have requested us not to do so. We may tell you about these services and offers via direct mail, electronic direct mail, unsolicited telemarketing calls or any other means of direct communication. You may opt-out of receiving direct marketing at any time by contacting us at ar@duboischemicals.com.au

How we share your personal information

We may need to share your personal information with other organisations in connection with our supply of services to you. For example, we may disclose your personal information to:

1. Our suppliers, resellers and agents so we can supply the service to you;
2. Our out-sourced service providers who perform functions and services on our behalf, such as contact centre services, mailing functions or IT services;

3. Credit reporting bodies, credit providers or debt collection agencies if you don't meet your payment obligations;
4. Other telecommunications and information service providers;
5. Marketing partners with which we share our marketing activities;
6. Our legal, accounting and financial advisers and our related companies;
7. Your authorised representatives;
8. Any person, with your consent;
9. Government, law enforcement and regulatory bodies where this is required for us to comply with our legal obligations; or
10. A specified recipient to facilitate a purchase or potential purchase of our business.

We operate in Australia. We will request that any organisation to which your personal information is disclosed treats the information as confidential. However, they may be compelled by the laws of their own country to disclose information that we have shared with them.

How we protect your personal information

We treat your personal information as confidential within DCA and our related companies. We store your personal information electronically and/or in hard copy form. We take a range of measures to protect the security of your personal information, including by storing electronic information in password-protected servers that are in restricted and monitored areas.

Our websites

We collect information about visits to our websites for marketing and statistical purposes to improve the way we interact with you. We may use cookies or other similar technology for these purposes. The DCA cookie is used to authenticate your access or to make sure you are the same person over a given "session" time. We use third party cookies (e.g. Google Analytics) to track how our websites are used, but in this instance no identifying information is sent to a third party. You can usually remove or block cookies (by using the settings in your browser), but it may affect your ability to use our websites.

All accesses to pages on our websites are "logged". The logged information contains such things as a list of the pages accessed and the sort of browser used. This information is used to check for attempts at "hacking", or other fraudulent activity, to indicate missing pages or other web server problems. We also use it to provide general statistics such as the number of people viewing particular parts of the site.

How to access and correct your personal information

We take all reasonable steps to ensure that the personal information we hold about you is accurate, complete and up-to-date. You can contact us at ar@duboischemicals.com.au if you wish to access or correct personal information that we hold about you.

If you have an enquiry regarding privacy, or you wish to raise a complaint, you can contact our Accounts Team by email at ar@duboischemicals.com.au or by telephone on **03 8340 3200.** Alternatively, you can write to the Manager at – DuBois Chemicals Australia PO BOX 1556 Tullamarine VIC 3043.