

Credit Account Application

FIN.FOR.02 Version: 7 | January 2026
Reviewed January 2026



O Box 307, Yarraville VIC 3013
2/68 East Derrimut Crescent, Derrimut VIC 3026
Phone: 03 9333 4333
ABN 52 640 918 871
info@melbournepowersweeping.com.au
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TERMS AND CONDITIONS OF TRADING

(: with Iron Throne Pty Ltd trading as Melbourne Power Sweeping and related bodies corporate business names)

1. General

*These terms and conditions shall apply to the exclusion of all others including and Terms and Conditions of the consumer (whether on the Customer's orders form or otherwise. No services will be supplied by the Company on any terms or conditions other than those set out herein and by taking delivery of the services the Customer shall be deemed to agree to these Terms and Conditions. For the purposes of these Terms and Conditions Customers shall mean and include the party named and or the party to whom services are sold and or in whose name the company maintains an Account. **These Terms and Conditions shall apply to all future supplies to the Customer.***

2. Payment

The Customer agrees to comply with the trading terms of the Company and the Customer shall make payments for services to the Company 7 days from the date of invoice ("the due date").

Where the customer makes a part payment of the amount due and/or the interest owing, the balance of the amount due and/or interest shall be a debt due to the Company and the Company shall be entitled to charge interest on the daily balance owing in the respect to that debt at the rate of fifteen percent (15%) per annum from the date that it became a debt due until payment is made in full. (The above rate is exclusive of GST)

3. Claims

The Customer will be deemed to have accepted the services as being in accordance with its order unless it notifies the Company in writing of its claim within 2 days of the receipt of the services.

4. Warranty

All warranties whether expressed or implied and whether statutory or otherwise with regards to the goods supplied by the Company as to quality, fitness for the purpose or any other matter are hereby excluded except insofar as any such warranties are incapable of exclusions at law.

Our warranty liability is limited to the value of the services supplied. Consequential losses are not covered by warranty.

5. Costs

Should payment remain outstanding beyond the Company's payment terms as outlined in Clause 2, the Customer is liable for all costs including legal costs (on solicitors /own client basis) and mercantile agents fees incurred by the Company in recovering the amount outstanding.

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6. Change Of Ownerships

The Customer agrees to notify the Company in writing of any changes of ownership of the Customer within 7 days from the date of such change and indemnifies the Company against any loss or damage incurred by it as a result of the Customer's failure to notify the Company of any change.

7. Cancellation

Orders placed with the Company cannot be cancelled without due notice being FOUR (4) hours prior to delivery time agreed. A reasonable fee will be charged for the cancellations within FOUR (4) hours. All costs incurred by the Company in relation to the order before cancellation shall be paid by the Customer.

8. Limit Liability

Unless prohibited by law from doing so, the Customer and the Company agree and acknowledge that the liability of the Company shall be limited to matters where this is a failure on the part of the Company to provide services with reasonable care and skill or technical knowledge and taking all necessary steps to avoid loss and damage to the Customer, be fit for the purpose or give the results that have been agreed to, and delivered within a reasonable time. All conditions and warranties complied by statute law or otherwise howsoever, to the extent possible, are hereby expressly excluded.

9. GST

All prices quoted by the Company are G.S.T exclusive unless otherwise stated. The Customer shall pay an addition to the price any G.S.T payable in respect to any supply as delivered by the G.S.T Act.

10. Customer's restraints

Agreement for restraints

10 (1)

From the day of completion the Customer covenants with the Company to observe and perform and not to commit any breach of the restraints specified in para (3) of this clause.

Reasonableness of restraints

10 (2)

The Customer acknowledges and agrees that each of the restraints is reasonable as regards the nature of the conduct restrained and the duration and scope of the restraint and that the restraints are reasonably necessary for the future protection of the business and goodwill of the Company and the value of the Company's interest in the Company.

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The restraint

10 (3) Enticement of employees

The Customer will not entice or attempt to entice any employee of the Company from continuing to be employed in the business of the Company, on behalf of the Customer or any other person, firm or business on behalf of or associated with the Customer, in the capacity specified in para (a) in the business specified in para (b) within the area specified in para (c) for the period specified in para (d).

- (a) As:
- (i) sole trader;
 - (ii) partner;
 - (iii) director or shareholder;
 - (iv) manager;
 - (v) employee;
 - (vi) agent; or
 - (vii) consultant.

(b) ***The business being power sweeping services, water cartage, ride one sweeping and scrubbing pressure washing;***

- (c) *Within the following radius from the business premises of the Company:*
- (i) 100 kilometres;
 - (ii) 50 kilometres;
 - (iii) 20 kilometres.

- (d) *During the following period commencing on the day of the first supply from the Company to the Customer:*
- (i) 6 months;
 - (ii) 12 months;
 - (iii) 24 months.

(e) *The Customer separately enters into each of the covenants resulting from combining separately each of the capacities in para (a) with each business or activity (if more than one) in para (b), with each geographical area in para (c), with each period in para (d), with the Company.*

(f) *Each of those covenants constitutes an independent and separate restraint imposed on the Customer under these terms and conditions of trading.*

(g) *If any of those covenants is or will become unenforceable, that does not affect the validity and enforceability of the other covenants imposed under this clause, which remain binding on the Customer.*