

**RAIN BIRD (AUSTRALIA) PTY LTD**  
**TERMS AND CONDITIONS**  
**AUSTRALIA AND NEW ZEALAND**

**TERMS AND CONDITIONS**

1. "RBA" means Rain Bird (Australia) Pty Ltd A.B.N. 35 004 644 446 and "the Customer" means the party placing an order for the purchase of goods or services from RBA or requesting that RBA perform work and labour for the Customer. "Order" or a "request" refers to an order for goods or services and/or a request for RBA to perform services or supply materials for the Customer, "The State" means the state of Australia in which the Customer is or was located, "ACL" means the Australian Consumer Law, as contained in the Competition and Consumer Act 2010 (Cth), "PPSR" means the Personal Property Securities Register. "PPSA" means the Personal Property Securities Act 2009 (Cth), the terms "attaches", "collateral", "proceeds" "purchase money security interest" and "security interest" have the meanings given to them in the PPS Act, and "perfection" and "perfecting" have a meaning corresponding with the definition of "perfected" in the PPS Act,
2. These terms and conditions apply to each and every order or request from a Customer for RBA's goods or services and there shall be no contract until an order or request is received by RBA and accepted by RBA in writing or by RBA delivering the goods or services the subject of the order.
3. These terms and conditions also apply to installation services performed by RBA. Any installation by RBA shall be during normal working hours and only after the site has been properly prepared by the Customer at its own expense and in accordance with RBA directions (if applicable).

**PRICES AND PAYMENT**

4. All prices charged by RBA are subject to change without notice. Unless otherwise agreed in writing, prices quoted by RBA will be quoted ex RBA warehouse from which the goods are shipped or, in the case of services to be performed, from the place at which RBA at its option performs the services. Recommended and suggested resale or retail prices wherever shown are recommended resale or retail prices only and there is no obligation to comply with that recommendation or suggestion. List or trade prices apply only to those who have approved accounts with RBA for the relevant goods or services. RBA price lists or price catalogues do not constitute any offer whatsoever. The price of equipment does not include installation by RBA unless specifically stated by RBA in writing.
5. Unless otherwise agreed, the Customer shall pay all monies to RBA by cash. In the event RBA approves a credit account for the Customer, the Customer shall unless otherwise agreed in writing pay RBA by the end of the calendar month following the month in which the Customer is invoiced. In the event payment is not made in accordance with these terms and conditions, RBA shall be at liberty to charge the Customer and be paid interest on the outstanding balance from the date of invoice until the date of payment at the rate charged by the National Australia Bank in respect of standard overdraft facility of the sum of \$100,000. Payments received by RBA may at its election be credited first against accrued interest, second against any costs or expenses payable by the Customer to RBA and thereafter the debt. In the event of any default in payment by the Customer all monies owing by the Customer to RBA on any account whatsoever shall at RBA's option become immediately due and payable in full by the Customer.
6. The Customer shall in addition to any monies otherwise payable hereunder pay any applicable goods and services taxes (or its equivalent) in respect of any goods and/or services purchased.
7. In the event the Customer is in default of any term or condition of any order or request and the Customer has been in default thereof for a period of seven days RBA at its election at any time thereafter shall be at liberty to cancel any or all orders or requests yet to be completed or fulfilled and to recover from the Customer any or all losses, damages, costs, interest, fees, charges (including handling charges payable to RBA and its suppliers) and all expenses incurred and suffered by RBA as a result of the Customer's default and the subsequent cancellation. The Customer shall have no recourse whatsoever against RBA for any loss or damaged suffered as a result of any such cancellation.
8. Any credit account approved by RBA for the Customer relating to trading between RBA and the Customer is granted by RBA on the basis of information supplied by and representations made on behalf of the Customer and, in particular, on the information disclosed by the Customer in relation to the ownership of the Customer as set out in the application for that account. For that reason, the Customer shall inform RBA of any changes in the ownership of the Customer – whether total or

partial by forwarding to RBA notice in writing of that change by prepaid security post or its equivalent, direct to Customer Service at:

**Rain Bird (Australia) Pty Ltd**  
**P.O. Box 1430**  
**Tullamarine, Victoria, 3043**  
**Australia**

9. Any credit facility granted by RBA to the Customer may be revoked or varied at any time by RBA at its sole discretion. Termination by RBA of any credit facility shall be by notice in writing to the Customer and shall take effect upon receipt of that notice by the Customer as referred to in these terms.

**DELIVERY OF GOODS**

10. Notwithstanding that the Customer may conduct a credit facility with RBA, RBA shall not be obliged to deliver goods or perform services until all monies owing and overdue to RBA by the Customer for prior orders and/or requests are paid to RBA. In the event RBA elects as a result of the Customer's prior indebtedness to RBA to retain possession of goods or equipment the delivery or completion date referred to in any request or order shall be replaced by a date being thirty days from the date of satisfaction by the Customer of the Customer's prior indebtedness to RBA.
11. The means of delivery of goods shall be at RBA's discretion as to whether such delivery is affected by road, air, rail or post. RBA shall be permitted to deliver any of the goods in an order by part deliveries and shall be entitled to invoice each part delivery and be paid for same in accordance with these terms and conditions. Delivery of goods shall be at the Customer's expense. RBA shall not be required by the Customer at any time to deliver goods to any party other than the Customer and in particular not direct to any consumer or client of the Customer.
12. To the extent permitted by law, any liability of RBA for loss or damage during carriage handling and/or storage to any goods or equipment or part thereof (either owned by the Customer or not) or to any goods purchased by the Customer is limited at the sole discretion of RBA either to the replacement or repair of such goods or equipment or part thereof damaged or to credit the Customer's account with the value of such goods or equipment or part thereof damaged. Any claim against RBA does not extend to consequential loss or damage, including that caused by the negligence or default by RBA.
13. The Customer shall inspect all goods delivered by RBA to the Customer immediately upon delivery. Subject to clause 33, any claim by the Customer relating to any defect in manufacture of goods, or defect in services performed by RBA for the Customer, or any shortage or other nonconformity to an order for goods or a request for services to be performed shall be made in writing and delivery by security mail or its equivalent addressed to the Customer Relation Manager at RBA at its address in the State of Victoria within 7 days of delivery of the goods or of collection of the goods or equipment on which services have been performed. Unless such written claim is received by RBA within the specified period and to the extent permitted by law, the Customer shall be deemed to have accepted the condition of the goods, conformity of the goods to the order and/or the completion of the services according to the Customer's request. Any claim in relation to a defect in goods must be accompanied by both:
  - (a) a specimen of the article showing the alleged defect; and
  - (b) a sample taken from the consignment in its original packaging showing the references used for identification purposes.Every other claim shall specify such documentation as is necessary to properly identify the matter complained of and such documentation shall include at least the relevant invoice and delivery docket. Notwithstanding that a claim has been made by the Customer, the Customer shall pay for the goods and/or services pending determination of the claim by RBA.

**RISK AND TITLE**

14. In this clause 14, 'Customer' means the Customer, and/or receivers and/or administrators. Unless otherwise agreed, risk shall pass to the Customer upon delivery. Notwithstanding that risk may have passed to the Customer, property and title in any goods sold by RBA shall remain with RBA until receipt by RBA of the purchase price of the goods as invoiced by RBA.
  - (a) Until such time as property and title in the goods passes to the Customer, the Customer shall hold the goods as fiduciary agent and bailee for RBA and must store the goods separate from its own goods and those of any other third party in such a way as to clearly indicate at all times that the goods are owned by RBA. The Customer must ensure that, at all times, the goods are maintained in a safe and marketable condition, properly stored, protected,

readily identifiable and insured. The Customer may not sell or deal with the goods until payment in full has been received by RBA for the goods. Any proceeds of sale from the sale of goods by the Customer to a third party where payment in full has not been received in full as required by RBA, shall be held by the Customer as trustee for RBA and the Customer must account to the RBA for those sums.

- (b) Notwithstanding any other provision to the contrary, RBA reserves the following rights in relation to the goods until all sums outstanding in relation to the goods and all other amounts owing by the Customer to RBA from time to time have been paid in full:
- (i) legal and equitable ownership of the goods;
  - (ii) to retake possession of the goods; and
  - (iii) to keep or resell any of the goods repossessed.
- (c) Until all sums outstanding in relation to the goods and all other amounts owing by the Customer to RBA from time to time have been paid in full, or if the Customer credit facility is terminated by RBA, then without limitation to any other rights of RBA against the Customer, in the event of a breach of these terms and conditions by a Customer, the Customer at its cost must return the goods to RBA immediately on demand. In addition, RBA shall be entitled at its election to the immediate return of the goods and shall have the right to enter, and is hereby expressly authorised to enter, upon the premises of the Customer or any other premises at which the goods are stored to re-possess any of the goods. In the event that the permission of any third party is required for access to repossess the goods the Customer shall obtain that permission at its own expense. The rights of RBA are in addition to any other claim or rights RBA has. The Customer hereby grants full leave and irrevocable licence to RBA and any person authorised by RBA to enter upon any premises where the goods may for the time being be placed or stored for the purpose of retaking possession of the goods.
- (d) Upon the repossession of the goods by RBA, RBA shall be entitled to re-sell the goods for the best price it can obtain and to be paid by the Customer any and all shortfall between that sale price and the debt owing to RBA together with the damages suffered by RBA as a result of the default by the Customer, such damages to include but not be limited to the legal costs and other expenses incurred in obtaining possession of the goods. The Customer shall have no claim against RBA for any damages or other monies whatsoever if RBA repossesses or attempts to repossess the goods. The rights of RBA hereunder are in addition to any other claim or rights RBA has under any other term hereof or under any other contract between the parties.

#### 15. PERSONAL PROPERTY SECURITIES ACT (PPSA)

- (a) The Customer acknowledges and agrees that the PPSA applies to these terms and conditions.
- (b) The Customer grants RBA a purchase money security interest (PMSI) in all goods and any proceeds supplied by RBA to the Customer.
- (c) The Customer acknowledges and agrees that the security interest:
  - i. arising under this clause will be perfected by RBA prior to the Customer obtaining possession of the goods (in accordance with clause 14);
  - ii. is a continuing and subsisting interest in the goods with priority over any other security interest and any unsecured creditor of the Customer;
- (d) The Customer will do everything required of it to enable RBA to register and maintain its security interest with the priority RBA requires.
- (e) RBA does not need to give the Customer any notice under the PPS Act unless the notice is required by the PPSA and that requirement cannot be excluded.
- (f) If Chapter 4 of the PPSA would otherwise apply to the enforcement of the security interests created under this Agreement, the Customer agrees that sections 95, 120, 121(4), 125, 128, 129, 130, 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA will not apply.
- (g) The Customer agrees not to disclose to an 'Interested person' or any other person, any information of the kind described in section 275(1) of the PPSA;
- (h) The Customer must notify RBA immediately in writing of any changes to its name, address, contact details or data required to register a financing statement under the PPSA.

#### VARIATION/CANCELLATION OF AN ORDER

16. No order for the sales of goods or request for RBA to perform services shall be cancelled without the written consent of RBA. In the event the Customer purports to cancel any order or request, such attempt may at

RBA's election be treated as a repudiation of the contract between the parties and the Customer shall pay to RBA all losses, damages, costs, interest fees, charges including handling charges payable to both RBA and its suppliers (if any) and the expenses incurred or suffered by RBA as a result of the repudiation of the contract.

17. Orders for sale of goods and requests for RBA to perform services shall not be varied unless the variation is in writing and accepted by RBA in writing. Any request for a variation shall be posted by prepaid post to Customer Service at:

**Rain Bird (Australia) Pty Ltd**  
**P.O. Box 1430**  
**Tullamarine, Victoria, 3043**  
**Australia**

RBA's acceptance of the variation shall be posted by prepaid postage to the address of the Customer to which RBA renders accounts or sent by facsimile or email.

18. Should RBA be prevented from delivering goods or commencing or completing services by reason of delay by the suppliers to RBA, lockouts, strikes, riots, fire, inclement weather, delays, loss or damage in transit, war, civil commotion, government action, failure of utilities to supply gas, water or electricity or unexpected or exceptional circumstances beyond RBA's control, the time for delivery of goods or completion of the services shall be extended until the operation of the cause or causes preventing delivery or completion of the services has ceased or the order or request may at RBA's option be annulled without any penalty or expenses to or claims against RBA by any person.
19. Should RBA be prevented from delivering part of an order for goods or from completing services requested by the Customer by reason of any of the causes referred to in clause 18 hereof RBA shall be entitled to deliver such part of the goods or services as RBA is able to deliver and the Customer shall accept those goods and the services and RBA shall be entitled to charge the Customer for those goods or for the services performed pursuant to the request of the Customer.
20. To the extent permitted by law, no goods corresponding with order shall be returned to RBA by the Customer without the written consent of RBA. If RBA consents to the return of goods, RBA shall not be required to accept such goods by way of return unless:
- (a) The delivery charge for the return to RBA of the goods is first paid by the Customer;
  - (b) The goods are unused and undamaged and in their original packaging; and
  - (c) The goods and the packaging are as new and in a saleable condition with only their original marks, numbers unaltered and prices not marked thereon.

A Restocking Charge of 20% of the cost of the goods will be assessed for goods returned for credit.

21. Each order and/or request for goods and services is subject to acceptance by RBA at:

**Rain Bird (Australia) Pty Ltd**  
**P.O. Box 1430**  
**Tullamarine, Victoria, 3043**  
**Australia**

#### RBA'S RIGHTS

22. RBA or the manufacturer of the goods ("the Manufacturer") may, without notice, change the range of goods and services or redesign or modify existing goods or services resulting in some goods or spare parts becoming obsolete or unavailable and RBA or the Manufacturer shall not be liable for any loss or damage suffered by the Customer or the Customer's customers as a result. The Customer undertakes to advise any person or company to whom it sells any goods of this condition.
23. All equipment, artwork, tools, dyes and plates made or altered by RBA to fulfil an order or request shall remain the property of RBA.
24. The Customer irrevocably authorises RBA, its servants and agents to make such enquiries as they deem necessary and as may be allowed by law of or incidental to the Customer's or its director's credit history.
25. Failure by RBA to insist upon strict performance of any term of any contract between the parties or of any term hereof shall not constitute a waiver of similar or a subsequent breach and the rights of RBA to enforce these terms and conditions and those in any other contact shall remain valid and subsisting.
26. We accept and authorise Rain Bird Australia Pty. Ltd and Rain Bird Corporation to send me as a customer electronic mail, which may include product, account, order status, delivery, marketing and sales information.

#### CUSTOMER'S ACKNOWLEDGMENTS

27. The Customer acknowledges being informed by RBA prior to any trading that:
- (a) Some goods require specific storage, handling, installation and display conditions to maintain quality.

(b) RBA trademarks and trade dress or get-up are protected by law from misuse, e.g. Infringement, forgery, or passing off.

28. The Customer acknowledges and agrees that it does not have any authority to waive, alter, or add to the terms of the Extended Warranty Policy or these terms and conditions, or to make any representation or warranty not contained herein or to extend the Extended Warranty Policy to anyone other than a RBA trade customer.
29. The Customer has no authority to pledge the credit of RBA to any other party or represent to any other party that RBA has an interest in the Customer's business. The Customer is warned any indication to the contrary by the Customer to others by statements, advertising, letterheads or otherwise is without the authority of RBA and such terms as "RBA Agent", "RBA Dealer" or "RBA Shop" might cause the public to infer incorrectly that RBA has an interest in or is responsible for the conduct of the business of the Customer.
30. In the event the Customer provides to RBA any name, monogram, trade mark or other identification to be affixed on or to goods or equipment, the Customer warrants that the Customer is entitled to use such name, monogram, identification, trade mark or transfer and indemnifies RBA against any claim which may be made against RBA by any other party arising out of the use of that name, monogram, identification, trade mark or transfer.
31. In relation to each order for the sale of goods by RBA to the Customer, the Customer confirms and agrees that the goods are acquired for resale or resupply in the ordinary course of the customer's business.

#### **CUSTOMER'S RESPONSIBILITIES**

32. The Customer shall forthwith give notice to RBA of the change of address, telephone number, facsimile numbers or address for delivery to the Customer.
33. The legal costs, stamp duty and other expenses incurred by RBA in respect of any Application for a credit facility, any written agreement with RBA of whatsoever nature, any guarantee, security documents or other documentation required for the trading between the parties or other costs incidental thereto shall be paid by the Customer upon invoicing RBA or on such other terms as are agreed to by the parties.

#### **WARRANTY**

34. The Warranty Policy of RBA in respect of goods supplied is set out in RBA's website and is subject to change without notice. The Warranty Policy extends and is not intended to vary or exclude any warranties that are implied by law and cannot be excluded or varied.
35. Subject to clause 34, the Warranty Policy does not apply unless the Customer:
  - (a) has contacted RBA for an inspection and approval of the defective goods; and
  - (b) strictly follows RBA's directions in respect of the Warranty Claim.
36. The Warranty Policy does not apply to:
  - (a) goods that have been altered or modified;
  - (b) goods that have been used in a manner that is not in accordance with the manufacturer's instructions;
  - (c) goods that have been damaged by lightning or electrical surges;
  - (d) any damage or loss directly or indirectly caused by a negligent act or omission of the customer;
  - (e) defective equipment or damage caused by defective equipment that was not manufactured or supplied by RBA, even though such equipment may have been used in conjunction with RBA goods;
  - (f) loss or damage to goods that have been subjected to freezing conditions where they have not been properly prepared for winter shutdown, and the Customer acknowledges that it is its responsibility to advise the person or companies to which it sells the goods of this requirement.; or
  - (g) any consequential loss or damage howsoever caused, whether or not caused or contributed to by negligence of RBA.

#### **LIABILITY**

37. Subject to any express written warranty otherwise given by RBA, and subject to any statutory warranties express or implied which by law cannot be excluded all warranties conditions and representations whether express or implied are expressly negated. Where a warranty or condition is implied by law, RBA's liability to the extent that same can be so limited is limited to one of the following at the election of RBA in the case of goods:
  - (a) Replacement of goods or supply of equivalent goods;
  - (b) Repair of goods;
  - (c) Payment of costs of replacing the goods or acquiring equivalent goods; or
  - (d) Payment of the cost of having the goods repaid.And in the case of services:
  - (a) The supply of the service again; or
  - (b) The payment of the cost of the service.Any claim against RBA does not extend to consequential loss or damage.

#### **UNITED STATES FOREIGN CORRUPT PRACTICES ACT ("FCPA") AND RESPONSIBILITIES RELATED TO PREVENTION OF CORRUPT PRACTICES**

38. The Customer shall conduct its business under the highest standards of legal and ethical conduct. The Customer shall not engage in conduct or practices which are or could be deemed to be unfair, corrupt, unethical, deceitful or misleading or which tend to bring discredit upon RBA or its reputation. The Customer shall not directly or indirectly give, offer or provide any gift, reward or inducement for the purpose of influencing or corrupting the buying decisions of any customer, whether governmental or private. The Customer shall in no case engage or participate in any actions designed directly or indirectly to corrupt or influence the acts or decisions of any governmental official or employee, or which might be a violation of the FCPA, irrespective of local customs or practices. In its compliance with this clause, the Customer shall be fully responsible for the actions of its employees, subcontractors, suppliers or affiliated entities.
39. In carrying out its responsibilities under these terms and conditions, the Customer will implement all necessary controls and procedures to ensure that any contractual relationship it enters into with any subcontractor or other third party acting on its behalf and on behalf of RBA is permissible under the FCPA, applicable local laws and regulations, applicable industry codes and RBA's FCPA and Anticorruption Compliance Policy Summary.
40. The Customer agrees to permit RBA to take reasonable steps to ensure that funds provided pursuant to these terms and conditions are properly used, including permitting, during the term of these terms and conditions and for three years after final payment has been made under the these terms and conditions, RBA's internal and external auditors access to any relevant books, documents, papers, and records of the Customer involving transactions related to these terms and conditions.
41. The Customer represents and warrants to RBA that:
  - (a) The Customer acknowledges and agrees that it has received a copy of RBA's FCPA and Anticorruption Compliance Policy Summary and agrees to comply with the FCPA and the similar Australian legislation the Criminal Code Amendment (Theft Fraud Bribery and Related Offences) Act 2000 (Cth);
  - (b) It has no officers, directors or executives who are Foreign Officials;
  - (c) It has no Family Member who is a Foreign Official (other than those identified in writing in a document submitted to RBA prior to the execution of these terms and conditions). Where any Family Member is so identified, the Family Member listed has no official responsibilities that bear on the work for which the Customer is being engaged; and
  - (d) All information provided by the Customer during RBA's pre-contractual due diligence, is complete, truthful and accurate.
42. The Customer undertakes to RBA that:
  - (a) It will not directly or indirectly offer or pay, or authorize such offer or payment, any money or anything of value to improperly seek to influence any Foreign Official or foreign government entity decision-making or to gain a commercial or other improper advantage for RBA;
  - (b) If the Customer receives a commission relating to a contract entered into directly between RBA and a government agency, the Customer represents that none of the commission money will be provided to any Foreign Official;
  - (c) It will update the warranties and representations contained in these terms and conditions if the Customer, or any of the employees or individuals who will be primarily responsible for performing under these terms and conditions, or an officer or director of the Customer, or an owner of the Customer, or a Family Member other than the Family member previously identified under (c) above, becomes a Foreign Official or if a Foreign Government becomes an owner of the Customer;
  - (d) It will sign any acknowledgments reasonably required by RBA;
  - (e) Should the Customer have breached RBA's FCPA and Anti-Corruption Compliance Policy Summary or the Criminal Code Amendment (Theft, Fraud, Bribery and Related Offences) Act 2000 (Cth) it shall fully indemnify RBA and its related entities for any loss sustained by them (including legal costs on a solicitor and own client basis) of or incidental to the breach.

#### **TERMINATION**

43. RBA may immediately terminate its agreement with the Customer and may refuse to supply any outstanding orders placed by the Customer if:
  - (a) The Customer breaches the representation, warranties and undertakings referred to herein or;
  - (b) RBA has reasonable grounds to believe the Customer has breached RBA's FCPA and Anti Corruption Compliance Policy

and/or the Criminal Code Amendment (Theft Fraud Bribery and Related Offences) Act 2000 (Cth).

The Customer shall have no claim whatsoever against RBA for any direct or indirect loss of or incidental to RBA's termination of its agreement with the Customer pursuant to this clause.

44. In clauses 38 - 42, "Foreign Official" means a public official as defined in the Criminal Code Amendment (Theft Fraud Bribery and Related Offences) Act 2000 (Cth) and as defined in the FCPA which definition encompasses any officer or employee of a foreign government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization and includes, an elected or appointed official of a foreign government; an employee or person acting for or on behalf of a foreign government, agency, instrumentality or enterprise performing a foreign governmental function, including, for example, a low-level customs officer; an employee of a state-owned or even partially state-owned entity such as a state-run university, state-run hospital, partially state-owned oil and gas company, or state-owned television station; an employee of a foreign government funded entity; a person acting for or on behalf of a foreign government – even temporarily; a foreign political party; an officer, employee or person acting for or on behalf of a foreign political party; a candidate for foreign public office; an officer or employee of a quasi-government organization (e.g., United Nations, World Health Organization); and a member of the military; "Government" means and includes all levels and subdivisions of government (i.e., local, regional state or national and administrative, legislative, judicial or executive), "Family Member" means an immediate family member which means, parents, spouses, life partners (spouse equivalents), siblings, children and grandchildren and "Third Parties" to whom these provisions apply has the same meaning given to it in the FCPA and Anticorruption Compliance Policy Summary.
45. Any notice given by the Customer to RBA shall be deemed to have been properly given if such notice is posted by security post or its equivalent to Customer Service at its address at:

**Rain Bird (Australia) Pty Ltd**  
**P.O. Box 1430**  
**Tullamarine, Victoria, 3043**  
**Australia**

and shall be deemed to have been received by RBA upon delivery of that notice by Australia Post to RBA.

**NEW ZEALAND PERSONAL PROPERTY SECURITIES ACT 1999 (NZ) & GOODS AND SERVICES TAX ACT 1986 (NZ) (GST ACT)**

In the case of goods or services supplied in New Zealand under an order, the following terms and conditions shall apply:

46. "PPSA" means the New Zealand Personal Property Securities Act 1999 (NZ).
47. The Customer grants to RBA a security interest in all products supplied by RBA as security for payment of the purchase price of the goods and all other moneys payable to RBA by the Customer (whether under these Terms or under the terms of any specific contract relating to the supply of goods by RBA to the Customer) and for the performance by the Customer of all of its other obligations to RBA.
48. The Customer agrees to do anything that RBA requires and promptly give RBA all assistance and information (including signing any documents) as RBA requests to ensure that RBA has a perfected first ranking security interest in all goods (and the proceeds thereof) supplied by RBA.
49. RBA may register a financing statement at the Customer's costs.
50. RBA may allocate all amounts received by the Customer in any manner it determines including any manner required to preserve any purchase money security interest in the goods.
51. The Customer waives the right to receive a copy of any verification statement confirming registration of a financing statement relating to the security interest created by these Terms.
52. The Customer agrees not to change its name without notifying RBA in writing of the Buyer's intention to change its name at least 10 business days prior to doing so.
53. The Customer agrees that it has no rights under sections 114(1)(a), 116, 120(2), 121, 125, 129, 131, 133 and 134 of the PPSA.
54. The Customer agrees to indemnify RBA for any costs incurred by RBA under clauses 47 to 53.
55. If GST is payable on supply of goods or services made in New Zealand pursuant to these terms and conditions, RBA will issue to the Customer a document which contains such information as will ensure that it is a tax invoice for the purposes of the GST Act.