

# TERMS AND CONDITIONS

These are the terms and conditions on which the relevant Commercial Metals Company subsidiary company named on the applicable application for credit, quotation or confirmation of order (referred to herein as "we" or "us" or "our") is willing to trade with you. Any variation to these terms and conditions must be in writing and signed by an authorised officer of the relevant Commercial Metals Company subsidiary company.

## 1. Price and Description

The price and description of the product you may offer to purchase from us ("**our product**") is described in our standard price list, current market offer or the relevant quotation or confirmation of order we have provided to you (as applicable). Our prices are exclusive of delivery charges.

We may change our standard price list, current market offer or any quotation or confirmation of order we have provided to you at any time without prior notice, including after you have offered to purchase our product from us, but before we accept such an offer.

Notwithstanding any other provision of these terms and conditions, we may increase the price of our product after we have accepted an offer to purchase from you, but before our product is delivered, if the price increase results from an increase in the price of any inputs which comprise part of our business, including any increase in any applicable taxes, duties or levies imposed by any government agency or other regulator.

Any description of our product is given by way of identification only and the use of that description does not constitute a sale by description. The provisions and tolerances contained in the standard specifications to which we (or our affiliates, suppliers or sub-contractors) manufacture product apply to each purchase order you place with us. Reference to, for example, sheet size, strand width, gauge and weight are approximately only and are subject to normal trade tolerances and industry practices.

You are responsible for ensuring that the type of product ordered and the standard specifications for it are suitable for its intended use by you and we are not liable to you for any product you order which is unsuitable for your intended use.

## 2. Payment

If you have a pre-approved account limit with us, our terms are strictly payment 30 days from the end of the month of delivery, unless otherwise agreed by us in writing.

If you do not have a pre-approved account limit, payment in advance by cash or cheque is required.

These terms of payment also apply to any work we perform or service we provide to you on request, which is separate from your purchase of product.

Payment must be made in full without any set-off or other deduction, including in relation to any dispute.

Payment is only received by us when we receive cash or when the proceeds of other methods of payment are credited and cleared into our bank account.

## 3. Account Limit

Normally, we allow you to purchase and continue to purchase our product as long as the total of your account does not exceed your pre-approved account limit and you have provided us with three (3) satisfactory written trade references and/or a satisfactory trade or status report from a credit rating agency acceptable to us.

We may require fresh references/reports and additional information from you from time to time, including where you apply to increase your account limit.

If we perform work or provide a service to you separate from your purchase of product, our fee for providing such work or service is added to your account.

You agree that you will, if we request, also provide us further supporting documentation, which may include any or all of the following:

- evidence that you have been incorporated for at least 12 months; and
- a copy of your audited financial statements (which must not be more than 12 months old).

In no circumstances are we obliged to accept any application for an increase in the limit of your account and we are not obliged to give you reasons for our decision.

If any account is not settled within our trading terms, you agree that, in addition to any other rights and remedies we may have, we may suspend all sales and delivery of our product to you or close your account with us.

You acknowledge that we may decline your application to purchase our product if we are advised by our insurers that they will not grant us appropriate cover in relation to you.

## 4. Government Charges

Our prices are exclusive of GST and all other applicable taxes, levies, duties and government charges, but if GST or other existing or new tax, levy, duty or government charge is payable, it is to your account and must be paid at the same time as you pay for our product. We will give you a tax invoice.

## 5. Delivery

Delivery takes place at the time our product passes into your or your agent's physical possession or control, when you collect the product or arrange for their collection from us or when ownership of our product has passed to you, whichever is earlier.

Unless otherwise agreed by us in writing, you are responsible for all delivery charges.

We are not obliged to complete any order in one delivery and we reserve the right to deliver by instalments. We are entitled to invoice you for part-payment of an order in respect of our product that has been delivered.

Any date for delivery of our product indicated by us is an estimated date for delivery only. We are under no liability for any loss or damage, however it arises (including by our negligence), if the product is not delivered by the estimated delivery date.

You are responsible for ensuring that there is suitable access to your premises where we agree that we (or our affiliates, suppliers or sub-contractors) will deliver our product to you. You represent and warrant to us that appropriate access and safety procedures are in place at your premises and that all machinery and equipment (including earthing points) required for delivery and unloading is available and properly maintained.

Any costs incurred by us, including all transport, handling and storage charges, due to any failure by you to accept our product at the time of delivery or to collect it at the agreed time must be reimbursed by you to us.

Except as required by law, we are under no obligation to accept any product returned by you for any reason.

## **6. Risk**

At all times from and including the date of delivery, our product is at your risk of loss or damage and you are responsible for its safe custody. You assume all risks associated with the unloading of product, including any damage to or loss of product and any damage to property caused by the unloading of product.

It is up to you to arrange your own insurance.

## **7. Ownership**

You do not own or have any legal or equitable interest in any of our product in your possession or control until all of our product you have purchased from us at any time and all other amounts owing by you to us on any account whatsoever have been paid for in full.

Until you have given us full payment of every amount owing by you to us on any account whatsoever, you hold our product as fiduciary bailee for us and you must:

- store and deal with our product in a way that makes our product clearly identifiable as ours;
- keep our product in good and merchantable condition;
- fully insure our product against loss or damage, however caused; and
- not create any encumbrance over our product that is inconsistent with our title and ownership to the product.

You grant us an irrevocable licence to enter your premises on any business day to inspect our product in your possession and your books or records regarding our product.

With our prior written consent (which you acknowledge we may withhold in our absolute discretion), you may promote and on-sell our product

in the ordinary course of business even if ownership of our product has not passed to you. You must hold the proceeds of sale in trust and not by way of security, for and as agent for us in a separate account, you must pay the proceeds to us as soon as you receive them and we have the right to trace and claim such proceeds.

You have no rights to bind us to any liability to any third party by contract or otherwise.

If you use our product in some manufacturing or construction process of your own or some third party, you must hold such part of the proceeds as relates to our product in trust for us. Such part shall be deemed to equal in dollar terms the amount payable or owing by you to us at the time of the receipt of such proceeds. You must also keep separate records and clearly identify in your books your use of our product in such manufacturing or construction process.

## **8. Assignment**

You must not assign, novate, transfer, sub-contract, sub-licence or otherwise dispose of any or all of your rights or benefits under these terms and conditions, unless you have obtained our prior written consent (which we may withhold in our absolute discretion). Any assignment, etc, by you without our consent shall entitle us to avoid any liability we may have to you under these terms and conditions.

We may assign, novate, transfer, sub-contract, sub-licence or otherwise dispose of any or all of our rights and/or obligations under these terms and conditions to any person without your consent and, in the case of a novation, you and we and the relevant third party must each execute a novation agreement in a form prescribed by us.

## **9. Recovery**

If at any time you owe us money on any account in excess of our trading terms, then, in addition to any other rights and remedies we may have, you agree we may enter any premises owned, possessed or controlled by you where our product is stored and remove our product and re-sell all or any of them.

We are not liable to you if we take such action and you must indemnify and hold us (and our affiliates, suppliers and sub-contractors) harmless against all losses, liabilities and costs (including legal expenses) sustained, incurred or suffered by us (or our affiliates, suppliers or sub-contractors) as a result of any act lawfully done by us (or our affiliates, suppliers or sub-contractors) in the exercise of our powers to recover and re-sell our product.

## **10. Claims**

When we deliver our product to you, you must inspect it immediately. You must report to us in writing any damage or incorrect supply which must be received by us within 7 days of delivery (except claims for non-delivery of product ordered which must be reported to us in writing within 7 days from the date of invoice) otherwise we may refuse any claim you make.

If our product is damaged when we deliver it to you, we may accept its return and replace it with an equivalent product or credit you with the price paid, at our option. We will accept the return of product if the product is not in accordance with your order, your proof of purchase is returned, and it is returned to us in its original condition within 21 days of delivery.

Unless otherwise agreed by us in writing, you must return the product to the same warehouse from which you originally purchased the product from us. We may charge you a handling or re-stocking fee for any product which we have correctly supplied to order, but you wish to return and we have agreed to the return of the product. If we accept the return of product which was specifically produced to your specifications or has been damaged or altered by you, we will not credit you with the price paid for it.

If we agree to replace product for you and you do not accept the replacement product at the time of delivery or you do not collect the replacement product at the agreed time, you authorise us to dispose or otherwise deal with that product in our sole discretion, without the need to account to you or provide you with further replacement product afterwards.

If you have a dispute with us, you must notify our credit department in writing of your dispute prior to the due date of your payment for our product. Notwithstanding the foregoing, you are still required to pay us in accordance with our payment terms and must not withhold payment because of any disputed claim.

#### **Force Majeure**

You agree that you must accept delayed delivery and/or cancellation of an order and make no claim against us for any delay in delivery, cancellation or any damaged product delivered to you or for any breach of these terms and conditions or any other failure by us, arising as a direct or indirect result of events beyond our control, including, natural occurrences, industrial disputes, failure of our equipment or machinery or failure of any of our suppliers or sub-contractors.

### **11. Overdue Accounts**

Any account which is overdue will attract interest at the rate of interest (however described) equivalent to 14% per annum. If the arrangements provided under this clause would otherwise constitute a credit contract as defined in the Consumer Credit Code the time for payment of any overdue account is limited to a total period not more than 62 days from the date of statement. Nothing in this clause imposes an obligation on us to extend our payment term to you for any period at all.

We may elect (in our absolute discretion) not to dispatch any product nor accept any further orders you place with us if your account is overdue.

You agree that any discounts, rebates or other concessions are lost if payment is not made in time.

If you are in breach of any of our terms and conditions, including if your account is overdue, you agree that you are responsible for all of our expenses of any kind, including our legal costs on a solicitor client basis and any commission or other expense incurred by any debt collection agency we retain to recover the monies you owe us. We may elect (in our absolute discretion) to commence legal proceedings against you for the recovery of any account which is overdue.

## **12. Liability**

### **12.1 Replacement or Money Back**

- (a) The exclusions and limitations on liability in these terms and conditions, including this clause 12.1, do not apply to any liability to the extent that the same may not be excluded or limited as a matter of law and this clause 12.1 is subject always to clause 12.2.
- (b) Warranties do not apply if the product has received maltreatment, inattention or interference or the product has not been used in accordance with any performance ratings or care instructions.
- (c) Our liability for any claim, action, proceeding or dispute, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, under or in connection with these terms and conditions, is limited to: (i) in the case of a supply of goods, us doing any one or more of the following (at our election): replacing the goods or supplying equivalent goods; repairing the goods; paying the cost of replacing the goods or of acquiring equivalent goods; or, paying the cost of having the goods repaired; and (ii) in the case of a supply of services, us doing either or both of the following (at our election): supplying the services again; or, paying the cost of having the services supplied again.
- (d) If, notwithstanding the above, we are liable to any person, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, under or in connection with these terms and conditions, then our liability is limited in aggregate to the lesser of \$100,000 and the purchase price paid for our product the subject of the relevant claim, action, proceeding or dispute.
- (e) In no circumstances are we liable to any person, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, under or in connection with these terms and conditions, for any special, indirect or consequential loss, even if you advise us of any special circumstances, or for any loss of profits, loss of sales, loss of business or agreements, loss of goodwill, loss of or wasted management of staff time or loss of anticipated savings.

### **12.2 Statutory Rights**

- (a) To the fullest extent permitted by applicable law, we exclude all implied representations, warranties, terms and conditions of any kind whatsoever (whether implied by common law, statute or otherwise) and the application or availability of any statutory rights (including any statutory guarantees that any goods or services supplied under these terms and conditions are of satisfactory quality or fit for their purpose).
- (b) Nothing in this Agreement is intended to exclude, restrict or modify any rights that you may have under the *Competition and Consumer Act 2010* (Cth) (the "**CCA**") or any other applicable legislation which may not be excluded, restricted or modified by agreement.

(c) If the CCA or any other applicable legislation provides you with any non-excludable statutory rights (including any implied representations, warranties, terms or conditions or any statutory guarantees) in respect of any goods or services supplied under these terms and conditions, then the exclusions of and limitations on our liability in these terms and conditions do not apply in respect of such non-excludable statutory rights, however, where our liability with respect to such non-excludable statutory rights may be restricted or modified, then, without prejudice to any non-excludable statutory rights that you may have which may not be restricted or modified by agreement, our liability is limited in the manner set out in clause 12.1(c).

### 13. Priority

These terms and conditions override your terms and conditions. Under no circumstances will any terms or conditions contained in, or endorsed upon, any correspondence, invoices or documents issuing from you under or in connection with these terms and conditions, or otherwise stated by you in making an order, offer to purchase our product, or payment for our product, be binding on us or be deemed to form any part of these terms and conditions.

### 14. Minimum Purchase

You acknowledge that we may impose a minimum quantity for individual purchases as a condition of sale.

### 15. Orders

All communications between you and us, including all purchase orders, must be in writing (which includes by email).

Unless we agree special arrangements, such as an authorisation code, any order we receive from anyone in your employ is deemed to have been placed with your authority and is binding on you.

No quote is binding on us unless we have prepared and accepted a written confirmation of order.

We may accept or reject any offer from you to purchase our product in our absolute discretion.

We are not bound to accept any change to any order, after your offer to purchase our product has been accepted by us.

If you make a change to an order causing a delivery delay or you cancel an order less than 14 days prior to a scheduled delivery, and we accept such change or cancellation (which you acknowledge we may reject in our absolute discretion), you must pay to us a fee equal to 10% of the list price of any product affected. If you cancel an order for any product not included in our current standard price list, you may be subject to an additional charge. If you cancel an order or refuse to accept all or any of our product in an order other than in circumstances permitted by these terms and conditions, you are liable for any resulting damage or loss suffered by us. If the product has been or is in the process of being manufactured or produced specifically for you, you must pay to us as liquidated damages the full price of the product and any costs incurred by us (including any GST), less the current scrap value of the product as determined by us.

### 16. Your Relationship with Us

Nothing in these terms and conditions creates any relationship of employment, agency or partnership between you and us.

### 17. Intellectual Property and Confidentiality

These terms and conditions do not give you any intellectual property rights in our product or in any promotional literature, technical documents or other information provided or made available to you.

Your details and information that you provide us about yourself may be retained by us on our database. You have no rights in that database. We may use such database in the conduct of our business, subject to privacy and other relevant laws.

We are not liable for any infringement or unauthorised use of any intellectual property rights arising from these terms and conditions. If any dispute or claim is made in respect of any infringement or unauthorised use of intellectual property we may terminate these terms and conditions by notice to you and without liability to you or any other person.

You must indemnify and hold us (and our affiliates, suppliers and sub-contractors) harmless against all losses, liabilities and costs (including legal expenses) sustained, incurred or suffered by us (or our affiliates, suppliers or sub-contractors) as a result of any claim, action or proceeding that the use, possession or receipt by us (or our affiliates, suppliers or sub-contractors) of any data, information or materials (in whatever form, including in electronic format) provided or made available by you infringes the intellectual property rights of any third party.

In these terms and conditions, "**intellectual property rights**" includes the full benefit of any rights in any copyright, trademark, registered design, patent, trade and business names, inventions, know-how, improvements, discoveries, confidential processes and information, and includes artistic works, images, designs, motifs and photographs and any adaptation or concept relating to it.

If you receive any confidential or proprietary information from us, you must not use or disclose such information to any person, unless you have obtained our prior written consent (which we may withhold in our absolute discretion), such information has entered the public domain (other than through a breach of confidentiality owed by any person) or the use or disclosure of such information is required by law.

### 18. Governing Law

These terms and conditions are governed by the laws applicable in the State of New South Wales, Australia. You irrevocably agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales, Australia.

The *Sale of Goods (Vienna Convention) Act 1986* (NSW) (and any similar legislation relating to the Vienna Convention in other States or Territories) does not apply.

## 19. Whole Agreement

These terms and conditions form the entire agreement on which we are willing to trade with you and all or any previous agreements or understandings we may have had with you are superseded by these terms and conditions.

You acknowledge that you have not been induced to enter into any agreement, arrangement or understanding with us by any representation or warranty, other than those expressly set out in these terms and conditions and, having negotiated and freely entered into any such agreement, arrangement or understanding, agree that you will have no remedy in respect of any other such representation or warranty, except in the case of fraud.

We may alter these terms and conditions at any time by written notice to you. For the purposes of this clause, "notice" includes posting a general notice of any such changes on our website. All transactions after the date specified in such notice will be subject to the altered terms and conditions. If you continue to trade with us after the date such alterations become effective you will be deemed to have agreed to the altered terms and conditions.

## 20. Your Obligations - General

You acknowledge that:

- you are not an associate or related body corporate or related party or related entity of ours (as such terms are defined in the Corporations Act 2001); and
- the Consumer Credit Code does not apply to these terms and conditions.

If, at any time:

- you have breached or you believe that you may not or may be unable to perform or comply with your obligations under these terms and conditions;
- there is a material change in your financial position;
- you are unable to pay your accounts as they fall due for payment;
- a cheque or bill of exchange received from you is dishonoured;
- you are or become insolvent or you have an administrator appointed;
- your account is overdue and is not settled within our trading terms; or
- there is a change or a change is proposed to your shareholding, shareholders or directors,

you agree that:

- you must immediately notify us that one or more of the above notifiable events has occurred and you must keep us notified on a monthly basis until such notifiable event no longer exists;
- we have no obligation to and may cease to deliver to you any product you have purchased while a notifiable event exists;
- we may close your account with us;

- we may request payment in advance for all product you have ordered from us;
- we have no obligation to respond to any offer you make to purchase any of our product while a notifiable event exists; and
- we may terminate these terms and conditions.

For the purpose of these terms and conditions, you are insolvent if:

- a receiver or receiver and manager or an agent for a mortgagee in possession has been appointed over all of your assets and undertakings;
- you have passed an effective resolution for your voluntary winding-up;
- an order has been made by a Court of competent jurisdiction for you to be wound up.
- a compromise arrangement (excluding a voluntary administration) has been made legally binding on you and your creditors;
- you have presented a debtor's petition and it has been accepted by the Registrar in Bankruptcy;
- you have entered into a composition, deed of assignment or deed of arrangement under Part X of the Bankruptcy Act (or equivalent) with your creditors; or
- a legally binding sequestration order has been made against your estate.

## 21. Termination for convenience

We may terminate these terms and conditions in whole or in part for convenience at any time by written notice to you, including where we are unable to obtain product to supply to you.

## 22. Compliance with Laws

You must comply with all laws and requirements of any regulatory authority applicable to your business, including those laws and regulatory requirements relating to the environment, health, safety, storage, handling, transport and sale of our product. You must comply with any processes, material safety data sheets (or similar documents), instruction or reasonable directions of ours issued in connection with our product.

You must not make any statement which is misleading or deceptive or make any statement in relation to our product that is inconsistent with the specifications relating to our product, as are published from time to time by us (or our affiliates, suppliers or sub-contractors).

## 23. Indemnity

You must indemnify and hold us (and our affiliates, suppliers and sub-contractors) harmless against all losses, liabilities and costs (including legal expenses) sustained, incurred or suffered by us (or our affiliates, suppliers or sub-contractors) as a result of:

- any negligent or wrongful act or omission, breach of statutory duty, breach of contract or wilful default;
- any injury to or death of any person or any damage to or loss of any property caused or contributed to;

- the transport, storage, slitting, roll-forming, repackaging or other handling of our product;
- any warranties or representations made to any third party in relation to our product; or
- any breach of these terms and conditions,

by you (or any of your affiliates, supplier or sub-contractors (other than us)).

## 24. Waiver

The rights, powers, privileges and remedies provided under any provision of these terms and conditions are cumulative and are not exclusive of any rights, powers, privileges or remedies provided under any other provision of these terms and conditions or by law or otherwise.

No failure to exercise nor any delay in exercising by us of any right, power, privilege or remedy under these terms and conditions will impair or operate as a waiver thereof in whole or in part.

No single or partial exercise of any right, power, privilege or remedy under these terms and conditions prevents any further or other exercise thereof or the exercise of any other right, powers, privilege or remedy.

## 25. Invalidity

If any provision of these terms and conditions is held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of these terms and conditions in that jurisdiction is not affected, and the legality, validity and enforceability of the whole of these terms and conditions in any other jurisdiction is not affected.

## 26. Personal Property Securities Law

By signing the Application for Commercial Credit, you acknowledge that these terms and conditions and the transactions contemplated by them, constitute a security interest for the purposes of the PPS Law in our product supplied to you by us under these terms and conditions (the "**Security Interest**").

You must do anything (including amending these terms and conditions or amending, executing or completing any document, obtaining consents and supplying information) that we consider necessary for the purposes of:

- ensuring that the Security Interest is enforceable, perfected or otherwise effective and has the highest priority possible under the PPS Law; and
- enabling us to apply for any registration, give any notification and exercise rights in connection with the Security Interest.

In this clause 26:

- "**PPS Act**" means the Personal Property Securities Act 2009 (Cth);
- "**PPS Law**" means the PPS Act, and other associated legislation and regulations, as amended from time to time;
- terms defined in the PPS Act and used herein have the meaning ascribed to them in that Act.

To the extent that Chapter 4 of the PPS Act applies to the enforcement of the Security Interest, you agree that sections 95, 96, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPS Act will not apply to such enforcement.

You acknowledge and agree that until you pay us in full for our products, the security interest under these terms and conditions relates to our products and all proceeds of sale in respect of those products and you must not allow any third party to acquire a security interest in those products.

If you make a payment to us at any time we may, in our absolute discretion, apply that payment to first satisfy obligations that are not secured, then obligations that are secured, but not by a purchase money security interest ("**PMSI**"), in the order in which those obligations were incurred, and then obligations that are secured by a PMSI in the order in which those obligations were incurred. You agree:

- to the maximum extent permitted by law, to waive any right to receive a verification statement or financing change statement in respect of the Security Interest;
- to indemnify, and on demand reimburse us for all expenses incurred in registering a financing statement or financing change statement on the Personal Properties Securities Register or releasing any goods the subject of the Security Interest;
- not register a financing change statement without our prior written consent;
- to give us 14 days prior written notice of any proposed change in your name, details (including contact details or business practices) and immediately advise us of any material change in your practices of selling any of our products subject to the Security Interest which would result in a change in the nature of proceeds derived from such sales; and
- that these terms and conditions constitute a "confidentiality agreement" for the purposes of section 275 of the PPS Act and neither you nor we will disclose any information of the kind mentioned in section 275(1) of the PPS Act, unless required to do so under the PPS Law.

## 27. Interpretation

In these terms and conditions unless otherwise indicated by the context: (i) reference to a party to a document includes that party's successors and permitted assigns; (ii) "including" and other similar words are not words of limitation; (iii) an agreement, deed, covenant, representation or warranty on the part of two or more persons binds them jointly and severally; and (iv) general words following words describing a particular class or category are not restricted to that class or category.

# PRIVACY STATEMENT

We collect personal information about you in a number of ways including:

- directly from you, such as when you apply for credit, place an order, enter your personal details on our websites (for example during registration or application for products and services), when you provide information by phone or in documents such as an application form;
- from our related bodies corporate;
- from your representatives;
- from publicly available sources of information;
- from credit-reporting and fraud-checking agencies and credit providers for credit related purposes such as credit worthiness, credit rating, credit provision and financing;
- from our own records of your dealings with us; or
- when legally required to do so.

In particular, we specifically seek information about you and your credit worthiness from credit reporting and fraud-checking agencies, and we provide information about you and your transactions with us (such as unpaid debts) to such agencies.

When we collect personal information about you and your credit worthiness from credit reporting and fraud-checking agencies, and we provide information about you and your transactions with us (such as unpaid debts) to such agencies.

Your details, including your purchases, will be added to our database, and will be used by us:

- to identify you;
- in providing services to you, including the processing of any Application for Credit and the giving of credit to you and the administration and management of those services;
- to provide you with information on either products and services offered by us;
- in undertaking risk assessment and management; and
- in fathering data and disclosing data to third parties such as:
  - insurance brokers and insurers;
  - credit reporting agencies;
  - financial institutions, including our own bankers;
  - service providers; and
  - industry groups having a legitimate reason to receive such information,

as necessary from time to time for our organisation's functions.

If you provide us with personally identifiable information, you may receive from time to time, telephone calls, emails or direct marketing containing promotional material. You agree to receiving e-mailings from us, including information not only on the areas of interest you have indicated, but all types of news and information on our other products. If you do not want to receive them, please contact us. You may be asked to indicate your preference to receiving promotional material, when submitting information to us.

We may employ other companies or individuals to provide certain services, such as analysing customer lists, providing marketing assistance or consulting services. These third parties may have access to information needed to perform their function, but can not use that information for other purposes.

You have the rights given by the privacy Act 1988 as amended.

You can request access to your personal information. If you believe that any of your personal information is incorrect, please let us know. There is no fee for requesting access to your information, however, we may charge you the reasonable cost of processing your request.

For further information on our Privacy Statement please contact:

Privacy Officer  
CMC  
PO Box 113,  
Hurstville BC NSW 1481 Australia]

Tel: (02) 9585 6200  
Fax: (02) 9580 8680