



1. General

1.1. Definitions

JTP Power:	Shall mean JTP Power Pty Ltd.
Offer:	The quotation provided to the Purchaser by JTP Power.
Purchaser:	Shall mean the company, business or persons for whom work under this contract is performed and shall include executors, administrators, successors and permitted assigns.
Equipment:	Shall mean everything to be supplied by JTP Power including goods and services where applicable.
Conditions:	The Conditions of Sale (this document).
GST:	Shall have the meaning given in <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
Taxable Supply:	Shall have the meaning given in <i>A New Tax System (Goods and Services Tax) Act 1999</i> .

1.2. Conditions

These Conditions form part of the Offer in which they are referred to or to which they are attached.

If there is any inconsistency between the terms and conditions in the Offer and these Conditions, then the conditions in the Offer shall take precedence.

Notwithstanding any acceptance by JTP Power of any order from the Purchaser than may contain any provision inconsistent with or purporting to vary or reject any of these Conditions, any variations to the Conditions made by the Purchaser shall only be valid if they have been agreed to in writing by JTP Power. JTP Power reserves the right to accept or reject any proposed variations at their discretion. In the event of any conflict between these Conditions and any provisions contained in an order from the Purchaser, these Conditions shall take precedence.

The Offer and these Conditions represent the entire understanding between the parties, and supersede all prior negotiations, understandings, representations, warranties, and agreements, whether written or verbal. Any additional documents or verbal discussions provided by the Purchaser shall not be binding unless specifically referenced in the Offer.

These Conditions may only be amended or varied by written agreement of the parties.

If any part of these Conditions is declared unenforceable or invalid by a Court of Law, such declaration shall not affect the enforceability or validity of the remaining provisions. The parties shall use their best efforts to replace any unenforceable or invalid provision with a valid and enforceable provision that most closely approximates the intent and economic effect of the original provision.

The titles of the clauses in these Conditions are for convenience only and shall not affect the interpretation of these Conditions. In the event of any conflict between the titles and the provisions of these Conditions, the provisions shall prevail.

An election by JTP Power not to exercise any of its rights arising as a result of any breach of the Conditions shall not constitute a waiver of any rights of JTP Power relating to any subsequent or other breaches.

Words importing the singular number or plural number shall be deemed to include the plural number and singular number respectively.

Reference to a party includes a reference to any servant, contractor or agent of that party so far as is lawful unless the context otherwise dictates.

Reference to a party includes that party's successors, legal personal representatives and permitted assigns.

Reference to "in writing" shall include communication by email.

The Purchaser may not assign any of its rights or obligations under these Conditions without the Supplier's prior written consent.

2. Offer and Order

2.1. Offer Validity

Unless revoked by written advice to the Purchaser, the Offer shall remain valid for the period stated in the Offer or, where no period is stated, for thirty (30) days from the date that the Offer is sent to the Purchaser.

2.2. Variation in Quantity

The quoted price in the Offer is based upon the scope specified in the Offer, including the quantity. Should there be any variation in the quantity of Equipment ordered, JTP Power reserves the right to amend the price.

2.3. Cancellation, Variation, or Suspension

An order may only be cancelled, varied or suspended by notice in writing and only if such notice is accepted in writing by JTP Power.



If JTP Power accept the cancellation, variation or suspension in writing, JTP Power will take all reasonable steps to minimise the costs associated with cancelling, varying, or suspending the order.

In the event of the order being cancelled, varied or suspended the Purchaser shall compensate JTP Power for any costs or loss incurred. Any prepayment made by the Purchaser may be used by JTP Power to offset any costs incurred. The Purchaser shall be responsible for any remaining costs after the prepayment has been applied. Where there is a surplus after the prepayment has been applied to the costs, JTP Power will return the surplus to the Purchaser within 7 working days of the final costs being agreed.

2.4. Equipment Returned for Credit

Equipment that is custom designed and manufactured for the Purchaser's order shall not be returnable for credit. If the equipment is defective or fails to meet the specifications agreed to by the parties, JTP Power shall, at its discretion, repair or replace the equipment or provide a credit to the Purchaser. The Purchaser shall bear all costs associated with the return of the equipment to the point of delivery, including shipping, handling, and insurance fees.

Standard equipment may be returned for credit within 30 days of delivery, provided that the equipment is in its original condition and packaging and has not been used or damaged. JTP Power reserves the right to refuse any Equipment that does not meet these conditions. The Purchaser shall bear all costs associated with the return of the equipment to JTP Power, including shipping, handling, and insurance fees. A restocking fee determined by JTP Power may be charged to cover administrative and handling costs.

3. Drawings & Specifications

3.1. Weights and Dimensions

Unless explicitly stated in the Offer as exact, all weights and dimensions provided in the Offer are for reference purposes only and are deemed to be approximate. The Purchaser acknowledges and agrees that any deviation from the approximate weights and dimensions shall not give the Purchaser any right to reject the goods or to claim compensation.

3.2. Drawings

Any drawings provided with the Offer stage are for reference purposes only and are not to be relied upon for final measurements or specifications. After the order is placed, certified drawings will be provided for the Purchaser's review and approval. The Purchaser acknowledges that any discrepancies between the reference drawings and the certified drawings will not be grounds for cancellation of the order or compensation.

Drawings or other information requiring the Purchaser's approval shall be approved by, amended, or rejected and returned to JTP Power within fourteen (14) days of the date of receipt or other such period as may be agreed in writing. Any delay beyond this period shall constitute grounds for an extension of the delivery date under Clause 5.4.

3.3. Information to be Provided

If an order is placed without all of the necessary information required to design or manufacture the equipment, the Purchaser shall provide JTP Power with sufficient information to enable work to proceed within seven (7) days of the date of the order, otherwise JTP Power may claim an extension of the delivery date under Clause 5.4.

3.4. Confidential Information

All drawings, datasheets, specification and similar information provided by JTP Power to the Purchaser in connection with this sale are confidential and shall not be disclosed to any third party without the prior written consent of JTP Power. The Purchaser shall use such confidential information solely for the purpose of evaluating and purchasing the goods, and their installation and use, and shall not use such information for any other purpose or reproduce it without JTP Power's prior written consent.

3.5. Incorrect Information

The Purchaser acknowledges and agrees that any specifications, datasheets, or drawings provided by the Purchaser to JTP Power are deemed to be accurate and complete. The Purchaser shall be solely responsible for any errors or inaccuracies in such information and for any resultant claims, losses, damages, costs or expenses incurred by JTP Power as a result of such errors or inaccuracies. JTP Power shall not be held responsible for any errors or inaccuracies in the information provided by the Purchaser.

4. Inspection and Tests

4.1. Practices and Costs

Inspection and testing of the goods shall be performed in accordance with JTP Power's or the equipment manufacturer's standard practice at the place of manufacture. All costs associated with such inspection and testing shall be borne by JTP Power. The Purchaser shall have the right to attend such inspection and testing but shall bear the costs of any travel and accommodation expenses incurred in connection with such attendance. Any further tests or witnessed tests required by the Purchaser will be carried out at the Purchaser's expense subject to JTP Power's consent to perform the further tests.



4.2. Notice

If JTP Power or the equipment manufacturer intends to perform any inspection or testing of the goods, JTP Power shall notify the Purchaser in writing of such intention. The Purchaser shall confirm in writing within seven (7) days of receipt of such notice whether it intends to attend the inspection or testing. If the Purchaser does not confirm its intention to attend within seven (7) days, JTP Power or the equipment manufacturer may proceed with the inspection or testing without the Purchaser's attendance and the Purchaser shall be deemed to have waived its right to attend.

4.3. Defective Equipment

If, because of the inspection or testing performed by JTP Power or the equipment manufacturer, it is determined that the goods do not conform to the specifications, JTP Power shall make good such defect in accordance with the warranty provisions in these Conditions. The Purchaser shall provide JTP Power with a reasonable opportunity to correct any defects and to retest the goods.

5. Time and Date for Completion

5.1. Base Date

The delivery date shall be calculated from the date that JTP Power acknowledges acceptance of an order or sufficient information in accordance with Clause 3.3, whichever is the latter.

5.2. Delivery Period / Completion Date

Any delivery period or completion date offered is an estimate only and is not to be construed as a fixed time unless expressly incorporate in the Offer as such.

5.3. Delay

In the event of a delay to the delivery period or completion date caused by reasons other than those covered in Clause 5.4, and if as a result of such delay the Purchaser suffers loss, the Purchaser is entitled for each complete week of delay to a refund of the Equipment price at the rate of 0.5% per week, but not more in aggregate than a total of 5%, of the price of that portion of the Equipment which in consequence of such delay cannot be commercially and effectively used. Such payment shall be in full satisfaction of loss suffered by the Purchaser due to any such delay and shall be in lieu of any other right the Purchaser may have against JTP Power.

5.4. Extension of Time

The delivery period or completion date shall be extended in respect of any delay caused by the Purchaser, by industrial dispute including strikes and lockouts, circumstances such as fire, flood, cyclone, earthquake, war, mobilisation, requisition, embargo, currency

restrictions, insurrection, import restrictions, shortage of transport or ship, damage to the Equipment during transport, general shortage of materials, restrictions in the use of power, manufacturer's bankruptcy or by any cause beyond the reasonable control of either JTP Power or any of JTP Power's subcontractors or suppliers or as provided for in these Conditions.

6. Delivery

6.1. Point of Delivery

Unless stated otherwise in the Offer, all Equipment is offered EXW and delivery to a carrier shall constitute delivery to the Purchaser.

All terms of sale shall be as defined in INCOTERMS 2020.

6.2. Unloading

Unless stated otherwise in the Offer, the Purchaser is responsible for unloading the Equipment.

6.3. Storage

If the Purchaser fails to take delivery of the Equipment or fails to provide adequate delivery instructions JTP Power may store the Goods until the actual delivery and charge the buyer for the reasonable costs (including insurance) of storage and handling.

6.4. Partial Deliveries

JTP Power reserves the right to make partial deliveries against the order and to separately invoice each delivery.

6.5. Inspection

The purchaser shall inspect the Equipment within seven (7) days of delivery, or where the Equipment is delivered to a carrier, within seven (7) days of the Equipment being delivered by that carrier to the Purchaser's site, warehouse, or similar location. Where there is evidence or a suspicion of damage to the Equipment during transport, the Purchaser shall provide JTP Power with a report in writing within three (3) days of the inspection taking place.

If the Purchaser does not comply with this clause, JTP Power shall not be under any obligation to consider any claim for the cost of transport damage.

7. Risk

7.1. Risk

Risk in the Equipment shall remain with JTP Power only to the contractual point of delivery (as defined in Clause 6.1) and thereupon risk of damage, loss or deterioration of the Equipment from any cause whatsoever shall pass to the Purchaser.



If the Purchaser fails to take delivery of the Equipment (as defined in Clause 6.3) risk in the Equipment shall pass to the Purchaser at the time that JTP Power advise the Purchaser that the Equipment is available for collection.

8. Title

8.1. General

Title to the equipment shall remain with JTP Power until full payment has been received from the Purchaser. The Purchaser shall have the right to use the equipment in the ordinary course of business, but shall not sell, transfer, or encumber the equipment until full payment has been received by JTP Power.

8.2. Reclaim

In the event that the Purchaser fails to make payment in full, JTP Power shall have the right to reclaim the equipment without prior notice or legal process, and the Purchaser shall be responsible for all costs associated with the recovery of the equipment. For the purpose of recovery, the agents of JTP Power may enter the Purchaser's premises in order to effect recovery and use reasonable means in order to effect recovery.

JTP Power shall have the right to sell or otherwise dispose of the Equipment without reference to the Purchaser.

8.3. Fiduciary Relationship

The Purchaser acknowledges that until it's total indebtedness to JTP Power is discharged, the Purchaser holds the Equipment as bailee of JTP Power and that a fiduciary relationship exists between JTP Power and the Purchaser.

In the event that the Purchaser sells the Equipment to the Purchaser's customers before payment in full for the Equipment has been made to JTP Power then the Purchaser in a position of fiduciary shall:

- a) Assign to JTP Power the benefit of any claim against such customer(s); and
- b) Account fully to JTP Power for the proceeds of the sale of the Equipment or any part thereof until the Purchaser's total indebtedness to JTP Power is discharged.

9. Price and Adjustment

9.1. Price

The price of the Equipment shall be the price in the Offer.

9.2. GST

The price is exclusive of GST. If GST is payable in relation to a Taxable Supply the amount payable for that

Taxable Supply will be the amount payable in accordance with these Conditions plus GST.

9.3. Packing Costs

Unless stated otherwise in the Offer, the price includes packing in accordance with JTP Power's standard practice. Any other packing requested by the Purchaser will be charged for in addition to the price.

9.4. Shipping Container Costs

If the Equipment is delivered to the Purchaser in a shipping container, the Purchaser acknowledges that failure to unload the Equipment within a reasonable time period may result in additional fees and charges from the shipping line or other third-party providers.

JTP Power shall provide the Purchaser with reasonable notice of the delivery of the Equipment and the need to promptly unload the Equipment to avoid incurring additional costs, and the Purchaser shall be responsible for ensuring that it has the necessary equipment and personnel to promptly unload the Equipment.

If the Purchaser fails to unload the equipment within such reasonable time period, the Purchaser shall be responsible for the cost of container hire and other associates' costs until the equipment is unloaded and the container is returned to the shipping line or other third party. The additional costs will be added to the invoice for the Equipment.

9.5. Cost of Delay or Variation

If the manufacture or delivery of the Equipment is delayed or varied by an act of omission of the Purchaser, or an agent or contractor that the Purchaser is responsible for, JTP Power shall notify the Purchaser of any additional costs which may be incurred as a result of such delay or variation. Such additional costs shall be added to the price.

10. Payment

10.1. Invoicing

Subject to any special conditions detailed in the Offer JTP Power shall be entitled to invoice the Purchaser for the price of the Equipment on or any time after delivery of the Equipment.

In addition, the Purchaser acknowledges that the Offer from JTP Power may include milestone payments, and in which case JTP Power shall be entitled to invoice the Purchaser for the milestone amount on or any time after, in the opinion of JTP Power, the milestone has been reached.

If the Purchaser fails to take delivery of the Equipment or fails to provide adequate delivery instructions JTP Power shall be entitled to invoice the Purchaser for the price of the Equipment that is ready for delivery seven (7) days



after notification by JTP Power that the Equipment is ready for delivery.

10.2. Payment Due Date

The extension of credit facilities is at the discretion of JTP Power. The Purchaser shall pay JTP Power for the Equipment in accordance with the payment terms in the Offer or the invoice. If a credit facility is provided, and unless otherwise specified, payment shall be due in full within thirty (30) days from the date of the invoice.

JTP Power reserves the right to, at any time, require full or partial payment in advance of delivery of the Equipment, or to require the Purchaser to provide satisfactory security or guarantee for payment, in its sole discretion.

10.3. Payment Method

Unless otherwise specified in the Offer, payment shall be made by electronic funds transfer in JTP Power's nominated bank account in the currency specified on the invoice.

10.4. Default

If the Purchaser fails to make payment in accordance with the payment terms or milestone payment schedule, JTP Power may, at its option:

- a) suspend or cancel any further deliveries of Equipment or services, and
- b) charge interest on the unpaid amount at a rate of five percent (5%) per annum, or the highest legal interest rate permitted by law, whichever is lower, and
- c) pursue any other legal or equitable remedies available to JTP Power.

The Purchaser shall be responsible for any costs associated with collection of any overdue payments, including reasonable legal fees, court costs, and collection agency fees.

11. Warranty

Subject to the conditions set out below JTP Power warrants that the Equipment will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 24 months from delivery. The warranty referred to herein shall be the only warranty given by JTP Power and all implied conditions or warranties whether statutory or otherwise that can be lawfully excluded are hereby "excluded".

The above warranty is given by JTP Power subject to the following conditions:

- a) JTP Power shall be under no liability in respect of any defect in the Equipment arising from any

drawing, design or specification supplied by the buyer; and

- b) JTP Power shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow JTP Power's or the Equipment manufacturer's instructions or manuals (whether oral or in writing), misuse or alteration or repair of the Equipment without JTP Power's approval.

Nothing in this clause excludes, restricts or modifies:

- c) the application of any consumer guarantee in the Australian Consumer law, if applicable; or
- d) the exercise of any right conferred by a Consumer Guarantee, if applicable; or
- e) JTP Power's liability under any Consumer Guarantee, if any.

To the full extent permitted by law, JTP Power's liability for breach of any condition of warranty is limited, at the JTP Power's option, to:

- f) in the case of goods, the repair or replacement of those goods, the supply of equivalent goods, the payment of the cost of repairing or replacing the goods or acquiring equivalent goods; and
- g) in the case of services, supplying those services again, or paying the cost of having the services supplied again.

12. Liability

Unless otherwise provided in these Conditions, in no event will either party be liable to the other party or to any third party for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of these Conditions or the supply of Goods (including for loss of profits, use, data, or other economic advantage), regardless of how it arises, whether for breach of these Conditions or in tort, and even if a party has been previously advised of the possibility of such damage.

In no event will JTP Power's total aggregate liability in respect of all claims arising under or in connection with the supply of Goods exceed the amount paid to JTP Power by the Purchaser for the Goods regardless of whether such claims arise out of a single event or a series of events.

All recommendations provided by a director, employee or contractor of JTP Power are provided in good faith. Any Purchaser acting on the advice of JTP Power does so at the Purchaser's own risk and indemnifies JTP Power against any damage or loss resulting from acting upon such advice.



13. Termination

13.1. Right to Termination

Either party may terminate an Agreement by written notice to the other party if the other party:

- a) breaches these Conditions if:
 - i. the breach is a material breach and is not capable of remedy; or
 - ii. the breach is capable of remedy and the other party does not remedy that breach within 14 days of written notice by the terminating party;
- b) commits or is involved in any act of insolvency;
- c) being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; or
- d) ceases or threatens to cease conducting its business in the normal manner.

13.2. Actions on Termination

If JTP Power gives the Purchaser a notice under Clause 13.1 then, without limiting JTP Power's rights in respect of that termination:

- a) all sums then outstanding will become immediately due and payable to JTP Power; and
- b) JTP Power may, in addition to terminating these Conditions or Agreement:
 - i. repossess any Equipment in the Purchaser's possession or control for which payment has not been made in full;
 - ii. retain any moneys paid by or on behalf of the Purchaser to cover payments not yet made by the Purchaser;
 - iii. recover from the Purchaser (and the Purchaser shall pay JTP Power) an amount calculated in accordance with Clause 13.3;
 - iv. be regarded as discharged from any further obligations under the relevant Agreement or Agreements; and
 - v. pursue any additional or alternative remedies provided by law.

Any moneys paid or payable to the Supplier pursuant to these Terms or an Agreement are not refundable on termination of any Agreement or Agreements unless they relate to an overpayment for Equipment not received by the Purchaser following a termination by the Purchaser pursuant to Clause 13.1 in which case they must be immediately paid by JTP Power to the Purchaser.

13.3. Termination Costs

If an Agreement is terminated by JTP Power pursuant to Clause 13.1 or if the Purchaser wrongfully cancels an order or repudiates an Agreement and such repudiation is accepted by JTP Power, the Purchaser shall, without limiting any other rights at law of JTP Power, pay

damages to JTP Power which may as a minimum include:

- a) any loss incurred by JTP Power on returning Equipment to the person which supplied the goods to JTP Power;
- b) any costs, charges, fees, losses, penalties, interest and claims for which JTP Power is liable to pay to the person which supplied the Equipment to JTP Power due to non-payment or late payment to that person;
- c) any loss incurred by JTP Power on re-sale of the Equipment;
- d) storage costs;
- e) insurance costs;
- f) transport, shipping and delivery costs; and
- g) any fees and charges for Equipment supplied by or on behalf of JTP Power for which JTP Power has not previously rendered an invoice.

13.4. General

Termination or expiry of any Agreement or Agreements is without prejudice to any rights or liabilities which have accrued prior to termination.

14. Intellectual Property

All intellectual property rights including copyright, patent and design rights for all engineering design, software and hardware supplied by JTP Power remain the property of JTP Power or, where applicable, its licensors or suppliers, and shall not be available in any form to third parties, nor re-used by the Purchaser, unless agreed to in writing by JTP Power.

Upon payment in full for all of the Goods provided, JTP Power grants the Purchaser a non-exclusive, royalty free, perpetual, irrevocable and worldwide licence to use the Intellectual Property in the Goods solely for the Purchaser's own internal business purposes.

The Purchaser acknowledges that there is no transfer of title or ownership to the Purchaser of any Intellectual Property.

15. Bankruptcy / Insolvency

15.1. Default

If the buyer commits or is involved in any act of insolvency, the buyer shall be deemed to be in default under the Conditions.

15.2. Payment

Payment shall become due immediately upon the Purchaser committing any act which entitles any person to apply to wind up the Purchaser or if a liquidator, administrator, controller, mortgagee in possession, receiver or like officer is appointed over part or all of the Purchaser's assets.



16. PPSA

16.1. General

In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the Personal Property Securities Register (PPSA).

16.2. Security Agreement

The Customer acknowledges and agrees that these Conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Equipment that has previously been supplied and that will be supplied in the future by JTP Power to the Purchaser.

16.3. Purchaser Responsibilities

The Purchaser 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 JTP Power 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 this clause.
- b) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party without the prior written consent of JTP Power.

16.4. Exclusions

JTP Power and the Purchaser agree that sections 96 and 125 of the PPSA do not apply to the security agreement created by these Conditions.

The Purchaser waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

The Purchaser waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

Unless otherwise agreed to in writing by JTP Power, the Purchaser waives their right to receive a verification statement in accordance with section 157 of the PPSA.

Subject to any express provisions to the contrary nothing in these Conditions is intended to have the effect of contracting out of any of the provisions the PPSA.

17. Notices

All notices that may be given pursuant to the Conditions shall be in English and shall be deemed to have been received:

- a) If sent to the last know address of the other party; and
- b) if posted by prepaid post three (3) days after the date of posting; and
- c) if delivered by hand, on the date of delivery; and
- d) if sent by electronic transmission, at 9:00am on the following business day after the transmission was sent.

18. Legal

The conditions are subject to the prevailing laws in the state of Victoria, Australia.

19. Export

The sale of the Equipment is conditional on it's end use being in Australia or, should the Equipment be destined for export or re-export then there being no impediment regarding their export from Australia imposed by Australian or United States export regulations.

Any breach or alleged breach of this clause will give JTP Power the right, without the need for notice, to immediately suspend, postpone or cancel the order or any undelivered portion of the order.

20. Privacy

20.1. NPP

JTP Power is bound by the *Privacy Amendment (Private Sector) Act 2000*. All personal information obtained in connection with the Purchaser will be appropriately collected, stored, used, disclosed, transferred, and destroyed in accordance with the National Privacy Principles ("NPP").

JTP Power requires that the Purchaser comply with the NPP in connection with any personal information supplied to it by JTP Power in connection with this Agreement.

20.2. Credit Applications

To enable JTP Power to assess any application by the Purchaser for credit, the Purchaser authorizes JTP Power to:

- a) obtain from a credit reporting agency a consumer or commercial credit report containing personal information about the Purchaser and any guarantors,
- b) obtain a report from a credit reporting agency and other information in relation to the Purchaser's commercial credit activities, and



- c) give to a credit reporting agency information including identity particulars and application details.

The Purchaser authorizes JTP Power to give to and obtain from any credit provider named in the accompanying credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about the Purchaser's credit arrangements. The Purchaser understands that this information can include any information about its credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

The Purchaser understands that this information can be used for the purposes of assessing its application for credit, assessing its credit worthiness, and notifying other credit providers and credit reporting agencies of a default by it under these Conditions.