

HARDMETALS



Drilling

Catalogue DR021

Hard Metals Australia is proudly accredited with the following ISO certifications:
ISO 9001: 2015 Quality Management Standard
ISO 14001: 2015 Environmental Management System Standard
ISO 45001: 2018 Health and Safety Management System



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HARD METALS Catalogues

- **Agriculture**
- **Drilling (DR021)**
- **Construction**
- **Wearparts**





ABOUT US

Hard Metals was established as a supplier of tungsten carbide in 1982. The founding owner, Ron Ainge, had a background in tungsten carbide products in the mining industry. After working with the material there, some key people developed the idea further. Farmer Bill Staughton, agricultural innovator Barry McFarlane, and mining entrepreneur Ron Ainge introduced the idea with widespread success.

Years later, mining engineer Stephen Ainge came into the family business and used the cross-sectional knowledge of tungsten carbide and wear-resistant steels to move back into the ground drilling sector.

An Australian innovation, the Wombat PDC reamer was introduced to the market in 2009.

Today, Hard Metals manufactures a large range of tools for the Agricultural, Construction, and Mining industries. We work with Original Equipment Manufacturers (OEM) for custom large scale production as well as create general range tools for sale through dealers.

All Wombat and Helibit products are manufactured using the highest quality materials and processes here in our facilities in Eastern Creek NSW.

W
O
M
B
A
T

STOCK CODES

Code	Description
0	Phase Out Product May have remaining stock
1	Stocked Product Generally available immediately
2	Prototype Product No performance guarantee
3	Seasonally Stocked Product May require minimum order
4	[Deprecated]
5	Subassembly Product May not be for sale to end users
6	New Product Stock Code status unconfirmed
7	OEM or Client Product Not for general end user sale
8	Non-Stocked Product Minimum order required
9	Special Product Check with our sales team

Stock codes detail the availability of products. Each product in this catalogue has a code. All codes are subject to change over time and are shown only as a guide.





Wombat Hole Openers

The logo for WOMBAT, featuring the word "WOMBAT" in a bold, sans-serif font. The letter "O" is replaced by a red circular icon with a white crosshair inside, resembling a target or a precision symbol.

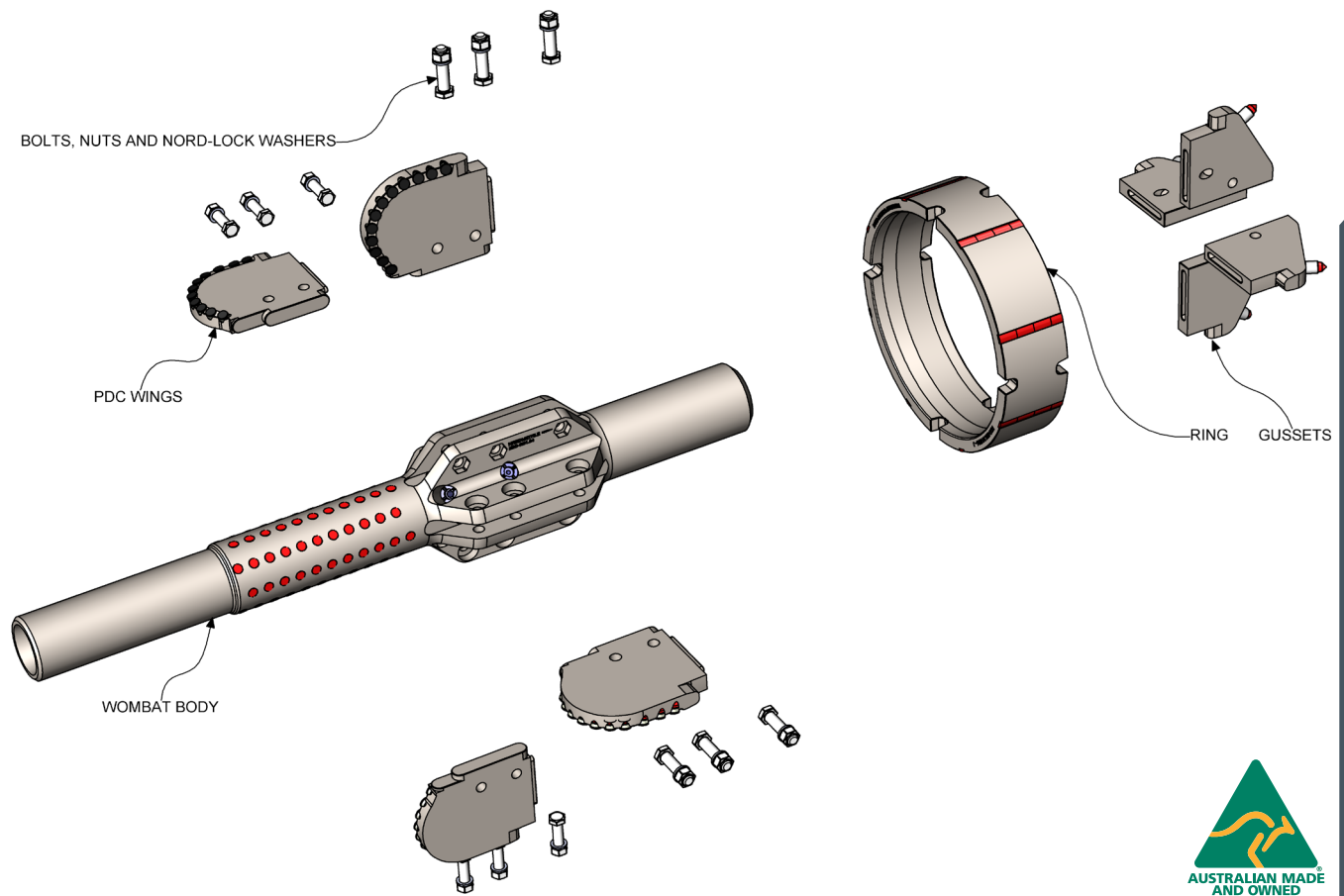
WOMBAT

ABOUT WOMBAT

Wombat reamers consist of a body, wings, gussets, and a stabilising ring. The body is designed to be a one-off purchase that multiple wing and gusset sets can be attached to. The same body can be used for forward reaming or backward reaming depending on the configuration. All required bolts and fasteners are delivered with components.

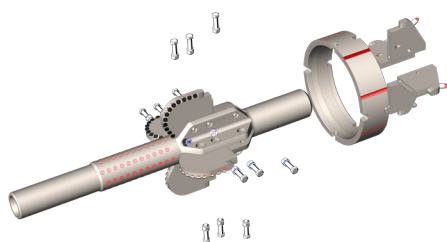
Where the size of the reamer allows, a new segmented ring design has been developed that allows for even easier assembly.

A more detailed assembly guide is available as an appendix to this catalogue.

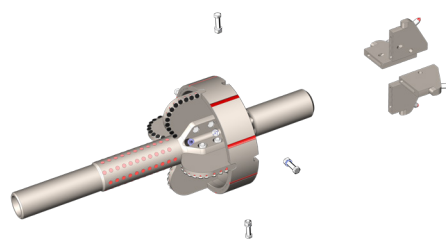


Assembly of reamers consists of three major steps. Disassembly involves the same steps in reverse. Note that Nordlock washers are single-use. They must be replaced upon disassembly.

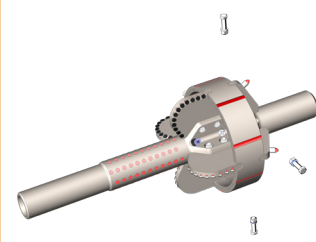
Step 1
Fit the wings to the body



Step 2
Fit the ring on the wings

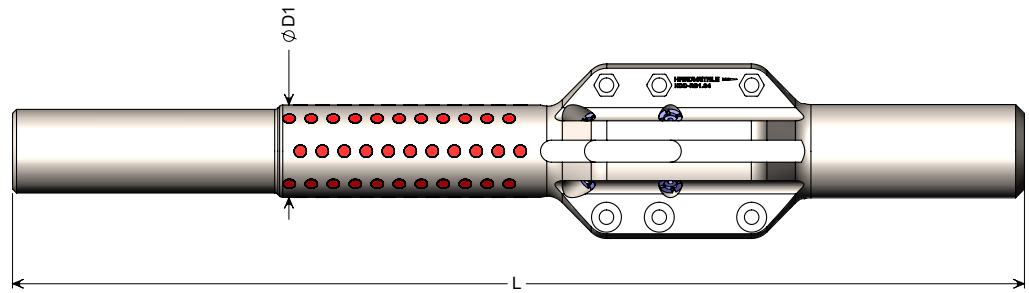
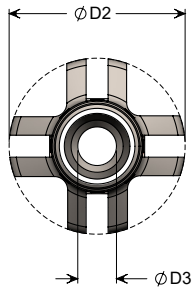
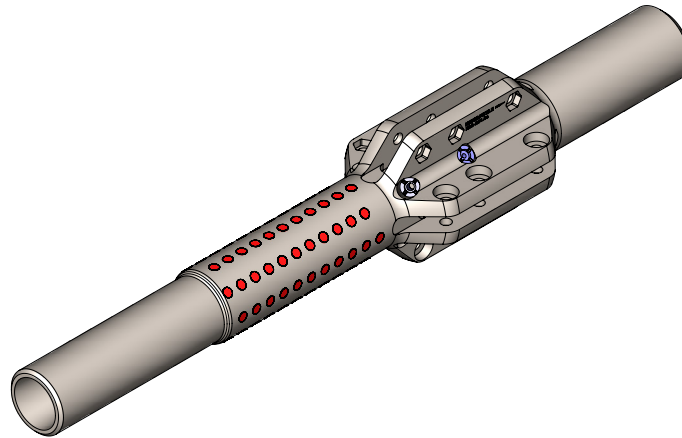


Step 3
Fit the gussets to the body





REAMER BODY

The core of our trademarked design, reamer bodies fit to standard drill strings. Tungsten carbide gauge pads ensure the shape of the reamer remains consistent run after run.



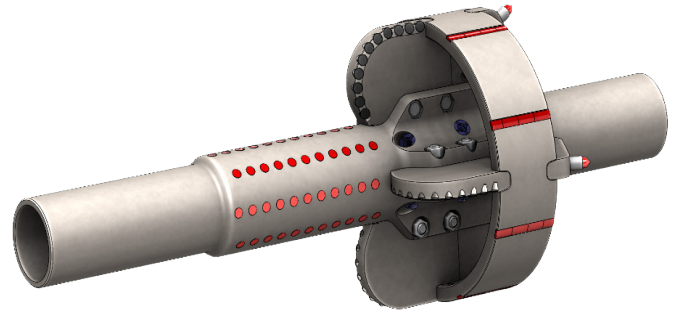
WOMBAT HOLE OPENERS - Reamer Body

Product	Thread	Carry-On Range	Wings	D1 (mm)	D2 (mm)	D3 (mm)	L (mm)	Stock Code		Weight (KG)
										
HDD-RB1.S4	2 3/8" IF	10-16"	4	105	200	44	1150	3	8	75
HDD-RC1.S4	2 7/8" IF	10-24"	4	130	200	50	1150	3	3	90
HDD-RD1.S4	3 1/2" IF	10-24"	4	140	210	65	1150	1	1	100
HDD-RC2.S4	2 7/8" IF	16-28"	5	145	300	50	1350	8	3	180
HDD-RD2.S4	3 1/2" IF	16-32"	5	160	300	60	1350	1	8	200
HDD-RE2.S4	4 1/2" IF	16-32"	5	180	300	85	1350	1	8	190
HDD-RF2.S4	6 5/8" FH	24-42"	6	235	480	120	1700	1	8	520

REAMER ASSEMBLY

Our most popular signature design. Impact resistant with specialty PDC cutters that ensure a long working life and high rate of penetration.

All assembly components are **Stock Code 3**



Body Type	10	12	14	16	18	20	22	24	26	28	30	32	34	36	38	40	42
RB1	R	R	R	R													
RC1	R	R	R	R	R	R	R	R									
RD1	R	R	R	R	R	R	R	R									
RC2				R	R	S	S	S	S	S							
RD2				R	R	S	S	S	S	S	S	S					
RE2				R	R	S	S	S	S	S	S	S					
RF2								R	R	R	S	S	S	S	S	S	S

R = Regular S = Segmented

Body Type	10	12	14	16	18	20	22	24	26	28	30	32	34	36	38	40	42
RB1	P	P	P	P													
RC1	P	P	P	P	C	C	C	C									
RD1	P	P	P	P	C	C	C	C									
RC2				P	P	C	C	C	C	C							
RD2				P	P	C	C	C	C	C	C	C					
RE2				P	P	C	C	C	C	C	C	C					
RF2								P	P	P	C	C	C	C	C	C	C

P = Parted C = Combined

Reamer Assembly - WOMBAT HOLE OPENERS



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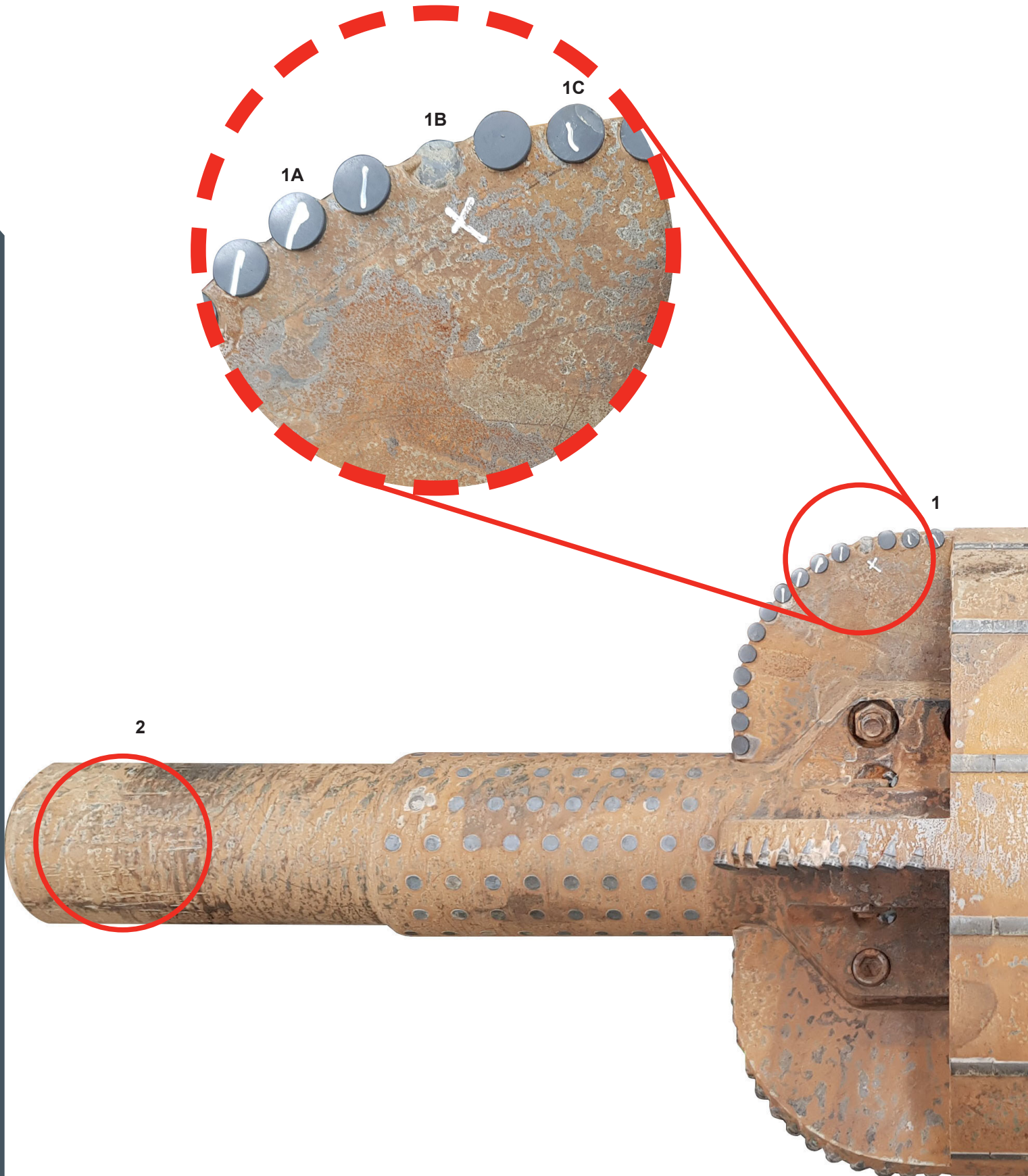
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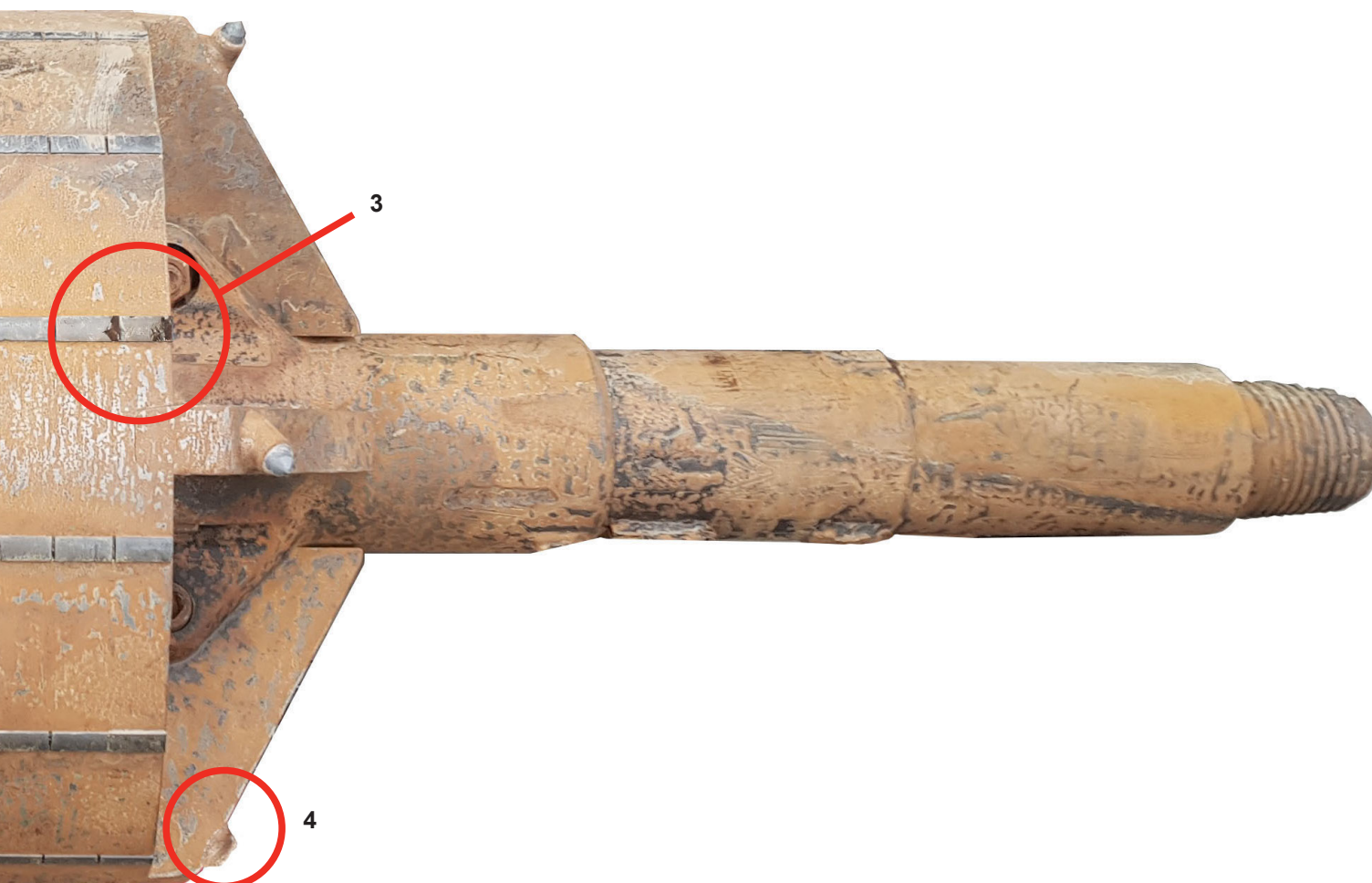
REAMER REPAIRS



You don't always know what you could hit underground. If your reamer has been damaged or has moderate wear, you can bring it to us. Repairs are cheaper than a new product. Some common faults that we can fix in our workshop are shown here.

	Problem	Solution
1A	Worn PDC inserts	Inserts are rotated in the socket, prolonging life
1B	Broken or lost PDC inserts	The pocket is built up if necessary, then a new PDC is brazed in place
1C	Damaged PDC inserts	PDC inserts are rotated in the socket to move the damage away from the active cutting area and to expose the sharp edge of the PDC insert
2	Damaged connection thread	The damage is assessed to determine the most viable method of rework. This can be as simple as chasing a thread or can involve replacing with new material
3	Broken or lost ring carbide	Broken material is removed and new carbide added
4	Broken pullout teeth	Any remanant material is removed and a new tooth is welded on

These services are available on reamers you haven't purchased from Hard Metals.



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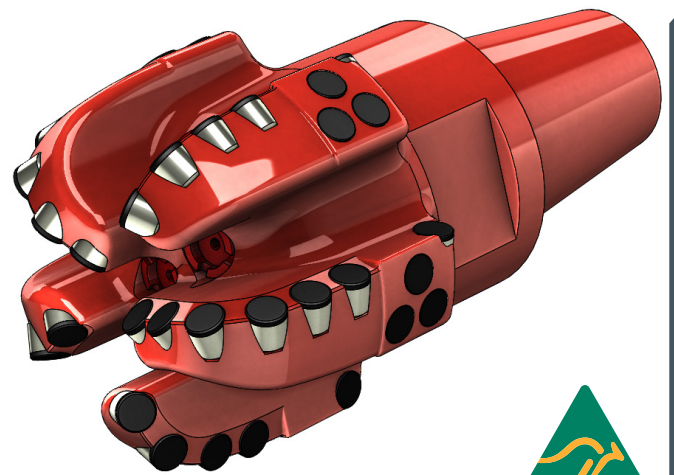
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Drill Pilots



ABOUT HELIBIT

Our trademarked PDC drill bit range manufactured in Sydney, the Helibit is an Australian made, state of the art drill pilot. Featuring uniquely specialised cutting geometry, Helibit is designed to provide excellent flushing and maximise rate of penetration. Incorporating exchangeable tungsten carbide flushing nozzles and our toughest PDC cutters, Helibit is designed to be fast and last.



About Helibit - DRILL PILOTS

HB0512-S513

HB Helibit	05 1 / 2 Diameter (Inch Fraction)	5 # of Blades	13 PDC OD (mm)
	4 1/2" to 7 7/8"	From 3 to 5 depending on diameter	13 or 16 depending on diameter



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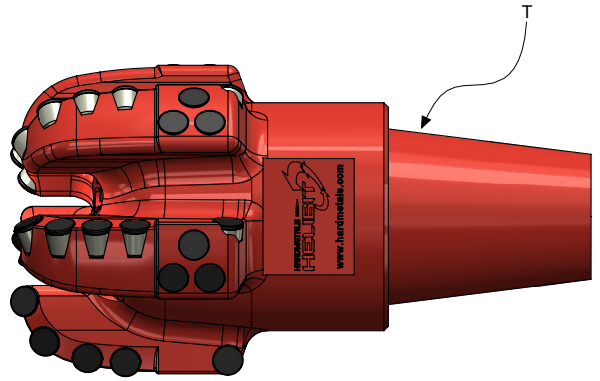
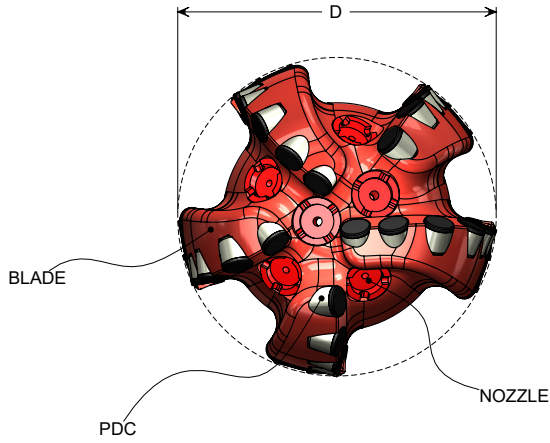


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PDC HELIBIT



DRILL PILOTS - PDC Helibit

Product	Thread	# of Blades	D (inches)	Stock Code		Weight (KG)
						
HB0212-S313-BWJ	BWJ Female	3	2 1/2"	1	9	2.1
HB0412-S413	2 3/8" Reg	4	4 1/2"	3	9	8.7
HB0434-S513	2 7/8" Reg	5	4 3/4"	3	9	10.1
HB0478-S513	2 7/8" Reg	5	4 7/8"	3	9	10.6
HB0512-S416	2 7/8" Reg	4	5 1/2"	3	9	11.8
HB0512-S513	2 7/8" Reg	5	5 1/2"	1	9	11.8
HB0512-S516	2 7/8" Reg	5	5 1/2"	3	9	11.8
HB0600-S513	2 7/8" Reg	5	6"	3	9	14.6
HB0612-S413	3 1/2" Reg	4	6 1/2"	3	9	16.4
HB0612-S513	3 1/2" Reg	5	6 1/2"	3	9	16.4
HB0612-S516	3 1/2" Reg	5	6 3/4"	3	9	16.4
HB0634-S513	3 1/2" Reg	5	6 3/4"	3	9	17.4
HB0778-S513	4 1/2" Reg	5	7 7/8"	3	9	21.5
HB0834-S513	4 1/2" Reg	5	8 3/4"	3	9	24.7
HB0834-S516	4 1/2" Reg	5	8 3/4"	3	9	24.7

PDC BIT REPAIRS

You don't always know what you could hit underground. If your PDC drill bit has been damaged or has moderate wear, you can bring it to us. Repairs are cheaper than a new product. Some common faults that we can fix in our workshop are shown in the image below.

	Problem	Solution
1	Worn PDC inserts	PDC inserts are rotated in the pocket, prolonging life
2	Broken or lost PDC inserts	The pocket is built up if necessary, a new PDC is brazed in place
3	Damaged PDC inserts	PDC inserts are rotated in the socket to move the damage away from the active cutting area and to expose the sharp edge of the PDC insert
Not shown	Wear susceptible areas	Hard facing can be added where required. Hard Metals has access to some of the best hard facing material in the world for this application

These services are available on PDC drill bits you haven't purchased from Hard Metals.



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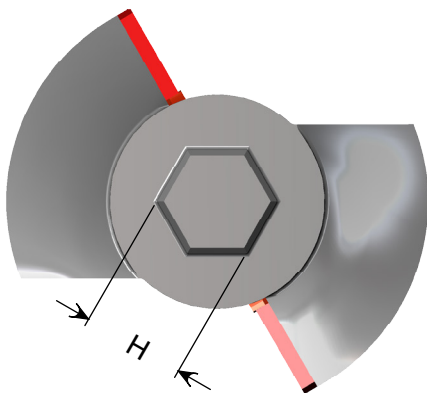
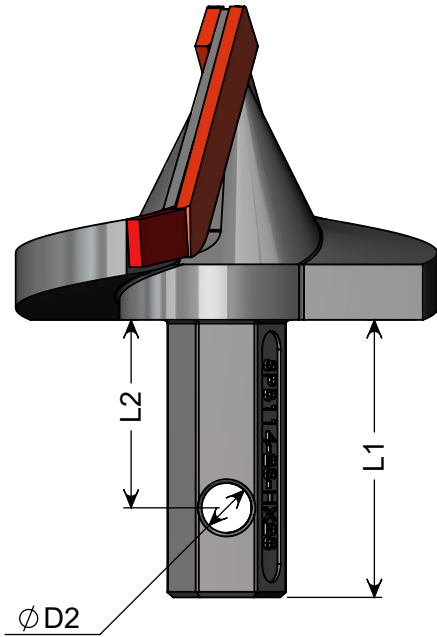
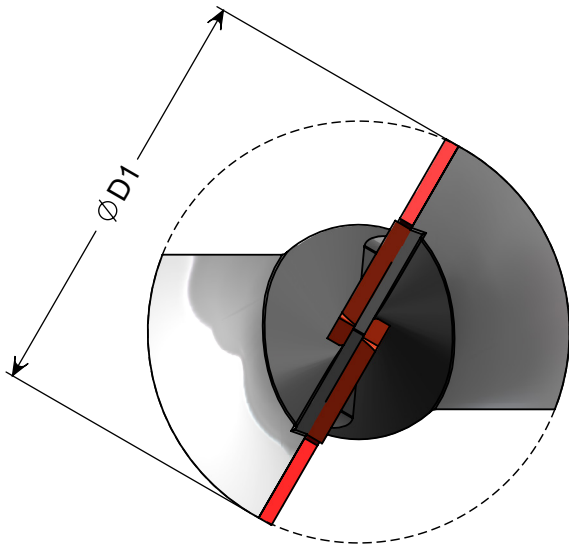


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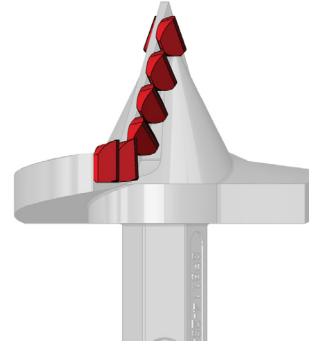


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GEOTECHNICAL

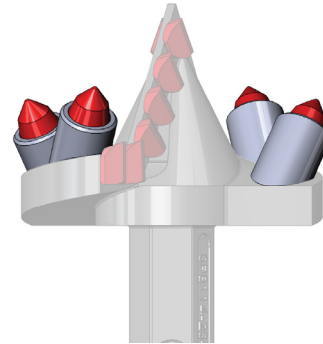


EXTRA OPTION: Rock-breaker (FW) augmentation





Rock-breaking teeth for digging into very hard ground. This style of spiral bit can better handle impact, reducing cracking of tungsten carbide.

EXTRA OPTION: Cutter Tooth (ST) augmentation



For very aggressive cutting, additional cutting teeth can be included on your product.



Product	D1 (mm)	D2 (mm)	H (mm)	L1 (mm)	L2 (mm)	FW	ST	Stock Code	Weight (KG)
								 	
SPB095-2S-HX28	95	11	28	75	50.8			9 9	1.0
SPB095-2S-HX28-13.5	95	13.5	28	75	50.8			9 9	1.1
SPB102-2FW-HX28-13.5	102	13.5	28	75	50.8	✓		8 9	1.1
SPB102-2FW-HX28-13.5ST	102	13.5	28	75	50.8	✓	✓	8 9	1.2
SPB102-2S-HX28-13.5	102	13.5	28	75	50.8			8 9	1.1
SPB114-2FW-HX28-13.5	114	13.5	28			✓		8 9	1.9
SPB114-2FW-HX28-13.5ST	114	13.5	28			✓	✓	8 9	2.0
SPB114-2S-HX28-13.5	114	13.5	28					8 9	1.9
SPB127-2FW-HX28-13.5	127	13.5	28			✓		8 9	2.1
SPB127-2FW-HX28-13.5ST	127	13.5	28			✓	✓	3 9	2.2
SPB127-2FW-HX38-13.5	127	13.5	38			✓		8 9	2.1
SPB127-2S-HX28-13.5	127	13.5	28					8 9	2.1
SPB152-2FW-HX28	152	11	28			✓		9 9	2.3
SPB152-2FW-HX41	152	11	41			✓		9 9	2.3
SPB152-2S-HX28	152	11	28					9 9	2.3
SPB152-2S-HX38	152	11	38					9 9	2.3



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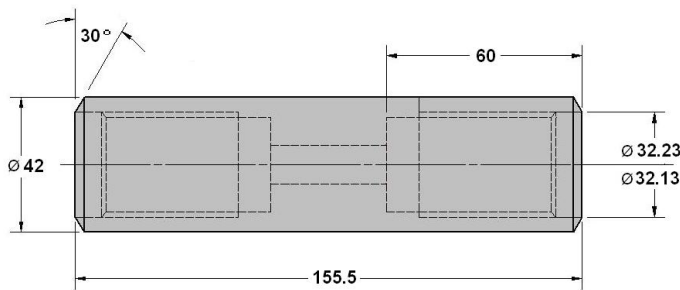
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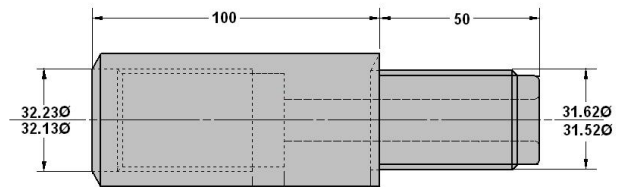
Ancillary Products

UNDER ROAD RODS

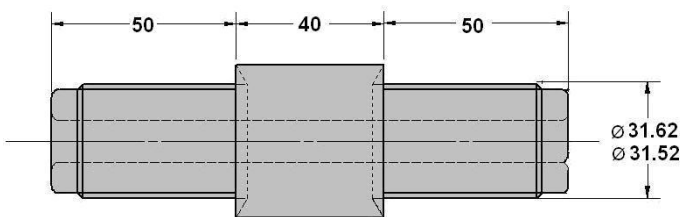
Product	Description	Stock Code		Weight (KG)
				
UR1000	UR Sub - Mole Box	3	9	1.0
UR1001	UR Sub - Mole Pin To Box	3	9	0.9
UR1002	Rod Sub -Mole Pin To Pin	3	9	0.8
UR1018-25.4	Water Feed Drive - 1" Shaft	1	9	1.0
UR1012	UR Rod 0.9m	3	9	7.2



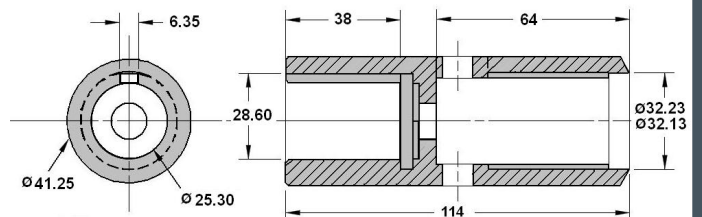
UR1000



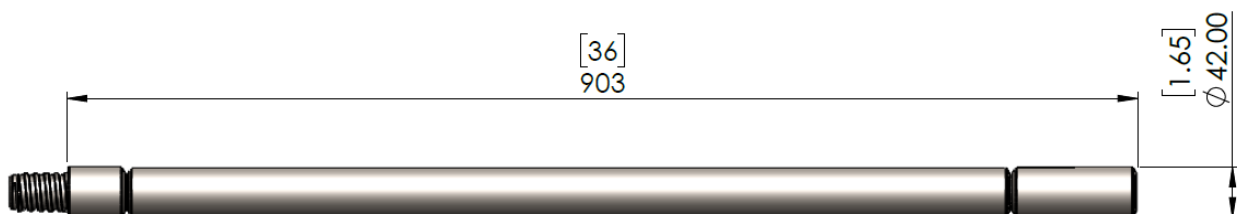
UR1001



UR1002



UR1018-25.4



UR1012

Under Road Rods - ANCILLARY PRODUCTS



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CROSSOVERS



Our workshop is capable of creating custom crossovers and sub-savers to suit a broad range of requirements. Put together the information below and contact us for a quote and lead time.

A table of standard threads is shown below. These can be made as male (pin) or female (box). Standard shoulder length is 300mm.

All crossovers and sub-savers are **Stock Code 9**.

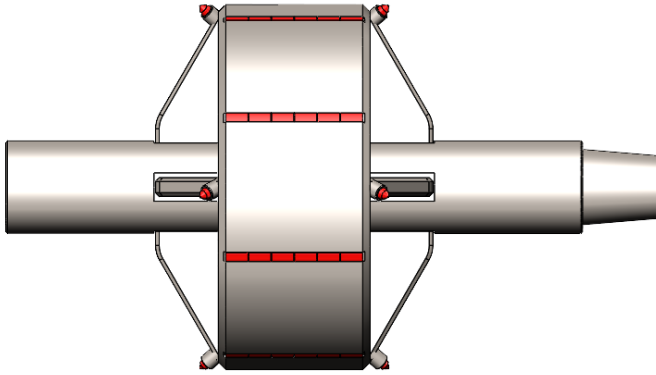




Thread Type	Thread (Inches)
Reg	2 3/8"
	2 7/8"
	3 1/2"
	4 1/2"
	5 1/2"
	6 5/8"
	7 5/8"
	8 5/8"
IF	2 3/8"
	2 7/8"
	3 1/2"
	4"
	4 1/2"
	5 1/2"
Full Hole	2 7/8"
	3 1/2"
	4"
	4 1/2"
	5 1/2"
	6 5/8"

STABILISERS

Ring Stabiliser

Ring stabilisers can be added inline to your string to enable the highest possible stabilisation on the string while minimizing turbulence.

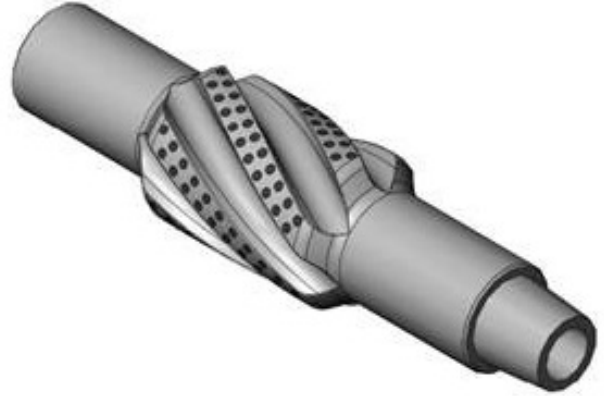




Product	Diameter (Inches)	Stock Code	
			
HDD-SLZR-04	4	9	9
HDD-SLZR-10	10	9	9
HDD-SLZR-12	12	9	9
HDD-SLZR-14	14	9	9
HDD-SLZR-16	16	3	9
HDD-SLZR-18	18	9	9
HDD-SLZR-20	20	9	9
HDD-SLZR-22	22	8	9
HDD-SLZR-24	24	9	9
HDD-SLZR-32	32	9	9
HDD-SLZR-36	36	9	9

Cutting Stabiliser

Cutting stabilisers can increase stability while reducing turbulence in situations where a ring stabiliser won't fit into the bore.

The ribs can be straight or helical depending on your hole requirements and ground conditions.



Product	Diameter (Inches)	Stock Code	
			
HDD-SLZC-04	4	9	9
HDD-SLZC-12	12	9	9
HDD-SLZC-14	14	9	9
HDD-SLZC-16	16	9	9
HDD-SLZC-24	24	9	9



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HARD METALS AUSTRALIA PTY LIMITED – TERMS & CONDITIONS OF TRADE

1. DEFINITIONS	
1.1 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.	
1.2 "HMA" means Hard Metals Australia Pty Limited, its successors and assigns or any person acting on behalf of and with the authority of Hard Metals Australia Pty Limited.	
1.3 "Client" means any person or entity acting on behalf of and with the authority of the Client requesting HMA to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:	9.1
(a) if there is more than one Client, it is a reference to each Client jointly and severally; and	9.2
(b) if the Client is a partnership, it shall refer to each partner jointly and severally; and	
(c) if the Client is a part of a trust, it shall refer to each trustee and the trustee and	
(d) includes the Client's executors, administrators, successors and permitted assigns.	
1.4 "Goods" means all Goods or Services supplied by HMA to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).	9.3
1.5 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history and pricing details.	9.4
1.6 "Cookies" means small files which are stored on the Client's device which are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when ordering from the website, the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering Goods via the website.	9.5
1.7 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between HMA and the Client in accordance with clause 5 below.	9.6
1.8 "GST" means Goods and Services Tax (GST) as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).	9.7
2. ACCEPTANCE	
2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order or accepts delivery of 9.7 the Goods.	9.8
2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract 9.9 shall prevail.	
2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	
2.4 Electronic signature and the Client shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other 10 applicable provisions of that Act or any Regulations referred to in that Act.	
3. ERRORS AND OMISSIONS	
3.1 The Client acknowledges and accepts that HMA shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):	10.2
(a) resulting from an inadvertent mistake made by HMA in the formation and/or administration of this Contract; and/or	
(b) contained in either any literature (hard copy and/or electronic) supplied by HMA in 10.3 respect of the Services.	
3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of HMA, the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.	11.
4. CHANGE IN CONTROL	
4.1 The Client shall give HMA not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number, change of trustees or business practice). The Client shall be liable for any loss 11.2 incurred by HMA as a result of the Client's failure to comply with this clause.	
5. PRICE AND PAYMENT	
5.1 At HMA's sole discretion, the Price shall be either:	11.3
(a) as indicated on any invoice provided by HMA to the Client; or	
(b) the Price as at the date of delivery of the Goods according to HMA's current price list; or	
(c) HMA's quoted price (clause 5.2) which will be valid for the period stated in the 11.4 quotation or otherwise for a period of thirty (30) days.	
5.2 HMA reserves the right to change the Price if a variation to HMA's quotation is requested. Any variation as a result of increases to HMA in the cost of materials and labour, or fluctuations in current market prices, will be charged on the basis of HMA's quotation 11.5 and will be shown as variations on the invoice. The Client shall be required to respond to any variation submitted by HMA within ten (10) working days. Failure to do so will entitle HMA to 11.6 add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	11.7
5.3 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by HMA, which may be:	
(a) payment shall be due on the Client's order for the Goods; or	
(b) for approved Client, within 30 days of the date of invoice; or	
(c) the date specified on any invoice or other form as being the date for payment; or	
5.4 Payment may be made by cash, cheque, bank cheque, electronic-line banking, credit card 11.8 (a surcharge may apply per transaction), or by any other method as agreed to between the Client and HMA.	
5.5 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by HMA nor to withhold payment of any invoice because part of that invoice is in dispute.	
5.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to HMA an amount equal to any GST HMA must pay for any supply by HMA under 11.9 this or any other contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	
6. DELIVERY OF GOODS	
6.1 Delivery ("Delivery") of the Goods is taken that the Goods are delivered ex-warehouse and, unless otherwise stated, dispatched by HMA's nominated carrier (and in accordance with that carrier's current rates).	11.10
6.2 Delivery of the Goods to the Client's agent, carrier or representative shall constitute delivery 11.11 of the Goods by HMA to the Client for the purposes of this Contract.	
6.3 The costs of delivery and the responsibility of the Client are in addition to the Price (and where applicable charges to the Client's account).	
6.4 The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then HMA shall be entitled to charge a reasonable fee for redelivery.	11.12
6.5 Where it is arranged that the Client, or the Client's nominated carrier, is to collect the Goods; notification that the Goods are available for collection shall be deemed as delivery of the Goods. Failure to collect the Goods will not be accepted as mitigating the Client's obligation to make payment within the specified terms.	
6.6 At HMA's sole discretion, storage fees may be charged for any Goods that have not been collected by the Client after twenty-one (21) days after HMA has notified the Client that the Goods are available for collection.	12.2
6.7 The Client acknowledges that the delivery date specified on the order confirmation is an estimate only, based on the information available at the time. HMA reserves the right to cancel 12.3 delivery of the Goods (as per clause 14.2) where it is deemed (at HMA's sole discretion) that the supply of the Goods will not meet the Client's specified terms and requirements, and/or that it will expose HMA to unnecessary risk.	
6.8 HMA may deliver the Goods by separate instalments. Each separate instalment shall be 13.1 invoiced and paid in accordance to the provisions in these terms and conditions.	
6.9 The Client shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that:	
(a) such discrepancy in quantity shall not exceed five percent (5%); and	
(b) the Price shall be adjusted pro rata to the discrepancy.	13.2
6.10 HMA shall not be responsible for the non-delivery of the Goods other than by its nominated carrier.	
6.11 The failure of HMA to deliver shall not entitle either party to treat this Contract as repudiated.	
6.12 HMA shall not be liable for any loss or damage whatsoever due to failure by HMA to deliver 13.3 the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of HMA.	
7. RISK	
7.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must 13.4 insure the Goods on or before Delivery.	
7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, HMA is entitled to receive all insurance proceeds payable for the Goods. The production of the terms and conditions by HMA is sufficient evidence of HMA's rights to receive the insurance proceeds without the need for any person dealing with HMA to make further enquiries.	
7.3 If the Client requests HMA to leave Goods outside HMA's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.	
8. TITLE	
8.1 HMA and the Client agree that ownership of the Goods shall not pass until:	
(a) the Client has paid HMA all monies owing to HMA; and	
(b) the Client has met all of its other obligations to HMA.	14.1
8.2 Receipt by HMA of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.	
8.3 It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 8.1:	
(a) the Client is only a bailee of the Goods and must return the Goods to HMA on request.	14.2
(b) the Client holds the benefit of the Client's insurance of the Goods on trust for HMA and must pay to HMA the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.	
(c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for HMA and must pay to HMA the proceeds of any insurance on demand.	14.3
(d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of HMA and must sell, dispose of or return the resulting product to HMA as its sole direct.	
(e) the Client irrevocably authorises HMA to deliver the Goods to any premises where HMA believes the Goods are kept and recover possession of the Goods.	14.4
(f) HMA may recover possession of any Goods in transit whether or not delivery has occurred.	
(g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of HMA.	15.
(h) the Client may commence proceedings to recover the Price of the Goods sold 15.1 notwithstanding that ownership of the Goods has not passed to the Client.	
PERSONAL PROPERTY SECURITIES ACT 2009 ("PPSA")	
The Client agrees to complete a financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.	
Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in the Goods or collateral (account) being a monetary obligation of the Client to HMA for Services that have previously been supplied and that will be supplied in the future by HMA to the Client.	
The Client 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 HMA may 15.2 reasonably require to:	
(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;	
(ii) register any other document required to be registered by the PPSA; or	
(iii) correct a defect in a statement referred to in clauses 9.3(a)(i) or 9.3(a)(ii);	
(iv) indemnify, and upon demand reimburse, HMA for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or establishing the PPSA; or	
(v) not register a financing change statement in respect of a security interest without the prior written consent of HMA;	15.3
(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of HMA;	
(e) immediately advise HMA of any material change in its business practices of selling the Goods which would result in a change in the nature of the proceeds derived from such sales. HMA and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the Client's agreement created by these terms and conditions.	
(f) The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3) 15.4 (d) and 132(4) of the PPSA.	
(g) The Client waives their rights as a creditor and/or a debtor under sections 142 and 143 of the PPSA.	
Unless otherwise agreed to in writing by HMA, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.	
The Client must unconditionally ratify any actions taken by HMA under clauses 9.3 to 9.5. Subject to the provisions of the PPSA or to the contrary (including those contained in this clause 9) nothing in these terms and conditions is intended to have the effect of contracting out of any 15.5 of the provisions of the PPSA.	
SECURITY AND CHARGE	
In consideration of HMA agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any monies due).	
The Client indemnifies HMA from and against all HMA's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising HMA's rights under this 15.7 clause.	
The Client irrevocably appoints HMA and each director of HMA as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 15.8 including, but not limited to, signing any document on the Client's behalf.	
DEFECTS, WARRANTIES AND RETURNS, COMPETITION AND CONSUMER ACT 2010 (CCA)	
15.9 The Client must inspect the Goods on delivery and must within fourteen (14) days of delivery notify HMA in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow HMA to inspect the Goods.	
Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied warranties and warranties (including, without limitation the statutory warranties under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).	
HMA acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	
Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, HMA makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. HMA's liability in 15.9 respect of these warranties is limited to the fullest extent permitted by law.	
If HMA is required to replace the Goods under this clause or the CCA, HMA's liability is limited to the extent permitted by section 64A of Schedule 2.	
If HMA is required to replace the Goods under this clause or the CCA, but is unable to do so, HMA may return any money the Client has paid for the Goods.	
Nothing in this clause 15.9 or remedies HMA from the meaning of the CCA, HMA's liability for any defect or damage in the Goods is:	
(a) limited to the value of any express warranty or warranty card provided to the Client by 15.11 HMA at HMA's sole discretion;	
(b) if an express warranty to which HMA is entitled, if HMA did not manufacture the Goods; or	
(c) otherwise regulated absolutely.	
Subject to this clause 15.11, returns will only be accepted provided that:	
(a) the Client has complied with the provisions of clause 11.1; and	
(b) HMA has agreed that the Goods are defective, and; 16.	
(c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not 16.1 significant); and	
(d) the Goods are returned in as close a condition to that in which they were delivered as is possible.	16.2
Notwithstanding clauses 11.1 to 11.8 but subject to the CCA, HMA shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:	
(a) the Client failing to properly maintain or store any Goods;	
(b) the Client using the Goods for any purpose other than that for which they were designed;	17.
(c) the Client continuing the use of any Goods after any defect became apparent or should 17.1 have become apparent to a reasonably prudent operator or user;	
(d) the Client failing to follow any instructions or guidelines provided by HMA; or	
(e) wear and tear, any accident, or act of God.	
Any order and/or goods, or stock code 9 Goods are not acceptable for credit or return, except under the circumstances:	
(a) HMA may in its absolute discretion accept non-defective Goods for return in which case HMA may require the Client to pay handling fees of up to ten percent (10%) of the value of the returned Goods plus any freight costs.	
(b) Notwithstanding anything contained in this clause if HMA is required by a law to accept a 17.2 return then HMA will only accept a return on the conditions imposed by that law.	
INTELLECTUAL PROPERTY	
18.1 Where HMA has designed, drawn or developed Goods for the Client, then the copyright in 18.1 any designs and drawings and documents shall remain the property of HMA. Under no circumstances may such designs, drawings and documents be used without the express written approval of HMA.	
All rights in and to all designs, specifications or instructions given to HMA will not cause HMA to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify HMA against any action taken by a third party against HMA in respect of any such infringement.	
The Client agrees that HMA may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which HMA has created for the Client.	
DEFAULT AND CONSEQUENCES OF DEFAULT	
19.1 Default on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at HMA's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.	
19.2 If the Client owes HMA any money the Client shall indemnify HMA from and against all costs 19.2 and disbursements incurred by HMA in recovering the debt (including but not limited to 19.1 internal administration fees, legal costs on a solicitor and own client basis, HMA's contract default fee, and bank dishonour fees).	
Further to any other remedies HMA may have under this Contract, if a Client has made payment to HMA, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by 19.2 HMA under this clause 13 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.	
Without prejudice to HMA's other remedies at law HMA shall be entitled to cancel all or any 19.3 part of any order of the Client which remains unfulfilled and all amounts owing to HMA shall, whether or not due for payment, become immediately payable if:	
(a) any money payable to HMA becomes overdue, or in HMA's opinion the Client will be unable to make a payment when it falls due;	
(b) the Client has exceeded any applicable credit limit provided by HMA;	19.4
(c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its 19.5 creditors; or	
(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	19.6
CANCELLATION	
19.7 Without prejudice to any other remedies HMA may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions HMA may suspend or terminate the supply of Goods to the Client. HMA will not be liable to the Client if any loss or damage the Client suffers because HMA has exercised its rights under this clause.	
HMA may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice HMA shall repay to the Client any money paid by the Client for the Goods.	
HMA shall not be liable for any loss or damage whatsoever arising from such cancellation. Where the Client cancels delivery of the Goods, HMA reserves the right to charge the Client a cancellation fee. As a guide, the maximum charge as a percentage of the Price based on stock code shall be:	
(A) SC1 – 25%	
(B) SC1 – no fee	
(C) SC2 – 75%	
(D) SC3 – 50%	
(E) SC9 – 100%	
Cancellation of orders for special or SC9 Goods will definitely not be accepted, once HMA has processed the order.	
PRIVACY POLICY	
15.10 Personal information, documents, images or other recorded information held or used by HMA is Personal Information, as defined and referred to in clause 15.3, and therefore considered Confidential Information. HMA acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 (the "Privacy Act") and the Privacy and Information Disclosure (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation ("GDPR") (collectively, "EU Data Privacy Laws"). HMA acknowledges that in the e-commerce and data processing and disclosure of the Client's Personal Information, held by HMA that may result in serious harm to the Client, HMA will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.	
Notwithstanding clause 15.1, privacy initiatives will extend to HMA in respect of Cookies where transactions for purchases/orders transpire directly from HMA's website. HMA agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:	
(a) IP address, browser, email client type and other similar details;	
(b) tracking website usage and traffic; and	
(c) reports are available to HMA when HMA sends an email to the Client, so HMA may collect and use that information (collectively Personal Information).	
In order to enable / disable the collection of Personal Information by way of Cookies, the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via HMA's website.	
The Client agrees for HMA to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by HMA. The Client agrees that HMA may exchange information about the Client with those credit providers and with related body corporates for the following purposes:	
(a) to assess an application by the Client; and/or	
(b) to allow the CRB to create or maintain a credit information file about the Client including 15.11 credit history;	
(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or	
(d) to assess the creditworthiness of the Client including the Client's repayment history in connection with two (2) years of credit provided to the Client.	
The Client consents to HMA being given a consumer credit report to collect overdue payment on commercial credit.	
The Client agrees that personal credit information provided or used and retained by HMA for the following purposes (and for other agreed purposes may be required by):	
(a) the provision of Goods; and/or	
(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or	
(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or	
(d) enabling the collection of amounts outstanding in relation to the Goods.	
HMA may give information about the Client to a CRB for the following purposes:	
(a) to obtain a consumer credit report;	
(b) to allow the CRB to create or maintain a credit information file about the Client including credit history.	
The information given to the CRB may include:	
(a) Personal information as outlined in 15.3 above;	
(b) whether the Client is a current credit provider to the Client;	
(c) whether the credit provider is a licensee;	
(d) type of consumer credit;	
(e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of credit account and the amount requested);	
(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and HMA has been paid or other amounts discharged and all details surrounding that discharge (e.g. dates of payments);	
(g) information that, in the opinion of HMA, the Client has committed a serious credit infringement.	
The amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).	
The Client shall have the right to request (by e-mail) from HMA:	
(a) a copy of the Personal Information about the Client retained by HMA and the right to request that HMA correct any inaccuracies in that Personal Information; and	
(b) that HMA does not disclose any Personal Information about the Client for the purpose of direct marketing.	
15.12 HMA will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required for the purposes of the Client's order or to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.	
The Client can make a privacy complaint by contacting HMA via e-mail. HMA will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision on the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au .	
BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF PAYMENTS ACT 1999	
15.13 At HMA's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply.	
Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.	
SERVICE OF NOTICES	
Any written notice given under this Contract shall be deemed to have been given and received:	
(a) by handing the notice to the other party, in person;	
(b) by leaving it at the address of the other party as stated in this Contract;	
(c) by sending it by registered post to the address of the other party as stated in this Contract;	
(d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;	
(e) if sent by email to the other party's last known email address.	
Any notice is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.	
TRUSTS	
15.14 If the Client at any time upon or subsequent to entering into to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not HMA may have notice of the Trust, the Client covenants with HMA as follows:	
(a) the Client extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;	
(b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which would prejudice that right of indemnity;	
(c) the Client will not without consent in writing of HMA (HMA will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:	
(i) the removal, replacement or retirement of the Client as trustee of the Trust;	
(ii) any alteration to or variation of the terms of the Trust;	
(iii) any advancement or distribution of capital of the Trust; or	
(iv) any resettlement of the Trust property.	
GENERAL	
15.15 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.	
These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales, the state in which HMA has its principal place of business, and are subject to the jurisdiction of the courts in that New South Wales.	
Subject to clause 11 HMA shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by HMA of these terms and conditions (notwithstanding HMA's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).	
HMA may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent.	
The Client cannot licence or assign without the written approval of HMA.	
HMA may subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of HMA's subcontractors without the authority of HMA.	
The Client may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for HMA to provide Goods to the Client.	
Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.	
Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.	



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