



PRODUCT LIST

2003-2004

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Specifications subject to change without notice
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Dreadnoughts

M225	Soundboard: Solid Sitka Spruce Back & Sides: Queensland Maple Neck: Queensland Maple Fingerboard: Rosewood with dot inlays Bridge: Rosewood Headstock: Standard Queensland Maple Outer Binding: Black Soundhole Rosette: Concentric Finish: Satin Machine Heads: Chrome diecast	
EM225	As in M225, but fitted with Maton AP4 pickup	
EM225C	As in EM225, but with soft cutaway	
M325	Soundboard: "A" grade solid Sitka Spruce Back & Sides: Queensland Walnut Neck: Queensland Maple Fingerboard: Rosewood with dot inlays Bridge: Rosewood Headstock: Standard Queensland Maple Outer Binding: Ivory Inner Binding: Double Soundhole Rosette: Mosaic Finish: Satin Machine Heads: Chrome Grover rotomatic	
EM325	As in M325, but fitted with Maton AP5 pickup	
EM325C	As in EM325, but with soft cutaway	
CW80	Soundboard: "AA" grade solid Sitka Spruce Back & Sides: Solid Queensland Maple Neck: Queensland Maple Fingerboard: Rosewood with dot inlays Bridge: Rosewood Headstock: Blackwood veneer keyhole Outer Binding: Ivory Inner Binding: Quadruple Soundhole Rosette: Herringbone Finish: Satin Machine Heads: Chrome Grover rotomatic	
ECW80	As in CW80, but fitted with Maton AP5 pickup	
ECW80C	As in ECW80, but with soft cutaway	
A80 "AUSTRALIAN"	Soundboard: "AA" grade solid Sitka Spruce Back & Sides: Solid Blackwood Neck: Queensland Maple Fingerboard: Rosewood with dot inlays Bridge: Rosewood Headstock: Blackwood veneer keyhole Outer Binding: Blackwood Inner Binding: Herringbone Soundhole Rosette: Herringbone Finish: Gloss Machine Heads: Gold Grover rotomatic * Includes Maton Standard Case	
EA80	As in A80, but fitted with Maton AP5 pickup * Includes Standard Case	
EA80C	As in EA80, but with soft cutaway * Includes Standard Case	



Dreadnoughts

TE1 ARTIST "TOMMY EMMANUEL"	Soundboard: Back & Sides: Cutaway: Neck: Fingerboard: Bridge: Headstock: Outer Binding: Inner Binding: Soundhole Rosette: Finish: Machine Heads: Pickup System: * Includes Maton Standard Case	"AAA" grade solid Sitka Spruce Solid Indian Rosewood Soft Queensland Maple Rosewood with dot inlays "CGP" inlay on the 12 th fret Rosewood Queensland Walnut 80's style Black Quadruple Herringbone Gloss honey Gold Grover rotomatic AP5 Nb: "CGP" stands for "Certified Guitar Player", an acknowledgement given by the late Chet Atkins to three elite guitar players. Tommy is one of these players.	
TE2 SIGNATURE "TOMMY EMMANUEL"	Soundboard: Back & Sides: Cutaway: Neck: Fingerboard: Bridge: Headstock: Outer Binding: Inner Binding: Soundhole Rosette: Finish: Machine Heads: Pickup System: * Includes Maton Standard Case	"AAA" grade solid Sitka Spruce Solid Rock Maple Soft Queensland Maple Rosewood with dot inlays "CGP" inlay on the 12 th fret Rosewood Queensland Walnut 80's style Black Quadruple Herringbone Gloss honey Gold Grover rotomatic AP5	
M100 "MESSIAH"	Soundboard: Back & Sides: Back Inlay: Neck: Fingerboard: Bridge: Headstock: Outer Binding: Inner Binding: Soundhole Rosette: Finish: Machine Heads: * Includes Maton Hiscox moulded flight case	"AAA" grade solid Sitka Spruce Solid Indian Rosewood Rosewood One piece Queensland Maple with Rosewood heel cap Ebony with snowflake inlays 17 th fret "Messiah" block inlay Ebony Rosewood veneer keyhole with pearl Maton logo Rosewood Herringbone Herringbone Gloss Gold Grover rotomatic	
EM100	As in M100, but fitted with Maton AP5 pickup		
EM100C	As in EM100, but with soft cutaway		



Bluegrass Series (Downsize Body)

BG808L	Soundboard: Solid Western Red Cedar Back & Sides: Queensland Walnut Neck: Queensland Maple Fingerboard: Rosewood with dot inlays Bridge: Rosewood Headstock: Standard Queensland Maple Outer Binding: Ivory Inner Binding: Double Soundhole Rosette: Mosaic Finish: Satin Machine Heads: Chrome Grover rotomatic	
EBG808L	As In BG808L, but fitted with Maton AP5 pickup	
BG808	Soundboard: "AA" grade solid Sitka Spruce Back & Sides: Solid Blackwood Neck: Queensland Maple Fingerboard: Rosewood with dot inlays Bridge: Rosewood Headstock: Blackwood veneer keyhole Outer Binding: Black Inner Binding: Quadruple Soundhole Rosette: Herringbone Finish: Satin Machine Heads: Chrome Grover rotomatic	
EBG808	As in BG808, but fitted with Maton AP5 pickup	
EBG808C	As in EBG808, but with soft cutaway	
EBG808 "ARTIST"	Soundboard: "AAA" grade solid Sitka Spruce Back & Sides: Solid Blackwood Neck: Queensland Maple Fingerboard: Rosewood with snowflake inlays Bridge: Rosewood Headstock: Blackwood veneer keyhole Outer Binding: Rock Maple Inner Binding: Herringbone Soundhole Rosette: Herringbone Finish: Satin Machine Heads: Gold Grover rotomatic Pickup System: APMic system * Includes Maton Standard Case	
EBG808 TE "TOMMY EMMANUEL"	Soundboard: "AAA" grade solid Sitka Spruce Back & Sides: Solid Queensland Maple Neck: Queensland Maple Fingerboard: Rosewood with dot inlays "CGP" inlay on the 12 th fret Bridge: Rosewood Headstock: Walnut veneer 80's style Outer Binding: Ivory Inner Binding: Quadruple Soundhole Rosette: Herringbone Finish: Satin honey Pickguard: Tortoiseshell Machine Heads: Chrome Grover rotomatic Pickup System: APMic system * Includes Maton Standard Case	<i>Nb: "CGP" stands for "Certified Guitar Player", an acknowledgement given by the late Chet Atkins to three elite guitar players. Tommy is one of these players.</i>



Thinline Acoustics

EBG808CL "PERFORMER"	Soundboard: Solid Bunya Back & Sides: Queensland Maple Cutaway: Soft Neck: Queensland Maple Fingerboard: Rosewood with dot inlays Bridge: Rosewood Headstock: Standard Queensland Maple Outer Binding: Single ivory Soundhole Rosette: Mosaic Finish: Satin Machine Heads: Chrome Grover rotomatic Pickup System: AP5	
EBG808CLG "PERFORMER"	As in EBG808CL but in either Cherry or Vintage Amber gloss, with gold Grover rotomatic machine heads and shadow logo	
EST60C	Soundboard: "A" grade solid Sitka Spruce Back & Sides: Queensland Walnut Cutaway: Soft Neck: Queensland Maple Fingerboard: Rosewood with dot inlays Bridge: Rosewood Headstock: Standard Queensland Maple Outer Binding: Ivory Soundhole Rosette: Mosaic Finish: Gloss Machine Heads: Gold Grover rotomatic Pickup System: AP5	
EST65C	Soundboard: "AA" grade solid Sitka Spruce Back & Sides: Solid Rock Maple Cutaway: Soft Neck: Rock Maple Fingerboard: Rosewood with dot inlays Bridge: Rosewood Headstock: Standard Rock Maple with shadow logo Outer Binding: Black Soundhole Rosette: Mosaic Finish: Gloss Machine Heads: Gold Grover rotomatic Pickup System: AP5	



Jumbo Acoustics

MJ747	Soundboard: "A" grade solid Sitka Spruce Back & Sides: Queensland Walnut Neck: Queensland Maple Fingerboard: Rosewood with dot inlays Bridge: Rosewood Headstock: Standard Queensland Maple Outer Binding: Ivory Inner Binding: Double Soundhole Rosette: Mosaic Finish: Satin Machine Heads: Chrome Grover rotomatic	
EMJ747	As in MJ747, but fitted with Maton AP5 pickup	
AJ85 "AUSTRALIAN" JUMBO	Soundboard: "AAA" grade solid Sitka Spruce Back & Sides: Solid Blackwood Neck: Queensland Maple Fingerboard: Rosewood with dot inlays Bridge: Rosewood Headstock: Blackwood veneer keyhole Outer Binding: Blackwood Inner Binding: Herringbone Soundhole Rosette: Herringbone Finish: Gloss Machine Heads: Gold Grover rotomatic	
EAJ85	As in AJ85, but fitted with Maton AP5 pickup	
CJ85 "COUNTRY" JUMBO	Soundboard: "AAA" grade solid Sitka Spruce Back & Sides: Solid Rock Maple Neck: Rock Maple Fingerboard: Ebony with Mother of Pearl Block inlays Bridge: Ebony Headstock: Black gloss standard with gold logo Outer Binding: Black Inner Binding: Herringbone Soundhole Rosette: Herringbone Finish: Gloss Machine Heads: Gold Grover rotomatic	
ECJ85	As in CJ85, but fitted with Maton AP5 pickup	



12 String Acoustics

M425/12	Soundboard: "A" grade solid Sitka Spruce Back & Sides: Queensland Walnut Neck: Queensland Maple Fingerboard: Rosewood with dot inlays Bridge: Rosewood Headstock: Blackwood veneer Outer Binding: Ivory Inner Binding: Double Soundhole Rosette: Mosaic Finish: Satin Machine Heads: Chrome Grover rotomatic	
EM425/12	As in M425/12, but fitted with Maton AP5 pickup	
EM425C/12	As in EM425/12, but with soft cutaway	
CW80/12	Soundboard: "AA" grade solid Sitka Spruce Back & Sides: Solid Queensland Maple Neck: Queensland Maple Fingerboard: Rosewood with dot inlays Bridge: Rosewood Headstock: Blackwood veneer keyhole Outer Binding: Ivory Inner Binding: Quadruple Soundhole Rosette: Herringbone Finish: Satin Machine Heads: Chrome Grover rotomatic	
ECW80/12	As in CW80/12, but fitted with Maton AP5 pickup	
ECW80C/12	As in ECW80/12, but with soft cutaway	
M100/12 "MESSIAH"	Soundboard: "AAA" grade solid Sitka Spruce Back & Sides: Solid Indian Rosewood Back Inlay: Rosewood Neck: One piece Queensland Maple with Rosewood heel cap Fingerboard: Ebony with snowflake inlays & 17 th fret "Messiah" block inlay Bridge: Ebony Headstock: Rosewood veneer keyhole with pearl Maton logo Outer Binding: Rosewood Inner Binding: Herringbone Soundhole Rosette: Herringbone Finish: Gloss Machine Heads: Gold Grover rotomatic * Includes Maton Hiscox moulded flight case	
EM100/12	As in M100/12, but fitted with Maton AP5 pickup	
EM100C/12	As in EM100/12, but with soft cutaway	




Mastersound Solid Body Electrics

<p>MS500</p> <p>PICKUPS</p> <p>CONTROLS</p> <p>HARDWARE</p> <p>PICKGUARD</p>	<p>Body: Solid Australian tonewood Neck: Bolt on Queensland Maple Fingerboard: Rosewood with dot inlays Finish: Gloss Frets: 21 frets, 6130 jumbo fret wire Scale: 24.5 inch 12 inch radius Composite nut</p> <p>Bridge: Maton MVH1 humbucker (tapped) Neck: Maton MVS1 single coil Single volume and single tone 3-way chrome rotary selector switch Coil tap switch</p> <p>Chrome pickup tank and covers Vintage cream knobs Chrome stop tailpiece and bridge Vintage machine heads Choice of black, white or cream</p>	
<p>MS501</p> <p>PICKUPS</p> <p>CONTROLS</p> <p>HARDWARE</p> <p>PICKGUARD</p>	<p>Body: Solid Australian tonewood Neck: Bolt on Queensland Maple Fingerboard: Rosewood with dot inlays Finish: Gloss Frets: 21 frets, 6130 jumbo fret wire Scale: 24.5 inch 12 inch radius Composite nut</p> <p>Bridge: Maton MHB1 humbucker Single volume One coil tap switch</p> <p>Chrome stop tailpiece and bridge Chrome Grover rotomatic machine heads Black</p>	
<p>MS502</p> <p>PICKUPS</p> <p>CONTROLS</p> <p>HARDWARE</p> <p>PICKGUARD</p>	<p>Body: Solid Australian tonewood Neck: Bolt on Queensland Maple Fingerboard: Rosewood with dot inlays Finish: Gloss Frets: 21 frets, 6130 jumbo fret wire Scale: 24.5 inch 12 inch radius Composite nut</p> <p>Bridge: MHB1 humbucker Neck: MHN1 humbucker Two volume controls One tone control 3-way chrome rotary selector switch One coil tap switch</p> <p>Chrome stop tailpiece and bridge Grover rotomatic machine heads Choice of black or cream</p>	
<p>MS503</p>	<p>As in MS502 but with black pickup surrounds and chrome pickup covers</p>	



MS2000 Carvetop Series

<p>MS2000 STD</p> <p>PICKUPS</p> <p>HARDWARE</p> <p>CONTROLS</p>	<p>Body: Solid Australian tonewood Carved top Face: Single white Binding: Queensland Maple set Neck: Rosewood with dot inlays Fingerboard: Gloss Finish: 21 frets, 6130 jumbo fret wire Frets: 24.5 inch scale, 12 inch radius Scale: Composite nut No pickguard</p> <p>Bridge: Maton MHB1 humbucker (tapped) Neck: Maton MHN1 humbucker Chrome stop tailpiece and bridge Chrome Grover rotomatic machine heads Two volume controls Two tone controls 3-way toggle selector switch</p>	
<p>MS2000 DLX</p> <p>PICKUPS</p> <p>HARDWARE</p> <p>CONTROLS</p>	<p>Body: Solid Australian tonewood Figured carved top Face: Double Inner Binding: White Outer Binding: Bound Rock Maple set Neck: Rosewood Fingerboard: Mother of pearl blocks Finish: Gloss Frets: 21 frets, 6130 jumbo fret wire Scale: 24.5 inch scale, 12 inch radius Composite nut No pickguard</p> <p>Bridge: Maton MHB2 humbucker (tapped) Neck: Maton MHN2 humbucker Chrome stop tailpiece and bridge Grover rotomatic machine heads Two volume controls Two tone controls 3-way toggle selector switch</p>	
<p>MS2000 DLX SD</p> <p>PICKUPS</p> <p>HARDWARE</p> <p>CONTROLS</p>	<p>Body: Solid Australian tonewood Face: Selected figured carved top Inner Binding: Double Outer Binding: White Neck: Bound Rock Maple set Headstock: Bound Fingerboard: Ebony Fingerboard inlays: Mother of pearl blocks Finish: Gloss Frets: 21 frets, 6130 jumbo fret wire Scale: 24.5 inch scale, 12 inch radius Composite nut No pickguard</p> <p>Bridge: Seymour Duncan SH4 open Neck: Seymour Duncan SH1 open Chrome stop tailpiece and bridge Grover rotomatic machine heads Two volume controls Two tone controls 3-way toggle selector switch</p>	


 Maton Electric Pickups	
MVH1	Chrome Maton vintage humbucker with tank (original MS500)
MVS1	Chrome Maton vintage single coil with tank (original MS500)
MVH2	Chrome Maton vintage humbucker (12 pole piece version) ideal for upgrading the MS500 series
MHB1	New! Black Maton humbucker for bridge position
MHN1	New! Black Maton humbucker for neck position
MHB2	New! Maton deluxe humbucker with chrome cover and surround for bridge position
MHN2	New! Maton deluxe humbucker with chrome cover and surround for neck position

*All MH series pickups can be fitted to any brand of guitar that have a standard humbucker rout

**The number 2 in the pickup name always denotes deluxe

Maton Acoustic Pickup Installations	
AP4 Retrofit	Installation of the AP4 Maton acoustic pickup system Includes full service
AP5 Retrofit	Installation of the AP5 Maton acoustic pickup system Includes full service
APMic Retrofit	Installation of the APMic Maton acoustic pickup system Includes full service

*All retrofits are to be booked in with Maton Service Department prior to sending.

		<h2>Maton Strings & Cases</h2>
Phosphor Bronze		
M 011-052	Acoustic steel strings, 11 to 52, light	
M 012-053	Acoustic steel strings, 12 to 53, medium	
M 013-056	Acoustic steel strings, 13 to 56, heavy	
12 M 010-047	12 string acoustic, 10 to 47, light	
12 M 012-053	12 string acoustic, 21 to 53, medium	
Nickel Wound Electric		
MS 009-042	Six string electric, 9 to 42, light	
MS 009-046	Six string electric, 9 to 46, light/medium	
MS 010-046	Six string electric, 10 to 46, medium	
MS 011-052	Six string electric, 11 to 52, heavy	
Maton Picks		
TEARDROP	Nylon teardrop picks, available in assorted colours	
Maton Straps		
MSTBK	Australian made all leather black strap Suede inner & polished outer White saddle stitching with large gold Maton logo Adjustable	
MSTBN	As above, but in brown with black Maton logo	
Maton Cases		
MATON STANDARD DREADNOUGHT	Black Tolex, sturdy, lined archtop case with stitching Maroon padded interior Gold latches and key locked Maton badge top and side	
MATON STANDARD 808	As above but to suit all Maton 808 guitars	
MATON STANDARD 12 STRING	As above but to suit all Maton 12 string guitars	
MATON STANDARD ELECTRIC	As above but to suit all Maton Mastersound electric guitars	
MATON PROFESSIONAL D/NOUGHT/JUMBO/ 12 STRING	Custom made Black Hiscox moulded case Maton logo embossed on the lid Sturdy hinges and latches to withstand travelling extremes Red velour lining Lightweight Absolute protection for quality instruments	
MATON PROFESSIONAL 808	As above but to suit all Maton 808 guitars	
MATON PROFESSIONAL ELECTRIC	As above but to suit all Maton Mastersound electric guitars	



Spare parts

END PIN	Threaded aluminium end pin in gold or black	
STRAP PIN	Black strap pin (at the base of the neck heel)	
BRIDGE SADDLE	Black glass-filled nylon bridge saddle, 3mm	
BRIDGE SADDLE	Bone bridge saddle, 3mm	
FINGERBOARD NUT	Black glass-filled nylon slotted nut	
EBONY BRIDGE	Glue on type, six string bridge, selected Ebony	
ROSEWOOD BRIDGE	As above but selected Rosewood	
12 STRING BRIDGE	Glue on type, selected Ebony	
12 STRING BRIDGE	As above but selected Rosewood	
BRIDGE PINS	Cream plastic with black dot - set of six	
BRIDGE PINS	Black plastic - set of six	
BRIDGE PINS	Ebony with white dot - set of six	
TRUSS ROD ADJUSTER	Truss rod adjuster for all Maton acoustics	
BLACK PICKGUARD	Black adhesive pickguard with gold "M"	
TORTOISESHELL PICKGUARD	Tortoiseshell adhesive pickguard with gold "M"	
ELECTRIC PICKGUARD	Mastersound pickguard in white, cream or black	
KNOBS	Mastersound vintage cream knob	
KNOBS	MS2000 bell knob or speed knob, black or honey	
3-WAY SWITCH COMPLETE	Mastersound 3-way lever switch & lever	
LEVER	Mastersound lever for a 3-way switch	
3-WAY SWITCH	3-way toggle switch to suit MS2000, cream or black	
Machine Heads		
225 HEADS SET	Set of chrome diecast machine heads for 225 with Maton "M"	
225 HEADS SINGLE	As above but for a single machine	
GROVER HEADS SET - CHROME	Grover rotomatic machine heads, chrome	
GROVER CHROME SINGLE	As above but for a single machine	
GROVER HEADS SET - GOLD	Grover rotomatic machine heads, gold	
GROVER GOLD SINGLE	As above but for a single machine	
ELECTRIC HEADS SET	Mastersound heads tulip or pearl button	
ELECTRIC HEADS SINGLE	As above but for single	
INPUT JACK	Input jack for AP5 and AP4 pickup system	
BATTERY BOX	Battery box to suit AP4 and AP5	
FACEPLATE	Black faceplate to suit AP4, AP5 and APMic systems	

TERMS AND CONDITIONS

1. General

The whole of the Agreement between Maton Pty Ltd ABN 34 004 320 361 ("Maton") and the Applicant referred to in the Credit Application ("Customer") is set out in these Terms and Conditions as amended from time to time and those, if any, which are implied and which cannot be excluded by law ("Terms"). Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) that are contrary to or inconsistent with these Terms shall not apply nor shall they constitute a counter-offer. By receiving delivery and/or supply of all or a portion of the goods and/or materials and/or equipment and/or parts and/or labour and/or services ("Goods"), the Customer shall be deemed to have accepted these Terms and to have agreed that they shall apply to the exclusion of all others. All Goods are charged at the price ruling at the date of invoice and any Goods and Services Tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* ("GST") or other government imposts shall be payable by the Customer.

2. Credit Terms

- 2.1. Payment is due on or prior to thirty (30) days from the date of statement rendered in respect of the supply of the Goods unless otherwise stated in writing by Maton. Maton may charge liquidated damages at a rate equivalent to two percent (2%) in excess of the rate of interest for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983* if payment is not received by the due date.
- 2.2. Any payments received from the Customer on overdue accounts will be applied first to satisfy interest which may have accrued, second to reasonable expenses and legal costs referred to in clause 2.3, and then to principal.
- 2.3. The Customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a solicitor/own client basis) incurred by Maton for enforcement of obligations and recovery of monies due from the Customer to Maton.
- 2.4. A certificate signed by an officer of Maton shall be prima facie evidence of the Customer's liability to Maton at the date of the certificate.

3. Selling in Australia

In order to encourage competition while protecting the reputation of the Maton brand, the Customer may only sell the Goods in accordance with clause 5.3 to any third party that:-

- 3.1. If the third party is an individual, is ordinarily resident in Australia.
- 3.2. If the third party is a body corporate, has its principal place of business in Australia.

4. Delivery and Supply

- 4.1. Any times quoted for delivery and/or supply are estimates only and Maton shall not be liable for failure to deliver/supply or for delay in delivery/supply. The Customer shall not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery/supply or dispatch. Maton reserves the right to stop supply at any time if the Customer fails to comply with the Terms.
- 4.2. The risk of damage, loss or deterioration of any Goods will pass to the Customer upon the earlier of dispatch or from the date of notification by Maton to the Customer that the Goods are available for collection.

5. Property

Until full payment has been made for all Goods, and any other sums in any way outstanding from the Customer to Maton from time to time:-

- 5.1. All sums outstanding become immediately due and payable by the Customer to Maton if the Customer makes default in paying any other sums due to Maton, becomes bankrupt, or commits any act of bankruptcy, compounds with its creditors, has judgment entered against it in any court or, being a company, has a provisional liquidator, liquidator, receiver, receiver manager or administrator appointed, notwithstanding the provisions of any other clause in these Terms.
- 5.2. The property in the Goods shall not pass to the Customer and the Customer shall hold the Goods as Bailee for Maton (returning the same to Maton on request). The Goods shall nevertheless be at the risk of the Customer from the time of dispatch referred to in Clause 5.3 and the Customer must insure the Goods from the time of dispatch referred to in Clause 5.3.
- 5.3. The Customer is only authorised to sell the Goods (or any portion of them) to third parties as the fiduciary agent of Maton provided that there shall be no right to bind Maton to any liability to such third party by contract or otherwise. All payments (direct or indirect) received from such third parties by the Customer for the Goods (or any portion of them) shall be held on trust for Maton pursuant to the fiduciary relationship.
- 5.4. In the event that the Customer incorporates or transforms the Goods (or any portion of them) into any other goods or products produced by the Customer (or a third party), then the Customer must hold a proportion of any payment ("relevant proportion") received by the Customer for such goods or products on trust for Maton. The Customer expressly acknowledges that the relevant proportion shall be equal to the dollar value the portion of the Goods incorporated or transformed and the Customer further acknowledges that any part payment (not exceeding the relevant proportion) received by the Customer for such goods or products is received as payment first of the relevant proportion.
- 5.5. Maton is irrevocably authorised to enter any premises where the Goods are kept, and to use the name of the Customer and to act on its behalf, if necessary, to recover possession of the Goods.

6. Freight

Subject to clause 7.1, Maton shall not be liable for any freight charges.

7. Returns, Cancellations and Claims

- 7.1. The Customer shall not return any Goods to Maton without obtaining prior authorisation from Maton. Unauthorised returns will not be accepted. No returns will be accepted unless a copy of the relevant invoice is enclosed with the returned Goods. A list of the Goods returned including product descriptions, quantity, date of return and the Customer's name and address must also be enclosed. In respect of authorised returns, freight charges from the Customer to Maton are to be borne by the Customer. Freight charges from Maton to the Customer are to be borne by Maton. All Goods must be returned in the original packaging and the Customer shall be responsible for all damage incurred during return shipment. A credit note will be issued by Maton only after Goods returned are either collected by Maton's authorised representative or agent or returned to it by the Customer as set out above. The Customer shall not deduct the amount of any anticipated credit from any payment due to Maton but must await receipt of a credit note.
- 7.2. No cancellations or partial cancellation of an order by the Customer shall be accepted by Maton unless it has first consented in writing to such cancellation or partial cancellation and unless a cancellation charge has been paid which, as determined by Maton, will indemnify Maton against all loss, without limitation. Cancellation will not be accepted on goods that are not regular stock which are in the process of manufacture or ready for shipment.
- 7.3. All complaints, claims, or notification of lost Goods, incomplete Goods, Goods damaged in transit or Goods that do not comply with the Customer's purchase order must be submitted by the Customer to Maton in writing within seven (7) business days of the date of the Customer receiving the Goods. Otherwise, the Customer shall be deemed to have accepted the Goods and shall not refuse to pay for the Goods on the basis that they were lost, incomplete, damaged in transit, or do not comply with the Customer's purchase order.

8. Privacy Act 1988 ("Privacy Act")

To enable Maton to assess the Customer's application for credit, the Customer authorises Maton:-

- 8.1. To obtain from a credit reporting agency a credit report containing personal information about the Customer and its guarantors pursuant to Section 18K(1)(b) of the Privacy Act; and
- 8.2. To obtain a report from a credit reporting agency and other information in relation to the Customer's commercial credit activities

AND in accordance with Section 18N(1)(b) of the Privacy Act the Customer authorises Maton 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 Customer's credit arrangements. The Customer 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 Customer understands the information can be used for the purposes of assessing its application for credit (Section 18L(4) Privacy Act), assisting it to avoid defaulting on its credit obligations, notifying other credit providers of a default by it and assessing its credit worthiness.

9. Notification

The Customer must notify Maton in writing within seven (7) days of:-

- 9.1. Any alteration of the name or ownership of the Customer.
- 9.2. The issue of any legal proceedings against the Customer.
- 9.3. The appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to the Customer.
- 9.4. Any change in the ownership of the business name of the Customer.

The Customer agrees that it shall be liable to Maton for all Goods supplied to the new owner by Maton until notice of any such change is received.

10. Warranties

No warranties except those implied and that cannot be excluded by law are given by Maton in respect of goods or services supplied. Where it is lawful to do so, the liability of Maton for a breach of a condition or warranty is limited to the repair or replacement of the goods, the supply of equivalent goods, the payment of the cost of repairing or replacing the goods or acquiring equivalent goods, the supplying of the services again or the payment of the cost of having the services supplied again, as determined by Maton.

11. Legal Construction

- 11.1 These Terms shall be governed by and interpreted according to the laws of Victoria and Maton and the Customer consents and submits to the jurisdiction of the courts of Victoria.
- 11.2 Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.

12. Equitable Charge

The Customer as beneficial owner and/or registered proprietor now charges in favour of Maton all of the Customer's estate and interest in any real property (including but not limited to the land named or described as the Customer's Business Address in the Credit Application) ("Land") to secure payment of accounts rendered by Maton to the Customer for the delivery and/or supply of the Goods including interest payable on these accounts and costs (including legal costs on a solicitor/client basis) incurred by Maton to prepare and lodge a Caveat against the Land and to remove the Caveat.