



WRIGHT FOREST PRODUCTS

WRIGHT FOREST PRODUCTS PTY LTD
ABN 15 087 525 657
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COMMERCIAL CREDIT APPLICATION

Office Use Only:

1. Attach copies of updated financial statements to this application form
2. Return this complete original document to the Sales Representative
3. Ensure the document is completed in full

Date Opened: _____

To: WRIGHT FOREST PRODUCTS PTY LTD ABN 15 087 525 657 ("the Supplier")

This is a Commercial Credit Application. It comprises the Account Application (Section A), Disclosure of Information (Section B), Security (Section C), Credit Application Signing of Deed (Section D), Deed of Guarantee and Indemnity (Section E), Terms and Conditions (Section F) and Credit Terms (Section G).

SECTION A – ACCOUNT APPLICATION

Name of Customer: _____ ("Customer")

ABN/ACN: _____

Type of business (tick appropriate box): Pty Ltd Company Limited Company Trustee Company Sole Trader Partnership

Trading name (if any): _____

Main Office Details

Sales Contact

Postal Address: _____

Persons name: _____

Delivery Address: _____

Office Phone: _____

Phone: _____

Mobile: _____

Fax: _____

Fax: _____

Store Number: _____

Email: _____

Company Contact Details

Accounts Receivable

General Business Manager: _____

Persons name: _____

Office Phone: _____

Office Phone: _____

Mobile: _____

Mobile: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

PERSONAL DETAILS OF Directors Partners Sole Trader (tick appropriate box)

(If insufficient space, attach sheet with extra details)

1. Surname: _____ Given Names: _____

Residential Address: _____

Telephone No: _____ Date of Birth: _____

Driver's Licence Number: _____ Driver's Licence Expiry Date: _____

Signature: _____ Date: _____

2. Surname: _____ Given Names: _____

Residential Address: _____

Telephone No: _____ Date of Birth: _____

Driver's Licence Number: _____ Driver's Licence Expiry Date: _____

Signature: _____ Date: _____

COMPANY DETAILS

If a company please complete the following:

Company Name: _____

Registered Office Address: _____

ABN: _____ Paid up Capital: _____ Date of Incorporation: _____ State of Incorporation: _____

If a company is a subsidiary then:

Ultimate Holding Company Name: _____ ACN: _____

BUSINESS PREMISES DETAILS

Are the Customer's premises (tick appropriate box): Owned Mortgaged Leased Encumbered Charged

Details of: Mortgagee Lessor Encumberer Chargee

1 Name: _____ Telephone Number: _____

Address: _____

Type of interest: Mortgage Lease Encumbrance Charge

2 Name: _____ Telephone Number: _____

Address: _____

Type of interest: Mortgage Lease Encumbrance Charge

BUSINESS DETAILS

Commencement Date of Business: _____ Annual Turnover: \$ _____

How long has the business been conducted by the present management? _____ Months/Years: _____

Estimated monthly purchase of the Suppliers products: _____ \$ _____

Bank: _____ Branch: _____ Account No: _____

CREDIT PROVIDERS / TRADE REFERENCES

1. Name: _____ Phone: _____

Email: _____

2. Name: _____ Phone: _____

Email: _____

3. Name: _____ Phone: _____

Email: _____

4. Name: _____ Phone: _____

Email: _____

5. Name: _____ Phone: _____

Email: _____

Amount of credit required: \$ _____

SECTION B – DISCLOSURE OF INFORMATION

Note: Only under this heading "Disclosure of Information", "Customer" includes the Customer (as defined in Section A of the Commercial Credit Application), each of its individual directors, partners, proprietors/individuals whose signatures appear below and/or in the credit application signing of deed in Section D.

The Supplier may give information about the Customer to any credit reporting agency to obtain a consumer credit report about the Customer, and/or to allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

This information may include:

- a) the Customer's particulars; including (if the Customer is an individual) the Customer's name, sex, address (including two previous addresses), date of birth, name of employer and driver's licence number;
- b) that the Customer has applied for credit and the amount (where applicable);
- c) payments which are overdue and for which debt collection recovery action has commenced;
- d) that credit provided by the Supplier has been paid or otherwise discharged;
- e) cheques drawn by the Customer which have been dishonoured more than once; and
- f) any other information permitted to be included in a credit information file under the Privacy Act.

The Customer agrees that the Supplier may obtain information about the Customer from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing the Customer's application for credit.

The Customer agrees that the Supplier may exchange information (including a credit report) relating to the Customer's credit worthiness with other credit providers:

- a) to assess an application by the Customer for credit;
- b) to notify other credit providers of a default by the Customer;
- c) to exchange information with other credit providers as to the status of the Customer's credit arrangements where the Customer is in default with other credit providers;
- d) to assess the Customer's credit worthiness; and
- e) to provide a reference to another credit provider or to receive a reference from another credit provider in relation to assessing an application by the Customer for credit.

The Customer acknowledges that the information exchanged can include anything about the Customer's consumer and commercial: credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

The Customer acknowledges that the Supplier may obtain a consumer credit report containing information about the Customer from a credit reporting agency for the purpose of assessing any application made by the Customer for commercial credit from time to time.

The Customer acknowledges that the Supplier may obtain a consumer credit report about the Customer from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by the Customer.

The Customer acknowledges that the Customer may request access to the Customer's personal information held by the Supplier.

If a Guarantee and Indemnity is to be taken as security, the Customer consents to the Supplier providing personal information about the Customer (including financial information) to assist the Guarantor in making an informed decision in relation to providing a Guarantee and Indemnity to the Supplier.

In addition to the persons whose signatures appear in the credit application signing of deed the following person(s) also consent to the disclosure of information.

1. Name of Individual/Partner/Director: _____ Signature: _____
2. Name of Individual/Partner/Director: _____ Signature: _____
3. Name of Individual/Partner/Director: _____ Signature: _____
4. Name of Individual/Partner/Director: _____ Signature: _____
5. Name of Individual/Partner/Director: _____ Signature: _____

SECTION C – SECURITY

In consideration of the Supplier having agreed to sell goods and/or provide credit, the Customer (as defined in Section A) hereby charges in favour of the Supplier all its interest in any land in which the Customer may have or may later acquire any such interest with payment of all monies owing by the Customer to the Supplier and the Customer agrees upon request to execute a registrable instrument transferring to the Supplier the Customer's estate or interest by way of security.

SECTION D – CREDIT APPLICATION SIGNING OF DEED

EXECUTED BY THE CUSTOMER AS A DEED

Note: The witness(es) must not be a Customer or Guarantor nor an agent of them and must be over 18 years of age.

By signing below, the Customer declares and warrants that the information in (Section A) and any attachments are true and correct; agrees to be bound by the terms and conditions, credit terms, disclosure of information and security as provided for in this application.

Individual

Signed Sealed and Delivered by the Customer in the presence of the witness below

Signature of Customer

Name of Customer (print)

Signature of witness

Name of witness (print)

Company

Executed by the Customer in accordance with section 127(1) of the Corporations Act 2001

Signature of director

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

Two (2) directors or a director and a company secretary of the Company must sign above.

Partnership

Signed Sealed and Delivered for and on behalf of the Customer by the authorised partner(s) in the presence of the witness below

Signature of authorised partner(s)

Names of authorised partner(s) (print)

Signature of witness

Name of witness (print)

Company (Sole director/sole company secretary)

Executed by the Customer in accordance with section 127(1) of the Corporations Act 2001

Signature of sole director and sole company secretary

Name of sole director and sole company secretary (print)

By signing above, the sole director and sole company secretary states that he or she is the sole director and the sole company secretary of the Company.

Dated this _____ day of _____ 20_____

SECTION E – DEED OF GUARANTEE AND INDEMNITY

To: **WRIGHT FOREST PRODUCTS PTY LTD ABN 15 087 525 657 (“the Supplier”)**

In consideration of the Supplier having agreed at the request of the persons named as guarantors in this guarantee and indemnity (together called the **Guarantor**) to supply and/or continue to supply the Customer (as defined in Section A of the Commercial Credit Application) (“Customer”) with goods and/or provide credit, the Guarantor covenants and agrees with the Supplier as follows:

1. The Guarantor unconditionally guarantees to the Supplier the due and punctual payment of the Guaranteed Money and for all goods supplied by the Supplier to the Customer.
2. The Guarantor agrees that the Guarantor’s obligations under this guarantee and indemnity are unconditional irrespective of any other matter.
3. (a) The Guarantor unconditionally indemnifies the Supplier against any loss the Supplier suffers because:
 - (i) the liability to pay any sum the payment of which is guaranteed under this guarantee and indemnity is unenforceable in whole or part as a result of lack of capacity, power or authority or improper exercise of power of authority;
 - (ii) a liquidation or insolvency event occurs in respect of the Customer; or
 - (iii) the Guaranteed Money is not or has never been recoverable from the Guarantor or from the Customer because of any other circumstance whatsoever including, without limitation, any transaction relating to the Guaranteed Money being void, voidable or unenforceable and whether or not the Supplier knew or should have known anything about that transaction.(b) The Guarantor as principal debtor agrees to pay to the Supplier on demand a sum equal to the amount of any loss described in clause 3(a).
4. This guarantee and indemnity is an irrevocable and continuing guarantee and indemnity which will not be discharged except by complete performance of all the Customer’s obligations to the Supplier.
5. The Guarantor agrees to pay and indemnify the Supplier against all stamp duty (if any) in respect of this guarantee and indemnity.
6. The Supplier can at any time at its absolute discretion and without giving any notice to the Guarantor refuse further credit or supply of goods to the Customer.
7. The Supplier may assign the whole or any part of the benefit of this guarantee and indemnity, whether by way of security or otherwise.
8. If a claim is made that all or part of a payment, obligation, settlement, transaction, conveyance or transfer in connection with the Guaranteed Money is void or voidable under a law relating to insolvency or the protection of creditors or for any other reason and the claim is upheld, conceded or compromised, then the Supplier is entitled immediately as against the Guarantor to the rights in respect of the Guaranteed Money to which it would have been entitled if all or part of that payment, obligation, settlement, transaction, conveyance or transfer had not taken place.
9. As long as the Guaranteed Money remains unpaid, the Guarantor may not, without the consent of the Supplier:
 - (a) in reduction of the Guarantor’s liability under this guarantee and indemnity, raise a defence, set-off or counterclaim otherwise available to the Guarantor, the Customer or a co-surety or co-indemnifier against the Supplier or claim a set-off or make a counterclaim against the Supplier.
 - (b) make a claim or enforce a right against the Supplier and/or against its estate or property;
 - (c) prove in competition with the Supplier if a liquidation or insolvency event occurs in respect of the Customer whether in respect of an amount paid by the Guarantor under this guarantee and indemnity, in respect of other amount (including the proceeds of realisation of any security) applied in reduction of the Guarantor’s liability under this guarantee and indemnity, or otherwise; or
 - (d) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee or a share in it now or subsequently held for the Guaranteed Money or other money payable under this guarantee and indemnity.
10. This guarantee and indemnity will be construed and have effect in accordance with the laws of the State of Victoria and the Guarantor agrees to submit to the exclusive jurisdiction of the courts of that State.
11. The Guarantor will pay to the Supplier all costs and expenses (including stamp duty) incurred by the Supplier including, without limiting the generality of the foregoing, legal costs on an indemnity basis relating to the enforcement of this guarantee and indemnity.
12. The Guarantor hereby charges to the Supplier all its estate and interest in any land in which the Guarantor now has any legal or beneficial interest, or in which the Guarantor may later acquire any such interest by way of security with payment of all monies owing under this guarantee and indemnity.
13. In order to further secure payment of all monies which the Guarantor may become liable to pay the Supplier, the Guarantor charges all of the Guarantor’s personal property both presently owned by the Guarantor and that which the Guarantor may hereafter acquire. The Guarantor further agrees that immediately upon demand being made upon the Guarantor by the Supplier, the Guarantor shall deliver to the Supplier such a bill or instrument of encumbrance in registrable form as the Supplier may require to be executed by the Guarantor. In the event that the Guarantor should neglect or fail to deliver the requested instrument or security, the Guarantor hereby appoints the Supplier to be the Guarantor’s lawful attorney for the purpose of executing and registering such instruments. The charge referred to herein constitutes a security interest (as defined in section 12 of the Personal Property Securities Act 2009 (“the Act”)) insofar as it relates to the Guarantors personal property, which may be registered by the Supplier on the register as defined in section 10 of the Act. Pursuant to section 275(6) of the Act, the Guarantor agrees it will not disclose to an interested person any of the matters described in section 275 (1) of the Act without prior approval of the Supplier. To the extent permitted by law, the Guarantor waives its rights to receive any notification under section 115(1)(a)-(r) inclusive of the Act.
14. The Supplier may give information about the Guarantor to any credit reporting agency to obtain a consumer credit report about the Guarantor, and/or to allow the credit reporting agency to create or maintain a credit information file containing information about the Guarantor. The Guarantor acknowledges and agrees that this form constitutes notice of disclosure of the Customer’s /Guarantors credit information to a credit reporting agency as required under the Privacy Act 1988. This information (which may be given before, during or after the provision of the guarantee) may include:

- (a) the Guarantor's identity particulars;
- (b) the Supplier having sought a credit report in connection with the Guarantor having offered to act as a Guarantor in respect of credit applied for by, or provided to, the Customer;
- (c) the Guarantor's liability to make payments which have been notified to the Guarantor and which are overdue and or for which debt collection recovery action has commenced;
- (d) that credit provided by the Supplier has been paid or otherwise discharged;
- (e) cheques drawn by the Guarantor which have been dishonoured more than once; and
- (f) any other information permitted to be included in a credit information file under the Privacy Act.

The Guarantor agrees that the Supplier may obtain from a credit reporting agency a consumer credit report containing information about the Guarantor for the purpose of assessing whether to accept the Guarantor as a Guarantor for credit applied for by, or provided to, the Customer. The Guarantor agrees that the Supplier may obtain information about the Guarantor from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing the credit worthiness of the Guarantor.

The Guarantor agrees that the Supplier may exchange information (including a credit report) relating to the Guarantor's creditworthiness with other credit providers:

- (a) to assess an application by the Guarantor for credit;
- (b) to notify other credit providers of a default by the Guarantor;
- (c) to exchange information with other credit providers as to the status of this Guarantee where the Guarantor is in default with other credit providers;
- (d) to assess the Guarantor's creditworthiness; and
- (e) to provide a reference to another credit provider or to receive a reference from another credit provider in relation to assessing an application by the Guarantor for credit. The Guarantor understands that the information exchanged can include anything about the Guarantor's commercial and consumer: credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

The Guarantor agrees that the Supplier may obtain a consumer credit report containing information about the Guarantor from a credit reporting agency for the purpose of assessing any Guarantee made by the Guarantor from time to time.

The Guarantor agrees that the Supplier may obtain a consumer credit report about the Customer and Guarantor from a credit reporting agency for the purpose of collecting overdue payments relating to the Guarantee.

The Guarantor is aware that the Guarantor may request access to the Guarantors personal information held by the supplier.

15. In this guarantee and indemnity, unless the contrary intention appears:

- (a) words denoting the singular includes the plural and vice versa;
- (b) a reference to "Guaranteed Money" means all moneys which are will or may at anytime be owing to the Supplier by the Customer;
- (c) a reference to "Company", "Supplier", "Guarantor" and "Customer" includes their executors, administrators, successors and permitted assigns as the case requires;
- (d) where there is more than one Guarantor, the liability and obligations of the guarantors are joint and several;
- (e) a reference to "insolvency event" includes but is not limited to an application being made to wind up the Customer or a meeting is convened for the purpose of considering a resolution for winding up or becomes bankrupt or enters into any arrangement or composition with its creditors, makes or offers to make any arrangement or composition with its creditors or if a resolution is passed to place the company into external administration (including the appointment of a controller, administrator, receiver or liquidator).

Independent Legal Advice:

The Guarantor acknowledges and warrants that the Guarantor has executed this guarantee and indemnity voluntarily, has read it and understood its true nature and effect (including clause 6 of the Credit Terms) and is aware of its rights to obtain independent legal and/or financial advice.

EXECUTED AS A DEED

Note: Each witness must be over 18 years of age who is not themselves a guarantor.

_____	_____
(Signed Sealed and Delivered by the Guarantor) <i>(Signature)</i>	(In the presence of Witness) <i>(Signature)</i>
_____	_____
(Full name of Guarantor) <i>(Please print Name)</i>	(Full name of Witness) <i>(Please print Name)</i>

_____	_____
(Signed Sealed and Delivered by the Guarantor) <i>(Signature)</i>	(In the presence of Witness) <i>(Signature)</i>
_____	_____
(Full name of Guarantor) <i>(Please print Name)</i>	(Full name of Witness) <i>(Please print Name)</i>

_____	_____
(Signed Sealed and Delivered by the Guarantor) <i>(Signature)</i>	(In the presence of Witness) <i>(Signature)</i>
_____	_____
(Full name of Guarantor) <i>(Please print Name)</i>	(Full name of Witness) <i>(Please print Name)</i>

_____	_____
(Signed Sealed and Delivered by the Guarantor) <i>(Signature)</i>	(In the presence of Witness) <i>(Signature)</i>
_____	_____
(Full name of Guarantor) <i>(Please print Name)</i>	(Full name of Witness) <i>(Please print Name)</i>

Dated this _____ day of _____ 20_____

SECTION F – TERMS AND CONDITIONS

Any goods supplied to the Customer (as defined in Section A of the Commercial Credit Application) (“Customer”) by the Supplier are supplied on the following terms and conditions:

1. The granting of credit to the Customer is at the absolute discretion of the Supplier, who may vary the terms of credit without further notice.
2. Delivery dates or times agreed to by the Supplier, are to be taken as estimates only. The Supplier will not be liable in any way for a delay in delivery. If there is a delay in delivery, the Supplier has the right to extend the time for delivery accordingly. If expedited or postponed delivery is requested by the Customer, then the Customer must pay any additional costs incurred by the Supplier as a result including, but not limited to, storage and insurance costs. Where goods are delivered to the Customer in instalments, the Customer must pay the invoice price for each instalment within the Suppliers’ credit terms, even if non-delivery or delay in delivery of any other instalment has occurred.
3. Delivery will be at an address as nominated by the Customer in writing and the cost of transportation of the goods must be paid by the Customer.
4. If delivery of goods is refused by the Customer or anyone on its behalf, the Customer must pay to the Supplier:
 - a. the invoice price of the goods together with interest on that amount at the overdraft rate on business accounts charged by Supplier’s bank on similar amounts from the date of refusal until payment of the invoice price; and
 - b. any additional costs incurred by the Supplier including, but not limited to, carriage, storage and insurance costs incurred by the Supplier in relation to those goods.
5. If the Customer or anyone on its behalf cancels an order for goods prior to delivery, the Customer must pay to the Supplier as a liquidated and ascertained debt the cost (if any) to the Supplier, including but not limited to overheads and administrative costs, of producing the goods or partly producing the goods up to that time.
6. Title in the goods supplied by the Supplier to the Customer does not pass to the Customer until the goods and all other goods supplied by the Supplier to the Customer have been paid for in full. Until title in the goods passes to the Customer:
 - a. the Customer must at its expense store the goods in such a manner as to clearly show that they are the property of the Supplier;
 - b. the Customer irrevocably grants to the Supplier, its agents and servants, an unrestricted right and licence, without notice, to enter the premises occupied by the Customer to identify and remove any of the goods which are the property of the Supplier at its option without in anyway being liable to the Customer or any persons claiming through him. The Supplier has the right to sell or dispose of any goods so removed or otherwise in its sole discretion and will not be responsible for any loss caused by it; and
 - c. Where the Supplier’s goods are held by the Customer, the Customer agrees with the Supplier to keep the goods:
 - i) as fiduciary for the Supplier; and
 - ii) stored in a manner which clearly identifies the goods and shows the Supplier’s ownership.
7. Notwithstanding clauses 6 (a) to (c), the Customer may, as the Supplier’s fiduciary:
 - a. sell and deliver the goods to a third party in the ordinary course of the Customer’s business PROVIDED THAT:
 - i) where the Customer is paid in respect of the goods so delivered, the Customer must, as the Supplier’s fiduciary, keep any such proceeds in a separate account and account to the Supplier in respect of those proceeds; and
 - ii) where the Customer has not been paid in respect of the goods by the third party, the Customer acknowledges that the debt due by the third party is held by the Customer on behalf of the Supplier and must, be assigned in writing to the Supplier upon demand; or
 - b. incorporate the goods into another product of the Customer before payment in full has been made for the goods PROVIDED THAT the title and property in the resulting product becomes and remains the property of the Supplier until payment in full of all accounts by the Customer to the Supplier.
8. The goods are at the Customer’s risk immediately on delivery to, or receipt by the Customer or into the Customer’s custody, including but not limited to loading the goods onto the Customers nominated carrier (whichever is the earlier). The Customer must insure the goods at its cost from delivery or receipt of the goods until they are paid for in full against all usual risk. The policy of insurance must note the interest of the Supplier on the policy and produce a certificate to this effect to the Supplier upon written request.
9. The Customer acknowledges that goods supplied by the Supplier are resold by the Customer in the same order as the goods are supplied by the Supplier.
10. If the Customer fails to pay any amount due to the Supplier or if in the Supplier’s opinion there is any matter likely to prejudice the trading ability or asset position of the Customer, then in addition to any other rights it may have, the Supplier can:
 - a. withhold delivery on any further goods ordered by the Customer but not yet delivered;
 - b. cancel the Customer’s credit account; and/or
 - c. claim interest on all amounts then due to the Supplier at the business overdraft rate then charged by the Supplier’s bank on similar amounts from date each amount was payable to the date of payment.
11. If a cheque tendered by or on behalf of the Customer in payment of any invoice is not honoured upon presentation, the Customer will pay to the Supplier the sum of \$25.00 in respect of each presentation, which the Supplier can debit to the Customer’s account.
12. These terms and conditions do not exclude or limit the application of any laws, (including the *Competition and Consumer Act 2010*) where to do so would contravene those laws or cause any part of these terms and conditions to be void. To the extent permitted by law, these terms and conditions exclude all implied conditions and warranties except any implied condition or warranty, the exclusion of which would contravene any laws or cause this condition to be void (“non-excludable condition”). If the Supplier is providing a service, the Suppliers liability for a breach of a non- excludable condition is limited at the Suppliers option to supplying the service again or the cost of supplying the service again. If the Supplier is supplying goods, the Suppliers breach for a non-excludable condition is limited, at the Suppliers option, to the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired. To the extent permitted by law, the Supplier excludes any liability to the Customer or any other person for any loss or damage consequential or otherwise and not limited to any loss of profits arising out of or in connection with the provision of the goods or services provided.
13. Prices for supplies made by the Supplier will include GST where applicable and the GST incurred in the price will be separately identified on the relevant invoice. In the event that GST is payable upon a supply and the price did not include that GST amount, the Customer must indemnify the Supplier for any loss that may result.

14. The Customer must inspect all goods upon delivery and within 72 hours of delivery notify the Supplier in writing of any matters which the Customer alleges that the goods are not in accordance with the Customer's order. Failing such notice and, to the extent permitted by law, the goods will be deemed to have been accepted by the Customer.
15. Where the Supplier receives written notice pursuant to clause 14 and the Supplier is satisfied that the goods are not in accordance with the Customer's order, subject to the application of any Act or law, the Customer will receive a credit for the goods provided they are returned to the Supplier in a saleable condition, in addition to any other rights or remedies available to the Customer.
16. A statement in writing setting out the amount due or owing by the Customer to the Supplier as at the date mentioned in the statement will be conclusive evidence that such amount is due or owing by the Customer and of all other matters set forth in the statement.
17. The Customer agrees and undertakes to do anything the Supplier requires (such as obtaining consents and signing and producing documents) in connection with the registration of this document or any other document on any register established pursuant to the *Personal Property Securities Act 2009* (Cth) ("the Act"), including but not limited to registering a financing statement or financing change statement. In the event the Customer neglects or fails to deliver such document(s), the Customer hereby appoints the Supplier to be the Customer's lawful attorney for the purpose of executing and registering such document(s). The Customer will not create or permit to be created any security interest in the collateral referred to in clause 18(a) (other than that created under these terms and conditions). The Customer will ensure the Supplier has a perfected security interest in the collateral granted under these terms and conditions.
18. The Customer agrees and acknowledges that:
 - a. These terms and conditions constitute a security agreement for the purposes of the Act and that a security interest exists in all goods previously supplied by the Supplier to the Customer and their proceeds (if any); in all future goods that may be supplied by the Supplier (and their proceeds) and in all products into which the goods are incorporated, processed or comingled (and their proceeds);
 - b. Where the Customer is paid in respect of the goods so delivered, the Customer must, as the Supplier's fiduciary, keep any such proceeds in a separate account and account to the Supplier in respect of those proceeds;
 - c. To the extent permitted by law the Customer contracts out of and waives its rights under the following provisions of the Act:
 - i) to receive a notice of intention of removal of accession (section 95);
 - ii) to receive a notice that the Supplier decides to enforce its security interest in accordance with land law (section 118);
 - iii) to receive notice on enforcement of security interests in liquid assets (section 120);
 - iv) to receive a notice on enforcement action against liquid assets (section 121(4));
 - v) to receive a notice to seize collateral (section 123);
 - vi) to receive a notice of disposal of goods by the Supplier purchasing the goods (section 129);
 - vii) to receive a notice to dispose of goods (section 130);
 - viii) to receive a statement of account following disposal of goods (section 132(2));
 - ix) to receive a statement of account if no disposal of goods for each 6 month period (section 132(4));
 - x) to receive notice for the Supplier to retain goods (section 134(2));
 - xi) to receive notice of any proposal of the Supplier to retain goods (section 135(2));
 - xii) to object to any proposal of the Supplier to either retain or dispose of goods (section 137(2));
 - xiii) to redeem the goods (section 142);
 - xiv) to reinstate the security agreement (section 143); and
 - xv) to receive a notice of any verification statement (see section 157(1) and section 157(3)).
 - d. Where the Supplier has rights in addition to those under the Act, those rights will continue to apply.
 - e. To the extent permitted by law until ownership of the goods passes, the Customer must not give the Supplier a written demand or allow any other person to give the Supplier a written demand requiring the Supplier to register a financing change statement under the Act or enter into or allow any other person to enter into the register of personal property securities a financing change statement under the Act.
 - f. It has received value as at the date of first delivery of the goods and has not agreed to postpone the time for attachment of the security interest (as defined in the Act) granted to the Supplier under these terms and conditions.
 - g. To the extent permitted by law the Customer irrevocably grants to the Supplier the right to enter upon the Customer's property or premises, without notice, and without being in any way liable to the Customer or to any third party, if the Supplier has cause to exercise any of the Supplier's rights under sections 123 and/or 128 of the Act, and the Customer agrees to indemnify the Supplier from any claims made by any third party as a result of the Supplier exercising such right.
 - h. To the extent permitted by law pursuant to section 275(6) of the Act, the Customer agrees it will not disclose to an interested person any of the matters described in section 275(1) of the Act without prior approval of the Supplier.
 - i. If the Customer defaults in the performance of any obligation owed to the Supplier, the Supplier may enforce its security interest in any goods by exercising all or any of its right under these Terms and Conditions, or the Act.
19. In consideration of the Supplier having agreed to sell goods and extend credit, the Customer hereby charges in favour of the Supplier all its interest in any land and in any other property which the Customer may have or may later acquire with payment of all monies owing by the Customer to the Supplier and the Customer agrees upon request to execute a registrable instrument transferring to the Supplier the Customer's estate or interest by way of security.
20. These terms and conditions and any further terms will be construed and have effect in accordance with the laws of the State of Victoria and the Customer agrees to submit to the jurisdiction of the courts of that State.
21. The Customer will pay and indemnify the Supplier as against any stamp duty. In addition, the Customer will pay to the Supplier all costs and expenses incurred by the Supplier including, without limiting the generality of the foregoing, legal costs on an indemnity basis relating to the enforcement of these terms and conditions and such costs and expenses shall be paid by the Customer upon the written demand by the Supplier to the Customer.
22. These terms bind the Customer both personally and as trustee of any trusts of which the Customer is a trustee.

SECTION G – CREDIT TERMS

These credit terms apply to the provision of credit by the Supplier in connection with goods supplied by the Supplier to the Customer (as defined in Section A of the Commercial Credit Application) (“Customer”):

1. Purpose for which credit is available

Credit (if approved) will be made available to the Customer for the purpose of the purchase of goods by the Customer from the Supplier subject to the terms and conditions.

2. Terms and Conditions governing a supply of goods

2.1 The Customer may order goods from the Supplier either in writing, by telephone, by electronic means or by such other method as the parties may agree from time to time. The Customer must at the time of placing an order with the Supplier provide a purchase order unless otherwise agreed with the Supplier.

2.2 An order for goods constitutes an offer to purchase the goods by the Customer subject to the Sales Conditions. Each order must nominate a delivery point for the goods.

2.3 The Supplier may at its absolute discretion decline any order either in whole or in part.

2.4 The Supplier may from time to time at its absolute discretion vary the terms and conditions of sale.

2.5 The price of goods comprised in an order is to be calculated by reference to the Supplier’s current price list and such other terms as may be agreed by the Customer and the Supplier from time to time. The Customer must ensure that they are in possession of the current price list for the Supplier’s goods.

2.6 Acceptance of an order by the Supplier takes effect on delivery (and not before) by the Supplier of the subject goods to the delivery point nominated in the order. Upon delivery an agreement for the supply of goods comes into existence between the Supplier and the Customer.

2.7 On or after delivery of the goods, the Supplier may provide an invoice to the Customer which may reproduce the Sales Conditions for the information of the Customer.

2.8 The Supplier does not undertake to deliver the goods comprised in an order on any particular date or at any particular time notwithstanding a request by the Customer contained in the order for the goods or elsewhere.

3. Credit Term

The Customer must pay the Supplier for the goods supplied. Invoices submitted by the Supplier to the Customer must be paid within the time period as stipulated on the invoice, and if no time period is stipulated, then payment must be made within 25 days from the end of month of the invoice.

4. Credit Limits

Credit limits are as approved by the Supplier at its absolute discretion and notified to the Customer pursuant to the Customer’s application provided that the Supplier may vary the credit limits at any time.

5. Credit Variation

The Supplier may, at its absolute discretion, vary these credit terms (including the withdrawal of credit) at any time without notice to the Customer.

6. Credit Reports - Privacy Act Notice and Consent

The Customer (and each of its individual directors, partners or proprietors) and each person signing as guarantor of the Customer’s obligations under this credit application (“Guarantor”) acknowledges and agrees that the Supplier and any related bodies corporate:

(a) may give certain information about them to related bodies corporate of the supplier, a credit reporting agency, other credit providers, collecting agencies or legal firms (some being located in foreign countries) in order to obtain a credit report about them or to recover money which is due and payable from them. The information which may be given is covered by s18E(1) of the Privacy Act 1988 (Cth) (the “Act”) and may include, as relevant, identity particulars and the fact that the Customer has applied for credit or the Guarantor has offered to act as guarantor; and

(b) may, in assessing whether to grant the Customer’s credit application or whether to accept the Guarantor as a guarantor, seek and obtain information about them from a credit reporting agency or another credit provider and may give information about them to another credit provider. The information may include anything about credit worthiness, history, standing or capacity (including information about commercial credit) which credit providers are permitted by the Act to obtain or receive.

7. Acceleration

If any amount due and payable by the Customer:

- (a) under the terms and conditions or credit terms; or
- (b) to any related body corporate of the Supplier.

is not paid on time, all amounts actually or contingently owing under the terms and conditions and credit terms, whether or not due and payable, become immediately due and payable.

8. Breach

If the Customer:

- (a) breaches the credit terms or terms and conditions of sale;
- (b) makes any false representation (whether by act or omission) in respect of the Customer’s application for credit, including any false representation (whether by act or omission) in relation to the Customer’s financial position, then, without limiting any other rights of the Supplier, the Supplier may:
 - (i) terminate the credit terms; and/or
 - (ii) refuse to supply any goods to the Customer

9. Other Documentation

The Customer expressly agrees and acknowledges that it is a condition of the Supplier approving the Customer’s application for credit that any supply of goods by the Supplier is subject only to the terms and conditions. Under no circumstances may the Customer introduce or attempt to introduce contractual terms governing such supply which are inconsistent with the terms and conditions unless the Supplier expressly agrees to in writing.

10. Agreement

The Customer has read and agrees to the terms and conditions and credit terms and warrants that all information provided by the Customer to the Supplier is true, complete and correct. The Customer requests the Supplier to accept this credit application and upon acceptance by the Supplier the Customer agrees to be bound by these credit terms and the terms and conditions.

11. Governing Law

The Supplier and the Customer agree that this agreement and any further agreement for the supply of goods by the Supplier to the Customer will be construed and have effect in accordance with the laws of the State of Victoria and the Customer agrees to submit to the jurisdiction of the courts of that State.

12. Waiver

The non-exercise by the Supplier of or delay by the Supplier in exercising any power or right does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the Supplier.

(Office Use Only)

Approved Credit Agency Check Completed Yes No

Trade Reference Completed Yes No

Customer's Bank Contacted and Check Completed Yes No

Customer financial details checked Yes No

Approved Credit Limit: \$ _____ Credit Term: _____ days

Any variation to standard terms: _____

Reason if application declined: _____

Signed for and on behalf of the Supplier by its authorised representative
(Signature): _____

Name of Representative: _____

Date: _____