



CREDIT APPLICATION

(This information will be treated as CONFIDENTIAL)

(Please type or use BLOCK letters)

This is an application for credit to be provided by "the Company" in conjunction with such supplies of goods by "the Company" as "the Company" may from time to time approve, subject to the terms and conditions which regulate such supply ("Terms & Conditions of Sale"). This application for credit must be completed in full in order for the application to be considered.

Section 1 – Customer Details ("The Customer")

Type of Business: Registered Company Partnership Government Trust Club/Charity
 (PLEASE TICK) Sole Trader Other _____

Registered Name: _____ ("Customer")

Date of Incorporation: _____ State of Incorporation: _____

A.C.N _____ A.B.N _____

Trading Name: _____

Postal Address: _____

Postcode: _____

Trading Address: _____

Postcode: _____

Telephone No: _____ Fax No: _____

Mobile Phone No: _____ Email: _____

Bank: _____ Branch: _____

Account Name: _____ BSB: _____ Account No: _____

Estimated Weekly Purchases (\$) _____ Credit Limit (\$) _____

Please select your preferred delivery days:

Monday	Tuesday	Wednesday	Thursday	Friday

Section 2 – Details of Directors / Partners / Proprietors of the Customer

Details of: (Tick appropriate box): Directors Partners Proprietors

1. Surname: _____ Given Names: _____

Residential Address: _____ State _____ Postcode _____

Telephone No: _____ Date of Birth: ___/___/___ Drivers Licence No: _____

Telephone No.: _____ Date of Birth: ___/___/___ Drivers Licence No: _____

2. Surname: _____ Given Names: _____

Residential Address: _____ State _____ Postcode _____

Telephone No: _____ Date of Birth: ___/___/___ Drivers Licence No: _____

Telephone No.: _____ Date of Birth: ___/___/___ Drivers Licence No: _____



3. Surname: _____ Given Names: _____
Residential Address: _____ State _____ Postcode _____
Telephone No: _____ Date of Birth: ___/___/___ Drivers Licence No: _____
Telephone No.: _____ Date of Birth: ___/___/___ Drivers Licence No: _____

4. Surname: _____ Given Names: _____
Residential Address: _____ State _____ Postcode _____
Telephone No: _____ Date of Birth: ___/___/___ Drivers Licence No: _____
Telephone No.: _____ Date of Birth: ___/___/___ Drivers Licence No: _____

Note: If there are more than (4) parties (as specified above), please provide details on an attachment to form part of this Application.

Have you or any of your directors / partners / proprietors ever been registered under any part of the Bankruptcy Act, been under any special financial arrangements or had legal proceedings commenced against you for payment of debts?
 Yes (attach full details to this Application) No

Section 3 – Trade References (Major Suppliers)

1. Supplier Name: _____ Contact Name: _____
Years of Trading: _____ Types of Goods Purchased: _____
Telephone No.: _____ Fax No.: _____

2. Supplier Name: _____ Contact Name: _____
Years of Trading: _____ Types of Goods Purchased: _____
Telephone No.: _____ Fax No.: _____

3. Supplier Name: _____ Contact Name: _____
Years of Trading: _____ Types of Goods Purchased: _____
Telephone No.: _____ Fax No.: _____

Section 4 – Your Business’ Financial Details

Estimated Current Financial Year Turnover \$ _____
Previous Financial Year Turnover \$ _____
Estimated Value of Current Assests \$ _____
Estimated Current Liabilities \$ _____
If any Registered Encumbrances/Charges, give details _____
Are Suppliers’ Goods in Your Possession covered by insurance?
 Yes No Name of Insurer _____
Number of Employees: Permanent _____ Casual _____ Temporary Staff _____
Your Current Business Account’s Name _____
Telephone: _____

Section 5 – Declaration

I/We expressly represent to “the Company” that I am/we are authorised to sign this Application for an account on behalf of “the Customer”. I/We declare that the information in this Application is true and correct to the best of my/our knowledge. “The Customer” acknowledges that the Terms and Conditions (which include a retention of title provision) overleaf govern the account. “The Customer” acknowledges that first use by “the Customer” of the account will constitute its acceptance of and agreement to those Terms and Conditions. I/We declare that this account is wholly for business purposes.

I/We have read and agree to the collection, uses and disclosures of information about me/us, “the Customer” and other persons, as set out in the Terms and Conditions that appear on the reverse of this Application.

Name in Block Letters: _____ Position: _____

Signature: _____ Date: _____

Section 6 – Guarantee, Indemnity and Charge

Please Note: This “Indemnity” must be signed by all directors of the company or all partners of the partnership in order for this application to be processed.

I/We, the undersigned, hereby acknowledge and agree that:

1. the Company has entered into this Agreement with the Customer and acknowledge that the Company has done so on the terms and conditions as stated in herein at our (Guarantors) request. I/we hereby make the following undertakings for ourselves and for our respective assigns, heirs, executors and administrators jointly and severally.
2. If at any time the Customer:
 - a. Is late in making any payment to the Company in accordance with this Agreement; and/or
 - b. fails to observe and perform any other of the Customer's obligations in any term or condition of this Agreement.
3. I/we will:
 - a. immediately and unconditionally on demand from the Company, pay the Company any monies that are due and payable by the Customer (including, where applicable, any interest and any GST) and perform each and every obligation of this Agreement as if we were a party to it; and
 - b. keep the Company fully indemnified against the loss of all monies payable under this Agreement, and against all losses, costs and expenses that the Company may incur or suffer as a result of any default by the Lender.
4. This guarantee and indemnity created by this Clause is a continuing one. It remains in full force and effect until legally discharged, and will not be released *inter alia* by any of the following:
 - a. termination of this Agreement by any party;
 - b. any delay in enforcing rights against the Customer;
 - c. any variation made to this Agreement, including any variation which increases the liability of the Customer;
 - d. the Customer being insolvent, being declared bankrupt, entering into a scheme of arrangement or composition or having a controller, administrator or liquidator appointed or being wound up; or
 - e. any part of this guarantee and indemnity, or the whole of it, being void, voidable or unenforceable.
5. This guarantee and indemnity binds each of the below mentioned jointly and severally and further that the below mentioned guarantors must not seek to recover any money from the Customer until the Company has been paid in full for all money owing in relation to this Agreement.
6. I/We jointly and severally, indemnify “the Company” unconditionally and agree to hold “the Company” harmless from and against all loss (including all of “the Company’s” reasonable legal costs and expenses) or liability howsoever arising, whether direct or indirect, in respect of this Application/Agreement including but not limited to any breach by “the Customer” of its obligations under this Application/Agreement or misrepresentation or improper acts or omissions by “the Customer” relating to “the Company”, “the Company’s” products and services or this Application or arising out of any claim, demand, suit, action or proceeding by a third party against “the Company”.
7. I/We understand that “the Company” requires payment of me/us personally which is separate from “the Customer’s” liability and I/We accept such responsibility freely. I/We hereby (‘Chargors’) hereby independently of each other separately charge in favour of the Company the right to title and interest which I/we now have or at any time hereafter may have in any and all property (real, personal, freehold and/or leasehold), assets, rights and/or choses in action. Without in any way limiting the rights granted to the Company by such charge aforesaid, I/we specifically authorise the Company pursuant to such a charge to lodge a caveat or other

document under the Transfer of Land Act 1958 (Vic), or other superseding or similar legislation (as may be applicable to the given State in which the property is situate).

8. I/We irrevocably appoint "the Company" my/our attorney for the purpose of doing either in its own name or in its capacity as attorney all such acts, matters and things as "the Company" from time to time considers necessary or expedient for the purpose of effecting all the powers and authorities contained herein.
9. I/We understand that I/We are personally liable for not only the debt or interest but also for all "the Company's" expenses including, for example, its legal costs on a full indemnity basis (at the normal rate paid by "the Company").

Print Name of Guarantor	Signature of Guarantor	Date

Print Name of Witness	Signature of Witness	Date

Print Name of Guarantor	Signature of Guarantor	Date

Print Name of Witness	Signature of Witness	Date

TERMS & CONDITIONS

These are the terms and conditions on which “the Company” (“we” or “us” or “our”) is willing to trade with you (the Customer). These terms and conditions apply to each purchase order you place with us prior and after the date of this Agreement.

You acknowledge and agree that these terms and conditions form the integral part of the agreement for the provisions of goods/services to you.

1. Price & Description

The price and description of the product you may purchase from us pursuant to this Agreement (“**Product**”) is described in our price list. All prices are expressed in Australian dollars and unless otherwise stated, is expressed as GST exclusive.

We may change the price list at any time without prior notice.

Any description of our Product is given by way of identification only and the use of that description does not constitute a sale by description.

Any Tax Invoice issued must be paid within fourteen (14) days from the date of issue of the invoice, unless otherwise expressly stated on the tax invoice for the Product.

All Tax Invoices must be paid in full without set off or deduction.

2. Account Limit

You acknowledge and agree that:

1. Subject to the other provisions of these Terms and Conditions, ordinarily, we will continue to supply you with Products;
2. You acknowledge that your account ‘Credit Limit’ is indicative only and:
 - a. Does not obligate us to provide that amount of Products on credit to you; and
 - b. Does not limit your liability to us in the event the debt you owe to us for Products supplied exceeds the amount specified as your account Credit Limit; and
 - c. That we will suspend the supply of Products to you in the event your Credit Limit is met or exceeded.
3. We may require you to renew your references/reports from time to time which must be provided forthwith;
4. We may request additional information if you apply to increase your account limit or if we should so determine is necessary at any time, which you must provide forthwith;
5. Information you may be required to produce to us on request includes, but is not limited to, evidence that you have been incorporated for at least 12 months, ASIC Organisation Extracts, Credit Reports, copy of your audited Financial Statements, Tax Returns, BAS Statements, ATO Tax Portal Information and other financial information (which must not be more than 12 months old), copies of any order, judgement or proof of payment of any debt, or any document proving ownership of assets of and proof of liability of any party to this Agreement.
6. You acknowledge that:
 - a. In no circumstances are we obliged to accept any application for an increase in the limit; or
 - b. We may reduce your limit and suspend the provision of Products without notice and without cause; and
7. If any account is not settled within our trading terms, you agree that, in addition to any other right we may have, we may suspend all sales and delivery of our product to you or close your account with us.
8. You acknowledge that we may decline your application to purchase our products if we are advised by our insurers that they will not grant us appropriate cover in relation to you
9. You acknowledge that you are responsible for any and all products ordered by you, your servants, agents or employees whether that order was made with or without your authorisation or approval.

3. Delivery

Delivery takes place at the time our product passes into your or your servants, agents or employees exclusive physical control. If the goods are not received by a person, then delivery will take place at the time the goods are delivered to the premises to which delivery was requested or ordered.

Any date for delivery of our product indicated by us is an estimated date for delivery only. We will make all reasonable efforts to have the product delivered to you on the date agreed but we are under no liability for any loss or damage, however it arises, if the product is not delivered by that date.

We reserve the right to deliver any products you order from us by instalment and each instalment is sold to you under a separate contract between you and us. Failure by us to deliver any instalment will not entitle you to cancel the balance of your order. In the event you are in default of these terms and conditions in respect of any instalment, we may elect to treat your default as a breach in respect of each other instalment.

4. Risk

At all times from delivery, the Product is at your risk of loss or damage and you are fully responsible for its safe custody. It is up to you to arrange your own insurance.

5. Ownership

You do not own any of our product in your possession until all of our product you have purchased from us at any time and all other amounts owing by you to us on any account have been paid for in full. Until you have given us full payment, you promise to store and deal with our product in a way that it is clearly identifiable as ours. You grant us an irrevocable licence and authority to enter your premises on any business day to inspect our product in your possession, inspect your books or records regarding our product or retake possession of our product in the event you default in any of your obligations under this agreement (should we elect to exercise this right of which we are not obliged).

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

You have no rights to bind us to any liability to any third party by contract or otherwise nor represent yourself as our agent or partner.

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

6. Assignment

You must not assign any rights or benefits under these terms and conditions unless you have obtained our prior written consent in writing and signed by all parties to this Agreement which may be granted or withheld in our absolute discretion.

7. Acceptance

You must notify us of any issues or concerns it has in respect of the provision of the Products (or any part thereof) within twenty four (24) hours of delivery of the Products complained of.

For the avoidance of doubt, any Products (or portion of the Products) that have not been clearly rejected by you by providing notice in writing within the stipulated time period are deemed to have been irrevocably accepted by the you and otherwise supplied by us fully accordance with the terms of this Agreement.

Subject to compliance with this clause, if our Product is damaged when we deliver it to you we may accept its return and replace it with an equivalent product or credit you with the price paid, at our option.

In all circumstances our product must be in its original packaging and proof of purchase must be supplied.

You agree that you shall make no claim against us for any delay in delivery or any product delivered to you damaged as a direct or indirect result of events beyond our control.

8. **Overdue Accounts**

Any account which is not settled within 30 days from due date will attract interest at a rate of 2% per month on the amount outstanding, compounding monthly. You agree that any discounts, rebates or other concessions are lost and forfeited if payment is not made on time and in accordance with our payment terms.

If you are in breach of any of our terms and conditions you agree that you are also responsible for all of our expenses of any kind including our legal costs on a solicitor client basis and any commission or other expense incurred by any debt collection agency we retain to recover the monies you owe us.

We may commence legal proceedings against you for the recovery of any account which is fourteen (14) days outside of payment terms.

9. **Indemnity**

You fully indemnify us against all claims, demands, actions, suits, proceedings, losses, damages, Costs, fees and expenses of whatever nature incurred or sustained by the us (including legal Costs on a full indemnity basis) arising out of your breach of any clause, warranty or obligation in this Agreement or the enforcement of any of our rights pursuant to this Agreement.

You fully indemnify us in respect of any and all costs (legal or otherwise), expenses and other amounts incurred or paid by us in connection with the enforcement or attempted enforcement or the preservation of any of our rights under this Agreement or any security or charge including, without limitation, our reasonable internal administration costs.

10. **Replacement or Money Back**

To the full extent of the law all warranties are excluded. Warranties do not apply if the product has received maltreatment, inattention or interference or the product has not been used in accordance with any performance ratings and product safety instructions. To the extent that the law does not allow us to exclude warranties (other than a warranty as to title) our liability for any claim is limited to a refund of the purchase price actually paid, the replacement of the damaged product or the supply of equivalent product at our absolute discretion. In no circumstances are we liable for special, indirect or consequential loss, even if you advise us of any special circumstances.

11. **Priority**

These terms and conditions override your terms and conditions. To the extent of any discrepancy between these terms and conditions and any third party (including your own) terms and conditions these terms and conditions prevail.

12. **Orders**

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

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

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

13. **Your Relationship with Us**

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

14. **Intellectual Property**

These terms and conditions do not give you any intellectual property rights in our product.

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

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

In these terms and conditions, intellectual property includes the full benefit of any rights in any copyright, trademark, registered design, patent, trade and business names, inventions, know-how, inventions, improvements, discoveries, confidential processes and information and includes without limitation artistic works, images, designs, motifs and photographs and any adaptation or concept relating to it.

15. **Variation**

Any variation to these terms and conditions must be in writing and signed by an authorised officer of the "Company".

16. **Governing Law**

These terms and conditions are governed by the laws of Victoria, Australia, and you agree to submit to the non-exclusive jurisdiction of the Courts of Victoria, Australia.

17. **Whole Agreement**

These terms and conditions form the entire agreement on which we are willing to trade with you and all or any previous agreements or understandings we may have had with you are superseded by these terms and conditions. We may alter these terms and conditions at any time upon one (1) months written notice. All transactions after the date specified in such notice will be subject to the altered terms and conditions. If you continue to trade with us after the date such alterations become effective you will be deemed to have agreed to the altered terms and conditions.

18. **Your Obligations**

1. You acknowledge that:

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

2. If, at any time you:

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

you acknowledge and agree that:

- you will immediately notify us that one or more of the above notifiable events has occurred and you will keep us notified on a monthly basis until such notifiable event no longer exists;
- we have no obligation and will cease to deliver to you any product you have purchased while a notifiable event exists;
- we may close your account with us and/or we may request payment in advance for all products you have ordered from us; and
- we have no obligation to respond to any offer you make to purchase any of our product while a notifiable event exists.

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

- a. a receiver or receiver and manager or an agent for a mortgagee in possession has been appointed over all of your assets and undertakings;
 - b. You have committed an act of insolvency, a resolution or order has been passed for your winding-up (voluntary or otherwise), are in liquidation, are in external administration or have had a controller or receiver appointed;
 - c. compromise arrangement (excluding a voluntary administration) has been made legally binding on you and your creditors;
 - d. you have presented a debtor's petition and it has been accepted by the Registrar in Bankruptcy;
 - e. you have entered into a composition, deed of assignment or deed of arrangement under Part X of the Bankruptcy Act (or equivalent) with your creditors; or
 - f. a legally binding sequestration order has been made against your estate.
4. You agree to notify us in writing in respect of any change to your structure (corporate structure or otherwise) or management, including any sale or disposition of any part of the business or any change in directorship, shareholding, unitholding, equityholding, partnership interest, trusteeship or management in any way whatsoever, fourteen (14) days prior to any such change. To the extent that you fail to notify us as required by this clause, you fully indemnify us in respect of any supply which is continued to be made after such change to your business pursuant to this agreement or otherwise such supply made in circumstances where we would not have, had you complied with your disclosure obligations as set out in this clause.
19. **PPSA**
1. In this clause the following words have the corresponding meanings:
- a. **'Agreement'** means this Agreement;
 - b. **'Collateral'** means all of the Grantor's rights, property and undertaking of whatever kind and wherever situated, and whether present or after-acquired, including those of the Grantor's rights, property and undertakings as are the subject of any Trust, and (where the Grantor is a corporation) the Grantor's capital (called or uncalled and paid or unpaid) which includes for the avoidance of doubt, but is not limited to, interest in any item of fixed, unfixated plant, materials, goods, equipment for which the Secured Party seeks payment;
 - c. **'Event of Default'** means any default by you (the customer) pursuant to your obligations arising under this Agreement;
 - d. **'Grantor'** means you (the Customer).
 - e. **'PPSA'** means *Personal Properties Securities Act 2009* (Cth);
 - f. **'Receiver'** includes a receiver or receiver and manager;
 - g. **'Secured Money'** means all amounts payable by you (the customer) to us (the Company) pursuant to this Agreement, including any other expense or cost (legal or otherwise) howsoever arising;
 - h. **'Secured Party'** means us (the Company); and
 - i. **'Security Interest'** means the charge created by this clause 18.
2. The Grantor agrees to pay to the Secured Party the Secured Money as and when required pursuant to this Agreement.
3. The Grantor grants to the Secured Party a Security Interest in the Collateral to better secure payment of the Secured Money. This Security Interest is a charge. The Grantor grants the Security Interest:
- a. In respect of any Collateral that is also Trust Property, as sole trustee of the Trust; and
 - b. In respect of all other Collateral, as beneficial owner.
4. The Grantor consents to the Secured Party registering any one or more Financial Statements or Financing Change Statements in respect of any Security Interest created by or contemplated under this Contract and undertakes to do all things reasonably
5. required by the Secured Party to enable the Secured Party to do so.
 6. The Grantor agrees not to cause (directly or indirectly) the registration of a Financing Change Statement, or the discharge of any registration relating to the Collateral without the Secured Party's prior written consent.
 7. To the extent that any law requires that something must be done (such as obtaining someone else's consent) before the Grantor may validly grant a Security Interest over any of the Collateral, the Security Interest granted herein only takes effect in relation to that Collateral when that thing required is done. The Grantor agrees to do everything necessary to ensure that it is done promptly.
 8. The Grantor acknowledges in granting this Security Interest and incurring obligations and giving rights under this Agreement has received valuable consideration received from the Secured Party.
 9. The Grantor acknowledges that this Agreement may be varied from time to time by agreement in writing and signed by the parties, furthermore that the financial obligations of the Grantor may increase or vary by reason of same or any associated Request for Variation. The Grantor confirms that the Secured Money includes any amount payable by the Grantor under this Agreement (as may be varied or extended) and applies to any Request for Variation. This applies regardless of:
 - a. how the Agreement is varied (and the extent to which it is varied) or replaced; and
 - b. the reasons for the variation or replacement; and
 - c. whether the Secured Money decreases or increases, as a result.
 10. The Secured Party may use money received under this Agreement towards paying any part of the Secured Money the Secured Party may choose, including by paying a later invoice/progress payment instalment before an earlier invoice/progress payment and vis a vis. This applies even if that part only falls due after the Secured Party gives a notice of demand.
 11. The Grantor agrees to ensure that no Default Event occurs. The parties further acknowledge and agree that if a Default Event Occurs, the Secured Party shall be able to, in addition to anything else that the law permits the Secured Party to do, appoint one or more Receivers to do anything that set out in Clause 18.12.2 below.
 12. In the Secured Party exercising its power to appoint a Receiver, the Secured Party may set the Receiver(s) remuneration at any figure the Secured Party considers appropriate, remove a Receiver(s) and appoint a new or additional Receiver(s) and determine whether Receivers are to act individually or jointly.
 13. The parties agree that:
 - a. Any Receiver appointed under this document is an agent of the Grantor unless notified otherwise in writing. The Grantor shall be solely responsible for anything done, or not done, by a Receiver and for their remuneration and costs.
 - b. The Receiver shall have the following powers (without limitation), unless the terms of their appointment determine otherwise:
 - (i) improve the Collateral;
 - (ii) sell, transfer or otherwise dispose of the Collateral;
 - (iii) lease or licence the Collateral, or deal with any existing lease or licence (including allowing a surrender or variation);
 - (iv) take or give up possession of the Collateral as often as the Receiver chooses;
 - (v) sever, remove and sell fixtures attached to the Collateral;
 - (vi) obtain registration of the Collateral in the Secured Party's name or any nominee nominated by the Secured Party;
 - (vii) if the Grantor is not a corporation to which the Corporations Act applies, do anything which the law would allow a Receiver to do if the Grantor were a corporation incorporated (or deemed to be incorporated) under the Corporations Act; and

(viii) do anything else the law allows an owner or a Receiver of the Collateral to do.

14. If the Secured Party or a Receiver sells or otherwise disposes of any or all of the Collateral:
- the Grantor will not challenge the acquirer's right to acquire the Collateral (including on the ground that the Secured Party or the Receiver was not, entitled to dispose of the Collateral or that the Grantor did not receive notice of the intended disposal) and the Grantor will not seek to reclaim that property/collateral; and
 - the person who acquires the Collateral need not check whether the Secured Party or the Receiver had the right to sell or otherwise dispose of the Collateral or whether the Secured Party or Receiver exercises that right properly.
15. The Secured Party may enforce this Security Interest before the Secured Party enforces other rights or remedies against someone else, or, under another document, such as another encumbrance. If the Secured Party has more than one Encumbrance/Security Interest, the Secured Party may enforce them in any order it chooses.
16. If a claim is made by any party that a transaction (including a payment) in connection with the Secured Money is void or voidable and such claim is upheld, conceded or compromised, then:
- The Secured Party is immediately entitled as against the Grantor to the rights in respect of the Secured Money to which the Secured Party was entitled immediately before the transaction; and
 - Upon request from the Secured Party, the Grantor will do anything (including signing any document) to restore any Encumbrance (including this Security Interest) in favour of the Secured Party which was held, or entitled to be held, immediately before the transaction.
17. The Grantor agrees that to the extent the law permits them to be excluded s142 ('Entitled persons may redeem collateral'), s143 ('Entitled persons may reinstate security agreement') of the PPSA are excluded and the Secured Party need not comply with the following provisions of the PPSA, s95 ('Secured party must give notice of removal of accession'), s118 ('Enforcing Security Interests in accordance with land law decisions'), s121(4) ('Enforcement of Security Interests in liquid assets – notice to higher priority parties and grantor'), s125 ('Obligation to dispose of or retain collateral'), s130 ('Notice of disposal of collateral'), s132(3)(d) ('Secured party to give statement of account'), s132(4) ('Secured party to give statement of account') and any other provision of the PPSA and neither the Secured Party nor any Receiver need give any notice required under any provision of the PPSA (except s135 ('Notice of retention of collateral')).
18. The Grantors obligations under this Clause 18 are continuing obligations, independent of the Grantors other obligations under this document and continue after and survive the full or partial release of property from, or the discharge of, this document.

20. Severance

If any of these terms and conditions are determined invalid, unlawful or unenforceable to any extent such term or condition shall be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.

19. Interpretation

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

PRIVACY STATEMENT

that class or category

We respect your privacy and we are committed to the protection of personal information.

We collect personal information to assist us in providing you with services as well as information on either products and services offered by us.

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

directly from you, such as when you apply for credit, place an order, become involved in any of our promotional activities, enter your personal details on our websites (for example during registration or application for products and services), when you provide information by phone or in documents such as an application form;

from our affiliated companies; from your representatives; from publicly available sources of information; from credit-reporting and fraud-checking agencies and credit providers for credit related purposes such as credit worthiness,

credit rating, credit provision and financing;
from our own records of your dealings with us; or when legally required to do so.

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

- to identify you;
- in providing services to you including but not limited to the processing of this Application and the giving of credit to you and the administration and management of those services;
- to provide you with information on either products and services offered by us;
- in undertaking risk assessment and management; and • in gathering data and disclosing data to third parties such as:
 - insurance brokers and insurers;
 - credit reporting agencies;
 - financial institutions including our own bankers;
 - service providers; and

- industry groups having a legitimate reason to receive such information, as necessary from time to time for our organisation's functions.

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

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

We do not provide any personal information provided by you to any third parties other than to our affiliated companies or where required by law or as set out in this Privacy Statement. We will not sell, trade or rent your personal information to others. We may provide aggregate statistics on our customers to third parties such as advertisers, but these statistics will include no personally identifying information.

We co-operate with law enforcement agencies as required by law.

All reasonable steps are taken to correct the information we hold where that information is not accurate, up-to-date and complete.

All reasonable steps are taken to ensure that all information is treated confidentially, kept secure and protected against unauthorised use and is maintained only for the purpose for which it is intended.

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

You have the right to access your personal information and requests for information about our Privacy Statement are welcomed.



Office Use Only

1. Accounts Department Section

Credit Reference Check 1 _____

Credit Reference Check 2 _____

Credit Reference Check 3 _____

Customer Code: _____ Bill To: _____

2. Sales Department Section

Industry Code: _____ Sales Rep Code: _____

Price Level: _____ Customer Type: _____

Route Instructions:

Monday	Tuesday	Wednesday	Thursday	Friday

Special Delivery: _____

COMMENTS: (Requested Trading Terms): _____

3. Finance Manager Approval

Credit Limit _____

Payment Terms _____

Approved By: _____ Date: _____