COMMERCIAL CREDIT APPLICATION & SECURITY AGREEMENT

1. Customer Details - Sole Trader/Partner/Company

Legal Name						
Trade name (if different)		Type Of Business				
Postal Address				P/Code		
Registered Office Address						
Delivery Address						
ABN ACN	Тур	e of Entity 🗌 Sole	e Trader 🗆 P/SI	nip 🗌 Company 🔲 Trust		
Other	_ Date of Incorporation		State of Inco	poration		
If Trustee of Trust, Name			Date of Com	mencement		
Contact Names – Purchasing		Accounts P	ayable			
Phone Fax	Mobil	e	_Email			
Invoices and Statements will be sent by email to the above address						
2. Proprietors/Directors Det	ails					
Full Names(s) and Address(es) o	of Sole Trader, Partners,	Directors (if insuf	ficient space at	tach sheet)		
(1)		D.O.B _	P	hone		
(2)		D.O.B _	P	hone		
(3)		D.O.B _	P	hone		
3. Trade Refences						
Company	Credit Limit	Telephone/Fax,	/Email	Contact		
(1)						
(2)						
(3)						
4. Financial Information						
Monthly Credit Limit Required \$						
BSB A/C N						

5. Application for Credit & Security Agreement

The Customer applies for and the Guarantors (if applicable) request Statewide Appliance Spares Pty Ltd ('the Company') to open a Credit Account in the name of the Customer and to supply goods to the Customer. In signing this Application, the Customer agrees that all information is true and correct and the Customer is authorised to make this application for credit. In accordance with the Privacy Act 1988 (as amended) the Customer authorises the Company to give information as may be required in considering this application for credit. The Customer acknowledges that all transactions will be governed solely and exclusively by the Terms and Conditions attached hereto and or provided to the Customer and override any terms and conditions of the Customer.

Authorised Signature

DEED OF GUARANTEE AND INDEMNITY

In consideration of Statewide Appliance Spares Pty Ltd ('Company') in the preceding Application for a Commercial Credit Account Application & Security Agreement ('Credit Application') extending or agreeing to extend credit to the Customer as defined in the preceding Credit Application the persons						
of						
andof	ANTEE jointly and severally to pay the Company on demand ag or remaining unpaid to the Company by the Customer obligation as between the Customer and the Company , and IIFY and keep the Company indemnified against any loss or whatever reason of the Customer to pay all monies now unpaid and to fully comply with all of its obligations to the					
 1.1 grant the customer of any Guarantor under this Guarante 1.2 vary or alter the terms of any agreement between the Con 1.3 compound with or release in whole or in part or discharge 1.4 grant any Guarantor the release either wholly or in part from and Indemnity; without discharging or releasing or in any way affecting the liated or in the second second	the Customer at any time and from time to time; or om any obligation contained in or implied by this Guarantee					
discharge any of the Guarantors from liability and in such an e respectively would have had if the payment had not been made	de;					
3 the Guarantors shall not be released by the death of any of the Guarantors or by reason of any act of the Company which might result in prejudice to any of the Guarantors, or by any legal disability on the part of the Customer or any of the Guarantors under this Guarantee and Indemnity;						
4 this agreement created by this deed shall be and remains a customer to the Company have been satisfied in full, and may given to, and acknowledged by, the Company;						
5 any notice required to be served relating to this Guarantee a the last known address of the Guarantors;	and Indemnity shall be deemed to have been served if posted to					
Security Interest in this Guarantee and Indemnity and that suc property;	es Register a security interest in the form of a Purchase Money th security interest shall include all present and after-acquired					
7 the Guarantors hereby charge in favour of the Company all t whether tangible or intangible, freehold or leasehold, in which later acquire any such interest, with payment of all monies ow the Company of a caveat or caveats which note their interest 8 the Guarantors grant that the Company has the right to regi interest in all and any sale of Goods under this agreement incl I/We confirm to you that I/we have had full and ample opport	In they now have any legal or beneficial interest or in which they yeed by the Customer. The Guarantors consent to the lodging by in or over any such land or other caveatable property; ster, on the Personal Property Security Register, a security uding all present and after-acquired property. runity prior to the execution of the deed of Guarantee and and implications of the Guarantee and Indemnity hereby given					
Executed by the Guarantor(s)	Dated:					
Signed by the first Guarantor	Signed by the second Guarantor					
In the presence of:	In the presence of:					
Witness Signature	Witness Signature					
Name of Witness (print)	Name of Witness (print)					
Address of witness	Address of witness					

STATEWIDE APPLIANCE SPARES PTY LTD (Inc Statewide Appliance Distributors) ABN 26 008 171 588 105 Sir Donald Bradman Dr HILTON SA 5033 Telephone: 08 7221 5600 Facsimile 08 8212 3195 Email: admin@statewideapp.com.au Web: statewideapp.com.au

TERMS AND CONDITIONS OF SALE & SECURITY AGREEMENT

This Commercial Credit Application & Security Agreement ('Credit Application') constitutes a security agreement pursuant to the Personal Property Security Act 2009 (PPSA). The Company reserves the right to refuse credit, suspend or withdraw credit facilities at any time without explanation or notice.

In consideration of the Company providing the facilities of a commercial credit trading account (and not for private use or purpose) the Customer agrees to be bound by and adhere to the terms and conditions of this Security Agreement ('Terms and Conditions') which Terms and Conditions supersede and replace all other prior agreements (the receipt of a copy of which is hereby acknowledged) and the Customer fully understands that those terms and conditions include: (a) retention of title provisions:

(a) retention of title provisions;

- (b) the right to require immediate payment of any amount owing, notwithstanding any previous indulgences;
- (c) rights to recover interest, and collection and other expenses, in default of payment;
- (d) terms limiting the liability of the Company for damages, and giving the Company the right to nominate the Court in which any legal proceedings may be instituted and prosecuted; and
- (e) the grant of a security in all and any sale of Goods under this agreement which the Company may register on the Personal Property Securities Register.

1. Definitions

'Company' means Statewide Appliance Spares Pty Ltd ABN 26 008 171 588 or any agents or employees thereof.

'*Customer*' means the customer identified in the Credit Application, any person acting on behalf of and with the authority of the Customer, or any person purchasing goods or services from the Company. '*Contract*' means all contracts entered into between the Company and the Customer.

'Collateral' and/or 'Goods' means goods and/or services supplied or consigned by the Company to the Customer or ordered by the Customer but not yet supplied and includes goods described herein and on any quotation, invoice, purchase order or any other document including any recommendations and advice and over which the Company may intend to register a security interest.

'Price' means either:

(a) the cost of Goods as specifically agreed between the Company and the Customer; or

(b) in the absence of any prior agreement, as set by the Company and shall be subject to change from time to time without notice.

2. Acceptance

Any instructions received by the Company from the Customer for the supply of Goods shall constitute acceptance of the Terms and Conditions contained herein.

3. General

- 3.1. These Terms and Conditions, including credit limits set by the Company are effective from the date of acceptance by the Customer and may be amended or superseded from time to time, by notice given by the Company. Such notice will be by ordinary mail, email or facsimile to the Customer using the information set out in the Credit Application, unless the Customer advises in writing to the Company alternative contact details which the Company has acknowledged by return in writing.
- 3.2. The Terms and Conditions shall apply in relation to all sales of Goods by the Company to the Customer and to all orders placed with the Company.
- 3.3. These Terms and Conditions are in addition to and in no way are intended to limit, vary or exclude any rights conferred by the

conditions and warranties implied by the Competition and Consumer Act 2010 or by any similar legislation of a State or Territory of Australia which prohibits such limitation, variation or exclusion.

- 3.4. The Customer acknowledges that where the Customer consists of more than one party or entity, liability shall be joint and several.
- 3.5. No person acting or purporting to act on the Company's behalf has the authority to make any promise, representation or undertaking or to add to or change in any way these Terms and Conditions except expressly in writing.
- 3.6. Unless or except specifically excluded herein, the Company and the Customer retain any and all rights and remedies available to them in any prior or pre-existing agreement.
- 3.7. Prices are subject to change by the Company without notice.
- 3.8. Clerical errors are subject to correction and do not bind the Company.
- 3.9. The Customer's rights or obligations under these Terms and Conditions are not assignable or transferrable.
- 3.10. If any Term or Condition therein be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 3.11. The Customer acknowledges and agrees that these Terms and Conditions take precedence over any terms and conditions which may be contained in any document provided by the Customer unless otherwise agreed in writing between the Company and the Customer.
- 3.12. The Customer hereby charges in favour of the Company all its estate and interest in any lands and in any other assets, whether tangible or intangible, freehold or leasehold, in which it now has any legal or beneficial interest or in which it later acquires any such interest with payment of all monies owed by the Customer and consents to the lodging by the Company of a caveat or caveats which note its interest in or over any such land or other caveatable property.
- 3.13. Where the Customer acts in the capacity of trustee of any trust, the obligations on the part of the Customer in these Term and Conditions bind the Customer in its own right as well as in its capacity of trustee of any trust, the obligations on the part of the Customer in these Terms and Conditions will not be abrogated.
- 3.14. Any failure to exercise, or delay in exercising, a right, including a right of indemnity, by the Company shall not prejudice the Company's ability to exercise that right in future.
- 3.15. In the case of a trust company the Customer acknowledges that the trustee shall be liable for all debts incurred by the Company.
- 3.16. The completion or termination of a transaction shall be without prejudice to the Company's accrued rights.
- 3.17. The completion or termination of a transaction shall be without prejudice to the Company's accrued rights.
- 3.18. The Company does not authorize any of its agents or representatives to make, and the Company will not be bound by, any representations, statements, conditions or agreements in relation to these terms and conditions except as made by the manager in writing.
- 3.19. The Company shall be entitled at any time to assign its rights under these Terms and Conditions or any other document to its successors, nominated transferees or any third party without affecting or discharging its rights thereof. 2
- 3.20. The Customer shall notify the Company within 14 days of any changes of ownership or structure of any entity and provide full details of the changes. Until a new Credit Application is signed and approved in writing by the Company, the Customer and Guarantor(s) on the original Credit Application remain liable to the Company.

4. Collection and Use of Information

- 4.1. The Customer authorises the Company to obtain any information concerning the Customer's affairs that the Company deems necessary.
- 4.2. The Customer authorises the Company to provide to any credit reporting agency and any other person any information about the Customer's credit activities and credit worthiness.
- 4.3. The Customer authorises any reputable credit agency and any other person to provide the Company with any information which the Company regards as relevant to the Customer's credit activities and credit worthiness.

- 4.4. The Company may utilize any information provided by the Customer for the purpose of marketing its Goods.
- 4.5. To the extent required under the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* the Customer is entitled to have access to and to request correction of personal information concerning the Customer which has been collected by the Company.

5. Price

- 5.1. The Customer must pay the Price for Goods indicated on the invoice (or other similar document) that is provided by the Company for those Goods. The Company can alter prices without notice and prices charged may be different from the time of order.
- 5.2. The Price shall be increased by: the amount of any GST and other applicable taxes and duties if such taxes are not expressly included in the Price.
- 5.3. The Customer is bound by the Price from the time that the Company accepts the Customer's order.
- 5.4. An order is not binding on the Company until it is accepted by the Company.
- 5.5. The Customer shall pay deposits, delivery and freight charges as set out in the invoice or the Company's price list from time to time.
- 5.6. The Company does not offer a discount for early payment of accounts.

6. Orders, Payments and Overdue Accounts

- 6.1. The Company reserved the right to accept in part or in whole any order placed by the Customer.
- 6.2. It is assumed by the Company that any staff of the Customer placing orders has the authority to place such orders.
- 6.3 The Company retains the right to suspend orders in part or in whole if the Customer's level of credit exceeds the credit limited approved by the Company from time to time.
- 6.5. Payment for Goods shall be made by the Customer in full within 30 days following the date of any statement provided unless otherwise agreed in writing by the Company.
- 6.6. Payment must be made without deduction or set off in cash, direct credit or by credit card as stipulated in the Customer's Credit Application.
- 6.7. A credit card fee will be charged if the Customer pays by credit card.
- 6.8. Interest will be charged on overdue amounts at the rate of 2.5% per month until all overdue amounts are paid in full.
- 6.9. In the event that payment is not made in full by the due date, then without prejudice to any other rights or remedies available to the Company under this agreement, the Company may withhold deliveries or cancel undelivered orders or part of such orders and retain as liquidated damages any monies paid by the Customer.
- 6.10. Legal and/or collection agency costs (including but not limited to charges and commissions) of recovery of any overdue amounts shall be recoverable by the Company (on an indemnity basis) as a debt due by the Customer.
- 6.11. The Customer shall be liable for, and expressly undertakes to pay an administration fee of 1.5% per month (or an amount to be set from time to time by the Company) for any amount in default of these Terms and Conditions.
- 6.12. The Customer shall be liable for all costs incurred as a result of any cheque or any electronic banking transaction being dishonoured for whatever reason.
- 6.13. Any Legal action taken for enforcement of recovery of monies may be taken out under the jurisdiction of a court as nominated by the Company.
- 6.14. Any disputes to payment must be provided to the Company within 14 days of invoice date.

7. Delivery and Risk

- 7.1. Where the Company agrees to transport the Goods to a specified place, the Company will deliver, or arrange delivery of, the Goods to that place during normal business hours. Orders that have special requirements or fall outside of the order cut-off times, will incur a surcharge.
- 7.2. Where the Customer or agent of the Customer is not on site to take delivery of Goods, the delivery driver's signature denoting the time, date and place of delivery shall be deemed to be good and sufficient proof of delivery of the Goods to the Customer. 7.3. The Customer must ensure suitable access is provided to the
- Company to facilitate the delivery of Goods. The Customer undertakes to indemnify the Company for any loss or damage should suitable access to the site for delivery of Goods not be provided to the Company.

- 7.4. Risk shall pass to the Customer on delivery of the Goods not withstanding that property shall remain with the Company until those Goods are paid for.
- 7.5. Insurance against all risks whatsoever shall be maintained by the Customer from the time of delivery with the Company interest noted on the insurance policy until the Goods passes to the Customer.
- 7.6. The Company shall not be liable for any loss or damage, including consequential loss or damage, arising from delay in delivery or failure to deliver Goods, either whole or in part.
- 7.7. The Customer shall inspect the Goods upon delivery and will, within 48 hours, notify the Company of any defects, short delivery or any failure to fulfill any order.
- 7.8. In the event that Goods are damaged or partially lost during transit or otherwise the Customer must, within 7 days of delivery of the Goods, provide the Company with written notice giving reasonable particulars of any alleged loss or damage and must within 7 days return the damaged Goods to the Company.
- 7.9. Where the Goods cannot be returned to the Company, the Customer will, within a reasonable time following delivery and upon the request of the Company, grant the Company access to the Goods in order to inspect for any alleged defects.
- 7.10. The Customer acknowledges and agrees that no claim whatsoever shall be accepted by the Company for any loss or damage to Goods which occurred during the transit of Goods but where written notice is not provided to the Company within the specified time. Should the Customer fail to notify the Company within the specified period then the Goods shall be deemed to be in compliance with the order and free from any defect whatsoever

8. Property in Goods

- 8.1. The legal and equitable title to and property in Goods will not pass to the Customer until payment in full has been made by the Customer to the Company for all Goods delivered to the Customer by the Company.
 Until payment has been made in full and property passes in
- accordance with 8.1
 8.2. The Customer shall hold all Goods as bailee and as fiduciary of the Company and shall securely store same separately from the Customers other goods so as to clearly identify the Goods as the Company's.
- 8.3. The Customer is authorised to sell the Goods but shall hold the book debt and the proceeds of sale on trust for the Company and shall account to the Company for any overdue amount from the proceeds thereof, and the Customer, acknowledges that the Company may collect the book debt arising from such sale as the Company remains the beneficial owner of the book debt at all times.
- 8.4. The Customer's right to possession of the Goods shall cease if the Customer:
- 8.4.1. fails to make payments of any outstanding amount due to the Company;
- 8.4.2. commits an act of bankruptcy or is declared insolvent or the Customer does or omits to do anything which entitles the Customer or any person to appoint an external administrator pursuant to any Part of Chapter 5 of the Corporation Law; or
- 8.4.3. enters into some arrangement or assignment for the benefit of creditors;
- The Company shall be entitled to require the Customer to return all unpaid Goods failing which the Company is irrevocably authorised to enter the Customer's premises to repossess the Goods without notice.

9. Personal Property Securities Act 2009 (PPSA)

- 9.1. Where a Commercial Credit Account has been approved, the Customer grants that the Company may register, on the Personal Property Security Register, a security interest in all and any sale of Goods under this agreement including all present and afteracquired property.
- 9.2. The Customer warrants that all purchases under this agreement are for commercial purposes only and accordingly the Consumer Credit Act will not apply.
- 9.3. The Customer and the Company agree to contract-out of the PPSA in accordance with section 115 to the extent that the section applies for the benefit of, and does not impose a burden on, the Company. The Customer waives its right to receive a copy of any Financing Statement or any Financing Charge Statement

registered by the Company in respect of the security interest crated by these Terms and Conditions of Sale & Security Agreement.

- 9.4. The Customer agrees to execute any documents, provide all relevant information and co-operate fully with the Company to ensure that the Company has a perfect security interest in the personal property charged and, if applicable, a Purchase Money Security Interest (PMSI).
- 9.5. The Customer waives its right to receive notice of a verification statement in relation to a registration by the Company on the register.
- 9.6. If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising in connection with these terms, the Customer agrees that the following provisions of the PPSA will not apply to the enforcement of these terms:
- 9.6.1. section 95: Notice of removal of accession to the extent that it requires the Company to give notice to the Customer;
 9.6.2. section 96: When a person with an interest in the whole may retain an accession;
- 9.6.3. section 121(4): Enforcement of liquid assets notice to grantor;
- 9.6.4. section 125: Obligation not dispose of or retain collateral;
- 9.6.5. section 130: Notice of disposal to the extent that it requires the
- Company to give notice to the Customer;
- 9.6.6. section 132(3)(d): Contents of statement of account after disposal;
- 9.6.7. section 132(4): Statement of account if no disposal;
- 9.6.8. section 134(1): Retention of collateral;
- 9.6.9. section 135: Notice of retention;
- 9.6.10. section 142: Redemption of collateral; and
- 9.6.11. section 143: Reinstatement of security agreement.9.7. The Company agrees with the Customer not to disclose information
- of the kind mentioned in section 275(1) of the PPSA except in circumstances required by section 275(b)-(e).
- 9.8. The Customer agrees that, until all monies owing to the Company are paid in full, it shall not sell or grant any other security interest in the Collateral.
- 9.9. The Customer agrees not to register a financing change statement in respect of the security interest without the Company's prior written consent.
- 9.10. The Customer agrees that the Company may, at its absolute discretion, apply any amounts received from the Customer towards amounts owing to the Company in such order as the Company may determine. Notices or documents required or permitted to be given to the Company for the purposes of the PPSA must be given in accordance with the PPSA. If the Company receives any notice in relation to the Customer under section 64 of the PPSA, all outstanding amounts may, at the Company's discretion, become immediately due and payable.
- 9.11. The Customer agrees to reimburse the Company, upon demand, for all costs and/or expenses incurred or payable by the Company in relation to registering or maintaining any financing statement, releasing in whole or in part the Company's security interest or any other document in respect of any security interest.
- 9.12. In these terms the following words have the respective meanings given to them in the PPSA: commingled, financing statement, financing change statement, perfected, proceeds, register, registration, security interest and verification statement.

10. Liability

- 10.1. Except as otherwise provided by statute the Company shall not be liable for:
- 10.1.1. Any loss or damage of any kind whatsoever whether suffered or incurred by the Customer or another person whether such loss or damage arises directly or indirectly from Goods or advice provided by the Company to the Customer. Without limiting this clause the Company shall not be liable for any consequential loss or damage of any kind whatsoever including but without limitation to any financial loss; and
- 10.1.2. Except as provided in the within terms and the warranties provided on all products as set out in the Warranty Terms and Conditions card enclosed with each appliance, the Company shall not be liable in contract, or in to, or otherwise from any
- loss, damage, or injury beyond the value of the Goods provided by the Company to the Customer.
- 10.2. The Customer agrees that the Company shall not be liable for any:
- 10.2.1. Representation, promise or undertaking regarding the fitness or otherwise of Goods supplied by the Company unless it is made in writing or implied by law.

10.2.2. Failure by the Customer to store or maintain the Goods in accordance with any advice, recommendation, specification, information, assistance or service provided by the Company in relation to Goods sold.

11. Default of the Customer

- 11.1. If any of the events set out in (a) to (f) below occur, the Company may at its option and in its absolute discretion withhold further deliveries or cancel the agreement without notice to the Customer and without prejudice to any other action or remedy which the Company has or might otherwise have had and/or open a new trading account with the Customer with cash on delivery payment terms:
- (a) The Customer makes default in any payments or is unable, or states that it is unable, to pay its debts as and when they fall due;
- (b) The Customer, being an individual, commits an act of bankruptcy or has a controller or trustee or similar officer appointed in respect of the Customer's estate or any part of the Customer's property or assets;
- (c) The Customer passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against it;
- (d) A receiver, receiver and manager, controller, voluntary administrator or similar officer is appointed over any part of the property or assets of the Customer;
- (e) The Customer cancels its Services with the Company;
- (f) The Customer experiences any analogous event having substantially similar effect to any of the events specified above;
- (g) For any other reason that the Company deems appropriate.

12. Cancellations

No order may be cancelled by the Customer without the written consent of the Company, irrespective of whether or not the Company has advised the Customer of its acceptance of that order.

13. Warranties

13.1. All Goods carry only such warranty, if any, as furnished by the manufacturer (the period stated on the Warranty Terms and Conditions card enclosed with Goods) or as implied by law.

14. Returned Goods

- 14.1. All Goods returned must be in original packaging and complete as supplied and the invoice and authorization number (as provided by the Company) must be provided with the Goods.
- 14.2. Goods returned for any other reason than delivery damages will incur a 20% restocking fee.
- 14.3. The acceptance of returned Goods and the credit of Goods is at the discretion of the Company.

15. Non-Waiver

15.1. If at any time the Company does not enforce any of these Terms and Conditions or grants the Customer time or other indulgences, the Company shall not be construed as having waived that term or condition or its right to later enforce that or any other term or condition.

16. Severability

16.1. Where any provision of these Terms and Conditions of sale is rendered void, unenforceable, or otherwise ineffective by operation of law, that provision will be considered to be severed by these Terms and Conditions and such severance shall not affect the validity, enforceability and effectiveness of any other provision in these Terms and Conditions.

17. Governing Law / Jurisdiction

17.1. Any legal action taken for enforcement of recovery of monies may be taken out under the jurisdiction of a court as nominated by the Company. The Customer submits to the non exclusive jurisdiction of court of the nominated State in respect of all legal proceedings arising out of or in connection with these Terms and Conditions.

Customer acknowledgment and acceptance of General Terms & Conditions of Sale & Security Agreement

DATED the	day of	20	
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Signature _ Print Name