

Credit Account Application Form

"Access Hardware", "the Company", "we" or "us" includes Access Hardware Pty Ltd (ABN 34 006 426 820), Access Corporate Services Pty Ltd (ABN 19 142 688 284), Access Hardware (TAS) Pty Ltd trading as Jacksons Security (ABN 36 080 370 109) and trading as Access Hardware, Access Locksmiths (TAS) Pty Ltd (ABN 65 131 987 570), Access Doors (TAS) Pty Ltd (ABN 30 145 480 771) trading as Fenton Doors, Access Entry Pty Ltd (ABN 84 602 327 024), and Related Bodies Corporate of Access Hardware, any New Access Entity and / or their successors and assigns (as applicable). **Please refer to www.accesshardware.com.au for a full copy of Access Hardware's terms and conditions of supply.**

ACKNOWLEDGEMENTS AND AGREEMENTS

I/We the Customer acknowledge that the Company (as defined in the Terms and Conditions attached to this Form ("**Conditions**") has informed us that if this application is granted by the Company, the Conditions as set out below will be included in all transactions with it. You agree that any terms and conditions referenced by you in any order will only apply to the extent the Company has accepted those terms in writing.. If they do apply, these Conditions will prevail to the extent of any inconsistency.

I/We the Customer also declare that all statements made by me/us in this application are true, accurate and complete in every particular.

COMPANY DETAILS

Company Name: _____

Trading Name: _____

ACN: _____ ABN: _____

Trading Address: _____

Registered Address: _____

Phone: _____ Fax: _____

Email Address: _____

Year Business Began: _____

Monthly Credit Limit Applied For: _____

Ownership Structure: Sole Trader Partnership Company Pty Ltd Company Ltd Gov't Dept.

NATURE OF BUSINESS

Builder / Maintenance Company etc.

DIRECTORS/OWNERS/PARTNERS NAMES

Director/Owner/Partner Name #1: _____ Date Of Birth: _____

Director/Owner/Partner Name #2: _____ Date Of Birth: _____

Please attach a photocopy of each Director / Owner / Partner drivers licence to this application form. Companies listed on the ASX or Government Departments are not required to provide the above details.

ACCOUNTS DEPARTMENT CONTACT DETAILS

Name: _____

Email: _____

Direct Phone: _____ Direct Fax: _____

TRADE REFERENCES

	Company: _____	Phone: _____
1	Address: _____	Fax: _____
	Email: _____	
<hr/>		
	Company: _____	Phone: _____
2	Address: _____	Fax: _____
	Email: _____	
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	Company: _____	Phone: _____
3	Address: _____	Fax: _____
	Email: _____	

PRIVACY COLLECTION STATEMENT

The Customer authorises the Company to collect credit information about its personal, consumer and commercial credit worthiness from any bank or trade referees provided in this Credit Account Application Form and from any other credit provider or credit reporting agency such as Veda Advantage Information Services and Solutions Limited, Dun and Bradstreet (Australia) Pty Ltd, Experian Australia Credit Services Pty Ltd ("**CRBs**") for the purpose of assessing this application for credit or in connection with any guarantee given by the Customer in accordance with the Privacy Collection Statement and the Company's Privacy Policy located at www.accesshardware.com.au/privacy. The Customer authorizes the Company to use, disclose or exchange, to the extent permitted by law, with the Company's Related Bodies Corporate and other credit provider information about the Customer's credit worthiness in order to assess this application for credit and monitor credit worthiness. Where the Customer is an individual, the Customer acknowledges that:

- (a) CRB's may include the information in reports provided to the Company to assist them to assess your credit worthiness;
- (b) if you fail to meet your payment obligations in relation to consumer credit or commit a serious credit infringement, the Company may be entitled to disclose this to the CRB;
- (c) you can obtain a copy of the Company's policy about the management of credit-related personal information at www.accesshardware.com.au/privacy and the relevant CRB's policy about the management of credit-related personal information is located on each CRB's website by following the 'privacy' links or by contacting the CRB's directly;
- (d) you have a right to access your information from the Company, to request the Company to correct the information and to make a complaint to the Company;
- (e) you have a right to request CRBs not to use your credit reporting information for the purposes of pre- screening of direct marketing by the Company; and
- (f) you have a right to request the CRB not to use or disclose credit reporting information about you, if you believe on reasonable grounds that you have been, or are likely to be, a victim of fraud.

EXECUTION

Note: If the customer is a Partnership at least two partners must sign. If the customer is a company at least any two directors or a director and secretary must sign. The witness(es) must not be the Customer nor an agent of them and must be over 18 years of age.

Note: If executed by an authorised representative, the authorised representative acknowledges that they are executing this deed on behalf of a party as an authorised representative, that authorised representative by executing this deed declares and warrants that he or she has been duly appointed and has no notice of the power of the authority under which he or she executes the agreement having been revoked.

By signing below, you agree to be bound by the Conditions.

Dated: _____ of _____ 20_____

<u>Individual/Partnerships</u>	<u>Body Corporate/Owners Corporation/Company Ltd/Gov't Dept</u>	<u>Company Pty Ltd</u>
Signed, sealed and delivered by the Customer/Partner in the presence of the witness below	Signed, sealed and delivered for and on behalf of the Customer by an authorised representative in the presence of the witness below	Executed by the Customer in accordance with section 127(1) of the Corporations Act 2001
Signature of Customer/Partner	Signature of authorised representative	Signature of director
Name of Customer/Partner (print)	Name of authorised representative (print)	Name of director (print)
Signature of witness	Signature of witness	Signature of director/company secretary <i>(Please delete as applicable)</i>
Name of witness (print)	Name of witness (print)	Name of director/company secretary (print)

GUARANTEE AND INDEMNITY IN FAVOUR OF THE COMPANY

The undersigned ("**Guarantors**"), having requested the Company to open credit facilities to the Customer named below hereby jointly and severally (if more than one of us):

1. Guarantee prompt and due performance from time to time of each and every one of the Customer's obligations to the Company (including, without limitation, the obligation to pay the amount owing for the Products, all expenses incurred by the Company in enforcing the Conditions, and all other amounts as set out in the Conditions).
2. Indemnify the Company and to save it harmless from all loss due to (whether directly or indirectly):
 - the Customer's failure to pay on time each amount due by it to the Company; and
 - interest being charged on outstanding amounts at a rate of 2% above for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic) calculated daily and compounded monthly, being a rate that the parties agree represents the genuine pre-estimate of the damage likely to be caused by a breach of these Conditions or a failure to make any payment to the Company when such payment is due and payable; and
 - all debt collection costs.
3. Agree that:
 - this document is valid in respect of any signatory, whether others have signed it or not;
 - amounts due to the Company by the Customer are debts recoverable in the State;
 - the Company may grant time or other concessions to the Customer without affecting its right to recover under this document; and
 - the liability of each signatory is on a joint and several and continuing basis.
4. Your information is collected by Access Hardware Pty Ltd (ABN 34 006 426 820) and will be used and held in accordance with our Privacy Policy located at www.accesshardware.com.au/privacy. Information you provide will be used for the purpose of assisting the Company to assess your credit application or ongoing credit provision. If you do not provide this information, we may not be able to accept your credit application. The Customer acknowledges that this information may be kept on a credit information file and may be disclosed to credit reporting agencies and other service providers for the purpose of assessing the credit application or ongoing credit provision or as required by law. To access or change your information or to make a complaint please contact our privacy officer privacy@accesshardware.com.au or 03 9329 8833.

This is an important document. If you do not understand this document you should seek legal advice.

*Companies listed on the ASX or Government Departments are not required to provide a Guarantee and Indemnity.

Executed as a deed.

CUSTOMER

Full Name and ACN: _____

Address: _____

Customer Signature: _____

Dated: _____

of

20

GUARANTOR

Full Name of Guarantor: _____

Address: _____

Phone No: _____

Fax No: _____

Signed, sealed and delivered by
the Guarantor: _____

Dated: _____

WITNESS

Full Name of Witness: _____

Dated: _____

Witness Signature: _____

Dates: _____

Conditions

Terms and Conditions (please read carefully)

1. Interpretation

In these conditions:

“**ACL**” means the Australian Consumer Law set out in Schedule 2 to the CCA.

“**CCA**” means the *Competition and Consumer Act 2010 (Cth)*.

“**Company**” or “**We**” or “**Us**” means any of the following Access Hardware entities, Access Hardware Pty Ltd (ABN 34 006 426 820), Access Corporate Services Pty Ltd (ABN 19 142 688 284), Access Hardware (TAS) Pty Ltd trading as Jacksons Security (ABN 36 080 370 109) and trading as Access Hardware, Access Locksmiths (TAS) Pty Ltd (ABN 65 131 987 570), Access Doors (TAS) Pty Ltd (ABN 30 145 480 771) trading as Fenton Doors, Access Entry Pty Ltd (ABN 84 602 327 024), and / or their successors, Related Bodies Corporate of Access Hardware Pty Ltd, New Access Entities, assigns(as applicable).

“**Conditions**” means these terms and conditions of sale as varied by the Company from time to time.

“**Consumer Guarantees**” means the guarantees that apply to goods and services purchased by consumers (as defined in the CCA), contained in Part 3-2, Division 1 of the ACL.

“**Corporations Act**” means *Corporations Act 2001 (Cth)*.

“**Default Rate**” means the interest rate at a rate of 2% above for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic).

“**Guarantee and Indemnity**” means the guarantee and indemnity in favour of the Company annexed to the credit application.

“**GST**” has the meaning given to that term in GST Law.

“**GST Law**” has the meaning given to that terms in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

“**Insolvent**” has the meaning in section 95A of the Corporations Act,

“**New Access Entity (Entities)**” means an entity that becomes a Related Body Corporate of Access Hardware Pty Ltd after these conditions were accepted or after a credit application is made by You.

“**Non-Stocked Products**” means a product that is not kept in stock at all times and/or described as “Non Stocked” on an order form or order acknowledgement form.

“**Order**” means an order by You to the Company requesting the supply of Products.

“**PPSA**” means the *Personal Property Securities Act 2009 (Cth)*.

“**PPSR**” means the Personal Property Securities Register established pursuant to the PPSA.

“**Products**” means the architectural hardware specified in any Order, which may include (without limitation) locks, keys, master keys, door handles, door closers, washroom equipment and sanitary equipment.

“**Related Body Corporate**” is as defined in section 9 of the *Corporations Act 2001 (Cth)*.

“**Representative**” means the officers, agents or employees of the Company or You (as the case may be).

“**Security Interest**” has the meaning given to it in section 12 of the PPSA.

“**You**” or “**Your**” or “**Customer**” means the entity to whom the Products are supplied.

2. Terms of Sale

2.1 The Products sold by the Company are sold on these Conditions. Upon placing an Order, You are deemed to

accept, and agree to be legally bound by, these Conditions. You agree that any terms and conditions referenced by you in any Order will only apply to the extent the Company has accepted those terms in writing. If they do apply, these Conditions will prevail to the extent of any inconsistency.

2.2 It is intended that all New Access Entities will have the benefit of these Conditions. You acknowledge and agree that You will only place and Order from a New Access Entity on the condition that these Conditions apply to that Order and that the New Access Entity will have the benefit of and may enforce these Conditions notwithstanding the fact that the New Access Entity was not a Related Body Corporate of Access Hardware Pty Ltd at the time these Conditions were these Conditions first applied.

3. Orders

3.1 It is Your responsibility to provide all current and accurate information necessary to enable supply of the Products listed in the Order and You are responsible for any costs arising directly or indirectly from any error or omission in that information or delay in providing that information.

3.2 All Orders must be made in writing unless otherwise agreed by the Company. You agree and acknowledge that if an Order is made verbally by any of Your Representatives, that Order will be deemed to have been made as if it was made directly by You and will bind You. Further, any Order (verbal or written) made by a Related Body Corporate of You, or the Representatives of the Related Body Corporate, binds You as well as the Related Body Corporate (jointly and severally).

3.3 The Company, without prejudice to any other rights it has against You, reserves the right to charge You for any costs or extra expenses incurred by the Company if an Order is varied or cancelled.

4. Price

4.1 A quotation is not an offer by the Company, and can be withdrawn or altered at any time without notice. Unless withdrawn or altered by the Company earlier, the quotation is valid for 30 days from the date of the quotation.

4.2 In respect of GST –

4.2.1 Unless otherwise expressly stated all prices quoted by the Company are GST exclusive.

4.2.2 In addition to the amount payable for the Products, You must pay to the Company an amount equal to any GST applicable to any taxable supply by the Company under these Conditions.

4.2.3 You must pay GST without deduction or set off of any amounts, at the same time and in the same manner as payment for the relevant supply of the Products.

4.2.4 You indemnify the Company for any loss that the Company may incur as a result of the incorrect payment or non-payment of any GST and associated fees and/or penalties.

5. Payment Terms

5.1 After receiving a binding Order, the Company may issue an invoice for the Products at the time the Product is completed and ready for collection / delivery (as applicable) whether or not You wish to collect / take delivery (as applicable) of the Products. You must pay in full the amount payable for the Products (as set out in the invoice) within 30 days of the end of the month in which the invoice is issued.

5.2 If Your Order is delivered in installments and you are waiting on further installments of Your Order to be delivered, You cannot refuse to pay an invoice of the Company on the grounds that an Order has not been fully delivered.

5.3 Credit will automatically be stopped if Your account is overdue.

5.4 If You fail to make any payment to the Company on the due date You are in breach of any of these Conditions or if You are, in the reasonable opinion of the Company Insolvent, then the Company is entitled:

- 5.4.1 to cease supply/production of the Products; and/or
- 5.4.2 deliver to You the Products (or any part thereof); and/or
- 5.4.3 stop any Products in transit; and/or
- 5.4.4 otherwise cease to perform any of its obligations to You,

and You must immediately pay to the Company all amounts due and payable to the Company, interest at the Default Rate, calculated daily and compounded monthly on and from the date such moneys first become due to and including the date of payment to the Company in full and all expenses incurred by the Company in enforcing these Conditions (including, without limitation, legal expenses, and all debt collection agency costs incurred by the Company on a full indemnity basis).

6. Delivery and Risk

- 6.1 The delivery times are estimates only and You agree, subject to law, that the Company is not liable for late delivery, non-delivery or for any loss, damage or delay caused to You from late or non-delivery of the Products, including but not limited to where the late delivery or non-delivery is caused by or contributed to by the negligence of the Company, its contractors or agents.
- 6.2 If You are unable or unwilling to accept delivery of the Products then You are liable for all storage costs, charges, expenses and additional delivery charges, with such amount to be paid as and when invoiced at the discretion of the Company.
- 6.3 Notwithstanding this clause 6, You or Your agent bear all risk of loss or damage to the Products upon and from delivery of the Products to You or at Your direction. You are responsible for effecting and maintaining all policies of insurance as it appropriate and any failure to do so is exclusively at Your risk.

7. Title

- 7.1 Title to the Products passes to You upon the Company receiving all amounts owing to it in respect of the Products, any other amounts owing to the Company and upon You meeting all of Your obligations in respect of these Conditions and all other contracts between the Company and You.
- 7.2 Until title passes to You, You acknowledge and agree that:
 - 7.2.1 You must store and identify the Products as the Company's property;
 - 7.2.2 upon demand from the Company, deliver up the Products and provide reasonable assistance to the Company's Representatives to repossess the Products;
 - 7.2.3 should the Products be lawfully repossessed by the Company, the Company reserves the right to keep or resell the Products; and
 - 7.2.4 if the Products are resold to a third person by You, You hold the sale proceeds on trust for the Company. You must hold the sale proceeds in a separate account and must not deposit in that account monies received from any other entity.

8. PPSA

- 8.1 All capitalised terms in this clause have the meanings given to them in the PPSA (unless defined otherwise in these Conditions).
- 8.2 As security for the payment in full of the amount(s) owing by You to the Company under these Conditions, You grant to the Company a Security Interest in the Products and any proceeds of sale of the Products. You acknowledge and agree that these Conditions evidence a Security Agreement and that the

Company may register on the PPSR a financing statement in relation to its Security Interest.

- 8.3 You agree that You receive value on the date of delivery of the Products and do not wish to postpone the attachment of the Security Interest granted under these Conditions. You consent to do anything the Company requires to ensure that its Security Interest is a perfected Security Interest in the form of a purchase money security interest (as defined in section 14 of the PPSA) and has priority to the fullest extent permitted at law.
 - 8.4 If you make payment to us at any time whether in connection with these Conditions or otherwise, we may, at our absolute discretion, apply that payment in any manner we see fit (e.g. we may apply payments that you make to past debts that you owe us instead of attributing that payment to the Products that you intended to pay for).
 - 8.5 You agree to immediately notify us of any changes to your name or address.
 - 8.6 You irrevocably grant to the Company the right to enter upon Your premises, without notice, and You will pay on demand any losses arising from, and any costs and expenses incurred in connection with registration of the Security Interest and/or any action taken by us to protect our Security Interest in the Secured Property) (i.e. the Products that we supply you under these Conditions).
 - 8.7 Any Security Interest will be a continuing and subsisting interest in the Collateral with priority to the fullest extent permitted by law over any other registered or unregistered Security Interest. You must keep the Products free of any charge, lien or Security Interest and You must not otherwise deal with the Products in a way that will or may prejudice any rights of the Company under these Conditions or the PPSA.
 - 8.8 You waive the right to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.
- ## 9. The Company's Warranties, Limitation of Liability and Indemnity
- 9.1 You may be entitled to the legal protections and compensation available to You under the ACL, including the Consumer Guarantees, which cannot be lawfully excluded and are not excluded or modified by these Conditions. The Company will comply with all applicable Consumer Guarantees.
 - 9.2 Except as expressly set out in these Conditions or in respect of the Consumer Guarantees, the Company makes no warranties or other representations in respect of the Products. The Company's liability in respect of the Products, whether for breach of agreement, negligence, breach of statutory duty or any other cause of action other than a breach of an applicable Consumer Guarantee in connection with the Services is limited to the fullest extent permitted by law.
 - 9.3 Where the Company is liable under the ACL, to the maximum extent permitted by law, the liability of the Company and its Representatives is limited to, in the case of a failure other than a major failure, at its option:
 - (A) the replacement of the Products or the supply of equivalent Products;
 - (B) the payment of the cost of replacing the Products or of acquiring equivalent Products;
 - (C) the repair of the Products; or
 - (D) the payment of the cost of having the Products repaired.
 - 9.4 To the extent permitted by law and in circumstances where the Consumer Guarantees do not apply, the Company and its Representatives are not be liable for any special, indirect or consequential loss or damage, which includes, without limitation, loss of profits and loss of revenue.

9.5 Subject to clause 9.1, You acknowledge that You do not rely on the skill or judgment of the Company as to whether or not the Products are fit for any particular purpose.

9.6 Subject to clause 9.1 You indemnify the Company from every liability, loss, damage, cost and/or expense directly or indirectly incurred or suffered by the Company caused by or contributed to or by any of the following:

9.6.1 the Company complying with any of Your instructions about the Products;

9.6.2 You making any statement about the Products (for example, about their performance or characteristics) without the Company's written approval;

9.6.3 any negligence or breach of duty or breach of these Conditions by You or any third party; or

9.6.4 Your, or any third party associated with the Customer's, failure to:

(A) adequately provide or display safety markings or safety information on or with the Products;

(B) comply with any law about the Products You use (for example, their sale, marketing, labeling or marking);

(C) take any reasonable precaution to bring to the attention of any potential users of the Products any dangers associated with Products;

(D) take any reasonable precaution to detect any matters in which the Company may become liable in any way (for example, under the ACL);

(E) provide correct information to the Company;

(F) immediately advise the Company (in writing) of any changes to the information provided to the Company; or

(G) correctly use, operate, repair or maintain the Products by You or any third party.

9.7 Subject to this clause 9, the Company extends to You the benefit of the express warranty, if any, provided to the Company by its suppliers in relation to the particular Products supplied by the Company to You pursuant to these Conditions.

10. Inspection and returns

10.1 You must inspect the Products at the time of collection / delivery (as applicable) and within 7 days of the date of collection / delivery (as applicable) notify the Company in writing of any damage or defect in the Products or of any non-compliance with description.

10.2 You warrant and acknowledge that unless You notify the Company as provided in sub-clause 10.1, You are deemed to have accepted the Products.

10.3 To the extent permitted by law and these Conditions, Products which have been ordered are non-returnable unless they are faulty. However, the Company may in its absolute discretion accept return of undamaged Products other than Non Stocked Products in their original condition and packaging within 60 days from the date of collection / delivery (as applicable).

10.4 If the Company accepts a return in accordance with clause 10.3, a restocking fee of 25% of the original purchase price may be deducted from any credit note.

11. Intellectual Property

11.1 To the extent that the Company owns intellectual property, copyright and design rights in and to the Products and any associated documentation, the Company will retain ownership of all those intellectual property, copyright and design rights in and to the Products and any associated documentation.

11.2 To the extent that the Company owns documentation produced in connection with the Products it will retain the ownership of any documentation produced in connection with the Products.

12. Privacy

12.1 You agree to the Company collecting, using and disclosing personal information of You for various purposes in accordance with its Privacy Policy (located at www.accesshardware.com.au/privacy as amended from time to time.

13. Force Majeure

13.1 If the Company is prevented (directly or indirectly) from supplying the Products (or any part thereof) by reason of acts of God, strikes, lockouts, trade disputes, fire, breakdown, delay in the manufacture of the Products, interruption of transport, government action, non-delivery of raw materials or any cause whatsoever (whether or not of a like nature to those specified above) outside its reasonable control, the Company is not liable to You whatsoever and the Company is entitled, in its absolute discretion, to give notice to You to either cancel the contract or extend the time for performance by the Company of its obligations.

14. General

14.1 These Conditions, the Credit Application and the Guarantee and indemnity constitute the entire agreement between the Company and You and any prior agreement or understanding between them in respect of the subject matter in this agreement, including any quotation, is superseded by, and are to be read subject to, these Conditions.

14.2 The Company may amend these Conditions from time to time. A copy of the most current Conditions can be found at www.accesshardware.com.au/terms.

14.3 These Conditions are governed by and construed in accordance with the laws of Victoria, Australia and the parties submit to the jurisdiction of the Victorian Courts and courts of appeal from them.

14.4 If a provision of these Conditions would, but for this clause, be unenforceable, the provision must be read down to the extent necessary to avoid the result and if the provision cannot be read down to that extent, it must be severed without effecting the validity and enforceability of the remainder of these Conditions.

14.5 A party waives a right relating to these Conditions only by notice in writing to the other party that it waives that right. A single or partial exercise or waiver of a right relating to these Conditions will not prevent any other exercise of that right or any other right.