



Restock Pty. Ltd.
 ACN 609 804 864
 33 Wright Rd
 Keilor Park Victoria 3042
 Telephone: 1300 300 188
 Fax: 1300 300 199
 Email: info@restock.com.au

CREDIT APPLICATION FORM

| | | | |
|------------------|-------------|----------|--|
| BUSINESS NAME | | DATE | |
| STREET ADDRESS | SUBURB/TOWN | POSTCODE | |
| STATE | TELEPHONE | FAX | |
| EMAIL ADDRESS | MOBILE | | |
| CONTACT NAME | ABN NUMBER | | |
| DELIVERY ADDRESS | | | |

COMPLETE SECTION 1 OR 2 WHICH EVER IS RELEVANT TO YOU.

Section 1. If you operate as an Individual or a Partnership.

| | | | |
|------------------------------|-------------|------------|--|
| INDIVIDUAL/PARTNER 1. | | | |
| SURNAME | | GIVEN NAME | |
| STREET ADDRESS | SUBURB/TOWN | POSTCODE | |
| INDIVIDUAL/PARTNER 2. | | | |
| SURNAME | | GIVEN NAME | |
| STREET ADDRESS | SUBURB/TOWN | POSTCODE | |

Section 2. If you operate as a Company or a Trust.

| | | | |
|----------------|---------------|----------|--|
| COMPANY NAME | | DATE | |
| STREET ADDRESS | SUBURB/TOWN | POSTCODE | |
| STATE | TELEPHONE | FAX | |
| EMAIL ADDRESS | MOBILE NUMBER | | |
| CONTACT NAME | ACN NUMBER | | |
| POSTAL ADDRESS | | | |

CUSTOMER PROFILE (To be completed by all customers)

| | | | |
|---|-------------------|--|--|
| TYPE OF BUSINESS | | YEAR BUSINESS COMMENCED | |
| NAME OF BANK | BRANCH | No. OF YEARS WITH BANK | |
| ACCOUNTANT NAME | TELEPHONE | NO. OF YEARS ACTED FOR YOU | |
| NUMBER OF PEOPLE EMPLOYED | BUSINESS PREMISES | <input type="checkbox"/> OWNED <input type="checkbox"/> RENTED | |
| IF PREMISES RENTED, GIVE LANDLORD/MANAGING AGENT NAME | | | |

Trade References Please provide details of three trade references, including contact person and telephone number.

| | | | |
|---------------|--|--------------|--|
| BUSINESS NAME | | CONTACT NAME | |
| BUSINESS NAME | | TELEPHONE | |
| BUSINESS NAME | | TELEPHONE | |

ACKNOWLEDGEMENT

I agree on my/the customers behalf, to Restock Pty Ltd's standard terms and conditions which are written on the following page.

SIGN HERE acknowledge that the above information is true and correct, and agree to Restock Pty Ltd's Standard Terms of Trade.

SIGN HERE PRINT FULL NAME

DATED ON BEHALF OF THE CUSTOMER: [] POSITION HELD WITHIN THE BUSINESS

PLEASE READ THIS IMPORTANT CLAUSE: You may be granted a limited interim credit amount so you can start trading with Restock while credit checks are in process.

RESTOCK TERMS OF TRADE

THE CUSTOMER

1. INTERPRETATION

In these terms of trade "The Customer" means the person (which expression includes any body corporate) specified above, or if no such person is specified, the person to whom these terms are provided by Restock Pty Ltd. "Restock Pty Ltd" means the person or entity trading as Restock including any successors of those persons or entity. "Goods" means any goods sold or provided to the Customer by Restock. "Special order" means any order for goods placed by the Customer with Restock in circumstances where such goods are not normally stocked by Restock.

2. TERMS TO BE CONTAINED IN EVERY AGREEMENT

These terms of trade shall apply to every provision of goods by Restock to the Customer. They constitute a full and complete statement of the agreement between Restock and the Customer and no modification or variation of any term of the agreement shall be binding unless it is made in writing and signed by Restock. The agreement shall not be modified or varied by the acknowledgement, receipt or acceptance by Restock of a purchase order form or other document containing Terms and Conditions put forward by the Customer. Nothing contained in these terms shall be read as excluding, restricting or modifying any conditions or warranties which are implied by legislation including, "Schedule 2 of the Competition and Consumer Act 2010" or any other legislation and which cannot be lawfully excluded, restricted or modified by agreement.

3. RESTOCK TO PROVIDE GOODS TO THE CUSTOMER

The Customer agrees that in return for Restock providing goods to the Customer from time to time it will pay Restock's fees and charges, such fees and charges (including GST) to be calculated based on Restock's schedule of charges applicable at the time of order, such schedule being available upon request.

4. PAYMENT BY CUSTOMER FOR GOODS

- a. Restock may, at its discretion, require that payment for the goods be made prior to delivery of the goods to the Customer;
 - b. In the event that Restock does not require payment from the Customer in advance of the goods being delivered than payment shall be due on the 25th day of the month following the provision of the goods to the Customer;
 - c. Should any amount payable under this agreement not be paid when due then Restock shall be entitled to interest on all sums overdue, calculated from the date the amount became due, at a rate equal to the rate at that time applicable pursuant to the Penalty Rate Interest Act 1983 (Vic), or any equivalent superseding legislation.
 - d. The customer hereby agrees to indemnify and/or reimburse Restock in relation to any costs incurred by Restock in attempting to recover amounts owed by the Customer to Restock pursuant to this agreement.
 - e. In the event that some, or all, of the costs incurred by Restock are legal costs, those costs shall be reimbursed by the Customer to Restock on a solicitor/ client basis and shall be recoverable from the Customer regardless of whether legal proceedings were issued by Restock against the Customer;
 - f. If the Customer is a Company it shall, should Restock require, arrange for one of its directors or such other persons as may be specified by Restock to complete the Directors Guarantee attached to this agreement and thereby guarantee the obligations of the Customer;
 - g. Payment shall be made by cash, bank cheque or otherwise by way of clear funds. Restock may at its sole discretion receive payment by way of credit card or cheque; and
 - h. Title to the goods does not pass for any goods on the due date specified in this agreement, Restock is irrevocably authorised by the Customer to enter the Customer's premises (or any other premises under the control of the Customer or as agent of the Customer if the goods are stored at such premises) and use reasonable force to take possession of the goods without liability for the tort or trespass, negligence or payment of any compensation to the Customer or anyone claiming through the Customer whatsoever.
- #### 5. DELIVERY OF GOODS
- Restock will endeavor supply the goods in a timely manner however unless otherwise agreed in writing provides no guarantee as to the timing of delivery of the goods. In the absence of an express written guarantee as to the timing of delivery no liability whatsoever shall exist on Restock part to the Customer in relation to any delay or failure to deliver the goods, (other than in the case of failure to deliver the goods at all, refund of any purchase price which may have been paid).

6. PERSONAL PROPERTY AND SECURITY ACT

- a. In respect to this clause 6, the term "the Customer" shall also mean the "grantor" as defined under the Personal Property Securities Act 2009.
- b. The customer acknowledges that it will grant Restock a security interest (preferably, a Purchase Money Security Interest) in all present and after acquired Goods supplied by Restock and their proceeds to secure all moneys owing to Restock now and in future in respect of the supply of Goods.
- c. The Customer undertakes to provide any information that Restock may reasonably require to enable Restock to perfect and maintain the perfection of Restock's security interest (including by registration of a financing statement).
- d. The Customer undertakes to immediately notify Restock in writing of any changes in the Customer's name and/or any other changes in the Customer's address, facsimile number, trading name or business practice). The Customer will not have the right to transfer any Goods provided by Restock to any potential purchaser or purchaser of the Customer's business, unless the Goods are first paid for in full to Restock.
- e. The Customer waives (and provides an on-going waiver of) the Customer's right to receive a verification statement in respect of any financing statement and agree to the extent permitted by law that where Restock has rights in addition to, or existing separately from those in Chapter 4 of the PPSA, those rights of the Customer as debtor under Sections 130, 132, 135 and 137 shall not apply to these Terms of Trade.
- f. The Customer waives the right to receive any notices dealing with the goods and default as far as the law allows.
- g. The Customer agrees to waive any rights associated with Section 143 of the PPSA so long as sale of the Goods (collateral) by the Customer to a third party has not occurred.
- h. The Customer will pay all costs, expenses and other charges incurred, expended or payable by Restock in relation to the filing of a financing statement or financing change statement in connection with these Terms of Trade.
- i. The Customer agrees that the Customer will not allow security interests to be created or registered over the goods in priority to the security interest(s) held by Restock.
- j. The Customer agrees to allow Restock to register a security interest over the security interest that the Customer may have over third parties so far as the law allows.
- k. The Customer agrees that in the event of external administration of the Customer, the

Customer will disclose the quantity/volume of Restock's Goods which are in manufactured/ commingled/mixed goods or otherwise which may be work in progress as at the date of appointment of the external administrator.

- k.1 In respect of the PPSA, Goods means all goods Restock supply to the Customer from time to time, provided that (but solely for the purpose of the application of the PPSA) where the goods supplied are the Customer's inventory, then all references to Goods in these Terms of Trade shall in respect of those goods, be read as references to inventory for so long as they are held as inventory and
 - k.2 Where the goods supplied are not, or are no longer held as, the Customer's inventory, then all references to Goods in these Terms of Trade shall, in respect of those goods mean the goods described in any one or more of the relevant order form, packing slip or invoice (or its equivalent, whatever called) prepared by Restock and relating to those goods, on the basis that each such order form, packing slip or invoice) or its equivalent) is deemed to be assented to by the Customer, incorporated in, and form part of these Terms of Trade, and
 - k.3 Unless the context requires otherwise, includes all proceeds of such Goods and any product or mass which the Goods subsequently become part of.
 - l. As far as the Personal Property Securities Act 2009 allows, Property and ownership in the Goods will not pass to the Customer but will remain in price of the Goods and all other amounts owing is made to Restock by the Customer.
 - m. Any risk in the Goods will pass at the time of delivery and the Customer must insure the Goods.
 - n. In the event that the Customer defaults under these Terms of Trade, Restock may in accordance with Clause 123 of the Personal Property Securities Act 2009 seize the Goods and in accordance with Clause 125 of the Personal Property Securities Act 2009 retain or dispose of the Goods. Divisions 3 and 4 under Chapter 4 of the Personal Property Securities Act 2009, will provide the rights of Restock in respect of retaining or disposing of the Goods.
 - o. In so far as the Personal Property Securities Act 2009 allows, the Customer acknowledges that if it mixes the Goods with other products or items or that the Goods are no longer separately identifiable, the Customer and Company will be owners in common of the new product and thereafter each party will have the right to share in any proceeds of sale. The proceeds of sale will be divided between the Customer and Company in accordance with their own respective value of contributed product or ingredient.
 - p. The authority of the Customer to sell the Goods does not extend to the making of any warranties or conditions which exposes Restock to liability to another person (except as to the price, the terms of payment and like provisions) and the Customer must ensure that to the full extent permitted by law of all conditions, warranties implied or imposed by law are excluded and where such a condition cannot be excluded that Restock's liability is limited to the full extent permitted by law.
 - q. In the event that the Customer is in default of payment for Goods, Restock has the right to appoint a receiver, manager, administrator under the Corporations Act 2001.
- #### 7. SEVERABILITY OF PROVISIONS
- Any provision or part of these terms which is deemed to be unenforceable shall be severable in whole or in part and shall not affect the remaining terms of the agreement or the portion of the particular term from which the part has not been severed.
- #### 8. EXERCISE OF RIGHTS
- a. No failure or delay on the part of Restock in exercising any of its rights under these terms shall operate as a waiver of any of those rights;
 - b. No single or partial exercise of any rights of Restock under these terms shall preclude the exercise of any rights it may have; and
 - c. The rights of Restock under this agreement are cumulative and not exclusive of any other rights that Restock may have whether under Statute or by virtue of common law.
- #### 9. GOVERNING LAW
- The rights and obligations of Restock and the Customer under these general terms shall be governed in all respects by the Laws of the State of Victoria.
- #### 10. COMPETITION AND CONSUMER ACT 2010
- a. Where the Terms of Trade would otherwise be subject to the Competition and Consumer Act 2010 ("Act"), the Customer agrees that the Customer is acquiring the Goods for business purposes and that the Act does not apply to the supply of the Goods to the Customer.
 - b. If the Customer is a consumer as defined in section 4B of the Competition and Consumer Act 2010, and the Customer has not contracted out of the Act under Clause 10(a) of these Terms of Trade, nothing in these Terms of Trade will limit any rights the Customer may have under this Act.
- #### 11. PRIVACY ACT 1988
- a. The Customer agrees that this information is being collected in accordance with the Privacy Act 1988 and that the Customer has rights of access to and correction of personal information held by Restock. The Customer agrees and authorizes Restock to obtain or divulge any information about the Customer from or to any third party in the course of our business activities including credit assessment, debt collection, and direct marketing activities.
 - b. The Customer and the Customer's guarantor/s authorize Restock to collect and hold personal information from any source Restock considers appropriate for the purposes of considering your credit worthiness, marketing activities, debt collection purposes and any other purpose related to Restock providing goods to the Customer. The Customer further authorise Restock to disclose personal information held by Restock to any third party for the purposes set out above. The Customer understands that the Customer has a right of access and may request correction of personal information held by Restock about the Customer.
- #### 12. CANCELLATION
- a. In the case of special orders those orders may not be cancelled by the customer and the customer shall be compelled to take delivery of the goods and make payment of the purchase price in accordance with the terms of this agreement; and
 - b. In the event of cancellation of orders other than special orders the Customer shall be liable to pay Restock a "restocking fee" such amount being the equivalent of 20% of the value of the order.



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DIRECTORS GUARANTEE & INDEMNITY

Restock Pty Ltd recommends that you obtain independent legal and accounting advice prior to executing this Directors Guarantee & Indemnity.

To: **Restock**

I, the undersigned, in consideration of you agreeing to provide goods to the Customer hereby covenant with you and your successors and assigns as follows:

1. I guarantee the performance and observance of the terms and conditions outlined in Restock terms of trade on the part of the Customer and hereby specifically agree and declare that this Guarantee shall be a continuing Guarantee and shall in no way be avoided, released or affected and shall remain in full force and effect notwithstanding any time or indulgence given or allowed to the Customer by you or any variation of the terms and conditions, irrespective of whether I have consented to or received notice of any such time, indulgence or variation.
2. I indemnify you against all losses, costs and expenses whatsoever (including but not limited to any legal costs and disbursements on a solicitor and client basis) which may be incurred by you by reason of any default on the part of the Customer in the performance and observance of the terms and conditions on the Customers part contained in the general terms and conditions of trade.
3. This Guarantee shall be enforceable against me by you notwithstanding any action that you may take against the Customer in pursuance of your rights under the terms of trade
4. You may at any time grant to the Customer any time or indulgence and may compound or compromise with or release the Customer, without releasing, discharging or affecting the liability of me under this Guarantee irrespective of whether I have consented to or received notice of any such act, matter or thing.
5. You may act as though I were the Customer and I hereby waive any and all of our rights as surety which may at any time be inconsistent with the provisions of the Guarantee herein contained.
6. I undertake to exercise my power as director of the Customer to ensure its compliance with the provisions of the general terms and conditions of trade.
7. Any claim or right that you may have against the Customer shall in all respects take priority over any similar or competing right that I may have against the Customer under the general terms and conditions of trade or otherwise how soever arising.
8. A certificate signed by any of the Directors, Secretary, Manager or Authorised Officers of Restock shall be prima facie evidence of the amount of the indebtedness and liability mentioned in such certificate.
9. I agree that to secure payment of any money owed from time to time by the Customer to restock:
(a) I charge all real and personal property owned by me now or in the future for all amounts owing under this Directors Guarantee & Indemnity from time to time and the compliance of all obligations secured by this Directors Guarantee & Indemnity; and
(b) If required by Restock and without affecting the charge created under subclause 1, I will execute and deliver to Restock a Mortgagee over all or any of my property on the terms and conditions as Restock requires.

SIGNED BY: SIGN HERE:
(Print name of Person Signing) (Signature)

IN THE PRESENCE OF: WITNESS SIGNATURE:
(Print name of Person Signing) (Witness to Sign here)