

Executive Distributors Pty Ltd ABN: 63 669 084 824 • ACN: 145 746 354 14-16 Croft Crescent, Harristown, Toowoomba QLD 4350 Phone: (07) 4613 4455 • Fax: (07) 4613 5577 Email: accounts@exd.net.au • Web: www.exd.net.au

# **CREDIT ACCOUNT APPLICATION**

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached

Customer's Details: ☐ Individual ☐ Sole Trader ☐ Trust ☐ Partnership ☐ Company ☐ Other:								
Full or Legal Name:								
Trading Name (if different from above):								
Physical Address:		State:	Postcode:					
Billing Address:					State:	Postcode:		
Email Address:								
Phone No:	F	Mobile No:						
Personal Details: (please complete if you are an Individual)								
D.O.B. Driver's Licence No:								
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)								
ABN:	N: ACN:					Date Established (current owners):		
Nature of Business:								
Paid Up Capital: \$ Estimated Monthly Purchases: \$					Credit Limit Required: \$			
Principal Place of Business is: ☐ Rented ☐ Owned ☐ Mortgaged (to whom):								
Directors / Owners / Trustee (if more than two, please attach a separate sheet)								
(1) Full Name:					D.O.B.			
Private Address:					State:	Postcode:		
Driver's Licence No: Phone No:					Mobile No:			
(2) Full Name:					D.O.B.			
Private Address:					State:	Postcode:		
Driver's Licence No:		Mobile No:						
Account Terms: Following invoice: ☐ 7 Days ☐ 14 Days ☐ 30 Days from EOM in which invoice is given ☐ COD ☐ Other:								
Purchase Order Required? ☐ YES ☐ NO Accounts to be emailed? ☐ YES ☐ NO								
Accounts Email Address:								
Accounts Contact:					Phone No:			
Bank and Branch:					Account No:			
Trade References: (please provide companies that are willing to do trade references)								
Nam	Name: Address:					Phone / Fax / Email:		
1.								
2.								
3.								
I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Executive Distributors Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.								
SIGNED (CUSTOMER): SIGNED (EXECUTIVE DISTRIBUTOR):								
Name: Name:								
Position: Position: Position:								
Signed:         Name:         Date:								
OFFICE USE ONLY								
Account / Ref. No.	CREDIT LIMIT		AP	PROVED BY	DATA INPUTTED	DATE		
	\$					1 1		

## Executive Distributors – Terms & Conditions of Trade under these terms and conditions (including, but not limited to, the payment of any money). The Customer indemnifies Executive Distributors from and against all Executive Distributors' costs and disbursements including legal 18.2 costs on a solicitor and own client basis incurred in exercising Executive Distributors rights under this clause. The Customer inervocably appoints Executive Distributors and each (a) director of Executive Distributors and Executive Distributors and each (a) the customer inervocably appoints Executive Distributors and the Customer's to give effect to the (c) storney's benefit and executive Distributors and each (a) the customer in the Customer's behalf. Defects Warranties and Returns. Commetrifician and Consumer (d) credit information (e.g. name, address, D.O.B. occupation, previous credit applications, credit history) about the Customer in relation to credit provided by Executive Distributors. The Customer agrees that Executive Distributors may exchange information about the Customer with those credit providers and with related body corporates for the following purposes: to assess an application by the Customer, and/or to notify other credit providers of a default by the Customer, and/or to notify other credit providers of a default by the Customer, and/or of this credit account, where the Customer is in default with other credit providers; and/or to assess the creditvorthiness of the Customer including the Customer's repayment history in the preceding two (2) years. The Customer consents to Executive Distributors being given a consumer credit report to collect overdue payment on commercial credit. Definitions "Executive Distributors" means Executive Distributors Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Executive Distributors Pty Ltd. Customer means the person's or any person acting on behalf of and with the authority of the Customer requesting Executive Distributors to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and: Executive Distributors' sole discretion, the cost of delivery is her included in the Price or is in addition to the Price. livery of the Goods to a third party nominated by the Customer is amed to be delivery to the Customer for the purposes of this contract. Any time specified by Executive Distributors for delivery of the Goods is an estimate only. The Customer must take delivery by 13-receipt or collection of the Goods whenever they are tendered for delivery. Executive Distributors will not be liable for any loss or delivery. Executive Distributors will not be liable for any loss or delivery. Executive Distributors will not be liable for any loss or delivery. Executive Distributors shall be entitled to 14. Goods as arranged time Executive Distributors shall be entitled to 14. Risk are are associated for redelivery and/or storage. 14.1 Risk of damage to or loss of the Goods passes to the Customer on document on the Customer's behalf. Defects, Warranties and Returns, Competition and Consumer (d) Act 2010 (CCA) The Customer must inspect the Goods on delivery and must within forty-eight (48) hours of delivery notify Executive Distributors in writing of any evident defectionage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other allegale defect in the Goods as soon as reasonably and the Customer must allow Executive Distributors to notification the Customer must allow Executive Distributors to (a) if there is more than one Customer, is a reference to each Customer If there is more unan one consumer, or including an information in the Customer is a part of a Trust, shall be bound in their capacity as a trustee, are as a trustee, and includes the Customer's executors, administrators, successors and 8.1 charge a reasonable fee for redelivery and/or storage. Risk R Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, Executive Distributors is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Executive Distributors is sufficient evidence of Executive Distributors to receive the insurance proceeds without the need for any person dealing with Executive Distributors to make further enquiries. If the Customer requests Executive Distributors to aleave Goods outside Executive Distributors premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk. Product Specifications. (c) includes the Customer's executive, summers, and the Customer's request from time to 8.2 time (where the context so permits the store). 8.2 time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other). Price' means the Price payable (plus any GST where applicable) for the Goods as agreed between Executive Distributors and the Customer in accordance with clause 6 below. consumer credit report to collect overdue payment on commercial credit. The Customer agrees that personal credit information provided may be used and retained by Executive Distributors for the following purposes (and for other agreed purposes or required by): the provision of Goods; and/or analysing, verifying and/or checking the Customer's credit, payment and/or status in retalion to the provision of Goods, and/or processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer and/or in relation to the Cooling of the collection of amounts outstanding in relation to the Goods. 1.3 notification the Customer must allow Executive Distributors to (a) inspect the Goods (b) under applicable State. Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied (c) guarantees and warranties (including, without minitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Mon-Excluded Guarantees). Executive Distributors acknowledges that nothing in these terms 18.5 and conditions purports to modify or exclude the Non-Excluded Guarantees. 1.4 1.5 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth). enabling the collection of amounts outstanding in relation to the Goods. Executive Distributors may give information about the Customer to a CRB for the following purposes: to obtain a consumer credit report. Solve the CRB for the following purposes: to obtain a consumer credit report. The information given to the CRB may include: personal information given to the CRB may include: the information given to the CRB may include: personal information as outlined in 16.1 above; name of the credit provider and that Executive Distributors is a current credit provider is a licensee; type of consumer credit; details concerning the Customer's application for credit or commercial credit (e.g. date of commencementhermination of the credit account and the amount requested); details concerning the Customer's application for credit or commercial credit (e.g. date of commencementhermination of the credit account and the amount requested); details concerning the Customer's application for credit or commercial credit (e.g. date of commencementhermination of the credit account and the amount requested); details concerning the Customer's application for credit or commercial credit (e.g. date of commencementhermination of the credit account and the amount requested) overdue accounts, land has been made and debt recovery action commenced or alternatively that the Customer via the commenced or alternatively that the Customer no longer has any overdue accounts and Executive Distributors has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments), information that, in the opinion of bisecutive Distributors, the oducin that the amount of the Customer's overdue enyment is equal to or more than one hundred and fifty dollars Stato), ment securitive Distributors with the consumer securities of the commenced or any incorrect information; and that Executive Distributors with request that Executive Distributors correct any incorrect information; and that Executive Distributors with the subparticu Ceptance B Customer is taken to have exclusively accepted and is mediately bound, jointly and severally, by these terms and nditions if the Customer places an order for or accepts delivery of 9, 9,1 Executive Distributors may give information about the Customer to a CRB for the following purposes: Guarantees. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Executive Distributors makes no warrantles or other representations under these terms and conditions including but not limited to the quality or suitability the Goods. Executive Distributors' liability in respect of them. The Customer acknowledges that all descriptive specifications, fluxitations, drawings, data, dimensions, ratings and weights stated in Executive Distributors or the manufacturer's fact sheets, price lists or advertising naterial, are approximate only and are given to way of identification only. The Customer shall not be entitled to rely the Goods. These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Customer and Executive Distributors. 2.2 Customer and Executive Distributors. These terms and conditions are meant to be read in conjunction with the Terms and Conditions posted on Executive Distributors' website. If there are any inconsistencies between the two documents then the terms and conditions contained in this 10 document stall prevail. The Customer acknowledges and accepts that the supply of Conditions or the control of the Condition of the C the Goods. Executive Distributors' liability in respect of these (b) warranties is limited to the fullest extent permitted by law. If the Customer is a consumer within the meaning of the CCA, (c) Executive Distributors' liability is limited to the extent permitted by (d) section 644 of Schedule 2; required to replace the Goods under this filt executive Distributor's required to replace the Goods under this filt executive Distributors are presented to the second of the consumer viet of the Goods and the consumer viet of the distributors' liability for any defect or damage in the Goods is: way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by Executive Distributors. 2.3 by description, and does not form part of the contract, unless 14.5 expressly stated as such in writing by Executive Distributors. Export Contracts In the event that the Goods are exported, delivery of the Goods may 14.6 be subject to either a FOB Contract or CIF Contract. In the event of a FOB Contract the following shall apply: the Goods shall be delivered to the Customer by delivery on board 14.7 the Goods shall be delivered to the Customer by delivery on board 14.7 bistributors shall promptly north the Customer that the Goods have been delivered aboard. Title (subject to clause 11) to, and risk in the (Goods shall paps to the Customer upon such delivery being effected. Executive Distributors shall promptly provide the Customer with a clean shipped bill of lading in respect of the Goods; the Customer shall reserve the necessary space on board the agreed upon mode of transport and give Executive Distributors due (c) notice of the loading beth and any revised delivery dates. The Goods on the delivery date of the agreed upon mode of transport being available to load the Goods on the delivery date the Coods on the delivery date the Coods on the delivery date of the agreed upon mode of transport on or before the delivery date. Executive Distributors shall procure a contract of carriage and the gareed upon mode of transport on the force the delivery date. Executive Distributors shall procure a contract of carriage and the gareed upon mode of transport on the defort the delivery date. Executive Distributors shall procure a contract of carriage and the gareed upon mode of transport on the defort the delivery date. Executive Distributors shall procure a contract of carriage and the gareed upon mode of transport on the defort the delivery date. Executive Distributors shall procure a contract of carriage and the gareed upon mode of transport on the defort the delivery date. Executive Distributors shall procure a contract of carriage and the state of the benefit of the Customer. Executive Distributors shall procure a co EXECUTIVE DISTITUTION BOWNING AND ANY ACTION CONSTRUCTION CONSTRUCTION OF THE PROVIDED THE PROVI all such cases Executive Distributors will notify the Customer in advance of any such substitution. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Stransactions (Queensland) Ad 2001 or any other (b) applicable provisions of that Act or any Regulations referred to in that Act. otherwise negated absolutely. Subject to this clause 14, returns will only be accepted provided ors and Omissions 18.7 the Customer has complied with the provisions of clause 14.1: and Executive Distributors has agreed that the Goods are defective; and the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and the Goods are returned with a close a condition to that in which they (b) were delivered as is possible. Notwithstanding clauses 14.1 to 14.8 but subject to the CCA, 18.8 Executive Distributors shall not be liable for any defect or damage which may be caused or or articles as a result of: 18.7 Errors and Umissions The Customer acknowledges and accepts that Executive Distributors shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): resulting from an inadvertent mistake made by Executive (a) Distributors in the formation and/or administration of this contract; (a) and/or contained in/omitted from any literature (hard copy and/or electronic) supplied by Executive Distributors in respect of the trade tor the benefit of the Customer. Executive Distributors shall promptly tender to the Customer a dean shipped till of lading, the insurance policy and an invoice in respect of the Goods. The Customer shall accept the documents tendered by Executive (b) Distributors if they correspond to this contract and take delivery of the Goods at the port of destination and bear all other costs and (c) charges arising out of shipment of the Goods to the port of destination. which may be caused or partly caused by or arise as a result of: the Customer failing to properly maintain or store any Goods, the Customer using the Goods for any purpose other than that for 18.9 which they were designed: Services. In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or (b) willful misonalcut of Executive Distributors; the Cuspmer shall not be entitled to treat this contract as repudated nor render it invalid. with clause 3.1, and is not attributable to the negligence and/or (b) williul misconduct of Executive Distributors, the Customer shall not be entitled to treat this contract as repudated nor render it invalid. Online Ordering The Customer acknowledges and agrees that Executive Distributors does not guarantee the websites 11. Provided the activities of the contract and agrees that Executive Distributors does not guarantee the websites 11. Provided the activities of the contract and the contract and contract the Customer using the Goods for any purpose other than that for which they were designed; the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user. 19. The provided by Executive Distributors of God. In the case of second hand Goods, unless the Customer is a 19.1 consumer under the CCA, the Customer acknowledges that it has consumer under the CCA, the Customer acknowledges that it has and full opportunity to inspect the second hand Goods prior to delivery and accepts them with all faults and that to the extent to permitted by law no warranty is given by Executive Distributors as to the quality or suitability for any purpose and any implied warranty, considered the Customer with the second hand Goods and calculated the Price of the second hand Goods in reliance of this dause 4.1 to. Executive Distributors may in its absolute discretion accept non-defective Goods for return in which case Executive Distributors may 19.2 require the Customer to pay handling fees of up to ten percent (10%) of the value of the returned Goods plus my freight costs. Notwithstanding anything contained in this dause if Executive 20.1 Distributors will only accept a return on the conditions imposed by Intellectual Property (b) ure Customer has paid Executive Distributors all amounts owing to Executive Distributors; and the Customer has met all of its other obligations to Executive Distributors. the Customer has met all of its other obligations to Executive Distributors. Receipt by Executive Distributors of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, deared or recognised. It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 11.1: It is further agreed that, until ownership of the Goods and must return the Goods to Executive Distributors or request. It is considered that the Customer holds the benefit of the Customer's insurance of the Goods on trust for Executive Distributors and must pay to Executive Distributors and must pay to Executive Distributors and proceeds of any insurance in the event of the Goods to the Customer must not self, dispose, or otherwise part with possession of the Goods there than in the ordinary course of business and for market value. If the Customer selfs disposes or arist with possession of the Goods that the Customer must hold the proceeds of any such act on trust for Executive Distributors and must pay or deliver the proceeds to Executive Distributors and emand. stated in this contract, if sent by facisimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission. If it is not by facisition to the other party's last known email address. Any notice that is posted shall be deemed to have been served, and the provision of the transmission, and the time when by the ordinary course of post, the notice would have been delivered. Trusts If the Customer at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Executive Distributors any have notice of the Trust, the Customer coverants with Executive Distributors as follows: The Customer coverants with Executive Distributors as follows: The Customer and the provisions of the Trust of the trust fund; the Customer has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do enter into the contract and the provisions of the Trust do enter into the contract and the provisions of the Trust do enter into the contract and the provisions of the Trust do enter into the contract and the provisions of the Trust do easy the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity. If the Customer will not without consent in writing of Executive Distributors (Executive Distributors will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following (i) the removal, replacement or retirement of the Customer as if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the that law. Intellectual Property Where Executive Distributors has designed, drawn or developed (a) Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of Executive (b) Distributors. Under no circumstances may such designs, drawings and documents be used without the express written approval of Executive Distributors. The Customer warms and the designs of average of the control of the Customer's order and the Customer agrees to (c) indemnify Executive Distributors or respect of any such infringement. The Customer agrees that Executive Distributors any (at no cost) use for the purposes of marketing or entry into any competition, any must pay or deliver the proceeds to Executive Distributors and 15.1 or demand. The Customer should not convert or process the Goods or intermix the Customer should not convert or process the Goods or intermix the Customer holds the resulting product on trust for the benefit of Executive Distributors and must sel, dispose of or return the 15.2 resulting product to Executive Distributors as its of directs. The Customer inevocably authorises Executive Distributors believes the Goods are kept and recover possession of the Goods. Executive Distributors believes the Goods are kept and recover possession of the Goods. Executive Distributors believes the Goods are kept and recover possession of the Goods. Executive Distributors may recover possession of any Goods in transit whether or not delivery has occurred. The Customer shall not charge or grant any interest in the Goods while they remain the property of Executive Distributors. Executive Distributors may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the 16.1 Goods has not passed to the Customer. Personal Property Securities Act 2009 ("PPSA") In this clause financing statement, financing change statement, in security agreement, and security interest has the meaning internit to it by the PPSA. as indicated on any invoice provided by Executive Distributors to the Customer; or the Price as at the date of derivery of the Goods according to Executive Distributors' current price list; or Executive Distributors' quoted price (subject to clause 6.2) which (e) will be valid for the period staded in the quotation or otherwise for a Distributor of the period staded in the quotation or otherwise for a Distributor of the Price of a constraint of Executive Distributors advantation is requested. Any variation from the plan of scheduled Services or specifications of Goods (including, but not limited to, any variation as a result of fluctuations in foreign currency rates of exchange and/or international freight and insurance charges for foreign sourced (n) components or as a result of increases to Executive Distributors in the cost of materials and labourly will be charged for on the basis of Executive Distributors (quotation and will be shown as variations on 12. (b) (c) 6.2 consent), cause, perima, or some or inspection, or events; (i) the removal, replacement or retirement of the Customer as trustee of the Trust; (ii) any alteration to a variation of the terms of the Trust; (iii) any alvancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property. General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor The Customer agrees that Executive Distributors may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Executive Distributors has oreated for the Customer. Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when 21. payment becomes due, until the date of payment, at a rate of two 21.1 and a half percent (2.5%) per Calendar month (and at Executive Distributors' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. Customer shall indemnify Executive Distributors from and against all costs and disbursements incurred by Executive Distributors in recovering the debt (including but not limited to internal 21.2 administration fees, legal costs on a solicitor and own client base. Executive Distributors' contract default fee, and bank dishonour fees). (iv) any resettlement of the trust property. General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality be invalid, void, illegal or unenforceable the validity, existence, legality be invalid, void, illegal or unenforceable the validity, existence, legality shall be governed by the laws of Queensland, the state in which executive Distributors has its principal place of business, and are subject to the jurisdiction of the courts of Queensland. Business, and are subject to the jurisdiction of the courts of Queensland. Subject to clause 14, Executive Distributors shall be under no inability whatsover to the course of Queensland. Subject to diause 14, Executive Distributors shall be under no inability whatsover to the customer for any indirect and/or consequential loses afforced to damages which under no circumstances shall exceed the Price of the Goods). Executive Distributors may licence and/or assign all or any part of the Customer's consent. The Customer and/or obligations under this contract without the Customer's consent. The Customer standard. Executive Distributors may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Customer agrees that Executive Distributors. Executive Distributors. Executive Distributors is a buscomer and understands that they have no authority to give any instruction to any of Executive Distributors. The customer agrees that Executive Distributors may amend these characteristics and the proposal the cost of materials and labour) will be charged for on the basis of Executive Distributors' quotation and will be shown as variations on 12. the invoice. The Customer shall be required to respond to any 12.1 variation submitted by Executive Distributors to add the variation submitted by Executive Distributors to add the properties of the properties o security agreement, and security interest has the meaning given to they the PFSA. Upon assenting to these terms and conditions in writing the 16.2 Customer acknowledges and agrees that these terms and conditions constitute a security represent for the purposes of the conditions constitute as security represent to the purposes of the condition of the customer undertakes to: promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Executive Distributors may reasonably require to: 6.3 administration fees, legal costs of a solicitor and own client basis. Executive Distributors contract default fee, and bank dishonour fees). Further to any other rights or remedies Executive Distributors may have under this contract, if a Customer has made payment to Executive Distributors. And the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Executive Distributors under this dates of where it can be proven to the customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Executive Distributors under this dates of the customer of the Executive Distributors obligations under this contract. Without prejudice to Executive Distributors of the remedies at law Executive Distributors shall whether or not due for payment, become immediately payable if. 21.6 any money payable to Executive Distributors becomes overdue, or in Executive Distributors of point on the customer with the acceeded any applicable credit limit provided by the Customer becomes insolvent, convense a meeting with its 21.7 creditors or proposes or enters into an arrangement with reditors, or makes an assignment for the benefit of its creditors, or a receiver, manager, iguidator (provisional or otherwise) or similar person is appointed in respect of the Customer. 21.8 time to; register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; register any other document required to be registered by the PFSA; or neuror celuvery or the Goods; by way of installments in accordance with Executive Distributors payment schedule; payment for approved Customers shall be due fourteen (14) or thirty (30) days following the date of invoice or thirty (30) days following the date of invoice or thirty (30) days following the end of the month in which a statement is delivered to the (b) Customer's address or address for notices or the date specified or any invoice or other form as being the date for the date specified or any invoice or other form as being the date for failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Executive (c) Distributors. Payment may be made by cash, cheque, bank cheque, (d) electronicon-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and Executive Distributors. The Customer shall not be entitled to set off against, or deduct from the Frice, any sums owed or claimed to be owed to the Customer because part of that invoice is in dispute. Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Executive Distributors must pay for any 12.5 supply by Executive Distributors under this or any other contract on the same time and on the same basis at the Customer must pay end of the same time and on the same basis as the Customer pays the Price. In addition, the 12.7 Customer must pay any often amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the 12.7 Customer must pay any often amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the 12.7 Customer must pay any other contract of the 3 often amounts, at the same time and to the Price. Distributors of the Customer of the Customer for mounts, at the same time and the surface of the Customer of the Customer for mounts at the time that: the Customer or the Customer or for mounts at the tim PSA; or (iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(iii); indemnify, and upon demand reimburse, Executive Distributors for (a) all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged (b) threadby. (e) Register established by the PPSA or releasing any Goods charged (b) thereby, not register a financing change statement in respect of a security (c) interest without the prior written consent of Executive Distributors; not register, or permit to be registered, a financing statement to a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Executive Distributors of any material change in 17. its business practices of selling the Goods which would result in a 17.1 change in the nature of proceeds derived from such sales. Executive Distributors and the Customer agree that sections 96. Executive Distributors and the Customer agree that sections 96. The Customer agreement of the country agreement of the customer agreement of the Customer agreement of the proceeds of the customer agreement of the Custome (f) 6.7 Detison is depondent. Cancellation Without prejudice to any other remedies Executive Distributors may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and 21.9 conditions Executive Distributors may suspend or terminate the supply of Goods to the Customer. Executive Distributors will not be liable to the Customer Executive Distributors will not be cause Executive Distributors has exercised its rights under this clause. 6.8 created by these terms and conditions. The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 182(4) of the PPSA. The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA. The Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA. The Customer must unconditionally any actions taken by Subject to any express provisions to the contrary (including those confained in this clause 12) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA. because Executive Distributors has exercised its rights under this clause. Executive Distributors may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Executive Distributors shall repay to the Customer cancel and the C

Security and Charge
In consideration of Executive Distributors agreeing to supply the
Goods, the Customer charges all of its rights, title and interest
(whether joint or several) in any land, realty or other assets capable
of being charged, owned by the Customer either now or in the
future, to secure the performance by the Customer of its obligations

17.4

The Customer agrees for Executive Distributors to obtain from a credit reporting body (CRB) a credit report containing personal

applicable in account on the Trice.

12.8 Delivery of Goods
Delivery (Delivery) of the Goods is taken to occur at the time that: the Customer or the Customer's or the Costs at Executive Distributors address, or Executive Distributors address, or Executive Distributors address, or oninated carriery delivers the Goods to the Customer's nominated address even if the Customer is not present at the address Executive Distributors to 13. Welling the Customer of the Customer's produced address even if the Customer's produced address. Executive 13.1 Distributors shall be taken to have delivered the Goods in accordance with this contract if at the agreed address. For death of the Customer's produced address for delivery Executive Distributors obtains from any person a receipt or a signed

(b)

## Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Executive Distributors Pty Ltd and its successors and assigns ("Executive Distributor") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

## I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- 1. GUARANTEE the due and punctual payment to Executive Distributor of all moneys which are now owing to Executive Distributor by the Customer and all further sums of money from time to time owing to Executive Distributor by the Customer in respect of goods and services supplied or to be supplied by Executive Distributor to the Customer or any other liability of the Customer to Executive Distributor, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with Executive Distributor, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to Executive Distributor the Guarantor will immediately on demand pay the relevant amount to Executive Distributor. In consideration of Executive Distributor agreeing to supply the Goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to Executive Distributor registering any interest so charged. The Guarantor irrevocably appoints Executive Distributor and each director of Executive Distributor as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which Executive Distributor may reasonably require to:
  - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
  - (b) register any other document required to be registered by the PPSA or any other law; or
  - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
- 2. HOLD HARMLESS AND INDEMNIFY Executive Distributor on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, Executive Distributor in connection with:
  - (a) the supply of goods and/or services to the Customer; or
  - (b) the recovery of moneys owing to Executive Distributor by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to Executive Distributor's nominees costs of collection and legal costs; or
  - (c) moneys paid by Executive Distributor with the Customer's consent in settlement of a dispute that arises or results from a dispute between, Executive Distributor, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by Executive Distributor to the Customer.

### I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 3. I/We have received, read and understood Executive Distributor's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- 4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to Executive Distributor by the Customer and all obligations herein have been fully paid satisfied and performed.
- 5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Executive Distributor's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to Executive Distributor, each Guarantor shall be a principal debtor and liable to Executive Distributor accordingly.
- 6. If any payment received or recovered by Executive Distributor is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Executive Distributor shall each be restored to the position in which they would have been had no such payment been made.
- 7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- 8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to Executive Distributor.
- 9. I/we irrevocably authorise Executive Distributor to obtain from any person or company any information which Executive Distributor may require for credit reference purposes. I/We further irrevocably authorise Executive Distributor to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with Executive Distributor as a result of this Guarantee and Indemnity being actioned by Executive Distributor.
- 10. The above information is to be used by Executive Distributor for all purposes in connection with Executive Distributor considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1 SIGNED:	GUARANTOR-2 SIGNED:			
FULL NAME:	FULL NAME:			
HOME ADDRESS:	HOME ADDRESS:			
DATE OF BIRTH:	DATE OF BIRTH:			
SIGNATURE OF WITNESS:	SIGNATURE OF WITNESS:			
NAME OF WITNESS:	NAME OF WITNESS:			
OCCUPATION:	OCCUPATION:			
PRESENT ADDRESS:	PRESENT ADDRESS:			
EXECUTED as a Deed this day of 20	EXECUTED as a Deed this day of 20			

- Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
  - 2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member.