



CREDIT APPLICATION

This application for credit if approved is granted on the basis of and in reliance upon the following information and subject to the "Terms & Conditions of Sale" page 4. Please complete the following accurately & return it to your nearest branch see page 3.

FULL REGISTERED COMPANY NAME A.B.N.

A.C.N.

TRADING NAME:

PREVIOUS NAME OF BUSINESS (if changed within the past 2 years).....

FULL BUSINESS ADDRESS (Not P O Box)

POST CODE.....

ADDRESS FOR ACCOUNTS.....

POST CODE PHONE FAX

EMAIL EXPECTED AVERAGE MONTHLY VALUE OF ACCOUNT? \$

TYPE OF BUSINESS..... HOW LONG ESTABLISHED?.....

BANKER: NAME OF BANK BRANCH PHONE No

HOME OWNED or RENTED (please circle)

1 IF SOLE TRADER – FULL NAME.....

ADDRESS..... POST CODE..... owned
rented

PHONE No..... DRIVERS LICENCE No..... DATE OF BIRTH.....

ARE BUSINESS PREMISES MORTGAGE FREEHOLD LEASED – LESSOR NAME.....

2 IF A PARTNERSHIP – NAME AND HOME ADDRESS OF EACH PARTNER HOME OWNED or RENTED (please circle)

NAME..... ADDRESS.....

PHONE No..... DRIVERS LICENCE No..... DATE OF BIRTH..... owned
rented

NAME..... ADDRESS.....

PHONE No..... DRIVERS LICENCE No..... DATE OF BIRTH..... owned
rented

NAME..... ADDRESS.....

PHONE No..... DRIVERS LICENCE No..... DATE OF BIRTH..... owned
rented

ARE BUSINESS PREMISES MORTGAGE FREEHOLD LEASED – LESSOR NAME.....

3 IF A COMPANY – REGISTERED OFFICE.....

CAPITAL ISSUED: \$..... PAID UP CAPITAL: \$..... HOME OWNED or RENTED (please circle)

NAME & HOME ADDRESS OF EACH DIRECTOR (It is necessary to notify any change in Directors or Company details)

NAME..... ADDRESS..... owned
rented

PHONE No..... DRIVERS LICENCE No..... DATE OF BIRTH.....

NAME..... ADDRESS..... owned
rented

PHONE No..... DRIVERS LICENCE No..... DATE OF BIRTH.....

NAME..... ADDRESS..... owned
rented

PHONE No..... DRIVERS LICENCE No..... DATE OF BIRTH.....

IS THE APPLICATION A TRUST? – IF SO PROVIDE DETAILS OF THE TRUSTEE CORPORATION

NAME OF THE TRUSTEE A.C.N:

GUARANTEE

IN CONSIDERATION

of **Uniflex (Aust) Pty Ltd**

("the Seller")

agreeing to supply the following Company/Firm

..... ("the Customer") with goods on credit

I/We
(Print full name)

.....
(Print full name)

of
.....

do hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in future be or become due and payable to the Company by the Customer on any account whatsoever AND I/WE DECLARE that this Guarantee shall be continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by the Company of time, credit or any other indulgence or concession to the Customer or the Guarantor or the waiver by the Company of any breach by the Customer of its obligations to the Company or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability or the Customer ceasing or becoming extinguished for any reason AND I/WE DECLARE that I/WE will make due and punctual payments to the Company upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above AND I/WE FURTHER DECLARE that the Guarantor shall pay all costs, fees, charges and expenses including legal costs on a Solicitor and own client basis incurred by the Company of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained AND I/WE FURTHER DECLARE that if any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primarily liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Company in the respect of any failure by the Customer to make payment or perform or observe any covenant, obligations term or condition of this Guarantee AND the Guarantors hereby charge in favour of the Company as security for he/she/their obligations to the Company all right title and interest in any land held now by the Guarantors alone or jointly with anyone or acquired by the Guarantors at any time hereafter. If the Guarantors default in payment of any amount owed to the Company the Guarantors specifically authorise the Company to lodge a Caveat against any dealings with any such property AND I/WE DECLARE that the proper law of this Guarantee shall be of State of Victoria and that any proceedings taken by the Company may be taken in the Courts of the State of Victoria AND THE GUARANTORS HEREBY DELCARES that I/WE understand the nature and effect of the within Guarantee and I/WE have had the opportunity of obtaining independent legal advice before signing this Guarantee.

DATED theday of, 20

SIGNED by the Guarantor Please Print

in the presence of Please Print

Witness' full name and address
.....

SIGNED by the Guarantor Please Print

in the presence of Please Print

Witness' full name and address
.....

THIS SECTION TO BE COMPLETED BY ALL APPLICANTS

1. I/We hereby apply for the opening of a credit ledger account and warrant that all the information given by us is true and correct.
2. I/We understand the normal trading terms are strictly 30 days and payment is due by the end of the month following delivery.
3. I/We undertake to pay all accounts on the due date and acknowledge that if the account becomes overdue, it is automatically suspended until brought within the trading terms.
4. I/We understand that credit may be withdrawn at your absolute discretion and without prior notice and that you may withhold supply irrespective of whether an order has been accepted if you determine that no further credit is to be extended.
5. I/We acknowledge that interest may be charged on overdue balances.
6. I/We acknowledge receipt of and accept your General Terms and Conditions of Sales.

I certify that I am authorised to sign this Credit Application form on behalf of our business and that the information given is true and correct to the best of my knowledge.

Signature Position

Print Your Name Date

TERMS AND CONDITIONS OF SALE

Uniflex (Aust) Pty Ltd shall only supply to you on the following terms and conditions unless we agree in writing to vary these terms and conditions.

DEFINITIONS:

- “Customer” means the purchaser of any goods specified on a purchaser order to the Seller
 “Goods” means the products specified on a purchase order from the Customer to the Seller
 “PPSA” means the *Personal Properties Securities Act 2009*
 “PPSI” means a purchase money security interest as defined by the PPSA
 “Security Interest” and “purchase money security interest”, “attached”, “attachment”, “perfected”, “accession”, “commingled” and all related terms have the meanings given to them by the PPSA.
 “Seller” means Uniflex (Aust) Pty Ltd

1. PAYMENT

- 1.1 All credit invoices are due and payable 30 days from the date of the invoice.
 1.2 Should you fail to pay your invoice by the due date then:
 (a) we may charge interest on any overdue invoice at the penalty rate fixed under the Penalty Interest Rates Act 1983 (Victoria), calculated and payable daily, compounded from the due date until the invoice is paid in full; and
 (b) you shall pay all our costs and expenses (including legal costs determined as between solicitor/own client and mercantile agents fees), which may be incurred in the recovery or attempted recovery of overdue amounts from you.

2. PRICES AND DELIVERY

- 2.1 Our prices and specifications are subject to change without notice.
 2.2 You will be invoiced for the Goods at prices current at the date of dispatch.
 2.3 Whilst we shall use all reasonable endeavours to comply with your particular delivery requirements and order specifications, you will not be entitled to cancel the whole or part of your order or to claim compensation by reason of our failure to comply with your delivery requirements or minor variations to the Goods as a result of changes to the manufacturing processes or specifications.
 2.4 Goods will be dispatched using our nominated carrier.
 2.5 We will not be responsible for any delay or failure to deliver by reason of lock-out, strikes, accidents or for any other cause whatsoever outside our control. However, if any such cause or causes delay delivery by a period of more than fourteen days from the usual delivery time then you may cancel the contract in respect only of deliveries which have not been made by providing written notice.

3. RIGHTS IN RELATION TO THE GOODS

- 3.1 In connection with the Goods while they remain the property of the Seller, the Customer agrees with the Seller that:
 3.1.1 the Customer has no right or claim to any interest in the Goods to secure any liquidated or unliquidated debt or obligation the Seller owes to the Customer;
 3.1.2 the Customer cannot claim any lien over the Goods;
 3.1.3 the Customer will not create any absolute or defeasible interest in the Goods in relation to any third party except as may be authorised by the Seller;
 3.1.4 where the Customer is in actual or constructive possession of the Goods:
 3.1.4.1 the Customer will not deliver any document of title to the Goods to any person except as directed by the Seller; and
 3.1.4.2 it is in possession of the Goods as a bailee of those Goods and owes the Seller the duties and liabilities of a bailee.
 3.2 In connection with the Goods, the Seller states to the Customer that:
 3.2.1 The Seller has the right to supply the Goods to the Customer;
 3.2.2 the activities of the Customer in supplying the Goods do not infringe the rights of the owner of the Goods (where the Seller is not the owner of the Goods);
 3.2.3 if the Goods are not owned by the Seller, that the Seller is authorised to supply the Goods to the Customer.
 3.3 The Seller and the Customer agree that:
 3.3.1 the property of the Seller in the Goods remains with the Seller until the Seller has been paid in full for the Goods under all individual contracts for the supply of the Goods between the Seller and the Customer;
 3.3.2 the Customer is a bailee of the Goods until such time as property in them passes to the Customer and that this bailment continues in relation to each of the Goods until the price of the Goods has been paid in full;
 3.3.3 pending payment in full for the Goods, the Customer:
 3.3.3.1 must not supply any of the Goods to any person outside of its ordinary or usual course of business;
 3.3.3.2 must not allow any person to have or acquire any security interest in the Goods;
 3.3.3.3 must insure the Goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Customer carries on business;
 3.3.3.4 must not remove, deface or obliterate any identifying plate, mark or number on any of the Goods.
 3.4 Despite clause 4.3, if the Customer supplies any of the Goods to any person before all moneys payable by the Customer have been paid to the Seller (and have not been claimed or clawed-back by any person standing in the place of or representing the Customer), the Customer agrees that:
 3.4.1 it holds the proceeds of re-supply of the Goods on trust for and as agent for the Seller immediately when they are receivable or are received;
 3.4.2 it must either pay the amount of the proceeds or re-supply to the Seller immediately when they are received or pay those proceeds into an account with a bank or a financial institution or deposit-taking institution as trustee for the Seller;
 3.4.3 any accessory or item which accedes to any of the Goods by an act of the Customer or any person at the direction or request of the Customer becomes and remains the property of the Seller until the Seller is paid in accordance with clause 4.3.1 when the property in the Goods (including the accessory) passes to the Customer;
 3.4.4 if the Customer fails to pay for the Goods within the period of credit (if any) extended by the Seller to the Customer, the Seller may recover possession of the Goods at any site owned, possessed or controlled by the Customer and the Customer agrees that the Company has an irrevocable licence to do so.

4. RISK

- 4.1 Notwithstanding the provisions of clause 4 you accept all risk of loss and damage to goods whether caused by you or not following delivery of goods.

5. RETURN OF GOODS

- 5.1 We will not accept returns without prior authorisation.
 5.2 Any goods which you return will only be accepted if they are in the original packaging, in pristine order and condition and accompanied by documentation showing:
 • Your name, address and account number
 • Our invoice number
 • Reason for return
 • Our authorisation number

- 5.3 If we authorise the return of goods, the goods must be carried by our nominated carrier at normal rates. If the return of goods is due to Customer error, the Customer is responsible for the freight costs to return the goods.

- 5.4 Non-standard goods or goods altered or produced to the Customer's specification are not returnable to the extent permitted by law.

- 5.5 Credit for the return of goods will not be authorised for goods that are counter damaged, damaged in transit or for goods that are discontinued or have been supplied to the Customer more than 12 months prior nor.

- 5.6 Credit for the return of goods will not be authorised on the basis that defects in a delivery are grounds for cancellation of a contract involving more than one delivery.

6. WITHHOLDING SUPPLY

- 6.1 We reserve the right, irrespective of whether or not an order has been accepted and without notice to you, to withhold supply to you and we will not be liable for loss or damage resulting directly or indirectly from such action where:

- (a) we have insufficient goods to fulfil the order;
 (b) the goods ordered have been discontinued or
 (c) we have determined in our absolute discretion that credit should no longer be extended to you.

7. MINIMUM ORDERS

- 7.1 We reserve the right to specify the minimum order value, which we shall accept from time to time, and to impose a surcharge should you require delivery of goods having a value less than the minimum order value.

8. LIMITATION OF LIABILITY

- 8.1 We exclude all statutory or implied conditions and warranties to the extent permitted by law.
 8.2 To the extent permitted by law we limit our liability under any condition or warranty which cannot legally be excluded to:
 (a) the replacement of the Goods or the supply of equivalent goods;
 (b) the repair of the Goods;
 (c) the payment of the costs of replacing the Goods or of acquiring goods.
 (d) the payment of the costs of having the Goods repaired.

9. GOVERNING LAW

- 9.1 The laws of the State of Victoria govern our trading.
 9.2 You agree with us to submit to the non-exclusive jurisdiction of the Courts of Victoria and the Federal Court of Australia and agree that any legal proceedings may be heard in those courts.

10. CLAIMS

- 10.1 Any claim by you must be made in writing within 7 days of delivery of the Goods.

11. CLERICAL ERRORS

- We reserve the right to correct clerical errors without notification.

14. SECURITY INTEREST

- The Customer gives the Seller a Security Interest in all of the Customer's present and after-acquired property in which Goods or materials supplied or financed by the Seller have been attached or incorporated.

15. PERSONAL PROPERTIES SECURITIES ACT 2009

- 15.1 The Customer hereby acknowledges that these Terms and Conditions of Trade constitute a security agreement which creates a security interest in favour of the Seller in all Goods previously supplied by the Company to the Buyer (if any) and all after acquired Goods supplied by the Seller to the Customer (or for the Customer's account) to secure the payment from time to time and at a time, including future advances. The Customer agrees to grant a "Purchase Money Security Interest" to the Seller.

- 15.2 The Customer acknowledges and agrees that by assenting to these terms the Customer grants a security interest (by virtue of the retention of title clause in these Terms and Conditions of Sale) to the Seller and all Goods previously supplied by the Seller to the Customer (or for the Customer's account) and these terms shall apply notwithstanding anything express or implied to the contrary contained in the Customer's purchase order.

- 15.3 The Customer undertakes to:

- 15.3.1 sign any further documents and/or provide any further information (which information the Customer warrants to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register ("PPSR");
 15.3.2 not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Goods without the prior written consent of the Seller;
 15.3.3 give the Seller not less than 14 days' written notice of any proposed change in the Customer's name and/or any other changes in the Customer's details (including by not limited to changes in the Customer's address, facsimile number, email address, trading name or business practice);
 15.3.4 pay all costs incurred by the Company in registering and maintaining a financing statement (including registering a financing change statement) on the PPSR and/or enforcing or attempting to enforce the security interest created by these Terms and Conditions of Trade including executing subordination agreements;
 15.3.5 be responsible for the full costs incurred by the Seller (including actual legal fees and disbursements on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA; and
 15.3.6 the Customer waives any rights it may have under sections 115 of the PPSA upon enforcement.

- 15.4 Pursuant to section 157 of the PPSA, unless otherwise agreed to in writing by the Seller, the Customer waives the right to receive the verification statement in respect of any financing statement or financing change statement relating to the security interest.

- 15.5 The Customer agrees that immediately on request by the Seller the Customer will procure from any persons considered by the Seller to be relevant to its security position such agreement and waivers as the Seller may at any time require.