Central Security Distribution Pty Ltd
ABN 25 129 573 164

Ph: (03) 9001 1900
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Email: accounts@centralsd.com.au

TRADE CREDIT APPLICATION FORM

The Applicant(s) ("you") apply to Central Security Distribution Pty Ltd ABN 25 129 573 164 ("CSD", "we" and "us") for credit on the terms and conditions set out below.

1. You warrant that all information given to us is true and correct.

2. You agree to notify us immediately of any change affecting your legal entity, structure, management or control.

3. You agree that:

(a) the attached terms and conditions of trade, or such other terms and conditions as we may adopt subject to giving you notice in writing, apply to the supply of goods by us to you to the exclusion of all other terms and conditions of sale or purchase;

(b) no variation to our terms and conditions of trade will be of any effect unless agreed to by us in writing;

(c) the goods supplied by CSD secure the payment of the purchase price of those goods and of any other goods supplied by CSD;

(d) you will do all things necessary including providing all information we require to register a financing statement on the Personal Property Securities Register ("PPSR") pursuant to the *Personal Property Securities Act 2009* (Cth) ("PPSA");

(e) you will not change your name, ACN or ABN or any other details required on the PPSR without first notifying us;

(f) you waive your rights to receive a verification statement in respect of any financing statement of the security interest created pursuant to this application and our terms and conditions of trade.

4. You acknowledge that a separate credit limit approval is required from us.

5. You acknowledge that we may:

(a) refuse your credit application;

(b) withdraw or vary your credit facilities at our absolute discretion without prior notice;

(c) withhold supply irrespective of whether an order has been accepted or not if for any reason we determine in our absolute discretion that no further credit is to be extended to you.

6. You consent and agree that:

(a) we may:

(i) obtain a credit report from credit reporting agencies or other credit providers;

(ii) obtain information from any other credit providers for the purpose of reviewing and assessing your credit worthiness;

(iii) disclose to or discuss with any credit providers or any credit reporting agencies, any prospective guarantor and any person or body agreeing or considering whether to agree to be liable for any credit to be made available to you, any information maintained or in our possession relating to your application and the administration of your credit facilities; and

(iv) collect and use any personal information as defined in the *Privacy Act 1988* for the purposes referred to in paragraphs 6(a)(i) to 6(a)(iii) above;

(b) the consents referred to in paragraph 6(a) above will continue to remain in full force and effect until all credit facilities cease to be made available to you by us.

7. CSD is bound by the *Privacy Act 1988* (Cth) and the National Privacy Principles. A written policy outlining how CSD manages personal information may be obtained from our Credit Controller.

8. This application is made to CSD.

9. The signatory warrants that where there is more than one applicant, or the applicant is a corporation that he or she is authorised to sign on behalf of all applicants or the corporation as appropriate.

NOTE: ⚠ **PLEASE COMPLETE FORM IN BLOCK LETTERS. FORM MUST BE FULLY COMPLETED FOR APPROVAL.**

PLEASE TICK:	Company ☐	Trust ☐	Individual/Partnership ☐
Legal Entity Name:			
Trading Name: (If different from Legal Entity Name)			
Registered Address:			
Postal Address:			
Email:			
ABN:		ACN:	
Years trading under present ownership:		Date Incorporated:	

Telephone:	Business	Mobile	Facsimile	Private

Business Owners/ CEO/ Directors		
Full Name: Owner ☐ or CEO ☐ or Director ☐ Private Address: Home Telephone: Drivers Licence No: Date of Birth:	Full Name: Owner ☐ or CEO ☐ or Director ☐ Private Address: Home Telephone: Drivers Licence No: Date of Birth:	Full Name: Owner ☐ or CEO ☐ or Director ☐ Private Address: Home Telephone: Drivers Licence No: Date of Birth:

***Attach additional sheets if insufficient room. All Owners/Directors must be disclosed.**

IF APPLICANT IS A TRUST – COMPLETE THIS SECTION	
Registered Trust Name:	
Trustees of Trust:	
Beneficiaries of Trust:	
Parent and/or Associated Companies:	

Bank Details	
Name of Bank:	
Branch:	
Account Number:	

Credit Trade References (3 required)			
Name:		**Address:**	**Telephone:**
1			
2			
3			

Declaration

I/We declare that the information on this application is in all respects true and correct at the date indicated. I/We declare that I/We have read the attached Terms and Conditions and agree that all purchases made on credit will be subject to those Terms and Conditions.

Date: _____/_____/_____ Print Name: _____

Position: _____ Signed: _____

Where the applicant is a company:

SIGNED by	)	
(ACN).....	)	_____
in accordance with Section 127 of the	)	Director
Corporations Act 2001 (Cth)**:**	)	
	)	
	)	_____
	)	Print full Name
	)	
	)	
	)	
	)	_____
	)	Director/Secretary
	)	
	)	
	)	_____
	)	Print Full Name
	)	

Where the applicant is a sole proprietor, partnership or individual:

SIGNED	)	
by.....	)	_____
IN THE PRESENCE OF:	)	Applicant's Signature
	)	
	)	
	)	_____
	)	Witness' Signature
	)	
	)	
	)	_____
	)	Witness' Full Name
	)	
	)	
	)	
	)	_____
	)	Witness' Address

TERMS AND CONDITIONS OF TRADE

1 Definitions and Interpretation

1.1. In these terms and conditions:

(a) 'Agreement' means the agreement between CSD and the Purchaser to provide Goods to the Purchaser subject to these terms and conditions as defined in clause 2 below;

(b) 'CSD' means Central Security Distribution Pty Ltd ABN 25 129 573 164;

(c) 'Goods' means the products supplied by CSD to the Purchaser;

(d) 'Purchaser' means the purchaser of the Goods;

(e) 'Quotation' means any quotation given by CSD to the Purchaser;

(f) 'PPSA' means the *Personal Property Securities Act 2009* (Cth).

2 Terms

2.1. CSD may amend these terms and conditions by giving notice in writing, any amended terms and conditions shall apply immediately after giving such notice.

2.2. The Purchaser agrees that, upon placement of an order for Goods with CSD, the Goods will be supplied by CSD under these terms and conditions and the Purchaser will accept the purchase of the Goods under these terms and conditions.

2.3. These terms and conditions, the credit application, the credit terms, and any other written instruction or authority provided by CSD to proceed constitutes the entire agreement between the Purchaser and CSD to the maximum extent permitted by law.

3 Quotations

3.1. Any Quotation will remain valid for 30 days from the date of issue.

3.2. The Purchaser acknowledges and agrees that:

(a) it is their responsibility to verify that Goods are fit for purpose;

(b) prices in the Quotation unless specifically stated otherwise are exclusive of GST, freight and other taxes, duties and charges;

(c) all Quotations are strictly confidential and will not be disclosed to any other party;

(d) the prices in the Quotation may vary after the date of issue of the Quotation and that it will pay for additional charges as required by CSD or any other party

4 Orders and Cancellations

4.1 Orders will not be binding upon CSD until accepted either formally in writing or by way of positive action to invoice or despatch the Goods.

4.2 CSD may in its discretion refuse to supply any order for any reason whatsoever.

4.3 Any order for customised Goods or non-stocked Goods by the Purchaser <u>cannot</u> be cancelled.

4.4 Furthermore, no order may be varied or cancelled except with the written consent of CSD, which consent may include such terms which will indemnify CSD against any losses incurred due to the cancellation.

4.5 The Purchaser acknowledges and agrees that each order placed by it is a representation to CSD that the Purchaser is solvent and able to pay CSD's accounts as and when they are due.

5 Price

5.1 Subject to these terms and conditions, the price of all Goods supplied by CSD to the Purchaser will be set at:

(a) CSD's listed price current at the time of delivery; or

(b) CSD's listed price less any discount agreed to in writing by CSD (trade price).

5.2 If currency exchange rates or customs duties for goods imported by CSD change between Quotation or Order and time of delivery, CSD may adjust the price to reflect such changes.

5.3 All prices unless specifically stated otherwise are exclusive of GST. Any GST payable must be paid by the Purchaser to CSD in the same manner and at the same time as the consideration for the supply is required to be paid by the Purchaser under these terms and conditions.

5.4 Prices are subject to change at any time without notice.

6 Terms of Payment

6.1 Payment terms are strictly Cash On Delivery unless a credit facility is granted by CSD to the Purchaser.

6.2 CSD will invoice the Purchaser for Goods at the time of supply. All invoices are due and payable within 30 days following the month-end in which the invoice to which the Goods relate is issued.

6.3 The Purchaser acknowledges and agrees that CSD is authorised to allocate the payment of any monies received from the Purchaser against any outstanding CSD account of the Purchaser.

6.4 If the Purchaser defaults in making payment in accordance with these terms and conditions, CSD may in its absolute discretion and without notice:

(a) suspend payment discounts;

(b) withdraw the approval of a credit facility and refuse any subsequent orders from the Purchaser for the supply of goods;

(c) charge the Purchaser interest on that portion of the Purchaser's account overdue 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;

(d) require the Purchaser to reimburse CSD for all legal costs and expenses on a solicitor/client basis as a consequence of CSD instructing its solicitor to provide advice in connection with the default and/or to commence any recovery process and any other costs, expenses, losses or damages arising out of a breach of the Agreement.

6.5 The Purchaser agrees at the request of CSD to procure its directors to sign a personal guarantee and indemnity of the Purchaser's obligations to pay any amount due and payable to CSD, if and when required.

6.6 Any credit application approved by CSD for the Purchaser is granted by CSD on the basis of its reliance on information supplied by, and representations made on behalf of, the Purchaser.

6.7 The Purchaser must inform CSD of any changes to the ownership of the Purchaser by notice in writing immediately. Until such notice is received by CSD the Purchaser, and if the Purchaser is a trustee each of the trustees, will hold CSD indemnified against all losses of whatsoever nature incurred or suffered by CSD in trading with any person, company or other entity which may have purchased the Purchaser's business or any interest therein and used the Purchaser's previously approved credit account for trading.

6.8 The Purchaser hereby grants CSD the authority to lodge a consent caveat over any real property owned or partly owned by the Purchaser to protect its interests in respect of, and to secure any monies that are owed by the Purchaser to CSD.

7 Delivery and Freight

7.1 CSD accepts no responsibility either to deliver or to load Goods at the point of despatch.

7.2 CSD may in its sole discretion elect to arrange delivery of the Goods and charge the Purchaser a freight charge. If CSD elects to arrange delivery, it is at the Purchaser's cost and risk.

7.3 CSD will make all reasonable efforts to deliver the Goods by the agreed delivery date but will not be liable in any way should delivery not be made on this date.

8 Reservation of Title

8.1 The Purchaser acknowledges that the ownership of Goods delivered by CSD is only transferred to the Purchaser when the Purchaser has paid all sums owing to CSD on any account whatsoever and that until such time CSD has the right to call for or recover the Goods at CSD's option (for which purposes CSD's employees or agents may enter the Purchaser's premises) and the Purchaser is obliged to deliver up the Goods if so directed by CSD.

8.2 The Purchaser agrees to keep the Goods in a fiduciary capacity for CSD until such time as ownership is transferred to the Purchaser.

8.3 Notwithstanding clause 8.2, the Purchaser may sell the Goods to a third party in the ordinary course of business provided that the Purchaser will hold on trust for CSD the proceeds of such sale and will keep those amounts in a separate bank account and immediately apply same in payment to CSD.

9 PPSA

9.1 The Purchaser acknowledges and agrees that it grants CSD a security interest in the Goods and their proceeds including any accounts and accessions by virtue of these terms and conditions.

9.2 The Purchaser agrees that:

(a) these terms and conditions, or such other terms and conditions as CSD may adopt from time to time, apply to the supply of Goods by CSD to the Purchaser to the exclusion of all other terms and conditions of trade;

(b) no variation to these terms and conditions will be of any effect unless agreed to by CSD in writing;

(c) the Goods supplied by CSD secure the payment of the purchase price of those Goods and of any other Goods supplied by CSD;

(d) it will do all things necessary including providing all information required to register a financing statement or financing change statement on the Personal Property Securities Register (PPSR) as a security interest and a purchase money security interest (PMSI) pursuant to the PPSA;

(e) it will not change its name, ACN or ABN or other details required on the PPSR without first notifying CSD;

(f) it waives its right to receive any notice under the PPSA including a verification statement in respect of any financing statement or financing change statement in respect of the security interest created pursuant to these terms and conditions;

(g) it must pay CSD's costs of any discharge or necessary amendment of any financing statement or financing change statement.

9.3 To the maximum extent permitted by law, the Purchaser agrees that the following sections of the PPSA will not apply:

(a) section 118;

(b) section 121(4);
(c) section 125;
(d) section 130;
(e) section 142; and
(f) section 143.

9.4 To the maximum extent permitted by law, the Purchaser waives any rights it may have pursuant to, and hereby contracts out of the following sections of the PPSA:

(a) section 95;
(b) section 118
(c) section 121(4)
(d) section 123;
(e) section 129(2);
(f) section 130;
(g) section 132;
(h) section 134(2);
(i) section 135;
(j) section 157; and
(k) Part 4.3.

9.5 Unless otherwise defined in these terms and conditions, the terms and expressions used in this clause have the meanings given to them or by virtue of the PPSA.

10 Risk

Notwithstanding the provisions of clauses 8 and 9 the Purchaser accepts all risk of loss and damage of the Goods, whether caused by the Purchaser or not, once the Goods have left the CSD premises.

11 Returns Policy

11.1 CSD will not accept returns for credit without prior authorisation.

11.2 Any customised or non-stocked Goods may not be returned for credit under any circumstances.

11.3 CSD may allow returns for credit at its sole discretion, but in any event:

(a) requests for return and credit must be made within 30 days of invoice, and will be refused after 30 days of invoice;
(b) the Goods which the Purchaser wishes to return for credit must be in their original unmarked and undamaged packaging and in 'as new' and saleable condition free of any damage whatsoever;
(c) the Goods must be accompanied by CSD's completed Goods Return Request Form;
(d) the Purchaser will be responsible for the cost of and for effecting delivery of the Goods returned to CSD, unless the return is due to incorrect supply or faulty goods;
(e) upon receipt of the returned goods, CSD will credit the Purchasers account less a 10 percent restocking fee. The restocking fee charged by CSD may be greater than 10 percent in its sole discretion.

11.4 This clause is subject to the Purchaser's statutory rights under the *Competition and Consumer Act 2010* (Cth).

12 Claims

12.1 Any claims by the Purchaser for short delivery must be made within 7 days of the delivery.

12.2 Any other claims for adjustment to any invoice for any reason whatsoever must be made in writing within 30 days of the invoice date.

13 Withholding Supply

13.1 CSD reserves the right, irrespective of whether or not an order has been accepted and without notice to the Purchaser, to withhold supply to the Purchaser and CSD will not be liable for loss or damage resulting directly or indirectly from such action where:

(a) the Goods ordered have been discontinued; or
(b) CSD has determined, in its absolute discretion, that credit should no longer be extended to the Purchaser.

14 Non-availability

Whilst every effort will be made to fulfil the Purchaser's order for the Goods, CSD will not be liable for any loss or damage whatsoever resulting directly or indirectly from non-availability of the Goods.

15 Licences and Regulations

15.1 It is the Purchaser's responsibility to obtain any licence, consent or approval required by any government or other authority for the purchase or use of the Goods.

15.2 The Purchaser must comply with all applicable laws, regulations and requirements in connection with its use, re-sale or other on-supply of the Goods to third parties, including but not limited to the *Competition and Consumer Act 2010*.

16 Warranty and Liability

16.1 CSD warrants that the Goods are free from defects in materials and workmanship. This warranty is for 12 months from the effective date of delivery of the Goods, or such period provided in the manufacturer's warranty documentation accompanying the Goods, whichever is the lesser.

16.2 If the Purchaser makes a valid warranty claim, CSD will, at its option, either repair the Goods, supply replacement Goods, or reimburse the Purchaser for the price. CSD shall not be liable for defects arising from fair wear and tear or misuse of the Goods.

16.3 The Purchaser is liable for the transport or other cost of sending warranty claim Goods to CSD, and for collection of repaired or replacement Goods.

16.4 CSD does not exclude or limit the application of any provision of any applicable statute, legislation or other regulation (including the *Competition and Consumer Act 2010*) where to do so would contravene that statute, legislation or regulation or cause any part of these terms and conditions to be void and nothing in these terms and conditions is to be interpreted as doing so.

16.5 Subject always to clause 16.4, CSD excludes all statutory or implied conditions and warranties to the maximum extent permitted by law, except any implied term, condition, guarantee or warranty the exclusion of which would contravene any statute or cause this clause to be void ('Non-excludable Condition').

16.6 To the fullest extent permitted by law, CSD's liability to the Purchaser for breach of any Non-excludable Condition which is applicable is limited to, at the option of CSD. If the breach relates to Goods:

(a) the replacement of the goods or the supply of equivalent goods, the repair of the goods;

(b) the payment of the cost of replacing the goods or acquiring equivalent goods; or

(c) the payment of the cost of having the goods repaired.

16.7 To the maximum extent permitted by law, CSD excludes its liability (including, but not limited to, liability in tort, contract and for breach of statute) to the Purchaser or any other person for:

(a) any loss or damage consequential or otherwise for any special, incidental, indirect or consequential damages or injury including, but not limited to, any loss of profits, contracts, or revenue arising out of or in connection with the provision of the Goods and whether as a result of any breach, default, negligence or otherwise by CSD suffered or incurred by the Purchaser or any other person in relation to the Goods; and

(b) in particular, but without limiting clause 16.7(a), any loss or damage consequential or otherwise suffered or incurred by the Purchaser or any other person caused by or resulting directly from any failure, defect or deficiency of any kind of or in the Goods.

17 Force Majeure

CSD will not be liable for any loss or damage sustained by the Purchaser through delay in delivering the Goods caused by circumstances outside of the reasonable control of CSD.

18 Intellectual Property Rights

The Purchaser acknowledges that it does not have any intellectual property rights, whether by way of copyright or registered design or otherwise, in the goods and that CSD retains ownership of all such intellectual property.

19 Indemnity

Except as otherwise provided herein, the Purchaser indemnifies and holds harmless CSD against any and all actions, claims, proceedings, costs, losses, expenses, liabilities, including legal fees, whatsoever and howsoever caused or arising out of, connected with, or resulting from the Goods themselves or use of the Goods including without limitation the manufacture, selection, delivery, possession, use, operation, return or any and all damages or injuries caused thereby to anyone whatsoever.

20 Termination

20.1 CSD may immediately terminate all outstanding obligations to supply Goods, and/or suspend the Purchaser's credit facility, if the Purchaser:

(a) breaches this Agreement;

(b) commits an act of bankruptcy or makes an arrangement with all or any number of its creditors, or has a receiver or liquidator appointed.

20.2 Upon termination provided by clause 20.1:

(a) CSD may enforce its rights under this Agreement without prejudice to any other rights it may have;

(b) all other obligations upon the Purchaser shall remain, and any amounts owing to CSD then unpaid whether or not due under the terms of this Agreement shall immediately become due and payable.

21 General

21.1 The Agreement will be governed by the law of the State of Victoria. The Purchaser irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that state.

21.2 The invalidity or unenforceability of any provision of the Agreement shall not adversely affect the validity or enforceability of the remaining provisions.

21.3 Any failure by CSD to insist on strict compliance with any term of the Agreement shall not be deemed a waiver of such term. Such failure shall in no way affect the right later to enforce such term.

21.4 CSD reserves the right to correct clerical errors without notification.

GUARANTEE AND INDEMNITY

TO: CENTRAL SECURITY DISTRIBUTION PTY LTD ABN 25 129 573 164 ("CSD")

In consideration of you granting credit terms to:

Applicant _____("the Debtor")

I/We_____ being directors, partners, trustees or principals of the Debtor do jointly and severally personally **GUARANTEE** to CSD the payment of all monies which are now or at any time in the future may be owed by the Debtor to CSD for the supply of goods together with any interest or other costs or charges incurred in connection with attempting to obtain payment of monies owed by the Debtor to CSD and I/We agree that:

1 This Guarantee is a continuing guarantee which will operate at all times the Debtor owes money to CSD and will not cease to operate by virtue only of:
(a) any indulgence given to the Debtor from time to time;
(b) payment of any sum of money owed by the Debtor to CSD; or
(c) the Debtor appointing an administrator, a receiver, receiver and manager or in the event of the liquidation of the Debtor.

2 In the event of any fact or circumstance by which the amount owing becomes unrecoverable from the Debtor for any reason, I/We as a separate and additional primary liability indemnify CSD in respect of such monies and as principal Debtors agree with CSD to pay to CSD when demanded in writing a sum equal to the amount otherwise recoverable by CSD against the Debtor.

3 It is acknowledged that we do not execute this instrument as a result of or by reason of any promise, representation, statement or information of any kind given or offered to us by or on behalf of CSD.

4 To hereby charge all our real and personal property with our obligations under this Guarantee and to allow CSD to lodge a consent caveat over our real property to protect its interests under the charge given under this Guarantee.

5 It is acknowledged that CSD may from time to time seek and obtain additional guarantees from other guarantors to guarantee the obligations and debts of the Debtor and we hereby consent to such further guarantees and acknowledge that such further guarantees do not diminish CSD's rights under this document.

6 I/We authorise CSD, in accordance with section 18K(1)(c) of the *Privacy Act 1988* (Cth), to obtain from a credit reporting agency a credit report containing personal credit information about me/us to assess whether to accept me/us as guarantor(s) under this Application for a Credit Account on behalf of the Debtor. In accordance with section 18N(1)(b) of the *Privacy Act 1988* (Cth), I/We authorise CSD to give to and obtain from my/our bank and/or other credit provider any record that has any bearing on my/our credit worthiness, credit standing, credit history or credit capacity for the purposes of:
(a) assessing whether to accept me/us as guarantor(s) under this Application for a Credit Account on behalf of the Debtor;
(b) for any purpose related to the subsequent management of this guarantee by me/us; and/or
(c) for any purpose related to the enforcement or proposed enforcement of my/our guarantee(s).

In accordance with section 18K(1)(h) of the *Privacy Act* 1988 (Cth) I/We authorise you to obtain from a credit reporting agency a credit report for the purpose of collecting payments from me/us that are overdue under my/our guarantee for any commercial credit provided to the Debtor.

I/We consent to CSD giving copies of the above authorities bearing my/our signature(s) to any such person referred to above.

Full Name of Guarantor: _____

Signature: _____

Full Name of Guarantor: _____

Signature: _____

Full Name of Guarantor: _____

Signature: _____