

APPLICATION TO OPEN or CONTINUE AN ACCOUNT

| | | | | | | |
|---------------------------|-------------------|--|----------------------------|------|-------------|----|
| Company Name: | | | | ABN: | | |
| Business or Trading Name: | | | | | | |
| Registered Address: | | | | | Postcode: | |
| Business Address: | | | | | Postcode: | |
| Postal Address: | | | | | Postcode: | |
| Type of Company: | Limited Liability | | Public Company | | Partnership | |
| Telephone Number: | | | Store Email Address: | | | |
| Website URL: | | | Is this an ecommerce site: | | Yes | No |

| | | | | | | |
|---|----------------------|---|--------------------------|---|---------------|------------------------|
| Full Names & Addresses of Shareholders/ Partners / Company Directors: <i>(if more than 3, append to this document)</i> | | | | | | |
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| Bank: | Branch: | | BSB: | - | A/C Number: | |
| Estimated value of Monthly purchases: | \$ | *By default we will use the ordering email address for access to all B2B platforms we may offer. Please advise if you would prefer to use a different email address for B2B access. | | | | |
| Person Who Orders Stock: | | | Ordering Email Address:* | | | |
| Person Who Pays Accounts: | | | Accounts Email Address: | | | |
| Preferred Courier: | Your Account Number: | | | | | (for parcels over kgs) |
| Please List three (3) Trade References: | | | | | | |
| Company | | Contact Phone Number | | | Email Address | |
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |

I/We hereby apply to open/continue to operate an account with Spelean Pty Ltd. I/We acknowledge that I/We have read and understood the Trading Terms and Conditions of Spelean Pty Ltd as attached. I/We warrant and represent that all of the information set out in this application is true and correct and that I/We have not omitted or withheld any information which would or might be material to Spelean Pty Ltd in making a decision to grant credit or supply equipment or labour to an intended applicant. I/We are not aware of any facts or circumstances which, if made known to Spelean Pty Ltd, would result in Spelean Pty Ltd not opening an account for me/us or granting credit to me/us or agreeing to supply me/us with equipment and/or labour.

I/We hereby authorise Spelean Pty Ltd to make such enquiries as it considers relevant or necessary to decide whether or not to accept this application.

| | | | |
|---------------------------|--------|------------|---|
| Authorised Officer | Name: | Date: | |
| | Title: | Signature: | ✕ |
| Witness | Name: | Signature: | ✕ |

GUARANTEE & INDEMNITY

I/We unconditionally and irrevocably guarantee payment to Spelean Pty Ltd of all moneys now or at any time hereinafter due, owing or incurred by the debtor to Spelean Pty Ltd. I/We shall pay to Spelean Pty Ltd any moneys due under this guarantee on demand. I/We unconditionally and irrevocably indemnify Spelean Pty Ltd against any loss it may suffer as a result of the failure of the debtor, for any reason whatever, to pay Spelean Pty Ltd any moneys due to it. I/We as principal debtors shall pay to Spelean Pty Ltd on demand a sum equal to the amount of any such loss.

This Guarantee and Indemnity is a continuing security. I/We waive any right I/We may have of first requiring Spelean Pty Ltd to proceed against or claim payment from the debtor.

This Guarantee and Indemnity is given by me/us in consideration for Spelean Pty Ltd having agreed to supply (or continue to supply) certain goods to the debtor and/or to grant (or continue to grant) credit facilities to the debtor.

For the purposes of this Guarantee and Indemnity, "the debtor" means the company or business whose name and details appear at the top of this form.

Where more than one person executes this Guarantee and Indemnity their liability shall be joint and several.

In witness whereof this Guarantee and Indemnity was signed

| | | | | | | |
|------------------------|---|----------------------|---|--------|--|----|
| at | | on this | | Day of | | 20 |
| Signature of Guarantor | ✕ | Signature of Witness | ✕ | | | |
| 1. Name: | | 1. Name: | | | | |
| Address: | | Address: | | | | |
| Signature of Guarantor | ✕ | Signature of Witness | ✕ | | | |
| 2. Name: | | 2. Name: | | | | |
| Address: | | Address: | | | | |
| Signature of Guarantor | ✕ | Signature of Witness | ✕ | | | |
| 3. Name: | | 3. Name: | | | | |
| Address: | | Address: | | | | |



RETAIL PARTNER BUSINESS PROFILE

Sport Store

Professional Store

Which best describes the nature of your business?

Which of the following types of customers frequent your store? Ctrl + Click (⌘ + Click) to select multiple lines

| Sport Stores | Professional Stores |
|--------------|---------------------|
| | |

Ctrl + Click (⌘ + Click) to select multiple lines

| Why do your customers visit your store? | Which print publications do you advertise in? |
|---|---|
| | |

| | |
|----------------------|--|
| Specific Magazines: | |
| Specific Newspapers: | |

| Where do you advertise online: | | |
|--------------------------------|-------------------|-----------------------------|
| Facebook | Instagram | Google |
| Bing | Vertical Life Mag | Other: <input type="text"/> |

| Do you generally advertise: | | |
|-----------------------------|---------------|--------------------|
| Brand Names | Product Types | Your Shop location |
| Sales/Specials | Prices | Service |
| Other: <input type="text"/> | | |

| Do you produce any of the following for your customers: | | |
|---|-------------|------------------|
| Catalogues | Price Lists | Colour Brochures |

| Ecommerce: | | | |
|--|---------|----------------|----------------------------------|
| Would you like to order electronically via a B2B website/portal: | Yes | No | In the future |
| Do you have an ecommerce website: | Yes | No | In planning |
| If yes, which CMS do you use: | Magento | Shopify | Neto Other: <input type="text"/> |
| what size are your product images: | x | px | |
| what size are your site banners/sliders: | x | pixels | |
| Would you like access to our Digital Asset System to download product images and website banners? | | | |
| If yes, who should have access: <input type="text"/> Employee Name | | | |
| Employee Email <input type="text"/> | | | |
| Which systems do you use in store: | POS | Inventory/ERP: | <input type="text"/> |
| Is electronic ordering important to your company: <input type="text"/> | | | |
| If yes, what format(s) can you import/export Purchase Orders in: <input type="text"/> csv xls none Other: <input type="text"/> | | | |

| Which social media platforms do you use, and what are your handles: | | | |
|---|----------------------|----------|----------------------|
| Facebook | <input type="text"/> | Twitter | <input type="text"/> |
| Google + | <input type="text"/> | YouTube | <input type="text"/> |
| Vimeo | <input type="text"/> | LinkedIn | <input type="text"/> |
| Instagram <input type="text"/> | | | |
| Pinterest <input type="text"/> | | | |
| How can we help you with social media content: <input type="text"/> | | | |

Thank you for the time taken to complete the above, it will help us to support your business.



TRADING TERMS & CONDITIONS

The following terms and conditions shall apply to all goods sold by Spelean Pty Ltd ABN 88 097 086 836 ("the Company") to its Dealer ("the buyer").

TERMS

A **30 day account** is available for approved customers. A **discount may apply to the value of goods and tax on all credit account invoices settled within 10 days of date of invoice**. The amount of discount, if offered, is calculated for you and is printed on the invoice.

Discount applies **ONLY** if all previous outstanding amounts have been paid. Otherwise terms are **strictly payment in full 30 days from invoice date**. A 2.5% service charge per month will be added to any unpaid invoice/s if not paid after 60 days. This is automatic and irreversible!

Further orders will not be supplied to accounts in arrears until all outstanding monies (including any service charges) are paid. "Accounts in arrears" is defined as invoices unpaid after 30 days from invoice date.

FREIGHT

Prices in our price list are ex-warehouse (freight to your account). Please nominate the carrier you would like us to use and remember to notify us if you change your preferred carrier. For small orders (under 1kg weight, or less than \$200) we can use Australia Post and add a postage and packing fee (minimum \$4.10). For goods valued over \$200 receipted post or courier will be used and charged at our competitive rates. Alternatively, you can nominate your own carrier (please supply your account number).

We can use our freight account and charge the freight to you. Please ask for a copy of the rates if you are interested in using this service.

INSURANCE

Where goods are delivered by a carrier (including Australia Post) nominated by the buyer the delivery will be at the buyer's risk.

RETURNS

No return of goods will be accepted unless authorised by our office and freight is pre-paid. Please contact us immediately if you have a warranty claim relating to any product in your order or on our pricelist. Where goods have been correctly supplied by the Company but are returned, a restocking fee of 10% may be charged.

BACKORDERS

Items not supplied will be placed on back order. Back orders, with freight to your account, will be filled as soon as stock is available. Please indicate on your purchase order if backorders are not accepted.

TITLE

The Company reserves the right to a general lien on all goods unpaid for in the possession of the buyer, including the right to resell such goods, without notice, to recover the amounts owing including interests and costs.

The property of the specific goods supplied by the Company to the buyer shall not pass to the buyer until payment in full for these goods has been received by the Company and the buyer's cheque has been honoured. The buyer shall hold the goods as being goods in which property has not passed from the Company to the buyer pending payment in full.

The buyer shall stand in a fiduciary relationship with the Company in respect of the goods supplied by the Company, but which have not yet been fully paid for and the Company shall have the right to trace the proceeds of the sale of such goods received by the buyer. If the buyer fails to honour the trading terms and conditions, the Company shall have without notice, the right to take possession of the goods which are the subject of this reservation of title, or trace the proceeds thereof, as the case may be, to recover the full amount owing plus interest and costs, for all goods supplied by the Company to the buyer that have not been paid for in full.

SPECIFICATIONS

Product specifications are based on available information. Specifications and samples are representative of the product offered but these may be subject to change without notice.

FORCE MAJEUR

The Company shall not be liable for failure to perform its obligations if the failure arises from circumstances beyond its reasonable control, including, but not limited to, fire, explosion, industrial disputes, Government action, failure or refusal of a supplier to supply goods, floods, or other "acts of God". The buyer shall not be entitled to damages of any kind for late performance or failure to perform.

APPLICABLE LAW

The terms and conditions shall be interpreted and enforced in accordance with the laws, for the time being, of the State of New South Wales. The buyer agrees to submit to the jurisdiction of the Courts of New South Wales.

NOTE: Placement of an order constitutes acceptance of the above terms and conditions.

Spelean Pty. Ltd., PO Box 645, ARTARMON, 1570 **Ph:** (02) 9966 9800 **Fax:** (02) 9966 9811
e-mail: sales@spelean.com.au **web:** <https://www.spelean.com.au>