

Credit Account Application

To be completed by Applicants

Please complete all sections and read the Terms and Conditions of Trade overleaf.

1. Business Name:

2. ACN/ABN:

3. Phone: Fax: Mobile:

4. Email:

5. Postal Address :

6. Business Address:

6. Sole Trader Partnership Propriety Co Ltd Public Company
Association/Club

7. The Owner/Partner/Directors of the business are:

Full Name: Full Name

Address: Address:

Contact number: Contact Number:

License Number: License Number:

8. The company was incorporated on the (date) in the state of

9. The business premises are (tick): owned for Years leased and landlord is (name and address)

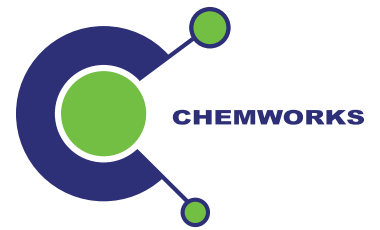
10. Bank account details

Bank Name:

Branch Address:

Bank account name:

Account:



11. Business trade references are:

(a) Business Name

Address

Contact person and Title:

Telephone:

(b) Business Name

Address

Contact person and Title:

Telephone:

(c) Business Name

Address

Contact person and Title:

Telephone:

12. The maximum amount of credit applied for is \$

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 attached) of CHEMWORKS which form a part of, and are intend to be read in conjunction with this Credit Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act therein.

On Behalf Of Chemworks:

On Behalf Of Applicant:

SIGNED:

SIGNED:

Name:

Name:

Position:

Position:

(This application will not be processed if there are any alterations to terms and conditions and must be signed by proprietor or all directors)



Terms & Conditions:

I / We acknowledge that the following terms and conditions will apply:

1. Should S & P Barnes as Chemworks Pty Ltd (ABN no. 84 706 937 967) consider the relevant to accessing our credit application, we agree to Chemworks Pty Ltd obtaining information about the business and each of us personally in relation to this application.
2. In applying for credit with Chemworks Pty Ltd, I/We acknowledge that any credit (the credit facility) granted following this application will be subject to the terms and conditions stated in this application or as subsequently varied by Chemworks Pty Ltd at its discretion and notified to the customer.
3. We agree that Chemworks Pty Ltd may give and seek from other credit provider information about the business and our personal credit arrangements. We understand that this information may include any information about the business and our individual credit worthiness, credit standing, credit history or credit company as allowed under the Privacy Act.
4. We agree to inform Chemworks Pty Ltd in writing within seven [7] days of any change of the corporate entity, address or telephone number.

Payments:

1. If Chemworks Pty Ltd considers it relevant and necessary in the collection of any overdue payments in respect of the credit provided to the business, we agree to Chemworks Pty Ltd obtaining a credit report containing personal information about the business and each of us in relation to collecting any overdue payments.
2. That Chemworks Pty Ltd solely at its discretion, reserves the right to grant cancel or refuse this credit facility, should the account fall outside our trading terms and has to be passed over for collection, any debt collection costs including commission, interest at 12%, solicitors letters, all costs and solicitors fees to collect outside debt will be borne by you.
3. We note that Chemworks Pty Ltd payment terms are net thirty [30] days. We agree to pay in accordance with those terms for any goods or services Chemworks Pty Ltd supply to the business.
4. Upon approval of credit application your first order will need to be paid in COD. Followed by a 6 month probation period. Failure to maintain account inside Chemworks Pty Ltd terms during the probation period will result in the account being closed.
5. We note that all the overdue accounts will attract a monthly account keeping fee of \$20.00. The Goods remain the property of Chemworks until the said invoice is paid in full.
6. Dishonour handling fee will be charged if we are unable to obtain payment from your credit card provider or a cheque is not paid by your bank.
7. As Directors of the Company, we hereby jointly and severally guarantee the payment of all debts incurred in the business name with Chemworks Pty Ltd, and undertake to pay personally any debt defaulted by the company.

Return of Goods & Claim:

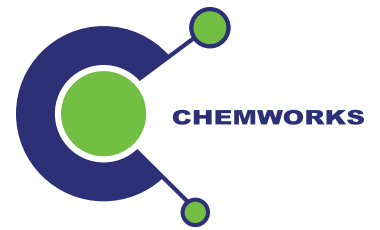
1. In all the circumstances, products supplied by Chemworks Pty Ltd must be in its original packaging and proof of purchase must be supplied to make any claims. The catalogue ordered items cannot be replaced or exchanged and no returns will be arranged on such products. If you have any dispute with us, you must notify our accounts department in writing of your dispute prior to the due date of your payment of our product.
2. I/We agree that I/We shall make no claim against Chemworks Pty Ltd for any delay in delivery or any product delivered to us damaged as a direct or indirect result of events beyond the company's control.
3. We acknowledge that credit returns will only be recognised by Chemworks Pty Ltd if we advise of any discrepancies or quality defaults, as defined by Trades Practices Act and Consumer Law, within seven [7] days of the receipt of the goods by me/us.

Risk:

At all times from the date of delivery, the risk of loss or damage to the Goods passes to us and I/We are responsible for its safe custody. It is up to us to arrange our own insurance.

Cessation of Supply:

Our arrangement to continue to deliver or sell Goods to you is always conditional upon our being satisfied of your ability to pay and comply with these terms and conditions. If we ceased to be so, we may suspend and/or terminate deliveries and shall not be liable in any way for any claim, damage, expense or cost suffered by you.



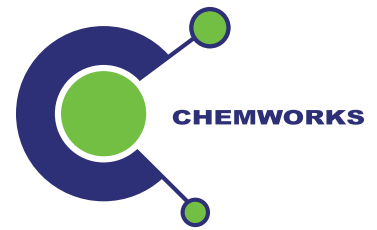
Governing Law:

These terms and conditions are governed by and construed according to the laws of the Australian Capital Territory and the Commonwealth Personal Property Securities Act 2009.

Wholesale Agreement:

These terms and conditions (which form part of the Application for Credit) embody the whole agreement between the parties and, subject to the express terms contained in any written order or written acceptance thereof, all previous dealings, representations and agreements are hereby excluded and cancelled.

We acknowledge that the information provided herein is true and that each of us have personally read and understood the Terms and Conditions above.



Personal / Director's Guarantee & Indemnity

IN CONSIDERATION of CHEMWORKS at the request of the Guarantor (as is now acknowledged) applying and continuing to supply goods and/or services to:

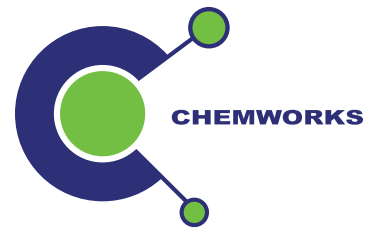
[Insert Company Name in the Box Provided] (The Applicant)

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

1. GUARANTEE the due and punctual payment to the Seller of all money which are now owing to the Seller by the Buyer and all further sums of money from time to time owing to the Seller by the buyer in respect of goods and services supplied or to be supplied by the Seller to the Buyer or any other liability of the buyer to the Seller, and the due observance and performance by the Buyer of all its obligations contained or implied in any contract with the Seller. If for any reason the Buyer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller.
2. HOLD HARMLESS AND INDEMNIFY the Seller on demand as a separate obligation against any liability (including but not limited to damages, costs losses and legal fees (as defined hereunder in the paragraph (b) hereof)) incurred by, or assessed against, the Seller in connection with:
 - (a) The supply of goods and/or services to the Buyer: or
 - (b) The recovery of moneys owing to the Seller by the Buyer including the enforcement of this and legal costs calculated on a solicitor and own client basis: or
 - (c) Moneys paid by the Seller with the Buyer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Buyer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Buyer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT:

3. 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 the Seller by the Buyer and all obligations herein have been fully paid satisfied and performed.
4. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Buyer 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 Buyer's obligations to the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.
5. If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Seller shall each be restored to the position in which they would have been has no such payment been made.
6. 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.
7. 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 Buyer to the Seller.
8. I/We irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller 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 the Seller as a result of this Guarantee and Indemnity being actioned by the Seller.
9. The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the subsequent enforcement of the same.



Guarantor No. 1

SIGNATURE:

FULL NAME:

PRESENT ADDRESS:

EXECUTED as a Deed on:

Guarantor No. 2

SIGNATURE:

FULL NAME:

PRESENT ADDRESS:

EXECUTED as a Deed on:

Note:

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

**THIS IS A LEGAL DOCUMENT.
BY SIGNING THIS DOCUMENT, YOU WILL BECOME DIRECTLY, IMMEDIATELY AND PERSONALLY LIABLE FOR ALL DEBTS
INCURRED BY THE CUSTOMER.**