

Application for Credit

This Application is for a Credit Account to be provided by HARCOR SECURITY SEALS PTY LTD, to the Customer whose details appear below.

Please indicate the registered entity that you trade under:

Sole Trader Partnership Proprietary Company Trust Other _____

Trading Name: _____

Company Name: _____

Delivery Address: _____

Postal Address: _____

Telephone: () _____ Fax: () _____ Mobile: () _____

Registered Office: _____ E-Mail: _____

ABN: _____ ACN: _____

Details of Company Directors (if Company) or Partners (if Partnership)

1. Full Name: _____ 3. Full Name: _____

Home Address: _____ Home Address: _____

Home Phone: _____ Home Phone: _____

2. Full Name: _____ 4. Full Name: _____

Home Address: _____ Home Address: _____

Home Phone: _____ Home Phone: _____

Contact Person for Accounts: _____

Telephone: () _____ E-mail: _____

Name and Branch of Bank: _____

BSB/Bank Account Number: _____

Monthly credit limit required: _____

Trade References: (excluding Utility suppliers, Banks, Credit Card suppliers, COD accounts,)

1. _____

Email _____

2. _____

Email _____

3. _____

Email _____

TERMS AND CONDITIONS OF CREDIT ACCOUNT

1. Privacy Disclosure and Consent

The Customer authorises **HARCOR SECURITY SEALS PTY LTD** (“**HARCOR**”) to:

- (a) obtain credit information about the customer’s commercial credit worthiness from any bank or trade referee disclosed in this document and from any other credit provider or credit reporting agency for the purpose of assessing this application for credit, or in connection with any guarantee given by the Customer; and
- (b) Use, disclose or exchange with other credit providers information about the Customer’s credit arrangements in order to assess this application for credit, monitor credit worthiness and collect overdue accounts; and
- (c) disclose the contents of any credit report on the Customer to their solicitors and collection agents.

2. The Customer must inform **HARCOR** in writing within seven (7) days of any change of the Customer’s business or corporate structure. Failure to do so could result in the applicant being responsible for future debts (Credit facilities will not automatically be transferred to the new owner).

3. **HARCOR** reserves the absolute right to refuse or withdraw the Customer’s credit facilities at any time in the event that the Customer is in breach of these terms and conditions.

4. All orders placed by the Customer must be received by email to sales@harcor.com.au.

5. All goods and services sold to the Customer remain the property of **HARCOR** until such time as said goods and services are paid for.

6. Unless otherwise stated, delivery to Metropolitan Sydney, Melbourne, Brisbane and Canberra is “Free into Store”, provided the order value is not less than \$1,000 (inc GST). All other areas will be charged at cost. If the order value is less than \$1,000 (inc GST), a delivery charge is applicable.

7. **HARCOR** shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from, hindered or delayed in manufacturing, obtaining or delivering the goods by normal route or means of delivery, through circumstances beyond its control.

8. Any goods supplied to customised specifications, and without fault, will not be accepted for a return or credit. Any goods ordered in error by the Customer and returned for credit in a saleable original condition & quantity, are subject to a 10% re-stocking fee and must reference the original invoice number and return authority.

9. The Customer acknowledges and agrees that these terms and conditions and any Invoice issued under these terms and conditions:

(a) constitute a security agreement for the purposes of the *Personal Property Securities Act 2009* (Cth) (“**PPSA**”); and

(b) create a Security Interest in:

- (i) all Goods previously supplied by **HARCOR** to the Customer (if any); and
- (ii) all Goods that will be supplied in the future by **HARCOR** to the Customer.

10. The Customer undertakes to:

(a) 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 the Customer may reasonably require to:

- (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register (“**PPSR**”);
- (ii) register any other document required to be registered by the **PPSA**; or
- (iii) correct a defect in a statement referred to in Clauses 10(a)(i) or 10(a)(ii);

(b) indemnify, and upon demand reimburse, **HARCOR** for all expenses incurred in registering a financing statement or financing change statement on the **PPSR** established by the **PPSA** or releasing any goods charged;

(c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of **HARCOR**; and

(d) immediately advise **HARCOR** of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

11. To the extent Section 115(1) allows this, sections 95, 125, 130, 132(3)(d), 132(4), 142 and 143 of the **PPSA** will not apply to any Security Interest created under these terms and conditions and any Invoices issued under these Terms.

12. To the extent section 115(7) allows this, sections 127, 129(2), 132, 134(2), 135, 136(3), (4) and (5) and 137 of the **PPSA** will not apply to any Security Interest created under these terms and conditions and any Invoices issued under these terms and conditions.

13. The Customer waives any right to receive any notice required to be provided under the **PPSA** (including under sections 144 and 157) in respect of any Security Interest unless the requirement to give the notice cannot be waived or excluded.

14. The Customer shall unconditionally ratify any actions taken by **HARCOR** under Clauses 9 to 14 of these terms and conditions.

15. Unless otherwise agreed in writing by us, at our sole selection, the Courts of any State or Territory in Australia will have exclusive jurisdiction in relation to all matters whatsoever concerning these terms and conditions. The customer irrevocably waives any objection to the venue selected by **HARCOR** in relation to any legal proceedings concerning these terms and conditions. The laws of the State or Territory chosen by us for any such legal proceedings will govern these terms and conditions.

16. I/We acknowledge that if the account is overdue, **HARCOR** at its discretion, reserves the right to refer the account to a Mercantile Agency for collection and I/we agree that all costs chargeable by the agency (as if the account had been collected by the agency) will be added to the account, and legal costs incurred by **HARCOR** to collect the account will be recoverable "on an indemnity basis" and will form part of the debt.

17. In consideration for, and to induce **HARCOR** entering into these terms and conditions with the Customer, any signatory for a proprietary company, sole trader, partnership, trust or other Customer is authorised by the Customer to sign this Application for Credit; whereby the Customer guarantees to **HARCOR** the due performance of the said obligations and indemnifies **HARCOR** against all losses and costs (including Mercantile Agency costs and commission and legal fees and costs) caused by or resulting from the Customer's failure to perform, or the Customer's breach of, the said obligations.

18. I/We acknowledge and agree that the terms of payment are STRICTLY 30 days from the date of invoice, and in the event the account becomes overdue, **HARCOR** reserves the right to charge interest in accordance with the *Penalty Interest Rates Act 1983*.

I/we certify that the above information is true and correct and that I/we are authorised to sign this Application for Credit. I/we have read and understand the TERMS AND CONDITIONS of **HARCOR** which are part of, and are intended to be read in conjunction with this Credit Application and I/we agree to be bound by these conditions.

Signed: _____ Date: _____
(Proprietor / Partner / Director / Authorised Signatory) Please indicate:

Full Name: _____ Position: _____

Signed: _____ Date: _____
(Proprietor / Partner / Director / Authorised Signatory) Please indicate:

Full Name: _____ Position: _____