

## Dear potential account customer

Thank you for taking the time to fill out our credit application. Please be aware that completion of the form does not guarantee an account will be opened. If your application is successful you will have access to a new world of high quality doors and door systems that you can either add value to with your own product and service or on-sell as a complete item.

**Pages 1-5 must all be returned to enable us to action your application. The Trade Reference Form should be completed by the applicant's references.**

CS Cavity Sliders Pty. Ltd. has grown over the years to include the following product ranges:

### CavitySliders™

**CS CavitySliders** is Australasia's largest range of cavity sliders, including speciality units for specific applications that can be ordered with a choice of **Detail Options** for a unique architectural finish.

### DoorLeaves™

The **CS DoorLeaves** range consists of mainly aluminium framed and clad doors. Unlike timber doors our door leaves have been designed to reduce the risk of bow, rust or rot. Suitable for both sliding and hinged applications, CS DoorLeaves are pre-finished, ready for installation.

### AutomaticUnits™

Our automation has been specifically designed for cavity sliding doors. The **CS AutomaticUnits** range also offers surface sliding and automated pivot solutions.

### WardrobeSliders™

**CS WardrobeSliders** are a complete sliding wardrobe door solution. As a unit they come complete with track, guides and all jamb liners. Installation is simply a case of securing the unit within the wall framing, then lining and finishing.

### Pre-HungJambs™

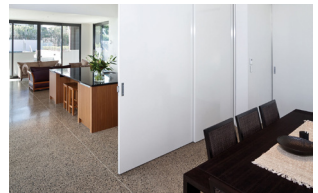
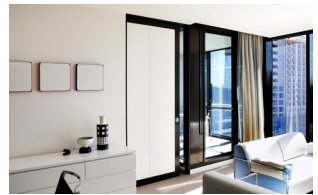
The **Pre-HungJambs** range consists of high quality pre-finished aluminium pre-hung jambs ideal for all hinged applications. Available in anodised or powder coated finishes.

### TrackSystems™

**CS TrackSystems** is a range of versatile, quality tracks designed for different doorway solutions. There are a variety of wall and ceiling hung options, predominantly for surface sliding applications.

### CaviLock®

**CaviLock** continues to manufacture its classic, high-quality ranges of handles and locks for sliding doors as well as offering a selection of architectural hardware from third party suppliers.



We have a door solution for just about any situation. We wish you all the best in your endeavours.

**The Team at CS CAVITY SLIDERS**

# Credit Account Application Form



## ENTITY DETAILS:

**Applicant's Full Legal Name** (i.e. not trading name): \_\_\_\_\_ ("The customer")

(Please Tick) Sole Trader  Individual  Partnership  Ltd Company  Multistate  (please state) \_\_\_\_\_

**ABN:** \_\_\_\_\_

Trading as: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Years in business: \_\_\_\_\_

Business Phone Number: 1: \_\_\_\_\_ 2: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Name & Position: \_\_\_\_\_

Accounts Email: \_\_\_\_\_

## **Ownership:** PLEASE INSERT OWNER(S) / DIRECTORS NAME(S) IN FULL

1 : \_\_\_\_\_ Address: \_\_\_\_\_ Ph: ( ) \_\_\_\_\_

2 : \_\_\_\_\_ Address: \_\_\_\_\_ Ph: ( ) \_\_\_\_\_

3 : \_\_\_\_\_ Address: \_\_\_\_\_ Ph: ( ) \_\_\_\_\_

IF LIMITED LIABILITY COMPANY - Address of Registered Office: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_ Affiliated or Parent Companies: \_\_\_\_\_

## **Financial & Professional Advisors**

Capital \$ \_\_\_\_\_ Paid Up: \_\_\_\_\_

Securities over Business Assets: \_\_\_\_\_

Name of Accountant: \_\_\_\_\_ Solicitor: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Account Number: \_\_\_\_\_

## **Trade References - No Subcontractors**

1: Company \_\_\_\_\_ Contact Name: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Account Open Since: \_\_\_\_\_

Fax: ( ) \_\_\_\_\_ Accounts Email: \_\_\_\_\_

2: Company \_\_\_\_\_ Contact Name: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Account Open Since: \_\_\_\_\_

Fax: ( ) \_\_\_\_\_ Accounts Email: \_\_\_\_\_

3: Company \_\_\_\_\_ Contact Name: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Account Open Since: \_\_\_\_\_

Fax: ( ) \_\_\_\_\_ Accounts Email: \_\_\_\_\_

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf. I/We warrant to Cavity Sliders Pty Ltd that the above information is to the best of my knowledge, information and belief true and correct and that I am duly authorised to enter into this application and future contracts on behalf of the customer.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Dated this: \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_ Credit Limit Request: \_\_\_\_\_ Authorised By: \_\_\_\_\_

## Guarantee And Indemnity

**IN CONSIDERATION** of Cavity Sliders Pty. Limited ("the seller") supplying and continuing to supply goods and/or services to \_\_\_\_\_ ("the customer") **I/WE JOINTLY AND SEVERALLY:**

1. **GUARANTEE** the payment on demand to the seller of all moneys now owing to the seller by the Customer and all further sums of money from time to time owing to the seller by the Customer in respect of goods and services supplied or to be supplied by the seller to the Customer or any other liability of the Customer 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) incurred by or assessed against the seller in connection with:
  - ▮ the supply of goods or services to the Customer; or
  - ▮ the recovery of moneys owing to the seller by the Customer including the enforcement of this guarantee; or
  - ▮ moneys paid by the seller with the Customer's consent in settlement of a dispute that arises or results from a dispute between the seller, the Customer and a third party, or any combination thereof, over the supply of goods or services by the seller to the Customer.
3. **ACKNOWLEDGE** 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 Customer and all obligations herein have been fully paid, satisfied and performed.
4. **FURTHER ACKNOWLEDGE** that 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 Customer or any one or more of any other guarantor(s) or otherwise) and no failure by any named guarantor to properly execute this deed shall impair or limit the liability under this Guarantee and Indemnity of any guarantor. Without affecting the Customer's obligations to the seller, each guarantor shall be a principal debtor and liable to the seller accordingly.
5. 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 reference and enquires about me/us or by way of information exchange with credit reference agencies, details of this guarantee and any subsequent dealings that I/We may have with the seller as a result of this guarantee being actioned by the seller.
6. I/We further acknowledge that the above information is to be used by the seller for all purposes in connection with the seller considering this guarantee and the subsequent enforcement of the same.

### GUARANTOR -1

SIGNED \_\_\_\_\_ Full name \_\_\_\_\_

Present address \_\_\_\_\_

SIGNATURE OF WITNESS \_\_\_\_\_

Name of Witness \_\_\_\_\_ Occupation \_\_\_\_\_

Present Address \_\_\_\_\_

EXECUTED as a deed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

### GUARANTOR -2

SIGNED \_\_\_\_\_ Full name \_\_\_\_\_

Present address \_\_\_\_\_

SIGNATURE OF WITNESS \_\_\_\_\_

Name of Witness \_\_\_\_\_ Occupation \_\_\_\_\_

Present Address \_\_\_\_\_

EXECUTED as a deed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

- Note: 1 If the Customer is a sole trader or partnership the guarantor(s) should be some other suitable person(s).  
 2 If the Customer is a company the guarantor(s) should be a director and/or shareholder.  
 3 If the Customer is a club or incorporated society the guarantors should be the president and secretary or other committee member.

These Terms and Conditions (Terms) of Sale apply to all orders and contracts involving supply of Goods or services by CS Cavity Sliders Pty Limited and constitute the accepted and adopted Security Agreement as defined by the Personal Properties Securities Act (PPSA) between the parties.

No person acting or purporting to act on behalf of CS Cavity Sliders will have authority to waive or change these Terms orally, and any waivers, changes or amendments will have effect only if made in writing and signed by CS Cavity Sliders.

These Terms may be updated by CS Cavity Sliders from time to time without notification to the Customer.

## 1. DEFINITIONS

These terms of trade between CS Cavity Sliders Pty Limited (the "Company") and the Customer (the "Customer") applies to our quotation and any specifications or drawings we nominate as forming part of this contract between the Company and Customer and applies to all orders accepted by the Company or quotations approved by the Customer and that these terms and conditions will prevail and take precedence over any written document or oral message from the Customer and in the case of conflict or dispute between the parties these terms and conditions will prevail. Where the Company fails to enforce any of the terms and conditions of this contract or fails in any way to exercise its rights under this contract the Company will not be deemed to have waived these rights with respect to any term or condition or right.

### 1.1 In these Terms and Conditions of Sale

- ACL** means the Australian Consumer Law, as contained in the Competition and Consumer Act 2010 (Cth).
- Company** means CS Cavity Sliders Pty Limited (ABN 86 061 741 197) of Unit 1, 7-11 Rodborough Rd, Frenchs Forest, NSW 2086 and any related or affiliated entities.
- Customer** means the any person or entity, party or parties which orders the Goods from the Company.
- Goods** means the Goods provided by the Company to the Customer including any inventory and without limitation, all present and after acquired multi functional industrial, residential and commercial doors, automatic units, locks and track systems, door leaves and sliders and accessories, all spare parts and all inventory supplied and any other Goods supplied together with all proceeds arising from that property including money, accounts receivable chattel paper, intangibles, negotiable instruments, documents of title and investment securities and any materials or parts supplied in order to repair property of the Customer.;
- Services** means labour services for installation and commissioning of Goods or other contracting supplied at an hourly rate or at a quoted fixed cost following written instructions or reasonable oral instructions from the Customer and the Customer will confirm acceptance of the fixed cost or hourly rate by supplying orders to the Company.
- Payment** means the receipt by the Company of cleared funds. All payments must be payable to CS Cavity Sliders Pty Limited;
- PPSA** means the Personal Property Securities Act 2009 (Cth); and
- Terms** means these standard Terms and Conditions of Sale.

## 2. QUOTATIONS

- 2.1 The Company will publish a price list or provide a quotation for its Goods and Services excluding GST following instructions from the Customer and the Customer will confirm the cost by signing an order to the Company or signing the Company's quotation. Quotations will be valid for (60) sixty days by the Company may withdraw and Quotation before Customer signed acceptance. The Company may cancel any order without liability if it considers the order uneconomic or unpractical to fulfil.

## 3. GENERAL

- 3.1 The Customer agrees to be bound by the following Terms in respect of all sales of all Goods by the Company to the Customer and where applicable, for the provision of credit in relation to such sales.
- 3.2 The Customer acknowledges that any Terms endorsed on any other document and in particular on any order form produced by the Customer are expressly negated and do not form part of the contract between the parties unless accepted in writing by the Company.
- 3.3 The Customer also acknowledges that by ordering Goods from the Company, the Customer agrees to be bound by these Terms.

## 4. PRICES

- 4.1 The stated prices (whether listed, quoted or tendered) exclude all taxes, insurance or freight unless otherwise specified in writing.
- 4.2 The prices listed are based upon rates and conditions as at the date of supply unless, otherwise specified in writing and orders are accepted by the Company on the understanding that they are charged at the prices ruling at the time of delivery.

## 5. PAYMENT

- 5.1 All payment terms are 20th of the following month from the date of the invoice, unless otherwise confirmed in writing by the Company.
- 5.2 If payment is not received by the due date, the Company may (without prejudice to any other rights it has pursuant to these conditions or by law) withdraw any previously agreed discount or special terms, and also may charge simple interest of 2.5% per month from 30 days after the date payment became due until the date the Company receives payment in full. Payments received after the due date will be applied firstly to the portion representing interest and secondly to the portion representing purchases.
- 5.3 Credit limits granted may not be exceeded without the written prior consent of the Company.
- 5.4 The Customer acknowledges that, should any amount not be paid on the due date, or any payment is unpaid, the entire balance outstanding will immediately become due and payable without any notice.
- 5.5 In the event of the Company instructing its solicitors to collect an overdue amount, all legal fees and collection charges and tracing agents fees as between solicitor and client will be borne by the Customer and all payments made will first be allocated towards such fees and charges thereafter to interest and finally to capital.
- 5.6 If the Customer defaults in making payment to the Company in accordance with these Terms or, (being a corporation), has a Receiver, Receiver and Manager, Administrator, Liquidator (provisional or otherwise) or Controlling appointed, or, (being a natural person), commits an act of bankruptcy, dies or becomes of unsound mind or permanently disabled:-
  - The whole of the sum then owing by the Customer to the Company for all Goods sold by the Company to the Customer, will immediately become due and payable and the Customer will not be entitled to purchase Goods on credit from the Company, unless the Company has agreed to the same in writing, in which case, unless a contrary intention is shown in such agreement, the payment obligations contained in these Terms will apply; and
  - The Company may do any one or more of the following in its absolute discretion:
    - charge and debit to the Customer's account interest on the outstanding balance from the due date for payment until the date of payment at the rate of proscribed from time to time under the relevant penalty interest rates legislation in NSW;
    - engage a collection agency or lawyer to commence debt recovery proceedings and charge and debit to the Customer's account all costs and disbursements incurred in so doing on a full indemnity basis;
    - revoke, suspend or vary any credit account and require any further transactions with the Customer to be on a cash before delivery basis; require that all amounts owing to the Company to become immediately due and payable without deduction or adjustment, notwithstanding any previous deduction or adjustment previously

- offered;
- rescind all discounted quotations or rates and recalculate outstanding charges;
- exercise its right to repossess Goods;
- withhold delivery of Goods that have been ordered by but not delivered to the Customer; and/or
- cancel any orders for Goods that have been ordered by but not delivered to the Customer and recover from the Customer any or all losses, damages, costs, interest, fees, charges (including handling charges payable to the Company and its suppliers) and all expenses incurred and suffered by the Company as a result of the Customer's default and the subsequent cancellation.

## 6. ORDERS

- 6.1 Until such time as the Company accepts, in writing, a written order (i.e. the contract) submitted by the Customer it will not be obligated to supply to the Customer the Goods.
- 6.2 If at any time the Customer is in default of its payment obligations under these Terms, the Company may cancel or suspend any incomplete order that has been accepted by the Company without being liable to the Customer in any way whatsoever.
- 6.3 The Company will not under any circumstances be responsible to the Customer for a breach of its obligation to supply Goods pursuant to an order that it has accepted, which failure to supply is caused by matters beyond the Company's reasonable control, (including but without limiting the generality of the foregoing, acts of God, acts of any government, war or other hostility, national or international disasters, equipment failure, strikes or lockouts, inability to obtain necessary supplies and the like and other force majeure occurrences).
- 6.4 All Goods to be supplied by the Company to the Customer are as described in the order approved by the Company and such order will prevail over all other descriptions, including any specifications of the Customer.
- 6.5 A binding contract will come into effect once an order is placed and accepted by the Company and such order cannot then be cancelled or varied without the written approval of the Company.
- 6.6 Cancellation of Order will not be accepted unless submitted in writing and acknowledged by the Company. In the event that the Company does accept the cancellation or variation of an order, it will be entitled to charge a reasonable fee for any work done on behalf of the Customer to the date of the cancellation or variation including a fee for the processing and acceptance of the Customer's order and request for cancellation or variation.
- 6.7 In the event the Customer purports to cancel or vary any order, such attempt may at the Company's election be construed as a repudiation of the contract between the parties and the Customer will pay to the Company all losses, damages, costs, interest fees, charges including handling, charges payable to both the Company and its suppliers (if any) and the expenses incurred or suffered by the Company as a result of the repudiation of the contract.
- 6.8 The Company may vary or withdraw the Customer's credit account at any time at its sole discretion. Cancellation by the Company of any credit account may be done orally or in writing.

## 7. DELIVERY OF GOODS / SERVICES

- 7.1 Any stated delivery dates are estimates only and the Company will not be held liable for non-delivery or late delivery and the Customer will not be entitled to cancel its order.
- 7.2 The Company reserves the right to make partial deliveries and to be entitled to payment for partial deliveries in accordance with these Terms and incomplete delivery will not entitle the Customer to withhold payment for the Goods.
- 7.3 If the Customer is unwilling or unable to accept delivery of any Goods, the Company may arrange for storage and insurance of the Goods as it thinks fit and at the Customer's expense, in which case the Goods will be deemed to be delivered to the Customer and will be invoiced and payment will become due accordingly.
- 7.4 Without prejudice, to its other rights, the Company will be entitled to withhold delivery if it considers the Customer's creditworthiness to be unsatisfactory.
- 7.5 Unless there is a specific agreement to the contrary, delivery of Goods by the Company to the Customer takes place at the premises of the Company at the time the Goods leave the premises for shipment to the Customer whether shipped by the Company or collected by the Customer or a contractor of the Customer.
- 7.6 Goods supplied by the Company to the Customer will be at the Customer's risk upon delivery to the Customer or into the Customer's custody (whichever the sooner), and the Customer must insure the Goods against such risks as the Company reasonably requires.
- 7.7 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Company is entitled to receive all insurance payable for the Goods. The production of these terms and conditions by the Company is sufficient evidence of the Company's rights to receive the insurance proceeds without the need for any person dealing with the Company to make further enquiries.
- 7.8 The risk of any loss or damage to or any deterioration in the Goods from whatever cause will pass to the Customer at the time of delivery.
- 7.9 The Customer will inspect all Goods delivered by the Company to the Customer immediately upon delivery.

## 8. CLAIMS FOR DAMAGED OR DEFECTIVE GOODS

- 8.1 The Company will provide a form for any claims for damaged or defective Goods or Services but will not accept any claim by the Customer for any reasons where the Customer may be prejudiced by the defect or failure of the Goods or Services including economic loss, consequential loss or any other form of loss whatsoever and this warranty will **not apply**, where:
  - Goods or Services have not been paid in full and according to the terms of payment.
  - The defect or failure is due to or resulting from damage or misuse or use contrary to the printed instructions of the Company for maintenance or care while in the possession of the Customer.  
Common misuse is:
    - Not operating the Goods in accordance with Operating Manuals.
    - The Goods are not used to their rated capacity.
    - The Goods are subject to impact or sudden movement or continual relocation.
    - The Goods are used to hold loads of any type.
    - The Goods are subject to excessive vibration or heat or moisture.
  - The defect or failure is due to persons not technically competent to use the Goods.
  - The defect or failure is due to the Goods not being used for the purpose for which they were specified.
  - The defect or failure is caused by the Customer or a third party on behalf of the Customer attempting integration or interfacing of the Goods with other goods.
  - The Customer or any third party altering the Goods in any way different to the condition in which they were supplied or installed.
  - The defect or failure is due to environmental conditions of the Customer's site causing deterioration.
  - The defect is due to the Customer or its agent attempting modification or repair of the Goods.
- 8.2 The defect is due to the Customer or its agent attempting modification or repair of the Goods.
- 8.3 Return of Goods will not be accepted unless the return is agreed by the Company beforehand, and not if the return is made more than 7 days after receipt of Goods. Damage in transit on return Goods is at the Customers' risk. All costs associated with any returns as set out in the above clause 8.3, will be borne by the Customer.
- 8.4 The Company will not be responsible for any loss or damage howsoever caused to the property or person of the Customer or any third party as a

- result of any defect in the Goods whether patent or latent, and the Customer indemnifies the Company against any claims made against it by any third party arising out of any such defects.
- 8.6 Subject to any express written warranty otherwise given by the Company and subject to any statutory warranties express or implied, including under Part 3 – 2 Division 1 of the ACL which by law cannot be excluded, all warranties conditions and representations whether express or implied are expressly negated. Where a warranty or condition is implied by law, the Company's liability to the extent that same can be so limited is limited to replacement of Goods or supply of equivalent Goods or payment in an amount as determined by the Company.
- 8.7 To make a claim in relation to defective Goods:
- The Customer must comply with the provisions of this clause.
  - The Goods must be returned at the Customers' cost in accordance with procedures specified by the Company from time to time.
  - The Company will not be liable for Goods which have been:
    - Lost, destroyed or disposed of by the Customer; or
    - Damaged after being delivered to the Customer for reasons not related to their state or condition at the time of supply.
  - The Goods must be returned in the condition in which they were delivered and with all packaging material, as is reasonably possible in the circumstances.
- 8.8 Except where the ACL applies, the Company may (in its discretion) accept or reject the Goods for a credit or return and the Company may (without limited its discretion) refuse to return or credit goods which are made to special order or to Customer specification.
- 9. INTELLECTUAL PROPERTY**
- 9.1 The Customer agrees that where the Company provides written instructions, written technical advice, drawings, designs, models, prototypes or samples the ownership (whether they are trade marked or not) will remain the intellectual property of the Company and the Customer agrees that it can only use the intellectual property in the use of the Goods or Services and that it will not give, sell or assign the intellectual property of the Company to any third party.
- 9.2 Where the Company has followed plans, drawings, designs, specifications and instructions being oral or written provided by the Customer, the Customer will indemnify the Company against damages, costs and expenses in respect of which the Company may become liable by following such plans, drawings, designs, specifications and instructions including those arising from the infringement of patents, copyrights or trademarks by the Customer.
- 9.3 If any claim is made against the Customer in respect of infringement of copyright, patent or registered design (intellectual property) relating to the Goods supplied by the Company for the use of the Customer, the Customer will advise the Company and follow the directions of the Company with regard to defence or security of the intellectual property and the Company will decide its course of action and indemnify the Customer against all claims against infringement of intellectual property brought by any third party.
- 10. TITLE & RISK**
- 10.1 Ownership of the Goods supplied by the Company to the Customer will remain with the Company and will not pass to the Customer until such time as all debts owing by the Customer to the Company have been paid in full.
- 10.2 Until such time as all Goods and any other monies due to the Company have been paid in full, the Company authorises the Customer to sell the Goods as fiduciary agent for the Company in the ordinary course of its business. The Customer must not represent to any third party that is acting for the Company, and the Company will not be bound by any contracts with third parties to which the Customer is party. The Customer, in holding the Goods, will act as the Company's fiduciary agent and bailee.
- 10.3 The proceeds of the sale of the Goods by the Customer must be paid into a separate account and held in trust for the Company. The Customer must make payment to the Company from the account of all amounts which may be owing by the Customer to the Company from time to time.
- 10.4 Until such time as the Goods have been paid for in full and all other debts discharged by the Customer, the Customer must store the Goods in such a manner as to show clearly that they are the Goods of the Company.
- 10.5 The Customer irrevocably agrees and undertakes that the Company (its servants or agents) will have the right (and without prejudice to any other rights the Company may have pursuant to these Terms or at law or in equity) without notice or demand, to immediately enter the Customer's premises and retake possession and remove the Goods in the possession of the Customer wherever situated.
- 11. PERSONAL PROPERTY SECURITIES ACT**
- 11.1 The Customer acknowledges and agrees that following the commencement of the PPSA, the following provisions will apply to these Terms. Unless otherwise stated, a term contained in these Terms that is defined in the PPSA (but not otherwise defined in these Terms) has the meaning given to it in the PPSA.
- 11.2 The Customer acknowledges and agrees and grants to the Company, a security interest in:
- all Goods and any proceeds previously supplied by the Company to the Customer;
  - all Goods and any proceeds that will be supplied in the future by the Company to the Customer created under these Terms (as the accepted and adopted security agreement between the parties); and
  - this security interest secures all moneys owing by the Customer to the Company under these Terms or otherwise.
- 11.3 The Customer acknowledges and agrees the security interest is a continuing and subsisting interest in the Goods with priority over any registered or unregistered general (or other) security interest and any unsecured creditor.
- 11.4 The Customer acknowledges that the security interest over Goods or their proceeds arising under these Terms as and where applicable, will be a purchase money security interest (PMSI) to the extent that it secures payment of the amounts owing in relation to the Goods.
- 11.5 The Customer will do everything reasonably required of it by the Company to enable the Company to register its security interests with the priority the Company requires and to maintain those registrations including:
- signing any documents and/or providing any information which the Company may reasonably require to register a financing statement or a financing change statement in relation to a security interest; or
  - to correct a defect in a financing statement.
- 11.6 The security interests arising under this clause 5 will be perfected by the Company prior to the Customer obtaining possession on delivery of the Goods and the parties confirm they have not agreed that any security interest arising under this clause 5 attaches at any later time.
- 11.7 The Company does not need to give the Customer any notice under the PPSA (including notice of the financing statement or verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.
- 11.8 Any time the Customer makes a payment to the Company, irrespective of whether the payment is made under or in connection with this Agreement, the Company may apply that payment:
- first to satisfy an obligation that is not secured;
  - second, to satisfy an obligation that is secured, but not by a PMSI; and
  - third, to satisfy an obligation that is secured by a PMSI for that obligation and using proceeds from the sale of the collateral subject to that PMSI; and
  - fourth, to satisfy an obligation that is secured by a PMSI using funds or proceeds from any source; or
- e) despite the foregoing, any manner the secured party sees fit.
- 11.9 For the avoidance of doubt and without prejudice to the Company's rights under the PPSA, the Customer:
- may process the Goods supplied by the Company to the Customer and accession or commingle them with other property in which case the Company will have a security interest in any processed, accession and commingled Goods; and
  - may sell the Goods to its customers and if it does so, then the Company will have a security interest in the proceeds of sale; and
- will, where and when applicable and instructed by the Company, implement, maintain and comply in all material respects with, procedures for the perfection of security interests, including taking all steps under the PPSA to perfect continuously any such security interest.
- 11.10 If Chapter 4 of the PPSA would otherwise apply to the enforcement of the security interests created under these Terms, the Customer agrees that sections 95, 120, 121(4), 125, 128, 129, 130, 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA will not apply to the enforcement of those security interests.
- 11.11 The Customer agrees not to disclose to an 'Interested person' (as defined in section 275(9) of the PPSA) or any other person, any Information of the kind described in section 275(1) of the PPSA including these Terms as the security agreement between the Customer and the Company.
- 11.12 The Customer will notify the Company immediately in writing if the Customer changes its name and address for service, contact details or if there are any changes to data required to register a financing statement under the PPSA in respect of these Terms.
- 11.13 The Customer agrees to keep and maintain all Goods free of any charge, lien, or security interest except as created under these Terms and not otherwise to deal with Goods in a way that will, or may, prejudice the rights of the Company under these Terms and Conditions or the PPSA.
- 11.14 The Customer irrevocably grants to the Company the right to enter any premises or property of the Customer without notice, and without being in any way liable to the Customer or any other person, if the Company has cause to exercise any of its rights under the PPSA, (and in particular under section 123) and the Customer agrees to indemnify the Company against any such liability.
- 12. CUSTOMER DETAILS AND CHANGES**
- 12.1 The Customer and each Director of the Customer warrant and represent to the Company that within the last five years, no proprietor, director or shareholder of the Customer has been subject to bankruptcy proceedings or been associated as a proprietor, director, shareholder, or manager of a business or company which has failed or was subjected to a form of insolvency, including receivership, voluntary administration, administrator or controller appointed, or liquidation.
- 12.2 The Customer and each director of the Customer warrant and declare that all information supplied by the Customer as part of this Credit Application and Terms is true and correct in all respects. Any credit account approved by the Company for the Customer relation to trading between the Company and the Customer is granted by the Company on the basis of information supplied by and representations made on behalf of the Customer and, in particular, on the information disclosed by the Customer in relation to ownership of the Customer as set out in the application for that credit account.
- 12.3 The Customer must give notice in writing immediately to the Company of the change of address, telephone number, facsimile numbers, email addresses or address for delivery to the Customer.
- 12.4 The Customer must inform the Company of any changes in the ownership of the Customer (whether total or partial) by forwarding to the Company notice, in writing, of that change. Until such notice is received by the Company and until the new owners are approved by the Company the Customer and if it is a company or trustee, each of the Directors will hold the Company indemnified, against all losses, unpaid accounts, interest, damages, costs, charges, fees and expenses of whatsoever nature incurred or suffered by the Company in trading with any person, company (including the same company but with a different shareholder or shareholders) or other entity (including a trust) which may have purchased the Customer's business or any interest or any of the shares in the Customer and used the Customer's previously approved credit account for trading. If there is a change in the ownership of the Customer (whether total or partial) then the Company may require the Customer to make a further application for credit.
- 13. CREDIT FACILITY**
- 13.1 The Company may, in its absolute discretion, approve or reject a Credit Application.
- 13.2 The Company will allow the Customer to purchase Goods & Services as long as the total purchases do not exceed the credit limit approved by the Company.
- 13.3 A credit limit approved by the Company must not be exceeded. In its absolute discretion, the Company may:
- increase or decrease, suspend or cancel the Customer's credit limit;
  - reject or accept any request by the Customer to increase its credit limit; or
  - require payment for Goods & Services prior to performance, without incurring any liability to the Customer for doing so.
- 13.4 The Company may request further information from the Customer if the Customer applies to increase the credit limit approved by the Company.
- 13.5 If the Company suspends or cancels the Customer's credit account, the Customer must immediately pay to the Company all amounts owed to the Company by the Customer. Such suspension or cancellation does not affect any of the Customer's or Guarantor's obligations to the Company.
- 14. SECURITY**
- 14.1 **Secured Money** means all amounts payable, owing but not payable, or that otherwise remain unpaid, by the Customer to the Company in connection with these Terms and any other agreement with the Company.
- 14.2 To secure payment of the Secured Money and performance of the Customer's obligations to the Company, the Customer and Guarantors charge, in favour of the Company, all of their legal and equitable interest (including as beneficial owner, both present and future) of whatsoever nature held in any and all real property owned by the Customer or the Guarantors at any time solely or jointly (Real Property).
- 14.3 The Customer and Guarantors must, on request by the Company, execute any documents and do all things reasonably required by the Company to register its security over any Real Property. If the Customer or Guarantors fail to deliver the requested documents, the Customer appoints the Company to be its lawful attorney for the purpose of executing and registering such documents. The Customer indemnifies the Company against all costs and expenses incurred by the Company in connection with the preparation, execution and registration of such security.
- 14.4 The Customer and Guarantors irrevocably and unconditionally consent to the Company lodging a caveat noting its interest in any Real Property.
- 14.5 To better secure the Customer's and Guarantors' obligations under these Terms, any other agreement with the Company, any Credit Application and any loss or damage suffered by the Company arising from a breach by the Customer or the Guarantors, the Customer must if requested to do so by the Company at the same time as it signs and submits the Credit Application to the Company pay to the Company the amount specified in the Credit Information section in the Credit Application as a security deposit.
- 14.6 The Customer must pay the security deposit either by way of cash deposit or by procuring a bank guarantee from an Australian authorised deposit-taking institution.
- 14.7 Where the Customer provides the security deposit by way of cash deposit, the Customer acknowledges that the Company shall hold the cash deposit whilst any Credit Application or any other agreement is subsisting.
- 14.8 Where the Customer provides the Security Deposit by way of bank guarantee, the bank guarantee must:
- be from a bank approved by the Company for the amount of the security deposit;
  - be unconditional;
  - be irrevocable by the Customer;
  - not contain an expiry date;
  - be in favour of the Company; and
  - otherwise in a form reasonably satisfactory to the Company.
- 14.9 If the Customer or Guarantors do not comply with any of their obligations under its agreement with the Company, the Company may use or apply the security deposit towards the loss, damage or cost incurred by the Company in remedying the non-compliance on the part of the Customer or the Guarantors

- under, any agreement with the Company.
- 14.10 If the Company draws on the security deposit pursuant to clause 14.8 the Customer must no later than seven (7) days after receiving written notice from the Company, provide an additional amount or further bank guarantee to ensure the security deposit is maintained in the amount set out in the Credit Application.
- 15. GUARANTOR**
- 15.1 The Customer and Guarantors have requested that the Company supply Goods & Services to the Customer and the Company has agreed to do so in consideration of the guarantee and indemnity provided.
- 15.2 The Guarantors jointly and severally, unconditionally and irrevocably guarantee to the Company the due and punctual payment by the Customer of the Secured Money and the performance of all other obligations of the Customer to the Company under these Terms or any other agreement with the Company.
- 15.3 The Guarantors jointly and severally, unconditionally and irrevocably indemnify the Company against, and must pay the Company on demand the amount of, all liability, loss or damage arising directly or indirectly from, and any costs, charges or expenses incurred in connection with, a failure by the Customer to pay the Secured Money when due, or any other breach of an obligation owed by the Customer to the Company under these Terms. It is not necessary for the Company to incur expenses or make payment before enforcing this right of indemnity.
- 15.4 This clause 15 is a continuing guarantee and indemnity and is not discharged by any one payment.
- 16. GENERAL**
- 16.1 This document, and any warranties implied by law that are not capable of being excluded or modified embody the entire understanding and the whole agreement between the parties relevant to the subject matter of these Terms and, subject to the express terms contained on any written order and written acceptance by the Company (which will only apply to that particular order) all previous negotiations, representations, warranties, arrangements and statements (if any) whether expressed or implied, including any collateral agreement or warranty with reference to the subject matter or the intentions or either of the parties are merged and otherwise are excluded and cancelled.
- 16.2 Since methods and conditions of application and use of the Goods are beyond the control of the Company, any liability whatsoever which the Company may have under any implied or express statutory or other representation, warranty, condition or term made in connection with or applying in respect of the quality, state, condition, fitness, or properties of any goods supplied by the Company is limited to the replacement of the Goods or credit or payment of a price at the option of the Company.
- 16.3 In particular any liability owed by the Company does not extend to consequential loss and is conditional upon the Customer making a written claim to the Company within a reasonable time of delivery and returning to the Company a sufficient part of the Goods to enable proper examination and testing.
- 16.4 These Terms constitute the entire Agreement between the parties and no amendment or variation will be of any force and effect unless to writing and signed by both the Company and the Customer.
- 16.5 No representations have been made by the Company or on its behalf which have induced the Customer to enter into this Agreement.
- 16.6 The Signatory/ies binds himself/themselves jointly and severally as surety and co-principal debtor/s in with the Customer in favour of the Company, its order or assigns, for the payment of any amount which is now due or owing by the Customer to the Company.
- 16.7 Any notice given under these Terms will be deemed to have been properly given if such notice is:
- Posted by pre-paid postage to the last known business address of the Customer (in which case receipt of the notice will be deemed to be five (5) business days after the posting by the Company); or
  - Transmitted by facsimile to the last known facsimile number of the Customer (in which case receipt of the notice will be deemed to be the date of such transmission); or
  - Sent by email to the last known email address of the Customer (in which case the read receipt for the email will be deemed to be the date of transmission from the Company to the Customer); or
  - Personally delivered to the last name address of the Customer (in which case receipt of the notice will be deemed to be the date of such delivery).
- 16.8 A notice must be in writing and handed personally or sent by fax, email or prepaid mail to the addressee. Notices sent by mail are deemed to be received 5 days after posting. Notices sent by fax or email are deemed received on confirmation of transmission.
- 16.9 These Terms override the Customer's Terms. To the extent of any discrepancy between these Terms and any third party (including the Customer's own) Terms, these Terms prevail.
- 16.10 These Terms constitute the entire Agreement (including Security Agreement) between the parties and no amendment or variation will be of any force and effect unless in writing and signed by both the Company and the Customer.
- 16.11 The Signatory/ies binds himself/herself/themselves jointly and severally as surety and co-principal debtor/s in with the Customer in favour of the Company, its order or assigns, for the payment of any amount which is now due or owing by the Customer to the Company.
- 16.12 No relaxation or indulgence granted by the Company to the Customer will be deemed as a waiver of any rights of the Company in these Terms and such relaxation or indulgence will not be deemed a novation of any of these Terms.
- 16.13 The Company will not be responsible for any loss or damage howsoever caused to the property or person of the Customer or any third party as a result of any defect in the Goods whether patent or latent, and the Customer indemnifies the Company against any claims made against it by any third party arising out of any such defects.
- 16.14 Where a Director/Partner or Proprietor of the Customer uses or authorises the use of his or her Signature in whatever form, including approving an authorised person including any employee to apply his or her Signature to this Agreement including these terms, or leaving an authorised person with his or her email address and password in order to provide authorisation to the Company, the Director/Partner or Proprietor acknowledges and agrees that he/she:
- has full knowledge of the Terms and all material circumstances related to or as stated in the Credit Application or any other agreement between the parties;
  - has provided the requisite authority in whatever form for the use of his or her Signature for the express purposes of agreement between the parties; and
  - acknowledges that the Company has relied upon that Signature as having been duly signed with full and complete authority (express, implied or ostensible) by the Director/Partner or proprietor; and
  - understands the nature and effect of the Credit Application, Terms and any other agreement between the parties, and has had the opportunity of obtaining independent legal advice.
- 16.15 No relaxation or indulgence granted by the Company to the Customer will be deemed as a waiver of any rights of the Company in these Terms and such relaxation or indulgence will not be deemed a novation of any of these Terms.
- 16.16 The Customer agrees that the Company may alter the Terms upon which it sells Goods to the Customer at its absolute discretion and the Company may give notice of the amended Terms in any manner, in its absolute discretion. The Customer acknowledges its responsibility to keep itself informed as to the applicable Terms.
- 16.17 By their execution of the Credit Application or these Terms, the Customer's Directors, Partners or Trustees guarantee and indemnify the Company jointly and/or severally in respect of any failure by the Customer to pay any amount due and payable to the Company and acknowledge as and where applicable, the Company (as secured party) will register its security interest in personal property provided by the Company to the Customer.

- 16.18 If any of these Terms are found to be void, voidable or unenforceable they will be severed and the validity and enforceability of the remaining provisions will not in any way be affected or impaired.
- 16.19 In the event of dispute between the Company and the Customer arising out of this Agreement, the substantive laws of New South Wales will apply and the Customer agrees to pay the undisputed part of the outstanding monies owed and such dispute will be heard in Sydney within twenty (20) days of notification by one party to the other and the dispute will be first referred to a Mediator who as knowledge and experience in the manufacturing and building or construction industries to be agreed between the parties and costs will be equally shared.
- 16.20 The parties acknowledge that the Terms and any orders or contracts are made in the State of New South Wales and will be governed by the laws of that State. The parties agree to submit themselves to the exclusive jurisdiction of the Courts of the State of New South Wales.
- 16.21 None of the following circumstances will preclude the Company from insisting upon strict compliance with the provisions of these Terms:
- Failure to take advantage of any default or breach of these Terms;
  - Any custom or practice which may develop between the parties;
  - The waiver of a particular default or breach;
  - Acceptance of money when there are breaches of these Terms.
- 16.22 An attempt by the Company to mitigate its loss will not surrender any of their rights or be considered a waiver of the default or breach.

#### PRIVACY STATEMENT

**The Company respects the privacy of its Customers and is committed to the protection of personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).**

The Company may collect personal information to assist in providing the Customer with services as well as information on either Goods offered by the Company to the Customer.

The Company collects personal information from Customers in a number of ways including:

- directly, such as when a Customer applies for credit, places an order, becomes involved in any the Company activities, entering personal details on the Company's website, including but not limited to, during registration or application for Credit, when a Customer provides information by phone, or in documents such as a Credit Application form or Deed of Guarantee and Indemnity etc;
- from affiliated companies;
- from the Customer's representative;
- from publicly available sources of information;
- from credit-reporting and fraud-checking agencies and credit providers for credit related purposes such as credit worthiness, credit rating, credit provision and financing;
- from the Company's own records of the Customer dealings; or
- when legally required to do so.

In order to obtain a credit report to enable the Company to provide the Goods, the Customer, agrees that the Company's will collect certain information and provide it to a credit reporting agency who may in turn create and maintain a credit information file about the Customer. This information is limited to:

- identity particulars such as name, address (and the previous two addresses), date of birth, name of employer, and drivers licence number;
- Application for Credit- including the amount;
- loan repayments which are overdue by more than 60 days, and for which debt collection action has started;
- advise that loan repayments are no longer overdue in respect of any default that has been listed;
- information that, in the opinion of the Company, the Customer may have committed a serious credit infringement (that is acted fraudulently or shown an intention not to comply with your credit obligations); and
- dishonoured cheques - cheques drawn by you for \$100 or more which have been dishonoured more than once.

The Customer acknowledges that this requirement applies for as long as an account is held with the Company. This information may be given before, during or after the provision of credit to the Customer.

Customer's details including previous orders will be added to the Company's databases, and will be used by the Company:

- to identify the Customer;
- in providing services including but not limited to the processing of a Credit Application, Deed of Guarantee and Indemnity, and the administration and management of any Contracts or Agreements between the Company and the Customer;
- to provide the Customer with information on Goods and services offered by the Company;
- in undertaking risk assessment and management;
- for the purposes of the PPSA; and
- in gathering data and disclosing data to third parties such as:
  - insurance brokers and insurers;
  - credit reporting agencies;
  - financial institutions including the Company's bankers;
  - service providers; and
  - industry groups, all of whom have a legitimate reason to receive such information so that the Company can provide its Goods to the Customer.

If the Customer provides the Company with personally identifiable information, the Customer may receive from time to time, phone calls, emails or direct marketing containing promotional material. The Customer may receive promotional material, following submission of information to the Company. The Customer agrees to receiving e-mails and other such communication from the Company including information or news about the Company Goods. If the Customer does not want to receive such communication, please contact the Company.

The Customer agrees and acknowledges that the Company may employ other companies or individuals to provide certain services such as analysing customer lists, providing marketing assistance or consulting services. These third parties may have access to information needed to perform their function but cannot use that information for other purposes. The Company does not provide any personal information provided by the Customer to any third parties other than to our affiliated companies or where required by law or as set out in this Privacy Statement, the Company will not sell, trade or rent a Customer's personal information to others.

The Company co-operates with law enforcement agencies as required by law under the Privacy legislation.

All reasonable steps are taken to correct the information the Company holds where that information is not accurate, up-to-date and complete. Further, all reasonable steps are taken to ensure that all information is treated confidentially, kept secure and protected against unauthorised use and is maintained only for the purpose for which it is intended.

The Customer has the right to access its personal information. For further information or to correct personal information held by the Company please contact: **Privacy Officer, CS Cavity Sliders Pty Limited**, Unit 1, 7-11 Rodborough Rd, Frenchs Forest, NSW 2086, Tel: (02) 9905 0588

Please initial \_\_\_\_\_