

**APPLICATION FOR CREDIT FACILITIES AND DEED OF GUARANTEE**

Full Trading Name of Company			Partnership	Sole Trader	Registered Company
Postal Address			Trading Address		
City	State	Post Code	City	State	Post Code
ABN	ACN		Phone	Fax	
Name of Sole Trader / Partners / Directors		Phone	Email		
Name of Accounts Payable Manager		Phone	Email	Credit Limit Requested	
Name of First Authorised Purchaser			Name of Second Authorised Purchaser		

CREDIT REFERENCES: *List below the names, complete addresses and telephone numbers of your major suppliers.*

Reference 1 Name			Address		
City	State	Post Code	Accounts Email	Accounts Phone	
Reference 2 Name			Address		
City	State	Post Code	Accounts Email	Accounts Phone	
Reference 3 Name			Address		
City	State	Post Code	Accounts Email	Accounts Phone	

Bank	Account Number	Address	Phone
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In requesting the above credit facilities, I/We place on record that I/We hereby agree that unless specifically amended in writing by the Company, the **GENERAL CONDITIONS OF SALE** detailed overleaf on each page shall apply to all business transactions with the Company in addition to such other conditions as may be specified by any other individual associated company.

**Authorised Signatory**

I certify that the above information is true and correct, and that I am authorised to make this application for credit as an authorised agent of the Company under s126 of the Corporations Act 2001. I acknowledge and agree to be bound by the **GENERAL CONDITIONS OF SALE** of Entity Brands Pty Ltd contained herein.

Printed Name	Position
Signature	Date

**Personal Guarantee**

The Authorised Signatory agrees that, by his/her signature hereto, binds them self personally as guarantor for and as co-principal debtor in solidum with the Company for the due and proper discharge of all such Company's past, present and future financial obligations to Entity Brands Pty Ltd, and any of its associated companies.

Printed Name of Authorised Signatory	Printed Name of Witness
Signature	Date
Signature	Date

## GENERAL CONDITIONS OF SALE

The following conditions apply to all contracts entered into by the Company for the supply of goods and/or services whether or not arising from the Company's verbal or written quotation or offer.

According to context, and where relevant herein, the word:-

"Contract" includes quotation, tender, agreement or buyer's order; "Goods" includes products, work, services;

"Delivery" includes the execution of work and the provision of goods; "Customer" includes customers, carrier and/or representatives or employees.

### General Terms and Conditions:-

1. The Company reserves the right to suspend deliveries or to terminate any contract at its option in case of war, force majeure, riots, act of God, fire, civil commotion, accidents, inability to obtain supplies from its usual suppliers and/or other unforeseen circumstances of any kind affecting its ability to deliver in any of such events it shall be relieved from all liabilities in connection with the contract and it shall be entitled to obtain payment in respect of deliveries already performed at the time of such suspension or cancellation.
2. All prices and charges quoted relate only to the goods detailed in this contract.
3. Articles manufactured by the Company are inspected and submitted to its standard tests. Any special tests required by the Customer will be charged for.
4. Any contract is conditional upon the Company obtaining any required import permits, authority and or currency facilities from the relevant authorities and the Company being satisfied with the financial ability of the Customer.
5. In the event that the Company is not satisfied with the credit references provided by the Customer, the Company reserves the right to require the Customer to pay all invoices on a COD (cash on delivery) basis until such time as the Company is satisfied to afford a credit facility to the Customer.
6. Dates given by the Company for delivery are approximate. Time of delivery shall not be the essence of any contract. Each partial delivery is to be considered as a separate contract for purposes of payment. Failure by the Company to make any delivery on the intended date shall not entitle the Customer to refuse to accept any other delivery and shall not give rise to any claim for damages.
7. (a) Where the Company agrees to expedite delivery at the Customer's request (even consequent upon a previous delay) the Customer shall pay an additional amount calculated by the Company with reference to the Company's increased costs resulting from overtime work and other expenses;  
(b) The Customer shall pay all additional charges arising from the requirements of any lawful authority, delays, overtime or other causes beyond the Company's control and/or arising out of the Customer's instructions or failure to give instructions.
8. Unless otherwise specified by the Company in writing, payment of all Tax Invoices rendered shall be made by the Customer to the Company in full within a period of thirty (30) days from date of Tax Invoice without any deductions, set off or retentions whatsoever and notwithstanding any counterclaim or complaints which the Customer may have or claim to have. All overdue accounts shall bear interest at the rate of 2% above the prime overdraft rate of the Commonwealth Bank of Australia from time to time and payable by the Customer on all amounts which are overdue for payment.
9. Should the Customer refuse or be unable to accept any complete or partial delivery when tendered, the Company shall be entitled to claim payment of the full contract price forthwith. If execution of the Company's performance is delayed or cancelled by fault of the Customer, the Customer will be liable for any resulting expenses, losses and damages incurred or suffered by the Company.
10. Should the Customer fail to make any payment on due date or to meet any other obligation in terms of any contract, then the Company shall be entitled without prejudice to any other rights to suspend further deliveries and to obtain payment forthwith of all amounts owing from whatsoever cause arising including work in progress whether or not already delivered and/or –
  - (a) To obtain payment of any remaining balance of the full contract price against the Company's undertaking to complete the contract; or
  - (b) To require the Customer to return to the Company any or all of such goods as may have already been delivered but not yet fully paid for and to treat the contract as cancelled.In addition to and without prejudice to any claim the Company may have against the Customer, the Customer shall be liable for any expense or loss, (including loss of profit) injury or damage incurred or suffered by the Company, including any loss on the disposal of reclaimed and/or undelivered goods.
11. Ownership of any goods and packaging delivered remains vested in the Company until payment of all amounts owing on account for any goods supplied, whether past or present, has been paid in full. In the event that any amount is due, owing and payable the Company shall be entitled to enter upon any premises where any goods previously supplied by the Company are located and remove from such premises and take possession of any such goods at invoice value in satisfaction of any and all unpaid amounts which are due, owing and payable at that time by the Customer to the Company. There shall be no requirement whatsoever on the part of the Company to identify any specific stock item to any unpaid invoice.
12. The Company reserves the right to adjust all quoted prices in direct proportion to any variations which may occur in the Company's costs between the date of quotation and the date of delivery of any goods. Such amended prices shall be deemed to be the agreed prices in terms of any contract.
13. The Company shall not under any circumstances be liable for any damage or loss (direct or indirect – consequential or otherwise) whatsoever and however arising.
14. Any terms or conditions which may be contained in a Customer's order shall not be applicable to any contract resulting from such order insofar as such terms and conditions conflict herewith.
15. The Customer shall be responsible for the safekeeping of all goods.
16. Should the Customer (whether a company or otherwise) commit any act of insolvency or attempt to compromise with creditors or allow a judgment of any court to remain unsatisfied for 10 days, or have made any incorrect statement or representation in connection with any contract or, being a company should an application for its judicial management or liquidation be made, then the Company shall be entitled to apply mutatis mutandis the remedies described in paragraph 11 hereof.
17. A certificate by the Company's auditors in respect of any prices, costs or adjustments referred to herein shall be final and binding.
18. All contracts are subject to the goods referred to therein being available and unsold on receipt by the Company of the order.
19. (a) Goods supplied by the Company will conform only to such requirements as are specifically undertaken by the Company in writing under the signature of a Director. If proved to the Company's satisfaction that any goods fail to conform to such specific requirements then the Company's liability shall be limited to either rectifying or replacing the goods or the Company shall be entitled at its option to require that the Customer return such goods to the Company against the Company passing credit for the purchase price of such defective goods as are returned and the Company shall have no further responsibility thereunder. No other express or implied warranties or representations of any nature whatsoever are given or made in regard to performance, quality function, material, workmanship, or suitability of any goods for their intended purpose, whether or not such purpose is known to the Company. All implied warranties are specifically excluded.  
(b) The Customer shall in any event be responsible for and shall pay for the repair or replacement of any goods which may be damaged whilst in his possession.  
  
(c) In the event of repairs or alterations being made by any person other than the Company's authorised personnel without the Company's written consent or the goods having been used in such manner, as in the Company's opinion, to have caused or aggravated any defect or failure to conform, any warranty given by the Company will be rendered null and void.
20. The risk in goods shall pass to the Customer on delivery. Delivery shall be deemed to have been effected when the goods are handed to any carrier for conveyance, or when delivered by the Company's transport to the entrance of the destination premises. The Customer shall be responsible for unloading the delivery vehicle and the Company does not accept any responsibility for moving or packing of goods at the destination. If not delivered by the Company's transport, the carrier shall be deemed to be the agent of the Customer for the purpose of this clause whether the goods are consigned, carriage paid or forwarded. The signature of the Customer on the relevant consignment or delivery note shall be proof of delivery in good order and condition. No claim for damage or incorrect or defective delivery will be valid unless made in writing on such note at the time of delivery.
21. All quotations given by the Company are subject to rectification of any errors and/or omissions.
22. Orders placed with the Company may not be cancelled in part or whole by the Customer except with the Company's written consent. The Customer may not return goods to the Company without the Company's written agreement in which event the Company reserves the right to make a handling and re-stocking charge.
23. This contract shall be governed by and construed in accordance with the Laws of New South Wales and the parties hereto submit to the non-exclusive jurisdiction of the Courts of New South Wales in respect of any dispute or matter arising out of or connected with this contract.
24. The Customer warrants that the owner of any premises where goods are to be delivered has agreed thereto that the contract does not conflict with any conditions of title or other restrictions and that the Customer has or will at his own expense obtain the approval and comply with the regulations of any relevant local authority. The Customer further indemnifies the Company against any claim of whatsoever nature which may arise herefrom.
25. The placing of any order with the Company implies acceptance by the Customer of all the conditions contained herein.
26. No variation of any of these conditions shall be valid unless agreed to by the Company in writing only under the signature of a Director. Any indulgence, lenience or extension which the Company may grant shall not be construed as a novation or waiver of any of the Company's rights.
27. The Customer acknowledges that it shall have no right, title or interest in any of the Company's intellectual property rights including, but not limited to, trademarks, trade names, logos, images, nor the copyright therein whether in electronic format or otherwise, save and except with the Company's prior written consent which may in its absolute discretion be withheld.
28. In this General Conditions of Sale the masculine gender shall include the feminine and vice versa and the singular shall include the plural and vice versa, unless the contrary intention shall clearly appear.