

Telephone

STD	HOME	STD	BUSINESS/WORK
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

AFTER HOURS/MOBILE NUMBER

<input type="text"/>

EMAIL

<input type="text"/>

2. PARTNERSHIP (con't)

PARTNER 2:

Full Name

SURNAME

<input type="text"/>

GIVEN NAMES

1. 2.

Residential Address

UNIT	STREET NUMBER & NAME	
<input type="text"/>	<input type="text"/>	<input type="text"/>

CITY/SUBURB/TOWN

STATE

POSTCODE

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Is Home: OWNED? RENTED? Please specify agent's name: _____

Telephone

STD	HOME	STD	BUSINESS/WORK
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

AFTER HOURS/MOBILE NUMBER

<input type="text"/>

EMAIL

<input type="text"/>

PARTNER 3:

Full Name

SURNAME

<input type="text"/>

GIVEN NAMES

1. 2.

Residential Address

UNIT	STREET NUMBER & NAME	
<input type="text"/>	<input type="text"/>	<input type="text"/>

CITY/SUBURB/TOWN

STATE

POSTCODE

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Is Home: OWNED? RENTED? Please specify agent's name: _____

Telephone

STD	HOME	STD	BUSINESS/WORK
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

AFTER HOURS/MOBILE NUMBER

<input type="text"/>

EMAIL

<input type="text"/>

Or 3. COMPANY OR TRUST

Company Name:

<input type="text"/>

ABN

<input type="text"/>

Business Address:

UNIT	STREET NUMBER & NAME	
<input type="text"/>	<input type="text"/>	<input type="text"/>

CITY/SUBURB/TOWN

STATE

POSTCODE

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Are Premises : OWNED? RENTED? Please specify agent's name: _____

Telephone

STD	HOME	STD	BUSINESS/WORK
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

AFTER HOURS/MOBILE NUMBER

<input type="text"/>

EMAIL

<input type="text"/>

3. COMPANY OR TRUST (con't)

DIRECTOR 1:

Full Name

SURNAME

<input type="text"/>

GIVEN NAMES

1. 2.

Residential Address

UNIT	STREET NUMBER & NAME	
<input type="text"/>	<input type="text"/>	<input type="text"/>

CITY/SUBURB/TOWN

STATE

POSTCODE

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Is Home: OWNED? RENTED? Please specify agent's name: _____

Telephone

STD	HOME	STD	BUSINESS/WORK
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
AFTER HOURS/MOBILE NUMBER			
<input type="text"/>			

EMAIL

<input type="text"/>

DIRECTOR 2:

Full Name

SURNAME
<input type="text"/>

GIVEN NAMES

1. <input type="text"/>	2. <input type="text"/>
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Residential Address

UNIT	STREET NUMBER & NAME	
<input type="text"/>	<input type="text"/>	
CITY/SUBURB/TOWN	STATE	POSTCODE
<input type="text"/>	<input type="text"/>	<input type="text"/>

Is Home: OWNED? RENTED? Please specify agent's name: _____

Telephone

STD	HOME	STD	BUSINESS/WORK
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
AFTER HOURS/MOBILE NUMBER			
<input type="text"/>			

EMAIL

<input type="text"/>

SECTION B: BUSINESS PROFILE

Type of Business: _____ Year Business Commenced: _____ Annual Turnover: \$ _____

Accountant

Name:

<input type="text"/>

Telephone

<input type="text"/>

How long has your accountant acted for you?

<input type="text"/>	<input type="text"/>
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Bank

Name of Bank

<input type="text"/>

Branch

<input type="text"/>

How long have you banked at that branch?

<input type="text"/>	<input type="text"/>
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years

Employees Are Business Premises:

Number of Employees

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OWNED? RENTED?

Please specify agent's name: _____

Solvency

1. Has the business had any judgments against it in the last 5 years?

YES NO

If yes, please provide details: _____

2. Been in Receivership, Administration or subject to an unsatisfied Statutory Demand

YES NO

If yes, please provide details: _____

Has any partner, director or principal

- **Been bankrupt?** YES NO
- **Entered an arrangement pursuant to the Bankruptcy Act?** YES NO
- **Had a judgment in the last 5 years?** YES NO

If yes, please provide details: _____

SECTION C: REFERENCES

BUSINESS NAME	CONTACT NAME	PHONE NUMBER
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

AMOUNT OF MONTHLY CREDIT REQUIRED \$

The Applicant applies to CALCSPLUS PTY LTD ABN 34 127 734 936 for credit. The Applicant acknowledges receipt of and accepts the present standard Terms and Conditions and acknowledges that the Terms and Conditions may be changed by CalcsPlus Pty Ltd from time to time.

The signatory warrants that s/he is authorised to sign this Credit Application on behalf of the Applicant.

SIGNATURE	SIGNATURE
NAME (Block letters)	NAME (Block letters)
POSITION	POSITION
DATE	DATE

Deed of Guarantee and Indemnity

I/We
 of

("the Guarantors") note that the Trading Terms and Conditions have been provided to us by the Company and that I/we have read and understood them. In consideration of the Company supplying Goods and/or Services on credit to the Applicant:

I/We (and if more than one, jointly and severally) agree that if the Applicant at any time fails to pay any money due to the Company or fails to perform or observe any term or condition of credit or sale to be performed by the Applicant, I/we will forthwith pay to the Company all money due and payable by the Applicant (or any subsequent owner of the business name of the Applicant) to the Company. No demand by the Company for payment shall be necessary.

I/We (and if more than one, jointly and severally) further agree to indemnify the Company against any loss of money due to the Company by the Applicant under or relating to any sale by or credit granted by the Company to the Applicant (or any subsequent owner of the business name of the Applicant) including expenses and legal costs associated with the collection of outstanding monies and including any loss suffered by the Company as a result of the Applicant's failure to perform or observe any term or condition of credit or sale.

I/We (and if more than one, jointly and severally) agree that this Guarantee and Indemnity is a continuing Guarantee and Indemnity and will not be invalidated, released or discharged by any event which would or might so invalidate, release or discharge the Guarantee and Indemnity, including (but not limited to) the giving of time, the variation of the Trading Terms and Conditions, the alteration of the composition of the Applicant or the release of the Applicant or any co-guarantor. I/We understand this Guarantee and Indemnity binds me/us personally.

EXECUTED AS A DEED on the day of 20.....

SIGNED SEALED AND DELIVERED)
 by the said)
 in the presence of:)

Witness:

SIGNED SEALED AND DELIVERED)
 by the said)
 in the presence of:)

Witness:

Trading Terms and Conditions.

1. Definitions

In these Terms and Conditions:

"Credit Application" means a form issued by the Company completed by a prospective customer;

"the Company" means CalcsPlus Pty Ltd;

"the Customer" means the person, firm or company ordering or buying the Goods from the Company and, to the extent applicable, the "Applicant" in the Credit Application;

"the Goods" means goods supplied by the Company to the Customer; and

"the Services" means services supplied by the Company to the Customer.

2. General

- 2.1 The whole of the agreement between the Company and the Customer is set out in these Terms and Conditions as amended from time to time and those, if any, which are implied and which cannot be excluded by law (**Terms**). Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) that are contrary to, or inconsistent with, these Terms will not apply nor will they constitute a counter-offer. By receiving delivery and/or supply of all or a portion of the Goods or Services (**Deliverables**), the Customer will be deemed to have accepted these Terms and to have agreed that they will apply to the exclusion of all others.
- 2.2 The Company will not be bound by any order given to the Company by the Customer until the Company has accepted that order in writing. No order may be cancelled, whether in whole or in part, by the Customer unless the Company has first consented in writing to such cancellation or partial cancellation.
- 2.3 The granting of any credit by the Company to the Customer shall be at the Company's absolute discretion and may be revoked at any time, whereupon any and all amounts owing to the Company shall be paid immediately.
- 2.4 The Company reserves the right to stop supply at any time if the Customer fails to comply with the Terms.
- 2.5 Where the Customer comprises more than one person, each person will be jointly and severally liable.

3. Delivery and supply

- 3.1 Any times quoted for delivery and/or supply are estimates only and the Company will not be liable for failure or delay to deliver/supply. The Customer will not be relieved of any obligation to accept or pay for Deliverables by reason of any delay in delivery/supply or dispatch.
- 3.2 The risk of damage, loss or deterioration of any Deliverables will pass to the Customer upon the earlier of dispatch or expiry of two (2) days from the date of notification by the Company to the Customer that the Deliverables are available for collection.
- 3.3 If the Customer is unable or fails to accept delivery of the Deliverables, the Company may deliver it to a place of storage nominated by the Customer and, failing such nomination, to a place determined by the Company. Such action will be deemed to be delivery to the Customer. The Customer will be liable for all costs, charges and expenses incurred by the Company on account of storage, detention, double cartage/delivery or similar causes.

4. Credit terms

- 4.1 Payment in full is required strictly 30 days nett from date of invoice. Interest shall be run on the amount of monies outstanding from the date due for payment until the date payment is made at the rate prescribed by the *Penalty Interest Rates Act 1983* (Vic.) plus 2%.
- 4.2 The Customer is liable for, and will indemnify the Company in respect of, all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a solicitor/own client basis) incurred by the Company for enforcement of the Customer's obligations and recovery of monies due from the Customer to the Company.
- 4.3 In the event of the Customer being in default of its obligation to pay and the overdue account being referred to a debt collection agency and/or law firm for collection, should the agency charge commission on a contingency basis, the Customer shall be liable to pay as a liquidated debt, the commission payable by the Company to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery, and the following formula shall apply.

$$\text{Commission} = \frac{(\text{Original Debt})}{(100 - \text{Commission \% charged by the agency (including GST)})} \times 100$$

- 4.4 Any payments received from the Customer will be applied first to satisfy interest that may have accrued, second to reasonable expenses and legal costs to which clause 4.1 refers, and then to principal.

5. Personal Property Securities Act 2009

- 5.1 By accepting these Terms, the Customer acknowledges and agrees that these Terms constitute a security agreement for the purposes of the PPSA and create a security interest in all of the Customer's present and after-acquired Deliverables supplied by the Company.
- 5.2 Until full payment has been made for all Deliverables, and any other sums in any way outstanding from the Customer to the Company from time to time:
 - (a) property in the Deliverables will not pass to the Customer, and the Customer holds the Deliverables as bailee for the Company (returning the same to the Company on request);
 - (b) the Company retains a security interest in all Deliverables previously supplied by the Company to the Customer (if any) and all Deliverables that will be supplied in the future by the Company to the Customer during the continuance of the parties' relationship;
 - (c) the Customer agrees to store the Deliverables on its premises separate from its own or any other person's goods, and in a manner which makes them readily identifiable as the Company's Deliverables;
 - (d) the Deliverables will nevertheless be at the risk of the Customer from the time of dispatch; and
 - (e) the Company is irrevocably authorised to enter any premises where the Deliverables are kept, and to use the name of the Customer and to act on its behalf, if necessary, to recover possession of the Deliverables, and any property to which the Deliverables are attached, or in which the Deliverables are incorporated.

- 5.3 If the Customer purchases the Deliverables for the purpose of resupply or if the Customer resupplies the Deliverables:
- (a) the Deliverables are inventory for the purposes of the PPSA;
 - (b) the Customer is only authorised to sell the Deliverables (or any portion of them) to third parties as the fiduciary agent of the Company provided that there will be no right to bind the Company to any liability to such third party by contract or otherwise. All payments (direct or indirect) received from such third parties by the Customer for the Deliverables (or any portion of them) will be held on trust for the Company pursuant to the fiduciary relationship.
- 5.4 In the event that the Deliverables (or any portion of them) are attached, fixed, transformed or incorporated into any other goods or products produced by the Customer (or a third party), then title in the Deliverables will remain with the Company until the Customer has made payment for all Deliverables, and the Company will have a security interest in those goods or products, and the Customer must hold a proportion of any payment (**relevant proportion**) received by the Customer for such goods or products on trust for the Company, and the Company will have a security interest in that relevant proportion. The Customer expressly acknowledges that the relevant proportion will be equal to the dollar value of the portion of the Deliverables incorporated or transformed and the Customer further acknowledges that any part payment (not exceeding the relevant proportion) received by the Customer for such goods or products is received as payment first of the relevant proportion.
- 5.5 The Customer undertakes to:
- (a) promptly and at its own cost, sign any further documents and provide any further information (such information to be complete, accurate and up-to-date in all respects) that the Company may reasonably require to register a financing statement, financing change statement or any other required document on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, the Company for all expenses incurred in registering a financing statement, financing change statement or any other required document on the Personal Property Securities Register or releasing any Deliverables charged thereby;
 - (c) not register, or permit to be registered, a financing change statement or a financing change statement in respect of a security interest without the prior written consent of the Company;
 - (d) give the Company at least 14 days prior written notice of any proposed change in the Customer's name or any other change in the Customer's details; and
 - (e) immediately advise the Company of any material change in its business practices that would result in a change in the nature of proceeds derived from any sales of the Deliverables.
- 5.6 The Company and the Customer agree that nothing in sections 130(1)(a) and 143 of the PPSA will apply to these Terms.
- 5.7 The Customer waives its rights as a debtor under sections 92, 93, 94, 95, 97, 118, 121, 132, 135, 137, 140 and 142 of the PPSA.
- 5.8 Unless otherwise agreed to in writing by the Company, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 5.9 Neither party may disclose information of the kind to which section 275(1) of the PPSA refers. The Customer waives any right that the Customer may have or, but for this clause, may have had, under section 275(7)(c) of the PPSA to authorise the disclosure of such information, and otherwise agrees not to exercise any rights it may have under sections 275(7)(c) and (d) without the Company's written consent. To the extent that it is not inconsistent with this clause 5.9 constituting a confidentiality agreement for the purpose of section 275(6)(a) of the PPSA, the Company may disclose information of the kind to which section 275(1) of the PPSA refers to the extent that the Company is not doing so in response to a request by an interested person.
- 5.10 The Customer further agrees that where the Company has rights in addition to those under Chapter 4 of the PPSA, those rights will continue to apply.
- 5.11 The Customer unconditionally ratifies any actions taken by the Company under clauses 5.1 to 5.10 under and by virtue of the power of attorney given by the Customer to the Company, and agrees that this clause 5 will survive termination of this agreement or any agreement hereunder for the sale of the Deliverables.
- 5.12 In this clause:
- (a) "financing statement" has the meaning given to it by the PPSA;
 - (b) "financing change statement" has the meaning given to it by the PPSA;
 - (c) "PPSA" means *Personal Property Securities Act 2009* (Cth);
 - (d) "security agreement" means the security agreement under the PPSA created between the Customer and the Company; and
 - (e) "security interest" has the meaning given to it by the PPSA.

6. Credit information

- 6.1 To enable the Company to assess the Customer's application for credit, the Customer authorises the Company:
- (a) to obtain from a credit reporting agency a credit report containing personal information about the Customer and its guarantors pursuant to section 18K(1)(b) of the *Privacy Act 1988* (**Privacy Act**); and
 - (b) to obtain a report from a credit reporting agency and other information in relation to the Customer's commercial credit activities.
- 6.2 In accordance with section 18N(1)(b) of the *Privacy Act*, the Customer authorises the Company to give to and obtain from any credit provider named in the any credit application made by the Customer to the Company and any credit providers that may be named in a credit report issued by a credit reporting agency information about the Customer's credit arrangements. The Customer understands that this information can include any information about its credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the *Privacy Act*.
- 6.3 The Customer understands that information can be used for the purposes of assessing its application for credit (section 18L(4) *Privacy Act*), assisting it to avoid defaulting on its credit obligations, notifying other credit providers of a default by it and assessing its credit worthiness.

7. Force Majeure

If the Company is prevented at any time from performing any contractual obligation or if any loss, damage, injury or delay in delivery is occasioned by or due to any cause beyond the Company's control including, but without prejudice to the generality of the foregoing, the commission of any criminal act, shortage of goods, act of war, civil commotion, accident, industrial action, Act of God or any restriction imposed by any local municipal or

government authority (including customs authorities) whether Australian or foreign, the Company shall be entitled forthwith to determine the contract and to be discharged from all liabilities whatsoever to the Customer, and the Company shall not be liable for any such loss, damage, injury or delay as aforesaid.

8. Claims

All complaints, claims, or notification of lost Deliverables, incomplete Deliverables, Deliverables damaged in transit or Deliverables that do not comply with the Customer's order must be submitted by the Customer to the Company in writing within seven (7) business days of the date of the invoice rendered for the supply of the Deliverables. Otherwise, the Customer will be deemed to have accepted the Deliverables and will not refuse to pay for the Deliverables on the basis that they were lost, incomplete, damaged in transit, or do not comply with the Customer's order.

9. Warranty and limitation of liability

9.1 Subject to clause 9.2:

- (a) the only guarantee, warranty or condition provided in relation to any Deliverables is any express warranty that the Company provides; and
- (b) the Company excludes all liability in relation to the Deliverables, whether in contract, tort or otherwise, including all liability for any consequential loss or damage.

9.2 Subject to clause 9.3, nothing in clause 9.1 excludes, restricts or modifies:

- (a) the application of any consumer guarantee in the Australian Consumer Law (**Consumer Guarantee**) or any similar provision in the law of any State or Territory that cannot be excluded, restricted or modified (**Similar Provision**);
- (b) the exercise of any right conferred by a Consumer Guarantee or Similar Provision; or
- (c) the Company's liability under a Consumer Guarantee or Similar Provision.

9.3 Where permitted and to the full extent permitted by law, the Company's liability under any Consumer Guarantee or Similar Provision is limited, at its option to:

- (a) in the case of Goods, the repair or replacement of those Goods, the supply of equivalent Goods, the payment of the cost of repairing or replacing the Goods or acquiring equivalent Goods; and
- (b) in the case of Services, supplying those Services again, or paying the cost of having the Services supplied again.

10. Notification

10.1 The Customer must notify the Company in writing within seven (7) days of:

- (a) any alteration of the name or ownership of the Customer;
- (b) the issue of any legal proceedings against the Customer;
- (c) the appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to the Customer; or
- (d) any change in the ownership of the business name of the Customer.

10.2 The Customer agrees that it shall be liable to the Company for all Deliverables supplied to the new owner by the Company until notice of any such change is received.

11. Jurisdiction.

The Customer agrees that this agreement is governed by the law applicable in Victoria and irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Melbourne, Victoria, Australia.