

Terms and Conditions

ABN 61 815 421 569 (the Supplier)

Credit Terms

1. To pay for all purchase of goods and services within **30 days** from EOM or as specifically agreed in writing.
2. That the Supplier may at its discretion demand immediate settlement of extended credit terms, should the currency of the account exceed the Supplier's normal trading terms.
3. That the applicant shall be liable for all costs, charges, commissions, fees and disbursements incurred by the Supplier in recovery of any unpaid account including charges for any dishonored Cheques received.
4. That the Supplier reserves the right to levy interest on any account unpaid on the due date in accordance with the rate set by Section 2 of the Penalty Interest rate Act 1983 set from time to time from the due date until the account is paid in full by the applicant
5. That the Supplier shall be at liberty to withdraw account facilities offered to the applicant at any time without prejudice to any other right the Supplier may have and without being liable for the consequences.

TITLE

6. That the Supplier shall remain the legal and beneficial owner of goods supplied until Payment in full for the purchase price of the goods and all other amounts owing to the Supplier by the applicant are received. Goods are entrusted to the applicant as a Fiduciary so that any sale prior to payment in full to the Supplier shall be made on Behalf of the Supplier who shall have the right to trace the proceeds thereof and maintains the right to reclaim goods and be paid compensation for non use of the goods.

PRICE CHANGES

7. That prices changed for goods and services are subject to alteration without notice. Price charged will be those ruling on the date of dispatch. Notification of price alterations will be made by mail /fax / email or telephone by the Supplier or its Representative.

CREDIT CLAIMS

Stock related

8. That the applicant shall notify the Supplier within forth eight (48) hours after delivery. If any of the goods supplied are damages or have been delivered in accordance with the order. Failure by the applicant to notify the supplier within forty eight (48) hours will be taken by the Supplier to be a waiver by the applicant of any claim the applicant may have. The Supplier will replace short delivered, damaged providing notification is given within the forty-eight (48) hours of receipt of goods, Goods ordered surplus to requirements will not be accepted for credit.

RETURNS

9. Claims will only be valid within seven (7) days after receipt of goods and must be authorized by the Suppliers representative. Copy of Invoice or Invoice number must accompany returned goods. Goods must be in their original condition and free from any markings.
10. That the Supplier will not accept returned goods unless the authorized "Returns Number" is clearly marked on the goods being returned.
11. That the Supplier will not accept returned goods if there is nothing wrong with the goods, or the good were damaged after the applicant bought them, or the applicant had prior knowledge or could reasonably have known, about any faults when purchased from the supplier (eg: Samples, Seconds, Liquidation Stock, etc...)
12. That the Supplier will not accept freight forward charges when the goods have been Consigned by any transport company other than a carrier which has been authorized by the Supplier.
13. That accepted claims may be deducted from payment due to the Supplier within Thirty (30) days of the date of invoice to which the credit relates. The Supplier will not accept outside this period.

GENERAL

14. That the applicant will be responsible for payment of all goods supplied at that order, or by any person in their employ or agent acting on their behalf.
15. To indemnify the Supplier against any losses incurred due to change of ownership, Partnership or change of address of the applicant unless written advice of such Change is received by the Supplier prior to the delivery of goods being made.
16. That in event of any change in the ownership or structure of the ownership or Legal entity of the applicant, all debts due to the Supplier will become immediately payable.
17. That all conditions and warranties expressed or implied by statute, the common law, equity, trade custom or usage or otherwise are expressly excluded to the maximum extent permitted by law (including, without limitation, by section 61 of the Goods Act 1958).
18. (a) That so far as the law permits, the liability of the Supplier for breach of a condition or warranty that cannot be excluded is limited, at the Supplier's option to:
 - (1) the replacement or repair of the goods
 - (2) the supply of equivalent goods; or
 - (3) the cost of replacing or repairing the goods of acquiring equivalent goods.
 That applicant agrees to release, hold harmless and indemnify the Supplier to the maximum extent permitted by law from and against any liability whatsoever and howsoever arising (including, without limitation, from negligence or willful misconduct on the part of the Supplier) in connection with the sale of the goods by the Supplier
 - (b) That so far as the law permits, the Supplier is not liable in any way for any indirect or consequential loss or loss of profit, including, without limitation, any loss by reason of delay, defective or faulty material or workmanship, negligence or any act or matter or thing done, permitted or omitted by the Supplier.

- 19 That when the applicant is a Pty. limited Company, the Supplier reserves the right to request a guarantee and indemnity from the Directors of that Company.

- 20 The Supplier may disclose any information contained in the application to a credit reporting agency and to obtain credit report containing personal credit information about the applicant (or any partner or director of the application) in accordance with the provisions of the Privacy Act 1988 (as amended)

- 21 That nothing in these conditions of supply shall be construed as granted or implying the grant of any license under any patent or trade mark rights or any other industrial property rights held by the Supplier, Plus Pak AUS Pty. Ltd., anywhere in the world outside of Australia. Within Australia, the applicant shall have no rights in relation to such industrial property except as may be reasonably necessary to distribute and sell the Suppliers' goods in the ordinary course of trade. The Supplier shall be permitted to exercise such patent or trade marks rights and /or other industrial property rights to the fullest extent Legally permissible at the time of such exercise. All subsequent purchasers shall be put on notice of these reservation and shall be required to put any further subsequent purchasers on like notice.

- 22 That the applicant (or any Partner or Director of same) has never been registered under the Bankruptcy Act or been a Director of a Company which as gone into Liquidation or had a Receiver/Manager or Administrator appointed.

- 23 That all matter arising out of this agreement shall be governed by the laws of the State of Victoria and the parties hereto submit to the jurisdiction of the courts of the State of Victoria.

- 24 We have read and understood & agree to abide by the above Conditions of Supply as they may be varied from time to time by the Supplier.

PRICE QUOTES & ADDITIONAL TERMS

- 25 Upon granting of credit the applicant will compliant to any additional terms and conditions applicable specified on quotations supplied by the Supplier to the Applicant.

- 26 Delivery Policy - FIS all capital cities for orders over \$1000.00. Management can agree to adjust this based on location and quantities being purchased.

- 27 Terms of Payment - Net 30 EOM

PERSONAL PROPERTY SECURITIES ACT 2009 (CTH) DEFINIITIONS

- 28 **PPSA** means:
 - (a) the Personal Property Securities Act 2009 (Cth) (PPS Act) and any regulation made at any time under the PPS Act (each as amended from time to time); and
 - (b) any amendment made at any time to any other legislation as a consequence of the PPS Act.

Security for Goods Supplied

- 29 The applicant acknowledges and agrees that these terms constitute a security agreement for the purposes of the PPSA ("**Security Agreement**") and create a security interest in the goods supplied by the Supplier from time to time and any proceeds of the sale or supply of the goods to secure payment for the goods supplied ("**Security Interest**").

- 30 Each sale or supply of goods by the Supplier under these Terms is subject to the Security Agreement for the purposes of the PPSA.

- 31 The Supplier may lodge a financing statement on the Personal Property Securities Register ("**PPSR**") in respect of the Security Interest in the goods and the proceeds of the sale or supply of the goods, including as a purchase money security interest (as that term is defined in the PPSA) ("**PMSI**", pursuant to these terms.

General Security Agreement for Services Supplied

- 32 For the purpose of any general security agreement ("**General Security Agreement**"), "**Collateral**" means all the applicant's present and after-acquired personal property, including circulating and non-circulating assets. Collateral includes any personal property in respect of which the applicant has at any time, or may in the future have at any time, a sufficient legal or equitable right, title, interest or power to grant a security interest either in its own right or as trustee of a trust.

- 33 The applicant acknowledges and agrees that:

- i) In addition to any other Security Interest created by these terms, these terms also constitute a General Security Agreement for the purposes of the PPSA and create a security interest in the applicant's Collateral to secure payment for the services supplied ("**Security Interest**");



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- ii) Each supply of services by the Supplier under these terms is subject to the General Security Agreement for the purposes of the PPSA; and
- iii) The Supplier may lodge a financing statement on the PPSR in respect of the Security Interest in the Collateral pursuant to these terms.

Assurances

- 34 The applicant must do all things, provide all information and sign all documents that are necessary and reasonably required to enable the Supplier to acquire a perfected Security Interest in the Goods and/or Services (as the case may be) including for the purposes of:
- i) Ensuring that any Security Interest created under, or provided for, by these terms:
 - a. Attaches to the goods and/or Collateral that is intended to be covered by that Security Interest; and
 - b. Is enforceable, perfected and otherwise effective; and
 - c. Has the priority required by the Supplier.
 - ii) Enabling the Supplier to prepare and register a financing statement or financing change statement;
 - iii) Enabling the Supplier to register a PMSI pursuant to the PPSA (where applicable);
 - iv) Enabling the Supplier to register an ALLPAAP pursuant to the PPSA (where applicable); and
 - v) Enabling the Supplier to exercise and maintain any of its rights or powers in connection with any such Security Interest.
- 35 If the applicant disposes of the goods or the Collateral, the applicant must:
- i) Immediately pay any proceeds to the Supplier in reduction of all amounts owing by the applicant to the Supplier, which the Supplier may apply towards amounts owing by the applicant to the Supplier in such order as specified by subsection 14(6)(c) of the PPSA, unless otherwise specified by the applicant in writing; and
 - ii) Not allow any other charge or security interest to exist over those proceeds without the Supplier's written consent if that security interest could rank ahead of the Supplier's Security Interest.
- 36 If a higher-priority security interest does arise in the goods, the Collateral and/or their proceeds of sale despite the applicant's obligations under this section, the applicant must:
- i) Ensure that it receive cash proceeds for the goods and/or Collateral of at least equal to the market value of the goods and/or Collateral; and
 - ii) Immediately pay those proceeds to the Supplier in reduction of all amounts owing by the applicant to the Supplier, which the Supplier may apply towards amounts owing by the applicant to the Supplier in such order as the Supplier sees fit.
- 37 The applicant must not change its name, structure, status or partnership, or assign or sell its business to another party, or initiate any change to any registered documentation, or act in any other manner which would impact on the Supplier's registered Security Interest without the Supplier's prior written consent. The applicant agrees that its liability under these Terms is not affected by such an event until a new application for credit in the applicant's new entity name as restructured or changed is made and approved by the Supplier in writing.

Exclusion of Notices and Other Obligations

- 38 To the extent permitted by law and for the purposes of sections 115(1) and 115(7) of the PPSA:
- i) The Supplier does not need to comply with sections 95, 118, 121(4), 125, 129(2), 129(3), 130, 132(3)(d) or 132(4); and
 - ii) Sections 142 and 143 are excluded;
 - iii) For the purposes of section 115(7) of the PPSA, the Supplier does not need to comply with sections 132 and 137(3).
- 39 To the extent permitted by law, the applicant agrees to waive:
- i) Its rights to receive any notice that is required by any provision of the PPSA (including a notice of a verification statement) or any other law before a secured party or a receiver exercises a right, power or remedy; and
 - ii) Any time period that must otherwise lapse under any law before a secured party or a receiver exercises a right, power or remedy.
- 40 If the law that requires a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer).

Provision of Information

- 41 The applicant agrees not to exercise its rights to make any request of the Supplier under section 275(6) of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section.
- 42 The parties must not disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances where:
- i) Disclosure is required by sections 275(7)(b) to (e) of the PPSA; and/or
 - ii) The Supplier discloses information of a kind mentioned in section 275(1) of the PPSA to the extent that the Supplier is not doing so in response to a request made by an "interested person" (as defined in section 275(9) of the PPSA) pursuant to section 275(1) of the PPSA.
- 43 Notwithstanding the obligations of this section, the applicant shall only authorise the disclosure of information for the purposes of section 275(7)(c) of the PPSA, or request information under section 275(7)(d) of the PPSA, if the Supplier approves such disclosure or request for information in writing.
- 44 Nothing in this part prevents any disclosure of information by the Supplier that it believes is reasonably necessary to comply with any other obligations that the Supplier may have under the PPSA.

Other

- 45 If the applicant defaults in the timely performance of any obligation owed to the Supplier, the Supplier may enforce the Security Interest by exercising all or any of its rights under these Terms, the general law and the PPSA.
- 46 Nothing in this part limits or is limited by any other provision of these Terms or any other agreement between the parties.



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Guarantee and Indemnity

Plus Pak (AUS) Unit Trust is agreeing to supply the applicant goods and serviced on credit, I/we the undersigned hereby agree with the Supplier as follows.

- 1) To be answerable and responsible to the Supplier for any liability incurred by the applicant pursuant to the credit terms, contained in the Credit Application Form.

- 2) To guarantee to pay the supplier on demand any amount due or owing to the Supplier by the applicant, and to jointly and severally indemnify the Supplier against all losses costs and expenses the Supplier may incur in relation to any default by the applicant.

- 3) This guarantee shall be a continuing guarantee to the Supplier for all debts whatsoever and whenever contracted by the applicant with the Supplier in respect to good and services supplied to the applicant from time to time including without limitation any liability incurred by the applicant to the Supplier pursuant to the credit terms contained in the Credit Application Form.

- 4) The supplier is at liberty without notice to me/us and without in any discharging me/us from liability hereunder to grant time or other indulgence to the applicant and to accept payment from the applicant in cash or by means of negotiable instruments and to treat me/us in all respects as though I/we were jointly and severally liable with the applicant to the Supplier instead of merely surety for the applicant.

- 5) The Supplier may at any time at its absolute discretion and without notice to me/us, refuse credit or supplies of goods and services to the application without discharging or impairing my/our liability under this guarantee.

- 6) This guarantee shall be enforced against me/us notwithstanding that any negotiable or other securities referred to herein or for which it shall extend or be applicable shall at the time of proceedings being taken against me/us on this guarantee be outstanding or in circulation.

- 7) This guarantee shall remain current until a period of six (06) months has passed from the date all outstanding amounts are paid but shall be revocable at any time as to future transaction by giving the Supplier, or duly authorized agent one month's notice in writing by me/us or in the case of death by my/our personal representative. Any release, discharge or revocation of this guarantee will be conditional upon no payment being void, set aside or being ordered to be refunded and if any payment is void, set aside or is ordered to be refunded the Supplier will be entitled to enforce this guarantee against me/us as if any release, discharge or revocation had not occurred.

- 8) I/We agree that the Supplier may disclose information contained in this guarantee to a credit reporting agency and a credit provider and obtain a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for credit applied for, or provided to the applicant named in this application or to recover an outstanding amount due under this guarantee.