CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants

Please complete all sections and read the Terms and Conditions overleaf or attached. Failure to fill in blanks may delay processing.

This Credit Account Application must be signed by the owner or duly authorised officer or partner. If the Applicant is a Proprietary Company or Trust, then a completed and signed Personal Guarantee and Indemnity is required.

Once filled in, please print, sign and fax to 02 8868 6773 or email to accounts@dougsmithspares.com.au

| Type of Business: ☐ Sole Trader ☐ Trust ☐ F | Partnership | □ Company | Date: | |
|---|------------------|-------------------|---|----------------------|
| Company Name: | | | | |
| Trading Name: | | | | |
| ABN No. | | ACN No. | | |
| Postal Address: | | | State: | Postcode: |
| Email Address: | | | | |
| Phone No. | | Fax No. | | |
| Purchasing Officer: | | | Phone No. | |
| Email Address | | | Fax No. | |
| Delivery Address: | | | State: | Postcode: |
| Directors / Owners / Trustee (if more than two, please a | attach a separa | te sheet) | | |
| 1. Full Name: | · · | , | D.O.B. | |
| Private Address: | | | State: | Postcode: |
| Driver's Licence No: | ne No: | | Mobile No: | |
| 2. Full Name: | | | D.O.B. | |
| Private Address: | | | State: | Postcode: |
| Driver's Licence No: | ne No: | | Mobile No: | |
| Accounts Officer: | | Phone No. | | |
| Email Address: Fax No. | | | | |
| Purchase Order Required: ☐ YES ☐ NO Accoun | nts to be emaile | ed? 🗆 YES 🗆 NO | Credit Limit Requested: | \$ |
| Account Terms: ☐ 30 Day ☐ COD ☐ Other: | | | | |
| Bank and Branch: | | | | |
| BSB / Account No: | | | | |
| In order to allow us to provide a better service to you, please tell us a little about your business: | | | | |
| Nature of Business: ☐ Appliance ☐ Service ☐ E | lectrical DP | lumbing Refrige | eration DOther: | |
| What type of appliances do you service: $\ \square$ Washers / $\ \square$ | • | | <u> </u> | ercial Refrigeration |
| ☐ Air Conditioning ☐ Washers ☐ Stoves (Gas) ☐ Hot Water ☐ Stoves (Electric) ☐ Electrical ☐ Plumbing ☐ Gas | | | | |
| ☐ Microwaves ☐ Vacuums ☐ Other: | | | | |
| What sort of business do you have: ☐ Work From Home ☐ Shop ☐ Factory Unit ☐ Other: How many service vans do you have: Estimated Spend on Spare Parts (no min.): \$ | | | | |
| How many service vans do you have: Setimated Spend on Spare Parts (no min.): Notes: | | | | |
| Notes. | | | | |
| | | | | |
| Trade References: (Please provide companies that are willing to do trade references) | | | | |
| Company: Contact: | | | | |
| Phone No. | | Fax No. | | |
| Office Use Only Payment Terms: | | <u></u> | Average Monthly Spend: \$ | |
| Existing Credit Limit: \$ | | Notes: | , | |
| 2. Company: | | Contact: | | |
| Phone No. | | Fax No. | | |
| Office Use Only Payment Terms: | | | Average Monthly Spend: \$ | |
| Existing Credit Limit: \$ | | Notes: | | |

| 3. Company: | | C | ontact: | | |
|---|-------------------|---|------------|---------------------------|---------|
| Phone No. | | Fa | ax No. | | |
| Office Use Only Pa | yment Terms: | <u>, </u> | | Average Monthly Spend: \$ | |
| Existing Credit Limit: \$ | | N | otes: | | |
| | 0.0 | EDIT OADD ALLT | | | |
| | - | EDIT CARD AUT | HORISATION | | |
| Type of Card: ☐ M | lasterCard □ Visa | | | Credit Limit: \$ | |
| Cardholders Name: | | | | | |
| Card Number: | | | | Expiry | Date: / |
| I declare that I am the owner of the above credit card, and I hereby authorise the Seller to arrange payment of my account, which must be finalised in full before the close of each month, by debiting my credit card account, the number of which is specified above. I acknowledge that the Seller may terminate this request at any time by written or verbal notice and I must adopt an alternative method of payment. | | | | | |
| Cardholders Signature: | | | | Date: | |
| I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS (overleaf or attached) of Lubon Holdings Pty Ltd T/A Doug Smith Spares AND NQ Appliance Spares which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract. | | | | | |
| SIGNED: | | SIG | NED: | | |
| Name: | | | | | |
| Position: | | | | | |
| | | | | | |
| WITNESS: | | | WITNESS: | | |
| Signed: | | Sigr | Signed: | | |
| Name: | | Nan | Name: | | |
| Date: | | Date | Date: | | |
| SIGNED ON BEHALF OF | THE SELLER: | | | | |
| Signed: | | Nan | ne: | Date: | : |
| IMPORTANT NOTE ON CREDIT ACCOUNT APPLICATIONS: By signing this document, you are requesting to enter into a contract for finance. Therefore, it is important that this contract is properly completed and signed. Sole Traders and Partnerships – this page must be signed by the proprietors of the business, and those proprietors must be properly identified on the previous page. Proprietary Limited Companies – this page must be signed by ALL directors, and all directors must be properly identified (including home addresses on the previous page); PO Boxes are not acceptable. The directors also need to complete and sign the Personal Guarantee and Indemnity. Limited Companies – this page must be signed by someone who identifies themselves as being able, and who is duly authorised, to enter into contracts on behalf of the company. Trusts – If the company's ABN number is registered as a trust, irrespective of the type of trust, you are also required to complete and sign the Personal Guarantee and Indemnity. | | | | | |
| ACC / Ref No | CREDIT LIMIT | APPROVED BY | | DATA INPUTTED | DATE |
| | ¢ | | | | 1 1 |

Terms and Conditions

Definitions

"Seller" means Lubon Holdings Pty Ltd T/A Doug Smith Spares AND NQ Appliance Spares, its successors and assigns or any person acting on behalf of and with the authority of Lubon & Holdings Pty Ltd T/A Doug Smith Spares AND NQ Appliance Spares.

"Customer" means the person's buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and 6.2 12

order, and in thete is those that one distance is a relicional to deal observable.

"Coods' means all Goods or Services supplied by the Seller to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).

"Price" means the Price payable for the Goods as agreed between the Seller and the 6.3 Customer in accordance with clause 4 below. 1.3

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Price' means the Price payable for the Goods as agreed between the other than the Customer in accordance with clause 4 below.

Acceptance
The Customer is taken to have exclusively accepted and is immediately bound, jointly and 7, 1 severally, by these terms and conditions if the Customer places an order for Goods, accepts 7, 1 believely or when expoureer is made for the Goods with the Seller's consent in writing and shall prevail to the extend of any inconsistency with any other document or agreement 7, 2 between the Customer and the Seller. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act. Whilst the Seller ties to accommodate the Customer's needs, the Seller is forbidden from offering fittem that divice, particularly where electrical components are concerned. Any information given to the Customer is of a general nature only, and is not to be construed as advice. It is the responsibility of the Customer to ensure that if or any third party contracted by the Customer joessesses the necessary skills required to fit the Goods. Due to the Supplier's endeavours to comply with the National Consumer Protection laws, the Supplier cannot and will not diagnose faults on any machine for the Customer, no matter how obvious it sounds to the Supplier. The Customer will need to advise us of the description of the Goods it wishes to purchase, and the Supplier will make its best endeavours to identify the Goods requested. The Supplier cannot supplier cannot such as a construction of the Supplier supplier and the Supplier will make the Customer is beautify the Goods are required, the Goods required, the Goods required to the fault of any machine. If the Customer is sustained solely on the description of the fault of any machine. If the Customer is sustained when the Supplier is happy to recommend a repaired who it considers t

Change in Control

Record State of the Customer Stall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by the Seller as a result of the Customer's failure to comply with this clause.

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Price and Payment
At the Seller's sole discretion:
(a) the Price shall be as indicated on any invoice provided by the Seller to the Custor
Order numbers will usually be shown on invoices if they are furnished by the Custor

and a non-refundable deposit may be required.

a non-refundable deposit may be required.

be for payment for the Goods being of the essence, the Price will be payable by the stomer on the date's determined by the Seller, which may be the date specified on any invoice or other form as being the date for payment, or failing any notice to the contrary, the date which is thirty (30) days following the end of the month of the date of any invoice's and/or statement furnished to the Customer by the Seller.

the month of the date of any invoice/s and/or statement furnished to the Customer by the Seller. Payment may be made by cash, EFTPOS, credit card (plus a surcharge of up to two and a half percent (25%) of the Price, direct debit, cheque (by prior arrangement and only for clients on a credit account), or by any other method as agreed to between the Customer and the Seller. Credit card payments are accepted over the phone, internet or fax, as well as at the counter. By providing the Seller with credit card details, the Client agrees to all charges (whether or not a signature appears on a docket) and to honour all agreements with its credit provider, warrants that it is the legitimate holder of the card, and that it is acting lawfully brighting those details to the Seller. Seniors Discount. The Seller offers discount of the percent (5%) of the Price to eligible holders of seniors cards (over fitty-five (55) years of age and no longer working). The card 8.5 must be in the name of the Customer and must be presented at the time of order placement. By requesting a trade discount, a region of the contractors 8.6 license must be produced at the time of order placement. By requesting a trade discount, the 8.7 the purpose of resale, and in doing so the Customer is torgoing some nights as a Consumer's A trade discount may be given to holders of electrical contractors licenses or legitimate 8.8 members of the appliance repair inclustry actively involved in the repair of appliance for 8.8.

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payment.

By Credit Accounts: The Supplier's experience has shown that some groups of customers present higher credit risks than others. It is no personal judgement on the g. Customer present higher credit risks than others. It is no personal judgement on the g. Customer that the Supplier applies the following restrictions on thirty (30) day credit 9.1.

ounts:

no credit terms are available to businesses located in Orange (NSW), businesses outside of Australia, businesses trading in Australia but operated by a company whose Directors reside outside of Australia, businesses who fail to properly identify their Directors on the Credit Account Application, and electrical wholesalers; or credit limit restrictions apply to hardware stores, and proprietary limited companies (unless Personal Guarantees are completed and signed by the Directors); or Personal Guarantees must be completed and signed by trustees of any businesses 9,3 owned by trusts.

(c)

(unless Personal Cuarantees are completed and signed by the Unrecoxs), or (c) Personal Guarantees must be completed and signed by trustees of any businesses owned by trusts;
(d) thinty (30) day credit accounts may be paid by credit card (MasterCard or Visa) on completion of a Credit Card Authorisation Form. By completing and signing such form, the Customer acknowledges and agrees that the account being paid by credit card must be finalised in full before the close of each month. The Customer will then be sent a statement showing the invoicels for the month, a payment on the last day, and an outstanding balance of zero. Should any payment not be met, the Supplier may (at its sole discretion) enflore any right/ternedy conferred thereto under clause 11.

Buy-In Goods: all specially procured Goods must be paid for in full at the time of ordering, and are (subject to diause 101) non-returnable and non-refundable. Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to the Seller an amount equal to any GST the Seller must pay for any supply by the Seller under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and dufes that may be applicable in addition to the Price except where they are expressly included in the Price.

Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then the Seller's any forths and womenship in relation to the Goods, and this agreement, shall continue. Credit Notes: Credit will be raised on the day that they are processed, and may not be assigned to the balance outstanding for the month that the Goods were purchased.

4.10

Delivery Delivery of the Goods ("Delivery") is taken to occur at the time that:
(a) the Customer or the Customer's nominated carrier takes possession of the Goods at the 10.7 Seller's address; or
(b) the Seller (or the Seller's nominated carrier) delivers the Goods to the Customer's

(b) the Seller (or the Seller's nominated carrier) delivers the Goods to the Customer's nominated address, even if the Customer is not present at the address. The Goods will be delivered by courier, at the Customer's request. Any orders over the value of two hundred dollars (250.0 dol) will be delivered F.1.S for the Sydney and Gold Coast metropolitian areas. *Charges for Delivery may be applicable for all other deliveries, and (a) where the total order value is over two hundred dollars (250.0), the Customer will receive a discount of the charges for Delivery (for in-stock Goods); and (b) the Customer is entitled to one (f) free Delivery per order in accordance with sub-clause to the country of the cou

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(a). Goods that are buy-in will not be delivered free of charge; and (c) where possible, the Customer may be advised of the cost thereof at the time of order placement.

The Customer must take Delivery, by receipt or collection of the Goods, whenever they are tendered for Delivery. In the event that the Customer is unable to take Delivery, as arranged, then the Seller shall be entitled to charge a reasonable fee for reclieving and/or storage. All Goods to be collected by the Customer must be collected within twenty-one (21) days of motification that they are ready for collection by the Seller, and the Customer shall be deemed notified after three (d) failed attempts to contact the Customer on three (3) the seller. The Customer acknowledges and agrees that the Seller reserves the right to dispose of the Goods, or return the Goods to the supplier, if they are not collected within the threety-one (21) day period, and the Seller shall not be liable for any loss, damages or costs resulting therefrom.

The Seller may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. Any time or date given by the Seller to the Customer is an estimate only. The Customer ansature of the provisions of the Seller, any claim for short supply or transit damage must be made within fort-egift (48) hours of Delivery (or expected Delivery). Claims must clearly state the nature of the problem and the remedy sort (e.g., entend or re-supply) and must be made within fore. Goods develved by post or courier organised by the Seller, any claim for short some their method other than those consigned by the Seller, are at the Customer's sole risk from the time the Goods are delivered by post or courier organised by the Seller, are the Customer's sole risk from the time the Goods are delivered by post or courier organised by the Seller, are the Customer's sole risk from the time the Goods are delivered by post or courier organised by the Seller, ar 10 10

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Gold Coast: Tweed Heads, Kingscliff, Southport and Sanctuary Cove, Murwillumbah – 1st twenty-five kilograms (25kg) is freight free, but additional weight charges are payable.

Risk in damage to or loss of the Goods passes to the Customer on Delivery, and the Customer must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following Delivery, but prior to ownership 10.12 passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence 11. of the Seller's rights to receive the insurance proceeds without the need for any person 11.1 dealing with the Seller to make further enquiries. If the Customer requests the Seller to leave Goods outside the Seller's premises for collection, or to deliver the Goods to an unattended location, then such Goods shall be left at 11.2.

the Customer's sole risk

Title
The Celler and the Customer agree that ownership of the Goods shall not pass until:
(a) the Customer has paid the Seller all amounts owing to the Seller; and
(b) the Customer has met all of its other obligations to the Seller; and
(its further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 7.1:
(a) the Customer is only a bailee of the Goods and must return the Goods to the Seller on 7.1: tomer is only a bailee of the Goods and must return the Goods to the Seller on

(b)

the Customer is only a bailee of the Goods and must return the Goods to the Seller on request.

the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Seller and must pay to the Seller the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.

He Customer must not sell, dispose, or otherwise part with possession of the Goods other the Customer must not sell, dispose, or otherwise part with possession of the Goods other the Tustomer must hold the proceeds of any such act on trust for the Seller and must pay or deliver the proceeds to the Seller and compared to the Seller and the Customer must hold the proceeds of any such act on trust for the Seller and must pay or deliver the proceeds to the Seller and compared to the Seller and the Customer holds the resulting product or furst for the benefit of the Seller and must sell, dispose of or return the resulting product to the Seller as its of directs.

The Customer irrevocably authorises the Seller to enter any premises where the Seller believes the Goods are kept and recover possession of the Goods.

The Seller may recover possession of any Goods in transit, whether or not Delivery has occurred.

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the Customer shall not charge or grant an encumbrance over the Goods nor grant no otherwise give away any interest in the Goods while they remain the property of the

Seller. Seller may commence proceedings to recover the Price, notwithstanding that 12. ownership of the Goods has not passed to the Customer.

wmership of the Goods has not passed to the Customer.

12.1

Personal Property Securities Act 2009 ("PPSA")

In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by the Seller to the Customer.

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Property Sectimes Register established by the PRSA of releasing any Goods charged thereby; not register a financing change statement in respect of a security interest without the prior written consent of the Seller; not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Seller; 33.3 immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such 13.4 cales. (d)

sales. The Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

Unless otherwise agreed to in writing by the Seller, the Customer waives their right to receive 13.5 a verification statement in accordance with section 157 of the PPSA. The Customer must unconditionally ratify any actions taken by the Seller under clauses 8.3 to 8.5.

to o.o. Subject to any express provisions to the contrary nothing in these terms and conditions is 13.6 intended to have the effect of contracting out of any of the provisions of the PPSA.

intended to have the effect of contracting out of any of the provisions of the PPSA.

Security and Charge
In consideration of the Seller agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, really or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

The Customer indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this clause.

The Customer irrevocably appoints the Seller and each director of the Seller as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 9 including, but not limited to, signing any document on the Customer's behalf.

Customer's behalt.

Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

Notwithstanding clause 5.6, the Customer must inspect the Goods on Delivery and must
within seven (7) days of such time notify the Seller in writing of any evident defect/damage,
shortage in quantity, or failure to comply with the description or order. The Customer must
notify any other alleged defect in the Goods as soon as reasonably possible after any such
defect becomes evident. Upon such notification the Customer must allow the Seller to
insert the Control. 13.7

inspect the Goods
Under applicable State, Territory and Commonwealth Law (including, without limitation the 13.8
CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).

13.9
The Seller acknowledges that nothing in these terms and conditions.

Excluded Guarantees).

The Seller acknowledge nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

The Seller acknowledge Guarantees exclude the Non-Excluded Courantees and conditions or in respect of the Non-Excluded Courantees. The Seller makes no exemines or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Seller's liability in respect of these warranties is immited to the fullest extent permitted by law. If the Customer is a consumer within the meaning of the CCA, the Seller's biblity is limited to the extent permitted by section 6AA of Schedule 2. If the Seller's including the CCA that is unable to the extent permitted by section 6AA of Schedule 2.

If the Customer is a consumer within the meaning of the LUA, the Seller's naumy is immed to the extent permitted by section 6A4 of Schedule 2.

If the Seller is required to replace the Goods under this clause or the CCA, but is unable to do so, the Seller may refund any money the Customer has paid for the Goods.

If the Customer requests, and subsequently receives, a trade discount, or receives the Goods on a trade invoice or at a trade Price, then the Customer agrees that the Goods are NOT for its personal use and the Goods are purchased for the purpose of resale, and Non-Excluded Guarantees shall not apply.

If the Customer is NOT a consumer within the meaning of the CCA, the Seller's liability for any defect or damage in the Goods is:

(a) limited to the value of any express warranty or warranty card provided to the Customer by the Seller at the Seller's sole discretion:

(b) limited to any warranty to which the Seller is entitled, if the Seller did not manufacture the Goods. Goods returned under warranty may be subject to the manufacturers approval.

approval;
(c) otherwise negated absolutely.

Subject to this clause 10, Goods returned under warranty will be for exchange only (no 15.1 returned swill be given), and only accepted provided that:
(a) the Customer has compiled with the provisions of clause 10.1; and
(b) proof of purchase is established (e.g. the original invoice is presented, or invoice number quoted); and
(c) the Seller has agreed that the Goods are defective; and
(d) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not sonificant and

not significant); and the Goods are returned in as close a condition to that in which they were delivered as is 15.3 (e)

(e) the Goods are returned in as close a condition to that in which they were delivered as is 15.3 possible.

Notwithstanding clauses 10.1 to 10.9, but subject to the CCA, the Seller shall not be lable for any defect or damage which may be caused or partly caused by or arise as a result of:

(a) the Customer failing to correctly fit or properly maintain or store the Goods;

(b) any mis-handling Grouti beards are particularly vulnerable), modification or damage to the Goods after Delivery (including where the Goods have been affected by another fault within the appliance);

(c) the Customer using the Goods for any purpose other than that for which they were designed;

designed;
(d) the Customer continuing the use of the Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
(e) the Customer failing to follow any instructions or guidelines provided by the Seller;
(f) fair wear and bear, water damage, any accident, or act of God.
The Seller may, in its absolute discretion, accept non-defective Goods for return (for trade

10.11

and credit account customers), in which case:

(a) Only Goods normally kept in-stock by the Seller shall be applicable (and excludes all specially procured Goods);

(b) the Goods must be in their original condition and packaging, undamaged, unused and in

(c) the Goods must be returned within twenty-one (21) days of Delivery;
(d) the original invoice must be presented, or invoice number quoted;
(e) electrical Goods (any item which has electricity connected to it, such as elements, pumps, PCB's valves, etc.) or appliances (either new or factory seconds) may not be accepted for return hereunder.
Notwithstanding anything contained in this clause if the Seller is required by a law to accept a return then the Seller will only accept a return on the conditions imposed by that law.

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11.3

Notwitisationing aritything contained in time Jacobsc in the Contained in September 1 of the Contained in September 2 of the Contained September 2 of the September 2 of the Contained September 2 of the September 2 of the Contained September 2 of the S

agreement. Until gla unique or proposed in the Seller may pass the dishonoured cheque to une Police for processing. Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Seller may suspend or terminate the supply of Goods to the Customer. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller has sexcised its rights under this clause. Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable if:

(a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to make a payment when it falls due:

(b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, or

effets into an arrangement and consistency of the constructions of a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

in respect of the Customer or any asset of the Customer.

Cancellation

The Seller may cancel any agreement to which these terms and conditions apply, or cancel Delivery at any time before the Goods are delivered, by giving written notice to the Customer.

On giving such notice the Seller shall repay to the Customer any money paid by the Customer the Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.

In the event that the Customer cancels this agreement, or Delivery, the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Seller as a direct result of the cancellation (including, but not limited to, any loss of profits).

Cancellation of orders for Goods madelordered to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

Privacy Act 1988
The Customer agrees for the Seller to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.

The Customer agrees that the Seller may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:

a) to assess an application by the Customer, and/or

(b) to notify other credit providers of a default by the Customer; and/or

(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is not default with other credit providers, and/or

(d) to assess the creditvorthiness of the Customer including the Customer's repayment history in the preceding two (2) years.

The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit.

The Customer agrees that personal credit information provided may be used and retained by the Seller for the following purposes (and for other agreed purposes or required by):

a) the provision of Goods, and for other agreed purposes or required by:

a) the provision of Goods and for other agreed purposes or required by:

(e) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer, and/or substanding in relation to the Goods.

The Seller may be information about the Customer to a CRB for the following purposes:

(a) to Othan a consumer credit report, or the provision of provision provision of provision ner agrees that the Seller may exchange information about the Customer with providers and with related body corporates for the following purposes:

Customer; whether the credit provider is a license to the Customer; whether the credit provider is a licensee; type of consumer credit; details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and the Seller has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of navments). (f)

of payments); information that, in the opinion of the Seller, the Customer has committed a serious credit infringement:

(g) information that, in the opinion of the Seller, the Customer has committed a serious credit infingement;
(h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (§150).
The Customer shall have the right to request (by e-mail) from the Seller;
(a) a copy of the information about the Customer retained by the Seller and the right to request that the Seller correct any incorrect information; and
(b) that the Seller does not disclose any personal information about the Customer for the purpose of direct marketing.
The Seller will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to the manifationed and/or stored in accordance with the law. The Customer can make a privacy complaint by contacting the Seller via e-mail. The Seller will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au.
Disclaimer

Disclaimer Subject to cla direct, indirect suffered by the

Disclaimer

Subject to clause 10, the Seller shall be under no liability whatsoever to the Customer for any direct, indirect and/or consequential loss, damage and/or expense (including loss of profit) suffered by the Customer arising out of:

(a) the filment or use of any Coods, irrespective of such loss or damage being deemed caused by said Goods, whether the Goods are faulty or otherwise. The diagnosis of appliances is complex and often requires specialised knowledge and equipment. Such diagnosis of faults is the responsibility of the Customer. Due to legal requirements, the Seller is unable to give out technical advice, and conditions (alternatively the Seller's liability shall be limited to damages which under no circumstances shall exceed the Price).

Manufacturers names, models and part numbers are used for reference purposes only and on thindicate source of supply of Gods. "Home" brand, generic or replacement Goods may be supplied. The assessment of suitability of these Goods is the responsibility of the Customer's acceptance of the Goods is deemed acceptance of suitability for purpose.

15.7

Customer's acceptance of the Goods is deemed acceptance of suitability for purpose.

General

The failure by the Seller to enforce any provision of these terms and conditions shall not be treated as a walver of that provision, no shall it affect the Seller's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceablity of the remaining provisions shall not be affected, repuisided or impaired.

These terms and conditions and any agreement to which they apply shall be governed by the laws of New South Wales, the state in which the Seller has its principal place of business, and are subject to the jurisdiction of the courts in that state.

The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Seller nor to withhold payment of any invoice because part of that invoice is in dispute. Any disputes or claims regarding invoices and/or statements must be notified to the Seller within fourteen (14) days of the date of the disputed invoice and/or statements.

The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

and/or statements must be nounce to the other within the content and or statements must be not disputed invoice and/or statement. The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

The Customer sonsent.

The Customer agrees that the Seller may amend these terms and conditions at any time. If the Seller makes a change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for the Seller to provide Goods to the Customer. When the pray shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either narry.

party.

The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

| TRADÉ (overleaf or attached) of Lubon Holdings Pty Ltd T/A Doug Smith Spares AND NQ Appliance Spares which form part of, and are intended to be read in conjunction with this Application for Credit and agree to be bound by those conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract. | | | | |
|--|---|-------|-------|--|
| SIGNED (CUSTOMER): | SIGNED (WITNESS TO CUSTOMER'S SIGNATURE): | | | |
| Name: | | | Date: | |
| ID: Date of Birth: (Driver's Licence, Passport, etc.) | | | | |
| SIGNED (SELLER): | Name: | Date: | | |

I certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF

Lubon Holdings Pty Ltd • ABN 84 003 057 412 Registered Office: 1/28 Martha Street GRANVILLE NSW 2142

P: (02) 8868 6700 • F: (02) 8868 6777

Personal/Directors Guarantee and Indemnity E: accounts@dougsmithspares.com.au IN CONSIDERATION of Lubon Holdings Phylad T/A Douglow Construction

IN CONSIDERATION of Lubon Holdings Pty Ltd T/A Doug Smith Spares AND NQ Appliance Spares and its successors and assigns ("the Seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply Goods and/or Services to

("the Customer") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- 1. GUARANTEE the due and punctual payment to the Seller of all monies which are 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/or Services supplied or to be supplied by the Seller to the Customer or any other liability of the Customer to the Seller, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Seller, including but not limited to the Terms and Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller. In consideration of the Seller agreeing to supply the Goods and/or Services to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to the Seller registering any interest so charged. The Guarantor irrevocably appoints the Seller and each director of the Seller as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Seller may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
- HÓLD 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 calculated on a solicitor and own client basis) incurred by, or assessed against, the Seller in connection with:
 - (a) the supply of Goods and/or Services to the Customer; or
 - (b) the recovery of monies owing to the Seller by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Seller's nominees costs of collection and legal costs; or
 - (c) monies 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 and/or Services by the Seller to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 3. I/We have received, read and understood the Seller's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- 4. 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 monies owing to the Seller by the Customer and all obligations herein have been fully paid satisfied and performed.
- 5. 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 Guarantee and Indemnity 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.
- 6. If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Seller shall each be restored to the position in which they would have been had no such payment been made.
- 7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- 8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to the Seller.
- 9. 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 references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Seller as a result of this Guarantee and Indemnity being actioned by the Seller.
- 10. The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the subsequent enforcement of the same.

| GUARANTOR-1 SIGNED: | | |
|-------------------------|--------|----|
| FULL NAME: | | |
| HOME ADDRESS: | | |
| DATE OF BIRTH: | | |
| SIGNATURE OF WITNESS: | | |
| NAME OF WITNESS: | | |
| OCCUPATION: | | |
| PRESENT ADDRESS: | | |
| EXECUTED as a Deed this | day of | 20 |

| GUARANTOR-2 SIGNED: | | |
|-------------------------|--------|----|
| FULL NAME: | | |
| HOME ADDRESS: | | |
| DATE OF BIRTH: | | |
| 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).

If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member