

Selvey Enterprises Pty Ltd

Trading as Solid Surface Innovations

ABN: 50 667 652 853

APPLICATION FOR CREDIT ACCOUNT

The Customer named hereunder (the Customer) hereby applies to establish credit facilities with Solid Surface Innovations Pty Ltd (the supplier) in relation to the provision by the supplier of goods and/or services. To enable the supplier's consideration of this application, the Customer is required to furnish the details specified below. By completing this application the customer acknowledges that he/she has read; understands and agrees to the Terms and Conditions of Sale annexed to this application. The Customer warrants the accuracy of the information supplied in this application. By signing this application, the Guarantor/s bind themselves to the terms and conditions of sale. The Customer warrants that the signatures to this application purporting to be the signatures of the Guarantor/s are the signatures of the Guarantor/s.

REGISTERED TRADING NAME..... (ABN).....

COMPANY NAME:..... (ACN).....

BUSINESS ADDRESS.....

.....STATE..... POSTCODE.....

POSTAL ADDRESS.....POSTCODE.....

PHONE No. (.....).....FAX No. (.....).....EMAIL.....

ACCOUNT CONTACT.....YEARS BUSINESS UNDER PRESENT OWNERSHIP.....

CREDIT LIMIT REQUIRED: \$.....(AUTHORISED VT).....

NAMES AND ADDRESSES OF DIRECTORS/PARTNERS

1.

2.

3.

Have any of the above, as Directors of a Company been liquidated in any form or as owners of a business been bankrupt? YES/NO

TRADE REFERENCES (MUST BE COMPLETED)

PHONE NUMBERS

FAX NUMBERS

1.

2.

3.

4.

SIGNATURE OF CUSTOMER

The information supplied on this form is necessary to enable the supplier to assess and process this application for a credit facility. The supplier acknowledges its obligations under the Privacy Act 1988 and subsequent amendments with regard to use of information.

By signing this agreement, the signatory/s confirm that he/she/they are authorised to and authorise the supplier to obtain, record and disclose information as would be reasonably expected and is deemed necessary for the purpose of commercial credit. This includes information now or in the future obtained/recorded/disclosed for the purposes of credit assessment and credit management (including default management) to or from other credit providers; debt collection agencies; trade credit insurers and any other normal business providers. The Customer acknowledges that the supplier may lodge a caveat over any land that they own or may own, to secure payment of any monies now or in the future payable or which are owing to the supplier. The Customer provides an equitable interest to the Supplier in the said land they own to the extent of monies that are owing pursuant to any credit account created by the Supplier to the Customer. Further the Supplier may register a security interest on the Personal Property Security Register to protect any security interest it may have relating to the Customer including retention of title in goods.

DATED thisof.....20.....

SIGNED by the Customer..... Print Name:.....

SIGNED by witness:..... Print Name:.....

Address of Witness (No PO Boxes).....

GUARANTEE

I/we the guarantors have read and understand the terms and conditions herein stated. In consideration of the supplier granting credit to the customer on these terms, I/we jointly and severally guarantee payment to the supplier of all amounts due and owing on the part of the Customer and the due performance and observance of the terms and conditions hereof. This guarantee is in addition to and not in substitution for any other rights which the supplier may have and may be enforced against the guarantors without first having recourse to any such rights and without taking any proceedings against the customer. I/we hereby authorise the supplier to obtain/record and share such information as would be reasonably expected to confirm and/or seek redress under this guarantee in accordance with the Privacy act 1988 and subsequent amendments. The guarantor/s acknowledge that the supplier may lodge a caveat over any land that they own or may own to secure payment of any monies now or in the future payable or which are owed by the Customer to the supplier. The guarantor/s provide an equitable interest to the Supplier in the said land they own to the extent of monies that are owing pursuant to this agreement.

1. Guarantor (Full Name)..... 2.Guarantor (Full Name).....

Address (no PO Boxes)..... Address (no PO Boxes).....

..... Postcode..... Postcode.....

Signature..... Date..... Signature..... Date.....

Witness (Full Name)..... Witness (Full Name).....

Address (no PO Boxes)..... Address (no PO Boxes).....

..... Postcode..... Postcode.....

Signature..... date..... Signature..... date.....

SELVEY ENTERPRISES PTY LTD
TERMS AND CONDITIONS OF SALE

1. General

In consideration of Selvey Enterprises P/L trading as Solid Surface Innovations, ABN 50 667 652 853 (the supplier) agreeing to supply goods and/or services (goods) to the Customer, the Customer agrees and accepts that these terms and conditions apply to all sale of goods by the supplier to the Customer, to the exclusion of any conditions of sale appearing on any document of the Customer. The Customer further acknowledges that these Terms and Conditions of Sale constitute the entire agreement of the parties as to the supply of goods by the supplier, and may not be varied without the prior written agreement of the supplier. The supplier reserves the right to suspend/cancel credit facilities in breach of these Conditions.

2. Ownership of Goods

- (a) (i) Property in any goods delivered to the customer will not pass to the customer until the later of (a) payment in full for the goods; (b) payment in full of all monies owing or unpaid by the customer to the supplier including monies in respect of goods previously or subsequently supplied to the customer by the supplier.
(ii) The Supplier will be entitled to register a security interest on the Personal Property Security Register in relation to all goods in which ownership is retained pursuant to this agreement or pursuant to common law.
(iii) The customer shall store the goods in such a manner as to show clearly that they are the property of the supplier and the customer shall keep records of all use and sales of such goods.
(iv) The customer shall keep the goods free from and will indemnify the supplier against any charge, lien or other claim thereon. The customer has no title or right to charge or encumber the goods before payment to the supplier under this clause.
(v) If the customer fails to pay the purchase price or any other debts to the supplier when due, or commits any act of bankruptcy, the supplier may without notice and without prejudice to any of its rights and remedies recover and/or resell the goods or any of them and may by its servants or agents enter upon the Customer's premises for that purpose.
- (b) Goods delivered to the customer shall be at the customer's risk on delivery to the customer.
- (c) Notwithstanding paragraph (a), the customer may on-sell the goods on commercial terms in the ordinary course of its business before the purchase price for the goods and other debts to the Supplier have been paid to the supplier, but in this case the customer shall hold the proceeds of such sale on trust for the supplier in a separate account and account to the supplier for such proceeds on demand. Such sale however will be subject to any rights the Supplier has pursuant to any security interest registered on Personal Property Security Register.
- (d) The supplier will be given full ownership of any new goods or objects formed if you transform our goods into other products or affix those goods to other objects. Further if the Supplier's goods can be detached from other goods the Supplier will be entitled to do so and exercise all its rights to any security interest registered on the Personal Property Security Register.
- (e) The Customer is not entitled to return the goods and refuse or delay payment on the grounds that the property in the goods has not yet passed.

3. Delivery and Returns

- (a) Delivery dates are estimates only, the Supplier is not liable for any loss or damage for failure to deliver by the estimated delivery date.
- (b) Free delivery to Carrier's Depot or Merchant's Warehouse applies to Capital Cities in each Australian State or to forwarding depot within these cities. The supplier accepts responsibility for damages to these points. Any damage or shortages must be reported to the supplier in writing within 48 hours of delivery or the Supplier will accept no liability
- (c) Special orders are not to be cancelled and are non returnable.
- (d) A restocking charge of 15% applies to all approved goods returned for credit unless agreed to the contrary.

4. Price

Unless otherwise agreed in writing, prices are those contained in the Supplier's Official Price List. Prices may be altered without notice. GST at the appropriate rate ruling at the date of invoice is included in total prices shown. An invoice handling and delivery charge of 15% (excluding GST) applies with an invoice value of less than \$100.00 (excluding GST). Where supplied, all pallets will be invoiced at the Supplier's rate of supply. Where an exchange or return of pallets occurs a full credit will be issued.

5. Terms of Payment

- (a) Payment for material, goods and services pursuant to this agreement including GST is due on the last day of the month following the month in which the goods were delivered or services provided unless otherwise stated in writing by the supplier.
- (b) After the due date of payment, the supplier may charge interest on outstanding amounts payable, calculated on a daily balance, at the reference rate of our nominated Banking Corporation + 1%.
- (c) The customer agrees to pay and reimburse the supplier on demand for all legal costs, stamp duty or other costs or expenses suffered or incurred by the supplier in respect of the preparation of any agreements, personal guarantees, securities or other documentation required by the supplier to document or secure the provision of credit to the customer together with all collection and enforcement costs and expenses which the supplier may suffer or incur in connection with the sale of goods or supply of services or provisions of credit to the customer (without limitation) legal costs on a full Indemnity basis.

6. Changes in Ownership

In the event of the customer, being an individual or partnership, incorporates his/her business and the company continues to use the existing account, or the account is used by a company of which he/she is a director, he/she hereby agrees to personally guarantee all due debts. If ownership of the Customer's business changes, the customer will remain liable for all debt incurred on this account until such time as the supplier is notified in writing of such change and approves the change and has an alternative agreement and/or guarantee executed.

7. Limitation of Liability

The Customer acknowledges that no warranty; condition, description or representation in relation to goods supplied is given by the supplier, expressly or implied. All warranties, terms and conditions in relation to the state, quality of fitness of the goods and of every other kind whether implied by use, statute or otherwise are hereby excluded. The supplier shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply of the goods arising out of the supplier's negligence or in any way whatsoever. The supplier's liability for a breach of a condition or warranty implied by the Competition and Consumer Act 2010 is to the extent allowed by law is hereby limited to: -

- (a) In the case of goods, any one or more of the following:-
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (iv) the payment of the cost of having the goods repaired; or
- (b) In the case of services again:-
 - (v) the supplying of the services again; or
 - (vi) the payment of the cost of having the services supplied again

The supplier's liability under the Competition and Consumer Act 2010 is expressly limited to a liability to pay the customer an amount equal to:-

- (a) the cost of replacing the goods; or the cost of obtaining equivalent goods; or
- (b) the cost of having the goods repaired, whichever is the lowest amount.

8. Exercise of Legal Rights

The failure, delay, relaxation or indulgence on the part of the supplier in exercising any power or right conferred upon the supplier by these Terms and Conditions of Sale does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under these Terms and Conditions of Sale. The right to register a security interest and retain interest in same pursuant to this agreement is for 7 years from the date of this agreement.

9. Governing Law

These Terms and Conditions of Sale shall be construed in accordance with the law in force in Queensland, Australia and the parties agree to submit to the non-exclusive jurisdiction of the Courts of that state. It shall be competent for the supplier to issue proceedings in Queensland in a Court of competent jurisdiction.

10. Severability

Where these Terms and Conditions of Sale are qualified by any provision of law which applies and which cannot be excluded, where any such provision in these Terms and Conditions of Sale is deemed to be unlawful or unenforceable, such provision shall be severed from these Terms and Conditions of Sale and all other provisions hereof shall remain in force to the fullest extent permitted by law.