



**CREDIT APPLICATION – JAS OCEANIA PTY LTD – ABN 78 114 781 592**

By way of deed poll, the Customer hereby agrees to the Terms and Conditions (T&Cs) annexed to this application form and applies for credit given to the Customer by JAS Oceania Pty Ltd ABN 78 114 781 592, trading as JAS Oceania (“Supplier”).

**CUSTOMER DETAILS**

FULL COMPANY NAME .....  
ACN ..... ABN ..... ('the Customer')  
FULL TRADING NAME .....  
Is this Trading Name a Registered Business Name? YES NO   
BUSINESS ADDRESS .....  
STATE ..... POSTCODE .....  
BUSINESS PREMISES Owned Leased Mortgaged Rented  
NATURE OF BUSINESS ..... DATE BUSINESS ESTABLISHED .....  
BUSINESS STRUCTURE Sole Trade  Private Company  Public Company  Trust Partnership   
Co-operative  Incorporated Association  Government Authority   
NO. OF EMPLOYEES .....  
STORE(S) CUSTOMER WISHES TO PURCHASE FROM .....  
ESTIMATED MONTHLY PURCHASE .....

**BANK DETAILS:**

BANK ..... BRANCH ..... BSB NO ..... ACCOUNT NO .....

**CONTACT DETAILS**

POSTAL ADDRESS (if different to above) .....  
STATE ..... POST CODE .....  
TELEPHONE ..... FAX ..... EMAIL .....  
CONTACT PERSONS – Accounts ..... Telephone .....  
Purchasing ..... Telephone .....

**CREDIT REQUESTED:**

AMOUNT OF MONTHLY CREDIT REQUESTED - AUD\$ .....

**OWNERS' / DIRECTORS' / PARTNERS / SHAREHOLDERS DETAILS – each director, shareholder, partner and/or the sole trader is to complete AND sign the guarantee and indemnity below**

NAME ..... NAME .....  
PRIVATE ADDRESS ..... PRIVATE ADDRESS .....  
PHONE ..... PHONE .....  
DATE OF BIRTH ..... DATE OF BIRTH .....  
DRIVERS LICENCE NO ..... DRIVERS LICENCE NO .....

*(Affix additional pages for additional directors, shareholders and/or partners, if necessary)*

**INSOLVENCY**

Has any director, shareholder, partner or owner been bankrupt or associated with an insolvent company? YES  NO

If Yes, NAME .....

DETAILS AND YEAR OF BANKRUPTCY / INSOLVENCY .....

**TRADING REFERENCES** (Please provide the names, addresses and phone/fax numbers of four (4) current references.)

1. NAME ..... 2. NAME .....

ADDRESS ..... ADDRESS .....

PHONE NO ..... PHONE NO .....

FAX NO ..... FAX NO .....

3. NAME ..... 4. NAME .....

ADDRESS ..... ADDRESS .....

PHONE NO ..... PHONE NO .....

FAX NO ..... FAX NO .....

**CORPORATE TRUSTEE**

Where the Customer makes this application as a trustee, the T&Cs bind the Customer both personally and as trustee of any trusts of which the Customer is trustee and it represents and warrants that: it has the power and authority to make and execute this Credit Application and enter and comply with any resulting agreement with the Supplier and doing so is a valid exercise of its powers under the applicable Trust instrument for the benefit of the beneficiaries; it has a right to be fully indemnified out of the property of the Trust; all rights of indemnity which it now has or may have in the future against the property of the Trust have not been modified or excluded as a result of any act, matter or document made or executed by it or as a result of any breach of duty or in any other way; it has not released and shall not release in the future and shall not cause or permit to be released, lost or diminished in any manner whatsoever, any such rights of indemnity or any powers conferred under the applicable Trust instrument; it is not and has never been in default under the applicable Trust instrument; no action has been taken or proposed to terminate the Trust; the Supplier's rights under any agreement with the Customer rank in priority to the interests of the beneficiaries of the Trust. The preceding representations and warranties are also taken to be made (by reference to the then current circumstances) on the first day of every week after the date of this Credit Application.

NAME OF TRUST ..... DATE OF TRUST DEED .....

NAME OF TRUSTEE ..... NAME OF SETTLOR .....

ADDRESS OF TRUSTEE ..... BENEFICIARIES OF TRUST .....

**The Customer:**

- Warrants that the details provided in this Application are true and accurate in every particular and not misleading.
- Warrants that no information which would be material to any decision by the Supplier to grant, extend, renew or withhold credit has been withheld or omitted.
- If the Application is approved, agrees to be bound by the present standard Terms and Conditions, which the Customer warrants have been reviewed, understood and accepted.
- Acknowledges and agrees that the Supplier has a legitimate purpose for requiring the information requested in the Application and that the Supplier relies upon the completeness and accuracy of this information to grant, extend or renew credit.

**THE CUSTOMER APPLIES FOR CREDIT.** I/We warrant that I am/we are authorised to sign this Credit Application on behalf of the Customer.

SIGNATURE.....SIGNATURE .....

NAME (Block letters) .....NAME (Block letters) .....

POSITION .....POSITION .....

DATE .....DATE .....

**GUARANTEE AND INDEMNITY**

I/We confirm that I/we have been provided with the Credit Application and the T&Cs applying between the Supplier and the Customer if the Customer’s Application is approved and I/we have read and understood them. In consideration of the Supplier supplying goods on credit to the Customer on those T&Cs:

I/We unconditionally and irrevocably guarantee to the Supplier:

- (a) payment of any money due from the Customer (a reference to which includes their executors, administrators, successors, substitutes, including persons taking by novation, and assigns) to the Supplier in connection with the T&Cs, including in connection with transactions under them (“**Guaranteed Money**”); and
- (b) the Customer’s compliance with the T&Cs and any other conditions of sale or credit.

If the Customer at any time fails to pay any money due to the Supplier on time and in accordance with the T&Cs, I/we will forthwith pay to the Supplier on demand from the Supplier all money due and payable by the Customer to the Supplier (whether or not demand has been made on the Customer). If the Customer at any time fails to comply otherwise with the T&Cs or other term or condition of sale or credit, I/we will comply with these obligations on demand from the Supplier (whether or not demand has been made on the Customer). Any demands may be made at any time and from time to time by the Supplier.

As a separate undertaking, I/we indemnify and hold harmless the Supplier against any liability or loss arising from, and any costs, charges or expenses incurred in connection with:

- (a) the Guaranteed Money not being recoverable from the Customer because of any circumstance whatsoever;
- (b) the Customer’s failure to comply with the T&Cs and any other conditions of sale or credit; or
- (c) Any claim, demand or proceedings against the Supplier asserting that any payment made by the Customer is void, voidable or otherwise invalid for any reason (including pursuant to any provision of the Corporations Act 2001),

to the extent the loss or damage was not caused by a breach of the T&Cs by the Supplier.

I/We agree that this Guarantee and Indemnity is a continuing Guarantee and Indemnity and extends to all of the Guaranteed Money and all of the Customer’s obligations in connection with the T&Cs and any other conditions of sale on credit. I/We waive any right I/we have of first requiring the Supplier to commence proceedings or enforce any other right, against the Customer or any other person, before claiming from me/us under this Guarantee and Indemnity. I/We agree that this Guarantee and Indemnity 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 terms and conditions of credit or sale, the alteration of the composition of the Customer or the release of the Customer or any co-guarantor.

I/We hereby charge in favour of the Supplier as security for Customer’s obligations to the Supplier all right title and interest in any land held now by the Guarantors alone or jointly with anyone or acquired by the Guarantors at any time hereafter. If the Customer or Guarantors default in payment of any Guaranteed Money or other amount owed to the Supplier in accordance with the T&Cs, the Guarantors irrevocably authorise the Supplier to lodge a caveat against any dealings with any such property without notice if the Customer is in breach of the T&Cs.

I/We understand this Guarantee and Indemnity binds me/us personally and if there is more than one of us, it binds us jointly and each of us individually. I/We agree that time is of the essence in respect of any of my/our obligation to pay money under this Guarantee and Indemnity.

I/We agree that the Supplier may and I/We authorise the Supplier to obtain from a credit reporting agency a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor.

This Guarantee and Indemnity is governed by and interpreted according to the laws of Victoria and the Supplier and the Guarantor(s) consent and submit to the jurisdiction of the courts of Victoria. If any provision of the Guarantee and Indemnity may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Guarantee and Indemnity shall continue in full force and effect.

**Each Guarantor acknowledges that they:**

- (a) have read and understood this Guarantee and Indemnity;**
- (b) prior to executing this Guarantee and Indemnity, have had the opportunity to obtain independent legal and/or financial advice;**
- (c) have made their own enquiries and are responsible for continuing to make their own enquiries as to the financial position of the Applicant and have not relied on any statement made by or on behalf the Supplier .**

SIGNATURE .....SIGNATURE .....

NAME OF GUARANTOR 1 .....NAME OF GUARANTOR 2 .....  
(Block letters) (Block letters)

WITNESS SIGNATURE .....WITNESS SIGNATURE .....

WITNESS NAME (Block letters) .....WITNESS NAME (Block letters).....

DATE .....DATE .....

*(Affix additional pages for additional guarantors, if applicable)*

**NATIONAL CREDIT CODE: DECLARATION OF PURPOSES FOR WHICH CREDIT PROVIDED**

The Applicant declares that the credit to be provided to it by the credit provider is to be applied wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

**IMPORTANT:** You should **only** sign this declaration if this credit/loan is wholly or predominantly for:  
 business purposes; or  
 investment purposes other than investment in residential property.

**BY SIGNING THIS DECLARATION YOU MAY LOSE YOUR PROTECTION UNDER THE NATIONAL CREDIT CODE.**

**Signed for the Customer** by its authorised representative:

Signature	Name
Title	Date of declaration

**ACKNOWLEDGEMENT AND AUTHORITY PURSUANT TO THE PRIVACY ACT 1988 (CTH)**

I/We understand that the Customer has applied to the Supplier for credit in relation to the supply of goods and services by the Supplier from time to time. I/We further acknowledge and understand that as the Customer or directors/partners/principal/ shareholder or guarantor of the Customer (as applicable), the Supplier may seek credit reporting information from a credit reporting body and credit information and credit eligibility information from other credit providers for any purpose associated with the Application or its enforcement.

Customer/I/we authorise the Supplier to, for the purposes which are relevant to the Credit Application:

- Disclose or seek personal information about Customer/me/us to or from credit reporting bodies, credit reference agencies, banks, trade referees or trade insurers.
- Disclose certain credit information concerning Customer’s/my/our association with the credit application to a credit reporting body (pursuant to Section 21D of the Privacy Act or otherwise).
- Obtain from a credit reporting body credit reporting information about Customer/me/us.
- Obtain information about Customer’s/my/our commercial activities or commercial credit worthiness from a business which provides information about commercial creditworthiness.
- Use or disclose such information for the purpose of assessing Customer’s/my/our application for commercial credit or enforcing or collecting payments that are overdue in relation to the credit the subject of my/our application.

Customer/I/we further authorise the Supplier to seek and obtain from credit providers credit eligibility information about Customer/me/us for the purposes of assessing the application for credit, assisting in collecting payments that are overdue in relation to any credit, notifying other credit providers of a default by Customer/me/us, exchanging information with other credit providers as to the status of the Customer’s loan where Customer/I/we are in default with other credit providers and assessing Customer/my/our credit worthiness. Customer/I/We understand this information can include any information about credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give to or receive from each other under the Privacy Act or otherwise.

Customer/I/We agree that the information obtained by the Supplier may be used for any of the purposes referred to in this authority and to notify the Supplier’s successor and assigns, the Supplier’s financiers and/or any assignees or any lender to an assignee of the Supplier’s interests in any Amount(s) Payable arising under the Terms and Conditions of trade between the Customer and the Supplier from time to time.

Customer/I/We agree that this Acknowledgment and Authority remains irrevocably in force until the credit the subject of the Customer’s application is fully discharged.

I/We have read and understand this Acknowledgement and Authority, and duly authorise the Supplier to perform the actions described herein.

**Signed for the CUSTOMER** by:

Signature	Name
Title	Date

**Signed for the GUARANTOR/S** by:

Signature	Signature
Name	Name
Date	Date

## SUPPLIER'S TERMS AND CONDITIONS (T&Cs)

### 1. PRICES AND GST

All prices quoted are subject to change and are exclusive of GST. Customer warrants that it is registered for GST and will notify the Supplier if it ceases to be so. Each amount payable by the Customer under these T&Cs in respect of a Taxable Supply by the Supplier is a GST exclusive amount and on receipt of a tax invoice the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply" and "GST" have the meanings set out in the A New Tax System Goods and Products and Services Act 1909 (Cth). This account may be subject to a monthly account fee as agreed.

### 2. CLAIMS AND RETURNS

Subject to clause 7, no claims for shortage or damaged items will be recognised unless notified within seven (7) days from receipt of goods (or seven (7) days from when the issue was identified, if not ascertainable at the time of delivery). Goods returned for credit will be subject to a handling charge as follows: 14-29 days - 10%; After 30 days - nil credit. All returns for credit are subject to substantiation to the Supplier's reasonable satisfaction and invoice numbers must be supplied before credit will be considered.

### 3. WITHDRAWAL, SUSPENSION AND VARIATION OF CREDIT

The Supplier may, at any time, without the need to provide a reason or incurring any liability to the Customer, vary, suspend (temporarily or indefinitely) or withdraw any credit granted to the Customer.

### 4. SUSPENSION AND CEASING OF SUPPLY

The Supplier may, at any time, at its complete discretion, cease or suspend supply of any goods or services to the Customer or amend these T&Cs. Where practical, the Supplier will provide the Customer with advance notice and reasons for the cessation or suspension.

### 5. CUSTOMER DEFAULT

Without limitation to the Supplier's rights, all amounts owing to the Supplier become immediately due and payable on demand if Customer:

- (i) defaults in making prompt payment of any amount due to the Supplier or any of the Supplier's related bodies corporate (as that term is defined in the *Competition and Consumer Act 2010* (Cth)) under these T&Cs or any other agreement or arrangement between the Customer; and the Supplier or any of the Supplier's related bodies corporate;
- (ii) becomes insolvent or bankrupt, commits an act of bankruptcy, convenes a meeting with its creditors, or enters into an arrangement with its creditors, or makes an assignment for the benefit of its creditors, or appoints a receiver, manager, liquidator (provisional or otherwise), ceases to carry on business, or is financially unable to pay its debts or meet its obligations under these T&Cs.

### 6. WARRANTY

To the extent permitted by law or expressly by these T&Cs, all warranties or guarantees whether express, implied, statutory or otherwise, relating in any way to the goods or the supply of goods are excluded.

### 7. LIABILITY

Where liability cannot be limited (under the Australian Consumer Law or otherwise), to the extent permitted by law, the Supplier's liability is limited as follows:

- (i) In respect of goods:
  - (a) If there is a major failure, the goods cannot be repaired or the Supplier has not responded within a reasonable time offering repair or replacement, a refund or replacement if the goods are rejected or payment of the reduction in value of the goods if the goods are not rejected; or
  - (b) If there is not a major failure, at the Supplier's election, replacement, repair or refund; and

### (ii) In respect of services:

- (a) If there is a major failure, the problem cannot be fixed or the Supplier has not responded within a reasonable time, a refund if the contract is terminated or payment of difference between the value of the services provided compared to the price paid; or
- (b) If there is not a major failure, at the Supplier's election, a refund or a further service to rectify the problem.

To the extent permitted by law, the Supplier is not liable to the Customer (under contract, negligence, indemnity or otherwise), and the Customer hereby releases the Supplier from any claim for indirect loss, including but not limited to loss arising from business interruption, loss of actual or anticipated profit or revenue (whether arising at law as direct or indirect loss) or any consequential loss or damage, howsoever arising in respect to the supply of goods or services pursuant to these T&Cs or the Supplier's negligence, act or omission.

### 8. PAYMENT TERMS

Trading terms are Net 30 days. Failure to adhere to these terms will result in the account becoming cash on delivery, until such time as the account is paid in full. The Supplier reserves the right to determine when the account will be reopened. The Supplier is entitled to charge the Customer interest on amounts not paid within the credit period specified by the Supplier at a rate equivalent to 3% per annum above the business overdraft commercial Interest rate of the Supplier's principal bankers from the invoice date until payment of the debt.

### 9. APPLICATION OF MONIES RECEIVED:

If the Supplier receives or recovers money in respect of any debt of the Customer, the Supplier may use the money to pay off whichever debt or part of a debt the Supplier chooses and is not compelled to apply the money as directed by the Customer or any other person.

### 10. COSTS

Should payment remain outstanding beyond the Company's payment terms as outlined in Clause 8, the Customer is liable for all costs including legal costs (on a solicitor/own client basis) and mercantile agents' fees incurred by the Company in recovering the amount outstanding.

### 11. TRANSACTIONS

The Customer will be liable for all transactions and expenses involving the Customer's credit account including any fraudulent use of the account by the Customer, any person authorised by the Customer to use the account or the Customer's employees, agents or contractors.

### 12. RETENTION OF TITLE

The Supplier retains the title and ownership of goods, and Customer holds the goods as a bailee only, until Customer has paid all moneys owing to the Supplier in full. Risk passes to the Customer at the time of delivery. If the Customer defaults in payment, then without prejudice to the Supplier's other rights, the Customer expressly and irrevocably authorises the Supplier to enter and remain upon any premises occupied or used by the Customer without notice to recover possession of goods.

### 13. CHARGES AND PERSONAL PROPERTIES SECURITIES REGISTER

The Customer:

- (iii) agrees that the retention of title contained in these T&Cs give rise to a "security interest" as defined in the Personal Properties Securities Act 2009 ("PPSA") in any of and all personal property (as defined in the PPSA) ("Personal Property") which is the subject matter of the credit application or these T&Cs;
- (iv) charges all of its rights, property and undertaking of whatever kind and wherever situated, whether present or future including, without limitation, its capital and any interest in real property (both legal and beneficial, in freehold and leasehold land) (other than any Personal Property to which the PPSA applies) to the Supplier; and
- (v) agrees to mortgage all of its present and future interests in any real property to the Supplier, as security for the performance of its obligations under the T&Cs

including payment of goods.

The Customer must, within seven (7) days of request from the Supplier, do all things or execute or arrange execution of such documents as the Supplier requires to perfect or register any "security interest" under the PPSA, charge or mortgage. On and from the Registration Commencement Time (as defined in the PPSA):

- (vi) the Customer has no rights under, or by reference to, sections 125, 142 and 143 of the PPSA if the Customer defaults and the Supplier takes enforcement action under these T&Cs in respect of the Goods;
- (vii) the Supplier is under no obligation to dispose of or retain any secured property the Supplier seizes within a reasonable time under section 125 of the PPSA;
- (viii) if any part of the moneys owing to the Supplier by the Customer is secured by a purchase money security interest granted by the Customer, the Supplier will use any money received under this document in the following order:
  - (a) first, to pay obligations that are secured by which are not secured by a purchase money security interest; and
  - (b) second, to pay obligations that are secured by a purchase money security interest;
- (ix) The Customer waives all rights to:
  - (a) receive any notice under sections 95, 130 and 135 of the PPSA in relation to the enforcement of any "security interest" over the goods;
  - (b) receive a statement of account under sections 132(3)(d) and 132(4) of the PPSA; and
  - (c) a copy of, or notice of, any verification statement confirming registration of a financing statement or a financing change statement relating to any "security interest" under, or provided for by, these T&Cs.

Except if section 275(7) of the PPSA applies, each of the parties agree not to disclose any information of the kind referred to in section 275(1) of the PPSA that is not publicly available.

The Customer acknowledges that the Supplier, by virtue of the charge and mortgage, has a caveatable interest in any real property of the Customer which is or becomes subject to the charge and/or mortgage and may lodge a caveat over that property.

#### 14. CHANGE OF OWNERSHIP

The Customer will notify the Supplier in writing of any impending change of ownership or legal structure of the Customer at least 45 days prior to such change. The Supplier reserves the right to vary, suspend (temporarily or indefinitely) or withdraw any credit. Customer indemnifies the Supplier against any loss or damage incurred by it as a result of the Customer's failure to notify or the change of control.

#### 15. INDEMNITY AND GUARANTEE

The Customer indemnifies the Supplier in relation to any direct or indirect loss, claims, liability, cost or damage suffered by the Supplier or it related bodies corporate (as the latter term is defined in the Corporations Act 2001) arising from or in connection with:

- (i) The fraud or negligence of the Customer, its officers, contractors, employees, servants or agents;
- (ii) The Customer's breach of these T&Cs; or
- (iii) Any claim, demand or proceedings against the Supplier that any payment of the Customer is void, voidable or otherwise invalid for any reason (including pursuant to any provision of the Corporations Act 2001),

to the extent the loss, cost or damage was not caused by a breach of these T&Cs by the Supplier.

Where the Customer's obligations have been guaranteed, the Guarantor hereby charges in favour of the Supplier as security for

Customer's obligations to the Supplier all right title and interest in any land held now by the Guarantors alone or jointly with anyone or acquired by the Guarantors at any time hereafter. If the Customer or Guarantors default in payment of any Guaranteed Money or other amount owed to the Supplier, the Guarantors irrevocably authorise the Supplier to lodge a caveat against any dealings with any such property without notice.

#### 16. JOINT AND SEVERAL

If the Customer consists of more than one person, the obligations of each person are joint and several.

#### 17. SEVERANCE

Each clause, sub-clause and part of these T&Cs is separate and independent. If any clause or sub-clause or part is found to be invalid or ineffective, the other clauses or sub-clauses or parts will not be adversely affected.

#### 18. WAIVER

Any waiver by the Supplier must be in writing. In the event that the Supplier elects not to exercise any of the Supplier's rights under or connection with these T&Cs, the Supplier's election will not constitute a waiver of any rights relating to any other breach of these T&Cs.

#### 20. AMENDMENT

These T&Cs may only be amended with the Supplier's prior written agreement. The Customer acknowledges that the Supplier may amend these T&Cs at its absolute discretion by 30 days' notice to the Customer. The changes will apply to any orders placed by the Customer after such notice is given. Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) shall not apply in any circumstances nor shall they constitute a counter-offer.

#### 19. ASSIGNMENT

The Customer cannot assign these T&Cs or any agreement under its credit application (by change of control in ownership or legal structure or otherwise) without the Supplier's prior written consent. The Supplier may assign upon written notice to the Customer.

#### 20. RECIPIENT CREATED TAX INVOICE (RCTI) AGREEMENT

Customer agrees that the Supplier may issue Recipient Created Tax Invoices ('RCTIs') for the supply to Customer (or its agent) make to the Supplier. You will not issue tax invoices for these supplies. The Supplier will issue the RCTI within 28 days of determining the value of the supply.

#### 21. GOVERNING LAW

These T&Cs are governed by the laws of the State of Victoria. The Customer submits and consents to the jurisdiction of courts in Victoria and appeal courts therefrom.

#### 22. PRIOR CONDUCT

Customer represents that it has not, and does not, rely on the Supplier's prior conduct or statements when entering into these T&Cs and agrees that the Supplier's relies on this representation for the purpose of agreeing to provide credit.

#### 23. RE SALE OF GOODS

The Supplier agrees to supply the goods to the Customer on condition that the Customer will only re-supply the goods to customers who purchase the goods at the Customer's business premises or who order or purchase the goods by telephone, email or from the Customer's website which must be approved in writing by the Supplier.

#### 24. INTELLECTUAL PROPERTY RIGHTS

The Customer must not use any intellectual property rights (including but not limited to any copyright, patent, trade mark, design or other right) in the goods that are owned or used by the Supplier for the purpose of using, promoting, advertising, distributing and/or selling or otherwise re-supplying the goods without the prior written consent of the Supplier. These T&Cs do not convey to the Customer any right, title or interest in such intellectual property rights.