

**SECTION TWO****TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES UPON CREDIT**

- A. I/We agree that subject to Locker Group Pty Ltd's acceptance of this application, the terms and conditions (detailed herein) will apply to this account.
- B. I/We undertake that the information provided within this application is true and correct and I/We further undertake to advise Locker Group in writing within 14 (fourteen) days of any changes in the particulars listed in this application (excluding statement of position – Clause D. above).
- C. I/We acknowledge that we have read and understood the following conditions and agree that subject to Locker Group's acceptance of this application, those conditions will apply to all accounts opened as a result of approval of this application.
- D. This agreement is deemed to be accepted upon Locker Group Pty Ltd's approval of this application.

THE FOLLOWING SECTIONS RELATE TO THE DISCLOSURE AND EXCHANGE OF CREDIT INFORMATION REGARDING THE "CUSTOMER" and are necessary to ensure that Locker Group complies with the provisions of the PRIVACY ACT.

E. "THE CUSTOMER" HEREBY:

- E1. UNDERSTANDS that items of personal credit information about the Customer contained in this Application and permitted to be kept on a Credit Information file may be disclosed by Locker Group to a Credit Reporting Agency.
- E2. AGREES to Locker Group obtaining a report containing PERSONAL CREDIT information about the Customer in assessing this application for Commercial Credit AND in relation to collecting overdue payments. Where the Customer is a Company, then the Directors AGREE to Locker Group obtaining a report containing PERSONAL CREDIT information in assessing whether to accept the Directors as a Guarantor for the Customer herein.
- E3. AGREES that Locker Group may give to, and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about THE CUSTOMER'S credit arrangements, including any information about THE CUSTOMER'S credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
- E4. UNDERSTANDS that the information referred to in paragraph E.3 may be used to assess an application by THE CUSTOMER for credit, to notify other credit providers of a default by THE CUSTOMER, to exchange information with other credit providers as to the status of this credit facility where THE CUSTOMER is in default with other credit providers, or to assess THE CUSTOMER'S credit worthiness.
- E5. AGREES that if Locker Group approves this Application for Credit then the above agreements shall remain in force for the duration of the credit facility granted by Locker Group.

**Declaration**

I/We declare that the information supplied in this application is true to the best of my/our knowledge. Should the application be approved, I/we undertake to comply with Locker Group's Conditions of Sale (a copy of which is included in this Credit Account Application), the contents of which I/We have read and accepted.

Signature 1: \_\_\_\_\_

Position: \_\_\_\_\_

Signature 2: \_\_\_\_\_

Position: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**SECTION THREE****COMPANIES ONLY  
DIRECTORS GUARANTEE**

**To: LOCKER GROUP PTY LTD  
ABN 99 004 353 922  
2 Cojo Place  
Dandenong South VIC 3175**

I/We \_\_\_\_\_ of \_\_\_\_\_  
(please print) Name of Director Address

and \_\_\_\_\_ of \_\_\_\_\_  
(please print) Name of Director Address

in consideration of LOCKER GROUP PTY LTD'S granting credit to \_\_\_\_\_  
\_\_\_\_\_ ("the Customer"), hereby jointly and severally  
guarantee Locker Group the due payment of all monies due and payable by the Customer to  
Locker Group, and it is agreed that this Guarantee shall be a continuing guarantee and shall not in  
any way be waived or affected by any indulgence granted by Locker Group to the Customer.

Dated: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Director

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Director

**OFFICE USE ONLY**

State Manager: \_\_\_\_\_ Rep Code: \_\_\_\_\_

Credit Controller: \_\_\_\_\_ Date: \_\_\_\_\_

Credit Limit Approved: \$ \_\_\_\_\_

Type of Customer Account \_\_\_\_\_ Directors' Guarantee Obtained: YES / NO

Account Code: \_\_\_\_\_ Credit Reporting Agency: \_\_\_\_\_

## SECTION FOUR

## TERMS AND CONDITIONS OF SALE

### LOCKER GROUP PTY LTD ABN 99 004 353 922

**1. QUOTATION**

Any quotation made by Locker is not an offer to sell and no order given in pursuance of any quotation shall bind Locker until accepted by it in writing or by the commencement of the supply of the goods the subject of the order.

**2. CANCELLATION OF ORDERS**

Once placed, no order may be cancelled by the customer except in writing and then only with the prior written consent of Locker, which Locker may withhold at its discretion and without being required to give a reason.

**3. PRICES**

Quotations are subject to revision without notice. All prices quoted are exclusive of GST unless otherwise stated.

**4. RETENTION OF TITLE**

Title in the goods delivered remains with Locker until Locker has received payment in full of all money owing by the customer and if payment is not made by the due date Locker shall, without prejudice to any other remedies available to it, be entitled to retake possession of the goods and hold them until payment in full has been received or to resell the goods and to recover the deficiency on resale plus costs of repossession from the customer. For so long as title in the goods remains with Locker, the customer will hold the goods as bailee for Locker, and if the customer sells the goods, the proceeds of sale thereof are held on trust for Locker, and if payment for the goods is not made on a due date, Locker or its authorized agents have the right to enter the customer's premises or other premises in which the goods are located to take possession of the goods. Notwithstanding the foregoing, all intellectual property rights in the goods and associated trademarks and drawings shall always remain the property of Locker.

To the extent permitted by the Personal Property Securities Act ("PPSA"), the customer has no right to receive a notice of removal of an accession under the PPSA; has no right to retain an accession under the PPSA; waives its right to receive notice of a certification or financing charge statement; and agrees that the provisions of chapter 4 of the PPSA are excluded.

**5. RISK**

Risk in the goods shall pass to the customer upon delivery. The customer must insure the goods from the time of delivery to the customer and, pending payment in full, insure the goods in the names of Locker and the customer for their respective interests. Any materials supplied by the customer to Locker are supplied at the customer's risk in all respects.

**6. DELIVERY**

- (a) All orders and contracts are accepted and agreements entered into subject to Acts of God, strikes, lockouts, accidents and all other causes beyond Locker's control.
- (b) The goods shall be collected by the customer at, or dispatched from, the Locker premises specified in the quotation. Locker has the right to make partial deliveries against the customer's purchase order and to invoice each partial delivery separately.
- (c) The goods shall be deemed to have been delivered to the customer when collected by the customer or loaded on to the carrier's vehicle at Locker's premises (notwithstanding that Locker may have engaged the carrier).

**7. CLAIMS**

Goods should be examined on arrival and any apparent damage or loss endorsed on the carrier's receipt. A detailed claim in writing for any damage or loss must be received by the carrier and Locker within five (5) working days of the date of Locker's delivery docket. All claims and notifications must be sent by recorded delivery. Failure to comply with these conditions may invalidate any claim, at Locker's discretion.

**8. PAYMENT TERMS**

Payment for goods purchased from Locker must be on a cash with order basis, following which Locker will issue a tax invoice to the customer. However, if any approved account has been established with Locker, payment must be received by the last working day in the calendar month following the month in which Locker issues its tax invoice.

If the customer fails to pay the amount due to Locker on or before the due date, then Locker shall have the following rights in addition to any other rights it may have.

- (a) To charge interest on the amount owing as from the due date for payment until the date payment is made at the rate of 1.5% per month or part thereof; and
- (b) To cancel orders or to suspend deliveries to the customer whether under the contract in respect of which payment is overdue or otherwise until all amounts due, including interest payable thereon, have been received.

The customer shall indemnify Locker against all costs, losses and damages (including but not limited to legal costs on a solicitor/client basis, accounting costs and loss of profit) incurred or suffered by Locker as a result of such default and actions taken by Locker in respect of the same.

**9. TOLERANCES**

References to sheet size, strand width, gauge and weight are approximate only. Whilst every effort is made for these figures to be accurate, it must be understood that the specification of goods manufactured and supplied by Locker is subject to normal trade tolerances.

**10. LIMITED LIABILITY**

- (a) In no event shall Locker be responsible for any consequential loss, penalties, expenditure, damages or losses suffered or incurred by the customer arising out of any delay in delivery or caused by or arising out of any use of or dealing with the goods, whether arising from any defect in the goods, unsuitability for the customer's purpose, negligence by Locker or its employees or agents or in any other way.
- (b) Unless otherwise agreed in writing, Locker's liability to the customer for breach of any mandatory guarantees, undertakings, conditions and warranties implied into the agreement between Locker and the customer for the supply of the goods by operation of the Competition and Consumer Act 2010 and applicable State and Territory legislation ("Consumer Protection Laws") is limited, at Locker's option to:
  - (i) replacing the goods or supplying equivalent goods; or
  - (ii) paying the cost of replacing the goods or acquiring equivalent goods.

- (c) Without prejudice to paragraphs 10(a) and (b) and subject to the Consumer Protection Laws:
  - (i) any goods supplied, but not manufactured, by Locker shall be covered only by the express warranty, if any, of the manufacturer of such goods;
  - (ii) Locker and its suppliers shall have no obligation in respect of any goods which have been improperly stored or handled or which have not been installed, operated or maintained according to instructions given by Locker or contained in supplier furnished manuals; and
  - (iii) any such warranty shall be void if the customer replaces any goods supplied or proposed to be supplied by Locker with goods supplied by any other person.
- (d) For the purpose of ensuring proper installation of the goods, the customer hereby grants Locker reasonable access to the installation site and shall comply with any directions given by Locker regarding the correct method of installation.

**11. NON STOCK ITEMS**

Non stock goods, being goods not stocked by Locker and ordered by Locker from its supplier to the customer's specifications, are not returnable by the customer to Locker.

**12. TERMS & CONDITIONS PREVAIL**

These terms and conditions shall apply to all contracts for the supply of goods made between Locker and the customer, to the exclusion of any terms and conditions contained on the customer's purchase order or any other document submitted by the customer to Locker, and may only be amended by written agreement between Locker and the customer. Any waiver by either Locker or the customer shall only be effective if in writing.

**13. GOVERNING LAW & ASSIGNMENT**

- (a) These terms and conditions shall be subject to the laws of the State of Victoria, and Locker and the customer agree to submit to the non-exclusive jurisdiction of the courts of the State of Victoria and courts competent to hear appeals therefrom.
- (b) The customer may not assign or transfer any of its rights or obligations under these terms and conditions to any other person whatsoever without the prior written approval of Locker which may be withheld by Locker in its absolute discretion and without having to give a reason.