

TRADING TERMS AND CONDITIONS

of Garden City Planters Pty Ltd trading as Garden City Plastics ("the Company")

1. All accounts are to be paid by the end of the month following the month in which each invoice is issued
2. If payment of any debt is overdue:
 - (i) the Company may cancel any incomplete contracts or orders
 - (ii) all invoices issued to the debtor shall immediately become due and payable
 - (iii) the debtor shall be liable for interest at the rate of 1.5% per month on the balance owing to the Company from time to time.
 - (iv) the debtor shall be liable to reimburse the Company for all costs reasonably incurred in recovering the amount owing to the Company.
3. No credit will be allowed for any error, defect or discrepancy unless it is reported to the Company within seven days from date of receipt of the goods.
4. Goods may not be returned except with the prior agreement of the Company. The Company will not accept liability for the cost of transport of goods returned to it.
5. The Company may suspend or terminate any credit facilities or vary any credit limit at any time.
6. Legal and equitable ownership of goods supplied by the Company or its agent shall not pass to the customer but shall remain with the Company until it has received payment in full for those goods. In the event of a breach of clause I hereof the Company shall be entitled to enter any premises of the customer for the purpose of removing any goods which are the property of the Company.
7. The Company may obtain from any credit provider or credit reporting agency any information reasonably required for assessment of an application for credit.

GUARANTEE

(To be completed by directors of the applicant, if a company, or by such persons as may be required by Garden City Planters Pty Ltd trading as Garden City Plastics ("the Company ") to do so.)

In consideration of the Company agreeing to provide credit to the applicant named on the other side of this form

*** I hereby:** *** we hereby jointly and severally:** (* Strike out one)

1. Guarantee the due and punctual payment to the Company of all amounts which may from time to time be owing by the applicant to the Company.
2. Agree that this guarantee is a continuing guarantee and shall bind our personal representatives.
3. Agree that this guarantee shall not be affected by any waiver, indulgence, variation, modification or extension which the Company may grant.
4. Agree that the Company may enforce this guarantee when any amount owing by the applicant to the Company becomes overdue for payment and without first taking any legal or other proceedings against the applicant.
5. Agree that if any payment to the Company by or on behalf of the applicant is subsequently avoided or repaid pursuant to any statutory provision the liability of any guarantor hereunder shall be restored to the position which would have existed if such payment had not been made.

Name in full..... Signature

Address..... Signature of witness

Driver's Licence No..... Date

Name in full..... Signature

Address..... Signature of witness

Driver's Licence No..... Date