



## APPLICATION FOR CREDIT ACCOUNT

Type of Entity (*tick*)   ☐ Company   ☐ Sole Trader.   ☐ Partnership.   ☐ Trust.   ☐ Trustee for another Entity

Entity Name ("the Applicant", "You"):

\_\_\_\_\_

Business Trading Name (if any)

\_\_\_\_\_

ACN: \_\_\_\_\_

ABN: \_\_\_\_\_

GST Registered (*tick*)   ☐ YES   ☐ NO

Business Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Web Site Address: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

**PERSON AUTHORISING PAYMENT OF ACCOUNT:**

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

Phone No: \_\_\_\_\_

Email: \_\_\_\_\_

**ACCOUNTS CONTACT:**

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

Phone No: \_\_\_\_\_

Email: \_\_\_\_\_

How long in current business? Years \_\_\_\_\_ Months \_\_\_\_\_

Where is Business Operated from (*circle*)? Business Premises: YES / NO Home: YES / NO

Business Premises (*tick*) Owned ☐ Rented ☐ Leased ☐

Number of staff employed: \_\_\_\_\_

Monthly Credit Limit Applied for from CAMHOSE: \$ \_\_\_\_\_

**DIRECTOR, PROPRIETOR, PARTNER OR AUTHORISING OFFICER DETAILS (*all must complete*)**

1. Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Driver's Licence No: \_\_\_\_\_

2. Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Driver's Licence No: \_\_\_\_\_

**TRADE REFERENCES:** *(Please list your main suppliers)*

Business Name: \_\_\_\_\_

Phone No: \_\_\_\_\_

Business Name: \_\_\_\_\_

Phone No: \_\_\_\_\_

Business Name: \_\_\_\_\_

Phone No: \_\_\_\_\_

**BANKING DETAILS:**

Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

BSB: \_\_\_\_\_

Account Number: \_\_\_\_\_

Bank Account Name: \_\_\_\_\_

**ACCOUNTANT'S DETAILS:**

Firm/Trading Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

## **GUARANTEE, INDEMNITY & CHARGE**

The Guarantors hereby JOINTLY AND SEVERALLY AGREE with CAMHOSE PTY LTD (ACN 626 318 812) ('CAMHOSE') as follows:

1. At the request of the Guarantor/s, CAMHOSE have indicated that CAMHOSE may, at CAMHOSE's sole discretion:
  - 1.1. sell Goods under CAMHOSE's Trading Terms as amended from time to time;
  - 1.2. make available a certain limit of credit to the Applicant; and
  - 1.3. make available in the future a certain limit of credit to the Applicant.
2. The Guarantor/s give this Guarantee, Indemnity & Charge at the request of the Applicant and in consideration of CAMHOSE:
  - 2.1. providing or continuing to provide a line of credit for the Applicant; and
  - 2.2. refraining from immediately asking for payment of any amounts now owing by the Applicant.
3. The Guarantor/s unconditionally and irrevocably guarantee to CAMHOSE the due and punctual payment by the Applicant to CAMHOSE of all monies at any time actually or contingently owing to CAMHOSE by the Applicant either alone or jointly or severally with others on any account (the 'Guaranteed Monies'), including without limitation, by way of:
  - 3.1. monies payable for Goods sold, or to be sold, by CAMHOSE to the Applicant;
  - 3.2. interest;
  - 3.3. costs and charges; and
  - 3.4. indemnity or damages.
4. If the Applicant defaults in payment of the Guaranteed Monies, the Guarantor/s shall pay those monies on demand, by way of currency, to or as directed by CAMHOSE in order to discharge the debt owed by the Applicant in full.
5. This Guarantee, Indemnity and Charge shall constitute a continuing guarantee and indemnity to CAMHOSE for all Guaranteed Monies which are now or may from time to time be owing or remain unpaid.
6. The Guarantor/s' obligations under this Guarantee, Indemnity and Charge are primary obligations and are not ancillary or collateral to any other right or obligation. The Guarantor/s' obligations may be enforced against the Guarantor/s without CAMHOSE being required to take any action against the Applicant whether by making a demand or under any security it may hold for the Guaranteed Monies.
7. The liability of the Guarantor/s under this Guarantee, Indemnity and Charge is absolute and unconditional and it shall not be avoided, released or affected by anything at all which, but for this provision, might operate to relieve the Guarantor/s of any obligation in whole or in part, including without limitation:
  - 7.1. CAMHOSE making any variation or alteration in the terms of any agreement made with or to be made with the Applicant or the Trading Terms, or entering into any transaction or arrangement, including an arrangement which increases the Guaranteed Monies, any extension of time, any waiver of release, which may be made or given between CAMHOSE, the Applicant, the Guarantor/s and anyone else;
  - 7.2. any agreement between CAMHOSE and the Applicant becoming wholly or partly unenforceable;
  - 7.3. CAMHOSE's failure to give notice, or any other omission, mistake, delay or negligence on CAMHOSE's part;
  - 7.4. CAMHOSE's refusal to sell further Goods to the Applicant;
  - 7.5. the bankruptcy, winding up, liquidation or becoming insolvent under the administration of, or appointment of an administration to, the Guarantor/s, the Applicant or any other person;
  - 7.6. any change in the constitution, ownership, directors or management of the Applicant;
  - 7.7. CAMHOSE compounding or compromising with or releasing the Applicant or any Guarantor of this Guarantee, Indemnity and Charge or any other person or corporation whatsoever or the
  - 7.8. release, abandonment, variation, relinquishment, loss or renewal in whole or in part of any security, asset or right held by CAMHOSE;
  - 7.9. the fact that any other person fails to become bound or ceases to become bound as surety in respect of the Guaranteed Monies;
  - 7.10. if the Applicant is the trustee of a trust, it acting beyond its powers under the trust, or
  - 7.11. anything else which might prejudice or discharge any Guarantor's liability under this Guarantee, Indemnity and Charge.
8. All payments which a Guarantor is required to make under this Guarantee, Indemnity and Charge must be made without any set-off, counterclaim condition or deduction and are payable on demand by CAMHOSE.

9. Each Guarantor hereby charges and creates in CAMHOSE's favour a security interest in, for the payment of all monies due from the Guarantor to CAMHOSE under this Guarantee, Indemnity and Charge, all the Guarantor's present and future beneficial interests in real property and all of the Guarantor's present and after-acquired property. Each Guarantor also agrees that on demand by CAMHOSE, the Guarantor will immediately execute such mortgage or other instrument of security, as CAMHOSE require, and against the event that the Guarantor fails to do so within a reasonable time of being so requested, the Guarantor hereby irrevocably and by way of security, appoints any credit manager or solicitor engaged by CAMHOSE to be its true and lawful attorney to execute and register such instruments. Notwithstanding any other provision in this Guarantee, Indemnity and Charge each Guarantor irrevocably and unconditionally consents to lodgement by CAMHOSE of a caveat noting the interest given by this charge, security interest, or any other mortgage or other instrument of security, on the title of any property of the Guarantor whenever CAMHOSE so wish.
10. The Guarantor/s agree to indemnify CAMHOSE against any losses, costs, charges or expenses of any nature (including CAMHOSE's solicitors' costs and disbursements on an indemnity basis of any litigation, arbitration or other alternative dispute resolution process between CAMHOSE and the Applicant or any Guarantor, or any commission paid or payable by CAMHOSE to any commercial or mercantile agent) which it has incurred or incurs in the future:
- 10.1. as a result of the Applicant's breach of any of the terms and conditions of the Credit Application or Trading Terms; or
- 10.2. otherwise arising out of the business relationship between the Applicant and CAMHOSE; or
- 10.3. in connection with the preparation, enforcement or discharge of this Guarantee, Indemnity and Charge or further security requested under clause 13, or
- 10.4. otherwise arising under or in connection with this Guarantee, Indemnity and Charge.
11. Until such time as the Guaranteed Monies have been irrevocably paid in full, if the Applicant is wound up, CAMHOSE may prove for all monies which the Guarantor/s may have paid under this Guarantee, Indemnity and Charge and need not apply, in discharge of the Guaranteed Monies, any monies which it receives.
12. For the consideration mentioned above, the Guarantor/s unconditionally and irrevocably indemnify CAMHOSE against any loss or liability which they may suffer because the whole or any part of the Guaranteed Monies are not recoverable from the Applicant, and not recoverable from any Guarantor as surety, because of any default by the Applicant in the performance and observance by the Applicant of CAMHOSE's Trading Terms, by reason of the Applicant's insolvency or bankruptcy, or by reason of the contract between the Applicant and CAMHOSE being void, voidable or unenforceable for any reason whatever, whether or not the circumstances were known to CAMHOSE.
13. If, after CAMHOSE apply any amount against any of the Guaranteed Monies, CAMHOSE form the view that CAMHOSE are obliged to, or that it is reasonable to compromise and, make a payment in respect of the amount so applied by CAMHOSE to any person under the law relating to bankruptcy, winding up or the protection of creditors, CAMHOSE's rights under this Guarantee, Indemnity and Charge will be re-instated, and will be the same in respect of the amounts as if the application, or the payment or transaction giving rise to it, had not been made.
14. Service of any notice, demands, proceedings, summonses, suits or actions (together referred to as 'Notice') upon any Guarantor herein may be effected by CAMHOSE or CAMHOSE's solicitors sending such process by prepaid post to the Guarantor's address shown above or to the last disclosed address of the Guarantor in any company search or business name search. Service shall be deemed to have been effected two business days after the posting of the Notice.
15. The Guarantor/s:
- 15.1. consent to CAMHOSE affecting and maintaining a registration on the register (in any manner CAMHOSE consider appropriate) in relation to any security interest contemplated or constituted by this Guarantee, Indemnity and Charge and the Guarantor/s agree to sign any documents and provide all assistance and information to CAMHOSE required to facilitate the registration and maintenance of any security interest. CAMHOSE may at any time register a financing statement or financing change statement in respect of a security interest. The Guarantor/s waive the right to receive notice of a verification statement in relation to any registration on the register of a security interest contemplated or constituted by this Guarantee, Indemnity and Charge;
- 15.2. undertake to:
- a) do anything (including executing any new document or providing any information) that is required by CAMHOSE to register a financing statement or financing change statement or to ensure that CAMHOSE's security position, and rights and obligations, are not adversely affected by the PPSA and that CAMHOSE acquire and maintain a perfected security interest under the PPSA;
- b) not register a financing change statement in respect of a security interest contemplated or constituted by this Guarantee, Indemnity and Charge without CAMHOSE's prior written consent; and
- c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the personal property which is the subject of a security interest contemplated or constituted by this Guarantee, Indemnity and Charge in favour of a third party without CAMHOSE's prior written consent.
16. This Guarantee, Indemnity and Charge is a security agreement for the purposes of the PPS Act and CAMHOSE may apply amounts received in connection with a security interest contemplated or constituted by this Guarantee, Indemnity and Charge to satisfy obligations secured by that security interest in any way it determines in its absolute discretion.
17. The Guarantor/s agree to notify CAMHOSE in writing of any change to details set out in this Guarantee, Indemnity and Charge, within 5 days from the date of such change.

18. This Guarantee, Indemnity and Charge and the construction and interpretation of it shall be governed by the laws of the State of New South Wales in force for the time being and from time to time, and the parties to this Guarantee, Indemnity and Charge irrevocably submit generally and unconditionally to the jurisdiction of the Courts of New South Wales in respect of all claims, proceedings and matters arising out of or in respect of this Guarantee, Indemnity and Charge.
19. In this Guarantee, Indemnity and Charge the following rules of interpretation apply unless the context otherwise requires:
- 19.1. **"Guarantor"** means the Guarantor jointly and each person who is a Guarantor severally and their respective successors and assigns.
- 19.2. **"PPSA"** means the *Personal Property Securities Act* 2009 (Cth) (as amended) (the "PPS Act") and any other legislation and regulations in respect of it and the following words in clauses 20 to 23, above, have the respective meanings given to them in the PPS Act: financing change statement, financing statement, interested person, personal property, register, registration, security agreement, security interest and verification statement;
- 19.3. words denoting the singular number includes the plural (and vice versa);
- 19.4. any capitalised terms not defined in this Guarantee, Indemnity and Charge have the same meaning as set out in CAMHOSE's Trading Terms.
- 19.5. words denoting natural persons include bodies corporate and unincorporated and their permitted assigns (and vice versa); and
- 19.6. references to any party to this Guarantee, Indemnity and Charge or any other agreement or instrument include the party's successors and permitted assigns.
20. By signing this Guarantee, the Guarantors consent to and authorise CAMHOSE to obtain from a credit reporting agency a consumer credit report containing information for the purpose of assessing whether to accept the Guarantor/s as a guarantor for credit applied for by, or provided to, the Applicant - until the credit covered by the Applicant's application ceases.

# TRADING TERMS

## 1. TRADING TERMS BETWEEN YOU AND CAMHOSE

These Trading Terms, together with:

- a) any Credit Application You completed and submitted to CAMHOSE;
  - b) any Guarantee, Indemnity and Charge You completed and submitted to CAMHOSE;
- make up the trading agreement (the "Trading Agreement") between You and CAMHOSE. It is important that You read and understand all of the terms and conditions of the Trading Agreement before purchasing from CAMHOSE. The Trading Agreement has retrospective effect and is deemed to apply to every transaction between you and us.

## 2. DEFINITIONS

**"Credit Account"** means You have properly completed and submitted a Credit Application to CAMHOSE and CAMHOSE have approved You for an account with CAMHOSE.

**"Goods"** has the same definition as in the *Sale of Goods Act 1958* (VIC) (as amended)

**"Intellectual Property"** means all intellectual or industrial property as defined by the laws of Australia (including but not limited to, copyright, design right, trade marks or other intellectual property, whether registered or not) wherever subsisting in the world used in or relating to our business.

**"PPSA"** means the PPS Act (the *Personal Property Securities Act 2009* (CTH)) and any other legislation and regulations in respect of it and the following words have the respective meanings given to them in the PPS Act: collateral, financing change statement, financing statement, interested person, purchase money security interest, register, registration, security agreement, security interest and verification statement.

**"CAMHOSE"** means CAMHOSE PTY LTD (ACN 626 318 812)

**"You/Your"** refers to the person, firm, organisation, partnership, corporation, trust or other entity purchasing goods from CAMHOSE, as named as the 'Applicant' in the Credit Application or the subsequent invoice (in circumstances where You do not hold a Credit Account). The reference to "You" includes any employees, agents and contractors.

## 3. PAYMENT

- a) All payment terms are strictly 30 days from invoice date.
- b) Payment can be made as a direct deposit to '**CAMHOSE PTY LTD, Commonwealth Bank, BSB 063-359, Acc 1010 4946**'. You must quote either the invoice number or customer number on the payment reference.
- c) If You do not pay the invoice in full by the payment due date, we reserve the right to:
  - i. suspend the trading account. Further orders will not be released until the account is paid in full.
  - ii. charge interest at the rate per annum equal to the current rate fixed under section 2 of the *Penalty Interest Rates Act 1983* (VIC) plus 2% per annum on any money payable by you and remaining unpaid after the due date. Interest will be computed from the date on which such payment became due;
  - iii. any costs and expenses (including any commission payable to any commercial or mercantile agents and legal costs on a full indemnity basis) incurred by CAMHOSE in recovering any unpaid amounts under this Trading Agreement; and
  - iv. Retain property of any goods already delivered unless and until the total invoice price has been paid and you agree that the goods shall be at your risk from the time of delivery.
- d) Time is of the essence;

## 4. PPSA

- (a) You consent to CAMHOSE affecting and maintaining a registration on the register (in any manner CAMHOSE consider appropriate) in relation to any security interest contemplated or constituted by this Trading Agreement in the Goods and the proceeds arising in respect of any dealing in the Goods and You agree to sign any documents and provide all assistance and information to CAMHOSE required to facilitate the registration and maintenance of any security interest. CAMHOSE may at any time register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest). You waive the right to receive notice of a verification statement in relation to any registration on the register of a security interest in respect of the Goods.
- (b) These Trading Terms is a security agreement for the purposes of the PPS Act and CAMHOSE may apply amounts received in connection with a security interest contemplated or constituted by these Trading Terms to satisfy obligations secured by that security interest in any way it determines in its absolute discretion.
- (c) You undertake to:
  - i. do anything (in each case, including executing any new document or providing any information) that is required by CAMHOSE so that CAMHOSE acquire and maintain one or more perfected security interests under the PPSA in respect of the Goods and its proceeds, to register a financing statement or financing change statement and to ensure that CAMHOSE's security position, and rights and obligations, are not adversely affected by the PPSA;
  - ii. not register a financing change statement in respect of a security interest contemplated or constituted by this Trading Agreement without CAMHOSE's prior written consent; and
  - iii. 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 CAMHOSE's prior written consent.
  - iv. Give Consent and not oppose any steps taken by CAMHOSE to recover possession of goods already delivered to you.
- (d) CAMHOSE may apply amounts received in connection with this Trading Agreement to satisfy obligations secured by a security interest contemplated or constituted by this Trading Agreement in any way CAMHOSE determine in CAMHOSE's absolute discretion.
- (e) You agree to notify CAMHOSE in writing of any change to Your details set out in the Credit Application, within 5 days from the date of such change.

## 5. PRICING

- (a) Pricing is subject to change without notice.
- (b) All prices quoted in a price list, written quotation or verbally are exclusive of GST, any other taxes or duties imposed on the Goods and/or services and exclusive of delivery, packing and insurance costs.
- (c) Where additional costs are incurred by CAMHOSE for the supply of Goods and/or services, CAMHOSE may vary the price quoted and require your written confirmation to proceed with the transaction.

## 6. DELIVERY TERMS:

- (a) Delivery of Goods will take place at the Trading Address specified by you in the Credit Application You completed. You may need to submit a separate Order for Goods where you require multiple delivery destinations.



- (b) If you are not personally available to accept delivery, you may appoint a representative to do so in your place. The representative must be over 16 years of age and capable of receiving delivery on your behalf, and you agree that we will be entitled to rely on the representative's instructions as if they were your own.
- (c) Upon delivery, You must inspect the Goods and ensure that the Goods delivered matches the delivery docket and your order. If the Goods are not as ordered, You may return the Goods to us in accordance with our Return of Goods policy. If Goods are missing from your Order, you must notify CAMHOSE in writing within 10 business days of delivery to enable CAMHOSE to rectify the mistake. If You fail to give notice within 10 business days, you are deemed to have accepted the Goods as detailed on the delivery docket.
- 7. RETURN OF GOODS**
- (a) Returns will not be accepted for credit without prior authorisation.
- (b) Claims for incorrect delivery, faulty goods and incorrect charging must be made within 7 days of the receipt of the goods. Any Goods replaced under the Returns Policy due to being faulty, damaged, or incorrect will be delivered to you free of charge.
- (c) CAMHOSE will not accept any return or exchange of goods for change of mind if You have:
- Used the Goods;
  - Opened the Goods and/or handled the Goods such that they are not presented in their original condition and packaging as supplied by CAMHOSE.
- (d) If CAMHOSE agree to return or exchange the Goods, You must pay the additional charges for delivery and administrative costs.
- 8. INTELLECTUAL PROPERTY** All Intellectual Property, including the specification and design of the goods, whether or not devised in the course of trading, remains our property unless we agree otherwise in writing. CAMHOSE reserve the right to suspend the trading account if we believe that you are infringing our intellectual property rights.
- 9. YOUR LEGAL RIGHTS** - Your purchase of Goods will be subject to certain laws including, without limitation, the 'Australian Consumer Law' (Schedule 2 of the *Competition and Consumer Act 2010* (Cth)). The Australian Consumer Law provides You with certain rights that cannot be excluded, including that the Goods must be of acceptable quality, reasonably fit for the purpose that CAMHOSE represents they will be fit for, and that the Goods will correspond with any relevant description. Nothing in these Terms and Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Australian Consumer Law) which cannot by law be excluded, restricted or modified.
- 10. PASSING OF PROPERTY AND RISK:**
- (a) Notwithstanding any other clause contained herein the full legal and equitable title in the goods
- shall be retained by CAMHOSE or its lawful successors in title (hereafter referred to as "the company") and will only be transferred when the buyer's indebtedness to the company or its lawful agents for the purpose under his agreement, together with any GST or interest payable is fully discharged.
  - Until the moment of receipt of full payment of all of the buyer's indebtedness the buyer shall keep the goods for and on behalf of the company.
- (b) Notwithstanding any other clause contained herein the risk in all goods shall pass to you immediately upon delivery and all goods must be paid for notwithstanding the destruction thereof or any damage thereto however caused.
- (c) While CAMHOSE retain full legal and equitable title in the goods You shall not bail, pledge, mortgage, charge, grant a lien over, lease or assign the goods by any other way of security. Only sales pursuant to paragraph (e) hereof are permitted.
- (d) You shall notify CAMHOSE in writing of any intended sale of Your business which includes or purports to include the goods as part of the stock.
- 11. CORPORATE / 'NON-CONSUMER' CUSTOMERS**
- Where You are a corporate entity or You are purchasing the goods not for a personal, domestic or household use or consumption, You hereby expressly warrant that:
- (a) You rely on your own skill and judgment and you have satisfied Yourself as to the condition, quality, suitability and fitness of the Goods/ Services for the purpose for which you propose to use the Goods/Services.
- (b) You warrant and represent to CAMHOSE that You are not a 'consumer' as defined in the Australian Consumer Law and the goods purchased from CAMHOSE are not acquired for a personal, domestic or household use or consumption, but for the purpose of re-supply and/or using them up or transforming them, in Your business in trade or commerce.
- (c) You agree that CAMHOSE is limited in its liability to You arising directly or indirectly under or in connection with these Terms or the performance or non-performance of these Terms and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity as follows:
- CAMHOSE will have no liability whatsoever to You for any loss, harm, damage, cost or expense (including legal fees) in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity, loss of production, production stoppage or loss of data); and
  - the aggregate of CAMHOSE's liability to You is otherwise limited to the amount not exceeding the amount of the single Order for the Goods.
- 12. WARRANTY**
- (a) Save as otherwise provided in these Terms, CAMHOSE warrants that:
- All Goods supplied by CAMHOSE are backed by a manufacturer's warranty of 12 months from the date of purchase (the 'Warranty Period').
  - All Services supplied by CAMHOSE are backed by a warranty of 12 months from the date of the Service.
- (b) In the event that any Goods supplied by CAMHOSE are faulty or become defective within the Warranty Period as a result of fair wear and tear, CAMHOSE will replace the Goods (the 'Warranty Works').
- (c) CAMHOSE reserves, in its absolute sole discretion to refuse to replace the Goods where the Goods were exposed to excessive wear and tear or to where the goods were exposed to unreasonable or harsh conditions or in any other reasonable circumstance where the Goods or Services provided by CAMHOSE are determined by CAMHOSE not to be at fault.
- (d) In the event that CAMHOSE determines that the Goods or Services provided by CAMHOSE are not at fault, You undertake to bear the costs for CAMHOSE to inspect the Goods or Services.
- (e) In the event that CAMHOSE determines to honour the Warranty, You agree:
- To give CAMHOSE the first option to perform the Warranty Works itself or to engage a third party to perform the Warranty Works;
  - To co-operate with CAMHOSE to make the machine/parts available for CAMHOSE to complete the Warranty Works;
  - That Warranty Work will only take place between 7am to 5pm Monday to Friday, excluding public holidays.
- (f) In the event that during the inspection of the Goods or Services pursuant to this Clause, or for any other reason, CAMHOSE advises You, in writing, that another part needs to be replaced or serviced and You do not replace the part or service the part in accordance with CAMHOSE'S written advice, You expressly release CAMHOSE from any and all liability in relation to that part and the machine as a whole.
- (g) This Warranty extends to Goods or Services provided by CAMHOSE within Victoria only, unless otherwise expressly stated by CAMHOSE to You in writing.
- 13. STATUTORY PROVISIONS**



- (a) Except as expressly provided in these Terms or as required by law, CAMHOSE does not give any other warranty or make any representation whatsoever, including as to the condition, merchantability, correspondence with description or quality of the Goods/Services or as to their suitability or fitness for any use or purpose, and all statutory and implied conditions and warranties are excluded to the full extent permitted by law.
- (b) Where these Terms must, by law, be read and construed subject to any statutory provisions, to the extent permitted by those statutory provisions CAMHOSE's liability for breach of a condition or warranty implied by any statutory provision is limited at CAMHOSE's option to:
- in the case of goods to replacement of the goods or the supply of equivalent goods, or the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - in the case of services to the supply of the services to the supply of the service again or the cost of having the services remedied by CAMHOSE or supplied again by CAMHOSE.
- 14. LIABILITY** CAMHOSE shall not be under any liability to You in respect of any loss or damage (including consequential loss or damage however caused) which may be suffered or incurred or which may arise directly or indirectly in respect of the Goods/Services or the failure or omission on the part of CAMHOSE to comply with its obligations under these conditions, but for the minimum extent as must, by law, be read and construed pursuant to any applicable statutory provisions, to the extent permitted by those statutory provisions.
- 15. TERMINATION** Either party may terminate this Trading Agreement and any Sell Period immediately by giving notice to the other party, if:
- that other party breaches any term of the Trading Agreement and fails to remedy the breach within 14 days of written notification of the breach; or
  - that other party becomes bankrupt or insolvent, executes a personal insolvency agreement, enters into liquidation, administration, receivership or ceases to carry on business.
- 16. FORCE MAJEURE**
- Subject to subclause (b), below, neither party will be responsible for any delays in delivery, installation or collection due to causes beyond their control including but not limited to acts of God, war, terrorism, mobilisation, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.
  - Nothing in subclause (a) will limit or exclude Your responsibility and liability under the Trading Agreement for Goods that is lost, stolen or damaged beyond fair wear and tear during the Sell Period, or has broken down or become unsafe to use as a result of Your conduct or negligence.
- 17. SEVERABILITY** If any part of this Trading Agreement becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts.
- 18. GOVERNING LAW** The Trading Agreement is governed by the laws of the State of Victoria and each party submits to the exclusive jurisdiction of the courts of Victoria.
- 19. ENTIRE AGREEMENT** The Trading Agreement, comprises the entire agreement between the parties. No additional terms and conditions (including any terms contained in any purchase order) apply to the sale of the Goods unless agreed in writing by the parties.
- 20. NO RELIANCE** You acknowledge that neither CAMHOSE nor any person acting on CAMHOSE's behalf have made any representation or other inducement to You to enter into the Trading Agreement and You have not entered into the Trading Agreement in reliance on any representations or inducements (including in relation to the use of the Goods) except for those representations contained in this Trading Agreement.
- 21. VARIATION** CAMHOSE may need to vary this Trading Agreement. If CAMHOSE intend to do so, CAMHOSE will give You 30 days written notice and clearly set out CAMHOSE's proposed amendments. If You have reasonable grounds to believe the change will be detrimental to Your rights, You may terminate this Trading Agreement without penalty within 30 days of receiving CAMHOSE's written notice. Any other variation of these terms and conditions must be agreed in writing by You and CAMHOSE.
- 22. NO WAIVER OF RIGHTS** No delay or omission by a party to exercise any right, power or remedy available to that party as a result of a continuing breach or default under the Trading Agreement will impair any such right, power or remedy, nor will it be construed to be a waiver of that party's rights to take action or make a claim in respect of a continuing breach or default.
- 23. SIGNING THIS TRADING AGREEMENT**
- The person(s) signing any document which forms part of the Trading Agreement for and on behalf of You hereby warrants that he or she has Your authority to enter into the Trading Agreement on Your behalf and grant the security interests in connection with it and is empowered to bind You to the Trading Agreement and each security interest granted in connection with it.
  - the person(s) signing this Trading Agreement indemnifies CAMHOSE against all losses, costs and claims incurred by CAMHOSE arising out of the person so signing this Trading Agreement not in fact having such power and/or authority.

**EXECUTED AS AN AGREEMENT:**

THE APPLICANT RECORDS ITS AGREEMENT TO THE TERMS AND CONDITIONS OF THIS APPLICATION FOR CREDIT BY SIGNING BELOW:

***(If Execution as a company):***

Executed for and on behalf of the Applicant in accordance with section 127(1) of the *Corporations Act 2001*:

Director (signature): \_\_\_\_\_ Name: \_\_\_\_\_

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

Director (signature): \_\_\_\_\_ Name: \_\_\_\_\_

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

***(If Execution as an individual or as members of a partnership):***

Individual (signature): \_\_\_\_\_ Name: \_\_\_\_\_

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

Partner (signature): \_\_\_\_\_ Name: \_\_\_\_\_

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

Partner (signature): \_\_\_\_\_ Name: \_\_\_\_\_

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

***(Execution by Guarantors):***

Guarantor 1 (signature): \_\_\_\_\_ Name: \_\_\_\_\_

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

Guarantor 2 (signature): \_\_\_\_\_ Name: \_\_\_\_\_

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

Guarantor 3 (signature): \_\_\_\_\_ Name: \_\_\_\_\_

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