



APPLICATION FOR 30 DAY CREDIT ACCOUNT

Roy Galvin & Co Pty Ltd (ACN 008 719 408) t/as Galvins Plumbing Supplies (the "Company")

Head Office : 3-5 Sundercombe Street, Osborne Park, WA, 6017

Telephone : 9441 8544 Fax : 9441 8599

Email : roygal@galvins.com.au Website : www.galvins.com.au

Please tick the above boxes for which companies you require a credit account

Please read this form carefully, and complete all relevant details and forward the completed form to Roy Galvin & Co Pty Ltd, PO Box 1192, Osborne Park, WA, 6916.

1. APPLICANT DETAILS ("Customer")(Please use block letters)

ACCOUNT NAME:

ACN:

ABN:

POSTAL ADDRESS:

POSTCODE:

EMAIL ADDRESS:

BUSINESS ADDRESS:

POSTCODE:

TELEPHONE NO.:

FAX NO:

MOBILE NO.:

ACCOUNTS PAYABLE CONTACT:

DIRECT PHONE NO.:

MOBILE NO.:

PERSON/S RESPONSIBLE FOR PURCHASING:

DIRECT PHONE NO.:

MOBILE NO.:

EMAIL:

FINANCIAL CONTROLLER:

DIRECT PHONE NO.:

MOBILE NO.:

EMAIL:

CUSTOMER INSTRUCTIONS:

ORDER NOS. REQD []

JOB NOS REQD []

CUSTOMER OCCUPATION/TRADE: (Please tick which occupation applicable)

COMMERCIAL PLUMBER [], HOUSING [], MAINTENANCE [], DRAINER [], BUILDER [],

GAS INSTALLER [], ROOF PLUMBER [], MECHANICAL SVC [], OTHER NOMINATE

COMPUTER DATA - OFFICE USE ONLY

NAME _____

ADDRESS _____

ACCOUNT _____ B/C _____ ORDER _____ JOB _____

LIMIT _____ BRANCH ALLOCN _____ POST _____ SMS _____

2. THE CUSTOMER IS (Complete only ONE of the following sections)(Please use block letters)**A. [] COMPANY**

REGISTERED BUSINESS NAME:

REGISTERED OFFICE ADDRESS:

ACN:

PAID UP CAPITAL: \$

NOMINAL CAPITAL: \$

TRUSTEE ? [] NO [] YES (If yes, please provide Trustee name and details:)

B. [] PARTNERSHIP

IS PARTNERSHIP NAME REGISTERED: [] YES [] NO

NO. OF YEARS IN PARTNERSHIP:

Full particulars of all partners)

1.	Name	Private Phone	Date of Birth	Drivers Licence No.
2	Name	Private Phone	Date of Birth	Drivers Licence No.
3	Name	Private Phone	Date of Birth	Drivers Licence No.

C. [] SOLE TRADER/INDIVIDUAL (Full particulars of sole trader)

1.	Name	Private Phone	Date of Birth	Drivers Licence No.
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3. BUSINESS PREMISES [] OWNED [] LEASED [] MORTGAGED*DETAILS OF LESSOR/AGENT OR MORTGAGE***4. ASSETS AND FINANCIAL DETAILS***DETAILS OF LESSOR/AGENT OR MORTGAGE***HOUSE/LAND:**

LEASED ASSETS (Details)

PTY LTD AUTHORISED CAPITAL:

PAID UP CAPITAL:

5. BANKER

BANKER:

NAME OF BANK:

BRANCH:

ADDRESS OF BANK:

6. CREDIT LIMIT REQUESTED

ANTICIPATED MONTHLY CREDIT REQUIRED \$ _____

7. CREDIT REFERENCES

- 1. (name) _____ PHONE NO. _____ FAX NO. _____
- 2. (name) _____ PHONE NO. _____ FAX NO. _____
- 3. (name) _____ PHONE NO. _____ FAX NO. _____

SUBCONTRACTING TO :

ESTIMATED MONTHLY PURCHASES:

INTRODUCED BY :

APPROVED BY :

8. HISTORY OF INSOLVENCY

HAVE ANY OF THE PROPRIETORS/PARTNERS/DIRECTORS COMMITTED AN ACT OF BANKRUPTCY OR PREVIOUSLY BEEN DECLARED BANKRUPT OR ARE THERE ANY THREATENED OR PENDING PROCEEDINGS TO DECLARE SUCH PERSON BANKRUPT?

[] NO [] YES (Please provide details)

NAME:

DATE DECLARED:

DATE DISCHARGED:

HAVE ANY OF THE PROPRIETORS/DIRECTORS AND/OR MANAGERS OF THE BUSINESS BEEN INVOLVED WITH EITHER A VOLUNTARY OR INVOLUNTARY LIQUIDATION, RECEIVERSHIP OR ENTERED INTO A SCHEME OF ARRANGEMENT FOR THE BENEFIT OF CREDITORS IN ANY PREVIOUS BUSINESS?

[] NO [] YES (Please provide details)

ARE THERE, TO YOUR KNOWLEDGE, ANY PAST, CURRENT OR THREATENED PROCEEDINGS OR ACTIONS TO HAVE THE COMPANY WOUND UP OR PLACED IN RECEIVERSHIP?

[] NO [] YES (Please provide details)

9. MEANS & ABILITY

The Customer warrants that it has the future ability to pay all of its debts as and when they fall due.

10. ACCEPTANCE

The Company will be deemed to have accepted this Application if it allows the Customer to trade on credit.

11. CONSENT

I/We give consent to the Company to send us electronic messages.

12. OTHER PROVISIONS

The Customer agrees that this Application relates to all transactions with the Company.

13. PRODUCT & WARRANTY

The only warranties given with any Company products are the manufacturer's warranties (if any).

14. GUARANTEE

If this Customer is a Company, the guarantee form attached herewith needs to be completed.

15. PRIVACY ACT

The Company collects, holds and uses, information related to the Customers commercial and consumer creditworthiness from the following credit reporting bodies for all purposes permitted by law:

1. Dun & Bradstreet
w: www.dnb.com.au | e: PACaustral@dnb.com.au | t: 1300 734 806
2. Veda Advantage
w: www.veda.com.au/contact | m: PO Box 964 North Sydney NSW 2059 | t: 02 1300 921 621
3. National Credit Insurance Brokers
w: www.nci.com.au | m: PO Box 3315 Rundle Mall, SA 5000 | t: 1800 885 820

The Company also disclose information to the above credit reporting bodies.

This activity is conducted for the purpose of assessing the Customer's credit capacity, eligibility or history in connection with an application or an obligation as a guarantor, collecting payments from the Customer, and managing the credit relationship.

Creditworthiness information includes information that is both positive (eg. payment information) and negative (eg. defaults or serious credit infringements that the Company may disclose to credit reporting bodies if the Customer fails to pay the Company).

If the Customer chooses not to provide personal information, the Company may not be able to provide the Customer with credit account facilities and/or assess persons to be a guarantor of the credit facility.

In accordance with the National Privacy Principles section of the *Privacy Act 1988* (Cth) (the **Act**) (as amended), the Company has a Privacy Statement which is available on its website and in its Terms & Conditions of Trade. A link to the above credit reporting bodies' privacy policies is also available on the Company's website. The privacy policy has more information on how the Company and the above credit reporting bodies manage personal information. The policy also includes how the Customer can access, correct and make complaints about its personal information.

Consents:

I/we the undersigned, agree to the Company exchanging information in relation to my/our commercial and/or consumer creditworthiness with credit reporting bodies and I/we also agree to the Company obtaining and providing (to the extent permitted by law), information about this Application to credit reporting bodies.

If the Company considers it relevant to assess an application by me/us for commercial credit, I/we agree to the Company obtaining from a credit reporting body or a business which provides information about the commercial and consumer creditworthiness and activities of persons, a report containing information about my/our personal consumer and/or commercial creditworthiness and activities.

I/We agree that the Company may give to and seek from any credit providers or bankers or such other credit providers or trade referees as the Company may choose and any credit providers that may be named in a credit report issued by a credit reporting body information about my/our credit arrangements including any information about my/our commercial and/or consumer creditworthiness and activities, that credit providers are allowed to give or receive from each other under the Act.

If the Company considers it relevant to collect overdue payments in respect of commercial credit provided to me/us, I/we agree to the Company receiving from the above credit reporting body's a credit report containing personal information about me/us in relation to collecting overdue payments.

If the Company considers it relevant to obtain trade credit insurance in respect of commercial credit provided to me/us, I/we agree that the Company may disclose a report or information in relation to my/our commercial and/or consumer creditworthiness to an insurer to assess whether to insure the Company for credit given to me/us or to assess the risk for default by me/us.

I/we confirm that I/we have read the above and understand the implications of the Act.

CUSTOMER SIGNED: CUSTOMER NAME:

DATE: POSITION:

CUSTOMER SIGNED: CUSTOMER NAME:

DATE: POSITION:

GUARANTOR 1

GUARANTOR SIGNED: GUARANTOR NAME:

DATE:

WITNESS SIGNED: WITNESS NAME:

GUARANTOR 2

GUARANTOR SIGNED: GUARANTOR NAME:

DATE:

WITNESS SIGNED: WITNESS NAME:

GUARANTOR 3

GUARANTOR SIGNED: GUARANTOR NAME:

DATE:

WITNESS SIGNED: WITNESS NAME:



TERMS AND CONDITIONS OF TRADE

All dealings between the Company and Customer relating to any product and/or services are subject to the following Terms and Conditions of Trade unless otherwise agreed in writing.

Definitions

1. The following definitions apply to this Application:
 - a. **Account** or **Account** means the trading account entered into between the Company and the Customer and any variation including any increase in credit limit granted by the Company to the Customer from time to time.
 - b. **this Application** or **this Agreement** means this application for commercial credit including any schedules and annexures as varied, amended or supplemented from time to time and the Terms.
 - c. **the Company** means Roy Galvin & Co Pty Ltd (ACN 008 719 408) and any business owned or operated by any one or more of the companies or entities herein described and any holding company, subsidiary or related body corporate (as the expression is defined in the Corporations Act) and the successors, transferees and assigns of any one or more of the companies or entities herein described.
 - d. **Customer** means the customer described above in this Application and its successors in title, transferees and assigns.
 - e. **Due Date** means either (a) the last working day of the month immediately following the month of delivery or supply; or (b) by the time stated for payment in any delivery docket, invoice or statement issued by the Company to the Customer, whichever date is the earlier.
 - f. **Interest** means 10% per annum.
 - g. **Guarantor(s)** means the person(s) who agree to guarantee payment to the Company of all monies and performance of all obligations of the Customer pursuant to the terms contained in the Guarantee and Indemnity.
 - h. **Goods** means and includes all services, products and goods of every kind including (but without limiting the generality of the foregoing) products, equipment, fixtures, merchandise, supplied or delivered to the Customer by the Company, the Company's manufacturers, agent or supplier, or any of them.
 - i. **PPSA** means *Personal Property Securities Act 2009* (Cth).
 - j. **Purchase Price** means the price stated in any delivery docket, invoice or statement rendered by the Company to the Customer in respect of Goods supplied or delivered to the Customer by the Company, the Company's manufacturers, agent or supplier or any of them or if no price is stated therein the Company's normal selling price applicable to the Goods as notified by the Company to the Customer from time to time.
 - k. **Taxable Supply** means the same as the meaning in A New Tax System (Goods and Services Tax Act 1999 (Cth) and associated legislation as amended from time to time.
 - l. **Terms** means the terms and conditions set out in this Application.

Agreement

2. In consideration of the Company opening an Account and supplying Goods and credit facilities to the Customer, the Customer warrants and covenants to the Company that the information in this Application is true and complete in every particular and by its execution of this Application accepts and agrees to the Terms.
3. The Customer agrees to accept the credit limit allocated by the Company and that such credit limit may be increased from time to time either at the request of the Customer or at the discretion of the Company and that these Terms will apply to any such increase in credit.

Payment

4. The Customer shall pay in full the Purchase Price together with any goods and services tax as stated in any invoice or statement rendered by the Company for Goods delivered or supplied on or before the Due Date.
5. The Company may withhold the supply of Goods if the Account is overdue or unpaid whether in whole or in part.
6. If the Customer fails to pay any monies payable to the Company on the Due Date then all monies owing by the Customer to the Company shall immediately become due and payable.
7. If the Customer fails to pay the Company the Purchase Price to the Company or any part of it on or before the Due Date then the Customer shall pay Interest on that amount or on so much of it as shall remain unpaid from and including the Due Date until the same is paid in full.
8. The Customer shall indemnify the Company against and reimburse the Company for all costs, stamp duty, debt collection agency costs and commission, legal expenses on a solicitor client basis and other expenses and costs incurred by the Company in respect of this Application and any recovery or attempted recovery of either the Purchase Price (whether in whole or part) or possession of the Goods.
9. A notice signed by an officer (as defined in the Corporations Law) of the Company stating the amount payable to the Company pursuant to this Application at a particular date shall be conclusive evidence of the amount of the debt owing by the Customer to the Company.

Formation of contract

10. Quotations made by the Company will not be construed as an offer or an obligation to supply in accordance with the quotation. The Company reserves the right to accept or reject, at its discretion, any offer to purchase received by it. Only written acceptance by the Company of the Customer's offer will complete a contract.
11. Placement of an order, either verbally or in writing, will imply acceptance of the Company's offer and of these terms and conditions.

Security/Charge

12. The Customer charges in favour of the Company all of its estate and interest in any real or personal property that the Customer owns at present and in the future with the amount of its indebtedness in this Application until discharged.

13. The Customer appoints as its duly constituted attorney the Company's secretary from time to time to execute in the Customer's name and deed, real property mortgage, bill of sale or consent to any caveat the Company may choose to lodge against real property that the Customer may own in any Land Titles Office in any state or territory in Australia, even though the Customer may not have defaulted in carrying out its obligations in this Application.
14. Where the Customer has previously entered into an agreement with the Company by which the Customer has granted a charge, mortgage or other security interest (including a security interest as defined in the PPSA) over or in respect of real or personal property, those charges, mortgages or other security interests and the terms which directly or indirectly create rights, powers or obligations in respect thereto will continue and co-exist with the obligations and security interests created in this Application and will secure all indebtedness and obligations of the Customer under this Application. The Company may, at its election, vary the terms of such previous charges, mortgage or other securities to reflect the terms in this Application.
15. The Customer hereby undertakes to execute and to procure the execution by the intended guarantor(s) (if any) at its own cost (whenever called upon so to do) a proper legal form of security including but not limited to a legal mortgage to the Company of any real property owned by the Customer or the intended guarantors, a registerable charge over the Customer's assets, a goods and chattel mortgage, banker's guarantee, credit insurance policy or other security acceptable to the Company to secure all monies for the time being due or to become due to the Company in relation to the supply of Goods. The said security shall be in a form and contain such powers and provisions as the Company shall reasonably require.
20. Until the Customer has paid the Company in full the Purchase Price for all Goods delivered or supplied by the Company to the Customer the following shall apply:
- a. ownership of and title to all the Goods shall not pass to the Customer and the Customer shall hold the Goods and each of them on a fiduciary basis and as bailee for the Company;
 - b. the Customer shall store the Goods separately from other items and in the manner which clearly identifies the Goods as the Company's property and the Customer acknowledges that if it should process or mix the Goods with other products or items such that the Goods are no longer separately identifiable then the Customer and the Company will be owners in common of the new product;
 - c. the Customer acknowledges that if it sells any of the Company's Goods, it sells the Goods as a fiduciary agent of the Company provided that such sales shall not give rise to any obligations on the part of the Company and further the Customer in such circumstances shall hold the proceeds of sale in a separate account on trust for the Company and immediately account to the Company for those proceeds;
 - d. the risk of the Goods shall pass to the Customer upon delivery or supply of the Goods to the Customer and the Customer agrees to indemnify the Company against all claims demands suits actions for loss or damage howsoever caused by or arising from handling storage transport display or use of the Goods after the same have been delivered or supplied to the Customer;
 - e. if the Customer does not pay for any of the Goods by the Due Date, the Company is irrevocably authorised by the Customer to enter the Customer's premises (or any other premises under the control of the Customer or as agent for the Customer if the Goods are stored at such premises) and use reasonable force to retake possession of the Goods without liability for trespass or any resulting damage. The Customer agrees to indemnify and save harmless the Company for all claims by causes of action which may arise by the Company retaking possession and the Customer agrees to pay the Company's costs of retaking possession. The Company shall be entitled and not obliged to resell any Goods repossessed pursuant to the provisions of this subclause;
 - f. the Customer shall not pledge or in any way charge by way of security or any indebtedness any of the Goods which are the property of the Company. Without prejudice to any other rights of the Company if the Customer does so all sums whatever owing by the Customer to the Company shall forthwith become due and payable;
 - g. notwithstanding the provisions above the Company shall be entitled to maintain an action against the Customer for the Purchase Price.

Delivery

14. The Customer waives any claim for shortage of any Goods delivered if a claim in respect thereof has not been lodged with the Company within seven days from the date of receipt of the Goods by the Customer.
15. The Company shall not be liable for late delivery or non delivery of Goods and under no circumstances shall the Company be liable for any loss, damage or delay occasioned to the Customer or its customers arising from late or non delivery of Goods.
16. The Company is not responsible for any loss or damage to Goods in transit. The Company shall render to the Customer such assistance as may be necessary to press claims on carriers in relation to the loss or damage to Goods in transit.
17. Any property of the Customer under the Company's custody or control shall be entirely at the Customer's risk as regards loss or damage caused to the Goods or by them.
18. If by reason of any fact, circumstance, matter or thing beyond the reasonable control of the Company, the Company is unable to perform in whole or in part any obligation under this Agreement, then the Company shall be relieved of that obligation under this Agreement to the extent and for the period that it is so unable to perform and shall not be liable to the Customer in respect of such inability.
19. The Customer acknowledges that the Company does not make any representations or warranties regarding the Goods or any matter which is or might be relevant to the Customer buying or selling the Goods other than the representations or warranties expressed in this Agreement.
21. The Customer reserves it right to refuse to deliver any Goods if the Customer has any monies outstanding beyond the due Date on any account with the Company.

Limitation of liability

22. The Customer agrees:
- a. to limit any claim it makes to the cost of replacement of Goods or requiring equivalent Goods.
 - b. that the Company shall not be liable for any loss or expense arising after seven days from delivery or at

all once Goods have been unpacked, affixed and/or otherwise used or applied after which there shall be, deem to be an unqualified acceptance.

- c. that the fullest extent legally permissible the Company shall not be liable for any damages for personal injury, any damage to property and/or any contingent consequential, direct, indirect, special or punitive damages due to negligence or otherwise and the Customer acknowledges this limit of liability and agrees to limit any claim accordingly.
 - d. that the fullest extent legally permissible no other term, condition, agreement, warranty, representation and/or understanding whether express or implied, in any way extending to or otherwise relating to or binding upon the Company other than these Terms is made or given by or on behalf of the Company other than by the Terms save and except to the extent otherwise required by law.
- 23. No dealing between the Company and the Customer shall be or be deemed to be a sale by sample.
 - 24. The Customer shall rely on its own knowledge and expertise in selecting Goods for any purpose and any advice or assistance given by or on behalf of the Company shall be accepted at the Customer's risk and shall not be deemed to have been given as an expert or adviser nor to have been relied upon;
 - 25. Goods are sold subject to each and every manufacturer's trading terms and conditions and are protected by each and every manufacturer's warranty and the Company shall not be liable to the extent that any manufacturer is liable under a manufacturer's warranty unless otherwise required by law.
 - 26. The Company shall not be liable nor responsible for any failure to comply with any requirement of the Customer or any other person (whether relating to manufacturer, design, fabrication, installation and/or any other particular intended use of any product and/or otherwise) which are not precisely and accurately communicated in writing directly to the appropriate personnel at the Company prior to the entry by the Company into any relevant sales contract.

Set off

- 27. All payments required to be made by the Customer under this Application will be made free of any set off, or counterclaim and without deduction or withholding.
- 28. Any amount due to the Company from time to time, may be deducted from any monies which may or may become payable to the Customer by the Company.

Taxes and duty

- 29. All monies payable to the Company and any other consideration for any Taxable Supply shall, unless the Company otherwise directs be deemed at all times to be exclusive of GST.
- 30. The Customer must pay GST on any Taxable Supply made by the Company to the Customer under this Application. The payment of GST is in addition to any other consideration payable by the Customer for a Taxable Supply.
- 31. If the Company becomes liable to pay any duty, tax, excise or levy in respect of the amounts received from the Customer as a result of:
 - a. any legislation becoming applicable to the subject matter of this Application; or

- b. any changes in legislation or its interpretation by a Court of competent jurisdiction or by an authority charged with its administration; then the Customer must pay the Company these additional amounts on demand.

Cancellation of terms of credit

- 32. The Company may at any time or from time to time without reason close the Account or refuse to extend any further credit to the Customer.
- 33. The Company's approval of this Application shall not oblige the Company to extend to the Customer credit at all or in any particular amount.
- 34. Upon cancellation with or without notice all liabilities incurred by the Customer became immediately due and payable to the Company

Insolvency and default

- 35. Upon the appointment of an Administrator, Receiver, Receiver & Manager, Liquidator or Trustee in Bankruptcy to the Customer or a breach of any of these terms by the Customer, the Company may, inter alia, retain all monies paid, cease further deliveries, recovery from the Customer any loss of profits arising and/or at the Company's election take immediate possession of products not paid for without prejudice to any other rights the Company may have and without the Company being liable in any way to any person.

Jurisdiction

- 36. The supply of goods by the Company shall be governed by the laws of Western Australia.
- 37. The Customer acknowledges and agrees that any contract for the supply of Goods between the Company and the Customer is formed at the address of the Company.
- 38. The Company and the Customer agree to submit to the non-exclusive jurisdiction of the Courts located in Perth, Western Australia.

Provision of further information

- 39. The Customer undertakes to comply with any request by the Company to provide further information for the purpose of assessing the Customer's creditworthiness, including an updated credit application.
- 40. If the Customer is a corporation (with the exception of a publically listed company), it must advise the Company in writing of any change of the proprietors, shareholders or directors of the Customer or any information set out in the Schedule, of such change and the Customer shall indemnify the Company for any loss arising from the Customer's failure to so notify.
- 41. In the case of a change of directors or shareholders, the Company may request new guarantors to sign a guarantee and indemnity.

Capacity

- 42. If the Customer is a corporation, the Customer warrants that all of its directors have signed this Application and that all of its directors will enter into a guarantee and indemnity with the Company in relation to the Customer's obligations to the Company.
- 43. If the Customer is the trustee of a trust (whether disclosed to the Company or not), the Customer warrants to the Company that:
 - a. The customer enters into this Application in both its capacity as trustee and in its personal capacity;
 - b. The Customer has the right to be indemnified out of the trust assets before the claims of the beneficiaries;

- c. The Customer has the power under the trust deed to sign this Application; and
 - d. The Customer will not retire as trustee of the trust or appoint any new or additional trustee without advising the Company.
44. If the Customer enters into this Application as partners, the Customer warrants that all of the partners have signed this Application and that all of the partners will enter into a guarantee and indemnity with the Company in relation to the Customer's obligations to the Company.
45. If the Customer is a partnership it must not alter its partnership (eg adding or removing partners) without advising the Company.
46. In the case of a change of partners or shareholders, the Company may request new guarantors to sign a guarantee and indemnity
47. Where two or more persons constitute the Customer his/her/its liability shall be joint and several.

Notice

48. Any notice or demand required to be served given or made under this Application shall be sufficiently served on the Customer or the Company if addressed to the Customer or the Company (as the case may require) and posted by ordinary mail addressed to the addressee at its usual or last known place of business and shall be deemed served two days after having been posted.

Force Majeure

49. The Company shall not be deemed to be in default or breach of any contract as a result of Force Majeure. Force Majeure shall include any cause beyond the reasonable control of the Company including strikes, lockouts, fires, riots, wars, embargos, civil commotions, acts of God or any other activity beyond the Company's control.

Entire Agreement

50. This Application constitutes the entire agreement between the parties as to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this Application are merged in this Application and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this Application.

Severance

51. Any provision of this Application that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this Application but only to the extent necessary to avoid that effect. All other provisions of this Application continue to be valid and enforceable.

Variations

52. The Terms shall apply to all Agreements for the purchase of goods by the Customer from the Company subject always to any additional terms and conditions contained in any other relevant agreement or agreements between the Company and the Customer. If any of the provisions for such agreement are inconsistent with the Terms of this Application then the Terms of this Application shall prevail.
53. The Customers agrees that the Terms may be carried, added to, or amended by an authorized office of the Company at any time by written notice to the Customer.

54. Any proposed variation to the Terms by the Customer must be requested in writing and the Company may refuse any such request without providing reasons either orally or in writing.
55. Any variations requested by the Customer will only be binding on the Company if that are accepted in writing.

Privacy Act

56. The Customer agrees to the terms of the Privacy Statement pursuant to the *Privacy Act 1998 2012* contained in this document.

Privacy Statement

57. This privacy statement is made pursuant to the Privacy Act and provides information about the Personal Information that the Company collects, and the ways in which it uses that Personal Information.
58. The Company may collect Personal Information about the Customer and/or Guarantor(s) for the Company's Primary Purposes.
59. The Customer and/or Guarantor(s) consent to the Company collecting, using and disclosing Personal Information (including Sensitive Information) for both its Primary Purposes and purposes other than its Primary Purposes.
60. The Company may collect, and may already have collected, Information from the Customer and/or Guarantor(s), other Credit Providers, Credit Reporting Bodies and other third parties for the purposes of its functions and activities including credit, sales, marketing and administration. If the Information was not collected by the Company it may restrict or impede upon the Company trading with, extending credit to, continuing to extend credit to or extending further credit to the Customer and/or Guarantor(s) or their related bodies corporate. Further, if the Customer chooses not to provide Personal Information, the Company may not be able to provide the Customer with credit account facilities and/or assess persons to be a guarantor(s) of the credit facility.
61. The Customer and/or Guarantor(s) consent to the Company obtaining and making disclosure of Information about the Customer and/or Guarantor(s) from and to a Credit Reporting Body and/or another Credit Provider for any or all of the following purposes: Commercial Credit Purpose, Consumer Credit Purpose, Credit Guarantee Purpose or another related purpose.
62. The Company notifies the Customer and/or Guarantor(s) that it may use and/or disclose Credit Eligibility Information under section 21G of the Privacy Act.
63. The Company may provide Personal Information and disclose default information about the Customer and/or Guarantor(s) to any or all of the Credit Reporting Bodies referred to below. The Customer and/or Guarantor(s) consent to such disclosure.
- a. Dun & Bradstreet
w: www.dnb.com.au
e: PACaustral@dnb.com.au
t: 1300 734 806
 - b. Veda Advantage
w: www.veda.com.au/contact
m: PO Box 964 North Sydney NSW 2059
t: 02 9278 7333
 - c. National Credit Insurance Brokers
w: www.nci.com.au
m: PO Box 3315 Rundle Mall, SA 5000
t: 1800 885 820

- 64. The Customer and/or Guarantor(s) hereby acknowledge that they consent to the Company disclosing Information to the Company’s employees, subsidiaries, employees, agents and related bodies corporate, past, present or prospective Credit Providers of the Customer and/or Guarantor(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as Guarantor or offer security for that credit, and/or overseas recipients and recipients who do not have an Australian link. The Company does not disclose Information to overseas recipients.
- 65. A full copy of the Company’s privacy policy may be obtained from the Company’s website or by making a request in writing directed to the Company. The Company’s privacy policy has more information on how the Company and the above Credit Reporting Bodies manage Personal Information and how the Customer may access, correct and make complaints about its Personal Information.
- 66. The Customer and/or Guarantor(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to the Company within 14 days of receipt of this statement that its terms are not accepted, continuing to trade with the Company after receipt of this statement or, if the Customer and/or Guarantor(s) are directors or Guarantors of the Customer, by not taking steps to prevent the Customer from continuing to trade with the Company after receipt of this statement.
- 67. The terms of this privacy statement operate concurrently with any pre-existing privacy statement, authorisation or

- notification, whether contained in our credit application, terms and conditions of trade or otherwise. This privacy statement shall prevail to the extent of any inconsistency
- 68. For the purposes of this privacy statement, the following definitions apply:
 - a. **Privacy Act** means the Privacy Act 1988 Act 2012 (as amended).
 - b. **Primary Purposes** means assessment of a credit application, reviewing existing credit terms, assessing Credit Worthiness, collecting overdue payments, assessing credit guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing
 - c. **Information** means Personal Information, Sensitive Information, Credit Eligibility Information, Credit Reporting Information and Credit Information, both severally and collectively.
 - d. **Commercial Credit Purpose, Consumer Credit Purpose, Credit Eligibility Information, Credit Guarantee Purpose, Credit Information, Credit Provider(s), Credit Reporting Code, Credit Reporting Body(ies), Personal Information Credit Reporting Information and Sensitive Information** each have the same meaning as under the Privacy Act.
 - e. **Creditworthiness Information** means information that is both positive (eg. payment information) and negative (eg. defaults or serious credit infringements).

I/we, the Customer hereby apply for the opening of an account and provide the above information in support of that.

I/We are authorised to sign this Application on behalf of the Customer and the information given is true and correct to the best of my/our knowledge have noted the terms and conditions as stated above and agree to abide by these terms.

Authorised Signature:

Print Name:

Position:

Date:

Witness Signature:

Print Name:

Date:

Authorised Signature:

Print Name:

Position:

Date:

Witness Signature:

Print Name:

Date:

Authorised Signature:

Print Name:

Position:

Date:

Witness Signature:

Print Name:

Date:



DEED OF GUARANTEE & INDEMNITY

TO: ROY GALVIN & CO PTY LTD (ACN 008 719 408) T/AS GALVINS PLUMBING SUPPLIES
(the Company)

CUSTOMER: Account Number:

ACN/ ABN:

CURRENT DEBT ACKNOWLEDGED:

A: Existing clients: \$..... as at B: New clients: \$.....

GUARANTOR 1:

Name: Driver's Licence No:

Address: Date of Birth:

GUARANTOR 2:

Name: Driver's Licence No:

Address: Date of Birth:

GUARANTOR 3:

Name: Driver's Licence No:

Address: Date of Birth:

The Guarantor(s) hereby covenant and undertake, and if more than one, jointly and severally, as follows:

Definitions

1. The Following definitions apply to this guarantee and indemnity:
 - a. This **Agreement** or this **Guarantee and Indemnity** means this guarantee and indemnity as may be varied, amended or supplemented from time to time.
 - b. The **Company** means Roy Galvin & Co Pty Ltd (ACN 008 719 408) and any business owned or operated by any one or more of the companies or entities herein described and any holding company, subsidiary or related body corporate (as the expression is defined in the Corporations Act) and the successors, transferees and assigns of any one or more of the companies or entities herein described.
 - c. **Customer** means the party listed above as "the Customer", all related and associated companies, trusts and other entities, all successors and/or assigns, any party or parties who acquire, have any beneficial interest in and/or conduct any part of the business of the Customer.
 - d. **Guaranteed Monies** means all monies at any time actually or contingently owing to the Company by the Customer either alone or jointly or severally with others on any account arising from past or present and/or future dealing with the Customer.

- e. **We and us** means any and all of the Guarantors listed above and if more than one jointly and severally and in any event (to the extent applicable) the joint and several successors and/or assign of each.

Consideration

2. I/We agree to guarantee the performance of all obligations and the payment to the Company of all money which is now or at any time in the future becomes due and payable to the Company by the Customer on any account or accounts whether they now exist or which may in the future be opened or in any manner whatsoever, including but not limited to amounts payable by the Customer to the Company arising out of a relationship of trustee and beneficiary in consideration of the Company extending or agreeing to extend credit, or further credit to the Customer, for Goods sold or to be sold from time to time.

Guarantee and Indemnity

3. I/We indemnify the Company against all loss, damage or expense it may suffer as a result, either directly or indirectly, of any failure by the Customer to make due payment of any money owing to the Company whether for Goods sold or otherwise or to observe the terms of any agreement between the Customer and the Company including costs on an indemnity basis.

4. I/We unconditionally and irrevocably guarantee to the Company the due and punctual payment by the Customer to the Company of the Guaranteed Monies, including without limitation, by way of:
 - a. monies payable for Goods;
 - b. interest;
 - c. costs and charges; and
 - d. indemnity or damages.
5. I/We agree that, if the Customer defaults in payment of the Guaranteed Monies, I/we shall pay those monies on demand, by way of currency, to or as directed by the Company in order to discharge the debt owed by the Customer in full.
6. I/We agree that this Agreement will be a continuing guarantee and indemnity and will not be considered as wholly or partially satisfied or discharged by any money which may at any time or times in the future be received or applied by the Company to the credit of any account of the Customer or us, or deemed to be held on trust by the Customer for the Company, and will be available as a guarantee and indemnity for the whole of the Guaranteed Monies.
7. I/We agree that where two or more persons execute this guarantee and indemnity, the guarantees, covenants, obligations in this guarantee given or undertaken by me/us will be deemed to bind me/us jointly and severally and the Company will be entitled to seek payment in full from any one or more of us without seeking payment from the other Guarantors.
8. I/We agree that this Agreement will continue in force until such time as the Company releases the me/us in writing and notwithstanding the fact that I/we are no longer directors, shareholders or owners of the Customer
9. I/We agree that the Company need not incur any expenses or make any payment before enforcing its right to indemnity.
10. I/We agree:
 - a. to pay to a stakeholder nominated by the Company the amount the Company certifies is payable before being entitled to dispute whether or not that amount is payable;
 - b. that this Agreement shall remain effective notwithstanding any act, matter, event or omission which might otherwise operate to discharge, impair or otherwise affect the liability of the Customer or the liability under this Guarantee and any failure of any Guarantor to sign this Agreement and even if we and/or any of us execute in the Company's favour any later agreement, guarantee and/or security whatsoever;
 - c. that any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid;
 - d. that we sign both in our personal capacity and as Trustee of every trust of which we are trustee; and
 - e. to notify the Company within seven days of any change in the Customer's structure, management and/or position including:
 - i. any sale or disposition of any part of the business of the Customer;
 - ii. any change in director, shareholder, management, partnership and/or trusteeship;
 - iii. any new charge, mortgage and/or security given to any supplier and/or financier;

- iv. any involvement in any franchised business in any capacity.

Acknowledgment of Current Debt

11. I/We acknowledge that the Customer is indebted to the Company in the sum noted above as at the date noted above and we acknowledge and agree that our guarantee under this Agreement is unlimited.

Credit Limit

12. I/We agree that any credit granted by the Company to the Customer is at the Company's discretion and shall not limit our joint and several liability to the Company.

Charge

13. I/We agree to charge in the Company's favour all of my/our estate and interest in any real or personal property that I/we own at present and in the future with the amount of my/our indebtedness hereunder until discharged, such indebtedness to include the entire Guaranteed Monies.
14. I/We agree that this Agreement secures the repayment of the Guaranteed Monies owed by the Customer to the Company.

Attorney

15. I/We irrevocably appoint any solicitor for the Company from time to time as our attorney to give effect to our obligations arising under this Agreement.

Personal Property Securities Act

16. I/We agree that for the avoidance of doubt, the security interest(s) created by this Agreement, in favour of the Company, constitutes a security interest pursuant to the *Personal Property Securities Act 2009* (Cth).
17. I/We agree to waive any right or entitlement to receive notice of the registration of any security interest(s) created by this Agreement on the Personal Property Securities Register.

Service of Notices

18. I/We agree to accept service of notices of any document required to be served, including any notice under this Agreement or the *Personal Property Securities Act 2009* (Cth) of any originating process, by prepaid post at the address nominated in this application or any other address later notified to the Company by me/us or my/our authorised representative.

Jurisdiction

19. I/We agree that this Agreement and any claim or dispute between the Company, the Customer and/or me/any of us shall be governed by the law applicable in the State of Western Australia and we agree to submit to the non-exclusive jurisdiction of the appropriate Court nominated by the Company in the capital city of that State.

Variation

20. I/We authorise the Company to give time or any other indulgence or consideration to the Customer in respect of compliance with its obligations to the Company, even if giving time or any other indulgence or consideration has the effect of increasing my/our liability under this Agreement.
21. I/We agree that this Agreement will not be avoided, released or affected by the Company making any variation

or alteration in the terms of its agreement(s) with the Customer, even if such variations or alterations have the effect of increasing my/our liability under this Agreement.

Severability

22. I/We agree that any part of this Agreement shall be severable without affecting any other part of this Agreement should any part of it be not enforceable.

Costs and Stamp Duty

23. I/We agree that the Company is at liberty from time to time to charge the account of the Customer with all costs, charges and expenses, legal or otherwise that the Company incurs in connection with:

- a. The account of the Customer;
- b. This Agreement;
- c. Any other security in respect of the indebtedness of the Customer to the Company;
- d. any stamp duty applicable to this Agreement;
- e. any charge created pursuant to this Agreement;
- f. the exercise of attempted exercise of any right, power or remedy conferred on the Company under or by virtue of this Agreement

and such amounts will form part of the Guaranteed Monies.

24. I/We agree to pay to the Company any and all costs and disbursements incurred in recovering or attempting to recover the Guaranteed Monies including debt collection costs or commission payable to any commercial or mercantile collection agency and legal costs on an indemnity basis.

Read and Understood

25. I/We have read and understood this document before signing it.

26. I/We understand that I/we may be required to pay someone else's debt and warrant that I/we have read and understand this Agreement and its terms, and if necessary, sought independent professional advice prior to executing this Agreement.

Privacy Act

27. I/We agree to the terms of the Privacy Statement pursuant to the *Privacy Act 1998 2012* contained in this Agreement.

Privacy Statement

28. This privacy statement is made pursuant to the Privacy Act and provides information about the Personal Information that the Company collects, and the ways in which it uses that Personal Information.

29. The Company may collect Personal Information about the Customer and/or Guarantor(s) for the Company's Primary Purposes.

30. The Customer and/or Guarantor(s) consent to the Company collecting, using and disclosing Personal Information (including Sensitive Information) for both its Primary Purposes and purposes other than its Primary Purposes.

31. The Company may collect, and may already have collected, Information from the Customer and/or Guarantor(s), other Credit Providers, Credit Reporting Bodies and other third parties for the purposes of its functions and activities including credit, sales, marketing and administration. If the Information was not collected by the Company it may restrict or impede upon the Company trading with, extending credit to, continuing to extend

credit to or extending further credit to the Customer and/or Guarantor(s) or their related bodies corporate. Further, if the Customer chooses not to provide Personal Information, the Company may not be able to provide the Customer with credit account facilities and/or assess persons to be a guarantor(s) of the credit facility.

32. The Customer and/or Guarantor(s) consent to the Company obtaining and making disclosure of Information about the Customer and/or Guarantor(s) from and to a Credit Reporting Body and/or another Credit Provider for any or all of the following purposes: Commercial Credit Purpose, Consumer Credit Purpose Credit Guarantee Purpose or another related purpose.

33. The Company notifies the Customer and/or Guarantor(s) that it may use and/or disclose Credit Eligibility Information under section 21G of the Privacy Act.

34. The Company may provide Personal Information and disclose default information about the Customer and/or Guarantor(s) to any or all of the Credit Reporting Bodies referred to below. The Customer and/or Guarantor(s) consent to such disclosure.

a. Dun & Bradstreet
w: www.dnb.com.au
e: PACaustral@dnb.com.au
t: 1300 734 806

b. Veda Advantage
w: www.veda.com.au/contact
m: PO Box 964 North Sydney NSW 2059
t: 02 9278 7333

c. National Credit Insurance Brokers
w: www.nci.com.au
m: PO Box 3315 Rundle Mall, SA 5000
t: 1800 885 820

35. The Customer and/or Guarantor(s) hereby acknowledge that they consent to the Company disclosing Information to the Company's employees, subsidiaries, employees, agents and related bodies corporate, past, present or prospective Credit Providers of the Customer and/or Guarantor(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as Guarantor or offer security for that credit, and/or overseas recipients and recipients who do not have an Australian link. The Company does not disclose Information to overseas recipients.

36. A full copy of the Company's privacy policy may be obtained from the Company's website or by making a request in writing directed to the Company. The Company's privacy policy has more information on how the Company and the above Credit Reporting Bodies manage Personal Information and how the Customer may access, correct and make complaints about its Personal Information.

37. The Customer and/or Guarantor(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to the Company within 14 days of receipt of this statement that its terms are not accepted, continuing to trade with the Company after receipt of this statement or, if the Customer and/or Guarantor(s) are directors or Guarantors of the Customer, by not taking steps to prevent the Customer from continuing to trade with the Company after receipt of this statement.

38. The terms of this privacy statement operate concurrently with any pre-existing privacy statement, authorisation or

- notification, whether contained in our credit application, terms and conditions of trade or otherwise. This privacy statement shall prevail to the extent of any inconsistency
39. For the purposes of this privacy statement, the following definitions apply:
- a. **Privacy Act** means the Privacy Act 1988 Act 2012 (as amended).
 - b. **Primary Purposes** means assessment of a credit application, reviewing existing credit terms, assessing Credit Worthiness, collecting overdue payments, assessing credit guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing
 - c. **Information** means Personal Information, Sensitive Information, Credit Eligibility Information, Credit Reporting Information and

- d. **Credit Information**, both severally and collectively.
- Commercial Credit Related Purpose, Consumer Credit Related Purpose, Credit Eligibility Information, Credit Guarantee Purpose, Credit Information, Credit Provider(s), Credit Reporting Code, Credit Reporting Body(ies), Personal Information, Credit Reporting Information and Sensitive Information** each have the same meaning as under the Privacy Act.
- e. **Creditworthiness Information** means information that is both positive (eg. payment information) and negative (eg. defaults or serious credit infringements).

Signed sealed and delivered by the Guarantor(s):

GUARANTOR 1:

GUARANTOR SIGNED: GUARANTOR NAME:

DATE:

WITNESS SIGNED: WITNESS NAME:

GUARANTOR 2:

GUARANTOR SIGNED: GUARANTOR NAME:

DATE:

WITNESS SIGNED: WITNESS NAME:

GUARANTOR 3:

GUARANTOR SIGNED: GUARANTOR NAME:

DATE:

WITNESS SIGNED: WITNESS NAME: