

COMMERCIAL CREDIT ACCOUNT APPLICATION

With

Qenos Pty Ltd (ABN 62 054 196 771)

To submit this application:

1. Complete and sign:
Part A – “Terms and Conditions”, together with;
Part B – “Guarantee and Indemnity”
2. Provide any attachments required:
eg: *Balance Sheet, Profit and Loss statement, details of registered charges currently held over the company etc..*
3. Send the forms and attachments to: QENOS PTY LTD
Credit Department
Private Mailbag 3
Altona VIC 3018

Or fax to (+61) 3 9369 7450

(Part - A) APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT

Applicant Company Details:

Applicant Company Name:	
Registered and/or Trading Name:	
ACN:	ABN:
Type of Business: <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Private Co (Pty Ltd) <input type="checkbox"/> Public Co (Ltd)	
Telephone: ()	Facsimile: ()
Principal Business Address:	
	Postcode:
Postal Address: <i>(if different from above)</i>	
	Postcode:
Delivery Address:	
	Postcode :
<u>Please tell us about your business</u>	
<ul style="list-style-type: none"> • Primary Business activity: • Business established since: • How long has this current ownership been in place: • Name of any related or subsidiary companies or partnerships: • Are the business premises owned or leased: • Has the company granted security over its business assets: • Product(s) to be Purchased: • Estimated Monthly Purchases: ie: Quantity 	
Primary Business contact:	
Position:	Telephone: ()
Email:	
Finance contact:	
	Telephone: ()
Email:	

Please attach financial records in support this application.
 Eg: latest audited Statutory Accounts or latest Management Accounts.

(Part - A) APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT

FULL NAMES AND ADDRESSES OF DIRECTORS, PARTNERS or SOLE TRADER					
1	Name :	Position:	Telephone : ()		
	Address :				
	Date of Birth : / /	Residence (tick) :	<input type="checkbox"/> Own	<input type="checkbox"/> Renting	<input type="checkbox"/> Mortgage To:
2	Name :	Position:	Telephone : ()		
	Address :				
	Date of Birth : / /	Residence (tick) :	<input type="checkbox"/> Own	<input type="checkbox"/> Renting	<input type="checkbox"/> Mortgage To :
3	Name :	Position:	Telephone : ()		
	Address :				
	Date of Birth : / /	Residence (tick) :	<input type="checkbox"/> Own	<input type="checkbox"/> Renting	<input type="checkbox"/> Mortgage To :
4	Name :	Position:	Telephone : ()		
	Address :				
	Date of Birth : / /	Residence (tick) :	<input type="checkbox"/> Own	<input type="checkbox"/> Renting	<input type="checkbox"/> Mortgage To :

Trade References	
Supplier Name:	Phone number:
1.	
2.	
3.	

(Part - A) APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT General Credit Terms

1. **Conditions of Sale** : All Products delivered to the Customer will be subject to the attached Conditions of Sale. Qenos may amend its Conditions of Sale from time to time by notice in writing to the Customer.
2. **Payment** : Unless otherwise agreed in writing, the Customer must pay for all Products supplied by Qenos prior to delivery or within any credit period granted in writing by Qenos.
3. **Interest** : Qenos is entitled to charge the Customer interest on amounts not paid within the specified credit period at a rate equivalent to the Reserve Bank of Australia Cash Rate plus an additional margin of 7%, from invoice date until payment of the debt.
4. **GST**: Each amount payable by the Customer under these Terms in respect of a Taxable Supply by Qenos is a GST exclusive amount and the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply" and "GST" have the meanings set out in the A New Tax System (Goods and Services) Act 1999.
5. **Withdrawal or Variation of Credit** : Qenos may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Customer.
6. **Charge over Customer's Property** : **Except where these Terms apply to a West Australian Customer (in which event this clause does not apply)**, as security for payment to Qenos of all moneys payable by the Customer, the Customer charges in favour of Qenos all of the Customer's interests in freehold and leasehold property both current and later acquired. The Customer irrevocably appoints each Officer as its attorney to do all things necessary to create and register each such charge.
7. **Suspension or Ceasing of Supply** : (a) Qenos may in its complete discretion and without incurring any liability to the Customer, cease or suspend supply of Products to the Customer or amend these Terms. (b) Without limiting clause 7(a), if an Event of Default occurs Qenos may, without prejudice to its other rights, call up monies owed to it by the Customer, retain all monies paid on account, or cease further deliveries and recover from the Customer all loss of profits arising therefrom, and/or take immediate possession of any Products not paid for.
8. **Liability of Qenos** : Qenos will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by Qenos, its employees, contractors or agents whether negligent or not, except that nothing in these Terms limits any liability imposed by any statute unless or to the extent that it is lawful to do so.
9. **Certification** : A statement signed by an Officer certifying the amount of any moneys payable by the Customer or identifying any Products as "unpaid for" is, in the absence of manifest error, conclusive and binding on the Customer.
10. **Notification of Change of Details** : The Customer will notify Qenos of any change in its structure or management, including any change of director, shareholder or any change in partnership or trusteeship within 7 days of the date of change.
11. **Effect of Other Terms** : These Terms are in no way affected by any other express or implied terms contained in any terms of sale (other than the Conditions of Sale) issued in relation to the sale of the Products. No terms of the Customer apply to any agreement between the Customer and Qenos.
12. **Expenses** : The Customer must pay to Qenos any costs, charges and expenses (including all stamp duty and legal fees calculated on a solicitor own client basis) incurred by Qenos in connection with the entry into these Terms, the exercise or attempted exercise of any power, right or remedy under these Terms, and the failure of the Customer to comply with these Terms.
13. **Trusts** : These Terms bind the Customer both personally and as trustee of any trusts of which the Customer is trustee.
14. **Severance** : Each clause and sub-clause of these Terms is separate and independent. If any clause or sub clause is found to be invalid or ineffective, the other clauses or sub-clauses or parts will not be adversely affected.
15. **Application of Laws** : The parties submit to the non-exclusive jurisdiction of Victoria and the law applying in that Victoria is the proper law governing these Terms.
16. **Definitions** : In these Terms unless the context requires otherwise: (a) "**Customer**" means each and every person or corporation to whom Qenos supplies Products; (b) "**Event of Default**" means any of the following events: (i) the Customer fails to pay for the Products; (ii) the Customer is in breach of these Terms; (iii) if the Customer is a company: an order is made or a resolution is effectively passed for winding up of the Customer; the Customer resolves to appoint a receiver or provisional liquidator or an administrator, or a receiver or provisional liquidator or an administrator is appointed; the Customer goes into liquidation or makes an assignment or an arrangement or composition with its creditors; the Customer stops payment or is deemed unable to pay its debts within the meaning of the Corporations Act 2001; if the Customer is a natural person, an order is made for the Customer's bankruptcy, or the Customer dies or becomes mentally or physically incapable of managing his or her affairs or an order is applied for or made to place the assets and affairs of the Customer under administration; the Customer ceases or threatens to cease carrying on business; (c) "**Officer**" means each director, secretary, manager and authorised representative of Qenos; (d) "**Qenos**" means Qenos Pty Ltd and its related bodies corporate as that phrase is defined in the Corporations Act 2001; (e) "**Products**" means all goods supplied by Qenos to the Customer; (f) "**Terms**" means these General Credit Terms.

CONDITIONS OF SALE

Qenos Pty Ltd (ABN 62 054 196 771)

as at 1st December 2011

1. Definitions

In this agreement the following terms have the corresponding meanings:

"Goods" means all products and services agreed to be supplied by Qenos to the Buyer under any Contract.

"Buyer" means the person who acquires Goods from Qenos under a Contract.

"Contract" means any contract, arrangement or understanding for the sale or supply of Goods between Qenos and the Buyer.

"PPSA" means the Personal Property Securities Act 2009 (Cwlth).

"Qenos" means Qenos Pty Ltd and its agents, servants, and employees.

2. Statutory Provisions

These conditions:

2.1 shall be subject to the provisions of the Competition and Consumer Act 2010 (CC Act) any statutory amendment or re-enactment and any other relevant and applicable legislation ("the Statutory Provisions");

2.2 unless Qenos otherwise agrees in writing, are the only conditions of sale to which Qenos will be bound and the Buyer agrees that these conditions will in all circumstances prevail over the Buyer's conditions of purchase (if any); and

2.3 supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of the Goods including, but not limited to, those relating to the performance of the Goods or the results that ought to be expected from using the Goods.

3. Quality & Claims

Subject to the Statutory Provisions:

3.1 Qenos warrants that the Goods supplied are of merchantable quality.

3.2 Upon delivery of the Goods, the Buyer shall promptly examine them. If the Goods are not of merchantable quality, do not conform to any agreed specification, or have defects, the Buyer will notify Qenos in writing within 30 days of delivery. If the Buyer does not so notify Qenos, the Buyer shall be deemed to have accepted the Goods as being of merchantable quality, free from defects, and compliant with the agreed specification.

3.3 Qenos shall have the right to examine the Goods and the Buyer must either return the Goods concerned to Qenos, or where they are not capable of redelivery, the Buyer must make them available for inspection by Qenos and permit Qenos to take samples.

3.4 If Qenos determines that the Buyer's claim under clause 3.2 is valid, then Qenos will pay:

- (a) the cost of the returning the Goods that are capable of being returned;
- (b) the cost of delivery of replacement Goods, if Qenos elects to replace the Goods; or
- (c) the cost of disposing of the Goods, where the Goods are not capable of being returned.

3.5 Qenos's liability for breach of a condition or warranty contained in this Contract or implied into this Contract by the Statutory Provisions (other than a condition implied by Section 69 of the CC Act) is limited to any one of the following as determined by Qenos:

- (a) the replacement of the Goods or supply of equivalent Goods; or
- (b) the refund of the price paid by the Buyer for the Goods.

3.6 Qenos will not be liable for any special, indirect, or consequential loss or damage including but not limited to loss of anticipated profits arising in any manner, directly, or indirectly, out of the Goods or the supply of the Goods.

3.7 The Buyer assumes all risk and liability for loss, damage or injury to persons or to property of the Buyer, or of others arising out of the use or possession of any of the Goods sold to the Buyer, whether such Goods are used singularly, or in combination with other substances, or any process.

3.8 As from the date upon which the Goods or any part have been treated, processed, or changed in any manner whatsoever, subject to the Statutory Provisions, the Buyer shall have no claim of any nature whatsoever arising directly or indirectly or however out of those Goods or the sale to the Buyer. The Buyer has the sole responsibility of determining whether the Goods are suitable for the use of the Buyer or any contemplated use of the Buyer, whether or not such use is known to Qenos.

4. Advices

The Buyer hereby acknowledges that it has not relied on any service involving skill or judgment, or on any advice, recommendation, information or assistance provided by Qenos in relation to the Goods or their use or application.

5. Delivery and Risk

5.1 Qenos will, at its discretion, arrange for the delivery of the Goods to the Buyer and shall designate the route and the means of transportation for the delivery of the Goods. In the event that the Buyer requires a more expensive route and/or means of transportation, the Buyer will reimburse Qenos for any extra costs involved.

5.2 Unless otherwise agreed, all prices for the Goods are for delivery free into store at the premises of the Buyer.

5.3 The risk of loss and damage in respect of the Goods shall pass to the Buyer on delivery by Qenos or its carrier.

5.4 Unless otherwise agreed, each delivery is a separate contract.

5.5 The Buyer warrants to Qenos that the Buyer:

- (a) will comply with all environmental laws and regulations in the storage and handling of the Goods;
- (b) does or on the acquisition of the Goods will possess and comply with all necessary and/or relevant permits or licences pertaining to the storing and handling of the Goods; and
- (c) shall ensure that it is familiar with and adheres to all the necessary and appropriate precautions and safety measures relating to the storing and handling of the Goods.

5.6 If Qenos does not receive forwarding instructions sufficient to enable it to dispatch the Goods within 14 days of notification that they are ready, the Buyer shall be deemed to have taken delivery of the Goods from such date. The Buyer shall be liable for storage charges payable monthly on demand.

5.7 Except as otherwise agreed, the Buyer may not resell any Goods delivered to the Buyer under these conditions, unless those Goods form part of Value Added Goods.

6. Title

6.1 Title in and to the Goods shall not pass to the Buyer until payment in full for all Goods and all monies owing by the Buyer to Qenos on any account whatsoever.

6.2 The Buyer acknowledges that until title in and to the Goods passes to the Buyer, the Buyer holds the Goods as bailee of Qenos and that a fiduciary relationship exists between the Buyer and Qenos.

6.3 Until title in and to the Goods passes to the Buyer in accordance with this clause 6, the Buyer shall store the Goods in such a manner that they are clearly identified as the property of Qenos. Qenos shall be entitled at any time to demand the return of the Goods and shall be entitled without notice to the Buyer and without liability to the Buyer to enter any premises occupied by the Buyer in order to search for and remove the Goods. These rights are in addition to any rights Qenos may have under Chapter 4 of the PPSA.

6.4 Notwithstanding that title in and to the Goods may not have passed to the Buyer, the Buyer may use the Goods in or subject the Goods to any manufacturing, mixing or other value adding process ("Value Adding Process"). In such circumstances:

- (a) title in and to the Goods will remain with Qenos unless the effect of the Value Adding Process is to destroy the essential identity or character of the Goods, notwithstanding any resulting benefit that may accrue to Qenos;
- (b) where the essential identity or character of the Goods is destroyed, the Buyer will hold such part of the product of the Value Adding Process as relates to the price of the Goods which form part of, or a constituent ingredient of, the product on trust for Qenos ("Value Added Goods").

6.5 The Buyer acknowledges that if it sells any Goods or Value Added Goods prior to payment in full for all Goods, it sells them as a fiduciary agent of Qenos, provided that such sales shall not give rise to any obligations on the part of Qenos.

6.6 If clause 6.5 relates to any Goods or Value Added Goods then the Buyer will hold the price of the Goods or such part of the proceeds of sale as relates to the price of the Goods on trust for Qenos. The Buyer will hold such proceeds in a separate account that clearly identifies the proceeds as monies held on trust for and on behalf of Qenos.

6.7 If title in and to the Goods has not passed to the Buyer or if the Value Added Goods are held partially on trust for Qenos, the Buyer's implied right (if any) to sell the Goods or the Value Added Goods shall immediately terminate upon the happening of any of the events stipulated in clause 9.2 and at which point Qenos may enter the location where the products are held and take possession of, and the Buyer will return to Qenos, any products for which it has not been paid for in full or in accordance with this Contract, and Qenos may sell or otherwise dispose of those products in any way and on any terms (including price) that it chooses.

7. Delay in Delivery

7.1 Qenos shall seek to deliver to the Buyer on any date specified overleaf, however, any date of delivery is an estimate only. Qenos will not be liable for any loss or damage arising as a result of or in consequence of any failure by Qenos to deliver by any specified date.

7.2 Failure by Qenos to deliver the Goods by reason of any circumstances of whatever nature including but not limited to fire, flood, explosion, strike, lock-out or other industrial act or dispute, the break down of or accident to plant, unavailability or shortage of raw material, labour, power supplies or transport facilities, a shortage of product, an act of God, or any order or direction of any local, state or federal government or governmental authority or instrumentality shall not constitute a breach of these conditions or involve Qenos in any liability.

7.3 In the event that Qenos is prevented from delivering the Goods for one calendar month or more after any date specified for delivery by reason of the matters set out in clause 7.2, then either Qenos or the Buyer shall have the option of cancelling the Contract as it relates to the Goods for which delivery has been delayed. Any cancellation shall be by written notice to the other party within 14 days of the expiration of the said calendar month.

8. Description

Any description of the Goods [overleaf] is given by way of identification only and the use of such description shall not constitute a contract of sale by description.

9. Price, Payment, Default and Taxes

9.1 Unless otherwise agreed in writing:

- (a) the price charged for the Goods shall be the price ruling as determined by Qenos at the date of delivery. Any price indication or price list is subject to alteration in accordance with the price ruling at the delivery date.
- (b) payment for the Goods shall be made [within 30 days of delivery] or as otherwise identified in any statement of account issued by Qenos;
- (c) the price payable does not include sales tax, goods and services tax, or any other taxes and duties and the Buyer shall indemnify Qenos from and against any direct or indirect liability for such taxes or duties;
- (d) prices are subject to change without notice at any time and in the event that the price of the Goods is increased, Qenos will, before making the delivery, notify the Buyer of the increase in the price of the Goods and the Buyer shall have the right to cancel the delivery of the Goods to which the increase in price applies;
- (e) Qenos reserves the right to require payment in advance or cash on delivery from the Buyer.

9.2 If any of the events set out in sub-clauses (a) to (e) below occur, Qenos may at its option, withhold further deliveries or cancel this Contract without notice to the Buyer, and without prejudice to any other action or remedy which Qenos has or might otherwise have had, and all monies owing and outstanding to Qenos on any account whatever, and irrespective of whether the due date on any statement of account has occurred or passed, shall immediately become due and payable:

- a) The Buyer makes default in any payments or is unable or states that it is unable to pay its debts as and when they fall due;
- b) The Buyer being an individual commits an act of bankruptcy or has a controller or trustee appointed in respect of the Buyer's estate or any part of the Buyer's property or assets;
- c) The Buyer being a company passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against it;
- d) A receiver, receiver and manager, controller or voluntary administrator is appointed over any part of the property or assets of the Buyer;
- e) The Buyer experiences any analogous event having substantially similar effect to any of the events specified above.

9.3 Notwithstanding anything contained in this clause 9, Qenos may at all times in its sole and unfettered discretion, without being under any duty or obligation to assign reasons, review, alter or terminate the Buyer's credit limit or payment terms without notice. The decision of Qenos shall be final and Qenos accepts no liability or responsibility for any loss, however arising, incurred by the Buyer due to the operation of this condition.

9.4 If GST is proposed on any supply made under or in accordance with this Contract, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this Agreement.

9.5 If this Contract requires a party to pay for, reimburse or contribute to any expense loss or outgoing ("reimbursable expense") suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of:

- (a) the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense; and
- (b) if the other party's recovery from the first party is consideration for a taxable supply, and GST payable in respect of that supply.

9.6 Any expression used in clauses 9.4 and 9.5 that are defined in the New Tax Systems (Goods and Services Tax) Act 1999 shall have a corresponding meaning in this Contract.

10. Returnable Packaging

Returnable Packaging in which and on which Goods are delivered, remain the property of Qenos (or may be in possession of Qenos under agreements with third parties) and must not be used for any other commodity than that contained at the time of delivery. The Buyer shall return all Returnable Packaging delivered by Qenos as soon as practicable after the Goods have been removed. The Buyer shall compensate Qenos for the replacement cost of any Returnable Packaging that is not returned or for the repair cost of Returnable Packaging that is returned in poor order or condition.

11. General Lien

11.1 In addition to any right of lien or other security interest under the PPSA to which Qenos may be entitled under the common law, Qenos shall be entitled to exercise a general lien over all items in its possession belonging to the Buyer until the Buyer has paid in full for all Goods supplied by Qenos of the Buyer. Qenos may in its sole discretion sell any item that is subject to the said lien or other security interest under the PPSA, provided that Qenos shall pay to the Buyer any surplus proceeds that are realised by it from a sale of the said items after discharging in full all monies outstanding to Qenos in respect of Goods that have been delivered by it to the Buyer.

11.2 Qenos has a security interest (for the purposes of the PPSA) in the Goods and any proceeds until title passes to the Buyer in accordance with clause 6 above. This security interest secures all moneys owing by the Buyer to Qenos under this Contract.

11.3 This security interest is a "purchase money security interest" under the PPSA to the extent that it secures payment of the amounts owing in relation to the Goods.

11.4 The security interest arising under this clause 11 attaches to the Goods when the Buyer obtains possession of the Goods and the parties confirm that they have not agreed that any security interest arising under this clause 11 attaches at any later time.

12. Severance

If any provision of these conditions or its application to any person or circumstance is or becomes invalid, illegal or unenforceable, the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down the provision or part of it shall be deemed to be void and severable and the remaining provisions of these conditions shall not in any way be affected or impaired.

13. Waiver

The failure by Qenos to insist upon strict performance of any term or condition of the Contract shall not be deemed a waiver thereof or of any rights Qenos may have and no express waiver shall be deemed a waiver of any subsequent breach of any term or condition.

14. Notices

Notices to Qenos to be given or made under this Contract:

- (a) must be in writing;
- (b) must be delivered to Qenos by prepaid post, by hand, or by facsimile to the address or facsimile number appearing overleaf, or the address or facsimile number last notified by Qenos;
- (c) will be taken to be duly given or made:-
 - (i) in the case of delivery in person when delivered;
 - (ii) in the case of delivery by post, two business days after the date of posting, or seven business days after the date of posting, if posting to an address in another country;
 - (iii) in the case of facsimile, on receipt by the sender of a transmission control report from the despatching machine transmission was made without error.

(d) In relation to any security interest in connection with this Contract:

- (i) Qenos need not give any notice under the PPSA (including a notice of a verification statement) in relation to a security interest in connection with this Contract unless the notice is required by the PPSA and cannot be excluded;
- (ii) Qenos need not comply with any of the provisions of the PPSA that would otherwise apply to the extent the law permits them to be excluded; and
- (iii) the Buyer may not exercise rights under sections 142 (redemption of collateral) or 143 (reinstatement of security interest) of the PPSA to the extent the law permits them to be excluded.

15. **Governing Law** This Contract shall be governed by the laws of the State of Victoria notwithstanding the place in which the Goods or any part of them are to be delivered. The Buyer submits to the exclusive jurisdiction of the courts of the State of Victoria.

(Part - A) APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT

CREDIT INFORMATION

I consent to and authorise Qenos:

- (a) to request a credit report containing information about the Customer's consumer or commercial credit arrangements from a credit reporting agency for the purposes of assessing this application or in connection with the attached Guarantee and Indemnity;
- (b) to give a credit reporting agency information to allow the credit reporting agency to create and maintain a credit information file containing information about the Customer;
- (c) to disclose a credit report or any personal information derived from the credit report and any information about the Customer's personal or commercial credit arrangements to any agent of Qenos assisting in processing the application and any other provider of credit to the customer named in this application in a credit report from a credit reporting agency; and
- (d) to notify and exchange information with other credit providers and any collection agent of Qenos.

DECLARATION FOR THE UNIFORM CONSUMER CREDIT CODE

I declare that the credit to be provided to the Customer by Qenos is to be applied wholly or predominantly for business and/or investment purposes.

I understand that the information permitted to be disclosed under the Privacy Act 1988 (Cmwth) includes:

- (a) details to identify me – that is, name, sex, date of birth, current and 2 previous addresses, current or last known employer, and driver's licence number,
- (b) the fact that I have applied for credit, the amount, or that Qenos is a current credit provider to the Customer,
- (c) advice that payments previously notified as unpaid are no longer overdue,
- (d) payments overdue for at least 60 days and for which collection action has started,
- (e) cheques for more than \$100 drawn by the customer which have been dishonoured more than once,
- (f) in specified circumstances, that in the opinion of Qenos I/we have committed a serious credit infringement, and
- (g) the fact that credit provided to the customer by Qenos has been paid or otherwise discharged.

PRIVACY

I understand that I need not give any of the personal information requested in this application. However, without this information it may not be possible to process this application or provide the customer with an appropriate level of service.

By signing this application I authorise Qenos to collect, maintain, use and disclose my/our personal information in the manner set out in Qenos privacy policy as varied from time to time. I acknowledge that I am aware that the policy is available on Qenos' websites or by request.

REPRESENTATION WARRANTY AND ACKNOWLEDGEMENT

- I **hereby represent and warrant** that the information set out in this application is true and correct **and acknowledge** that **Qenos** will rely upon the information provided and is hereby induced to grant credit to the Customer.
- I have been given, read and understood the current General Credit Terms and the Conditions of Sale employed by Qenos prior to completing this application.
- Upon Qenos allowing the Customer to trade on credit, the Customer agree to be bound by the General Credit Terms and by the Conditions of Sale as set out above in this application and warrant that the information given by me in this application is true and accurate.
- I agree to remit payments via Electronic Funds Transfer or other direct deposit method as agreed with Qenos
- I further acknowledge that if I am a corporation, provision of credit pursuant to this application may, at Qenos absolute discretion, be subject to and conditional upon all of my/our directors executing the attached Guarantee and Indemnity, (as set out in Part B of this Commercial Credit Application)

IMPORTANT: You should not sign this declaration unless this Credit Account is wholly for business purposes. In signing this declaration you may lose your protection under the Consumer Credit Code.

Name:	Position :
Signature : _____ Dated : / /20	
(Signed as an authorised officer, for and on behalf of the Customer)	
Witness Name :	
Witness Address :	
Signature : _____ Dated : / /20	

(Part - B) APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT

Guarantee and Indemnity

In consideration of **Qenos** agreeing (at the request of the customer named in the Application for Commercial Credit of which this Guarantee forms part ("**Customer**") to sell goods or give credit to the Customer each person named as guarantor in the Schedule ("**Guarantor**") enters into this Guarantee and Indemnity ("**Guarantee**") in favour of Qenos in the following terms.

1 **Guarantee**

The Guarantor unconditionally and irrevocably guarantees to Qenos the due and punctual payment of the Guaranteed Moneys and agrees:

- (a) on demand from time to time to pay an amount equal to the Guaranteed Moneys then due and payable;
- (b) any statement signed by a Qenos director, secretary, manager or authorised representative certifying the amount of Guaranteed Moneys or the money owing by the Guarantor under his Guarantee is, in the absence of manifest error, binding and conclusive on and against the Guarantor.
- (c) this Guarantee is a continuing guarantee and remains in full force and effect until all the Guaranteed Moneys are paid or satisfied in full and is in addition to, and not prejudiced or affected by any other security or guarantee held by Qenos for the payment of Guaranteed Moneys;
- (d) the liabilities of the Guarantor and the rights of Qenos under this Guarantee are not affected by anything which might otherwise affect them at law or in equity; and
- (e) if any payment by the Guarantor under this Guarantee or the Customer is avoided, set aside, ordered to be refunded or reduced rendered unenforceable by any laws relating to bankruptcy, insolvency or liquidation, that payment will be taken not to have been made and Qenos is entitled to recover from the Guarantor the value of that payment as if that payment had never been made. This clause continues after this Guarantee is discharged.

2 **Indemnity**

If the obligation of the Customer to pay the Guaranteed Moneys to Qenos is unenforceable for any reason, the Guarantor as a separate undertaking unconditionally and irrevocably indemnifies Qenos against any loss Qenos suffers as a result. Qenos need not incur any expense or make any payment before enforcing this right of indemnity.

3 **Waiver**

No failure or delay by Qenos to exercise any power, right or remedy under this Guarantee operates as a waiver, nor does any single or partial exercise of any power, right or remedy preclude any other or further exercise of that power, right or remedy. Qenos's rights and remedies under this Guarantee are in addition to any rights and remedies arising at law.

4 **Claim in Administration**

Until this Guarantee is released by Qenos, the Guarantor will not without Qenos's consent, prove in any Administration of the Customer in competition with Qenos.

5 **Application of Moneys Received**

If Qenos receives or recovers money in respect of debts of the Customer indebtedness to Qenos from the Customer or anyone else, Qenos may use it to pay off whichever part of those debts it chooses and does not have to apply it for the Guarantor's benefit.

6 **Charge**

As security for payment to Qenos of the Guaranteed Moneys and for its obligations generally under this Guarantee, the Guarantor charges in favour of Qenos the whole of the Guarantor's undertaking, property and assets (including, without limitation, all of the Guarantor's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired.

7 **Trusts**

This document binds the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee.

8 **Expenses**

The Guarantor must pay to Qenos all costs, charges, fees and expenses (including, without limitation, all stamp duty and legal fees) incurred by Qenos in connection with any entry into this Guarantee, the exercise or attempted exercise of any power, right or remedy under this Guarantee, and the failure of the Guarantor to comply with any obligations under this Guarantee.

9 **Acknowledgment**

The Guarantor acknowledges that the Guarantor:

- (a) has entered into this Guarantee voluntarily;
- (b) has read and understood the nature and consequences of entering into this Guarantee;
- (c) has not signed this Guarantee on the basis of any representation of any of Qenos, its employees, agents or representatives or under the duress of any person;
- (d) is entitled to seek independent legal advice before signing this Guarantee; and
- (e) submits to the non-exclusive jurisdiction of the courts of the State in which this Guarantee is received by Qenos and that the law applying in that State is the proper law governing this Guarantee.

10 **Severance**

Each clause and sub clause of this Guarantee is separate and independent. If any clause or sub clause is found to be invalid or ineffective, the other clauses or sub-clauses or parts will not be adversely affected.

11 **Definitions**

In this Guarantee unless the context requires otherwise :

Administration includes any administration or liquidation of a corporation, arrangement, receivership, receivership and management or anything similar;

Guaranteed Moneys means all moneys which are, will or may be at any time in the future, owing or payable to Qenos by the Customer for any reason whatsoever. It includes, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages. Where the Customer would have been liable but for its Administration, it will still be taken to be liable.

Qenos means Qenos Pty Ltd and its "related bodies corporate" as that phrase is defined in the Corporations Act 2001.

12 **Interpretation**

In this Guarantee unless the context requires otherwise, all references to a party include the party's successors and permitted assigns and where there is more than one Guarantor, the obligations of each Guarantor are joint and several.

(Part - B) APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT

Guarantee and Indemnity

I/We have been given, read and understood the Guarantee and Indemnity conditions employed by Qenos prior to completing this application. I/We have not relied on anything said to me by the Customer as to what it means or what its effect may be.

SIGNED by each **Guarantor** in the presence of each **Witness** named below.

IMPORTANT NOTICE: This is an important document.
 It may require you to pay someone else's debts. You should ensure that you read and understand the terms of this Guarantee. If necessary, seek independent legal advice.

Customer Name: _____

Guarantor's Name (Print):	Signature :
Guarantor's Address:	
Witness' Name (Print):	Signature :
Witness Address:	

Guarantor's Name (Print):	Signature :
Guarantor's Address:	
Witness' Name (Print):	Signature :
Witness Address:	

Guarantor's Name (Print):	Signature :
Guarantor's Address:	
Witness' Name (Print):	Signature :
Witness Address:	

Dated this _____ Day of _____ 20 _____