

## Credit Application

Business contact information			
Company Name:		ABN:	Commenced:
Trading Name (if applicable)			
Contact name:		Mobile:	Email:
Address:		Office:	Fax:
City:		State:	Postcode:
Director/Principal name & Title:			
Director/Principal name & Title:			
Business structure: Sole Trader / Partnership / Company / Government / other:			
Business and credit information			
Purchasing Contact name:			
Telephone:	Fax:	Email:	
Postal address:			
City:	State:	Postcode:	
Accountants name:		Phone:	
Bank name:			
Bank address:		Phone:	
City:	State:	Postcode:	
Business/trade references			
Company name:		Company name:	
Contact name:		Contact name:	
Address:		Address:	
City:	Postcode:	City:	Postcode:
Phone:		Phone:	
Email:		Email:	
Company name:		Company name:	
Contact name:		Contact name:	
Address:		Address:	
City:	Postcode:	City:	Postcode:
Phone:		Phone:	
Email:		Email:	
Agreement			

1. Applicant has read and agrees to the terms of credit in this document.
2. Applicant agrees that any purchase of goods will be subject to the terms and conditions of Secure Agility's Master Service Agreement or such other agreement provided by Secure Agility.

Signatures for and on behalf of the applicant

Title:

Date:

Title:

Date:

**TERMS OF CREDIT FOLLOW**

## TERMS OF CREDIT

References to both **applicant** and **customer** are to the entity that makes this Credit Application.

### Credit Application

1. By submitting this application, the applicant authorises Secure Agility Pty Ltd to make inquiries into the banking and business/trade references it has supplied.
2. The applicant must provide the financial information Secure Agility requests from time to time. Secure Agility may, in its absolute discretion:
  - (a) grant, withhold or limit credit, on a per order basis, in the aggregate of all orders from the customer, or in the aggregate for orders from the customer and its related bodies corporate;
  - (b) grant credit subject to the provision of a deposit, bank guarantee or other financial assurance; and
  - (c) vary its credit decisions from time to time.
3. The applicant (when a customer) must immediately notify Secure Agility of any changes to any details in its credit application, or as otherwise provided by customer to Secure Agility, and any other material changes to customer's ownership, shareholding, structure and/or business, trading or financial activities.

### Payment

4. All invoices are to be paid within 14 days of issue.
5. Any claims arising from goods delivered must be made within 7 days of receipt of invoice.
6. If default of payment, the customer pays the costs of collection, including legal fees and court costs.

### Retention of title

7. Title to any goods supplied by Secure Agility does not pass to customer until payment is received in full for the current and all previous shipments and any other money owed.
8. Until title to the goods has passed:
  - (a) customer will store and deal with the goods so they are clearly identified as owned by Secure Agility;
  - (b) Secure Agility may repossess the goods at any time, and may immediately without notice or demand enter the customer's premises or the premises where the goods are stored and take possession of the goods.

### Risk

9. Risk in the goods passes to the customer on delivery, and the customer is responsible for safe custody of the goods. Customer must insure the goods and provide Secure Agility with evidence of insurance when requested. To the extent of its indebtedness to Secure Agility, customer holds the proceeds of any insurance claim in trust for Secure Agility.

### Personal Property Securities Act 2009 (C'th) (PPSA)

10. Terms defined in the PPSA have the same meaning in this document.
11. Secure Agility may, at its absolute discretion, apply any payment received from customer firstly to satisfy obligations that are not secured, then obligations that are secured (other than by a purchase money security interest (PMSI)), in the order in which those obligations were incurred, and then obligations that are secured by a PMSI in the order in which those obligations were incurred.
12. By the terms of this credit application and under the agreement for purchase of goods, Customer grants Secure Agility a security interest that Secure Agility may register under the PPSA. Customer will provide all assistance reasonably required to facilitate this.

13. Until ownership of the goods passes to customer, customer, waives its rights under the following provisions of the PPSA, to the maximum extent permitted by law, to:
- a) receive a notice of intention to remove an accession (s.95);
  - b) receive a notice of enforcement action against liquid assets (s.121(4));
  - c) receive a notice of obligation to dispose of or retain collateral (s.125);
  - d) receive a notice of disposal of the product (s130);
  - e) receive a statement of account following disposal of the product (s132(2));
  - f) receive a statement of account every 6 months where there has been no disposal of the product (s152(4));
  - g) receive notice of retention of the product (s135(2));
  - h) object to any proposal by Secure Agility to either retain and dispose of the product (s137(3));
  - i) redeem the product before Secure Agility disposes of it (s142);
  - j) reinstate the security agreement (s143); and
  - k) receive any verification statement in relation to any registration event to which customer is a party (s157(1) and 157(3)).
14. Notices or documents required or permitted to be given to Secure Agility or you for the purposes of the PPSA must be given in accordance with the PPSA.