

## Credit Account Application

**Applicant details:**

Registered business/company name: \_\_\_\_\_

A.C.N: \_\_\_\_\_ A.B.N: \_\_\_\_\_

Trading name: \_\_\_\_\_

 Type of entity: Private company  Public company  Trust  Other  (provide details)

 Sole trader\*  Individual\*  Partnership\*  **\*attach copy of drivers licence(s)**

Registered business address: \_\_\_\_\_ Suburb: \_\_\_\_\_

Post code: \_\_\_\_\_ State: \_\_\_\_\_

**Directors(s) (if a company) or \*Proprietor (s) details: \*attach copy of driver's license(s)**

Name	Date of birth	Address	Guarantor
1. _____	_____	_____	<input type="checkbox"/>
2. _____	_____	_____	<input type="checkbox"/>
3. _____	_____	_____	<input type="checkbox"/>
4. _____	_____	_____	<input type="checkbox"/>

How long have you been in business? \_\_\_\_\_ What line of business are you in? \_\_\_\_\_

**Expected monthly purchases:** \_\_\_\_\_

**Purchasing contact:**

Name: \_\_\_\_\_ Designation: \_\_\_\_\_ email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Delivery address: \_\_\_\_\_ Suburb: \_\_\_\_\_

Post code: \_\_\_\_\_ State: \_\_\_\_\_

Alternate delivery address: \_\_\_\_\_ Suburb: \_\_\_\_\_

Post code: \_\_\_\_\_ State: \_\_\_\_\_

**Accounts payable contact:**

Name: \_\_\_\_\_ Designation: \_\_\_\_\_ email: \_\_\_\_\_

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

Billing address: \_\_\_\_\_ Suburb: \_\_\_\_\_

Post Code: \_\_\_\_\_ State: \_\_\_\_\_

 Do you require your invoices & statements to be sent by: email  Post 

Financial Information:	Current Year	Previous Year		Current Year	Previous Year
Sales	_____	_____	Purchases	_____	_____
Gross profit	_____	_____	Overheads	_____	_____
Inventory	_____	_____	Trade debtors	_____	_____
Cash	_____	_____	Overdraft	_____	_____
Borrowings	_____	_____	Capital employed	_____	_____

## Credit Account Application

**Trade references:**

Customer name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Terms: \_\_\_\_\_ Sales per month: \_\_\_\_\_

Customer name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Terms: \_\_\_\_\_ Sales per month: \_\_\_\_\_

Customer name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Terms: \_\_\_\_\_ Sales per month: \_\_\_\_\_

Supplier name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Terms: \_\_\_\_\_ Credit limit: \_\_\_\_\_

Supplier name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Terms: \_\_\_\_\_ Credit limit: \_\_\_\_\_

Supplier name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Terms: \_\_\_\_\_ Credit limit: \_\_\_\_\_

Supplier name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Terms: \_\_\_\_\_ Credit limit: \_\_\_\_\_

**Credit Account Rules and Conditions**

- The Applicant represents and warrants to Primaplas Pty Ltd (“the Company”) that the information in this Credit Account Application is true and correct.
- I/we consent to the trade references being contacted to gain trading information. I/we acknowledge that the Company has informed us, in accordance with the *Privacy Act 1988*, that certain personal information may be shared with credit providers and others to assess this credit application.
- I acknowledge reading the Terms & Conditions of Trade before signing this form and I/we accept that the Terms & Conditions of Trade of the Company as provided with this application shall apply to all purchases made using this Credit Account.
- I Agree and acknowledge that the Terms and Conditions of Trade may be varied without written notice by changing the current version on the Company’s website ([www.primaplas.com.au](http://www.primaplas.com.au)) and agree that any changes published on the Company’s website shall be incorporated by reference and become the current Terms and Conditions of Trade.
- All purchases using the Company’s Credit Account shall be subject to the Company’s Terms and Conditions of Trade in place at the time of Purchase.
- The Applicant and the Guarantor charges all its interest in any Real Property, Water Rights, Intellectual Property, Goods or Chattels with the payment of all amounts and charges incurred or applied to the Credit Account.
- The Applicant and the Guarantor grants as security for any credit, amount, price and charges charged or applied to the Credit Account, a Security Interest in all of the Applicant’s Present and After-Acquired Property in which the Applicant has rights and a PMSI in all the Goods supplied to the Applicant by the Company.
- The term of the Credit Account shall be as determined by the Company and credit is approved subject to these representations and warranties and at the discretion of the Company and may be varied, changed or withdrawn at any time.

Acceptance by the authorised director / person / proprietor			
Full Name:	Position:	Signature:	Date:
Full Name:	Position:	Signature:	Date:
Full Name:	Guarantor: <input type="checkbox"/>	Signature:	Date:

# Primaplas Limited

## Terms and Conditions of Trade

These Terms and Conditions are applicable to all supply of Goods by PRIMAPLAS. These Terms and conditions shall apply unless expressly varied by agreement in writing by PRIMAPLAS.

---

### 1. Definitions

**'Account Application'** means the application by the Customer for a credit account with PRIMAPLAS whether completed prior to or contemporaneously with the acceptance of the Terms and Conditions of Trade.

**'Agreement'** means any agreement for PRIMAPLAS to supply Goods to the Customer pursuant to the Terms and Conditions of Trade and/or any Quote provided by PRIMAPLAS incorporating the Terms and Conditions of Trade.

**'Charges'** means any charges incurred pursuant to the terms of the Terms and Conditions of Trade including charges for any additional services, delivery, interest and defaults.

**'Credit Account'** means a PRIMAPLAS credit account created pursuant to an Account Application, whereby PRIMAPLAS has agreed to provide credit to a Customer for Goods supplied.

**'Customer'** means the customer engaging PRIMAPLAS to supply Goods.

**'Goods'** means Goods supplied by PRIMAPLAS to the Customer as described on Tax Invoices, Quote or any other forms as provided by PRIMAPLAS to the Customer.

**'Guarantor'** means the person named in the Terms and Conditions of Trade or any Account Application as a Guarantor for the Customer.

**'Order'** means any request, contract request or purchase order, whether in writing, electronic or verbal, from the Customer for the supply of Goods from PRIMAPLAS.

**'Parties'** means PRIMAPLAS and the Customer.

**'PPSA'** means Personal Property Securities Act 2009 (Cth) and its associated rules and regulations as applicable from time to time.

**'Price'** means the cost of the Goods as specified by PRIMAPLAS or the Terms and Conditions of Trade, subject to the reservations in section 4 of the Terms and Conditions of Trade.

**'PRIMAPLAS'** refers to Primaplas Limited (Company # 1273329) t/as Primaplas.

**'Quote'** means any document, including contracts generated by PRIMAPLAS setting out the terms of sale of Goods.

**'Terms and Conditions of Trade'** means PRIMAPLAS' current Terms and Conditions.

---

### 2. General Agreements

The Terms and Conditions of Trade shall apply to any Agreement between PRIMAPLAS and the Customer, after acceptance of the Terms and Conditions of Trade.

The Customer warrant and agree that:

- The Customer shall be deemed to have accepted the Terms and Conditions of Trade, if the Customer submits any order or makes a purchase utilising the Credit Account after receipt of the Terms and Conditions of Trade or if they have signed an acknowledgement of the Terms and Conditions of Trade;
- Upon acceptance of the Terms and Conditions of Trade by the Customer the Terms and Conditions of Trade are irrevocable

by the Customer and can only be amended in accordance with the terms of the Terms and Conditions of Trade;

- All use of the Credit Account or future Orders submitted by the Customer shall be deemed to be subject to the current Terms and Conditions of Trade in place at the time of the placement of the Order unless varied in writing signed by PRIMAPLAS;
- The Customer prior to placing an Order with PRIMAPLAS has undertaken all necessary test and investigations to determine that the Goods are suitable for the purpose for which the Customer intends to use the Goods;
- Any person listed on the Account Application is deemed to be appointed an appropriate nominee contact person, who shall have the authority and power to make decisions or agree to variations on behalf of the Customer;
- The Customer undertakes to give PRIMAPLAS at least fourteen (14) days notice of any change in any Customer details set out in the Account Application;
- The Customer has not relied on any warranty, representation or calculation made by PRIMAPLAS or any of its employees or agents which has not been expressly included in the Terms and Conditions of Trade or a Quote;
- The Customer authorises PRIMAPLAS and its representatives to access any land controlled by the Customer to inspect or remove Goods supplied by PRIMAPLAS in case of a Default.
- A Quote supersedes any prior verbal Order, agreement, price indication or discussions unless the terms are subsequently included in the Quote.
- All information and details set out in the Customer's Account Application form is true and correct.

PRIMAPLAS shall use reasonable care and skill to duly perform and discharge all its obligations in accordance with the Terms and Conditions of Trade.

---

### 3. Formation

A Quote is valid for the time set out in the Quote and if no time is specified for forty-eight (48) hours only and shall expire thereafter, unless a Purchase Order is submitted within that time.

Any Quote or Order shall be deemed to be made pursuant to these Terms and Conditions of Trade and any specific terms set out in such Quote or Order.

Any Price stated in a Quote is subject to Section 4 of the Terms and Conditions of Trade.

Any verbal offer made by PRIMAPLAS or verbal Order placed by the Customer is deemed to be subject to the Terms and Conditions of Trade.

Any Contract or Delivery Agreement between PRIMAPLAS and the Customer shall be effective only when both Parties have executed the documents and the Terms and Conditions of Trade shall apply to such Agreements except where specifically varied in writing.

---

#### 4. Prices and Payment

---

The price of Goods supplied shall be the Price set out in any PRIMAPLAS Quote submitted and if no Quote has been provided the PRIMAPLAS commercial rate as set out in the Tax Invoice.

The Customer warrant and agree to pay the full Price, as set out in any Quote or on a Tax Invoice provided in respect of Goods delivered or supplied to the Customer.

PRIMAPLAS reserves the right to:

- vary the Price in a Quote for the supply of Goods where changes to the exchange rate or market price cause an increase in the price to PRIMAPLAS between the date of provision of a Quote and acceptance by the Customer;
- charge a deposit or require upfront payment on any Order by the Customer.

All payments shall be made within the payment term set out in the Quote or as stated in the Tax Invoice. If no time is stated then payment shall be due in accordance with the Customers credit term in the Credit Account associated with the purchase or if no such term has been stated then thirty (30) days from the end of month of the date of the Tax Invoice.

All payments shall be due at PRIMAPLAS' office or account by 4:00pm on the due date.

Time for payment shall be of the essence.

Payment must be made in the currency stated in the Quote or Tax Invoice and if no currency is specified in Australian Dollars, by cash, cheque, EFT or such other method as approved by PRIMAPLAS in writing.

---

#### 5. Delivery

---

Delivery of the Goods shall be deemed to have taken place when:

- (a) Goods are delivered by PRIMAPLAS at the address nominated in the Customers Account Application or the Order; or
- (b) the Customer takes possession of the Goods from a warehouse nominated by PRIMAPLAS if the Goods are collected; or
- (c) the Customer's nominated carrier takes possession of the Goods from:
  - i) a warehouse nominated by PRIMAPLAS; or
  - ii) a wharf nominated by PRIMAPLAS;in which event the carrier shall be deemed to be the Customer's agent

At PRIMAPLAS' sole discretion:

- delivery may be in parts or installments;
- the cost of delivery may be claimed from the Customer in addition to the Price or be applied to the Customer's Credit Account as a Charge unless otherwise agree in writing.

The Customer shall make all arrangements necessary to ensure that delivery of the Goods is taken whenever they are tendered for delivery by PRIMAPLAS.

In the event that the Goods are unable to be delivered at the time of delivery, then PRIMAPLAS shall be entitled to Charge the Customer for all reasonable cost for the return and redelivery.

Delivery of Goods to a third party or place nominated by the Customer is deemed to be proper delivery to the Customer.

The failure of PRIMAPLAS to deliver at a specific time or at all shall not be a breach of this Agreement or entitle the Parties to treat this contract as repudiated.

Where PRIMAPLAS determines it appropriate it shall have the right to sub-contract any delivery service.

---

#### 6. Title, Risk and Confidentiality

---

All interest in and title to any Goods supplied or delivered by PRIMAPLAS will remain with PRIMAPLAS and will not pass to the Customer until the Price and any Charges have been paid in full.

Risk in and to any Goods supplied will pass to the Customer upon delivery to the Customer.

Each of the Parties to the Terms and Conditions of Trade, their employees, agents or contractors shall not disclose any information received in confidence and shall keep confidential all information, documents and material relating to the Agreement and the Terms and Conditions of Trade, the Price and any Quote unless permission is granted for the release by PRIMAPLAS or where required to do so by law.

---

#### 7. Dispute Process

---

Any claim that Goods delivered have not been rendered or are not in accordance with an Order must be communicated promptly to PRIMAPLAS. The Customer must set out in writing the details of any alleged breach or failure.

The Customer shall inspect the Goods on delivery and shall within seven (7) days notify PRIMAPLAS of any alleged defect or shortage in quantity, damage or failure to comply with the description, Order or Quote. If the Customer believes the Goods are defective in any way the Customer shall afford PRIMAPLAS an opportunity to inspect the Goods within a reasonable time following delivery and must store the goods appropriately until such inspection.

If the Customer fails to notify PRIMAPLAS pursuant to this provision then the Goods shall be deemed to have been delivered free from any defect or damage at the expiration of seven (7) days after delivery.

For defective Goods, which PRIMAPLAS agree in writing that the Customer is entitled to reject, PRIMAPLAS' liability is limited, at PRIMAPLAS' discretion, to either replacing the Goods at the cost of PRIMAPLAS or crediting the Customer the price of the Goods.

---

#### 8. Cancellation and Returns

---

PRIMAPLAS may cancel the Agreement or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. On giving such notice PRIMAPLAS shall repay to the Customer any sums paid in respect of deposit or the Price. PRIMAPLAS shall not be liable for any loss or damage arising from such cancellation.

PRIMAPLAS may at its discretion and subject to payment by the Customer of all loss and expenses incurred by PRIMAPLAS (including, but not limited to, any loss of profits, storage fee, transport and legal cost) agree to the Customer canceling an Order after acceptance and before delivery.

After delivery PRIMAPLAS may at its discretion and subject to payment by the Customer of all expenses incurred agree to accept unopened and unused Goods as returns for a credit against the Customers Credit Account.

---

## 9. Default

In the event that the Customer fails to pay the Price or Charges owing pursuant to the Terms and Conditions of Trade within the payment terms or breaches any of the Customers warranties or obligations set out in the Terms and Conditions of Trade, the Customer shall be in default.

In the event of a default PRIMAPLAS shall be entitled to recover any or all of the following agreed reasonable default charges, as a Charge in addition to the Price and other Charges:

- Interest, which shall compound monthly from the due date, at the rate of the:
  - Reserve Bank Cash Rate +5% on any amount outstanding on an Australian Dollar Credit Account or Order;
  - Six month London Interbank Offer Rate (LIBOR) +5% on any amount outstanding on a US Dollar Credit Account or Order.
- all Administration cost or charge for any accounts or Tax Invoices that remain outstanding after the due date;
- the full indemnity cost of lodging any caveat or registering or recording any PPSA Security Interest granted herein including legal cost associated with such.

PRIMAPLAS shall further be entitled to claim as a Charge the cost of all legal costs incurred by PRIMAPLAS on a 'solicitor own client' basis for any work associated with or resulting from a default or collection of overdue payment.

In the event of a default by the Customer PRIMAPLAS shall be entitled to cease all existing credit accounts, stop any further delivery and refuse any further Orders and exercise its powers of enforcement provided in chapter 4 of the PPSA as modified by these Terms and Conditions of Trade.

---

## 10. Exclusions and Limitation of Liability

The Parties agree that except where expressly agreed in writing to the contrary, all terms, conditions, warranties, undertakings, inducements or representations, whether express, implied, statutory or otherwise, relating in any way to the Goods provided by PRIMAPLAS, are excluded and without limiting the generality of the foregoing, PRIMAPLAS shall not be under any liability to the Customer in respect of any loss or damage (including consequential loss or damage), however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the Goods or the failure or omission on the part of PRIMAPLAS to comply with its obligations under the Terms and Conditions of Trade.

Without limiting the generality of the above, PRIMAPLAS expressly exclude any warranties or representations, whether express or implied relating to:

- Completion time of any delivery of Goods unless contrary agreement in writing has been signed by PRIMAPLAS.
- The Goods suitability for any particular product or manufacturing process.

PRIMAPLAS shall not be liable for any loss or damage whatsoever due to failure by PRIMAPLAS to deliver the Goods (or any of them) promptly, by any specific time.

Where any act, statute code or legislative enactment ("Act") implies any term, condition or warranty and the Act avoids or prohibits provisions in a contract excluding or modifying the

application of, or liability under such term, condition or Act, the liability of PRIMAPLAS for any breach of any term, condition or warranty shall be limited, at the option of PRIMAPLAS to any one or more of the following:

- (a) the provision of a refund; or
- (b) replacement of the Goods; or
- (c) the payment to the Customer of the reasonable cost of having the Goods replaced.

PRIMAPLAS shall not be liable to the Customer for any loss, damage, delay or failure to perform as a result or arising from any act of God, disease, strike, lockouts, war, fire, IT malfunctions or any accident or incident of any nature what so ever beyond the reasonable control of PRIMAPLAS.

Any claims against PRIMAPLAS by the Customer shall be deemed to be waived and absolutely time barred upon the expiry of one (1) year from the issue of a final Tax Invoice.

The provision in this section to the Terms and Conditions of Trade in no way limits or reduces the statutory guarantee pursuant to the Competition and Consumer Act or the Australian Consumer Law.

---

## 11. Security

### Charge:

The Customer and the Guarantor charges all its interest in any Real Property, Water Rights, Intellectual Property, Goods or Chattels with the payment of the Price and/or Charges pursuant to the Agreement.

The Customer agrees that PRIMAPLAS shall be entitled to register a caveat over the Customer's Real Property as security of payment of the Price of the Agreement and/or Charges incurred pursuant to the Terms and Conditions of Trade.

### PPSA:

The terms used in this Section shall have the same meaning as in the PPSA.

The Customer and the Guarantor grants as security for the Price and Charges (including any default charges and interest) incurred pursuant to the Terms and Conditions of Trade, a Security Interest in all of the Customer's Present and After-Acquired Property in which the Customer has rights and a PMSI in all the Goods supplied to the Customer pursuant to the Terms and Conditions of Trade and agree to sign, execute or complete any documents necessary to complete a registration of such interest.

The Customer and Guarantor agree to reimburse PRIMAPLAS for any cost associated with the enforcement and registration of a Security Interest and waive its right to receive a copy of any financing statement, financing change statement or verification statement that is or may be registered, issued or received at any time.

The Customer and Guarantor hereby waives their rights under the following sections of the PPSA; section 123 (right to seize collateral); section 125 (obligation to dispose of or retain collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 130 (notice of disposal) to the extent that it requires the secured party to give notice to the grantor; section 132(3)(d) (contents of statement of account after disposal); section 132(4) (statement of account if no

disposal); section 134(1) (retention of collateral); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (reinstatement of security agreement).

**Guarantee:**

Any Guarantor listed on the Account Application, any Purchase Order, Contract or the Terms and Conditions of Trade, in consideration of PRIMAPLAS agreeing to contract with the Customer, agree, guarantee and undertake to perform all the Customer's obligations and to pay any and all Prices and Charges now or hereafter owed by the Customer to PRIMAPLAS pursuant to the Agreement and the Terms and Conditions of Trade, in the event the Customer defaults. The Guarantor agrees to indemnify PRIMAPLAS against any loss suffered by reason of the Customer's default.

---

**12. Privacy Act**

The Customer and/or the Guarantor(s) agree for PRIMAPLAS to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor(s) in relation to credit provided by PRIMAPLAS.

The Customer and/or the Guarantor(s) agree that PRIMAPLAS may exchange information about the Customer and the Guarantor(s) with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- (a) to assess an Account Application by the Customer; and/or
- (b) to notify other credit providers of a default by the Customer; and/or
- (c) to exchange information with other credit providers as to the status of the credit account, where the Customer is in default with other credit providers; and/or
- (d) to assess the credit worthiness of the Customer and/or Guarantor(s).

The Customer consents to PRIMAPLAS being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

The Customer agrees that personal and credit information obtained or provided may be used and retained by PRIMAPLAS for the following purposes and for other purposes as shall be agreed between the Customer and PRIMAPLAS, or required by law from time to time:

- (a) provision of Goods; and/or
- (b) marketing of Goods by PRIMAPLAS, its agents or distributors in relation to the Goods; and/or
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and/or
- (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods; and/or
- (f) registering or recording any Security or Security Interest.

PRIMAPLAS may give information about the Customer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Customer; and/or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

---

**13. Credit Account**

The Customer warrant and agree to comply with all PRIMAPLAS Credit Account Rules and Conditions.

When placing an Order the Customer must notify PRIMAPLAS of any changes to the Credit Account details. If no changes are made the Customer shall be deemed to have verified that the existing Credit Account details provided to PRIMAPLAS are complete and correct.

---

**14. Terms and Condition review**

PRIMAPLAS may at any time review, vary and amend the Terms and Conditions of Trade, by:

- Serving a Notice with new Terms and Conditions of Trade on the Customer; or
- Publishing new Terms and Conditions of Trade on PRIMAPLAS' website.

The publishing of new or varied Terms and Conditions of Trade on PRIMAPLAS' website shall be deemed notice to all existing Customers, whether the Customer reads them or not, twenty-four (24) hours after publishing on the website.

The new Terms and Conditions of Trade shall become the Current Terms and Conditions of Trade applicable to all subsequent Quotes, Orders or Agreements, from the earliest of:

- The Customer becoming aware of the new Terms and Conditions of Trade;
- The Customer receiving notice of the new Terms and Conditions of Trade; or
- Twenty-four (24) hours after publishing of the new Terms and Conditions of Trade on PRIMAPLAS' website:

[www.primaplas.com.au](http://www.primaplas.com.au).

---

**15. General provisions**

The Agreement shall continue until all Goods pursuant to the Agreement have been delivered or the Agreement is terminated in accordance with the Terms and Conditions of Trade and all Prices and Charges have been paid. Upon final delivery or termination PRIMAPLAS shall be entitled to issue a Final Tax Invoice for all Goods supplied whether complete or partial and the Terms and Conditions of Trade shall apply until all payments of such Tax Invoice has been made.

Any grant of indulgence or failure by PRIMAPLAS to enforce any terms or rights pursuant to the Terms and Conditions of Trade or the Agreement will not constitute a waiver of such terms or rights and will not affect PRIMAPLAS's right to later require strict compliance with the Terms and Conditions of Trade.

Any notice provided under the Terms and Conditions of Trade may be provided by hand delivery, mail, facsimile or email or other electronic means, as specified in the Terms and Conditions of Trade, and shall be deemed to be given:

- where delivered by hand, on the day of delivery;

- where sent by post, two (2) business days after the day of posting; and
- where sent by facsimile or email on the day of dispatch, provided that a clear transmission report is obtained, but if in any case it is received on a day which is not a business day, or after 5.00pm then it will be deemed to have been received on the next such business day.

The Terms and Conditions of Trade constitutes the only terms between the Parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the Parties with respect to the subject matter of the Agreement unless varied pursuant to the terms of these Terms and Conditions of Trade.

No agreement, contract or understanding varying or extending the Terms and Conditions of Trade shall be binding on either party unless it is permitted by the Terms and Conditions of Trade,

contained in a Quote, Contract or formal agreement by PRIMAPLAS and is in writing and signed by both Parties.

The Customer shall not be entitled to set off against or deduct from the Price and/or Charges any sums owed or claimed to be owed to the Customer by PRIMAPLAS.

Any Agreement pursuant to the Terms and Conditions of Trade shall be deemed to have been entered into at PRIMAPLAS' head office in Pymont New South Wales.

If any provision of the Terms and Conditions of Trade or an associated Quote, Contract or agreement is or becomes void or unenforceable, that part that is not, or does not become, void or unenforceable remains in full force and effect and is unaffected by that severance.

The Terms and Conditions of Trade and anything arising out of them are governed by the laws in force in the State of New South Wales, Australia and the Parties submit to the exclusive jurisdiction of the courts in Sydney, New South Wales.

**The Customer and Guarantor acknowledge having read and understood the PRIMAPLAS Terms and Conditions of Trade prior to executing this acknowledgement. By executing this acknowledgement the Customer and Guarantor grants the Security Interest and warrant the accuracy of the acknowledgement, promises and warranties set out herein.**

DATE:

Customer Name: \_\_\_\_\_ Signed: \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Position/Title (e.g. Director/Secretary)

Guarantor's Name: \_\_\_\_\_ Signed: \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_ Signed: \_\_\_\_\_  
 Print Name