



UNIT 3, 10 ABEL STREET
 PENRITH NSW 2750 Australia
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 Email admin@mcmelectronics.com.au
 Website www.mcmelectronics.com.au

I/We hereby apply for a 30 day credit account and submit the following confidential information for this purpose

Individual Private Co Public Co Trust

Full Trading Name: _____

Full Registered Name: _____

Address of Principal Place of Business: _____

Delivery Address: _____

Postal Address: _____

Telephone No: _____ Facsimile No: _____

Nature of Business: _____

Period in Business: _____

Australian Business Number: _____

Bank: _____ BSB No: _____ Account No: _____

Proprietor/s or Director/s Name/s and Address/es:

- | | | | | |
|----|-------|---------|----------|--------------------|
| 1. | _____ | _____ | _____ | _____ |
| | Name | Address | Phone No | Drivers Licence No |
| 2. | _____ | _____ | _____ | _____ |
| | Name | Address | Phone No | Drivers Licence No |
| 3. | _____ | _____ | _____ | _____ |
| | Name | Address | Phone No | Drivers Licence No |

Maximum Credit Limit: ___\$_____ sought per month.

Trade References (minimum of three (3) required):

- | | | |
|----|-------|---------------------|
| 1. | _____ | Telephone No: _____ |
| 2. | _____ | Telephone No: _____ |
| 3. | _____ | Telephone No: _____ |

We understand this application will be held in strict confidence and handled by authorised personnel only. We declare that the information on this declaration is in all respects accurate and truthful and agree to pay for the purchase made in any month, no later than the last working day of the month immediately following the month of purchase.

Signed: _____ Position: _____ Date: _____

GENERAL TERMS AND CONDITIONS OF CREDIT APPLICATION

- 1 I/We apply for a credit account and warrant I/we have provided all required details in support of this application.
- 2 I/We understand and acknowledge that normal trading terms are strictly 30 days from the date of invoice and that payment is due within the 30 day period in which charges are debited to the account.
- 3 I/We undertake to pay all accounts on or before the due date. I/We acknowledge that once payment is overdue the account may be suspended until brought within these trading terms.
- 4 I/We understand that credit may be withdrawn once the authorised credit limit is exceeded.
- 5 I/We understand and agree that a service charge is payable on accounts not paid in conformity with clauses 2 and 3 hereof are the rate of 23% per annum calculated on daily rests.
- 6 I/We agree to pay any reasonable cost and expense including but not limited to legal costs on a solicitor/client basis incurred in obtaining or attempting to obtain payment of overdue amounts.

THE CREDIT PROVIDER RESERVES THE RIGHT AT ALL TIMES:

- 1 To suspend or discontinue the supply of services and supply of goods on credit to the applicant without obligation to give reasons for such action.
- 2 To vary the Terms and Conditions of trade at any time by giving 30 days prior notice in writing to the applicant.
- 3 The terms of trade applicable as at the date hereof which I/we agree shall be the terms of trade applying to any order placed by me/us are as set out in the Terms and Conditions of Sale annexed hereto.

SECURITY

- 1 To secure payment of all monies owed to the Credit Provider by the Applicant, the Applicant hereby gives the Credit Provider:
 - 1.1 A fixed charge over all real property currently owned or later acquired by the applicant and consents to the Credit Provider registering a caveat in this regard;
 - 1.2 A fixed charge over all books of account, financial records, goodwill, documents of title and any currently owned or later acquired intellectual property of the Applicant;
 - 1.3 A floating charge over all its other undertaking, property, assets and equipment.
- 2 If the Applicant is a trustee, the Applicant represents to the Credit Provider that the Applicant has authority under the relevant trust instrument to trade with the Credit Provider and to give the Credit Provider a charge pursuant to clause 1 above in its capacity as trustee.
- 3 The Applicant hereby irrevocably appoints the Credit Manager from time to time of the Credit Provider as its attorney to do all things necessary to create and register each of such charges.

GOODS AND SERVICES TAX ('GST')

- 1 The price of all goods supplied whether under credit or not is exclusive of GST.
- 2 In addition to the price, the Applicant shall pay the GST charged on any taxable supply, subject to receipt of a Tax Invoice complying with the GST legislation.

WARRANTY

- 1 All express or implied terms, conditions and warranties and representations are hereby expressly negated and excluded except to the extent that any implied condition or warranty may not be excluded by law.
- 2 In the event of any breach of an implied warranty or condition which is not expressly excluded from these Terms and Conditions, the Credit Provider's liability shall at the Credit Provider's option be limited to:
 - 2.1 the repair or replacement of the goods or the supply of equivalent goods; or
 - 2.2 the cost of such repair, replacement or supply.

IN CONSIDERATION OF the Credit Provider providing goods or services on extended credit to me/us, I/we jointly and severally charge (as beneficial owner/s) all freehold and reasonable interest in land in which I/we hold now or may acquire during the terms of this agreement.

I/We acknowledge receipt and accept these Terms and Conditions and I/we hereby certify that I/we have authorisation to complete and sign this Application for Credit on behalf of

_____ (Applicant's Name)

I/We certify that my/our position with the applicant is _____ and that the information provided herein is true to the best of my/our information and knowledge.

SIGNATURE OF APPLICANT: _____

PRINT NAME: _____

WITNESS SIGNATURE: _____

PRINT NAME: _____

NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY

Under Section 18E(c) of the Privacy Act (name of credit provider) is allowed to give a credit reporting agency personal information about your credit application. The information which may be given to an agency is covered by Section 18E(1) of the Act and includes:

- Identify particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E(3); (to be advised)
- The fact that you have applied for credit and the amount
- The fact that the credit provider is a current credit provider to you
- Payments which become overdue more than 60 days and for which collection action has commenced
- Advice that payments are no longer overdue
- Cheques drawn by you which have been dishonoured more than once
- In specified circumstances, that in the opinion of the credit provider you have committed a serious credit infringement
- That credit provided to you by the credit provider has been paid or otherwise discharged. (Acknowledge by the individual).

I/We acknowledge that we have read and understand this Notice of Disclosure.

Signatures of all proprietors:

(i) _____ Print name: _____

(ii) _____ Print name: _____

(iii) _____ Print name: _____

(iv) _____ Print name: _____

GUARANTEE

TO: MCM Electronics Pty Ltd (ABN 89 003 036 806) or Nominee
Of Unit 3/10 Abel Street, Penrith, NSW, 2750

In consideration of your having at my/our request agreed to supply to:

_____ (Applicant's Name)

of _____ (Address)

with goods and/or services from time to time, I/We

1. _____ Appointment
Full Christian Names

of _____ Residential address

2. _____ Appointment
Full Christian Names

of _____ Residential address

hereby jointly and severally agree with you as follows:

- 1 To guarantee to you the payment by the principal debtor for all goods and services so supplied by you to it.
- 2 This guarantee shall be a continuing guarantee.
- 3 This guarantee shall extend to and be applicable to the whole debtor, interest and legal costs due to you from the principal debtor in respect of goods and services supplied by you to the principal debtor.
- 4 You shall be at liberty without discharging us or any of us from liability hereunder to grant time or other indulgence to the principal debtor in respect of goods and services supplied by you and to accept payment from the principal debtor in cash or by means of negotiable instruments and to treat the principal debtor in all respects as though we were jointly liable with the principal debtor as debtors to you instead of being merely guarantors for the principal debtor.
- 5 In order to give full effect to the provisions of this guarantee we hereby waive and each of us hereby waives all rights inconsistent with such provisions and which we might otherwise as surety be entitled to claim and enforce.
- 6 It is expressly agreed herein that the guarantor guarantees the payment of any indebtedness of any person or entity requesting goods and/or services from you utilising the ABN provided by the applicant in its application for credit with the import and effect that the guarantor shall guarantee the payment of all and any indebtedness of the applicant and any person or entity requesting and/or being supplied goods on credit pursuant to an order quoting or relying upon the ABN of the applicant irrespective of whether or not the use of such ABN is authorised by the applicant provided that a purchase order for such goods or services is executed by an authorised officer, servant or agent of the applicant or any one of the guarantors herein.

DATED: _____

.....
Signed in the presence of

.....
Signature of Guarantor

.....

.....
Print full name, address and
telephone number of witness

.....
Print full name of Guarantor

.....
Signed in the presence of

.....
Signature of Guarantor

.....

.....
Print full name, address and
telephone number of witness

.....
Print full name of Guarantor

TERMS AND CONDITIONS OF SALE

1 Terms of Payment

Terms are strictly cash payment prior to the delivery or collection of goods unless a credit facility has been granted to the customer by MCM Electronics Pty Ltd (MCM) – ABN 89 003 036 806

2 Placement of orders

The buyer must order goods from MCM in writing and each order must specify:

- 2.1 The date of the placement of the order;
- 2.2 The quantity and description of the goods ordered;
- 2.3 A preferred delivery date for the goods being not less than seven (7) days from the date of the placement of the order ('delivery date').

3 Acceptance of orders

MCM may decline any order received from the buyer by written notice to the buyer within seven (7) days of receipt of the order by MCM.

4 Credit Terms

- (a) Credit will only be granted at the sole discretion of MCM, consequent upon the submission of an approved completed application for credit and any credit granted may be revised by MCM at any time at its discretion.
- (b) All accounts are payable strictly 30 days from the date of invoice.
- (c) All credit sales are made upon the following terms and conditions.

5 Pricing

- (a) MCM reserves the right to vary quoted prices, without notice, in accordance with variations in currency exchange rates, Government taxes and charges, import duties, transportation costs and any other cost, tax or charge of a similar nature.
- (b) Quoted prices include Goods & Services Tax (GST).
- (c) All goods are sold ex-warehouse. Freight can be arranged for and on behalf of the customer, if required, without incurring any pricing disadvantage on the sale or value of the goods. In such a case the goods are then at the customer's risk from the time they leave the warehouse and, in no circumstances, shall MCM accept any liability in relation to transport arranged.

6 Variation of Design

MCM reserves the right at any time to make such alterations to the specifications, design or construction of goods as MCM shall, at its discretion, deem fit, provided that the goods remain of merchantable quality and only if the customer has reasonably made known to MCM the purposes for which it requires the goods, the goods shall remain sufficient for such purposes.

7 Trade Marks

Neither MCM's agreement to sell goods to a customer nor the supply of goods to a customer shall confer any right upon the customer to use any trade mark of which MCM is the registered holder and, at all times; such trade marks remain the property of MCM.

8 **Title**

- (a) Title to all goods supplied by MCM remains with MCM and does not pass to the customer until payment is made by the customer for all goods delivered to the customer by MCM.
- (b) Prior to title of such goods passing to the customer, the customer agrees to hold any goods delivered to it by MCM as a bailee.
- (c) Notwithstanding sub paragraphs (a) and (b), the customer agrees to hold any goods to a third party in the course of business and deliver them to that party provided that:
 - (i) where the customer is paid by that party, the customer holds the whole of the proceeds of sale in trust for MCM and,
 - (ii) where the customer is not paid by that party, the customer agrees to assign, at the option of MCM, its claim against that party to MCM upon receiving notice from MCM that it requires such an assignment.
- (d) Prior to title of such goods passing to the customer or the goods being sold to a third party, the customer agrees to store those goods in a manner that clearly indicates that title to them remains with MCM.
- (e) Prior to title of such goods passing to the customer or the goods being sold to a third party, and notwithstanding that the title to such goods remains with MCM, the customer agrees to hold at its risk and be liable to compensate MCM for damage sustained to the goods whilst they are in its possession.
- (f) Prior to title of such goods passing to the customer or the goods being sold to a third party, the customer agrees that MCM is able to enter the customer's premises and retake possession of the goods.
- (g) The provisions of this clause apply notwithstanding that MCM may have allowed credit to the customer.
- (h) Each of the sub paragraphs of this clause 6 (six) shall be severable with the intent that the remaining sub paragraphs continue to have effect.

9 **Warranty**

In addition to any warranty applicable by virtue of statute, MCM guarantees the goods against defect for a period of twelve (12) months from the date invoiced to the customer. It is the responsibility of the customer to return the defective goods to and from MCM at his own expense. Should the goods prove to be defective MCM will, at its discretion and provided that the defect is not due to the misuse or incorrect installation of the goods or from fair wear and tear, repair or replace defective goods free of charge.

10 **Liability**

The goods as set out in MCM's specifications are only intended to reduce the risk of loss of and damage to property and entry to persons in, on or near the premises in which the goods are installed to the extent that is reasonably practicable by use of such goods. MCM's liability in relation to goods supplied shall extend only to the extent set out in clause seven (7).

11 **Complaints**

Any complaints which the customer may have regarding goods supplied by MCM failing to correspond with the goods ordered shall be made by the customer to MCM in writing within seven (7) days of delivery. If no written complaint is received by MCM within that time, the customer agrees that it shall not raise any complaint and shall be deemed to have accepted the goods delivered.

12 **Return of Goods for Credit**

MCM will only accept goods returned for credit by prior arrangement, with a credit return number, or (subject to clause 9) to the extent that goods supplied by MCM do not correspond with the goods ordered by the customer. Except in the case of goods incorrectly supplied, MCM will refund the purchase price or credit the customers account (as applicable) with the purchase price of the goods subject to an administrative charge of 20% off the purchase price of the goods.

13 **Proper Law**

The proper law of any contract for supply of goods by MCM shall be in the law applicable in New South Wales and the customer agrees to submit to the non-exclusive jurisdiction of the Courts of New South Wales.

14 **Romalpa Rights**

It is agreed that MCM reserves the following rights in relation to the goods supplied until all moneys owing in respect of the goods are paid:

- 14.1 Ownership of the goods until payment.
- 14.2 To enter the premises upon which the goods are located without liability for trespass or any resulting damage to retake possession of the goods.
- 14.3 To keep or resell any goods possession of which has been retaken by MCM pursuant to its right to do so pursuant to 14.2 above but notwithstanding this romalpa clause it is acknowledged that irrespective of the rights granted and any exercise of those rights that MCM shall be entitled to maintain an action against you for the purchase price subject only to an obligation to account for any moneys achieved on resale and PROVIDED ALWAYS that risk of the goods shall pass to you upon delivery.