

ONJ SERVICES

ABN: 72 216 341 153

 7/2 The Gateway, Broadmeadows, Vic, 3047.
 admin@onjelectrical.com.au

 1300 000 ONJ  www.onjservices.com.au

APPLICATION FOR CREDIT ACCOUNT ONJ Group Pty Ltd

| | | | |
|--------------------------|---------------------------|---------|-----------------------------------|
| Applicant/s Company Name | | | |
| Trust Name (If A Trust) | | | |
| Trading Name | | | |
| ABN | | ABN | |
| Nature Of Business | Circle: Sole Trade | Company | Partnership Government Department |
| Registered Address | | | |
| Postal Address | | | |
| Phone | | | |
| Email Address | | | |
| Phone | | Fax | |

Partner, sole trader, director or trustee details:

| | Name of directors (if company), partnerships or sole trader | Residential address | Date of birth |
|---|---|---------------------|---------------|
| 1 | | | / / |
| 2 | | | / / |
| 3 | | | / / |
| 4 | | | / / |

Trade references

| | | | | |
|---|---------|--|-------|--|
| 1 | Company | | Phone | |
| | Address | | Fax | |
| | Email | | | |
| 2 | Company | | Phone | |
| | Address | | Fax | |
| | Email | | | |
| 3 | Company | | Phone | |
| | Address | | Fax | |
| | Email | | | |

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The Applicant applies to ONJ Group Pty Ltd (**“the Supplier”**), including the supplier’s successors and assigns, to be granted credit for the purchase of goods and the supply of services on the credit trading terms below and on the reverse hereof.

PAYMENT TERMS – 14-day cycle for material

- (a) invoiced between 2st-to 14th of month, paid 30th of month, or
- (b) invoiced between 15th and 31st of month, paid 15th of month.

Starting Credit Limit: \$20,000.00

Stop supply limit on overdue account reaching 30 days

I/we declare that the credit to be provided to me/us by the supplier is to be supplied wholly or predominately for business or investment purposes (or both purposes).

IMPORTANT

*You **should not** sign this declaration unless this loan is wholly or predominately for business or investment purposes. By signing this declaration, you may lose your protection under the consumer credit code.*

Signed by the Applicant/s:

Full name of Applicant/s:

Position/title:

Date:/...../.....

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CREDIT ACCOUNT TERMS AND CONDITIONS

ONJ Group Pty Ltd

ACN: 115 206 981

Company means ONJ Group Pty Ltd (ACN 115 206 981).

Conditions means these Credit Account Terms and Conditions.

Consequential Loss means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

Customer means the party making this application for credit.

Goods means any goods supplied by the Supplier being building or construction materials, building or construction products and all related or ancillary goods.

GST has the meaning given to that term in GST Law.

Insolvency Event means, for the Customer, as applicable, being in liquidation or provisional liquidation, bankruptcy or under administration, having a controller (as defined in the Corporations Act 2001) or analogous person appointed to the Customer or any of the Customer's property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay the Customer's debts, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing the Customer's own affairs for any reason, taking any step that could result in the Company becoming an insolvent under administration (as defined in section 9 of the Corporations Act 2001), entering into a compromise or arrangement with, or assignment for the benefit of, any of the Customer's members or creditors, or any analogous event.

Loss means any expense, cost or damage of any kind and includes Consequential Loss and a fine or penalty imposed by a statutory or other authority.

PPSA means the Personal Property Securities Act 2009 (Cth).

Real or Personal Property means all real property interests held by the Customer now or in the future.

Services means any services provided by the Supplier being the supply of building or construction services, the supply of building or construction products and all related or ancillary services.

Supplier means, in connection with the supply of any Goods or Services, the Company making the supply to Customer.

Supplier Ts&Cs means any terms and conditions of quotation and supply, however described, notified by the Supplier to the Customer (whether on an invoice, quote, through the Supplier's website, docket or otherwise), or supply agreement (however described) in the Supplier's standard form entered into in writing between the Supplier and Customer.

Singular words include the plural and vice versa. A mention of anything after include, includes or including, does not limit what else might be included.

1. Customer obligations

- (a) These Conditions apply if the Supplier accepts any order for Goods or Services or both from the Customer, whether for cash or on credit. The Customer has no entitlement to credit unless in the Supplier's sole discretion the Supplier extends credit to the Customer. If in a particular case, the Supplier gives the Customer credit, the Supplier still reserves the right at any time and for any reason in

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- the Supplier's sole discretion to refuse to supply any further Goods or Services to the Customer and to refuse to supply any Goods or Services or both to the Customer on credit terms. If the Supplier does decline to give the Customer further credit, then that decision does not affect the credit terms which apply to any amounts the Customer then owes to the Supplier.
- (b) If the Customer fails to comply with any of the terms of these Conditions or in respect of any obligation to pay money to the Supplier when due, suffers an Insolvency Event or makes any misrepresentation to the Supplier, the balance of the Customer's account to the Supplier will become due and payable immediately.
- (c) The Customer agrees that it must:
- (i) pay, without any deduction or setoff, the price charged by the Supplier for Goods or Services supplied to the Customer on delivery or performance, or, if credit terms are offered, within 14 days during which the goods or services were supplied or provided.
 - (ii) pay any stamp duty assessed on this document or fee to register or maintain any security interest held by the Supplier in respect of Goods or Services supplied to the Customer
 - (iii) advise the Supplier in writing of the occurrence of any Insolvency Event, any change in its name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of its gross assets) as soon as practicable and not later than within two business days of such event, change or step occurring. The Customer acknowledges that, despite any such event, change, or step the Customer remains liable to pay the price for all Goods or Services supplied.
- calculated daily and compounded monthly but in no circumstances will the interest charged exceed 20% per annum.
- (b) The Customer agrees to pay all costs and expenses (including legal costs, commissions paid by the Supplier or its Related Bodies Corporate to any commercial or mercantile agent and dishonour fees) incurred by the Supplier in connection with the recovery of overdue amounts and enforcing the charge in clause 2(c).
- (c) As security for any amounts due to the Supplier from time to time, the Customer charges all of its legal and equitable interest (both present and future) of whatsoever nature held in any and all Real and Personal Property to the Supplier.

2. Overdue accounts and security

- (a) Any amount not paid by the due date will incur interest at a rate of 5% above the Reserve Bank of Australia Cash Rate

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- (d) Without limiting the generality of the charge in clause 2(c), the Customer, agrees, on request by the Supplier, to execute any document and do all things reasonably required by the Supplier, to perfect the charge given in clause 2(c) including, but not limited to, registering a mortgage security over any Real Property. The Customer indemnifies the Supplier on an indemnity basis against all costs and expenses incurred by the Supplier in connection with the preparation and registration of any such steps needed to perfect the security or prepare or register the mortgage documents.
- (e) The Customer consents unconditionally to the Supplier lodging a caveat or caveats noting its interest in any Real Property.

3 Property and Ownership/Retention of title

- (a) The Supplier retains legal and equitable title in any Goods supplied to the Customer until payment in full for or in connection with the supply of the relevant Goods has been received by the Supplier. Until payment in full has been received, the following terms apply.
- (b) Notwithstanding that title in the Goods remains with the Supplier until payment has been received in full, the Customer may sell such goods or use the Goods in a manufacturing or construction process in the ordinary course of the Customer's business. As between the Customer and the purchaser of any item of the Goods, the Customer sells as principal and not as agent of the Supplier. The proceeds of sale of each item of Goods must be held by the Customer in a separate fund on trust for the Supplier and the Customer is under a duty to account to the Supplier for such proceeds. The creation of, or any failure of, any such trust shall not in any way limit the obligation of the Customer to pay an amount to the Supplier for Goods supplied.
- (c) Until Goods are sold or used in a manufacturing or construction process, the Customer must keep the Goods safe and free from deterioration, destruction, loss or harm, clearly designate the Goods as the

property of the Supplier, store them in such a way they are clearly identified as the property of the Supplier and keep full and complete records, firstly, of the physical location of the Goods and, secondly, the ownership of the Goods by the Supplier.

- (d) The Supplier is irrevocably entitled at any time and from time to time before sale of any item of Goods by the Customer to inspect or to recover and retake possession of such Goods and otherwise exercise in relation to the Goods any of its rights whether those rights are as owner and/or unpaid Seller or otherwise and whether those rights are conferred by common law, contract, statute or in any other way. In order to exercise such entitlement, the Supplier and its agents are irrevocably authorised by the Customer to enter any of the Customer's premises or vehicles or those of any third party. The Customer agrees to obtain the consent of any such third party to such entry by the Supplier and to indemnify the Supplier and its agents for any liability arising from any entry upon such third parties' premises or vehicles. The Supplier and its agents agree to take all reasonable care in removing the Goods from such premises or vehicles but, to the extent this liability may be disclaimed by law, are not liable for any damage or injury to such premises caused by the removal of the Goods.
- (e) This reservation of title and ownership is effective whether or not the Goods have been altered from their supplied form, or commingled with other goods.

4. PPSA

- (a) The Customer acknowledges that pursuant to these Conditions they grant to the Company a Security Interest in the Secured Property and, for avoidance of doubt, the proceeds of sale of the Secured Property for the purposes of the PPSA.
- (b) The Customer consents to the Company effecting a registration on the PPSR (in any manner the Company considers appropriate) in relation to the Security Interest arising out of or in connection with

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these Conditions and the Customer agrees to provide all assistance required by the Company to facilitate this.

- (c) The Customer acknowledges and agrees that in relation to the part of the Secured Property that is inventory, the Customer will not allow any Security Interest to arise in respect of that Secured Property unless the Company has perfected its Security Interest in the Secured Property prior to the Customer's possession of the Secured Property.
- (d) If Chapter 4 of the PPSA applies to the enforcement of the Security Interest arising under or in connection with these Conditions, the Customer agrees:
 - (i) to the extent that section 115(1) of the PPSA allows this, the following provisions of the PPSA will not apply to the enforcement of that Security Interest: section 95 to the extent that it requires the Company to give a notice to the Customer, section 96, section 121(4), section 125 (obligation to dispose of or retain collateral), section 130 to the extent that it requires the Secured Party to give notice to the Customer, paragraph 132(3)(d), subsection 132(4), section 142 and section 143 (reinstatement of security agreement; and
 - (ii) to the extent that section 115(7) of the PPSA allows this, the following provisions of the PPSA will not apply to the enforcement of that Security Interest: section 127, section 129(2) and (3), section 132, section 134(2), section 135, section 136(3), (4) and (5) and section 137.
- (e) If the Customer makes payment to the Company at any time whether in connection with these Conditions or otherwise, the Company may, at its absolute discretion, apply that payment in any manner it sees fit.
- (f) The Customer agrees to immediately notify the Company of any changes to its name or address (as specified in these Conditions).
- (g) The Customer agrees to do anything the Company requests the Customer to do (such as obtaining consents, signing and

producing documents, producing receipts and getting documents completed and signed): to provide more effective security over the Secured Property; to register in respect of a Security Interest constituted by these Conditions at any time; to enable the Company to exercise its rights in connection with the Secured Property; and to show the Company whether the Customer has complied with these Conditions.

- (h) The Customer shall pay on demand any losses arising from, and any costs and expenses incurred in connection with, any action taken by the Company under or in relation to the PPSA, including any registration, or any response to an amendment, demand or a request under section 275 of the PPSA.
 - (i) Any notices or documents which are required or permitted to be given to the Company for the purposes of the PPSA must be given in accordance with the PPSA.
 - (j) The Customer waives the right to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

5 Risk

Risk in relation to any Goods passes to the Customer on delivery of the Goods. Delivery of Goods will be at the Supplier's premises on collection of the Goods by the Customer, its employees, agent or contractors. If the Supplier has expressly agreed to ship the Goods, risk in the Goods passes immediately on delivery of the Goods to the Customer's designated place of delivery by the Supplier or its agent.

6 Exclusion of implied terms

The Customer may have the benefit of consumer guarantees under the Australian Consumer Law. Otherwise, to the maximum extent permitted by law, all terms, conditions or warranties that would be implied into Supplier Ts&Cs or in connection with the supply of any Goods or Services by the Supplier under law or statute or custom or international convention are excluded.

7 Limitation of liability

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To the maximum extent permitted by law and subject to clauses 5 and 7, the Supplier's total liability arising out of or in connection with its performance of its obligations pursuant to these Conditions, the Supplier Ts&Cs, or arising out of or in connection with the supply of specific Goods or Services (including pursuant to or for breach of these Conditions, Supplier Ts&Cs or repudiation thereof, under statute, in equity or for tort, including negligent acts or omissions) is limited as follows:

- (a) the Supplier shall have no liability to the Customer for any Consequential Loss;
- (b) the Supplier's total aggregate liability for Loss, however arising, shall not exceed the GST exclusive aggregate price paid by the Customer to the Supplier for the specific Goods or Services that gave rise to the Loss in question. The limitations and exclusions in this sub-clause do not apply to the extent that any Loss is directly attributable to:
 - (i) the personal injury or death caused by the Supplier's default, breach of these Conditions or the Supplier Ts&Cs or negligence; or
 - (ii) fraud by the Supplier.

Each party must take reasonable steps to mitigate any Loss it suffers or incurs.

8 Limitation of liability under Australian Consumer Law Guarantees

To the extent that Goods supplied by the Supplier are not goods of a kind ordinarily acquired for personal, domestic or household use and the Customer is deemed to be a consumer for the purposes of section 64A of the Australian Consumer Law, the Customer agrees that the Supplier's liability for a failure to comply with a consumer guarantee that the Customer may have a benefit under the Australian Consumer Law (other than a guarantee under ss 51 (title), 52 (undisturbed possession) and 53 (undisclosed securities), is limited to, at the option of the Supplier, one or more of the following:

- (a) replacement of the goods or the supply of equivalent goods;
- (b) the repair of the goods;
- (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (d) equivalent goods; or

- (e) the payment of the cost of having the goods repaired.

To the extent that Services supplied by the Supplier are services other than services of a kind ordinarily acquired for personal, domestic or household use or consumption, the Supplier's liability for failure to comply with a consumer guarantee that the Customer may have the benefit

of is limited to, at the option of the Supplier:

- (a) the supply of the Services again; or
- (b) the payment of the cost of having the Services supplied again.

9 GST

If the Supplier has any liability to pay Goods and Services Tax (GST) on the supply of any Goods or Services to the Customer, the Customer must pay to the Supplier an amount equivalent to the GST liability of the Supplier at the same time as the consideration is paid for the Goods or Services (unless the consideration for that supply is expressed specifically to be GST inclusive).

10 Disclosure

- (a) Each party agrees not to disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances required by sections 275(7)(b) to (e) of the PPSA. The Customer agrees that it will only authorise the disclosure of information under section 275(7)(c) or request information under section 275(7)(d), if the Company approves.
- (b) Nothing in clause 9.1 will prevent any disclosure by the Company that it believes is necessary to comply with its other obligations under the PPSA or under any other applicable law.
- (c) To the extent that it is not inconsistent with clauses 9.1 or 9.2 above constituting a "confidentiality agreement" for the purposes of section 275(6)(a) of the PPSA, the Customer agrees that the Company may disclose information of the kind mentioned in section 275(1) of the PPSA to the extent that the Company is not doing so in response to a request by an "interested person" (as defined in section 275(9) of the PPSA) pursuant to section 275(1) of the PPSA.

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11 General

- (a) This agreement constitutes the entire agreement between the Company and the Customer and any prior agreement or understanding between them in respect of the subject matter in this agreement, including any quotation, is suspended by this agreement.
- (b) This agreement may be varied only by agreement in writing between the parties.

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- (c) This agreement shall be governed by and construed in accordance with the laws of the State and the parties submit to the jurisdiction of the Courts of the State.
- (d) If a provision of these Conditions would, but for this clause, be unenforceable:
 - (i) the provision must be read down to the extent necessary to avoid the result; and
 - (ii) if the provision cannot be read down to that extent, it must be severed without effecting the validity and enforceability of the remainder of these Conditions
- (e) A party waives a right relating to these Conditions only by notice in writing to the other party that it waives that right. A single or partial exercise or waiver of a right relating to these Conditions will not prevent any other exercise of that right or any other right