

Elms Family Trust T/As Protector Wash (ABN 52760082626)
Account Application

Company or Account Name:
Company ABN:

Authorised Persons Details

Name:
Position:
Phone:
Postal Address:
.....
Email Address:

Accounts Payable Contact Details

Name:
Position:
Phone:
Postal Address:
.....
Email Address:

Reference Details: Name: Phone Number:

Vehicle Details *(please supply registration and/or identification details)*

- | | |
|---------|---------|
| 1. | 16..... |
| 2. | 17..... |
| 3. | 18..... |
| 4. | 19..... |
| 5. | 20..... |
| 6. | 21..... |
| 7. | 22..... |
| 8. | 23..... |
| 9. | 24..... |
| 10..... | 25..... |
| 11..... | 26..... |
| 12..... | 27..... |
| 13..... | 28..... |
| 14..... | 29..... |
| 15..... | 30..... |

(Attach more if required)

1. I/We hereby apply to have a credit account opened in my/our name/s and agree to the terms and conditions set out here below and declare the following/above facts are true in every respect.

2. I/we give permission for The Elms Family Trust T/as Protector Wash authority to enquire re trade references for the information required for this application to be processed.

3. I/We the Directors/Shareholders/authorised person of the applicant do hereby jointly and severally guarantee payment of the account and that in addition the assets of the trust shall be available to meet payment of the account.

4. Payment terms are net 21 days from date of invoice. If account is not paid after 30 days The Elms Family Trust T/as Protector Wash has the right to stop use of the account until the account is paid up to date.

5. I/We agree that I/we/the company is/am responsible for all use of RFID Cards allocated to us/the company.

6. If you believe your RFID Card is stolen and may be used by persons not authorised to do so you must inform The Elms Family Trust T/as Protector Wash immediately so the RFID Card can be cancelled and replaced.

7. I agree that in the event of unauthorised use of a RFID Card that I/we/the company am/is responsible for payment of expenses incurred until such time as The Elms Family Trust T/as Protector Wash is requested to cancel the RFID Card. (Our security cameras will record up to 40 days to verify unauthorised use)

8. I/we acknowledge that we have read and understood the terms and conditions of trade.

9. I/we are authorised as officers of the above company to authorise this business account and credit application form.

Authorized person:

Signature:

Name:

Date:

Elms Family Trust T/As Protector Wash (ABN 52760082626)

Terms and Conditions of Trade and Credit

TERMS & CONDITIONS

1. 'Agreement' means this Form 1 Commercial Credit Application Agreement including Terms and Conditions of Trade and including the Guarantee and Indemnity contained therein;

'Business Day' means any day in which banks in the capital city of the State which governs the law of this Agreement are open;

'Customer' means the person(s), company or business entity, their successors and assigns who has applied to Elms Family Trust T/as Protector Wash for the supply of goods and/or services and includes any Guarantors of the Customer;

'Goods' means goods for sale, and/or services offered, by Elms Family Trust T/as Protector Wash to Customers;

'GST' means the Goods and Services Tax levied on any supply made under this Agreement under the A New Tax System (Goods and Services Tax) Act 1999 as amended from time to time or any similar tax resulting in an increase in the tax payable on the supply of goods by Elms Family Trust T/as Protector Wash to the Customer;

'Guarantor(s)' means the person(s), company or business entity, their successors and assigns named in the Guarantee and Indemnity;

'Elms Family Trust T/as Protector Wash' means the Elms Family Trust T/as Protector Wash (ABN 52760082626), its successors and assigns.

Acknowledgments and Authority –

Privacy Act 1988 (as amended)

2. The Customer:

- applies to Elms Family Trust T/as Protector Wash for a Credit Facility;
- acknowledges Elms Family Trust T/as Protector Wash may accept or reject such application in its absolute discretion;
- declares that the information provided above is true and correct and has been provided to induce Elms Family Trust T/as Protector Wash to grant the application;
- agrees that this Agreement (as varied, if any, from time to time) forms part of every transaction between Elms Family Trust T/as Protector Wash and the Customer;
- agrees that Elms Family Trust T/as Protector Wash may vary this Agreement by written notice sent by prepaid post to the last known address of the Customer;
- and each of the officers of the Customer and any Guarantor/s gives consent to Elms Family Trust T/as Protector Wash to:

(a) disclosing and obtaining personal information to and/or from another credit provider or credit reporting agency including information relating to the commercial creditworthiness and personal creditworthiness of them;

(b) using any information obtained for the purposes of assessing this credit application, collecting payments due under this Agreement and notifying other credit providers of the commercial creditworthiness of them;

(c) at any time you may gain access, upon request to the information we hold about you;

(d) Elms Family Trust T/as Protector Wash may disclose information about you where it has a duty to the public to disclose that information, and where it is required by law;

(e) if the customer and any guarantors do not provide Elms Family Trust T/as Protector Wash with all of the information required on the Form, then Elms Family Trust T/as Protector Wash may not be able to process this application or assess the customer's and any guarantor's ongoing capacity to repay credit provided;

Acceptance

3. Elms Family Trust T/as Protector Wash may accept this application by notice in writing, or by giving credit.

Provision of Credit

4. The Customer may obtain goods or services on credit up to the amount of the credit limit. Elms Family Trust T/as Protector Wash reserves the right to refuse the supply of goods on credit and may (in its discretion) suspend the provision of credit in the event of breach of any term of this Agreement.

Charges

5. Elms Family Trust T/as Protector Wash may impose charges in respect of surcharge on credit card transactions, fee for replacement of card, fee for payment dishonour, interest rate on overdue payment, account keeping fee, hourly rate for administration expenses.

The current rates in respect of the above are displayed on Elms Family Trust T/as Protector Wash's website and are hereby incorporated, from time to time, into this Agreement.

6. The Customer agrees to pay all Government charges or duties of any kind incurred in or in connection with the provision of credit by Elms Family Trust T/as Protector Wash including without limitation all stamp duties, GST, financial institution duties, and any other charges or duties of a like kind.

7. The Customer will pay to Elms Family Trust T/as Protector Wash all costs, charges and expenses incurred by Elms Family Trust T/as Protector Wash, on an indemnity basis, in relation to any action taken by Elms Family Trust T/as Protector Wash in respect of this Agreement. The Customer agrees that Elms Family Trust T/as Protector Wash, after having demanded payment of a sum overdue, may apply any payment made by the Customer, first against Elms Family Trust T/as Protector Wash's costs and disbursements in recovering the sum due, second against any interest accrued and finally against the balance of the sum due.

Payment

8. The Customer agrees to pay the amount shown on any invoice or statement for goods or services supplied by Elms Family Trust T/as Protector Wash plus any additional fees and charges applicable thereto either by the 21st day of the month immediately following the month of delivery or supply, or by the time stated for payment in any delivery dockets, invoices or statements issued by Elms Family Trust T/as Protector Wash, whichever is the earlier.

A certificate signed by Elms Family Trust T/as Protector Wash's Credit Manager stating the amount owed by the Customer shall be conclusive proof of the amount owed unless the Customer proves

otherwise. If the Customer consists of one or more persons or entities then each person or entity is jointly and severally liable.

Termination

9. Either party may terminate this Agreement at any time by notice to the other in writing. Upon termination, all amounts owing will become due and payable immediately.

Direct Debit Authority

Waiver

10. No waiver or indulgence by Elms Family Trust T/as Protector Wash will be a waiver of Elms Family Trust T/as Protector Wash's rights with respect to any breach or recurring breach.

Time of the Essence

11. Time will be of the essence for the performance of the Customer's obligations hereunder.

Proper Law

12. This Agreement is governed by the laws of the State of Queensland, and the Customer consents to the jurisdiction of the Courts of the State of Queensland in Australia.

Retention of Title

13. Notwithstanding the risk in the goods/services shall have passed to the Customer, title and property in all goods shall remain with Elms Family Trust T/as Protector Wash until full payment is made to Elms Family Trust T/as Protector Wash for all moneys owing by the Customer on all accounts.

If the Customer fails to make payment for the goods in accordance with this Agreement, Elms Family Trust T/as Protector Wash shall have the right to recover from the Customer all goods and for that purpose the servants or agents of Elms Family Trust T/as Protector Wash may enter upon the Customer's premises (or any premises under the control of the Customer or the Customer's agent if the goods are stored at other premises) in order to effect recovery and use any reasonable force to effect recovery without liability for trespass or any resulting damage. Elms Family Trust T/as Protector Wash shall have the right to re-sell or otherwise dispose of the goods so recovered without reference to the Customer.

The Customer acknowledges that until the Customer's total indebtedness to Elms Family Trust T/as Protector Wash is discharged, the Customer shall hold the goods as bailee for Elms Family Trust T/as Protector Wash.

In the event that the Customer sells the goods to a third party before payment in full for the goods has been made to Elms Family Trust T/as Protector Wash then the Customer hereby:

(a) assigns to Elms Family Trust T/as Protector Wash the benefit of any claim against such third party; and

(b) holds any proceeds from sales on trust for Elms Family Trust T/as Protector Wash; and

(c) will account fully to Elms Family Trust T/as Protector Wash for the proceeds of the sale of the goods sold or any part thereof until the Customer's total indebtedness to Elms Family Trust T/as Protector Wash is discharged.

Liability of Elms Family Trust T/as Protector Wash

14. If either Elms Family Trust T/as Protector Wash or the Customer is unable to perform part or all of any obligation (except to pay any moneys) under this Agreement due to an event beyond that party's (defaulting party) control and which the defaulting party could not have reasonably foreseen, then the defaulting party is relieved of that obligation to the extent and for the period that it is unable to perform and is not liable to the other party to this Agreement in respect of such liability.

15. If the Customer does not notify Elms Family Trust T/as Protector Wash in writing within 14 days of delivery of any claim in respect of the goods Elms Family Trust T/as Protector Wash will be deemed to have complied with its obligations in full in respect of the Customer's order.

16. Elms Family Trust T/as Protector Wash shall not be under any liability whether in contract, tort or otherwise from any cause, whether occasioned by negligence or otherwise, for any injury, damage or loss, including special, indirect or consequential damage or loss or whether to persons or property, arising out of this Agreement including any defects in the goods/services.

17. All express and implied terms, conditions and warranties on the part of Elms Family Trust T/as Protector Wash which might otherwise apply to or arise out of the sale of the goods/services by Elms Family Trust T/as Protector Wash to the Customer are excluded, except to the extent that any law (including Part V of the Trade Practices Act 1974) does not permit them to be excluded.

Licences and Permits

18. The Customer warrants that it holds all necessary licences and permits (if any) required to purchase goods from Elms Family Trust T/as Protector Wash and it will supply any particulars relating to such licences and permits immediately upon request by Elms Family Trust T/as Protector Wash.

Warranty and Indemnity

19. The Customer warrants it has all necessary power and authority to enter into this Agreement, that it will not breach any agreement with a third party by ordering any goods/services from Elms Family Trust T/as Protector Wash and that any person ordering goods on behalf of the Customer from time to time is authorised to do so by the Customer. The Customer agrees to indemnify Elms Family Trust T/as Protector Wash for all costs, losses, damages and expenses which Elms Family Trust T/as Protector Wash may suffer or incur for any reason in consequence of or relating to the supply of goods to the Customer, including by reason of any person purporting to place orders with Elms Family Trust T/as Protector Wash on behalf of the Customer without authority to do so.

Set Off

20. Elms Family Trust T/as Protector Wash may at any time set off any amount the Customer owes to Elms Family Trust T/as Protector Wash against any amount Elms Family Trust T/as Protector Wash may then owe to the Customer. The Customer may not set off or deduct any amount from moneys owed to Elms Family Trust T/as Protector Wash.

Change in Ownership or Registration Particulars

21. The Customer shall no later than 7 days after any change of ownership, registered particulars, alteration, addition to the shareholding, directorship, Business or Corporate Structure, notify Elms Family Trust T/as Protector Wash, in writing, of any such change, alteration or addition to the Customer's internal, Business or Corporate structure, and shall provide full details of the change, alteration or addition to Elms Family Trust T/as Protector Wash and the Customer shall continue to

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be liable for any goods supplied by Elms Family Trust T/as Protector Wash after such change, alteration or addition unless Elms Family Trust T/as Protector Wash shall approved such changes in writing. The Customer may not assign this Agreement without the written consent of Elms Family Trust T/as Protector Wash.

Disposal of Business

22. The Customer shall promptly notify Elms Family Trust T/as Protector Wash in writing of
- its intention to sell its business (including stock-in-trade) at least 14 days prior to the date of completion of the sale;
 - any proposal for the appointment of a receiver or liquidator or official manager of the business; and
 - any circumstances likely to lead to the appointment of a receiver, administrator, liquidator or official manager of the business.

In such circumstances the Customer shall at the request of Elms Family Trust T/as Protector Wash separate all of the goods supplied by Elms Family Trust T/as Protector Wash but not paid for or part paid for, from all other stock of the Customer and shall advise the purchaser, receiver, administrator, liquidator or official manager, as the case may be, that the stock so separated is not the Customer's property but the property of Elms Family Trust T/as Protector Wash and shall do all things to give Elms Family Trust T/as Protector Wash access and deliver to Elms Family Trust T/as Protector Wash or cause to be delivered to Elms Family Trust T/as Protector Wash all such goods.

Default

23. If the Customer breaches any term of this Agreement and fails to remedy that breach, including failure to pay to Elms Family Trust T/as Protector Wash any moneys due to Elms Family Trust T/as Protector Wash by the due date for payment, or a receiver, manager, liquidator, provisional liquidator, administrator or official manager is appointed over all or any part of the assets or undertaking of the Customer, or if the Customer enters into or proposes to enter into a scheme of arrangement, or a petition is presented to wind up the Customer or the Customer is insolvent, (default) Elms Family Trust T/as Protector Wash may

- demand immediate payment of all moneys due by the Customer to Elms Family Trust T/as Protector Wash; and/or
- repossess any goods in which Elms Family Trust T/as Protector Wash has title; and/or
- sell any goods which Elms Family Trust T/as Protector Wash has repossessed by public auction or private treaty for cash or on terms and in such manner as Elms Family Trust T/as Protector Wash thinks fit, and apply the net proceeds towards payment of moneys owing by the Customer to Elms Family Trust T/as Protector Wash; and/or
- terminate this Agreement.

Securities

24. In order to better secure to Elms Family Trust T/as Protector Wash all monies payable or to become payable pursuant to this Agreement the Customer:-

- (a) hereby as beneficial owner charges in favour of Elms Family Trust T/as Protector Wash by way of a fixed charge any right, title, estate or interest which the Customer (and if more than one jointly and severally) has or may hereafter acquire in any freehold or lease hold property and personal property (chattels), with the payment of all such monies payable or to become payable by the Customer.
- (b) shall grant to Elms Family Trust T/as Protector Wash a legal mortgage of any land now or hereafter held by the Customer
- (c) shall grant a non-lapsing caveat over any freehold or leasehold property.
- (d) hereby irrevocably appoints all and any of Elms Family Trust T/as Protector Wash's company secretary and credit manager as the Customer's attorney for the purposes of doing all such acts

WARNING:

This is an important document. You should consider obtaining independent legal and financial advice regarding it. Understand that, by signing this Guarantee, you may become personally responsible instead of, or as well as, the Customer to pay the amount which the Customer owes and the reasonable expenses of the credit provider in enforcing this Guarantee.

1. In consideration of Elms Family Trust T/as Protector Wash agreeing to trade with the Customer, I/We, the person(s) referred to as Guarantors below (jointly and severally) hereby personally guarantee to Elms Family Trust T/as Protector Wash:-

- the due and punctual payment by the Customer of all monies due and payable to Elms Family Trust T/as Protector Wash;
- the due performance and observance of this Agreement, and indemnify Elms Family Trust T/as Protector Wash against any loss.

2. This Guarantee and Indemnity is a continuing guarantee and indemnity and shall not be affected by any claim which the Customer or the Guarantors may have against Elms Family Trust T/as Protector Wash on any account whatsoever and the Guarantors shall not be entitled to any deductions, set-off or counter-claim.

3. This Guarantee and Indemnity shall not be voided or otherwise come to an end by virtue of any variation.

4. This Guarantee and Indemnity will be a principal obligation of the Guarantor(s).

5. The Guarantor(s) will pay to Elms Family Trust T/as Protector Wash all costs, charges and expenses incurred by Elms Family Trust T/as Protector Wash on an indemnity basis, in relation to any action taken by Elms Family Trust T/as Protector Wash in respect of this Guarantee and Indemnity.

6. In order to better secure to Elms Family Trust T/as Protector Wash all monies payable or to become payable pursuant to this Guarantee every person named herein as Guarantor:-

- (a) hereby as beneficial owner charges in favour of Elms Family Trust T/as Protector Wash by way of a fixed charge any right, title, estate or interest which the Guarantor (and if more than one jointly and severally) has or may hereafter acquire in any freehold or leasehold property, with the payment of all such monies payable or to become payable by the Customer.
- (b) shall grant to Elms Family Trust T/as Protector Wash a legal mortgage of any land now or hereafter held by the Guarantors
- (c) shall grant a non-lapsing caveat over any freehold or leasehold property.

(d) hereby irrevocably appoints all and any of Elms Family Trust T/as Protector Wash's Company Secretary and Credit Manager as the Guarantor's Attorney for the purposes of doing all such acts and things and executing all such documents necessary to enable Elms Family Trust T/as Protector Wash to register either a nonlapsing caveat or mortgage over any such freehold or leasehold property.

(e) agrees that "expenses" means expenses of preparation, execution, stamping, registration, lodgement and enforcement, discharge or withdrawal of any caveat or mortgage and all legal costs on an indemnity basis to which Elms Family Trust T/as Protector Wash is put as a result of taking steps to protect, recover and/or enforce in any way the charge(s) created.

and things and executing all such documents necessary to enable Elms Family Trust T/as Protector Wash to register either a non-lapsing caveat or mortgage over any such freehold or leasehold property.

(e) agrees that "expenses" means expenses of preparation, execution, stamping, registration, lodgement and enforcement, discharge or withdrawal of any caveat or mortgage and all legal costs on an indemnity basis to which Elms Family Trust T/as Protector Wash is put as a result of taking steps to protect recover and/or enforce in any way the charge(s) created.

Notices

25. Any notice given under this Agreement shall be given in writing and delivered, mailed or faxed or transmitted by electronic mail to the respective parties at their designated address. Elms Family Trust T/as Protector Wash's designated address is set out above. The Customer's designated address is deemed to be the address stated in this Agreement or the Customer's registered office. Any party may change its designated address by prior notice in writing to the other.

Service of Process

26. The Customer agrees that service of legal process may be made by prepaid post to the Customer's address stated in this Agreement or the Customer's registered office or such other address as may be notified in writing by the Customer and that service shall be deemed to have been effected 2 days after the date of posting.

Provide Information

27. Upon Elms Family Trust T/as Protector Wash's request, from time to time, the Customer must provide to Elms Family Trust T/as Protector Wash, information in the form and for the period required by Elms Family Trust T/as Protector Wash, in relation to the Customer's financial position, including a balance sheet, profit and loss statement and cash flow statement and where the Customer is a corporation, information in relation to any guarantors.

Electronic Communication

28. By visiting Elms Family Trust T/as Protector Wash's website or sending e-mails to Elms Family Trust T/as Protector Wash, the Customer is communicating with Elms Family Trust T/as Protector Wash electronically. The Customer:-

- (a) consents to receive communications from Elms Family Trust T/as Protector Wash electronically;
- (b) agrees that all agreements, notices, disclosures and other communications that are provided to the Customer electronically satisfy any legal requirement that such communications be in writing.

29. Elms Family Trust T/as Protector Wash has made all reasonable efforts to ensure that all information provided on Elms Family Trust T/as Protector Wash's website is accurate at the time of inclusion but makes no representation or warranties, express or implied, except as imposed by law, regarding the information provided on the website, including any hypertext links or any other items used either directly or indirectly from the website and reserves the right to make changes and corrections at any time without notice. Elms Family Trust T/as Protector Wash takes no responsibility for and does not endorse, sponsor or recommend the contents, accuracy or performance of any links attached to the website. Elms Family Trust T/as Protector Wash accepts no responsibility for any inaccuracies or omissions in the website and any decisions based on information contained in the website are solely the responsibility of the Customer. Elms Family Trust T/as Protector Wash accepts no liability for any direct, indirect, special, consequential or other losses or damages of whatsoever kind arising out of access to, or the use of the website or any information contained therein.

Severability

30. In the event that any clause or part of a clause of this Agreement is void, invalid, illegal, unlawful or otherwise unenforceable, that clause or part of a clause is deemed to be severed from this contract and of no force or effect so that all other clauses and parts of clauses of this Agreement continue to remain in full force and effect.

I/We understand and agree to be bound by the Terms and Conditions commencing on the preceding pages of this application.

Signature:

Date: