

## ***30 DAY ACCOUNT APPLICATION FORM***

1. Trading Name

2. Legal Name

(If Sole Trader or Partnership state full name(s) of proprietor / partner(s)):

(If a Trust please state "Trustees name" as trustee for "The name of the trust")

ABN No. \_\_\_\_\_ ACN No. \_\_\_\_\_

3. The legal entity is a (please tick):

- Sole Trader  
 Partnership  
 Company  
 Club or Association  
 Trust or Trustee  
 Other (please state) \_\_\_\_\_

4. Street Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Email (purchasing): \_\_\_\_\_ Web address \_\_\_\_\_

Email (accounts) : \_\_\_\_\_

5. Bankers Name & Address: \_\_\_\_\_

6. Estimated purchases per month: \$ \_\_\_\_\_

7. Required Credit Limit: \$ \_\_\_\_\_

8. Trade References

Please provide three Trade references to support your application

Name of Supplier	Contact	Telephone Number	Facsimile Number	Average Monthly Purchases	Terms provided (e.g. 30 days)
1					
2					
3					

9. Do you require extended terms of credit?  Yes  No

(Acacia Products provides credit on a 30 Day from end of month basis. Requests for extended credit will be considered however please be aware that extended terms are only provided in exceptional circumstances at the discretion of Acacia).

Signed : \_\_\_\_\_

Name : \_\_\_\_\_

Position \_\_\_\_\_

Please note that a request for credit and the signature so applied to this application will in all circumstances indicate the buyers consent to the full terms and conditions of sale which follow this application. The buyer agrees that in return for the seller providing a commercial credit account that the buyer is bound by the full terms and conditions of sale.

*For Internal Use Only*

- a) Insurance limit applied for (Accounts over \$5K only) YES / NO
- b) Credit Limit \$ \_\_\_\_\_
- c) Terms Granted \_\_\_\_\_
- d) ABN and telephone bona-fide YES / NO
- e) Client letter YES / NO
- f) Terms and conditions signed YES / NO
- g) Date approved \_\_\_\_\_

## 1. OUTLINE

1.1 **Currency:** These Terms + Conditions apply to the supply of all Goods by us to you from the date that you accept these Terms + Conditions.

1.2 **Acceptance:** You accept these Terms + Conditions when:

- 1.2.1 you submit an Order;
- 1.2.2 you accept delivery of, or any part of, the Goods pursuant to an Order; or
- 1.2.3 you make Payment, or partial Payment, for any Goods supplied by us.

## 2. QUOTES + ORDERS

2.1 **Requesting a Quote:** You may request a Quote from us relating to the potential supply of Goods.

2.2 **Providing a Quote:** We may provide to you a Quote relating to the potential supply of Goods, which may include the price and quantity of the Goods proposed to be supplied by us and other relevant details as necessary. A Quote is valid for 30 days only unless specifically stated otherwise.

2.3 **Placing an Order:** If our Quote is acceptable to you, you may place an Order for each supply of Goods. All Orders are subject to our review and acceptance in our absolute discretion.

2.4 **Additional conditions:** Unless otherwise agreed by us in writing, we will not be bound by any conditions (express or implied) added or provided by you, whether in an Order or otherwise.

## 3. PRICE

3.1 **Price:** Unless otherwise agreed to in writing by us or by our authorised representative, subject to clause 3.2, the price charged and payable for the Goods shall be the price in Australian dollars at the date we issue the Invoice to you, together with any applicable taxes, charges and delivery costs in relation to the Goods.

3.2 **Variation of price:** Prices contained in any Quote for the supply of Goods are based on the cost prevailing and the specification supplied at the time of the Quote. Subject to your rights under law including the ACL, we reserve the right to vary the price if:

- 3.2.1 there is any movement in the cost of supplying the Goods specified in your Order;
- 3.2.2 the Goods specified in your Order are varied from the Goods specified in our Quote; or
- 3.2.3 otherwise provided in these Terms + Conditions,

and we provide you reasonable notice of any such variation of price.

3.3 **Tooling:** We may, in our absolute discretion, require you to pay a fee to us for the cost of a specific tool that we must develop and manufacturer in order to fulfil your Quote or Order.

## 4. PAYMENT

4.1 **Invoice on delivery:** Unless otherwise agreed in writing, we will issue you an Invoice upon delivery of the Goods specified in your Order.

4.2 **Payment terms:** All Payments shall be made in full within 30 days from the end of the month in which the invoice is rendered.

4.3 **Payment method:** All Payments are to be made to us in cash, by direct credit to the bank account nominated by us or by cheque or as otherwise indicated by us in writing.

4.4 **Payment in instalments:** We may at our discretion as agreed in writing accept Payments in instalments upon such terms as we see fit.

## 5. PAYMENT DEFAULT

5.1 **Default Interest:** We may at our discretion in the event of your failure to make a Payment in accordance with clause 4 (**Payment**) charge Default Interest at the rate of 10% per month.

5.2 **Payment of Default Interest:** Default Interest pursuant to clause 5.1 shall be:

- 5.2.1 payable on demand; and
- 5.2.2 calculated daily from the date Payment was due to the actual date that the Payment is made in full.

5.3 **Costs of enforcement:** We may recover from you any costs we incur in the collection of Payment of any Invoice.

5.4 **No set off:** You may not set off against any Payment, at law or in equity, any claims which you may have against us.

5.5 **Default Interest amount credited first:** Any Payment you make to us shall first be credited against any Default Interest accrued pursuant to this clause 5 to the actual date of Payment.

5.6 **Revocation of credit:** We reserve the right to revoke at any time any credit extended to you because of your failure to make any Payment when due or for any other reason.

## 6. SUSPENSION + CANCELLATION

6.1 **Suspension of Order:** If as a consequence of an instruction from you, we delay or suspend (but not cancel) an Order or any part of an Order for a period of 60 days or more, we may:

- 6.1.1 request the payment in full for all work in progress relating to the relevant Order at the time of suspension; and/or
- 6.1.2 vary the price for the uncompleted portion of the relevant Order.

6.2 **Cancellation by you:** If you wish to cancel an Order, or any part of it, we:

- 6.2.1 must give our written consent; and
- 6.2.2 we may require, as a condition of giving such consent, that you pay any and all costs reasonably incurred by us in relation to the cancelled Order or the cancelled part of the Order to the date of cancellation and a cancellation fee equivalent to 50% of the Price.

6.3 **Cancellation by us:** We may in writing cancel an Order or delivery of an Order without liability to you (save as required by relevant laws) if:

- 6.3.1 we reasonably form the opinion that you are insolvent or at material risk of insolvency;
- 6.3.2 you fail to pay any amount for the Goods on the due date; or
- 6.3.3 we reasonably form the opinion that supplying Goods to you may have a negative impact upon our business or commercial reputation or image.

## 7. DELIVERY

7.1 **Place of Delivery:** The place of Delivery is the place on our premises for collection of Goods by you as advised by us (**Delivery Location**).

7.2 **Time of Delivery:** The time of Delivery shall be when we place the Goods at the Delivery Location for your collection.

7.3 **Cost of delivery:** We may charge you the cost of delivering the Goods to you, which will be included in the Payment to be made in relation to the Goods.

7.4 **Instalments:** We reserve the right to make deliveries in instalments and these Terms + Conditions shall be severable as to such instalments.

7.5 **No liability for delay:** We will use reasonable efforts to deliver the Goods to you by the date and to the place specified by you. Without limiting clause 9 (**Exclusions and Limitations**), we shall not be liable for late delivery or delay in delivery.

## 8. DEFECTS + RETURN OF GOODS

8.1 This clause 8 is subject to clause 9 (**Exclusions and Limitations**), clause 10 (**Statutory Rights**) and any other statutory or legal right whether under these Terms + Conditions or otherwise.

8.2 **Returns:** You should inspect the Goods immediately once they are delivered and may only return the Goods if:

- 8.2.1 they do not materially comply with the Order; or
- 8.2.2 if permitted by law, including the ACL.

8.3 **Notification:** If you wish to return any Goods delivered to you, you must give to us:

- 8.3.1 notice within a reasonable time of your receipt of the Goods. In ordinary circumstances we would consider a reasonable period of time to be within 30 days of delivery; and
- 8.3.2 the original Invoice details.

8.4 **Replacement or credit:** If we accept the return of Goods from you, we will at our option either:

- 8.4.1 replace the returned Goods; or
- 8.4.2 give a credit or a refund for such Goods.

8.5 **Costs to return Goods:** You shall bear any expense of transportation of Goods returned to us, unless you have a statutory or other legal right that permits otherwise.

8.6 **Payment for other Goods:** You may not withhold any payment due to us in respect of any other Goods pending the resolution of a claim for a defect.

8.7 **Non-payment of account:** We will not accept notifications under clause 8.3 in the event of your non-payment of an account.

8.8 **Goods damaged in transit:** If the Goods are damaged in the course of being delivered to you:

- 8.8.1 you must notify us of any claim for Goods damaged in transit within a reasonable time of delivery. In ordinary circumstances we would consider a reasonable period of time to be within 30 days of delivery; and

8.8.2 subject to our acceptance of your claim under this clause 8, we will replace the relevant Goods.

## 9. EXCLUSIONS AND LIMITATIONS

9.1 **ACL exception:** The exclusions and limitations in this clause 9 are subject to clause 10 (Statutory Rights).

9.2 **Excluded rights:** All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), relating to these Terms + Conditions, that are not contained in it, are excluded to the fullest extent permitted by law

9.3 **Limitation of liability:** Any liability arising in relation to Goods the subject of your Order or that we supply to you, however arising and whether for consequential loss or otherwise, including any liability arising by virtue of any representation or warranty, whether express or implied by law, is hereby excluded to the fullest extent permitted by law.

9.4 **Limitations:** No warranty is given and we will not be liable for:

*In the case of Goods*

9.4.1 alterations to Goods for which we are not responsible;

9.4.2 damage or failure caused by unusual, non-recommended (including improper installation), negligent or improper use or application of the Goods; or

9.4.3 loss caused by any factors beyond our control.

9.5 **Indirect loss:** We will not be liable for any special, indirect, consequential or economic loss or damage or loss of profits (in contract or tort or arising from any other cause of action) suffered by you or any other person resulting from any act or omission by us (including breach, termination or non-observance of the terms of an Order or agreement which incorporates these Terms + Conditions).

9.6 **Total liability:** Our total liability for breach of these Terms + Conditions or breach of our contractual obligations or duties at law or in equity (however arising) is limited at our option to:

*In the case of Goods*

9.6.1 the replacement of the Goods or the supply of equivalent goods;

9.6.2 the repair or rectification of the Goods; or

9.6.3 the payment of the cost of the repair or rectification of the Goods.

9.7 **No reliance:** You acknowledge and agree that:

9.7.1 you have and will make your own assessment of the fitness for purpose and suitability of any Goods supplied to you;

9.7.2 you do not and will not rely on our skill or judgment nor that of any person by whom any prior negotiations or arrangements in relation to the acquisition of any Goods were conducted or have been or will be made; and

9.7.3 you have not made nor will make known to us or a manufacturer of goods (directly or via any person and whether expressly or

impliedly) the particular purpose for which you acquire Goods.

9.8 **Third party work:** If we obtain goods or services from a third party in order to carry out your instructions or complete an Order:

9.8.1 we will not be liable for any breach of these Terms + Conditions if that breach is as a result of or is connected with the supply by a third party of such goods or services;

9.8.2 we acquire such goods or services as agent for you not as principal and will have no liability to you in relation to the supply of these goods or services;

9.8.3 any claim by you in relation to the supply of such goods or services must be made directly against that third party; and

9.8.4 you must pay for such goods or services from the third party plus the cost of or relevant fee for us performing such services as agent for you (whether separately identified or not). You do not require us to account to you for any commissions or benefits we may receive from such a third party supplier in connection with the supply of such goods or services to you and authorise us to contract on your behalf as we think fit.

9.9 We give no warranty in respect of any goods or services that are supplied or carried out or provided to you by a third party even where forming part of an Order. Any warranties, statutory guarantees or other rights will be governed by the terms of supply by that provider to you and relevant laws.

## 10. STATUTORY RIGHTS

10.1 **ACL rights:** In circumstances where you are acquiring Goods from us as a 'consumer' for the purposes of (and as defined in section 3 of Schedule 2 of) the ACL, we acknowledge and agree that certain statutory guarantees and rights shall apply to you as provided by relevant laws but subject to these Terms + Conditions as applicable and where permitted by relevant laws.

10.2 **No restriction:** Nothing in these Terms + Conditions excludes, restricts or modifies any condition, warranty, statutory guarantee, right or remedy implied or imposed by common law, statute or regulation which cannot be lawfully excluded, restricted or modified, which may include the ACL and the *Sale of Goods Act (NSW) 1923* and corresponding provisions and relevant laws of State or Territory legislation containing implied terms and/or statutory guarantees which operate to protect the purchasers of goods and services in various circumstances.

10.3 **Unfair contract:** If section 23 of the ACL applies to any provisions in these Terms + Conditions, any such provision(s) shall be void to the extent it is unfair within the meaning of section 24 of the ACL.

## 11. RISK + TITLE

11.1 **Subject to the PPSA:** The provisions of this clause 11 are subject to the provisions of the PPSA and clause 12 (Security Interest).

11.2 **Risk passes on delivery:** The risk in the Goods shall pass to you upon the delivery of the Goods in accordance with clause 7.1.

11.3 **Possession as bailee:** After delivery of the Goods, until the full Payment has been made you shall possess the Goods as bailee only.

11.4 **Insurance over Goods:** If requested by us, you shall from the delivery date until we have received Payment for all Goods in full, insure the Goods for their full replacement value and provide to us upon our request evidence of such insurance.

11.5 **Title:** We will retain absolute title over the Goods until:

11.5.1 we have received Payment in full in respect of the Goods; or

11.5.2 the Goods are disposed of in the manner prescribed under clause 12.12.

11.6 **Identification:** Until full title in the Goods has passed to you, you will ensure that:

11.6.1 any identifying plate, mark or packaging number on any of the Goods is not removed, defaced or obliterated; and

11.6.2 the Goods are identifiable and distinguishable from any other goods that may be in your possession and as to each particular Invoice of Goods.

## 12. SECURITY INTEREST

12.1 **Security Agreement:** This clause 12 sets out the Security Agreement between you (Grantor) and us (Secured Party).

12.2 **Creation of Security Interest:** The Grantor grants to the Secured Party a Security Interest in the Goods supplied by us to you, including all related proceeds (Collateral), as security for all or part of the Payment of any amount relating to the Goods in accordance with these Terms + Conditions or otherwise. For the avoidance of doubt, this Security Interest is also a Purchase Money Security Interest (PMSI) in the Collateral.

12.3 **Ranking:** Subject to the priority rules set out in the PPSA, this Security Interest ranks in priority ahead of all other security interests in the Collateral.

12.4 **Continuing obligation:** This Security Interest is a continuing security and the Grantor's obligations under this Security Agreement continue until it has been terminated in accordance with this Security Agreement.

12.5 **Attachment:** The Security Interest attaches to the Collateral by virtue of the Grantor's possession of the Goods as bailee under clause 11.2.

12.6 **Perfection:** The Grantor irrevocably gives authority to the Secured Party to register a financing statement with respect to the Security Interest on the PPSR. Despite this provision, the Secured Party may perfect this Security Interest by any other means in accordance with the PPSA.

12.7 **Information:** The Grantor shall provide the Secured Party with any information required for the Secured Party to register a financing statement or a financing change statement with respect to this Security Interest on the PPSR.

12.8 **Identification:** Until this Security Interest in the Collateral has been extinguished, the Grantor will ensure that, as far as is reasonably practicable:

- 12.8.1 any identifying plate, mark or packaging number on any of the Collateral (including Goods) is not removed, defaced or obliterated; and
- 12.8.2 the Collateral is identifiable and distinguishable from any other goods or products that may be in the Grantor's possession and as to each particular Invoice of Goods comprising the Collateral.
- 12.9 **Accessions:** The Grantor acknowledges that this Security Interest continues to apply to Collateral that becomes an accession to other goods.
- 12.10 **Remedies:** Until this Security Interest in the Collateral has been extinguished, if:
- 12.10.1 a Default Event occurs in respect of the Grantor; or
- 12.10.2 the Grantor is in breach of these Terms + Conditions,
- the Secured Party may as it sees fit and without notice to the Grantor, seize, retain or redeem the Collateral, or seek any and all remedies provided under Chapter 4 of the PPSA or any other remedies provided at law or in equity, including those set out in clause 12.11.
- 12.11 **Right of entry:** In addition to any rights given to the Secured Party under Chapter 4 of the PPSA, the Grantor irrevocably:
- 12.11.1 grants the Secured Party the right to:
- A demand the immediate return of the Goods to the Secured Party;
  - B enter the Grantor's premises to search for and seize the Goods without notice or liability to the Grantor; and
  - C retain, sell or otherwise dispose of those Goods in any manner it sees fit;
- 12.11.2 indemnifies, and keeps indemnified, the Secured Party against any claim (including in negligence) in respect of any damage to the property of, or the premises occupied by, the Grantor or any consequential loss caused by another party arising relating to searching for and seizing any Goods in accordance with this clause 12.11.
- 12.12 **Permitted use and sale:** The Grantor may only sell or deal with any of the Collateral (including accessions) in respect of which full Payment has not been received if:
- 12.12.1 the Secured Party has not exercised a remedy under clause 12.10;
- 12.12.2 the proposed transaction is a *bona fide* transaction to a third party at market value conducted in the ordinary course of business of the Grantor;
- 12.12.3 the proposed transaction does not create a security interest in the Collateral that ranks above this Security Interest;
- 12.12.4 all proceeds of the proposed transaction is:
- A immediately paid to the Secured Party; or
  - B held on trust for the Secured Party in a separate account, payable to the Secured Party on demand; and

- 12.12.5 unless otherwise obligated by law, the Grantor does not disclose to a third party that the proposed transaction is subject to this Security Agreement or that the proceeds will be immediately paid to the Secured Party or held on trust for the Secured Party.
- 12.13 **Costs:** The Grantor shall pay all costs incurred by the Secured Party (including costs on a solicitor-client basis and debt collector's costs) arising out of this Security Agreement, including costs in relation to:
- 12.13.1 registration of a financing statement or a financing change statement;
- 12.13.2 seizure, retention, redemption or any other remedy exercised pursuant to clause 12.10; and
- 12.13.3 the enforcement of its rights under this Security Agreement (including matters incidental to it).
- 12.14 **Extinguishment:** The Security Interest is extinguished only if:
- 12.14.1 one of the following applies:
- A all amounts payable in relation to the Collateral have been paid in full;
  - B the Collateral has been dealt with by the Grantor pursuant to clause 12.12; or
  - C a third party has taken free of this Security Interest as provided by the PPSA; and
- 12.14.2 all obligations under this Security Agreement have been satisfied by the Grantor, including the obligation to pay costs as set out in clause 12.13.
- 12.15 **Removal:** The Secured Party acknowledges its obligation to lodge a financing change statement to remove this Security Interest from the PPSR upon the extinguishment of this Security Interest in accordance with clause 12.14.
- 12.16 **Waiver of notice:** Notice requirements under sections 95, 118, 121(4), 130, 132 and 135 of the PPSA shall not apply and not place any obligations on the Secured Party in favour of the Grantor.
- 12.17 **Waiver of receipt of statements:** The Grantor irrevocably waives its right to receive from the Secured Party a copy of any financing statement, financing change statement or verification statement that is registered, issued or received at any time in relation to this Security Agreement.
- 12.18 **Change of name:** The Grantor shall immediately notify the Secured Party in writing of any change of name of the Grantor.
- 12.19 **Acknowledgement:** The Grantor acknowledges due notice of this Security Agreement with acceptance of these Terms + Conditions.

## 13. INTELLECTUAL PROPERTY

- 13.1 **Your intellectual property:** If you provide us with Material to be used in the supply of the Goods:
- 13.1.1 you warrant and represent to us that any Goods supplied to you based on the Material you provide to us will not infringe

- the Intellectual Property Rights of any third party; and
- 13.1.2 you indemnify and will keep us indemnified from and against any and all claims, liabilities, obligations, expenses or damages which we may suffer or incur as a result or in connection with the representation or warranty in clause 13.1.1 being untrue or breached.
- 13.2 **Licence:** You grant to us a non-exclusive royalty-free license throughout the universe to use all Intellectual Property Rights in all Materials for so long as necessary or convenient for the production of the Goods and the matters contemplated in relation to the delivery of the relevant Goods.
- 13.3 **Our intellectual property:** All of our Intellectual Property Rights in and relating to the production, development and supply of the Goods (excluding Materials licensed to us pursuant to clause 13.2) will remain our property and will not be disclosed to any other person by you without our prior written consent.
- 13.4 **Confidentiality:** You shall keep confidential and shall not use any confidential information communicated by us to you without our prior written consent.

## 14. TOOLING

- 14.1 **Tools:** In order to provide Goods to you pursuant to an Order we may develop and manufacture a specific tool. We may charge you, the reasonable costs or developing and manufacturing the tool.
- 14.2 **Rights to tools:** All tools will remain our property. You may not inspect the tool. The tool may not be removed from our premises. The tool may not be used to produce any Goods other than Goods requested by you and produced by us.
- 14.3 **Your rights to tools:** You have the right to request that we produce Goods for you using a tool that we have developed and manufactured pursuant to an Order made by you.

## 15. GST

- 15.1 **Prices exclusive of GST:** Unless otherwise agreed or specifically stated by us, prices with respect to any taxable supply are exclusive of GST.
- 15.2 **GST payable in addition:** You must pay to us all GST in addition to any other amounts payable by you to us, which will be payable by you when required to pay for the Goods.
- 15.3 **Issue of tax invoice:** We will issue a tax invoice for any taxable supply to you, which will enable you, if permitted by the GST Law, to claim a credit for GST paid by you.
- 15.4 **Third party supplies:** If GST is payable for a taxable supply by a third party, we will request that party to provide you with a tax invoice.

## 16. GENERAL

- 16.1 **Indemnity:** You agree to indemnify and keep us indemnified in respect of all damages, losses, costs and expenses (including legal costs) that we may incur as a result of your breach or alleged breach of these Terms + Conditions.
- 16.2 **Termination:** If a Default Event occurs:



16.2.1 we may, without limiting any other right we have under these Terms + Conditions, terminate any outstanding Order and any contract for the supply of Goods to you; and

16.2.2 all Payments and any other money under these Terms + Conditions becomes immediately payable.

16.3 **Lawful purpose:** You shall ensure that the Goods are used only for lawful purposes and in accordance with any applicable laws.

16.4 **Binding:** These Terms + Conditions shall bind our successors, administrators and permitted assigns and your executors and permitted assigns, or, being a company, its successors, administrators and permitted assigns.

16.5 **Assignment:** We may without notice to you assign, transfer and/or sub-contract our rights and/or obligations (in whole or in part) under these Terms + Conditions. You may not assign, transfer, hold on trust or otherwise delegate any of your rights or obligations under these Terms + Conditions without our prior written consent.

16.6 **Time of the essence:** Time shall be of the essence in relation to any date or period under these Terms + Conditions.

16.7 **New Terms + Conditions:** If we adopt new terms and conditions for the sale of Goods:

16.7.1 you will be given written notice (if you are a Customer at the relevant time); and

16.7.2 unless otherwise agreed, they will apply to the supply of Goods after you accept such new terms and conditions.

16.8 **Variation:** We may vary these Terms + Conditions by providing you 7 days written notice.

16.9 **Force Majeure:** If a Force Majeure Event occurs, we may:

16.9.1 totally or partially suspend any Order, any part of an Order or any deliveries relating to an Order during any period in which we may be prevented or hindered from delivering by our normal means of supply or delivery due to that Force Majeure Event; and

16.9.2 elect to extend at our discretion the period for performance of an obligation under these Terms + Conditions as is reasonable in all the circumstances.

16.10 **Severability:** Each clause in these Terms + Conditions is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.

16.11 **Waiver:** No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.

16.12 **Governing law:** These Terms + Conditions shall be governed by the laws of the State of New South Wales.

## 17. INTERPRETATION + DEFINITIONS

17.1 **Personal pronouns:** Except where the context otherwise provides or requires the terms **we, us or our** refers to the Company and the terms **you or your** refers to the Customer.

17.2 **Defined terms:** In these Terms + Conditions, unless otherwise provided, the following terms shall have their meaning as specified:

**ACL** means the Australian Consumer Law under the *Consumer and Competition Act 2010* (Cth) as amended.

**Collateral** means property that is subject of a security interest.

**Company** means Acacia Products Pty Ltd (ABN 45 070 921 569).

**Customer** means any person or entity that places an Order with us and agrees by conduct or by virtue of notice or otherwise to be bound by these Terms + Conditions, including any related company, related party, officer and authorised person of the relevant person.

**Default Event** means any one of the following events:

- (a) you fail to make any payment when due, whether for the Goods or otherwise;
- (b) Winding Up commences against you;
- (c) a receiver is appointed to you;
- (d) you become insolvent, bankrupt or commit an act of bankruptcy;
- (e) proceedings are commenced or an application is made for the appointment of any persons listed in items (b) to (e) above; or
- (f) a mortgagee or their agent enters into possession of your assets.

**Default Interest** means as defined in clause 5.

**Force Majeure Event** means circumstances beyond our reasonable control shall include, but not be limited to compliance with any laws, regulations, orders, acts, instructions or priority request of any government, or any department or agency, civil or military authority, acts of God, acts of the public enemy, your acts or omissions, fires, floods, strikes, lockouts, embargoes, wars, labour or material shortages, riots, insurrections, defaults of our suppliers or subcontractors, delays in transportation, or loss or damage to Goods in transit.

**Goods** means goods sold by the Company from time to time, including extruded, fabricated and injection moulded plastics.

**Grantor** means the person who has the interest in property to which a security interest is attached.

**GST** means a goods and services tax, or a similar value added tax, levied or imposed by the GST Law.

**GST Law** has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Invoice** unless otherwise agreed means the invoice issued upon the delivery of the Goods specified in your Order.

**Intellectual Property Rights** means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trade marks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights and all extensions and renewals thereof anywhere in the world which currently exist and/or are recognised in the future.

**Material** means any material in which you have Intellectual Property Rights provided by you for use

by us in the production, development and supply of the Goods to you.

**Order** means an order for Goods in writing received by us.

**Payment** means payment of any amount relating to Goods in accordance with these Terms + Conditions.

**PMSI** means a purchase money security interest as defined by section 14 of the PPSA.

**PPSA** means the *Personal Property Securities Act 2009* (Cth) as amended, including any regulations made pursuant to it.

**PPSR** means the Personal Property Securities Register.

**Quote** means a quotation by us for the supply of particular Goods containing details as specified in clause 2.2.

**Secured Party** means a person who holds the benefit of a security interest.

**Security Agreement** means the security agreement set out in clause 12 (**Security Interest**).

**Security Interest** means the security interest created in clause 12 (**Security Interest**).

**Winding Up** means commencing to be wound up, or suffering a provisional liquidator, liquidator, official manager or any other administrator of the affairs of insolvent companies to be appointed.

I have read and understood the above Terms and Conditions of Sale and agree.

\_\_\_\_\_  
Company Name:

\_\_\_\_\_  
ABN Number:

\_\_\_\_\_  
Name of Authorised Signatory

\_\_\_\_\_  
Authorised Signature

Date: / /