

**APPLICATION FOR CREDIT ACCOMMODATION
WITH MILLY HILL PTY LIMITED**

PO Box 1925, ARMIDALE NSW 2350

Tel: (02) 6772 0300 Fax: (02) 6772 0344 email:millyhill@millyhill.com.au www.millyhill.com.au Date: / /20

TO BE COMPLETED BY APPLICANT

Are you trading as a public/private company, partnership, sole trader or other?

Please specify-

| | | |
|--------------------------------------|------------------------|---------------------|
| If a sole trader- Name | Date of birth / /19 | Phones- Business |
| Business Address | Drivers Licence No | Mobile |
| Home Address | Contact Person | Home |
| If a Registered Company- Name | ABN | Business |
| If a Business Name- Name | BN (if registered) | Mobile |
| Registered Address | Contact Person | Facsimile |
| Trading Address | | Email |

Full names and addresses of proprietors, partners or directors

| | |
|---------|---------------|
| Name | Position held |
| Address | Phone no. |
| Name | Position held |
| Address | Phone no |
| Name | Position held |
| Address | Phone no |

Business Details

| | |
|--|----------------------------|
| Main business activity | Year established |
| If you act as a trustee of a trust, state its name | Monthly credit required \$ |
| Bank name & branch | Account no. |
| Business references- 1 | Phone no |
| 2 | Phone no |
| 3 | Phone no |

Note that our Terms and Conditions of Credit will apply to this account

If you are a private company, we require each of the Directors to execute a Guarantee and Indemnity

Please seek independent legal advice if you do not understand this Application for Credit Accommodation or the Terms and Conditions that apply to it

MILLY HILL PTY LTD - TERMS AND CONDITIONS OF TRADE FOR SALES WITHIN AUSTRALIA

1. The prices quoted are valid for 14 days only from the date signed by the sales person and then will be subject to normal price rises.
2. **Payment on Credit Terms-** Quotations are submitted on the basis of full payment being due within the terms of our standard terms and conditions of credit and you acknowledge that the provisions of our standard terms and conditions of credit apply to this contract between us.
3. **Payment Before or on Delivery -** Quotations are submitted on the basis of full payment being due immediately on or before delivery. If payment is not made within seven (7) days of delivery the provisions of clause 4 shall apply.
4. Where the provisions of clause 3 are not complied with, MH may:-
 - a. Revoke the credit accommodation and require any further sales/trade transactions by you be on a cash before delivery "CBD" basis.
 - b. require that all amounts owing to MH for any reason whatsoever shall become immediately due and payable without deduction or demand.
 - c. rescind all discounted rates and recalculate the outstanding charges;
 - d. immediately charge a once off account keeping fee equal to 10.0% of the outstanding balance
 - e. charge an administration fee of 2.0% per month from the due date for settlement until the date payment is made.
5. You agree to pay MH all costs and legal expenses (on a full indemnity basis) whatsoever which MH incurs in relation to or arising from the collection or the attempted collection of all amounts overdue for payment by you. Such costs and legal expenses (on a full indemnity basis) may be recovered from you by MH as a liquidated debt.
6. If you are a company, MH may, at its discretion, require that the directors of the company give a Guarantee and Indemnity in the form required by MH. MH also reserves the right to require a Guarantee and Indemnity to be given by any person in any other circumstances
7. If the customer is more than one entity, then the liability of each entity under these Terms and Conditions of Trade will be joint and several.
8. Orders for product lines which are not normally stocked by MH and which are ordered or manufactured by MH cannot be cancelled.
9. MH will not be liable for any manufacturing or transport delays in the performance of its obligations
10. The following terms and conditions apply to the supply of goods:-
 - a. MH is to deliver the goods at the address nominated by you in accordance with the order confirmation.
 - b. if access is not provided at the nominated premises on the date nominated for delivery, MH reserves the right to charge for all costs and expenses of storage and redelivery of goods
 - c. MH will be entitled to subcontract the whole or any part of the supply of the goods. Every exemption from liability to which MH is entitled under these terms and conditions will extend to protect any subcontractor, employee or agent of MH and for the benefit of such persons they shall be deemed to be parties to the contract between you and MH.
 - d. no retention money is applicable to this contract.
 - e. in the event that you have a complaint against the product, you must give MH notice of such complaint within 24 hours of delivery and allow MH access to inspect at a time convenient to MH.
 - f. Where goods are subject to complaint you must store the goods in a manner which does not contribute to any deterioration of the goods and MH may reject any claim where the goods are damaged or their quality impaired
11. Delivery is deemed to take when the goods have been delivered to the nominated address.
12. Risk in the goods passes to you on delivery but ownership in the goods supplied by MH remains the property of MH until full payment is received. You will allow MH and MH will be entitled to enter your premises and remove the goods at any time prior to payment in full being received.
13. You and where you are not a company, each individual, charges with payment of the monies and compliance with all obligations owed by you to MH all beneficial interests (freehold and leasehold) in land held now or in the future by you or each of you. Each of you agree that if demand is made upon you or any of you by MH, you will immediately execute a mortgage and/or caveat, as required by MH. If you fail to do so within a reasonable time of being so requested, you irrevocably and by way of security appoint AFM (Qld) Pty Ltd to be your true and lawful attorney to execute and register such instruments.
14. MH may at any time set-off amounts owed by MH to you from the amounts owed by you to MH.
15. Where there is a dispute between you and MH which cannot be resolved to the mutual satisfaction of the parties, you agree to the appointment of an independent arbitrator and to accept the decision of the arbitrator, pay his costs if the decision is not favourable to you and pay the amount determined as being due to MH.
16. The provisions of the Goods and Services Tax legislation will apply to this contract.
17. That in accordance with the provisions of the Privacy Act, if MH considers it relevant to assessing my/our application for commercial credit, I/we consent to MH obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by MH. In accordance with the provisions of the Privacy Act, if MH considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to MH receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments. Under the Privacy Act, MH is allowed to give a credit reporting agency personal information about your credit application, information which may be given to an agency includes, identity particulars, the fact that you have applied for credit and the amount, the fact that MH is a credit provider to you, payments which become overdue by more than sixty (60) days and for which collection action has been commenced, advice that payments are no longer overdue, cheques drawn by you which have been dishonoured more than once, in specific circumstances, that in the opinion of MH, you have committed a serious credit infringement, that credit provided to you by MH has been paid or otherwise discharged
18. If any provision of these terms is found to be unenforceable for any reason then that provision will be severed from these terms and will not affect the enforceability of any other of these terms and conditions.
19. The law applicable to these Terms and Conditions of Trade is the law of the State of Queensland and the parties agree to that any proceedings under these Terms and Conditions of Trade can at the option of MH be instituted, heard and determined in a court of competent jurisdiction in Brisbane provided such court possesses the territorial jurisdiction to hear and determine such proceedings.

MILLY HILL PTY LIMITED

TERMS AND CONDITIONS OF CREDIT ACCOMMODATION (FOURTEEN DAY TERMS)

I/WE AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS IN RELATION TO ACCOMMODATION OF CREDIT BY MILLY HILL PTY LIMITED (MH)

1. Upon the acceptance of these Terms and Conditions of Credit you agree to pay MH for all goods sold and delivered within 14 days after the posting of any invoice to the last address of the Applicant known to MH.
2. That MH may in the event that the conditions in clause 1 are not complied with or you otherwise fail to comply with your obligations to MH in any respect –
 - (a) revoke the credit accommodation and require that any further transactions by you be on a cash-before-delivery “CBD” basis.
 - (b) require that all amounts owing to MH for any reason whatsoever shall become immediately due and payable without deduction or demand.
 - (c) rescind all discounted rates and recalculate the outstanding charges;
 - (d) immediately charge a once off account keeping fee equal to 10.0% of the outstanding balance
 - (e) charge an administration fee of 2.0% per month on ant amounts due for payment from the due date for such payment until the date payment is received by MH.
3. That you agree to pay MH any costs and legal expenses (on a full indemnity basis) whatsoever which MH incur in relation to the collection or the attempted collection of all amounts overdue for payment by you. Such interest, costs and legal expenses (on a full indemnity basis) may be recovered from you by MH as a liquidated debt.
4. If you are a company MH may, at its discretion require that the Directors give a guarantee and indemnity in the form required by MH. MH reserves the right to require a guarantee and indemnity to be given by any person in any other circumstances.
5. Notwithstanding the passing of risk, all goods delivered by MH to you remain the property of MH until all goods supplied to you by MH have been paid for in full. MH reserves the right to enter your premises and recover the goods and/or dispose of the goods until payment have been received in full by MH.
6. You and where you are unincorporated, each proprietor, hereby charges with payment of any moneys owing by you to MH and compliance with all obligations owed by you/proprietor to MH under these Terms and Conditions of Credit all beneficial interests (freehold and leasehold) in real property held now or in the future by you/proprietor. Each of you agrees that if demand is made upon you or any one of you by MH you will immediately execute a mortgage in a registrable form or consent to a caveat, as required by MH, to secure the interest of MH in your property pursuant to this equitable mortgage. If you fail to do so within a reasonable time of being so requested, you irrevocably and by way of security appoint AFM (Qld) Pty. Ltd. to be your true and lawful attorney to register and execute such instruments.
7. That all goods supplied by MH to or on your behalf are supplied only upon the terms and conditions contained in MH’S Standard Terms and Conditions of Trade. Until altered conditions of trade are notified to you in writing, you agree that the current conditions of trade shall continue to apply.
8. That MH may from time to time alter its standard Terms and Conditions of Credit and such altered conditions or terms shall apply in respect of all transactions taking place after notification to you of such altered Terms and Conditions of Credit.
9. That MH may at anytime and without the need to provide a reason to you refuse to extend further credit to you and that its previous approval of you account application does not require MH to extend to you any particular amount of credit.
10. MH may refuse an initial application for credit, but may proceed if MH is able to obtain insurance against default by you and you pay to MH the amount of any premium for the insurance.
11. MH may at any time set off amounts owed by MH to you from the amounts owed by you to MH.
12. No claims against MH in relation to loss or damage will be considered unless all amounts owing by you to MH have been paid in full.
13. Where there is more than one account holder, each account holder shall be joint and severally liable under the terms of this commercial credit application.
14. You agree to notify MH of any change in ownership or address. Notwithstanding any change in the ownership/trading structure or any advice by it to MH of such change, you will remain personally liable for any goods and services requested by you or on your behalf until you have received written confirmation from MH that your account has been closed and full payment received and a new account has been opened in the name of the new entity.
15. MH may require that you enter into further security documentation as a condition of granting further credit or continuing credit. If there is an inconsistency between the provisions of this credit accommodation and the security documents then the provisions of the security documents will prevail.
16. That in accordance with the provisions of the Privacy Act, if MH considers it relevant to assessing my/our application for commercial credit, I/we agree to MH obtaining from a credit reporting agency a credit report containing personal information about me/us in relation to commercial credit provided by MH. In accordance with the provisions of the Privacy Act, if MH considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to MH receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments. Under the Privacy Act, MH is allowed to give a credit reporting agency personal information about your credit application, information which may be given to an agency includes; identity particulars; the fact that you have applied for credit and the amount, the fact that MH is a credit provider to you, payments which become overdue more than sixty (60) days and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by you which have been dishonoured more than once; in specific circumstances, that in the opinion of MH, you have committed a serious credit infringement, that credit provided to you by MH has been paid or otherwise discharged.
17. That failure by MH to insist upon compliance with any provisions of these terms does not constitute a waiver of that provision and MH shall be entitled to insist upon compliance with all procedures of these terms at anytime.
18. If any provision or part of a provision of these terms and conditions is found to be unenforceable then that provision or part of a provision shall be severed and the remaining provisions shall continue to be binding and have full force and effect on MH and you.
19. The law applicable to these terms and conditions is the law of the State of Queensland and the parties agree that any proceedings under these Terms and Conditions of Credit can at the option of MH be instituted and determined in a court of competent jurisdiction in Brisbane provided such court possesses the territorial jurisdiction to hear and determine such proceeding.

I/WE DECLARE AND AFFIRM THAT:-

I/WE HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF CREDIT AND TRADE AND CONFIRM THAT THE TERMS AND CONDITIONS OF CREDIT AND THE TERMS AND CONDITIONS OF TRADE WILL APPLY TO ANY CREDIT FACILITY PROVIDED BY MILLY HILL PTY LIMITED TO ME/US; AND

THE INFORMATION SUPPLIED BY ME/US, THE APPLICANTS, IN THIS APPLICATION IS TRUE AND CORRECT PTY THEN I/WE ACKNOWLEDGE THAT MILLY HILL PTY LIMITED WILL USE THIS INFORMATION FOR THE PURPOSE OF ASSESSING MY/OUR COMMERCIAL CREDIT APPLICATION

SIGNED BY ALL DIRECTORS, PARTNERS, OR SOLE TRADERS AS APPROPRIATE

1 (print name)

2 (print name)

(signature)

(signature)

indicate if director, partner or sole trader

indicate if director, partner or sole trader

GUARANTEE AND INDEMNITY

TO Milly Hill Pty Ltd

A. The guarantors acknowledge that (Company Name _____ ACN _____
("The Company") has, at the request of the Guarantors, submitted an application to be supplied credit by MILLY HILL PTY LTD
("MH") The guarantors acknowledge and agree that this Guarantee and Indemnity shall apply to the provision of credit to the
Company by any branch of MH, and that the Guarantee and Indemnity hereby granted is enforceable by any branch of MH which has
supplied credit to the Company.

OPERATIVE PART

1. The guarantors:-
 - a. guarantee punctual payment to MH of all amounts which the Company does or may at any time in the future owe to MH
 - b. guarantee punctual and correct compliance with all obligations (including payment obligations) which the Company owes now or may in the future owe to MH.
 - c. Indemnify MH against any loss it may suffer if the Company does not meet any of its obligations
2. This Guarantee and Indemnity creates a principal obligation from the Guarantors to MH and is in addition to any security MH holds from the Company. This Guarantee and Indemnity may be enforced without MH having to take any steps against the Company or its security.
3. This Guarantee and Indemnity is not affected and is still enforceable:-
 - a. if any amount owing to MH by the Company is not recoverable from the Company for any reason at all
 - b. if MH does not comply with any law or any agreement with the Company
 - c. if MH grants any time, release or other concessions to the Company or the Guarantor or any one or more of the Guarantors
 - d. if one or more of the Guarantors or any other party does not execute this Guarantee and Indemnity
 - e. in the event of death, incapacity, administration, bankruptcy or insolvency of the Company or any of the Guarantors
 - f. if a payment by the Company or by any Guarantor to MH is set aside in bankruptcy, litigation or official management of the Company or of any Guarantor.
 - g. if a Guarantor ceases to be a Director or to be involved with the Company or the status changes at all.
 - h. if MH agrees to extend or increase at any time any credit limit imposed on the Company
 - i. if any other thing occurs which could otherwise limit the effect of the Guarantee and Indemnity
4. This Guarantee and Indemnity is a continuing Guarantee and Indemnity and is not wholly or partially discharged until all credit arrangements between MH and the Company are ended, all amounts owing to MH by the Company are received, and all obligations of the Company to MH are complied with in full.
5. Where there are two or more guarantors, their obligations are joint and several and none of them shall be discharged from their obligations under this Guarantee and Indemnity if:-
 - a. this Guarantee and Indemnity is not enforceable against one of them or the liability of one of them ceases
 - b. any Guarantor dies or
 - c. if any one of them is unable to perform his or her obligations under this Guarantee and Indemnity
6. Each Guarantor agrees to pay MH, and MH's costs (on a full indemnity basis) of and incidental to the enforcement or the attempted enforcement of any claim or claims by MH against the Company, the Guarantors or any one of the Guarantors and to do so regardless of whether or not such claim or claims by MH are made reasonable or are successful
7. The Guarantors agree to waive all rights inconsistent with the terms of this Guarantee and Indemnity.
8. Each Guarantor charges with payment of any moneys owing by the guarantors to MH and the compliance with all obligations owed by the Guarantors to MH secured by this Guarantee and Indemnity all beneficial interests (freehold and leasehold) in real property held now or in the future by the Guarantor or any of them. Each guarantor agrees that if demand is made upon him or her or it by MH, that Guarantor will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by MH and against the event that he, she or it fails to do so within a reasonable time from being so requested, that Guarantor hereby irrevocably and by way of further security appoints AFM (Qld) Pty Ltd to be his or her true attorney to execute and register such instruments
9. Each Guarantor agrees that MH may seek from a credit reporting agency, a credit report containing personal information about them to assess whether to accept them as guarantors for credit applied for or provided to the Company. The Guarantors agree that if MH has approved the Company's application for credit, this Deed remains in force until the credit facility covered by the Company's application ceases.
10. If the Company is the trustee of a trust, the Guarantors warrant that the Company has full authority as trustee to enter into agreements for the supply to it of goods and services, or both on credit.
11. If a notice of demand is given to one of the Guarantors it will mean it is given to all of them
12. "The Company" includes its successors and assignees
13. "Guarantors" includes the heirs, executors, administrators and assignees of each Guarantor
14. The law applicable to this Guarantee and Indemnity is the law of the State of Queensland and you agree that any proceedings under this Guarantee and Indemnity can at the option of MH be instituted, heard and determined in a court of competent jurisdiction in Brisbane provided that such court possesses the territorial jurisdiction to hear and determine such proceedings

IN WITNESS this Deed has been signed on the date set out below

DATED this _____ day of _____ 20____

Signed by the said Guarantor

Guarantors Name

In the presence of Witness: Name Signature

Signed by the said Guarantor

Guarantors Name

In the presence of Witness: Name Signature