

Tremline Pty Ltd trading as The Hills BARK BLOWER
CREDIT TERMS

1. Payment

The Customer must pay for all goods and services supplied by the Company within 30 days after the end of the month of supply or within any alternative credit period granted in writing by the Company.

2. Interest

The Company is entitled to charge the Customer interest on amounts not paid within the credit period specified by the Company at a rate equivalent to 3% more than the business overdraft commercial interest rate of the Company's principal bankers per annum from the invoice date until the payment of the debt.

3. GST

Each amount payable by the Customer under these Credit Terms in respect of a Taxable Supply by the Company is a GST exclusive amount and on receipt of a tax invoice the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply" and "GST" have the meanings set out in the A New Tax System (Goods and Services) Act 1999 (Cth).

4. Withdrawal or variation of credit

The Company may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Customer. Where the Customer completes a further Application, that Application will not be in substitution for but will be in addition to any previous credit terms existing except as notified by the Company in writing.

5. Charge over customer's property

- (a) As security for payment to the Company of all moneys payable by the Customer and the Customer's obligations generally under these Credit Terms, the Customer charges in favour of the Company the whole of the Customer's undertaking property and assets (including without limitation all of the Customer's interests, both legal and beneficial, in freehold and leasehold land) both current and later acquired.
- (b) The Customer irrevocably appoints each Officer as the Customer's attorney to do all things necessary to create and register each such charge.
- (c) Upon demand by the Company, the Customer agrees to immediately execute a mortgage or other instrument in terms satisfactory to the Company to further secure payment of the money payable by the Customer. If the Customer fails within a reasonable time of such demand to execute such mortgage or other instrument, then the Customer acknowledges that the Company or Officer may execute such mortgage or other instrument as the Customer's attorney pursuant to the appointment of the Company as the Customer's attorney set out in these Credit Terms.

6. Suspension or ceasing of supply

- (a) The Company may in the Company's complete discretion and without incurring any liability to the Customer, cease or suspend supply of goods and services to the Customer or amend these Credit Terms.
- (b) Without limiting clause 6(a), if an Event or Default occurs, the Company may, without prejudice to the Company's other rights, call up moneys owed to the Company by the Customer, retain all moneys paid on account, or cease further deliveries and recover from the Customer all loss of profits and other costs arising from the Event of Default and/or take immediate possession of any goods and services for which payment remains outstanding.

7. No liability of the Company

The Company will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by the Company's employees, contractors or agents whether negligent or not, except that nothing in these Credit Terms limits any liability imposed by any statute unless or to the extent that it is lawful to do so.

8. Certification

A statement signed by an Officer certifying the amount of any moneys payable by the Customer, or identifying any goods and services, as being "unpaid for" is, in the absence of manifest error, conclusive and binding on the Customer.

9. Credit card payment

- (a) The Company may require the Customer to pay for goods and services utilising a credit card facility of the Customer ("credit card account") with a bank or other financial institution ("finance provider"). For that purpose, the Customer will, following a request by the Company, provide to the Company an imprint of a credit card or other form of written authorisation for a credit card account ("credit card authority") at the time determined by the Company being either prior to, at the time of or following the Company supplying goods and services to the Customer.
- (b) The credit card authority is to be signed by or on behalf of the Customer by a person whose permission and approval is required by the finance provider to enable payment to be made to the Company of the amount charged to the credit card account.
- (c) Where at the time the credit card authority has been signed by or on behalf of the Customer the cost of the goods and services due of the Customer to the Company has not been recorded on the signed credit card authority, the Company is authorised and permitted by the Customer to complete the credit card authority by inserting the amount due of the Customer to the Company.
- (d) The Customer shall do all things required to cause the credit card account of the Customer to be debited for the amount due to the Company for the goods and services the Company has supplied, or will supply, to the Customer, and for such amount to be paid to the Company.

- (e) If and to the extent necessary, the Customer hereby irrevocably appoints each Officer as the Customer's attorney to complete and sign the credit card authority in the name of the Customer, and to do such other things or complete and sign such other documents, in order to enable and cause the finance provider to approve and permit the amount due of the Customer to the Company to be paid from the credit card account.

10. Notification of change of details

The Customer will provide written notice to the Company of any change in the Customer's structure or management, including any change of director, shareholder, partnership, trusteeship or address within 7 days of the change.

11. Continuing Guarantee

All guarantees under or related to these Credit Terms will be continuing guarantees and will terminate only with the Company's written agreement.

12. Set-off

The Company may at any time set-off amounts owed by the Company to the Customer against amounts owed by the Customer to the Company.

13. Property

- (a) Property in the goods shall not pass until the Customer has paid all moneys owing to the Company in full. Risk in the goods passes to the Customer at the time of delivery.
- (b) Until payment of all moneys owed by the Customer to the Company, the Customer holds the goods as fiduciary bailee and agent for the Company and must keep the goods physically separate from all other goods of the Customer, and clearly identified as owned by the Company.
- (c) If an Event of Default occurs, then without prejudice to the Company's other rights, the Company may without notice to the Customer enter any premises occupied by the Customer or any other place where the goods may be and recover possession of the goods.
- (d) The Customer must not sell or otherwise dispose of any goods or things (including land or structure) to which the goods have been affixed while money is owed to the Company without first obtaining the written consent of the Company. If in breach of this condition the Customer sells any of the goods or things to which the goods have been affixed, then without prejudice to the Company's other rights, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds.
- (e) If the Customer uses the goods in some manufacturing or construction process of its own or of some third party while money is owed to the Company, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as relates to such goods in trust for the Company. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to the Company and at the time of payment of such proceeds the Customer's obligation to pay the amount owed for such goods will be discharged.

- (f) If the goods are resold, or goods and services using the goods are manufactured and resold by the Customer, the Customer holds all of the book debts owed in respect of such sales and proceeds of such sales in trust for the Company. Such part of the book debts and proceeds will be deemed to equal in dollar terms the amount owed by the Customer to the Company at the time of the receipt of such book debts. The Customer must not assign or grant a security interest in respect of such book debts without the Company's prior written consent.

14. Security for payment

In accordance with the Personal Property Securities Act (Cth) 2009 ("PPSA") the following terms, and all related terms, have the meaning given to them by PPSA namely "financing statement", "financing change statement", "security interest", "purchase money security interest", "attached", "attachment", "perfected", "accession", "commingled".

- (a) In consideration of the Company supplying the goods to the Customer at the request of the Customer, the Customer by signing these Credit Terms:
- (i) grants to the Company a "Purchase Money Security Interest" ("PMSI") in all goods supplied by the Company to the Customer from time to time as security for payment of the purchase price of such goods.
 - (ii) grants to the Company a "Security Interest" ("SI") in all goods supplied by the Company to the Customer from time to time and in all of the Customer's personal property as security for payment of any other amount owed by the Customer to the Company and as security for the performance by the Customer of the obligations set out in these Credit Terms.
 - (iii) agrees that any goods or proceeds of sale of the goods coming into existence after the date of these Credit Terms will come into existence subject to the PMSI and SI granted herein and these Credit Terms without the need for any further action or agreement by any party.
 - (iv) acknowledges that the Customer has received valuable consideration from the Company and agrees that it is sufficient.
 - (v) agrees that the PMSI and SI has attached to all goods supplied now or in the future by the Company to the Customer and that the attachment of the PMSI has in no way been deferred or postponed.
- (b) The Company reserves the right to register a financing statement in the Personal Properties Securities Register to perfect the PMSI and/or SI created under these Credit Terms.
- (c) The costs of registering a financing statement or a financing change statement can be charged to the Customer by the Company at the Company's complete discretion, and may, where applicable, be charged to the Customer's credit account with the Company.

- (d) The Customer must promptly, on request by the Company, execute all documents and do anything else reasonably required by the Company to ensure that the PMSI and SI created under these Credit Terms constitutes a perfected security interest.
- (e) The Customer must not agree to allow any person to register a financing statement over any of the goods in which the Company has any PMSI and/or SI without the prior written consent of the Company and will immediately notify the Company if the Customer becomes aware of any person or entity taking steps to register a financing statement in relation to any such goods.
- (f) The Customer must not allow the goods in which the Company has any PMSI and SI to become accessions or commingled with other goods unless the Company has first perfected any PMSI or SI that the Company has in relation to the goods.
- (g) If the Company perfects any PMSI and/or SI that the Company has in relation to the goods, the Customer must not do anything that results in the Company having less than the security or priority granted by the PPSA that the Company assumed at the time of perfection, subject only to the rights of a mortgagee pursuant to a registered mortgage.
- (h) The Customer irrevocably grants to the Company the right to enter upon the Customer's property or premises, without notice, and without being in any way liable to the Customer or to any third party, if the Company has cause to exercise any of the Company's rights under Chapter 4 of the PPSA, and the Customer will indemnify the Company for any claims made by any third party as a result of such exercise.
- (i) The Customer acknowledges and agrees that:-
 - (i) nothing in sections 125, 132(3)(d), 142 and 143 of the PPSA will apply to these Credit Terms.
 - (ii) sections 92, 95(1)(a), 97, 118(1)(b)(i), 121(4), 130(1)(a), 132(4) and 135(1)(a) of the PPSA will not apply to the enforcement of any PMSI and SI created under these Credit Terms and the Customer waives any rights given to the Customer by, and obligations imposed on the Company in relation to the Customer under, the said sections.
 - (iii) the Customer waives its right to receive notice of a verification statement in relation to any registration event (including registration of a financing statement or a financing change statement) relating to the PMSI and SI created under these Credit Terms under section 157 of the PPSA; and
 - (iv) the Security Agreement created by these Credit Terms may be reinstated on the terms considered appropriate by the Company at its complete discretion.

15. Effect of other terms

These Credit Terms are in no way affected or amended by any other express or implied terms contained in any terms of sale in relation to the goods and services. No terms of the Customer apply to any agreement between the Customer and the Company.

16. Expenses

The Customer must pay to the Company any costs, charges and expenses (including all stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt) incurred by the Company in connection with the entry into these Credit Terms, the exercise or attempted exercise of any power, right or remedy under these Credit Terms and/or the failure of the Customer to comply with these Credit Terms.

17. Service of notices and documents

All notices or documents required to be given to the Company for the purposes of the PPSA must be given in accordance with the PPSA. Any notices or documents required to be given by the Company to the Customer for the purposes of the PPSA or for any other purposes will be effectively “given”, “served” and “delivered” if sent by the Company to the Customer by pre-paid ordinary post to any one of the following addresses:-

- (a) the last address for the Customer known to the Company;
- (b) if the Customer is a Company, the registered office or principal place of business; or
- (c) if the Customer trades under a registered business name, any address contained on a current business extract for that business name.

18. Transactions

The Customer will be liable for all transactions and expenses involving the Customer’s credit account including any fraudulent use of the account by the Customer or any person authorised by the Customer to use the account or the Customer’s employees, agents or contractors. The Customer will also be liable for any fraudulent use of the Customer’s credit account which is directly or indirectly caused or contributed to by the Customer’s negligence.

19. Application of monies received

If the Company receives or recovers money in respect of a debt of the Customer, the Company may use the money to pay off whichever debt or part of a debt the Company chooses and is not compelled to apply the money as directed by the Customer or any other person.

20. Indemnity

The Customer will indemnify the Company in relation to any direct or indirect loss, liability or damage suffered by the Company or any other person as a result of the Customer’s negligence or breach of these Credit Terms.

21. Trusts

These Credit Terms bind the Customer both personally and as trustee of any trusts of which the Customer is a trustee.

22. Joint and several

If the Customer consists of more than one person, the obligations of each person are joint and several.

23. Severance

Each clause, subclause and part of these Credit Terms is separate and independent. If any clause or subclause or part is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.

24. Waiver

Any waiver by the Company must be in writing. In the event that the Company elects not to exercise any of the Company's rights arising in connection with these Credit Terms, the Company's election will not constitute a waiver of any rights relating to any other breach of these Credit Terms.

25. Amendments

These Credit Terms may only be amended with the Company's express written agreement.

26. Assignment

The Customer may not assign any agreement under these Credit Terms without the Company's prior written consent.

27. Governing Law

These Credit Terms are governed by the laws of the state of New South Wales. The Customer submits to and consents to the courts of New South Wales having jurisdiction in relation to these Credit Terms.

28. Definitions

In these Credit Terms unless the context requires otherwise:-

- (a) **"Application"** means the Application for Commercial Credit Trading Account by the Customer to the Company.
- (b) **"Credit Terms"** means the Credit Terms set out in this document.
- (c) **"Customer"** means the customer whose details appear in the Application for Commercial Credit and the Customer's subsidiaries, holding companies and other related entities.
- (d) **"Event of Default"** means any of the following events:-
 - (i) the Customer fails to pay for any goods and services and/or the Customer breaches these Credit Terms;

- (ii) the Customer ceases or threatens to cease carrying on business;
- (iii) if the Customer is a company:
 - an order is made or a resolution is effectively passed for winding up of the Customer, or
 - the Customer resolves to appoint a receiver or provisional liquidator or an administrator, or
 - a receiver or provisional liquidator or an administrator is appointed, or
 - the Customer goes into liquidation or makes an assignment or an arrangement or composition with the Customer's creditors, or
 - the Customer stops payment or is deemed unable to pay the Customer's debts within the meaning of the Corporations Act 2001 (Cth);
- (iv) if the Customer is a natural person:
 - an order is made for the Customer's bankruptcy, or
 - the Customer dies or becomes mentally or physically incapable of managing his or her affairs, or
 - an order is applied for or made to place the assets and affairs of the Customer under administration.
- (e) **"Officer"** means each director, secretary, credit manager and authorised representative of the Company.
- (f) **"goods"** and **"services"** includes all goods and services supplied by the Company to the Customer.

29. Interpretation

- (a) In these Credit Terms, unless the context requires otherwise, all references to a party include the party's successors and permitted assigns.
- (b) No provision of these Credit Terms will be construed adversely against a party solely because the party was responsible for drafting the provision.