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Explanatory notes:

- 1) This application form should be completed by any potential purchaser of *Clear-pak Australia* Pty Ltd goods who wishes to open a credit trading account.
- 2) Unless otherwise required by *Clear-pak Australia* Pty Ltd, this application form only needs to be completed once and then forwarded to *Clear-pak Australia* Pty Ltd or prior to the time of submitting the first purchase order in respect of which credit is requested.
- 3) Prior to this application form being signed where indicated, please ensure that:
 - a) All parts of the application form are fully and correctly completed.
 - b) You carefully read and understand the "Terms and conditions of this Application" set out in section 6 below; and
 - c) You carefully read and understand *Clear-pak's* "Terms & Conditions" attached to this Application which will apply to each invoice rendered by *Clear-pak Australia* Pty Ltd if your Application for commercial credit is approved.

Section 1: THE APPLICANT: ("The Applicant")

Name:

A.B.N. (If applicant is a company)

Business/Trading Name:

Full Business address:

Postcode:

Postal Address:

Postcode:

Email:

Website:

Telephone No:

Facsimile No:

Accounts contact name:

Telephone No:

Description of business:

Date business established:

'CHEP' Acct No:

Bank and Branch details:

Phone No:

Applicant type: (Circle the appropriate)

- a) Sole trader
- b) Partnership
- c) Company
- d) Other (Please specify):

Is the applicant carrying on business as the trustee of any trust? (YES / NO)

If "YES" please specify the name of trust and provide a copy of the trust deed:

Directors/Proprietors Names:

Section 2: MAJOR TRADE REFERENCES

(Note: Three major trade references are required)

a) Name: _____ Contact: _____
Address: _____

Telephone No: _____

b) Name: _____ Contact: _____
Address: _____

Telephone No: _____

c) Name: _____ Contact: _____
Address: _____

Telephone No: _____

Section 3: CREDIT HISTORY

a) Has the applicant ever defaulted under any loan agreement or other credit arrangement? (YES / NO)
If "YES" please specify details: _____

b) Have any of the individuals (see section 2 above) ever declared bankrupt? (YES / NO)
If "YES" please specify details: _____

c) Have any of the individuals ever been a director of a company that has been wound up or had a receiver or administrator appointed? (YES / NO)
If "YES" please specify details: _____

d) Are there any other matters not specified above which could affect *Clear-pak Australia* Pty Ltd (or any other person's) decision to advance credit to the applicant?

Section 4: CREDIT REQUIREMENTS

a) Expected average monthly value of trading account with *Clear-pak Australia* Pty Ltd: \$ _____

b) Estimated credit limit required: \$ _____

Section 5: SIGNATURE OF APPLICANT

In consideration of *Clear-pak Australia* Pty Ltd receiving and considering this Application and in further consideration of any credit that may be provided by *Clear-pak Australia* Pty Ltd to the Applicant, the Applicant in its own capacity and in its trustee capacity (if any) acknowledges and agrees to the terms and conditions set out in section 6 below and further agrees to be bound by Clear-pak's Terms & Conditions attached hereto (which can also be located on Clear-pak's website at www.clear-pak.com.au) in respect of any goods supplied to the Applicant by *Clear-pak Australia* Pty Ltd.

(Please sign at either A or B below, as appropriate)

A.
Signed: _____

Name (print): _____

Date: _____

B.

Sign below if Applicant is a company.

Signed for and on behalf of the Applicant:

Name (print):

Position:

Date:

(If the person signing at A or B above is not the Applicant, he/she represents and warrants that he/she is duly authorised by the applicant to sign this application for and on behalf of the Applicant and in a manner legally binding on the applicant)

C.

Director's to sign below if Applicant is a company (to be bound by clause 8 – see below).

| | |
|-----------------------|-----------------------|
| Signature of Director | Signature of Director |
| Name (print): | Name (print): |
| Date: | Date: |

| | |
|-----------------------------|-----------------------------------|
| For office use only: | |
| Estimated monthly sales: | 'CHEP' Account No. quoted: YES/NO |
| Type of business: | |
| Territory code: | Date Account opened: |
| Credit limit: | Authorised: |
| Account number: | Date: |

Section 6: TERMS AND CONDITIONS OF THIS APPLICATION

1. Definitions

In these Application Terms and Conditions, unless otherwise required:

"Applicant" means the applicant described in section 1 of this form.

"The Application" means the request by the Applicant for commercial credit to be provided by the Company, as set out in this form.

"Clear-pak" means *Clear-pak Australia* Pty Ltd (ABN 64 118 635 957).

"Directors" means, if applicable, the directors of the Applicant set out in section 6 of this form.

"This Form" means this application form as completed by the Applicant and the Directors (if applicable).

"Terms & Conditions" means Clear-pak's standard terms and conditions of sale as amended from time to time. A copy of the terms & Condition is attached hereto and can also be located on Clear-pak's website at www.clear-pak.com.au

2. Contents of this form

2.1 The Applicant represents and warrants as at:

- a) the date this Form is submitted to Clear-pak; and
 - b) each day Clear-pak continues to provide credit in favour of the Applicant,
- that the contents of this Form are fully complete, are true and correct in every particular and are not misleading or deceptive in any way.

2.2 The Applicant must immediately notify Clear-pak in writing as soon as the Applicant becomes aware of any fact, matter or thing which renders or may render any part of this Form incomplete, untrue, incorrect, misleading or deceptive.

2.3 Clear-pak reserves the right to require additional information and material in order to consider the Application.

3. Acceptance of the application

3.1 If Clear-pak accepts (whether fully or in part) the Application, then:

- a) Clear-pak will notify the Applicant of such acceptance and state the credit limit applicable to the Applicant's trading account with Clear-pak ("the Credit Limit"); and
- b) The Applicant must not at any time exceed the Credit Limit.

3.2 Notwithstanding clause 3.1, the Applicant acknowledges and agrees that:

- a) No representations or warranties have been made by Clear-pak or any of its servants or agents in relation to whether or not Clear-pak will accept the Application; and
- b) Clear-pak may in its absolute discretion reject the Application and is under no obligation to provide reasons for any such rejection.

4. Credit Checks

4.1 To the fullest extent permitted by law, Clear-pak may take any steps it considers reasonably necessary (including without limitation disclosing to any person or body information contained in this Form or contacting any of the trade references set out in section 2 of this Form and/or making its own credit checks and inquiries with respect to the Applicant) to assess or better assess the Application or Applicant's credit worthiness.

4.2 Without limiting the generality of clause 4.1, if the Applicant is a natural person, the Applicant acknowledges and agrees that:

- a) Clear-pak may disclose to a credit reporting agency any personal information contained in this Form or in any way related to the Applicant provided that:
 - i) The credit reporting agency would not be prohibited under section 18E(1) of the Privacy Act 1988 (Cth) ("the Act") from including the information in the Applicant's credit information file; and
 - ii) Clear-pak has reasonable grounds to believe that the information is correct.
- b) Clear-pak may obtain from a credit reporting agency a credit report for the purpose of:
 - i) Assessing or better assessing the Application; or
 - ii) In assisting Clear-pak in collecting any overdue payments from the Applicant.
- c) Without limiting the generality of clause 4.2(b), where Clear-pak has obtained a credit report as contemplated under clause 4.2(b), or has obtained information regarding an Applicant from its own inquiries, Clear-pak may, in assessing the Application, use information that:
 - i) Concerns the Applicant's commercial activities or commercial credit worthiness; and
 - ii) Was obtained from a person or body carrying on a business or undertaking involving the provision of information about the commercial credit worthiness of individuals.
- d) Clear-pak may give to any credit provider (as that term is defined in the Act) or other person, or obtain from any credit provider, a credit report obtained in relation to the Applicant or personal information derived from such a credit report for the purpose of:
 - i) Clear-pak assessing or better assessing the Application;
 - ii) Dealing with any overdue payments owing by the Applicant;
 - iii) Clear-pak notifying other credit providers of a default by the Applicant under any credit arrangement with Clear-pak; or
 - iv) Clear-pak otherwise minimising the risk or extent of any default by the Applicant under any credit arrangement with Clear-pak.

5. Condition of sale

5.1 If this Application is accepted and thereafter Clear-pak from time-to-time supplies goods to the Applicant, from the time that Clear-pak raises and delivers to the Applicant an invoice in respect of each such supply of goods, the rights, benefits and obligations of the parties in relation to those goods will be governed by the Terms & Conditions .

5.2 The Terms & Conditions can be located at Clear-pak's website (www.clear-pak.com.au) and a hard copy will be provided to an Applicant upon request, although the absence of a request or access to Clear-pak's website will not affect the operation of clause 5.1.

6. Altered circumstances

If Clear-pak becomes aware of any circumstances which may have affected its decision to accept this Application or in determining a particular credit limit, Clear-pak may by notice in writing to the Applicant amend the terms under which such credit was approved to the Applicant (including without limitation a reduction in the credit limit).

7. Termination

7.1 Clear-pak may, in its absolute discretion, at any time by notice in writing to the Applicant terminate any credit arrangement between Clear-pak and the Applicant.

7.2 If any credit arrangement between Clear-pak and the Applicant is terminated, all moneys owing by the Applicant to Clear-pak will become immediately due and payable.

8. Director's guarantee and indemnity

Where the Applicant is a body corporate and commercial credit is provided by Clear-pak in favour of the Applicant, the directors of the Applicant have signed this Form and by signing this Form agree to jointly and severally agree to guarantee and indemnify and keep indemnified Clear-pak against all claims, actions, demands, liabilities, loss, damage, costs, charges and expenses of whatsoever nature which may be brought against Clear-pak or which Clear-pak may pay, sustain or incur by reason of or in any way connected with:

- i) Any breach by the Applicant of any of the representations, warranties or obligations set out in this Form and/or the Terms & Conditions.
- ii) Any delay or failure by the Applicant to pay in accordance with this Form and/or the Terms & Conditions any monies due and payable under any invoice issued by Clear-pak to the Applicant or otherwise owing by the Applicant to Clear-pak; and
- iii) Any other breach by the Applicant of this Form and/or the Terms & Conditions.

9. Credit restriction

9.1 The Applicant may only use credit provided by Clear-pak for the sole purpose of purchasing goods from Clear-pak pursuant to this Form and the Terms & Conditions and the Applicant must not use any credit provided by Clear-pak for any other purpose including but not limited to any personal, domestic or household purpose.

9.2 Any credit provided by Clear-pak to the Applicant is done so strictly on the basis that the Applicant has complied with and will continue to comply with the terms and conditions of this Form and the Terms & Conditions.

10. Governing law

The terms and conditions of this Form and the Terms & Conditions will be governed by the law enforced from time to time in the state of Victoria.

11. Survival

Clause 8 of this Form shall survive termination of any credit arrangement between the Applicant and Clear-pak and any such termination will not affect any of the parties' rights, benefits and obligations under the Terms & Conditions.

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