

Melbourne Distribution Centre & Showroom  
128-140 Wellington St  
Collingwood VIC 3066  
Call 1300 368 348

Sydney Distribution Centre & Showroom  
Unit 2, Block Y 391 Park Rd  
Regents Park NSW 2143  
Call 02 8874 1800

Brisbane Distribution Centre  
36 Murdoch Circuit  
Acacia Ridge QLD 4110  
Call 07 3290 2166

Adelaide Distribution Centre  
23 Frederick Road  
Royal Park SA 5014  
Call 08 8351 6330

Private and Confidential -  
**Email your completed application to [newapps@alloys.com.au](mailto:newapps@alloys.com.au)**

## Section 1 – Company Details

<b>Company Name:</b>	<b>Year Established:</b>	
<b>Trading Name:</b>	<b>ABN Number:</b>	
<b>Website:</b>	<b>ACN Number:</b>	
<b>Postal Address:</b>		
<b>Delivery Address:</b>		
<b>Tel No:</b>	<b>Mobile No:</b>	<b>Fax No:</b>

## Section 2 – Business Details

**1. Who is your main customer target group? (Please tick one below):**

- |                                    |                                   |   |                                      |
|------------------------------------|-----------------------------------|---|--------------------------------------|
| <input type="checkbox"/> Home User | <input type="checkbox"/> SOHO     | <input type="checkbox"/> Corporate/Government | <input type="checkbox"/> SME         |
| <input type="checkbox"/> Education | <input type="checkbox"/> Graphics | <input type="checkbox"/> Security             | <input type="checkbox"/> Other _____ |

**2. Type of business (Please tick one below):**

- |   |  |  |  |
|---|--|--|--|
| <input type="checkbox"/> Consultant       | <input type="checkbox"/> E-tailer              | <input type="checkbox"/> Retail              | <input type="checkbox"/> System Integrator |
| <input type="checkbox"/> Installer        | <input type="checkbox"/> Photographic Reseller | <input type="checkbox"/> Service/Maintenance | <input type="checkbox"/> VAR               |
| <input type="checkbox"/> Network Services | <input type="checkbox"/> Builder               | <input type="checkbox"/> Software Developer  | <input type="checkbox"/> Wholesaler        |
| <input type="checkbox"/> Other _____      |  |  |  |

**3. Which of the following product categories do you sell (Please tick where applicable):**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Inkjets Printers/Consumer Products | <input type="checkbox"/> Multi-function Laser Printers | <input type="checkbox"/> Audio Visual Products              |
| <input type="checkbox"/> Consumables/Supplies               | <input type="checkbox"/> 3D Printers                   | <input type="checkbox"/> IP Network & Surveillance Products |
| <input type="checkbox"/> Large Format Printers              | <input type="checkbox"/> Document Scanners             | <input type="checkbox"/> Security & Automation Products     |
| <input type="checkbox"/> Digital Cameras                    |  |   |

## Section 3 – Contact Information

Title	Full Name	Email Address	Subscribe to Alloys news and offers?
	<b>Accounts Payable: (required)</b>		<input type="checkbox"/> Yes
	Sales/Marketing:		<input type="checkbox"/> Yes
	Managing Director:		<input type="checkbox"/> Yes
	Purchasing Manager:		<input type="checkbox"/> Yes
	Sales/Branch Manager:		<input type="checkbox"/> Yes
	Other:		<input type="checkbox"/> Yes

## Section 4 – Other Information

How did you hear about Alloys:  Alloys Staff  ARN  Reseller  Vendor  Web  Other

Have you purchased from Alloys in the past:  Yes  No

If yes, which member of the Alloys sales team assisted you:

Is your company part of a buying group:  Yes  No **If yes, which group:**

## Alloys Website Access

### Section 5 - Administrator User - Only 1 per account

User roles and what they can access on the Alloys website:	Administrator	Sales manager	Accounts	Purchasing	Web user
View products & promotions	✓	✓	✓	✓	✓
View accounts & pay invoices	✓	✓	✓	✗	✗
Place orders	✓	✓	✗	✓	✗
Change delivery address	✓	✗	✗	✗	✗
Authorised to add/edit users	✓	✗	✗	✗	✗

The administrator is the primary web access user for your company. **Please Note:** Any future changes or additions to the web account must be approved by the administrator. If the administrator leaves the organisation a new form will need to be completed with the new administrator.

Full name of Web Account Administrator:

Email address:

Telephone no of administrator:

Please note: After your application has been approved, you will receive an email to set your own password.

### Section 6 - Secondary Users

Add secondary users as required. Please be sure to identify the required access levels for each user. Only 1 role per user.

**User 1**

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

Email address: \_\_\_\_\_

Choose access level

Sales Manager  Accounts  Purchasing  Web user

**User 2**

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

Email address: \_\_\_\_\_

Choose access level

Sales Manager  Accounts  Purchasing  Web user

**User 3**

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

Email address: \_\_\_\_\_

Choose access level

Sales Manager  Accounts  Purchasing  Web user

**User 4**

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

Email address: \_\_\_\_\_

Choose access level

Sales Manager  Accounts  Purchasing  Web user

## Signature Required

I understand that this application to open a Trading Account is subject to the approval of Alloys International, and may/may not be approved based on Alloys International's confidential account approval criteria

I hereby state the information provided above is correct and true, and that I agree to the Terms & Conditions in section 12 and section 13 for becoming a reseller of Alloys and for use of the Alloys website.

Signature:

Full Name:

Date:

Position with Company:

**Only complete this page if you require credit terms with Alloys.**

## Section 7 – Company Details

Company Name:

ABN Number:

Trading Name:

ACN Number:

Postal Address:

Tel No:

Mobile No:

Fax No:

Legal Structure:  Sole Trader     Partnership     Pty Ltd Company     Public Company     Other

Current monthly turnover \$

Monthly credit requested \$

## Section 8 - Financial Details

Bank:

Account Name:

BSB Number:

Account Number:

Are business premises:  Owned     Leased

If Owned, are the premises subject to any mortgage or charge?  Yes     No

If yes, provide details:

Are there any other security interests over the business assets?  Yes     No

If yes, provide details:

Does any financial institution, company or person hold any security (or personal guarantee) from the applicant?  Yes     No

If yes, provide details:

Has the applicant or anyone acting as a guarantor for the applicant

1. Been bankrupt or used Part X of the Bankruptcy Act?  Yes     No

2. Owned, controlled or operated a business that has been wound up, had receivers appointed or entered into a scheme for the benefit of creditors?  Yes     No

If yes, provide details:

Trade References (three required)

1. Company Name:

Contact Phone:

Fax:

2. Company Name:

Contact Phone:

Fax:

3. Company Name:

Contact Phone:

Fax:

## Section 9 - Business Certificate

I have attached a business certificate

## Section 10 - Credit Agreement

- 1 In this Credit Agreement:
- "Credit Agreement" means this credit agreement that forms part of the Credit Application;
  - "Customer" means the applicant named in the Credit Application of which this Credit Agreement forms part;
  - "Credit Application" means the credit application of which this Credit Agreement forms part;
  - "ALLOYS means Alloys International Printer & Hardware Division Pty Ltd (A.C.N. 070 112 195); and
  - "T&Cs" means ALLOYS' terms and conditions in the form attached as Annexure 'A' or as may be amended by ALLOYS from time to time with or without prior notice to the Customer.
  - "Notified Credit Limit" means any credit limit on the Customer's account with ALLOYS which may be notified by ALLOYS to the Customer in writing from time to time.
- 2 The Customer agrees the Customer will be bound by the provisions of this Credit Agreement and ALLOYS' T&Cs and acknowledges the Customer has received and reviewed a current copy of ALLOYS T&Cs.
- 3 For the avoidance of all doubt, goods supplied by ALLOYS to the Customer are always supplied pursuant to the terms of ALLOYS' T&Cs even if any document from the Customer (including, e.g. a customer purchase order) purports to exclude or modify ALLOYS' T&Cs or purports to substitute any terms and conditions of the Customer for ALLOYS' T&Cs.
- 4 The Customer agrees that it shall not exceed the Notified Credit Limit when purchasing goods from ALLOYS on credit.
- 5 The Customer agrees to always make full payment of ALLOYS' invoices by the thirtieth day of the month next following the delivery of the goods.
- 6 If the Customer does not strictly comply with the terms of this Credit Agreement or ALLOYS' T&Cs, ALLOYS may take immediate action to recover any money owed by the Customer to ALLOYS.
- 7 The Customer must reimburse ALLOYS for the full amount of any bank fees or other expenses associated with any dishonoured payments or cheques and any legal, debt recovery or other expenses associated with any action by ALLOYS to recover money from the Customer.
- 8 ALLOYS may charge monthly compound interest on any overdue amounts owed by the Customer at a rate of 7% per annum above the Reserve Bank of Australia's cash rate target.
- 9 The Customer declares that any credit provided to the Customer by ALLOYS is to be applied wholly or predominately for commercial and/or investment purposes.
- 10 The Customer acknowledges the Customer has had an opportunity to obtain independent legal and financial advice in relation to this Credit Agreement.
- 11 If the Customer consists of more than one person, each person will be jointly and severally bound by the terms of this Credit Agreement.
- 12 The Customer warrants that all the information set out in the Customer's application for credit is true and correct and the Customer has disclosed to ALLOYS all information relevant to the Customer's application for credit.
- 13 The Customer must immediately provide written notice to ALLOYS if there is any direct or indirect change in the ownership or control of the Customer or any change to the Customer's details set out in the Customer's application for credit.
- 14 The Customer must indemnify ALLOYS in relation to any direct or indirect loss, liability or damage suffered by ALLOYS or any other person as a result of the Customer's breach of this Credit Agreement.
- 15.1 ALLOYS may, before, during or after the provision of credit to the Customer, give the following information about the Customer, to a credit reporting agency:
- identity particulars - name, sex, address (and previous two addresses), date of birth, and name of employer;
  - the Customer's application for credit - the fact that the Customer has applied for credit and the amount;
  - the fact that ALLOYS is a current credit provider to the Customer;
  - payments which are overdue by more than 60 days, and for which debt collection action has started;
  - advice that payments are no longer overdue in respect of any default;
  - information that, in the opinion of ALLOYS, the Customer has committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with credit obligations); and/or
  - dishonoured cheques - cheques drawn by the Customer for \$100 or more which have been dishonoured more than once; for the purposes of obtaining a consumer credit report, and/or allowing the credit reporting agency to create or maintain a credit information file containing information, about the Customer.
- 15.2 ALLOYS may obtain:
- information about the Customer from a person given as a trade reference or a business which provides information about the commercial creditworthiness of persons; and
  - a consumer credit report containing information about the Customer from a credit reporting agency; for the purpose of assessing the Customer's application for credit.
- 15.3 ALLOYS may give a credit report containing information about the Customer to any person:
- who is currently a guarantor; or
  - whom the Customer has indicated is considering becoming a guarantor, for the purpose of a person deciding whether to act as guarantor and/or keeping a guarantor informed about any guarantee.
- 15.4 ALLOYS may exchange information about the Customer with those credit providers and suppliers (including trade references):
- named in this application;
  - named in a consumer credit report issued by a credit reporting agency; and
  - of which ALLOYS is, or becomes, aware, for the purpose of assessing an application for credit, notifying other credit providers (including trade references) of a default, exchanging information with other credit providers (including trade references) as to the status of credit where the Customer is in default with other credit providers (including trade references), and/or assessing the Customer's creditworthiness.
- 15.5 The information obtained or disclosed about the Customer in accordance with this Credit Agreement may include a credit report and anything about the Customer's creditworthiness, credit standing and/or credit history.
- 16.1 This Credit Agreement may only be amended with ALLOYS' express written agreement.
- 16.2 Any waiver by ALLOYS must be express and in writing.
- 16.3 ALLOYS' rights arising out of this Credit Agreement do not exclude any other rights of ALLOYS.
- 16.4 If any provision of this Credit Agreement is unenforceable, the provision will be severed and the remaining provisions will continue to apply.
- 16.5 ALLOYS may assign any rights or benefits under this Credit Agreement to any third party.
- 16.6 The Customer may only assign any rights or benefits under this Credit Agreement with ALLOYS' prior written consent.
- 16.7 This Credit Agreement will be governed by the laws of the state of Victoria in which the address of ALLOYS is located.
- In this Credit Agreement and in the T&Cs:
- 16.8 (a) the singular includes the plural and vice versa, and a gender includes other genders;
- any other grammatical form of a word or expression defined in this Credit Agreement has a corresponding meaning;
  - a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
  - a reference to a party to a document includes the party's executors, administrators, heirs, successors in title, permitted assigns and substitutes;
  - a reference to a person includes a natural person, body corporate, partnership, trust, association or any governmental, administrative or judicial body, tribunal, department, commission, authority, agency, minister, corporation or instrumentality or any other entity;
  - a reference to a statute, ordinance, code or other law includes regulations, rules and other instruments under the statute, ordinance, code or other law and any consolidations, amendments, re-enactments or replacements;
  - a word or expression defined in the Corporations Act has the meaning given to the word or expression in the Corporations Act;
  - the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions;
  - any agreement, representation, warranty or indemnity by two or more parties binds those parties jointly and severally;
  - any undertaking by a party not to do any act or thing will be deemed to include an undertaking not to permit or suffer the doing of that act or thing;
  - a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Credit Agreement or any part of this Credit Agreement; and
  - if a day on or by which an obligation must be performed or an event must occur is not a business day in the location of ALLOYS' address, the obligation must be performed or the event must occur on or by the next business day in the location of ALLOYS' address.

### Signature Required

I understand that this Credit Request is subject to the approval of Alloys International, and may/may not be approved based on Alloys International's confidential account approval criteria

**Details and signatures of all:** [ ] Directors [ ] Partners [ ] Proprietors

**Executed for and on behalf of** (Company name)

(Signature here) X

Date:

**Full name:**

**Date of Birth:**

**Residential Address:**

**Executed for and on behalf of the Customer**

(Signature here) X

**Full name:**

**Date:**

**Residential Address:**

## Section 11 - Deed of Guarantee

- 1 In this Guarantee:
  - (a) "Credit Agreement" means the credit agreement that forms part of the Credit Application;
  - (b) "Customer" means the customer named in the Credit application of which this Guarantee forms part;
  - (c) "Customer's Obligations" means the Customer's obligations in the Credit Agreement and the T&Cs;
  - (d) "Guarantee" means this deed of guarantee, indemnity and charge;
  - (e) "Guarantor" means each person named as guarantor in this Guarantee;
  - (f) "Credit Application" means the credit application of which this Guarantee forms part;
  - (g) "ALLOYS" means Alloys International Printer & Hardware Division Pty Ltd (A.C.N. 070 112 195); and
  - (h) "T&Cs" means ALLOYS' terms and conditions as may be amended by ALLOYS from time to time.
- 2 Each Guarantor requests ALLOYS to supply goods to the Customer in accordance with the Credit Agreement and the T&Cs.
- 3 Each Guarantor unconditionally and irrevocably guarantees the Customer's due and punctual performance of all of the Customer's Obligations.
- 4 Each Guarantor unconditionally and irrevocably indemnifies ALLOYS in relation to all direct and indirect losses, damages, costs and expenses which ALLOYS suffers as a result of the Customer's failure to perform, or delay in performing, any of the Customer's Obligations.
- 5 This Guarantee will continue despite:
  - (a) any variation to the terms of the Credit Agreement or the T&Cs whether with or without the knowledge or consent of the Guarantor(s);
  - (b) any event of insolvency affecting a person or the death of a person;
  - (c) any change in the constitution, membership, or partnership of a person;
  - (d) the partial performance of the Customer's Obligations;
  - (e) any of the Customer's Obligations being invalid or unenforceable at any time;
  - (f) ALLOYS refusing any credit to the Customer;
  - (g) ALLOYS granting any time or other indulgence or concession to the Customer; and/or
  - (h) the release of any Guarantor (if there is more than one Guarantor).
- 6 ALLOYS may enforce this Guarantee without first having to enforce any of ALLOYS' rights against the Customer or having resort to any other guarantee or security in relation to the Customer's Obligations.
- 7 This Guarantee is a principal obligation and is not ancillary or collateral to any other right or obligation.
- 8 This Guarantee is independent of any other guarantee or security in relation to the Customer's Obligations.
- 9 Each Guarantor agrees to grant ALLOYS a charge over the whole of the Guarantor's present and future undertaking, property and assets (including, without limitation, all of the Guarantor's legal and beneficial interests in freehold and leasehold land) as security for any amount owed by the Customer or the Guarantor to ALLOYS and each Guarantor acknowledges ALLOYS may lodge caveats or take any other action to enforce ALLOYS' security over the charged property.
- 10 Each Guarantor acknowledges the Guarantor has had an opportunity to obtain independent legal and financial advice in relation to this Guarantee.
- 11 If there is more than one Guarantor, each Guarantor will be jointly and severally bound by the terms of this Guarantee.
- 12 Each Guarantor warrants that all the information set out in this Guarantee is true and correct and the Guarantor has disclosed to ALLOYS' all information relevant to this Guarantee.
- 13 Each Guarantor must immediately provide written notice to ALLOYS if there is any change to the Guarantor's details set out in this Guarantee.
- 14 Each Guarantor must indemnify ALLOYS in relation to any direct or indirect loss, liability or damage suffered by ALLOYS or any other person as a result of any Guarantor's breach of a Guarantee.
- 15.1 ALLOYS may, before, during or after the provision of credit to the Customer, give the following information about each Guarantor to a credit reporting agency:
  - (a) identity particulars - name, sex, address (and previous two addresses), date of birth, name of employer, and driver's licence number;
  - (b) the Customer's application for credit - the fact that the Customer has applied for credit and the amount;
  - (c) the fact that ALLOYS is a current credit provider to the Customer;
  - (d) payments which are overdue by more than 60 days, and for which debt collection action has started;
  - (e) advice that payments are no longer overdue in respect of any default;
  - (f) information that, in the opinion of ALLOYS, the Guarantor has committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with credit obligations); and/or
  - (g) dishonoured cheques - cheques drawn by the Guarantor for \$100 or more which have been dishonoured more than once; for the purpose of obtaining a consumer credit report, and/or allowing the credit reporting agency to create or maintain a credit information file containing information, about the Guarantor.
- 15.2 ALLOYS may obtain:
  - (a) information about the Guarantor from a business which provides information about the commercial creditworthiness of persons; and
  - (b) a consumer credit report containing information about the Guarantor from a credit reporting agency; for the purpose of assessing whether to accept the Guarantor as a guarantor for credit applied for by, or provided to, the Customer.
- 15.3 ALLOYS may give a credit report containing information about the Guarantor to any person:
  - (a) who is currently a guarantor; or
  - (b) whom the Customer and/or the Guarantor have indicated is considering becoming a guarantor, for the purpose of a person deciding whether to act as guarantor and/or keeping a guarantor informed about any guarantee.
- 15.4 ALLOYS may exchange information about the Guarantor with those credit providers and suppliers (including trade references):
  - (a) named in the Credit Application;
  - (b) named in a consumer credit report issued by a credit reporting agency; and
  - (c) of which ALLOYS is, or becomes, aware, for the purpose of assessing an application for credit, notifying other credit providers (including trade references) of a default, exchanging information with other credit providers (including trade references) as to the status of credit where the Customer and/or the Guarantor are in default with other credit providers (including trade references) and/or assessing the Guarantor's creditworthiness.
- 15.5 The information obtained or disclosed about the Guarantor in accordance with this Guarantee may include a credit report and anything about the Guarantor's creditworthiness, credit standing and/or credit history.
- 16.1 This Guarantee may only be amended with ALLOYS' express written agreement.
- 16.2 Any waiver by ALLOYS must be express and in writing.
- 16.3 The ALLOYS' rights arising out of this Guarantee do not exclude any other rights of ALLOYS.
- 16.4 The actions of any person claiming to have the Guarantor's authority will bind the Guarantor to the extent permitted by law.
- 16.5 If any provision of this Guarantee is unenforceable, the provision will be severed and the remaining provisions will continue to apply.
- 16.6 The Guarantor must immediately provide written notice to ALLOYS if there is any direct or indirect change in the ownership or control of the Guarantor.
- 16.7 ALLOYS may assign any rights or benefits under agreement under this Guarantee to any third party.
- 16.8 The Customer may only assign any rights or benefits under any agreement under this Guarantee with ALLOYS' prior written consent.
- 16.9 Time is of the essence in respect of the Guarantor's obligations in this Guarantee.
- 16.10 This Guarantee shall be valid as against any Guarantor who signs it, and even if another intended Guarantor fails to sign.
- 16.11 This Guarantee will be governed by the laws of the state of Victoria.
- 16.12 In this Guarantee:
  - (a) the headings will not affect interpretation of this Guarantee;
  - (b) the singular includes the plural and vice versa, and a gender includes other genders;
  - (c) any other grammatical form of a word or expression defined in this Guarantee has a corresponding meaning;
  - (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
  - (e) a reference to a party to a document includes the party's executors, administrators, heirs, successors in title, permitted assigns and substitutes;
  - (f) a reference to a person includes a natural person, body corporate, partnership, trust, association or any governmental, administrative or judicial body, tribunal, department, commission, authority, agency, minister, corporation or instrumentality or any other entity;
  - (g) a reference to a statute, ordinance, code or other law includes regulations, rules and other instruments under the statute, ordinance, code or other law and any consolidations, amendments, re-enactments or replacements;
  - (h) a word or expression defined in the Corporations Act has the meaning given to the word or expression in the Corporations Act;
  - (i) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions;
  - (j) any agreement, representation, warranty or indemnity by two or more parties binds those parties jointly and severally;
  - (k) any undertaking by a party not to do any act or thing will be deemed to include an undertaking not to permit or suffer the doing of that act or thing;
  - (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Guarantee or any part of this Guarantee; and
  - (m) if a day on or by which an obligation must be performed or an event must occur is not a business day in the location of ALLOYS address, the obligation must be performed or the event must occur on or by the next business day in the location of ALLOYS address.

### Signature Required

Signed, Sealed and Delivered by Guarantor:

(Signature here) X

Full name:

Date:

Witnessed by:

(Signature here) X

Full name:

Date:



## Section 12 - Annexure 'A' to Credit Agreement Terms and Conditions of Sale

### Interpretation

1. In these conditions:
  - a) Accession means an "Accession" as defined in PPSA 2009.
  - b) Account means an "Account" as defined in s 10 of PPSA 2009.
  - c) Agreement means any agreement for the sale of goods by ALLOYS to the Buyer.
  - d) ALLOYS means Alloys International Printer & Hardware Division Pty Ltd (ACN 070 112 195).
  - e) Amendment Demand means a demand that a registration of a Security Interest be amended in accordance with PPSA 2009.
  - f) Buyer means the purchaser of the Goods - being the applicant named in the Reseller Credit Application to which these Terms are attached
  - g) Collateral means any personal property provided by the Buyer to ALLOYS to secure payment of the Buyer's debts or performance of the Buyer's obligations.
  - h) Commingled Goods means "Commingled Goods" as defined in s 10 of PPSA 2009.
  - i) Control means "Control" as defined in ss 25-29 of PPSA 2009.
  - j) Debtor means "Debtor" as defined in s 10 of PPSA 2009.
  - k) Financing Change Statement means a "Financing Change Statement" as defined in s 10 of PPSA 2009.
  - l) Financing Statement means a "Financing Statement" as defined in PPSA 2009.
  - m) "Goods" means any items of whatever nature which are sold by ALLOYS to the Buyer.
  - n) Inventory means "Inventory" as defined in s 10 of PPSA 2009.
  - o) Notified Credit Limit: means any credit limit on the Buyer's account with ALLOYS which may be notified by ALLOYS to the Buyer in writing from time to time.
  - p) Notified Credit Period: means any period of credit which may be notified by ALLOYS to the Buyer in writing from time to time.
  - q) Possession means "Possession" as defined in s 24 of PPSA 2009.
  - r) PPSA 2009 means the Personal Property Securities Act 2009 (Cth), as amended from time to time.
  - s) Proceeds means "Proceeds" as defined in s 31 of PPSA 2009.
  - t) Processed goods means Commingled Goods as defined in s 10 of PPSA 2009.
  - u) Purchase Money Security Interest or PMSI means a "Purchase Money Security Interest" as defined in s 14 of PPSA 2009.
  - v) Registration Event means "Registration Event" as defined in s 155 of PPSA 2009.
  - w) Secured Party means the person owed the obligation secured by the Security Interest.
  - x) Security Interest means a Security Interest as defined in s 12 of PPSA 2009 and it includes the interests provided for in s 12(3) of PPSA 2009.
  - y) Terms means these Terms and Conditions of Sale.

### Basis of Agreement

2. Unless otherwise agreed by ALLOYS in writing, the Terms apply exclusively to every Agreement and cannot be varied or replaced by any other terms, including the Buyer's terms and conditions of purchase (if any).
3. The Terms may include additional terms in ALLOYS' quotation which are not inconsistent with the Terms.
4. ALLOYS in its absolute discretion may refuse to accept any offer.
5. The Buyer acknowledges that:
  - (a) it has not relied on any advice, recommendation, information or assistance provided by ALLOYS for any purpose in relation to the Goods or their use or application;
  - (b) it has not made known, either expressly or by implication to ALLOYS any purpose for which it requires the Goods and it has the sole responsibility of satisfying itself that the Goods are suitable for the Buyer's use.
6. ALLOYS may vary these Terms by written notice to the Buyer at any time. Publication on ALLOYS' website ([www.alloys.com.au](http://www.alloys.com.au)) of terms at variance with the Terms shall be deemed to be written notice to the Buyer on the date on which the Buyer first logs into its account on that website following the variance. Any variations will apply to orders placed by the Buyer after the notice date.
7. Nothing in these Terms shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Australian Consumer Law) and which by law cannot be excluded, restricted or modified.
8. If any provision or portion of any provision of the Terms is held to be unenforceable or invalid by a court of competent jurisdiction, the offending provision or part thereof shall be read down to the extent necessary to give it legal effect, or shall be severed if it cannot be read down, and the remaining part and provisions of the Terms shall remain in full force and effect.

### Prices

9. Prices quoted for the supply of Goods exclude GST and any other taxes or duties imposed on or in relation to the Goods.

10. If the Buyer requests any variation to the Agreement, ALLOYS may change the price of the Goods to account for the variation.

11. Where there is any change in the costs incurred by ALLOYS in relation to the Goods (including, without limitation, in the price payable by ALLOYS to its supplier for the Goods), ALLOYS may vary its price for the Goods at any time prior to delivery in order to take account of any such change, by notifying the Buyer.

### Payment

Notified Credit Period or, if there is no Notified Credit Period, 7 days after the date on which the Goods are delivered.

13. Notwithstanding clause 12, unless a credit account with ALLOYS is in place prior to dispatch and the price for the Goods will not cause the Buyer to exceed the Notified Credit Limit, payment must be made by way of cleared funds before delivery or (where the price of the Goods is less than \$1,000) cash on delivery.

14. A 1% (including GST) surcharge will apply if payment is made by a credit card accepted by ALLOYS.

### Payment Default

15. If the Buyer defaults in payment by the due date of any amount payable by ALLOYS, then all money which would become payable by the Buyer to ALLOYS at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Buyer. The Buyer shall pay to ALLOYS its costs of and incidental to the recovery of such amounts as may be due and payable including all mercantile and like fees and legal fees (charged at the solicitor's normal hourly rates) and charges on a full indemnity basis and any filing fees, stamp duty, taxes or any other fees payable, assessed or incurred in relation to such recovery process.

### Passing of Property

16. Until ALLOYS receives full payment in cleared funds for all Goods supplied by it to the Buyer under any Agreement, as well as all other amounts owing to ALLOYS by the Buyer, title and property in the Goods remains vested in ALLOYS and do not pass to the Buyer.

### Unpaid Seller's Rights

17. Notwithstanding anything to the contrary contained in these Terms, PPSA 2009 applies to these Terms.

18. ALLOYS has a Purchase Money Security Interest (a PMSI) in the Goods and ALLOYS' Security Interest shall extend to the Proceeds (including any Accounts and Accessions).

19. The Buyer agrees to execute any documents, provide all relevant information and full co-operation to ALLOYS to ensure that ALLOYS has a Security Interest in the Buyer's personal property and, if applicable, a Purchase Money Security Interest.

20. The Buyer agrees that any payments by the Buyer shall be appropriated first towards the discharge of any non-PMSI debts which the Buyer owes ALLOYS and any such payments shall only be appropriated to PMSI debts when the non-PMSI debts have been discharged in full.

21. Whenever ALLOYS asks the Buyer to do anything to better secure any Collateral which secures or is intended to secure the supply of Goods to the Buyer under this Agreement the Buyer must do it immediately at the Buyer's own cost. This may include signing and delivering documents (including new security documents) and anything else that ALLOYS requires to ensure that ALLOYS has perfected Security Interests giving ALLOYS priority in the Collateral under the PPSA 2009.

22. The Buyer must pay ALLOYS' costs of any discharge or amendments of any Financing Statement or Financing Change Statement.

23. The Buyer agrees that ALLOYS may take whatever action it thinks is appropriate to ensure that ALLOYS has first-ranking priority in the Collateral and the Buyer agrees to indemnify ALLOYS for any costs ALLOYS incurs in doing this (for example by registering a Financing Statement or a Financing Change Statement at the Buyer's cost).

24. The Buyer agrees that where ALLOYS has any rights in addition to those conferred by Chapter 4 of PPSA 2009 those rights continue to apply.

25. The Buyer must immediately upon ALLOYS' request procure from any person ALLOYS considers to be relevant to its security position such agreements and waivers as ALLOYS may at any time require.

26. The Buyer must provide ALLOYS within two business days of ALLOYS' written request copies of all documents granting Security Interests registered over the Buyer's personal property and any Security Interests perfected by Possession or Control within the meaning of PPSA 2009. The Buyer hereby authorizes ALLOYS, as the Buyer's agent, to request any information under s 275 of PPSA

2009 from any Secured Party relating to any Security Interest which is held in any of the Buyer's personal property or any personal property which is or has been in the Buyer's Possession or Control.

27. The Buyer must immediately notify ALLOYS in writing of any change in the Buyer's name or ACN or ABN or other identifying characteristics of the Buyer or the Goods.

28. The Buyer must not file, lodge or serve a Financing Change Statement or an Amendment Demand without ALLOYS' prior written consent.

29. The Buyer must give ALLOYS not less than ten business days prior written notice of any proposed change in the Buyer's name and/or any other change in the Buyer's details (including the Buyer's address, email address, facsimile number or business practice)

30. The Buyer must immediately advise ALLOYS of any material change in the Buyer's business practices of selling the Goods or the Collateral which would result in a change in the nature of proceeds derived from such sales

31. If the Buyer processes the Goods supplied by ALLOYS and commingles them with other property ALLOYS will have a Security Interest in any Processed or Commingled Goods including the Goods.

32. If any amounts due and owing under this agreement remain unpaid or if the Buyer is in breach of any of its obligations under this Agreement, then the Buyer authorizes ALLOYS or ALLOYS' agent or other authorized representative to enter the Buyer's premises as invitee to recover and resell any or all of the Goods.

33. The Buyer must not move the Goods outside Australia without ALLOYS' prior written consent

### Contracting out of PPSA 2009 Rights

34. The Buyer agrees that the Goods are not intended, and shall not be used, for personal, household or domestic use.

35. The Buyer agrees that nothing in ss. 117(3), 130(1)(a) and 143 of PPSA 2009 will apply to this Agreement, or the Security Interest created or arising under this Agreement.

36. The Buyer agrees to waive its rights to do any of the following:

- a) request a statement of account under s 132(4) of PPSA 2009 if there is not disposal of the Goods;
- b) give notice objecting to ALLOYS' proposal to retain any of the Goods under s.137 of PPSA 2009;
- c) give a notice objecting to ALLOYS' proposal to dispose of the Goods under s.137 of PPSA 2009;
- d) receive notice of removal of an Accession under s.95 of PPSA 2009;
- e) refuse permission to remove an Accession until ALLOYS has given adequate security for reimbursement for any damage caused by the removal under ss 94 and 95 of PPSA 2009;
- f) object to, or seek redress for, any damage or inconvenience caused by ALLOYS' removal of an Accession;
- g) apply to a court under s 97 of PPSA 2009 for an order postponing the removal of an Accession or determining the amount payable to ALLOYS under s 97 for the retention of the Accession;
- h) receive a verification statement or notice in relation to Registration Events from ALLOYS under s 157(3)(b) of PPSA 2009;
- i) receive a notice from ALLOYS under s 118(1)(b)(i) of PPSA 2009;
- j) receive a notice from ALLOYS under s 121(4) of PPSA 2009;
- k) receive a notice from ALLOYS of seizure of the Goods under s 123(2) of PPSA 2009;
- l) complain of, or seek redress for, any damage, cost or inconvenience caused by ALLOYS in taking apparent Possession of the Goods under s 126 of PPSA 2009;
- m) receive a notice from ALLOYS of its intention to purchase the Goods under s 129(1)(a) of PPSA 2009;
- n) object to ALLOYS' proposal to purchase the Goods under s 129(2)(b) of PPSA 2009;
- o) receive a notice of disposal of the Goods under s 130 of PPSA 2009;
- p) receive a statement of account showing the amounts paid to other secured parties after disposal of the Goods under s 132(3)(d) of PPSA 2009;
- q) receive a statement of account if there is no disposal of the Goods under s 132(4) of PPSA 2009;
- r) receive a notice from ALLOYS of retention of the Goods under ss 134 and 135 of PPSA 2009;
- s) redeem the Goods under s 142 of PPSA 2009;
- t) reinstate this contract under s 143 of PPSA 2009.

### ALLOYS' quotations

37. Any quotation provided by ALLOYS to the Buyer for the proposed supply of Goods is:
  - (a) valid for 14 days;
  - (b) an invitation to treat only; and
  - (c) only valid if in writing.

## Section 12 - Annexure 'A' to Credit Agreement Terms and Conditions of Sale continued

### Shortages and Returns

38. The Buyer waives any claims for shortages, damage or non-compliance with the specifications in the Agreement unless the Buyer notifies ALLOYS in writing with full details within 7 days of delivery of the Goods; otherwise the Buyer is deemed to have accepted the Goods.

39. When any claim for shortages, for Goods damaged or for non-compliance with the Agreement specifications is accepted by ALLOYS, ALLOYS may, at its option, replace the Goods or refund the price of the Goods.

40. ALLOYS will not under any circumstances accept Goods for return that have been used or altered in any way.

41. The Buyer must obtain ALLOYS' prior written approval for the return of Goods together with a Return Authorisation Number from ALLOYS and must pay all charges associated with the return of the Goods unless ALLOYS accepts that the reasons stated for the return are due to its fault.

### Specifications and drawings

42. All specifications, drawings, illustrations, descriptive matter and particulars contained in ALLOYS' quotations, price lists, catalogues, website and marketing or other documents are indicative only, do not form part of the Agreement, and are not contractual representations or warranties of any kind.

### Performance

43. Any performance figures given by ALLOYS are estimates only. ALLOYS is under no liability for damages for failure of the Goods to attain such figures unless specifically guaranteed in writing. Any such written guarantees are subject to the recognised tolerances applicable to such figures.

### Delivery

44. (a) The delivery times made known to the Buyer are estimates only,

- not a contractual commitment, and ALLOYS is not be liable for late delivery or non-delivery.
- (b) ALLOYS is not liable for any loss, damage or delay occasioned to the Buyer or its customers arising from late or non-delivery of the Goods.
- (c) ALLOYS may at its option deliver the Goods to the Buyer in any number of instalments unless there is an endorsement on the Buyer's order to the effect that the Buyer will not take delivery by instalments.
- (d) If ALLOYS delivers any of the Goods by instalments, and any one of those instalments is defective for any reason:
- (1) it is not a repudiation of the contract of sale formed by this Agreement and
  - (2) the defective instalment is a severable breach that gives rise only to a claim for compensation.

45. ALLOYS will engage a courier, at the Buyer's expense, to deliver the Goods unless ALLOYS and the Buyer have agreed in writing that the Buyer will collect the Goods from ALLOYS' warehouse and the Goods are so collected within 7 days of being advised they are ready.

46. The Buyer will be responsible for all costs associated with delivery, including freight, insurance and other charges arising from uploading the Goods to the Buyer's point of delivery.

### Risk and Insurance

47. The risk in the Goods and all insurance responsibility for theft, damage or otherwise will pass to the Buyer immediately on the Goods being delivered to the Buyer or taken from ALLOYS' premises

### Manufacturer's Guarantee

48. The Buyer acknowledges that the Goods have not been manufactured by ALLOYS. The Buyer accepts the guarantee of the manufacturer of those Goods and acknowledges that it is the only guarantee given to the Buyer in respect of the Goods. ALLOYS agrees to assign to the Buyer on request made by the Buyer the benefit of any warranty or entitlement to the Goods that the manufacturer has granted to ALLOYS under any contract or by

implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable.

### Limitation of Liability

49. Except as provided in these Terms, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded. ALLOYS is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the Goods or arising out of ALLOYS' negligence or in any way whatsoever.

50. ALLOYS shall not be liable to the Buyer or the Buyer's servants or agents or representatives of the Buyer for any direct, indirect, incidental or consequential loss or damage of any nature howsoever caused (whether based on tort, contract or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour

### Cancellation

51. If ALLOYS is unable to deliver the Goods then it may cancel the Buyer's order (even if it has been accepted), without penalty, by written notice to the Buyer.

52. No purported cancellation or suspension of any order by the Buyer is binding on ALLOYS once the order has been accepted.

### Choice of law and courts

- 53.
- (a) This Agreement is made in Victoria and is subject to the laws of Victoria.
  - (b) The parties submit all disputes arising between them to the courts in Victoria and any court competent to hear appeals from those courts of first instance.

## Section 13 - Alloys Website Access Terms and Conditions

### 1. Definitions and Interpretation

1.1 The following definitions apply. "Administration User" means the representative of the Reseller appointed by the Reseller and having authority to appoint Users and nominate the functions of the Facility that each User is to be permitted to access on the Reseller's behalf. "Alloys International" means Alloys International Printer and Hardware Division Pty Ltd ACN 534566 842 of 1B-1C Marine Parade, Abbotsford, Victoria 3067. "Facility" means the Alloys On-Line system incorporating "ordering", "webaccount maintenance", "on-line catalogue" modules located at the internet website [www.alloysonline.com.au](http://www.alloysonline.com.au) or at any website nominated by Alloys International from time to time. "Reseller's Logon" means the username and password issued by Alloys International to Reseller under which Reseller is granted access to the Facility. "User" means a representative of Reseller authorised to access the Facility and operate the Facility under Reseller's Logon and includes the Administration User.

- 1.2
- (a) A reference in these terms and conditions to Reseller includes where the context permits all persons authorised to operate the Facility under Reseller's Logon.
  - (b) A reference in these terms and conditions to the use of the Facility by the Reseller includes all transactions undertaken under the Reseller's Logon.

### 2. Privacy Policy

Access to the Facility by the Reseller is subject to Alloys International's Privacy Policy. Alloys International's Privacy Policy is located at the internet website [www.alloys.com.au/privacy.asp](http://www.alloys.com.au/privacy.asp)

### 3. Security

- 3.1 Reseller acknowledges that the Administration User may enable Users to use the Facility and undertake transactions that are legally binding on and/or have other important consequences for Reseller, including but not limited to:
- (a) The disclosure of Reseller's confidential information to User including information in relation to Reseller's credit status with Alloys International; and
  - (b) Enter into legally binding contracts on Reseller's behalf for the purchase of Products from Alloys International. Reseller further acknowledges that access to the Facility and the functions available within the Facility is controlled by:
    - (i) Company Code, User Name and password issued by Alloys International to the Administration User at the request of the Reseller; and
    - (ii) Company Code, User Name and password issued to the Users by the Administration User.

- 3.2
- (a) Reseller must ensure that all Users keep all Company Code, User Name and password information strictly confidential.
  - (b) Reseller accepts full responsibility and liability for all transactions undertaken by Reseller and Users on the Facility.

3.3 Subject to Clause 3.4, Reseller's responsibility and liability under Clause 3.2 shall be absolute and includes circumstances where a User's password has been lost or revealed to any third party.

3.4 Reseller's responsibility and liability for the use of the Facility by a User shall not cease until Alloys International receives written notice from the Reseller (and Alloys International has acknowledged receipt of such notice) that the User's password has or may have been compromised or that the access to the Facility by the User is to be terminated.

3.5 Subject to Clause 3.4, the Reseller agrees that Alloys International shall not be responsible for and releases Alloys International from liability in respect of any loss or damage to the Reseller as a result of the use of the Facility by the Reseller.

3.6 Subject to Clause 3.4, the Reseller indemnifies and keep indemnified Alloys International from and against all liabilities actions claims demands losses damages proceedings costs charges and expenses for which Alloys International shall or may be or become liable as a result of offering the Facility for use by the Reseller.

### 4. Use of Facility

4.1 Alloys International gives no warranty that any product ordered by the Reseller under the Facility is fit for any specific purpose.

Reseller shall be liable to ensure that a product or product configuration is fit for the purpose required by the Reseller's customer.

4.2 Alloys International gives no warranty or representations in relation to the accuracy of pricing of any product provided by the Facility. Alloys International reserves the right to change the pricing of any product at anytime with or without prior notice to the Reseller.

4.3 Orders placed under the Facility represent offers by Reseller for the purchase of products and are subject to acceptance by Alloys International in writing or by the delivery of the products. For the avoidance of doubt, a user's order confirmation displayed on this website or sent to the Reseller by email does not constitute acceptance.

### 5. Facility Availability and Performance

5.1 Alloys International makes no representation and gives no warranty with respect to the availability or performance of the Facility and shall have no liability in relation to the performance or availability of the Facility.

5.2 Alloys International reserves the right to modify amend and/or discontinue the Facility at any time in which event Reseller shall have no claim whatsoever against Alloys International.

### 6. General

6.1 The Facility is provided "as is" and "as available" and Alloys International makes no warranty or representations in relation to the accuracy of any content of the Facility. Alloys International assumes no liability for any errors or omissions in the content of the Facility.

6.2 Alloys International will in no event be liable for damages arising as a result of Reseller's use of this site.

6.3 The use of the Facility shall be exclusively governed by the Laws of Victoria, Australia and all disputes arising from or relating to the use of the Facility are exclusively subject to the Courts of Victoria, Australia.

### 7. Intellectual Property

7.1 Reseller should assume that all content on the Facility is copyrighted and that it may not be used without Alloys International's prior written consent.

### 8. Encryption

8.1 Information or data sent to or received from the Facility is encrypted over a 128 bit SSL connection. Details of other security measures can be found at [www.alloysonline.com.au/privacy.asp](http://www.alloysonline.com.au/privacy.asp). Alloys International otherwise makes no representation or warranty with respect to the security or confidentiality of material transmitted through the Facility.

### 9. No Partnership

9.1 Reseller acknowledges and agrees that it is not in partnership with Alloys International and that the words "Alloys On-Line" shall not be construed to the effect that Reseller and Alloys International are partners or are in partnership including but not limited to under the Partnership Act or equivalent legislation.

9.2 Reseller must not claim and must not make any representation whatsoever that may be construed to the effect that Reseller is a partner of or is in partnership with Alloys International. Without limiting the generality of this Clause 9.2 Reseller must not use the term "partner" "partnership" or like term in any representation or description made to any person with respect to the relationship between Reseller and Alloys International including with respect to the participation by Reseller in the Facility.

9.3 Reseller indemnifies and keep indemnified Alloys International from and against all liabilities actions claims demands losses damages proceedings costs charges and expenses for which Alloys International shall or may be or become liable as a result of any claim made against Alloys International by any person on the basis that Alloys International is a partner or is in partnership with Reseller.