



COMMERCIAL CREDIT APPLICATION

(including terms & conditions of trading and guarantee and indemnity)

(Please read this application carefully and ensure all questions are answered fully. Incomplete Applications will not be considered.)

THIS AGREEMENT is made on the day and year hereinafter stated.

BETWEEN: Perpetual Dynamics Pty Ltd (ABN 69 629 549 113) its successors and assigns collectively or individually ("Perpetual Dynamics")

AND: THE CUSTOMER named and described in the company details below and if an individual(s), its personal representatives and permitted assigns and if a corporation, as successors and assigns, jointly and each of them severally ("the Customer")

IN CONSIDERATION OF Perpetual Dynamics Pty Ltd agreeing to consider the Customer's Credit Application, the Customer AGREES that if Perpetual Dynamics Pty Ltd accepts the Application, and gives the Customer a Credit Account ("Credit Account"), then the Customer shall be bound by the terms and conditions set out in the section of this Agreement marked and headed Terms and Conditions of Trading for each and every transaction and dealing between the Customer and Perpetual Dynamics Pty Ltd.

NOTES FOR GUIDANCES – ALL PARTS ARE TO BE COMPLETED

PART A – Company Information and Contact Information

PART B – Partners, Sole Traders or Directors Information and Trade Account References

PART C – Signatures of Partners, Sole Traders or Directors

PART D – Guarantee and Indemnity – Must be read and understood.

PART E – Terms and Conditions of Trading – Must be read and understood.



PART A – MUST BE COMPLETED
COMPANY INFORMATION
Business Type: Corporate Entity Sole Trader Trustee Partnership Government Entity

Australian Business Number (ABN):
Australian Company Number (ACN):
Full Trading Name:
Registered Business Name:
Name of Trustee (if applicable):
ACN:
Delivery Address:
Suburb / City:
State:
Post Code:
Postal Address:
Suburb / City:
State:
Post Code:
Nature of Business Conducted:
Date Commenced Business:
Credit Limit Required:
Terms Requested: 30 Days NET 30 Days EOM OTHER (*please specify*) _____

CONTACT INFORMATION
Accounts Contact Name:
Phone:
Email:
Purchasing Contact Name:
Phone:
Email:
Sales Contact Name:
Phone:
Email:
Other Contact Name:
Phone:
Email:
Other Contact Name:
Phone:
Email:

PART B – MUST BE COMPLETED

PARTNERS, SOLE TRADERS OR DIRECTORS INFORMATION		
1.	Name:	Date of Birth:
	Phone:	Drivers Licence No:
	Private Address:	
2.	Name:	Date of Birth:
	Phone:	Drivers Licence No:
	Private Address:	
3.	Name:	Date of Birth:
	Phone:	Drivers Licence No:
	Private Address:	

TRADE ACCOUNT REFERENCES		
1.	Company Name:	Contact Name:
	Phone:	Email:
2.	Company Name:	Contact Name:
	Phone:	Email:
3.	Company Name:	Contact Name:
	Phone:	Email:
4.	Company Name:	Contact Name:
	Phone:	Email:

PART C – MUST BE COMPLETED

I/We on behalf of the Customer accept and agree to be bound by these Terms and Conditions of Trading (as amended from time to time) at all times.

PROPRIETOR(S) OF BUSINESS	WITNESS
Full Name:	Full Name:
Signature:	Signature:
Date:	Date:

Full Name:	Full Name:
Signature:	Signature:
Date:	Date:

Note: By signing this Agreement the signatory warrants that he/she has read, understood, accepted the agreement and is authorised to do so on behalf of the Customer.

PART D – GUARANTEE AND INDEMNITY

This deed is made on the day and year hereinafter stated

In consideration of Perpetual Dynamics Pty Ltd (ABN 69 629 549 113) (“Perpetual Dynamics”) at the request of the party or parties named in item 1 of the schedule hereto (“the guarantor”) providing goods and services from time to time on credit to the party or parties named in item 2 of the schedule hereto (“the customer”), the guarantor unconditionally and irrevocably, covenants and agrees with Perpetual Dynamics Pty Ltd as follows:

- a) The guarantor hereby guarantees the due and punctual payment by the customer to Perpetual Dynamics Pty Ltd of all moneys which the customer may now or in the future be liable to pay to Perpetual Dynamics Pty Ltd in connection with the provision of goods and services by Perpetual Dynamics Pty Ltd to the customer and the performance by the customer of the customer’s obligations under the conditions of this agreement headed credit trading terms and hereby indemnifies Perpetual Dynamics Pty Ltd against all loss including unpaid moneys and damage suffered or incurred by Perpetual Dynamics Pty Ltd by reason of the customer failing to pay Perpetual Dynamics Pty Ltd moneys or to perform in accordance with the conditions of this agreement headed terms and conditions of trading.
- b) If there is more than one guarantor, “guarantor” means both of them collectively and each of them individually and the guarantors covenants are joint and several.
- c) This deed is a continuing and irrevocable guarantee and indemnity until the guarantor is expressly released from the guarantor’s obligations by Perpetual Dynamics Pty Ltd.
- d) The guarantor’s obligations under this deed are unconditional and not affected by the following:
 - i) Any change in the legal capacity, rights or obligations of the guarantor or customer.
 - ii) The fact that Perpetual Dynamics Pty Ltd releases varies or fails to deal with any guarantee or indemnity or grants any concession to any co-guarantor or customer.
 - iii) The death, mental or physical disability or insolvency of a co-guarantor or the customer.
- e) The obligations of the guarantor under this deed are principal obligations and Perpetual Dynamics Pty Ltd is not required to take action or make a demand of the customer prior to enforcing the obligations of the guarantor pursuant to this guarantee.
- f) The guarantor as beneficial owner hereby charges all of the guarantor’s land (including land acquired in the future) in favour of Perpetual Dynamics Pty Ltd by way of security for the payment of the moneys hereby guaranteed and authorises Perpetual Dynamics Pty Ltd to register a caveat over the guarantor’s land.
- g) Perpetual Dynamics Pty Ltd may at any time, without notice, refuse or limit further credit or suspend or terminate the supply of goods or services, or the granting of any rights, by Perpetual Dynamics Pty Ltd to the customer, or may grant time or any other indulgence to the customer without discharging the guarantor from liability under this guarantee.
- h) Perpetual Dynamics Pty Ltd has collected and may in the future further collect corporate and personal information about the customer and/or its guarantors/directors/officers/partners to assess the customer’s credit application and provide the customer with the credit account and to assess any future applications for the provision of goods and/or services. Perpetual Dynamics Pty Ltd may also use the corporate or personal information collected to carry out marketing activities, research, and product development. The corporate and/or personal information collected may also be disclosed to organisations to which Perpetual Dynamics Pty Ltd outsources certain functions such as information technology providers, specialist advisers, accountants, and solicitors. From time to time Perpetual Dynamics Pty Ltd may also need to disclose the corporate and/or personal information collected to mortgage insurers, general insurers, valuers, debt collection agencies and government authorities. Pursuant to the privacy act (1988) (cth) Perpetual Dynamics Pty Ltd will upon request make available to the customer and/or its guarantors/directors/officers/partners details of the information it has collected in respect of that particular requesting party and details about the parties to whom that information has or may be supplied.
- i) The guarantor shall pay all Perpetual Dynamics Pty Ltd costs, fees and expenses associated with this deed and the enforcement of this deed and all stamp duty payable on this deed.
- j) The guarantor has, prior to signing or execution of this deed obtained independent legal advice and/or had the opportunity to obtain independent legal advice as to the guarantor’s obligations and the true meaning, nature, and effect of this document.

TERMS AND CONDITIONS OF TRADING

1. Perpetual Dynamics Pty Ltd may, at its absolute discretion, sell or supply goods or services (“the goods”) to the Customer, as requested by the Customer from time to time, on credit.
2. The Customer will, without further notice from Perpetual Dynamics Pty Ltd, pay the whole amount of any debit balance shown on an invoice (“Amount(s) Payable”) on or before the 30th day from when the invoice was issued (“the Due Date”). Without limiting the generality of the foregoing, the expression Amount(s) Payable shall include any service fee or accounting administration fee or any other charge, cost, or expense payable by the Customer to Perpetual Dynamics Pty Ltd pursuant to this Agreement.
3. The Customer acknowledges and agrees that:
 - 3.1. Perpetual Dynamics Pty Ltd may without notice set or change or limit credit in relation to the Credit Account and Perpetual Dynamics Pty Ltd agreement to open the Credit Account does not entitle the Customer to any particular amount of credit.
 - 3.2. Perpetual Dynamics Pty Ltd may without notice refuse to open a Credit Account, close a Credit Account and/or refuse to extend any further credit to the Customer on any account; and
 - 3.3. Perpetual Dynamics Pty Ltd may without notice refuse or limit further credit or suspend or terminate the supply of goods or services or the granting of any rights under this Agreement where any Amount(s) Payable on any Credit Account whatsoever, remain(s) unpaid after the due date.
4. The Customer acknowledges and agrees that:
 - 4.1. the goods are at the Customer’s risk from:
 - a) Where the goods are to be delivered, from the time they are placed on the vehicle to transport them from Perpetual Dynamics Pty Ltd premises; or
 - b) where the goods are to be collected, from notification by Perpetual Dynamics Pty Ltd that the goods are available for collection, and in any case despite any subsequent return or re-taking of possession by Perpetual Dynamics Pty Ltd.
 - 4.2. Without limiting the generality of clause 4.1, whether or not the risk has passed, Perpetual Dynamics Pty Ltd is under no liability in respect of any damage caused to, or any deterioration of, the goods during the course of transit and Fire Perpetual Dynamics Pty Ltd by the terms of this agreement expressly excludes any implied undertaking that the goods (including any packaging of the goods) are capable of enduring any transit.
5. The property in any goods sold and delivered by Perpetual Dynamics Pty Ltd to the Customer shall not pass to the Customer until the Customer has paid the purchase price for the goods in full. Notwithstanding the passing of risk as described in clause 4:
 - 5.1. all goods delivered by Perpetual Dynamics Pty Ltd to the customer remain the property of Perpetual Dynamics Pty Ltd until all the money owing to Perpetual Dynamics Pty Ltd has been paid in full. Until that time the customer may sell the goods in the ordinary course of business as agent for Perpetual Dynamics Pty Ltd, and the proceeds shall be held in trust for and as the property of Perpetual Dynamics Pty Ltd. The customer, in the capacity of trustee, shall not assign any property held in trust on behalf of Perpetual Dynamics Pty Ltd to any third party. Prior to any sale by the customer, the customer shall hold possession of the goods for and on behalf of Perpetual Dynamics Pty Ltd as bailee in a fiduciary capacity for Perpetual Dynamics Pty Ltd and shall return the goods to Perpetual Dynamics Pty Ltd on demand. The customer shall separately store goods delivered by Perpetual Dynamics Pty Ltd until title in them has passed.
 - 5.2. the customer agrees that if any amount payable is not paid by the due date in accordance with this agreement, Perpetual Dynamics Pty Ltd will be entitled to enter the premises of the customer at any time to inspect all records in relation to all goods supplied by Perpetual Dynamics Pty Ltd and all records in respect of the sale of those goods by the customer.
 - 5.3. Perpetual Dynamics Pty Ltd will be entitled to enter the premises of the customer at any time to recover possession of those goods for which payment in full has not been made. It is agreed between Perpetual Dynamics Pty Ltd and the customer that where Perpetual Dynamics Pty Ltd enters the premises of the customer to take possession of the goods and it is not possible to otherwise identify the ownership of the goods in the possession of the customer, the goods will be treated as though they were sold by the customer in the same sequences the customer has taken delivery of the goods. If the quantity of the goods exceeds the amount owing, Perpetual Dynamics Pty Ltd will be entitled to determine which of the goods it claims ownership of the goods in.

6. The parties agree:
 - 6.1. save as to the extent provided in clause 7, Perpetual Dynamics Pty Ltd shall not be liable to the customer or any other person for any loss or damage arising directly or indirectly in connection with the goods (or any of them) or otherwise, other than as expressly imposed by statute in terms which it is not possible to limit or exclude liability;
 - 6.2. save as to the extent provided in clause 7, Perpetual Dynamics Pty Ltd shall not be liable to the customer or any other person for any loss or damage arising directly or indirectly with any services which may be provided by Perpetual Dynamics Pty Ltd or otherwise, other than as expressly imposed by statute in terms which it is not possible to limit or exclude liability.
7. The parties agree:
 - 7.1. notwithstanding the generality of clause 6, Perpetual Dynamics Pty Ltd expressly excludes liability for consequential loss or damage in relation to the goods including but not limited to direct loss, loss of profit, business, revenue, goodwill, or anticipated savings.notwithstanding the generality of clause 6, Perpetual Dynamics Pty Ltd expressly excludes liability for consequential loss or damage in relation to any services which may be provided by Perpetual Dynamics Pty Ltd including but not limited to direct loss, loss of profit, business, revenue, goodwill or anticipated savings.
8. Perpetual Dynamics Pty Ltd is under no liability in respect of goods exported without necessary licenses, authorisations or consents. The payment of any taxes and the obtaining and maintenance in full force and effect of any necessary export, licenses, authorisations, or consents in respect of the goods is the sole responsibility of the customer.
9. The customer shall not be entitled to make a claim for credit or a request for exchange of goods unless such claim or request is made within 7 working days from the date of delivery of the goods in question and is supported by the relevant invoice.
10. At the discretion of Perpetual Dynamics Pty Ltd, Perpetual Dynamics Pty Ltd may accept the return of unused and new goods for credit and unless otherwise agreed by Perpetual Dynamics Pty Ltd a re-stocking fee will be charged to the customer by Perpetual Dynamics Pty Ltd.
11. The customer agrees that if any amount payable is not paid by the due date in accordance with this agreement, Perpetual Dynamics Pty Ltd shall be entitled to charge and recover an accounting administration fee not exceeding 1.5% per month or part thereof on the amount payable overdue for the period between the due dates until payment is made in full.
12. Should any provision of this agreement be illegal, void, or unenforceable, that provision will be ineffective and shall be severed here from to the extent only of that illegality, void ability, or unenforceability. All remaining provisions shall be enforceable Perpetual Dynamics Pty Ltd and the customer.
13. Perpetual Dynamics Pty Ltd may direct, deduct, or apply any moneys paid to the customer's account in such manner and at such times as Perpetual Dynamics Pty Ltd, at its absolute discretion, determines.
14. The customer shall notify Perpetual Dynamics Pty Ltd, in writing, within seven (7) days, of any proposal or actual change in:
 - 14.1. The address of the business and the address at which the goods will be located (if it differs to the business address).
 - 14.2. The trading name of the business.
 - 14.3. The person(s), director(s) or trustee(s) conducting the business of the customer
 - 14.4. The ownership or proprietorship of the customer in the event that the customer converts to a trust, sole trader or company.
 - 14.5. The effective control of the customer; and
 - 14.6. The Australian business number.
15. If the customer fails, for whatever reason, to comply with any of this agreement, the customer shall immediately pay to Perpetual Dynamics Pty Ltd on demand, all costs and expenses whatsoever incurred by Perpetual Dynamics Pty Ltd in the enforcement or attempted enforcement of this agreement including, but without limiting the generality of the foregoing all collection agents' commissions, costs and expenses including legal costs (on a solicitor and own client basis or on a full indemnity basis, whichever is the greater) and the customer authorises Perpetual Dynamics Pty Ltd to debit any credit account with such costs and expenses.
16. In order to secure the repayment of any money owing by the customer to Perpetual Dynamics Pty Ltd pursuant to this agreement the customer hereby agrees to mortgage and/or charge in favour of Perpetual Dynamics Pty Ltd all the right, title, estate and interest of the customer in and to any land and/or real property which the customer now holds or may hereafter acquire and hereby agrees to execute and deliver to Perpetual Dynamics Pty Ltd in

- registrable form any such mortgage and/or charge prepared by Perpetual Dynamics Pty Ltd.'s solicitors within seven (7) days of receiving a request by Perpetual Dynamics Pty Ltd to do so.
17. The customer hereby authorises Perpetual Dynamics Pty Ltd to register a caveat over any real estate held by the customer or which the customer may hereafter acquire to secure the repayment of any sum of money owing from time to time by the customer to Perpetual Dynamics Pty Ltd pursuant to this agreement.
18. Perpetual Dynamics Pty Ltd has collected and may in the future further collect corporate and personal information about the customer and/or its guarantors/directors/officers/partners to assess the customer's credit application and provide the customer with the credit account and to assess any future applications for the provision of goods and/or services. Perpetual Dynamics Pty Ltd may also use the corporate or personal information collected to carry out marketing activities, research, and product development. The corporate and/or personal information collected may also be disclosed to organisations to whom Perpetual Dynamics Pty Ltd outsources certain functions such as information technology providers, specialist advisers, accountants, and solicitors. From time to time Perpetual Dynamics Pty Ltd may also need to disclose the corporate and/or personal information collected to mortgage insurers, general insurers, valuers, debt collection agencies and government authorities. Pursuant to the privacy act (1988) (cth) Perpetual Dynamics Pty Ltd will upon request make available to the customer and/or its guarantors/directors/officers/partners details of the information it has collected in respect of that particular requesting party and details about the parties to whom that information has or may be supplied.
19. If any defect manifests itself in the goods or the services within a period of 90 days after the date of delivery of the goods or the date of the performance of the services as the case may be then provided:
- 19.1. neither the item concerned nor the equipment of which that item forms part has been misused or overloaded or used for other than its intended purpose or used by an unauthorised or unqualified person or repaired by an unauthorised or unqualified person;
- 19.2. The customer is not in breach of this agreement.
- 19.3. The item concerned had been properly maintained.
- 19.4. if capable of delivery the item concerned is returned to our works, carriage paid, within 14 days of the date upon which the customer becomes aware or ought reasonably to have become aware of the defect:
and
- 19.5. The defect is not in the design or specification specially stipulated or required by the customer; then we shall:
- a) In the case of the goods:
- i) Replace the goods concerned; or
- ii) Repair the goods concerned; or
- iii) Pay to the customer the cost of replacing or repairing the goods.
- b) In the case of the services:
- i) Supply the services again; or
- ii) Pay to the customer the cost of supplying the services again.
- iii) Unless otherwise agreed to by Perpetual Dynamics Pty Ltd and the customer in writing prior to the ordering and/or delivering of the goods or prior to the ordering and/or performance of the services.
20. The customer warrants that the facts and representations contained in the credit account application are true and correct and the customer is aware and acknowledges that Perpetual Dynamics Pty Ltd will rely upon the correctness of such facts and representations in deciding whether or not to provide a credit account to the customer.
21. The customer hereby acknowledges and agrees as follows:
- 21.1. all transactions and dealings between the customer and Perpetual Dynamics Pty Ltd will be made strictly in accordance with this agreement, from time to time.
- 21.2. the customer will pay the amount(s) payable punctually and strictly in accordance with this agreement.
- 21.3. the customer is solvent and able to pay its debts as and when they fall due. The customer has not made any compromise or arrangements with its creditors and no application has been made and no application is contemplated for the appointment of an administrator or controller of the customer or any meeting of the customer's creditors or any class of them;
- 21.4. the customer has, prior to signing or execution of this agreement obtained independent legal advice and/or had the opportunity to obtain independent legal advice as to the customer's obligations and the true meaning, nature, and effect of this document; and
- 21.5. in this agreement, words incorporating the singular of the plural shall include the plural and singular respectively and words importing the masculine gender shall include the feminine and neuter genders.

ATTN: ACCOUNTS DEPARTMENT

Please find listed below the required details for your information and update your records accordingly.

COMPANY DETAILS:

Legal Name: Perpetual Dynamics Pty Ltd
Trading Name: Perpetual Dynamics
ABN: 69 629 549 113
ACN: 629 549 113
Phone: 1300 144 653
Postal Address: 6 / 42 Sabre Drive, Port Melbourne VIC 3207
Physical Address: 6 / 42 Sabre Drive, Port Melbourne VIC 3207

BANK DETAILS:

Account Name: Perpetual Dynamics Pty Ltd
Bank Name: ANZ Bank
Bank Address: Eltham
BSB Number: 013-412
Account Number: 312680607
BIC / Swift Code: ANZBAU3M

RELEVANT CONTACT PERSONNEL:

Accounts Division: accountspayable@perpetualdynamics.com.au
Sales Division: service@perpetualdynamics.com.au
Service Division: service@perpetualdynamics.com.au
Training Division: training@perpetualdynamics.com.au
Remittances: accountspayable@perpetualdynamics.com.au