

APPLICATION FOR CREDIT

Applicant Name/Registered Company Name: _____

ACN or ABN: _____

Business Address: _____

 _____ Post Code: _____

Trading Name: _____

Postal Address: _____
 _____ Post Code: _____

Accounts Contact: _____ Purchases Contact: _____

Telephones: Work: () _____ Fax: () _____ Home: () _____
 _____ Mobile: _____ Email: _____

Nature of Company: Private Company | Public Company | Sole Trader | Partnership | Other

Type of Business & Number of Years in Operation: ____

Full Details of Proprietors, Directors or Partners:

1. Full Name: _____

Residential Address: _____ Post code _____

Home Phone: _____

2. Full Name: _____

Residential Address: _____ Post Code _____

Home Phone: _____

Business References: (who are hereby authorised and requested to provide details of my account to you) (excluding credit card suppliers, fuel suppliers, landlords, and utilities suppliers)

1. _____ Phone: _____

2. _____ Phone: _____

3. _____ Phone: _____

Bank and Branch: _____

Account Number: _____

Solicitor's Name and Address: _____

Accountant's Name and Address: _____

I/We hereby certify that the above information is true and correct in every particular and that I/We are authorised to make this application for credit. I/We hereby authorise and consent to EquinAg making credit enquiries with any person or company regarding this Credit Application. I/We hereby authorise and consent to any person or company giving any information in response to such credit enquiries for which authorisation and consent is required under the Privacy Act 1988 (Cth). I/We hereby acknowledge that I/We have received, read and understood the terms and conditions of EquinAg TERMS AND CONDITIONS which form part of and are intended to be read in conjunction with this Credit Application and I/We hereby agree to be bound by those terms and conditions.

Signed: _____ Name: _____

Position: _____ Dated: _____

Signed: _____ Name: _____

Position: _____ Dated: _____

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these conditions: (a) "Seller" means EquinAg Pty Ltd (ACN 56670359716), trading as EquinAg Pty Ltd (b) "Buyer" means the purchaser of the Goods; (c) "Goods" means the products specified on any account or tax invoice rendered by the Seller and given to the Buyer; and (d) Nothing in these conditions 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 Trade Practices Act 1974 (Cth)) and which by law cannot be excluded, restricted or modified.

2. GENERAL

2.1 The Goods and all other products sold by the Seller are sold on these terms and conditions. 2.2 These terms and conditions (which may only be waived in writing by the Seller) will prevail over all terms and conditions of the Buyer's order to the extent of any inconsistency.

3. LOSS OR DAMAGE IN TRANSIT 3.1 The Seller is not responsible to the Buyer or any person claiming through the Buyer for any loss or damage to Goods in transit caused by any event of any kind by any person (whether or not the Seller is legally responsible for the person who caused or contributed to that loss or damage). 3.2 The Seller must provide the Buyer with such assistance as may be necessary to press claims on carriers so long as the Buyer: (a) has notified the Seller and the carriers in writing immediately after loss or damage is discovered on receipt of the Goods; and (b) lodges a claim for compensation with the carrier within three (3) days of the date of receipt of the Goods.

4. LIABILITY AND BUYER'S WARRANTY 4.1 The Seller's liability for Goods manufactured by it is limited to making good any defects by repairing the defects or at the Seller's option by replacement, within a period not exceeding twelve (12) calendar months after the Goods have been dispatched so long as: (a) the defects have arisen solely from faulty materials or workmanship; (b) the Goods have not received maltreatment, inattention or interference; (c) accessories of any kind used by the Buyer are manufactured by or approved by Seller; (d) the seals of any kind on the Goods remain unbroken; and (e) the defective parts are promptly returned free of cost to the Seller. 4.2 If the Goods are not manufactured by the Seller the guarantee of the manufacturer of those Goods is accepted by the Buyer and is the only guarantee given to the Buyer in respect of the Goods. The Seller 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 the Seller under any contract or by implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable. 4.3 The Seller is not liable for and the Buyer releases the Seller from any claims in respect of faulty or defective design of any Goods supplied unless such design has been wholly prepared by the Seller and the responsibility for any claim has been specifically accepted by the Seller in writing. In any event the Seller's liability under this paragraph is limited strictly to the replacement of defective parts in accordance with clause 4.1 of these terms and conditions. 4.4 Except as provided in these conditions, 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. The Seller 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 the Seller's negligence or in any way whatsoever. 4.5 The Seller's liability for a breach of a condition or warranty implied by Division 2 of Pt V of the Trade Practices Act 1974 (Cth) (other than s 69) is in the case of the Goods, limited at the discretion of the Seller to any one or more of the following: (a) the replacement of the Goods or the supply of equivalent Goods; (b) the repair of the Goods; (c) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or (d) the payment of the cost of having the Goods repaired. 4.6 The Seller's liability under s 74H of the Trade Practices Act 1974 (Cth) is expressly limited to a liability to pay to the purchaser an amount equal to: (a) the cost of replacing the Goods; (b) the cost of obtaining equivalent Goods; or (c) the cost of having the Goods repaired, whichever is the lowest amount. 4.7 If the Goods are resold by the Buyer, the Buyer agrees, represents and warrants to the Seller that it will instruct its customers in the proper use, operation and maintenance of the Goods (so far as it is reasonably necessary and possible). 4.8 The Buyer will indemnify and save the Seller harmless from any claim or liability arising out of or in any way connected with a failure by the Buyer to comply with its obligations under clause 4.7.

5. PAYMENT The purchase price in relation to the Goods is payable net and exclusive of GST and payment of the price of the Goods must be made within thirty days following the delivery of the Goods unless other terms of payment are expressly agreed between the Seller and the Buyer in writing.

6. RIGHTS IN RELATION TO GOODS (RETENTION OF TITLE) 6.1 The Seller reserves the following rights in relation to the Goods until all accounts owed by the Buyer to the Seller are fully paid: (a) ownership of the Goods; (b) to enter the Buyer's premises (or the premises of any associated company or agent where the Goods are located) without liability for trespass or any resulting damage and retake possession of the Goods; and (c) to keep or resell any Goods repossessed pursuant to clause 6.1(b). 6.2 If the Goods are resold, or products manufactured using the Goods are sold, by the Buyer, the Buyer shall hold such part of the proceeds of any such sale as represents the invoice price of the Goods sold or used in the manufacture of the Goods sold in a separate identifiable account as the beneficial property of the Seller and shall pay such amount to the Seller upon request. Notwithstanding the provisions above the Seller shall be entitled to maintain an action against the Buyer for the purchase price and the risk of the Goods shall pass to the Buyer upon delivery.



DIRECTORS GUARANTEE

TO BE SIGNED BY PROPRIETARY LIMITED DIRECTOR/S. DIRECTORS GUARANTEE TO: EQUINAG trading as EquinAg Pty Ltd. agreeing to supply and/or continuing to supply to (insert Account Name)

(hereinafter called "the Applicant") with goods and/or services from time to time, I/we the undersigned HEREBY JOINTLY AND SEVERALLY agree,

- 1. To be answerable to the relevant EquinAg customer for the due payment by the applicant of all monies now or from time to time hereafter owing to the relevant EquinAg customer on any account or any manner whatsoever by the Applicant either directly or indirectly and either alone or jointly with any other person firm and/or corporation, and including but without limiting the generality of the foregoing any interest accruing on any monies owing or unpaid and any legal costs and disbursements incurred by the relevant EquinAg customer in enforcing payment by the Applicant of any such monies.
2. That this Guarantee shall constitute a continuing Guarantee to the relevant EquinAg customer for all monies which are now or may from time to time be owing or remain unpaid.
3. That this Guarantee shall not be avoided, released or effected by the relevant EquinAg customer making any variation or alteration in the terms of any agreement made with or to be made with the Applicant.
4. That the relevant EquinAg customer may without affecting this Guarantee grant time or other indulgence to or compound or compromise with or release the Applicant or any co-guarantor of this Guarantee or any other person or corporation whatsoever or release, abandon, vary, relinquish or renew in whole or in part any security asset or right held by the relevant EquinAg customer.
5. That any payment made to the relevant EquinAg customer and later avoided by the application of any Statutory Provisions shall be deemed not to discharge the Guarantor's liability and, that in such event, the parties hereto are to be restored to the rights which each respectively would have had if the payment had not been made.
6. That this Guarantee shall be revocable at any time as to further transactions by one month's notice in writing given to the relevant EquinAg customer or the relevant EquinAg customer's duly authorised agent by the guarantor or in the case of death by the Guarantor's personal representative.
7. That it is expressly declared that notwithstanding the fact that this Guarantee may be intended or expressed to be executed and given by more than one person the same shall in fact be a valid and effectual guarantee binding against such person or persons as shall execute the same forthwith upon their execution and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
8. That this Guarantee and the construction and interpretation of it shall be governed by the laws of the State of WA in force for the time being and from time to time, and the parties to this Guarantee irrevocably submit generally and unconditionally to the jurisdiction of the Courts of WA in respect of all claims, proceedings and matters arising out of or in respect of this Guarantee.
9. To charge with payment of any indebtedness due herein to the relevant EquinAg customer all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by me/us. I/we agree that if demand is made by the relevant EquinAg customer, upon receiving such a demand I/we will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required, and against the event that I/we fail to do so within a reasonable time of being so requested, I/we hereby irrevocably and by way of security, appoint any credit manager or solicitor engaged by the relevant EquinAg customer to be my/our true and lawful attorney to execute and register such instruments. Notwithstanding any other provision in this clause and in addition thereto the relevant EquinAg customer may lodge a caveat noting the interest given by this charge on the title of any property of mine/ours whenever it so wishes.
10. That service of any notice, demands, proceedings, summonses, suits or actions (collectively called "process") upon any Guarantor herein may be affected by the relevant EquinAg customer or its solicitors sending such process by prepaid post to the Guarantor's address as disclosed herein or to the last disclosed address of the Guarantor in any company search or business name search. Service shall be deemed to have been affected two business days after the posting of the process.

DATED this day of
Guarantor Full Name Full Name
Address Address
Signature Signature
Name of Witness Name of witness
Address of Witness Address of Witness;
Signature of Witness Signature of Witness