

IF REGISTERED COMPANY			
DIRECTORS NAME	PRIVATE ADDRESS		TELEPHONE NO.
TYPE OF BUSINESS			
WHEN ESTABLISHED			
BANK AND BRANCH			
BSB NO.		ACCOUNT NO.	
TRADE REFERENCES (MINIMUM 3)			
NAME	EMAIL ADDRESS		CONTACT
CREDIT REQUIRED:			

I/We hereby make application for credit account to be opened in the above name and irrevocably authorise any company or person to provide VISIT BRANDS PTY LTD with such information as they may require in response to credit enquiries.

I/We warrant the foregoing information is correct to the best of my/our knowledge and that I/We have read, understood and agree to be bound by the VISIT BRANDS PTY LTD Terms of Sale of Goods or Services as set out attached. Upon signing this credit application, I/We also understand and accept that the terms and conditions of the Terms of Sale of Goods or Services will govern every order or confirmation of quotation that I/We enter into with VISIT BRANDS PTY LTD for the purchase of Goods or Services and that the Terms of Sale also constitutes a Security Agreement for the Goods and the proceeds from the sale thereof as Collateral.

I/We hereby assent for the purposes of s.36(2) of the Personal Properties Securities Act to the terms of this Application for Credit and Terms of Sale of Goods and to the retention of title clauses creating a Purchase Money Security Interest in all and any Goods previously supplied and further hereby waive the right to receive a verification statement for purposes of s.158 of the Act.

I/We warrant to VISIT BRANDS PTY LTD that I/we are authorised Directors, Employees, or agents of the Applicant to enter into this contract on behalf of the Applicant.

I/We have read and agreed to be bound by the terms and conditions of trade as printed overleaf or attached. I/We warrant to VISIT BRANDS PTY LTD that the above information is to the best of my/our knowledge, information, and belief true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer.

Signature of Authorised Person:

Name of Authorised Person:

Office Held:

Date:

STANDARD TERMS AND CONDITIONS OF SALE

1. **DEFINITIONS:** “VISIT BRANDS” means VISIT BRANDS Pty Ltd and its subsidiaries. “The Purchaser” means the person or company to whom the quotation is submitted. “The Quotation” means the quotation to which these terms and conditions are attached. “The Contract” means the contract formed upon acceptance by the purchaser of the quotation.
2. **GENERAL:** Subject as provided in clause 3 hereunder, the Quotation is submitted and any Contract made upon acceptance thereof is made, subject to and upon the basis of the terms and conditions set out in the Quotation, and in these terms and conditions, which shall not be amended, deleted, or added to without the consent in writing of VISIT BRANDS.
3. Where mandatory conditions or warranties are implied into the Contract by force of statute (whether Commonwealth, State or Territory), then the Contract shall be subject to the mandatory conditions and warranties implied thereby, and nothing herein shall operate to exclude, restrict, or modify the operation thereof of any liability of VISIT BRANDS for any breach of any such implied condition or warranty.
4. Subject always to clause 3, and save as expressly provided elsewhere herein:
 - (a) No warranty or condition, whether as to quality, fitness for purpose, merchantability, correspondence with sample or description, or otherwise, shall be implied herein by common law, statute or otherwise and the same are hereby excluded.
 - (b) No representations or statements made by VISIT BRANDS before acceptance of the Quotation which are not contained therein, or in these terms, shall bind VISIT BRANDS or give rise to any collateral Contract and no claim whatsoever shall lie at the suit of the Purchaser in respect of such collateral contract.
5. **QUOTATION:** The Quotation is subject to withdrawal or variation by VISIT BRANDS, at any time prior to acceptance in writing by the Purchaser.
6. **PRICES AND VARIATION:** Unless otherwise stated in writing, the prices quoted are net, in Australian Dollars, based upon labour and material costs at the date of quotation.
7. Where the Quotation is for the supply of goods to be imported by VISIT BRANDS for the customer or purchased from another manufacturer, the price quoted is calculated on the basis of the price charged by the seller, the rate of exchange, duty, freight, insurance, clearance and other similar charges as applicable, ruling at the date of quotation, and any increase therein shall be to the account of the Purchaser.
8. The price quoted for goods manufactured by VISIT BRANDS is subject to rise and fall for variations in the cost of labour, materials, or overhauls after the date of quotation, unless otherwise specified in writing.
9. All prices for goods manufactured by VISIT BRANDS or purchased from local suppliers for the Purchaser are exclusive of GST and are F.O.B. its Works or Warehouses. In the case of imported goods, unless otherwise specified, the price is C.I.F. Australian port of discharge and exclusive of sales tax, Landing charges, wharf age, storage, customs clearance and entry, transport and insurance to the Purchaser, and all customs duties, prim age, taxes and imposts of any kind are to the account of the Purchaser.
10. VISIT BRANDS reserves its absolute right to set off against any amounts payable under this Contract any other monies payable by VISIT BRANDS to the Purchaser and shall give the Purchaser reasonable notice of such set-off as and when it chooses to exercise that right.

11. **PAYMENT:** Payment shall be against invoice before delivery by cash or electronic transfer, save where VISIT BRANDS, in its absolute discretion, grants its approval in writing to the Purchaser postponing such payment, in which case payment shall be made by the 30th day following EOM, or save where special arrangements have been negotiated with the Purchaser and confirmed in writing provided that, where such payment is not made by the Purchaser on the date due for the same, interest on all overdue amounts shall be payable by the Purchaser to VISIT BRANDS at the rate referred to in clause 12, such interest to be calculated on a daily basis from the date payment was due until the date of actual payment, such interest to be compounded monthly. Nothing herein contained shall be interpreted as an indulgence to the Purchaser to effect payment after the date due for the same.
 12. The interest rate payable on all overdue amounts in accordance with clause 11 shall be that rate which is 3.5% per annum above the Westpac Banking Corporation Indicator Lending Rate published in the Australian Financial Review.
 13. Where the Contract provides for delivery by instalments, payment by due date in respect of instalments delivered is a condition precedent to delivery by VISIT BRANDS of further instalments.
 14. Unless otherwise stated in writing, payment for goods exported by VISIT BRANDS to an overseas Purchaser shall be due in full in Australian dollars, immediately upon presentation of negotiable shipping documents. If, for any reason, goods for export are collected by the Purchaser or his representative from VISIT BRANDS or Warehouses, or are delivered by VISIT BRANDS to a local depot for the Purchaser, then payment shall be due upon presentation of the relevant invoice after notification, by or on behalf of VISIT BRANDS, that the goods are ready for dispatch, unless the Purchaser or his representative has received VISIT BRANDS approval in writing to the Purchaser postponing payment for goods, in which case payment shall be due in accordance with the conditions imposed by VISIT BRANDS in relation to such approval for postponement.
15. **PROPERTY IN GOODS:**
- (a) For the purposes of the *Personal Property Securities Act 2009* (as amended from time to time) (PPSA), goods mean any and all present and after acquired goods and services supplied by VISIT BRANDS to the Purchaser.
 - (b) Property in the goods supplied to the Purchaser pursuant to this Contract shall be, and remain, the property of VISIT BRANDS until the Purchaser has paid all monies owing by it to VISIT BRANDS whether under this or any other contract.
 - (c) VISIT BRANDS shall retain property in the goods in accordance with paragraph (a), notwithstanding that risk in the goods shall pass to the Purchaser at the time of delivery of the same in accordance with Clause 15 of this Contract and that such goods will not, at that time, be at the Purchaser's premises.
 - (d) Until the Purchaser has paid all monies owing to VISIT BRANDS whether under this or any other contract:
 - i. The Purchaser shall hold the goods in a fiduciary capacity as bailee of VISIT BRANDS and shall use all reasonable endeavours to store the goods separately, clearly identified as VISIT BRANDS property and in a manner to enable them to be identified and cross referenced to particular invoices;
 - ii. If the Purchaser effects any sub-sale of the goods to a third party as agent for VISIT BRANDS, the Purchaser shall:
 - (A) Receive the proceeds (as that term is defined in the PPSA) of the sub-sale on trust for VISIT BRANDS ;
 - (B) Keep the proceeds of the sub-sale separate from all other amounts received by the Purchaser, clearly identified as held on trust for VISIT BRANDS and using appropriate accounting methods to enable them to be identified and cross-referenced to particular invoices; and
 - (C) Promptly account the proceeds of the sub-sale to VISIT BRANDS in satisfaction of the monies owing by the Purchaser to VISIT BRANDS whether under this or any other contract;

- iii. Should VISIT BRANDS require, the Purchaser shall assign to VISIT BRANDS all its rights to any claims it may have against third parties emanating from any sub-sale of the goods by the Purchaser as agent for VISIT BRANDS;
 - iv. If a liquidator, provisional liquidator, trustee, administrator, manager, receiver, receiver and manager or similar officer is appointed in respect of the Purchaser or any of its assets, the right of the Purchaser to dispose, in the ordinary course of business or otherwise, of the goods terminates; and
 - v. VISIT BRANDS may, in the event that any payments in respect of the goods are not paid by the due date, take possession of the goods and resell the same and, for such purposes, VISIT BRANDS or its duly authorized representative may and is hereby authorized to enter upon the Purchaser's premises for the purpose of removing those goods there from and taking possession of the same.
- (e) If the goods are mixed with or become a constituent of any other goods, whether by manufacture or otherwise, the property in those other goods shall be transferred to VISIT BRANDS as surety for payment by the Purchaser to VISIT BRANDS of all monies owing whether under this or any other contract and in which case all provisions contained in paragraph (d) above shall apply in respect of those other goods and any sub-sale thereof by the Purchaser.
- (f) The Purchaser indemnifies VISIT BRANDS and shall at all times keep VISIT BRANDS indemnified against any loss, damage, costs, expenses, penalties, fines or claims suffered by VISIT BRANDS or any other person arising from the exercise of VISIT BRANDS rights under this clause.
- (g) To avoid any doubt, for the purposes of the PPSA, it is the intention of the parties by this clause 15 that there is created for the benefit of VISIT BRANDS a Purchase Moneys Security Interest in the goods. The Purchaser agrees that VISIT BRANDS may register any Personal Property Security Interest created by these terms and conditions under the Personal Property Securities Register and the Purchaser waives its rights to receive a verification statement (as that term is defined in the PPSA) in respect of any financing statement or financing change statement (as those terms are defined in the PPSA) registered by VISIT BRANDS in respect of any personal property of the Purchaser. The parties agree that, insofar as the provisions of Chapter 4 of the PPSA are for the benefit of the Purchaser or place an obligation on VISIT BRANDS, those provisions will apply only to the extent that they cannot be contracted out of or to the extent that VISIT BRANDS otherwise agrees in writing
16. **DELIVERY & RISK:** Delivery is deemed to occur at the time of dispatch of goods from VISIT BRANDS works or Warehouses in accordance with Purchaser's instructions. In the absence of specific instructions VISIT BRANDS, in its absolute discretion, shall utilize the most appropriate and cost-effective means of transport. Unless otherwise agreed in writing, the cost of transport shall be borne by the Purchaser.
17. Times quoted for delivery are estimates only and VISIT BRANDS shall not be liable for any loss or damage, direct or consequential, arising from failure to deliver or delay in delivery attributable to any cause beyond its reasonable control including from the Purchaser, strikes, lockouts, war, fire, accidents, delay in transport, defective material or any delay due to force majeure. The Purchaser shall not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery or dispatch.
18. VISIT BRANDS reserves the right to deliver by instalments. Failure to deliver any instalment by the date specified for delivery shall not entitle the Purchaser to rescind the contract.

19. From the time of dispatch from VISIT BRANDS warehouses enroute to the Purchaser, the risk of any loss, damage to or deterioration of the goods from whatsoever cause shall be borne by the Purchaser.
20. VISIT BRANDS will not affect insurance on any goods after dispatch from their premises, unless it receives specific instructions from the Purchaser, in which case the cost of insurance will be borne by the Purchaser.
21. Where VISIT BRANDS contracts to process goods or materials supplied by the Purchaser, the responsibility for delivery and insurance of the Purchaser's goods or materials to VISIT BRANDS premises, where required for processing, shall be borne by the Purchaser.
22. RETURNS: Save in the case of breach of an implied right under statute, no goods delivered under the Contract may be returned by the Purchaser for credit without VISIT BRANDS express consent in writing. Applications for return of goods must be received within fourteen days from date of invoice and, where approval is granted for return of goods, a re-stocking fee, calculated at 25% of the nett invoiced value of the goods, will be accepted.
23. DRAWINGS AND SPECIFICATIONS: All illustrations, drawings and specifications, supplied by, or on behalf of VISIT BRANDS to the Purchaser, remain the exclusive property of VISIT BRANDS. The Purchaser may not use, reproduce or communicate their contents to any third party unless authorized by VISIT BRANDS in writing to do so, except for the purpose of implementing the Contract in respect of which they are supplied and, except in the case of standard descriptive illustrations, drawings or specifications, they are to be returned to VISIT BRANDS, either on completion of the Contract or earlier, at VISIT BRANDS request.
24. DESIGN AND MATERIALS: Unless otherwise specified, goods will be supplied to VISIT BRANDS standard designs and specifications current at the date of quotation, and will be manufactured from its standard materials, where available, or from the most suitable alternatives, where not available. Where VISIT BRANDS, at the request of the Purchaser, manufactures goods to the design, specification, or in compliance with suggestions of the Purchaser as to design, materials, method of construction or otherwise, it will not, save always as provided in clause 3, assume any responsibility or liability for the practicability or performance of such designs, specifications or recommendations, or of the goods manufactured in compliance therewith.
25. TOOLING: Where VISIT BRANDS contracts to manufacture goods, articles or components which are other than standard items of its production, or are of the Purchaser's own design or configuration, and which require the establishment by VISIT BRANDS of dies, tools, moulds, cutters or jigs, then the Purchaser will be responsible for a portion of the total cost of such items and the amount of this portion shall be specified in the Quotation.
26. Unless otherwise agreed in writing, all dies, tools moulds, cutters or jigs manufactured or supplied by VISIT BRANDS shall, upon completion or determination, for whatsoever cause, of the Contract, remain in the possession of VISIT BRANDS. Subject to its ability to do so, VISIT BRANDS shall thereafter be prepared to produce articles from such equipment for the Purchaser at prices quoted at the time.
27. VISIT BRANDS shall be responsible for maintaining, at its own expense, all dies, tools, moulds, cutters and jigs, manufactured by them on behalf of purchasers, in reasonable order and condition during their economic production life. Where the condition of such tooling ultimately renders it beyond economic or practical repair or where additional tooling is required to cater for increased demand, then part of the cost of new tooling as then agreed between the two parties will be to the Purchaser's account.
28. If dies, tools, moulds, cutters or jigs are supplied by the Purchaser, reasonable care will be taken to ensure that they remain in the condition as supplied but no responsibility is accepted by VISIT BRANDS for any loss or damage thereto. Maintenance and repair of same required under normal usage will be to the

Purchaser's account, as will be the cost of any modification necessary to adapt to VISIT BRANDS plant or production processes.

29. All dies, tools, moulds, cutters or jigs will be considered obsolete if no further orders have been placed for production within 3 years of the date of last supply by VISIT BRANDS, and it accepts no responsibility for their continued existence or usability after such period.

30. INSPECTION, SHORTAGES AND DAMAGED GOODS:

(a) All goods manufactured by VISIT BRANDS are carefully inspected during manufacture, and, where practicable, submitted to standard tests at its Works prior to dispatch. If special tests or tests in the presence of the Purchaser or his representative are specified, such tests, unless otherwise agreed, shall be made at VISIT BRANDS Works and will be subject of the special charge specified in the Quotation. In the event of any delay on the part of the Purchaser or his representative in attending such tests, after seven days' notice of the material or equipment being available for testing, the tests will be held in the Purchaser's absence, and will be deemed to have been made in his presence.

(b) Subject to clause 3, the Purchaser shall inspect the goods forthwith after receipt and shall, within fourteen days after receipt, or delivered ex Works by VISIT BRANDS to a carrier on his behalf, (Save in the case of goods exported overseas) give written notice to VISIT BRANDS of any claim for shortage, wrongful delivery or any other overt breach of contract. If the Purchaser fails to inspect and give notice within the time stated, the Purchaser shall be deemed to have waived any such claims

31. **QUANTITY TOLERANCES:** Where VISIT BRANDS has contracted to manufacture goods, which are other than its standard items then, owing to the difficulty of producing exact quantities, VISIT BRANDS reserves the right to vary the final quantity delivered by a margin up to 10 percent (10%) in excess of the quantity ordered by the Purchaser and to charge for this variation in quantity on a prorata basis.

32. **PERFORMANCE:** All figures or data supplied by VISIT BRANDS for performance are intended to be a bona fide reasonable estimate of the performance which would be expected in service. Except where performance figures are specifically guaranteed in writing by VISIT BRANDS, within specific tolerances, then, subject always to clause (3), VISIT BRANDS accepts no responsibility for failure of any goods to meet stated performance figures, and any statements as to performance figures, whether in writing or otherwise, shall not be constituted as a condition, warranty, or representation.

33. **WARRANTY AND LIABILITY:** Subject to clause 3 and subject to specific agreement in writing by VISIT Brands to the contrary:

(a) VISIT BRANDS guarantees that all products of its manufacture which, within a period of twelve months from the date of dispatch and upon examination by an authorized VISIT BRANDS representative, are found to be defective in workmanship, material or design whereby they are unsuitable, under proper usage and service for the purpose for which they are intended, will be replaced free of charge including transport costs but excluding cost of removal and replacement.

(b) This warranty does not apply where a malfunction results from the design or specification of a product by the Purchaser' or has been caused by careless or improper handling by the Purchaser or user; or by incorrect fitting, or by non-observance or operating or installation instructions; or by repair or attempted repair by the Purchaser or a third party without the consent of VISIT BRANDS in writing; or where it is due to fair wear and tear;

(c) This warranty does not apply to any goods or materials supplied which, in accordance with the Quotation, are second-hand;

(d) This warranty does not apply to goods, accessories, components and parts supplied which are not manufactured by VISIT BRANDS;

- (e) Save as aforesaid, VISIT BRANDS shall not be under any liability to the Purchaser for any loss, injury or damage, whether direct, indirect or consequential, suffered by the Purchaser, or for loss of profits, loss of production, loss of revenue, loss of business, increased operating costs or to give to the Purchaser contribution or indemnity, or otherwise, in respect of any loss, injury or damage arising from, or attributable to, any such defect.

34. INSOLVENCY OF PURCHASER:

- (a) Except where a confirmed and irrevocable bankers commercial credit has been arranged for the whole of the Contract price, VISIT BRANDS shall have the right to terminate the Contract at its option if the Purchaser becomes bankrupt or insolvent or makes any arrangement with his creditors or suffer a receiver to be appointed or, being a body corporate, enters into liquidation, in any of which events, VISIT BRANDS shall thenceforth cease to have any further obligation under the Contract, and the price for all goods delivered and in the course of manufacture, shall immediately become due and payable notwithstanding the prior grant of deferred payment terms.
- (b) The Purchaser must give VISIT BRANDS written notice as soon as the Purchaser:
 - i. suspects or anticipates becoming bankrupt or insolvent, making any arrangement with creditors, suffering a receiver to be appointed or, being a body corporate, entering into liquidation; or
 - ii. any of the events referred to in the preceding paragraph (i) in fact occur.
- (c) Termination of this Contract under this clause 34 does not affect any rights accruing to VISIT BRANDS under this or any other contract.

35. CANCELLATION: Any order placed on and accepted by VISIT BRANDS shall not be cancelled by the Purchaser except by agreement in writing upon terms agreed between the parties, including cancellation charges which may be deducted from any advance payments made.

36. TAXES AND CHARGES: The Purchaser shall pay to VISIT BRANDS any amount which VISIT BRANDS is required to pay on account of any excise or sales taxes, customs duty, goods and services tax, or any other taxes, duties or charges which may be established or levied by any governmental authority (domestic or foreign) upon the goods or any part thereof, or the manufacture, or sales of the same but specifically excluding income tax relating to VISIT BRANDS. Unless such taxes or other impositions have been specifically included in the price quoted, they shall be payable by the Purchaser as an extra charge.

37. ASSIGNMENT: The benefit of the Contract shall not be assigned by the Purchaser without the consent of VISIT BRANDS in writing.

38. NO MERGER: Unless otherwise agreed in writing, VISIT BRANDS and the Purchaser acknowledge that these terms and conditions constitute the entire agreement between them and that the only enforceable obligations and liabilities of VISIT BRANDS and the Purchaser in relation to its subject matter. All representations, communications and prior arrangements are superseded by these terms and conditions. Where previous terms and conditions have been entered into between the Purchaser and VISIT BRANDS, the parties agree that these terms and conditions shall not act as a merger of their rights but that the terms contained under such previous agreement shall be amended by the terms contained herein to the extent of any inconsistency.

39. LAW: The Contract shall be governed by and construed in accordance with the laws of the state of Victoria and the Purchaser submits to and accepts the jurisdiction of the courts of that state.

40. Where VISIT BRANDS has followed a design, sample or instruction furnished or given by the Purchaser, the Purchaser shall indemnify VISIT BRANDS against all

damages, penalties, costs and expenses to which it may become liable through any work required to be done in accordance with those instructions involving an infringement of a Patent, Trademark, Registered Design, Copyright or Common Law Right.

I/We Certify that the information provided is true and correct and confirm my/our agreement to terms and conditions of credit.

Note - Only signatures of Director(s)/Proprietor(s) of the Applicant will be accepted. In case of Public Companies, a Duly Authorised signature/Company Secretary will be accepted.

Signature of Authorised Person:

Name of Authorised Person:

Office Held:

Date: