



# RINGWOOD & PLY PTY LIMITED

ABN 69 010 926 575



119 FACTORY ROAD, OXLEY QLD 4075 – P.O. BOX 464, CORINDA QLD 4075

PHONE: (07) 3379 3772 – FAX: (07) 3379 3779

EMAIL: ringwood@ringwoodandply.com.au – WEB: www.ringwoodandply.com.au

## APPLICATION FOR COMMERCIAL CREDIT ACCOUNT STRICTLY 30 DAYS FROM INVOICE DATE

### APPLICATION FOR CREDIT ACCOUNT

Please return to Ringwood & Ply Pty Limited's Credit Department via email: [ringwood@ringwoodandply.com.au](mailto:ringwood@ringwoodandply.com.au) Or Fax (07) 3379 3779

#### SECTION 1: NAME/ADDRESS OF APPLICANT AND CREDIT SOUGHT:

I/We the undersigned, request that you open a Credit Account in the name of:

Business Name:		
Business Address:		
Postal Address:		
Tel No:	Fax No:	Email:
CONTACT NAMES:		
Accounts:	Purchasing:	Financial Controller:
Email:	Email:	Email:
Tel No:	Tel No:	Tel No:
Expected purchases per month: \$		Requested monthly credit limit: \$

#### SECTION 2: BUSINESS DETAILS:

Nature of Business:		No. of staff (excl. Partners/Directors):	
Type of Business (Tick appropriate box): Sole Trader: <input type="checkbox"/> Partnership: <input type="checkbox"/> Public Company: <input type="checkbox"/> Private Company: <input type="checkbox"/> Trustee Company: <input type="checkbox"/>			
ABN:	ACN:	Paid up Capital: \$	
Registered Name of Company :			
Registered Office Address:			
Date Business Established or Incorporated: / /		How long under present ownership:	
Are Premises shown above as Business Address Owned, Being Purchased or Rented:			
Banker:	BSB:	Account No:	Tel No:

#### SECTION 3: TRADE /CREDIT REFERENCES FOR BUSINESS:

1. Company:	Tel No:
Contact Person:	Fax No:
2. Company:	Tel No:
Contact Person:	Fax No:
3. Company:	Tel No:
Contact Person:	Fax No:

#### SECTION 4: NAME AND ADDRESSES OF ALL PROPRIETORS, PARTNERS OR DIRECTORS:

(Details of all partners or directors must be provided)

<b>1. Full Name:</b>	<b>Tel No:</b>
<b>Position Held:</b>	
<b>Private Address:</b>	<b>Date of Birth:</b>
<b>2. Full Name:</b>	<b>Tel No:</b>
<b>Position Held:</b>	
<b>Private Address:</b>	<b>Date of Birth:</b>
<b>3. Full Name:</b>	<b>Tel No:</b>
<b>Position Held:</b>	
<b>Private Address:</b>	<b>Date of Birth:</b>
<b>4. Full Name:</b>	<b>Tel No:</b>
<b>Position Held:</b>	
<b>Private Address:</b>	<b>Date of Birth:</b>

#### SECTION 5: CREDIT TERMS

In consideration of the facilities of a Credit Account being provided by Ringwood & Ply Pty Ltd ACN 010 926 575 ("Ringwood & Ply") I/we agree:

- 1 all purchases by the Applicant are subject to Ringwood & Ply's Terms & Conditions ("Terms & Conditions") that form part of this Credit Application form and payment terms are as provided in those Terms & Conditions.
- 2 interest is calculated at the rate of two (2%) per cent per month and applies to any overdue amounts from the date those amounts became overdue until payment in full is received by Ringwood & Ply.
- 3 that in the event the Credit Account is in default of the Terms & Conditions, I/We indemnify Ringwood & Ply, against all its collection costs and legal costs/expenses as a result of the matter being referred out to a Collection Agent and/or Solicitor for recovery.

#### SECTION 6: ACKNOWLEDGEMENTS, DECLARATION AND CONSENTS

I/WE, the undersigned, acknowledge and declare and/or consent to:

- (a) that I/we have read and understood Ringwood & Ply's Terms & Conditions ("Terms & Conditions") and which form part of this Credit Application and agree that, if a Credit Account is granted, the Applicant is bound by and subject to those Terms & Conditions.
- (b) that the information provided in this Credit Application is true and correct, that the business seeking credit is able to pay all debts as they become due and no trader, partner or director has been bankrupt, executed a Scheme or Deed of Arrangement or compromised with creditors, or been a Director of any Company which has had an Agent for Mortgagee in Possession, Receiver or Official manager appointed, or entered into a Scheme of Arrangement or Composition with its creditors or gone into Liquidation.
- (c) that any Credit Account that may be provided by Ringwood & Ply pursuant to this Credit Application (and any Goods and Services provided by Ringwood & Ply pursuant to the Credit Account) is for business and commercial purposes and will be used wholly or predominantly for business and commercial purposes.
- (d) Privacy Act Notifications and Consent. I/we acknowledge that I/we am/are informed of the following matters:
  1. Ringwood & Ply collects personal information about individuals if it is necessary for one or more of Ringwood & Ply's functions or activities as a credit provider. As part of Ringwood & Ply's functions or activities as a credit provider, Ringwood & Ply collects credit related information ("credit information") about individuals.
  2. A detailed summary of the kinds of credit information that Ringwood & Ply collects about individuals (or an entity associated with an individual) is set out in Ringwood & Ply's Credit Reporting Privacy Policy available via its website at: [ringwood@ringwoodandply.com.au](mailto:ringwood@ringwoodandply.com.au) and I/we have had the opportunity to read that policy. However, in short, credit information about an individual (or an entity associated with an individual) includes information about the individual's (or an entity associated with an individual) credit history and credit worthiness and is used by Ringwood & Ply for the purposes detailed below.
  3. With the consent of the individual, Ringwood & Ply collects credit information (including credit eligibility information) about individuals (or an entity associated with an individual) from other credit providers and/or trade suppliers for such purposes as: assessing whether to enter into agreements, including those which involve provision of credit; assessing the provision of credit; and the recovery of any overdue amounts.
  4. If such credit information about individuals (or an entity associated with an individual) is not collected by Ringwood & Ply then Ringwood & Ply cannot properly process applications for credit accounts or deal with other credit related requests such that Ringwood & Ply will not be able to process an order or request for Goods and/or Services on credit and decide whether or not to provide Goods and/or Services on credit.
  5. With the consent of the individual, Ringwood & Ply may disclose credit information to other credit providers and/or trade suppliers for such purposes as: assessing whether to enter into agreements, including those which involve provision of credit; assessing the provision of

credit; the recovery of any overdue amounts; and processing credit applications in performing its functions and activities as an agent for other credit providers.

6. Ringwood & Ply has a Credit Reporting Privacy Policy which is available at [ringwood@ringwoodandply.com.au](mailto:ringwood@ringwoodandply.com.au) which contains information about the following:

- (a) how an individual may access the credit eligibility information about the individual held by Ringwood & Ply;
- (b) how an individual may seek the correction of credit information about the individual that is held by Ringwood & Ply;
- (c) how an individual may complain about a failure of Ringwood & Ply to comply with its obligations under Part IIIA of the Privacy Act or the Credit Reporting Code and how Ringwood & Ply will deal with such a complaint;
- (d) that Ringwood & Ply is not likely to disclose credit information to any overseas entities that do not have an Australian link.

7 For the purposes of:

- (a) processing this order requesting Goods and/or Services; or
- (b) assessing any ongoing provision of credit and/or the recovery of any overdue account; or
- (c) facilitating all business functions and activities of Ringwood & Ply as an agent for another credit providers,

by each individual signing this application, I/we hereby expressly give my/our consent to Ringwood & Ply, its successors and/or assigns to:

- (i) obtain credit information and credit eligibility information about me/us and/or the entity associated with me/us from any other credit provider or trade supplier;
- (ii) use, disclose or exchange with other credit providers or trade suppliers credit eligibility information about me/us and/or the entity associated with me/us;

and I/we further agree that this consent remains in force until all rights under any agreement granted as a result of a credit application, whether such agreement is held directly with Ringwood & Ply, ceases.

**SECTION 7: SIGNING** (Note: for partnerships, all partners must sign; for companies, all directors are required to sign)

1. Signature  
Applicant: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_  
Position Held: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness's  
Signature: \_\_\_\_\_  
Witness's Name and Address: \_\_\_\_\_  
\_\_\_\_\_

2. Signature  
Applicant: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_  
Position Held: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness's  
Signature: \_\_\_\_\_  
Witness's Name and Address: \_\_\_\_\_  
\_\_\_\_\_

## PERSONAL GUARANTEE AND INDEMNITY

TO: RINGWOOD & PLY PTY LTD ACN 010 926 575 ("RINGWOOD & PLY")

IN CONSIDERATION of the supply of or the continuation of the supply of Goods and Services on credit terms to [CUSTOMER'S NAME]:

\_\_\_\_\_  
("Customer")

\_\_\_\_\_  
(Please print full name)

\_\_\_\_\_  
("Guarantor")

\_\_\_\_\_  
(Please print full name)

\_\_\_\_\_  
("Guarantor")

COVENANTS with Ringwood & Ply as follows:

1. In this Guarantee:
  - (a) **"Account"** means each account of the Customer with Ringwood & Ply for money owing in relation to the supply of Goods & Services;  
**"Application"** means the credit application document submitted by the Customer to Ringwood & Ply in respect of an Account and in which the Terms & Conditions are incorporated;  
**"Co-surety"** means and includes any other person named as Guarantor or who otherwise guarantees payment of the Monies;  
**"Credit Limit"** means the credit limit notified by Ringwood & Ply to the Customer from time to time. Ringwood & Ply may from time to time vary or cancel the Credit Limit without prior notice to the Customer or Guarantor. It is acknowledged that any credit limit that may apply from time to time in respect of the Account is for the administrative convenience of Ringwood & Ply and solely for the benefit of Ringwood & Ply and such credit limit does not constitute a term upon which Goods & Services are supplied on credit, nor is it a term of the Guarantee and the Guarantor acknowledges that the Guarantor's liability under this Guarantee for the payment of Monies is unlimited;  
**"Customer"** means the holder of an Account with Ringwood & Ply for the supply of Goods & Services on credit whose Obligations are guaranteed under this Guarantee;  
**"Goods"** means goods supplied or to be supplied by Ringwood & Ply to the Customer including goods manufactured or modified at the Customer's request;  
**"Guarantee"** means this document and the terms set out herein;  
**"Guarantor"** means the person named in this Guarantee as guaranteeing payment of the Monies and the observance and performance by the Customer of the Customer's Obligations to Ringwood & Ply;  
**"Guarantor's land"** means all of the Guarantor's right, title and interest in land (held now or in the future, wherever located) whether owned by the Guarantor legally or beneficially or as trustee of any Trust;  
**"Monies"** means all money now or in the future actually or contingently owing by the Customer to Ringwood & Ply on any Account and includes any part of those monies;  
**"Obligations"** means the Customer's obligations to Ringwood & Ply under the Terms & Conditions;  
**"Ringwood & Ply"** means Ringwood & Ply Pty Ltd ACN 010 926 575 ABN 69 010 926 575  
**"Services"** means services supplied or to be supplied by Ringwood & Ply to the Customer including but not limited to the delivery of Goods to the Customer;  
**"Terms & Conditions"** means Ringwood & Ply's Terms & Conditions upon which Goods & Services are supplied on credit to the Customer and which are incorporated in the Application;  
**"Trust"** means each trust for which the Guarantor holds land as trustee;
  - (b) A reference to the singular includes the plural and vice versa;
  - (c) A reference to one gender denotes the relevant gender; and
  - (d) A person denotes an individual or corporation or other legal entity as applicable.
2. The Guarantor guarantees the due and punctual:
  - (a) payment by the Customer to Ringwood & Ply of all Monies which the Customer may now or in the future be liable to pay to Ringwood & Ply actually or contingently on any Account; and
  - (b) observance and performance by the Customer of the Customer's Obligations to Ringwood & Ply under the Terms & Conditions; and indemnifies Ringwood & Ply against all loss (including unpaid Monies) and damage suffered or incurred by Ringwood & Ply by reason of the Customer's failure to pay the Monies or to observe or perform the Obligations.
3. If there is more than one Guarantor, "Guarantor" means all of them collectively and each of them individually and the Guarantors' covenants are joint and several.
4. This Guarantee is a continuing and irrevocable guarantee and indemnity until the Guarantor is expressly released by Ringwood & Ply in writing and is not discharged by any intermediate payment or settlement of accounts.
5. The Guarantor's obligations under this Guarantee are unconditional and not affected by anything which might otherwise affect them under the law relating to sureties including:
  - (a) any change in the legal capacity, rights or obligations of the Guarantor, the Customer, a Co-surety or any other person; or
  - (b) the fact that, in relation to any of the Monies or any security, guarantee or indemnity relating to the Monies, Ringwood & Ply:
    - (i) obtains a judgment against the Customer, a Co-surety or any other person; or
    - (ii) gives up, releases, varies or exchanges or fails to obtain, perfect, register or realise, or deal in any other way with any security, guarantee or indemnity; or
    - (iii) grants time or any other concession to, or compounds or compromises with, or does or omits to do anything which affects the obligations of the Customer, a Co-surety or any other person to Ringwood & Ply or to the Guarantor; or
    - (iv) receives any dividends out of the estate or assets of the Customer, a Co-surety or of any person; or
  - (c) the fact that any security, guarantee or indemnity held or taken by Ringwood & Ply is void, defective or informal or ranks after any other security or obligation for any reason; or
  - (d) the death, mental or physical disability or insolvency of the Customer, the Guarantor, a Co-surety or any other person; or
  - (e) a variation or extension to, or a stopping, replacement or refusal of any credit or any other arrangement (including an increase in any Credit Limit or a variation in the Terms & Conditions) given to the Customer whether with or without the Guarantor's consent or knowledge; or
  - (f) the fact that any Monies may not be recoverable from the Customer, a Co-surety or any other person for any reason; or
  - (g) the cessation of business of any firm or partnership which the Customer or the Guarantor comprises or any change in its membership.
6. The obligations of the Guarantor under this guarantee are principal obligations and Ringwood & Ply is not required to take action first against the Customer or to make demands first against the Customer or to marshal its security.
7. The Guarantor must not prove or claim in the assets of the Customer in competition with Ringwood & Ply if the Customer is made bankrupt, wound up or makes a deed of arrangement, a composition or compromise in satisfaction of its debts or (being a natural person) dies. If directed by Ringwood & Ply the Guarantor shall lodge a proof of debt and must hold any distribution or payment received on trust for Ringwood & Ply.
8. In order to secure payment of the Monies, the Guarantor charges as beneficial owner and as trustee of any Trust, in favour of Ringwood & Ply, all of the Guarantor's land (held now or in the future, wherever located), with payment of the Monies and any other monies owed pursuant to this Guarantee. The

Guarantor acknowledges that Ringwood & Ply may register a Caveat over the Guarantor's land in respect of this charge. The Guarantor agrees that immediately upon request by Ringwood & Ply, the Guarantor will execute and give to Ringwood & Ply a mortgage in registrable form in favour of Ringwood & Ply over the Guarantor's land and by reason of this agreement to give a mortgage in favour of Ringwood & Ply the Guarantor acknowledges that Ringwood & Ply is an equitable mortgagee in respect of the Guarantor's land.

9. If the Guarantor is a trustee of any Trust:
  - (a) the Guarantor also is bound by this Guarantee in the capacity of trustee and charges the Guarantor's land as trustee;
  - (b) warrants that it is a proper exercise of the Guarantor's authority and power under the trust instrument and at law to enter into this Guarantee.
10. If a payment made to Ringwood & Ply by the Customer or a Co-surety is voided or set-aside or Ringwood & Ply concedes or compromises a claim that a payment (or part of a payment) of the Monies is void or voidable (by reason of laws relating to insolvency or otherwise), Ringwood & Ply is entitled to all rights in respect of those Monies as if the payment (or part of the payment) had not been made.
11. This Guarantee is binding on the Guarantor and the Guarantor's executors, administrators and successors.
12. The Guarantor is liable to pay to Ringwood & Ply and Ringwood & Ply may recover in full from the Guarantor all costs, expenses and disbursements (including debt collection agency fees and commissions and all legal costs on a solicitor and own client basis) incurred and/or payable by Ringwood & Ply associated with this Guarantee and/or any Account arising from or as a result of Ringwood & Ply exercising or enforcing or seeking to exercise or enforce a right under this Guarantee or the Terms & Conditions of any Account, and, in particular, in collecting or attempting to collect Monies. Such costs, expenses and disbursements may be collected by Ringwood & Ply as a liquidated debt.
13. A signed and dated certificate by any Director of Ringwood & Ply shall be prima facie evidence of the Monies owing or of any other matter or fact as at the date of the certificate.
14. It is acknowledged by the Guarantor that the Guarantor fully understands the risks associated with this Guarantee and freely elects to give this Guarantee.
15. This Guarantee will be governed by and construed in accordance with the laws in the state of Queensland. The Guarantor and Ringwood & Ply submit to the jurisdiction of the courts in Brisbane.
16. Any notice required to be given by the Guarantor to Ringwood & Ply must be in writing and sent to Ringwood & Ply at PO Box 464, Corinda Queensland 4075 or by facsimile at 07 3379 3779, and will only be taken as delivered when actually received by Ringwood & Ply.
17. Ringwood & Ply may apply any payments received firstly to any costs, expenses and disbursements, then to interest, and then to the balance of Monies owing.
18. If any clause or part of this Guarantee or any related document is or becomes void or unenforceable that clause or part is severed so that all parts which are not void or unenforceable remain in full force and effect and are unaffected by the severance.

**PRIVACY ACT NOTIFICATIONS AND CONSENT** – By executing this Guarantee I/We acknowledge that I/we am/are informed of the following matters:

1. Ringwood & Ply collects personal information about individuals if it is necessary for one or more of Ringwood & Ply's functions or activities. In Ringwood & Ply's activities as a credit provider Ringwood & Ply collects credit-related information ("credit information") about individuals.
2. A detailed summary of the kinds of credit information that Ringwood & Ply collects about individuals is set out in Ringwood & Ply's Credit Reporting Privacy Policy available via its website at: [ringwood@ringwoodandply.com.au](mailto:ringwood@ringwoodandply.com.au). However, in short, credit information about an individual includes information about the individual's credit history and credit worthiness and is used by Ringwood & Ply for the purposes detailed below.
3. With the consent of the individual, Ringwood & Ply collects credit information (including credit eligibility information) about individuals (or an entity associated with an individual) from other credit providers and/or trade suppliers in connection with any guarantee given or proposed to be given for such purposes as: assessing whether to enter into agreements, including those which involve provision of credit; assessing the provision of credit; and the recovery of any overdue amounts.
4. If such credit information about individuals associated with the applicant (including guarantors) is not collected by Ringwood & Ply then Ringwood & Ply cannot properly process or consider applications for credit accounts such that Ringwood & Ply will not be able to process the application and decide to or not to grant a commercial credit account or process some other request associated with a credit account.
5. With the consent of the individual, Ringwood & Ply may disclose credit information to other credit providers and/or trade suppliers in connection with any guarantee given or proposed to be given for such purposes as: processing and assessing applications for commercial credit accounts; assessing the provision of credit and the amount of any credit; and the recovery of any overdue amounts.
6. Ringwood & Ply has a Credit Reporting Privacy Policy which is available at [ringwood@ringwoodandply.com.au](mailto:ringwood@ringwoodandply.com.au) which contains information about the following:
  - (e) how an individual may access the credit eligibility information about the individual held by Ringwood & Ply;
  - (f) how an individual may seek the correction of credit information or credit eligibility information about the individual that is held by Ringwood & Ply;
  - (g) how an individual may complain about a failure of Ringwood & Ply to comply with its obligations under Part IIIA of the *Privacy Act* or the Credit Reporting Code and how Ringwood & Ply will deal with such a complaint;
  - (h) that Ringwood & Ply is not likely to disclose credit information or credit eligibility information to any overseas entities that do not have an Australian link.
7. Individuals have the right to request that CRBs not use credit information for the purposes of pre-screening of direct marketing by a credit provider.
8. Individuals have the right to request that CRBs not use or disclose credit information about the individual if the individual believes, on reasonable grounds, that the individual has been, or is likely to be, a victim of fraud.

For the purposes of processing and/or assessment of this guarantee in connection with any associated application for a commercial credit account, or ongoing provision of credit and/or the recovery of any overdue account, whether or not in connection with any guarantee I/we hereby expressly give my/our consent to Ringwood & Ply, its successors and/or assigns to:

- (a) obtain credit information and credit eligibility information about me/us and/or the applicant from other credit providers and/or trade suppliers;
- (b) use, disclose or exchange with other credit providers or trade suppliers credit eligibility information about me/us and/or the applicant.

I/we further agree that this consent remains in force until all rights under the guarantee come to an end.

**EXECUTED as a deed this**

**day of**

**20**

SIGNED by \_\_\_\_\_

SIGNED by \_\_\_\_\_

in the presence of: \_\_\_\_\_

in the presence of: \_\_\_\_\_

Witness name: \_\_\_\_\_

Witness name: \_\_\_\_\_

Witness address: \_\_\_\_\_

Witness address: \_\_\_\_\_

## TERMS AND CONDITIONS

## 1 TERMS AND CONDITIONS TO APPLY AND INTERPRETATION

Ringwood & Ply Pty Ltd ACN 010 926 575 ("Ringwood & Ply") and the Customer (being the Applicant named in any application for credit accompanying these Terms & Conditions or otherwise) ("Customer") agree that these Terms and Conditions ("Terms & Conditions") shall apply to the supply of all Goods sold and Services provided by Ringwood & Ply to the Customer despite any prior agreements, prior offers, dealings or trade usage, or any terms communicated by the Customer to Ringwood & Ply.

In these Terms & Conditions:

"Account" means each account of the Customer with Ringwood & Ply for moneys owing in relation to the supply of Goods and/or Services;

"Applicant" means the applicant for an account named in any accompanying application for credit;

"Customer's Land" means all of the Customer's right, title and interest in land (held now or in the future, wherever located) whether owned by the Customer legally and/or beneficially or as trustee of any Trust;

"Delivery Date" means, in relation to any Goods or Services, the date agreed between Ringwood & Ply and the Customer by which the Goods are to be delivered and/or the Services are to be provided.

"Goods" means goods supplied or to be supplied by Ringwood & Ply to the Customer including goods manufactured or modified by Ringwood & Ply at the Customer's request;

"Services" means services supplied or to be supplied by Ringwood & Ply to the Customer including but not limited to delivery of Goods to the Customer;

"Moneys" means all moneys now or in the future actually or contingently owing by the Customer to Ringwood & Ply on any Account and includes any part of those moneys and includes all interest accruals and costs, expenses, and disbursements;

"PPSA" means the *Personal Property Securities Act 2009 (Cth)*;

If the Customer is comprised of more than one person then "Customer" means those persons collectively and each of them individually and the obligations and liabilities on the part of the Customer in these Terms & Conditions binds all of them jointly and each of them severally.

A reference to the singular includes the plural and vice versa;

A reference to one gender denotes the relevant gender;

A person denotes an individual or corporation or other legal entity as applicable.

## 2 QUOTATIONS

If Ringwood & Ply has provided any quotation specifically for Goods and Services ("Quotation"):

- these Terms & Conditions shall apply to the Quotation;
- the price in the Quotation shall be Ringwood & Ply's current price as at the date of the Quotation and the price actually payable for the Goods and Services shall be Ringwood & Ply's current price as at the date of the Customer's acceptance of the Quotation;
- the Quotation will detail any charges for delivery of the Goods and Services;
- subject to clause 2 (b), the Quotation shall remain valid for acceptance by the Customer for thirty (30) days after the date of the Quotation;
- if a deposit for Goods and Services is required details will appear in the Quotation.

## 3 ORDERS

If the Customer has made an order for Goods and Services without there being a Quotation provided by Ringwood & Ply ("Order"):

- the Order is subject to acceptance in writing by Ringwood & Ply; and
- the price actually payable for the Goods and Services is Ringwood & Ply's current price as at the date of Ringwood & Ply's acceptance of the Order; and
- for some Goods and Services Ringwood & Ply requires a deposit to be paid by the Customer at the time of making an Order. The details of the deposit will be provided by Ringwood & Ply to the Customer in writing.

## 4 VARIATION OR CANCELLATION

After the Customer's acceptance of a Quotation or Ringwood & Ply's acceptance of an Order:

- no change in the specification of Goods and Services shall bind Ringwood & Ply, unless Ringwood & Ply expressly agrees to the change in writing; and
- if the Customer cancels the Order or Quotation after acceptance, the Customer will reimburse Ringwood & Ply for any loss, damage or expenses incurred by Ringwood & Ply in relation to the supply or proposed supply of the Goods and Services.

## 5 CHARGES AND TAXES

- Unless otherwise expressly stated, the price of Goods and Services excludes all freight, transportation, shipping, insurance, packing, crating or casing, storage, handling, demurrage, delivery, export and similar charges, and all sales, GST, excise or other taxes, and the Customer shall pay and indemnify Ringwood & Ply for those charges or taxes. If Ringwood & Ply expressly agrees in writing that the price includes any of such charges or taxes, the price is subject to adjustment for increases in any of those charges or taxes after the date of the Quotation or acceptance of the Order.
- The Customer shall pay all taxes, levies, duties and assessments of every nature due in connection with the Goods and Services supplied and hereby indemnifies and holds harmless Ringwood & Ply from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

- The price for Goods and Services includes import duty. However, Ringwood & Ply reserves the right to charge the Customer if the amount of import duty increases.
- For the avoidance of doubt the price for Goods and Services does not include the cost of any installation, commissioning or training requested by the Customer.

## 6 PAYMENT

- The Customer shall pay for Goods and Services on the completion of the provision of Goods and/or Services by Ringwood & Ply or if the Customer's credit application is approved by Ringwood & Ply, within thirty (30) days from the end of the month for which the invoice for the Goods and/or Services are invoiced by Ringwood & Ply. Time shall be of the essence in respect of payment for the Goods and Services.
- If payment is not made by the due date for payment, the Customer shall be liable to pay to Ringwood & Ply interest at the rate of two percent (2%) per month until paid. This will not affect any other rights of Ringwood & Ply.
- Whilst any moneys are owed by the Customer Ringwood & Ply, the Customer is not entitled to set off any amounts owed by Ringwood & Ply or withhold any payments to Ringwood & Ply.
- Ringwood & Ply is entitled to recover from the Customer, in addition to the price, any GST on the supply of the Goods and Services except to the extent that the prices expressly include GST.
- Ringwood & Ply is entitled to recover from the Customer, in addition to the price of Goods and Services, all losses, expenses, disbursements and costs (including legal fees) on a full indemnity basis, consequent upon Ringwood & Ply seeking to execute or enforce a right under these Terms & Conditions and/or any guarantees related to the Customer's account, and all such amounts are recoverable from the Customer by Ringwood & Ply as a liquidated debt.

## 7 DELIVERY

- Ringwood & Ply will use all reasonable endeavours to deliver the Goods and Services on or before the Delivery Date, but:
  - the Delivery Date is subject to extension for any delay caused by strikes, lockouts, war, breakdowns, accidents, delays in transport, fire or any cause beyond the reasonable control of Ringwood & Ply; and
  - Ringwood & Ply will not be liable for any loss, damage or other liability whether in contract, tort, negligence or otherwise and whether directly or indirectly arising from the Goods and Services not being delivered by the Delivery Date for any reason.
- The Customer will be charged for all costs related to delivery and such costs will be detailed on a tax invoice provided to the Customer.
- Ringwood & Ply may, with the agreement of the Customer, deliver Goods and Services to the Customer in instalments and in respect of which Ringwood & Ply may separately invoice the Customer for payment for each delivery instalment (each of which shall be taken to be the subject of a separate and distinct contract between the parties).
- Any Goods and Services sought to be returned will only be accepted with the prior written approval of Ringwood & Ply and may be subject to a 15% handling/restocking fee.
- Goods which have been specifically manufactured by Ringwood & Ply for the Customer or altered by the Customer cannot be returned simply because the Customer has changed its mind in respect of those Goods.

## 8 RISK AND PROPERTY IN GOODS

- For the purposes of the PPSA (as amended from time to time) "Goods" in this clause means any and all present and after acquired goods supplied by Ringwood & Ply to the Customer;
- The Goods shall be entirely at the risk (including loss, damage or deterioration) of the Customer from the time of delivery of the Goods (the carrier of the Goods shall be taken to be the agent of the Customer even if engaged or paid by Ringwood & Ply).
- Ringwood & Ply retains full title to the Goods until Ringwood & Ply receives payment in full for the Goods and all other amounts owed by the Customer to Ringwood & Ply.
- Until all Monies have been paid:
  - Ringwood & Ply has the right to call for or recover possession of the Goods (for which purpose Ringwood & Ply's employees or agents may enter onto the Customer's premises) and the Customer must deliver up the Goods if so directed by Ringwood & Ply;
  - the Customer:
    - agrees that the relationship between the Customer and Ringwood & Ply shall be fiduciary and the Customer shall keep the Goods safely, securely and separately stored and marked in a manner which clearly indicates that they belong to Ringwood & Ply;
    - has the right to resell the Goods in the ordinary course of the Customer's business as Ringwood & Ply's fiduciary agent but must not otherwise dispose of or encumber the Goods;
    - shall not mix the Goods with or attach them to other materials or otherwise make them unable to be returned to Ringwood & Ply in their original state;
    - agrees that if the Goods are incorporated with goods of the Customer, the resultant product shall become and be deemed to be the sole property of Ringwood & Ply. If the Goods are incorporated in any way with the property of a party other than the Customer, the resultant product shall become and be deemed to be owned in common by Ringwood & Ply with that other party (or parties) on a pro-rata basis to be calculated by reference to the cost to the Customer of the

incorporated materials; and

- (E) will hold any proceeds (as that term is defined in the PPSA) of any resale, disposal or other dealing with the Goods or any product incorporating the Goods (including sale or supply to a party other than the Customer) in trust for Ringwood & Ply and shall pay the proceeds into a separate fiduciary account to be held in trust for Ringwood & Ply until accounted for to Ringwood & Ply at the demand of Ringwood & Ply.
- (e) To avoid any doubt, for the purposes of the PPSA, it is the intention of the parties by this clause 8 that there is created for the benefit of Ringwood & Ply a Purchase Money Security Interest in the Goods;
- (f) The Customer agrees that Ringwood & Ply may register any personal property security interest created by these Terms & Conditions on the Personal Property Securities Register and the Customer 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 Ringwood & Ply in respect of any personal property of the Customer. The parties agree that, insofar as the provisions of Chapter 4 of the PPSA are for the benefit of the Customer or place an obligation on Ringwood & Ply, those provisions will apply only to the extent that they cannot be contracted out of or to the extent that Ringwood & Ply otherwise agrees in writing.

## 9 LIABILITY

The Customer agrees that (subject to clause 11(c)):

- (a) the Customer must satisfy itself as to the truth and accuracy of and may not rely for any purpose upon, any technical or other advice or information provided by or on behalf of Ringwood & Ply in connection with Goods and Services or these Terms & Conditions;
- (b) All specifications, drawings, performance figures and particulars of weights and dimensions are estimates only and are subject to change. Any deviation from an estimate provided by Ringwood & Ply does not give grounds for claim.
- (c) except to the extent prohibited by law (and subject to clause 11(c) herein), the only remedy of the Customer against Ringwood & Ply for any loss, damage or liability whether in contract, tort, negligence or otherwise in connection with these Terms & Conditions and/or Goods and Services, Ringwood & Ply's supply of the Goods and Services, or Ringwood & Ply's failure to supply the Goods and Services to the Customer, shall be limited to Ringwood & Ply, at its option, replacing or repairing any Goods supplied and/or re-performing the Services; and
- (d) Ringwood & Ply shall otherwise have no liability to the Customer whether in contract, tort, negligence or otherwise.

## 10 DEFECTIVE GOODS & SERVICES

- (a) Within seven (7) days after the delivery of the Goods and Services and the provision of the Services the Customer shall complete any inspection or testing required by it to confirm the Goods and Services comply with these Terms & Conditions or any Order or specifications and notify Ringwood & Ply in writing of the extent to which the Goods and/or Services do not comply with the Terms & Conditions or any Order or specifications.
- (b) The Customer shall not use the Goods and Services (other than to the extent reasonably necessary for inspection and testing) before the Customer completes inspection and testing and satisfies itself that Goods and Services comply with the Terms & Conditions or any Order or specifications, and, if the Customer notifies Ringwood & Ply in writing that the Goods and Services do not comply with the Terms & Conditions or any Order or specifications, until Ringwood & Ply has had a reasonable opportunity to inspect and test the Goods and Services after Ringwood & Ply receives that notice.
- (c) If the Customer does not comply with clause 10(a) or 10(b), the Customer shall be taken to have unconditionally accepted the Goods and Services.

## 11 RINGWOOD & PLY WARRANTY

- (a) This warranty is given by Ringwood & Ply of 119 Factory Road, Oxley, QLD 4075 (Telephone 07 3379 3772 or Facsimile 07 3379 3779 in addition to other rights and remedies under Australian Consumer Law.
- (b) During the period of 6 months from the Delivery Date, Ringwood & Ply will replace or repair (at Ringwood & Ply's discretion) any defective new Goods without charge to the original user (or 3 months for remanufactured Goods without charge to the original user), so long as the defect does not arise from:
- improper adjustment, operation or use of the Goods and Services by any party other than Ringwood & Ply;
  - any modification or adaptation of, or addition to, the Goods and Services by any party other than Ringwood & Ply;
  - misuse of the Goods and Services or operation contrary to specifications by any party other than Ringwood & Ply; or
  - inadequate or improper maintenance or storage of the Goods and Services;
  - normal or scheduled maintenance;
  - general wear and tear.
- (c) If the Customer is a Consumer ("Consumer" has the meaning defined in Section 3 of the Competition and Consumer Act 2010) the Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Goods and Services repaired or replaced if the Goods and Services fail to be of acceptable quality and the failure does not amount to a major failure.

## 12 CHARGING CLAUSE

- (a) To secure payment of all Moneys, the Customer (or where the Customer is comprised of two or more persons or other entities then each person and other entities jointly and severally) hereby charges as legal and/or beneficial owner and as trustee of any trust in favour of Ringwood & Ply the Customer's Land with the due payment of all of those Moneys. The Customer acknowledges that Ringwood &

Ply may register a caveat or caveats over the Customer's Land in respect of this charge.

- (b) If the Customer is a trustee of any trust:
- it is bound by these Terms & Conditions and charges the Customer's Land as trustee;
  - warrants that it is a proper exercise of the Customer's authority and power under the trust instrument and at law to trade with Ringwood & Ply and to charge the Customer's Land in accordance with these Terms & Conditions.
- (c) Upon demand by Ringwood & Ply, the Customer agrees to immediately execute a mortgage or other instrument in terms satisfactory to Ringwood & Ply to further secure the Customer's indebtedness to Ringwood & Ply and the Customer acknowledges by reason of this agreement to give a mortgage in favour of Ringwood & Ply that Ringwood & Ply is an equitable mortgagee in respect of the Customer's Land.
- (d) Should the Customer fail within a reasonable time of such demand to execute such mortgage or other instrument then the Customer appoints irrevocably the credit manager or a duly authorised officer of Ringwood & Ply to be the Customer's lawful attorney to execute any such mortgage or other instrument.

## 13 TRUST AND TRUSTEES

Where the Customer is a trustee of any trust:-

- (a) the Customer agrees to produce immediately to Ringwood & Ply a stamped copy of the trust deed (including all amendments) upon written notice from Ringwood & Ply demanding a copy of that trust deed.
- (b) the Customer warrants that it has full power and authority to enter into these Terms & Conditions on behalf of the trust and that it shall be bound by these Terms & Conditions both personally and as trustee and clause 13 extends to any land held by the Customer as trustee.

## 14 DEFAULT, INSOLVENCY AND TERMINATION

If the Customer:

- (a) commits a substantial breach of the Terms & Conditions including unreasonably refusing to accept any Goods and Services or failing to pay for any Goods and Services, in accordance with the Terms & Conditions; or
- (b) informs any person it is insolvent, commits an act of bankruptcy, has a bankruptcy petition presented against it, becomes bankrupt, becomes subject to or bound by any arrangement, assignment, composition or moratorium of debts with its creditors, official management, receivership, liquidation, voluntary administration, winding up or other external administration,

all monies owing by the Customer to Ringwood & Ply become immediately due and payable and Ringwood & Ply may, without affecting Ringwood & Ply other rights:

- immediately terminate supply of Goods and Services;
- refuse, suspend or withhold supply of any further Goods and Services;
- enter upon (personally or by its employees or agents) any premises in the possession or control of the Customer and use reasonable force for the purposes of retaking possession of any Goods (title to which has not passed to the Customer), in which case the sale of those Goods by Ringwood & Ply to the Customer shall be taken to be terminated and Ringwood & Ply shall have no liability to the Customer whether for trespass, negligence, payment of damages or compensation or otherwise;
- terminate any credit arrangement with the Customer.

## 15 GOVERNING LAW

The laws of the State of Queensland shall apply to the Terms & Conditions and the Customer submits to the exclusive jurisdiction of the Courts of the Central Business District in Brisbane.

## 16 NON-WAIVER

Ringwood & Ply's failure to exercise any right under the Terms & Conditions or to insist on strict performance of any part of the Terms & Conditions does not operate as a waiver and a partial exercise of a right does not preclude any further or fuller exercise of that right.

## 17 SEVERANCE

If any part of these Terms & Conditions or any related document is or becomes void or unenforceable that part is severed so that all parts which are not void or unenforceable remain in full force and effect and are unaffected by the severance.

## 18 NOTICES

- (a) Notices required to be given by the Customer to Ringwood & Ply pursuant to these Terms & Conditions may be delivered to Ringwood & Ply:
- personally to Ringwood & Ply at 119 Factory Road, Oxley, QLD 4125; or
  - sent by post to Ringwood & Ply's postal address at PO Box 464 Corinda, QLD 4075; or
  - sent by facsimile to Ringwood & Ply at 07 3379 3779.
- (b) Notices will be taken as delivered when received by Ringwood & Ply.
- (c) Notices required to be given by Ringwood & Ply to the Customer pursuant to these Terms & Conditions may be delivered:
- by post to the Customer's last known address (and shall be taken as delivered on the second business day following posting); or
  - by facsimile to the Customer's last known facsimile number (and will be taken to be received when a successful facsimile transmission is notified Ringwood & Ply's fax machine); or
  - by email to the last notified email address of the Customer (which will be taken to be received within 24 hours of Ringwood & Ply sending the email to the correct email address).