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APPLICATION FOR 30 DAY CREDIT ACCOUNT

TO: MICROJET IMAGING PTY LIMITED (ABN 99 093 693 353) of 19 Winterton Road, Clayton 3168, in the State of Victoria
("Microjet")
I/We ("the Applicant") hereby apply to Microjet for a credit account incorporating the Terms and Conditions of Sale hereinafter stated.

Customer's Full Legal Entity/ Name:

Trading Name:

Business Trading Address:

Postal Address:

Type of business: Sole Trader Partnership Company Trust

AC.N NO: ABN NO:

Full Names and Addresses and Telephone Numbers of Owners/Directors:

Name: Name:

Address: Address:

Phone No: Phone No:

Email Address: Email Address:

Nature of business/occupation:

Registered Office Address:

Post Code:

Business Telephone: A/H Telephone / Mobile:

Business Fax: Email:

Date of incorporation/date business established: Paid Up Capital:

Bank: Address:

BSB: Account Number:

Trade References:

1. Phone: Fax:

2. Phone: Fax:

3. Phone: Fax:

Estimated value of monthly purchases: Min \$..... Max \$.....

Credit Limit requested: \$.....

Contact Person: PurchasingAccounts:

Credit Application Terms

The Applicant hereby acknowledges and agrees that:

1. Microjet is authorised to obtain trade references and any other information it considers necessary from the Trade References supplied herein.
2. Should this application be accepted by Microjet the Applicant agrees that the Credit Account shall be subject to the terms of this application and the usual Terms and Conditions of Trade attached hereto.
3. Microjet hereby advises that, pursuant to s18E(8) of the Privacy Act 1988, information disclosed in this credit application may be disclosed to a credit reporting agency. Under s18E(8)(c) of the Privacy Act 1988, Microjet can give a credit reporting agency personal information about your credit application. Information which may be given to an agency is covered by s18E(3); the fact that you have applied for credit and the amount, the fact that Microjet is a credit provider to you, payments that become overdue by more than sixty (60) days and for which collection action has commenced; advice that payments are no longer overdue; cheques drawn by you which have been dishonoured more than once; in specific circumstances, that in the opinion of Microjet you have committed a serious credit infringement; that credit provided to you by Microjet has been paid or otherwise discharged. Pursuant to ss18K(1) and 18N(1) of the Privacy Act 1988 and paragraph 2.12 of the Credit Reporting Code of Conduct issued under s18A of that Act, you hereby agree to Microjet obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to credit worthiness); and agree to that agency or credit provider providing that information to Microjet for that purpose. You further agree to the obtaining from , and provision by, such agency or provider, of further credit reports for the purpose of Microjet assessing this application.
4. The information provided above is true and correct and Microjet is entitled to rely on the information in assessing whether to extend 30 days credit to me/us.
5. Any transaction entered into pursuant to these Terms and Conditions are solely for business purposes and the terms and conditions of any credit code or regulation or similar legislation shall not apply.
6. The persons signing as or for the Applicant are duly authorised to do so by the Applicant.
7. Should any changes take place effecting the legal entity, structure or management of the Applicant or if there is any change to any of the information or details given to the Company on this Application, the Applicant must notify the Company of that change. Failure to so notify is a breach entitling the Company to claim the full amount of any credit account outstanding;

Guarantee

8. As a Condition Precedent to the Company accepting this Application and agreeing to approve a credit account, the Directors acknowledge that the attached Guarantee must be signed by each Director of the Applicant Company. Please ensure to complete and sign the Guarantee by all Directors and return this to us together with this Application.

Name and signature of person signing this Application personally:

Name: _____ Signature: _____

OR

Name and signature of authorised Representative signing this Application on behalf of the Applicant:

Name: _____ Signature: _____

Capacity (ie. Director).....

MICROJET IMAGING PTY LIMITED
(ACN: 093 693 353)
(Microjet/the Company)
TERMS AND CONDITIONS OF TRADE

1. GENERAL

These terms and conditions shall apply to the exclusion of all others including any terms and conditions of the Customer (whether on the Customer's order form or otherwise). The Customer acknowledges that these terms and conditions embody the whole agreement between the parties and agrees to be bound by them.

2. Goods supplied by Microjet shall be at the Applicant's/Customer's (the Customer) risk immediately upon delivery to the Customer of the Goods. Insurance in respect of the Goods will be the responsibility of the Customer from the date of delivery to it.
3. Property and title to the Goods shall only pass to the Customer when full payment in respect of the Goods has been made.
4. Where Microjet has not been paid for Goods delivered to the Customer, then until such time as the Goods are disposed of by the Customer in accordance with these Terms and Conditions, the Customer holds the Goods as fiduciary bailee and as agent for Microjet. In this event, the Customer must store the Goods on its premises separately, identify the Goods to clearly show that they are the property of the Company, ensure that the Goods are kept in a good and serviceable condition, secure and insure the Goods against the risk of loss, damage and theft, allow Microjet access to the Customer's premises during normal trading hours to inspect the Goods and provide on request full records of all Goods stored or held by the Customer, the subject matter of Microjet's retention of title.
5. If any good distributed by Microjet develops a fault in material or manufacture within a reasonable period from the date of sale and which fault, in Microjet's opinion, will prevent reasonable services being obtained, then subject to clause 7 Microjet's liability is limited to one of the following (as selected by Microjet):
 - (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 Goods equivalent to the Goods;
 - (d) the payment of the costs of having the Goods repaired.
6. RETURN OF GOODS
 - (a) The provisions of clause 5 are subject to the customer, where justified, notifying Microjet of the fault,
 - (b) Goods will not be accepted for credit for the following reasons:
 - (i) If a cartridge is empty or below the manufactures minimum weight;
 - (ii) no invoice No;
 - (iii) goods have been lost, destroyed, or disposed of by the consumer ; or
 - (iv) the goods were damaged after delivery.
7. Microjet shall not be liable in respect of any claim, injury, loss or damage to any person or property caused by or arising out of the use of any good distributed by Microjet, except as may be imposed upon Microjet or implied into the transaction by any statute or law, the provisions of which cannot be excluded by these Terms and Conditions.
8. Prices are subject to change without notice.
9. No agent, representative or employee of Microjet has any authority to vary these Terms and Conditions or any part of them.
10. The acceptance of delivery of any Goods or other product which Microjet distributes implies acceptance by the Customer of all of the Terms and Conditions contained herein.
11. All representations, statements, terms, conditions, consumer guarantees and warranties, whether expressed or implied, not contained herein, are expressly excluded to the fullest extent permitted by law (including with out limitation the Australian Consumer Law).
12. The Customer acknowledges that it is not a consumer for the purposes of the CCA(the *Competition and Consumer Act 2010 (Cth)*).
13. The Company:
 - i) excludes any liability in contract, tort (including negligence) or otherwise, in connection with any supply of Goods, for any indirect damages or losses, or for any special, punitive or exemplary damages;
 - ii) limits its liability in contract, tort (including negligence) or otherwise, in connection with any supply of Goods, to the price payable by the Customer for the Goods;
 - iii) excludes any liability for or in connection with a claim that the Goods are not fit for a particular purpose, except where the Company has a liability as contemplated by the CCA.
14. Any date quoted for delivery or performance ("the quote date") is an estimate only and if Microjet cannot make any delivery or perform any service for any reason, which is either wholly or partly beyond its control, then the obligation to make that delivery or perform that service shall be suspended until Microjet can make or perform it.
15. The Customer shall accept and pay for Goods when tendered notwithstanding any failure by Microjet to deliver or to perform by the quoted day.
16. Should the Customer fail to take delivery of the Goods when intended, then the risk shall pass to the Customer as soon as delivery is tendered, and payment shall be due from the time of tender.
17. Microjet shall be entitled to suspend any delivery while the Customer is in breach of any of the Terms and Conditions herein and the provisions of clause 7 of the Credit Application shall apply.
18. Time for payment shall be an essential term of these Terms and Conditions.
19. The Customer acknowledges and agrees that:
 - (i) The Trading Terms are a Security Agreement for the purposes of the PPSA (the *Personal Property Securities Act 2009 (Cth)*);
 - (ii) The Company has a Security Interest in the Goods and in any present or after acquired property that represents Proceeds of the Goods; and
 - (iii) The Security Interest secures all amounts owing by the Customer to the Company in connection with the relevant Goods under these Trading Terms.
20. The Customer acknowledges and agrees as follows:
 - (i) The Company may at any time register a Financing Statement (or, if relevant, a Financing Change Statement) on the Register in relation to its Security Interest in the Goods that may include terms that:
 - describe the Company as the "secured party" and the Customer as the "grantor";
 - describe the Goods supplied by the Company to the Customer from time to time pursuant to these Trading Terms as collateral in the class of "other goods" (or in such other class as the Company may reasonably determine is applicable to the Goods);
 - specifies that the Security Interest that the Company holds in the collateral is a PMSI in accordance with item 7 of the table in section 153(1) of the PPSA to the extent that it secures payment of the amounts owing in connection with that collateral; and
 - specifies that the Security Interest affects Proceeds and, in particular, all present and after acquired property that represents Proceeds of the Goods.
 - Period of Registration:
 - (ii) The Company may register a Financing Statement or Financing Change Statement on the PPSA Register for any period that the Company determines (in its discretion).

Fees and Costs

- (iii) Upon request made by the Company, the Customer must pay to the Company all fees, charges and expenses that the Company or its agent may reasonably incur in:
 - preparing, lodging or registering any Financing Statement or Financing Change Statement in relation to any Security Interest that is granted to the Company under the Trading Terms;
 - maintaining any such registration; or
 - enforcing any Security Interest granted to the Company under the Trading Terms.

When Registration to be effected:

- (iv) The Company may register its Security Interest on the Register at any time so long as the Company believes on reasonable grounds that it will become a secured party in relation to the Goods including without limitation when the Customer signs or otherwise adopts or accepts the Trading Terms in a manner proposed by the Company.

Attachment:

- (v) A Security Interest in Goods created according to the Trading Terms will attach to the Goods at the time that the Customer obtains possession of them and not at any later time.

Do all things necessary

- (vi) The Customer must do anything reasonably required by the Company to enable the Company to register the Security Interest as a PMSI and to maintain that registration.

Separate Financing Statements

- (vii) If the Company considers that it has or may have a Security Interest that is not a PMSI in relation to any Goods, it may register a Financing Statement in respect of that Security Interest (and that Financing Statement may be in addition to a Financing Statement registered by the Company in relation to a PMSI in the same Goods).

Confidential Information

- (viii) The Company and the Applicant agree that neither party will disclose to an interested person or to any other person, any information of the kind described in section 275 (1) of the PPSA except that the Company may disclose that information to an interested person where section 275(7) of the PPSA applies.
- (ix) That it will not authorize the disclosure of any information of the kind described in section 275 (1) of the PPSA.

Enforcement

- 21. If the Customer fails to pay an amount owing when due or if it fails to perform any of its obligations in connection with the supply of Goods, the Customer agrees that the Company shall be entitled to exercise its enforcement rights and remedies as a secured party in accordance with the provisions of the PPSA including (without limitation) the rights contained in section 123 of the PPSA to seize the Goods by any method permitted by law. For these purposes, and without limiting any other rights of the Company under the PPSA as a secured party, the Customer further agrees:
 - (i) upon demand made by the Company, to immediately deliver up the Goods to the Company;
 - (ii) to irrevocably authorise the Company to enter any premises occupied by the Customer in order to search for, retrieve and remove those Goods to which the Company has title and which are the subject of a Security Interest as provided for by these Trading Terms;
 - (iii) to do all things necessary to immediately facilitate the Company's access to the Customer's premises and to assist the Company to locate and identify the Goods;
 - (iv) to authorize the Company to resell the Goods seized and apply the proceeds of sale in payment of any monies that the Customer owes it;
 - (v) that in the event of any inconsistency with the provisions contained in section 123 of the PPSA and the provisions contained in this paragraph 24, the provisions of this paragraph 24 shall prevail.

22. Notices:-

- (i) PPSA Notices

The Customer agrees that the Company does not need to give the Customer any notice under the PPSA (including without limitation a notice of a verification statement received from the Registrar) unless the notice is required by the PPSA and that requirement cannot be excluded. (ii) Where default

In the event of a default by the Customer in performing of any of its obligations in connection with a supply of Goods under the Trading Terms, the Customer agrees that (as between the parties to the Contract Terms) the Company is not obliged to give notice to any other secured party with interests in the same collateral or to any other third party of any enforcement or recovery action that it takes or which it may take with respect to its Security Interest in any of the Goods.

Default

- 23. The contract for the supply of Goods is deemed to have been entered into in the State of Victoria. Any legal action arising out of or in respect of these Terms and Conditions and / or the interpretation thereof shall be brought only in the Courts of Melbourne and the Customer irrevocably submits itself to the jurisdiction of the Courts in Melbourne.

I / we the undersigned, being the authorised person/officer of the Customer acknowledge that I / we have read and understood all the above Terms and Conditions of Trade, and I / we further agree to abide by them and the Application for Credit.

Signed by / for and on behalf of the Customer by the person named below who warrants his / her / their authority to so sign:

Dated the of 2013

.....
Full Name of Applicant (Please print)

.....
Signature of authorised representative

.....
Signature of Applicant

.....
Capacity of authorised representative

.....
Capacity of person signing personally
(ie. personally as owner, partner, sole trader or as representative ie. Director)

GUARANTEE AND INDEMNITY

In consideration of Microjet Imaging Pty Ltd (ABN: 99 093 693 353) (“the Company”) having agreed to supply goods to the Applicant / Customer (“the Customer”) on the basis of the Credit Terms set out in the Application for Credit and the Terms and Conditions of Trade (the terms and conditions of which are fully known to the Guarantor), “the Guarantor” described hereunder hereby jointly and severally agrees (if more than one) as follows:

- (a) To guarantee to the Company the due performance by the Customer of the Credit Terms and the Terms and Conditions of Trade hereinafter set out and the payment of any monies payable for goods provided on credit by the Company to the Customer or to any other persons at the Customer’s request and all interests, costs and taxes thereon, as defined in the Terms and Conditions of Trade.
- (b) To indemnify and keep indemnified the Company against any default by the Customer of the Terms and Conditions of Trade or the failure to make any payment due to the Company. This indemnity shall be unlimited.
- (c) This Guarantee shall be a continuing guarantee.
- (d) If at any time default shall be made in the punctual payment of any monies payable by the Customer to the Company, the Guarantor will on demand pay to the Company the whole of such monies due and payable and make good all losses, damages, costs, charges and expenses sustained or incurred by the Company by reason or in consequence of such default.
- (e) The Company shall be at liberty without notice to the Guarantor at any time and without in any way discharging the Guarantor from any liability hereunder to grant to a particular or other Guarantor or the Customer any indulgence, time or concession and to accept payment in cash or other means of negotiable instrument.
- (f) The Guarantor shall in all respects be liable jointly and severally with the Customer instead of merely a surety of the Customer.
- (g) This Guarantee shall be fully effective notwithstanding that for any reason action cannot be taken or enforced against the Customer or it being found that this Guarantee is invalid or unenforceable so far as any other or particular Guarantor is concerned.
- (h) The obligations of the Guarantor hereunder shall not merge or be deemed to have merged in any judgment or security obtained by the Company against the Customer.
- (i) The Guarantor shall not require notice of the amount of credit from time to time extended to the Customer nor notice of any alterations to the Terms and Conditions of Trade to the Customer.
- (j) The Guarantor acknowledges that as security to the Company of the due performance by the Customer of the Credit Terms and the Terms and Conditions of Trade and the payment of any monies payable for goods provided on credit by the Company to the Customer or to other persons at the Customer’s request and all interests, costs and taxes thereon the Guarantor hereby as beneficial owner charges and mortgages in favour of the Company all leasehold and freehold interests in land in which the Guarantor (and if there be more than one Guarantor the Guarantor or any one or more of them) may at the execution of this Guarantee and Indemnity have or during the currency of the transaction described herein acquire.
- (k) The Guarantor agrees to the Company receiving from or giving to a credit reporting agency of its choosing any credit report containing personal information about the Guarantor in relation to collection of any outstanding amounts due to the Company.
- (l) The Guarantor agrees that no variation, postponement or forbearance on the part of the Company to enforce this Guarantee or the Terms and Conditions of Trade shall affect this Guarantee or the Guarantor’s performance hereunder and such variation, postponement or forbearance shall not act to release the Guarantor in any way.
- (m) This Guarantee shall not be determined nor the Guarantor discharged by reason of the liquidation (voluntary or otherwise) reconstruction, amalgamation, bankruptcy, administration or death of the Customer, its successors or assigns.
- (n) This Guarantee and Indemnity shall at all times be governed by the laws of the State of Victoria.
- (o) Service of any notice, document or Court proceeding on a Guarantor shall be deemed to have occurred if they are served at the address specified hereunder and any notice which is posted by prepaid ordinary post to the address hereunder shall be deemed to have been received by the Guarantor on the third day after the date of posting.
- (p) A certificate signed by a director of the Company shall be conclusive proof of the fact and amount of the Guarantor’s indebtedness in respect of the terms hereof.

I/We hereby acknowledge that by signing this document I/we automatically guarantee the Customer’s obligations under or in connection with the supply of goods under the conditions of sale or the granting of credit to the Customer pursuant to the Credit Terms. I/We hereby acknowledge that I/we have been given the opportunity to obtain independent legal and financial advice about the nature and effect of this Guarantee, the Terms and Conditions of Trade and Credit Terms and sign this document after having freely decided whether or not to obtain any legal advice. I/We hereby acknowledge that I/we know and understand the nature, effect and meaning of this document at the time of signature.

Signature: Signature:

Full Name & Address of Guarantor Full Name & Address of Guarantor
.....
.....

Witness: Witness:

Full Name & Address of Witness Full Name & Address of Witness
.....
.....

Date: Date: