



PHONE
ABN
HEAD OFFICE
SOUTH TERMINAL
NORTH TERMINAL
EMAIL

02 4256 6680
17 093 014 129
Lot 1 Creole Road, Albion Park Rail NSW 2527
5 Flinders Street, Port Kembla NSW 2505
18-28 Greenleaf Road, Kooragang Island NSW 2304
accounts@parkfuels.com.au

Application for Commercial Credit

CUSTOMER

Company Name: _____

Trading Name: _____

ACN No: _____ ABN No: _____

Business Registration No: _____

Postal Address: _____

Email Address: _____

Telephone Business: _____ Mobile No: _____

Contact Name: _____ Fax No: _____

Bank: _____ Branch: _____

A/C No: _____ A/C Name: _____

BUSINESS

Type of Business: _____ Date Business Commenced: _____

If you have owned this business for less than 12 months;

Provide details of previous business you have operated: _____

Previous proprietor of current business: _____

Monthly Requirement: \$ _____ Official orders to be issued: YES / NO

OWNERSHIP DETAILS (tick appropriate box)

Sole Trader Partnership Company

Is the Company a trust: YES / NO If yes, provide with this application a copy of the Trust Deed and any amending Deed.

How did you hear about Park?

Website Flyer Promotion Referral (by whom) _____

Other _____

Title	Application for Commercial Credit		Page 1 of 12
File Name	FR_FIN_COM_085	Version No.	2
Published Date	26 th April 2023	Revision Date	25 th April 2026
Document Owner	Chief Financial Officer	Approved by	Chief Executive Officer

Details of all Partners / Directors / all Shareholders (as applicable)

Position	Surname	Given Names	Private Address	Date of Birth

****To verify the identity of each PLEASE
PROVIDE COPY OF DRIVERS LICENCE, CREDIT
CARD, MEDICARE CARD****

Has any Partner, Director, Shareholder or Guarantor of the Customer:

- (a) been bankrupt, or involved with any corporation that has been liquidated or had external administrators appointed? If so provide the names of the Trustee, Liquidators and details for those insolvencies;
- (b) provide with this application a copy of the most recent Annual Return and financial accounts of the Company.

REFERENCES

Trading Reference: _____ Telephone No: _____

Trading Reference: _____ Telephone No: _____

Trading Reference: _____ Telephone No: _____

Finance Company: _____ A/C No: _____ Telephone No: _____

TERMS AND CONDITIONS OF APPLICATION FOR COMMERCIAL CREDIT

I / We acknowledge and agree that the Terms and Conditions, the Charge and Privacy Authority and (if applicable) the Personal Guarantee attached to this Application for Commercial Credit form part of this Application and have been read carefully, understood, and agreed by me/us.

In the case of a Trust Company the Applicant acknowledges that the Trustee shall be liable for the account and in addition the assets of the trust shall be available to meet the payment of the account.

Signed: _____ Signed: _____

Name: _____ Name: _____

Date: _____ Date: _____

Signature _____

PERSONAL GUARANTEE

To: Park Pty Ltd ABN 17 093 014 129 hereinafter called "Park"

In consideration of Park and/or its Related Bodies Corporate or their respective assigns trading under various firm names or styles ("Park ") agreeing at the request of the Guarantor (which request is testified by the Guarantor's execution of this document) to commence or continue to supply to the Customer on credit or otherwise goods and/or services from time to time on the terms and conditions imposed from time to time by Park on the Customer the Guarantor (jointly and severally if more than one) agrees with Park as follows:

1. To pay to Park without any demand and without any deductions, all monies which are now or may from time-to-time hereafter be owing or remain unpaid by the Customer to Park on all accounts whatsoever including (without limitation):
 - i. all moneys payable in respect of the supply of goods and services.
 - ii. interest payable on overdue accounts; and
 - iii. costs (on a full indemnity basis) of any attempt made by or on behalf of Park to recover monies from the Customer or from the guarantor or to secure any such indebtedness or liability to Park. Monies shall for the purpose of this Guarantee remain owing and unpaid until they have been actually paid to Park notwithstanding that they may not be or may cease to be recoverable from the Customer or any other person.
 - iv. to Guarantee the due performance of the Customer of any other obligations owed by it to Park.
2. This Guarantee shall be a continuing Guarantee.
3. Park may at any time (with or without the notice to the Guarantor) without discharging the Guarantor from liability:
 - (a) grant time or other indulgence to the Customer in respect of the liability of the Customer to pay Park.
 - (b) accept payment from the Customer in cash or by means of negotiable instruments.
 - (c) refuse to supply to the Customer further supplies of products and/or services.
 - (d) grant to the Customer or to any drawers, acceptors or endorsers of Bills of Exchange, Promissory Notes or other securities received by Park from the Customer or on which the Customer may be liable to Park at any time, further time or other indulgences.
 - (e) may release or impair any security.
 - (f) release or otherwise compromise with the Customer.
 - (g) release or otherwise compromise with another Guarantor.
4. The Guarantor shall not be discharged from liability by:
 - (a) the administration in insolvency of the Customer or the Guarantor or either of them.
 - (b) administration in insolvency includes any receivership or receivership and management, any winding up (voluntary or compulsory) and any official management or composition, arrangement with or assignment for the benefit of creditors in the administration in equity or otherwise of the estate or assets in whole or in part of the Customer or Guarantor as the case may be;
 - (c) from time to time any variation, modification or novation in the terms of supply of the obligations of the Customer or of other aspects of the relationship between Park and the Customer;
 - (d) Park's act, neglect, omission, delay or default by which the whole or part of the liability of the Guarantor or all or any part of the liabilities of the Guarantee would but for this provision have been affected or discharged;
 - (e) the release of the Customer and or one or more Guarantors by operation of law or otherwise.
5. The Guarantor shall pay to Park upon demand from time to time amounts equal to amounts received by Park for the credit of any account of the Customer and for which Park may in or in connection with any administration in insolvency of the Customer be obliged to account to any person or may in its discretion so account.
6. The Guarantor shall be jointly and severally liable with the Customer as principal debtor and not a mere surety for the Customer and the Guarantor waives all rights inconsistent with the provisions of this clause 6 which the Guarantor might otherwise have been entitled to claim and enforce. The obligations of the Guarantor imposed by this clause shall not be in any way limited by other clauses in this Guarantee.
7. This Guarantee shall be enforceable against the Guarantor (if more than one) jointly and against each of them severally notwithstanding that any negotiable instrument or other securities as referred to in clause 3 hereof shall at the time of proceedings being taken by Park against the Guarantor or any of them be then outstanding or in circulation.
8. This Guarantee shall remain in force so long as the Customer shall maintain an account with Park for the sale of products and/or rendering of services by Park to the Customer notwithstanding that the account may from time to time be not in debt PROVIDED THAT the Guarantor may, by giving Park three months' prior notice in writing, terminate this Guarantee so far as it relates to transactions occurring between Park and the Customer after the expiry of that period whereupon the liability of the Guarantor upon this Guarantee shall be limited to the amount representing the indebtedness of the Customer to Park at the date upon which that period of three months expires. That Notice must be left personally with the National Credit Manager of Park, or such other person as may be notified by Park to the Guarantor in writing.
9. In the event that the whole or any part or parts of any provision in this Guarantee should be held to be void or unenforceable in whole or in part then such provision or part thereof shall to that extent be severed from this Guarantee but the validity and enforceability of the remainder of this Guarantee shall not be affected.
10. Notwithstanding that this Guarantee may be intended or expressed to be given by more than one Guarantor, it shall be valid and binding on each person or persons as that person shall sign the document and shall be binding forthwith upon signature by such person and shall continue to be binding on each such Guarantor or Guarantors even if other Guarantors shall not in fact subsequently sign the Guarantee or otherwise be bound as a Guarantor.
11. A statement in writing signed by Park's Manager or Credit Manager stating monies payable by the Guarantor to Park shall be prima facie evidence of the amount payable and will be deemed to be served if left in an envelope or mailed to the guarantor at the address shown on this Guarantee.

Signature _____

12. Whatever the context of this Guarantee so admits or requires, words importing the singular number shall include the plural number, and those importing a gender include the other genders, and words importing natural persons shall include corporations. This Guarantee and all obligations hereunder shall be binding on the Guarantor's personal representatives, successors and permitted assigns.
13.
 - (a) Unless varied by notice in writing by Park, this Guarantee and every variation amendment or special term of this Guarantee and all matters arising from the relationship of Park with the Guarantor shall be interpreted and governed in accordance with the laws of the State or Territory specified or made applicable in the terms and conditions of sale agreed on by Park and the Customer provided that if those terms do not so specify then in accordance with the laws of the State or Territory in which this document is signed.
 - (b) The Guarantor submits to the exclusive jurisdiction of the Courts in the capital city of the State or Territory provided for in clause 13(a) or such other State or Territory (or, if there is more than one court in any such capital city, the one chosen by Park at its absolute discretion) as Park may from time to time notify in writing to the Guarantor.
 - (c) Park and the Guarantor agree that proceedings may be commenced in any Court in the capital city of the State or Territory having jurisdiction by virtue of clauses 13(a) or (b) above and consent to that court having locality jurisdiction notwithstanding that it may not have such jurisdiction without this consent.
14. Where the Guarantor is a trustee:
 - (a) The Guarantor agrees to forthwith produce a stamped copy of the trust deed (with all amendments) if and when requested by Park.
 - (b) The Guarantor warrants that he, she or it has full power and authority for the benefit and purposes and objects of the trust to enter into this Guarantee on behalf of the trust and that he she or it (as the case may be) (and that the trust and all of its real or personal property) shall be bound by the terms of this Guarantee both personally and as trustee irrespective of whether or not the guarantor discloses to Park that the guarantor is a trustee at the time of entering into this Guarantee.
15. To better secure the payment of all monies which the Guarantor may become liable to pay to Park hereunder, and as an essential condition of this Guarantee, the Guarantor charges all of its interest in all and any property, both personal property and any real property, held presently and in the future and wheresoever situated with the amount of the Guarantor's indebtedness to Park on any account whatsoever from time to time and shall, immediately upon demand being made on the Guarantor by Park, sign all documents and do all things that Park may reasonably require to be signed and done to further secure to Park the amount of any indebtedness owed to Park from time to time by the Customer or Guarantor including, but without being limited to, a Security Interest upon the Personal Property Securities Register (PPSR) and or such mortgage or mortgages (including, without limitation, a mortgage in the terms contained in the approved Form "M" published by the Law Institute of Victoria or any revision or replacement of that form) over any real property (whether acquired before or after the date of this Guarantee) containing such covenants as are required by Park and such bills of sale or mortgage debentures over any or all items of personal property as are listed in any section of this Guarantee giving details of assets.
16. The Guarantor (and if more than one then jointly and each of them severally) irrevocably appoint(s) Park, each Manager and each Credit Manager from time to time of Park, each successor of Park, each assignee of Park and each of them severally to be the duly constituted attorney of each Guarantor to execute in the name of each Guarantor and as each Guarantor's several act and deed any documents including, without limitation, appointing a receiver or manager, complete and enforce any mortgage or mortgages of real property, bills of sale, mortgage debentures or any like documents and Consents to any Caveats as Park may wish to lodge against any dealings in the real property of the Guarantor in any Titles Office (and if more than one Guarantor, the real property of each Guarantor severally and real property of each combination of Guarantors) and to do all acts and execute any documents necessary to give effect to and/or register any of the foregoing.
17. Each Guarantor undertakes to not object to the lodging of any such caveat or take any steps to remove any such caveat. "Real property" includes estates and interests including leasehold. I/We hereby also authorise any officer, partner or employee of any solicitors or agents engaged by Park or any of Park's officers or employees as referred to previously in this clause to sign any stamp duties form on my/our behalf so as to stamp any form required to withdraw any caveat lodged by Park over any of my/our real property.
18. Each of us acknowledge that the information provided in this Agreement is the basis for evaluation by Park of the financial standing and credit worthiness of each of us and do hereby:
 - (a) certify that the information provided in this Agreement is true and correct.
 - (b) acknowledge that Park has informed me/us, in accordance with the Privacy Act 1988 as amended, that certain items of personal information, including an opinion about me/us are permitted to be kept on a credit information file and might be disclosed to credit reporting agencies.
 - (c) in accordance with the Privacy Act 1988 as amended:
 - i. agree to Park obtaining from a business which provides information about the commercial credit worthiness of persons, information concerning my/our commercial activities or commercial credit worthiness and using such information for the purpose of assessing whether to accept me/us as guarantors.
 - ii. authorise Park to exercise my/our rights to access to my/our credit information file and credit reports.
 - (d) agree that Park may give to and seek from any credit providers reports and information that has any bearing on my/our credit worthiness, credit standing, credit history or credit capacity for any of the following purposes:
 - i. to assess an application by me/us for credit or commercial credit.
 - ii. to notify other credit providers or a default by me/us.
 - iii. to exchange information with other credit providers as to the status of my/our account where I am/we are in default with Park or another credit provider.
 - iv. to access my/our credit worthiness or commercial credit worthiness at any time.
 - v. to access whether to accept me/us as guarantors or to continue supplying credit to the Customer.
 - (e) agree that Park may seek, from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a Guarantor for credit applied for, or provided to, the Customer;

Signature _____

- (f) agree that these authorisations shall continue to have effect for the duration of the period during which credit or commercial credit is provided for or sought by the Customer from Park or while any moneys are owed by me/us or the Customer to Park on any account under this or any other Guarantee or any terms and conditions for the sale of products or supply of services by Park to the Customer as the case may be.

SIGNED, SEALED AND DELIVERED BY EACH GUARANTOR NAMED BELOW

I/We hereby acknowledge and agree that before signing this Guarantee I/we have been given and have read all of the terms of the Credit Application, Terms and Conditions of Sale and Agreement between Park and the Customer and this Guarantee and that I/we fully understand that the terms and nature and effect of each of those documents and in particular that this Guarantee will be a continuing guarantee (subject only to its terms) for all of the Customer's obligations under the Application for Credit Facilities and that I/we have been given an opportunity to obtain legal advice on those terms and either have taken that advice or declined to get it (as the case may be).

Company Name:
(if applicable) _____

ACN/ ABN: _____

Signature of Guarantor: _____

Signature of Witness: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Company Name:
(if applicable) _____

ACN/ ABN: _____

Signature of Guarantor: _____

Signature of Witness: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Company Name:
(if applicable) _____

ACN/ ABN: _____

Signature of Guarantor: _____

Signature of Witness: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Company Name:
(if applicable) _____

ACN/ ABN: _____

Signature of Guarantor: _____

Signature of Witness: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Signature _____

CHARGE AND PRIVACY AUTHORITY

In consideration of Park 's acceptance of this application and/or in consideration of Park providing and/or continuing to provide goods to the Customer and as an essential condition of the terms of supply:

1. Each of us acknowledges that the information provided in this application is the basis for evaluation by Park of the financial standing and credit worthiness of each of us (and the incorporated body) and do hereby:
 - (a) authorise Park to make such enquiries and receive such information from the bankers and business referees mentioned in this application and otherwise from anyone as Park may reasonably consider necessary;
 - (b) certify that the information provided in this application is true and correct;
 - (c) acknowledge that Park has informed me/us, in accordance with Section 18E(8) (c) of the Privacy Act 1988 as amended, that certain items of personal information about me/us contained in the application are permitted to be kept on a credit information file and might be disclosed to credit reporting agencies;
 - (d) in accordance with Sections 18H and or 18K and or Section 18L(4) of the Privacy Act 1988 as amended:
 - i. agree to reports being given to Park for the purpose of assessing the application for credit or commercial credit or assessing whether to accept us as Customer as the case may be;
 - ii. agree that Park may use, for the purpose of assessing an application for credit or assessing whether to accept us as customer, information concerning my/our commercial activities or commercial credit worthiness obtained from a person or body carrying on business or undertaking involving the provision of information about the commercial credit worthiness of person;
 - iii. authorise Park to exercise my/our rights of access to my/our credit information files and credit reports;
 - (e) agree that Park may give to and seek from any credit providers (whether or not named in this application) reports and information that has any bearing on my/our credit worthiness, credit standing, credit history or credit capacity for any of the following purposes:
 - i. to assess an application by me/us for credit or commercial credit;
 - ii. to notify other credit providers of a default by me/us;
 - iii. to exchange information with other credit providers as to the status of my/ our account where I am/we are in default with Park or with another creditor provider;
 - iv. to assess my/our credit worthiness or commercial credit worthiness at any time;
 - v. to assess whether to accept me/us as Customer or to continue supplying credit to the Customer;
 - (f) agree that Park may seek from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a Customer for credit applied for, or provided to the Customer;
 - (g) agree that these authorisations shall continue to have effect for the duration of the period during which credit or commercial credit is provided or sought by me/us from Park or, while any moneys are owed on any account by me/us or any guarantor of mine/ours to Park.
2. Whether or not credit facilities are approved, future supply of products to the Customer, including but not limited to any signage agreement or branding agreement subsequently entered into by the Customer with Park, shall be on the terms and conditions of this document the "Agreement". If credit is refused or withdrawn, then payment shall be in accordance with Supplier's requirements (for supply to the Customer) from time to time instead of any credit period which may otherwise have applied.
3. In consideration of the acceptance of this application by Park and as an essential condition of the terms of supply, we jointly and each of us severally charge all of my, our, and its present property, future property, debtors, real property including present and future and wheresoever situated with the amount of my, our and its (as the case may be) indebtedness to Park on any account whatsoever, from time to time and each person shall immediately upon demand being made on he, she or it by Park, sign all documents and do all things that Park may reasonably require to be signed and done to further secure to Park the amount of such indebtedness to Park including but not limited to such guarantee and or indemnity instruments in such terms as are required by Park, any Deed of Charge or other security instrument, and such mortgage or mortgages over any real property (whether acquired before or after the date of this agreement) containing such covenants as are required by Park, or such other security interest or bills of sale or mortgage debentures over any or all items of personal property,
4. The Customer irrevocably agrees that each manager and each credit manager from time to time of Park, each successor of Park, each assignee of Park, each manager and each credit manager from time to time of each successor and such assignee, receiver or manager appointed by Park, and each of them severally to be the duly constituted attorney of each of us to execute in our several names and as our several acts and deeds any documents including, without limitation, any security interest, charge, mortgage or mortgages of past or present property, and real property, bills of sale, mortgage debentures or any like documents and consents to any caveats as Park may wish to lodge against any dealings in any real property of mine/ours in any titles office and to do all acts and execute any documents necessary to give effect to and/or register any of the foregoing and undertake to not object to the lodging of any such caveat or take any steps to remove any such caveat. "Real property" includes estates and interests including leasehold. I/We hereby authorise any officer, partner or employee of any solicitors or agents engaged by Park or any of Park 's offices or employees as referred to previously in this clause to sign any stamp duties form on my/our behalf so as to stamp any form required to withdraw any caveat lodged by Park over any of my/our real property.
5. If the Customer is an incorporated body:

In consideration of and as an essential condition of the acceptance of this application by Park I/we the undersigned do jointly and severally with the incorporated, body and in our own names:

 - (a) accept liability to Park for the payment as principal debtor of all monies owed by the incorporated body to Park from time to time and waive all rights as a mere surety which may be inconsistent therewith and hereby guarantee to Park payment of all such monies.
 - (b) accept liability to Park for the payment as principal debtor of any sum required to be paid by Park to any administrator, liquidator, receiver, or other controller of the incorporated body pursuant to Law.
 - (c) enter into this Agreement and the charge as contained in clauses 1-4 above.
 - (d) bind the incorporated body and warrant our authority to bind the incorporated body.

Signature _____

Executed by
Party Name ACN (if any)
by:

Director

Name:

Director/secretary

Name:

Executed by
Party Name ACN

in accordance with section 127 of the *Corporations Act 2001*:

Signature

Name:

Office held:

Signature

Name:

Office held:

Signature _____

TERMS AND CONDITIONS OF TRADE

By submitting a credit application and/or ordering goods and services ("goods") from Park you ("Customer") agree that the following terms and conditions of sale shall apply to the supply. These terms and conditions replace any previous terms and conditions of sale. These terms and conditions create a security interest in favour of Park for the purposes of the Personal Property Securities Act 2009 (PPSR) in all present and after acquired property, no exceptions..

INTERPRETATION

'Park ' means Park Pty Ltd A.B.N 17 093 014 129 and it assigns or successors and each corporation (within the meaning of that term in sections 9 and 57A of the Corporations Act) which is now or may later be taken to be related to Park (within the meaning of section 50 of the Corporations Act from whom Customer purchases goods and/or services ("the goods")).

GENERAL

1.
 - (a) Unless otherwise specifically agreed in writing by Park , where any terms and conditions of the Customer's order are inconsistent with these terms and conditions, then these terms and conditions will prevail. Any variations or additions to these terms and conditions not expressly agreed to in writing by Park are expressly rejected by Park .
 - (b) A quotation shall not constitute an offer to sell goods to the Customer. No contract for the supply of goods shall exist between Park and the Customer until a Customer's order for goods has been accepted by Park (such acceptance of Customer's orders may be made and communicated by Park in writing or by overt act of acceptance). Park may accept or refuse any order for goods in its absolute discretion and may make its acceptance of an order conditional upon it receiving a satisfactory credit assessment of the Customer.
 - (c) Park may vary these terms and conditions by notice in writing to the Customer (which notice may be given via Park 's website). The Customer agrees that goods delivered and/or ordered after the date of the notice of the variation will be subject to the variation and acceptance of the goods or the placing of the order shall be deemed to be an acceptance of such varied terms and conditions.
 - (d) Should there be any variation to any of the information supplied by the Customer to Park or in the structure or nature of the Customer's business (such as a conversion to or from a Company or Trust) the Customer shall forthwith notify Park in writing within 28 days of the variation occurring.
 - (e) These terms and conditions and all obligations hereunder shall be binding on the Customer's personal representatives, successors and permitted assigns and shall be for the benefit of Park 's successors and assigns.
2. Customer acknowledges that: credit will not be provided to it by Park until the Application has been reviewed and accepted by Park and Park has notified Customer that a credit account has been established; and Park may accept the Application subject to the fulfillment of certain conditions such as the requirement that securities or guarantees be granted to Park in such form as Park may require and confirmation that Customer will meet Park minimum order requirements for the opening of a credit account.
3.
 - (a) Customer represents and warrants to Park that:
 - i. it has taken all necessary action to authorise the execution of the Application and the performance of its obligations under the Application and the credit account will constitute legal, valid and binding obligations of Customer and
 - ii. all information provided to Park in the Application is true and correct; and
 - iii. it is not insolvent and is able to pay its debts as and when they fall due and
 - iv. if the Customer is a Trust then the Trustee is duly authorised to make these representations and warranties, and bind the Trust, and these terms and conditions binds the Trust, the Trustee and the beneficiaries of the Trust jointly and severally in all respects, without exception.
 - (b) Customer acknowledges that Park will be relying on the warranties in reviewing, accepting or rejecting the Application and continuing to provide credit to Customer.
 - (c) The warranties will be treated as being repeated each time credit is extended to Customer by Park .
4. Customer undertakes to notify Park within 7 days of any change becoming effective which affects the information set out in the Application (including, trading address, legal entity or structure of management or control of Customer) and acknowledges that NOTWITHSTANDING SUCH NOTIFICATION it will continue to be responsible to Park until Park both accepts a further Application and discharges Customer from further liability under this Application.
5. Customer acknowledges that the Terms and Conditions of Application for Commercial Credit attached to the Application (as amended from time to time) will apply to each order to purchase goods from Park .
6. park may WITHOUT NOTICE immediately suspend or cancel the credit account.
7. Park reserves the right to alter these terms and conditions. Customer agrees that it will be bound by the altered terms and conditions seven (7) days after Park gives notice of such alterations which may be by a letter or facsimile attaching a copy of the altered terms and conditions, by issue of an invoice to Customer on which the altered terms and conditions are printed or such other manner as Park in its absolute discretion thinks fit.
8. Customer must pay to Park and indemnify Park against all costs and expenses (including legal costs on an indemnity basis) incurred by Park in connection with default by Customer (or any other guarantor or indemnifier) under these terms and conditions, the Terms and Conditions of Sale or the enforcement of any security.

TERMS OF PAYMENT

9. Park reserves the right to vary the terms of payment including to require:
 - (a) payment in cash in full prior to delivery should the creditworthiness of Customer at any time become in Park 's opinion unsatisfactory; or
 - (b) immediate payment of all outstanding invoices and statements if there is a change in the control of Customer.

Signature _____

INTEREST ON OVERDUE ACCOUNTS AND STOP SUPPLY

10. If any payment is not made in full on the due date the Customer will be in default and, without limiting any other rights of Park (including to demand immediate payment), Park may:
 - (a) charge Customer interest on the amount outstanding as compensation for the loss of its funds calculated from the due date of payment until payment is made in full. The rate of interest applicable is 12.5% per annum; and
 - (b) stop supply of the goods to Customer until all outstanding amounts have been paid in full.

PERSONAL PROPERTY SECURITY ACT

11. The Customer hereby agrees to provide Park with a general security interest in all if the Customer's present and after acquired property, with no exceptions whatsoever (AllPaP).
12. Further the Customer agrees that these terms and conditions create a PMSI and a general security interest in the goods (and their proceeds) supplied presently and in the future by Park to the Customer.
13. The Customer agrees to do all things necessary and execute all documents reasonably required to register the general security interest and or ALLPaP upon the Personal Property Securities Register (PPSR) and also the PMSI and to ensure that Park acquires a perfected security interest under the Personal Property Securities Act 2009 (PPSA).
14. The Customer will, upon demand, pay all of Park's expenses and legal costs (on a solicitor/agent/client basis) in relation to or in connection with the registration of Park's security interest and all other costs associated with protection and enforcement of Park's security interest created by these terms and conditions or by undertaking an audit under the provisions of the PPSA, or the repossession of the goods the subject of these terms and conditions or the exercise, enforcement or preservation of any right or interest under these terms and conditions or any contract that Park has with the Customer.
15. This ALLPaP and or PMSI does not lose its priority as a result of the renewal, refinance, consolidation or restructure of the subject matter of these terms and conditions and any purchase money obligations.
16. Until ownership of the goods passes to the Customer, the Customer waives its rights under the following provisions of the PPSA, to the extent that it is permitted by law to :
 - i. receive a notice of intention of removal of an accession (s.95);
 - ii. receive a notice that Park has determined to enforce its security interest in accordance with land law (s118);
 - iii. receive a notice of enforcement action against liquid assets;
 - iv. receive a notice of disposal of goods by Park purchasing the goods (s129);
 - v. Receive a notice to dispose of the goods (s130);
 - vi. receive a statement of account following disposal of the goods (s132(2));
 - vii. receive a statement of account if no disposal of the goods, six monthly (s152(4));
 - viii. receive notice of any proposal by Park to retain the goods (s135(2));
 - ix. object to any proposal by Park to either retain and dispose of the goods (s137(3));
 - x. redeem the goods (s142);
 - xi. reinstate the security agreement (a143); and
 - xii. receive a notice of any verification statement (s157(1) and 157(3)).
17. To the extent permitted by the PPSA, these terms and conditions exclude any provisions of the PPSA which may be excluded in Park's discretion and which would otherwise confer rights on the Customer.
18. The Customer further agrees that where Park has rights in addition to those under Part 4 of the PPSA, those rights shall continue to apply.
19. Further, the Customer's right to possession of goods still owned by Park under these terms and conditions shall cease if:
 - i. the Customer being an individual, commits an act of bankruptcy,
 - ii. the Customer being a company, circumstances arise where a receiver, manager, administrator or controller becomes entitled to take possession of any of its assets, any proceedings are instituted for winding up, or the Customer entering into a Deed of Company Arrangement
 - iii. the Customer ceasing or threatening to cease conducting business in the normal manner or applying for deregistration or receives a deregistration notice,
 - iv. any cheque the Customer provides to Park or any Group Company is dishonoured for payment,
 - v. the Customer failing to comply with any demand for payment issued by Park or any Group Company, or
 - vi. the Customer breaching any of the terms and conditions contained herein and/or are in default of any other agreement between Park or any other Group Company and the Customer.
20. The Customer agrees that in the event of default, Park is entitled to appoint one or more receivers to do anything the law allows a receiver to do and any of the things these terms and conditions allow Park to do.
 - (a) In exercising Park's power to appoint a receiver, the Customer agrees that Park may:
 - i. Appoint any receiver to all or part of the collateral and its income, assets and debtors; and
 - ii. Set a receiver's pay at any figure the Lender determines as appropriate, remove a Receiver and appoint a new or additional Receiver.
 - (b) If Park appoints more than one receiver, Park may specify whether they may act individually or must act collectively.
 - (c) The receiver is the Customer's agent unless Park notifies the Customer that the receiver is to act as Park's agent. The Customer is solely responsible for anything done, or not done, by a receiver and for the receiver's remuneration and costs.
 - (d) Unless the terms of appointment restrict a receiver's power, the receiver may do anything the law allows a receiver or a receiver and manager to do and any of the things Park may do under these terms and conditions.

Signature _____

21. The Customer expressly and irrevocably agrees that Park is entitled to enter any premises where the goods supplied by Park are located to uplift any property, and or repossess, remove and sell such goods or property. The Customer (its successors and assigns, including any external manager or administrator) shall not object to Park, or its agents, entering any premises for the purpose of this clause and agrees to indemnify and keep Park indemnified in respect of any claims, actions and costs that may arise against Park in relation to the uplifting of any property, and or removal, repossession and sale of the property or the goods pursuant to these terms and conditions including any claims brought by third parties.
22. The Customer agrees that taking possession of property, the repossession and retention of the property or goods pursuant to the PPSA will only satisfy so much of the monies which may become payable to Park by the Customer, as is equivalent to Park's estimation of the market value of the property and the goods as it is at the date of possession, repossession and the repossession and retention will immediately extinguish any rights for interest Park has on the value of the goods recovered.
23. Until ownership of the goods passes, the Customer must not give Park a written demand or allow any other person to give Park a written demand requiring Park to register a financing change statement under the PPSA or enter into or allow any other person to enter into the personal property securities register a financing change statement under the PPSA.
24. The Customer agrees not to change the Customer name or undertake any changes to any documents that Park has registered, requires to be registered or are capable of being registered without our prior written consent of Park.

For avoidance of doubt, these terms regarding the PPSA apply even where the customer is a Consumer.

DELIVERY

25. Goods will be delivered or deemed to be delivered, when they are delivered to the delivery place nominated by the Customer. If no such address is nominated, then delivery will be deemed to occur at the time when the goods are ready for collection at Park's premises.
26. The Customer shall pay to Park packing, crating and delivery charges in accordance with Park's current rates as at the date of dispatch. If there is no current rate, then a reasonable delivery charge shall be paid by the Customer.
27. Park reserves the right to make a reasonable charge for storage if delivery instructions are not provided by the Customer within 14 days of a request by Park for such information.
28. The Customer authorises Park to deliver products to the place nominated by the Customer and to leave the products at such place whether or not any person is present to accept delivery. Park shall not be liable on any basis whatsoever for loss suffered by the Customer after delivery to the nominated delivery place.
29. Park shall not be obliged to obtain a signed receipt or other acknowledgment from any person at the nominated place for delivery but if a signed receipt or other acknowledgment is obtained from someone believed by Park to be authorised by the Customer to sign or otherwise take delivery, then such signed receipt or other acknowledgment shall be conclusive evidence of the Customer's acceptance of the goods delivered.

PROPERTY

30. Property in the goods will not pass from Park to Customer until Customer has paid for the goods in full. Customer will take custody of the goods as trustee, fiduciary agent and bailee for Park until such time Customer has paid Park :
 - (a) the price for the goods invoiced; and
 - (b) any other moneys due and payable to Park by Customer in relation to the goods.
31. Until payment in full Debts Customer must:
 - (a) not mortgage, charge, pledge or otherwise encumber the goods; and
 - (b) keep Park's goods separate from any other goods and properly marked, stored, protected and insured
32. Customer shall have the right to resell goods, but only as fiduciary agent, trustee and bailee for Park by way of bona fide sale at full market value and in the ordinary course of business.
33. In the event of the sale of the goods to Customer's customers, Customer as fiduciary agent and trustee for Park must:
 - (a) hold all proceeds of sale on trust ('Proceeds') for Park and account fully to Park for the Proceeds (unless and until all Debts have been discharged) but need not hold on trust any money exceeding the amount of the debts at the time the money is received. Receipt by customer of payment in these circumstances shall be treated as conclusive evidence that it has received Proceeds.
 - (b) Customer expressly acknowledges that it is bound by the fiduciary obligation created in the preceding paragraph and acknowledges that:
 - i. it must place the whole of the Proceeds in an account separate from its own moneys ('the Proceeds Account');
 - ii. it must maintain the Proceeds Amount separate from its own moneys at all times;
 - iii. it must maintain proper records for the Proceeds Amount;
 - iv. it must not assign or encumber the Proceeds or do any other act in derogation of Park's legal or beneficial interests; and
 - v. it must account to Park on demand for all moneys standing to the credit of such account.
34. Park may appropriate payments as it thinks fit, notwithstanding any contrary appropriation by Customer for the purposes of identification of different consignments of goods purchased from Park and receipt of *Proceeds*, Customer agrees that the principle of "Last In, First Out" shall be applied to any items which cannot be distinguished.
35. Park may trace *the Proceeds* in equity on demand assign to Park all book debts not exceeding the amount of the Debts at the date of demand.

Signature _____

RIGHT OF RE-ENTRY AND RESALE

36. Park may at any time and without the need to give notice to Customer take possession of and resell the goods which remain the property of Park and for that purpose, Customer:
- (a) authorises Park to enter any premises where Park 's goods may be situated and to use such reasonable means as may be required to enter such premises;
 - (b) undertakes to Park to procure the consent of all persons having an interest in the premises where Park 's goods may be situated to entry to the premises by Park ; and
 - (c) indemnifies and will keep indemnified Park from all claims, actions or suits whatsoever arising out of or in connection with or in relation to the entry by Park to any premises where Park 's goods may be situated.

RETURN OF GOODS AND CLAIMS UPON PARK

37. If the Customer is not a Consumer,
- (a) Unless agreed in writing by Park , Park will not accept the return of goods. Goods accepted for return by Park may attract a charge to recover restocking charges. The amount of this charge will be determined by Park .
 - (b) The proof of purchase from the Customer must accompany all goods returned to Park .
 - (c) All claims for Park 's failure to comply with the Customer's order whether due to shortfall, contamination, incorrect delivery or otherwise must be made by giving written notice to Park within fourteen (14) days from the date of delivery. If the Customer fails to provide such notice then the Customer shall be deemed to have accepted the goods.
 - (d) These conditions shall not exclude, or limit the application of any provision of any statute including any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void. To the extent permitted by law all conditions, warranties and undertakings are expressly excluded.

WARRANTIES AND LIMITATION OF LIABILITY

38. In respect of warranties and limitation of liability the parties
- (a) It is acknowledged by the Customer that the Customer is entering into this Agreement relying on the Customer's own investigations and the Customer's own assessment of the suitability of the goods for the use to which they will be put and, subject to clause 36(b), Park makes no guarantees, warranties or representations in relation to the goods other than those contained in these terms and conditions.
 - (b) Where the law applies guarantees, warranties or conditions to the supply of goods or services under these terms and conditions and Park is not permitted by law to exclude them, then those guarantees, warranties or conditions shall apply (but are otherwise excluded), provided that Park's liability for breach of them is limited (at Park's option) to:
 - i. in the case of goods:
 - (a) the replacement of the goods or the supply of equivalent goods; or
 - (b) the payment of the cost of replacing the goods or of acquiring equivalent goods,
 - ii. in the case of services:
 - (a) the supplying of the services again; or
 - (b) the payment of the cost of having the services supplied again,where this is permitted by law.
 - (c) Notwithstanding anything to the contrary in these terms and conditions or any other document, to the extent permitted by law neither Park nor any of its Affiliates shall have any liability under or in connection with these terms and conditions, whether for breach of these terms and conditions, negligence or any other tort, breach of statutory duty or otherwise, for any:
 - i. loss of profits, income, revenue, contracts or production;
 - ii. business interruption or increased costs in operations;
 - iii. damage to goodwill or reputation;
 - iv. damage to plant, equipment or machinery as a result of any late delivery of goods;
 - v. indirect losses or expenses or consequential damage whatsoever, even if such loss, expense or damage may reasonably be supposed to have been in the contemplation of both parties as a probable result of the relevant default,whether suffered by the Customer or any third party, and the Customer indemnifies Park (including their employees and agents) in respect of all such losses, costs, damage and expenses.

GOVERNING LAW

39. These Terms and Conditions will be governed by and construed in accordance with the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of or exercising jurisdiction in that State.

The Customer and the Guarantors have each been provided time and the opportunity, and has, taken independent legal, accounting and financial advice before executing these terms and conditions, and agrees to be bound from the date hereof.

Signature _____

OFFICE USE ONLY
APPLICATION CHECK LIST

Customer Account Number _____

Contact		Comments
1.		
2.		
3.		
4.		
Trading Bank or Finance Company Check:		
Account Manager:		
Approval		
Credit Limit Approved:	Terms of Payment Approved:	Date Customer Notified:
\$	_____ days	
Credit Supervisor's Signature:		Date:
National Credit Managers Signature:		Date:

Signature _____