



Application for Commercial Credit

Alarmcorp Pty Ltd (ABN 25 133 152 084)

ALARMCORP
THE FUTURE IS SECURE

Alarmcorp Pty Ltd
ABN 25 133 152 084

Phone: 1300 894 088

www.alarmcorp.com.au

Branch Locations

VIC: Unit 115, 45 Gilby Road, MOUNT WAVERLEY Victoria 3149

NSW: Level 1, 6 Childs Road, CHIPPING NORTON New South Wales 2170

PART 1
Credit Application

(a) The Applicant

Applicant Name: _____ Position: _____
Company Name: _____ ACN: _____
Trading Name: _____ ABN: _____
Commencement Date: _____
Business Address: _____
Delivery Address: _____
Postal Address: _____
Contact Phone: _____
Fax Number: _____
Email Address: _____

(b) Operating Structure

Proprietary Limited Partnership Overseas Company (provide details)
 Sole Trader Corporation as Trustee _____
 Public Company Individual(s) as Trustee _____

Director Name(s)	Residential Address	Contact Phone	Driver License No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(c) Financial / Credit Details

Approx. Monthly Spend: \$ _____ Business Premises Owned
Credit Limit Requested \$ _____ Leased (from whom) _____

Details of security provided by applicant over the business or property to third parties (e.g. Mortgages, Debentures, Bill of Sale)
Type of Security: _____ Provided To: _____
Type of Security: _____ Provided To: _____

(d) Business History (applies to all directors, partners, trustees and sole traders)

Have any been declared bankrupt?
 No
 Yes, details: _____

Have any been involved in business that has failed or been liquidated?
 No
 Yes, details: _____

(e) Trade References (min. 3 suppliers of commercial credit must be listed)

Trade Reference 1

Business Name: _____ Phone: _____
ABN: _____ Fax: _____
Contact Name: _____ Email: _____

Trade Reference 2

Business Name: _____ Phone: _____
ABN: _____ Fax: _____
Contact Name: _____ Email: _____

Trade Reference 3

Business Name: _____ Phone: _____
ABN: _____ Fax: _____
Contact Name: _____ Email: _____

(f) Credit Application Terms

Credit will not be provided by Alarmcorp Pty Ltd ("Alarmcorp") to the applicant until such time as this application is reviewed and written confirmation is provided to the applicant outlining terms of credit including approved limits.

Should this application be accepted by Alarmcorp, the provision of goods and services and credit facilities to the applicant are subject to Alarmcorp's General Terms and Conditions of Trade (over page).

(g) Execution

In signing this application for commercial credit, the applicant:

- Acknowledges having been provided with Alarmcorp's General Terms and Conditions of Trade, in addition to having read, understood and agreed to abide by these terms and conditions for the duration of the business relationship
- Acknowledges that Alarmcorp advises the applicant to seek legal and financial advice before signing the application
- Agrees that Alarmcorp may divulge Grants Alarmcorp access to the applicant's credit history through third party credit reporting agencies such as Veda Check whom upon reviewing the applicants' credit history will leave a record of this history being reviewed on the applicant's credit history

If company or corporate trustee, signed for and on behalf of the applicant

Name of Authorized Person: _____ Position: _____

Signature: _____ Date: _____

If sole trader, partnership or individual(s) as trustee – All partners, directors and individuals must sign

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

PART 2

General Terms and Conditions of Trade

1. Definitions

In these terms and conditions:

"Alarmcorp" means Alarmcorp Pty Ltd (ABN 25 133 152 084) of Unit 115, 45 Gilby Road, Mt Waverley, VIC 3129 Australia;

"Agreement" means any agreement or contract entered into for the provision of goods and / or services by Alarmcorp to the Customer;

"Customer" means a person, firm or corporation, jointly and severally if there is more than one obtaining goods and services;

"Goods" means any goods supplied by Alarmcorp to the Customer;

"Intellectual Property" means all copyright, trademarks, designs, patents, specifications, confidential information, whether registrable or not;

"GST" means the Goods and Services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* as amended;

"Services" means the provision of services by Alarmcorp to the Customer; and

"Terms" means these General Terms and Conditions of Trade.

2. Basis of Contract

2.1 Unless otherwise agreed by Alarmcorp in writing, the Terms apply exclusively to every contract for the sale of goods or services by Alarmcorp to the Customer and cannot be varied or supplanted by any other terms and conditions, including the Customer's terms and conditions of purchase (if any).

2.2 Any written quotation provided by Alarmcorp to the Customer concerning the proposed supply of goods or services is:

- (a) valid for 30 days;
- (b) an invitation to treat only;
- (c) subject to the Customer offering to enter into an Agreement and accepting these Terms.

2.3 The Terms may include additional terms in Alarmcorp's quotation, which may be inconsistent with the Terms if specifically stated to be.

2.4 An Agreement is accepted by Alarmcorp when Alarmcorp confirms its acceptance of an offer from the Customer in writing or electronic means or provides the Customer with the goods or services.

2.5 Alarmcorp in its absolute discretion may refuse to accept any offer.

2.6 It is the Customer's responsibility to provide Alarmcorp with its specific requirements in relation to the goods and services.

2.7 Alarmcorp may vary or amend these Terms by notice in writing to the Customer at any time. Any variations or amendments will apply to orders made by the Customer after the date of notice.

3. Pricing

3.1 Prices quoted, whether in a price list, by written quotation or verbally, for the supply of goods and services, exclude GST and any other taxes or duties imposed on or in relation to the goods and services. In addition to payment of the price of goods and services, the Customer must pay any GST and any other taxes or duties imposed on the goods and services.

3.2 All prices are quoted ex works and do not include the costs of delivery, carriage, packaging and insurance of the goods from the Alarmcorp's premises.

3.2 If the Customer requests any variation to the Agreement, Alarmcorp may increase the price to account for the variation.

3.3 Where there is any change in the costs incurred by Alarmcorp in relation to the goods or services, Alarmcorp may vary its price for the goods or services in order to take account of any such change, by notifying the Customer.

4. Payment

4.1 Subject to clause 4.3, payment for the goods and services must be made within 30 days from the end of month in which the goods are made available at Alarmcorp's premises.

4.2 Alarmcorp reserves the right to require payment in full on delivery of the goods or commencement of the services.

4.3 Payment by cheque is not deemed made until the proceeds of the cheque have cleared.

4.4 Payment terms may be revoked or amended at the sole discretion of Alarmcorp immediately upon giving written notice to the Customer.

5. Payment Default

5.1 If the Customer defaults in payment by the due date of any amount payable to Alarmcorp, then all money which would become payable by the Customer to Alarmcorp at a later date on any account, becomes immediately due and payable without the requirement of

any notice to the Customer, and Alarmcorp may, without prejudice to any other remedy available to it:

(a) claim a general lien over all the Customer's goods in the possession of Alarmcorp, and subject to giving 14 days written notice to the Customer, sell the property by private treaty or public auction, whichever Alarmcorp in its sole discretion deems appropriate, and allocate the proceeds to the repayment of its sale costs and expenses and any sum which is due and payable by the Customer;

(b) charge the Customer interest on any sum due at the prevailing rate pursuant to the *Penalty Interest Rates Act 1983 (Vic)* plus 4 per cent for the period from the due date until the date of payment in full;

(c) payment the Customer for, and the Customer must indemnify Alarmcorp from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with the Conditions or to recover any goods;

(d) cease or suspend for such period as Alarmcorp thinks fit, supply of any further goods or services to the Customer;

(e) by notice in writing to the Customer, terminate any Agreement with the Customer so far as unperformed by Alarmcorp;

Without effect on the accrued rights of Alarmcorp under any Agreement.

Clauses 5.1(c) and (d) may also be relied upon, at the option of Alarmcorp:

(a) where the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or

(b) where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.

6. Passing of Property

6.1 Until full payment in cleared funds is received by Alarmcorp for all goods and services supplied by it to the Customer, as well as all other amounts owing to Alarmcorp by the Customer:

(a) title and property in all goods remain vested in Alarmcorp and do not pass to the Customer;

(b) the Customer must hold the goods as fiduciary bailee and agent for Alarmcorp;

(c) the Customer must keep the goods separate from its goods and maintain the labeling and packaging of Alarmcorp;

(d) the Customer is required to hold the proceeds of any sale of the goods on trust for Alarmcorp in a separate account however failure to do so will not affect the Customer's obligation to deal with the proceeds as trustee;

(e) Alarmcorp may without notice, enter any premises where it suspects the goods may be and remove them, notwithstanding that they may have been attached to other goods not the property of Alarmcorp, and for this purpose the Customer irrevocably licenses Alarmcorp to enter such premises and also indemnifies Alarmcorp from and against all costs, claims, demands or actions by any party arising from such action.

7. Performance of Agreement

7.1 Any period or date for delivery of goods or provision of services stated by Alarmcorp is intended as an estimate only and is not a contractual commitment.

7.2 Alarmcorp will use its reasonable endeavors to meet any estimated dates for delivery of the goods or completion of the services.

7.3 Alarmcorp will use its reasonable endeavors to deliver the correct quantity ordered, however the Customer acknowledges that there may be difficulties in producing exact quantities, estimates or orders. The Customer cannot reject short or over delivery of less than 10% and must pay for or be refunded on a pro rata basis.

8. Acknowledgments

8.1 The Customer acknowledges that:

- (a) it has not relied on any service involving skill and judgment, or on any advice, recommendation, information or assistance provided by Alarmcorp in relation to the goods or services or their use or application;
- (b) it has the sole responsibility of satisfying itself that the goods or services are suitable for the use of the Customer or any contemplated use by the Customer, whether or not such use is known by Alarmcorp; and
- (c) any description of the goods provided in a quotation or invoice is given by way of identification only and the use of such description does not constitute a contract of sale by description.
- 8.2 The Customer must not make any claim or demand for any matter referred to in clause 8.1.
- 9. Cancellation**
- 9.1 If, through circumstances beyond the control of Alarmcorp, Alarmcorp is unable to effect delivery or provision of goods or services, then Alarmcorp may cancel the Customer's order (even if it has already been accepted) by notice in writing to the Customer.
- 9.2 No purported cancellation or suspension of an order or any part thereof by the Customer is binding on Alarmcorp after that order has been accepted.
- 9.3 If the Customer cancels the order after acceptance by Alarmcorp, then Alarmcorp will be entitled to damages for breach of contract.
- 10. Returns and Exchanges**
- 10.1 Alarmcorp will not be liable for any defects, shortages, damage or non-compliance with the specifications in the Agreement unless the Customer notifies Alarmcorp in writing with full details within 10 business days of delivery of the goods or provision of the services.
- 10.2 If the Customer fails to give the notice as required in clause 10.1, it is deemed to have accepted the goods or services.
- 10.3 If any defects, shortages, claim for damage or non-compliance with the Agreement specifications are accepted by Alarmcorp, Alarmcorp may, at its option, replace the defective or missing goods or re-provide services, or refund the price of the defective or missing goods or services.
- 10.4 Alarmcorp will not under any circumstances accept goods for return:
- that have been altered in any way;
 - that have been used; or
 - that are not in their original condition and packaging.
- 10.5 The Customer must obtain Alarmcorp's prior written approval for the return of goods and pay all freight charges associated with the return of goods unless Alarmcorp accepts the reasons stated for the return is due to its fault.
- 11. Intellectual Property**
- 11.1 The Customer acknowledges that it has no proprietary right or interest in any Intellectual Property created or owned by Alarmcorp in the design, creation or manufacture of the goods or provision of the services. The Customer must not at any time create, sell, manufacture or process any goods using or taking advantage of Alarmcorp's Intellectual Property without the prior written consent.
- 11.2 The Customer warrants that, where it provides Intellectual Property for use by Alarmcorp, it is legally entitled to do so.
- 11.3 Any Intellectual Property provided to the Customer by Alarmcorp in connection with the goods or services remains the exclusive property of Alarmcorp and must be returned to Alarmcorp on demand and must not be copied or communicated to any third party without the express written consent of Alarmcorp.
- 11.4 Alarmcorp reserves the right to discontinue delivery of any goods, the manufacture, sale or use of which, in the reasonable opinion of Alarmcorp, would infringe any Intellectual Property for which Alarmcorp is not licensed.
- 11.5 The Customer shall be solely responsible for and shall hold Alarmcorp fully indemnified against any loss or damage arising from or in connection with the provision of the goods or services, including without limitation, any action for infringement of Intellectual Property rights brought by any third party against Alarmcorp or the Customer in relation to the goods or any Intellectual Property provided by the Customer to Alarmcorp.
- 12. Grant of License**
- 12.1 Subject to this Agreement, Alarmcorp hereby grants to the Customer a limited, non-exclusive, non-transferable license to use the Intellectual Property relating to the goods or services for the Customer to use the goods or benefit from the services.
- 12.2 The Customer must not in any way assign, transfer, modify or alter Alarmcorp's Intellectual Property in an unauthorized manner or for an unauthorized purpose.
- 13. Risk and Insurance**
- 13.1 The risk in the goods and all insurance responsibility for theft, damage or otherwise in respect of the goods will pass to the Customer immediately on the goods being despatched or picked up from Alarmcorp's premises.
- 13.2 Alarmcorp has no obligation to insure any property of the Customer in Alarmcorp's possession.
- 14. Liability**
- 14.1 Except as specifically set out herein, or contained in any warranty statement provided with the goods or services, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
- 14.2 Replacement of the goods or resupply of the services is the absolute limit of Alarmcorp's liability howsoever arising under or in connection with the sale, use of, storage or any other dealings with the goods or services by the Customer or any third party.
- 14.3 Alarmcorp is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.
- 14.4 Alarmcorp will not be liable for any loss or damage suffered by the Customer where Alarmcorp has failed to deliver goods or services or fails to meet any delivery date or cancels or suspends the supply of goods or services, or suspends or cancels the Copyright Licence.
- 14.5 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.
- 15. Miscellaneous**
- 15.1 The law of Victoria from time to time governs the Terms and the parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.
- 15.2 Failure by Alarmcorp to enforce any of these Terms shall not be construed as a waiver of any of Alarmcorp's rights.
- 15.3 If any part of the Terms is unenforceable, it shall be read down so as to be enforceable or, if it cannot be so read down, the part shall be severed from these Terms without affecting the enforceability of the remaining part or Terms.
- 15.4 A notice must be in writing and handed personally or sent by facsimile or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile are deemed received on the facsimile machine confirming transmission.
- 15.5 Any dispute arising between Alarmcorp and Customer in relation to any Agreement shall be submitted to arbitration in accordance with and subject to The Institute of Arbitrators & Mediators Australia Rules for Conduct of Commercial Arbitrations.
- 16. Privacy**
- 16.1 Alarmcorp is bound by the *Privacy Act 1988* and takes steps to ensure that all personal information obtained in connection with the Customer will be appropriately collected, stored, used, disclosed and transferred in accordance with the National Privacy Principles. Such information may be accessed by request to the Supplier in accordance with the *Privacy Act*.
- 16.2 Alarmcorp requires that the Customer comply with the National Privacy Principles in connection with any personal information supplied to it by the Supplier in connection with this Agreement.

PART 3
Guarantee and Indemnity

In consideration of Alarmcorp Pty Ltd, at the request of

Name(s)	Residential Address	Contact Phone	Driver License No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

As the guarantor, agreeing to

- Supply or continue to supply goods or services to _____ (Applicant) as the Purchaser, or
- Provide credit to the purchaser
- Grant an indulgence outside Alarmcorp's agreed credit terms

The guarantor hereby

1. Agrees to guarantee to Alarmcorp the due and punctual payment of all money presently owing or any money that may be owing in the future by the Purchaser, in respect of the cost of goods or services supplied by Alarmcorp to the Purchaser and any other sums payable by the Purchaser to Alarmcorp pursuant to Alarmcorp's Terms and Conditions of Trade (hereinafter collectively called "guaranteed money").
2. Agrees as a separate severable and additional covenant, an obligation to indemnify and keep indemnified Alarmcorp from and against all losses, costs, charges and expenses whatsoever that Alarmcorp may suffer or incur in relation to the supply of goods or services to the Purchaser and further agrees that each of the provisions hereinafter contained that applies or is capable of application to this Deed when it is construed as an indemnity will apply to the indemnity hereby given by the Guarantor.
3. Covenants, acknowledges and agrees as follows:
 - (a) the Guarantee hereby given is a continuing guarantee, the indemnity hereby given is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to Alarmcorp other than the payment to and acceptance by Alarmcorp of the whole of the guaranteed money.
 - (b) Notwithstanding that as between the Guarantor and the Purchaser the position of the Guarantor is that of surety only nevertheless as between the Guarantor and Alarmcorp, the Guarantor is liable hereunder as a principal and as a primary debtor for the payment of the guaranteed money.
4. The Guarantor hereby acknowledges having given its consent to Alarmcorp to obtain from a credit reporting agency a consumer credit report containing information about it for the purpose of Alarmcorp assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Purchaser.
5. The term "Alarmcorp" includes its successors and assigns and the terms "Purchaser" and "Guarantor" include their respective executors, administrators and successors.
6. In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee their obligations are joint and several

Executed as a Deed

Agreed By (Name): _____

Signature: _____ Date: _____

Witness Name: _____

Witness Signature: _____ Date: _____

PART 4

Customer Authority and Acknowledgement (Privacy Act 1988)

Alarmcorp Pty Ltd (ABN 25 133 152 084) ("Alarmcorp")

Credit information that may be provided to a credit reporting agency

Alarmcorp may give information about me / us to a credit reporting agency before, during or after the provision of credit to me / us for the following purposes:

- To obtain a consumer credit report about me / us, and / or
- to allow the credit reporting agency to create or maintain a credit information file containing information about me/us.

This information is limited to:

- Identity particulars - name, sex, address and the previous two addresses, date of birth, name of employer, and driver's license number;
- My / our application for credit or commercial credit - the fact that I/we have applied for credit and the amount;
- The fact that Alarmcorp is a current credit provider to me / us;
- Loan repayments which are overdue by more than 60 days, and for which debt collection has started;
- Advice that my/our loan repayments are no longer overdue in respect of any default that has been listed;
- Information that, in the opinion of Alarmcorp I/we have committed a serious credit infringement, that is, acted fraudulently or shown an intention not to comply with my / our credit obligations;
- Dishonoured cheques - cheques drawn by me / us for \$100 or more which have been dishonoured more than once.

Assessment of Commercial Credit Application

I / we agree that Alarmcorp may obtain a consumer credit report containing information about me/us from a credit reporting agency for the purpose of assessing my / our application for commercial credit.

Disclosure to guarantor

I / we agree that Alarmcorp may give to a person who is currently a guarantor, or whom I/we have indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of the guarantor deciding whether to act as guarantor, or Alarmcorp keeping an existing guarantor informed about its guarantee.

I / we understand that the information disclosed can include a credit report and any other information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act including a credit report.

Overdue payments

I / we agree that Alarmcorp may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Exchange of credit worthiness information

I / we agree that Alarmcorp may exchange information about me/us to my/our credit providers including those named in a consumer credit report issued by a credit reporting agency:

- To assess an application by me/us for credit
- To notify other credit providers of a default by me/us
- To exchange information with other credit providers as to the status of my/our credit facility with Alarmcorp where I/we are in default with other credit providers
- To assess my/our debt worthiness.

I / we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

Privacy Amendment (Private Sector) Act 2000

I / we understand that under the requirements of the *Privacy Amendment (Private Sector) Act 2000*, Alarmcorp will ensure that all credit and personal information obtained about me / us will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorized access, use, modification or disclosure and any other misuse. I / we also understand that such information will be made available for viewing or amendment by me/us upon request to Alarmcorp.

PART 4 (Cont.)

Customer Authority and Acknowledgement (Privacy Act 1988)

Please refer to terms on previous page and sign your agreement below.

If company or corporate trustee, signed for and on behalf of the applicant

Name of Authorized Person: _____ Position: _____

Signature: _____ Date: _____

If sole trader, partnership or individual(s) as trustee – All partners, directors and individuals must sign

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Please return completed form to Alarmcorp, scan and email sales@alarmcorp.com.au

END OF APPLICATION