

CREDIT FACILITIES APPLICATION

FULL TRADING NAME:			
TRADING ADDRESS:			
			POST CODE:
INVOICE ADDRESS (if different):			
		POSTCODE:	ACCOUNT CONTACT:
TELEPHONE NUMBER: ()		YEARS ESTABLISHED:	
NATURE OF BUSINESS:		TOTAL CREDIT REQUIRED \$:	
COMPANY TYPE (please tick):	LIMITED COMPANY: ()	PARTNERSHIP: ()	SOLE TRADER: ()
LTD COMPANY REGD. OFFICE ADDRESS:			
ACN No:		ABN No:	
BANK NAME & ADDRESS:			
ACC PAYABLE CONTACT:	NAME:	EMAIL:	PHONE:

Please supply THE NAMES, ADDRESS & TELEPHONE NUMBERS OF THREE (3) TRADE REFEREES:

1: COMPANY NAME:		CONTACT NAME:	
ADDRESS:			
		TELEPHONE NUMBER:	
2: COMPANY NAME:		CONTACT NAME:	
ADDRESS:			
		TELEPHONE NUMBER:	
3: COMPANY NAME:		CONTACT NAME:	
ADDRESS:			
		TELEPHONE NUMBER:	

NOTE: That trade referees should be able to speak for a similar figure to that stated above.
The following should be signed by two Directors or Partners; or the Sole Proprietor.

I/WE REQUEST YOU TO OPEN A CREDIT ACCOUNT AND AGREE TO ABIDE BY TRADING TERMS AND CONDITIONS. TERMS ARE STRICTLY 30 DAYS FROM END OF MONTH.

1. SIGNATURE:	NAME (capitals):
POSITION:	DATE:
2. SIGNATURE:	NAME (capitals):
POSITION:	DATE:

CMT GROUP PTY LTD TRADING AS TIGERPAK PACKAGING

ACN 144 654 839 / TRADING TERMS AND CONDITIONS FOR SALE OF GOODS

These Trading Terms & Conditions ("Terms") apply (unless otherwise previously agreed in writing) to the supply of Goods by Tigerpak to a Customer from time to time. Any supply of Goods by Tigerpak to the Customer made after the date of acceptance of these Terms is a supply pursuant to the supply agreement constituted by these Terms and the relevant order accepted by Tigerpak ('Agreement') and any such supply does not give rise to a new or separate agreement.

1. Interpretation

In these Terms unless the contrary intention appears:

"Tigerpak" means CMT Group Pty Ltd ACN 144 654 839 trading as Tigerpak Packaging.

"Additional Charges" includes all handling charges (presently in the sum of \$25 for orders below \$250), delivery and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the Purchase Price, payable by the Customer to Tigerpak arising out of the sale of the Goods, and are exclusive of GST

"Customer" means the person to or for whom the Goods are to be supplied by Tigerpak.

"Goods" means the goods sold to the Customer by Tigerpak and includes any services provided by Tigerpak to Customer.

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

"Purchase Price" means the list price for the goods in Australian dollars as charged by Tigerpak at the date of delivery or such other price as may be agreed by Tigerpak and the Customer prior to delivery of the Goods, and is exclusive of GST.

"Terms" means these terms and conditions of trade, as amended from time to time by the Company.

2. Order for Goods

2.1 An order given to Tigerpak is binding on Tigerpak and the Customer, if:

2.1.1 a written acceptance is signed for or on behalf of Tigerpak; or
2.1.2 the Goods are supplied by Tigerpak in accordance with the order.
2.2 An acceptance of the order by Tigerpak is then to be an acceptance of these Terms by Tigerpak and the Customer and these Terms will override any conditions contained in the Customer's order. Tigerpak reserves the right to accept a part only of any order by notifying the Customer in writing or by delivering the Goods to the Customer. No order is binding on Tigerpak until accepted by it.

2.3 By accepting these Terms, the Customer acknowledges and agrees that all brands, types or styles of Goods published for sale by Tigerpak are indicative only, and may be replaced by an equal or better product at Tigerpak's absolute discretion. In addition, all dimensions that are published by Tigerpak are nominal only.

2.4 An order which has been accepted in whole or in part by Tigerpak cannot be cancelled by the Customer without obtaining the prior written approval of Tigerpak, which it may refuse in its absolute discretion.

3. Warranties

3.1 Tigerpak liability is limited, to the extent permissible by law and at Tigerpak's option, to:

3.1.1 in relation to the Goods:

i. the replacement of the products or the supply of equivalent products
ii. the repair of the products
iii. the payment of the cost of replacing the products or of acquiring equivalent products; or
iv. The payment of the cost of having the products repaired

3.1.2 Where the Goods are services:
i. the supply of service again; or
ii. the payment of the cost of having the services supplied again.

3.2 Any claims to be made against Tigerpak for:

3.2.1 short delivery of Goods;

3.2.2 Goods that are damaged upon receipt; or

3.2.3 other delivery discrepancies must be lodged with Tigerpak in writing within 7 days of the delivery date.

3.3 To the extent permitted at law, all other warranties whether implied or otherwise, not set out in these Terms or in any other warranty statement provided by the Company are excluded and Tigerpak is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate Customer for:

3.3.1 any increased costs or expenses;

3.3.2 any loss of profit, revenue, business, contracts or anticipated savings;

3.3.3 any loss or expense resulting from a claim by a third party; or

3.3.4 any special, indirect or consequential loss or damage of any nature whatsoever caused by Tigerpak's failure to complete or delay in completing the order to deliver the Goods.

4. Delivery

4.1 The times quoted for delivery are estimates only and Tigerpak accepts no liability for failure or delay in delivery of Goods. The Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in delivery. Goods may be delivered by instalments at the discretion of Tigerpak.

4.2 Risk in accepting the Goods passes on delivery to the Customer. 4.3 All Additional Charges are payable by the Customer in addition to the Purchase Price of the Goods.

5. Returns

5.1 Returns of Goods will only be accepted if:

5.1.1 Tigerpak provides prior approval of the return in writing;

5.1.2 the Customer obtains a return number from Tigerpak;

5.1.3 the Goods are returned in their original condition and packaging, and in full package quantities;

5.1.4 a copy of the corresponding tax invoice is supplied with the Goods; and

5.1.5 the Customer bears all freight charges incurred in returning the Goods (unless otherwise agreed with Tigerpak).

5.2 Tigerpak reserves the right either to credit the Purchase Price to the Customer, or to replace the Goods, at Tigerpak's absolute discretion.

5.3 Any Goods returned will be subject to a restocking charge of 15% of the Purchase Price of those Goods.

5.4 Any credit granted by Tigerpak to the Customer as the result of a return will expire and become unredeemable twelve (12) months after the date of the grant, except as otherwise provided by law.

5.5 Custom packaging and machinery is not returnable.

6. Price and Payment

6.1 The Customer must pay the Purchase Price and the Additional Charges to Tigerpak.

6.2 If the Customer is in default, Tigerpak may at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights.

6.3 All payments are due on or before delivery of the Goods to the Customer, unless the Customer has entered into a Credit Agreement with Tigerpak.

6.4 If Tigerpak and the Customer have entered into a Credit Agreement, all payments are due end of the following month of the date of invoice.

6.5 Where Customer makes payment by credit card, Customer will be liable for any merchant fee applicable to that transaction.

6.6 Interest is charged on all outstanding amounts at the rate of 10% per annum (calculated and accruing daily) from the expiry of the due date until the date payment is received by Tigerpak.

6.7 All amounts payable by the Customer under these Terms must be paid without set-off or counter claim of any kind.

6.8 The Customer hereby charges all of its rights, title and interests in any current or future personal property in favour of Tigerpak for the purpose of securing the Customer's current and future obligations to Tigerpak.

7. Retention of Title

7.1 Ownership, title and property in the Goods and in the proceeds of sale of those Goods remains with Tigerpak until payment in full for the Goods and all sums due and owing by the Customer to Tigerpak on any account have been made. Until the date of payment:

7.1.1 the Customer has the right to sell the Goods in the ordinary course of business;

7.1.2 the Goods are always at the risk of the Customer;

7.1.3 the Customer is fully responsible and liable for any Goods that are in the Customer's possession; and

7.1.4 the Customer must maintain the Goods in the condition in which they were received.

7.2 The Customer is deemed to be in default immediately upon the happening of any of the following events:

7.2.1 if any payment to Tigerpak is not made promptly before the due date for payment;

7.2.2 if the Customer ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque or bill of exchange drawn by the Customer payable to Tigerpak is dishonoured;

7.3 In the event of a default by the Customer, then without prejudice to any other rights that Tigerpak may have at law or under this Agreement:

7.3.1 Tigerpak or its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Goods.

7.3.2 Tigerpak may recover and resell the Goods;

7.3.3 if the Goods cannot be distinguished from similar Goods which the Customer has or claims to have paid for in full, Tigerpak may in its absolute discretion seize all goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of Tigerpak and the Customer may be ascertained. Tigerpak must promptly return to the Customer any goods the property of the Customer and Tigerpak is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Customer's business howsoever arising from the seizure of the Goods.

7.4 Separately, Customer hereby charges all its right, title and interest to and in the proceeds of sale of the Collateral (as defined in the PPSA) as original collateral, or any of it, in favour of the Tigerpak.

8. PPSA

8.1 Defined terms in this clause have the same meaning as given to them in the PPSA.

8.2 Tigerpak and the Customer acknowledge that these Terms constitute a Security Agreement and entitle the Tigerpak to claim:

(a) a Purchase Money Security Interest ("PMSI") in favour of Tigerpak over the Collateral supplied or to be supplied to the Customer as Grantor pursuant to these Terms; and

(b) a security interest over the proceeds of sale of the Collateral referred to in (a) as original collateral.

8.3 The goods supplied or to be supplied under these Terms fall within the PPSA classification of "Other Goods" acquired by the Customer pursuant to these Terms.

8.4 The Proceeds of sale of the Collateral referred to in clause 8.2(a) falls within the PPSA classification of "Account".

8.5 Tigerpak and the Customer acknowledge that Tigerpak, as Secured Party, is entitled to register its Security Interest in the Collateral supplied or to be supplied to Customer pursuant to these Terms and in the relevant Proceeds.

8.6 To the extent permissible at law, the Customer:

8.6.1. waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer to Tigerpak.

8.6.2 agrees to indemnify Tigerpak on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the;

8.6.2.1 registration or amendment or discharge of any Financing Statement registered by or on behalf of Tigerpak; and

8.6.2.2 enforcement or attempted enforcement of any Security Interest granted to Tigerpak by the Customer;

8.6.3 agrees that nothing in sections 130 and 143 of the PPSA will apply to these Terms or the Security under these Terms;.

8.6.4 agrees to waive its right to do any of the following under the PPSA:

8.6.4.1 receive notice of removal of an Accession under section 95;

8.6.4.2 receive notice of an intention to seize Collateral under section 123;

8.6.4.3 object to the purchase of the Collateral by the Secured Party under section 129;

8.6.4.4 receive notice of disposal of Collateral under section 130;

8.6.4.5 receive a Statement of Account if there is no disposal under section 132(4);

8.6.4.6 receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.

8.6.4.7 receive notice of retention of Collateral under section 135;

8.6.4.8 redeem the Collateral under section 142; and

8.6.4.9 reinstate the Security Agreement under section 143.

8.6.5 All payments received from the Customer must be applied in accordance with section 14(6)(c) of the PPSA.

9. On-Sale

The Customer agrees that upon the on-sale of any Goods to third parties, it will:

9.1 inform any third party involved of these Terms;

9.2 inform any third party of the Tigerpak's product warranties if any; and

9.3 not make any misrepresentations to third parties about the Goods.

10. Trustee Capacity

If Customer is the trustee of a trust (whether disclosed to Tigerpak or not), Customer warrants to Tigerpak that:

10.1 Customer enters into this Agreement in both its capacity as trustee and in its personal capacity;

10.2 Customer has the right to be indemnified out of trust assets;

10.3 Customer has the power under the trust deed to enter into this Agreement; and

10.4 Customer will not retire as trustee of the trust or appoint any new or additional trustee without first advising the Tigerpak.

11. Indemnity

To the full extent permitted by law, Customer will indemnify Tigerpak and keep Tigerpak indemnified from and against any liability and any loss or damage Tigerpak may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any of these Terms by Customer or its representatives.

12. General

12.1 These Terms are to be construed in accordance with the laws from time to time in the State of New South Wales and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of New South Wales, Australia and any courts which may hear appeals from those courts in respect to any proceedings in connection with these Terms.

12.2 These Terms contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties.

12.3 Any conditions found to be void, unenforceable or illegal may, to that extent be severed from the Agreement.

12.4 No waiver of any of these Terms or failure to exercise a right or remedy by Tigerpak will be considered to imply or constitute a further waiver by Tigerpak of the same or any other term, condition, right or remedy.