

## CREDIT ACCOUNT APPLICATION

In order to purchase goods and/or services from Plasgain Pty Ltd (ACN 629 147 520) (**Plasgain**), you will be required to accurately complete the following application. Plasgain may accept or reject your application in its absolute discretion.

### HOW TO COMPLETE YOUR APPLICATION

1. **Part 1:** Complete each of the Sections of Part 1 which apply to you: Section 1 if you are a body corporate (including a company), Section 2 if you are an individual (sole trader), Section 3 if you are a partnership, Section 4 if you are the trustee of a trust and Section 5 if you are a body politic. You must scan and attach copies of any documents required to be attached with your application in Part 1. Failure to do so may result in your application being rejected. Note that trustees of a trust will be required to complete more than one Section (for example, complete Section 1 for a body corporate that is also a trustee, as well as Section 4).
2. **Part 2:** Complete Part 2 (Details of directors, shareholders and trust beneficiaries) unless you are an individual (sole trader) who does not act as a trustee of a trust, a partnership or a body politic.
3. **Part 3:** Complete Part 3 (Requested credit limit, banking details and trade references)
4. **Part 4:** Read Part 4 (Credit Conditions).
5. **Part 5:** Complete Part 5 (Guarantee, indemnity and charge) if requested by Plasgain.
6. **Part 6:** Read Part 6 (Plasgain Terms and Conditions).
7. **Part 7:** Read Part 7 (Customer acknowledgment and declaration) and sign in the allocated spot.
8. Submit your application to us in person or via email to [accounts@plasgain.com.au](mailto:accounts@plasgain.com.au)

### WHAT HAPPENS NEXT?

1. We will consider your account application as soon as possible after it is submitted to us.
2. If your application is approved by us, we will notify you by sending you a written notice outlining that approval and the credit limit which applies to your account (which may differ from the amount requested by you in this application). We will also notify you of any conditions precedent to your use of credit (for example, the provision of a guarantee, indemnity and charge in accordance with Part 5).
3. If your application for credit is approved, the Credit Conditions referred to in Part 4 of this application (as amended from time to time in accordance with their terms) will apply to the provision of any credit to you by us.
4. Whether or not your application for credit is approved, the Plasgain Terms & Conditions in Part 6 (as amended from time to time in accordance with their terms) will apply to the supply of goods and/or services to you by Plasgain.
5. If your application is not approved, we will notify you by sending you a written notice outlining that your application has been rejected.

<b>Part 1 - Customer details</b> - complete each section below which applies to you			
<b>Section 1: For a body corporate (including a company)</b>			
Customer ACN or ARBN (if any)			
If you DO NOT have an ACN or ARBN - Customer's full name (as currently recorded in your constitution or equivalent document)			
Customer ABN			
Registered business name (if any)			
Customer street address			
Customer postal address			
Customer contact details	Name of contact person	Telephone	Email
Declaration by Customer as to proposed use of goods or services purchased from Plasgain	I declare that any goods or services I purchase from Plasgain will / will not (delete whichever does not apply) be held by me as inventory.		
<b>Section 2: For an individual (sole trader)</b>			
Customer name (as recorded in drivers licence – see note below)			
Date of birth (as recorded in drivers licence – see note below)			

Registered business name (if any)				
Customer ABN				
Customer street address				
Customer postal address				
Customer contact details		Email	Telephone	Mobile
Declarations by Customer as to proposed use of goods or services purchased from Plasgain		<p>I declare that any goods or services I purchase from Plasgain will / will not (delete whichever does not apply) be held by me in the course or furtherance, to any degree, of carrying on an enterprise to which an ABN has been allocated.</p> <p>I declare that any goods or services I purchase from Plasgain will / will not (delete whichever does not apply) be held by me as inventory.</p>		
<p>Note: If you do not have a drivers licence, provide details as recorded in a Proof of Identity Card or Proof of Age Card. If you do not have any of these, please contact us for alternatives. When submitting this application, provide a scanned copy of the drivers licence or Proof of Identity Card or Proof of Age Card or the other alternative document we tell you about.</p>				
<b>Section 3: For a partnership</b>				
Name of Partnership				
ABN of Partnership (if any)				
<p>Details of Partners</p> <p>If partner is an individual who is not acting as a trustee – provide full name and date of birth (each as recorded in drivers licence – see note below)</p> <p>If partner is a company which is not acting as a trustee – provide its ACN or ARBN. If partner is body corporate with no ACN or ARBN, provide its full name as recorded in the body's constitution or equivalent document.</p> <p>If the partner is not either of the above, please contact us for other alternatives.</p> <p>If there are more than 3 Partners, attach a sheet with the Details of the other Partner.</p>		Partner 1 details:	Partner 2 details:	Partner 3 details:
Registered business name (if any)				
Customer street address				
Customer postal address				
Customer contact details		Name of contact person	Telephone	Email
Declaration by Customer as to proposed use of goods or services purchased from Plasgain		<p>I declare that any goods or services I purchase from Plasgain will / will not (delete whichever does not apply) be held by me as inventory.</p>		
<p>Note: If the partner is an individual and does not have a drivers licence, provide details as recorded in a Proof of Identity Card or Proof of Age Card. If the partner does not have any of these, please contact us for alternatives. When submitting this application, provide a scanned photocopy of the drivers licence or Proof of Identity Card or Proof of Age Card or the other alternative document we tell you about.</p>				
<p><b>Section 4: For a Customer which is the trustee of a trust</b> - complete this section along with one of Sections 1, 2, 3 or 4</p> <p>* If your company or organisation is a trustee of a trust you <b>must</b> complete this Section along with one of Sections 1, 2, 3 or 4, otherwise your application may not be accepted by Plasgain</p>				
Name of Trust				
ARSN (if any) of Trust		ABN (if any) of Trust		

<p><b>Details of Trustee</b></p> <p>If there is more than one trustee, include details for each trustee.</p> <p>If trustee is an individual – provide full name and date of birth (each as recorded in drivers licence – see note below)</p> <p>If trustee is a company or other body corporate – provide ACN or ARBN. If no ACN or ARBN, provide full name recorded in company's or body's constitution or equivalent document.</p>	Trustee 1 details:		Trustee 2 details:	
Registered business name (if any)				
Customer street address				
Customer postal address				
Customer contact details	Name of contact person	Telephone	Email	
Declaration by Customer as to proposed use of goods or services purchased from Plasgain	I declare that any goods or services I purchase from Plasgain will / will not (delete whichever does not apply) be held by me as inventory.			
<p><i>Note: If the trustee is an individual who does not have a drivers licence, provide details as recorded in a Proof of Identity Card or Proof of Age Card. If the trustee is an individual who does not have any of these, please contact us for alternatives. When submitting this application, provide a scanned copy of the drivers licence or Proof of Identity Card or Proof of Age Card or the other alternative document we tell you about.</i></p>				
<p><i>Additional documents: If you are the trustee of a trust you are required to submit with your Credit Application a letter from your lawyers certifying to Plasgain that (a) they have reviewed an up-to-date copy of the trust deed and such other documents or instruments as they consider necessary for the purposes of providing the letter; (b) you (acting in your capacity as trustee of the trust) have the power to enter into the arrangements contemplated by the Plasgain Trading Terms &amp; Conditions and the Credit Conditions set out in Part 4 below and perform all obligations under them; and (c) all authorisations and consents necessary for you (acting in your capacity as trustee of the trust) to enter into the arrangements contemplated by the Plasgain Trading Terms &amp; Conditions and Credit Conditions and perform all obligations under them have been obtained.</i></p>				
<b>Section 5: For a body politic (see Note below)</b>				
Name of Body Politic (in full)				
ABN of enterprise which the Body Politic carries on (if any)				
Registered business name (if any)				
Customer street address				
Customer postal address				
Customer contact details	Name of contact person	Telephone	Email	
Declaration by Customer as to proposed use of goods or services purchased from Plasgain	I declare that any goods or services I purchase from Plasgain will / will not (delete whichever does not apply) be held by me as inventory.			
<p><i>Note: A body politic is any artificial legal entity having a separate legal personality other than a body corporate. It has the power to act, hold property, enter into legal contracts, sue and be sued in its own name. The federal government and State and Territory governments are each a body politic. A department of the federal government or of a State or Territory government is not a body politic in its own right but is part of the larger body politic comprising (as applicable) the federal government, the State government or the Territory government. A local government (eg a municipal council) is generally a body corporate, not a body politic. If you in doubt as to whether or not you are a body politic, seek legal advice.</i></p>				
<b>Part 2 - Details of directors, shareholders and trust beneficiaries</b>				
Name of director, shareholder or trust beneficiary	Address	Phone	Date of Birth	

<b>Part 3 - Requested credit limit, banking details and trade referees</b>			
<b>Requested credit limit:</b>	<b>\$ (per month)</b>		
Banking details:	Bank:	BSB:	Account No:
Trade referees (x3):	Name:	Phone:	Contact:
	Name:	Phone:	Contact:
	Name:	Phone:	Contact:
<b>Part 4 - Credit Conditions</b>			
<p>1. The Customer warrants that all the information provided by the Customer in this application is accurate, correct and complete as at the date this application is submitted by the Customer. If at any future time there is any change to the information regarding the Customer as set out in this form, the Customer agrees to notify Plasgain of the change immediately.</p> <p>2. Plasgain may accept or reject the application made in this form in its absolute discretion. The Customer agrees that it is not entitled to any credit unless and until it receives notice in writing from Plasgain that credit has been approved and the maximum amount of credit approved (<b>Credit Limit</b>). Until the Customer receives such notice, any goods or services that are to be supplied to the Customer by Plasgain will only be provided on a cash in advance basis.</p> <p>3. The Customer agrees that the Credit Limit is a maximum limit. The Customer is required to ensure at all times that the aggregate amount of all outstanding invoices issued by Plasgain to the Customer is less than the Credit Limit. If the aggregate amount of all outstanding invoices reaches (or, with the further supply of goods or services, would reach) the Credit Limit, Plasgain reserves the right to provide any goods or services that are to be supplied to the Customer on a cash in advance basis only.</p> <p>4. The Customer may apply to increase or reduce the Credit Limit at any time in writing. Plasgain may agree or refuse to increase the Credit Limit in its absolute discretion, or may agree on the basis that certain conditions be met (for example, the provision of a bank guarantee or, if not previously provided, the provision of a guarantee and indemnity by officer(s) or shareholder(s) of the Customer or by beneficiaries of the trust of which the Customer is trustee). Plasgain may reject an application to reduce the Credit Limit if the requested Credit Limit is less than the aggregate amount payable by the Customer under outstanding invoices issued by Plasgain to the Customer.</p> <p>5. If the Customer's application for credit is approved, then:</p> <ul style="list-style-type: none"> <li>(a) Credit, and the delivery of goods or services, by Plasgain to the Customer, may be suspended if payment is not made when due.</li> <li>(b) The credit granted to the Customer may be reduced, suspended until further notice, or terminated at any time by Plasgain by written notice to the Customer if Plasgain believes, acting reasonably, that the Customer is unable or unwilling to pay any amount to Plasgain when due. Such notice may be provided after credit is reduced, suspended or terminated in circumstances where Plasgain believes that it must take prompt action in this regard (acting reasonably). If credit is terminated, all money payable by the Customer to Plasgain becomes immediately due and payable.</li> <li>(c) Plasgain may at any time impose as a condition precedent to the granting of any further credit or the maintenance of the existing credit limit, the requirement that the Customer gives or procures such security or additional security as is reasonably required by Plasgain to protect its interests. Plasgain is entitled to withhold the supply of goods or services until such security or additional security is provided.</li> <li>(d) If any invoice issued by Plasgain to the Customer is overdue, Plasgain may refuse to supply any goods or services (in each case) on credit until all overdue invoices are paid in full.</li> <li>(e) Plasgain may amend or replace these Credit Conditions, where it deems such amendments or a replacement reasonably necessary, by providing prior written notice to the Customer, which notice may be endorsed on or accompany an invoice, statement, correspondence or other document provided to the Customer. The amended or replacement Credit Conditions apply with effect from the date stipulated in the notice (which must be no earlier than the date the notice is given to the Customer) and do not affect accrued rights and obligations.</li> </ul> <p>6. The Customer represents and warrants to Plasgain that:</p> <ul style="list-style-type: none"> <li>(a) it is not aware of any information, notice or court proceedings that may result in the appointment of a trustee in bankruptcy, administrator, controller or managing controller, receiver or receiver manager or liquidator to it or any of its property;</li> <li>(b) it does not intend to enter into any scheme of arrangement with creditors either formally through a court or otherwise; and</li> <li>(c) none of its officers (if it is a company or other body corporate), partners (if it is a partnership) or it (if it is a sole trader) has been a director of a company which has been placed in liquidation or has been declared bankrupt or has entered into an arrangement under the <i>Bankruptcy Act 1966</i> (Cth) (as amended).</li> </ul> <p>7. The Customer agrees to notify Plasgain in writing as soon as practicable and in any event within three days of the occurrence of:</p> <ul style="list-style-type: none"> <li>(a) a change in the legal status, ownership or control of the Customer;</li> <li>(b) a change in the directors (if it is a company or other body corporate) or partners (if it is a partnership) of the Customer;</li> <li>(c) the appointment of a liquidator, administrator or receiver, or the liquidation, administration, arrangement, receivership or bankruptcy of the Customer; or</li> </ul>			

- (d) any step being taken to sell an asset or assets of the Customer with a value of 20% or more of the gross assets of the Customer, or sell, transfer, encumber or otherwise dispose of 20% or more of the shares (if it is a company or other body corporate) of the Customer.

On the occurrence of such an event, Plasgain may reduce, suspend until further notice, or terminate the provision of credit to the Customer and/or may require the Customer to make a new application for credit.

8. Plasgain may at any time set off amounts payable by Plasgain to the Customer from the amounts payable by the Customer to Plasgain.
9. These Credit Conditions are governed by the laws of Victoria. The Customer submits to the non-exclusive jurisdiction of the courts of Victoria and courts of appeal from them.

#### **Part 5 - Guarantee, Indemnity and Charge - to be provided (if required by Supplier)**

##### **Deed Poll Guarantee, Indemnity and Charge (Deed)**

In consideration of Plasgain, at the request of the Guarantor, entering into the Agreement (as that term is defined in the Plasgain Terms and Conditions) with the Customer, the Guarantor covenants and agrees with Plasgain as follows:

1. The Guarantor is the person specified in the Schedule to this Deed.
2. The Guarantor irrevocably guarantees to Plasgain the due performance by the Customer of its obligations under the Agreement including payment of any amounts payable.
3. The Guarantor separately and independently indemnifies Plasgain and will at all times keep Plasgain indemnified from and against all losses and expenses which Plasgain may suffer or incur in consequence of any breach or non-observance by the Customer or any Guarantor of any of the terms of the Agreement (including a failure to pay any amounts payable and all enforcement expenses and legal costs on a full indemnity basis) or any part of the Agreement being void or unenforceable.
4. The Guarantor:
  - (a) grants a security interest in all of its present and after-acquired property and in all of its present and future rights in relation to any personal property (as defined in the PPSA) (**Guarantor Personal Property**) to Plasgain;
  - (b) charges all of its rights, property and undertaking of whatever kind and wherever situated, whether present or future including, without limitation, its capital and any interest in real property (other than any Guarantor Personal Property to which the PPSA applies) to Plasgain; and
  - (c) agrees to mortgage all of its present and future interests in any real property to Plasgain, as security for the performance of its obligations under the Agreement including its guarantee of the Customer's obligation to pay any amounts payable.
5. The Guarantor must promptly, upon Plasgain's request, do anything to the satisfaction of Plasgain (including, but not limited to, signing and producing documents, getting documents completed or signed, obtaining consents and supplying information) to:
  - (a) provide more effective security over the relevant real property or personal property;
  - (b) ensure that any such security interest in favour of Plasgain:
    - (i) is at all times enforceable, perfected (including, where applicable, by registration) and otherwise effective; and
    - (ii) ranks as a first priority security interest;
  - (c) enable Plasgain to prepare and register a financing statement or a financing change statement or give any notification in connection with that security interest;
  - (d) enable Plasgain to exercise any of its rights or perform any of its obligations in connection with any such security interest or under the PPSA; and
  - (e) enable Plasgain to prepare and register with any authority or body any document Plasgain deems necessary in connection with any real property.
6. The Guarantor must pay on demand any stamp duty (including any fines and penalties) assessed in connection with the security interest, charge and mortgage. The costs of registering a financing statement will be paid by the Customer.
7. The Guarantor acknowledges that Plasgain, by virtue of the charge and mortgage, has a caveatable interest in any real and leasehold property of the Guarantor which is or becomes subject to the charge and mortgage and may lodge a caveat over that property.
8. The Guarantor remains liable to Plasgain under clauses 2, 3, 4, 5 and 6 notwithstanding that:
  - (a) Plasgain has exercised any of its rights under the Agreement;
  - (b) the Customer is wound up or dissolved; and
  - (c) the guarantee given by the Guarantor may be for any reason unenforceable, either in whole or in part.
9. It is not necessary that Plasgain provide notice to the Guarantor to rectify any breach of the Agreement prior to the Guarantor being required to fulfil its obligations under the Agreement.
10. A demand on the Guarantor is deemed to have been duly made if it is in writing and signed on behalf of Plasgain by its authorised representative or solicitor and has been given to the Guarantor or left at or posted to the address of the Guarantor or Customer as shown in the Agreement or such last known address as notified to the Company in writing by the Guarantor.
11. The terms of the Agreement are not affected by any action taken or notice issued in relation to any other securities. The Supplier is under no obligation to marshal in favour of the Guarantor any security whatsoever held by Plasgain.
12. This is a continuing guarantee and the liability of the Guarantor under the Agreement is not affected by:
  - (a) any other person giving or not giving a guarantee or indemnity to Plasgain;
  - (b) the winding up, deregistration, administration, liquidation or insolvency of the Customer;
  - (c) the granting of time or concession (including a release, waiver, variation, assignment, novation, compounding or relinquishment of rights) to the Customer by Plasgain;
  - (d) any delay or laches on the part of Plasgain;
  - (e) any variation of the Agreement between Plasgain and the Customer (whether or not the Guarantor is party to that variation and whether or not such variation increases the Guarantor's liability under the Guarantee) or any assignment or novation of the Agreement;

- (f) Plasgain taking, varying, wholly or partially discharging or otherwise dealing with or losing or impairing any security for the Customer's obligations under the Agreement or a security of that kind being or becoming void, voidable or unenforceable; or
  - (g) anything that Plasgain may do or omit to do which, but for this provision, might otherwise affect the liability of the Guarantor.
13. As between the Guarantor and Plasgain, the Guarantor is to be deemed to be a primary debtor to Plasgain independent of the Customer.
  14. To the fullest extent permitted by law, the Guarantor waives such of the Guarantor's rights as surety or indemnifier (legal equitable statutory or otherwise) which may at any time be inconsistent with any of the provisions of the Agreement.
  15. The covenants and agreements made or given by the Guarantor are not conditional in any way and remain binding notwithstanding that any other person has not executed or duly executed the Agreement.
  16. The obligations of the Guarantor under the Agreement continue in force until Plasgain confirms in writing that it has been released.
  17. The Guarantor acknowledges that:
    - (a) it has, prior to signing the Agreement, obtained independent legal and financial advice and/or had the opportunity to obtain such advice as to its obligations and the true meaning, nature and effect of the Agreement; and
    - (b) Plasgain is under no obligation to notify the Guarantor of any changes to the Agreement or any dealings with the Customer (and the Guarantor appoints the Customer as its agent for the receipt of notices in connection with the Agreement).
  18. In the event of liquidation or bankruptcy of the Customer, the Guarantor will not prove in such liquidation or bankruptcy in competition with Plasgain.
  19. The Customer and Guarantor agree that:
    - (a) if any payment to Plasgain must be refunded under any statutory provision or otherwise, the liability of the Customer and Guarantor continues, and Plasgain will immediately be restored to the rights that Plasgain would have had against each party if the payment had not been made; and
    - (b) the Guarantor will immediately pay to Plasgain the amount refunded by Plasgain so that all amounts payable to Plasgain under the Agreement have been paid.
  20. If the obligation of the Guarantor in respect of any part of the debt is unenforceable, the Guarantor's obligation in respect of the other part of the debt will not be affected by such unenforceability.
  21. The Supplier may apply any amounts received under this Guarantee towards satisfaction of any parts of any amounts payable or any such amounts under the Agreement in whatever manner it sees fit.

**SCHEDULE**

Details of Guarantor	
Name	
Address	

**Executed as a deed poll**

**Dated:** \_\_\_\_\_

**Signed, sealed and delivered by**

\_\_\_\_\_  
*(Insert name of Guarantor, if an individual)*  
 in the presence of:

\_\_\_\_\_  
 Signature of witness

\_\_\_\_\_  
*(Insert name of witness)*

**Executed by**

\_\_\_\_\_  
*(Insert name of Guarantor, if a company)*  
 in accordance with section 127 of the Corporations Act  
 2001 (Cth) by:

\_\_\_\_\_  
 Signature of Director

\_\_\_\_\_  
 Full name (print)

\_\_\_\_\_  
 Signature of Guarantor

\_\_\_\_\_  
 Signature of Director/Company Secretary

\_\_\_\_\_  
 Full name (print)

**Part 6 - Plasgain Terms and Conditions**

Can be viewed on our website [www.plasgain.com.au](http://www.plasgain.com.au)

**Part 7 - Customer acknowledgement and declaration**

The Customer acknowledges and agrees that:

- The Customer has read and understood the Credit Conditions, the Deed and the Plasgain Terms & Conditions.
- The Customer agrees that the Credit Conditions (as amended from time to time in accordance with their terms) apply to the provision of any credit to the Customer by Plasgain and that, if a guarantee has been provided in accordance with the Deed, the terms of the Deed will also apply to the provision of any credit to the Customer by Plasgain.
- The Customer agrees that the Plasgain Terms & Conditions (as amended from time to time in accordance with their terms) apply to the supply of any Goods and/or Services to the Customer by Plasgain.
- The Customer authorises Plasgain to contact the trade referees identified in Part 3 of this form for credit reference purposes.
- Once it has completed this form, the Customer will receive a written notice from Plasgain confirming whether the Customer's application has been accepted or rejected (**Notification**). The Customer will be deemed to have accepted the Credit Conditions and Plasgain Terms & Conditions as well as any additional terms set out in the Notification if it transacts on its account or places any order for goods and/or services following receipt of the Notification.

\_\_\_\_\_  
Signed on behalf of the Customer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date