PRODEPOT

FOR PROS BY PROS

Credit Account Application Form

D&J Growing Investments Pty Ltd trading as ProDepot Australia
ABN 64 144 939 471
sales@prodepot.com.au | 1300 084 965

Please complete every section, sign where indicated, and return the form to sales@prodepot.com.au. A credit account is opened only when ProDepot gives written approval. Until that written approval is given you remain either an ordinary customer or an approved Trade Plus customer paying in full at the time of purchase.

> *This form is the separate written application referred to in the ProDepot Trade Account Terms, Part B. It is not part of Trade Plus registration and it is not completed on the website. Where this signed form and the written approval differ from the Trade Account Terms published on the website, this form and the approval apply.*

SECTION 1. APPLICANT'S BUSINESS DETAILS

FULL TRADING NAME

REGISTERED COMPANY NAME

ACN | ABN | YEARS TRADING

IS THE TRADING NAME A REGISTERED BUSINESS NAME?

☐ Yes ☐ No

BUSINESS STRUCTURE

☐ Sole trader ☐ Private company ☐ Public company ☐ Partnership ☐ Trust ☐ Other

IF OTHER, PLEASE SPECIFY

NATURE OF BUSINESS

BUSINESS ADDRESS | SUBURB | STATE | POSTCODE

POSTAL ADDRESS, IF DIFFERENT | SUBURB | STATE | POSTCODE

MAIN TELEPHONE | GENERAL EMAIL | WEBSITE

SECTION 2. CONTACT PEOPLE

ACCOUNTS PAYABLE

NAME | TELEPHONE | EMAIL

PURCHASING

NAME

TELEPHONE

EMAIL

STATEMENTS

RECEIVE STATEMENTS BY EMAIL?

☐ Yes ☐ No

STATEMENT EMAIL ADDRESS

SECTION 3. OWNERS AND DIRECTORS

Provide details for every owner or director. Attach a further page if there are more than two. These details are used to assess this application and, where applicable, to support the guarantee in Section 7.

FIRST OWNER OR DIRECTOR

ROLE

☐ Owner ☐ Director ☐ Both

FULL NAME

MOBILE

EMAIL

HOME ADDRESS

SUBURB

STATE

POSTCODE

DATE OF BIRTH

DRIVER LICENCE NUMBER

LICENCE STATE

HAVE YOU PREVIOUSLY BEEN BANKRUPT OR ASSOCIATED WITH AN INSOLVENT COMPANY?

☐ Yes ☐ No

IF YES, PLEASE GIVE DETAILS

SECOND OWNER OR DIRECTOR

ROLE

☐ Owner ☐ Director ☐ Both

FULL NAME

MOBILE

EMAIL

HOME ADDRESS

SUBURB

STATE

POSTCODE

DATE OF BIRTH

DRIVER LICENCE NUMBER

LICENCE STATE

HAVE YOU PREVIOUSLY BEEN BANKRUPT OR ASSOCIATED WITH AN INSOLVENT COMPANY?

☐ Yes ☐ No

IF YES, PLEASE GIVE DETAILS

SECTION 4. CREDIT REQUESTED

CREDIT LIMIT REQUESTED (AUD)

ESTIMATED MONTHLY PURCHASES (AUD)

PREFERRED PAYMENT TERMS

Payment terms, the credit limit and any interest rate that applies to overdue amounts are set by ProDepot in the written account approval. Nothing in this form fixes them, and a credit limit is not an agreement to supply up to that amount.

SECTION 5. TRADE REFERENCES

Please provide three businesses that currently supply you on credit.

REFERENCE ONE

BUSINESS NAME

CONTACT NAME

TELEPHONE

EMAIL

APPROXIMATE MONTHLY SPEND

ACCOUNT HELD SINCE

REFERENCE TWO

BUSINESS NAME

CONTACT NAME

TELEPHONE

EMAIL

APPROXIMATE MONTHLY SPEND

ACCOUNT HELD SINCE

REFERENCE THREE

BUSINESS NAME

CONTACT NAME

TELEPHONE

EMAIL

APPROXIMATE MONTHLY SPEND

ACCOUNT HELD SINCE

SECTION 6. APPLICANT'S DECLARATION

The Applicant applies to D&J Growing Investments Pty Ltd trading as ProDepot Australia, ABN 64 144 939 471 (ProDepot) for a credit account. The Applicant declares that the information in this application is true and correct and that no relevant information, including information about the creditworthiness of the Applicant, has been withheld.

The Applicant acknowledges that it has received and accepts the ProDepot Trade Account Terms and the Terms of Credit set out in this form, and that ProDepot may vary those terms prospectively on reasonable notice. The Applicant agrees to pay each invoice in full by the due date stated in the account approval or on the invoice.

The Applicant authorises ProDepot to obtain and to receive from a credit reporting body, and from any other credit provider, a report or information about the commercial credit activities and creditworthiness of the Applicant and of any guarantor, both in assessing this application and while the account remains open. The Applicant acknowledges that ProDepot may disclose information to a credit reporting body if an amount owing is overdue. ProDepot handles personal information in accordance with its Privacy Policy.

SIGNED FOR AND ON BEHALF OF THE APPLICANT

SIGNATURE	FULL NAME	POSITION	DATE

SECOND SIGNATORY, WHERE REQUIRED

SIGNATURE	FULL NAME	POSITION	DATE

SECTION 7. GUARANTEE AND INDEMNITY

This Section is completed by each director or owner where ProDepot requires a guarantee as a condition of credit. It is a separate promise, signed and witnessed, and it is given after an opportunity to obtain independent legal advice. The ProDepot Trade Account Terms published on the website do not by themselves create a personal guarantee.

In consideration of ProDepot supplying goods on credit to the Applicant, I, and if more than one of us then jointly and severally, guarantee to ProDepot the punctual payment by the Applicant of all amounts owing to ProDepot and the performance by the Applicant of its obligations. If the Applicant fails to pay an amount when it is due, I will pay that amount to ProDepot on demand.

I indemnify ProDepot against any loss it suffers because the Applicant fails to pay an amount owing or fails to perform an obligation, including reasonable expenses and legal costs of recovery for which I am legally liable.

This guarantee and indemnity is a continuing obligation. It is not discharged by ProDepot giving the Applicant time, by a variation of the terms made on reasonable notice, by a change in the Applicant's ownership or structure, or by the release of a co-guarantor, except to the extent the law provides otherwise. It continues until ProDepot confirms in writing that the account is closed and all amounts owing have been paid.

I confirm that I have read and understood the Terms of Credit in this form and the ProDepot Trade Account Terms, and that I have had the opportunity to obtain independent legal advice before signing.

> *Guarantor's credit reporting consent. I consent to ProDepot obtaining and receiving from a credit reporting body, and from any other credit provider, a report or information about my commercial credit activities and creditworthiness, for the purpose of assessing this guarantee and while it remains on foot. This consent is given by me personally and is separate from any authorisation given by the Applicant in Section 6.*

GUARANTOR ONE

SIGNATURE	FULL NAME	POSITION	DATE

WITNESS

WITNESS SIGNATURE	WITNESS FULL NAME	WITNESS ADDRESS	DATE

> *Guarantor's credit reporting consent. I consent to ProDepot obtaining and receiving from a credit reporting body, and from any other credit provider, a report or information about my commercial credit activities and creditworthiness, for the purpose of assessing this guarantee and while it remains on foot. This consent is given by me personally and is separate from any authorisation given by the Applicant in Section 6.*

GUARANTOR TWO

SIGNATURE	FULL NAME	POSITION	DATE

WITNESS

WITNESS SIGNATURE	WITNESS FULL NAME	WITNESS ADDRESS	DATE

TERMS OF CREDIT

These Terms of Credit apply to a ProDepot credit account. They are read together with the ProDepot Trade Account Terms, the ProDepot Sales Terms and Conditions, the Returns and Warranty Policy and the Shipping and Delivery Policy published at prodepot.com.au. Where this signed form and the written account approval differ from the published Trade Account Terms, this form and the approval apply to that credit account.

1. DEFINITIONS

ProDepot means D&J Growing Investments Pty Ltd, ABN 64 144 939 471, trading as ProDepot Australia. Customer means the applicant named in Section 1. Goods means goods and related services supplied by ProDepot to the Customer. Due Date means the date for payment stated in the written account approval or on the invoice. PPSA means the Personal Property Securities Act 2009 (Cth).

2. APPLICATION AND APPROVAL

A credit account is opened only when ProDepot gives written approval. The approval may state the credit limit, the payment period, the pricing level, any security requirement, any interest rate that applies to overdue amounts, and any other condition of the account. Until that approval is given, the Customer pays in full at the time of purchase.

ProDepot may approve, decline, reduce, suspend or withdraw an account acting reasonably, including because of credit risk, overdue amounts, changed ownership, insolvency risk, suspected misuse of trade pricing, or inaccurate application information. Credit is provided for commercial purposes only and not for personal, domestic or household purposes.

3. PAYMENT

The Customer must pay each invoice in full by the Due Date. A credit limit is not an agreement to supply up to that amount and does not prevent ProDepot requiring prepayment for a particular order. The Customer must not withhold an undisputed amount because another invoice, or part of an invoice, is disputed.

Interest on an overdue amount is payable only at the rate expressly disclosed in the account approval or on the invoice, and only to the extent permitted by law. Reasonable external recovery costs may be recovered where the Customer is legally liable for them. ProDepot may allocate a payment to the invoice identified by the Customer or, if none is identified, to the oldest undisputed amount, acting reasonably.

4. INVOICE DISPUTES

The Customer should notify ProDepot promptly of any invoice dispute, identify the amount and the reasons, and provide supporting documents. The parties must work in good faith to resolve it. Failure to notify promptly does not waive a valid legal right, but all undisputed amounts must still be paid by the Due Date.

5. OVERDUE ACCOUNTS

If an amount is overdue, ProDepot may suspend further supply, remove discounts, require prepayment, reduce the credit limit and take reasonable recovery action, after giving any notice required by law.

6. RETENTION OF TITLE

Until ProDepot receives full payment for particular Goods, legal title to those Goods remains with ProDepot, even though risk passes to the Customer on delivery or collection. Until title passes the Customer must keep those Goods identifiable, properly stored and insured, must not intentionally create an inconsistent security interest, and must not dispose of them except in the ordinary course of business. If the Customer sells them in the ordinary course, the Customer must account to ProDepot for the proceeds to the extent of the unpaid price, subject to applicable law.

7. PERSONAL PROPERTY SECURITIES ACT

The Customer acknowledges that these terms may create a security interest, including a purchase money security interest, under the PPSA. The Customer must provide information and do the reasonable things required to allow ProDepot to register, maintain or enforce that security interest, and ProDepot may register on the Personal Property Securities Register where appropriate. Nothing in this clause waives a notice that the PPSA requires the Customer to receive.

8. RECOVERY OF UNPAID GOODS

Where ProDepot is legally entitled to do so, and after giving any required notice, ProDepot may request the return of identifiable unpaid Goods. ProDepot may enter premises only with consent or lawful authority. Nothing in these terms authorises trespass, a breach of the peace, or conduct prohibited by law.

9. GUARANTEES AND SECURITY

Where ProDepot requires a guarantee, it is effective only if it is contained in a document signed by the guarantor after an opportunity to obtain independent advice. Section 7 of this form is that document. Any other security is effective only if it is contained in a separate document signed by the person giving it.

10. NOTIFICATION

The Customer must notify ProDepot in writing within seven days of any change to its legal name, ABN, ownership, directors, address, contact details or financial circumstances that may materially affect credit risk, and of any insolvency event or material change in control. Until ProDepot receives that notice, the Customer remains liable for Goods supplied or ordered, and any guarantor remains liable in accordance with the terms of their executed Guarantee and Indemnity.

11. RETURNS, WARRANTIES AND CONSUMER RIGHTS

Returns, faults and warranty claims are handled under the ProDepot Returns and Warranty Policy. Nothing in these terms excludes, restricts or modifies a right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law. A trade customer may have Australian Consumer Law rights in certain transactions.

12. LIABILITY

Nothing excludes liability that cannot lawfully be excluded. Any limitation for business to business transactions operates only to the extent permitted by law and is to be interpreted reasonably, having regard to the transaction and the Australian Consumer Law. ProDepot is not responsible for loss caused by the Customer's inaccurate specifications, misuse, incorrect installation, unauthorised modification or failure to follow safety and technical instructions, except to the extent ProDepot caused or contributed to the loss.

13. CONFIDENTIALITY

Trade pricing, rebate structures, supplier information and non public commercial information must be kept confidential and used only for the Customer's purchasing relationship with ProDepot, except where disclosure is required by law or made to a professional adviser.

14. PRIVACY AND CREDIT INFORMATION

ProDepot collects the personal information in this form to assess the application, to manage the account and to meet its legal obligations. It may be disclosed to a credit reporting body, to a credit provider named as a reference, and to professional advisers and service providers. ProDepot handles personal information in accordance with the ProDepot Privacy Policy, which explains how to seek access or correction and how to make a complaint.

15. VARIATION, GENERAL AND GOVERNING LAW

ProDepot may vary these terms prospectively by giving reasonable notice. A variation does not retrospectively change an accepted order or an accrued right. Material changes to credit, security or payment obligations should be expressly accepted or incorporated into a renewed account approval. If a provision is unenforceable it is read down or severed to the minimum extent necessary and the remainder continues. A delay in enforcing a right is not a waiver.

These terms are governed by the laws of Victoria, Australia. The parties submit to the non exclusive jurisdiction of courts and tribunals having jurisdiction in Victoria, subject to any mandatory rights to bring a claim elsewhere.

RETURNING THIS FORM

Email the completed and signed form to sales@prodepot.com.au, or ask us to send it to you by emailing the same address. We will confirm receipt, review the application, and write to you with the outcome. If the account is approved, the written approval will state your credit limit, your payment terms and any other conditions.

PRODEPOT OFFICE USE ONLY

RECEIVED BY

DATE RECEIVED

REFERENCES CHECKED BY

DATE

CREDIT REPORTING BODY CHECK

RESULT

GUARANTEE REQUIRED

GUARANTEE RECEIVED

CREDIT LIMIT APPROVED (AUD)

PAYMENT TERMS APPROVED

OVERDUE INTEREST RATE

APPROVED BY

POSITION

DATE OF WRITTEN APPROVAL

ACCOUNT CODE

NOTES