I/we agree to open a Credit Account with The Paint City Group of stores. This account will be valid and accessible across the Paint City Stores listed below.

Yes ☐ No ☐ Initials:

Coolum Beach	Currimundi	Maroochydore	Nambour	Mango Hill	Hervey Bay	Noosaville
The Fortington Trust & The Paint City Trust ABN 47 750 766 130	Paint City QLD Pty Ltd ABN 63 069 339 742	Paint City QLD Pty Ltd ABN 63 069 339 742	Paint City QLD Pty Ltd ABN 63 069 339 742	Debjust Pty Ltd T/A Paint City Mango Hill ABN 87 129 705 451	Paint City Hervey Bay Pty Ltd ABN 39 606 028 969	Paint City QLD Pty Ltd & The Hillbank Trust & PJ & KS Williams Family Trust ABN 37 681 479 246

Application For Credit Account

Nature of Organisation:

Sole Trader ☐ Partnership ☐ Proprietary Company ☐ Trust ☐ Other ☐ _____

Trade Name: _____

Legal Name: _____

Delivery Address: _____

Postal Address: _____

Telephone: ( ) _____ Fax: ( ) _____ Mobile: ( ) _____

Registered Office: _____ E-Mail: _____

ABN Number: _____ Paid up Capital: _____

Previous Address Details (If less than 2 years): _____

Details of Partners (if Partnership) or Details of Directors (If Proprietary Company)

1. Full Name: _____ **2.** Full Name: _____

Home Address: _____ Home Address: _____

_____ _____

Home Phone: _____ Home Phone: _____

Contact Person for Accounts: _____

Name and Branch of Bank: _____

Bank Account Number: _____

Solicitors Name and Address: _____

Accountants Name and Address: _____

Trade References: (excluding Credit Cards, Fuel Suppliers, Landlord, Power & Phone)

1. _____ Phone No: _____

2. _____ Phone No: _____

3._____ Phone No: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1988) I authorise any person or company to give information as may be required in response to credit Inquiries. I have read and understand the GENERAL TERMS AND CONDITIONS OF TRADE (overleaf) of Paint City Group T/A Paint City which form part of, and are intended to be read in conjunction with this Credit Application and agree to be bound by these conditions.

Signed: _____ Date: _____
(Proprietor / Partner / Director / Authorised Signatory) Circle One

Full Name: _____ Position: _____

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Only to be filled out if you are applying as a Company (PTY LTD)

Coolum Beach	**Currimundi**	**Maroochydore**	**Nambour**	**Mango Hill**	**Hervey Bay**	**Noosaville**
The Fortington Trust & The Paint City Trust ABN 47 750 766 130	Paint City QLD Pty Ltd ABN 63 069 339 742	Paint City QLD Pty Ltd ABN 63 069 339 742	Paint City QLD Pty Ltd ABN 63 069 339 742	Debjust Pty Ltd T/A Paint City Mango Hill ABN 87 129 705 451	Paint City Hervey Bay Pty Ltd ABN 39 606 028 969	Paint City QLD Pty Ltd & The Hillbank Trust & PJ & KS Williams Family Trust ABN 37 681 479 246

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Paint City Group T/A Paint City and its successors and assigns ("the Supplier")
at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

_____the Client")

I/WE UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to the Supplier of all moneys which are now owing to the Supplier by the Client and all further sums of money from time to time owing to the Supplier by the Client in respect of goods and services supplied or to be supplied by the Supplier to the Client or any other liability of the Client to the Supplier, and the due observance and performance by the Client of all its obligations contained or implied in any contract with the Supplier. If for any reason the Client does not pay any amount owing to the Supplier the Guarantor will immediately on demand pay the relevant amount to the Supplier.
2. **HOLD HARMLESS AND INDEMNIFY** the Supplier on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees (as defined hereunder in paragraph b hereof)) incurred by or assessed against the Supplier in connection with:
   (a) the supply of goods and/or services to the Client; or
   (b) the recovery of moneys owing to the Supplier by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to the Supplier's nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
   (c) moneys paid by the Supplier with the Client's consent in settlement of a dispute that arises or results from a dispute between, the Supplier, the Client, and a third party or any combination thereof, over the supply of goods and/or services by the Supplier to the Client.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Supplier by the Client and all obligations herein have been fully paid satisfied and performed.
4. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Supplier's part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client's obligations to the Supplier, each Guarantor shall be a principal debtor and liable to the Supplier accordingly.
5. If any payment received or recovered by the Supplier is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Supplier shall each be restored to the position in which they would have been had no such payment been made.
6. This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and both of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to the Supplier.
9. The above information is to be used by the Supplier for all purposes in connection with the Supplier considering this Guarantee and Indemnity and the subsequent enforcement of the same.
10. I/we irrevocably authorise the Supplier to obtain from any person or company any information which the Supplier may require for credit reference purposes. I/We further irrevocably authorise the Supplier to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Supplier as a result of this Guarantee and Indemnity being actioned by the Supplier.

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this day of 20____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this day of 20____

Note: 1. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
2. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member.

WARNING: THIS IS AN IMPORTANT DOCUMENTYOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

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1. Definitions

1.1 "Supplier" shall mean The Paint City Group Comprising of Paint City QLD Pty Ltd T/A Paint City Maroochydore, Currimundi, Rockhampton, and Nambor (ABN 63 069 339 742), and the Fortington Trust and the Paint City Trust T/A Paint City Coolum (ABN 47 750 766 130), and the P&L Williams Noosa Company Pty Ltd ATF The Hillbank Trust & The PJ & KS Williams Family Trust T/A Paint City Noosa (ABN 93 597 970 037 - ACN 112 095 726) and Paint City Hervey Bay Pty Ltd (ABN 39 606 028 969 **-** ACN 123 960 243), and Debjust Pty Ltd T/A Paint City Mango Hill (ABN 87 129 705 451), its successors and assigns or any person acting on behalf of and with the authority of The Paint City Group Comprising of Paint City QLD Pty Ltd T/A Paint City Maroochydore, Currimundi, Rockhampton, and Nambor (ABN 63 069 339 742), and the Fortington Trust and the Paint City Trust T/A Paint City Coolum (ABN 47 750 766 130), and the P&L Williams Noosa Company Pty Ltd ATF The Hillbank Trust & The PJ & KS Williams Family Trust T/A Paint City Noosa (ABN 93 597 970 037 - ACN 112 095 726), and Paint City Hervey Bay Pty Ltd (ABN 39 606 028 969 **-** ACN 123 960 243), and Debjust Pty Ltd T/A Paint City Mango Hill (ABN 87 129 705 451).

1.2 "Client" shall mean the Client or any person acting on behalf of and with the authority of the Client.

1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.

1.4 "Goods" shall mean Goods supplied by the Supplier to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Supplier to the Client

1.5 "Services" shall mean all services supplied by the Supplier to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

1.6 "Price" shall mean the cost of the Goods as agreed between the Supplier and the Client subject to clause 3 of this contract.

2. Acceptance

2.1 Any instructions received by the Supplier from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by the Supplier shall constitute acceptance of the terms and conditions contained herein.

2.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.

2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be amended with the written consent of the Supplier.

2.4 The Client undertakes to give the Supplier at least fourteen (14) days notice of any change in the Client's name, address and/or any other change in the Client's details.

3. Price And Payment

3.1 At the Supplier's sole discretion the Price shall be either;
- (a) as indicated on invoices provided by the Supplier to the Client in respect of Goods supplied; or
- (b) the Supplier's quoted Price (subject to clause 3.2) which shall be binding upon the Supplier provided that the Client shall accept the Supplier's quotation in writing within thirty (30) days.

3.2 The Supplier reserves the right to change the Price in the event of a variation to the Supplier's quotation.

3.3 At the Supplier's sole discretion a deposit may be required.

3.4 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.

3.5 At the Supplier's sole discretion;
- (a) payment shall be due on delivery of the Goods, or
- (b) payment shall be due before delivery of the Goods, or
- (c) payment for approved Client's shall be due on thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices.

3.6 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to 2% of the Price), or by direct credit, or by any other method as agreed to between the Client and the Supplier.

3.7 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

4. Delivery Of Goods

4.1 At the Supplier's sole discretion delivery of the Goods shall take place when;
- (a) the Client takes possession of the Goods at the Supplier's address; or
- (b) the Client takes possession of the Goods at the Client's nominated address (in the event that the Goods are delivered by the Supplier or the Supplier's nominated carrier); or
- (c) the Client's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Client's agent.

4.2 At the Supplier's sole discretion the costs of delivery are;
- (a) in addition to the Price, or
- (b) for the Client's account.

4.3 The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then the Supplier shall be entitled to charge a reasonable fee for redelivery.

4.4 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.

4.5 The failure of the Supplier to deliver shall not entitle either party to treat this contract as repudiated.

4.6 The Supplier shall not be liable for any loss or damage whatever due to failure by the Supplier to deliver the Goods (or any of them) promptly or at all.

5. Risk

5.1 If the Supplier retains ownership of the Goods nonetheless, all risk for the Goods passes to the Client on delivery.

5.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.

6. Title

6.1 It is the intention of the Supplier and agreed by the Client that ownership of the Goods shall not pass until:
- (a) the Client has paid all amounts owing for the particular Goods, and
- (b) the Client has met all other obligations due by the Client to the Supplier in respect of all contracts between the Supplier and the Client.

6.2 Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Supplier's ownership or rights in respect of the Goods shall continue.

6.3 It is further agreed that:
- (a) where practicable the Goods shall be kept separate and identifiable until the Supplier shall have received payment and all other obligations of the Client are met; and
- (b) until such time as ownership of the Goods shall pass from the Supplier to the Client the Supplier may give notice in writing to the Client to return the Goods or any of them to the Supplier. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and
- (c) the Supplier shall have the right of stopping the Goods in transit whether or not delivery has been made; and
- (d) if the Client fails to return the Goods to the Supplier then the Supplier or the Supplier's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the Goods are situated and take possession of the Goods; and
- (e) the Client is only a bailee of the Goods and until such time as the Supplier has received payment in full for the Goods then the Client shall hold any proceeds from the sale or disposal of the Goods on trust for the Supplier; and
- (f) the Client shall not deal with the money of the Supplier in any way which may be adverse to the Supplier; and
- (g) the Client shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Supplier; and
- (h) the Supplier can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Client; and
- (i) until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that the Supplier will be the owner of the end products.

7. Client's Disclaimer

7.1 The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Client by the Supplier and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgement.

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8. Defects

8.1 The Client shall inspect the Goods on delivery and shall within seven (7) days notify the Supplier of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Supplier an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Supplier has agreed in writing that the Client is entitled to reject, the Supplier's liability is limited to either (at the Supplier's discretion) replacing the Goods or repairing the Goods.

8.2 Goods will not be accepted for return other than in accordance with 8.1 above.

9. Warranty

9.1 For Goods not manufactured by the Supplier, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

10. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts

10.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

11. Default & Consequences Of Default

11.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement.

11.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in pursuing the debt including legal costs on a solicitor and own client basis and the Supplier's collection agency costs.

11.3 Without prejudice to any other remedies the Supplier may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Supplier may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. The Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier exercised its rights under this clause.

11.4 If any account remains overdue after thirty (30) days then an amount of the greater of $20.00 or 10.00% of the amount overdue (up to a maximum of $200) shall be levied for administration fees which sum shall become immediately due and payable.

11.5 Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:

(a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to meet its payments as they fall due; or

(b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

12. Security And Charge

12.1 Despite anything to the contrary contained herein or any other rights which the Supplier may have howsoever:

(a) where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Supplier or the Supplier's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Supplier (or the Supplier's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

(b) should the Supplier elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis.

(c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Supplier or the Supplier's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 12.1.

13. Cancellation

13.1 The Supplier may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. On giving such notice the Supplier shall repay to the Client any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage whatever arising from such cancellation.

13.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.

14. Privacy Act 1988

14.1 The Client and/or the Guarantor/s agree for the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by the Supplier.

14.2 The Client and/or the Guarantor/s agree that the Supplier may exchange information about the Client and the Guarantor/s with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:

(a) to assess an application by Client; and/or

(b) to notify other credit providers of a default by the Client; and/or

(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or

(d) to assess the credit worthiness of Client and/or Guarantor/s.

14.3 The Client consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

14.4 The Client agrees that personal credit information provided may be used and retained by the Supplier for the following purposes and for other purposes as shall be agreed between the Client and Supplier or required by law from time to time:

(a) provision of Goods; and/or

(b) marketing of Goods by the Supplier, its agents or distributors in relation to the Goods; and/or

(c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Goods; and/or

(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and/or

(e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.

14.5 The Supplier may give information about the Client to a credit reporting agency for the following purposes:

(a) to obtain a consumer credit report about the Client; and/or

(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

15. General

15.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

15.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.

15.3 The Supplier shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Supplier of these terms and conditions.

15.4 In the event of any breach of this contract by the Supplier the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Supplier exceed the Price of the Goods.

15.5 The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by the Supplier.

15.6 The Supplier may license or sub-contract all or any part of its rights and obligations without the Client's consent.

15.7 The Supplier reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Client of such change.

15.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

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