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COMMERCIAL CREDIT APPLICATION / REVIEW

PAGE 1 OF 7

New Application - For A New Commercial Credit Account

Review Application - For An Existing Commercial Credit Account

Date of Application: / / **Requested Credit Limit \$**

AGREEMENT DETAILS

"Dindas" and "We" and "the seller" means Dindas Australia Pty Ltd ABN 87 005 828 900 and its "related entity" as that term is defined in the Corporations Act 2001, of 58 Whiteside Road, Clayton in the State of Victoria, Australia (ABN 87 005 828 900).

"Customer" or "you" or "buyer" or "applicant" means the persons listed below -

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

The applicant hereby acknowledges that prior to executing this application / agreement they have had the opportunity to and/or has obtained independent advice from a legal practitioner. The applicant further acknowledges that: a) they understand Dindas Australi P/L standard trading terms applicable to the sale of goods and the provision of services by Dindas Australia P/L, b) they have had the opportunity to or have obtained legal advice regarding any query about Dindas Australia' P/L standard trading terms applicable to the sale of goods and the provision of services by Dindas Australia P/L, and c) they have not executed this application / agreement under any duress. The applicant further acknowledges that upon acceptance of this application by Dindas Australia P/L that Dindas Australia P/L will provide credit to the applicant upon Dindas Australia' P/L standard trading terms applicable to the sale of goods and the provision of services by Dindas Australia P/L.

BUYER'S TRADING NAME:

BUYER'S FULL or LEGAL NAME:

COMPANY / PARTNERSHIP / TRUST / SOLE TRADER ("YOU") (complete as applicable)

Please tick applicable box as to legal entity who is the principal customer.

Company Partnership Trust Sole Trader

NB if the customer is a partnership, then the names of all partners and their details must be completed, whether made up of company/ies and or individuals. Each partner or trustee who is not a company as well as sole traders must also complete all of the details below as "individuals".

Company Name	<input type="text"/>		
ACN of company	<input type="text"/>		
ABN of company	<input type="text"/>		
Registered office of company	<input type="text"/>		

or

Partnership Name	<input type="text"/>		
ABN of partnership	<input type="text"/>		
ARBN of partnership	<input type="text"/>		
Names of all partners	1.	2.	3.
	4.	5.	6.

or

Trust Name	<input type="text"/>		
ABN of Trust	<input type="text"/>		
Name/s of all trustee/s	<input type="text"/>		

or

Sole trader's full name	<input type="text"/>		
ABN of sole trader	<input type="text"/>		
ARBN of sole trader	<input type="text"/>		



Phone: Fax: Mobile:

Email: Web Address:

BILLING ADDRESS: Postcode:

PHYSICAL ADDRESS: Postcode:

ADDRESS WHERE GOODS WE SELL YOU ARE KEPT: Postcode:

Is the applicant a member of a buying group? Yes or No?

If so which one/s: Member No/s:

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Proprietary Company)

1. Full Name: Home Phone:

Home Address: Mobile:

Date of Birth: / / Drivers Licence No: Marital Status:

2. Full Name: Home Phone:

Home Address: Mobile:

Date of Birth: / / Drivers Licence No: Marital Status:

3. Full Name: Home Phone:

Home Address: Mobile:

Date of Birth: / / Drivers Licence No: Marital Status:

4. Full Name: Home Phone:

Home Address: Mobile:

Date of Birth: / / Drivers Licence No: Marital Status:

TRADE REFERENCES

Business Name 1: Phone No: Fax No:

Business Name 2: Phone No: Fax No:

Business Name 3: Phone No: Fax No:

Business Name 4: Phone No: Fax No:

Business Name 5: Phone No: Fax No:

APPLICANT'S DECLARATION

The Applicant requests Dindas Australia P/L to open an account upon Dindas Australia P/L Standard Trading Terms and acknowledges having read and understood such Trading Terms and agrees to be bound by the same. The Applicant and the signatory to this application further acknowledge that the information provided in this application is true and correct and has been relied upon by Dindas Australia P/L to determine whether to grant the Applicant credit and that the signatory has full authority to complete this application on behalf of the Applicant.

BUSINESS PURPOSE DECLARATION

The Applicant hereby acknowledges for the purposes of section 13 National Consumer Credit Code ("Code"), as having made this declaration before entering into the Agreement, and that the credit (if any) which is to be provided under the Agreement (if entered into) is to be applied wholly or predominantly for a purpose that is not a Code purpose.

Dated: / / Signature by Applicant / Signed on behalf of Applicant:

Print Full Name of person signing on behalf of Applicant Position of person signing on behalf of Applicant



Q1. Is the applicant / company solvent? (Able to pay its debts as and when they fall due) Yes or No?

Q2. Does the applicant factor (or the like) its debtors ledger? Yes or No?

Q3. Does the applicant debtor insure its debtors? Yes or No?
If you answered yes to this question, approx. what % of debtors are insured? %

Q4. Are the directors (If a Co.) or proprietors if a business actively involved in the business? Yes or No?
(If you answered no to this question, which directors or proprietors are not actively involved)?

1. 2. 3. 4.

Q5. Has the business ownership undergone any change in the last 3 years ? Yes or No?

If Yes, what changes?

Q6. Are the directors or proprietors involved in any other business? Yes or No?

If yes, give details

If yes, have any of those businesses been placed in receivership, liquidation, or administration?

If yes, give details

Q7. Have any of the applicants, directors, or proprietors previously been declared bankrupt or had their financial affairs administered under "Part X" of the bankruptcy act?

If yes, give details

Q8. When does the applicant lodge its BAS (Business activity statement)? Monthly or Quarterly?

Q9. At the time of lodging this application, are the following (if applicable) paid in full and up to date? (Tick if yes)

BAS Payment Payroll Tax Payment Workcover premium/s
FBT Payment Withholding / Group Tax Superannuation contribution/s

If the answer is No to any of these, give details

Q10. Is the purpose of this credit application one of, please tick – Change of ownership or Renewing a closed account

IMPORTANT CONTACT DETAILS, Must be completed -

ACCOUNTS PAYABLE CONTACT – Name: Ph: Fax:

Mobile: Email:

PURCHASING CONTACT – Name: Ph: Fax:

Mobile: Email:



PRIVACY & PROTECTION OF INFORMATION - PRIVACY ACT 1988

Dindas is committed to protecting the privacy and confidentiality of information it collects from you. Dindas is also bound by the Privacy Act 1988 (as amended) and therefore must comply with the Australian Privacy Principles which govern the collection, use, handling and disclosure of personal and sensitive information.

Dindas requires information from you, the guarantors and directors to properly assess your application for a commercial credit trading account and/or to assess the credit worthiness of any guarantor. If Dindas is unable to obtain all the relevant information it requires it may not be able to approve your application for a trading account. Accordingly, Dindas asks you, the guarantors and directors to provide your consent for Dindas to obtain information about you, the guarantors and directors and about each of your credit history and for Dindas to use and/or disclose such information for the purposes of assessing your application and, if approved, for monitoring your account. Dindas may, in the course of assessing your trading account application and/or monitoring your account if approved, obtain information about you, the guarantors and directors & disclose information about you, the guarantors and directors to a Credit Reporting Agency, credit providers whom may have provided credit to you, the guarantors and directors and other Suppliers whom may have supplied goods to you, the guarantors and directors on credit.

The information obtained by Dindas with each of your consent will be held by Dindas and each of you can obtain details of the information about each of you held by Dindas by contacting the Privacy Officer, Dindas Australia Pty Ltd. Under the Privacy Act 1988 (as amended), each of you have the right:

- (a) to have access to your personal information except in certain circumstances where denial of access to your information is allowed under the Privacy Act 1988 (as amended);
- (b) to have any amendment made to your information so that such information is complete, accurate and up-to-date;
- (c) where Dindas denies each of you access to your information, to receive a reason for any such denial.

CONSENTS

I / We acknowledge that I / We have:

- a) made an application for credit from Dindas in the form of a Trading Account and/ or
- b) been asked to provide a Guarantee in relation to an application for credit from Dindas in the form of a Trading Account.

I / We hereby consent to Dindas undertaking any of the following at any time:

- 1. **Commercial Credit Information:** seek & use commercial credit information about me/us to assess an application for a commercial credit trading account and monitor any such account.
- 2. **Consumer Information:** seek & use consumer credit information about me/us to assess an application for a commercial credit trading account and monitor any such account.
- 3. **Collection of Overdue Payments:** seek & use a credit report about me/us provided by a credit reporting agency to collect overdue payments from me/us.
- 4. **Exchange Information between Trade Suppliers:** Seek from & use or give to another Trade Supplier any information about my/our credit worthiness, credit standing, credit history and/or credit capacity.
- 5. **Exchange of Information with Advisers:** Seek from & use or give to any financial consultant, finance broker, accountant, lawyer or other adviser acting in connection with any application by me/us for a commercial credit trade account or the monitoring of the same.
- 6. **Provide Information to Credit Reporting Agencies:** Give to a Credit Reporting Agency personal or commercial information about me/us. The information may include (but is not limited to) identity particulars, the fact that I/we have made an application for a commercial credit trading account, the fact that Dindas is a current creditor to me/us, details of any payments which have become overdue by more than sixty (60) days, details of any payments which are overdue and for which action has been commenced, details of any payments made and/or which are no longer overdue, advice that cheques drawn by you have been dishonoured more than once.
- 7. **Provision of Information to Guarantors:** Provide information to any person who proposes to guarantee or who has guaranteed the payment of any amounts to Dindas.
- 8. **Disclosure of Personal Information:** Disclose personal information about me/us to any parent or affiliate company, associate, contractor or agent of Dindas involved in the day to day assessment and/or monitoring of the commercial credit trading account provided to me/us.

I/We authorise Dindas, their servants & agents to make enquiries and obtain references as they consider necessary or desirable in relation to my/our application. I/We understand and agree that Dindas may not be able to provide me/us with the commercial credit trading account if I/we do not supply/consent to Dindas obtaining personal information about me/us. This privacy consent applies to the applicant for commercial credit plus directors or officers or other persons signing the attached guarantee. Therefore this consent must be signed by or for the applicant as well as being signed by any person providing a guarantee.

	Signed	Print Name	Date
1.			
2.			
3.			
4.			



In consideration of Dindas (hereinafter referred to as **"the Seller"**) agreeing to supply the following Company / Partnership / Trust / Sole Trader **"the Customer"** _____ Hereinafter referred to as **"the Customer"**.

with goods on credit -

I/We _____ of _____
 (name of Guarantor)

& _____ of _____
 (name of Guarantor)

& _____ of _____
 (name of Guarantor)

& _____ of _____
 (name of Guarantor)

(hereinafter referred to as **"We"**, **"Us"**, or **"Our"**)

1. We unconditionally and irrevocably guarantee prompt payment of the guaranteed money and the performance by the buyer under the supply agreement. We enter into this document for valuable consideration that includes the Seller entering into the supply agreement with the buyer at our request and/or the Seller supplying or continuing to supply goods under the supply agreement. If any guaranteed money is owing by or recoverable from the buyer for any reason we indemnify the Seller against any loss. The amount of that loss will equal the amount the Seller would otherwise have been entitled to recover.
2. Neither this document nor our obligations under it will be affected by anything which but for this provision might operate to release, prejudicially affect or discharge us or in any way relieve us from any obligation whether with or without our consent or knowledge. This provision is a principal and independent obligation.
3. This document:-
 - a) Is a continuing guarantee and indemnity;
 - b) Will not be taken to be wholly or partially discharged by the payment of any money and the related obligations of the buyer at any time or by any settlement of account or other matter or thing; and
 - c) Remains in full force until the guaranteed money and the related obligations have been fully performed by the buyer and we have completely performed our obligations under this document.
4. This document covers the guaranteed money and related obligations of the buyer as varied from time to time including as a result of any amendment to, or waiver under the Seller's supply agreement and whether or not with our consent or notice to us. This does not limit any other provision. A judgment obtained against the Customer will be conclusive against us.
5. We give the Seller a security interest in all present and future property of ours including real property. We agree that the Seller may lodge a caveat against any real property of ours and agree to give the Seller a mortgage in respect of it in registrable form if required by the Seller. The security interest given by us is given as beneficial owner. If we are trustee of any trust, we acknowledge that the security interest given by us applies to the assets of the trust and our personal assets. We irrevocably appoint the Seller our attorney by way of security for the purposes of this clause and in respect of any enforcement powers. The security interest given by this clause is a continuing security interest and to the extent that the security interest in this clause covers personal property, we waive any rights to receive a verification certificate under the *Personal Property Securities Act*.
6. If the Seller is required by law to disgorge any payment received by the Seller under the supply agreement or this document under any statutory provisions then the Seller and us will be restored to the rights which each would have had if the payment had not been made. We indemnify the Seller against any resulting loss, cost or expense. This provision continues after this document is discharged.
7. Until the guaranteed money has been irrevocably paid and discharged in full we are not entitled to and shall not, except as directed by the Seller:-
 - a) Be subrogated to the Seller or claim the benefit of any security interest or guarantee held by the Seller or any third party at any time;
 - b) Either directly or indirectly prove in, claim or receive the benefit of, any distribution, dividend or payment arising out of or relating to the liquidation of the Customer without the Seller's consent; or
 - c) Have or claim any right of contribution or indemnity from the Customer or any security provider.
8. In this document, guaranteed money means all money which the buyer (whether alone or not) is or at any time may become actually or contingently liable to pay to or for the Seller's account (whether alone or not) for any reason whatever under or in connection with the supply agreement. It includes money by way of principal, interest, fees, costs, indemnity, charges, duties or expenses or payment of liquidated or liquidated damages under or in connection with the supply agreement, or as a result of a breach of or default under or in connection with the supply agreement and includes money that the Customer would have been liable to pay but for its liquidation, or some other reason.
9. We must make all payments without set-off, counter claim or other deduction (except any compulsory deduction for taxation).
10. Any certificate signed by the Seller, any director or any person authorised by the Seller as to the amount due and payable by the Customer or by us is sufficient evidence of our liability to the Seller under these documents as at the date of any such certificate unless proven wrong.
11. Our obligations under this document bind our successors and permitted substitutes or assigns. If there is more than us those obligations bind us jointly and severally. The document applies even if one of us who is intended to sign does not sign. The provisions of this document survive termination of the supply agreement.
12. Supply agreement means the Seller's terms of trade (as amended or replaced from time to time) under which the Seller supplies the buyer with goods and/or services from time to time. We agree to reimburse the Seller for its expenses in relation to the actual or contemplated enforcement of the supply agreement and this document including legal costs and expenses on a full indemnity basis.
13. We agree to reimburse the Seller for its expenses in relation to the actual or contemplated enforcement of the supply agreement and its documents including legal costs and expenses on a full indemnity basis.
14. This document is governed by the laws of Victoria. We submit to the non-exclusive jurisdiction of any Victorian court and waive any rights to claim that any courts there is an inconvenient forum.
15. We have had opportunity to obtain independent legal advice prior to signing this document.

DATED the _____ day of _____, 2_____.

<p>Signed by the Guarantor: } _____ In the presence of: } Guarantor's signature</p> <p>_____ Witness signature</p> <p>_____ Witness name</p>	<p>Signed by the Guarantor: } _____ In the presence of: } Guarantor's signature</p> <p>_____ Witness signature</p> <p>_____ Witness name</p>
<p>Signed by the Guarantor: } _____ In the presence of: } Guarantor's signature</p> <p>_____ Witness signature</p> <p>_____ Witness name</p>	<p>Signed by the Guarantor: } _____ In the presence of: } Guarantor's signature</p> <p>_____ Witness signature</p> <p>_____ Witness name</p>

DINDAS AUSTRALIA PTY LTD STANDARD TRADING TERMS

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These Standard Trading Terms shall govern the sale and delivery of goods and services by Dindas Australia Pty Ltd ("Dindas") to its Customers ("the Customer").

"Dindas" and "We" and "the seller" means Dindas Australia Pty Ltd ABN 87 005 828 900 and its "related entity" as that term is defined in the Corporations Act 2001, of 58 Whiteside Road, Clayton in the State of Victoria, Australia (ABN 87 005 828 900).

"Customer" or "you" means the buyer (or any person acting on behalf of and with the authority of the buyer) as described on any quotation, work authorisation, or other form as provided by "Dindas" to the customer.

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

Application of Terms and Account Procedures

1. These Standard Trading Terms shall apply to the exclusion of all other terms and conditions including but not limited to any terms and conditions of the Customer. Dindas will not be bound by any terms attaching to an Order and the Customer agrees that those terms are excluded.
2. No goods and services will be supplied by Dindas to the Customer on any other terms or conditions other than those set out in this document.
3. Dindas will only offer goods and services and credit terms once a completed official Dindas "Application for Commercial Credit Account" has been completed and subsequently approved by Dindas, and/or an established account had already been opened as of the 30th January 2012.
4. Any subsequent store locations must also be approved by Dindas before Dindas goods and services can be distributed to another Customer outlet.
5. The granting of credit terms for new or existing accounts is at Dindas' discretion and Dindas may withdraw or vary credit terms at any time.
6. Dindas reserves the right to refuse or cease supply to any Customer or prospective Customer upon which time the full account will become due and payable.
7. Dindas reserves the right to review and change Customer credit limits as Dindas sees fit.

Orders

8. All Orders are subject to acceptance by Dindas..
9. Dindas may require payment of an initial amount ("the Initial Amount") by the Customer upon an Order or Request being submitted to it by a Customer. In circumstances where payment of an Initial Amount is required by Dindas then acceptance of the Order or Request will not be made by Dindas until such time as the payment of the Initial Amount has been made by the Customer to Dindas.
10. There is a wide range of laminated veneer lumber (LVL) goods (and non LVL goods) with similar structural properties that, in the absence of a standard stress grade nomenclature, may be specified by brand name. It is a widespread industry practice to assume such specification allows for substitution with other structural LVL goods, (or non LVL goods in the case of a non LVL goods) with principal "stress grade related" characteristic values equal to or exceeding those published for the specified goods. Unless substitution is specifically excluded by the Customer in writing at the time of quotation and / or supply, Dindas may quote for and /or supply a substitute brand in accordance with the above described industry practice.

Cancellation of Orders

11. The following shall apply in relation to the cancellation of orders:
 - a) Orders placed with Dindas by the Customer shall not be cancelled without prior written approval of Dindas;
 - b) A request for cancellation will not be considered unless made in writing by the Customer to Dindas and received by Dindas not less than seven (7) days prior to the scheduled delivery date;
 - c) Special Make-Up Orders and Custom Product Orders may not be cancelled; and
 - d) In the event that Dindas accepts the cancellation of an order Dindas shall be entitled to charge reasonable fees for the cost of work and materials and/or any administration costs incurred by Dindas in preparing the order.

Payment Terms

12. Goods and services invoiced between the 1st and the last day of the month for goods and services supplied on credit will be charged as current month and are due for payment no later than the last day of the month following the invoice date or such date as is otherwise agreed in writing.
13. Customers must send Dindas a remittance advice identifying invoices being paid at the time of making payment.

Defaults

14. Should the Customer fail to pay an account by the due date:
 - a) Dindas may charge interest on any overdue invoice at the penalty rate fixed under the Penalty Interest Rates Act 1983 (VIC), calculated and payable daily, compounded from the due date until the invoice is paid in full;
 - b) Any discounts that apply (off-invoice discount, rebates and settlement discount) may be disallowed if payment is not received on or before the date required in accordance with these terms. Any disallowed discounts will be due and payable immediately;
 - c) Where any part of the trading account has not been paid within the time specified in this agreement and has fallen into arrears then the totality of the account whether or not in arrears shall become immediately due and payable;
 - d) The Customer's account may at Dindas' discretion be subject to suspension of supply of goods and services and services or permanent closure;
 - e) Dindas may take legal action to recoup debt which is likely to result in the closure of the account; and
 - f) The Customer shall also be liable to pay all costs and expenses to Dindas on demand (including without limitation all legal costs on a solicitor/own client basis) and all mercantile agents fees incurred by Dindas in recovering any amounts outstanding.
15. Where any person has a financial interest in two or more Dindas Accounts ("inter-related accounts") and any one of the inter-related accounts fails to observe these trading terms then all inter-related accounts may be subject to suspension of supply and account cancellation procedures and invoices rendered to all inter-related accounts shall become immediately due and payable.
16. An account may be subject to suspension or closure if the Customer breaches these Standard Trading Terms or where any other guidelines or policies issued from time to time are not observed.
17. Any account together with any inter-related account may be immediately and permanently closed if the Customer:
 - a) sells or offers to sell or purchases counterfeit Dindas goods and services;
 - b) engages in deceptive or illegal conduct that has an adverse effect on Dindas; or
 - c) on-sells or supplies Dindas goods and services to or purchases Dindas goods and services from non-approved outlets.
18. Should an account be closed, Dindas may immediately reclaim any advertising or point-of-sale material incorporating Dindas Trade Marks or other Dindas intellectual property that has previously been supplied and the Customer irrevocably grants permission for Dindas servants and agents to enter its premises to reclaim such material.

Freight and Administrative Charges

19. If a Dindas invoice specifies it is the responsibility of Dindas to deliver goods and services to the Customer or it is otherwise agreed that Dindas will deliver the goods and services to the Customer the following will apply.
 - a) Dindas will be entitled to deliver the goods and services by way of instalments;

- b) Dindas is entitled to payment of a delivery fee by the Customer;
 - c) delivery times advised to the Customer are estimates only and Dindas will not be liable for any loss, damage or delay suffered or incurred by the Customer or its clients arising from late or non-delivery of the goods and services; and
 - d) If the Customer does not accept delivery of the goods and services the Customer has no entitlement to be repaid the Initial Amount and Dindas in addition will be entitled to pursue the Customer pursuant to its rights under these Standard Trading Terms and at law.
20. Where Customer orders are below a minimum commercial value determined by Dindas then Dindas may also levy an administration fee for each delivery. The minimum commercial value and administration fee will be advised by Dindas and may be varied from time to time without prior notice being required.

Payment Before Delivery Sales

21. For Payment Before Delivery Sales, full payment in the form of cleared funds must be received and verified by Dindas prior to delivery of goods and services being made. Dindas shall at all times and at its sole discretion have the right to supply goods and services on a Payment Before Delivery basis and not offer credit irrespective of whether credit has been previously provided.

Prices

22. The Customer acknowledges and accepts that all prices quoted in the Dindas price list and catalogues are subject to change without notice. Dindas reserves the right to invoice goods and services supplied to the Customer at the revised prices without notice.

Customer Returns

23. The following rules apply in order for Customers returns claims to be accepted:
 - a) The return of goods will not be accepted without prior authorisation from Dindas or its authorized representative and for this to occur a Dindas Return Authorisation must be obtained before returning any product (including faulty product) by contacting the Customer Service Department in the state where these goods were purchased.
 - b) Returns of unpacked goods will not be accepted;
 - c) In the event that Dindas authorises a return of goods , no claim for the same shall be considered unless:
 - (i) The goods are returned in the original packaging and in good order and condition;
 - (ii) All price stickers, security devices or other non-Dindas labelling must be removed otherwise returns will not be accepted or a charge for removal will apply;
 - (iii) The goods are accompanied by documentation showing:
 - a. The Customer's name, address and account number/code;
 - b. The respective Dindas invoice number;
 - c. Reason for return; and
 - d. Dindas return Authorisation.
 - d) Unauthorised or unacceptable returns may be returned to the Customer at the Customer's expense;
 - e) Special Make-Up Orders and Custom Product Orders may not be returned;
 - f) Customers must return goods only by Dindas' nominated carriers, otherwise freight will not be paid by Dindas;
 - g) All returned goods shall be subject to an inspection by Dindas or an authorised agent of Dindas, before any claim will be considered;
 - h) Acceptance of the returned goods by Dindas shall not constitute any acceptance of any claim; and
 - i) Dindas reserves the right to raise credits at the lowest invoiced prices if original invoice details are not provided.
 - j) Should Dindas accept goods returned, the Customer must pay a return fee equal to a percentage of price invoiced of the returned goods. The percentage may vary from time to time in accordance with the Dindas document known as - Terms and Conditions Policies.

Other Claims

24. Short Delivery claims (where product is short delivered within the invoiced quantity) must be fully documented quoting the respective Dindas invoice number and forwarded to the Dindas Customer Service Department within seven (7) days from the date of delivery of goods and services to the Customer by Dindas. If this does not occur all short delivery claims are time barred.
25. Non Delivery claims (when a full or part consignment has not been delivered to the invoiced quantity) must be fully documented quoting the respective Dindas invoice number and forwarded to the Dindas Customer Service Department within seven (7) days from the date of invoice.
26. Incorrect pricing claims relating to either price, freight or administration charges, the Customer must advise Dindas of any such claims within seven (7) days of the invoice date in order for these claims to be considered.
27. All claims will be subject to investigation before a decision is made and any rejections by Dindas will be communicated to the Customer.

Limitation of Liability

28. Dindas is not responsible to the Customer or for any loss or damage to goods and services during transit caused by any event of any kind by any person (whether or not Dindas is legally responsible for the person who caused or contributed to that loss or damage). Dindas may provide the Customer with such assistance as may be necessary to press claims on carriers provided that the Customer: (i) has notified Dindas and the carriers in writing immediately after loss or damage is discovered on receipt of goods and services; and (ii) lodges a claim for compensation on the carrier within three (3) days of the date of receipt of the goods and services.
29. Except as provided in these terms, and to the extent permitted by law, all express and implied warranties as to the supply of goods and services are expressly excluded. Dindas is not liable to the Customer for any physical or financial injury, loss or damage or for direct, indirect or consequential loss or damage of any kind arising out of or in relation to the supply of the goods and services (by Dindas or arising out of any act or omission by Dindas, its employees, servants and agents. Dindas' liability is expressly limited to at Dindas' discretion to either the replacement of the goods and services or services or the cost of obtaining equivalent goods and services or services.

Retention of Title

30. The Customer agrees that all goods and services supplied by Dindas to the Customer shall remain the property of Dindas and property in all goods and services supplied shall not pass to the Customer until such time as Dindas has:
 - a) been paid in full for all goods and services supplied; and
 - b) received payment of all other sums that are owing by the Customer to Dindas; and
 - c) the moneys owing referred to in (a) and (b) above have been collected and cleared by Dindas.
31. Where Dindas has not been paid in full for any goods and services supplied to the Customer and/or in full for any other amounts which are due for payment by the Customer to Dindas, then
 - a) the Customer shall hold any such goods and services which it has been supplied by Dindas upon trust and as a fiduciary for Dindas and shall store and identify all such goods and services in a manner that clearly shows Dindas' ownership thereof;
 - b) the Customer must not sell any goods and services supplied without the prior written consent of Dindas or except in the ordinary course of the Customer's business;
 - c) the Customer shall have no right or claim to any right or interest in the goods and services to secure any liquidated or unliquidated debt or obligation that Dindas owes or may owe to the Customer;
 - d) the Customer may not claim any lien over the goods and services;

DINDAS AUSTRALIA PTY LTD STANDARD TRADING TERMS

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- e) the Customer agrees that it shall not create any absolute or defeasible interest in the goods and services in relation to any third party except as may be authorised by Dindas; and
- f) without prejudice to Dindas' rights as an unpaid Seller or any of its other rights or remedies to retake possession of Dindas goods and services from the Customer, the Customer hereby agrees to deliver up goods and services to Dindas upon demand by Dindas and otherwise agrees that Dindas may recover possession of the goods and services at any site owned, possessed or controlled by the Customer and the Customer agrees that Dindas has an irrevocable licence to do so.
32. Where: (a) title has not passed to the Customer in goods and services supplied by Dindas to the Customer; and (b) those goods and services are sold to a third party by the Customer, then the proceeds of such a sale by the Customer, to the extent that they are deemed to equal in dollar terms to the amount owing to the Customer to Dindas on any account at the time of receipt of such proceeds, shall be held upon trust by the Customer for Dindas in a separate account until such time as full payment is made of all amounts owing by the Customer to Dindas.
33. The Customer agrees to indemnify and hold harmless Dindas against all loss and damage incurred or sustained by Dindas as a result of or in relation to the exercise of Dindas' retention of title rights.
34. Clauses 30 to 33 above shall apply in respect of any goods and services supplied by Dindas to an inter-related account of a Customer where the inter-related account is in default (see clause 15).

Force Majeure

35. If for any reason beyond the control of Dindas including without limitation as a result of any strike, trade dispute, fire, tempest, theft or breakdown, orders cannot be filled at the time stipulated by the Customer, Dindas shall (at its sole discretion and without prejudice to the rights of Dindas to recover any sums owing to it in respect of deliveries made provided prior to the date of such determination) be entitled to either: (i) cancel any order for goods and services placed by the Customer with Dindas; or (ii) determine any contract between Dindas and the Customer that may have arisen by reason of the operation of these terms; or (iii) determine any trading account. The Customer shall have no claims for damages arising out of any such cancellation and/or determination whether or not the Customer receives notice of any such cancellation and/or determination.

Change of Ownership

36. The Customer shall give written notice to Dindas within seven (7) days of any change of ownership or control of the Customer. The Customer hereby agrees to indemnify and keep indemnified Dindas against any loss, damage, cost or expense incurred by Dindas as a result of the Customer's failure to notify Dindas of any such change of ownership and/or control. Dindas reserves the right to vary any Customer order, hold or discount entitlements upon any change of ownership or control of the Customer.

Lien

37. The Customer hereby irrevocably grants Dindas a general and specific lien and pledge over any and all goods and services belonging to the Customer which are in Dindas' possession from time to time to secure payment of any amounts due and payable under these terms.

Product Characteristics

38. The Customer acknowledges that Dindas timber product has (inter alia) the following characteristics:
- a) it is susceptible to exposure to the elements;
- b) it is a natural product and variations in colour, texture and inherent quality occur;
- c) it is susceptible to bending, warping, crushing, swelling, delamination, and fungal growth if not stored or used properly; and
- d) it is susceptible to damage and size variations which can be caused by humidity and/or moisture.

Treatment

39. Where goods are deposited by a Customer with Dindas for any reason, such as H2, H3 treatment, re sizing, sawing and the like, these goods are not insured for the event of loss, damage, fire, theft or for any other "insurable" incident.
40. Dindas is not responsible for the failure by the Customer to carry out marking instructions.
41. Risk in the goods and services supplied to Dindas by the Customer for treatment will at all times remain with the Customer.

Security agreement

42. The Customer agrees that this Agreement, including any order and invoice covering any goods ordered by the Customer, together constitute a security agreement for the purposes of the PPSA.

Security Interest

43. The Customer gives Dindas a security interest in:-
- a) all goods supplied by Dindas that are described in any invoice, delivery or shipping documentation of Dindas or order documentation that Dindas gives to the Customer;
- b) All present and future inventory and accounts as original collateral;
- c) All present and future property of the Customer's including real property. The Customer agrees that Dindas may lodge a caveat against any real property. The Customer agrees to give Dindas a mortgage in respect of any of real property in registrable form if required by Dindas; and
- d) The security interest given by the Customer is given as beneficial owner. If the Customer is trustee of any trust, the Customer acknowledges that the security interest given by the Customer applies to the assets of the trust and the Customer's personal assets. The Customer appoints Dindas as the Customer's attorney by way of security for the purposes of this clause and in respect of any enforcement powers.

Any security interest that arises under this clause is a continuing security interest. It applies to all real property, personal property and any proceeds. It is not extinguished or in any way diminished even if any goods or any part of them is processed or commingled with and becomes part of a product or a mass as part of a manufacturing, assembling or commingling process;

Any security interest arising secures the due and punctual payment of all moneys payable by the Customer under this Agreement. Any account arising by virtue of any sale of any goods supplied to the Customer takes effect as a transfer;

Dindas may register a financing statement, including any financing change statement, on the PPSR. The Customer will reimburse Dindas for any costs and expenses and other charges incurred by Dindas in registering them. The Customer irrevocably waives any rights to receive a copy of any verification statement; and

The Customer acknowledges that until the Customer has paid for all goods the Customer is not the owner of those goods and, as such, if chapter 4 of the PPSA applies to this Agreement, then the Customer contracts out of the enforcement provisions referred to in s 115(1), except sections 120 and 121.

Enforcement

- 44.1 If an Event of Default occurs or is continuing, Dindas may immediately enforce this Agreement. Without limitation this includes:-
- a) Retaking possession of any goods not paid for by the Customer;
- b) Suspending delivery of any goods on order and/or refusing to process any unfulfilled order;
- c) Enforcing any security interest;
- d) Requiring payment in cash on delivery;
- e) Requiring payment of any proceeds held by the Customer in a separate account or otherwise; and
- f) Appointing a receiver and manager of any of the Customer's real or personal property that is subject to a security interest. The Customer agrees that any such receiver and manager has the powers conferred by the *Corporations Act*.

The powers exercisable by Dindas are those given by this Agreement, including the PPSA, at law or in equity; In the event that the Customer has not been paid for the sale of Dindas' goods by any customer of the Customers, at Dindas' option, Dindas may in addition to the powers in s 120 of the PPSA, collect that account on giving the Customer's customer notice in writing to that effect. Dindas will be entitled to issue proceedings in the Customer's name against the Customer's customer for recovery of that account for Dindas' benefit. The Customer indemnifies Dindas in respect of any such action and proceedings. For the purposes of this clause, the Customer must keep proper records and accounts in respect of such unpaid sales, including the dates of sale, price, amount and identity of such customer and Dindas' goods.

Dindas may in its discretion despite s 14(6) of the PPSA apply any moneys received in respect of any pmsi obligations of the Customer's on a pro rata basis;

The Customer will pay Dindas' enforcement costs and those of any agent of Dindas including legal costs on an indemnity basis.

- 44.2 For the purposes of this Agreement, "Event of Default" means:

- a) The Customer fails to pay when due any moneys owing to Dindas under this Agreement;
- b) The Customer gives any third party a security interest in accounts as original collateral in respect of the proceeds of any collateral covered by a security interest under this Agreement;
- c) An Insolvency Event occurs or is continuing; or
- d) The Customer breaches any other provision of this Agreement and fails to cure it within five business days notice from Dindas to do so.

- 44.3 For the purposes of this Agreement, "Insolvency Event" means:

- a) An administrator is appointed to the Customer;
- b) An application or an order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, an application to a court or other steps are taken for the winding up, dissolution or administration of the Customer or for the Customer to enter into an arrangement, compromise or composition with or assignment for the benefit of the Customer's creditors or a class of them;
- c) The Customer ceases, suspends or threatens to cease or suspend the conduct of all or a material part of the Customer's business or dispose of or threaten to dispose of a material part of the Customer's assets;
- d) The Customer is, or under legislation is presumed or taken to be, insolvent or cease to carry on the Customer's business;
- e) A receiver, receiver and manager, administrator, liquidator, or similar office is appointed in respect of the customer.
- f) Any distress, attachment, execution or other legal process is levied, enforced or sued out on or against all or any material part of the Customer's assets and is not discharged or stayed within twenty business days;
- g) A security interest becomes enforceable or is enforced.

Negative pledge

45. The Customer agrees not to grant any security interest over any of the Customer's personal property except in the ordinary course of business;
- The Customer agrees not to grant a security interest in any account as original collateral under s 64 of the PPSA.

Confidential Information

46. You acknowledge that all pricing information and any other commercially sensitive or confidential information relating to this Agreement is strictly confidential (Confidential Information).

47. Except as stated in this Agreement below or where required by PPSA, the parties to this Agreement are under an obligation to not and must not permit any of their officers, employees, agents, contractors or related bodies corporate to disclose any Confidential Information to any person, other than their professional advisers or as required by law, without the prior written consent of the party to whom the Confidential Information relates. You agree that we may disclose any information concerning you to any interested person under s275(6) of the Personal Property Securities Act 2009 (Cth).

This clause, and clause 53 and 54:

- a) operates for the benefit of all parties; and
- b) continues despite the termination of this Agreement.

General

48. Transference of Agreement: Dindas may assign or transfer this Agreement and/ or any security under the PPSA to a related body corporate at any time by notice to you. You must not assign or transfer the benefit or obligations of this Agreement without the prior written consent of Dindas, which Dindas will not unreasonably withhold.

49. Severance: If any provision of this Agreement is found to be invalid or unenforceable then it is deemed to be severed and the remainder of this Agreement shall remain valid and in force.

50. Entire Agreement and No Merger: Unless otherwise agreed in writing, Dindas and the Customer acknowledge that these Standard Trading Terms constitute the entire agreement between them and that the only enforceable obligations and liabilities of Dindas and the Customer in relation to its subject matter. All representations, communications and prior agreements are superseded by these terms and conditions. Where previous terms and conditions have been entered into between the Customer and Dindas, the parties agree that this Agreement shall not act as a merger of their rights but that the terms contained under such previous Agreement shall be amended by the terms contained herein to the extent of any inconsistency.

51. Certificate: A Certificate signed by an authorized representative of Dindas will be prima facie evidence of the Customer's liability to Dindas as at the date of the Certificate.

52. Variation of Terms: Dindas reserves the right to vary all or any of these terms upon 30 days notice to the Customer. Clerical errors are subject to correction without notification.

53. Notices: You hereby agree:

- a) Any notice by one party to the other shall be sufficiently served if served personally or by electronic transmission or if posted by prepaid post to the party to be served at the registered office of such party or its last known place of business and shall be deemed to have been received within three (3) days of the date of posting if served by post and immediately upon transmission if served by electronic transmission, and

- b) That in addition to any other means permitted by law, any documents, notifications or court proceedings may be given or served upon you, your successors and permitted assignees in the same manner as any notice or document may be given under Part 8.5 of the Personal Property Securities Act (2009) ("PPSA") and shall be deemed so given or served.

54. Waiver: No waiver of these terms shall be valid and operate unless such waiver is in writing and signed by the authorized representative of Dindas.

55. Jurisdiction: These trading terms shall be governed by the laws in force in the State of Victoria and the parties agree that all claims and disputes shall be determined in the Court of competent jurisdiction nearest to Melbourne, Victoria.

56. Headings, underlines, and the use of bold typeface: are for convenience only and do not effect the interpretation of these terms.

57. Words: Importing the singular include the plural and / or visa versa.

58. The expressions account, collateral, financing statement, financing change statement, inventory, proceeds, purchase money security interest (PMSI), security agreement, security interest and verification statement have the meanings given by the Personal Property Securities Act 2009 (Cth).