

STRONGLOK
A DIVISION OF
LOCK & HARDWARE SUPPLIES PTY LTD

ABN: 26 099 085 659

Unit 5, 287 Victoria Road
Rydalmere NSW 2116
Tel: 02 9638 4400 Fax: 02 9638 4499

Application Date.....

Customer Code/Ref:.....

CREDIT APPLICATION

Company Name ("the applicant").....ACN:.....

Trading Name or Business Name (If applicable).....ABN:.....

Business Phone No:.....Fax No:.....

Business Address:.....

Postal Address:.....

Are you a: Sole Trader Partnership Company Trust Company

Are Premises: Owned Leased Rented For How Long.....How Long Have You Operated This Business.....

Names of Owners (in case of a Sole Trader/Partnership) or Name of Directors (in case of a Company)

Full Name:.....Date of Birth:.....Home Phone No:.....

Home Address:.....

Full Name:.....Date of Birth:.....Home Phone No:.....

Home Address:.....

Credit References:

1. NamePhone No:.....

Address:.....Fax No:.....

2. Name:.....Phone No:.....

Address:.....Fax No:.....

3. Name:.....Phone No:.....

Address:.....Fax No:.....

Credit Limit Required:\$.....

Bank:.....Branch:.....Account No:.....

(1) The applicant hereby applies to Lock & Hardware Supplies Pty Ltd, referred to as ("Stronglok") for a credit account.

(2) You by signing warrant that you are duly authorised to make the application and the information provided are all true and accurate.

(3) Should this application be accepted by Stronglok the applicant agrees that the credit account shall be subject to the terms of this application and the usual terms and conditions of trade a copy of which is contained herein and which the applicant has read and understands.

(4) Stronglok hereby advises that, pursuant to s. 18E (8) of the Privacy Act 1988, information disclosed in this credit application may be disclosed to a credit reporting agency. Under Section 18E (8) (c) of the Privacy Act 1988 is allowed to give a credit reporting agency personal information about your credit application. Information which may be given to any agency is covered by Section 18E (1) of the Act and includes; identity particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E (3)); the fact that you have applied for credit and the amount, the fact that Stronglok is a credit provider to you, payments that become overdue by more than sixty (60) days and for which collection action has commenced; advice that payments are no longer overdue; cheques drawn by you which have been dishonoured more than once; in specific circumstances, that in the opinion of Stronglok you have committed a serious credit infringement; that credit provided to you by Stronglok has been paid or otherwise discharged. Pursuant to ss. 18K (1) and 18N (1) of the Privacy Act 1988 and paragraph 2.13 of the Credit Reporting Code of Conduct issued under s. 18A of that Act, you hereby agree to Stronglok obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to credit worthiness); and agree to that agency or provider providing that information to Stronglok for that purpose. You further agree to the obtaining from, and provision by, such agency or provider further credit reports which may assist Stronglok in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead.

DATED this.....day of 200.....

SIGNATURE OF AUTHORISED OFFICER OF APPLICANT:.....

PRINT NAME OF AUTHORISED OFFICER:.....

TERMS AND CONDITIONS OF SALE

INTERPRETATION

1. The following rules of interpretation apply to this Contract:
 - (a) Headings are for convenience only and do not affect interpretation;
 - (b) The singular includes the plural and conversely;
 - (c) The gender includes all genders;
 - (d) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (e) The use of small case, capitals or different fonts do not affect the meaning of words or any defined terms;
 - (f) A reference to a person includes any body corporate, unincorporated body or other entity and conversely;
 - (g) Any covenant, obligation or agreement on the part of two or more parties or two or more in a party shall bind them jointly and each of them severally and any covenant, obligation or agreement to the benefit of two or more parties shall be enjoyed by them jointly and each of them severally.
 - (h) A reference to a clause, section, paragraph or provision is a reference to a clause, section, paragraph or provision in these Sales Terms;
 - (i) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
 - (j) A reference to "dollars" or to "\$" is to Australian currency unless expressly provided otherwise;
 - (k) Any ambiguity in any document relating to the sale of goods from Stronglock to the Purchaser must not be construed against Stronglock because the document or any document were prepared by Stronglock and to the extent possible the terms between Stronglock and the Purchaser must always be construed beneficially to Stronglock.
 - (l) A reference to conduct includes, without limitation, any omission, statement or undertaking, whether or not in writing.
 - (m) A reference to time means the time in the State of New South Wales and a reference to working days means normal business days in the State of New South Wales excluding any bank holiday, week ends and gazetted public holidays in the State of New South Wales only.
 - (n) Where the time for performance of anything falls on a public holiday or weekend, then the first business day immediately following the public holiday or weekend as the case may be.

DEFINITION

2. The following words or phrases shall have the meaning as defined:
 - (a) "Stronglock" means Lock & Hardware Supplies Pty Ltd A.C.N. 099 085 659; A.B.N. 26 099 085 659 and its successors and assigns.
 - (b) "Goods" means the goods the subject of the sale from Stronglock to the Purchaser.
 - (c) "GST" means the goods and services tax payable from 1st July 2000 referable to the Commonwealth legislation "A New Tax System (Goods & Services Tax) Act" and related legislation.
 - (d) "Price" means the price of sale or supply by Stronglock of the goods from time to time, plus GST.
 - (e) "Purchase" means and include ordering, purchasing or acquiring for or on behalf of a third party.
 - (f) "Purchaser" means the party ordering, purchasing or acquiring the goods from Stronglock.
 - (g) "Sales Terms" means these terms and conditions in governing the sale or supply of goods from Stronglock to the Purchaser at any time or from time to time and are deemed to be incorporated into each sale or supply to the Purchaser even where not expressly stated.
 - (h) "You" means the person ordering the goods and or signing for or on behalf of the Purchaser in relation to the goods and also as the guarantor and indemnifier for the Purchaser in favour of Stronglock.

WARRANTY OF STRONGLOCK

3. Stronglock warrants that Stronglock:

- (a) has the right to sell the goods to the Purchaser;
- (b) the goods are free of any charge or encumbrance;
- (c) subject to the payment for the goods, the Purchaser shall have and enjoy quiet possession of the goods.

WARRANTY OF PURCHASER AND YOU

- 4. You warrant by your ordering and or signing for or on behalf of the Purchaser that you have the due authority and permission of the Purchaser to purchase the goods from Stronglock.
- 5. You and the Purchaser warrant that you and the Purchaser have relied solely on your own independent investigation, enquiry, and judgment including as to the suitability and fitness of the goods to or for the Purchaser's intended use or purpose in the order or purchase or acquisition of the goods from Stronglock and you and the Purchaser have not relied:
 - (a) on any conduct or advertising material whatsoever and howsoever of from associated with or referable to Stronglock including any of its officers or members or employees, relating to or referable to the goods, in ordering or purchase or acquisition of the goods from Stronglock; and
 - (b) on sale by description or sale by sample terms whatsoever.
- 6. You and the Purchaser warrant further that the Purchaser is not purchasing from Stronglock as a consumer and the Purchaser orders and purchases the goods from Stronglock for resale by way of business.
- 7. And in consideration of Stronglock accepting your order and or your signing on behalf of the Purchaser, you warrant further that the Purchaser can and will duly pay for the goods supplied by Stronglock.
- 8. From time to time, at the request of the Purchaser Stronglock may provide information including information on stock availability or estimate of delivery time and pricing.
- 9. You and the Purchaser acknowledge that:
 - (a) quotations are exclusive of GST and transportation costs, unless expressly documented otherwise;
 - (b) quotations including to delivery lead time are indicative only and depend, amongst other things, on the availability of stock in its warehouse, supply and delivery from Stronglock's supplier, price increases by its supplier and foreign exchange fluctuations;
 - (c) only written quotations subject to its terms, including the absolute prerogative of Stronglock to change the sale or supply price where orders are not confirmed within the period specified in the written quotation from Stronglock, may be relied upon;
 - (d) the only relationship between Stronglock and the Purchaser is in contract;
 - (e) these Sales Terms are included into each and every contract of or for supply of goods from Stronglock;
 - (f) the maximum liability and extent of liability of Stronglock to the Purchaser is limited to the value of the goods sold or agreed to be sold to the Purchaser and no more; and
 - (g) to the extent of any inconsistency between any provision in these Sales Terms with any other document forming part of the contract between Stronglock and the Purchaser, the relevant term or provision in these Sales Terms shall always be relied upon.

TITLE AND RISK

- 10. GST on the goods, and transportation and GST on or for the goods are not included in the sale price.
- 11. Stronglock retains title to, but not the risk, in the goods supplied to the Purchaser, and the title to the goods only passes to the Purchaser on full payment of the price.
- 12. The Purchaser is not agent of Stronglock and the goods of Stronglock are not sold on consignment terms.
- 13. The risk in the goods passes immediately to the Purchaser as and from the moment of commencement of loading at the warehouse or other place of storage by Stronglock or at the point of loading onto transport at the warehouse or other place of storage of Stronglock for transportation or forwarding or sending or for

delivery to the Purchaser or delivery at the direction of the Purchaser.

14. The Purchaser always has the obligation to insure the goods from the moment as and from the risk passing, and Stronglock may, where requested by the Purchaser, assist the Purchaser to effect insurance as agent and at the cost of the Purchaser to be added to the tax invoice and the Purchaser releases and indemnifies Stronglock against all and any claim in relation to or referable to whether or not Stronglock assists with the insurance or at all or in relation to or referable to the insurance not effected or not arranged for the goods.
15. You and the Purchaser absolve and hold Stronglock and its servants and employees free from any claim or liability from any delay in delivery due or contributed to by or from any delays arising from strikes, lockouts, trade disputes, shipping delays, or for any other reason or factor beyond the control of Stronglock.
16. The estimated delivery time is never an essential or fundamental term and you and the Purchaser acknowledge release and indemnify Stronglock from and against any claim relating to the delivery time frame or actual delivery of the goods.
17. Stronglock may deliver or cause the goods to be delivered in parts or in different shipments or transportations or deliveries and the Purchaser shall not be entitled to and must not refuse acceptance where the goods ordered are not delivered in one delivery.

INSPECTION OF THE GOODS

18. The Purchaser must inspect the goods delivered promptly and where there is allegation of any defect or that the goods are not in conformity with the contract, the Purchaser must notify Stronglock in writing within five (5) working days of the receipt of the goods, time of the essence.
19. The Purchaser shall not be entitled to and must not refuse to accept the goods or to seek to return the goods where any defective goods constitute less than five percent of the total goods.
20. You and the Purchaser agree that the five working days provided for is reasonable and adequate in all circumstances and in the absence of any communication in writing to Stronglock within the said five working days period, the Purchaser is deemed to have accepted the goods delivered in conformity with the contract and without any defects.

PAYMENT AND GUARANTEE OF PAYMENT

21. The standard credit terms is 30 calendar date from the date of the tax invoice, unless Stronglock agrees otherwise in writing. That is, if the date of the tax invoice is 1 January, then the Purchaser will pay on or before 31st January.
22. The Purchase undertakes and must make full payments in accordance with the credit term. The Purchaser acknowledges that Stronglock has the right to refuse to make delivery of any accepted order or to refuse to accept further orders from the Purchaser or deliver further any goods to or at the direction of the Purchaser without any liability whatsoever until full payments are made in cleared funds for any outstanding payments or payment arrangement satisfactory to Stronglock is made and accepted by Stronglock.
23. In consideration of Stronglock granting credit term, the Purchaser agrees and must pay to Stronglock interest at the rate of twelve per cent per annum simple interest rate on any amounts outstanding or not paid in accordance with the payment terms from the date of the respective tax invoice and the Purchaser acknowledges that the interest payment is a genuine pre-estimate of the liquidated loss from the late payment.
24. You the directors or members of the Purchaser, by signing as Guarantors at the end of these Sales, acknowledge benefit flowing to each of you from Stronglock granting credit term to the Purchaser, and you guarantee in favour of Stronglock fully the payment obligations of the Purchaser and you (jointly and severally where more than one) indemnify and keep Stronglock indemnified against all loss, damage, fee, expense including legal cost or indemnity basis from any breach of the contract by the Purchaser and furthermore you acknowledge that your guarantee and indemnity is a continuing guarantee and indemnity and which will not in any way be released, lessened, made invalid, compromised by any indulgence from Stronglock to the Purchaser or any change of any terms in the contract and furthermore your guarantee and

indemnity will be a separate and independent obligation and deemed a separate and independent obligation and only ever released until full payment of the moneys payable under or pursuant to the Contract.

25. You the guarantor and indemnifier may at any time notify Stronglock in writing that you do not wish to act further as guarantor or indemnifier in favour of Stronglock, and you acknowledge that such notification does not release you from any obligations relating to goods sold or promised by Stronglock to be sold or delivered or to be delivered to the Purchaser.
26. The Purchaser acknowledges that where any guarantor gives notice of ceasing to act as guarantor and or indemnifier, unless the Purchaser make other security arrangements satisfactory to Stronglock within five working days, Stronglock has the absolute right to declare conclusively in writing that the contract has been breached in an essential respect and repudiated by the Purchaser, and Stronglock is released from any further obligation in relation to the repudiated contract without any prejudice to Stronglock's right against the Purchaser and the guarantor and indemnifier for the Purchaser's repudiation of the contract.
27. Normally, Stronglock does not accept returns of all or any of goods supplied to the Purchaser. Notwithstanding, Stronglock may (but not obligated to) at its own absolute discretion decide to accept return of goods from the Purchaser. The Purchaser must first notify Stronglock in writing within 30 days from the date of Tax Invoice to obtain approval for return of goods. The Purchaser must also provide a list indicating which goods belongs to which Tax Invoice.
28. Any good returned must be in original condition accompanied by the original invoices for the delivered goods. Stronglock will charge 15% of the total Tax Invoice value for the cost of handling the return.
29. Stronglock assumes no responsibility for any loss or damages upon goods in transit.

NO WAIVER AND LIABILITY

30. Any failure or delay in taking of any action that Stronglock is entitled to take under or pursuant to the contract does not and cannot in any way prejudice or prevent Stronglock from taking any action that Stronglock is entitled or able to do so and the failure or delay cannot be construed or relied upon in any way as having varied any term or condition in the contract, and any waiver must be expressed in writing and signed by Stronglock.
31. To the extent permitted in law, the maximum liability and extent of liability of Stronglock to the Purchaser is limited to the value of the goods sold or agreed to be sold to the Purchaser and no more.

JURISDICTION

32. The Parties submit to the exclusive jurisdiction of the laws of the State of New South Wales and the Courts sitting in the State of New South Wales at its Sydney Registry to any disputes referable to the contract which the parties cannot resolve between themselves.
33. You and any guarantor and indemnifier and the Purchaser agree that notwithstanding the goods may be sold or delivered to you in another State or Territory in the Commonwealth of Australia or any of you have any right under any applicable law to commence or apply for any hearing to be transferred to any particular State or Territory you covenant not to do so and the provisions on jurisdiction shall and will act as a complete and effective bar for all intent and purposes to prevent or stop you, or any guarantor or indemnifier and or the Purchaser to make any application to have any proceedings commenced tried or heard other than in an appropriate court in the State of New South Wales sitting in its Sydney Registry.

SIGNING BY THE PARTIES

PURCHASER [GUARANTOR REQUIRED FOR CORPORATE OR TRUSTEE PURCHASERS]

Print Name of Purchaser	
Australian Business Number [ABN]	
Print Address of Purchaser	
Print Name of Two Directors unless sole director/secretary	
Signature of the Directors signing in accordance with s127(4) of the Corporations Act 2001	
Signature of the Directors signing as Guarantors	

SIGNING BY STRONGLOCK

Print Name of Supplier	Lock & Hardware Supplies Pty Ltd
Australian Business Number [ABN]	26 099 085 659
Print Address of Supplier	Unit 5, 287 Victoria Road, Rydalmere NSW 2116
Director signing for Supplier	Thomas Hung
Signature of the Director signing for Supplier in accordance with s127(4) of the Corporations Act 2001	