□ Shamir OHS Pty Ltd

ABN: 67 605 388 029 PO Box 3346, Tingalpa QLD 4173 Email: accounts2@shamirohs.com.au Web: www.shamirohs.com.au Phone: 1300 663 209 • (07) 3213 7050



# CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

<b>Customer's Details:</b> Individual Sole Trac	der 🗆 Trust 🗆 Pa	irtnership 🛛 Compa	ny D Other:	
Full or Legal Name:				
Trading Name (if different from above):				
Physical Address:			State:	Postcode:
Billing Address:			State:	Postcode:
Email Address (for invoices):				
Email Address (for notifications, services and promo	tions):			
Phone No: Fax No:			Mobile No:	
Personal Details: (please complete if you are an Indiv	vidual)			
D.O.B.	D.B. Driver's Licence No:			
Business Details: (please complete if you are a Sole	Trader, Trust, Partnersh	ip, Company or Other –	as specified)	
NZBN: AC	ACN:		Date Established (current owners):	
Nature of Business:				
Paid Up Capital: \$	Estimated Monthly Purchases: \$		Credit Limit Required: \$	
Principal Place of Business is:   Rented  Owned	□ Mortgaged (to whor	<i>n</i> ):		
Directors / Owners / Trustee (if more than two, please	attach a separate sheet	;)		
(1) Full Name:			D.O.B.	
Private Address:			State:	Postcode:
Driver's Licence No:	Phone No:		Mobile No:	
(2) Full Name:			D.O.B.	
Private Address:			State:	Postcode:
Driver's Licence No:	Phone No:		Mobile No:	
Account Terms 🗆 30 Days 🗆 COD 🗖	I Other:			
Accounts Payable Name:		Accounts Payable Phone No:		
Accounts Payable Email:		Accounts Payable Fax No:		
Bank and Branch:		Account No:		
Please email your re	mittance to accounts	@shamirlens.com.au	or Fax (07) 3213 7031	
Trade References: (please provide companies that an	re willing to do trade refe	erences)		
Name:	Addre	SS:	Phone / Fax / Email:	
1.				
2.				
3.	-			
Where the Customer is an incorporated com	pany, a Personal/Dire	ector's Guarantee and	Indemnity must be sign	ned and completed before

credit will be extended by the Seller.
 If you require assistance in completing this form, please contact the Seller's credit department on 1300 553 465 for assistance.

To avoid any delays in the processing of this application, please ensure that all relevant information is completed and this application form is signed by an authorised representative of the Customer and that the original of this application is sent via post to the Seller.

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Shamir OHS Pty Ltd (ABN: 67 605 388 029) and/or Shamir Australia Pty Ltd (ABN: 67 006 180 776)\* which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. *I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.* 

(\*The Seller shall indicate the trading entity that the Customer is contracting with by ticking one or more of the tick boxes above)

SIGNED (CUSTOMER):	SIGNED (SELLER	l):			
Name:	Name:				
Position:	Position:				
WITNESS TO CUSTOMER'S SIGNATURE:					
Signed:	Name:			Date:	
	OFFICE USE ONLY				
	Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE

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Definitions Contract means the terms and conditions contained herein, together with any Quotation, order, invoice or other document of 6.7 antendments expressed to be supplemental to this Contract. 2020 or Statem means and the supplemental to this Contract. 2021 or Statem means and the supplemental to this Contract. 2021 or Statem means and the supplemental to this Contract. 2021 or Statem means and the supplemental to this Contract. 2021 or Statem means and the supplemental to the supplemental 2021 or Statem of Statem of Statem of Statem of Statem of Statem 2021 of Statem of Statem of Statem of Statem of Statem of Statem 2021 of Statem of Statem of Statem of Statem of Statem of Statem 2021 of Statem of Statem of Statem of Statem of Statem of Statem 2021 of Statem 2021 of Statem of

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other documentation, and: if there is more than one Customer, is a reference to each Customer 6.9 jointly and severally; and if the Customer is a partnership, it shall bind each partner jointly and (b)

severally; and if the Customer is a part of a Trust, shall be bound in their capacity 6.10 as a trustee; and (c) as a trustee, and includes the Customer's executors, administrators, successors and (d)

d assigns. "means all Goods or Services supplied by the Seller to the rat the Customer's request from time to time (where the so permits, the terms 'Goods' or 'Services' shall be Goods 1.4

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<sup>12</sup>Gonda<sup>21</sup>, maxies all Goods or Services supplied by the Seller to the Customer at the Customer are the Customer and the time (where the context, so permits, the terms 'Goods' or Services' shall be interchangaeble for the other). The demnify means the Customer and the respect of all class. 7.11 'Confidential Information' means information on a confidential formative whether oral, written or near the context, single and the respect of all class. 7.11 'Confidential Information' means information of a confidential information' means information of a confidential property or gerational information, from elatis, contract, either party's intellectual property or contract, merris loss the seller is the context information contract events in and other context information' such as ison and other context information (where applicable), previous credit applications, credit history and pricing details. They are designed to hold a modest amount of data (including Personal Information from the views) to details. They are designed to hold a modest amount of data (including Personal Information from the views) term the there they are designed to hold a modest amount of data (including Personal Information from the views). They are designed to hold a modest amount of data (including Personal Information) is on the server of the client's computer. They are designed to hold a modest amount of data (including Personal Information) is on the server of the entry services are then the server of the client's computer. They are designed to hold a modest amount of data (including Personal Information) is on the server of the and the customer of the totage as a greed between the Seller and the customer in 7.6 actionace with clause below. The and the customer in 7.6 actionace with clause below is an end the customer in 7.6 actionace with clause below. The and the customer in 7.6 actionace with clause between the Sel 16

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**2**. 2.1 septance Customer is taken to have exclusively accepted and is rediately bound, jointly and severally, by these terms and ditions if the Customer places an order for or accepts Delivery of Conder

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conditions if the Customer paces an oruer for a body sector, ..., the Goods. In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail. Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both 8.2 nortice. 2.3

2.4 (a)

(b)

Any amendment to the terms and coholicions contained in this Contained the second of in writing by the consent of both 5.2 Contained the supply of Goods on crédit shall not take effect until the Customer has completed a credit application with the Seller and it has been approved with a credit limit stabilished for the account, and completed a credit application with the Seller and it has been approved with a credit limit stabilished for the account, and contained the credit limit stabilished for the account, and contained the credit limit stabilished for the schemer the customers credit limit and/or the account exceeds the payment 8.3 terms, the Seller reserves the neglitor teruscue beivery, and the supply of Goods for accepted orders may be subject to and agreement of both parties. The Seller and the Buyer agree to such changes. The Seller shall not be lable to the Buyer for any loss or damage the Buyer suffers due to the Seller continuation (a) and agreement of both parties. The Seller and the Buyer agree to such changes. The Seller shall not be table to the Buyer for any loss or damage the Buyer suffers due to the Seller exercising its (b) fortung the period of the contract. the Customer shall observe, 9. comply and Indemnify the Seller to loss, damage death or injury 9.1 and requirements of the comprised and the coods are used in relation to a function the period of the coods are used in relation to the learning from any failure so to observe and comple with all Ads, Ordinances, Regulations, By Laws and Proclamations and the (a) and requirements of the comer of any property in, on or about or by (b) way dale to third parties have complied with Secton 14 of the Electronic signatures shall be compled with Secton 14 of the Electronic signatures shall be complied with Secton 14 of the Electronic signatures for the Adx or any Regulations are dired to in m the Adx provisions of the Adx or any Regulations are dired to in an the aver that the goods provided by the Seller are subject to an , (c)

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(a) In the event that the Goods provided by the Seller are subject to an insurance claim that the Customer has made, then the Customer (b) 2.7

In the event that the Goods provided by the Seller are subject to an (a) insurance damin that the Customer has made, then the Customer (b) agrees to honour their obligation for payment for such transactions invoiced by the Seller and shall ensure payment is made by the due date irrespective of whether the insurance claim is successful or not. and further, will honour payment of any portion of the invoice that (c) may be declined by the insurance company. Authorisent Regulation that the seller as the seller as the should the Customer introduce any third party to the Seller as the should the Customer introduce any third party to the Seller as the should the Customer introduce any third party to the Seller as the customer's duly authorised erpresentative, that donce introduced that gerson shall have the full authority of the Customer and/or to request any variation to the Services on the Customer's behalf (such authority to continue unit) all requested Services have been completed or the period or services on the Customer's behalf (such authority to continue unit) all requested Services have beneficial experimentative, the no longer the Customer's duly authorised representative, as per clause 3.1 is to have only limited authority to act on the customer's behalf then the Customer's duly authorised representative, as per clause 3.1 is to have only limited authority to advise the Seller in writing of the parameters of the limited authority (a) the solely liable to the Seller for all additional costs incurred by the Seller (including the Seller for all additional costs incurred by the Goods, or variation's requested by the Customer's budy authorised presentative, subject always to the limitations imposed unit 10. Frore and Omissions. 3. 3.1

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representative (subject always to the limitations imposed under daues 3.2 (if any)). 10. Errors and Omissions 10. The Customer acknowledges and accepts that the Seller stall, without prejudice, accept to liability in respect of any alleged of resulting from an inadvertent instake made by the Seller in the tormation and/or administration of this Contract; and/or contained informatief form any iterature (hard corp) and/or electronic) supplied by the Seller in respect of the Selvences. In the event such an eror and/or omission occurs in accordance in the event such an eror and/or omission occurs in accordance in the event such an eror and/or omission occurs in accordance in the event such an eror and/or omission occurs in accordance in the event service of the Selvences. In the customer shall one the Selvence in the selvent of the prior written notice of any proposed change of ownership of the prior written notice of any proposed change of ownership of the address, contact phone or fax number's, change of trustees, or business practice). The Customer shall able for any loss incurred by the Selvence are a result of the Customer's name, address, contact phone or fax number's, change of trustees, or business practice). The Customer shall be lable for any loss incurred by the Selvence are a result of the Customer's name, address, contact phone or fax number's, change of trustees, or business practice). The Customer shall be table for any loss incurred by the Selvence are a result of the Customer's name, address, contact phone or fax number's, change of the fable for any loss incurred by the Selvence are a result of the Customer's name, address, contact phone or fax number's, change of trustees, or business practice). The Customer shall be afbe for any loss incurred by the Selvence are result of the Customer's failure to comply with this concervence are and the customer's failure to comply with the concervence and the customer's failure to comply with the Customer's failure to comply with 5. 5.1 (b)

#### with this clause. Price and Payment At the Seller's sole discretion, the Price shall be either: as indicated on any invoice provided by the Seller to the Customer; 6.1 (a)

(b) e Seller's quoted price (subject to clause 6.2) which will be valid for (c) period stated in the quotation or otherwise for a period of thirty

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which may be: before Delivery of the Goods; thirty (30) days following the date specified on any invoice or other form as being the date for payment; or the date specified on any invoice or other form as being the date for gamment; or ince to the centernut the date which is seven (7) date (a) (b)

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(d)

the date spectree on any mouse or used served in the seven (7) days failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Seller. If any part of an invoice is in dispute them the Customer shall notify the Seller in writing within three (3) business days once in receipt of the invoice, then the Customer may only withhold payment for that 11.2 6.6

part of the invoice that is in dispute and shall pay the balance of the 11.3 motice when due. Beament, may be banking, credit card (a surfariage may apply per transaction), or by any other method as agreed to between the Customer and the Saller.

Terms & Conditions of Trade

electronicon-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and the Seller. The Seller may in its discretion allocate any payment received from the Customer towards any invoice that the Seller determines and 12.1 may do so at the time of received or at any time afterwards. On any default by the Customer the Seller may re-allocate any payment allocation by the Seller, payment will be deemed to be allocated in such manner as preserves the maximum value of the Seller's Purchase Money Security Interest (as defined in the PPSA) in the Goods.

vds. Customer shall not be entitled to set off against, or deduct from Price, any sums owed or claimed to be owed to the Customer by Seller nor to withhold payment of any invoice because part of

The Customer shall not be entitled to set of against, or deduct from the Proce, any sums oved or datined to be oved to the customer by the Proce, the Customer and the Seler over the Safet of the Proce, the Customer must pay to the Safet an amount equal to any GST the Safet must pay for the Safet over the

incurred. Where Goods ordered are safety certified frames, the Seller will not (d) be responsible for any delay in delivery of for any non-delivery of the Goods, unless due to the fault of the Seller. In the event of delays or 12.10 non-delivery of the Goods, the Seller reserves the nght to charge the Dier yr re-delivery of such Goods.

Risk of damage to or loss of the Goods passes to the Customer (b) Risk of damage to or loss of the Goods passes to the Customer (b) Risk distance of the Goods lave the Seler's premises insepactive of whose transport is used for delivery. In the case of Selety Certified (c) Frames, the risk of damage or loss passes to the Customer on the date and time the Selety Frames are ordered as such it is the Custome's responsibility to insure the Goods for any period that the (d) Goods age in transit.

Cuisforme's responsibility to insure the Goods for any period unau ter (u), goods are in transit. If any of the Goods are damaged or destroyed following or during (e) Belivery but prior to ownership passing to the Cuisformer, the Seller is Destroyed to the seller is a self to the Seller is sufficient evidence of the Seller is sufficient evidence of the Seller is night to reversive the insurance proceeds without the need for any person dealing with the Seller to "we further enumines." (f)

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 the following are processed or performed by the Selier at the 12.12

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 The Customer Constraint's own lenses.
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 the Selier will not accopt responsibility for matching single lens tints
 when lenses are being Glader or Glader Plus Multi-Coated.
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the Selier will rot accept responsibility for matching single lens tints when lenses are being Glacier or Glacier Plus Multi-Coated. The Selier and the Customer agree that ownership of the Goods 13.1 shall not pass until: the Customer has paid the Selier all amounts owing to the Selier; and Customer has paid all of its other colligations to the Selier; Provide the Selier of any roth of the Hand Selier. Receipt by the Selier of any roth of the Hand Selier. It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 9.1: the Customer rotids the benefit of the Goods passes to the Customer in Secordance with clause 9.1: the Customer rotids the benefit of the Goods and must return the (c) Goods to the Selier on request. the Customer rotids the benefit of the Costomer is insurance of the (d) Goods on the Selier on request. The Customer must not sell disconce or otherwise part with 14.

of any insurance in the event of the Goods being lost, camaged of 13.2 destroyed. the Customer must not sell dispose, or otherwise part with 14. possession of the Goods other than in the ordinary course of 14.1 businessith and the Goods other than the Customer must hold the proceeds of any such ad or hunts for the Selfer and must pay or deliver the proceeds to the Selfer on demand. the Customer hold not convert or process the Goods or intermix 14.2 them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the beefit of the Selfer and must sell, dispose of or return the resulting product to the Selfer and must sell, dispose of or return the resulting product to the Selfer as its odirects; the Customer intervicely authorises the Selfer to enter any premises where the Selfer Delivers the Goods are kept and recover 14.3.

Seller as it so directs: the Customer inevocably authorises the Seller to enter any premises where the Seller believes the Goods are kept and recover 14.3 possession of the Goods; the Seller any recover possession of any Goods in transit whether or not Delivery has occurred; coods nor grant nor otherwise give away any interest in the Goods 15.1 while they remain the property of the Seller; the Seller may commence proceedings to recover the Price of the Goods nor grant nor otherwise give away any interest in the Goods 15.1 while they remain the property of the Seller; the Seller may commence proceedings to recover the Price of the Goods sold indivitistanting that ownership of the Goods has not passed to the Customer; **Personal Property Securities Act 2009 ("PPSA")** 15.2 In this, cause financing statement, financing change statement by the PPSA.

Security gurgement, and security microsi has the mouring grounds a by the PPSA. Upon assenting to these terms and conditions in writing, the customer acknowledges and agrees that these terms and conditions constitute a security agreement to the purposes of the PPSA and 15.3 prates a security agreement to the purposes of the PPSA and 15.4 prates a security agreement to the purposes of the PPSA and 15.4 prates a security agreement to the purposes of the PPSA and 15.3 prates a security agreement to the purposes of the PSA and 15.3 prates a security agreement to the purpose of the Seller to Seller to supplied in the turne by the Seller to the Customer. The Customer undertakes to the security of the security of the purpose of the purpose of the turne by the Seller to the Seller to the Seller to the security of the Seller to the Sell

The Customer undertakes to: promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-15.4 date in all respects) which the Selfer may reasonably require to: (i) register a financing statement or financing change statement in feature to accurate interest on the Personal Property Securities

(ii)

refation to a security interest on use i occurrent registered by the (a) Register, register any other document required to be registered by the (a) PSA or correct a defect in a statement referred to in clause 10.3(a)(i) or correct a defect in a statement referred to in clause 10.3(a)(i) or (b) (ii) pigging any other occurrent returned to be registered by the (a) (ii) cortext a defect in a statement referred to in clause 10.3(a)(i) or (10.3(a)(ii)). Indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change (c) statement on the Personal Properly Securities Register established by register a financing change statement in resource of a security (d) interest without the prior writer looks of a security (d) interest writowage statement in relation to the Seller of a security (d) interest writowage statement in relation to the Seller. The Seller of a security (d) interest writowage statement in relation to the Seller.

the Selier, immediately advise the Selier of any material change in its business practices of selling the (coods which would result in a change in the The Selier and the Customer agree that sections 56, 115 and 125 of the PFSA do not apply to the security agreement created by these terms and conditions.

The Seller and use U assume to security agreement created by these the PSSA on optiaphy to the security agreement created by these (5.2) the Clustomer waives their rights to receive notices under sections (5.18, 21(4), 133, 132(3)(4)(3) and 132(4) of the PFSA. The Clustomer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PFSA. Unless otherwise agreed to in writing of the Seler, the Clustomer sections 142 are used to a section attement in accordance (6.3) with section 170 of the PFSA. Seler under clustes 10.3 to 10.5 to Subject to any express provisions to the contrary (including those interned to have also effort for high others are and conditions is a therefore the PFSA.

confained in this dause 10, numer in which any of the provisions of the PFSA Security and the effect of contracting out of any of the provisions of the PFSA Security and the the security and the security and the Customer charges all of its rights, title and interest (whether joint or several) in any land, really of other assets capable of being charged, 17, owned by the Customer either new or in the tuture, to secure the 17.1 epromance by the Customer either new or in the tuture, to secure the 17.1 epromance by the Customer either new or in the tuture, to secure the 17.1 epromance by the Customer either new or in the tuture, to secure the 18.1 encoded of the Customer either new or in the tuture, to secure the 18.1 encoded of the Customer either and the secure the 18.1 encoded of the Customer either and the secure the 18.1 encoded of the Customer either and the secure the 18.1 encoded of the Customer either and the secure the 18.1 encoded of the customer either and the secure the 18.1 encoded of the Customer either and the secure the 18.1 encoded of the 19.1 encoded of t and contailons (inclouding, but not infinited to, the payment of any money). The Customer indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this

Please note that a larger print version of these terms and conditions is available from the Seller on request.

The Customer irrevocably appoints the Seller and each director of the Seller as the Customer's true and lawful attorney's to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Customer's behalf. Customer's behalf. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA) The Customer and

Detects, Warrantes and Keturns, Competition and Consumer Act 2016/12016 Act 2016/2016 Act 201 17 2

Introditis to modify or security in the Nort Excluded Guarantees. Introducts (U) Except as expressly set out in these terms and conditions or in respect of the Nort-Excluded Guarantees, the Selier makes no waranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Gods. The Selies Islability in respect of these warranties is limited for the Customer is a consumer within the meaning of the CCA, the 17.3 Selier's liability is limited to the extent permitted by section 64A of Schedule 2. Defective Gods will be replaced with an alternative product and a credit note will be issued on the lower priced invoiced lenses. All rending structure ordet will only be issued in accords routed 11 the Customer is a consumer within the lower priced invoiced lenses. All rending structure of celf will only be issued in accords routed 11 the Selier's required to replace the Gods under this clause or the

Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR1 (collectively, EU Data Privacy Laws). The Seller acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Ustomers Personal Information, held by the Seller that may result in accordance with the Act and/or the GDPR. Any felases of such Personal Information, held by the Seller that may result in accordance with the Act and/or the GDPR. Any felases of such such constraints and the CDPR (where relevant) and must be approved by the Customer by writter consent, unless subject to an operation of law. Notification of the CDPR (where relevant) and must be approved by the Customer by writter consent, unless subject to an operation of law. Notification of the CDPR (where relevant) and must be approved by the Customer by writter consent, unless subject on operation of law. Notification of the CDPR (where relevant) and must be approved by the Customer by mritter consent, unless subject on operation of law. Notification of the CDPR (where relevant) and web beacons (if applicable), such gehnology allows the collection of Personal Information such as the Consent such as belier may collect and rever that information such as the Cover the stability of the Seller approxement information by the Cover and the subject of the Seller when the Seller sensal Information by the Cover stable to the Seller to portion ender (instead) (asbel, provided on the website. The Customer applications, credit information with related body corporates for the Seller to outlain from a codit information with equation to the Customer and other contain fromation with equation to redit providers and where applications, credit providers and the development information with the Customer and/or the Cover setter solution to redit providers and where application is of the Customer and the customer and the customer and/or the application to the Seller application applications, credit history applications and the cust

The Seller may give information about the Customer to a CRB for the tolowing purposes: allow the CRB to create or maining a credit information file about the CRB to create or maining a credit information file about the the CRB to create or maining a credit information file about the unformation as outlined in 17.3 above; name of the credit provider and that the Seller is a current credit provider to the Customer; whether the credit provider and that the Seller is a current credit provider to the Customer; type of consumer credit: details concenting the data of commencient/lemination of the credit account and the amount reguested); advice of consumer credit defaults, overdue accounts, pan repayments or outstanding monies which are overdue by more than sative (60) days and for which writen notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer's overdue accounts, pan repayments or outstanding monies which are overdue aby more than information that in the option of the Seller. The Customer is eval and the Seller has been paid or otherwise discharged and al details committed a serious credit infingement; secal to or more than one hundred and fifty dollars (\$150). The Customer shall have the neght to request (by e-mail) from the Seller.

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provided, the Customer can make a complaint to the Information Commissioner at www.caic.cov.au. Service of Notices Any written notice given under this Contract shall be deemed to have been given and received by leaving it at the to the other party in person: by leaving it by registered post to the other party as stated in this Contract, if sent by faccing it tay registered post to the address of the other party as stated in this Contract, if sent by faccing it tay registered post to the fax number of the other party as stated in this Contract (if any), on receipt of continuation of the transmission.

transmission; if sent by email to the other party's last known email address. Any notice that is posted shall be deemed to have been served unless the contrary is shown, at the time when by the ordinary ourse of post, the notice would have been delivered.

unless the contrary is survey, and the second elivered. Trusts If the Customer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust (Trust) then whether or motile Seler may investigate the trust, the Customer the Contract extends to all rights of indemnity which the Customer the Contract extends to all rights of indemnity which the Customer trust to enter in the the customer trust to enter in the the customer customer has full and complete power and authority under the customer paramet the Trust and the provisions of the Trust do not purport to exclude or take away the right of indemnity when the Customer enters the Trust or the trust, thut Customer party to amy other action which might prejudice that right of indemnit; the Customer will not without consent in writing of the Seler (the customer enter will not without consent in writing of the Seler (the customer enter) and the customer and averts of averts (the Seler (the customer enter) and the seler (the seler) (the Seler (the Seler) (the Sel

party to any other action which have been been accessed in writing the customer will not without consent in writing of the Seller (the Seller will not unreasonably withhold consent), cause, permit, or suffer the proposition and the bibliothy of events. If the proposition of the sentence of the sector of the customer as the sector of the

(ii) any advancement of the truster of explicit of the rites, of Ceneral The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of thet provision, nor shall a fafect that party is nght to subsequently enforce that provision, in any provision of these terms and conditions shall be invalid, void any provision of these terms and conditions shall be invalid, void enforceability of the remaining provisions shall not be affected. These terms and conditions and any contract to which they apply shall be governed by the laws of Queensiand, the state in which they Saller provement by the laws of Queensiand, the state in which they Saller provement by the laws of Queensiand, the state in which they Saller these 12, the Saller shall be under to tability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer ansing out of a breach by the Seller of these terms and conditions and/or obligations under this Contract without the Customer's onsent. The Customer can be contract without the writen approval to the Customer to rank indirect and/or on these terms and conditions and/or obligations under this Contract without the writen approval the customer can be contract without the writen approval to the customer can be contract without the writen approval to the customer can be laws and the customer's onsent.

and/or obligations under this Contract which the Customers consent. The Customer cannot licence or assign without the written approval of the Seller. The net relevent form any liability of obligation under this contract by so dong. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of the Seller's sub-contractory without the authority of the Seller. The customer agrees that the Seller may anend their general terms and conditions for subsequent tubure contracts with the Customer agrees and conditions for subsequent sub, then sub the Customer makes a further request for the Seller to provide Goods the Customer makes a further request for the Seller to provide Goods to the Customer makes a further request for the Seller to provide Goods to the Customer Both parties warrant that they have the power to effer into this Contract and have obtained all necessary authorisations to allow them to divide all obtained all necessary authorisations to allow them to divide all beliable for solvent and this Contract creates binding and valid legal obligations on them.

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20.3

Goods." The Seller may give information about the Customer to a CRB for the following purposes:

Clause 13. Clause 13. Clause 14. Cools under this clause or the CCA, but is unable to do so, the Seller may retund any money the CLA, but is unable to do so, the Seller may retund any money the CLA but is unable to do so, the Seller single the CCA (a) if the Customer has paid for the COA (b). The Seller is all of the CCA (c) initied to the value of any express warranty or warranty card provided to the customer has belier at the Seller's sole discretion, initiated to any warranty to which the Seller is sensitive as consumer within the Seller's label section.

the Seller's liability for any defect or damage in the Godd's is: (i) the seller's liability for any defect or damage in the Seller's solid discretion; provided to the Customer by the Seller at the Seller's solid discretion; on manufacture the Godd's otherwise negated absolutely. Subject to this classe 12, returns will only be accepted provided that: the Customer has compiled with the provisors of clause 12, 1; and the Godd are returned una classe accepted provided that: the Customer has compiled with the provisors of clause 12, 1; and the Godd are returned una classe accepted provided that: the Customer has compiled with the provisors of clause 12, 1; and the Godd are returned una classe accepted provided that the Godd are returned una classe accepted provided that the Godd are returned una classe accepted provided that the Godd are returned una classe accepted provided that the Godd are returned una classe accepted provided that the Godd are returned una classe accepted provided that the Godd are returned una classe accepted provided that the Godd are returned una classe accepted provided that the Godd are returned una classe accepted provided that accepted the Customer failing to properly maintain or store any Gods; the Customer relating to properly maintain or store any Gods; the Customer relating to follow any instructions or guidelines provided 17.8 by the Seller unable to be removed, damaged coeing pror to handling by the seller's laboratory, etc.), which will be subject to the varantly of the (c) manufacturer. Any frame damaged by the Seller will be replaced on of the subply of acmpilant fax invices from the Casher any classe accepted accepted accepted accepted accepted accepted are accepted and unable to be removed, damaged coeing pror to handling by the seller's laboratory, etc.), which will be subject to the varantly of the (c) manufacturer. Any frame damaged by for advective dava far. (g) Subject to classe 12, and the accepted are mistered or the class for cledit is

infiningement. The Customer agrees that the Seller may (at no cost) use for the (e), purposes of marketing or entry into any competition, any documents, 18.2 designs, drawings of Goods which the Seller has created for the Customer. Default and Consequences of Default 19.

purposes or marketing or entry into any competition, any documents, 18.2 designs, drawings or Goods which the Seller has created for the Customer. Default and Consequences of Default Interest on overdue movices shall accure daily from the date when 19. Interest on overdue movices shall accure daily from the date when 19. and a haft percent (25%) or calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) internative the Seller any unover the Customer shall (a) intermity the Seller for any money the Customer shall (a) internative the Seller any unover the Customer shall (b) intermity the Seller for any date the date of the seller's or discretion such interest shall compound monthly at such a rate) (a) the Seller's contract default tee, and bank dischonour fees). Turborizer (1 & Customer shall be addition to any other if can be proven that such reversal is ond to be Seller any there customer which reversal is on addition to any other of the Customer which reversal is on a doition to any other shall be entitled to cancel all or any part of any other either Customer which remains untifield and all amounts owing to the Seller shall be used for any other of the formative theory and shall be entitled to cancel all or any part of any other either Customer which remains untifield and all amounts owing to the Seller shall be chickner which and all or any part of the Customer which remains untifield and all amounts owing to the Seller shall verticemer which the Seller become soverdue, or the Seller's of minimum of the customer sould be all seller some source or the Customer which remains untifield and all or any part or the customer which remains untifield and all amounts owing to the Seller shall verticemer which he soller become inmediately 20. payable if .

payable if: any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to make a payment when it falls due: due: "The outsome time of the outsome of polynomia material and the Qustomer has exceeded any applicable credit limit provided by the Seller. The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or 20.2 makes an assignment for the benefit of its creditors, or a receiver, manager, liquidator (provisional or otherwise) or similar Customer appointed in thespect of the Customer or any asset of the 20.3.

a receiver, manager, inducator (provisional of otherwise) of similar Distance. The provide in respect of the Customer or any asset of the 20.3 **Cancellation**. Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Seller may stiggered of terminate the supply of Goods to the Customer. The 20.4 Customer sufficience because the Seller has exercised its rights under this clause. The Seller may cancel any contract to which these terms and 20.5 Conditions apply or cancel Delivery of Goods at any time before the Goods are onlineed by glenny withen motos to bit Customer. The 20.4 Customer sufficience to the Goods. The Seller shall not be liable for any loss of damage whatsoever anising from such cancellation. In the event that the Customer to the Seller shall not be liable for any deposit paid by the Customer to the Seller shall be forelated by 20.7 the Customer sufficient and costs, the Customer shall be forelated by 20.7 the Customer sufficience to the Gener shall be forelated by 20.7 the Customer to the Seller and (and all) loss incurred (whether direct) or indirect) by the Seller as a direct result of the concellation (including, but not limited to, any so of profits, Cancellation of orders for Goods made to the Customer's 20.8 septications, or for on-stocklist items, will definitely not be alloged alloged once production has commenced, or an order has been alloged.

Privacy Policy Privacy Policy All emails, documents, images or other recorded information held or used by the Selfer is Personal Information, as defined and referred to in clause 17.3, and therefore considered Confidential Information. The Selfer acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to her Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any Statulory requirements, where relevant in a European

Shamir Australia Pty Ltd ABN: 67 006 180 776

PO Box 3346, Tingalpa QLD 4173 Email: accounts@shamirlens.com.au Web: www.shamirlens.com.au Phone: 1300 553 465 • (07) 3213 7010

## **Personal/Directors Guarantee and Indemnity**

IN CONSIDERATION of Shamir Australia Pty Ltd and its successors and assigns ("the Seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Customer") [Insert Company Name In Box Provided]

### I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

. **ĠUARANTEE** the due and punctual payment to the Seller of all monies which are now owing to the Seller by the Customer and all further sums of money from time to time owing to the Seller by the Customer in respect of goods and services supplied or to be supplied by the Seller to the Customer or any other liability of the Customer to the Seller, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Seller, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller. In consideration of the Seller agreeing to supply the goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to the Seller registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints the Seller and each director of the Seller as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guar

- (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
- (b) register any other document required to be registered by the PPSA or any other law; or
- (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY the Seller on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Seller in connection with:
  - (a) the supply of goods and/or services to the Customer; or
  - (b) the recovery of monies owing to the Seller by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Seller's nominees contract default fee and legal costs; or
  - (c) monies paid by the Seller with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Customer.

#### I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

2

- 3. I/We have received, read and understood the Seller's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- 4. 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 monies owing to the Seller by the Customer and all obligations herein have been fully paid satisfied and performed.
- 5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Customer 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 Customer's obligations to the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.
- 6. If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Seller shall each be restored to the position in which they would have been had no such payment been made.
- 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 all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor and shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable)) 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 Customer to the Seller.
- I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit references purposes. I/We further irrevocably authorise the Seller 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 Seller as a result of this Guarantee and Indemnity being actioned by the Seller.
- 10. The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1 SIGNED:	GUARANTOR-2 SIGNED:
FULL NAME:	FULL NAME:
HOME ADDRESS:	HOME ADDRESS:
DATE OF BIRTH:	DATE OF BIRTH:
SIGNATURE OF WITNESS:	SIGNATURE OF WITNESS:
NAME OF WITNESS:	NAME OF WITNESS:
OCCUPATION:	
PRESENT ADDRESS:	PRESENT ADDRESS:
EXECUTED as a Deed this day of 20	EXECUTED as a Deed this day of 20

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

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

Shamir OHS Pty Ltd ABN: 67 605 388 029 PO Box 3346, Tingalpa QLD 4173 Email: accounts2@shamirohs.com.au Web: www.shamirohs.com.au Phone: 1300 663 209 • (07) 3213 7050

## **Personal/Directors Guarantee and Indemnity**

IN CONSIDERATION of Shamir OHS Pty Ltd and its successors and assigns ("the Seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Customer") [Insert Company Name In Box Provided]

### I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

**GUARANTEE** the due and punctual payment to the Seller of all monies which are now owing to the Seller by the Customer and all further sums of money from time to time owing to the Seller by the Customer in respect of goods and services supplied or to be supplied by the Seller to the Customer or any other liability of the Customer to the Seller, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Seller, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller. In consideration of the Seller agreeing to supply the goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to the Seller registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints the Seller and each director of the Seller as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guaran

- (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
- (b) register any other document required to be registered by the PPSA or any other law; or
- (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY the Seller on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Seller in connection with:
  - (a) the supply of goods and/or services to the Customer; or
  - (b) the recovery of monies owing to the Seller by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Seller's nominees contract default fee and legal costs; or
  - (c) monies paid by the Seller with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Customer.

#### I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

2

- 3. I/We have received, read and understood the Seller's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- 4. 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 monies owing to the Seller by the Customer and all obligations herein have been fully paid satisfied and performed.
- 5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Customer 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 Customer's obligations to the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.
- 6. If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Seller shall each be restored to the position in which they would have been had no such payment been made.
- 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 all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor and shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable)) 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 Customer to the Seller.
- I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit references purposes. I/We further irrevocably authorise the Seller 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 Seller as a result of this Guarantee and Indemnity being actioned by the Seller.
- 10. The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1 SIGNED:	GUARANTOR-2 SIGNED:
FULL NAME:	FULL NAME:
HOME ADDRESS:	HOME ADDRESS:
DATE OF BIRTH:	DATE OF BIRTH:
SIGNATURE OF WITNESS:	SIGNATURE OF WITNESS:
NAME OF WITNESS:	NAME OF WITNESS:
OCCUPATION:	OCCUPATION:
PRESENT ADDRESS:	PRESENT ADDRESS:
EXECUTED as a Deed this day of 20	EXECUTED as a Deed this day of 20

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

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