

## Application for Credit Account

**(N.B. Acceptance of application automatically entitles applicant to hold an account with both companies)**

Nature of Organisation:

Sole Trader  Partnership  Limited Company  Trust  Other  \_\_\_\_\_

Trade Name: \_\_\_\_\_

Legal Name: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Mobile: \_\_\_\_\_

Registered Office: \_\_\_\_\_ Email: \_\_\_\_\_

Company Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Previous Address Details (if less than 2 years): \_\_\_\_\_

| Details of Partners (if Partnership) | Details of Directors (if Limited Company) |
|--------------------------------------|---|
| 1. Full Name: _____                  | 1. Full Name: _____                       |
| Home Address: _____                  | Home Address: _____                       |
| Home Phone: _____                    | Home Phone: _____                         |
| 2. Full Name: _____                  | 2. Full Name: _____                       |
| Home Address: _____                  | Home Address: _____                       |
| Home Phone: _____                    | Home Phone: _____                         |

Contact Person for Accounts: \_\_\_\_\_

Name and Branch of Bank: \_\_\_\_\_

Bank Account No: \_\_\_\_\_

Solicitor's Name and Address: \_\_\_\_\_

Accountant's Name and Address: \_\_\_\_\_

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

1. \_\_\_\_\_ Phone No: \_\_\_\_\_
2. \_\_\_\_\_ Phone No: \_\_\_\_\_
3. \_\_\_\_\_ Phone No: \_\_\_\_\_

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1993) I authorise any person or company to give information as may be required in response to credit inquiries. I have read and understand the GENERAL TERMS AND CONDITIONS OF TRADE of Ethical Agents International Limited T/A Oragene, which form part of, and are intended to be read, in conjunction with this Credit Application, and agree to be bound by these conditions.

|  |                   |
|--|-------------------|
| Signed: _____<br>(Proprietor/Partner/Director/Authorised Signatory) Circle one | Date: _____       |
| Full Name: _____   | Position: _____   |
| Signed: _____ (Witness)  |                   |
| Full Name: _____   | Occupation: _____ |
| Address: _____   |                   |

# Ethical Agents International Ltd T/A Oragene – Terms and Conditions of Trade

|      |  |       |   |       |       |       |       |       |       |       |       |       |   |
|------|--|-------|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|---|
| 1.   | <b>Definitions</b><br>"Seller" shall mean either Ethical Agents International Limited T/A Oragene and its successors and assigns.<br>"Buyer" shall mean the Buyer or any person acting on behalf of and with the authority of the Buyer.<br>"Guarantor" means that person (or persons), or entity that agrees herein to be liable for the debt of the Buyer on a principal debtor basis.<br>"Goods" shall have the same meaning as in section 2 of the Sale of Goods Act 1908 and are goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as defined above).<br>"Services" shall mean all services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).<br>"Price" shall mean the cost of the goods as agreed between the Seller and the Buyer subject to clause 4 of this contract. | 7.4   | In the event that the Seller's suggested expiry date for the Goods is reached, at the Seller's sole discretion the Seller will replace/refresh the Goods.<br><b>Warranty</b><br>For Goods not manufactured by the Seller, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall not be bound by nor responsible for, any term, condition, representation or warranty given by the manufacturer of the Goods.<br><b>Default &amp; Consequences of Default</b><br>Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.<br>If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from an against all of the Seller's costs and disbursements including on a solicitor and own client basis and in addition, all of the Seller's nominees costs of collection.<br>Without prejudice to any other remedies the Seller may have if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.<br>If any account remains unpaid at the end of the second month after supply of the Goods or services, the following shall apply. An immediate amount of the greater of \$20 or 10% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable in addition to the interest payable under clause 9.1 hereof. | 8.    | 9.    | 9.1   | 9.2   | 9.3   | 9.4   | 9.5   | 12.   | 12.1  | <b>Security &amp; Charge</b><br>Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:<br>(a) Where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate, a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.<br>Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor an own client basis.<br>(c) To give effect to the provisions of clause [1, 12.1(a) to (b)] inclusive hereof the Buyer and/or the Guarantor (if any) do hereby irrevocably nominate, constitute and appoint the Seller or the Seller's nominee as the Buyer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registerable or not) including such other terms and conditions as the Seller and/or the Seller's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Buyer and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Buyer's and/or Guarantor's name as may be necessary to secure the said Buyer's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause. |
| 2.   | <b>Acceptance</b><br>Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.  | 10.   | <b>Title</b><br>It is the intention of the Seller and agreed by the Buyer that property in the Goods shall not pass until:<br>(a) The Buyer has paid all amounts owing for the particular Goods, and<br>(b) the Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.  | 10.1  | 10.2  | 10.3  | 11.   | 11.1  | 11.2  | 11.3  | 11.4  | 11.5  | 11.6  |
| 2.1  |  | 10.4  | Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then the Seller's ownership of rights in respect of the Goods shall continue.   | 14.   | 14.1  | 14.2  | 15.   | 15.1  | 15.2  | 15.3  | 16.   | 16.1  | 17.   |
| 2.2  |  | 10.5  | It is further agreed that:<br>(a) Until such time as ownership of the Goods shall pass from the Seller to the Buyer, the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.<br>(b) If the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereto caused.   | 11.1  | 11.2  | 11.3  | 11.4  | 11.5  | 11.6  | 11.7  | 11.8  | 11.9  | 11.10   |
| 2.3  |  | 10.6  | Personal Property Securities Act 1999<br>Upon assenting to these terms and conditions in writing, the Buyer acknowledges and agrees that:<br>(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and<br>(b) a security interest is taken in all Goods previously supplied by the Seller to the Buyer (if any) and all Goods that will be supplied in the future by the Seller to the Buyer during the continuance of the parties' relationship.  | 11.1  | 11.2  | 11.3  | 11.4  | 11.5  | 11.6  | 11.7  | 11.8  | 11.9  | 11.10   |
| 2.4  |  | 10.7  | The Buyer undertakes to:<br>(a) sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects, which the Seller may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; and<br>(b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;<br>(c) not register a financing change statement or a change demand without the prior written consent of the Seller;<br>(d) give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Buyer's name and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's address, facsimile number or business practice); and<br>(e) immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.  | 11.1  | 11.2  | 11.3  | 11.4  | 11.5  | 11.6  | 11.7  | 11.8  | 11.9  | 11.10   |
| 2.5  |  | 10.8  | The Seller and the Buyer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these Terms and Conditions.   | 11.1  | 11.2  | 11.3  | 11.4  | 11.5  | 11.6  | 11.7  | 11.8  | 11.9  | 11.10   |
| 2.6  |  | 10.9  | The Buyer waives its rights as a debtor under sections 116, 120(2), 121, 123, 126, 127, 129, 131 and 132 of the PPSA.   | 11.1  | 11.2  | 11.3  | 11.4  | 11.5  | 11.6  | 11.7  | 11.8  | 11.9  | 11.10   |
| 2.7  |  | 10.10 | Unless otherwise agreed to in writing by the Seller, the Buyer waives its right to receive a verification statement in accordance with section 148 of the PPSA.   | 11.1  | 11.2  | 11.3  | 11.4  | 11.5  | 11.6  | 11.7  | 11.8  | 11.9  | 11.10   |
| 2.8  |  | 10.11 | The Buyer unconditionally ratifies any actions taken by the Seller under clauses 11.1 to 11.5 under and by virtue of the power of attorney given by the Buyer to the Seller.  | 11.1  | 11.2  | 11.3  | 11.4  | 11.5  | 11.6  | 11.7  | 11.8  | 11.9  | 11.10   |
| 3.   | <b>Goods / Services</b><br>The Goods and/or Services are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by the Seller to the Buyer.  | 12.   | <b>Intellectual Property</b><br>The Buyer warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Buyer's order.   | 12.1  | 12.2  | 12.3  | 12.4  | 12.5  | 12.6  | 12.7  | 12.8  | 12.9  | 12.10   |
| 3.1  |  | 12.5  | Cancellation<br>The Seller may cancel these terms and conditions or cancel delivery of Goods and Services at any time before the Goods are delivered by giving written notice. On giving written notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price for those Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.  | 12.1  | 12.2  | 12.3  | 12.4  | 12.5  | 12.6  | 12.7  | 12.8  | 12.9  | 12.10   |
| 3.2  |  | 12.6  | Privacy Act 1993<br>The Buyer and the Guarantor(s) (if separate to the Buyer) authorise the Seller to:  | 12.1  | 12.2  | 12.3  | 12.4  | 12.5  | 12.6  | 12.7  | 12.8  | 12.9  | 12.10   |
| 4.   | <b>Price and Payment</b><br>At the Seller's sole discretion the Price shall be either:<br>(a) as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or<br>(b) the Seller's current Price at the date of delivery of the Goods, according to the Seller's current Price list; or<br>(c) Seller's quoted Price (subject to clause 4.2) which shall be binding upon the Seller provided that the Buyer shall accept in writing the Seller's quotation within thirty (30) days.   | 12.7  | 12.8  | 12.9  | 12.10 | 12.11 | 12.12 | 12.13 | 12.14 | 12.15 | 12.16 | 12.17 | 12.18   |
| 4.1  |  | 12.10 | then without prejudice to the Seller's other remedies at law:<br>(i) The Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unpaid in addition to and without prejudice to any other remedies; and<br>(ii) All amounts owing to the Seller shall, whether or not due for payment, immediately become due and payable.   | 12.1  | 12.2  | 12.3  | 12.4  | 12.5  | 12.6  | 12.7  | 12.8  | 12.9  | 12.10   |
| 4.2  |  | 12.11 | Title<br>It is the intention of the Seller and agreed by the Buyer that property in the Goods shall not pass until:<br>(a) the Buyer has paid all amounts owing for the particular Goods, and<br>(b) the Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.   | 12.1  | 12.2  | 12.3  | 12.4  | 12.5  | 12.6  | 12.7  | 12.8  | 12.9  | 12.10   |
| 4.3  |  | 12.12 | Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then the Seller's ownership of rights in respect of the Goods shall continue.   | 12.1  | 12.2  | 12.3  | 12.4  | 12.5  | 12.6  | 12.7  | 12.8  | 12.9  | 12.10   |
| 4.4  |  | 12.13 | It is further agreed that:<br>(a) Until such time as ownership of the Goods shall pass from the Seller to the Buyer, the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.<br>(b) If the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereto caused.   | 12.1  | 12.2  | 12.3  | 12.4  | 12.5  | 12.6  | 12.7  | 12.8  | 12.9  | 12.10   |
| 4.5  |  | 12.14 | Personal Property Securities Act 1999<br>Upon assenting to these terms and conditions in writing, the Buyer acknowledges and agrees that:<br>(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and<br>(b) a security interest is taken in all Goods previously supplied by the Seller to the Buyer (if any) and all Goods that will be supplied in the future by the Seller to the Buyer during the continuance of the parties' relationship.  | 12.1  | 12.2  | 12.3  | 12.4  | 12.5  | 12.6  | 12.7  | 12.8  | 12.9  | 12.10   |
| 4.6  |  | 12.15 | The Buyer undertakes to:<br>(a) sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects, which the Seller may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; and<br>(b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;  | 12.1  | 12.2  | 12.3  | 12.4  | 12.5  | 12.6  | 12.7  | 12.8  | 12.9  | 12.10   |
| 4.7  |  | 12.16 | (c) not register a financing change statement or a change demand without the prior written consent of the Seller;<br>(d) give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Buyer's name and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's address, facsimile number or business practice); and<br>(e) immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.  | 12.1  | 12.2  | 12.3  | 12.4  | 12.5  | 12.6  | 12.7  | 12.8  | 12.9  | 12.10   |
| 4.8  |  | 12.17 | The Seller and the Buyer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these Terms and Conditions.   | 12.1  | 12.2  | 12.3  | 12.4  | 12.5  | 12.6  | 12.7  | 12.8  | 12.9  | 12.10   |
| 5.   | <b>Delivery of Goods</b><br>Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Buyer at the Seller's address.  | 12.18 | Cancellation<br>The Seller may cancel these terms and conditions or cancel delivery of Goods and Services at any time before the Goods are delivered by giving written notice. On giving written notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price for those Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.  | 12.1  | 12.2  | 12.3  | 12.4  | 12.5  | 12.6  | 12.7  | 12.8  | 12.9  | 12.10   |
| 5.1  |  | 12.19 | Privacy Act 1993<br>The Buyer and the Guarantor(s) (if separate to the Buyer) authorise the Seller to:  | 12.1  | 12.2  | 12.3  | 12.4  | 12.5  | 12.6  | 12.7  | 12.8  | 12.9  | 12.10   |
| 5.2  |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.3  |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.4  |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.5  |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.6  |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.7  |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.8  |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.9  |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.10 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.11 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.12 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.13 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.14 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.15 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.16 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.17 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.18 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.19 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.20 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.21 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.22 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.23 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.24 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.25 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.26 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.27 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.28 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 | 12.25 | 12.26 | 12.27 | 12.28 | 12.29 | 12.30 | 12.31   |
| 5.29 |  | 12.20 | 12.21   | 12.22 | 12.23 | 12.24 |       |       |       |       |       |       |   |