

APPLICATION FOR 30 DAY ACCOUNT AND CREDIT AGREEMENT

ONLY FULLY COMPLETED APPLICATION WILL BE PROCESS.

Where this application is signed by a director or the applicant company the director is also deemed to have signed the application as a guarantor

ENTITY NAME *(as per the ABN registration <http://abr.business.gov.au>)*

TRADING / BUSINESS NAME

ENTITY ADDRESS

POSTCODE

POSTAL ADDRESS

POSTCODE

MOBILE

OFFICE No.

FAX No.

AUTHORIZED PURCHASER NAME

PURCHASERS EMAIL ADDRESS

ACCOUNTS PERSON NAME

ACCOUNTS EMAIL ADDRESS

ABN NUMBER

No. OF YEARS TRADING

ENTITY TYPE *(please circle one)*

Sole Proprietor

Partnership

Company

Trust

NATURE OF BUSINESS *(please circle one)*

Café

Retail

Wholesale

OWNERS/ DIRECTORS / GUARANTORS

NAME

NAME

ADDRESS

ADDRESS

DRIVERS LICENSE No. & STATE

DRIVERS LICENSE No. & STATE

SIGNED

SIGNED

TRADE REFERENCES

NAME

NAME

NAME

SUBURB

SUBURB

SUBURB

MOBILE

MOBILE

MOBILE

OFFICE No.

OFFICE No.

OFFICE No.

CONDITIONS ATTACHING TO APPLICATION FOR THIRTY DAY CHARGE ACCOUNT AND CREDIT AGREEMENT

1. CONSIDERATION

Partyware Pty Ltd agrees to grant credit from time to time at its discretion to the Customer and/or to forbear from taking any legal action against the Customer for one month from the date of Partyware Pty Ltd's acceptance as set out in clause 2 below.

2. ACCEPTANCE

Partyware Pty Ltd will be deemed to have accepted this application if it allows the Customer to trade on credit and the terms and conditions set out in this document and under any invoice terms and conditions will apply. No further document or agreement need be entered into.

3. OTHER DIVISIONS

The Customer agrees that the Application relates to all transactions with Partyware Pty Ltd

4. WARRANTIES

The Applicant completing this application on behalf of the Customer represents and warrants that:

- (a) the Customer has authorized the signing of this Application;
- (b) the Customer is duly constituted (in the case of a corporation);
- (c) the Applicant has authority to bind all other partners jointly and severally (in the case of a partnership);
- (d) the Customer is capable of paying its debts as and when they fall due;
- (e) no bankruptcy or insolvency proceedings have commenced or have been threatened;
- (f) no bankruptcy or insolvency of the Customer's company or a person is at risk;
- (g) the information set out in this application is true and correct; and
- (h) the Customer and the Applicant will use the goods for business purposes only.

5. ACKNOWLEDGEMENT

The Applicant acknowledges on behalf of the Customer that Partyware Pty Ltd will rely upon and be induced by this Application to grant credit and/or to deal with the Customer.

6. CREDIT INFORMATION

The Customer irrevocably authorizes Partyware Pty Ltd, its servants and agents to make enquiries as they deem necessary to investigate the credit worthiness of the Customer at any time including enquiries with persons nominated as trade references, bankers of the Customer and any credit provider or credit reporting agency and including personal credit and consumer credit information ("Sources"). The Customer by this clause authorizes the Sources to disclose to Partyware Pty Ltd all information concerning the Customer (including information which is deemed 'Personal Information' under the Privacy Act 1988 (Cth), which is in the Sources' possession.

7. CREDIT LIMIT

The grant of a credit facility is an indication only of Partyware Pty Ltd's intention at the time. Partyware Pty Ltd may vary and/withdraw any credit facility at any given time at its discretion and without any liability to the Customer or any other part.

8. GENERAL

- (a) The Customer may not assign any of its rights under this credit application form and credit agreement.
- (b) The laws of Victoria will apply to this credit application form and credit agreement and the parties will submit to the courts of that jurisdiction.
- (c) This credit application form and credit agreement supercedes and prevails over any representations or discussions of the parties.
- (d) Any part of this credit application form and credit agreement that is unenforceable is severed from the whole without any effect on the remaining provisions.

GUARANTEE AND INDEMNITY IN FAVOUR OF: Partyware Pty Ltd BY [INSERT DETAILS] ("Guarantor"),

1. In consideration for the provision of the Goods to the Customer, the Guarantor guarantees payment to Partyware Pty Ltd the due and punctual observance of all obligations of the Customer to Partyware Pty Ltd including the payment of monies including any past, present and future indebtedness or obligation by the Customer and/or any of us arising from any past/present and /or future dealing with Partyware Pty Ltd and in relation to the credit agreement attached to this guarantee and indemnity.

2. The Guarantor as a separate independent principal obligation indemnifies Partyware Pty Ltd against any and all loss or damage howsoever caused, which arises from (and any reasonable costs, charges or expenses incurred by Partyware Pty Ltd in connection with) any default by the Customer or the Applicant in the performance of all obligations of the Customer to Partyware Pty Ltd.

3. The Guarantor jointly and severally agrees: (a) to pay all monies due and owing to a stake-holder nominated by Partyware Pty Ltd the amount Partyware Pty Ltd certifies is payable (b) that this guarantee and indemnity will remain effective notwithstanding any conduct or event (including any arrangement/and or deed of company arrangement whether or not agreed to by Partyware Pty Ltd) which, but for this clause may have released or varied any obligation of the Customer and/or any of us execute in Partyware 's Pty Ltd favour any later agreement (c) that any payment which is subsequently avoided by any law relating to insolvency will be deemed not to have been paid. (d) that it/they sign both in their personal capacity and as trustee of every trust of which they are/ it is a trustee; and (e) to notify Partyware Pty Ltd within seven days of any change in the Customer's structure, management and/ or position including;

(i) any sale or disposition of any part of the business of the Customer; (ii) any change in director, shareholder, management, partnership and or/trusteeship; (iii) any new charge, mortgage and/or any other security given to any supplier and/ or financier; (iv) any involvement in any franchised business in any capacity.

4. Charge: The Guarantor charges in Partyware 's Pty Ltd favour with payment of all monies owed to Partyware Pty Ltd by the Customer and/or the Guarantor, all of its/their estate and interest in any land and/or in any other assets whether tangible and/or intangible in which the Guarantor now has any legal and/or beneficial interest and/or in which the Guarantor may later acquire any such interest and the Guarantor agrees to execute on request, a registrable instrument and/or any other necessary documents to register such charge with the Australian Securities and Investments Commission or any other relevant body.

5. In consideration for the provision of the Goods to the Customer, the Guarantor guarantees payment to Partyware Pty Ltd the due and punctual observance of all obligations of the Customer to Partyware Pty Ltd including the payment of monies including any past, present and future indebtedness or obligation by the Customer and/or any of us arising from any past/present and /or future dealing with Partyware Pty Ltd and in relation to the credit agreement attached to this guarantee and indemnity.

6. The Guarantor as a separate independent principal obligation indemnifies Partyware Pty Ltd against any and all loss or damage howsoever caused, which arises from (and any reasonable costs, charges or expenses incurred by Partyware Pty Ltd in connection with) any default by the Customer or the Applicant in the performance of all obligations of the Customer to Partyware Pty Ltd.

7. The Guarantor jointly and severally agrees: (a) to pay all monies due and owing to a stake-holder nominated by Partyware Pty Ltd the amount Partyware Pty Ltd certifies is payable (b) that this guarantee and indemnity will remain effective notwithstanding any conduct or event (including any arrangement/and or deed of company arrangement whether or not agreed to by Partyware Pty Ltd) which, but for this clause may have released or varied any obligation of the Customer and/or any of us execute in Partyware 's Pty Ltd favour any later agreement (c) that any payment which is subsequently avoided by any law relating to insolvency will be deemed not to have been paid. (d) that it/they sign both in their personal capacity and as trustee of every trust of which they are/ it is a trustee; and (e) to notify Partyware Pty Ltd within seven days of any change in the Customer's structure, management and/ or position including; (i) any sale or disposition of any part of the business of the Customer; (ii) any change in director, shareholder, management, partnership and or/trusteeship; (iii) any new charge, mortgage and/or any other security given to any supplier and/ or financier; (iv) any involvement in any franchised business in any capacity.

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9. Several Guarantors: If more than one Guarantor is named or intended to sign as guarantor we each agree to be bound and liable for the full amount owed to Partyware

Pty Ltd even if only one Guarantor signs and whether or not any amount is extinguished and/or compromised in any way. Partyware Pty Ltd may make an arrangement and/or compromise with any Guarantor, obtain additional guarantees, indemnities and/or securities from any party and/or release and/or compromise with any of us and/or any other party without affecting the Guarantor's joint and several liabilities to Partyware Pty Ltd.

10. Credit Limit: Any credit limit Partyware Pty Ltd grants or applies to the Customer is at Partyware Pty Ltd's discretion and will not limit the Guarantor(s)'s joint and several liabilities to Partyware Pty Ltd.

11. Acknowledgement of Current Debt: The Guarantors acknowledge that the Customer is indebted to Partyware Pty Ltd in the sum noted below at the date noted below and the Guarantors acknowledge and agree that this guarantee is unlimited.

12. Survival: The liability of the Guarantor under this guarantee will not be released or discharged (in whole or in part) by: (a) any time, concession, waiver or other indulgence being given by Partyware Pty Ltd to the Customer (or any surety) for or in relation to the observance or performance of the Customer's obligations to Partyware Pty Ltd; (b) any variation being made to the Terms and Conditions of Sale or the Thirty Day Credit and Charge Account or the subsequent termination of the trading relationship of the Customer and Partyware Pty Ltd (other than by the Customer (by due exercise of its rights under the Terms and Conditions of Sale or the Thirty Day Credit and Charge Account); (c) any other security or contractual obligations to secure the performance of the Customer's obligations under the Terms and Conditions of Sale or the Thirty Day Credit and Charge Account being or not being taken, held, renewed, varied or enforced by Partyware Pty Ltd or such security being void, defective, informal or unenforceable and (d) the liquidation, administration, bankruptcy, insolvency of the Guarantor or the Customer.

13. Continuing guarantee: The guarantee and indemnity given (a) is a continuing guarantee and indemnity and will remain in force until the whole of the obligations of the Customer have been duly performed and satisfied in full; (b) is irrevocable; and (c) constitutes a separate and independent obligation of the Guarantor.

14. reinstatement: The obligations of the Guarantor will continue to be effective or will be reinstated if at any time any amounts owing by the Customer to Partyware Pty Ltd are avoided or any payment must be replaced or restored, either in whole or in part by the Purchaser for any reason whatsoever and the liability of the Guarantor will extend to any such payment as if that payment had not been made.

15. Warranties: The Guarantor represents and warrants that (a) the Guarantor has full power and authority to enter into this guarantee and indemnity and has taken all necessary action to authorize the execution, delivery and performance of this guarantee and indemnity in accordance with its terms; (b) this guarantee and indemnity constitutes a legal, valid and binding obligation on the Guarantor enforceable in accordance with its terms and (c) the execution, delivery and performance of this guarantee and indemnity by the Guarantor will not violate any provision of any law or regulation or any order or decree of the jurisdiction in which it is incorporated (if relevant) or any encumbrance or other document binding on the Guarantor

GENERAL

The following trading terms and conditions, as amended from time to time ("Trading Terms"), shall apply to all goods sold by Partyware Pty Ltd ABN 33-102-514-232 to its Customers. These trading terms and conditions do not restrict or modify any conditions, warranty, guarantee, right, or remedy implied by the law, which, by the terms of the law cannot be excluded, restricted or modified.

1. Interpretation

In these conditions:

- a. "Company" means Partyware Pty Ltd ABN 33-102-514-232 of 10 University Place Clayton North, Victoria, Australia, 3168
- b. "Customer" means the customer of the goods.
- c. "Goods" means the goods and merchandise supplied by the company from time to time.

2. Application and Variation:

These conditions shall prevail over all conditions of the Customer's order to the extent of any inconsistency, and may only company.

3. Prices:

- 3.1 The prices for the goods shall be the current price charged by the Company at the date of purchase, unless otherwise agreed between the Company and Customer.
- 3.2 The Company may vary any prices prior to delivery with notice to the Customer.

4. Company Quotation: Unless previously withdrawn, the Company's quotation are open for acceptance within the period stated therein or, when no period is so stated, within 60 days after the quotation date. The Company reserves the right to refuse any order.

4.1 All quoted prices are exclusive of Goods and Services Tax (GST) where applicable and the Customer shall pay the GST in addition to the quoted price. 5. Shortage/ Discrepancies: – The Customer waives any claims for shortage or discrepancies of any Goods delivered if a written and detailed claim has not been lodged with the company within 7 days from the date of receipt of the Goods by the Customer.

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6. Delivery

6.1 The Company is not responsible for any loss or damage howsoever caused to the Goods in transit after dispatch from the Company's premises unless the term of delivery states otherwise. All carriers are deemed to be agents of the Customer unless the term of delivery states otherwise.

6.2 Any delivery times made known to the Customer are estimates only and the Company shall not be liable for late delivery or non delivery including any loss, damage howsoever caused, or delay occasioned to the Customer or its customers arising from late or non-delivery of the Goods.

6.3 The goods may be delivered in installments and each delivery shall be regarded as a separate contract.

6.4 The Company may refuse to deliver Goods to the Customer where the Customer is overdue on any payment owing to the Company.

6.5 If the Company is unable to deliver Goods due to any cause beyond its control it may suspend delivery or cancel the Customer's order without incurring any liability for loss or damage howsoever caused suffered by the Customer. The Customer may not cancel or refuse delivery of any suspended order without the prior written consent of the Company.

6.6 The Company may levy any additional freight charges where urgent delivery is requested by the Customer.

6.7 A freight charge is applicable for orders of Goods less than an amount as determined by the Company from time to time and listed in the Company's Schedule of charges issued to the Customer.

7. Payments: The Customer will pay the Company the purchase price of the goods no later than 30 days after the issue of the invoice. It is the Customer's responsibility to ensure that the appropriate funds are delivered by the due date.

7.1 All credit card payments will incur a 1.5% surcharge.

7.2 In the event that the Customer fails to pay the amount due on any invoice within the time specified under clause 7:

- a. the Company will be entitled to charge interest at the rate prescribed by the Penalty Interest Rates Act 1983 on the amount outstanding beginning the first day following the due date of the invoice and continuing until completion of the payment owed; and
- b. the Customer shall indemnify the Company from and against all legal costs and disbursements incurred by the Company in the event that the Company engages a lawyer or debt collector to collect an unpaid debt. In exchange for this indemnity the Company agrees not to engage an agent until 3 weeks after the subject debt falls due.

7.3 Without prejudice to any other remedies the Company may have, if at any time the Customer defaults on its payment obligations under this clause, the Company may suspend or terminate the supply of Goods to the Customer and any other obligations under these Trading Terms. The Company will not be liable to the Customer for any loss or damage howsoever caused that the Customer suffers because the Company has exercised its rights under this clause.

8. Cancellations: No orders may be Cancelled or Goods returned except with the Company's prior written consent and on terms satisfactory to the Company including, without limitations, that the Customer indemnify the Company against all loss howsoever caused suffered by the Company in cancelling an order or returning Goods (as the case may be).

- 9. Recommended retail price:** The recommended retail price published by the Company may change from time to time at the Company's discretion.
- 10. Purchase Money Security Interest (PMSI):**
- 10.1 The Company only grants trade credit to the Customer for any Goods ordered on the basis that the Customer hereby grants a PMSI to the Company pursuant to the Personal Properties Securities Act 2009 (PPSA) in the Goods and the proceeds of any Goods sold.
- 10.2 The Customer hereby acknowledges that an order of Goods under these Trading Terms shall constitute a security agreement pursuant to the PPSA which creates a security interest in favor of the Company in all the Goods previously supplied by the Company to the Customer (if any) and all after acquired Goods supplied by the Company to the Customer (or on the Customer's account) to secure the payment from time to time and at a time of all money owing by the Customer to the Company, including future supplies of Goods on credit and as security for the performance from time to time of Customer's other legal obligations to Supplier.
- 10.3 The Customer must deal with the Goods on a "first in first out" basis at all times.
- 10.4 The Customer will at the Company's request execute any documents and do anything else required by the Company to ensure that the security interests granted under this clause 10 constitute a "perfected security interest" as that term is defined in the PPSA.
- 10.5 In relation to any security interest granted by the Customer arising under this clause 10:
- the Company need not give any notice under the PPSA in relation to any security interest hereby granted unless the notice is required by the PPSA and cannot expressly be excluded;
 - the Customer hereby waives its right under section 157 of the PPSA to receive notice of any verification of the Company's registration of its security interest;
 - the Company need not comply with any of the provisions of the PPSA that would otherwise apply, to the extent that the PPSA permits them to be excluded.
- 10.6 Without prejudice to the Company's other remedies at law, the Company shall be entitled to cancel any order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:
- any money payable to the Company becomes overdue, or in the Company's opinion the Customer will be unable to meet its payments as they fall due; or
 - the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - a receiver, manager, liquidator (provisional or otherwise), trustee in bankruptcy or similar person is appointed in respect of the Customer or any asset of the Customer.
- 11. Company's Warranty and Limitations of Liability:**
- 11.1 The Company warrants that the Goods will be of merchantable quality.
- 11.2 The Company's liability for breach of any warranty specified in this clause or any warranty implied by statute (including any warranty implied by the Australian Consumer Law) is limited to the cost of replacing or repairing the defective Goods.
- 11.3 To the extent allowable under any applicable law, the Customer agrees that the Company is not liable to the Customer (and any third party claiming through the Customer) for any consequential, special or indirect loss or damage of any kind howsoever arising and whether caused by a breach of any applicable warranty, breach of these Trading Terms or from negligence, breach of any statutory duty or other tort or otherwise related to a contract including but not limited to:
- any loss of income, profit, revenue or business opportunity;
 - any loss in the nature of overhead costs;
 - any loss of goodwill or reputation, including without limitation any loss of value of intellectual property; and
 - any damages, liquidated sums or penalties under any other agreement.
16. Governing Law: Any contract to which these Trading Terms apply shall be governed by the laws applicable in Victoria. In the event of a dispute which cannot be resolved by agreement the parties shall submit to the exclusive jurisdiction of the courts of Melbourne, Victoria.
17. Severability: Any provisions of the Trading Terms which are invalid in any jurisdiction are invalid in that jurisdiction to that extent only, without invalidating or affecting the remaining provisions of the Trading Terms or the validity of that provisions in any other jurisdiction.

SIGNING PAGE

By signing below, the parties acknowledge that they are legally bound by the: Application for thirty day charge account and credit agreement; Guarantee and Indemnity; and The Partyware Pty Ltd Terms & Conditions of Sale of Goods AND he /she is duly authorized by the Customer

NAME OF SIGNATORY & TITLE (eg, Director / Secretary)

SIGN & DATE