



Confidential Credit Application Form

Confidential Application for Credit – 14 Day Account

Business Operates as: ☐ Pty Ltd/Ltd Company ☐ Trustee ☐ Sole Trader ☐ Partnership

Business/Company Name: _____

Trading Name: _____

ABN: _____ ACN: _____

Business Address: _____

Postal Address: _____

Business Ph: _____ Mobile: _____

Contact Name: _____ Contact Ph: _____

Email: _____

Email for Invoicing: _____

(If different from standard email address)

Email Disposal Docket? ☐ Yes ☐ No Email Waste Tracking Certificate? ☐ Yes ☐ No

Email for Delivery Dockets: _____

(If different from standard email address)

Bank Acc Name: _____ BSB: _____ Account: _____

Estimated Credit Amount Required per Month: _____

Purchase Order Required? ☐ Yes ☐ No

(Please note customers requiring a purchase order on their invoice MUST send the necessary purchase order in writing via email prior to delivery to chinchilla@WeKando.com.au. NOTE: We cannot accept multiple purchase orders per load.)

Type of waste to dispose: _____

Please list 3 Trade References

Company	Contact Name	Phone Number

Has the Applicant or anyone associated with the Applicant been:

- Bankrupt or used Part X of the Bankruptcy Act? ☐ Yes ☐ No

- Involved with the management or control of a business which has been wound up, had receivers appointed or entered into a scheme for the benefit of the creditors? ☐ Yes ☐ No

If yes, please provide details: _____

Business premises are: ☐ Owned ☐ Leased

If owned, are premises subject to mortgage or charge? ☐ Yes ☐ No

WARNING: THIS IS AN IMPORTANT LEGAL DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.



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CREDIT ACCOUNT TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS FULLY BEFORE SIGNING THIS APPLICATION FORM

1. Definitions

In this document:

- (a) **"Credit Limit"** means the amount of \$50,000 or as varied and notified to Customer from time to time
- (b) **"Customer"** means the party making this application for credit.
- (c) **"Goods"** means those goods and services supplied by the Supplier to the Customer.
- (d) **"Guarantor"** means those parties who are guaranteeing the Customer's payment of credit granted by the Supplier and who sign the guarantee and indemnity annexed to this document.
- (e) **"Interest Rate"** means 1.5% per month or as varied and notified to Customer from time to time.
- (f) **"PPSA"** means the *Personal Property Securities Act 2009* (Cth);
- (g) **"Supplier"** means We Kando Pty Ltd or any of its related bodies corporate (as defined by the *Corporations Act 2001* (Cth)) or assigns from whom Goods are purchased.
- (h) the terms **"personal property"** and **"security interest"** have the respective meanings given to them under, or in the context of, the PPSA.

2. ACCEPTANCE

- 2.1 In consideration of the granting of credit facilities by the Supplier to the Customer pursuant to this application the Customer agrees with the Supplier that all orders placed by the Customer with the Supplier shall be deemed to be subject to the Terms and Conditions herein and further agrees that these are the only terms and conditions on which orders are accepted by the Supplier.
- 2.2 The Customer acknowledges that: -
 - (a) except as implied by law, the Supplier has not made any warranties in relation to the Goods;
 - (b) the Customer has not relied in any way on the Supplier's skill or judgment;
 - (c) the Customer has previously examined the quotation provided by the Supplier and has satisfied itself as to the extent and quality of fitness of the Goods for the purposes to which the Customer intends to put the Goods to use.
- 2.3 In the event that the Customer is a company, the signatories who signed this contract on behalf of the Customer had the actual authority to bind the respective company in respect of the Terms and Conditions herein pursuant to section 126(1) of the *Corporations Act 2001* (Cth).

3. EXCLUSION AND INDEMNITY

- 3.1 Despite anything contained in the Terms and Conditions herein, if, due to the provisions of the *Competition and Consumer Act 2010* (Cth), the *Fair Trading Act 1989* (Qld) and/or the *Sale of Goods Act 1986* (Qld), warranties are implied into the Terms and Conditions herein, then the Customer shall have the full benefit thereby only to the extent to which those warranties are applicable to the Terms and Conditions herein and may not be excluded from it, and any and all other warranties are hereby expressly negated and excluded and to the extent

that the aforementioned Acts permit the Supplier to limit its liability for a breach of any such warranty, the Supplier's liability is limited, at the discretion of the Supplier to:

- (a) the repair of such Goods; or
 - (b) the cost of replacing the Goods or acquiring equivalent Goods; or
 - (c) the payment of the cost of having the Goods repaired.
- 3.2 To the greatest extent possible under law, the Supplier shall not be liable for and the Customer hereby releases, discharges and forever holds harmless the Supplier with respect to any and all causes of action, claims (including but not limited to claims for legal costs and consequential or economic loss), demands, actions, suits or proceedings of whatsoever nature whether by virtue of the operation of the law of contracts, law of tort including but not limited to the law of negligence, statute or otherwise and accordingly the Customer hereby waives any and all rights it may have against the Supplier arising out of the aforesaid.
 - 3.3 The Customer agrees that clause 3.2 hereof may be pleaded by the Supplier as a bar to any actions commenced or taken at any time by the Customer or Director Guarantors against the Supplier with respect to or in any way connected with the Goods and the Terms and Conditions herein.

4. SECURITY INTEREST, CHARGES AND POWER OF ATTORNEY

- 4.1 As security for the due and punctual payment of all monies owed to the Supplier, the Customer grants to the Supplier a security interest over all the Customer's personal property.
- 4.2 For the purposes of section 19(2) of the PPSA, the Customer:
 - (a) warrants that the Customer has rights in the personal property, or the power to transfer rights in the personal property, to the Supplier;
 - (b) acknowledges that the Supplier has given value for its security interest in the personal property, including by its providing or continuing to make available any financial accommodation to the Customer.
- 4.3 For the purposes of section 20(2)(b)(ii) of the PPSA, the Customer acknowledges that the security interest over the personal property is taken in all of the Customer's present and after acquired property.
- 4.4 The Customer must not do or permit anything to be done that may result in the security interests granted to the Supplier ranking in priority behind any other security interest.
- 4.5 The Customer agrees that sections 95, 130, 132(3)(d), 132(4), 135 and 143 of the PPSA will have no application to the agreement between the Supplier and the Customer in respect of the Terms and Conditions herein and the Customer waives all its rights under section 157 of the PPSA to receive a notice under that section.
- 4.6 The Customer charges in favour of the Supplier all of its estate and interest in any real property that the

Customer owns at present and in the future with the amount of its indebtedness hereunder until discharged and grants the Supplier the right to place a caveat in favour of the Supplier over all such property. Such registration of a caveat by the Supplier over the Customer(s) property or properties shall not be challenged by the Customer in any way whatsoever, and the Customer agrees not to take any steps in filing a "Lapsing Notice" via the Land Titles Office to have the Caveat removed, until such time that the Customer has paid all monies owing by it to the Supplier.

- 4.7 The Customer agrees to execute all documents and do all acts, matters and things which the Supplier reasonably requires to more effectively secure its rights pursuant to the security interest created under this agreement.
- 4.8 The Customer appoints as its duly constituted attorney the Supplier's authorised representative from time to time to execute in the Customer's name and as the Customer's act and deed any real property mortgage or consent to any caveat which the Supplier may choose to lodge against real property that the Customer may own in any Land Titles Office in any State or Territory of Australia, even though the Customer may not have defaulted in carrying out its obligations hereunder.
- 4.9 Where the Customer has previously entered into an agreement with the Supplier by which the Customer has granted a charge, mortgage or other security over real or personal property, those charges, mortgages or other security interests will continue and co-exist with the obligations and security interests created in this agreement. The Supplier may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

5. PURCHASE PRICE

- 5.1 The Supplier may at its discretion vary the price for all or any part of the Goods to be supplied under the order and charge the current price ruling at the time of delivery.

6. WASTE

- 6.1 The Customer shall disclose the exact nature and composition of all Waste delivered to the Supplier for processing, and shall provide all necessary information and documentation relating to the Waste, in addition to any documentation requested by the Supplier. The Customer warrants that the information given shall be true and correct, and shall comply with all EHP and other regulatory requirements.
- 6.2 The Customer acknowledges that if, at the time of receiving the Waste, the Waste is not as that which was described by the Customer at the time of quotation, then the Supplier reserves the right to refuse to receive the Waste.
- 6.3 The Customer, or any employee of the Customer, while on the supplier premises, shall follow all procedures and instructions given by the Supplier, and the Customer warrants that any employee of the Customer who delivers Waste to the Supplier's premises has been suitably trained and is qualified to transport and handle the waste.

- 6.4 The Customer shall be solely liable for, and hereby indemnifies the Supplier against, all loss or damage that is incurred due to the Customer not complying with any part of this clause 6 (Including, without limitation, failure by the Customer to disclose the exact nature and composition of the Waste). The Supplier's limitation of liability shall include all actions, proceedings, claims, demands, liabilities, either express or implied, and all costs, losses, losses of profit, damages and expenses whatsoever which may be taken against the Supplier or incurred or become payable by the Supplier, and shall apply even if the Waste has been converted into goods.

7. CREDIT LIMIT

- 7.1 Unless otherwise varied and confirmed in writing by the Supplier to the Customer the maximum monthly credit limit available to the Customer shall be the Credit Limit.
- 7.2 Notwithstanding clause 7.1 the Supplier's approval of this application does not require the Supplier to extend to the Customer any particular amount of credit.

8. TERMS OF ACCOUNT

- 8.1 Invoices must be paid by no later than 14 days after the date of the invoice ("Due Date").
- 8.2 Any invoice not paid by the Due Date will incur interest calculated at the Interest Rate, compounding monthly, from the Due Date.
- 8.3 If the Customer fails to pay an invoice in full by the Due Date, the Supplier may, in its sole discretion, place the Customer's account on hold, by, without limitation, delaying delivery of Goods ordered by the Customer but which have not yet been supplied.
- 8.4 All payments must be forwarded to the Supplier direct, or where prior arrangements have been made, to the Supplier's bank.
- 8.5 In the event that there are insufficient funds to meet any cheque drawn by the Customer in favour of the Supplier, the Customer will be liable to pay any and all dishonour fees imposed upon the Supplier.
- 8.6 Bills of exchange and cheques are accepted as payment subject to clearance.
- 8.7 All previously agreed discounts, rebates or sales and freight allowance, retrospectively become inoperative if full payment of an invoice has not been received by the Due Date, or if legal proceedings are necessary to recover the debt or if bankruptcy or liquidation proceedings are commenced by any person against the Customer.
- 8.8 The Supplier may at any time and without assigning any reason, refuse to extend any further credit to the Customer and thereafter the account may at the Supplier's sole discretion revert to a cash on delivery account.
- 8.9 The Customer must advise the Supplier in writing of any changes in its business structure as shown in this application within two (2) business days of such change occurring. The person or entity, shown in the Supplier's records as the Customer, remains liable to the Supplier for Goods supplied until the Supplier has accepted a fresh credit application from the person or entity operating the new business structure.



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8.10 Should the Customer breach any of the Terms and Conditions herein and should collection and/or legal action need to be taken by the Supplier for the recovery of any monies owing to the Supplier by the Customer, the Customer agrees that the Supplier is entitled to recover as liquidated and ascertained damages an amount equal to the sum of the following:

- (a) any amount of money due and owing to the Supplier by the Customer; and
- (b) interest on such unpaid monies at the Interest Rate compounding monthly on all outstanding balances; and
- (c) all costs and expenses incurred by the Supplier, including legal fees on a full indemnity basis in:
 - (i) obtaining or attempting to obtain payment of such unpaid money; and
 - (ii) otherwise enforcing the Terms and Conditions herein.

8.11 Any supply of Goods by the Customer to the Supplier shall be deemed to be made in and according to the laws of Queensland, irrespective of from where the Goods are supplied, and the Customer and Supplier agree that any dispute is to be heard in the jurisdiction of the Brisbane District Court.

8.12 If you fail to observe any of the above terms, or you have made a misrepresentation to the Supplier or given information which is untrue, credit facilities may be withdrawn and all charges made to your account will become due immediately.

9. DELIVERY

9.1 The Supplier will make every effort to effect delivery of Goods ordered by the Customer but to the greatest extent possible under law the Supplier will not be liable for loss or damage (including consequential and / or economic loss) to the Customer caused by delay in delivery.

9.2 If delivery of any Goods ordered by the Customer cannot be effected by the Supplier for an extended period of time due to circumstances beyond the Supplier's control, the Supplier may in writing to the Customer refuse to provide the Goods so ordered without being liable for loss or damage (including consequential and/or economic loss) to the Customer caused by the Supplier's refusal and it is agreed that this right applies notwithstanding that the Supplier may have delivered only part of an order at the relevant time.

10. FORCE MAJEURE

10.1 The Supplier shall not be liable for loss or damage occasioned by any circumstances beyond its control such as act of God, fire, accident, strike or lockout, riots, acts of civil or military authority whether foreign or domestic or delays by carriers.

11. DEFAULT

11.1 Upon the appointment of an Administrator, Receiver, Receiver and Manager, Liquidator or Trustee in Bankruptcy to the Customer or upon a breach of any of these Terms and Conditions by the Customer, including failure to pay an invoice by the Due Date ("Default"), the Supplier may inter alia retain all monies paid, cease further deliveries, recover from the Customer all costs associated with the Default (including, without limitation, any debt collection costs and commissions) and any loss of profits arising from the Default and/or at the Supplier's election take immediate possession of Goods not paid for without prejudice to any other rights the Supplier may have and without the Supplier being liable in any way to any person.

12. DISPUTES

12.1 The Customer agrees to pay into an interest-bearing trust account in the joint names of the Supplier and the Customer any amount claimed by the Supplier as a condition precedent to any dispute by the Customer of any such claim on the basis that upon resolution of the dispute the trust fund and any interest shall be dispersed according to the resolution. This clause shall operate as a bar to any defence or claim by the Customer until fully complied with.

13. SEVERABILITY

13.1 Any part of these Terms and Conditions being a whole or part of a clause shall be capable of severance without affecting any other part of these Terms and Conditions.

14. PRIVACY DISCLOSURE AND CONSENT

14.1 The Customer acknowledges that it has read and agrees to the Privacy Collection Notice and Authorisation annexed to this document.

14.2 The Customer acknowledges that it has had the opportunity to view the Supplier's privacy policy online at www.wekando.com.au prior to signing this application.



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CREDIT ACCOUNT TERMS AND CONDITIONS (CONTINUED)

PLEASE READ THE TERMS AND CONDITIONS FULLY BEFORE SIGNING THIS APPLICATION FORM

APPLICANT SIGNATURE/S

Application is hereby made for a credit account. I/We agree to be bound by the above terms, I acknowledge that the Supplier might in future acquire additional subsidiaries, which may supply Goods to me on credit, and I agree that the above terms will apply to the purchase of those Goods.

ALL DIRECTORS, SOLE TRADERS AND BUSINESS PARTNERS SIGN BELOW

(1) SIGNED BY

Signature: _____

Print Name: _____

Date: _____

(2) SIGNED BY

Signature: _____

Print Name: _____

Date: _____

(3) SIGNED BY

Signature: _____

Print Name: _____

Date: _____

(4) SIGNED BY

Signature: _____

Print Name: _____

Date: _____

INDEPENDENT WITNESS SIGN BELOW (Not Spouses or Family Members, Directors or Shareholders)

(1) WITNESSED BY

Signature: _____

Print Name: _____

Date: _____

(2) WITNESSED BY

Signature: _____

Print Name: _____

Date: _____

(3) WITNESSED BY

Signature: _____

Print Name: _____

Date: _____

(4) WITNESSED BY

Signature: _____

Print Name: _____

Date: _____

Please either post or scan and email completed form to admin@WeKando.com.au

Our bank details are as follows:

Bank	Suncorp
Branch	Caboolture
BSB	484-799
Account	502 650 568
Account Name	We Kando Pty Ltd



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DIRECTORS' GUARANTEE AND INDEMNITY

DIRECTOR'S NAMES:	1. 2.
RESIDENTIAL ADDRESSES:	1. 2.

In consideration of the Supplier agreeing to extend credit facilities pursuant to the Terms and Conditions herein to the Customer, I/we, the Directors whose signatures appear herein, jointly and severally, personally and unconditionally guarantee the:

- (a) punctual payment of all monies owed by the Customer to the Supplier pursuant to the Credit Terms and Conditions; and
- (b) performance and observance by the Customer of all of the Terms and Conditions herein.

This shall be a continuing guarantee for the whole of the Customer's indebtedness or liability in respect of the Goods provided to the Customer by the Supplier pursuant the Terms and Conditions herein.

No extension of time or other indulgence granted to the Customer by the Supplier or to me/us will operate to affect or modify any of my/our obligations or covenants under this guarantee and indemnity.

I/we covenant and agree to indemnify and keep indemnified the Supplier from and against all and any loss, damage, cost, charge or expense or other liability, however incurred, by the Customer in connection with or in consequence of or arising out of any breach or default or attempted breach or default by the Customer of any of its obligations. I/we acknowledge that this indemnity is a separate and distinct and principal obligation of us as guarantor and will not be construed otherwise.

I/we will pay any money due to the Supplier by reason of the indemnity on demand, including all costs associated with collection of payments such as legal fees and any late payment charges.

My/our liability under this guarantee and indemnity will not be affected by the Customer's insolvency or bankruptcy.

The guarantee and indemnity may be enforced against me/us without the Supplier first being required to exhaust any remedy it may have against the Customer in respect of monies owed pursuant to the Terms and Conditions herein.

This guarantee shall bind each of the Director signatories notwithstanding that all of the listed Directors have not signed.

This guarantee and indemnity is in addition to, and independent of, and will not affect, or be affected by, any other or further security or guarantee held, or taken by, the Supplier now, or after the commencement of the application of these Terms and Conditions with respect to the Customer (Commencement Date), or by any loss or release by the Supplier of any other collateral or other security or guarantee, or by the Supplier failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the money hereby guaranteed or by any mistake on the Supplier's part.

Until the Supplier has received in full all money now or after the date of these Terms and Conditions to become owing or payable to the Supplier by the Customer, I/we are not entitled on any ground to claim the benefit of any security now or after the Commencement Date held by the Supplier for the payment of the money or obligations guaranteed, or either directly or indirectly to claim or receive the benefit of any dividend or payment in the winding up or bankruptcy of the Customer.

If the Customer is bankrupt or is wound up, I/we are not entitled to prove or claim in the bankruptcy or winding up in competition with the Supplier so as to diminish any dividend or payment which but for such



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proof the Supplier would be entitled to receive in such bankruptcy or winding up, and the receipt of any dividend or other payment which the Supplier may receive in such bankruptcy or winding up will not prejudice or affect the Supplier's right to recover from me/us the money hereby guaranteed.

I/we agree and declare that all or any sums of money which may not be recoverable from me/us pursuant to the guarantee whether by reason of any legal limitation, disability or incapacity on or of the Customer or any other fact or circumstance and whether known to the Supplier or not will nevertheless be recoverable from me/us as sole or principal debtor in respect thereof and will be paid by me/us on demand.

I/we agree that the Supplier may register on the Personal Property Securities Register a security interest over all of my/our personal property within the meaning of the *Personal Property Securities Act 2009* (Cth) ("PPSA") ("Personal Property").

For the purposes of section 19(2) of the PPSA, I/we:

- (a) warrant that I/we have rights in the Personal Property, or the power to transfer rights in the Personal Property, to the Supplier; and
- (b) acknowledge that the Supplier has given value for its security interest in the Personal Property, including by its providing or continuing to make available any financial accommodation to the Customer.

For the purposes of section 20(2)(b)(ii) of the PPSA, I/we acknowledge that the security interest over the Personal Property is taken in all of my/our present and after acquired property.

I/we agree to execute all documents and do all acts, matters and things which the Supplier reasonably requires to more effectively secure its rights pursuant to the security interest created under this guarantee and indemnity.

I/we agree that sections 95, 130, 132(3)(d), 132(4), 135 and 143 of the PPSA will have no application to this guarantee and indemnity and I/we waive my/our rights under section 157 of the PPSA to receive a notice under that section.

As further security for payment to the Supplier of all monies payable by the Customer, I/we grant to the Supplier the right to place a caveat in favour of the Supplier over any and all of my/our interest in freehold and leasehold property both current and later acquired.

I/we have obtained independent legal advice regarding the obligations imposed upon me/us under this guarantee and indemnity.

I/we have freely and with full knowledge of the obligations imposed upon me/us herein agreed to provide this personal guarantee.

The law applicable to this guarantee and indemnity is the law of the State of Queensland and I/we agree that any proceedings under this guarantee and indemnity can at the option of the Supplier to be instituted, heard and determined in a court of competent jurisdiction in Brisbane provided such court possesses the territorial jurisdiction to hear and determine such proceedings.

I/we are deemed to unconditionally sign, seal and deliver this guarantee and indemnity as a deed, with the intention of being immediately legally bound by its terms.

DIRECTOR'S NAME:	1.	2.
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SIGNED:	1.	2.
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DATE:	1.	2.
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Privacy Collection Notice and Authorisation *Privacy Act 1988 (Cth) ("Privacy Act")*

To enable the Supplier to assess the credit application or to review any existing credit, the Customer and Guarantors authorise the Supplier to obtain from a credit reporting body, credit reporting information about the:

1. Customer, for the purpose of assessing an application for consumer credit made by the Customer to the Supplier or collecting payments that are overdue in relation to the consumer credit provided by the Supplier to the Customer (Item 1 of the table in section 20F(1) Privacy Act);
2. Customer, for the purpose of assessing an application for commercial credit made by the Customer to the Supplier or collecting payments that are overdue in relation to commercial credit provided by the Supplier to the Customer (Item 2 of the table in section 20F(1) Privacy Act); and
3. Guarantor, for the purpose of assessing whether to accept the Guarantor as a guarantor in relation to credit either provided by the Supplier or for which an application has been made to the Supplier (Item 3 of the table in section 20F(1) Privacy Act).

The Supplier has informed the Customer and the Guarantor that it may give certain personal information about the Customer or the Guarantor to a credit reporting body (Section 21D Privacy Act). This information includes:

1. the fact that application for credit has been made;
2. the fact that the Supplier is a credit provider to the Customer;
3. the repayment history of the Customer;
4. payments which become overdue more than 60 days and where the Supplier has provided the requisite disclosure notice;
5. advice that payments are no longer overdue;
6. in specified circumstances, that in the opinion of the Supplier, the Customer has committed a serious credit Infringement; and
7. that the credit provided to the Customer by the Supplier has been discharged.

For the purposes of sections 21J through to 21N of the Privacy Act, the Customer and the Guarantor authorise the Supplier to:

1. use, disclose or exchange with other credit providers and other related bodies corporate of the Supplier, information about the Customer or the Guarantor's credit arrangements in order to assess this application for credit, monitor credit worthiness and collect overdue accounts; and
2. disclose the contents of any credit report on the Customer or the Guarantor to the Supplier and other related bodies corporate of the Supplier, and any of their solicitors and mercantile agents.

Signed by Authorising
Customer

Position

Name (please print)

Dated

Signed by Authorising
Guarantor

Position

Name (please print)

Dated