



SUBJECT: Account Application

Dear Sir/Madam,

Thank you for requesting an Account Application form from Rojone Pty. Limited.

Please complete the form's questions in full.

It is extremely important that you read the entire document, Terms and Conditions of Sale, and the Deed of Guarantee and Indemnity.

It is recommended as a matter of company policy that you obtain legal advice before signing this document.

On completion of this application, please fax or mail to;

Administration Manager
Rojone Pty. Limited
61 Aero Road,
Ingleburn NSW 2565
Fax: 02 9605 8812

Your application will be reviewed immediately, and notification will be provided in writing within 14 working days.

Sincere regards,

Livia Grabowski
Managing Director
Rojone Pty. Limited

ROJONE Pty. Limited – Credit Application Form



Thank you for your request to establish credit trading facilities with Rojone P/L. Please complete the following application & return the entire document to Rojone P/L for processing (fax 02 9605 8812).

Application Date: _____

Registered Company Name ("the Applicant/Purchaser"): _____

Trading Name (if applicable): _____

A.B.N or Company Rego No: _____ Year Started Trading: _____

Registered Business Address: _____

Postal Address: _____

Delivery Address: _____

Phone No: _____ Fax No: _____

Web Address: _____

Type of Business: _____

Banker's Name: _____ Branch: _____

Director (1) Name: _____

Address: _____

Director (2) Name: _____

Address: _____

Accounts Payable Contact Name: _____ Phone No: _____

Accounts Payable Email: _____

Trade References

1. Company Name: _____

Contact Person: _____ Fax No: _____ Ph No: _____

(office use _____)

2. Company Name: _____

Contact Person: _____ Fax No: _____ Ph No: _____

(office use _____)

3. Company Name: _____

Contact Person: _____ Fax No: _____ Ph No: _____

(office use _____)

In supplying the above trade references, you hereby authorize Rojone P/L to make enquiries as to your financial trading history with these firms.

TERMS AND CONDITIONS OF SALE

- **GENERAL:** The quotation and proposal including any technical data contained therein, is furnished by Rojone Pty. Limited hereinafter called Seller, solely for the exclusive use of the Purchaser and on the condition that the information contained therein will not be distributed to any other party by the Purchaser. Further more, the Seller hereby reserves the right not to disclose to the Purchaser any technical data developed exclusively at the Seller's expense, either in conjunction with the proposed work or with any other prior contract.
- **PRICES:** All prices are F.O.B. Ingleburn NSW Sydney Australia, are subject to change without notice at any time prior to formal acknowledgement of order by seller. These prices supersede all previous prices. Prices do not include taxes, freight, or insurance, unless otherwise stated on our quotations.
- **TAXES:** Any tax, duty, or other charges now or hereafter levied upon the sale, use, or shipment of material and equipment ordered or sold is not included in Seller's price and will be charged to and paid for by the Purchaser.
- **DELIVERY:** Shipment date is estimated and is subject to change due to causes not under the Seller's control, including but not limited to strikes and other labor difficulties, material shortages, fires, accidents, orders or requests of government authorities and delays of subcontractors. Seller shall have no liability for loss or damage resulting from delay in a scheduled delivery. In no circumstance shall Seller have any liability for loss of use or for any incidental or consequential damages due to change of delivery schedule.

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- **ACCEPTANCE:** Acceptance of this offer is expressly limited to the exact terms contained herein. If Purchaser's order form is used for acceptance of this order it is expressly understood and agreed that the terms and conditions of such order form shall not apply unless agreed to by the seller in writing.
- **CANCELLATION/TERMINATION:** Purchase order may be terminated or cancelled by Purchaser only with the express consent of Seller. Purchaser shall pay Seller's the actual costs and expenses for work in process and materials committed and a reasonable profit thereon. Seller may cancel purchase order without penalty. If purchaser fails to comply with terms and conditions of order or becomes bankrupt or insolvent, Seller assumes no responsibility for cost of reprourement by Purchaser.
- **WARRANTY:** Seller warrants each of its products to be free from defects in materials and workmanship. The limit of liability under this warranty is to repair or replace any products or parts thereof which shall within one year after delivery to the original user be returned, shipping costs prepaid and insured and insured, to Seller, and which shall have been found to be defective upon examination by Seller. This warranty shall be limited to the repair or replacement of Seller's products and shall not extend to any incidental or consequential damages there from. Disassembly of any product by anyone other than an authorized representative of the Seller voids the obligations to repair or replace any products so disassembled. In addition, Seller assumes no responsibility for goods returned without Seller's written authorization.
- **LIMITATION OF LIABILITY:** In no event shall Seller or its suppliers be liable the Purchaser or any third party in contract, lot (including negligence), warranty or otherwise for any special, indirect, incidental, or consequential damages. Seller's liability will be limited to repair, replacement, or issuance of a credit for the purchase price at the Seller's option. Purchaser agrees to indemnify Seller for all costs in connection with such claims. The remedies of Purchaser set forth in this order shall be exclusive.
- **RISK OF LOSS OR DAMAGE:** Risk or loss of, or damages to, the furnished equipment, or any other portion thereof, from any cause whatever shall pass to the Purchaser upon delivery of the equipment or any portion thereof, to the carrier F.O.B. point of shipment. Seller shall not be responsible for loss or damage, including loss or damage in transit, when the risk lies with the Seller, unless the delivered equipment is checked against the bill of loading and Seller's shipping list immediately upon arrival and any claims are promptly reported in writing ten (10) days of receipt of goods.
- **TERMS OF PAYMENTS:** The terms of payment are net thirty (30) days after each shipment. Partial shipments may be made at Seller's option and each such shipment is subject to immediate invoicing. Ownership goods delivered shall pass from the Vendor to the Purchaser when Vendor has received payment in full. If payment is not made within 14 days of final notice in writing, the Vendor shall, without prejudice to any other remedies, be entitled to enter the premises where the goods are situated and re-take possession of the goods. Until such time as payment is full has been received by the Vendor, the Purchaser shall be in fiduciary relationship with the Vendor and shall be a bailee only of the goods.
- **INSPECTION:** Inspections and/or tests to be witnessed by Purchaser or its designated Representative(s) shall be specified at time of order placement. If no inspections are specified, Seller may proceed with tests and/or shipment in accordance with Seller's standard practices. Seller does not assume costs for disassembly for inspection purposes should the Purchaser's inspector not arrive within the specified testing time.

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- **DRAWINGS AND PROCEDURES:** The Purchaser shall promptly furnish Seller with all data that has been reviewed for full operating conditions, information, instructions, procedures, and drawings requisite to the execution to the order requirements. Seller shall furnish purchaser the outlining drawings only for the products as necessary. The above mentioned documents shall be furnished in accordance with the order requirements. Where required, Purchaser shall promptly return one (1) set of those documents marked with his approval.
- **EXCHANGE:** For imported products quotation is based on the exchange rate ruling at the date tender, any variations will be to your account.
- **RETURN OF GOODS:** Under No circumstances will indent or non-standard stock items be accepted back for credit. Standard stock items will be accepted back for credit only if prior arrangements are made within seven days of delivery & we reserve the right to impose restocking fee.
- **VALIDITY:** Quotations are open for acceptance for 60 days, after which time they are subject to written confirmation, unless otherwise stated or our formal quotation.
- **MINIMUM QUANTITIES:** minimum selling quantities or selling values apply to some products & we shall not be bound to sell in lesser or broken lots. We also reserve the right to apply a service surcharge for low value orders.

**** All goods remain the property of ROJONE Pty. Limited until paid for in full ****

In requesting credit facilities, I/We hereby agree to maintain the account on the basis of, payment in full within the approved credit terms. I/We hereby acknowledge that I/We have read and accept unconditionally the "Terms and Conditions of Sale" set out in the attachment to this credit application.

Signature of Applicant: _____ Date _____

Position (please circle): Owner / Director / Company Secretary / Other – please specify

Signature of Witness: _____ Date _____

Position of Witness: _____

Office Use Only

Date Application Received _____ By Mail / Fax / Email (circle appropriate)

Reviewed/Approved by _____ Date _____

Approval Letter Sent _____ Express Post (affix sticker) _____

Account No. Assigned _____

Credit Stop after 60 / 90 / 120 days overdue (circle appropriate)

Comments _____

DEED OF GUARANTEE AND INDEMNITY

TO: Rojone Pty. Limited A.C.N. 002 691 241 ("Rojone")

Whereas in consideration of Rojone agreeing to supply, at the request of, the Company which is named as "the Applicant" on the credit application annexed hereto ("the Customer") with goods and services from time to time, I/We the undersigned ("the Guarantor") HEREBY (if more than one, jointly and severally) agree with Rojone as follows:

1. To Guarantee and to be answerable to Rojone for the due payment by the Customer of all guaranteed monies now or from time to time hereafter owing to or unpaid to Rojone on any account or any matter whatsoever by the Customer either directly or indirectly and either alone or jointly with any other person firm and/or corporation, and in addition as a separate debt and without limiting the generality of the foregoing any interest accruing on any monies owing or unpaid and legal costs and disbursements incurred by Rojone in enforcing payment by the Customer of any such monies.
2. This Guarantee shall constitute a continuing Guarantee to Rojone for all guaranteed monies which are now or may from time to time be owing or remain unpaid and shall not be affected by:
 - 2.1 Any variation or novation of the agreement between Rojone and the customer or any other changes to the terms of such agreement, including an extension to the credit limit (if there is such a limit) applied for by the Customer and approved by Rojone (at the request of the Customer) from time to time and any such variation or novation of the agreement shall also include any time that the credit limit (if there is such a limit) is exceeded by the Customer without approval by Rojone.
 - 2.2 The winding-up of the Customer or the entry by the Customer into a Deed of Company Arrangement whereby any debt due and owing by the Customer to Rojone is extinguished or otherwise not recoverable;
 - 2.3 Any time or other indulgence granted by Rojone to the Customer or by any arrangement entered into whereby Rojone's rights are in any way modified or abrogated and no notice of the granting of any time or indulgence or of the entering into any arrangement need be given to the Guarantor;
 - 2.4 Termination of the agreement between Rojone and the Customer for the provision of credit on account of the Customer failing to inform Rojone of any changes in ownership of the Customer's business, share holding or control in which event the Guarantor agrees to Guarantee all monies due and owing by any third party to Rojone as a result of the continuance of supply of goods and services to the Customer or the third party under the Customer's account until notification of such changes have been given to Rojone and a new written agreement for the provision of credit has been entered into with the third party (including a Guarantee and Indemnity in the same terms as set out herein or as varied by agreement);
 - 2.5 The payment by the Customer of monies to Rojone which are rendered void pursuant to the laws relating to liquidation or administration of companies and no release, settlement or discharge which may have been give or made on the faith of such payment shall affect Rojone's right to recover such monies from the Guarantor;
 - 2.6 Any legal limitation, disability or incapacity of the Customer or any other circumstances whatsoever and any monies may be recoverable from the Guarantor as principal debtor.
3. The Guarantor hereby indemnifies Rojone in respect of all amounts payable by the Customer to Rojone on account of goods and/or services supplied by Rojone to the Customer, and all costs and interest which the Customer may be required to pay Rojone, and the indemnity hereby given is a separate covenant and shall not be affected by the appointment by the Customer of an administrator, receiver or liquidator under the provision of the corporations law or any Deed of Company Arrangement entered into by the Customer.
4. The Guarantor shall be liable to Rojone for all legal costs (on an indemnity basis) and the costs of any mercantile agents in respect of proceedings for recovery under this Guarantee.

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- 5. It is expressly declared that notwithstanding the fact that this Deed of Guarantee and indemnity may be intended or expressed to be executed and given by more than one person, the same shall in fact be a valid and effectual Guarantee binding against such person or persons as shall execute the same forthwith upon their execution thereof and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute same.
- 6. The Guarantee and the construction and interpretation of it shall be governed by the laws of the State of New South Wales in force for the time being and from time to time, and the parties to this Deed of Guarantee and Indemnity irrevocably submit unconditionally to the jurisdiction of the courts of Sydney in the Sate of New South Wales in respect of all claims, proceeding and matters arising out of or in respect to this Deed of Guarantee and Indemnity
- 7. In this Guarantee, unless the context otherwise requires, the singular includes the plural and vice versa, any gender includes each of the other genders, and words importing persons included firms, unincorporated bodies and corporations.

Important Notice: I/We am/are aware and acknowledge that I/We have carefully read and understood this document along with the documents titled "Credit Application" and "Terms and Conditions of Sale". I/We acknowledge that I/We have been given an opportunity to get independent legal advice concerning this document and that Rojone has recommended that I/We obtain independent legal advice. I/We acknowledge that by signing this document, I/We could be personally liable to Rojone.

SIGNED, SEALED AND DELIVERED THIS _____ day of _____ 200_____

_____ Signature of Guarantor	_____ Signature of Witness
_____ Print Full Name	_____ Print Full Name
_____ Address	_____ Address
_____	_____

_____ Signature of Director of Rojone Pty Limited A.C.N. 002 961 241	_____ Signature of Witness
_____ Print Full Name	_____ Print Full Name
_____ Address	_____ Address
_____	_____