A2Z GLOBAL

Trade Credit Account Application

A2Z Global Group Pty Ltd | ABN 89 646 408 148 | Victoria, Australia | sales@a2zglobalgroup.com | +61 481 830 062 | www.a2zglobalgroup.com

How to complete and return this application

You can type directly into this form, then print it. The Terms and Conditions of Trade form part of this application and are signed together as a single document. If you need to provide more information than the fields allow, attach it on a separate sheet. Print the completed application, sign where indicated in ink, then scan and email a copy to sales@a2zglobalgroup.com and post the signed original to A2Z Global Group Pty Ltd, Victoria, Australia. A credit account is established only after all documents are complete and credit and reference checks are satisfactory. We will notify you of the outcome. Completing or returning this application does not mean an account has been approved or established.

Privacy & Credit Information Collection Statement

A2Z Global Group Pty Ltd (ABN 89 646 408 148) collects the personal and credit information in this form to verify identity, assess this credit application, manage the account and recover debts. We may exchange this information with credit-reporting bodies, trade referees, your bank and other credit providers. If it is not provided, we may be unable to assess or grant credit. We handle personal information in accordance with the Privacy Act 1988 (Cth) and our Privacy Policy (available on request). You may request access to, or correction of, your information by contacting sales@a2zglobalgroup.com. See clause 14 of the Terms.

1. Applicant / Business Details

Trading name	Legal / entity name

ABN / ACN	Entity type	Date established

Industry

Business / street address

Postal address (if different)

2. Directors / Proprietors

Details of the directors, partners or proprietors of the applicant. Required for credit assessment and the personal guarantee.
Privacy: personal information collected here, including dates of birth and driver licence numbers, is used only to verify identity and assess creditworthiness. It is stored securely, accessed only by authorised personnel, is not disclosed except to credit-reporting bodies or as permitted by the Privacy Act 1988 (Cth), and is retained only for as long as necessary. See clause 14.

Director / Proprietor 1

Full name	Position	Date of birth	Driver licence no.

Phone / mobile	Email

Residential address

Director / Proprietor 2

Full name	Position	Date of birth	Driver licence no.

Phone / mobile

Email

Residential address

3. Contact Details

Primary contact

Name | Title | Email | Phone / mobile

Purchasing contact

Name | Title | Email | Phone

Accounts payable contact

Name | Title | Email | Phone

4. Credit Requested

Credit limit requested (AUD)

Estimated monthly spend (AUD)

Requested account terms (7 / 14 / 21 / 30 days)

5. Trade References

Please provide three trade references we can contact to verify your credit history. Freight, transport and courier suppliers cannot be accepted as trade references.

Reference 1

Company | Contact name | Phone | Email

Reference 2

Company | Contact name | Phone | Email

Reference 3

Company | Contact name | Phone | Email

6. Bank Details (bank reference)

Bank name | Branch | Account name

BSB | Account number | Bank contact / manager

7. Terms & Conditions of Trade

These Terms and Conditions of Trade ("Terms") govern the supply of goods and/or services by A2Z Global Group Pty Ltd (ABN 89 646 408 148), of Victoria, Australia ("the Company", "we", "us", "our") to the applicant ("the Customer", "you", "your"). By signing this application, placing an order, or accepting goods or services, the Customer agrees to be bound by these Terms.

1. Definitions

1.1 "Goods" means any goods, components, materials or products supplied by the Company. "Services" means any sourcing, procurement, inspection, logistics or related services.

1.2 "PPSA" means the Personal Property Securities Act 2009 (Cth); "PPSR" means the Personal Property Securities Register; "ACL" means the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)); "GST" has the meaning in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

2. Application & Acceptance

2.1 These Terms apply to every quotation, order and supply and prevail over any terms of the Customer, unless varied in writing signed by an authorised officer of the Company.

2.2 The granting of credit is at the absolute discretion of the Company. Any credit limit may be reviewed, reduced, suspended or withdrawn at any time without notice.

2.3 The Customer warrants that all information provided in this application is true, accurate and complete, and will notify the Company in writing of any change to its name, structure, ownership or ABN within seven (7) days.

3. Quotations, Prices & GST

3.1 Quotations are valid for thirty (30) days unless otherwise stated and may be withdrawn or varied before acceptance. A quotation is an invitation to treat and not an offer capable of acceptance.

3.2 All prices are in Australian Dollars (AUD) and are exclusive of GST unless expressly stated. Where GST is payable on a supply, the Customer must pay the GST-inclusive amount and the Company will issue a valid tax invoice.

3.3 Prices are based on costs, exchange rates and supplier quotations current at the date of quotation. Where these change before delivery (including movements in foreign-exchange rates, raw-material or supplier costs, freight, insurance, duties or statutory charges), the Company may adjust the price on notice; for made-to-order or specially procured Goods, such adjustment applies to undelivered Goods.

3.4 Minimum order values, pack quantities and surcharges may apply and will be advised at the time of order.

4. Orders, Made-to-Order & Specially Procured Goods

4.1 An order is accepted only when confirmed by the Company in writing, at which point a binding contract is formed on these Terms.

4.2 The Company may require a deposit or progress payments. Deposits on made-to-order, custom-manufactured or specially procured Goods are non-refundable.

4.3 Once accepted, orders may not be cancelled, reduced or varied without the Company's written consent. Goods that are custom-built, custom-manufactured, machined, cast, forged, made-to-order or specially bought-in to the Customer's specification are non-cancellable, non-returnable and non-refundable once production or purchase has commenced.

4.4 If the Company agrees to a cancellation, the Customer must pay for all Goods and work in progress, all materials and supplier commitments, any supplier cancellation or restocking charges, and the Company's reasonable costs and loss of margin.

4.5 For manufactured Goods, delivery of a quantity within plus or minus ten percent (10%) of the order quantity is deemed to fulfil the order, with the price adjusted pro-rata.

4.6 Where samples, prototypes or first-article approvals are provided, the Customer is responsible for approving them before bulk production. The Company is not liable for characteristics of production Goods that are consistent with the approved sample or with the Customer's specification, drawing, quantity or instruction, for which the Customer is responsible.

5. Credit Account & Payment Terms

5.1 Unless a credit account with agreed terms has been approved by the Company in writing, payment is required in advance and in full at the time of order. Where a credit account is approved, payment is due strictly within the agreed terms, and in any case within fourteen (14) days of the date of invoice unless otherwise agreed in writing.

5.2 Time for payment is of the essence. The Company may require a deposit, progress payment or pro-forma (pre-payment) for initial, large or custom-sourced orders.

5.3 Payment must be made without deduction, set-off or counterclaim. Payments are applied to the oldest outstanding invoice first.

5.4 Where advance payment or a deposit is required, the Company will not place the order with its supplier, nor commence procurement, production or works, until the required payment (or the relevant agreed stage payment) has been received in full and cleared. Work will proceed only after receipt of each agreed stage payment.

6. Default & Overdue Accounts

6.1 Interest is payable on overdue amounts at the rate of 1.5% per month (calculated and compounding daily) from the due date until payment in full, or the maximum rate permitted by law if lower.

6.2 The Customer indemnifies the Company against all costs of recovery, including debt-collection commission, dishonour fees and legal costs on a full indemnity basis.

6.3 Where any amount is overdue or the Customer is in breach, the Company may (without liability) suspend or cancel supply, withhold deliveries, and/or terminate the credit facility, and all amounts owing become immediately due and payable.

7. Retention of Title & PPSA

7.1 Goods remain the property of A2Z Global Group Pty Ltd until payment has been received in full. Legal and equitable title in the Goods does not pass to the Customer until the Company has received payment in full of all amounts owing on any account. Risk in the Goods passes to the Customer on delivery (or collection).

7.2 Until title passes, the Customer holds the Goods as bailee, must store them so they are identifiable as the Company's property, and must not encumber them. The Company may enter any premises to recover Goods where payment is overdue.

7.3 These Terms constitute a Security Agreement for the purposes of the PPSA and create a Security Interest, including a Purchase Money Security Interest (PMSI), in all Goods (and their proceeds) supplied now or in the future. The Customer consents to the Company registering its interest on the PPSR.

7.4 To the extent permitted by law, the Customer waives its right to receive notices under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA, and the parties contract out of the provisions listed in section 115 of the PPSA.

7.5 The Customer must not disclose information about this security interest under section 275 of the PPSA except as required by law.

8. Delivery, Partial Delivery, Risk & Lead Times

8.1 Quoted lead times, dispatch and delivery dates are estimates only and are not guaranteed, and time is not of the essence for delivery. The Company is not liable for any loss arising from delay.

8.2 Delivery terms (for example Incoterms 2020) are as specified in the order. Freight, insurance, handling and storage are payable by the Customer unless otherwise agreed.

8.3 The Company may deliver by instalments, and each instalment may be invoiced separately. A delay or defect in one instalment does not entitle the Customer to cancel any other instalment or the balance of the order.

8.4 Risk in the Goods passes to the Customer on delivery or collection. If the Customer fails or delays in taking delivery, the Company may store the Goods at the Customer's risk and cost and charge storage, demurrage and handling.

8.5 The Company is not liable for any failure or delay caused by events beyond its reasonable control, including supplier default, shortages, freight or port disruption, customs, industrial action, natural events, pandemic, war or government action (force majeure).

9. Import, Duties & Compliance

9.1 Where the Company arranges import, the Customer is responsible for all import duties, tariffs, customs charges and compliance obligations unless the order states delivered-duty-paid.

9.2 Goods are sourced to the specifications supplied. The Customer is responsible for ensuring the specification meets all Australian standards, regulations and its intended use.

10. Inspection, Shortages, Claims & Returns

10.1 The Customer must inspect the Goods on receipt. Any issue with the Goods, or any claim for shortage, damage in transit or non-conformance, must be communicated to the Company in writing within five (5) working days of the date the Goods are received. No claim or return will be entertained after that time, and the Goods are deemed accepted.

10.2 No Goods may be returned without a Return Material Authorisation (RMA) number issued in writing by the Company in advance. Goods returned without an approved RMA will not be accepted.

10.3 Returns of correctly supplied stock Goods may be accepted at the Company's sole discretion within fourteen (14) days of delivery, provided the Goods are in the original condition of supply, undamaged and unused, in their original packaging and in re-saleable condition, and are subject to a restocking fee of up to 25% of the invoice value.

10.4 Freight, return delivery, handling and insurance costs for returned Goods are borne by the Customer and will not be reimbursed.

10.5 Custom-built, custom-manufactured, machined, cast, forged or made-to-order Goods, and any specially bought-in or non-stock Goods sourced to the Customer's order, are not returnable and are not eligible for credit.

10.6 Goods that are not held in stock, that are not in re-saleable condition, or that the Company is unable to return to its original supplier, will not be accepted for return or credit.

11. Warranties & Limitation of Liability

11.1 Goods carry only such warranties as are provided by the original manufacturer, which are passed through to the Customer where transferable.

11.2 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy under the ACL that cannot lawfully be excluded.

11.3 To the maximum extent permitted by law, the Company's liability for breach of any guarantee that cannot be excluded is limited, at the Company's option, to the replacement or repair of the Goods, resupply of the Services, or payment of the cost of doing so.

11.4 To the maximum extent permitted by law, the Company is not liable for any indirect, incidental or consequential loss, or for loss of profit, revenue, production or contract, however arising. The Company's total aggregate liability will not exceed the price paid for the relevant Goods or Services.

11.5 To the maximum extent permitted by law, and subject to clause 11.2, the Company is not liable, whether in contract, in tort (including negligence), under statute or otherwise, for any loss of, or damage or injury to, any equipment, plant, machinery, property or person, nor for any loss of orders, business, contracts, production, revenue, profit, anticipated savings, finance, money or goodwill, or any other indirect, economic or consequential loss, arising directly or indirectly from any defect in the Goods, or from the selection, installation, handling, storage, use, misuse or maintenance of the Goods. The Customer must satisfy itself as to the suitability of the Goods for its intended purpose and is responsible for their safe installation, use and maintenance.

12. Intellectual Property & Confidentiality

12.1 All drawings, designs, specifications and technical information provided by either party remain the property of the disclosing party and must be kept confidential and used only for the purpose of the supply.

12.2 The Customer warrants that any design or specification it supplies does not infringe the intellectual property rights of any third party and indemnifies the Company against any resulting claim.

13. Guarantee & Indemnity (Directors / Proprietors)

13.1 As a condition of the Company granting credit, each person who signs this application as a guarantor (being a director of a company, the authorised signatory of a corporation, or a proprietor or owner of a sole trader or partnership) (each a Guarantor) does so in their personal capacity and, jointly and severally, unconditionally and irrevocably guarantees to the Company the due and punctual payment of all amounts owing by the Customer and the performance of the Customer's obligations.

13.2 Each Guarantor indemnifies the Company against all loss, cost and expense arising from the Customer's default, including recovery costs on a full indemnity basis.

13.3 This is a continuing guarantee and indemnity and a principal obligation. It is not discharged or affected by any time, indulgence, waiver or variation granted to the Customer or any other Guarantor, by the release of any Guarantor, by the Customer's insolvency, or by any change in the Customer's constitution or ownership.

13.4 Each Guarantor charges their interest in real and personal property in favour of the Company to secure their obligations under this guarantee, consents to the Company lodging a caveat or registering a security interest under the PPSA, and waives the notices referred to in clause 7 to the extent permitted by law.

14. Privacy & Credit Reporting

14.1 The Company collects personal and credit information to assess this application, manage the account, and recover debts, in accordance with the Privacy Act 1988 (Cth) and the Privacy (Credit Reporting) Code. The Company's Privacy Policy is available on request.

14.2 The Customer (and any guarantor) consents to the Company obtaining information from, and disclosing information to, trade references, credit-reporting bodies and other credit providers, including for the purpose of assessing creditworthiness and collecting overdue payments.

15. Termination

15.1 Either party may terminate the credit facility on written notice. The Company may terminate immediately and require payment of all amounts owing if the Customer breaches these Terms, becomes insolvent, or has an administrator, receiver or liquidator appointed.

16. Indemnity

16.1 The Customer indemnifies the Company against all liability, loss, cost, damage and expense arising from the Customer's breach of these Terms, its negligence, its misuse, modification or on-supply of the Goods, its specifications or instructions, or any claim that Goods made to the Customer's specification infringe the rights of a third party.

17. Compliance, Sanctions, Anti-Bribery & Modern Slavery

17.1 Each party will comply with all applicable laws, including anti-bribery, anti-corruption, trade-sanctions, export-control and modern-slavery laws.

17.2 The Customer warrants that it will not deal with the Goods in breach of any sanctions or export-control law, and that neither it nor its personnel will offer, give or accept any improper payment or benefit in connection with the supply.

17.3 The Company takes reasonable steps to identify and address modern-slavery risks in its supply chain and expects the Customer to do the same.

18. Dispute Resolution

18.1 Before starting court proceedings (other than for recovery of a debt or for urgent interlocutory relief), a party must notify the other of the dispute, and the parties must attempt in good faith to resolve it by negotiation and, failing that, by mediation administered by a recognised Australian mediation body, each party bearing its own costs.

19. Notices

19.1 Notices must be in writing and sent to the postal or email address last notified by the recipient. A notice is taken to be received when delivered, or on the next business day if sent by email or after 5.00pm.

20. Governing Law & General

20.1 These Terms are governed by the laws of the State of Victoria, Australia, and the parties submit to the non-exclusive jurisdiction of its courts.

20.2 If any provision is held invalid or unenforceable, it is severed and the remaining provisions continue in full force.

20.3 A failure or delay by the Company to enforce any provision is not a waiver of its rights. The Customer may not assign its rights without the Company's written consent.

20.4 These Terms, together with any written order confirmation, constitute the entire agreement between the parties. The Company may amend these Terms from time to time; the version current at the date of each order applies.

These Terms are a general trade-credit template. We recommend they be reviewed by your solicitor before use to ensure they suit your specific business and current law.

☐ I have read, understood and agree to the Terms and Conditions of Trade above, and I certify that the information provided is true and correct.

☐ I consent to A2Z Global Group Pty Ltd collecting and using my information for credit assessment and account management (Privacy Act 1988).

8. Declaration, Authorisation & Signatures

I/We declare that the information in this application is true and correct, that I am/we are authorised to sign on behalf of the applicant, and I/we have read, understood and agree to the Terms and Conditions of Trade above. Sign in ink where indicated below.

Authorised signatory

Full name ____________________ Position ____________________

Sign here (signature) ____________________ Date ____________________

Witness

Witness full name ____________________

Witness signature ____________________ Date ____________________

Personal Guarantee (mandatory) - see clause 13

To be signed by the director(s) of a company, the authorised signatory of a corporation, or the proprietor(s) or owner(s) of a sole trader or partnership.

Guarantor 1 full name ____________________

Guarantor 1 signature ____________________ Date ____________________

Guarantor 2 full name ____________________

Guarantor 2 signature ____________________ Date ____________________

Return to: A2Z Global Group Pty Ltd, Victoria, Australia | Email a scan to sales@a2zglobalgroup.com and post the signed original.