

D.R. ROVACRAFT PTY LTD ("Rovacraft")  
TERMS AND CONDITIONS OF CREDIT ACCOUNT

1. The customer hereby warrants that the information set out in the customer's application for a credit account is true accurate and complete in all respects and is supplied for the purpose of obtaining credit and full disclosure has been given of any factors that might affect the credit status of the customer.
2. The customer warrants that the persons' signatures appearing on this Agreement are duly authorised by the customer to apply for credit and execute this Agreement.
3. The customer agrees to operate its account in accordance with the terms and conditions of this agreement to the exclusion of all others. The customer acknowledges that these terms and conditions may be varied from time to time by Rovacraft.
4. The customer agrees that it is not entitled to any credit facilities until it receives notice in writing from Rovacraft stating that the credit facilities have been given and specifying the terms upon which such credit facilities are given. Until the customer receives such notice Rovacraft will only provide goods to the customer where payment has been made in advance.
5. Rovacraft reserves the right to require the customer from time to time to provide security containing such terms as Rovacraft in its absolute discretion thinks fit, to be given as a condition precedent for the continuation of a credit facility. For the purpose of this clause security includes guarantees given by such third parties as Rovacraft may in its absolute discretion determine or a mortgage or charge over the whole or any part of the customer's assets or undertakings.
6. Rovacraft may at any time and without prior notice or providing any reason cease to supply goods and/or services to the customer on credit.
7. In consideration of Rovacraft agreeing to supply credit to the customer at the customer's request, the Directors/Shareholders of the customer, whose signatures are appended to the form of Guarantee and Indemnity set out herein, hereby agree jointly and severally to guarantee payment of the customer's account with Rovacraft and have executed prior to the giving of any credit facility, the form of Guarantee and Indemnity as set out herein. This Guarantee and Indemnity will be a continuing Guarantee and Indemnity.
8. In the case of a Trustee connected with the customer it is agreed that the Trustee of such trust shall be liable for all sums due to Rovacraft on account and each of the customer and the Guarantors warrants that the assets of the trust shall be available to meet payment of any sums due and owing to Rovacraft.

9. The signatories to this agreement authorise Rovacraft to conduct credit inquiries on them, any business in which they have been involved as a proprietor or partner and any customer of which they may have been a director including but not limited to:
  - a) Obtaining a report about their personal credit worthiness from a business which provides information about the personal credit worthiness of persons;
  - (b) Seeking from any credit providers named in a credit application or in a credit report issued by a credit reporting agency, information about their credit arrangements. The Signatories understand that this information may include any information that credit providers are allowed to give or receive under the Privacy Act 1988;
  - (c) Giving to a credit reporting agency such person information may be given to an agency under Section 18E(1) of the Privacy Act 1988;