

CONFIDENTIAL

ABACUS INDUSTRIES

Terms of Trade
Guarantee
Privacy Consent

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ABACUS INDUSTRIES
ABN 71 164 041 641
www.abacusprint.com.au

ABACUS INDUSTRIES
PART 1: CLIENT DETAILS APPLICATION

1. THE APPLICANT

Applicant Name: _____

ACN: _____ ABN: _____

Trading Name (if different from applicant): _____ Date business commenced: _____

Principal business address: _____

Delivery Address (if different from Principal business address): _____

Contact Name: _____ Position: _____

Tel No: _____ Fax No: _____ Email: _____

2. OPERATING STRUCTURE

tick appropriate

- | | | |
|-------------------------------------|--------------------------------------|---|
| <input type="checkbox"/> Pty. Ltd. | <input type="checkbox"/> Sole Trader | <input type="checkbox"/> Corporation as Trustee |
| <input type="checkbox"/> Public Co. | <input type="checkbox"/> Partnership | <input type="checkbox"/> Individual(s) as Trustee |

If an individual / sole trader, please complete part 3

3. INDIVIDUAL / SOLE TRADER DETAILS

Full Name: _____ Date of Birth: _____

Drivers Licence Number: _____ Copy of Drivers Licence Attached

If a company or partnership, please complete part 4

4. DIRECTOR, PARTNER AND INDIVIDUAL TRUSTEE DETAILS

provide details of all directors (for company or corporate trustee), partners or individual trustees

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

If more than 3 please attach details

If a trustee, please complete part 5

5. TRUST DETAILS

Name of Trust: _____ ABN: _____

Type of trust: Family/Discretionary Unit Other (Details _____)
tick appropriate

If a unit trust, please provide details of all unitholders

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

If more than 3 please attach details

6. APPLICANT'S FINANCIAL DETAILS

Estimated Monthly purchases \$ _____

Bank: _____ Branch: _____

Contact: _____ Tel: _____

Business Premises: Owned Leased

If leased, from whom: _____

Details of security (eg. Mortgages, Debentures, Bill of Sale provided by Applicant over its business or property to third parties)

Type of security: _____ provided to: _____

Type of security: _____ provided to: _____

7. BUSINESS HISTORY

For all of the directors, partners, trustees or sole trader:

Have any been declared bankrupt? Yes No If yes, details: _____

Have any been involved in business that have failed or been liquidated: Yes No
If yes, details: _____

Names of related or subsidiary companies or partnerships: _____

8. TRADE/BUSINESS REFERENCES

3 trade or business references must be provided from current major suppliers that are providers of commercial credit

1. Name: _____ Address: _____

Contact: _____ Tel: _____ Fax: _____

2. Name _____ Address: _____

Contact: _____ Tel: _____ Fax: _____

3. Name: _____ Address: _____

Contact: _____ Tel: _____ Fax: _____

9. TERMS OF TRADE

If Abacus accepts this application, the provision of goods and services to the Applicant are subject to the Terms and Conditions of Trade attached.

10. EXECUTION

By signing this application for trade, the Applicant:

- Acknowledges having been provided with Terms and Conditions of Trade and having read and understood them
- Acknowledges that it has been advised to seek legal and financial advice prior to signing this Application
- Agrees that the Terms and Conditions of Trade apply to the provision of goods and services to it by Abacus

If company or corporate trustee – signed for and on behalf of the Applicant

Name of authorised person: _____ Position: _____

Signature: _____ Date: _____

If sole trader, partnership or individual(s) as trustee

If partnership or individual(s) as trustee - all partners and individuals must sign

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

If more than 3 directors or individuals, please have additional directors/individuals sign a copy of this page

1. Definitions

In these Terms:

"Abacus" means Pemberley House Pty Ltd (ACN 164 041 641) trading as Abacus Industries (ABN 71 164 041 641);

"ACL" means the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) and its associated Regulations as amended;

"Agreement" means any agreement for the provision of goods or services by Abacus to the Customer;

"Artwork" means drawings, sketches, paintings, photographs, designs, type settings, models, negatives, positives, blocks, engraving, stencils, discs, tapes, literary works, dyes and all other materials or media;

"consumer" is as defined in the ACL and in determining if the Customer is a consumer, the determination is made if Customer is a consumer under the Agreement;

"Customer" means the person, jointly and severally if more than one, acquiring goods or services from Abacus;

"goods" means goods supplied by Abacus to the Customer;

"GST" means the Goods and Services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and its associated Regulations as amended;

"PPSA" means the *Personal Property Securities Act 2009* (Cth) and its associated Regulations as amended;

"services" means services supplied by Abacus to the Customer, including but not limited to print, image, labelling and design; and

"Terms" means these Terms and Conditions of Trade.

2. Basis of Agreement

2.1 Unless otherwise agreed by Abacus in writing, the Terms apply exclusively to every Agreement and cannot be varied or replaced by any other terms, including the Customer's terms and conditions of purchase (if any).

2.2 Any quotation provided by Abacus to the Customer for the proposed supply of goods or services is:

- (a) valid for 30 days;
- (b) an invitation to treat only; and
- (c) only valid if in writing.

2.3 The Terms may include additional terms in Abacus' quotation, which are not inconsistent with the Terms.

2.4 An Agreement is accepted by Abacus when Abacus accepts, in writing or electronic means, an offer from the Customer or provides the Customer with the goods or services.

2.5 Abacus has absolute discretion to refuse to accept any offer.

2.6 The Customer must provide Abacus with its specific requirements, if any, in relation to the goods and services.

2.7 The Customer must comply with Abacus' requirements for all Artwork which the Customer provides to Abacus in order for Abacus to supply the goods and perform the services.

2.8 Abacus may vary or amend these Terms by written notice to the Customer at any time. Any variations or amendments will apply to orders placed after the notice date.

3. Pricing

3.1 Prices quoted for the supply of goods and services include GST and any other taxes or duties imposed on or in relation to the goods and services.

3.2 If the Customer requests any variation to the Agreement, Abacus may increase the price to account for the variation.

3.3 If the Customer requests changes to Artwork as it previously specified pursuant to clause 2.6, then Abacus may vary its price to take into account the changes, including but not limited to costs associated with:

- (a) additional work performed at the Customer's request;
- (b) additional work required to be done as a result of the Customer's corrections, including reformatting; and
- (c) changing or correcting any plates, film, Artwork or document including computer files supplied by the Customer.

3.4 Where there is any change in the costs incurred by Abacus in relation to goods or services, Abacus may vary its price to take account of any such change, by notifying the Customer.

4. Payment

4.1 Unless otherwise agreed in writing:

- (a) Subject to 4.1(b), full payment for the goods or services must be made within 30 days of the date of Abacus' invoice.
- (b) Abacus reserves the right to require payment in full on delivery of the goods or completion of the services.

4.2 Payment by cheque is not deemed made until the proceeds of the cheque have cleared.

4.3 Payment terms may be revoked or amended at Abacus' sole discretion immediately upon giving the Customer written notice.

4.4 The time for payment is of the essence.

5. Payment Default

5.1 If the Customer defaults in payment by the due date of any amount payable to Abacus, then all money which would become payable by the Customer to Abacus at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and Abacus may, without prejudice to any of its other accrued or contingent rights:

- (a) charge the Customer interest on any sum due at the prevailing rate pursuant to the *Penalty Interest Rates Act 1983* (Vic) plus 4% for the period from the due date until the date of payment in full;
- (b) charge the Customer for, and the Customer must indemnify Abacus from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with the Agreement or to recover any goods;
- (c) cease or suspend supply of any further goods or services to the Customer;
- (d) by written notice to the Customer, terminate any uncompleted contract with the Customer.

5.2 Clauses 5.1(c) and 5.1(d) may also be relied upon, at Abacus' option:

- (a) where the Customer is a natural person and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or
- (b) where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, administrator, receiver or manager or similar functionary appointed in respect of its assets, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.
- 6. Passing of Property**
- 6.1 Until Abacus receives full payment in cleared funds for all goods and services supplied by it to the Customer, as well as all other amounts owing to Abacus by the Customer:
- (a) title and property in all goods remain vested in Abacus and do not pass to the Customer;
- (b) the Customer must hold the goods as fiduciary bailee and agent for Abacus;
- (c) the Customer must keep the goods separate from its goods and maintain Abacus' labelling and packaging;
- (d) the Customer must hold the proceeds of sale of the goods on trust for Abacus in a separate account with a bank to whom the Customer has not given security however failure to do so will not affect the Customer's obligation as trustee;
- (e) in addition to its rights under the PPSA, Abacus may without notice, enter any premises where it suspects the goods are and remove them, notwithstanding that they may have been attached to other goods not the property of Abacus, and for this purpose the Customer irrevocably licences Abacus to enter such premises and also indemnifies Abacus from and against all costs, claims, demands or actions by any party arising from such action.
- 7. Personal Property Securities Act**
- 7.1 Notwithstanding anything to the contrary contained in these Terms, the PPSA applies to these Terms.
- 7.2 For the purposes of the PPSA:
- (a) terms used in clause 7 that are defined in the PPSA have the same meaning as in the PPSA;
- (b) these Terms are a security agreement and Abacus has a Purchase Money Security Interest in all present and future goods supplied by Abacus to the Customer and the proceeds of the goods;
- (c) the security interest is a continuing interest irrespective of whether there are monies or obligations owing by the Customer at any particular time; and
- (d) the Customer must do whatever is necessary in order to give a valid security interest over the goods which is able to be registered by Abacus on the Personal Property Securities Register.
- 7.3 The security interest arising under this clause 7 attaches to the goods when the goods are collected or dispatched from Abacus' premises and not at any later time.
- 7.4 Where permitted by the PPSA, the Customer waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.
- 7.5 Abacus and the Customer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these Terms.
- 7.6 To the extent permitted by the PPSA, the Customer agrees that:
- (a) the provisions of Chapter 4 of the PPSA which are for the benefit of the Customer or which place obligations on Abacus will apply only to the extent that they are mandatory or Abacus agrees to their application in writing; and
- (b) where Abacus has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.
- 7.7 The Customer must immediately upon Abacus' request:
- (a) do all things and execute all documents necessary to give effect to the security interest created under this Agreement; and
- (b) procure from any person considered by Abacus to be relevant to its security position such agreements and waivers (including as equivalent to those above) as Abacus may at any time require.
- 7.8 Abacus may allocate amounts received from the Customer in any manner Abacus determines, including in any manner required to preserve any Purchase Money Security Interest it has in goods supplied by Abacus.
- 7.9 For the purposes of section 275(6) of the PPSA, the parties agree and undertake that these Terms and any information pertaining to the sale of goods and details of the goods shall be kept confidential at all times. Neither party may disclose any information pertaining to these Terms or the sale of the goods, except as otherwise required by law or that is already in the public domain.
- 8. Risk and Insurance**
- 8.1 The risk in the goods and all insurance responsibility for theft, damage or otherwise will pass to the Customer immediately on the goods being delivered to the Customer or taken from Abacus' premises.
- 8.2 Abacus is under no obligation to insure any property of the Customer in Abacus' possession.
- 8.3 The goods are sold to the Customer on the basis that the Customer has obtained all necessary licenses or permits under all relevant laws and regulations in relation to the goods.
- 8.4 The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use or possession of any of the goods sold by Abacus, unless recoverable from Abacus on the failure of any statutory guarantee under the ACL.
- 9. Performance of Agreement**
- 9.1 Any period or date for delivery of goods or provision of services stated by Abacus is an estimate only and not a contractual commitment.
- 9.2 Abacus will use its reasonable endeavours to meet any estimated dates for delivery of the goods but will not be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date.

- 9.3 If Abacus cannot complete the services by any estimated date, it will complete the services within a reasonable time.
- 10. Delivery**
- 10.1 Subject to clause 10.6, Abacus will arrange for the delivery of the goods to the Customer.
- 10.2 The Customer is responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the goods to the Customer to the point of delivery.
- 10.3 Abacus may make part delivery of goods or provision of services and Abacus may invoice the Customer for the goods or services provided.
- 10.4 The Customer indemnifies Abacus against any loss or damage suffered by Abacus, its sub-contractors or employees as a result of delivery, except where the Customer is a consumer and Abacus has not used due care and skill.
- 10.5 If delivery is attempted and is unable to be completed the Customer is deemed to have taken delivery of the goods. The Customer is liable for storage charges payable monthly on demand.
- 10.6 If agreed that the Customer will collect the goods:
- (a) the Customer must collect the goods with 7 days of being advised they are ready;
 - (b) if the Customer does not collect the goods within this time, the Customer is deemed to have taken delivery of the goods and is liable for storage charges payable monthly on demand.
- 11. Liability**
- 11.1 Except as the Terms specifically state, or as contained in any express warranty provided in relation to the goods or services, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services or any contractual remedy for their failure. Customer must confirm to the Customer's own satisfaction that goods are suitable before use.
- 11.2 If the Customer is a consumer nothing in these Terms restricts, limits or modifies the Customer's rights or remedies against Abacus for failure of a statutory guarantee under the ACL.
- 11.3 If the Customer on-supplies the goods to a consumer and:
- (a) the goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the amount specified in section 276A(1) of the ACL is the absolute limit of Abacus' liability to the Customer;
 - (b) the goods or services are of a kind ordinarily acquired for personal, domestic or household use or consumption, payment of any amount required under section 274 of the ACL is the absolute limit of Abacus' liability to the Customer;
- howsoever arising under or in connection with the sale, installation, use of, storage or any other dealings with the goods or services by the Customer or any third party.
- 11.4 If clause 11.2 or 11.3 do not apply, then other than as stated in the Terms or any written warranty statement Abacus is not liable to the Customer in any way arising under or in connection with the sale, installation, use of, storage or any other dealings with the goods or services by the Customer or any third party.
- 11.5 The Customer is responsible to check and signoff on all proofs and Artwork prior to production of the goods.
- 11.6 Abacus will not be liable to the Customer for any damage, loss or destruction however caused to any data stored on discs or Artwork supplied by the Customer to Abacus, except to the extent of any liability imposed by the ACL.
- 11.7 Abacus is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.
- 11.8 The Customer acknowledges that:
- (a) it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by Abacus in relation to the goods or services or their use or application.
 - (b) it has not made known, either expressly or by implication, to Abacus any purpose for which it requires the goods or services and it has the sole responsibility of satisfying itself that the goods or services are suitable for the use of the Customer.
- 11.9 Nothing in the Terms is to be interpreted as excluding, restricting the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.
- 12. Sale By Sample**
- 12.1 Unless the Customer is a consumer, Abacus does not guarantee that the goods will correspond with any sample provided. To the extent permitted by law, samples are provided to indicate the general nature of the goods only.
- 13. Intellectual Property**
- 13.1 Subject to clause 13.2:
- (a) Abacus own the intellectual property, including but not limited to any copyright, subsisting in the goods or services, and any Artwork prepared by Abacus;
 - (b) Abacus grants the Customer an irrevocable, royalty free licence to use and exploit any intellectual property in the goods in order to make ordinary and reasonable use of the goods; and
 - (c) the Customer acknowledges that it has no proprietary interest in any intellectual property subsisting in the goods or services.
- 13.2 The Customer warrants that it owns, or is licensed to exploit, the intellectual property in any Artwork provided to Abacus in order for Abacus to produce the goods or provide the services.
- 13.3 The Customer hereby indemnifies Abacus from any loss or damage it suffers, including but not limited to legal fees on an indemnity basis, resulting from any claim for infringement of any intellectual property rights in the material or Artwork provided to Abacus by the Customer.
- 13.4 Abacus will not be responsible for storing any data or Artwork when the goods and services have been completed.
- 13.5 If the Customer leaves property in Abacus' possession once the goods and services have been completed, Abacus may dispose of or sell the property and retain any proceeds of sale.

14. Cancellation

- 14.1 If Abacus is unable to deliver or provide the goods or services, then it may cancel the Customer's order (even if it has been accepted) by written notice to the Customer.
- 14.2 No purported cancellation or suspension of an order or any part of it by the Customer is binding on Abacus once the order has been accepted.
- 14.3 The Customer must pay for overset matter (being matter not used in the production of the goods or performance of the services for which it was intended). The Customer must instruct Abacus in writing to retain overset matter for future use or to discard the matter immediately. The Customer must notify Abacus in writing within 2 weeks of delivering the goods or performing the services, in the absence of which Abacus may dispose of the overset matter.

15. Shortages and Exchanges

- 15.1 Subject to clauses 15.2 and 15.4, Abacus will not be liable for any shortages, damage or non-compliance with the specifications in the Agreement unless the Customer notifies Abacus with full details and description within 10 days of delivery otherwise the Customer is deemed to have accepted the goods.
- 15.2 When any shortages, claim for damaged goods or non-compliance with the Agreement specifications is accepted by Abacus, Abacus may, at its option, replace the goods, resupply the goods or services, or refund the price of the goods or services.
- 15.3 Subject to clause 15.4, Abacus will not under any circumstances accept goods for return that have been specifically produced, imported or acquired to fulfil the Agreement;

- 15.4 If the Customer is a consumer, nothing in this clause 15 limits any remedy available for a failure of the guarantees in sections 56 and 57 of the ACL.

16. Force Majeure

- 16.1 Abacus is not liable in any way howsoever arising under the Agreement to the extent that it is prevented from acting by events beyond its reasonable control including, without limitation, industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, acts or threats of terrorism or war. If an event of force majeure occurs, Abacus may suspend or terminate the Agreement by written notice to the Customer.

17. Miscellaneous

- 17.1 The law of Victoria from time to time governs the Terms. The parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.
- 17.2 Abacus' failure to enforce any of these Terms shall not be construed as a waiver of any of Abacus' rights.
- 17.3 If a clause is unenforceable it must be read down to be enforceable or, if it cannot be read down, the term must be severed from the Terms, without affecting the enforceability of the remaining terms.
- 17.4 A notice must be in writing and handed personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices sent by prepaid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed received on confirmation of successful transmission.

ABACUS INDUSTRIES

PART 3: DEED OF GUARANTEE AND INDEMNITY

TO: Abacus Industries (ABN 71 164 041 641) of 62 Barrie Road, Tullamarine, VIC 3043 ("Abacus")

In consideration of Abacus at the request of (Name) _____ of (Address) _____

(Name) _____ of (Address) _____

as the Guarantor ("Guarantor") agreeing to
• supply or continue to supply goods or services to _____ ("Customer")

The Guarantor hereby:

- 1. Agrees to guarantee to Abacus the due and punctual payment of all money presently owing or any money that may be owing in the future by the Customer, in respect of the cost of goods or services supplied by Abacus to the Customer and any other sums payable by the Customer to Abacus pursuant to Abacus' Terms and Conditions of Trade (hereinafter collectively called "guaranteed money").
2. Agrees as a separate severable and additional covenant and obligation to indemnify and keep indemnified Abacus from and against all losses, costs, charges and expenses whatsoever that Abacus may suffer or incur in relation to the supply of goods or services to the Customer and further agrees that each of the provisions hereinafter contained that applies or is capable of application to this Deed when it is construed as an indemnity will apply to the indemnity hereby given by the Guarantor.
3. Covenants, acknowledges and agrees as follows:
(a) The Guarantee hereby given is a continuing guarantee, the indemnity hereby given is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to Abacus other than the payment to and acceptance by Abacus of the whole of the guaranteed money.
(b) Notwithstanding that as between the Guarantor and the Customer the position of the Guarantor is that of surety only nevertheless as between the Guarantor and Abacus, the Guarantor is liable hereunder as a principal and as a primary debtor for the payment of the guaranteed money.
(c) This Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by Abacus notwithstanding:
(i) that no steps or proceedings have been taken against the Customer;
(ii) any indulgence or extension of time granted by Abacus to the Customer;
(iii) the death or bankruptcy or winding up of the Customer;
(iv) that payment of the guaranteed money by the Customer cannot be legally enforced against the Customer.
(d) The Guarantor will not compete with Abacus for any dividend or distribution in the event of the Customer being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.
4. The Guarantor hereby acknowledges having given its consent to Abacus to obtain from a credit reporting agency a consumer credit report containing information about it for the purpose of Abacus assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Customer.
5. The term "Abacus" includes its successors and assigns and the terms "Customer" and "Guarantor" include their respective executors, administrators and successors.
6. In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee their obligations are joint and several.

Executed as a Deed

Dated:

Signed Sealed and Delivered)
By)
in the presence of)

Signed Sealed and Delivered)
By.....)
In the presence of)

Witness

Witness

ABACUS INDUSTRIES (ABN 71 164 041 641) (“Abacus”)

Credit information that may be provided to a credit reporting agency

Abacus may give information about me/us to a credit reporting agency before, during or after the provision of credit to me/us for the following purposes:

- * to obtain a consumer credit report about me/us, and/or
- * to allow the credit reporting agency to create or maintain a credit information file containing information about me/us.

This information is limited to:

- * identity particulars - name, sex, address and the previous two addresses, date of birth, name of employer, and drivers license number;
- * my/our application for credit or commercial credit - the fact that I/we have applied for credit and the amount;
- * the fact that Abacus is a current credit provider to me/us;
- * loan repayments which are overdue by more than 60 days, and for which debt collection has started;
- * advice that my/our loan repayments are no longer overdue in respect of any default that has been listed;
- * information that, in the opinion of Abacus I/we have committed a serious credit infringement, that is, acted fraudulently or shown an intention not to comply with my/our credit obligations;
- * dishonoured cheques - cheques drawn by me/us for \$100 or more which have been dishonoured more than once.

Assessment of Commercial Credit Application

I/we agree that Abacus may obtain a consumer credit report containing information about me/us from a credit reporting agency, and may conduct a search of the Personal Property Securities Register for the purpose of assessing my/our application for commercial credit.

Disclosure to guarantor

I/we agree that Abacus may give to a person who is currently a guarantor, or whom I/we have indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of the guarantor deciding whether to act as guarantor, or Abacus keeping an existing guarantor informed about its guarantee.

I/we understand that the information disclosed can include a credit report and any other information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act including a credit report.

Overdue payments

I/we agree that Abacus may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Exchange of credit worthiness information

I/we agree that Abacus may exchange information about me/us to my/our credit providers including those named in a consumer credit report issued by a credit reporting agency:

- * to assess an application by me/us for credit
- * to notify other credit providers of a default by me/us
- * to exchange information with other credit providers as to the status of my/our credit facility with Abacus where I/we are in default with other credit providers
- * to assess my/our debt worthiness.

I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

Privacy Act 1988 (Cth)

I/we understand that under the requirements of the *Privacy Act 1988 (Cth)*, Abacus will ensure that all credit and personal information obtained about me/us will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorised access, use, modification or disclosure and any other misuse. I/we also understand that such information will be made available for viewing or amendment by me/us upon request to Abacus.

Signing *to be signed by the Customer or all directors or partners of the Customer.*

Dated:		
Sole Trader	director/partner	director/partner
	director/partner	director/partner