CREDIT APPLICATION FORM

Allied Natural Wood Enterprises Pty Ltd
ABN 65 607 144 089 and its related Bodies Corporate

PENTARCH FORESTRY

ANWE CREDIT APPLICATION FORM CHECKLIST

CREDIT APPLICATION FORM (Sections 1 – 6)

To assist with processing the Credit Application without delay, please ensure the following requirements are completed:

- ☐ Sales Rep is provided (if applicable)
- ☐ Tick the state the new Applicant will be trading in
- ☐ ABN is provided
- ☐ Company Name and Registered Business Names (i.e. trading names)
- ☐ Family Trust (if applicable)
- ☐ Credit Limit Required – Anticipated monthly purchase amount (x2)
- ☐ 3 Trade references supplied
- ☐ All Directors / Partners have signed the Terms and Conditions (Section 6, page 8)
- ☐ Signature(s) witnessed by an INDEPENDENT witness, not a spouse, family member, relative or ANWE employee
- ☐ No amendments to be made to the Credit Application forms

PERSONAL GUARANTEE AND INDEMNITY FORM (Section 7)

- ☐ Personal Guarantees are mandatory therefore must be signed and dated by Directors and their Spouses/Partners (where joint personal assets are held).
- ☐ Bank Guarantees will be requested if Personal Guarantees are not available.
- ☐ Guarantee must be completed correctly and in full.
- ☐ Signature(s) (at page 10) witnessed by an INDEPENDENT witness, not a spouse, family member, relative or ANWE employee.
- ☐ No amendments to be made to the Personal Guarantee and Indemnity form.

I acknowledge that I have completed and signed the Credit Application and Personal Guarantee and Indemnity forms:

Name: _____

Date: _____ Signature: _____

Mailing Instructions / Contact us

For your application to be processed, please ensure that you have completed and signed both the Credit Application form and the Personal Guarantee and Indemnity Agreement. Please return all original signed and witnessed documents to the office below.

Pentarch Forestry
PO Box 3188
Regents Park NSW 2143
Ph: 1800 818 317
Email: timberar@pentarch.com.au

CREDIT APPLICATION FORM

Allied Natural Wood Enterprises Pty Ltd
ABN 65 607 144 089 and its related Bodies Corporate

PENTARCH FORESTRY

Pentarch Forestry Sales Representative: _____

State you wish to trade in (please tick): ☐ NSW ☐ Qld ☐ NT ☐Vic ☐Tas ☐SA ☐WA

WARNING: If you do not understand this document, you should seek independent legal advice. Please do not use correction fluid or tape as this is a legal document. Any corrections should be crossed out and initialled.

Section 1 – Applicants details (Enter all details relevant to your business)

Name (Company Name/Partnership/Sole Trader)

ABN/ACN | Date of company registration (dd/mm/yy)

Trust Name (if Trust)

Trading as (Registered Business Name)

☐ Company ☐ Sole Proprietor ☐ Partners ☐Trustee ☐Government/Statutory Authority

Nature of Business

Street address (not a PO Box)

State | Postcode

Postal address (if different)

State | Postcode

Telephone number | Email Address for statements

Mobile number | Email address for invoices

Partner, Sole Trader, Director or Trustee details

	Names of Directors (if company); Partnership or Sole Trader	Residential Address	Date of Birth (dd/mm/yy)
1			
2			
3			
4			

Section 2 – Credit limit required (Enter the estimated amount required equivalent to two (2) months purchases)

$

Section 3 – Details of Assets & Liabilities (Please provide details of all assets and liabilities owned by the Applicant & Guarantors)

Assets		
	Address or Description	Value ($)
1		
2		
3		
4		

Liabilities / Losses		
	Description	Value ($)
1		
2		
3		
4		

Section 4 – Trade References (Please provide details of 3 referees)

	Company name	Contact	Phone number	E-mail address
1				
2				
3				

Section 5 – Terms and Conditions

1. Definitions and interpretation

1.1 Definitions:

ANWE means Allied Natural Wood Enterprises Pty Ltd (ABN 65 607 144 089) or any member of the ANWE Group. Any references to "Pentarch Forestry" includes ANWE.

ANWE Group means ANWE and each of its related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth)).

Conditions means these Terms and Conditions.

Consequential Loss means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of theloss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

Customer means the party requesting the provision of Goods and Services and/or making an application for credit.

Goods means any goods supplied by the Supplier being building, industrial, packing products or construction materials, and all related or ancillary goods.

Insolvency Event means, for the Customer, as applicable, being served with an application by a third party to appoint an external controller to the Customer, a Customer being in liquidation or provisional liquidation, bankruptcy or under administration, having a controller (as definedin the Corporations Act 2001) or analogous person appointed to the Customer or any of the Customer's property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay the Customer's debts, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing the Customer's own affairs for any reason, taking any step that could result in the Company becoming an insolvent under administration (as defined in section 9 of the Corporations Act 2001), entering into a compromise or arrangement with, or assignment for the benefit of, any of the Customer's members or creditors, or any analogous event.

Loss means any expense, cost or damage of any kind and includes Consequential Loss and a fine or penalty imposed by a statutory or other authority.

New ANWE Entity means an entity that becomes a Related Body Corporate of ANWE after this application for credit is made by the Customer.

Order includes any written, verbal or electronic request made by the Customer, its employees, agents and contractors or under the Customer's account number and/or account name for Goods or Services.

Pentarch Forestry is the brand name and logo used by the "ANWE Group". Any references in this document to "Pentarch Forestry" means and includes "ANWE Group" and "ANWE" and vice versa.

PMSI means a purchase money security interest as defined in the Personal Property Securities Act 2009 (Cth) and any regulations madeunder the Personal Property Securities Act 2009 (Cth), as amended from time to time.

Real Property means all real property interests held by the Customer or Guarantor now or in the future.

Related Body Corporate has the same meaning as in the Corporations Act 2001.

Services means any services provided by the Supplier being building, industrial, packaging or construction services and all related or ancillary services.

Supplier means, in connection with the supply of any Goods or Services, the ANWE Group company making the supply to the Customer.

Supplier T&Cs means:

(a) any terms and conditions of quotation and supply, however described, notified by the Supplier to the Customer (whether on an invoice, quote, through the Supplier's website, docket or otherwise);

(b) any supply agreement (however described) in the Supplier's standard form entered into in writing between the Supplier and Customer; or

(c) if neither of paragraphs (a) or (b) apply, the Supplier's standard terms and conditions applicable to the Goods and Services ordered by the Customer as identified in Annexure A.

1.2 Interpretations

Singular words include the plural and vice versa.

'Include', 'includes' or 'including' is not exclusionary and is without limitation.

The fact that a provision of these Terms is expressly declared to be an essential term does not mean that other terms are not essential (whether or not so described).

2. Structure of this document

2.1 These Conditions and the Supplier T&Cs together regulate the commercial relationship between the Supplier and the Customer,including the extension of credit, in connection with the supply of Goods or Services by ANWE Group Companies to the Customer.

2.2 The terms set out in Part A of these Conditions are incorporated by reference as part of the Supplier T&Cs. These Conditions are legally binding between the Supplier and the Customer and should be read together with the Supplier T&Cs. To the extent of any inconsistency, the Supplier T&Cs (excluding the incorporated Part A of these Conditions) prevail over these Conditions.

2.3 A quotation to supply Goods or Services is an offer open to acceptance by the Customer within 30 days from the date on the quotation and any such acceptance must be on the basis that supply of the Goods and Services is started within 3 months of the date of the quotation. The Customer's Order or commencement by the Supplier of the supply of the Goods or Services constitutes acceptance of the offer.

2.4 ANWE may amend these Conditions by notice in writing supplied to the Customer's email or postal address. The amended Conditions shall apply to all Orders placed by the Customer after the date upon which notice was given. If the amendment is not acceptable to the Customer, the Customer should place no further Orders with the Supplier. All Orders placed will be subject to the amended terms.

2.5 Except to the extent otherwise explicitly agreed in writing between the parties, these Conditions and the Supplier T&Cs govern the entire relationship between the Supplier and the Customer in connection with the Goods and Services and will prevail over any other document (including purchase order terms or procurement terms provided by the Customer or terms contained in an Order or on the back of delivery dockets to the extent inconsistent with these Conditions or the Supplier T&Cs) from time to time.

2.6 Any variations to these Conditions or the Supplier T&Cs not expressly agreed to in writing by the Supplier are expressly rejected by theSupplier.

PART A

3. Customer obligations

3.1 The Customer agrees to accurately complete all documentation required by the Supplier in relation to the provision of Goods and Services, and the provision of credit. The Customer accepts that the Supplier is relying upon the representations made by the Customer in such documentation in determining whether to provide Goods or Services or credit to the Customer. The Customer is liable to the Supplierfor any inaccuracies, relevant omissions and misrepresentations made.

3.2 The Customer agrees to ensure that the representations set out in all documentation provided to the Supplier are current and must immediately inform the Supplier, in writing, of any material change to the information, particulars or any detail supplied.

3.3 The Customer agrees that these Conditions apply to any Related Body Corporate of the Customer where that entity is conducting the business of the Customer as a result of any assignment, novation, sale, agency, transmission or corporate or business restructure.

3.4 These Conditions and the Supplier T&Cs apply if the Supplier accepts any Order from the Customer, whether for cash or on credit.

3.5 The Customer has no entitlement to credit unless the Supplier, extends credit to the Customer. If in a particular case, the Supplier gives the Customer credit, the Supplier still reserves the right at any time and for any reason in the Supplier's sole discretion to refuse to supply any further Goods or Services to the Customer and to refuse to supply any Goods or Services or both to the Customer on credit terms. If the Supplier declines to give the Customer further credit then that decision does not affect the credit terms which apply to any amounts the Customer then owes to the Supplier.

3.6 The Customer must:

(i) pay, without any deduction or set-off, the price charged by the Supplier for Goods or Services supplied to the Customer on delivery or performance, or if credit terms are offered, within 30 days following the end of the month during which the Goods or Services were supplied or provided;

(ii) pay any:

(A) legal costs on an indemnity basis and any other legal costs and expenses incurred;

(B) bank charges or merchant fees or like charges levied on the Supplier of ANWE Group by any bank or other credit provider whose banking or credit card facilities are utilised by the Customer for paying the Supplier; and

(C) other costs and expenses payable (including any collection or mercantile fees or commissions paid or incurred by the Supplier or ANWE Group) in connection with:

I. the enforcement of, or any litigation in relation to, these Conditions;

II. the recovery of overdue amounts and enforcing the charge in clause 10;

III. preparation and registration of documents required to perfect the security provided or to prepare and register any mortgage or caveat documents (whether or not signed by the Customer or created pursuant to the power of attorney set out in clause 10.3);

IV. any credit application or any security documents signed by the Customer or any guarantor; or

V. any other collection costs and dishonoured cheque fees;

(iii) pay any stamp duty assessed on this document or fee to register or maintain any security interest held by the Supplier in respect of Goods or Services supplied to the Customer;

(iv) advise the Supplier in writing of the occurrence of any Insolvency Event, any variation to any of the information supplied by the Customer to the Supplier or in the structure or nature of the Customer's business, any change in its name, ownership, change of any directors or change of control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of its gross assets) as soon as practicable and not later than within two business days of such event, change or step occurring. The Customer acknowledges that, despite any such event, change, or step the Customer remains liable to pay the price for all Goods or Services supplied.

4. Orders

4.1 The Customer is liable for payment in relation to all Orders. It is not the responsibility of the Supplier to confirm authority of the person placing the Order. It is the sole responsibility of the Customer to ensure there is no unauthorised use of its account number or name, and that only authorised persons place Orders on behalf of the Customer.

4.2 No Order can be cancelled without the express written consent of the Supplier. If consent is given, and unless otherwise agreed, the Customer must pay the Supplier for Goods supplied or Services rendered which have been performed in accordance with these Conditionsprior to date of cancellation of that Order. For the avoidance of doubt, in the event of cancellation of an Order under this clause:

(i) the Supplier is entitled to payment for Goods and Services supplied prior to the cancellation but not yet paid for;

(ii) if Goods have been prepared but not delivered at the time of cancellation the Customer must accept that Goods when delivered and pay the relevant portion of the contract sum for it;

(iii) the Customer must reimburse the Supplier, as a debt immediately due and payable, for all costs, losses, liabilities, damages and expenses in connection with the cancellation of that Order (including the cost of goods, materials or services ordered by the Supplier in connection with the Order prior to cancellation of the Order); and

(iv) notwithstanding the above, if the Supplier accepts cancellation of an Order within three (3) days of the proposed delivery date, the full contract price remains payable by the Customer.

5. Variation of Credit

5.1 Despite any other clause in these Conditions or the Supplier T&Cs, the Supplier or ANWE Group may withdraw the Customer’s credit at any time without notice or at its discretion alter the Customer’s credit limit, for any reason (including to meet the Customer's then buying needs).

5.2 Any credit approval limit noted in the Credit Application or on any form, invoice or document issued by the Supplier is for the Supplier's convenience only and will not be read as a commitment, promise or warranty by the Supplier to extend any level of credit to the Customer.

6. Overdue accounts

6.1 Any amount not paid by the due date will incur interest at a rate of 5% above the Reserve Bank of Australia Cash Rate as at the due date calculated daily and compounded monthly but in no circumstances will the interest charged exceed 20% per annum.

6.2 The Customer acknowledges and agrees that the Supplier has appointed ANWE Group as its non-exclusive agent to issue credit and collect any debts owed by the Customer that are due from time to time to the Supplier.

6.3 A statement in writing signed by an authorised officer of the Supplier or ANWE Group confirming that there is a valid Order or setting out the moneys due or owing to the Supplier at the

date of the statement, shall be sufficient and prima facie evidence of theplacement of the Order and the amount due or owing, until the contrary is proven.

6.4 The Supplier acknowledges that any payment made to ANWE Group for a debt owed to the Supplier is in full or partial satisfaction of the debt owed to it, to the extent of the payment made.

7. Retention of title

7.1 The Supplier retains legal and equitable title in any Goods supplied to the Customer until payment in full for or in connection with the supply of the relevant Goods has been received by the Supplier.

7.2 Notwithstanding that title in the Goods remains with the Supplier until payment has been received in full, the Customer may sell such Goods or use the Goods in a manufacturing or construction process in the ordinary course of the Customer's business. As between the Customer and the purchaser of any item of the Goods, the Customer sells as principal and not as agent of the Supplier.

7.3 The proceeds of sale of each item of Goods or process must be held by the Customer in a separate fund on trust for the Supplier and the Customer is under a duty to account to the Supplier for such proceeds. The creation of, or any failure of, any such trust shall not in any way limit the obligation of the Customer to pay an amount to the Supplier for Goods supplied.

7.4 Until Goods are sold or used in a manufacturing or construction process, the Customer must keep the Goods safe and free from deterioration, destruction, loss or harm, clearly designate the Goods as the property of the Supplier, store them in such a way they areclearly identified as the property of the Supplier and keep full and complete records, firstly, of the physical location of the Goods and, secondly, the ownership of the Goods by the Supplier.

7.5 The Supplier is irrevocably entitled at any time and from time to time before sale of any item of Goods by the Customer to inspect or to recover and retake possession of such Goods and otherwise exercise in relation to the Goods, any of its rights whether those rights are as owner and/or unpaid seller or otherwise and whether those rights are conferred by common law, contract, statute or in any other way. In order to exercise such entitlement, the Supplier and its agents are irrevocably authorised by the Customer to enter any of the Customer's premises or vehicles or those of any third party. The Customer agrees to obtain the consent of any such third party to such entry by the Supplier and to indemnify the Supplier and its agents for any liability arising from any entry upon such third parties' premises or vehicles. The Supplier and its agents agree to take all reasonable care in removing the Goods from such premises or vehicles but, to the extent this liabilitymay be disclaimed by law, are not liable for any damage or injury to such premises caused by the removal of the Goods.

7.6 This reservation of title and ownership is effective whether or not the Goods have been altered from their supplied form, or commingled with other goods.

8. Security interest

8.1 The retention of title arrangement described in clause 7 constitutes the grant of a PMSI or other security interest by the Customer in favour of the Supplier in respect of all present and after acquired Goods supplied to the Customer by the Supplier.

8.2 The Customer must immediately, if requested by the Supplier, sign any documents, provide all necessary information and do anything else required by the Supplier to ensure that the Supplier's PMSI is a perfected security interest.

8.3 The Customer will not enter into any security agreement that permits any other person to have or to register any security interest in respect of the Goods or any proceeds from the sale of the Goods until the Supplier has perfected its PMSI.

8.4 For any Goods supplied that are not goods that are used predominately for personal, domestic or household purposes, the parties agree to contract out of the application of ss 95, 118, 121(4), 130, 132(4),135, 142 or 143 of the PPSA in relation to the Goods.

8.5 The Customer hereby waives any rights the Customer may otherwise have to:

(i) receive any notices the Customer would otherwise be entitled to receive under ss 95, 118, 121, 130, 132 or 135;

(ii) apply to a Court for an order concerning the removal of an accession under section 97;

(iii) object to a proposal of the Customer to purchase or retain any collateral under ss 130 and 135; and

(iv) receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating toany security interest the Supplier may have in Goods supplied to the Customer from time to time.

8.6 For the purposes of this clause "PPSA" means the Personal Property Securities Act 2009. The expressions "accession", "collateral", "financing statement", "financing change statement", "security agreement", "security interest", "perfected security interest" and "verificationstatement" have the meanings given to them under, or in the context of the PPSA. References to sections are to sections of the PPSA.

9. Risk

9.1 Risk in relation to any Goods passes to the Customer on delivery of the Goods.

10. Charging Real Property - Customer and Director

10.1 To better secure the payment of all monies which the Customer may become liable to pay to the Supplier, and as an essential condition of these Conditions, the Customer charges all of its interest in real and personal property both present and future and wheresoever situatedwith the amount of the Customer's indebtedness to the Supplier and any other ANWE Group on any account whatsoever.

10.2 The Customer shall, immediately upon demand being made on the Customer by the Supplier, whether directly or via ANWE Group, sign all documents and do all things that the Supplier may reasonably require to be signed and done to further secure to the Supplier the amount of any indebtedness owed to the Supplier from time to time by the Customer including, but without being limited to, such mortgage or mortgages over any Real Property (whether acquired before or after the date of the Goods or Services are supplied) containing such covenants as are required by the Supplier and such bills of sale or mortgage debentures over any or all items of personal property.

10.3 The Customer (and if more than one then jointly and each of them severally) irrevocably appoint(s) the Supplier, ANWE's Credit and Billing Agent, each Manager and each Credit Manager from time to time of the Supplier, each successor of the Supplier, each assignee of the Supplier and each of them severally to be the duly constituted attorney of each Customer to execute in the name of each Customer any documents including, without limitation, any mortgage or mortgages of Real Property, bills of sale, mortgage debentures or any like documents and Consents to any Caveats as the Supplier may wish to lodge against any dealings in the Real Property of the Customer in any Titles Office (and if more than one Customer, the Real Property of each Customer severally and Real Property of each combination of Customers) and to do all acts and execute any documents necessary to give effect to and/or register any of the foregoing.

10.4 The Customer consents unconditionally to the Supplier lodging a caveat or caveats noting its interest in any Real Property.

10.5 Each Customer undertakes and warrants not to object to or otherwise endeavour to prevent the lodging of any such caveat or take anysteps to remove any such caveat. "Real Property" includes estates and interests including leasehold.

10.6 Without limiting, or otherwise prejudicing the above, the power of attorney under clause 10.3 may be granted under:
- (i) Powers of Attorney Act 2003 (NSW);
- (ii) Instruments Act 1958 (Vic);
- (iii) Powers of Attorney Act 1998 (Qld);
- (iv) Transfer of Land Act 1893 (WA);
- (v) Powers of Attorney and Agency Act 1984 (SA);
- (vi) Powers of Attorney Act 2000 (Tas);
- (vii) Powers of Attorney Act 1980 (NT); and
- (viii) Powers of Attorney Act 2006 (ACT).

10.7 The Customer also authorises any officer, partner or employee of any solicitors or agents engaged by the Supplier, ANWE Group or any of their officers or employees as referred to previously in this clause to sign any stamp duties form on their behalf so as to stamp any form required to lodge or withdraw any caveat lodged by the Supplier over any of the Real Property.

10.8 If the Customer is an incorporated body, in consideration of, and as an essential condition of the acceptance of this application for credit by the Supplier, the person accepting these Conditions (being directors of the Customer, or any person purporting to be a director or to otherwise have authority to bind the Customer), jointly and severally with the incorporated body and in their own names:
- (i) accept liability to the Supplier for the payment as principal debtor of all monies owed by the incorporated body to the Supplier from time to time and waive all rights as a mere surety which may be inconsistent therewith and hereby guarantee to the Supplier payment of all such monies;
- (ii) accept liability to the Supplier for the payment as principal debtor of any sum required to be paid by the Supplier to any administrator,liquidator, receiver or other controller of the incorporated body pursuant to law;
- (iii) enter in this agreement and the charge as contained in this clause 10; and
- (iv) bind the incorporated body and warrant our authority to bind the incorporated body.

11. Trustee

11.1 Where the Customer is the trustee of a trust, then the following provisions shall apply:
- (i) the Customer shall be liable in its personal capacity and in its capacity as trustee of the trust, for the performance of all obligations and undertakings under these Conditions and the Supplier T&Cs;
- (ii) the Customer warrants that the Customer has full, complete and valid authority pursuant to the trust to enter into these Conditions and the Supplier T&Cs and that it is indemnified out of the assets of the trust;
- (iii) notwithstanding that there is no reference to a specific trust the Supplier's right of recourse shall extend to both the Customer's assets personally and the assets of the trust; and
- (iv) the Customer undertakes to ANWE Group that the Customer's rights of indemnity against the trust assets have not been excluded by the provisions of the trust or by any breach of trust or otherwise and that the Customer will not release or otherwise prejudice such rights of indemnity.

12. Exclusion of implied terms

12.1 The Customer may have the benefit of certain statutory guarantees relating to the Goods and Services pursuant to the Competition and Consumer Act 2010 (Cth). Otherwise, to the maximum extent not prohibited by law, all terms, conditions or warranties that would be implied into these Conditions or the Supplier T&Cs or in connection with the supply of any Goods or Services by law, statute, custom or convention (including those relating to quality or fitness for purpose) are excluded.

13. Limitation of liability

13.1 To the maximum extent permitted by law and subject to clause 14, the Supplier's total liability arising out of or in connection with its performance of its obligations pursuant to these Conditions, the Supplier T&Cs, or arising out of or in connection with the supply of specific Goods or Services (including pursuant to or for breach of these Conditions, Supplier T&Cs or repudiation thereof, under statute, in equity or for tort, including negligent acts or omissions) is limited as follows:
- (a) the Supplier shall have no liability to the Customer for any Consequential Loss;
- (b) the Supplier's total aggregate liability for Loss, however arising, shall not exceed the GST exclusive aggregate price paid by the Customer to the Supplier for the specific Goods or Services that gave rise to the Loss in question. The limitations and exclusions in this sub-clause 13(b) do not apply to the extent that any Loss is directly attributable to:
  - (i) personal injury or death caused by the Supplier's negligence or breach of these Conditions or the Supplier T&Cs; or
  - (ii) fraud by, or willful default of, the Supplier.
- (c) Each party must take reasonable steps to mitigate any Loss it suffers or incurs.

14. Limitation of liability under Australian Consumer Law Guarantees

14.1 To the extent that Goods supplied by the Supplier are not goods of a kind ordinarily acquired for personal, domestic or household use and the Customer is deemed to be a consumer for the purposes of section 64A of the Australian Consumer Law, the Customer agrees that the Supplier's liability for a failure to comply with a consumer guarantee under the Australian Consumer Law in relation to those Goods (other than a guarantee under ss 51 (title), 52 (undisturbed possession) and 53 (undisclosed securities)), is limited to, at the option of the Supplier,one or more of the following:
- (i) replacement of the Goods or the supply of equivalent goods;
- (ii) the repair of the Goods;
- (iii) the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
- (iv) equivalent goods; or
- (v) the payment of the cost of having the Goods repaired.

14.2 To the extent that Services supplied by the Supplier are services other than services of a kind ordinarily acquired for personal, domestic or household use or consumption, the Supplier's liability for failure to comply with a consumer guarantee that the Customer may have the benefit of is limited to, at the option of the Supplier:
- (i) the supply of the Services again; or
- (ii) the payment of the cost of having the Services supplied again.

15. GST

15.1 If the Supplier has any liability to pay Goods and Services Tax (GST) on the supply of any Goods or Services to the Customer, the Customer must pay to the Supplier an amount equivalent

to the GST liability of the Supplier at the same time as the consideration is paid for the Goods or Services (unless the consideration for that supply is expressed specifically to be GST inclusive).

16. Withdrawal of credit

16.1 If the Customer fails to comply with any of the terms of these Conditions or any obligation to pay money to another ANWE Group company when due, or makes any misrepresentation to an ANWE Group company, the Supplier may, at its absolute discretion, immediately cease to extend credit to the Customer.

16.2 If the Supplier ceases to extend the Customer credit under this clause:

(i) all moneys payable by the Customer pursuant to these Conditions, the Supplier T&Cs or under any other terms or arrangements between the parties, shall become a debt immediately due and payable;

(ii) these Conditions, the Supplier T&Cs and any other terms or arrangements between the parties will continue unaffected except to the extent expressly notified in writing by the Supplier; and

(iii) the provision of Goods or Services to the Customer after the Supplier ceases to extend the Customer credit will be on the basis of cash on delivery or performance.

PART B

17. New ANWE Entities

17.1 It is intended that all New ANWE Entities will have the benefit of these Conditions.

17.2 The Customer promises ANWE Group that it will only Order Goods or Services from a New ANWE Entity on the strict condition that these Conditions and the Supplier T&Cs apply to such an Order and that the New ANWE Entity will have the benefit of and may enforce these Conditions and the Supplier T&Cs irrespective of the fact that the New ANWE Entity may not have been in existence or an ANWE Group company at the time of initial acceptance by the Customer of these Conditions.

17.3 Further, the Customer acknowledges that, in consideration for facilitating the extension of credit by a New ANWE Entity by ANWE Group to the Customer, ANWE Group holds the benefit of the promises made by the Customer under these Conditions on behalf of that entity.

18. Privacy disclosure and consent

18.1 The Privacy Policy of ANWE and its subsidiaries, is available upon request to the Supplier, and forms part of these Conditions and the Supplier T&Cs.

18.2 The Customer and Guarantors authorise the Supplier and ANWE Group to:

(i) obtain credit information about its personal, consumer and commercial credit worthiness from any bank or trade referee disclosed in this document and from any other credit provider or credit reporting agency for the purpose of assessing this application for credit, or in connection with any guarantee given by the Customer;

(ii) use, disclose or exchange with other credit providers and any ANWE Group company information about the Customer's credit arrangements and performance in order to assess an application for credit, monitor credit worthiness and collect overdue accounts; and

(iii) disclose the contents of any credit report on the Customer to the Supplier and any other ANWE Group company, and any of their solicitors and mercantile agents.

18.3 If the Customer does not provide the information requested in this document, the Supplier or ANWE Group may be unable to process the application or continue to provide credit or Goods and Services.

18.4 The Supplier's web site may be hosted, or some data stored overseas for reasons of uniformity and convenience for ANWE outside Australia. All personal information derived from Australia will still be treated in accordance with the Supplier's Privacy Policy while being stored overseas and in compliance with, at minimum, the provisions of the Privacy Act 1988.

18.5 In addition to the above, and in accordance with the Privacy Policy, the Customer and all Guarantors agree that the Supplier or its agent may collect, use or disclose personal information to ANWE Group Companies and to third parties for the purpose of providing the Goods and Services, responding to queries, providing information about goods and services, sending information on ANWE or other ANWE Group Companies and the Supplier's services, performing the Supplier's administrative and marketing operations, complying with legislative and regulatory requirements or as otherwise permitted or authorised by law, considering any other application the Customer may make to the Supplier or any ANWE Group company, managing the Supplier's rights and obligations in relation to external payment systems, e.g. credit card schemes and debit payment schemes, conducting market research or Customer satisfaction research, developing, establishing and administering arrangements (including rewards programs) with other organisations in relation to the promotion, administration and use of ANWE's goods, in connection with potential or actual unlawful activity, misconduct or transfers of ANWE's business or assets, and developing and identifying products and services that may interest the Customer.

18.6 ANWE Group complies with the privacy principles imposed by law in relation to the collection and disclosure of information regarding individuals. For further information on the way ANWE Group manage personal information, please refer to: http://www.anwe.com.au/privacy-policy.html

19. Governing law

19.1 These Conditions are governed by and is to be interpreted according to the laws in force in the State or Territory of Australia where the Goods or Services are supplied and the parties submit to the non-exclusive jurisdiction of the courts operating in that State or Territory. Where the Goods or Services are supplied to multiple States, these Conditions are governed by and is to be interpreted according to the laws in force in New South Wales and the parties submit to the non-exclusive jurisdiction of the courts operating in New South Wales. The operation of the United Nations Convention on Contracts for the Sale of International Goods is hereby excluded.

Section 6 - Acknowledgement

Acknowledgment
The Customer acknowledges that the Goods or Services it will acquire from any ANWE Group Company will be obtained for either the purpose of re-supply (whether or not in an altered form or as part of some other manufacture) or for the purpose of using them up or transforming them in trade or commerce in the course of a process of production or manufacture or in the course of repairing or treating other goods or fixtures on land.

Who must sign this Agreement on behalf of the Customer:
For Companies: Where there is only one director for the company then that person must sign; where there are two or more directors for the company then 2 Directors or a Director + Company Secretary must sign.
Sole Traders operating under their own name or under a business name: The individual.
Partnerships: All Partners of the Partnership.
Where this is not possible, please contact the Pentarch Forestry Office – details as per mailing instruction on page 1.

The Customer agrees to be bound by the Terms and Conditions stated in Section 5 of this Agreement.

Signatory		**Witness** Executed by independent witness	
Print Name (in block letters)		Print Name (in block letters)	
Position		Address	
Signature		Signature	
Date		Date	

Signatory		**Witness**	
Print Name (in block letters)		Print Name (in block letters)	
Position		Address	
Signature		Signature	
Date		Date	

Signatory		**Witness**	
Print Name (in block letters)		Print Name (in block letters)	
Position		Address	
Signature		Signature	
Date		Date	

Signatory		**Witness**	
Print Name (in block letters)		Print Name (in block letters)	
Position		Address	
Signature		Signature	
Date		Date	

Section 7 - PERSONAL GUARANTEE AND INDEMNITY AGREEMENT

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

IMPORTANT: As part of your application for credit, this Personal Guarantee and Indemnity Agreement must be completed and signed by all Directors, Sole Traders and Business Partners in the presence of Independent Witness (not spouses/partners or family members). Spouses/partners of all Directors, Sole Traders and Business Partners must sign as Guarantors in the presence of Independent Witnesses where there is joint ownership of personal assets.

I/We, the **Guarantor(s),** _____
Insert Guarantor(s)* name as applicable

have requested the Supplier to supply _____
Insert Company Name/Partnership/Sole Trader

Trust Name (if a Trust) _____
Insert Trust name

Trading as (if applicable) _____
Insert Registered Business Name

the "**Customer**" of _____
Insert Street Address (not PO Box) State Postcode

with Goods and Services on Credit.

*Guarantor(s) names should agree with those on page 10.

Should the Supplier elect to supply Goods or Services:

1. I/We guarantee payment to the Supplier of the whole price charged by the Supplier for Goods or Services supplied to the Customer from time to time, without any deduction or setoff whatsoever. I/We also guarantee payment of any other monies now or in the future owing by the Customer to the Supplier. I/We also guarantee the performance of the obligations of the Customer pursuant to the guarantee given by the Customer to ANWE in the Terms and Conditions at Section 5.
2. I/We indemnify the Supplier and ANWE against all costs, losses and expenses which the Supplier or ANWE incur as a result of any default by the Customer. I/We agree to pay any stamp duty assessed on this Guarantee.
3. My/Our guarantee and indemnity under this Guarantee is a continuing guarantee and will not be affected:
   (a) If the Supplier or ANWE grants any extension of time or other indulgence to the Customer or varies the terms of the Customer's account (even if this increases my/pour liability under this Guarantee)
   (b) by the release of any of the Guarantors or if this Guarantee is or becomes unenforceable against one or more of the Guarantors
   (c) any payment by the customer being later avoided by law, whether or not I/we have been given notice of these matters.
4. I/We agree that an application for credit made by the Customer is deemed to have been accepted from the date of the first invoice by the Supplier to the Customer and, without further notice to me/us, this Guarantee will extend to all liabilities from the Customer to that Supplier or to ANWE.
5. This Guarantee extends to credit given to the Customer in the future by a company which is not now, but at the time such credit is extended, an ANWE Group Company.
6. This Guarantee may be withdrawn by the Guarantor(s) on expiry of 14 days following written notice of withdrawal being delivered to both the Supplier's Company Secretary at the Supplier's registered office and also to ANWE's Company Secretary at its registered office. This Guarantee will continue in force in respect of all debt incurred up to the date of withdrawal.
7. I/We authorise ANWE to do each of the things listed in the Terms and Conditions in relation to my/our personal credit matters.
8. We agree to the following:
   (a) As security for the obligations and liabilities of the Guarantor(s), I/we charge for the due and punctual payment and performance of those obligations and liabilities, all of my/our legal and equitable interest (including as beneficial owner, both present and future) of whatsoever nature held in any and all Real Property in favour of the Supplier and ANWE.
   (b) Without limiting the generality of the charge in clause 8(a), I/we agree on request by the Supplier or ANWE or both to execute any documents and do all things reasonably required by the Supplier or ANWE to register a mortgage security over any Real Property. If the Guarantor(s) fails to deliver the requested documents, the Guarantor(s) hereby appoint/s ANWE to be the Guarantor's(s') lawful attorney for the purposes of executing and registering such documents. I/We indemnify the Supplier and ANWE on an indemnity basis against all costs and expenses incurred by the Supplier or ANWE as the case may be in connection with the preparation and registration of such mortgage documents.
   (c) I/We consent unconditionally to the Supplier or ANWE or both lodging a caveat or caveats noting its interest in any Real Property.
   (d) I/We agree to advise the Supplier in writing of the occurrence of any Insolvency Event, any change in my/our name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of my/our gross assets) as soon as practicable and not later than within two business days of such event, change or step occurring.
   (e) If any payment made by or on behalf of the Customer is alleged to be void or voidable by any liquidator or like officer or the Customer under any law related to insolvency, I/we indemnify the Supplier and ANWE against any costs or losses it may incur in connection with such claim. This indemnity shall continue to apply notwithstanding any withdrawal under clause 6.
   (f) If the charge created by clause 8(a) is or becomes void or unenforceable, it may be severed from this Guarantee without any effect on the Supplier's or ANWE's rights against the Guarantor(s).
   (g) If the Guarantor(s) is a trustee of a trust, the Guarantor(s) enters into this agreement in both the Guarantor's personal capacity and as trustee of that trust.
9. Any condition or agreement under this guarantee by or in favour of two or more persons is deemed to bind them jointly and severally or be in favour of each of them severally. If the Guarantor comprises more than one person the Supplier may at any time, and from time to time, proceed against any or all of them in respect of the Guarantor's obligations as the Supplier may choose in its absolute discretion, and the Supplier is not to be obliged to make any claim against all the persons comprising the Guarantor.
10. Until the whole of the Customer's obligations have been paid or satisfied in full, the Guarantor must not (except with the prior written consent of the Supplier) either directly or indirectly, and either before or after the winding up or bankruptcy of the Customer, or any person, take any steps to recover or enforce a right or claim against the Customer relating to any sum paid by the Guarantor to the Supplier or ANWE under this Guarantee including without limitation proving or claiming in competition with the supplier or ANWE so as to diminish any distribution, dividend or payment which, but for he proof or claim , the supplier or ANWE would be entitled to receive pursuant to the winding up or bankruptcy of the Customer.
11. The definitions in the Terms and Conditions shall apply in this Guarantee, except that "real Property shall mean all real property owned by the Guarantor(s) now or in the future, solely or jointly. Also, singular words include the plural and vice versa and references to any party to this Guarantee, include that party's executors, administrators, substitutes, successors or permitted assigns.

Important: Spouses of all Directors, Sole Traders and Business Partners must also sign below as Guarantors in the presence of Independent Witnesses.

Certificate of Guarantee – Executed as a Deed

Acknowledgement

By signing below as Guarantor(s), I/We understand the terms of this Guarantee. In particular, I/we understand that if the Customer fails to make any required payments to the Supplier, ANWE or the Supplier may recover the amount of these payments from me/us personally. In such case, ANWE or the Supplier may, amongst other recovery rights, take a charge over any Real Property.

I/We certify that I/We have had the opportunity of taking independent legal advice in relation to the meaning and effect of this Guarantee.

All Directors, Sole Traders, Business Partners and any other Guarantors complete, print and sign below as Guarantors in the presence of Independent Witnesses (not spouses or family members).

Guarantor		**Witness** Executed by independent witness	
Print Name (in block letters)		Print Name (in block letters)	
Address		Address	
Signature		Signature	
Email		Date	

Guarantor		**Witness** Executed by independent witness	
Print Name (in block letters)		Print Name (in block letters)	
Address		Address	
Signature		Signature	
Email		Date	

Guarantor		**Witness** Executed by independent witness	
Print Name (in block letters)		Print Name (in block letters)	
Address		Address	
Signature		Signature	
Email		Date	

Guarantor		**Witness** Executed by independent witness	
Print Name (in block letters)		Print Name (in block letters)	
Address		Address	
Signature		Signature	
Email		Date	

Mailing Instructions

For your application to be processed ensure you have completed and signed both the Credit Application Form and the Personal Guarantee and Indemnity Agreement (pages 9 and 10). Please return all original signed and witnessed documents to:

Pentarch Forestry
PO Box 3188
Regents Park NSW 2143
Ph: 1800 818 317
Email: timberar@pentarch.com.au