

TERMS AND CONDITIONS OF CREDIT

1. DEFINITIONS

In this Application:

“**Applicant**” means the party or parties defined as the Applicant in the Application.

“**Agreement**” means the agreement constituted by the acceptance of this Application by CGL.

“**Authorised Representative**” means CGL’s Group Credit Manager or such person as may be authorised by the Group Credit Manager from time to time.

“**CGL**” means Coventry Group Limited (ABN 37 008 670 102) also trading as Coventry Fasteners, Cooper Fund Systems, and Artia.

“**Conditions**” means these terms and conditions of Credit.

“**Goods**” means goods ordered by the Applicant from CGL.

“**Maximum Credit Limit**” means the sum referred to in paragraph 3.1 of the Conditions which is the aggregate maximum credit limit to be extended to the Applicant by CGL.

“**Services**” means services ordered by the Applicant from CGL.

2. ACCEPTANCE OF THE APPLICATION

2.1 Credit will not be provided until CGL accepts this Application. The Application is accepted by CGL upon receipt by the Applicant of written notification given by the Authorised Representative (“Notification”) that the Application is accepted by CGL.

2.2 If CGL accepts this Application, the provision of Goods or Services and credit facilities to the Applicant are subject to the Terms and Conditions of Quotation and Sale.

2.3 If the Application is made by more than one Applicant, each Application is jointly and severally liable under this Agreement.

3. CREDIT LIMIT

3.1 The Notification, at CGL’s sole discretion, may state the Maximum Credit Limit that CGL will extend to the Applicant and the identity of CGL’s relevant trading divisions authorised to extend credit to the Applicant.

3.2 If CGL accepts this Application, it is not obliged to extend credit to the Applicant in excess of the Maximum Credit Limit nor is any trading division other than as described in the Notification required to extend credit to the Applicant.

3.3 CGL may alter the Maximum Credit Limit upon notice to the Applicant and/or extend credit to

the Applicant in excess of the Maximum Credit Limit in its absolute discretion.

4. STATEMENTS

4.1 Each of the trading divisions of CGL which supplies Goods and/or Services to the Applicant must provide the Applicant with a monthly statement in respect of thereof (“Statements”).

4.2 The Statements will set out the sum of:

(a) an open item summary of all Goods and/or Services purchased by the Applicant from CGL pursuant to the credit facility provided herein, less

(b) any invoices paid by or credited to the Applicant.

4.3 A document signed by the Authorised Representative indicating the amount owing by the Applicant is conclusive evidence of that amount, except in the case of manifest error.

4.4 Payment for Goods and/or Services is due in accordance with the Terms and Conditions of Quotation and Sale.

5. REPRESENTATIONS

5.1 The Applicant (and the Directors and Partners of the Applicant, if applicable), warrants as to the correctness of the information which it/they has/have furnished to CGL in this Application, and acknowledges that CGL has relied upon this information in determining whether or not to grant credit, and the extent thereof the Applicant.

6. CHARGE

6.1 The Applicant and each of the Guarantors, if any, hereby jointly and severally charge all their right, title and interest in the property or properties referred to in the Application as the Trading Address and Private Addresses that may be owned by any of them and also any land that they own currently or may acquire in the future solely or jointly or have or become to have a beneficial interest in, in favour of CGL, with due and punctual observance of all of the obligations of the Applicant. The Applicant indemnifies CGL against all expenses and legal costs (on a solicitor/own client basis) for preparing, lodging and removing any caveat.

6.2 The Applicant and each of the Guarantors, if any, hereby acknowledge that CGL may at its discretion register and lodge a caveat(s) on such property or properties in respect of the interest conferred on it under this clause 6.

Such registration of a caveat by CGL over the Applicant’s property or properties must not be challenged by the Applicant in any way whatsoever, and the Applicant agrees not to take any steps in filing a “lapsing notice” via the Land Titles Office to have the caveat removed, until such time that the Applicant has paid all monies owing by it to CGL as claimed from time to time.

7. GENERAL

7.1 The Applicant must not assign or transfer any of its rights or obligations in connection herewith to any other person whatsoever.

7.2 The Applicant must advise the Authorised Representative in writing no later than fourteen (14) days before a charge in effective control of the Applicant or of any change or alteration of any particulars contained in this Application (if applicable). CGL (upon receipt of such advice) is entitled to review the Agreement and in its sole discretion, to terminate the Applicant’s credit facilities upon seven (7) days written notice (the “Notice Period”) to the Applicant. In such circumstances, CGL is entitled to payment by the Applicant of a sum equal to the cost of Goods and/or Services then unpaid by the Applicant upon expiry of the Notice Period. The Applicant shall indemnify CGL in respect of any loss arising from the Applicant’s failure to so notify.

7.3 If the Applicant signs the Application as the trustee of any trust (the “Trust”), the Applicant is personally liable for the performance of all covenants contained in the Agreement and agrees that CGL’s right of recourse pursuant to this Agreement shall not be limited to the Applicant’s assets but shall extend the assets of the Trust.

7.4 If the Applicant is a company, all directors and the directors’ spouses are required to sign a personal guarantee or guarantees collateral to this Application. The Applicant agrees to pay the stamp duty in respect of such guarantee to guarantees.

7.5 If the Applicant is a trustee, all trustees are required to sign a personal guarantee. The Applicant agrees to pay the stamp duty in respect of such guarantees.