

4. TERMS OF CREDIT (Officeworks Superstores Pty Ltd referred to as "Officeworks")

- 1 In applying for credit with Officeworks, I/we (who in these terms will be referred to as "the Customer") acknowledge that any credit granted following this application will be subject to the terms and conditions stated in this application or as subsequently varied by Officeworks at its discretion and advised to the Customer.
- 2 Payment terms are "Net 30 Days", payment being due within 30 days from the date of invoice unless alternative terms are agreed upon by Officeworks in writing. Account payments are not subject to any settlement discount.
- 3 Credit limit approved by Officeworks and advised to the applicant must not be exceeded. Officeworks periodically reviews its credit limits. By signing these Terms of Credit, the Customer permits Officeworks to review and revise its credit limit from time to time. Officeworks may increase or reduce the Customer's credit limit at the Customer's specific request. Officeworks may also reduce the Customer's credit limit without approval, but Officeworks will not reduce the Customer's credit limit below the outstanding balance on the Account at the time of the reduction without prior communication with the Customer.
- 4 Ownership in goods invoiced remains with Officeworks and does not pass to the Customer until payment is made in full. Notwithstanding the ownership in the goods remaining with Officeworks until full payment is made, risk in the goods passes to the Customer immediately upon delivery of the goods to the Customer.
- 5 The Customer must not, in a commercial context, re-sell or offer for sale any goods purchased from Officeworks without the written permission of Officeworks and subject to any additional terms imposed by Officeworks. The Customer will hold any proceeds arising from a sale of the goods in contravention of this paragraph on trust for Officeworks.
- 6 Officeworks, or its representatives, reserves the right to actively pursue collection of outstanding amounts, and costs, if any, will be passed on to the account of the Customer.
- 7 Officeworks may at any time set-off amounts owed by Officeworks to the Customer from the amounts owed by the Customer to Officeworks. Officeworks will ordinarily apply payments against the oldest outstanding amount due.
- 8 The Customer indemnifies and holds harmless Officeworks and its officers, employees and agents from and against all actions, claims, proceedings or demands which may be brought or made against it or them or any of them in respect of any loss, injury, or damage arising out of any breach of these terms and conditions by the Customer or any negligent act or omission by the Customer and from and against all damages, costs and expenses incurred in defending or settling any action, claim, proceeding or demand arising from such breach, act or omission.
9. So far as the law permits, the liability of Officeworks for a breach of a condition or warranty that cannot be excluded is limited, at the option of Officeworks, to:
 - (a) the replacement or repair of the goods;
 - (b) the supply of equivalent goods; or
 - (c) the cost of replacing or repairing the goods or of acquiring equivalent goods.
10. Officeworks hereby advises that, pursuant to s. 18E(8) of the Privacy Act 1988, information disclosed in the course of this credit application may be disclosed to a credit reporting agency. Under Section 18E(8)(c) of the Privacy Act 1988 Officeworks is allowed to give a credit reporting agency personal information about the Customer's credit application, information which may be given to an agency is covered by Section 18E(1) of the Act and includes identity particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E(3)); the fact that the Customer has applied for credit and the amount, the fact that Officeworks is a credit provider to the Customer, payments which become overdue outside of agreed trading terms and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by the Customer which have been dishonoured more than once; in specific circumstances, that in the opinion of Officeworks you have committed a serious credit infringement; that credit provided to you by Officeworks has been paid for or otherwise discharged.

Pursuant to ss. 18K(1) and 18N (1) of the Privacy Act 1988 and para. 2.12 of the Credit Reporting Code of Conduct issued under s. 18A of that Act, the Customer hereby agrees to Officeworks obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to creditworthiness); and agree to that agency or provider providing that information to Officeworks for that purpose. You further agree to the obtaining from, and provision by, such agency or provider further credit reports, which may assist Officeworks in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead.
11. Officeworks is not liable for any costs incurred in the completing of this Credit Application form. You are responsible for any stamp duty or other government charges levied on or in connection with this Application, Terms and Conditions, credit facility or guarantee.
12. **Director's Guarantee** – If you are a body corporate, Officeworks may require one or more of your directors or officers to guarantee repayment of the balance of the credit facility. Officeworks will notify you of this requirement and seek your consent.
13. **Confidentiality of your information** – Except as required by law, Officeworks will only use or disclose your personal information as necessary for the credit facility - for example, to Accounts Receivables staff or to external auditors.
14. **Default** – If you or an authorised operator:
 - (a) obtain credit by fraud or dishonesty; or
 - (b) allow the amount of a monthly statement to remain unpaid for more than 30 days from its due date; or
 - (c) breach any of these terms and conditions; or
 - (d) being an individual commit an act of bankruptcy or become insolvent under administration; or
 - (e) become an externally-administered body corporate or have an application for winding-up filed against you; or
 - (f) use the credit facility in circumstances where Officeworks believes that the continued use of the credit facility may cause loss or damage to you or Officeworks; or if
 - (g) any person who has guaranteed your obligations under the credit facility withdraws his, her or their guarantee, then Officeworks may close or suspend the credit facility. If the credit facility is closed or suspended then Officeworks may require immediate payment of all outstanding amounts. Suspension or cancellation does not affect any of your obligations or those of any authorised operator in respect of the credit facility.

5. 30-DAY ACCOUNT CARD

30-Day Account Card(s) are available to approved customers. Purchases at any Officeworks stores will be charged against the 30-Day Account. The card will clearly display both the Company and Cardholder name, as well as a cardholder signature panel.

Please issue 30-Day Account cards to the following members of my organisation:

Cardholder Name

Cardholder Signature

Cardholder Name

Cardholder Signature

Cardholder Name

Cardholder Signature

Cardholder Name

Cardholder Signature

Cardholder Name

Cardholder Signature

For the purpose of card(s) activation, the Primary Contact or primary purchaser required to complete the following:

Security Question

Security Answer

New card(s) will be mailed to you within 14 working days.

In order to activate your card(s), please call 1300 633 423 (Option 3 then Option 1), with your nominated Security Answer.

6. ADDITIONAL INFORMATION AND AUTHORISATION

Please list below any additional information you may feel is relevant to your request to a credit application.

For this application to be processed, one of the signatories must be the Managing Director and the other must be the Primary Contact.
I/We accept and agree to comply with the above in respect to the provision of a credit account with Officeworks Terms of Credit 1 to 14.

Name	Managing Director	Primary Contact Name	Position
_____ Signature	_____ Date / ____ / ____	_____ Signature	_____ Date / ____ / ____



Officeworks Superstores Pty Limited
ABN 36 004 763 526

PLEASE RETURN COMPLETED FORM TO:
PO BOX 513 East Bentleigh VIC 3165, AUSTRALIA
FAX: 03 8575 1999
EMAIL: credit@officeworks.com.au

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