



COMMERCIAL CREDIT TERMS & CONDITIONS
Rexel Electrical Supplies Pty Ltd ABN 42 000 437 758 trading as
Rexel Electrical Supplies and Lear & Smith



The Applicant hereby applies to Rexel Electrical Supplies Pty Limited (**Rexel**) for a Credit Account. The Applicant warrants that the credit account will be used predominantly for business and commercial purposes. The Applicant acknowledges and agrees that:

1. Rexel may make enquiries in relation to the Applicant's commercial creditworthiness including, but not limited to, obtaining reference or reports from credit reporting agencies, trade suppliers, credit providers and trade insurers;
2. Rexel may disclose the whole or part of the information provided in this Application and any information created or collected during our trading relationship to credit reporting agencies to add to or create any credit information file or database in relation to the Applicant;
3. Rexel may use the personal information provided in this Application, and any personal information Rexel collects, about the Applicant and the Principals of the Applicant and anyone else named as a principal of the Applicant in any credit report, to obtain a credit report from a credit reporting agency containing commercial credit information about the Applicant or Principals, or to exchange information with other credit providers about those individuals in the case of any default. Information will be used for the purpose of assessing this Application and for managing our ongoing trading relationship. Rexel may use personal information supplied and collected for the additional purposes of managing purchase orders, payments and communicating with your representatives about our products and services. Rexel may use personal information in the manner described in Rexel Privacy Policy, available on the website www.rexelha.com.au or on request;
4. Unless otherwise agreed in writing, signed by an authorised representative of Rexel, all goods or services purchased from Rexel are purchased in accordance with Rexel's Terms of Sale as available on the website www.rexel.com.au;
5. If this credit application is accepted and goods are supplied into the possession of the Applicant before payment, title to the goods remains with Rexel, no legal or equitable interest in the goods whatsoever will pass to the Applicant until the full amount for the goods has been paid. Until title so passes, the Applicant holds the goods on Rexel's behalf as bailee and acknowledges that a fiduciary relationship exists between Rexel and the Applicant. The Applicant may dispose of the goods to a bona fide sub purchaser provided that such disposals are in the ordinary course of the Applicant's business and that the Applicant assigns to Rexel (the assignment being absolute and not by way of security) all monetary proceeds received by or on behalf of the Applicant in respect to the goods. The Applicant agrees that: (i) it holds the proceeds of re-supply of all goods on trust for and as agent for Rexel (ii) it must maintain records of all disposals of the goods and must permit inspection of these records by Rexel promptly upon request, and (iii) it will indemnify Rexel against any claim, action, damage, loss, liability, cost, expense that Rexel suffers, incurs or is liable for in respect of Rexel's exercise of its rights under this clause. The Applicant acknowledges that this document creates a security interest in all goods supplied to the Applicant under the Personal Property Securities Act 2009 (Cth) (PPSA), and that Rexel may register a financing statement to perfect its security interest in the goods supplied, in accordance with the provisions of the PPSA. The Applicant will provide all information, execution or arrange for execution of all documents and do all other things that Rexel may require to ensure that Supplier has a perfected first ranking security interest in the goods under the PPSA. The Applicant waives its rights to receive a verification statement in respect of any financing statement or financing change statement registered by or on behalf of Rexel under the PPSA to the extent permitted by the PPSA;
6. Subject to clause 5, until the purchaser has made full payment for goods the Applicant shall not, without the prior written consent of Supplier, create a security interest in the goods or the sale proceeds of the goods to any third party or permit any lien over the goods or the sale proceeds of the goods;
7. Rexel may, at its absolute discretion, at any time suspend or withdraw credit from the Applicant without prior notice; and
8. The person completing this Application warrants that he/she is authorised to make this application and agree to these terms & conditions on behalf of the Applicant.