

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. These Commercial Credit Terms & Conditions apply in addition to Rexel's Terms of Sale and Privacy Policy. To the extent of any inconsistency, the parties acknowledge that these Commercial Credit Terms & Conditions apply.

The Applicant warrants that the credit account is not intended to be used wholly or primarily for personal, family or household purposes; to maintain, renovate or improve residential property for investment purposes and will be used predominantly for business and commercial purposes.

The Applicant acknowledges and agrees that:

- 1) This application is subject to Rexel's Privacy Policy available at www.rexelha.com.au, which includes information about credit reporting. Alternatively, you can ask us for a copy of our Privacy Policy;
- 2) We do not expect to disclose credit information or credit eligibility information to entities without an Australian link. Our Privacy Policy includes information about:
 - a) how you may access or correct credit information and credit eligibility information we hold;
 - b) how you may complain, and how we will deal with a complaint, about a failure of Rexel to comply with the Privacy Act or the Credit Reporting Code;
- 3) You acknowledge that we may disclose your personal information (including credit information and credit eligibility information) to illion (Australia) Pty Ltd (www.illion.com.au), Equifax Pty Ltd (www.equifax.com.au) and Creditworks Australia Pty Ltd (www.creditworks.com.au) (each a **CRB**) each of which may include that information in reports to other credit providers. You can access our CRB's credit policies at their websites. You have the right to request CRBs not to use credit reporting information for the purposes of pre-screening or direct marketing by a credit provider, or if you believe on reasonable grounds that you have been, or are likely to be, the victim of fraud;
- 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.