

To: Forest One Australia Pty Ltd ABN 35 004 051 003 and each of its subsidiaries, divisions, affiliates, associated companies and related entities and any successors and assigns ["ForestOne"].

1. Business Name: _____
2. Legal Entity: _____ ("Customer")
3. Business Address: _____ Post Code: _____
4. Nature of Business: _____ Date Established: _____
 How long current owner? _____
5. Postal Address: _____ Phone No: _____
 Fax No: _____
6. Email Address: _____ ABN: _____
7. Partnership or Company: _____

8. If A PARTNERSHIP list all partners and if a "PTY LTD" Company list all Directors and Secretary

Name	Address	Date of Birth	Private Telephone

9. TRUSTS Is the Customer involved or associated in any way with a Trust (whether Family Trust or Unit Trust)?
 Yes No
10. INSOLVENCY Has the customer or any of its directors or partners been insolvent or involved in any way with an insolvent (liquidation, receiver, Administrator, bankruptcy or Part X etc.)?
 Yes No
11. BAS When does the Customer lodge Business Activity Statements (BAS)?
 Monthly Quarterly
 Date last BAS lodged _____

Bank	Branch	Phone No:
Are the Business Premises owned? <input type="checkbox"/> Yes <input type="checkbox"/> No	Leased? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Owned: Current Market Value \$	Mortgage Debt \$	Lender:
1. Plant and Equip. owned (not leased) \$		2. Stock \$
3. Debtors \$		Other \$

13. TRADE REFERENCES (must be similar value to level of credit sought).

Name	Address	Private telephone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

14. The Customer applies for a Credit Account and agrees that the Terms and Conditions of Trade on pages 4 to 6 will govern all dealings between the Customer and ForestOne and any part or member of the ForestOne Group.

15. Credit Limit Requested \$ _____ 16. Expected Monthly Purchases \$ _____

17. The Customer warrants that it is solvent and has the future ability to pay all of its debts as and when they fall due.
18. ForestOne will be deemed to have accepted this Application if it allows the Customer to trade with it on credit or any part or member of the ForestOne Group.
19. Credit Information: The Customer and the person completing this application irrevocably authorise ForestOne, its servants and agents to make such enquiries as they deem necessary to investigate the credit worthiness of the Customer and the person completing this application from time to time, including the making of enquiries with persons nominated as trade references, the bankers of the Customer any credit provider or Credit Reporting Agency and including personal credit and consumer credit information and Land Data property inquiries and name searches (hereinafter called "the information sources"). The Customer and the person completing this application hereby authorise the information sources to disclose to ForestOne such information concerning the Customer and the person completing this application which is within their possession. The Customer and the person completing this application agree that the information provided on this Credit Application concerning the Customer and the person completing this application and any relevant trading information arising from any dealings between the Customer and ForestOne may be disclosed to a Credit Reporting Agency or any other interested person.

20. Person(s) Completing This Application:

Position: _____

Name: _____

Address: _____

SIGNATURE: _____

(Signed for and on behalf of the Customer)

The person completing this application on behalf of the Customer **HEREBY REPRESENTS & WARRANTS** that the information set out herein is true and correct and they are duly authorised to sign this Application on behalf of the Customer and **ACKNOWLEDGES** that ForestOne will rely upon and be induced thereby to grant credit and/or to deal with the Customer.

GUARANTEE AND INDEMNITY (03/24)

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

IMPORTANT: As part of the Customer's Credit Application for credit, this Guarantee and Indemnity must be completed and signed by all directors of each corporation comprising the Customer, in the presence of independent witnesses (not spouses/partners or family members).

Where there is a joint ownership of personal assets, spouses/partners of all directors, sole traders, and business partners must also sign this Guarantee and Indemnity as Guarantors in the presence of independent witnesses. If required by ForestOne, any subsidiaries or related entities of the Customer must also sign this Guarantee and Indemnity as Guarantor.

In this Guarantee and Indemnity, reference to "ForestOne" means a reference to Forest One Pty Ltd ABN 35 004 051 003 and each of its subsidiaries, affiliates, associated companies and related entities.

In consideration of ForestOne agreeing at the request of the Customer:

(print name and ACN / ABN as applicable)

as named in this Credit Application submitted by the Customer to ForestOne for the provision of commercial credit to the Customer ("Credit Application"), each person named as guarantor ("Guarantor") below enters into this Guarantee and Indemnity ("Guarantee") in favour of ForestOne on the following terms:

- 1 **Guarantee:** Each Guarantor (jointly and severally) unconditionally and irrevocably guarantees to ForestOne the due and punctual payment of all moneys payable by the Customer to ForestOne from time to time which includes without limitation money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages ("Guaranteed Money") without any deduction or set off whatsoever.
- 2 **Indemnity:** As a separate and additional obligation, each Guarantor indemnifies ForestOne against all costs, claims, damages, losses and expenses which ForestOne incurs as a result of any default or non-performance by the Customer under or in relation to ForestOne's Terms and Conditions of Trade (as may be varied from time to time in accordance with its terms), a copy of which is attached to the Credit Application and each Guarantor acknowledges having received and/or being given notice of, read and understood ForestOne's current Terms and Conditions of Trade before signing this Guarantee.
- 3 **Payment:** Each Guarantor must pay any money payable by the Guarantor under this Guarantee on demand to ForestOne.
- 4 **Continuing Guarantee:** Each Guarantor acknowledges and agrees that its obligations are absolute and unconditional and that this Guarantee is a continuing guarantee and will not be affected:
 - (a) by any suspension or termination of the Customer's credit account;
 - (b) by the enforcement of any security interest granted in favour of ForestOne by the Customer or by any Guarantor;
 - (c) if ForestOne grants any extension of time or other indulgence or compromise to the Customer or varies the terms of the Terms and Conditions of Trade (even if this increases its liability under this Guarantee);
 - (d) by the release of any of the Guarantors or if this Guarantee is or becomes unenforceable against one or more of the Guarantors; or
 - (e) by any payment by the Customer to ForestOne being later avoided by law, whether or not each Guarantor has been given notice of these matters.
- 5 **Binding effect:** Each Guarantor acknowledges that:
 - (a) its obligations under this Guarantee bind its executors, administrators, successors and permitted assignees (as applicable); and
 - (b) if there is more than one person or entity listed as a Guarantor under this Guarantee, the Guarantors are jointly and severally liable under this Guarantee and that ForestOne may enforce this Guarantee against any one or more Guarantor/s without necessarily enforcing this Guarantee against every Guarantor.
- 6 **Application of moneys received:** If ForestOne receives or recovers money under this Guarantee, ForestOne may use it to pay off whichever part of the Guaranteed Money it chooses and does not have to apply it for the Guarantor's benefit or as directed by the Guarantor.
- 7 **Charge:** As security for payment to ForestOne of the Guaranteed Money and for its obligations generally under this Guarantee, each Guarantor charges in favour of ForestOne the whole of the Guarantor's undertaking, property and assets currently held by the Guarantor and any of the Guarantor's undertaking, property and assets acquired by the

SIGNATURES

All required Guarantors should complete their name and details in the table below and then voluntarily sign as Guarantors where required below. By signing below as Guarantor(s), each Guarantor as listed below:

Name (including ACN/ABN if applicable)	Address

- A certifies that it understands and agrees to be bound by the terms of this Guarantee. In particular, each Guarantor understands that if the Customer fails to make any required payments to ForestOne, ForestOne may recover the amount of these payments from the Guarantor;
- B certifies that it has had the opportunity of taking independent legal advice in relation to the meaning and effect of this Guarantee and has either obtained such advice prior to signing or has voluntarily declined to do so; and
- C certifies that it has not relied on anything said by the Customer or by ForestOne as to what this document means or what the effects of this Guarantee may be.

Guarantor after the date of this Guarantee. Each Guarantor irrevocably appoints ForestOne to do all things necessary to create, register and perfect each such charge and ForestOne may recover the costs of doing any such thing from the Guarantor.

8 PPSA:

- 8.1. The Guarantor acknowledges that this Guarantee constitutes a security agreement for the purpose of the Personal Property Securities Act 2009 (Cth) ("PPSA") and that ForestOne may make any registration or notification under the PPSA in connection with any security interest granted to ForestOne by the Guarantor.
- 8.2. The Guarantor undertakes to do anything that is required by ForestOne to ensure that any security interest contemplated or constituted by this Guarantee is enforceable and perfected and to ensure that ForestOne's security position, and rights and obligations, are not adversely affected by the PPSA or any other law.
- 8.3. The Guarantor agrees that:
 - (a) ForestOne is not required to give any notice under the PPSA (including a notice of verification statement under section 157) unless a requirement to provide notice under the PPSA cannot be excluded (however, nothing prohibits ForestOne from giving a notice under the PPSA or any other law); and
 - (b) to the extent permitted by the PPSA, the following provisions of the PPSA will not apply and are contracted out of: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130 (to the extent it requires the secured party to give notice to the grantor); section 132(3)(d); section 132(4); section 135; section 142 and section 143.
- 8.4. The parties agree that neither party may disclose any information of the kind referred to in section 275(1) of the PPSA (including any information or document in connection with any Security Interest) unless section 275(7) of the PPSA otherwise applies.
- 8.5. The Guarantor irrevocably grants to ForestOne the right to enter upon any property or premises owned, possessed or controlled by the Guarantor, without notice (and without being in any way liable to the Guarantor or to any third party) upon which any collateral which is the subject of a security interest contemplated under this Guarantee is located for the purpose of taking possession of any such collateral or otherwise if ForestOne has cause to exercise any of its rights, and the Guarantor indemnifies ForestOne from any claims or demands made by any third party as a result of such exercise.
- 8.6. The Guarantor agrees that in the enforcement of any security interest which is contemplated or constituted by this Guarantee, ForestOne may appoint any person as a receiver or receiver and manager of any collateral and any such person appointed will be the Guarantor's agent and the Guarantor will be responsible (at the Guarantor's cost) for anything such person does or fails to do in its capacity as receiver or receiver and manager.
- 8.7. ForestOne's rights under this clause are in addition to any rights ForestOne has under part 4 of the PPSA.
- 9 **Enforcement:** ForestOne may claim against any of the Guarantors under this Guarantee and enforce any security interest contemplated in this Guarantee before ForestOne enforces its rights against the Customer under the Terms and Conditions of Trade.
- 10 **Trusts:** The Guarantee binds the Guarantor both personally and as trustee of the relevant trust of which the Guarantor is a trustee.
- 11 **Expenses:** Each Guarantor must pay ForestOne all costs, charges, fees and expenses incurred by ForestOne in connection with the exercise of any right or power under this Guarantee (including enforcement of any security interest) and any failure of the Guarantor to comply with any obligations under this Guarantee.
- 12 **Privacy:**
 - (a) Each Guarantor agrees that ForestOne may obtain from time-to-time reports as to the Guarantors' creditworthiness from any credit report agency, bankers, or credit provider which may include personal information about the Guarantors or disclose information about the Guarantors to any of those persons for the purpose of ascertaining the Guarantor's creditworthiness.
 - (b) If the Customer or any Guarantor defaults in their payment obligations, ForestOne may disclose all or any information relating to the Guarantors to a collection agency for the purpose of recovering outstanding moneys.
- 13 **No release:** A Guarantor may request in writing to ForestOne that the Guarantor Guarantee be released from this Guarantee by ForestOne. If ForestOne, in its absolute discretion agrees to release any or all of the Guarantors from this Guarantee, each released Guarantor will remain liable under this Guarantee in respect of all monies payable by the Customer to ForestOne as at the date the Guarantor is released from this Guarantee.
- 14 **Electronic signatures:** Subject to compliance with applicable laws, this Guarantee may be executed electronically by each Guarantor and an executed electronic copy of the same will serve as a legal and binding contract with the same force and effect as the original.
- 15 **Governing law:** The Guarantee is governed by the laws of the State of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of its courts.

Executed as a deed poll in favour of ForestOne

INDIVIDUAL

SIGNED, SEALED and DELIVERED by the Guarantor in the presence of:

.....
Signature of witness Signature of Guarantor

.....
Name of witness (print) Name of Guarantor (print)

DATE:

INDIVIDUAL

SIGNED, SEALED and DELIVERED by the Guarantor in the presence of:

.....
Signature of witness Signature of Guarantor

.....
Name of witness (print) Name of Guarantor (print)

DATE:

TRUST (Individual Trustee)

SIGNED by the Guarantor as trustee for the _____ **(Name of Trust)** in the presence of:

.....
Signature of witness Signature of Guarantor

.....
Name of witness (print) Name of Guarantor (print)

DATE:

COMPANY

EXECUTED by the Guarantor in accordance with section 127 of the Corporations Act 2001 (Cth):

.....
Signature of director Signature of director/company secretary

.....
Name of director (print) Name of director/company secretary (print)

DATE:

COMPANY

EXECUTED by the Guarantor in accordance with section 127 of the Corporations Act 2001 (Cth):

.....
Signature of director Signature of director/company secretary

.....
Name of director (print) Name of director/company secretary (print)

DATE:

TRUST (Corporate Trustee)

EXECUTED by the Guarantor as trustee for the _____ **(Name of Trust)** in accordance with section 127 of the Corporations Act 2001 (Cth):

.....
Signature of director Signature of director/company secretary

.....
Name of director (print) Name of director/company secretary (print)

DATE:

INDIVIDUAL

SIGNED, SEALED and DELIVERED by the Guarantor in the presence of:

.....
Signature of witness Signature of Guarantor

.....
Name of witness (print) Name of Guarantor (print)

DATE:

INDIVIDUAL

SIGNED, SEALED and DELIVERED by the Guarantor in the presence of:

.....
Signature of witness Signature of Guarantor

.....
Name of witness (print) Name of Guarantor (print)

DATE:

TRUST (Individual Trustee)

SIGNED by the Guarantor as trustee for the _____ **(Name of Trust)** in the presence of:

.....
Signature of witness Signature of Guarantor

.....
Name of witness (print) Name of Guarantor (print)

DATE:

COMPANY

EXECUTED by the Guarantor in accordance with section 127 of the Corporations Act 2001 (Cth):

.....
Signature of director Signature of director/company secretary

.....
Name of director (print) Name of director/company secretary (print)

DATE:

COMPANY

EXECUTED by the Guarantor in accordance with section 127 of the Corporations Act 2001 (Cth):

.....
Signature of director Signature of director/company secretary

.....
Name of director (print) Name of director/company secretary (print)

DATE:

TRUST (Corporate Trustee)

EXECUTED by the Guarantor as trustee for the _____ **(Name of Trust)** in accordance with section 127 of the Corporations Act 2001 (Cth):

.....
Signature of director Signature of director/company secretary

.....
Name of director (print) Name of director/company secretary (print)

DATE:

TERMS AND CONDITIONS OF TRADE (03/24)

This Terms and Conditions of Trade ("these Terms") has been updated on [1/3/2024 ("Effective Date")] and will apply all contracts, dealings and/or arrangements made between Forest One Pty Ltd ABN 35 004 051 003 and each of its subsidiaries, affiliates, associated companies and related entities ("ForestOne") and any Customer ("Customer") relating to any goods or services provided by ForestOne on and after the Effective Date unless otherwise agreed in writing.

1 Placement of Orders and Purchase Price:

- (a) The Customer may request the goods or services by issuing an order to ForestOne. ForestOne is not obliged to provide the relevant goods or services until ForestOne has issued a corresponding quotation to the Customer and the Customer has accepted the quotation in writing, following which an order becomes an agreed order by the parties.
- (b) Prices contained in any quotation are estimates only. The Customer acknowledges that the prices for the goods are on a floating basis.
- (c) Unless otherwise agreed between ForestOne and the Customer, the price for the goods will be the then current price for such goods prior to delivery as notified by ForestOne to the Customer and the Customer acknowledges that the actual price of the goods may be different to any price shown in a quotation or any price then current at the time the relevant order was placed by the Customer.
- (d) All Government imposts and any GST ("Imposts") will be to the Customer's account.
- (e) If any dispute arises concerning any order (and including any measurement, quality, quantity, identity, or authority or any telephone, facsimile, e-mail or computer generated order) the internal records of ForestOne will be conclusive evidence of what was ordered unless there are manifest errors or conflicting records within ForestOne's system.
- (f) Each order placed will be and be deemed to be a representation made by the Customer at the time that it is solvent and able to pay all of its debts as and when they fall due.
- (g) Failure to pay in accordance with these Terms will be and be deemed to be conclusive evidence that the Customer had no reasonable grounds for making the representation referred to in clause 1(f) and that the representations were unconscionable, misleading and deceptive.
- (h) When any order is placed, the Customer must inform ForestOne of any material facts which would or might reasonably affect the commercial decision by ForestOne to accept the order and/or grant credit in relation thereto. Any failure to do so will create and be deemed to create an inequality of bargaining position and will constitute and be deemed to constitute the taking of an unfair advantage of ForestOne and to be unconscionable, misleading and deceptive.

2 Payments and Interest:

- (a) Payment is to be by cash, cheque, or electronic funds transfer without set-off or deduction of any kind, within 30 days from the end of month of invoice date.
- (b) ForestOne may apply a payment received from the Customer to any amounts owed by the Customer (including interest, part payment of an invoice, administration, collection and other costs) in any order.
- (c) If the Customer disputes an invoice, the Customer must notify ForestOne in writing of the disputed invoice within 10 business days after the invoice was issued. Notwithstanding the dispute, the Customer must pay the invoice in accordance with clause 2(a). ForestOne will issue a credit note or arrange a refund to the Customer for any amount that has been correctly disputed.
- (d) ForestOne is entitled to set-off or deduct any amount payable by ForestOne to the Customer.
- (e) A payment dishonour fee may be charged by ForestOne, which will include the amount of the dishonour fee charged by the relevant bank and a reasonable amount for the administrative costs incurred by ForestOne if a Customer's payment is dishonoured except in the circumstances where an invoice has been correctly disputed by the Customer.
- (f) Interest is payable on overdue accounts at a rate of 1% per calendar month.

3 Title and Risk:

- (a) Title in goods will not pass on any basis until payment in full of all monies owed to ForestOne ("Full Payment").
- (b) ForestOne reserves the right to take possession and dispose of goods as it sees fit at any time until Full Payment and the Customer grants permission to ForestOne to enter any property (whether owned by it or otherwise) where any goods are, in order to do so and with such force as is necessary.
- (c) Risk in the goods will pass to the Customer at the time of delivery.
- (d) A document signed by an officer of ForestOne identifying goods and certifying that monies are owing to ForestOne (acting reasonably) will be conclusive evidence of ForestOne's title thereto.
- (e) Upon sale or disposition of goods prior to Full Payment the Customer agrees to hold all proceeds
- (f) Upon Trust for ForestOne in a separate bank account, agrees not to mix proceeds with any other monies and will immediately account to ForestOne therefore even if ForestOne may have granted any credit facility and/or time to pay. Failure by the Customer to comply with this subclause does not render invalid the trust to be established under this subclause.
- (g) Until Full Payment the Customer agrees:
 - (i) to keep all goods as fiduciary for ForestOne and to store them in a manner which shows ForestOne as owner; and will keep them safe and free from deterioration, destruction, loss or harm.
 - (ii) only to sell goods in the usual course of business; and
 - (iii) sale on terms, at cost or less than cost will not be "in the usual course".
- (h) Clause 3 is not intended to create a charge and must be read down to the extent necessary to avoid being a charge
- (i) If the Customer uses or incorporates any goods in any production, process or manufacture or combines them with anything to create a finished or combined new thing for disposition then upon such disposition prior to Full Payment, the Customer agrees to hold such part of the proceeds thereof (and until payment is received by the Customer, that part of any applicable book debt) as equals the costs of the goods used and/or incorporated therein (at the prices invoiced by ForestOne to the Customer) Upon Trust for ForestOne until Full Payment.

4 Limitation of Liability:

Subject to clause 37 and if the Customer is not a Consumer (as defined under the Australian Consumer Law), then:

- (a) ForestOne will not be liable for any claim arising after 7 days from delivery of goods or performance of services (or at all once goods have been unpacked, modified, on-sold or otherwise used or applied) after which there will be deemed to be unqualified acceptance.
- (b) ForestOne's maximum aggregate liability to the Customer for all claims in connection

with these Terms, whether in contract, tort (including without limitation negligence), in equity, under statute or under an indemnity, is limited to the total amount paid by the Customer to ForestOne (net of any refunds or credits) within 12 months prior to the date of the claim.

- (c) The liability of a party for loss or damage sustained by another will be reduced proportionately to the extent that such loss or damage has been caused by another party's failure to comply with its obligations and responsibilities under these Terms and to the extent that the negligence or other wrongful act or omission of the other party has contributed to such loss or damage, regardless of whether a claim is made by the other party for breach of contract or for negligence or under an indemnity.
- (d) ForestOne is not liable to the Customer or any other person for any indirect, special or consequential loss or damage or loss of profits suffered or incurred by the Customer however caused in connection with the performance of ForestOne's obligations under these Terms or otherwise.

5 Returns:

Subject to clause 37 and if the Customer is not a Consumer (as defined under the Australian Consumer Law), then:

- (a) If ForestOne elects to take back product it must be in as new and saleable condition and upon terms agreed and a re-stocking fee of not less than 20% of invoice value will apply.
- (b) Custom made or custom processed goods or goods acquired / manufactured by ForestOne specifically for the Customer will not be returnable.
- (c) Any goods which are accepted by ForestOne as defective may be returned and will be replaced free of charge or be the subject of a credit for the invoiced value. "Free of charge" does not include labour, transport or material costs.

6 Supply and Delivery:

- (a) ForestOne will supply goods to the Customer subject to the availability of the goods and the Customer's compliance with these Terms.
- (b) ForestOne accepts no responsibility for delivery but may elect to arrange delivery at its discretion and without any liability and at the Customer's cost and responsibility in all things.
- (c) Once the Customer has been notified that goods are ready for collection, the Customer agrees to pay all costs of holding or handling goods.
- (d) The Customer will be deemed to have accepted liability for the goods immediately when ForestOne notifies that they are ready for collection.
- (e) The following clauses apply if ForestOne elects to arrange delivery:
 - (i) ForestOne reserves the right to charge for any delivery.
 - (ii) If ForestOne notifies the Customer of an anticipated date of delivery of the goods, such a date is an estimate only and is not a contractual commitment to deliver the goods to the Customer on that date. ForestOne will not be liable for delay, failure or inability to deliver any goods for any reason that is out of ForestOne's reasonable control.
 - (iii) The Customer will be deemed to have accepted delivery and liability for the goods immediately when they are delivered to a carrier or to the Customer's business premises or site whether attended or not.
 - (iv) A document (including without limitation a consignment note) purporting to be signed by an officer of ForestOne confirming delivery will be conclusive evidence of delivery as will any signed delivery docket.
 - (v) The Customer shall provide reasonable and proper access to any site specified for delivery and Council approved crossing facilities.
 - (vi) The Customer agrees to pay all costs and expenses arising from frustrated or delays in delivery to the extent that is caused by reasons that are out of ForestOne's reasonable control.
 - (vii) The Customer shall be responsible for any damage, costs (including clean-up costs) or fines caused in the course of delivery whether to footpaths or to any other property unless they are caused by ForestOne's intentional misconduct.

7 Variation:

Variation or cancellation of any order, dealing or arrangement must be agreed in writing by ForestOne.

8 Exclusions:

- (a) No dealing with the Customer will be or be deemed to be a sale by sample or description.
- (b) If ForestOne publishes material about its goods and prices, any part which is incompatible with these Terms is expressly excluded.
- (c) The Customer will rely on its own knowledge and expertise in choosing any product for any purpose.
- (d) Any advice or assistance given for or on behalf of ForestOne must be accepted at the Customer's risk and must not be or be deemed given as expert or adviser nor to have been relied upon.

9 On-Sale:

The Customer agrees that upon on-sale of any goods to inform any third party involved of these Terms and in particular the provisions of clause 3 and especially clause 3(g).

10 Severability:

Any part of these Terms can be severed without affecting any other part.

11 Default:

- (a) Default or breach by the Customer of these Terms or in any dealings with ForestOne will entitle ForestOne to retain all monies paid, call-up all monies due or owing (whether currently due and owing or not), cease further deliveries, recover from the Customer all loss of profits and/or take immediate possession of any product, without prejudice to any other of its rights and without liability to any party.
- (b) The Customer agrees not to commence or continue or permit to be commenced or continued any action against ForestOne whilst the Customer is in default under any part of these Terms.
- (c) To the maximum extent permitted by law, if the Customer on-sells any product, the Customer agrees to pay to a Stakeholder nominated by ForestOne, the cost price incurred or payable by ForestOne for the acquisition of the product for supply to the Customer (estimated at 75% of the amount invoiced to the Customer by ForestOne), before the Customer is entitled to take any step in any proceedings commenced by ForestOne for payment for that product. The Customer agrees that this clause may be pleaded as a bar to any action by the Customer until payment to the Stakeholder has been made. The Stakeholder nominated is authorised to invest the moneys at 30 day call with any major banking institution in Australia. The money so held to be applied in accordance with any appropriate Court determination or agreement between the parties resolving the proceedings.

12 Goods and Services:

Subject to clause 37 and to the maximum extent permitted by law:

- (a) ForestOne disclaims any responsibility or liability whatsoever relating to suitability for any particular purpose or process.
- (b) The Customer agrees to check all goods prior to use alteration or any application thereof whether in relation to suitability for any particular purpose, process or otherwise.
- (c) the Customer agrees to check and test all goods for compliance with all relevant

- applicable standards and regulatory bodies before use, on-sale or application and to use or apply same in accordance with all applicable standards, regulations and guidelines, with all manufacturers and/or ForestOne recommendations and directions as well as with good commercial practice.
- (d) ForestOne may update, modify, make substitution or alter any of its goods or any component or raw material incorporated in or used in forming any part of any goods as part of its ongoing business. The Customer agrees to accept current goods in substitution for any goods ordered provided they are not materially different.
- (e) ForestOne disclaims any responsibility or liability relating to any goods:
- (i) processed or made to designs, drawings, specifications or measurements etc. or with materials which are provided or approved (whether in part or fully) by or on behalf of the Customer; and/or
 - (ii) utilised, stored, handled or used incorrectly or inappropriately.
- 13 Other Terms and Conditions and Variation of these Terms:**
- (a) Terms and/or conditions sought to be imposed by the Customer upon ForestOne will not apply unless agreed in writing by ForestOne.
 - (b) ForestOne reserves the right to vary these Terms at any time by providing at least 7 days' notice. This may include changes needed to reflect changes to the law, changes to these Terms, or changes to the goods or services.
 - (c) The amended Terms will only become effective at the conclusion of the above notice period ("Variation Date") and will only apply to orders agreed on or after the Variation Date. The Customer's continued ordering of goods or services constitutes its acceptance to the varied Terms.
- 14 Recovery Costs:** The Customer will pay (on a full indemnity basis) all costs and expenses of ForestOne, its legal advisers, mercantile agents and others acting on its behalf in respect of anything instituted or being considered as a result of any breach of these Terms or breach of any related dealings with ForestOne by the Customer.
- 15 Attornment:** To give effect to its obligations arising under Clause 20, the Customer hereby irrevocably appoints any solicitor for ForestOne from time to time, as its attorney.
- 16 Customer Restructure:**
- (a) The Customer will notify ForestOne of any change in its structure or management including any sale or disposition of any part of the business of the Customer, any change in director, shareholder, management, partnership or trusteeship or sale of any material part of its business ("Restructure") within 7 days of any such change.
 - (b) The Customer agrees it will:
 - (i) cause any new entity created by virtue of a Restructure ("New Entity") to be bound by these Terms; and
 - (ii) continue to be bound by these Terms despite a Restructure and will indemnify ForestOne for any loss or damage it suffers as a result of a breach of these Terms by the New Entity.
- 17 Jurisdiction:** All contracts made with ForestOne will be deemed to be made in the State/Territory in which the goods and/or services were supplied by ForestOne and the Customer and ForestOne submit to the jurisdiction of the appropriate Courts in or nearest the capital city of that State/Territory. In the event of any dispute as to the correct jurisdiction (or if the goods and/or services have been supplied to the Customer in more than one State/Territory), the determination (at any time) by ForestOne of the jurisdiction will be binding on the Customer.
- 18 Credit Limit:** ForestOne can vary or withdraw any credit facility or limit it at any time at its discretion and without any liability to the Customer or any other party. Such actions initiated by ForestOne will not in itself result in the Customer automatically being in default. The outstanding balance of the credit amount must be paid by the Customer in accordance with clause 2.
- 19 Waiver:** If ForestOne elects not to exercise any rights arising as a result of breach of these Terms it will not constitute a waiver of any rights relating to any subsequent or other breach.
- 20 Security for Payment:** The Customer agrees subject to clause 33, that:
- (a) despite anything to the contrary contained herein or any other rights which ForestOne may have howsoever, where the Customer is the owner of land, realty or any other asset capable of being charged and/or over which a security interest may be created ("Asset"), the Customer agrees, upon ForestOne's written request, to mortgage and/or charge all of their joint and/or several interest in the Asset to ForestOne to secure all amounts and other monetary obligations payable by the Customer to ForestOne;
 - (b) it grants a lien to ForestOne over any of its property in the possession or control of ForestOne until Full Payment;
 - (c) it will execute any documents and to do all things requested by ForestOne to register a mortgage (or such other security ForestOne requires) over any current or later acquired real property the Customer has an interest in;
 - (d) it consents unconditionally to ForestOne lodging a caveat noting ForestOne's interest in any current or later acquired real property the Customer has an interest in; and
 - (e) ForestOne may (without limitation) exercise its rights under clause 15 to effect compliance with this clause 20.
- 21 Force Majeure:** ForestOne is not liable to the Customer for any delay or failure to perform its obligations pursuant to these Terms if such delay or failure to perform is due to force majeure being a circumstance beyond its reasonable control, including strikes, lockouts, fires, floods, storm, drought, riots, war, embargoes, civil commotions, supplier shortages, plant or mechanical breakdown, disease or pandemic, acts of God or any other activity beyond ForestOne's control.
- 22 Intellectual Property:**
- (a) If ForestOne utilises any design, patent or intellectual property or follows any instruction provided by or on behalf of the Customer, the Customer indemnifies ForestOne against any claim, proceeding, damages or liability for any loss, cost or expense arising as a result whether for any alleged infringement of any intellectual property or otherwise.
 - (b) The Customer must not advertise, use or represent any intellectual property of ForestOne or of any goods themselves in any way without the prior written consent of ForestOne.
 - (c) If the Customer breaches or permits any breach of this clause, it acknowledges ForestOne may suffer claims by third parties as a result (e.g.: by models whose images are reproduced without authority and/or by parties who are entitled to exploit any intellectual property) and clause 30 will apply.
- 23 Specifications:**
- (a) Any illustration drawing or specification supplied by ForestOne ("Specs") are drafts and approximates and are for illustration purposes and the Customer should not rely on the accuracy of such Specs in any way.
 - (b) Any tangible or intellectual property rights in Specs remain the property of ForestOne and may be recalled at any time.
- (c) Specs are to be treated at all times as confidential and not made use of without the prior written consent of ForestOne.
- 24 No Set-Off:** No set-off or counterclaim will be made or applied by the Customer until payment in full of all bona fide invoices raised by ForestOne (whether current or overdue) and this clause may be pleaded as a bar to any action taken prior to such payment in full.
- 25 Trusts:** The Customer agrees that these Terms binds it not only in its own capacity but also in its capacity as trustee for the relevant trust.
- 26 Survival:** Termination of these Terms and/or dealings between the Customer and ForestOne ("Cessation") will not end those provisions of these Terms that are capable of surviving Cessation.
- 27 Stock Discretion:** ForestOne has a continuing discretion to allocate available stock and gives no warranty as to certainty of supply unless expressly agreed in writing in advance.
- 28 Partial Delivery/Forward Orders:** If the Customer places forward orders or requests partial or instalment delivery, the Customer agrees:
- (a) ForestOne is entitled to make deliveries of goods constituting an order in multiple instalments and ForestOne may invoice and require payment separately in respect of each such instalment.
 - (b) failure to make a delivery of the total ordered quantity of goods will not invalidate the order as regards to the balance of goods not yet delivered; and
 - (c) unless agreed otherwise, ForestOne has no obligation to make any further delivery (including a further instalment of goods the subject of a partially delivered order) until such time as any monies outstanding by the Customer to ForestOne for or in respect of any goods previously delivered have been paid for in full.
- 29 Acceptable Variation:** The Customer will accept variation in quantities at plus or minus 5% and will pay pro-rata for the actual quantity delivered.
- 30 Indemnity:** To the maximum extent permitted by law, the Customer indemnifies ForestOne against any actions, claims, expenses, demands, costs, damages, proceedings or any other liability whatsoever suffered by ForestOne in connection with a breach of these Terms by the Customer except to the extent caused or contributed to by ForestOne's breach of these Terms or negligence..
- 31 Insolvency:**
- (a) If the Customer commits or is involved in any Insolvency Event, it will be deemed in default under these Terms.
 - (b) An Insolvency Event in this clause means, in relation to a person (which includes any company, trust, partnership, joint venture, association, corporation, body corporate or governmental agency):
 - (i) anything which reasonably indicates that there is a significant risk that such person, is or will become unable to pay its debts as and when they fall due or, is presumed to be insolvent under applicable law, including each of the following:
 - (A) a meeting of the person's creditors being called or held;
 - (B) a step being taken to make the person bankrupt (including a bankruptcy notice being issued against the person or a court order being made that the person is declared bankrupt);
 - (C) an application being presented or an order made for the sequestration of the person's estate;
 - (D) a step being taken to wind the person up or for the dissolution of the person or a resolution is passed for the winding up or dissolution of the person;
 - (E) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator, trustee, other controller or similar officer appointed to the person or any of its assets or a resolution is passed to appoint any of those persons to the person;
 - (F) the person proposing, entering into or resolving to enter into any scheme of
 - (G) arrangement (other than a scheme of arrangement only in relation to members, and, if applicable holders of options), any type of agreement, composition, compromise or arrangement with, or assignment for, the benefit of all of its creditors or any class of them;
 - (H) the person ceases or threatens to cease to carry on its main business;
 - (I) the person stops or suspends, or threatens to stop or suspend, the payment of all or a class of its debts;
 - (J) the person proposes or effects a moratorium involving any of the person's creditors;
 - (K) a garnishee notice is given concerning any money that the person is said to owe;
 - (ii) the appointment of a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator, trustee, other controller or similar officer to the person or any of its assets; or
 - (iii) any event under law which is analogous to, or which has a substantially similar effect to, any of the events referred to in clause 31(b)(i) and 31(b)(ii).
- 32 Personal Property Securities Act 2009:**
- (a) Where the Personal Property Securities Act 2009 ("PPSA") is in force, the Customer acknowledges that these Terms create a security interest under the PPSA in favour of ForestOne in all goods supplied by ForestOne to the Customer (and all goods previously supplied by ForestOne to the Customer), and for avoidance of doubt, the proceeds of sale of those Good.
 - (b) The Customer consents to ForestOne effecting a registration on the PPSA register (in any manner ForestOne considers appropriate) in relation to any security interest contemplated by these Terms (including but not limited to an interest under clause 3 in relation to retention of title) and further agrees:
 - (i) to do all things necessary and required by ForestOne to make sure that the security interest is a perfected "purchase money security interest" under the PPSA; and
 - (ii) not to allow any third party to acquire a security interest in the goods.
 - (c) To the extent that the goods are for the Customer's business use, the Customer agrees to the extent permitted under the PPSA, that the Customer has no right:
 - (i) to receive notice of removal of an accession under the PPSA.
 - (ii) under Chapter 4 of the PPSA; or
 - (iii) under the PPSA to receive a copy of any verification statement of financing change statement under the PPSA.
 - (d) Without in any way limiting clause 31(c), the Customer agrees that to the extent permitted under the PPSA, the Customer hereby waives its rights under sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132, 134, 135, 142 and 143 of the PPSA.

- (e) Unless otherwise agreed to in writing by ForestOne, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- (f) The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- (g) The Customer must not assign or grant a security interest in respect of any accounts owed to it in relation to the goods without ForestOne's prior written consent.
- (h) Without limiting any other provision of these Terms, if the Customer makes a payment to ForestOne at any time whether in connection with the supply of goods or otherwise, ForestOne may, at its absolute discretion, apply that payment to first satisfy obligations that are not secured, then obligations that are secured, but not by a purchase money security interest, in the order in which those obligations were incurred, and then obligations that are secured by a purchase money security interest in the order in which those obligations were incurred.
- (i) Everything the Customer is required to do under this clause 32 is at the Customer's expense. The Customer agrees to pay or reimburse ForestOne's costs and expenses in connection with anything ForestOne does under this clause 32.
- 33 Delamination and Timber:**
- (a) Delamination and Failure etc: The Customer acknowledges that laminated, veneered, plywood and decorated products sold are not manufactured or processed by ForestOne and accepts all risks associated with any delamination or failure.
- (b) Timber: The Customer acknowledges that ForestOne's timber goods have (inter alia) the following characteristics:
- (i) it is a natural product and variations in colour, texture and inherent quality occur;
- (ii) it is susceptible to changes in quality, structural strength, appearance, finish and/or colour due to mistreatment, poor storage, poor handling, inadequate, uninformed and/or inappropriate preparation, treatments, installation or use and by exposure to the elements, chemicals, sunlight and foreign materials etc;
- (iii) it is susceptible to bending, warping, crushing, swelling, delamination and fungal growth etc., if not stored or used properly;
- (iv) it is susceptible to damage and size variations which may be caused (inter alia) by relative humidity and/or moisture content as well as those things set out at clause 33(b)(i) above.
- (v) it may contain or be treated with poisons and/or potentially toxic chemicals (formaldehyde, preservatives, adhesives etc.) and should be stored and worked upon in well ventilated areas with proper exhaust systems and not burned; and
- (vi) product related dust and saw dust are inherently dangerous if inhaled and may be associated with Nasal Cancer.
- (c) Adverse Environments: The Customer acknowledges and agrees that goods can be adversely affected by severe environments, temperature extremes, frost, wind borne salt or abrasives which cause flaking, eat-away glaze or finish and reduce expected operating life especially in seaside locations.
- (d) MSDS: The Customer agrees to ensure all parties under its control have read and understood all relevant MSDS and observe and comply these and with all applicable Occupational Health and Safety laws and environmental laws relating to goods or their use or application.
- 34 Pallets:** The Customer will return all pallets and any re-useable packaging provided with goods and indemnifies ForestOne for the full replacement cost thereof, if not returned to ForestOne promptly and in good order.
- 35 Exclusion of warranty:**
- (a) To the maximum extent permitted by law and subject to clauses 2 and 37, ForestOne is not bound by any warranty (and the Customer agrees not to make any claim against ForestOne in relation to any warranty) in respect of goods or services unless all goods and services have been paid for in full without set-off or deduction of any kind.
- (b) No other term, condition, agreement, warranty, representation or understanding whether express or implied in any way extending to or otherwise relating to or binding upon ForestOne is made or given.
- 36 Warranty by Customer:** Unless otherwise expressly notified to ForestOne in writing, the Customer warrants that goods it acquires from ForestOne are obtained for: (i) the purpose of resupply; or (ii) for the purpose of using them up or transforming them in the course of a process of production or manufacture; or (iii) for the purpose of using them up or transforming them in the course of in the course of repairing or treating other goods or fixtures on land.
- 37 Australian Consumer Law:**
- (a) If the Customer is a Consumer under the Australian Consumer Law, nothing in these Terms is intended to remove the Customer's rights under the Australian Consumer Law, including to statutory guarantees that may apply to goods and services supplied by ForestOne. If ForestOne is entitled to limit the remedies available to Customer for breach of such guarantees, it expressly limits its liability as set out in this clause 37 to the maximum extent permitted by law.
- (b) If the Customer is a Consumer (as defined under the Australian Consumer Law) and any of the goods supplied by ForestOne are not goods of a kind ordinarily acquired for personal, domestic or household use or consumption, the Customer agrees that ForestOne's liability for a failure to comply with a guarantee under the Australian Consumer Law in relation to those goods (other than under sections 51(title), 52(undisturbed possession) and 53(undisclosed securities) of the Australian Consumer Law) is limited to, at the option of ForestOne, one or more of the following: (i) the 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) the payment of the cost of having the goods repaired.
- (c) If the Customer is a Consumer (as defined under the Australian Consumer Law) and any of the services supplied by ForestOne are not services of a kind ordinarily acquired for personal, domestic or household use or consumption, ForestOne's liability for a failure to comply with a guarantee under the Australian Consumer Law in relation to those services is limited to, at the option of ForestOne: (i) the supply of the services again; or (ii) the payment of the cost of having the services supplied again.
- (d) If the Customer resupplies goods imported or manufactured by ForestOne to a Consumer (as defined under the Australian Consumer Law), the Customer must limit its liability to the Consumer on terms similar to those set out in clause 37(b). If such goods are not goods of a kind ordinarily acquired for personal, domestic or household use or consumption, Customer acknowledges that ForestOne's liability to indemnify the Customer under s274 of the Australian Consumer Law in respect of such goods is expressly limited to a liability to pay the Customer an amount equal to the lowest of: (i) the cost of replacing the goods; (ii) the cost of obtaining equivalent goods; or (iii) the cost of having the goods repaired.
- 38 Electronic Signatures:** Subject to compliance with applicable laws, the Credit Application (which includes these Terms) may be executed electronically by the Customer and an executed electronic copy of the same will serve as a legal and binding contract with the same force and effect as the original.

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