

# Addendum 1

## [FOR INCLUSION IN APPLICATION FOR CREDIT FACILITIES]

### 1. Terms and Conditions of Application for Credit

- 1.1 Corporations First Pty Ltd ABN 58 129 841 854 (“**Containers First**”) may, at its absolute discretion, approve or decline this Credit Application.
- 1.2 The Proprietor, and where the Proprietor is a corporation each director of the Proprietor acknowledges and agrees as follows, if the Account for Credit is approved:
  - (a) to pay for all goods sold and delivered or services provided within 30 days of the date in which the goods are invoiced or the services are provided or within such other period of time as may be notified to the Proprietor from time to time by Containers First in writing;
  - (b) if any sequestration order is made affecting property of the Proprietor, or the Proprietor commits any act of bankruptcy or any application or order is made or resolution passed for the Proprietor’s liquidation, or the Proprietor is placed in receivership, an administrator is appointed to the Proprietor or any official manager or statutory manager is appointed, or the Proprietor ceases to trade or carry on its business in the usual manner, any amount then owing (whether then due or not) by the Proprietor shall become immediately payable and Containers First may, without prejudice to any other rights that it may have, exercise any of its rights pursuant to these terms;
  - (c) that the Proprietor will pay for all goods sold or services provided by Containers First in accordance with the terms of payment set out in this Credit Application or as may be notified to the Proprietor by Containers First from time to time;
  - (d) that the Proprietor will indemnify Containers First against and agree to reimburse it for any expenses it may reasonably incur in recovering or attempting to recover payment from the Proprietor of the amounts which may from time to time be overdue and for any costs losses or damages it may reasonably incur in supply of goods or services to the Proprietor;
  - (e) that each or all the directors of the Proprietor signing this application agree to be personally, jointly and severally bound by clauses (a), (b), (c), and (d) above and personally indemnify Containers First in respect of any breach by the Proprietor of these clauses;
  - (f) That Containers First, in its absolute discretion, refuse credit to the Proprietor at any time; and
  - (g) That ownership of all goods supplied to the Proprietor shall remain with Containers First, and Containers First shall have a security interest in all such goods, until full payment is made of all moneys owing to Containers First from time to time. Where the Proprietor is in breach of any of the provisions of this Credit Application or any sales agreement with Containers First, Containers First may enter on any premises upon which its goods are located for the purpose of taking possession of its goods.

## 2. Consent to Use Personal Information

2.1 By signing this Credit Application to Proprietor authorises Containers First :

- (a) collect, use and disclose Personal Information about the Proprietor for the primary purpose of providing services (or for purpose which would be reasonably expected) to the Proprietor including but not limited to determining whether to start, stop or limit the supply of services to the Proprietor, billing and account management;
- (b) Receive and disclose Personal Information or documents about the Proprietor to or from:
  - (i) Credit providers or credit reporting agencies for the purpose permitted under the Privacy Act 1988 (Cth);
  - (ii) Law enforcement agencies to assist them in prevention of criminal activity;
  - (iii) Containers First's agents and contractors for purposes that are related to providing the Proprietor with the services and which the Proprietor reasonably expects Containers First I to use that information for.

2.2 If the Proprietor is an individual, Containers First I will, in accordance with the Privacy Act 1988 (Cth) at the Proprietor's request:

- (a) Provide the Proprietor with access to the Proprietor's Personal Information held by Containers First; and
- (b) Correct any Personal Information of the Proprietor that is inaccurate, incomplete or out of date,

## 3. Definitions

For the purposes of these terms and conditions:

**"Credit Application"** means this application for credit facilities.

**"Proprietor"** includes each of the directors of the Proprietor where the Proprietor is a corporation.

**"Personal Information"** has the meaning given to it under Privacy Act 1988 (Cth).