



AUSTRALIAN BOOK WHOLESALERS PTY LTD

**Application for Credit
Terms of Trade
Guarantee
Privacy Consent**

PO Box 483, Sumner Park QLD 4074
17 Bronze Street, Sumner Park QLD 4074

Ph: (07) 3279 3666
Fax: (07) 3279 4666

Australian Book Wholesalers Pty Ltd
ABN: 46 119 803 459
ACN: 119 803 456

How to Complete these Forms

1. Please read all documents carefully

- Credit Application
- Terms and Conditions of Trade
- Personal Guarantee
- Privacy Act Consent Form and Warranties and Acknowledgments

2. Signing Requirements

IMPORTANT: To have your Application considered, you must sign the Forms in each box

In EACH place requiring a signature, the following applies:

- If you are a sole trader, **you** must sign
- If you are applying as a partnership, **all** partners must sign
- If you are applying for your company, **all** directors must sign or someone authorised to sign on behalf of the company
- If you are applying as individual trustee, **all** individual trustees must sign
- If you are applying for a company trustee, **all** directors must sign or someone authorised to sign on behalf of the company

For the Guarantee Form 3

- If you are a sole trader or partnership, you need not sign this form
- For more than 2 Guarantors, **all** additional Guarantors must sign a **copy of the form**
- **Each** signature must be witnessed by an independent witness

3. When finished

- When all parts (if needed) have been signed, please return **BY MAIL** all parts, except the Terms and Conditions of Trade, to the following postal address:

Accounts Receivable Department
Australian Book Wholesalers
PO Box 483
Sumner Park, QLD 4074

- For any queries about this application please contact ABW on (07) 3279 3666.

Before returning these forms, have you:

- | | |
|--|------------------------------|
| • Completed and signed the Application for Credit? | <input type="checkbox"/> Yes |
| • Read the Terms and Conditions of Trade? | <input type="checkbox"/> Yes |
| • Completed and Signed the Guarantee? | <input type="checkbox"/> Yes |
| • Signed Privacy Act Consent Forms and Acknowledgment and Warranty | <input type="checkbox"/> Yes |

As with any legal documents, you should seek independent legal and/or financial advice in relation to this application.

Thank you for your application and completing these forms.

6. BUSINESS HISTORY

Type of business: _____ Commenced operating: _____

How long has current owner been operating? _____ Government Instrumentality? _____

For all of the directors, partners, individual trustees or sole trader:

Have any been declared bankrupt? Yes No If yes, details: _____

Have any been involved in business that have failed or been liquidated Yes No If yes, details: _____

Names of related or subsidiary companies or partnerships: _____

7. TRADE/BUSINESS REFERENCES

4 trade or business references must be provided from current major suppliers that are providers of commercial credit

1. Name _____ Address _____

Contact _____ Tel _____ Fax _____

2. Name _____ Address _____

Contact _____ Tel _____ Fax _____

3. Name _____ Address _____

Contact _____ Tel _____ Fax _____

4. Name _____ Address _____

Contact _____ Tel _____ Fax _____

8. PERSON COMPLETING APPLICATION

Name: _____ Position: _____

Address (private) _____ Postcode _____

Signature: _____ Date: _____

The person completing this Application on behalf of the Applicant HEREBY REPRESENTS & WARRANTS that the information contained in this Application is true and correct and they are duly authorised to sign this Application on behalf of the Applicant and ACKNOWLEDGES that ABW will rely upon and be induced thereby to grant credit and/or deal with the Applicant.

9. TERMS OF CREDIT

Credit will not be provided until Australian Book Wholesalers accept this application and provides written confirmation to the Applicant.

If Australian Book Wholesalers accept this application, the provision of goods and services and credit facilities to the Applicant are subject to the Terms and Conditions of Trade attached.

10. EXECUTION

By signing this application for credit, the Applicant:

- Acknowledges having been provided with Terms and Conditions of Trade and having read and understood them
- Agrees that the Terms and Conditions of Trade apply to the provision of goods and services to it by ABW.

if company or corporate trustee – signed for and on behalf of the Applicant

Name of authorised person: _____ Position: _____

Signature: _____ Date: _____

if sole trader, partnership or individual(s) as trustee

if partnership or individual(s) as trustee - all partners and individuals must sign

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

If more than 3 directors or individuals, please have additional directors/individuals sign a copy of this page.

Australian Book Wholesalers Pty Ltd

FORM 2: TERMS AND CONDITIONS OF TRADE

1. Definitions

In these Terms and Conditions of Trade:

"Agreement" means any agreement or contract entered into for the provision of goods or services by the Seller to the Customer;

"Terms" means these Terms and Conditions of Trade;

"Copyright Material" means any copyright work produced by or on behalf of the Seller in the provision of the goods or services;

"Customer" means a person, firm or corporation, jointly and severally if there is more than one, acquiring goods or services from the Seller;

"goods" means goods supplied by the Seller to the Customer;

"GST" means the Goods and Services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* as amended;

"Intellectual Property" means all copyright, patents, trade marks, names, formulae, specifications, confidential information and all modifications, improvements and enhancements (whether registrable or not) owned by or licensed to the Seller in respect of the goods;

"Seller" means Australian Book Wholesalers Pty Ltd (ABN 46 119 803 459) and each of its subsidiaries, divisions, affiliates, associated companies and related entities; and

"services" means services supplied by the Seller to the Customer.

2. Basis of Agreement

2.1 Unless otherwise agreed by the Seller in writing, the Terms apply exclusively to every Agreement and cannot be varied or supplanted by any other condition, including the Customer's terms and conditions of purchase (if any).

2.2 Any written quotation provided by the Seller to the Customer concerning the proposed supply of goods or services is:

- (a) valid for 30 days;
- (b) an invitation to treat only; and
- (c) subject to the Customer offering to enter into an Agreement and accepting these Terms.

2.3 The Terms may include additional terms in the Seller's quotation, which are not inconsistent with the Terms.

2.4 The Agreement is accepted by the Seller when the Seller confirms its acceptance of an offer from the Customer in writing or electronic means or provides the Customer with the goods or services ordered.

2.5 The Seller in its absolute discretion may refuse to accept any offer.

2.6 The Seller may vary or amend these Terms by notice in writing to the Customer at any time. Any variations or amendments will apply to orders made by the Customer after the date of notice.

3. Pricing

3.1 Prices quoted for the supply of goods and services exclude GST and any other taxes or duties imposed on or in relation to the goods and services unless expressly stated otherwise. In addition to payment of the price of goods and services, the Customer must pay any GST and any other taxes or duties imposed in relation to the goods and services unless stated otherwise.

3.2 Any suggested or recommended retail prices contained in any price list of the Seller or any other document are an invitation to treat only, and are not binding on the Seller.

3.3 If the Customer requests any variation to an Agreement, the Seller may increase the price to account for the variation.

3.3 Where there is any change in the costs incurred by the Seller in relation to the goods or services, the Seller may vary its price for the goods or services in order to take account of any such change, by notifying the Customer.

4. Payment

4.1 Subject to clause 4.2, payment for the goods or services must be made in cash, cheque, bank cheque or EFT within 30 days from the end of month in which the invoice was issued unless otherwise agreed in writing.

4.2 The Seller also reserves the right to require payment in full on delivery of the goods or completion of the services.

4.3 Payment by cheque is not deemed made until the proceeds of the cheque have cleared.

4.4 Payment must be made to the address shown on the invoice or statement.

5. Payment Default

5.1 If the Customer defaults in payment by the due date of any amount payable to the Seller, then all money which would become payable by the Customer to the Seller at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and the Seller may, without prejudice to any other remedy available to it:

- (a) charge the Customer interest on any sum due at the prevailing rate plus 4 per cent for the period from the due date until the date of payment in full;
- (b) charge the Customer for, and the Customer must indemnify the Seller from, all costs and expenses (including without limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with the Terms or to recover any goods;
- (c) cease or suspend for such period as the Seller thinks fit, supply of any

further goods or services to the Customer;

(d) by notice in writing to the Customer, terminate any contract with the Customer so far as unperformed by the Seller;

without effect on the accrued rights of the Seller under any contract.

5.2 Clauses 5.1(c) and (d) may also be relied upon, at the option of the Seller:

- (a) where the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of creditors or any class of creditors generally ;or
- (b) where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.

6. Security for Payment

6.1 The Customer agrees upon request of the Seller to register a charge for payment of all monies owed and/or owing to the Seller from time to time in favour of the Seller:

- (a) by way of a fixed charge over its books of account, financial records, goodwill, documents of title and current and later acquired real property and intellectual property; and
- (b) by way of a floating charge, the whole of its other undertakings, property and assets.

7. Passing of Property

7.1 Until full payment in cleared funds is received by the Seller for all goods and services supplied by it to the Customer, as well as all other amounts owing to the Seller by the Customer:

- (a) title and property in all goods remain vested in the Seller and do not pass to the Customer;
- (b) the Customer must hold the goods as fiduciary bailee and agent for the Seller;
- (c) the Customer must keep the goods separate from its goods and maintain the labelling and packaging of the Seller;
- (d) the Customer is required to hold the proceeds of any sale of the goods on trust for the Seller in a separate account, however, failure to do so will not affect the Customer's obligation to deal with the proceeds as trustee; and
- (e) the Seller may without notice, enter any premises where it suspects the goods may be and remove them, notwithstanding that they may have been attached to other goods not the property of the Seller, and for this purpose the Customer irrevocably licences the Seller to enter such premises and also indemnifies the Seller from and against all costs, claims, demands or actions by any party arising from such action.

8. Risk and Insurance

8.1 The risk in the goods and all insurance responsibility for theft, damage or otherwise in respect of the goods will pass to the Customer immediately on the goods being delivered to the Customer's premises.

8.2 The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use or possession of any of the goods sold by the Seller, whether such goods are used singularly, or in combination with other substances or processes.

9. Acknowledgments

9.1 The Customer acknowledges that:

- (a) it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by the Seller in relation to the goods or services or their use, fitness for purpose or application;
- (b) it has the sole responsibility of satisfying itself that the goods or services are suitable for the use of the Customer or any contemplated use by the Customer, whether or not such use is known by the Seller and meet with all relevant applicable standards and regulatory bodies before use or on-sale;
- (c) Any description of the goods and services provided in a quotation or invoice is given by way of identification only and the use of such description does not constitute a contract of sale by description.

10. Performance of Agreement

10.1 Any period or date for delivery of goods or provision of services stated by the Seller is intended as an estimate only and is not a contractual commitment. The Seller will use its reasonable endeavours to meet any estimated dates for delivery of the goods or completion of the services.

10.2 A completed drivers manifest or delivery docket whether signed by the driver or by the Customer or its employee or agent will be proof of delivery of goods.

10.3 The Seller reserves the right to sub-contract to any other person the manufacture, supply or delivery of the goods or services or any part of them.

11. Delivery

11.1 The Seller will, at its discretion, arrange for the delivery of the goods to

- the Customer and designate the route and the means of transportation for the delivery of goods. In the event that the Customer requires a more expensive route or means of transportation the Customer will reimburse the Seller for the extra cost involved.
- 11.2 Unless otherwise agreed in writing by the Seller, the Customer will be responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the goods to the Customer to the point of delivery.
- 11.3 The Customer must provide reasonable and proper access to the location specified for delivery.
- 11.4 The Customer agrees to accept partial delivery or delivery by instalments of the goods, however the Customer has no right to partial delivery. All partial deliveries or instalments will be invoiced separately, and are deemed to constitute a separate contract. Failure to deliver any separate contract does not entitle the Customer to cancel the entire order.
- 11.5 The Customer indemnifies the Seller against any loss or damage suffered by the Seller, its sub-contractors or employees as a result of delivery, except where caused by the negligence of the Seller.
- 12. International Trade**
- 12.1 The United Nations convention on Contracts for the International Sale of Goods or any amendment or modification thereto and any international convention in substitution is hereby excluded from and shall not apply to this Agreement.
- 13. Liability and Indemnity**
- 13.1 Except as specifically set out herein, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
- 13.2 Replacement of the goods, the cost of replacement of goods or resupply of services is the absolute limit of the Seller's liability howsoever arising under or in connection with the sale, use, storage or any other dealings with the goods or services by the Customer or any third party.
- 13.3 The Seller is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.
- 13.4 The Seller will not be liable for any loss or damage suffered by the Customer where the Seller has failed to deliver goods or services or fails to meet any delivery date or cancels or suspends the supply of goods or services.
- 13.5 The Seller will not be liable for any loss or damage suffered by the Customer or any third party in relation to goods made from drafts, concepts, materials, drawings and procedures or with materials which are provided or approved (whether in part or fully) by or on behalf of the Customer.
- 13.6 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.
- 14. Cancellation**
- 14.1 If, through circumstances beyond the control of the Seller, the Seller is unable to effect delivery or provision of goods or services, then the Seller may cancel the Customer's order (even if it has already been accepted) by notice in writing to the Customer, without prejudice to the Seller's entitlement to payment of any accrued transport or carrier charges.
- 14.2 No purported cancellation or suspension of an order or any part of it by the Customer is binding on the Seller after that order has been accepted.
- 14.3 The Seller, in its absolute discretion may review, alter or terminate the Customer's credit limit or payment terms without notice.
- 15. Returns and Exchanges**
- 15.1 Subject to clause 15.2 and 15.4, the Seller will not be liable for any defects, shortages, damage or non-compliance with the specifications in an Agreement unless the Customer notifies the Seller with full details within 14 days of delivery.
- 15.2 When any defects, shortages, claim for damage or non-compliance with an Agreement's specifications is accepted by the Seller, the Seller may, subject to clause 15.4, in its absolute discretion, replace the goods, or refund/credit the portion of the price affected.
- 15.3 If the Buyer fails to give the notice as required in clause 15.1, it is deemed to have accepted the goods.
- 15.4 The Seller will not under any circumstance accept goods for return that:
- have been specifically produced, imported or acquired to fulfil any contract;
 - have been altered in any way;
 - have been used; or
 - are not in their original condition and packaging.
- 15.5 If goods are accepted for return by the Seller, the Customer will receive a credit for the returned goods equal to the price charged by the Seller.
- 15.6 The return of goods is conditional upon:
- authorisation provided by the Seller for stock not returned earlier than 6 weeks from invoice date and no later than 6 months after

- invoice date;
- the Customer obtaining the Seller's prior written approval for the return of the goods in the form of a returns authorisation. The Customer must provide ABW with a written request for return detailing title inclusions in writing or electronically. Once a request for return has been authorised ABW will issue a returns authority in writing or electronically. Returns must arrive in the Seller's warehouse no later than 2 months after the date of authorisation and must bear the Seller's returns authorisation number clearly on the exterior of each carton. If any goods are returned to the Seller without an authority to return provided by the Seller, the Seller may return the goods to the customer at the customer's expense; and
 - the Customer paying all freight, packaging and delivery charges associated with the return of the goods.

Any goods returned to the Seller that are considered by the Seller to be in non mint or unsaleable condition or bearing any in-store marking other than the Seller's price label as per supply may be returned to the Customer at the Customer's expense, including a handling fee.

16. Customer Restructure

- 16.1 The Customer must notify the Seller in writing of any change in its structure or management, including any change in director, shareholder or management or change in partnership or trustee within 7 days of the date of any such change. The Customer must also notify the Seller in writing of any change in its name within 7 days of any such change.

17. Forward Orders

- 17.1 The Customer agrees:
- to pay for so much of any order as is from time to time invoiced by the Seller;
 - that no delay or failure to fulfil part of such order will entitle any cancellation or variation of that order or delay or reduce any payment; and
 - to pay any demurrage or other costs and expenses incurred by the Seller in handling or holding any goods once ready for delivery.

17.2 Minimum Orders

A minimum order is any order which is less than AUD200.00 (GST inclusive), calculated on the net price of the order. The Seller will advise if any order does not meet the above condition but will not hold stock which does not meet minimum order requirements. On the written request of the customer, the Seller will release orders of less than the minimum order on the acceptance by the Customer of a small order surcharge.

17.3 Freight

Subject to the discretion of the Seller, the seller may charge the customer the cost of freight on delivery of goods where the value of the order is less than AUD200.00 (GST inclusive).

18. Force Majeure

- 18.1 The Seller shall have no liability whatsoever under or in any way related to the sale and purchase of the goods or otherwise for any failure to fulfil any obligation in the Terms to the extent that such fulfilment is prevented by circumstances beyond its reasonable control including, without limitation, by industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, acts of terrorism or acts of war. Should an event of force majeure occur the Seller may terminate the Agreement by giving the Customer written notice.

19. Miscellaneous

- 19.1 The laws of Victoria, Australia from time to time governs the Terms and the parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.
- 19.2 Failure by the Seller to enforce any of these Terms shall not be construed as a waiver of any of the Seller's rights.
- 19.3 If any of the Terms are unenforceable it shall be read down so as to be enforceable or, if it cannot be so read down, the condition shall be severed from these Terms without affecting the enforceability of the remaining conditions.
- 19.4 A notice must be in writing and handed personally or sent by facsimile or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile are deemed received on the facsimile machine confirming transmission.

20. Privacy

- 20.1 The Seller is bound by the *Privacy Act 1988* and takes steps to ensure that all personal information obtained in connection with the Customer will be appropriately collected, stored, used, disclosed and transferred in accordance with the National Privacy Principles. Such information may be accessed by request to the Seller in accordance with the *Privacy Act*.
- 20.2 The Seller requires that the Customer comply with the National Privacy Principles in connection with any personal information supplied to it by the Seller in connection with this Agreement.

**AUSTRALIAN BOOK WHOLESALERS PTY LTD
FORM 3: GUARANTEE AND INDEMNITY**

TO: Australian Book Wholesalers Pty Ltd (ABN 46 119 803 459) of 17 Bronze Street, Sumner Park QLD 4074 ("ABW")

In consideration of ABW at the request of (Name -Director1) _____ and

(Name - Director 2) _____ as the Guarantor ("Guarantor") agreeing to:

- supply goods or services to (Customer Name) _____ as the Purchaser ("Purchaser") or
- provide credit to the Purchaser or
- grant an indulgence outside ABW's agreed credit terms

The Guarantor hereby:

1. Agrees to guarantee to ABW the due and punctual payment of all money presently owing or any money that may be owing in the future by the Purchaser, in respect of the cost of goods or services supplied by ABW to the Purchaser and any other sums payable by the Purchaser to ABW pursuant to ABW's Terms and Conditions of Trade (collectively called "guaranteed money").
2. Agrees as a separate severable and additional covenant and obligation to indemnify and keep indemnified ABW from and against all losses costs charges and expenses whatsoever that ABW may suffer or incur in relation to the supply of goods or services to the Purchaser and further agrees that each of the provisions hereinafter contained that applies or is capable of application to this Deed when it is construed as an indemnity will apply to the indemnity hereby given by the Guarantor.
3. Covenants, acknowledges and agrees as follows:
 - (a) The Guarantee hereby given is a continuing guarantee, the indemnity hereby given is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to ABW other than the payment to and acceptance by ABW of the whole of the guaranteed money.
 - (b) Notwithstanding that as between the Guarantor and the Purchaser the position of the Guarantor is that of surety only nevertheless as between the Guarantor and ABW, the Guarantor is liable hereunder as a principal and as a primary debtor for the payment of the guaranteed money.
 - (c) This Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by ABW notwithstanding:
 - (i) that no steps or proceedings have been taken against the Purchaser;
 - (ii) any indulgence or extension of time granted by ABW to the Purchaser;
 - (iii) the death or bankruptcy or winding up of the Purchaser;
 - (iv) that payment of the guaranteed money by the Purchaser cannot be enforced against the Purchaser.
 - (d) The Guarantor will not compete with ABW for any dividend or distribution in the event of the Purchaser being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.
4. The Guarantor hereby acknowledges having given its consent to ABW to obtain from a credit reporting agency a consumer credit report containing information about it for the purpose of ABW assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Purchaser.
5. The term "ABW" includes its successors and assigns and the terms "Purchaser" and "Guarantor" include their respective executors, administrators and successors.
6. In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee their obligations are joint and several.

Executed as a Deed

if company, corporate trustee or individual(s) as trustee - all directors, individuals must sign

Dated : _____	
Signed Sealed and Delivered) by _____) x _____ in the presence of) (signature)	Signed Sealed and Delivered) by _____) x _____ in the presence of) (signature)
_____ Witness	_____ Witness
Signed Sealed and Delivered) by _____) x _____ in the presence of) (signature)	Signed Sealed and Delivered) by _____) x _____ in the presence of) (signature)
_____ Witness	_____ Witness

FORM 4A: PRIVACY ACT CONSENT

Credit information that may be provided to a credit reporting agency

Australian Book Wholesalers Pty Ltd (ABN 46 119 803 459) ("ABW") may give information about me/us to a credit reporting agency before, during or after the provision of credit to me/us for the following purposes:

- to obtain a consumer credit report about me/us, and/or
- to allow the credit reporting agency to create or maintain a credit information file containing information about me/us.

This information is limited to:

- identity particulars - name, sex, address and the previous two addresses, date of birth, name of employer, and drivers license number
- my/our application for credit or commercial credit - the fact that I/we have applied for credit and the amount
- the fact that ABW is a current credit provider to me/us
- loan repayments which are overdue by more than 60 days, and for which debt collection has started
- advice that my/our loan repayments are no longer overdue in respect of any default that has been listed
- information that, in the opinion of ABW, I/we have committed a serious credit infringement, that is, acted fraudulently or shown an intention not to comply with my/our credit obligations
- dishonoured cheques - cheques drawn by me/us for \$100 or more which have been dishonoured more than once

Assessment of Commercial Credit Application

I/we agree that ABW may obtain a consumer credit report containing information about me/us from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

Disclosure to guarantor

I/we agree that ABW may give to a person who is currently a guarantor, or whom I/we have indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of the guarantor deciding whether to act as guarantor, or ABW keeping an existing guarantor informed about its guarantee.

I/we understand that the information disclosed can include a credit report and any other information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act including a credit report.

Overdue payments

I/we agree that ABW may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Exchange of credit worthiness information

I/we agree that ABW may exchange information about me/us to my/our credit providers including those named in a consumer credit report issued by a credit reporting agency:

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers as to the status of my/our credit facility with ABW where I/we are in default with other credit providers
- to assess my/our debt worthiness.

I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

Privacy Amendment (Private Sector) Act 2000

I/we understand that under the requirements of the *Privacy Amendment (Private Sector) Act 2000*, all credit and personal information obtained about me/us will be appropriately collected, stored, used, disclosed and transferred.

I/we also understand that such information will be made available for viewing or amendment by me/us upon request to ABW.

FORM 4B: WARRANTIES AND ACKNOWLEDGMENTS

The Applicant understands that Australian Book Wholesalers Pty Ltd (ABN 46 119 803 459) ("ABW") will rely on the correctness of information given to support this application. Accordingly, the Applicant and Guarantors:

- Warrant to ABW:
 - the truth of all particulars comprised in this application document, or provided separately.
 - that neither the applicant nor any of its subsidiaries is in default under a law, regulation, official directive, instrument, undertaking or obligation affecting any of them or their respective assets.
 - that within the last 3 years neither the applicant nor, in the case of a company, any director or manager of the applicant:
 - Has been the subject of bankruptcy proceedings;
 - Has been associated as a manager, director or partner of a business which has failed or was the subject of a scheme of arrangement, receivership, voluntary administration, liquidation or to which an administrator or controller had been appointed.
 - that there is no pending or threatened action or proceedings affecting the Applicant or any of its subsidiaries or any of their respective assets before a court, government agency, commission or arbitrator.
- Understand that
 - the above warranties are to be correct at the time of making the application and are to remain correct at all times during the applicant's trading relationship with ABW.
 - neither the lodgement of this application nor its execution by the Applicant in any way obligates ABW to grant an account to the Applicant.
 - the Guarantors may become personally responsible instead of, or as well as, the Applicant to pay all amounts which the Applicant owes ABW as well as ABW's costs and expenses in enforcing the guarantee and interest.
- Acknowledge that:
 - ABW has recommended that before signing, the Applicant and Guarantors should seek independent legal and financial advice; and
 - By signing, the Applicant is agreeing to be bound by ABW's Terms and Conditions of Trade.

Signing

*if sole trader, partnership or individual(s) as trustee - all individuals and partners must sign
 if company or corporate trustee – all directors must sign or someone authorised to sign on behalf of the Applicant*

Dated: _____	
..... Sole Trader/director/partner/trustee director/partner/trustee
..... director/partner/trustee director/partner/trustee

If more than 4 directors, partners or individuals, please have additional persons sign a copy of this Form