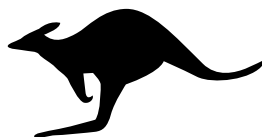


DATE RECEIVED

Version 2025/1

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Rep


**Home Grown Brands
AUSTRALIA**

ABN 66 002 485 109

OFFICE
USE
ONLY

CODE

LIMIT

Catal / /

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1/1 Jubilee Ave, Warriewood NSW 2102 Australia

P.O.Box 335 Mona Vale NSW 2103

Ph: (02) 9997 2288 Toll Free: 1800 226 328

Fax: (02) 9997 4385

Email: debtors@hgbaus.com www.hgbaus.com

APPLICATION FOR CREDIT

I request arrangements be made for me to open a **30 DAY CREDIT ACCOUNT** with your company and submit the following information in support of my application:

TERMS: The applicant and I agree with Home Grown Brands Australia Pty Ltd to pay all accounts by the 28th day of the month following the date of purchase of the goods referred to in the account and that overdue accounts shall be chargeable with an account keeping fee of 2% on any amounts outstanding as at the 21st of each month the account is overdue. NOTE: Account fee may vary from time to time as indicated on invoice

New Account () New Owner Existing Business () Change of Business Name () Change of Address

1: FULL TRADE NAME: ABN: ()

Postal Address Postcode

Delivery Address Postcode

Special delivery instructions (if applicable)

Tel No () Mobile Fax

Email Web Site

Contacts Orders Ph () Accounts Ph ()

Facebook Instagram

TikTok YouTube/Other

Sole Trader () Partnership () Company () **Please TICK**

2: SOLE TRADER OR PARTNERSHIP Proprietors full Surname, Christian names and full Address:

(1) Name Phone: ()

Private Address Postcode

(2) Name Phone: ()

Private Address Postcode

3: COMPANY, Please state full Company Name and Registered Office Address

Postcode

Directors Full Names and Private addresses:

(1) Name Title Phone: ()

Private Address Postcode

(2) Name Title Phone: ()

Private Address Postcode

(3) Name Title Phone: ()

Private Address Postcode

4: TRADING DETAILS: Type of Business

Date this Business Commenced Date this Business Purchased

Are Business Premises Owned or Leased? **Maximum Credit Requested \$**

Bank Branch BSB No Account No

5: TRADE REFERENCES

(1) Address Phone

(2) Address Phone

(3) Address Phone

(4) Address Phone

6: DISCLOSURE OF BANKRUPTCY

"Have you or any of the above Directors/Partners ever been a bankrupt? or Director or Officer in a company that has been bankrupt" If yes, please give details

7: I and the abovenamed applicant firm or company request the extension of credit under your standard terms of credit as set out above and guarantee in my personal capacity the payment and performance of the terms on behalf of the applicant and agree to accept joint and several responsibility for all liabilities incurred by or on behalf of the applicant.

SIGNED **SIGNED**

PRINT NAME **PRINT NAME**

TITLE **DATE** **TITLE** **DATE**

DRIVER'S LICENCE NO. **DRIVER'S LICENCE NO.**

NOTE: It is a general requirement that for the 1st delivery, payment is requested prior to despatch to establish the account

SEE OVERLEAF OR PAGE 2 FOR CONDITIONS OF SALE

8: NON RETAILER STATUTORY DECLARATION

(To be completed by Charter Operators, Resorts, Commercial Operators & Institutions)

I _____ of _____
in the State of _____ do solemnly and sincerely declare as follows:
That goods purchased from Home Grown Brands Australia are solely for ongoing Scuba instruction, equipment hire or business hire use and will remain in my possession and will not be resold for a period of not less than 18 months from the purchase date unless without the written permission by the directors of Home Grown Brands Australia Pty Ltd.
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the "Oaths Act of 1900-1953".

Subscribed and declared at.....
this.....day of.....
Two thousand and.....
before me.....

.....
(Signed by the person making the declaration)

Witnessed by (J.P. or authorised person)

FOR OFFICE USE ONLY

One

Two

Three

Four

CONDITIONS OF SALE

The following terms and conditions of sale shall apply to all goods sold by Home Grown Brands Australia Pty Ltd. ("the company") to its Distributors ("the buyer").

1. Agreement to sell

Possession of the Company catalogue and price list does not constitute an offer to sell but is an invitation to place an order. An order placed with the Company constitutes an offer by the buyer which the Company in its absolute discretion may accept or reject. The Company may accept the offer by notice in writing to the buyer or by supply of the goods set out in the Order placed by the buyer.

2. Price

All prices are subject to change without notice. All orders accepted will be supplied at the price current at the date of shipment to the buyer, including items on back-order.

3. Title to the goods sold.

The property in the specific goods supplied by the Company to the buyer shall not pass to the buyer until payment in full for these goods has been received by the Company and the buyer's cheque has been honoured. The buyer shall stand in a fiduciary relationship to the Company in respect of goods supplied by the Company but which have not yet been fully paid for and the company shall have the right to trace the proceeds of sale of such goods received by the buyer. If the buyer fails to honour any of these terms of sale, the Company, without notice, shall have the right to take possession of the goods which are the subject of this reservation of title or trace the proceeds thereof, as the case may be, to recover the full amount owing together with interest and costs, if any, to the Company. The buyer shall hold the goods as being goods in which property has not passed from the Company to the buyer pending payment in full.

4. Risk and insurance.

The buyer, by placing an order with the Company, agrees to insure and keep insured goods supplied by the Company whilst those goods are in possession of the buyer to the full invoiced value of the goods. If the goods are destroyed, damaged or stolen whilst those goods are in possession of the buyer, the buyer agrees to pay the Company the full value of the goods from proceeds of insurance or otherwise, even though property in the goods may not have passed to the buyer.

5. Claims and Warranties.

All Land & Sea Sports, Boss, Rebel, Palm Beach, Shark Island & Redback products are warranted for normal consumer use for 12 months against faults in manufacture or materials and may be repaired or replaced as appropriate, fair wear and tear precluded. Returns not accepted unless freight is prepaid. Returns for credit not accepted unless by prior arrangement and freight is prepaid. All claims other than warranty claims must be notified to the Company within fourteen (14) days from the date of invoice.

6. Other Conditions.

All other conditions embodied in the Company Application for Credit, current catalogue and price lists, apply.