



A Division of HILLS HOLDINGS LIMITED
A.B.N. 35 007 573 417

To: The Credit Manager
PO Box 378,
Melrose Park
SA 5039

Phone (08) 8301 3225
Fax (08) 8301 3400

TRADING ACCOUNT APPLICATION

<p>Hills Holdings Businesses This Trading Account Application applies to ALL Hills Holdings Limited businesses you trade with now or in the future. Note: acceptance of this Application by one Hills business does not guarantee access to other businesses in the Group. The Hills Businesses include, but are not limited to, the following:</p>		
Hills Holdings Limited		Hills Group Companies & Businesses
<ul style="list-style-type: none"> ➤ Antenna & TV Systems ➤ Consumer Products ➤ Direct Alarm Supplies ➤ Step Electronics ➤ Trade Products 	<ul style="list-style-type: none"> ➤ Hills Healthcare ➤ Hills Solar ➤ Hills SVL ➤ L W Gemmell ➤ Pacific Communications 	<ul style="list-style-type: none"> ➤ Access Television Services Pty Ltd ➤ Cygnus Satellite Pty Ltd ➤ Opticomm Co Pty Ltd ➤ Team Poly Pty Ltd ➤ UHS Pty Ltd

CUSTOMER NAME

Please tick one: Sole Trader Partnership Trust Company

IF A COMPANY: COMPANY NAME

ABN ACN

List full details and position of ALL directors/partners or sole trader details

Full Name	Address	Position

BUSINESS DETAILS

TRADING ADDRESSES

POSTAL ADDRESS (If different)

TELEPHONE NO. (BUS) MOBILE NO

We will send our Invoices and monthly statements electronically (by fax or email) so please nominate your details

STATEMENTS via Email/Fax to INVOICES via Email/Fax to

ACCOUNTS E-mail FAX NO

ACCOUNTS PAYABLE CONTACT DATE BUSINESS STARTED

NATURE OF YOUR BUSINESS

AMOUNT OF CREDIT SOUGHT - PER MONTH \$

BUSINESS REFERENCES (3 required)

1. Name Ph. No Fax No

2. Name Ph. No Fax No

3. Name Ph. No Fax No

SHOULD WE INSIST ON ORDER NUMBERS YES NO

TRADING ACCOUNT TERMS

DEFINITIONS

1. In these Trading Account Terms:-
 - a. "Hills" means Hills Holdings Limited or any division, subsidiary or Related Body Corporate of Hills Holdings Limited with whom the Customer deals from time to time, or any successor, personal representative or assignee of Hills Holdings Limited as the case may be.
 - b. "Customer" means the customer described on the front section of this document and includes its successors, personal representatives and permitted assignees. Where the Customer is two or more persons, each of them shall be jointly and severally liable.
 - c. "goods" includes services and all goods, both collectively and individually, supplied by Hills to the Customer.

TRADING ACCOUNT

2. The Customer applies for and requests Hills to open a Trading Account in the name of the Customer with respect to the supply of goods to the Customer by Hills.
3. The Customer acknowledges that should Hills, in its absolute discretion, open a Trading Account for the Customer, these Trading Account Terms will apply to the Customer, except to the extent that any other terms are agreed in writing between Hills and the Customer.
4. The Customer hereby warrants that:
 - a. The Customer has been correctly described in this Trading Account application;
 - b. The information contained in this Trading Account application is true and correct and supplied for the purpose of obtaining credit;
 - c. It will promptly inform Hills of any changes in the information contained in this Trading Account application;
 - d. The person whose signature appears in this Trading Account application is duly authorised by the Customer to apply for a trading account on its behalf and to sign this Trading Account application.
5. The Customer hereby agrees that:
 - a. Unless Hills agrees otherwise in writing for specific transactions:-
 - i. Where a Hills business has published standard terms that apply to all sales of goods by that Hills business to the Customer, the Customer agrees to be bound by those standard terms. These Trading Account Terms will prevail to the extent of any inconsistency with these standard terms.
 - ii. These Trading Account Terms, and the standard terms for each Hills business, supercede any previous credit arrangements between the Customer and Hills;
 - iii. Any Customer order form terms and conditions, or other terms provided by the Customer, will not apply;
 - iv. Hills may cancel or suspend all credit facilities granted to the Customer without notice and without giving a reason;
 - b. If credit is cancelled or suspended, the Hills Standard Terms continue to apply;
 - c. Hills may in its absolute discretion vary the terms and conditions contained in these Trading Account Terms, or the Hills Standard Terms at any time by notice in writing to the Customer.

SIGNED

SIGNED

RETENTION OF TITLE

6. Title of all Goods shall remain with Hills, and will not pass to the Customer, until full payment for the goods is made.
7. Until full payment for the goods is made, the Customer is in possession of the goods solely as bailee and holds the goods on trust for Hills.
8. The Customer's right to possession of the goods shall cease if payment for the goods is due but not paid. If that happens, the Customer irrevocably authorizes Hills to enter any premises where the goods are kept and to use the name of the Customer and to act on its behalf to recover possession of the goods.
9. If the Customer sells the goods prior to payment for those goods (whether or not the goods have been incorporated into another product), the proceeds of such sale equivalent to the amount unpaid for the goods shall be held on trust for Hills, until such time as payment for the goods has been made in full.

SIGNED

SIGNED

PAYMENT AND SECURITY

- 10. Payment for goods supplied up to the Customer's credit limit must be made within 30 days of the end of the month following date of invoice. Any purchases that would exceed the Customer's credit limit must be paid for in full with the Customer's order.
- 11. From time to time, Hills may extend the Customer's credit limit, and the Customer agrees that any extended credit limit is bound by these Trading Account Terms.
- 12. If payment is by cheque, payment shall be deemed to have been made when, and only when, the cheque is cleared by the bank on which it is drawn.
- 13. The Customer hereby charges in favour of Hills all land owned now or in the future, by the Customer to secure payment of all monies which are owing or claimed by Hills for goods supplied. The Customer acknowledges that Hills may in its absolute discretion register a caveat in respect of any such land to protect its interest in the land.
- 14. If the Customer is a company, the Customer will ensure that the guarantee and indemnity attached is signed by each director of the Company and provided with this Trading Account application.

NO LIABILITY FOR CONSEQUENTIAL LOSS

- 15. Hills shall not be liable in any circumstances for any consequential, indirect, special, incidental, or exemplary damages arising out of or in connection with the supply of the goods, even if such damages are foreseeable, and even if advised of the likelihood of such damages occurring.

GENERAL

- 16. Any legal action taken for enforcement of recovery of monies may be taken out under the jurisdiction of a court in any state or territory in Australia at the absolute discretion of Hills and the customer hereby consents to any proceedings being heard in any such court where action is commenced by Hills.
- 17. The Customer shall pay to Hills on demand all costs and expenses including legal expenses incurred by Hills in the collection of any overdue account and the recovery of the goods pursuant to the powers herein contained.
- 18. Hills may assign any of its rights arising under this document without the consent of the Customer, but the Customer may only assign its rights, or any of them, arising under this document with the prior written consent of Hills.

PRIVACY

- 19. Hills collects the personal information in this Trading Account application for the purposes of: assessing and monitoring the credit worthiness of the Customer and/or its directors or partners; administering the Customer's account; providing goods ordered by the Customer; and collecting payment from the Customer.
- 20. Hills may collect additional personal information about the Customer (or its directors or partners) from, and disclose such personal information to, other credit providers or credit reporting agencies for the purposes set out above.
- 21. The Customer acknowledges its consent to the use of such personal information for such purposes and any other related purposes which may be reasonably expected. This consent continues for the duration of the Customer's trading account.
- 22. The Customer has a right under the applicable Privacy legislation to access personal information held about them (subject to certain exceptions). Any requests for access to information or queries regarding Hills' privacy policy should be directed to Hills' Privacy Officer on (08) 8301 3200.

SIGNING INSTRUCTIONS

Where the Customer is a

Sole Trader – Customer and Witness to sign below, date and print names and sign all other pages.

Partnership – All Partners and Witness(es) to sign below, date and print names and sign all other pages.

Company – At least two Directors, or Director and Secretary to sign, date, print name and state position held and sign all other pages, OR if a sole Director/Secretary, that person to sign, date, print name and state position held and sign all other pages, (If the Company has other requirements in order to validly, those requirements must be followed.)

Signed	.....	Signed	.....
Position held	.....	Position held	.....
Name (Please Print)	.....	Name (Please Print)	.....
Date	.....	Date	.....
Witness Signature	.....	Witness Signature	.....
Witness Name (Please Print)	.....	Witness Name (Please Print)	.....

GUARANTEE AND INDEMNITY

(Must be signed by all of the directors where the customer is a company)

DEFINITIONS

- 1. "Guaranteed Liability" means all amounts which at any time for any reason or circumstance are payable, are owing but are not currently payable, are contingently owing or remaining unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories) by the person named below as Customer to Hills in connection with the Trading Account Application herein or any transaction contemplated by it, whether at law, in equity under statute or otherwise, and including but not limited to any amounts owing in respect of any breach of trust by Hills with respect to the trust created pursuant to the Trading Account Terms herein.
- 2. "Guarantor" means the person or persons named below as Guarantor and shall include that person's successors, personal representatives and permitted assigns.

GUARANTEE

- 3. In consideration of the provision of a trading account or supply of goods to the Customer by Hills, the Guarantor unconditionally and irrevocably guarantees payment to Hills of the Guaranteed Liability.

DEMAND

- 4. If the customer does not pay the Guaranteed Liability to Hills on time and in accordance with the Trading Account Terms herein then the Guarantor agrees to pay the Guaranteed Liability on demand whether or not demand has been made on the Customer. A demand may be made at any time and from time to time.

INDEMNITY

- 5. As a separate undertaking, the Guarantor indemnities Hills against all liability or loss arising from and any costs, charges or expenses incurred in connection with the Guaranteed Liability not being recoverable from the Guarantor or from the Customer due to any circumstance whatsoever.

CHARGE

- 6. The Guarantor hereby charges in favour of Hills all land owned now or in the future, by the Guarantor to secure payment of all monies which are owing or claimed by Hills under this Guarantee and Indemnity. The Guarantor acknowledges that Hills may in its absolute discretion register a caveat in respect of any such land to protect its interest in the land.

VALUABLE CONSIDERATION

- 7. The Guarantor acknowledges incurring obligations and giving rights under this instrument for valuable consideration received from Hills.

CONTINUING SECURITY

- 8. The guarantee and indemnity provided for herein is a continuing security and extends to all of the Guaranteed Liability. The Guarantor waives any right it has of first requiring Hills to proceed against or enforce any other right, power, remedy, security or claim payment from the Customer or any other person before claiming from the Guarantor under this Guarantee and Indemnity.

UNCONDITIONAL AND BINDING NATURE OF OBLIGATION

- 9. The liabilities of the Guarantor as a Guarantor, principal debtor or indemnifier and the rights of Hills under this Guarantee and Indemnity are not affected by anything which might otherwise have that effect at law or in equity including, without limitation, one or more of the following:
 - 9.1 Hills or another person granting time or other indulgence to, compounding or compromising with or releasing the Customer: or
 - 9.2 Acquiescence, delays, acts, omissions or mistakes on the part of Hills: or
 - 9.3 Any variation or novation of a right of Hills, or alteration of a document, in respect of the Customer.
- 10. This Guarantee and Indemnity shall bind the Guarantor who executes this instrument notwithstanding that any one or more of the named parties to this instrument do not execute this instrument, that there is any invalidity, forgery or irregularity touching any execution of this instrument or that this instrument is or becomes unenforceable, void or voidable against any named party and each of the guarantors executing this Instrument acknowledge and agree that their execution is unconditional.

RECISSION OF PAYMENT

- 11. If a claim is made that all or part of a payment, obligation, settlement, transaction, conveyance or transfer in connection with the Guaranteed Liability is void or voidable under law relating to liquidation, insolvency or the protection of creditors or for any other reason and the claim is upheld, conceded or compromised then Hills is entitled immediately as against the Guarantor to the rights in respect of the Guaranteed Liability to which it would have been entitled if all or that part of that payment, obligation, settlement, transaction, conveyance or transfer had not taken place.

FORMAL CONDITIONS

- 12. Time is of the essence of this instrument insofar as it relates to any obligation of the Guarantor to pay money.
- 13. A statement in writing made up from the books of Hills and signed by an authorised officer of Hills as to the amount due or owing by the Guarantor and any component parts of that amount at the date mentioned in such statement shall be prima facie evidence that such amount is due or owing under or secured by this instrument and all other matters set out in that statement.
- 14. Any notice or demand upon the Guarantor for the purposes of this instrument shall be made in writing and signed by an authorised officer of Hills or by duly constituted attorney of Hills or by the solicitors for the time being of Hills and may be served by leaving the same for the Guarantor at the address of the Guarantor disclosed below, or at such other address as may from time to time be known by Hills as being the address of the Guarantor or by posting the same to the Guarantor by prepaid post addressed to the Guarantor at such address and if sent through the post such notice or demand shall be deemed served on the business day following the date of posting whether actually received or not or sent by facsimile in which case service shall be deemed to be effected on receipt by the sender from its machine of notification that all pages were transmitted to the number of the recipient.
- 15. Hills may elect in which jurisdiction to commence legal action for enforcement of this instrument.
- 16. Where two or more persons are party to this Guarantee and Indemnity they are bound jointly and severally.

ACKNOWLEDGMENT

- 17. The Guarantor/s acknowledges that:
 - 17.1 They have read and understood the terms contained herein.
 - 17.2 They have had an adequate and reasonable opportunity to obtain legal advice as to the provisions and implications of this Guarantee.
 - 17.3 They have signed this guarantee of their own free will.

Guarantor(s) for the Customer (insert Customer name)

This section must be signed by all of the directors where the customer is a company

Signed	Signed
Guarantor Name (Please Print)	Guarantor Name (Please Print)
Address	Address
Date	Date
Witness Signature	Witness Signature
Witness Name (Please Print)	Witness Name (Please Print)