VISAGE
ARCHITECTURAL HARDWARE

TRADE CREDIT APPLICATION
30 Day End of Month Terms

APPLICANT DETAILS

Legal Entity Name			
Trading Name (if different)			
Trustee Name (if applicable)			
Trust Name (If applicable)			
ABN		**Year Established**	
ACN			
Entity Type	☐ Company (Pty Ltd) ☐ Sole Trader ☐ Partnership ☐ Trust ☐ Other		
Registered Business Address (not PO Box)			
Suburb		**State / Postcode**	
Postal Address			
Suburb		**State / Postcode**	
Website		**Business Phone**	
Business/ Sales Contact		**Business/ Sales Email:**	
Accounts Payable Contact		**Accounts Payable Email:**	
Email for Invoices & Statements			
Nature of Business (Select One)	☐ Architect/Interior Designer; ☐ Builder - Commercial; ☐ Builder - Residential; ☐ Joiner; ☐ Cabinet Maker; ☐ Carpenter; ☐ Developer; ☐ Hardware Reseller; ☐ Other:		

DIRECTORS / PROPRIETORS / PARTNERS

Provide details for all directors, proprietors, or partners. Attach additional pages if required.

Full Legal Name	Date of Birth	Residential Address	Driver's Licence No.	Mobile	Email Address

Credit Conditions (page 3) and Deed of Guarantee (page 6) are incorporated into and form part of this Credit Application. By signing page 5, the Account Holder agrees to be bound by those terms.

TRADE REFERENCES

A minimum of two active trade references are required. References may be contacted as part of the assessment process.

Company Name	Contact Name	Phone	Avg Monthly Spend ($)	Comments

BANK DETAILS

For credit assessment purposes only. No direct debit authority is granted or implied.

Bank Name		**Branch**	
BSB		**Account Number**	

CREDIT REQUEST

Credit Limit Required		**Est. Monthly Spend**	
Payment Terms	☐ 30 Days EOM (Standard) ☐ 14 Days ☐ Other: ___________		
Preferred Invoice	☐ Email (PDF) ☐ Post ☐ Both		
Previously Traded with Visage?	☐ Yes ☐ No		

CONTACT INFORMATION FOR WEBSITE LOGIN

Please list any logins required to access this account. Restricted access is to limit the user to only ordering and viewing products for pricing.

Contact Name	Contact email	Phone	Position	Restricted Y/N

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CREDIT FACILITY – TERMS AND CONDITIONS

By submitting this Credit Application, the applicant named above (Account Holder) acknowledges that, if approved, the following Credit Conditions govern the credit facility granted by Visage Architectural Hardware Pty Ltd ACN 685 362 921 (Visage), together with Visage's Trade Terms of Sale published at www.visageah.com.au/terms (Trade TOS) as amended from time to time.

1. CONTRACT

If Visage approves this application, this Credit Application forms part of the contract between the parties for the purchase of goods, together with the Trade TOS and any purchase orders placed in accordance with those terms (Contract).

2. WARRANTIES

The Account Holder warrants that: (a) all information in this application is accurate, correct and complete; (b) it is not aware of any information that would give Visage reasonable grounds to suspect it may suffer an Insolvency Event; (c) it is not aware of any material circumstance that would be likely to affect Visage's decision to provide a credit facility; and (d) it has had the opportunity to obtain independent legal and financial advice before submitting this application.

3. NOTIFICATION OBLIGATIONS

The Account Holder must promptly notify Visage if: (a) any information in this application changes; (b) it experiences an Insolvency Event or any change in its legal status, ownership or control; or (c) any event occurs that would be likely to have a material adverse effect on its credit facility.

4. PAYMENT TERMS

Unless Visage agrees otherwise in writing, all invoices are due and payable by the last Business Day of the calendar month following the month of invoice (30 Day EOM). Time is of the essence in respect of all payment obligations.

5. DEFAULT INTEREST

If any amount is not paid by its due date, the Account Holder must pay default interest on the overdue amount at the rate of 2% per month (compounded monthly, calculated daily) from the due date until the date of actual payment in full. Default interest is a genuine pre-estimate of loss and is not a penalty.

6. NO SET-OFF

All amounts payable by the Account Holder must be paid without deduction, withholding, or set-off of any kind, unless otherwise agreed by Visage in writing on a case-by-case basis.

7. SUSPENSION AND TERMINATION

Without limiting any other rights, Visage may reduce the credit limit, suspend or terminate the credit facility if: (a) the outstanding balance exceeds the approved limit and is not reduced within 7 days of written notice; (b) Visage reasonably suspects the Account Holder is experiencing financial difficulties; (c) the Account Holder defaults on any payment and fails to remedy that default within 7 days of written notice; (d) the Account Holder breaches any material term of the Contract and fails to remedy that breach (if capable of remedy) within 7 days of written notice; (e) the Account Holder commits an unremedied material breach; or (f) the Account Holder suffers an Insolvency Event. Upon suspension or termination, all outstanding amounts become immediately due and payable.

8. RETENTION OF TITLE AND PPSR SECURITY

Title in goods supplied by Visage does not pass to the Account Holder until Visage receives payment in full in cleared funds for those goods and all other amounts then owing under the Contract. Until that time: (a) the Account Holder holds the goods as bailee for Visage; (b) the Account Holder must not deal with the goods except in the ordinary course of its business at market value; (c) proceeds from any resale of the goods are held on trust for Visage; and (d) if the Account Holder commits a payment default, Visage may demand return of the goods and, without notice or liability, may enter any premises where it suspects the goods may be located to search for and remove them without committing a trespass – the Account Holder irrevocably licences Visage to do so, will procure any necessary authority from third parties, and indemnifies Visage against any loss arising from the exercise of this right (except loss caused by Visage's negligence). The Account Holder agrees that Visage holds a purchase money security interest (PMSI) over all goods supplied and their proceeds under the Personal Property Securities Act 2009 (Cth) (PPSA). The Account Holder consents to Visage registering a financing statement on the PPSR, waives its right to receive a verification statement, and waives all rights to receive PPSA notices to the maximum extent permitted by law.

9. REAL PROPERTY SECURITY

As additional security, the Account Holder: (a) charges by way of mortgage all of its legal and equitable interests in all real property; (b) agrees to execute any documents reasonably required by Visage to grant a registrable mortgage over any real property; (c) agrees that Visage may register caveats over the Account Holder's real property interests where Visage reasonably considers it necessary to protect its legitimate interests and it is not disproportionate in the circumstances; and (d) appoints Visage as its lawful attorney to execute and register any such documents if the Account Holder fails to do so.

10. TRUST ACCOUNTS

If the Account Holder is the trustee of a trust (whether or not disclosed in this application), it is bound by this agreement in its personal capacity and as trustee of the trust. The Account Holder warrants that: (a) this application is for the benefit of the trust; (b) it is the sole trustee; (c) it has authority to enter this agreement; (d) it is not in default under the trust deed; (e) it has a sufficient right of indemnity from trust assets; and (f) no action has been taken to terminate the trust.

11. CREDIT REPORTING AND PRIVACY

The Account Holder consents to Visage: (a) obtaining credit reports from credit-reporting agencies in connection with this application and for collecting overdue amounts; (b) exchanging information with credit reporting agencies to assess this application, notify defaults, and assess creditworthiness; and (c) contacting the trade references listed in this application. Personal information may be used by Visage to supply goods, assess creditworthiness, process payments, and operate the credit facility, in accordance with the Privacy Act 1988 (Cth) and Visage's Privacy Policy at www.visageah.com.au/privacy.

12. ELECTRONIC ACCEPTANCE

This application may be submitted and accepted electronically, including by: (a) completing and submitting an online form on Visage's website or trade portal; (b) ticking an acceptance checkbox; (c) executing via an approved e-signature platform (such as DocuSign or Adobe Sign); (d) confirming acceptance by email; or (e) placing an order after being given notice of these terms. Electronic acceptance has the same legal effect as a wet-ink signature under the Electronic Transactions Act 1999 (Cth) and Electronic Transactions Act 2000 (NSW). The signatory warrants that they are duly authorised to bind the Account Holder and that their electronic act is attributable to them. Visage may maintain electronic records (including IP logs, timestamps, and audit trails) as admissible evidence of acceptance. Visage may request wet-ink execution at any time without affecting the validity of prior electronic acceptance.

13. GOVERNING LAW

This agreement is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

14. ACKNOWLEDGEMENT

By signing below (or by electronic acceptance under clause 12), the Account Holder acknowledges: (a) it has read and understood this Credit Application including these Credit Conditions; (b) the Trade TOS (as amended) apply to all supplies by Visage to the Account Holder whether or not this application is approved; and (c) where a Director Guarantee is required, each Guarantor has been advised to seek independent legal advice.

Directors'

EXECUTION – ACCOUNT HOLDER

I/We, the undersigned, declare and confirm the following on behalf of the Applicant:

— All information provided in this application is true, accurate, and complete to the best of my/our knowledge and belief.

— Have read, understood, and agree to be bound by the Terms & Conditions of Trade set out in the Credit Facilities – Terms and Conditions above.

— Acknowledge that approval of this application is at the sole discretion of Visage Architectural Hardware.

— Verify that I /We are an authorised representative of the Account Holder with the capacity to enter into this agreement on its behalf. Executed in accordance with section 126 of the Corporations Act 2001 (Cth).

— Agree that this application, once approved by Visage, forms a binding credit agreement between the Applicant and Visage.

AUTHORISED SIGNATORY 1

Signature	**Date**
Print Name	**Position / Title**

AUTHORISED SIGNATORY 2

Signature	**Date**
Print Name	**Position / Title**

DEED OF GUARANTEE & INDEMNITY

To be completed only if a Director Guarantee has been requested by Visage as a condition of the credit facility. This is a legally binding document. PLEASE SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

1. GUARANTEE

The person named below (Guarantor) irrevocably and unconditionally guarantees to Visage Architectural Hardware Pty Ltd ACN 685 362 921 (Visage) the due and punctual payment of all monies owed by the Account Holder to Visage under the Credit Application and/or the Trade TOS, and the punctual performance of all of the Account Holder's obligations under those documents.

2. INDEMNITY

The Guarantor irrevocably and unconditionally indemnifies Visage against all loss, damage, liability, costs and expenses (including reasonable legal costs) suffered or incurred by Visage as a result of: (a) any failure by the Account Holder to pay any amount when due; or (b) any breach by the Account Holder of any of its obligations under the Credit Application and/or the Trade TOS.

3. PAYMENT ON DEMAND

The Guarantor must, immediately on demand: (a) pay to Visage any amount not paid when due by the Account Holder; and/or (b) perform any other obligation referred to in this Deed.

4. CONTINUING GUARANTEE

This guarantee is continuing and is not discharged, prejudiced or affected by: (a) any variation, extension, waiver or release of the Account Holder's obligations; (b) any time or indulgence granted to the Account Holder or any other guarantor; (c) the release or discharge of any other guarantor; (d) any composition, compromise, arrangement or reconstruction involving the Account Holder; (e) any Insolvency Event in relation to the Account Holder; or (f) any other matter that might otherwise discharge the Guarantor's obligations at law or in equity. This guarantee survives any variation of the Credit Application or Trade TOS, and any change in the composition, constitution, structure or control of the Account Holder.

5. PPSR SECURITY AND REAL PROPERTY CHARGE

As security for its obligations under this Deed, the Guarantor: (a) grants to Visage a security interest in and over all of the Guarantor's present and after-acquired personal property; (b) charges by way of mortgage all of the Guarantor's legal and equitable interests in all real property; (c) agrees that Visage may register a caveat over the Guarantor's real property interests where Visage reasonably considers it necessary and it is not disproportionate; (d) agrees to execute any documents required to grant a registrable mortgage; and (e) appoints Visage as its lawful attorney to execute and register such documents if the Guarantor fails to do so within 5 Business Days of request. The Guarantor waives all rights to receive PPSA notices to the maximum extent permitted by law.

6. COSTS AND NO SET-OFF

The Guarantor is liable for, and indemnifies Visage against, all loss or damage (including reasonable legal costs on a solicitor-client basis) incurred by Visage in connection with the enforcement of this Deed, including the recovery of overdue payments. All amounts payable by the Guarantor under this Deed must be paid without deduction, withholding or set-off of any kind.

7. PRIVACY

The Guarantor acknowledges that personal information about the Guarantor may be disclosed to credit reporting bodies in accordance with the Privacy Act 1988 (Cth), and authorises Visage to make such disclosure. The Guarantor agrees that Visage may obtain a credit report (including consumer credit information) about the Guarantor from a credit reporting agency to assist in deciding whether to accept the Guarantor under this Deed.

8. GOVERNING LAW

This Deed is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales. This document is intended to take effect as a deed.

Credit Conditions (page 3) and Deed of Guarantee (page 6) are incorporated into and form part of this Credit Application. By signing page 5, the Account Holder agrees to be bound by those terms.

EXECUTED AS A DEED — Signed, Sealed and Delivered by the Guarantor

By executing this Deed, the Guarantor acknowledges that they have read and understood its terms and have had the opportunity to seek independent legal advice prior to signing.

GUARANTOR 1

Signature	Date
Print Name	**Position / Title**

GUARANTOR 2

Signature	Date
Print Name	**Position / Title**

FOR OFFICE USE ONLY

Application Received		**Received By**	
References Checked		**Credit Report Run**	
Account Type		**Pricing Category**	
Credit Limit Approved		**Account Code Assigned**	
Approved By		**Approval Date**	
Outcome	☐ Approved ☐ Approved with Conditions ☐ Pending Info ☐ Declined		
Notes / Conditions			

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