

Wesco Anixter Security Branches - Credit Application Terms and Conditions

Effective as of 28th July 2021

The following are the terms and conditions referred to in the CSD's Application for Business Credit Form (Form) as governing CSD's provision of credit to the Applicant named in the Form:

Applicant agrees that (i) the Application (as defined in the Form) governs CSD's review of Applicant's credit history and together with these terms and conditions shall constitute the agreement between the Applicant and CSD governing the provision of credit upon CSD's subsequent acceptance by any means, whether written or oral, of Applicant's request for credit, (ii) all sales of goods, software or services to Applicant will be governed by CSD's standard terms and conditions of sale at <https://csd.com.au/documents> (Terms & Conditions) to the exclusion of all other terms and conditions, which may be updated from time to time by CSD by posting updated terms and conditions relevant to the location of supply, (iii) CSD's ongoing provision of credit for the supply of goods and services shall constitute fair and sufficient consideration in exchange for the applicability of such standard terms and conditions of sale, (iv) each quotation from CSD is a firm offer to sell and the issue of any purchase order by Applicant is acceptance of the offer. Any variance to the terms of sale will be effective only if agreed to in writing by CSD prior to the time of sale.

Applicant acknowledges and agrees that CSD may and is authorised to (i) obtain any information concerning Applicant's creditworthiness from any source, including but not limited to, from any credit reporting or granting institutions, banks and trade references listed in the Application, and (ii) release information to credit reporting and granting institutions regarding CSD's credit experience with Applicant. Any references to granted amount of credit in this Application will not be deemed a limitation of Applicant's liability. Applicant hereby waives any and all claims against, and fully releases from liability, CSD with respect to its inquiries or reporting about Applicant's credit worthiness.

Applicant agrees and acknowledges that terms of payment shall be net 30 days and that past due balances are subject to service charges at the rate of 1½ percent per month; provided, however, that such terms may change based upon revisions to CSD's standard terms and conditions of sale as the same may be in effect from time to time and that the undersigned will be liable for all collection costs incurred by CSD, including without limitation, attorney's and collection agency fees and the related disbursements. CSD reserves the right to convert any payment into electronic funds at their discretion.

Upon CSD's request at any time, Applicant shall provide to CSD, within ten business days, Applicant's most current regularly prepared financial statements, including, without limitation, a full and complete statement of Applicant's assets and liabilities.

The Applicant must ensure that no security interest (within the meaning of the PPSA) is created, exists or subsists over the goods (including any replacement part or other item that is incorporated in any product) in the Applicant's possession or control prior to the control of the goods passing to the Applicant other than a security interest arising under this Application. The Applicant must assist to complete the registration of any financing statement in respect of the goods and will do all things and provide all information necessary to enable CSD to perfect its security interests in the goods and complete any financing change statement. To the extent permitted by law, the Applicant irrevocably waives any rights it may have to receive notices under sections 121(4), 130, 132 (4) and 135 of the PPSA, or to reinstate a security agreement following termination of this Application. The Applicant agrees that it irrevocably waives any rights it may have to receive a verification statement (as defined in the PPSA). The Applicant consents to the appointment of a Part 5.2 Corporations Act 2001 (Cth) Receiver in the event of default of the terms of payment.

The validity, interpretation and performance of this Agreement and any dispute arising under, pursuant to or in connection with the execution, performance or termination hereof will be governed by and construed in accordance with the laws of Victoria, Australia and the Commonwealth of Australia, without reference to any conflicts of law principles and excluding the United Nations Convention on Contracts for International Sale of Goods. The sole and proper venue for any dispute arising out of this Application and any subsequent credit relationship resulting from this Application shall be the courts located in Melbourne, Victoria, Australia.

This Application sets forth all of the terms and conditions applicable to the parties relating to the matters specified in this Application and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters, provided that CSD may modify the credit agreement comprised of this Application upon written notice to Applicant in CSD's sole and absolute discretion from time to time.