HAREM FASHIONS

APPLICATION FOR
A 30 DAY CREDIT ACCOUNT

FORM MUST BE COMPLETED IN FULL
FOR THE ACCOUNT TO BE PROCESSED/AUTHORISED

HEAD OFFICE
15 the Boulevard, Norlane, Geelong,
Victoria AUSTRALIA 3214
P (03) 5277 0151
A.C.N. 107 595 255 A.B.N. 73 107 595 255

Harem Fashions Customer Service
customerservice@buenoshoes.com.au

Harem Fashions Accounts
accounts@buenoshoes.com.au

SUMMARY OF IMPORTANT POINTS WITH APPLICATION
Please ensure all fields are completed to avoid any delays (Even if you wish to remain a COD Account)
This ensure we have all your correct details in our systems.

Business and Trade References
Please insure you supply ALL their details as requested - Sales Agents will not be accepted
.
Terms and Conditions
These include Freight Charges, Incorrect Deliveries and Account details

Privacy Information and Acknowledgement
Please sign indicating that all parties have read,understood and consent.

Guarantee
Please read this page carefully prior to signing.

Once the application has been assessed you will be notified in writing. Should you have queries
or points that require clarification please contact our Accounts Department.

HAREM FASHIONS

APPLICATION FOR A 30 DAY TRADING ACCOUNT

Registered Name of Applicant

Trading Name of Applicant

Company number (A.C.N., ABN) and/or Business Name Registration

Type of Entity Sole Trader ( ) Partnership ( ) Company ( ) Trust ( )

If Sole Trader Driver's License Number

Trading Address (If you have more that one Trading address please list details below)

Online Store Address/s

Postal Address/ Billing Address (if different to above)

Phone E-mail

Date Established Credit Limit Required (per season) $

Previous Trading Name(s)

Please state date of purchase if business purchased within the last 24 months

Directors / Partners / Proprietors

Names & Addresses Date of Birth

1

2

3

Sales Contact Accounts Contact

Accountants (Name & Address)

TRADE REFERENCES

1. Name Phone Email

Address

2. Name Phone Email

Address

3. Name Phone Email

Address

TERMS AND CONDITIONS OF TRADING

1. GENERAL

Harem Fashions Pty Ltd shall supply goods on the following Terms and Conditions. These terms and conditions shall apply to the exclusion of all others including any Terms and Conditions of the Customer (whether on the Customer's order form or otherwise). No goods will be supplied by Harem Fashions Pty Ltd on any terms or conditions other than those set out herein and by taking delivery of the goods the Customer shall be deemed to agree to these Terms and Conditions.

2. PAYMENT

Unless otherwise agreed all accounts shall be payable net 30 days from date invoiced. Should you fail to pay your invoice/s by the due date Harem Fashions Pty Ltd may charge interest on any overdue invoice at the penalty rate fixed under the Penalty Interest Rates Act 1983 (Victoria), calculated and payable daily compounded from the due date until the Invoice is paid in full.n, addition your account will be flagged STOP SUPPLY until the account comes into line with our credits terms.

3. SETTLEMENT DISCOUNT

Harem Fashions Pty Ltd will provide a discount for early settlement of accounts at the rate of either 5% for payment strictly within 10 days from date of invoice. 2.5% for payment within 30 days from date of invoice. Payment must be received in full within the time specified and you must NOT have any other invoices outstanding beyond the due date at the time of payment.

4. PRICE

Unless otherwise agreed the price charged for the goods shall be the price as determined by Harem Fashions Pty Ltd at the date of delivery.

5. GST

GST at the prevailing rate at the date of invoice will be included in the amount due and payable.

6. RISK

All risk of loss and damage to the goods passes to the customer at the date of delivery.

7. DELIVERY

Harem Fashions Pty Ltd will make reasonable efforts to have the goods delivered to the buyer on the date agreed between the parties, but shall not be liable for any failure to deliver or delay in delivery for any reason. All orders incur freight charges. These charges are $20 for one carton of goods, and $15 for any subsequent carton delivered to you from Bueno. ie: 3 cartons ordered.

Eg:. Carton 1 = $20 + Carton 2 = $15 & Carton 3 = $15 + GST
Total freight charges = $50 + GST

These rates are not a true reflection of the actual costs, and are heavily subsidized rates by Harem Fashions Pty Ltd. Exchanging stockflow orders will incur return freight charges at Normal rates not the heavily subsidized rate as mentioned.

8. RETURN OF GOODS

The Customer will be deemed to have accepted the goods as being in accordance with its order unless it notifies Harem Fashions Pty Ltd in writing of its claim within 7 days of receipt of the goods. Harem Fashions Pty Ltd will not accept return of goods for credit without prior written authority. Claims in respect of faulty goods or short delivery must be made in writing to Harem Fashions Pty Ltd within 7 days of delivery in order to be recognised or binding upon Harem Fashions Pty Ltd. Goods must be returned in the original packaging in good order and condition.

9. WARRANTY

All warranties whether expressed or implied and whether statutory or otherwise with regard to the goods supplied by the Seller as to quality, fitness for purpose or any other matter are hereby excluded except insofar as any such warranties are incapable of exclusion at law.

10. LIMITATION OF LIABILITY

To the extent permitted by law Harem Fashions Pty Ltd limits the liability under any condition or warranty which cannot legally be excluded to: The replacement of goods or the supply of equivalent goods; or the repair of the goods; or the payment of the cost of replacing the goods or acquiring equivalent goods; or the payment of the costs of having the goods repaired.

11. COSTS

Should payment remain outstanding beyond Harem Fashions Pty Ltd's payment terms as outlined in Clause 2, the Customer is liable for all costs including legal costs (on a solicitor/own client basis) and mercantile agents fees incurred by Harem Fashions Pty Ltd in recovering the amount outstanding.

12. WITHHOLDING OF SUPPLY

Harem Fashions Pty Ltd reserves the right to withhold supply to the customer and will not be liable for loss or damage resulting from such action where: Harem Fashions Pty Ltd has insufficient goods to fulfil the order; or the goods ordered are no longer supplied; or it has been determined in its absolute discretion that credit should no longer be extended to the customer.

13. CHANGE OF OWNERSHIP

The customer agrees to notify Harem Fashions Pty Ltd in writing of any change of ownership of the customer within 7 days from the date of such a change and indemnifies Harem Fashions Pty Ltd against any loss or damage incurred by it as a result of the Customer's failure to notify Harem Fashions Pty Ltd of any change.

14. CHARGING AND CAVEAT CLAUSE

Harem Fashions Pty Ltd may require at any time from the Customer security to secure any credit facilities provided to the Customer. Harem Fashions Pty Ltd, for the purpose of securing any credit facilities provided to the Customer, is entitled to require the Customer to charge all of its present and future personal property and to charge all real property owned by the Customer for an amount equal to any amount that the Customer owes Harem Fashions Pty Ltd from time to time under the credit facilities or otherwise, and the Customer will execute any necessary documents prepared by Harem Fashions Pty Ltd's solicitors for this purpose, and Harem Fashions Pty Ltd is entitled to, among other things, lodge and maintain at the Customer's cost any registration including any caveat over real property to protect Harem Fashions Pty Ltd's rights under this clause.

15. CANCELLATION

Orders placed with Harem Fashions Pty Ltd cannot be cancelled without the written approval of Harem Fashions Pty Ltd. In the event that Harem Fashions Pty Ltd accepts the cancellation of any order placed with it shall be entitled to charge a reasonable fee for any work done on behalf of the Customer to the date of cancellation including a fee for the processing and acceptance of the Customer's order and request for cancellation.

SPECIAL COLOUR MAKE UP'S

Selected Special Colour Make Up's are ordered at your own risk. Harem Fashions only has access to the factory's seasonal leather batches, and although they will always do their best to match your request, colour variation from season to season does occur. Returns will not be accepted for commercial colour variation OR SPECIAL MAKE UP'S.

INDENT STOCK HOLDING

When these orders are placed, you as the customer have the option of a delivery date. If these orders remain in our warehouse for a period of 14 days passed your original delivery Month – Harem Fashions reserves the right to charge a storage fee of $30 + GST per month until the customer takes delivery of their order. Harem Fashions will not accept cancellations of indent orders. These styles have been ordered and paid for on your behalf. This includes indent stock deliveries.

16. LIEN

The Customer hereby acknowledges that Harem Fashions Pty Ltd has a lien over all goods in its possession belonging to the customer to secure payment of any or all amounts outstanding from time to time.

17. TITLE TO GOODS

(i) Despite anything to the contrary express or implied, title in the goods shall remain with Harem Fashions Pty Ltd and shall not pass to the Customer until Harem Fashions Pty Ltd has received payment in full for the goods and the Customer has discharged in full all its accounts with Harem Fashions Pty Ltd.

(ii) If payment is made by the Customer by way of cheque title shall not pass to the Customer until the cheque has been honoured.

(iii) Until the goods are paid for in full the Customer shall hold the goods as a Trustee for Harem Fashions Pty Ltd and you must store the goods in such a manner that they can be identified as the property of Harem Fashions Pty Ltd.

(iv) In the event that the Customer fails to pay Harem Fashions Pty Ltd for the goods by the due date required for payment under these Terms and Conditions, the Customer (without prejudice to Harem Fashions Pty Ltd's rights as an unpaid creditor or any of its other rights and remedies) hereby agrees to deliver up the goods to Harem Fashions Pty Ltd upon demand by Harem Fashions Pty Ltd and consents to Harem Fashions Pty Ltd retaking possession of the goods.

(v) All payments required to be made by the Customer must be made free of any set-off, or counterclaim and without deduction or withholding. Any amount due to Harem Fashions Pty Ltd from time to time may be deducted from any monies which may be or may become payable to the Customer by Harem Fashions Pty Ltd.

18. PERSONAL PROPERTY SECURITIES

18.1 You acknowledge and agree that you grant Harem Fashions Pty Ltd Security Interests in the goods and any Proceeds of the goods including any Accounts / Accounts Receivable and Accessions, by virtue of these Terms and Conditions. Further, you acknowledge and agree that any credit extended to the Customer by these Terms and Conditions is wholly for commercial purposes and you warrant to us that you are solvent each time that you place an order for goods with us.

18.2 You agree that:

(a) These terms and conditions or subject to us giving you at least 30 days' notice, such other terms and conditions as we may adopt from time to time, apply to the supply of goods by us to you to the exclusion of all other terms and conditions of sale or purchase;

(b) No variation to our terms and conditions will be binding on us unless agreed to by us in writing;

(c) The goods supplied by Harem Fashions Pty Ltd secure the payment of the purchase price of those goods and of any other goods supplied by Harem Fashions Pty Ltd;

(d) You will do all the things necessary including providing all information we require to register a Financing Statement or Financing Change Statement on the Personal Properties Securities Register (PPSR) as a Security Interest and a Purchase Money Security Interest pursuant to the PPSA;

(e) You will not change your name or company number (if applicable) or other details required on the PPSA, without first giving us 14 days' prior notice in writing;

(f) You waive your rights to receive verification statements in respect of any Financing Statement or Financing Change Statement in respect of the Security Interest created pursuant to these Terms and Conditions.

(g) You must pay our costs of any discharge or necessary amendment of any Financing Statement or Financing Change Statement.

18.3 Where the Australian PPSA applies to the maximum extent permitted by law, you waive any rights you may have pursuant to, and hereby contract out of the following sections of the PPSA:

(a) under section 95 to receive notice of intention to remove an accession;

(b) under section 118 to receive notice that the Supplier intends to enforce its security interest in accordance with land law;

(c) under section 121(4) to receive a notice of enforcement action against liquid assets;

(d) under section 129 to receive a notice of disposal of goods by the Supplier purchasing the goods;

(e) under section 130 to receive a notice to dispose of goods;

(f) under section 132(4) to receive a statement of account following disposal of goods;

(g) under section 134(2) to receive a statement of account if no disposal of goods for each 6 month period;

(h) under section 135 to receive notice of any proposal of the Supplier to retain goods;

(i) under section 137(2) to object to any proposal of the Supplier to retain or dispose of goods;

(j) under section 142 to redeem the goods;

(k) under section 143 to reinstate the security agreement; and

(l) under section 157(1) and 157(3) to receive a notice of any verification statement.

18.4 Where the New Zealand PPSA applies to the maximum extent permitted by law, you:

(a) agree that the provisions of sections 114(1)(a), 120, 122, 133 and 134 of the PPSA which are for the Customer's benefit, or which place any obligations on Harem Fashions Pty Ltd in the Customer's favour, will not apply;

(b) waive your rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA, and your rights to receive a copy of a verification statement under section 148 of the PPSA in respect of any financing statement or financing change statement registered by Harem Fashions Pty Ltd; and

(c) agree that:

(i) the provisions of Part 9 of the PPSA which are for the benefit of the Customer or which place obligations on Harem Fashions Pty Ltd will apply only to the extent that they are mandatory or Harem Fashions Pty Ltd agrees to their application in writing; and

(ii) where Harem Fashions Pty Ltd has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.

18.5 Harem Fashions Pty Ltd may apply and allocate payments received by, or on behalf of, the Customer in a manner in Harem Fashions Pty Ltd's absolute and unfettered discretion, including so as to attribute the payments to satisfy obligations which are or are not secured by a Purchase Money Security Interest or otherwise. For the purposes of section 14(6)(a) of the Australian PPSA, this paragraph constitutes the method of payment application agreed by the parties.

18.6 Harem Fashions Pty Ltd and the Customer will not disclose information of the kind mentioned in section 275(1) of the PPSA, unless required by law (other than section 275(1) of the PPSA).

18.7 In this clause 18:

(a) unless otherwise defined in these Terms and Conditions, the terms and expressions used in this Clause 18 have the meanings given to them or by virtue of the PPSA;

(b) "goods" means all goods supplied by Harem Fashions Pty Ltd to the Customer; and

(c) "PPSA" means as the context permits or requires:

(i) the Personal Properties Securities Act 2009 (Cth) (the "Australian PPSA"); and

the Personal Properties Securities Act 1999 (NZ) (the "New Zealand PPSA").

19. POWER TO SELL GOODS

Excepting selling via third party websites you may sell the goods to your end consumers in the ordinary course of your business provided that the proceeds of any such sale shall be held in trust by the Customer for Harem Fashions Pty Ltd until Harem Fashions Pty Ltd has received payment in full for the goods. You are not permitted to part with possession of the goods except to such a buyer, nor are you permitted to sell them to any party for on-sale.

20. CERTIFICATE

A Certificate signed by an officer of Harem Fashions Pty Ltd will be prima facie evidence of the Customer's liability to Harem Fashions Pty Ltd at the date of the Certificate.

Australian Government
Australian Financial Security Authority

PPSR
Personal Property Securities Register

DECLARATION

The applicant requests the above named Company ("Harem Fashions Pty Ltd") to open an account on the basis of Harem Fashions Pty Ltd's standard Terms and Conditions and agrees to be bound by such Terms and Conditions as Customer. The Applicant and the signatory to this Application further acknowledge that the information provided in this Application is true and correct and has been relied upon by Harem Fashions Pty Ltd to determine whether to grant the Applicant credit and that the signatory has full authority to complete this Application Form on behalf of the Applicant and to bind the Customer to the Terms and Conditions.

Director/Partner/Proprietor | Print Name | Date

Director/Partner/Proprietor | Print Name | Date

HAREM FASHIONS

PRIVACY ACT CONSENTS

The Applicant named below hereby gives its / his / her consent to Harem Fashions Pty Ltd to collect and disclose its / his / her personal information in accordance with the following provisions and the Privacy Act 1988 Australia or Privacy Act 1993 New Zealand (as amended from time to time).

(a) Harem Fashions Pty Ltd may disclose certain information to a Credit Reporting Body

That Harem Fashions Pty Ltd may disclose any information (including personal information) provided by the Applicant that is contained in this Application, arises out of the operation of the Account, or is otherwise obtained, to a Credit Reporting Body (or, in the ordinary course of business, to any other third party).

The information disclosed may include, without limitation, the fact that an Account has been applied for, the amount of credit applied for, details of any payments which have become overdue for more than 60 days for which collection action has commenced, any cheques that have been written that have been dishonoured more than once, advice that payments are no longer overdue and that the credit that has been provided has been discharged. Any information that Harem Fashions Pty Ltd discloses to a Credit Reporting Body about the Applicant may be used by that Credit Reporting Body to update their credit reporting databases and may be further disclosed to the Credit Reporting Bodies' own customers for the purpose of providing credit reporting services.

(b) Harem Fashions Pty Ltd may disclose certain information to possible guarantors or those providing property as security

That Harem Fashions Pty Ltd under the Privacy Act may disclose credit eligibility information about you to another person for the purpose of that person considering whether to:

I. offer to act as a guarantor for credit applied for, or provided to; or

II. offer property as security for the credit

(c) Harem Fashions Pty Ltd may obtain certain information

That Harem Fashions Pty Ltd, and any third party instructed by Harem Fashions Pty Ltd, are authorised for the purposes of Harem Fashions Pty Ltd's relationship with the Applicant, including, without limitation, for assessing this Application and any later requests for credit and for the collection of overdue payments in respect of commercial credit which has been provided by Harem Fashions Pty Ltd, to collect and use the Applicant's personal information. Harem Fashions Pty Ltd is authorised to collect the Applicant's personal information directly or to request and obtain credit reports containing personal credit information about the Applicant, and / or reports containing information about its / his / her commercial and consumer credit activities and credit worthiness from a Credit Reporting Body and any financial institutions or credit providers named in this Application or whose names are included in a credit report about their credit worthiness.

(d) Harem Fashions Pty Ltd will hold and maintain certain information

That Harem Fashions Pty Ltd is authorised, in relation to the Applicant's personal information that it holds, to hold and store that personal information using reasonable security safeguards at the address on page 1 of this Application. The Applicant is entitled to ask to access any personal information that Harem Fashions Pty Ltd holds about it / him / her, and request correction of that personal information. The Applicant is responsible for informing Harem Fashions Pty Ltd of any change to its / his / her personal information.

The Applicant acknowledges that:

(i) if it/he/she does not provide the required information to Harem Fashions Pty Ltd on these terms, Harem Fashions Pty Ltd may not be able to provide its services to the Applicant; and

(ii) each of the above authorities and consents remain in force until any account facility granted by Harem Fashions Pty Ltd is at an end and all sums owing in relation thereto have been paid in full.

Director/Partner/Proprietor ____________________

Signature ____________________

Print Name ____________________

Date ____________________

GUARANTEE

IN CONSIDERATION

of

Harem Fashions Pty Ltd (“Harem Fashions”)

agreeing to supply the following Company / Firm (“the Customer”)

with goods on credit

I/WE (“the Guarantor”)

of

do hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in future be or become due and payable to Harem Fashions Pty Ltd by the Customer on any account whatsoever AND I/WE DECLARE that this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by Harem Fashions Pty Ltd of time, credit or any other indulgence or concession to the Customer or the Guarantor or the waiver by Harem Fashions Pty Ltd of any breach by the Customer of its obligations to the Customer or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability of the Customer ceasing or becoming extinguished for any reason AND I/WE DECLARE that I/WE will make due punctual payments to Harem Fashions Pty Ltd upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above AND I/WE FURTHER DECLARE that the Guarantor shall pay all costs, fees, charges and expenses including legal costs on a Solicitor and own client basis incurred by Harem Fashions Pty Ltd of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained AND I/WE FURTHER DECLARE that if any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primarily liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies Harem Fashions Pty Ltd in the respect of any failure by the Customer to make payment or perform or observe any covenant, obligations term or condition of this Guarantee AND the Guarantors hereby charge in favour of Harem Fashions Pty Ltd as security for he/she/their obligations to Harem Fashions Pty Ltd all right title and interest in any land held now by the Guarantors alone or jointly with anyone or acquired by the Guarantors at any time hereafter. If the Guarantors default in payment of any amount owed to Harem Fashions Pty Ltd the Guarantors specifically authorise Harem Fashions Pty Ltd to lodge a Caveat against any dealings with any such property AND I/WE DECLARE that the proper law of this Guarantee shall be of State of Victoria and that any proceedings to taken by Harem Fashions Pty Ltd may be taken in the Courts of the State of Victoria AND THE GUARANTORS HEREBY DECLARES that I/WE understand the nature and effect of the within Guarantee and I/WE have had the opportunity of obtaining independent legal advice before signing this Guarantee.

DATE

SIGNED by the Guarantor (Signature)

Guarantor 1 (Full name)

in the presence of witness (Signature)

Witness’ full name and address

DATE

SIGNED by the Guarantor (Signature)

Guarantor 2 (Full name)

in the presence of witness (Signature)

Witness’ full name and address