CREDIT APPLICATION FORM

ABN: 42 136 722 220

SECTION 1: APPLICANT ENTITY TYPE

COLUMN A	COLUMN B
☐ Proprietary Limited Company[A]	☐ Trust - Personal Trustee[B]
☐ Trust - Company Trustee[A]	☐ Sole Trader[B]
	☐ Partnership[B]

SECTION 2: APPLICANT DETAILS

SECTION 2A: DETAILS – PTY LTD TRUSTEE or COMPANY

Please complete this section if your Entity Type was marked in Column A in Section 1.

NAME OF COMPANY or TRUSTEE COMPANY

COMPANY / TRUSTEE ACN

COMPANY / TRUSTEE ABN

YEAR OF REGISTRATION

IF A COMPANY TRUSTEE, THEN….

NAME OF THE TRUST

TRUST ABN

FULL NAMES AND ADDRESSES OF COMPANY DIRECTORS

DIRECTOR 1

FULL NAME | DOB

PHONE NUMBER | DRIVER LIC

PRIVATE ADDRESS

DIRECTOR 2

FULL NAME | DOB

PHONE NUMBER | DRIVER LIC

PRIVATE ADDRESS

* If more than two Directors, please provide additional information for each Director.

SECTION 2B: DETAILS – SOLE TRADER, PARTNERSHIPS

Please complete this section if your Entity Type was marked in Column B in Section 1.

TRADING NAME / FULL NAME OF TRUST

ABN

DETAILS OF APPLICANT, PARTNERS OR PERSONAL TRUSTEE(S):

PARTY 1

FULL NAME | DOB

PHONE NUMBER | DRIVER LIC

PRIVATE ADDRESS

PARTY 2

FULL NAME | DOB

PHONE NUMBER | DRIVER LIC

PRIVATE ADDRESS

* If more than two Parties, please provide additional information for each Party.

SECTION 3: BUSINESS DETAILS

BUSINESS ADDRESS

PHONE NUMBER

USUAL DELIVERY ADDRESS

* If more than one delivery address, please provide full details on a separate sheet

EMAIL ADDRESS FOR SALES

EMAIL ADDRESS FOR MARKETING

CREDIT LIMIT REQUESTED — NOT APPROVED CREDIT LIMIT

TRADE/ CREDIT REFERENCES FOR BUSINESS (AT LEAST 3 REQUIRED)

1.COMPANY

PHONE

EMAIL

2.COMPANY

PHONE

EMAIL

3.COMPANY

PHONE

EMAIL

AUTHORISED REPRESENTATIVE DETAILS

NAME

PHONE

EMAIL

ACCOUNTS CONTACT INFO

NAME

PHONE

EMAIL

I/ we certify that the information provided is correct, that if the credit if granted is for commercial purposes and that I/we have read the attached: Terms and Conditions; Personal Guarantee; and Privacy Notice and agree to them. I/We agree that, if I/ we are Directors of the Customer company or hold at least 15% of shares within the Customer company that we are personally liable for the obligations under this Agreement.

DATE

APPLICANT 1 SIGNITURE

APPLICANT 2 SIGNITURE

MAILING INSTRUCTIONS

For your application to be processed, please ensure you have completed and signed both the Credit Application Form and the Personal Guarantee and Indemnity Agreement. Please return all original signed and witnessed documents to Freedom Tyres Pty Ltd as follows.

Mail to: PO Box 224, Archerfield BC, QLD, 4108

Email to: accounts@freedomtyres.com.au

CREDIT APPLICATION FORM (CONTINUED)

Terms and Conditions

1. Definitions and Interpretation

Authorised Person means an individual authorised to act and enter into agreements with the Supplier on behalf of the Customer.

Freedom Tyres means Freedom Tyres Pty Ltd ABN 93 679 253 251

Bulk Indent Order means an order for Goods in bulk for which the Supplier is required to source the Goods from another supplier, including an overseas supplier.

Conditions means these Credit Account Terms and Conditions.

Consequential Loss means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special, or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

Customer means the party making this application forcredit.

Freedom's Brands means the Freedom Tyres term, designation, trade name, product name and all of the attributes and features customarily associated with the Freedom Tyres brand from time to time, including any trade marks, logos, web pages, product images, or other distinctive features.

Goods means any goods supplied by the Supplier to the Customer.

Insolvency Event means, for the Customer, as applicable, being in liquidation or provisional liquidation, bankruptcy or under administration, having a controller (as defined in the Corporations Act under s.459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay the Customer's debts, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing the Customer's own affairs for any reason, taking any step that could result in the Company becoming an insolvent under administration (as defined in s.9 of the Corporations Act 2001), entering into a compromise or arrangement with, or assignment for the benefit of, any of the Customer's members or creditors, or any analogous event.

Loss means any expense, cost or damage of any kind and includes Consequential Loss and a fine or penalty imposed by a statutory or other authority.

Purchase Order means the order request provided by the Customer to the Supplier from time to time by means acceptable to the Supplier, including orally which may ormay not have a specified reference code or number.

Real Property means all real property interests held by the Customer now or in the future.

Related Bodies Corporate has the same meaning as in the Corporations Act 2001.

Services means any services provided by the Supplier tothe Customer.

Substantial Change means any variation to an order that may in any way effect the scope of Services and/or Goods to be provided as determined by the Supplier.

Supplier means (in connection with the supply of any Goods or Services) Freedom Tyres making the supply or the provision or future agreed provision of goods or services to the Customer.

Supplier Ts&Cs means the terms and conditions found on the Supplier's website at https://freedomtyres.com.au/terms-and-conditions/.

Singular words include the plural and vice versa. A mention of anything after include, includes or including, does not limit what else might be included.

2. Structure of this Document

a. These Conditions are intended to regulate key trading terms including the extension of credit in connection with the supply of Goods or Services by Freedom Tyres to the Customer.

b. These Conditions are to be read together with the Supplier Ts&Cs and the Supplier Ts&Cs are incorporated by reference as part of these Conditions. To the extent of any inconsistency, the Supplier Ts&Cs prevail over these Conditions.

3. Customer Obligations

a. These Conditions apply if the Supplier accepts any order for Goods or Services or both from the Customer, whether for cash or on credit. The Customer has no entitlement to credit unless in the Supplier's sole discretion the Supplier extends credit to the Customer.If in a particular case, the Supplier gives the Customer credit, the Supplier still reserves the right at any time and for any reason in the Supplier's sole discretion to refuse to supply any further Goods or Services to the Customer and to refuse to supply any Goods or Services or both to the Customer on credit terms. If the Supplier does decline to give the Customer further credit, then that decision does not affect the credit termswhich apply to any amounts the Customer then owes to the Supplier.

b. If the Customer fails to comply with any of the terms of these Conditions or in respect of any obligation to pay money to the Supplier when due, suffers an Insolvency Event or makes any misrepresentation to the Supplier, the balance of the Customer's account to the Supplier will become due and payable immediately.

c. The Customer agrees that it must:

(i) provide the full and valid legal name of the Customer's entity including any ACN, names of any related trustees or incorporated entities and any active ABNs for the aforementioned entities, or trading companies, trusts and/or business names.

(ii) pay, without any deduction or setoff, the price charged by the Supplier for Goods or Services supplied to the Customer on delivery of the Goods or performance of the Services, or, if credit terms are offered, within 30 days after the Supplier forwards a statement to the Customer of the costs of the Goods or Services that were supplied or provided;

(iii) pay any stamp duty assessed on this document or fee to register or maintain any security interest held by the Supplier in respect of Goods or Services supplied to the Customer;

(iv) advise the Supplier in writing of the occurrence of any Insolvency Event, any change in its name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of its gross assets) as soon as practicable and not later than within two (2) business days of such event, change or step occurring. The Customer acknowledges that, despite any such event, change, or step, the Customer remains liable to pay the price for all Goods or Services supplied.

d. If the Customer does not pay the Supplier for the Goods or Services in accordance with clause 3(c)(i), the Supplier may refuse to supply and Goods or Services tothe Customer until the Customer pays all amounts that it owes to the Supplier.

e. The supply of any Goods and/or Services requested by the Customer is conditional on the provision by the Customer of a complete and valid Purchase Order particularising the Goods and/or Services to be supplied.

4. Delivery and Variation

a. The Customer or an authorised person must provide the Purchase Order to the Supplier prior to any Servicesbeing undertaken or Goods being supplied.

b. The Supplier is not obliged to supply any Goods and/or Services without being provided with a complete and valid Purchase Order by the Customer.

c. The Supplier will contact the Customer to arrange for a date for the Services and/or Goods to be provided, which shall be no more than 5 business days from the date an order is accepted, unless otherwise agreed.

d. The Supplier may refuse to supply Services and/or Goods to the Customer in the event that monies owed to the Supplier by the Customer are outstanding.

e. At the Supplier's sole discretion, the costs of delivery of any Goods or Services are in addition to the Purchase Price or for the Customer's account.

f. The delivery times made known to the Customer are estimates only and the Supplier will not be liable for later delivery or non-delivery of the Goods or Services.

g. The Customer must make all arrangements necessary to take delivery of the Goods or Services whenever theyare tendered for delivery.

h. In the event that the Customer is unable to take delivery of the Goods or Services as arranged then the Supplier shall be entitled to charge a reasonable fee for re-delivery.

i. The Supplier may deliver the Goods or Services by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in this Agreement.

j. The Customer must examine the Goods delivered at the time of delivery and sign the delivery docket to accept the Goods delivered.

k. The Supplier is not liable to the Customer for Goods that have been examined and accepted by the Customer or for shortages of Goods.

l. The Customer agrees that once the Goods have been delivered then the Customer is deemed to have examined the Goods and is satisfied.

m. Despite any negligence on the part of the Supplier, or its agents, the Supplier will not be liable for any loss, damage, delay, cost or expense occasioned to the Customer or any third parties arising from late or non-delivery or late installation of the Goods or Services caused by the delivery carrier, or its agents.

n. The Services and/or Goods that the Supplier will provide to the Customer are limited to those Services and/or Goods as contained in the Purchase Order and any additional Services and/or Goods or variations thereof that may be required may incur an additional fee which shall be determined by the Supplier upon assessment.

o. Customer must notify the Supplier of any Substantial Change and acknowledges that any Substantial Changemay affect the scope of Services and/or Goods to be provided and may incur an additional fee.

p. The Supplier will attempt, in all possible circumstances, to limit the Supplier's downtime in the performance of Services and supply of the Goods.

q. The Supplier will, on becoming aware of any actual or potential delay in providing any Services and/or Goods, provide the Customer with notice as to the nature and cause of the delay and provide an amended timeframe for the Services and/or Goods to be supplied.

r. The Supplier is not liable to the Customer for any failure to perform or supply the Services and/or Goods, or delay for performing of supplying the Services and/or Goods.

s. The Customer further agrees to indemnify the Supplier for any additional cost incurred by the Supplier in the event that the Services and/or Goods to be provided fall outside the scope of work to be performed or supplied pursuant to the Quote.

t. If the Customer submits a Bulk Indent Order:

(i) the Customer cannot cancel the order or any part of the order or change the order or any part of theorder after the Supplier has ordered the relevant Goods pursuant to the original agreed Bulk Indent Order quote; and

(ii) notwithstanding any requested cancellation or change to the order, the Customer will be liable topay the full price for the Goods ordered pursuant to the original Bulk Indent Order quote.

5. Returns and Defective Goods

a. The Supplier will accept the return of Goods and provide a full refund for the Goods within 30 days of return provided that the Goods are returned within 7 days of delivery and the Goods are unused and in "as new" condition (have not been fitted to rims) at the time of return.

b. If any Goods are returned under this clause, the Customer will be liable to pay a restocking fee equal to 7% of the purchase price of the Goods.

6. Overdue Accounts and Security

a. Any amount not paid by the due date will incur interestat a rate of 5% above the Reserve Bank of Australia

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Cash Rate calculated daily and compounded monthly but in no circumstances will the interest charged exceed 20% per annum.

b. The Customer agrees to pay all costs and expenses (including legal costs, commissions paid by the Supplier or its Related Bodies Corporate to any commercial or mercantile agent and dishonour fees) incurred by the Supplier in connection with the recovery of overdue amounts and enforcing the charge in clause 6(c).

c. As security for any amounts due to the Supplier from time to time, the Customer charges all of its legal and equitable interest (both present and future) of whatsoever nature held in any and all Real Property to the Supplier.

d. Without limiting the generality of the charge in clause 6(c), the Customer agrees, on request by the Supplier, to execute any documents and do all things reasonably required by the Supplier, to perfect the charge given in clause 6(c) including a mortgage over any Real Property. The Customer appoints the Supplier to be the Customer's lawful attorney for the purposes of executing and registering such documents and taking all such steps in that regard. The Customer indemnifies the Supplier on an indemnity basis against all costs and expenses incurred by the Supplier in connection with the preparation and registration of any such steps needed to perfect the security or prepare or register the mortgage documents.

e. The Customer consents unconditionally to the Supplier lodging a caveat or caveats noting its interest in any Real Property.

f. A statement in writing signed by an authorised officer of the Supplier setting out the moneys due or owing to the Supplier at the date of the statement shall be sufficient evidence of the amount so due or owing until the contrary is proven.

g. The Supplier acknowledges that any payment made to it for a debt owed to the Supplier is in full satisfaction of the debt owed to it, to the extent of the payment

7. Retention of Title

a. The Supplier retains legal and equitable title in any Goods supplied to the Customer until payment in full for or in connection with the supply of the relevant Goods has been received by the Supplier. Until payment in full has been received, the following terms apply.

b. Notwithstanding that title in the Goods remains with the Supplier until payment has been received in full, the Customer may sell such Goods or use the Goods in the ordinary course of the Customer's business. As between the Customer and the purchaser of any item of the Goods, the Customer sells as principal and not as agent of the Supplier. The proceeds of sale of each item of Goods must be held by the Customer in a separate fund on trust for the Supplier and the Customer is under a duty to account to the Supplier for such proceeds. The creation of, or any failure of, any such trust shall not in any way limit the obligation of the Customer to pay an amount to the Supplier for Goods supplied.

c. Until Goods are sold, the Customer must keep the Goods safe and free from deterioration, destruction, loss or harm, clearly designate the Goods as the property of the Supplier, store them in such a way they are clearly identified as the property of the Supplier and keep full and complete records, firstly, of the physical location of the Goods and, secondly, the ownership of the Goods by the Supplier.

d. The Supplier is irrevocably entitled at any time and from time to time before sale of any item of Goods by the Customer to inspect or to recover and retake possession of such Goods and otherwise exercise in relation to the Goods any of its rights whether those rights are as owner and/or unpaid Seller or otherwise and whether those rights are conferred by common law, contract, statute or in any other way. In order to exercise such entitlement, the Supplier and its agents are irrevocably authorised by the Customer to enter any of the Customer's premises or vehicles or those of any third party. The Customer agrees to obtain the consent of any such third party to such entry by the Supplier and to indemnify the Supplier and its agents for any liability arising from any entry upon such third parties' premises or vehicles. The Supplier and its agents agree to take all reasonable care in removing the Goods from such premises or vehicles but, to the extent this liability may be disclaimed by law, are not liable for any damage or injury to such premises caused by the removal of the Goods.

e. This reservation of title and ownership is effective whether or not the Goods have been altered from their supplied form or commingled with other Goods.

8. Security Interest

a. The retention of title arrangement described in clause 7 constitutes the grant of a purchase money security interest by the Customer in favour of the Supplier in respect of all present and after-acquired Goods supplied to the Customer by the Supplier.

b. The Customer must immediately, if requested by the Supplier, sign any documents, provide all necessary information and do anything else required by the Supplier to ensure that the Suppliers purchase money security interest is a perfected security interest.

c. The Customer will not enter into any security agreement that permits any other person to have or to register any security interest in respect of the Goods or any proceeds from the sale of the Goods until the Supplier has perfected its purchase money security interest.

d. For any Goods supplied that are not goods that are used predominately for personal, domestic or household purposes, the parties agree to contract out of the application of ss 95, 118, 121(4), 130, 132(4), 135, 142 or 143 of the PPSA in relation to the Goods.

e. The Customer hereby waives any rights the Customer may otherwise have to:

(i) receive any notices the Customer would otherwise be entitled to receive under ss 95, 118, 121, 130, 132 or 135;

(ii) apply to a Court for an order concerning the removal of an accession under s 97;

(iii) object to a proposal of the Supplier to purchase or retain any collateral under ss 130 and 135;

(iv) receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating to any security interest the Supplier may have in Goods supplied to the Customer from time to time.

f. For the purposes of this clause "PPSA" means the Personal Property Securities Act 2009. The expressions "accession", "collateral", "financing statement", "financing change statement", "security agreement", "security interest", "perfected security interest" and "verification statement" have the meanings given to them under, or in the context of the PPSA. References to sections are to sections of the PPSA.

9. Risk

a. Risk in relation to any Goods passes to the Customer on delivery of the Goods. Delivery of Goods will be at the Supplier's premises on collection of the Goods by the Customer, its employees, agents or contractors.
If the Customer has elected to arrange transport or freight of the Goods from the Supplier's premises, risk in the Goods passes immediately to the Customer upon collection of the goods by employees, agents or contractors of the Customer at the Supplier's premises.
If the Supplier has expressly agreed to ship the Goods, risk in the Goods passes immediately to the Customer on delivery of the Goods by the Supplier to the Supplier's freight agent.

b. The Customer acknowledges that the Supplier is dependent upon others for the manufacture of the Goods, their supply, delivery dates and specifications and accordingly the Supplier does not warrant that the Goods will be delivered on any particular date or will be identical to any Goods previously delivered to the Customer.

10. Exclusion of Implied Terms

The Customer may have the benefit of consumer guarantees under the Australian Consumer Law. Otherwise, to the maximum extent permitted by law, all terms, conditions, or warranties that would be implied into Supplier Ts&Cs or in connection with the supply of any Goods or Services by the Supplier under law or statute or custom or international convention are excluded.

11. Limitation of Liability

To the maximum extent permitted by law and subject to clauses 10 and 12, the Supplier's total liability arising out of or in connection with performance of its obligations pursuant to these Conditions, the Supplier Ts&Cs, or arising out of or in connection with the supply of specific Goods and Services (including pursuant to or for breach of these Conditions, Supplier Ts&Cs or repudiation thereof, under statute, in equity or for tort, including negligent acts or omissions) is limited as follows:

a. the Supplier shall have no liability to the Customer for any Consequential Loss;

b. the Supplier's total aggregate liability for Loss, however arising, shall not exceed the GST exclusive aggregate price paid by the Customer to the Supplier for the specific Goods or Services that gave rise to the Loss in question. The limitations and exclusions in this clause 11(b) do not apply to the extent that any Loss is directly attributable to:

(i) the personal injury or death caused by the Supplier's default, breach of these Conditions or the Supplier Ts&Cs or negligence; or

(ii) fraud by the Supplier.

Each party must take reasonable steps to mitigate any Loss it suffers or incurs.

12. Limitation of liability under Australian Consumer Law Guarantees

a. To the extent that Goods supplied by the Supplier are not goods of a kind ordinarily acquired for personal, domestic or household use and the Customer is deemed to be a consumer for the purposes of s.64A of the Australian Consumer Law, the Customer agrees that the Supplier's liability for a failure to comply with a consumer guarantee that the Customer may have a benefit under the Australian Consumer Law (other than a guarantee under ss.51 (title), 52 (undisturbed possession) and 53 (undisclosed securities), is limited to, at the option of the Supplier, one or more of the following:

(i) replacement of the goods or the supply of equivalent goods;

(ii) the repair of the goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) equivalent goods; or

(v) the payment of the cost of having the goods repaired.

b. To the extent that Services supplied by the Supplier are services other than services of a kind ordinarily acquired for personal, domestic or household use or consumption, the Suppliers' liability for failure to comply with a consumer guarantee that the Customer may have the benefit of is limited to, at the option of the Supplier:

(i) the supply of the Services again; or

(ii) the payment of the cost of having the Services supplied again.

13. GST

If the Supplier has any liability to pay Goods and Services Tax (GST) on the supply of any Goods or Services to the Customer, the Customer must pay to the Supplier an amount equivalent to the GST liability of the Supplier at the same time as the consideration is paid for the Goods or Services (unless the consideration for that supply is expressed specifically to be GST inclusive).

14. Warranties

a. Goods which are not manufactured by Freedom Tyres are subject solely to the warranties (if applicable) provided by the manufacturers or third party suppliers to Freedom Tyres and the customer acknowledges that to the extent provided by law, Freedom Tyres gives no warranties beyond such manufacturers or suppliers warranties

b. The customer acknowledges that Freedom Tyres makes no representations or warranties as to the fitness or suitability for any purpose of goods sold.

15. Prices

a. All prices shall be those referred to in Freedom Tyres price lists and /or arrangements current at time of invoice.

b. Freedom Tyres reserves the right to vary prices at any time without notice.

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CREDIT APPLICATION FORM (CONTINUED)

16. Guarantee to Freedom Tyres

a. The Customer has requested the Supplier to facilitate the extension of credit terms to the Customer. The Customer acknowledges that the Customer will receive a valuable commercial benefit because of the Supplier facilitating the extension of credit terms.

b. The Customer guarantees to the Supplier that the Customer will pay all amounts payable to the Supplier from time to time for the supply of Goods or Services tothe Customer when they are due including interest andtax. The Customer's guarantee continues until all theseamounts have been paid in full.

c. The Customer must pay the Supplier for its reasonable costs in administering (including enforcing or taking any other action in connection with its rights) this guarantee.

d. The Customer remains liable to the Supplier under this guarantee and the Customer's obligations under this guarantee will not be affected by any refusal by the Supplier to provide further credit to the Customer or a variation in the Supplier Ts&Cs between the Supplier and Customer.

e. The Supplier may at any time release or discharge the Customer from this guarantee and give time for payment, accept any composition from or make any other arrangements with the Customer without releasing or discharging any other guarantor or otherwise prejudicing or affecting the Supplier's rights and remedies against the Customer.

f. As long as this guarantee remains in existence the Customer may not, without the Supplier's consent, reduce the Customer's liability under this guarantee by claiming that the Customer or any other person has a right of set-off or counterclaim against the Supplier.

g. Where the Customer is a partnership no change in the constitution of the partnership shall affect, impair or discharge the liability of the Customer under this guarantee and indemnity whether past, present or futurenotwithstanding the provisions of any legislation or any other similar enactment in amendment, modification or substitution regulating partnerships.

h. A statement in writing signed by an authorised officer of a Supplier setting out the moneys due or owing to the Supplier at the date of the statement shall be sufficient evidence of the amount so due or owing until the contrary is proven.

i. If the Customer enters into this guarantee as a trustee of any trust, then the following provisions shall apply:

(i) the Customer shall be personally liable for the performance of all obligations and undertakings under this guarantee;

(ii) the Customer warrants that the Customer has full, complete and valid authority pursuant to the trust to enter into this guarantee;

(iii) notwithstanding that there is no reference to a specific trust, the Supplier's rights of recourse shall extend to both the Customer's assets personally and the assets of the trust;

(iv) the Customer undertakes to the Supplier that the Customer's rights of indemnity against the trust assets have not been excluded by the provisions of the trust or by any breach of trust or otherwise and that the Customer will not release or otherwise prejudice such rights of indemnity.

j. The Customer's obligation to pay to the Supplier the amounts referred to under this document is a primary obligation and the Supplier is not obliged to proceed against or enforce any security or other right against the Customer or demand payment from the Customer before those amounts become due for payment.

17. Privacy Disclosure and Consent

a. Under the Act, Freedom Tyres Pty Ltd is allowed togive a credit reporting agency sensitive or personal information about your Credit Application. In accordance with the Australian Privacy Principles ("Principles") contained in the Act, Freedom Tyres Pty Ltd shall collectsensitive information for the purpose of determining whether or not to grant credit. Accordingly,

b. The Customer authorises the Supplier to:

(i) obtain credit information about its personal, consumer and commercial credit worthiness from any bank or trade referee disclosed in this document and from any other credit provider or credit reporting agency for the purpose of assessing this application for credit, or in connection with any guarantee given by the Customer;

(ii) use, disclose or exchange with other credit providers, information about the Customer's credit arrangements in order to assess this application for credit, monitor credit worthiness and collect overdue accounts, and

(iii) disclose the contents of any credit report on the Customer to the Supplier and other Related Bodies Corporate of the Supplier, and any of their solicitors and mercantile agents.

c. If the Customer does not accurately or fully provide the information requested in this document, the Supplier may be unable to process the application. In such circumstances Freedom Tyres will comply with the privacy principles imposed by law in relation to the collection and disclosure of information regarding individuals.

18. Governing Law

Part B of these Conditions is governed by and is to be interpreted according to the laws in force in the state of Queensland and the parties submit to the non-exclusive jurisdiction of the courts operating in that state.

19. Terms and Conditions for Brand Use

The Customer acknowledges and agrees that:

a. Freedom Tyres has been entrusted logos, images, emblems and other intellectual property associated with the branding of products supplied by Freedom Tyres, which are the exclusive property of Freedom's Tyres's suppliers/manufacturers. Freedom Tyres has the duty to protect this intellectual property and associated brand equity, by monitoring unauthorised use, abuse or misappropriation of marks associated with these brands.

b. Accordingly, use of Freedom Tyres and Freedom Tyres's product's trademarks and associated branding is prohibited, unless expressly authorised. Use of brand logos for commercial purposes must have prior written consent from Freedom Tyres or risks trademark infringement and unfair competition in violation of federal and state laws.

c. If Freedom Tyres approves your request to use our orany of our product's trademarks, logos, web pages, trade names, product images, or other distinctive features ("Freedom's Brands"), you agree to be bound by the following terms and conditions:

(i) Provided that Freedom Tyres expressly approves your permission request to use Freedom's Brands, Freedom Tyres grants you a non-transferable, non-exclusive, royalty-free limited license to use these as set forth in your corresponding Permission Request correspondence for the specified sole purpose and only for the materials set forth therein.

(ii) Freedom Tyres reserves the right in its sole discretion to terminate or modify your permission to display Freedom's Brands and to take action against any use that does not conform to these terms and conditions, infringes any manufacturer'sintellectual property or other right, or violates applicable law.

(iii) Except as set forth above, nothing herein grants or should be deemed to grant to you any right, titleor interest in or to Freedom's Brands. Your use of Freedom's Brands will inure to the benefit of Freedom Tyres.

(iv) You agree not to challenge or assist others to challenge Freedom's Brand (except to the extent such restriction is prohibited by applicable law), and you agree not to register or attempt to register any domain names, trademarks, trade names, or other distinctive brand features that are confusingly similar to those of Freedom Tyres or our products.

d. Freedom's Brands are provided "as is" and Freedom Tyres disclaims any warranties either expressed or implied by law regarding the Brand Features, including warranties of noninfringement. Furthermore, because you are not being charged for use of Freedom's Brands,in no event shall Freedom Tyres be liable to you for the subject matter of this license under any theory of liability including for any direct, indirect, incidental, special, consequential, punitive, exemplary or other damages arising out of this license or the use of Freedom's Brands. This limitation shall apply even if Freedom Tyres was or should have been aware or advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedystated herein.

e. You may not assign your rights or delegate your obligations for Freedom's Brands. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party. This Agreement, and the Permission Request correspondence, constitute theentire agreement between the parties with respect to the subject matter hereof.

Signed on behalf of the applicant as (please Tick):

☐ **DIRECTOR** ☐ **TRUSTEE**

☐ **SOLE TRADE** ☐ **AUTHORISED REPRESENTATIVE (i.e. Corporate Officer e.g. C Suite)**

☐ **PARTNERSHIP**

I/We, the undersigned, do hereby confirm that I/We have read and understood the Terms and Conditions of Freedom Tyres Pty Ltd ABN: 42 136 722 220 and agree to be bound by these terms and conditions should our Credit Application be accepted.

Please ensure all pages are signed and returned where indicated.

APPLICANT 1

APPLICANT NAME	
APPLICANT SIGNATURE	
WITNESS NAME	
WITNESS SIGNATURE	
DATED	

APPLICANT 2

APPLICANT NAME	
APPLICANT SIGNATURE	
WITNESS NAME	
WITNESS SIGNATURE	
DATED	

PERSONAL GUARANTEE AND INDEMNITY AGREEMENT

Freedom Tyres Pty Ltd | ABN 42 136 722 220

WARNING: THIS IS AN IMPORTANT DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.

IMPORTANT: As part of your application for credit, this Personal Guarantee and Indemnity Agreement must be completed and signed by all Directors, Sole Traders, Trustees and Business Partners in the presence of Independent Witnesses.

I/WE, the Guarantor(s),	*INSERT GUARANTOR(S) NAME AS APPICABLE
have requested the Supplier to supply	*INSERT COMPANY NAME/PARTNERSHIP/TRUST/SOLE TRADER
Trustee Name (if a Trust)	*INSERT TRUSTEE NAME
Trading as (if applicable)	*INSERT REGISTERED BUSINESS NAME
(the "**Customer**") of	*INSERT STREET ADDRESS (NOT A PO BOX)

with Goods and Services on credit.

* Guarantor(s) names should agree with those undersigned at the bottom of this page.

Should the Supplier elect to supply Goods or Services:

1. I/We guarantee payment to the Supplier of the whole price charged by the Supplier for Goods or Services supplied to the Customer from time to time, without any deduction or set off whatsoever. I/We also guarantee payment of any other monies now or in the future owing by the Customer to the Supplier. 1/We also guarantee the performance of the obligations of the Customer pursuant to the guarantee given by the Customer to Freedom Tyres in the Credit Account Terms and Conditions.
2. I/We indemnify the Supplier against all costs, losses and expenses which the Supplier incur as a result of any default by the Customer. I/We agree to pay any stamp duty assessed on this Guarantee.
3. My/Our guarantee and indemnity under this Guarantee is a continuing guarantee and will not be affected:
   a. if the Supplier grants any extension of time or other indulgence to the Customer or varies the terms of the Customer's account (even if this increases my/our liability under this Guarantee);
   b. by the release of any of the Guarantors or if this Guarantee is or becomes unenforceable against one or more of the Guarantors;
   c. any payment by the Customer being later avoided by law, whether or not I/we have been given notice of these matters.
4. I/We agree that an application for credit made by the Customer is deemed to have been accepted from the date of the first invoice by the Supplier to the Customer and, without further notice to me/us, this Guarantee will extend to all liabilities from the Customer to the Supplier.
5. This Guarantee may be withdrawn by the Guarantor(s) on expiry of 14 days following written notice of withdrawal being delivered to both the Supplier's Company Secretary at the Supplier's registered office. This Guarantee will continue in force in respect of all debt incurred up to the date of withdrawal.
6. I/We authorise the Supplier to do each of the things listed in clause 13 of the Credit Account Terms and Conditions in relation to my/our personal credit matters.
7. a. As security for the obligations and liabilities of the Guarantor(s), I/we charge for the due and punctual payment and performance of those obligations and liabilities, all of my/our legal and equitable interest (including as beneficial owner, both present and future) of whatsoever nature held in any and all Real Property in favour of the Supplier.
   b. Without limiting the generality of the charge in clause 7(a), I/we agree on request by the Supplier to execute any documents and do all things reasonably required by the Supplier to register a mortgage security over any Real Property. In the event th at I/ we fail/s to deliver the requested documents, I/we hereby appoint/s the Supplier to be the Guarantor's(s') lawful attorney for the purposes of executing and registering such documents. I/we indemnify the Supplier on an indemnity basis against all costs and expenses incurred by the Supplier as the case may be in connection with the preparation and registration of such mortgage documents.
   c. I/We consent unconditionally to the Supplier lodging a caveat or caveats noting its interest in any Real Property.
   d. I/We agree to advise the Supplier in writing of the occurrence of any Insolvency Event, any change in my/our name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of my/our gross assets) as soon as practicable and not later than within two (2) business days of such event, change or step occurring.
   e. If any payment made by or on behalf of the Customer is alleged to be void or voidable by any liquidator or like officer of the Customer under any law related to insolvency, I/we indemnify the Supplier against any costs or losses it may incur in connection with such claim. This indemnity shall continue to apply notwithstanding any withdrawal under clause 5.
   f. If the charge created by clause 8(a) is or becomes void or unenforceable, it may be severed from this Guarantee without any effect on the Supplier's rights against the Guarantor(s).
   g. If I/we am/are a trustee/s of a trust, I/we enter/s into this agreement in both my/our personal capacity and as trustee of that trust.
8. Any condition or agreement under this Guarantee by or in favour of two or more persons is deemed to bind them jointly and severally or being in favour of each of them severally. If the Guarantor comprises more than one person, the Supplier may, at any time, and from time to time, proceed against any or all of them in respect of the Guarantor's obligations as the Supplier may choose in its absolute discretion, and the Supplier is not to be obliged to make any claim against all the persons comprising the Guarantor.
9. Until the whole of the Customer's obligations have been paid or satisfied in full, the Guarantor must not (except with the prior written consent of the Supplier) either directly or indirectly, and either before or after the winding up or bankruptcy of the Customer, or any person, take any steps to recover or enforce a right or claim against the Customer relating to any sum paid by the Guarantor to the Supplier under this Guarantee including without limitation proving or claiming in competition with the Supplier so as to diminish any distribution, dividend or payment which, but for the proof or claim, the Supplier would be entitled to receive pursuant to the winding up or bankruptcy of the Customer.
10. The definitions in the Credit Account Terms and Conditions shall apply in this Guarantee, except that "Real Property" shall mean all real property owned by the Guarantor(s) now or in the future, solely or jointly. Also, singular words include the plural and vice versa and references to any party to this Guarantee, include that party's executors, administrators, substitutes, successors or permitted assigns.

GUARANTOR 1

GUARANTOR NAME	
GUARANTOR SIGNATURE	
WITNESS NAME	
WITNESS SIGNATURE	
DATED	

GUARANTOR 2

GUARANTOR NAME	
GUARANTOR SIGNATURE	
WITNESS NAME	
WITNESS SIGNATURE	
DATED	

PRIVACY NOTICE

Freedom Tyres Pty Ltd | ABN 42 136 722 220

WARNING: THIS IS AN IMPORTANT DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.

PLEASE READ THE FOLLOWING AGREEMENTS CAREFULLY BEFORE SIGNING TO ENSURE COMPLIANCE BY Freedom Tyres Pty Ltd WITH THE PRIVACY ACT 1988 (Cth) ('THE ACT')

Under the Act, Freedom Tyres Pty Ltd is allowed to give a credit reporting agency sensitive or personal information about your Credit Application. In accordance with the Australian Privacy Principles ("Principles") contained in the Act, Freedom Tyres Pty Ltd shall collect sensitive information for the purpose of determining whether or not to grant credit.

Freedom Tyres Pty Ltd shall be entitled to share sensitive or personal information to notify other credit providers of a default by the client, and for that purpose may provide such information to reporting or listing agencies including Veda Advantage, Dun & Bradstreet and Creditor Watch. Sensitive or personal information can include but is not limited to the following information:

1. Identity Particulars (such as full name, including any known aliases, sex and date of birth);
2. Current or former residential addresses;
3. Current or last known employer;
4. Driver's licence number;
5. The fact that you have applied for credit and the amount;
6. The fact that Freedom Tyres Pty Ltd is a current provider to you;
7. Payments which become overdue more than sixty days and for which collection has commenced;
8. Advice that payments are no longer overdue;
9. Cheques drawn by you which have been dishonoured more than once;
10. In specified circumstances, that in the opinion of Freedom Tyres Pty Ltd you have committed a serious credit infringement;
11. That credit provided to you by Freedom Tyres Pty Ltd has been paid or otherwise discharged.

If Freedom Tyres Pty Ltd considers it relevant to assess my/our Application for Personal Credit I/we agree to Freedom Tyres Pty Ltd obtaining a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons.

If Freedom Tyres Pty Ltd considers it relevant to assessing my/our Application for Commercial Credit I/we agree to Freedom Tyres Pty Ltd obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Freedom Tyres Pty Ltd.

If Freedom Tyres Pty Ltd considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to Freedom Tyres Pty Ltd receiving from a credit reporting agency a credit report containing sensitive or personal information about me/us in relation to collecting overdue payments.

I/we agree that Freedom Tyres Pty Ltd may give and seek from any credit provider named in this Credit Application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Act. By signing below, I/we acknowledge that this document applies to us as individuals, and, if applicable, as Directors and Shareholders of the Applicant if a Seller.

APPLICANT 1		**APPLICANT 2**	
APPLICANT NAME		APPLICANT NAME	
APPLICANT SIGNATURE		APPLICANT SIGNATURE	
WITNESS NAME		WITNESS NAME	
WITNESS SIGNATURE		WITNESS SIGNATURE	
DATED		DATED	

OFFICE USE ONLY

Freedom Tyres Pty Ltd | ABN 42 136 722 220

- ☐ COMPLETED ACCOUNT APPLICATION FORM
- ☐ COMPLETED INTERNAL CREDIT APPLICATION COVER LETTER
- ☐ CREDIT REPORT
- ☐ CHECK DIRECTOR(S) NAME(S) ON THE FORM AGAINST THE CREDIT REPORT (INFORMATION AND SIGNITURE)
- ☐ ACCOUNT APPROVED? Y ☐ N ☐

IF NO, REASON:_____

APPROVED BY	
SIGNITURE	
DATE	

- ☐ CREDIT LIMIT _____
- ☐ TERRITORY _____
- ☐ ZONE _____
- ☐ FREIGHT INSTRUCTION _____
- ☐ PPSR REGISTERED

NOTE: _____

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