

TERMS OF SUPPLY
INFORMATION PACK (AU)

T E L E
G R A M
— C O

Welcome to Telegram Co.

Thank you for your interest in our collection of the world's best design stationery and homewares brands.

This document contains important information regarding our Terms of Supply that you must review prior to placing your order.

We encourage you to open a trading account with us — this will simplify your ordering and invoice payment processes. There is an Application for a 30-day Commercial Credit Account included in this pack, which can be completed and emailed back to us at service@telegramco.com.

For any enquiries relating to these Terms of Supply please contact our Customer Service team on +61 3 9318 0822 or via email to service@telegramco.com

We look forward to working with you!

Kind Regards,

Grant Richardson
National Wholesale Manager

A QUICK OVERVIEW

- Orders operate on 30 day payment terms, from the date of invoice.
- All orders are a firm sale, and stock will be allocated to your order.
- Orders must be \$350 ex. GST or over, unless Territory Manager approval is received.
- All orders are subject to approval by the Territory Manager.
- If more than 75% of the order is available, the order will be shipped.
- Backorders will be generated on out of stock items, unless otherwise advised.
- Backorders will only be shipped if the order value exceeds \$350 (ex. GST). Freight rates apply.
- If a back order is under \$350 (ex. GST), it will be shipped with another order that exceeds this value. Freight rates apply.
- Accounts can be paid by bank transfer, credit card (please quote your invoice number as a reference) or our online customer portal. Please email all payment remittances to remittances@telegramco.com
- Excluding seasonal product, if we cannot supply within 6 weeks of order, you can choose to cancel the order.
- Orders and backorders older than 3 months, that don't include seasonal product, will be cancelled.

YOUR CHECKLIST

Please check that the following fields have been completed before returning your credit application.

- Credit Limit (page 3) - minimum limit of \$2,000
- Trade References (pages 4 & 5)
- Declaration (page 6)
- Personal Guarantee (page 7)

APPLICATION FOR 30-DAY COMMERCIAL CREDIT ACCOUNT

Part I: Application Details

Company or entity name:

Business type (tick one):

Sole Trader

Partnership

Private Co

Public Co

School

Other:

ACN:

ABN:

Trading name (if different from above):

Trading address:

State: Postcode:

Shop phone:

Contact name:

Shop email:

Shop website:

Sales email:

Contact name:

Sales address:

State: Postcode:

Principal delivery address:

State: Postcode:

Shipping phone:

ACCOUNTS

Accounts email:

Contact name:

Accounts address:

State: Postcode:

Accounts Mobile: Accounts Fax:

Registered address:

State: Postcode:

Period of current ownership:

Credit limit requested: (min. \$2,000) \$

Full Name and Address Of Directors and/or Trustees:

Contact 1

Name:
Phone no.:
Position:
Driver's licence no.:
Private address:
Mobile number:

Contact 2

Name:
Phone no.:
Position:
Driver's licence no.:
Private address:
Mobile number:

Contact 3

Name:
Phone no.:
Position:
Driver's licence no.:
Private address:
Mobile number:

Trade References

No personal references accepted.

Please supply four trade referees who can comment on your suitability for a credit account of the value being requested. Please avoid major suppliers as they do not provide references, and only include contacts that are willing to give a verbal/emailed reference. Do not include Utility Companies, Banks or Accountants.

Reference 1

Company:
Address:
Phone: Email: (required)

Reference 2

Company:
Address:
Phone: Email: (required)

Reference 3

Company:
Address:
Phone: Email: (required)

Reference 4

Company:
Address:
Phone: Email: (required)

Part 2: Financial Details

Relevant History Of Applicant

Has the applicant, any director of the company or any key personnel of the company at any time been:

Bankrupt or used a Part X of the Bankruptcy Act 1966 (*Cth*)?

Yes No

Involved with the management or control of a business, which has gone into liquidation?

Yes No

Involved with the management or control of a business which has been in receivership or entered into a scheme for the benefit of its creditors?

Yes No

If yes, please provide details:

Banned or disqualified from being a director or managing a corporation?

Yes No

Current Details

Bank: Branch:

BSB: Account #:

Business premises: Owned Leased

(This will be used in the event of refund)

If owned, is the premises subject to mortgage on the business assets?

Yes No

If yes, please provide details:

Does any financial institution, company or person hold personal guarantees or other form of security from you personally, your spouse or your company?

Yes No

If yes, please provide details:

Estimated annual Telegram purchases (wholesale price): \$

Declaration

I/We declare the information contained in this Application for Commercial Credit Account is in all respects accurate and truthful at the date indicated and acknowledge that should credit be granted it will be done upon reliance on this information.

I/We agree that if Telegram Group Pty Ltd (ABN 50 606 166 741) trading as Telegram Co. accepts my Application for Commercial Credit Account, I/We will accept and agree to be bound by the Terms and Conditions of Sale as Telegram Co. notifies from time to time.

I/We agree to notify Telegram Co. within five (5) calendar days of any change affecting our legal entity, structure, management or control; or any other matter which I/we have referred to in this Application for Commercial Credit Account.

I/We acknowledge that Telegram may:

- a) refuse this application for credit facilities; or
- b) withdraw or vary credit facilities or otherwise at Telegram’s absolute discretion without prior notice.

I/We are authorised to sign on behalf of the Applicant.

Signature:
Name:
Date:

Witness Signature:
Name:
Address:
Date:

Signature:
Name:
Date:

Witness Signature:
Name:
Address:
Date:

Part 3: Applicant Details – Personal Guarantee

I/We THE UNDERSIGNED are the DIRECTORS/PROPRIETORS/AUTHORISED OFFICERS (jointly and severally the Guarantors) of the applicant for credit: (Applicant).

In consideration of Telegram Co. agreeing to approve the Applicant's Application for Commercial Credit Account to which this guarantee is attached and enter into contracts with the Applicant for the supply of certain products on Telegram's Trading Terms (attached) (Agreement), I/we agree to unconditionally, irrevocably, jointly and severally:

- a) Guarantee to Telegram the due, punctual and proper performance and observance by the Applicant of all its obligations under or in relation to all supplies of products by Telegram; and
- b) Indemnify Telegram from and against any liability incurred by Telegram against all loss, damage, expense and costs (including legal costs on a solicitor/own client basis) it may sustain as a direct or indirect consequence of any act or omission by the Applicant, or the Applicant's employees, agents or sub-contractors.

I/We also unconditionally, irrevocably, jointly and severally agree that:

- c) Any forbearance, delay or indulgence granted by Telegram to the Applicant will not be construed as a waiver or discharge of its rights under this guarantee; and
- d) The liability of the Guarantor(s) will not be released, abrogated or diminished by any variation or addition to the Agreement, or by any other thing which under the law of sureties might but for this provision affect such guarantee; and
- e) The liability of any party who has executed this guarantee will not be affected by the failure of any other party to do so; and
- f) This guarantee is governed by the law of the State of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and the federal courts of Australia.

I/We confirm that I/we have each read, understood and have had the opportunity to obtain independent legal advice on the nature and effect of the terms and conditions governing the contracts between Telegram and the applicant for the supply of products to which this guarantee relates.

I/We also understand that one of the reasons Telegram has agreed to supply the Applicant with its products is because I/we, the Guarantors, have agreed to guarantee the obligations of the Applicant which includes an obligation to pay Telegram the amount of any outstanding amounts that the Applicant owes Telegram, (whether or not the Applicant can pay that amount) together with any other expenses Telegram may incur as a result of trying to collect the outstanding amounts from the Applicant or us as Guarantors.

I/We understand that the due and punctual payment to Telegram Co. of all monies which are now payable and which are from time to time due by the Customer to Telegram Co. under the credit facility.

If there is more than one Guarantor, that the terms of this Guarantee are binding on all Guarantors jointly and severally.

Guarantor

Date: Signature:

Name: Position:

Witness

Signature: Name:

Guarantor

Date: Signature:

Name: Position:

Witness

Signature: Name: