

APPLICATION FOR CREDIT ACCOUNT

TO SCHWARZKOPF PROFESSIONAL / INDOLA a division of "Henkel" which in this document and elsewhere means: for supplies made in Australia: Henkel Australia Pty Ltd ABN 82 001 302 996 of 135 – 141 Canterbury Road Kilsyth, VIC 3137, and for supplies made in New Zealand, means: Henkel New Zealand Limited, 2 Allens Road, East Tamaki, P.O. Box 58-493, Botany, Auckland, 2163

Fill out details in BLOCK LETTERS. All questions on this form must be completed in full.

No account may be opened in the name of an employee of a company – insert the company name only. If the owner is a company, the name of the account must always be in the company's name, never a business name.

No account may be opened for a minor without a form of indemnity being completed, and such accounts must be limited to the agreed Account.

Account # _____ Account Executive _____ Sales Area # _____

To: Henkel:

Customer's Trading Name: _____ Acc. Group #: _____

Customer's Name _____ ("the customer")

Australia: ABN; NZ: GST no. (if applicable): _____ if Pty Ltd Australia: ACN No; NZ: Company no.: _____

Is the owner of the business, a (please tick) Sole Trader Partnership Company Trust

Delivery Address: _____

_____ Postcode _____ Phone Number _____

Business Phone Number: _____ Business Fax Number: _____

Mailing Address (registered office if a company): _____

_____ Postcode _____ Phone Number _____

Ship to Account Number: _____ (office use) Email Address _____

FULL NAMES AND PRIVATE ADDRESSES OF ALL PROPRIETORS/ SHAREHOLDERS/ PARTNERS/ DIRECTORS

_____/_____/_____
SURNAME GIVEN NAMES DATE OF BIRTH DRIVERS LICENCE PHONE NO.

PRIVATE ADDRESS

_____/_____/_____
SURNAME GIVEN NAMES DATE OF BIRTH DRIVERS LICENCE PHONE NO.

PRIVATE ADDRESS

_____/_____/_____
SURNAME GIVEN NAMES DATE OF BIRTH DRIVERS LICENCE PHONE NO.

PRIVATE ADDRESS

CREDIT INFORMATION

Trade Reference (1) _____ Account No.: _____ Phone No.: _____

Trade Reference (2) _____ Account No.: _____ Phone No.: _____

Trade Reference (3) _____ Account No.: _____ Phone No.: _____

Trading Bank: _____ Phone No.: _____

Address: _____

Name and forwarding address of previous owner (if applicable) _____

_____ Date Business Purchased _____

If previous owner was a Henkel Client please provide Acct # _____

PREVIOUS TRADING NAME

Has customer had a previous account with Henkel? _____

If yes, state name of account and address _____ Year: _____

Has customer had a previous business? _____ Name of Business: _____ Type: _____

TYPE OF ACCOUNT

SALES DIVISION Salon / Wholesale

PH/ TIPP

1. The customer hereby applies to Henkel for a credit account.
2. Should this application be accepted by Henkel, the customer agrees that the credit account shall be subject to the terms of this application ("Trading Terms") and Henkel's standard Terms of Supply as amended ("Terms of Supply") - see copy attached or see website for Australia :
http://www.henkel.com.au/ae/content_data/277197_Henkel_Standard_Terms_of_Supply_July_2012.pdf.
3. The customer must notify Henkel of any change in the constitution or structure of the customer or the sale of the business operated by the customer and agrees that it shall continue to be liable to Henkel for any sums outstanding on the account opened on behalf of the customer until:
 - (a) written notice is received by seller that the customer of the changes to, or sale of, the business, and
 - (b) the account has been closed and full payment has been received by Henkel.
4. The customer agrees that the terms applying to any credit account opened in the name of the customer will be governed by the laws of the state of New South Wales (for supplies made in Australia) or New Zealand (for supplies made there) as the case may be, and the parties irrevocably submit generally and unconditionally to the jurisdiction of the courts in those places in respect of matters relating to the credit account.

I/We have read and understood the above.

Signed _____
(OWNER PARTNER) DATESigned _____
(OWNER PARTNER) DATESigned _____
(OWNER PARTNER) DATE

PRIVACY & CREDIT INFORMATION COLLECTION & USE
Acknowledgement & Consent

I/We warrant that I/we are solvent and there is nothing that would prevent me/us from paying our debts as and when they fall due in the future; and agree that the trade references relate to the provision of commercial credit to me/us, and I/we consent to referees providing credit information to you verifying those references.

Credit Information

I/We authorise you to obtain from a credit reporting agency:

- a credit report containing personal credit information about me/us for the purpose of assessing an application by me/us or my/our company/firm for commercial credit;
- other information relating to my/our commercial credit activities;
- a credit report containing personal information about me/us for the purpose of the collection of overdue payments in respect of commercial credit which you have provided to me/us or my/our company/firm;
- a credit report containing personal credit information about me/us for the purpose of assessing whether to accept me/us as a guarantor.

I/We authorise and consent to you supplying information to collection agencies for ongoing credit management of my/our account, including collecting payments.

I/We acknowledge that at the time that I/we provided to you any personal information, I/we have been made aware of:

- your identity and how you may be contacted;
- the fact that I/we can gain access to the personal information;
- the purposes for which the information is collected;
- the organisations to which you usually disclose information of that kind;
- the main consequences if all or part of that information is not provided;
- how I/we may access the personal information about me/us held by you and seek correction of that information;
- how complaints may be made about a breach of the Australian privacy principles; and
- whether you are likely to disclose personal information to overseas recipients, and where those recipients are likely to be located.

For Australia, see Henkel's Australian privacy policy:

http://www.henkel.com.au/ae/content_data/350078_Management_of_Personal_Information_Policy.pdf

For specific information about the applicable Information Privacy Principles in New Zealand with which Henkel complies, see

<http://www.privacy.org.nz/news-and-publications/guidance-notes/information-privacy-principles/>

I/We consent to the use or disclosure of any personal information provided to or collected by or accumulated by you for any reasonable purpose whether it is related to the primary purpose of collection of the information or not and including disclosure of the personal information to your parent and related companies which may be located overseas. I/We also consent to you sending commercial electronic messages to me/us about you and your products.

I/We warrant that if any personal information provided to you is inaccurate, incomplete or not up to date, or that such personal information becomes inaccurate, incomplete or not up to date at a later time, I/We shall inform you of the changes.

Signature/s of Individual/s giving their consent

Name/s of Individual/s giving their consent

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OFFICE USE ONLY

References Checked by: _____ Date: _____

Expected monthly Net 2: _____ Expected opening order Net 2: _____

Account Executive: _____ State Manager: _____ Business Manager: _____

Credit Manager _____

Trading Terms: (circle as appropriate) 30 Days (AU) 20th of following month (NZ) OTO CWO Credit Limit: _____

GUARANTEE AND INDEMNITY

The Customer acknowledges that Henkel Australia Pty Ltd and Henkel New Zealand Limited (together and individually, "**Henkel**") requires security for the performance of the customer's (hereafter referred to as the "**Customer**") obligations (including payment obligations) under the **Terms of Supply** and any other agreement or arrangement between Henkel and the Customer.

1. **Guarantee and Indemnity:** In consideration of Henkel entering into or continuing a trading arrangement with the Customer, providing or continuing to provide goods to the Customer on credit at the Guarantor's request, the undersigned person(s) (each a "**Guarantor**") hereby:
 - (a) unconditionally and irrevocably guarantees to Henkel the prompt performance of all of the obligations of the Customer contained or implied in the Terms of Supply and any other agreements or arrangements entered into between Henkel and the Customer ("**Guaranteed Agreements**"). If the obligation is to pay money, Henkel may recover the money from the Guarantor as a liquidated debt; and
 - (b) in addition to the Guarantor's liability under clause 1(a) above, the Guarantor indemnifies Henkel against any loss (including, but not limited to, liabilities incurred and legal costs on a solicitor and own client basis) suffered directly or indirectly because the Customer fails to comply with some or all of its obligations (whether express or implied) under any of the Guaranteed Agreements.
2. **Guarantee to continue:** This Guarantee and Indemnity:
 - (a) constitutes a separate and independent obligation of the Guarantor; and
 - (b) is a continuing guarantee and indemnity and remains in force until the whole of the obligations of the Customer have been duly performed and satisfied in full.
3. **Joint and several liability:** If there is more than one Guarantor, the Guarantors are jointly and severally liable under this Guarantee and Indemnity.
4. **Matters not affecting Guarantor's liability:** The Guarantor's liability under clause 1 above is not affected by:
 - (a) the granting of time, forbearance or other concession by Henkel to the Customer or to the Guarantor;
 - (b) an absolute or partial release of the Customer or any Guarantor or a compromise with the Customer or the Guarantor;
 - (c) a variation of any Guaranteed Agreement;
 - (d) an assignment of any Guaranteed Agreement by the Customer;
 - (e) the termination of any Guaranteed Agreement;
 - (f) the fact that any Guaranteed Agreement is wholly or partially void, voidable or unenforceable;
 - (g) the liquidation, administration, bankruptcy or insolvency of the Guarantor, the Customer or any related business;
 - (h) the non-execution of any Guaranteed Agreement by any person named as a Guarantor or the unenforceability of the guarantee or indemnity against the Guarantor;
 - (i) the exercise or purported exercise by Henkel of its rights under any Guaranteed Agreement;
 - (j) the failure by Henkel to do anything or register any security in relation to the Customer or its assets; or
 - (k) the sale or other disposal of some or all of the shares or other interests in the Customer, or any related business, which are currently owned by the Guarantor or in which the Guarantor has a beneficial interest.
5. **Payment later avoided:** The Guarantor's liabilities are not discharged by a payment to Henkel which is later avoided by law. If that happens Henkel, the Customer and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.
6. **Indemnity on disclaimer:** If a liquidator or receiver disclaims any Guaranteed Agreement, each Guarantor indemnifies Henkel against any resulting loss.
7. **Guarantor not to prove in liquidation or bankruptcy:** Until Henkel has received all money payable to it by the Customer:
 - (a) the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors; and
 - (b) the Guarantor must hold any claim they have and any dividend they receive in respect of the Customer's business or any related business on trust for Henkel.
8. **Costs:** The Guarantor agrees to pay all costs, expenses, fees, including reasonable legal costs, court costs and other costs incurred by Henkel in enforcing or attempting to enforce this Guarantee and Indemnity.
9. **Guarantor:** This Guarantee and Indemnity is binding on the Guarantor and their respective executors, administrators, heirs, permitted assigns and shall inure to the benefit of Henkel and its successors and assigns.
10. **Remedy:** Henkel may enforce this Guarantee and Indemnity without first making any demand or taking any action or proceedings to enforce its rights or remedies against the Customer.
11. **Warranties:** The Guarantor represents and warrants that it has the power and authority to execute, deliver and perform this Guarantee and Indemnity, that this Guarantee and Indemnity constitutes a legally valid and binding obligation of the

Guarantor, enforceable in accordance with its terms, and that the execution, delivery and performance of this Guarantee and Indemnity by the Guarantor will not violate any provision of any agreement which is currently binding on that Guarantor.

12. **Survival:** This Guarantee and Indemnity will survive the termination or expiry of any of the Guaranteed Agreements.

EXECUTED AS A DEED

(Each Guarantor is to sign below in the presence of a witness who must also sign (witness must not be a Henkel employee))

We declare that:

- (a) I/we have read, and agree to be bound by, the Trading Terms:
- (b) I/we hereby provide all requisite authorisations in respect of Henkel obtaining, disclosing and using personal information about me/us:
- (c) I/we have either received, or waived my/our right to receive, independent legal advice in respect of the Guarantee and Indemnity:

Signed sealed and delivered by Guarantor 1:

Signed, sealed and delivered by Guarantor 2:

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Date: _____

Date: _____

Name: _____

Name: _____

Position: _____

Position: _____

Witness signature (not Henkel employee): _____

Witness signature (not Henkel employee): _____

Witness name: _____

Witness name: _____

Witness Occupation: _____

Witness Occupation: _____

Witness Address: _____

Witness Address: _____