ACCOUNT APPLICATION

Please fill out and mail to Speedytag or email sales1@speedytag.com.au fax to: (03) 8672 6475

CREDIT APPLICATION

APPLICANT INFORMATION

Applicant (Store Name & Full Company Name) .....

Store Address: .....

City / State / Postcode: .....

Store Contact Name: ..... Phone: ..... Email: .....

Accounts Contact Name: ..... Phone: ..... Email: .....

Business Structure: ☐ Company : ☐ Trust : ☐ Partnership : ☐ Sole Proprietor ☐ Other : .....

In Business Since: .....

Type of Business: ☐ Company ☐ Trust ☐ Partnership ☐ Sole Proprietor ☐ Other: .....

A.B.N. ..... No of Employees: .....

Director or Partner Names (if applicable)	**Home Address**	**Telephone**
1:	.....	.....
2:	.....	.....
3:	.....	.....
4:	.....	.....

BANK REFERENCE

Bank Name: ..... Account Number: .....

Suburb: ..... Telephone: .....

TRADE REFERENCES (List Three)

Business Name: ..... Contact: .....

Business Address: .....

Business Telephone: ..... Fax: .....

Business Name: ..... Contact: .....

Business Address: .....

Business Telephone: ..... Fax: .....

Business Name: ..... Contact: .....

Business Address: .....

Business Telephone: ..... Fax: .....

APPLICATION (Cont.)

Please fill out and mail to SpeedyTag Pty Ltd. or fax to: (03) 8672 6475

APPLICATION continued

The above information is warranted to be true. I (we) certify that I (we) have the authority to open this account for the above entity or individual. If credit is extended, I (we) agree to pay the account within the stated terms on the invoice issued. Late payments will be subject to interest at 1.5% per month, or at the maximum rate permitted by law, whichever is less. I (we) are liable for all collection costs, including reasonable attorney's fees incurred in connection with collection of any accounts payable to SpeedyTag Pty Ltd.

Title of goods supplied is retained by Speedytag Pty Ltd until applicable accounts are paid in full

I (we) authorize release of credit information to:

SpeedyTag Pty Ltd.
Attn: Credit Manager

Signed By (Name): …….

Authorised Officer Position: ……..

Date: ……../……../20 ……

FOR SpeedyTag Pty Ltd. CREDIT DEPARTMENT ONLY

D & B Rate: _____

Terms Given: _____

Credit Limit: _____

Authorized By/Name: _____ Title: _____

Date: _____

AGREEMENT

Please fill out and mail to SpeedyTag Pty Ltd. or fax to: **(03) 8672 6475**

PETSCRIBE ENGRAVER AGREEMENT

This PETSCRIBE ENGRAVER AGREEMENT (this "Agreement"), dated and effective as of _____, is made by and between SpeedyTag Pty Ltd., ("SpeedyTag"), and _____("Merchant")

BACKGROUND:

Pursuant to separate purchase orders executed by the parties, Merchant purchases unengraved PetScribe tags from SpeedyTag ("Tags") for resale by Merchant. Merchant desires to use SpeedyTag's PetScribe Engraving Machine (the "Engraver") solely for the purpose of engraving Tags at Merchant's store located at [_____] (the "Store"), and SpeedyTag desires to provide the Engraver to Merchant for such purpose, all subject to the terms and conditions set forth in this Agreement. NOW, THEREFORE, in consideration of the promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

AGREEMENT:

1. Provision of Engraver to Merchant. SpeedyTag will provide the Engraver to Merchant, at no charge to Merchant, during the term of this Agreement (the "Term"), as defined in **Section 9**. SpeedyTag or its authorized agent will, at a mutually-agreeable time, deliver the Engraver to the Store and install the Engraver in a prominent location in the Store. Merchant agrees to: (i) take all measures necessary to protect the Engraver from all loss, theft, damage, deterioration and destruction, ordinary wear and tear excepted; (ii) comply with all federal, state and local laws, rules, codes, ordinances and regulations applicable to the use and operation of the Engraver; (iii) comply with all instructions, manuals and procedures provided by SpeedyTag regarding the use, operation and care of the Engraver; and (iv) promptly notify SpeedyTag in the event that the Engraver is damaged, destroyed or stolen, is out of service, malfunctions or exhibits any other problem. Merchant acknowledges that SpeedyTag is the exclusive owner of the Engraver and that this Agreement imparts no right, title or ownership interest in the Engraver to Merchant beyond the rights expressly granted by this Agreement.

2. Purchase of Tags. Merchant understands and acknowledges that (i) in addition to the Tags purchased by Merchant prior to the delivery and installation of the Engraver, Merchant's purchase from SpeedyTag a minimum of 500 Tags per Contract Year, as defined in **Section 9**, is a condition precedent to renewal of this Agreement at the end of such Contract Year, and (ii) SpeedyTag will have the right to terminate this Agreement and remove the Engraver from the Store, immediately upon written notice to Merchant, if Merchant fails to purchase from SpeedyTag a minimum of 500 Tags during any Contract Year.

3. Restrictions. Merchant will not remove the Engraver from the Store, without the prior written consent of SpeedyTag. Merchant will not tamper with, modify, remove any markings from, abuse or otherwise misuse the Engraver or permit any third party to do so. Merchant will not use, or permit any third party to use the Engraver to engrave objects other than Tags supplied by SpeedyTag. Merchant will keep the Engraver free and clear of all liens, charges and encumbrances and will not sell, assign, transfer, hypothecate, grant a security interest in or otherwise make any disposition of any interest in the Engraver.

4. Pricing; No Royalties. Merchant will have the sole and unrestricted right to determine the price at which it resells Tags to its customers. No royalties, fees or other payments will be due to SpeedyTag in connection with Merchant's resale of engraved Tags.

5. Maintenance. From time to time, SpeedyTag or its authorized agent may perform routine maintenance on the Engraver. Merchant will afford SpeedyTag and its authorized agent free access to inspect the Engraver and perform such routine maintenance at the Store during Merchant's normal business hours. If necessary, SpeedyTag may temporarily remove the Engraver from the Store to perform such maintenance. Merchant will promptly notify SpeedyTag in the event that the Engraver malfunctions or is out of service, in which case SpeedyTag will, at its option, either (i) repair the Engraver, (ii) replace the Engraver with a working model, or (iii) terminate this Agreement for convenience in accordance with **Section 9**. Notwithstanding the foregoing, if any engraving fixture is lost or stolen or is damaged through negligence or misuse, then Merchant must pay SpeedyTag $45.00 for each replacement.

6. No Warranties. MERCHANT ACKNOWLEDGES AND AGREES THAT SPEEDYTAG IS PROVIDING THE ENGRAVER TO MERCHANT ON AN "AS IS" BASIS AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE ENGRAVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR PERTAINING TO ANY LEVEL OF PROFITS OR REVENUE MERCHANT MAY DERIVE FROM ITS USE OF THE ENGRAVER.

7. Liability. Merchant will be liable to SpeedyTag for any damage to or destruction or theft of the Engraver, including any engraving fixture used therein, ordinary wear and tear excepted, except to the extent that any damage or destruction is directly attributable to SpeedyTag's negligent acts or intentional misconduct. **MERCHANT'S LIABILITY TO SPEEDYTAG SOLELY IN CONNECTION WITH ANY DESTRUCTION OR THEFT OF THE ENGRAVER WILL BE EQUAL TO $5,000. IN NO EVENT WILL SPEEDYTAG'S CUMULATIVE LIABILITY TO MERCHANT IN CONNECTION WITH THE PROVISION OF THE ENGRAVER TO MERCHANT, THIS AGREEMENT, OR BOTH, EXCEEDS THE PRICE PAID BY MERCHANT FOR 500 TAGS.**

AGREEMENT

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PETSCRIBE ENGRAVER AGREEMENT continued

8. Indemnity. Merchant will defend, protect, indemnify and hold harmless SpeedyTag, its directors, officers, employees, representatives and agents, and each of them, from and against any and all liabilities, claims, demands, damages, losses and expenses of any kind or description, including, without limitation, judgments and amounts agreed upon in settlement and attorneys' fees, caused by, arising out of, resulting from, attributable to or in any way incidental to SpeedyTag's provision of the Engraver to Merchant, Merchant's use of the Engraver and/or Merchant's engraving or sale of Tags (each, a "Loss"), except to the extent that any such Loss is directly attributable to SpeedyTag's negligent acts or intentional misconduct

9. Term of Agreement; Termination. This Agreement will take effect on the date of delivery of the Engraver to Merchant and remain in effect for successive one-year terms (each, a "Contract Year") until (i) a party gives the other party a written non-renewal notice at least thirty (30) days prior to the end of a Contract Year, in which case this Agreement will expire at the end of such Contract Year, or (ii) SpeedyTag terminates this Agreement in accordance with **Section 2** or this **Section 9**. In addition to SpeedyTag's termination rights under **Section 2**, SpeedyTag may terminate this Agreement for breach, immediately upon written notice to Merchant, if Merchant (i) breaches **Section 3** of this Agreement, or (ii) fails to cure any other breach of this Agreement within ten (10) days of written notice from SpeedyTag specifying the breach. In addition, SpeedyTag may terminate this Agreement for convenience, at any time, upon five (5) days' written notice to Merchant. Upon any termination or expiration of this Agreement, Merchant will cease using, or permitting the use of, the Engraver and SpeedyTag or its authorized agent will remove the Engraver from the Store. If SpeedyTag terminates this Agreement for convenience, SpeedyTag will, at Merchant's option, repurchase any unused Tags from Merchant at the original sales price. If this Agreement expires or SpeedyTag terminates this Agreement for breach or pursuant to **Section 2**, SpeedyTag will have no obligation to repurchase any unused Tags from Merchant.

10. Customer Relations. Merchant will (i) promptly and professionally respond to and address any complaints and refund requests from its customers with respect to Tags engraved by the Engraver, and (ii) if and to the extent appropriate, issue replacement Tags and/or refunds to such customers.

11. Insurance. Merchant represents and warrants that it presently has in force, and will maintain during the Term, general liability insurance and other insurance coverage customary for business operations comparable to Merchant's covering personal injury, bodily injury and property damage in amounts sufficient to cover any damage to, or theft or destruction of, the Engraver and any third-party claims arising from the use of the Engraver and Merchant's engraving or sale of Tags.

12. General. All notices required or permitted to be given under this Agreement will be in writing and will be deemed to have been given when delivered personally or when sent via Email, Australia Post mail, registered or certified, postage prepaid, to the address first specified above, or to such other addresses as may be designated by the respective parties in writing. This Agreement will be governed by and construed in accordance with the laws of Victoria. All actions and proceedings arising from or related to this Agreement will be litigated in local, state or federal courts located in Australia, and the parties hereby consent and submit to the jurisdiction and venue of any such court. This Agreement constitutes the entire agreement between the parties relating to its subject matter, and there are no agreements or understandings between the parties, express or implied, except as are explicitly set forth in this Agreement. No waiver of any provision of or default under this Agreement or failure to insist on strict performance under this Agreement will affect SpeedyTag's right thereafter to enforce such provision or exercise any right or remedy in the event of any other default, whether or not similar. This Agreement will be binding upon and enforceable only by the parties, their respective successors and permitted assigns. Merchant will not assign or transfer any interest in or obligation under this Agreement without the prior written consent of SpeedyTag. This Agreement will not be modified or amended except by a writing signed by both parties. The provisions of **Sections 6, 7, 8, 10** and this **Section 12** will survive any termination or expiration this Agreement.

ACKNOWLEDGED AND AGREED:

SPEEDYTAG PTY LTD.

_____
(Merchant's name and form of entity)

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____ Ver 1603