

Building Is Our Business



ABN: 65 004 647 885 - ACN: 004 647 885

Cnr Cooper & Duffy Streets, Epping. Ph: (03) 9401 1033
Email: sales@etimber.com.au Web: www.etimber.com.au

APPLICATION FOR COMMERCIAL TRADE CREDIT ACCOUNT

(Subject to the Terms and Conditions of Trade as set out herein)

The Applicant hereby applies for a "Commercial Trade Credit Account" with Epping Timber Joinery & Hardware Co. Pty Ltd (Hereinafter referred to as "the Supplier"). The Applicant warrants to the Supplier that the information of the Applicant provided in this Application is true and correct. The Applicant agrees (a) that all purchases shall be governed by the Terms and Conditions of Trade set out in this Application and (b) to be bound by the Terms and Conditions of Trade as set out in the Application.

Name(s) of contact at Epping Timber: (ie rep or salesperson):

Company Name of Applicant:("the Applicant")

Trading Name:

A.B.N. Number:A.C.N Number:

Type of Entity: Sole Trader: Partnership: Company: Trust:

Registered Address:

Phone No:..... Mobile No:..... Fax No.....

Trading Address:.....

Purchasing; Email : Phone No: Fax No:

Postal Address (if different from above):

Nature of Business:

MBA/HIA Registration No.: Builder Registration No:

Date Established: Monthly Credit Required: \$.....

Previous Trading Name(s):

Details of Directors/Partners/Proprietors: (delete which is inappropriate)

1. Name: Home Phone Number:

Address:

2. Name: Home Phone Number:

Address:

3. Name: Home Phone Number:

Address:

Purchasing Contact Name: Phone No

Accounts Contact Name: Phone No

Bank (Name & Address):

..... BSB / Account Number:

Accountants (Name & Address):

**APPLICATION FOR CREDIT – NOTICE AND AGREEMENT REQUIREMENTS
PURSUANT TO THE PRIVACY ACT 1988**

“The Supplier” is EPPING TIMBER JOINERY & HARDWARE CO. PTY. LTD.

“The Act” is the Privacy Act 1988

1 Notice of disclosure of your credit information to a credit reporting agency.

Under Section 18E (8) (c) of the Act the Supplier is allowed to give a credit reporting agency personal information about your credit application. The information which may be given to an agency is covered by Section 18E (1) of the Act and includes:

- Identity particulars being full name including any know aliases, sex, date of birth, current and two immediately previous addresses, name of current or last known employer and driver’s licence number;
- The fact that you have applied for credit and the amount;
- The fact that the Supplier is a current credit provider to you;
- Payments which have become overdue more than 60 days and for which collection has commenced;
- Advice that payments are no longer overdue;
- Cheques drawn by you have been dishonoured more than once;
- In specified circumstances, that in the opinion of the Supplier you have committed a serious credit infringement;
- That credit provided to you by the Supplier has been paid or otherwise discharged.

2 Agreement that the Supplier may seek commercial credit information (Section 18L (4) of the Act)

- If the Supplier considers it relevant to assessing my/our application for personal credit, I/we agree to the Supplier 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 1 (2).

3 Agreement that the Supplier may seek consumer credit information (18K (1) (b) of the Act)

- If the Supplier considers it relevant to assessing my/our application for commercial credit, I/we agree to the Supplier obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by the Supplier.

4 Agreement that the Supplier may use a credit report about me for collecting overdue payments (Section 18K (i) (h) of the Act)

- If the Supplier considers it relevant to collecting overdue payments in respect of commercial credit provided to me, I/we agree to the Supplier receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.

5 Agreement to the Supplier seeking from or giving to other credit providers details about my/our worthiness (Section 18N (1) (b) of the Act)

- I/We agree that the supplier may give to and seek from any credit providers 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.

TYPE OF CREDIT (Tick one) Consumer Commercial

I/We acknowledge I/we have read the above disclosures and agreements.

NAME OF APPLICANT (S):

1
(Print) (Signature)

2
(Print) (Signature)

3
(Print) (Signature)

Date:/...../.....

TRADE REFERENCES: trading companies ie;(ROOF, TIMBER, BRICK & PLUMBING SUPPLIERS) **NO CONTRACTORS**

1. Name: Phone No.
Address: Fax No.
2. Name: Phone No.
Address: Fax No.
3. Name: Phone No.
Address: Fax No.
4. Name: Phone No.
Address: Fax No.

TERMS OF CREDIT & ACKNOWLEDGEMENT OF TRADING TERMS

In the absence of special arrangements (in writing) to the contrary, the Applicant agrees to be bound by the Supplier's terms and conditions, which appear on the reverse side of invoices and in this Application.

Name: Signature:

INVOICE REQUIREMENTS

INVOICE FREQUENCY; [tick your option] weekly monthly SEND BY; post Email fax

Send accounts to; EMAIL FAX NO

Purchase order numbers required on invoice; Yes / No : other invoicing requirements, please list

WARRANTY AND GUARANTEE

IN THE EVENT THAT THE Applicant is a Company, the person signing this Application **HEREBY WARRANTS** that he/she is duly authorized by the Applicant to make this Application **AND FURTHER** that in the absence of Directors of the Applicant providing a written Guarantee to the satisfaction of the Supplier **HEREBY GUARANTEES** the payment of all monies (including interest, collection fees and legal costs) which may become due by reason of a grant of credit pursuant to this application.

DATE:/...../.....

SIGNED: WITNESS:

NAME: NAME:

POSITION: ADDRESS:

ADDRESS:
.....

EPPING TIMBER JOINERY & HARDWARE CO. PTY. LTD.
A.B.N 65 004 647 885 A.C.N. 004 647 885 ('the Supplier')
TERMS AND CONDITIONS

- 1) GENERAL
 - a) These terms and conditions constitute the entire agreement between the Supplier and the Applicant relating to the goods purchased by the Applicant and there are no agreements, understanding, warranties or representations between the parties other than those contained herein. The Applicant expressly agrees that his offer to purchase the goods contains these terms and conditions and no other.
 - b) The Goods and all other products sold by Supplier are sold on these terms and conditions.
- 2) PRICE AND PAYMENT
 - a) The price shall be the Supplier's price as stated on invoice.
 - b) Prices quoted are strictly net and unless credit arrangements satisfactory to Supplier have previously been made with the Applicant payment shall be made in full on delivery of the goods subject to any deposit requirement of the Supplier.
 - c) If the Applicant fails to make payment in accordance with the terms and conditions hereof, or shall fail to comply with any demand for payment by the Supplier, the supplier may at its option and without any liability on its part-
 - i) Treat such failure or refusal as repudiation of that portion of the contract and of any other existing contracts which it has with the Applicant, or
 - ii) Resell the goods at any one or more public or private sales at wholesale or otherwise, and recover from the Applicant the amount by which the price of the goods under this contract exceeds the amount so received, together with all costs and losses occasioned by the default of the Applicant, or
 - iii) Stop production and defer deliveries of any goods purchased hereunder or under any other contract with the Applicant, except upon receipt of satisfactory security to it of cash at or before delivery
 - d) The Applicant is liable for interest on overdue accounts at the rate of 24% per annum calculated monthly in advance.
 - e) Payment Terms are 30 days from end of month of invoicing unless otherwise stated in writing to the Applicant by the Supplier.
 - f) The Applicant is liable for all costs and expenses incurred, or to be incurred, by the Supplier from Solicitors, Barristers, Legal Advisors, Licensed Commercial Agents (including their commissions), Process Servers, Private Investigators, Licensed Inquiry Agents, Australian State and Federal Courts or from any other person/s and/or corporation/s acting on behalf of the Supplier in recovery or attempted recovery of overdue accounts of the Applicant.
 - g) The Applicant must notify the Supplier in writing of any change to its legal structure, within 7 days of such change taking place. Notification will not have deemed to be given by the Applicant until the Supplier has given written notice to the Applicant of receiving such notice from the Applicant. The Applicant shall firstly remain liable for all invoices rendered to it until the Supplier has approved the new legal structure for a Commercial Trade Credit Account.
 - h) The Applicant agrees that this Application shall be deemed to have been made in the State of VICTORIA and that such Application shall be read and construed in accordance with the Laws of Victoria, and therefore submits to the exclusive jurisdiction of the appropriate Court in Victoria nominated by the Supplier.
 - i) If the Supplier grants any credit facility or nominates any credit limit, this is an indication only of the Supplier's intention at the time of such granting and/or nomination. The Supplier may at its complete and unfettered discretion, vary or withdraw any and all credit facilities and/ or credit limits at any time without any liability whatsoever or however to the Applicant or any party/parties claiming through the Applicant or otherwise.
 - j) In the event the Supplier elects not to exercise any rights against the Applicant for any breach by the Applicant of these Terms and Conditions of Trade, any such action shall not constitute a waiver of any rights of the Supplier against the Applicant for any subsequent breach/es by the Applicant.
 - k) Any covenant or agreement contained herein, being a whole clause or part of a clause, shall be capable of severance without affecting the validity of enforceability of the remaining clause/s.
 - l) In the event of default by the Applicant of the suppliers payment terms the whole of the account balance owing at the time of such default shall immediately become due and payable by the Applicant.
- 3) CANCELLATION OF ORDERS
 - a) No orders may be cancelled except with consent in writing and on terms which will indemnify the Supplier against all losses.
- 4) INSPECTION AND ACCEPTANCE
 - a) Upon delivery of the Goods the Applicant shall give written notice to the Supplier within 24 hours of receipt of invoice of any non-conformity with description or the terms and conditions of this contract and failure to give such notice shall constitute an irrevocable acceptance of the goods by the Applicant.
- 5) WARRANTY AND LIABILITY OF SUPPLIER
 - a) Supplier's usual written warranty shall apply in respect of Goods.
 - b) If the Goods are not of the kind ordinarily acquired for domestic and household use the liability of the Supplier for breach of any condition or warranty implied by the Trades Practices Act 1974 (other than Section 69) shall be limited to one of the following at Supplier's option –
 - i) The replacement of the goods or supply of equivalent goods; or
 - ii) The repair of goods; or
 - iii) The payment of the cost of replacing the goods or the acquiring equivalent goods; or
 - iv) The payment of having the goods repaired.
 - c) To the full extent permitted by law all other warranties or liabilities imposed or implied by law or by statute are expressly negated.
 - d) The Applicant shall assume all risk and liability resulting from the use of the Goods either alone or in conjunction with other goods and materials even if the Supplier had or should have had knowledge of the use to which the goods would be put.
- 6) FORCE MAJEURE
 - a) If by reason of any fact, circumstance, matter or thing beyond the reasonable control of the Supplier, the Supplier is unable to perform in whole or in part any obligation hereunder, the Supplier shall be relieved of that obligation hereunder to the extent and for the period that it is so unable to perform and shall not be liable to the Applicant in respect of such inability.
- 7) RIGHTS IN RELATION TO GOODS
 - a) The Supplier reserves the following rights in relation to the goods until all accounts owed by the Customer (Applicant) to the Supplier are fully paid:-
 - i) ownership of the Goods;
 - ii) to enter the Applicant's premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the Goods; and
 - iii) to keep or resell any Goods repossessed pursuant under paragraph (ii) of this clause 7(a). If the goods are resold, or products manufactured using the Goods are sold, by the Applicant, the Applicant shall hold such part of the proceeds of any such sales as represents the invoice price of the Goods sold or used in the manufacture of the Goods sold in separate identifiable account as the beneficial property of the Supplier and shall pay such amount to the Supplier upon request. Notwithstanding the provisions above the Supplier shall be entitled to maintain an action against the Applicant for the purchase price and the risk of the Goods shall pass to the Applicant upon delivery.
 - b) The Supplier and the Applicant agree;
 - i) that the Applicant is bailee of the Goods until such time as property in them passes to the Applicant and that this bailment continues in relation to each of the goods until the purchase price has been paid in full;
 - ii) that pending payment in full for the Goods, the Applicant must insure the Goods for their full insurable or replacement value (whichever is the higher) with a reputable and competent insurer;
 - iii) that the Applicant will not supply any of the Goods to any person outside its ordinary or usual course of business;
 - iv) that the Applicant will not allow any person to have or acquire any security or interest in the Goods;
 - v) that the Applicant grants to the Supplier a security interest in respect of all goods supplied by the Supplier pending payment by the Applicant being a security interest under the Personal Properties Securities Act 2009. This security interest constitutes security for payment of all of the Applicant's indebtedness to the Supplier under these Terms and Condition or otherwise;
 - vi) the Applicant agrees that the Supplier may require to ensure that the Supplier has an enforceable, perfected, maintained an otherwise effective purchase monies security interest in the Goods; and
 - vii) the Applicant must reimburse the Supplier for all costs and/or expenses incurred or payable by the Supplier in relation to the registration of any notice of the Supplier's interest.
 - c) In the event that the Applicant fails to pay for the Goods by the due date; commits an act of bankruptcy or becomes insolvent or bankrupt; or is placed in receivership or voluntary administration; enters into any type of arrangement with creditors; is the subject of a petition for winding up or is wound up; or otherwise fails to observe its obligations under these conditions, the Supplier may exercise its rights under clauses 7(a) ii and 7(a) iii and terminate the further supply of Goods.
 - d) The Applicant hereby charges in favour of the Supplier all its respective right, title and interest in any land owned by the Applicant, including any land the Applicant may acquire in the future, ('the land') to better secure all amounts owing by the Applicant to the Supplier and the performance of the Applicant's obligations under these conditions and the Applicant agrees that the Supplier may register a caveat over the land in relation to this charge.