



TERMS OF TRADE and CREDIT APPLICATION

Section 1 – The Customer

Identity of customer

Trading Name _____
ABN: _____
Postal Address: _____
Business/Street Address: _____
Ph. Business _____ After Hours _____ Mobile: _____
Fax: _____ Email: _____

Section 2 – The people

Enter details for all Directors, Sole Traders and Business Partners.

(1) Full Name: _____ (3) Full Name: _____
DOB / / Drivers Licence No. _____ DOB: / / Drivers Licence No. _____
Residential Address: _____ Residential Address: _____
_____ Postcode: _____ _____ Postcode: _____

(2) Full Name: _____ (4) Full Name: _____
DOB / / Drivers Licence No. _____ DOB / / Drivers Licence No. _____
Residential Address: _____ Residential Address: _____
_____ Postcode: _____ _____ Postcode: _____

If the Customer does not provide the personal information requested in this document, the Supplier may be unable to process the application. The Supplier complies with the Australian Privacy Principles in relation to the collection and disclosure of information regarding individuals.

Section 3 – History and references

Customer History

Year Business Commenced _____ Nature of Business _____

Contracting/Building Licence No. _____

Account limit requested: _____

Enter Trade References – Major Suppliers.

Name	Location	Phone No.

CREDIT ACCOUNT TERMS AND CONDITIONS

These terms and conditions will apply to Goods sold to the Customer on credit by the Supplier.

In these terms and conditions:

- "Customer" means the party making this application for credit.
- "Goods" includes services.
- "Real Property" means all real property owned by the Customer now or at any time while there is credit outstanding, whether solely or jointly.
- "Related Body Corporate" has the same meaning as in the Corporations Act 2001.
- "Supplier" means Dubbo Plasterboard and Building Supplies Pty Ltd or any of its Related Bodies Corporate or their assigns who sell Goods to the Customer.
- Singular words include the plural and vice versa

TERMS AND CONDITIONS AND CREDIT LIMIT

These terms and conditions apply to any Goods sold to the Customer by the Supplier or a Related Body Corporate of the Supplier.

Any terms and conditions of sale notified by the Supplier to the Customer (whether on an invoice, docket or otherwise) shall apply in addition to these terms and conditions.

The credit allowed under this application is limited to the higher of the amount advised by the Supplier or the amount of credit extended by the Supplier to the Customer. The Supplier is not obliged to sell or supply any Goods to the Customer if to do so would exceed the Customer's credit limit.

CUSTOMER OBLIGATIONS

The Customer will pay by the due date, without any deduction or setoff, the price charged by the Supplier for Goods supplied to the Customer, as shown on the Supplier's tax invoice.

The Customer agrees that it will advise the Supplier in writing of any changes in its business structure as shown in this application within two (2) business days of such change occurring.

If the Customer fails to comply with these obligations or makes any misrepresentation to the Supplier, credit facilities may be withdrawn. In such case, all charges to the Customer's account will become due immediately.

TITLE TO GOODS

Goods sold by the Supplier to the Customer remain the property of the Supplier until the Supplier has been paid for them in full.

The Supplier has the right to retake possession of Goods where title to those Goods has not passed to the Customer.

If, prior to becoming the owner, the Customer sells the Goods or uses the Goods in a manufacturing or construction process of its own or of a third party, then the Customer will hold the proceeds of such sale or process, as relates to the Goods, in trust for the Supplier.

The creation of, or failure of, any such trust shall not in any way limit the obligation of the Customer to pay an amount owing to the Supplier for Goods supplied.

Nothing in these terms limits the ability of the Supplier to register an interest in goods supplied from time to time in the Personal Properties Security Register.

OVERDUE ACCOUNTS

Any amount not paid by the due date will, at the discretion of the Supplier, incur interest at the rate which is 1.5 percentage points above the rate charged by National Australia Bank for overdrafts in excess of \$100,000.

Interest is calculated on the daily balance overdue, and will compound to the principal at the end of each month.

The Customer agrees to pay all legal costs and expenses (including commissions paid by the Supplier to any commercial or mercantile agent) incurred by the Supplier in connection with the recovery of overdue amounts.

SECURITY

As security for the obligations and liabilities of the Customer, the Customer hereby charges, in favour of the Supplier, as security for the due and punctual payment and performance of the Customers liabilities and obligations under this agreement, all of the Customers's legal and equitable interest (both present and future) of whatsoever nature held in any and all any real property owned by the Customer, jointly or solely, at any time while there is any amount outstanding by the Customer to the Supplier.

The Customer consents unconditionally to the Supplier lodging a caveat or caveats noting its interest in any real property owned by the Customer, jointly or solely, at any time while there is any amount outstanding by the Customer to the Supplier.

Without limiting the generality of the charge, the Customer agrees, 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 owned by the Customer, jointly or solely, at any time while there is any amount outstanding by the Customer to the Supplier.

The Customer indemnifies the Supplier on a full indemnity basis against all costs and expenses incurred by the Supplier in connection with the preparation and registration of any such mortgage documents.

PRIVACY

The Customer authorizes the Supplier to:

- obtain credit information about its personal or 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 for the purpose of assessing this application for credit, or in connection with any guarantee;
- use, disclose or exchange with other credit providers information about its credit arrangements in order to assess this application for credit, monitor credit worthiness and collect overdue accounts; and
- disclose the contents of any credit report on the Customer to the Supplier’s solicitors and mercantile agents.

ACKNOWLEDGEMENT

The Customer agrees to be bound by the above terms and conditions.

ALL DIRECTORS, SOLE TRADERS AND BUSINESS PARTNERS SIGN BELOW

**INDEPENDENT WITNESSES SIGN BELOW
(Not Spouses or Family Members)**

(1) Signed on Behalf of the Customer by
 Signature: _____
 Print Name of Signatory _____
 Print Title/Position: _____

(1) Witnessed By
 Signature: _____
 Print Name of Witness: _____
 Date: _____

(2) Signed on Behalf of the Customer by
 Signature: _____
 Print Name of Signatory _____
 Print Title/Position: _____

(2) Witnessed By
 Signature: _____
 Print Name of Witness: _____
 Date: _____

(3) Signed on Behalf of the Customer by
 Signature: _____
 Print Name of Signatory _____
 Print Title/Position: _____

(3) Witnessed By
 Signature: _____
 Print Name of Witness: _____
 Date: _____

(4) Signed on Behalf of the Customer by
 Signature: _____
 Print Name of Signatory _____
 Print Title/Position: _____

(4) Witnessed By
 Signature: _____
 Print Name of Witness: _____
 Date: _____

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

PERSONAL GUARANTEE AND INDEMNITY

IMPORTANT NOTE

As part of your application for credit, this *Personal Guarantee and Indemnity Agreement* must be completed and signed by all Directors, Sole Traders and Business Partners in the presence of Independent Witnesses (not Spouses or Family Members).

The definitions in the Credit Application Form shall apply in this Guarantee. Also, singular words include the plural and vice versa.

I/We, the 'Guarantor(s)', have requested the Supplier to

supply.....Trading as.....(the 'Customer')
Business or Company Name/or Trust Trading Name

of..... with goods on credit.
Address of Business or Company

Should the Supplier elect to do so, and in consideration of the Supplier agreeing to supply at my/our request:

1. I/We guarantee payment to the Supplier of the price charged by the Supplier for Goods supplied to the Customer from time to time, without any deduction or setoff whatsoever. I/We also guarantee payment of any other monies now or in the future owing by the Customer to the Supplier.
2. I/We indemnify the Supplier against all costs, losses and expense which it incurs 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 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 one or more of the Guarantors or if this Guarantee is or becomes unenforceable against one or more of the Guarantors; or
 - c) if any payment by the Customer is 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 that Supplier.
5. This Guarantee may be withdrawn by the Guarantor(s) on expiry of 14 days following written notice of withdrawal being given to the Supplier's Company Secretary at the Supplier's registered office. The Guarantee will not apply to any supplies made after it is withdrawn. The Guarantee will continue in force in respect of all debt or obligations incurred up to the date of withdrawal.
6. I/we authorize the Supplier to do each of the things listed in Clause 5 of the Credit Application terms and conditions in relation to my/our personal credit matters.
7.
 - a) I/We charge for the due and punctual payment and performance of the obligations and liabilities of the Customer and the Guarantors, all of my/our legal and equitable interest (both present and future) of whatsoever nature held in any and all any real property owned by any Guarantor, jointly or solely, at any time while there is any amount outstanding by the Customer to the Supplier ("Real Property").
 - b) Without limiting the generality of the charge in Clause 7 (a), at the Supplier's request, I/We will execute any documents and do all things reasonably required by the Supplier to register a mortgage security over any Real Property. I/We shall indemnify the Supplier on a full indemnity basis against all costs and expenses incurred by the Supplier 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) 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 agree to 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.
 - e) If the charge created by Clause 7 (a) is or becomes void or unenforceable, it may be severed from this Guarantee without any affect on the Supplier's rights against the Guarantor(s).
 - f) If the Guarantor(s) is a trustee of a trust, the Guarantor(s) enters into this agreement in both the Guarantor's personal capacity and as trustee of that trust.

EXECUTED AS A DEED

ACKNOWLEDGEMENT

By signing below as Guarantor(s), I/We certify that I/We understand the terms of this Guarantee. In particular, I/We understand that if the Customer fails to make any required payments to the Supplier, the Supplier may recover the amount of these payments from me/us personally. In such case, the Supplier may, amongst other recovery rights, take a charge over any Real Property.

I/We certify that I/We have had the opportunity of taking independent legal advice in relation to the meaning and effect of this Guarantee.

Signing the Personal Guarantee and Indemnity – All Directors, Sole Traders, Business Partners and any other Guarantors
All Directors, Sole Traders, Business Partners and any other Guarantors complete and sign below as Guarantors in the presence of independent Witnesses (not Spouses or Family Members).

ALL GUARANTORS AND INDEPENDENT WITNESSES SIGN BELOW

.....
Signature of Guarantor

.....
Print Name of Guarantor

.....
Print Residential Address of Guarantor

In the presence of

.....
Signature of Witness

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Print Name of Witness

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Print Residential Address of Witness

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Date

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Signature of Guarantor

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Print Name of Guarantor

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Print Residential Address of Guarantor

in the presence of

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Signature of Witness

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Date