



### METFOLD – SUNBURY

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## CREDIT APPLICATION FORM

### PART A: APPLICANT/CUSTOMER DETAILS

TYPE OF BUSINESS:			
<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Pty Ltd Company	<input type="checkbox"/> Partnership	<input type="checkbox"/> Ltd Company
<input type="checkbox"/> Other Please Specify:			
NAME:			
TRADING NAME (if applicable):			
PRINCIPAL TRADING ADDRESS:			
		POSTCODE:	
PHONE:		FAX:	
EMAIL:		MOBILE:	
INVOICES/ STATEMENT EMAIL			
ACN:		ABN:	
Period of current ownership of business/company:			Years Months
Estimated credit requirement		\$	

### PART B: DETAILS OF DIRECTORS/PROPRIETORS/PARTNERS & TRADE REFERENCES

1. SURNAME	GIVEN NAMES:		
HOME ADDRESS			
HOME PHONE			
MOBILE	DATE OF BIRTH:		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Has this person committed an act of bankruptcy or previously been declared bankrupt or are there any threatened or pending proceedings to declare this person bankrupt?		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Have this person or manager/s of the business been involved with either a voluntary or involuntary liquidation, receivership or entered into a scheme or arrangement for the benefit of creditors in this or in any previous business?		
2. SURNAME	GIVEN NAMES:		
HOME ADDRESS			
HOME PHONE			
MOBILE	DATE OF BIRTH:		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Has committed an act of bankruptcy or previously been declared bankrupt or are there any threatened or pending proceedings to declare this person bankrupt?		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Have this person or manager/s of the business been involved with either a voluntary or involuntary liquidation, receivership or entered into a scheme or arrangement for the benefit of creditors in this or in any previous business?		



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3. SURNAME	GIVEN NAMES:
HOME ADDRESS	
HOME PHONE	
MOBILE	DATE OF BIRTH:
<input type="checkbox"/> Yes <input type="checkbox"/> No	Has committed an act of bankruptcy or previously been declared bankrupt or are there any threatened or pending proceedings to declare this person bankrupt?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Have this person or manager/s of the business been involved with either a voluntary or involuntary liquidation, receivership or entered into a scheme or arrangement for the benefit of creditors in this or in any previous business?

### TRADE/CREDIT REFERENCE DETAILS

NAME:		ADDRESS:	
MOBILE:			
EMAIL:		YEARS OF TRADING TOGETHER	
ACN:			

NAME:		ADDRESS:	
MOBILE:			
EMAIL:		YEARS OF TRADING TOGETHER	
ACN:			

NAME :		ADDRESS :	
MOBILE :			
EMAIL ;		YEARS OF TRADING TOGETHER	
ACN :			

### PART C: ACCEPTANCE

By completing and signing this document you are making a credit application for the purchase of goods and services from the Contractor on the terms set out in Parts A to E of this document (the "Application"). We will accept your application by agreeing to trade on credit or by written acceptance (if any).

By signing below the Applicant acknowledges that it has received, read, understood and accepts the Application and agrees to be bound by the terms of the Agreement.

I/We warrant that I am/we are authorized to sign this Application on behalf of the Applicant.

SIGNATURE	SIGNATURE
NAME (Block Letters)	NAME (Block Letters)
POSITION	POSITION
DATE	DATE

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SIGNATURE	SIGNATURE
NAME (Block Letters)	NAME (Block Letters)
POSITION	POSITION
DATE	DATE

**PART D: PERSONAL GUARANTEE AND INDEMNITY**

1. The person named below (and if more than one, each jointly and severally) (the "Guarantor"), in consideration of the Contractor accepting the Application or providing any goods or services to the Customer, unconditionally guarantees the performance by the Applicant of all of the Applicant's obligations under the Application, Agreement and any agreement with the Contractor. The Guarantor agrees that if the Applicant at any time fails to pay any money due to the Contractor or fails to perform or observe any term of the Application, Agreement or any agreement, the Guarantor is personally liable for and will pay to the Contractor all money due and payable by the Applicant (or any subsequent owner of the business name of the Applicant). The Guarantor further agrees to indemnify and keep indemnified the Contractor against any cost, loss, expense or damage suffered however arising, whether direct or indirect, due to any act or omission of the Applicant (or any subsequent owner of the business name of the Applicant) or due to the Application, Agreement or any agreement or any part each being or becoming unenforceable against the Applicant. This guarantee and indemnity is a continuing, absolute, unconditional and irrevocable guarantee and indemnity and remains enforceable against the Guarantor despite any transaction or other thing and even if the Agreement is or becomes void or unenforceable against the Applicant. This Guarantee extends to cover the Application, Agreement and any agreement as amended, varied or replaced, either with or without the consent of the Guarantor. No demand by the Contractor for payment is necessary to enforce this guarantee or indemnity.
2. We jointly and severally agree:
  - a. to pay to a stake holder nominated by the Contractor the amount the Contractor certifies is payable before being entitled to dispute whether or not that amount is payable;
  - b. that this Agreement shall remain effective notwithstanding any act, matter, event or omission which might otherwise operate to discharge, impair or otherwise affect the liability of the Customer or the liability under this guarantee and any failure of any guarantor to sign this agreement and even if we and/or any of us execute in the Contractor's favour any later agreement, guarantee and/or security whatsoever;
  - c. that any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid;
  - d. that we sign in our personal capacity and as trustee of every trust of which we are trustee; and
  - e. to notify the Contractor with seven (7) days prior written notice of any change in the Customer's structure, management and/or position including:
    - i. any sale or disposition of any part of the business of the Customer;
    - ii. any change in director, shareholder, management, partnership and/or trusteeship;
    - iii. any new charge, mortgage and/or security given to any supplier and/or financier; and
    - iv. any involvement in any franchised business in any capacity.
3. We charge in the Contractor's favour with payment of all monies owing to the Contractor by the Customer and/or any of us all our estate and interest in any land and/or in any assets whether tangible and/or intangible in which we now have any legal and/or beneficial interest and/or in which we later acquire any such interest.
4. If more than one guarantor is named and/or intended to sign as guarantor we each agree to be bound and liable for the full amount owed to the Contractor even if only one of us signs and whether or not any amount is extinguished and/or compromised in any way. The Contractor may make any arrangement and/or compromise with any of us, obtain additional guarantees, indemnities and/or securities from any party and/or release and/or compromise with any of us and/or any other party without affecting our liability to the Contractor. Neither the Contractor nor the Customer is required to sign this guarantee.
5. We hereby consent to the Contractor (subject to its obligations under the Privacy Act 1988 (Cth)) at any time collecting, using and/or disclosing information about us:

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- a. which relates to us, but is not limited to, identity, credit history and/or solvency;
  - b. for the purpose(s) of assessing creditworthiness, risk and/or solvency and/or enforcing any of the Contractor's rights; and/or
  - c. by arrangement with any authorised agent(s), credit provider(s) and/or reporting service(s) and the like (including any banker(s), the ASIC, ITSA etc).
6. The Contractor may refuse to grant credit if any information to which it is entitled is not provided and the Contractor otherwise agrees to allow us access to all such information.
  7. To give effect to our obligations arising under this guarantee we irrevocably appoint any solicitor for the Contractor from time to time as our attorney.
  8. We agree and acknowledge that:
    - a. we have read and understood this guarantee;
    - b. we have had the opportunity to obtain legal advice about this guarantee prior to executing it;
    - c. we enter this guarantee fully and voluntarily; and
    - d. we understand that by entering into this guarantee, we might be required to pay the Customer's debts.

**IMPORTANT NOTICE: If you sign this guarantee you may be required to pay someone else's debts. You should ensure that you read and understand its terms. If necessary seek independent professional advice.**

SIGNATURE	SIGNATURE
NAME (Block Letters)	NAME (Block Letters)
WITNESS SIGNATURE	WITNESS SIGNATURE
WITNESS NAME (Block Letters)	WITNESS NAME (Block Letters)
DATE	DATE

**PART E: TERMS AND CONDITIONS**

Terms and Conditions of Credit Application

**TERMS AND CONDITIONS OF SALE**

"Seller" means Aquatec Plumbing Supplies Trust ACN 631 437 379 or any Related Body Corporate as defined by the Corporations Act.

"Buyer" means the entity which orders Goods from the Seller or to which goods are delivered to by the Seller.

"Goods" means the goods purchased or ordered by the Buyer from the Seller.

"GST" means Goods and services tax imposed in Australia by the GST law.

"GST LAW" refers to the Goods and Services Tax Act 1999.

"Order" means an order by the Buyer to the Seller requesting the supply of Goods.

"Permitted Security Interest" includes any security interest under the PPS Act.



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### 1. GENERAL

- (a) These terms and conditions constitute the whole contract between the Seller and Buyer. No terms or condition contained in the Buyer's order shall add to amend or delete these terms and conditions or any of them unless expressly agreed in writing by a duly authorised officer of the Seller.
- (b) It is the Buyer's responsibility when accepting this contract or ordering to ensure the Goods ordered conform to the Buyer's requirements and are suitable and sufficient for the Buyer's purpose.
- (c) To the extent permitted by law the Seller reserves the right not to accept the return of or give credit for any Goods supplied under this contract. Goods cannot be accepted for return unless prior agreement has been received in writing. All returns, unless otherwise agreed in writing, will be at the expense of the Buyer including all freight, handling and other charges and a restocking fee of 20% of the price of the goods being returned. Special and Indent orders will not be accepted for credit. Products which are past the date of expiry (including adhesives, aerosols, powder chargers and fuel cells) or discontinued items will not be accepted for return. Goods will only be accepted in original packaging and in saleable condition.
- (d) Any claim for shortages or improper, defective or damaged Goods shall be made by the Buyer within 7 days of delivery of the Goods. The Seller will not be liable for shortages, improper, defective or damaged Goods unless a written claim is made by the buyer.
- (e) Goods specifically made, altered or procured to the Buyer's specifications or sold on a No Return basis may not be returned for credit.
- (f) Any quotation by the Seller is not an obligation to sell. The order constitutes an offer by the Buyer to purchase Goods from the Seller in accordance with these terms and conditions.
- (g) The order shall be deemed to be accepted on the earlier of:
  - i. The date of the Seller's signature on the order; or
  - ii. Any act by the Seller consistent with fulfilling the order;At which point and on which date a contract shall come into existence.
- (h) It is the Buyer's responsibility to obtain any approvals licence or permits necessary for the performance of this contract by the Buyer.
- (i) All descriptive specifications, performance figures, drawings, data, dimensions and weights furnished by the Seller or contained in catalogues, price lists, or advertisement are by way of general description only of the Goods and shall not form part of this contract.

It is the Buyer's responsibility to provide all information necessary to enable performance of the contract and the Buyer shall be responsible for any costs arising directly or indirectly from any error or omission in that information or any delay in providing that information.

### 2. PRICE

- (a) Prices quoted are based on the full quantities specified and do not necessarily operate pro rata for any greater or less quantities.
- (b) Prices quoted are exclusive of GST and the Buyer is required to pay any GST payable by the Seller in respect to the supply of Goods at the same time that the price is required to be paid to the Seller.
- (c) Prices quoted, and this contract are based on present rates and costs of material including labour, freight, currency exchange rates, insurance, customs agents and carriers' fees, Government tariffs, duties and taxes and shall be subject to increase in respect of any variation in such rates or costs or the method of assessment of the same occurring during the term of this contract before the delivery of the Goods to the Buyer. Otherwise prices quoted shall not be subject to change within 30 days from the date of quotation.
- (d) In the event of the suspension of manufacture or supply on the Buyer's instruction, or lack thereof, or due to the inability of the Buyer to accept the Goods for any reason on or after the date on which they are ready for delivery, Buyer shall be liable for any additional costs or losses incurred by the Seller.

### 3. TERMS OF PAYMENT

- (a) The Seller may require a deposit on Order and any balance of the price owing must be paid either on or before delivery of the Goods to the Buyer unless the Seller has agreed to provide the goods to the Buyer on credit terms in which case otherwise agreed payment is due. Payment is due no later than thirty (30) days following the end of the month in which the Goods are delivered or performed, unless otherwise agreed in writing by the Seller.
- (b) Prices quotes are strictly net and payment in full shall be made in accordance with these terms and conditions. Any defaulted payments will be subject to interest of fifteen (15%) per cent per annum and without any demand being necessary.
- (c) The Buyer shall upon demand indemnify the Seller for all costs (including legal costs and debt collection agency fees). expenses on other sums incurred by the Seller in exercising any right or remedy available to it upon default by the Buyer, which sum will also carry interest at the rate specified above if unpaid within one (1) calendar month of demand having been made.



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#### 4. RETENTION OF TITLE, DELIVERY, RISK & PROPERTY

- (a) Unless otherwise agreed In writing the Goods shall be delivered to the Buyer's premises in accordance with the Seller's usual practices.
- (b) Where the Seller agrees to deliver the Goods to the premises of the Buyer and where the Seller contracts with a carrier to do so, Delivery of the Goods to the carrier in all circumstances constitutes delivery to the Buyer.
- (c) Delivery of Goods to the Buyer or to the carrier at the point of delivery shall constitute delivery to the Buyer and upon delivery to the Buyer all risk of loss shall pass to the Buyer.
- (d) The Buyer shall be responsible for storing Goods delivered to it pursuant to directions or notices given to the Buyer Including storage temperatures or in the absence of which pursuant to best industry practice as to storage methods and temperatures. As long as the Buyer owes the Seller any part of the sale price for Goods supplied at any time the Seller shall retain the legal title in all Goods supplied and not yet and not yet used. The Buyer shall keep such Goods stored such that they are identifiable to the Seller.  
The Seller has:
  - (i) The right to re-entry and inspection to support repossession of the property by the Seller;And
  - (ii) The power to repossess when payment is overdue.

#### 5. INSPECTION AND ACCEPTANCE

Upon delivery of Goods the Buyer shall inspect the Goods at their expense and give written notice to the Seller within seven (7) days of delivery of a non-conformity to description or the terms and conditions of this contract. Failure to give such notice shall constitute and irrevocable acceptance of the Goods by the Buyer.

#### 6. FORCE MAJURE

Seller shall not be liable for failure or delay to supply the Goods due in any substantial part to any cause beyond its control such as, but not limited to, any act or neglect of any carrier, sub contractor, manufacturer or supplier of Seller, acts of God, strikes, lock outs, bans or other industrial disturbances. Fire, flood, explosion, civil riot or commotion, government interference or request, by-laws, rules or regulations or order of any competent authority. No such failure or delay shall entitle the Buyer to terminate this contract and Seller's obligation to the Buyer shall be suspended without liability on the part of the Seller while such cause exists.

#### 7. INTELLECTUAL PROPERTY

- (a). Seller shall not be liable to the Buyer or otherwise for any infringement or unauthorized use of any patent, trademark, design, copyright, or any other intellectual property right arising out of performance of this contract ("Intellectual Property"). In this event any dispute or claim is made in respect thereof the seller may terminate the contract by notice in writing without any liability on the part of the seller.
- (b). The buyer shall have no claim to, nor ownership interest in, and intellectual property. The buyer acknowledges that no license or rights of any sort are granted to the buyer in respect of any Intellectual Property, other than the right to use goods purchased from the seller for the purpose they are supplied by the seller.

#### 8. DEFAULT

Upon the happening of any of the following events:

- (i). The commission by the Buyer of any act of bankruptcy or Buyer going into liquidation or a
  - (ii). petition being presented for the sequestration of
  - (iii). Buyer's estate or for the winding up of Buyer; or Buyer is deregistered from trading as a company; or Buyer assigning its property for the benefit of creditors or having receiver or official manager appointed to any of its assets; or
  - (iv). Buyer failing to make payment to the Seller on the due date; or
  - (v). Buyer being in breach of any of these terms and conditions.
- Then in any such event the Seller shall without prejudice to any other remedies have the right to:
- (i). cease production of the Goods; and/or
  - (ii). decline to deliver the Goods or any balance of the goods still due under this contract; and/or
  - (iii). stop any Goods in transit; and/or
  - (iv). otherwise cease to perform any of its obligations to the Buyer; and/or
  - (v). terminate the contract without incurring any liability at law or In equity and without prejudice to the rights to recover amounts owing to the Buyer and/or damages; and/or



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- (vi). enter into any premises and repossess any Goods already delivered and whether or not property in such Goods has passed to Buyer in respect of which entry Buyer shall indemnify and keep indemnified Seller for all damages for which Seller may be responsible;
- (vii). recover from Buyer the contract price together with default interest in accordance with Clause 3(c) of all Goods delivered and for freight storage handling; and/or
- (viii). to sell elsewhere and charge Buyer with any resultant loss.

## 9. WARRANT AND LIABILITY OF SUPPLIER

- (a). To the extent permitted by law, liability of seller for breach of this contract by the seller or negligence of the seller or for breach of any conditions or warranty implied by the competition and consumer Act, 2010 and/or the sales of goods Act 1896(as amended) shall be limited to one of the following at the sellers option :
  - (i). The replacement of the goods or the supply of equivalent goods: or
  - (ii). The repair of the goods: or
  - (iii). The payment of the costs of replacing the Goods : or
- (b). To the full extent permitted by law all other warranties or liabilities imposed or implied whether by law or by statute are expressly negated.
- (c). The buyer shall assume all risk and liability resulting from the use of the goods either alone or in conjunction with other goods or materials even if seller had or should have had prior knowledge of use to which the goods would be put.
- (d). To the Extent permitted by law, the seller is not liable to the buyer for any indirect or consequential losses, loss of profits or use, any rectification costs or third-party claims in connection with providing the Goods.

## 10. MISCELLANEOUS

- (a). This Contract shall be governed and construed in accordance with the laws of the State of Victoria.
- (b). All notices to be served upon the Buyer shall be deemed to be duly served if left at or sent via ordinary prepaid post to the last known address of the Buyer. Buyer shall be deemed to have received any notice two (2) days after posting.
- (c). Buyers shall not assign any rights or obligations under this contract without the prior written consent of the Seller.
- (d). No conduct by the Seller with respect to any default of the Buyer in the performance of any obligation or condition of this contract shall be deemed to be a waiver of that or any other obligations or condition.
- (e). The singular shall include the plural and vice versa, words importing any gender shall include every other gender and where there is more than one Buyer Buyers shall bound to the Seller both jointly and severally.
- (f). If a provision of this agreement or a right or remedy of a party under this agreement is invalid or unenforceable in a particular jurisdiction:
  - (i). It is to be read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and
  - (ii). It does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.

## 11. CREDIT ASSESSMENT

- (a). If any goods are supplied to the Buyer on credit, the Seller may need to disclose to a credit reporting agency certain information referred to in (c) below about the Buyer when assessing the Buyer's application for credit and managing the Buyer's account with the Seller. The Buyer authorises the Seller to disclose such information to a credit reporting agency for these purposes.
- (b). Subject to the Seller's obligations under the Privacy Act 1988 (Cth), Privacy Amendment (Private Sector) Act 2000 and other applicable laws, Seller may give the information referred to in below to a credit reporting agency to obtain a consumer credit report about the Buyer or to allow the credit reporting agency to create or maintain a credit information file about the Buyer.
- (c). Seller may disclose the following information relating to the Buyer in accordance with clauses (a) and (b) above.
  - (i). The Buyer's name and address and the name and address of the Buyer's Directors and Managers;
  - (ii). Credit limits on the Buyer's accounts;
  - (iii). The amount of any payments which are overdue for at least 60 days;
  - (iv). Where an overdue payment has been previously reported, advice that the payment is no longer overdue;
  - (v). Cheques and/or credit card payments which have been dishonoured;
  - (vi). Information that the Seller has ceased to supply goods to the Buyer.
- (d). The Buyer agrees that the Seller may obtain Information about the Buyer from any business which provides information about the commercial creditworthiness of persons for the purposes of assessing the Buyer's application to purchase Goods on credit and collecting any overdue amounts.
- (e). The Seller may refuse to supply Goods to the Buyer on credit on the basis of the Seller's credit assessment of the Buyer.

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**12. PRIVACY**

- (e) The Buyer agrees to the Seller collecting, using and disclosing personal information of the Buyer for various purposes, including to;
  - (i) Assess creditworthiness in the above paragraph "Credit Assessment";

**13. SECURITY INTEREST**

- (a). The Buyer hereby acknowledges that these terms and conditions of sale constitute a security agreement which creates a security interest in favour of the Seller and In all Goods supplied by the Seller to the Buyer and all after acquired Goods supplied to the Buyer b1• the Seller (or for the Buyer's account) to secure payment from time to time for Goods, including future advances. The Buyer agrees to grant the Seller a Purchase Money Security Interest.
- (b). The Buyer gives the Seller a Security Interest in all of its present and after acquired property in which Goods supplied or financed by the Seller have been attached or Incorporated.

Acknowledgement: The buyer read, understood and the information provided by The Buyer is true and correct.

COMPANY NAME \_\_\_\_\_

TRADING NAME \_\_\_\_\_

TITLE \_\_\_\_\_

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_