

CREDIT ACCOUNT APPLICATION

Customer Details

Full or Legal Name:
Trade Name (if different):
ABN:
Billing Address:
Email Address:
Phone No:
Mobile No:

Director/Owner Details

Full Name:	
D.O.B:	Mobile:
Driver's Licence No:	
Email:	

Account Terms

Terms:	<input type="checkbox"/> 7 Days	<input type="checkbox"/> 14 Days	<input type="checkbox"/> 30 Days
Accounts Email:			
Accounts Contact:			
Accounts Phone No:			
Credit Limit:			

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the terms and conditions of trade of Western Sydney Building Supplies Pty Ltd which form part of, and are intended to be read in conjunction with this credit application and agree to bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED (CUSTOMER): _____ DATE: _____

NAME: _____ WITNESS SIGNED: _____

Western Sydney Building Supplies Pty Ltd – Terms & Conditions

Payment terms

1. The terms of payment are strictly thirty (30) days from end of month (or such other period as nominated by the supplier herein). Western Sydney Building Supplies ACN 641 190 016 and their related bodies corporate (as that term is defined in the Corporations Act 2001) (Supplier) may, at any time, upon the provision of 48 hours' written notice to the Applicant, vary the terms and conditions of trade in accordance with the provisions of this agreement.

2. The Applicant must check all invoices and advise the Supplier of any errors or omissions within fourteen (14) days of receipt. Failing advice from the Applicant that the invoice contains any errors or omissions, the invoice may be deemed accepted by the Supplier.

3. Should the Applicant not pay for the goods or services supplied by the Supplier in accordance with the credit terms as provided herein, or as agreed in writing by the Supplier and Applicant from time to time, after issuing a written demand to the Applicant demanding payment within fourteen (14) days, the Supplier will be entitled to charge an administration fee of ten (10) percent of the amount of the invoice payable.

Jurisdiction

4. The Applicant acknowledges and agrees that this agreement will be governed by the laws of New South Wales, and the laws of the Commonwealth of Australia which are in force in New South Wales.

5. The Applicant acknowledges and agrees that any contract for the supply of goods or services

between the Supplier and the Applicant is formed at the address of the Supplier.

6. The parties to this agreement submit to the non-exclusive jurisdiction of the courts of New South Wales and the relevant federal courts and courts competent to hear appeals from those courts.

Security/charges

7. The Applicant charges in favour of the Supplier all of its estate and interest in any real property, whether held in its own right or as

capacity as trustee, the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.

8. The Applicant charges in favour of the Supplier all of its estate and interest in any personal property, whether held in its own right or as

capacity as trustee, the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.

9. The Applicant appoints as its duly constituted attorney the Supplier's company secretary from time to time to execute in the Applicant's name and as the Applicant's act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against real property that the Applicant may own in any Land Titles Office in any state or territory of Australia, even though the Applicant may not have defaulted in carrying out its obligation hereunder upon written notice and demand to the Applicant (in the event that there is no default by the Applicant in carrying out its obligations hereunder).

10. Where the Applicant has previously entered into an agreement with the Supplier by

which the Applicant has granted a charge, mortgage or other security interest (including a security interest as defined in the Personal Property Securities Act 2009 (PPSA)) over or in respect of real or personal property, those charges, mortgages or other security interests and the terms which directly or indirectly create rights, powers or obligations in respect thereto will continue and co-exist with the obligations and security interests created in this agreement and will secure all indebtedness and obligations of the Applicant under this agreement. The Supplier may, at its election and upon the provision of written notice, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

Purpose of credit

11. The Applicant acknowledges and agrees that the credit to be provided to the Applicant by the Supplier is to be applied wholly or predominantly for commercial purposes.

Formation of contract

12. Quotations shall remain valid for a period of thirty (30) days from the date of quotation, unless otherwise specified in writing. The Supplier, in its sole discretion, reserves the right to withdraw, vary or extend any quotation at any time prior to the formation of a contract in accordance with clause 13.

13. Quotations made by the Supplier will not be construed as an offer or obligation to supply in accordance with the quotation. The Supplier reserves the right to accept or reject, at its discretion, any offer to purchase received by it upon provision of written reasons to the Applicant.

Only written acceptance by the Supplier of the Applicant's offer will complete a contract.

14. Unless otherwise specified in writing, quotations do not include GST (or any other consideration payable on a taxable supply).

15. Placement of an order, either verbally or in writing, will imply acceptance of the Supplier's offer and of these terms and conditions.

16. At the Supplier's sole discretion a deposit may be required. The deposit amount or percentage of the price due will be stipulated at the time of the order of the goods and/or services and shall immediately become due and payable upon placement of an order.

Variations

17. Where the Applicant requests or directs that any additional goods and/or services be supplied that are not strictly in accordance with the quotation, then such additional goods and/or services shall constitute a variation, unless otherwise agreed between the parties.

18. The Applicant understands and agrees that:

(a) all variations must be agreed between the parties, preferably in writing but in cases where urgent action is required, verbally, prior to the goods and/or services being supplied; and

(b) all variations shall be invoiced at the rate(s) specified in the quotation or as specifically quoted.

19. Notwithstanding clauses 17 and 18, and subject to any rights the Applicant might have under any relevant legislation, the Supplier reserves the right to vary the quoted price if:

(a) there is any movement in the cost of supplying the goods and/or services specified in the Applicant's order;

(b) the goods and/or services specified in the Applicant's order are varied from the goods and/or services specified in the Supplier's quotation; or

(c) otherwise provided for in these terms and conditions.

Cancellation of orders

20. Unless otherwise agreed in writing between the parties, the Applicant may not cancel an order (or any part of an order) unless the Applicant pays to the Supplier (in the Supplier's sole discretion) any and all costs incurred by the Supplier in relation to the cancelled order (or cancelled part of an order) up until and including the date of cancellation.

21. Notwithstanding any other rights the Supplier may have under this agreement, the Supplier may cancel any order or delivery of any order, by providing written notice to the

Applicant if the Applicant:

(a) defaults in payment of any invoice by the due date;
(b) enters into liquidation or, in the case the Applicant is an individual, becomes bankrupt; or
(c) breaches an essential term of this agreement.

22. To the fullest extent permitted by law, the Supplier accepts no liability for any loss whatsoever incurred by the Applicant or any third party as a result of the Supplier exercising its rights under clause 21.

Delivery

23. Unless otherwise agreed in writing, the Applicant shall pay all delivery and handling charges.

24. The Applicant acknowledges and accepts that any estimated delivery or supply of goods provided by the Supplier is an estimate only and the Supplier will not be liable for any loss suffered by the Applicant as a result of any delay in the delivery of goods.

25. Delivery will be made between Monday to Friday, 6.00am to 5.00pm only (unless otherwise agreed to in writing). 26. Delivery is deemed to occur at the earlier of:

(a) the collection of goods from the Supplier by the Applicant or any third party on behalf of the Applicant;
(b) the time of loading of goods at the Supplier's premises for the purpose of delivery to the Applicant. 27. The Supplier is entitled to charge a reasonable fee for storage and/or redelivery charges in the event the Applicant does not, or is unable to, accept delivery of the goods.

28. The Applicant accepts that the Supplier may deliver goods by instalments and require payment for each separate instalment in accordance with these terms and conditions. 29. The Applicant acknowledges and accepts that it is not relieved from any obligation arising under these terms and conditions by reason of any delay in delivery. 30. The Applicant must inspect the goods immediately upon delivery and must within seven (7) days after the date of inspection give written notice to the Supplier with particulars, including the corresponding invoice number(s), of any claim that the goods are not in accordance with this agreement. If the Applicant fails to give notice, then to the extent permitted by law, the goods must be treated as having been accepted by the Applicant and the Applicant must pay for the goods in accordance with these terms and conditions. 31. The Applicant cannot return goods to the Supplier without the written agreement of the Supplier

Non-Stock Items

34. The Applicant acknowledges that orders for non-stock, custom-made, and special goods (**Non Stock Items**) may have to be purchased in

minimum quantities and that the Applicant will be notified if this applies in respect of the Applicant's order.

35. Notwithstanding anything herein to the contrary, and subject to any rights the Applicant might have under the *Competition and Consumer Act 2010* or any relevant State or Federal Legislation, the Applicant acknowledges and agrees that Non Stock Items are non-refundable and cannot be returned to the Supplier, unless otherwise agreed in writing by the Supplier.

Cancellation of terms of credit

36. The Supplier reserves the right to withdraw credit at any time upon provision of 48 hours' written notice.

37. Notwithstanding clause 48, if the Applicant defaults in the payment of any amount due to the Supplier pursuant to this agreement and does not cure such default within seven (7) days after being given notice of such default, the Supplier may terminate this agreement (to be effective immediately) upon notice to the Applicant.

38. Upon the withdrawal of credit in accordance with clause 48, or upon termination of this agreement in accordance with clause 49, all liabilities incurred by the Applicant become immediately due and payable to the Supplier.

39. For the avoidance of doubt, termination of this agreement will not affect:

(a) the right of any party to whom money is owed hereunder at the time of termination to receive that money according to the provisions hereof; and
(b) the rights and/or obligations pursuant to this agreement which by their nature are intended to survive termination of this agreement.

Set-off

40. All payments required to be made by the Applicant under this agreement will be made free of any set-off, or counterclaim and without deduction or withholding, unless agreed to otherwise by the Supplier and the Applicant in writing.

41. Any amount due to the Supplier from time to time may be deducted from any monies which may be or may become payable to the Applicant by the Supplier.

Miscellaneous

42. The Supplier is not liable for any loss caused to the Applicant by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, supplier shortages, plant or mechanical breakdown, acts of God or any other activity beyond the Supplier's control.

43. In relation to the supply of goods, the Supplier's liability is limited to:

(a) replacing the goods or supplying similar goods;
(b) repairing the goods;

(c) providing the cost for replacing the goods or for acquiring equivalent goods; and

(d) providing the cost for having the goods repaired.

44. In relation to the supply of services, the Supplier's liability is limited to:

(a) supplying the service again; or
(b) providing for the cost of having the services supplied again.

45. The Supplier is not liable for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Applicant as a result of the goods and/or services supplied under this agreement.

Severance

46. If any provision of this agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.

47. If any part of this agreement is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective.

Entire agreement

48. This agreement constitutes the entire agreement between the parties relating in any way to its subject matter, unless agreed to otherwise by the Supplier and the Applicant in writing. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding.

49. Notwithstanding the preceding paragraph, in circumstances where there is a pre-existing written credit agreement (**Original Agreement**) between the Applicant and the Supplier, these terms and this agreement will constitute a variation of the Original Agreement whereby the terms of the Original Agreement are deleted and replaced with the terms herein, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by the terms herein in which case they will co-exist with the terms herein, and, to the extent of any inconsistency, these terms will prevail.

Privacy Act

50. The Applicant agrees to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* contained in this document.