

5 Holland Dve  
PO Box 151  
Melton VIC 3337



Phone: (03) 9971 2022  
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ABN 90 391 852 293

**IN ORDER TO OPEN AN ACCOUNT FOR CREDIT ALL SECTIONS MUST BE COMPLETED**

## CUSTOMER ACCOUNT APPLICATION FORM

APPROVED BY

DATE

CREDIT LIMIT

\$

### Section 1: Name / Address/ Credit Sought / Contacts

I / We the undersigned, request that you open a 30 day  
Credit Trading Account in the name of:

Business name.....

Phone ( ) ..... Fax ( ) .....

Business Address .....

..... Postcode.....

Postal Address.....

..... Postcode.....

Email Address .....

Amount of Credit sought

\$

Contact Name (accounts).....

Phone ( ) ..... Fax ( ) .....

Mobile .....

Contact Name (purchasing).....

Phone ( ) ..... Fax ( ) .....

Mobile .....

### Section 2: Business Particulars

Nature of business.....

Number of staff (excluding Partner/ Directors).....

Business establishment or incorporated date / /

Duration of time under present ownership.....

**Are premises shown above as business address:**

Owned  Being Purchased  Rented

Bank ..... BSB & A/C No .....

Business Assets \$.....

Business Liabilities \$.....

Paid Up Capital \$.....

**Type of Business:** (tick and complete appropriate fields)

Sole Trader  Partnership (No of Partners)

Bus. Reg. No.....ABN.....

**Company Type** (complete if business is / or owned by company)

Public  Private  Listed  Trustee

ACN ..... ABN .....

Registered company name.....

Registered office address.....

**Trust and Trustee Details (if applicable):**

Does the Applicant or Directors act as a Trustee or Trustees  
for a Trust? If so, please complete the details below:

Name of Trustee .....

Name of Trust .....

Type of Trust .....

Discretionary Family Trust / Unit Trust

**Statement of Applicant's Assets and Liabilities:**

Attach a copy of your current Balance Sheet and Profit and  
Loss Statement or Contact for Financial Statements

Contact : .....

Telephone: .....

**Section 3: Trade / Credit References for Business (minimum 3 references required)**

**Company 1**.....  
 Phone ( ) ..... Fax ( ) .....

**Company 2**.....  
 Phone ( ) ..... Fax ( ) .....

**Company 3**.....  
 Phone ( ) ..... Fax ( ) .....

**Company 4**.....  
 Phone ( ) ..... Fax ( ) .....

**Section 4: Sole Trader, Partners or Directors Particulars**

**Name 1** (full name).....  
 Phone ( )..... A.H.( ).....  
 Mobile .....

Private Address.....  
 .....

**Name 2** (full name).....  
 Phone ( )..... A.H.( ).....  
 Mobile .....

Private Address.....  
 .....

**Section 5: Declaration**

*The applicant ('you') acknowledges as follows:-*

**Terms of Credit.** You have read and agreed with the terms and conditions of sale, that are part of this application and you agree that you will pay all invoices by the last working day of the month after the month of invoice and that:

1. All information given to IMPACT CONSTRUCTION SYSTEMS is true, accurate and correct in every detail and that if credit is given by IMPACT CONSTRUCTION SYSTEMS this will be done in reliance upon the information supplied by You.
2. You must notify IMPACT CONSTRUCTION SYSTEMS in writing within seven (7) days of any change affecting the legal entity, structure, ownership, shareholder or management control of You.
3. In granting credit facilities, IMPACT CONSTRUCTION SYSTEMS may offer to set a limit which You can accept by accepting delivery or continuing to accept delivery of products from IMPACT CONSTRUCTION SYSTEMS. You must strictly comply with any credit limit specified by IMPACT CONSTRUCTION SYSTEMS from time to time. IMPACT CONSTRUCTION SYSTEMS at its discretion reserves the right to:
  - a) refuse You credit facilities
  - b) refuse a request to vary credit facilities that have been granted; and
  - c) at any time vary the terms of any credit facilities granted to You including any credit limit or withdraw any credit facilities granted to You.

For the sake of clarity, where the parties have not agreed to a credit limit for You, IMPACT CONSTRUCTION SYSTEMS may at any time offer to set a credit limit for you by notifying You in writing and You may accept that limit by accepting delivery or continuing to accept delivery of products from IMPACT CONSTRUCTION SYSTEMS.

4. The supply of products by IMPACT CONSTRUCTION SYSTEMS is governed by IMPACT CONSTRUCTION SYSTEMS's terms and conditions of sale as stated in Section 7 and as in force from time to time to the exclusion of all other terms and conditions of sale or purchase and notwithstanding any qualification of IMPACT CONSTRUCTION SYSTEMS's standard terms and conditions of sale (including any terms and conditions contained in any purchase order or other document) unless expressly agreed by IMPACT CONSTRUCTION SYSTEMS in writing.
5. Where you trade outside the terms and conditions of Your credit facilities, or the supply of product to You will result in You trading outside the terms and conditions of Your credit facilities and, in particular, the credit limit in force from time to time, IMPACT CONSTRUCTION SYSTEMS may refuse, among other things to supply products to You irrespective of whether an order has been accepted or not and will not be liable for any loss or damage resulting directly or indirectly from such action.
6. You warrant that the terms of and information provided in this application have been read and understood by each of the signatories.
7. You hereby grant security to secure any credit facilities provided to You, a charge over all real and personal property owned by You for an amount equal to any amount that You owe IMPACT CONSTRUCTION SYSTEMS from time to time under the credit facilities or otherwise.
8. This application for credit and the provision of credit by IMPACT CONSTRUCTION SYSTEMS is governed by the laws of Victoria and You submit to the jurisdiction of the courts of Victoria.

**Duty of Disclosure.** You are not aware of any information, notice or court proceedings that may lead to bankruptcy, appointment of an administrator, controller or managing controller, receiver or receiver manager or liquidator. You do not intend to enter into any scheme of arrangement with creditors either formally through a court or otherwise. None of the director/s, partners or proprietors have been a director of a company placed in liquidation or have been declared bankrupt or have entered into an arrangement under the Bankruptcy Act 1966 (as amended).

**Privacy Act.** You authorise IMPACT CONSTRUCTION SYSTEMS to obtain from a credit reporting agency details of your personal and commercial credit information if required by IMPACT CONSTRUCTION SYSTEMS for the purpose of assessing this application for credit. You authorise IMPACT CONSTRUCTION SYSTEMS to provide information of your credit position with IMPACT CONSTRUCTION SYSTEMS to persons who may seek that information from IMPACT CONSTRUCTION SYSTEMS.

**Use of Information.** You acknowledge and agree that information about transactions under these terms of credit may be used by IMPACT CONSTRUCTION SYSTEMS for marketing purposes.

**Signatures.** You are authorised to make this application. You are signing this application without undue pressure or unfair tactic.

<b>Signed for the applicant -</b>	<b>Details and signatures of <u>all</u></b>			<input type="checkbox"/> <b>directors</b>	<input type="checkbox"/> <b>partners</b>	<input type="checkbox"/> <b>proprietors</b>
Full name	Date of Birth	Drivers Licence #	Signature			
1. ....	.....	.....	.....			
2. ....	.....	.....	.....			
3. ....	.....	.....	.....			
4. ....	.....	.....	.....			

## Section 7: Terms and Conditions of Sale

### 1. INTERPRETATION

In these Conditions of Sale:

"Seller" means IMPACT CONSTRUCTION SYSTEMS;

"Buyer" means the person, firm or company whose name and address is endorsed on the front of the invoice;

"Goods" means the goods referred to in the invoice;

"Invoice" means the Seller's invoice for the goods forwarded by the Seller to the Buyer upon the reverse side of which these Conditions of Sale appear.

### 2. PRICE

2.1 The Buyer shall pay the price of the Goods stated in the invoice which will be the price ruling at the date of delivery or collection ("Price").

2.2 Unless otherwise agreed in writing the Price is exclusive of customs duty, packaging costs, freight charges, delivery costs, GST, bank charges and such other charges notified by the Seller to the Buyer all of which costs if incurred are payable by the Buyer ("Price Additions").

### 3. TERMS OF PAYMENT

3.1 The Buyer shall pay the Price and the Price Additions ("Total Price") before the end of the month following the month of invoice ("due date"), unless otherwise stated on the invoice this shall be deemed the due date.

3.2 If the Buyer does not pay the full amount of the Total Price on or before the due date the Seller may charge interest at the rate of 1.5% per calendar month on the outstanding balance of the Total Price from the due date until the full amount of the Total Price has been paid to the Seller.

3.3 If payment is made by Credit Card (except AMEX) after 30 days from statement date, then IMPACT CONSTRUCTION SYSTEMS will add an administration fee of 1.3% plus GST to the next month's statement. If payment is made by an American Express Card, then IMPACT CONSTRUCTION SYSTEMS will add an administration fee of 3.0% plus GST for every payment to the next month's statement.

3.4 All expenses incurred by the Seller in collecting overdue payment from the Buyer, including debt collection agency, legal and court fees shall be payable by the Buyer to the Seller as a debt due forthwith upon demand by the Seller.

3.5 The Buyer shall send all amounts due under these Conditions of Sale to the Address of the Seller printed on the front of the invoice.

### 4. ACCEPTANCE AND RISK

4.1 The Buyer accepts the Goods and the Goods are at the Buyer's risk immediately upon leaving the Seller's premises, whether the Goods are delivered by the Seller, or by someone other than the Seller or collected by the Buyer. If the Buyer wishes to insure against loss or damage to the Goods after they have left the Seller's premises, it shall be the Buyer's responsibility to do so.

4.2 Where a delivery date has been specified either by the Buyer or by the Seller, the Seller shall be under no liability at all for late delivery of the goods.

### 5. PROPERTY

Property in the Goods shall not pass to the Buyer until full payment for the Goods has been received by the Seller.

5.1 the Buyer shall hold the Goods solely as bailee of the Seller;

5.2 the Buyer shall store the Goods separately from other goods and in a manner which identifies them as the property of the Seller;

5.3 the Buyer may sell the goods in the ordinary course of its business but the Buyer shall hold separately and on trust for the Seller such part of the sale proceeds as equals the amount of the Total Price remaining unpaid on the Goods and shall immediately pay that amount to the Seller;

5.4 the Seller may enter any premises in which the Goods are stored (without being in any way liable in trespass) and remove the Goods.

### 6. CLAIMS

Subject to clause 9:

6.1 The Seller shall not be bound to act on any claim unless made in writing and notified to the Seller by the Buyer within 14 days of the date of invoice.

6.2 If the Seller receives the written notice referred to in Clause 6.1, the Seller may inspect the Goods referred to in the notice and if satisfied that the claimed defects are due to the Seller's faulty workmanship or materials, the Seller shall either:

6.2.1 repair or replace the Goods referred to in the notice;

or

6.2.2 where repair or replacement is not economically viable for the Seller, grant the Buyer a credit to the value of the Goods referred to in the notice;

6.3 The Seller's liability to the Buyer for claims made under clause 6 shall be limited to that stated in Clause 6.2;

6.4 And the Seller shall not be liable for any consequential loss to the Buyer or any other person.

### 7. RETURNS

7.1 The Buyer may only return Goods to the Seller for credit if:

7.1.1 the prior written approval of the Seller for the return has been obtained;

and

7.1.2 the freight costs on the return have been paid by the Buyer;

and

7.1.3 the goods are not prefinished aluminium sections including painted or anodised finishes.

7.2 If the buyer returns goods otherwise than in accordance with clause 7.1:

7.2.1 the Seller may at its sole discretion accept the return and grant a credit to the Buyer;

7.2.2 if the Seller does not accept the return the Seller may hold the Goods on the buyer's behalf at the Buyer's expense until arrangements satisfactory to the Seller are made by the Buyer for the disposal of the Goods.

7.3 Any credit given by the Seller for Goods returned by the Buyer and accepted by the Seller is subject to a re-stocking fee equivalent to 15% of the Price of the Goods.

### 8. CANCELLATION

No order for Goods placed by the Buyer and accepted by the Seller may be cancelled or deferred without the prior consent in writing of the Seller and in the case of custom-made Goods ordered by the Buyer no order for such Goods may be cancelled after:

8.1 the Seller has scheduled manufacture of such Goods; or

8.2 the Seller has purchased the materials required.

### 9. BUYER'S STATUTORY RIGHTS

These Conditions of Sale shall not exclude, limit, restrict or modify the rights entitlements and remedies conferred upon the Buyer, or the liabilities imposed upon the Seller, by any Commonwealth or Victorian legislation rendering void or prohibiting such exclusion, limitation, restriction or modification, but subject thereto all excludable conditions and warranties are hereby excluded.

### 10. GENERAL

10.1 These conditions of sale contain the entire understanding of the parties to the exclusion of any other agreement or understanding, either oral or in writing. No subsequent variation of these Conditions of Sale shall have effect unless expressly agreed to in writing by both parties.

10.2 These Conditions of Sale shall be governed by the laws applicable in Victoria and the buyer submits to the jurisdiction of the Victorian Courts and Tribunals.

10.3 If any clause or part of these Conditions of Sale not being of a fundamental nature is held to be illegal or unenforceable the validity and enforceability of the remainder of these Conditions of Sale shall not be affected.

**Section 6: Guarantee (this page MUST be completed)**

THIS DEED OF GUARANTEE:

**BETWEEN:**

1. The person/s whose name/s appears in **Item 1 of the schedule** [hereinafter called the **Guarantor(s)**]
2. **IMPACT CONSTRUCTION SYSTEMS** of 5 Holland Dve Melton in the state of Victoria more fully described in **Item 2 of the Schedule**

**RECITALS:**

- A. The customer is that company duly incorporated pursuant to the Corporations Law of Australia more fully described in **Item 3 of the schedule** hereinafter called "**the Customer**").
- B. IMPACT CONSTRUCTION SYSTEMS has agreed at the request of the Guarantor(s) to continue to supply the Customer with goods from time to time on credit.
- C. The Guarantor(s) has agreed to guarantee payment to IMPACT CONSTRUCTION SYSTEMS by the Customer of all moneys from time to time owing by the Customer to IMPACT CONSTRUCTION SYSTEMS in request of goods supplied on credit, including but not limited to all moneys owing by the Customer to IMPACT CONSTRUCTION SYSTEMS at the date hereof and to indemnify IMPACT CONSTRUCTION SYSTEMS against all losses, damages, costs, expenses and all other outgoings incurred by IMPACT CONSTRUCTION SYSTEMS by reason of IMPACT CONSTRUCTION SYSTEMS having agreed and continuing to agree to extend credit facilities to the Customer.

**THE PARTIES AGREE AS FOLLOWS:-**

In consideration of IMPACT CONSTRUCTION SYSTEMS agreeing at the request of the Guarantor(s) to extend to the Customer further credit facilities the Guarantor(s) hereby covenants and agrees with IMPACT CONSTRUCTION SYSTEMS to pay to IMPACT CONSTRUCTION SYSTEMS within fourteen (14) days from demand all moneys from time to time owing by the Customer to IMPACT CONSTRUCTION SYSTEMS whether alone or in conjunction or jointly with any other person and/or company including but not limited to all moneys owing by the Customer to IMPACT CONSTRUCTION SYSTEMS at the date hereof and to indemnify and keep indemnified IMPACT CONSTRUCTION SYSTEMS against all losses, damages, expenses and/or other moneys incurred by IMPACT CONSTRUCTION SYSTEMS by reason of IMPACT CONSTRUCTION SYSTEMS having extended credit facilities to the Customer and agreeing to extend further credit facilities to the customer.

The Guarantor(s) further covenants and agrees with IMPACT CONSTRUCTION SYSTEMS as follows:-

1. This Guarantee shall be a principal obligation between the Guarantor(s) and IMPACT CONSTRUCTION SYSTEMS and shall not be affected by any claim which the Customer may have or claim to have against IMPACT CONSTRUCTION SYSTEMS on any account whatsoever.
2. The Guarantor's liability under this Deed shall be continuing and shall not be affected by:-
  - (a) The granting of time or other indulgence or concession to the Customer or by the compounding, compromise, release, abandonment, waiver, variation or relinquishment of any of the rights of IMPACT CONSTRUCTION SYSTEMS against the customer or by any neglect or omission by IMPACT CONSTRUCTION SYSTEMS to enforce such rights
  - (b) The payment of all or part payment of any of the moneys outstanding from time to time by the Customer to IMPACT CONSTRUCTION SYSTEMS; The Customer being wound up or passing a resolution for its liquidation or by the appointment of a Receiver, Provisional Liquidator or Official Manager of the Customer; and
  - (c) IMPACT CONSTRUCTION SYSTEMS in its absolute discretion at any time refusing to supply goods to the Customer on credit.
3. The Guarantor(s) shall not either jointly or severally prove in competition with IMPACT CONSTRUCTION SYSTEMS in any liquidation of the Customer and the Guarantor(s) waives all rights inconsistent with the provisions hereof including rights as to contribution, marshalling, consolidation and subrogation which the Guarantor(s) might otherwise be entitled to claim and enforce.
4. The Guarantor(s) shall pay interest to IMPACT CONSTRUCTION SYSTEMS on the moneys due to IMPACT CONSTRUCTION SYSTEMS under the terms of this Guarantee at that rate per annum calculated on a daily basis specified in Item 4 of the schedule hereto from the due date for payment until payment.
5. Any notice or Demand required to be served under or by virtue of this Deed shall be deemed duly served if sent by ordinary pre-paid post to the last known residential and/or business address of the Guarantor(s) and service shall be deemed to have been affected on the second business day following the posting of the Notice or Demand.
6. A Certificate signed by the credit account manager for the time being of IMPACT CONSTRUCTION SYSTEMS shall be conclusive evidence in any proceedings under this Deed of the amount owing by the Customer to IMPACT CONSTRUCTION SYSTEMS at any particular time stated in the Certificate.
7. This Deed shall be governed by and construed in accordance with the law for the time being in force in the State of Victoria and the Guarantor(s) shall submit to the jurisdiction of the Courts of that State in respect of all matters arising under the Guarantee or in relation thereto.
8. The Guarantors acknowledge that IMPACT CONSTRUCTION SYSTEMS may from time to time at the request of the Customer extend the credit facilities beyond the sum stated on the Application Form and in so doing the Guarantors accept liability under this guarantee in respect of such advances made from time to time

**SCHEDULE**

**1. GUARANTOR:**

Name.....)

Address:.....)

.....)

**GUARANTOR:**

Name.....)

Address:.....)

.....)

**2. IMPACT CONSTRUCTION SYSTEMS**

"IMPACT CONSTRUCTION SYSTEMS" means the partners of Western Ceilings Partnership (ABN 90 391 852 293) trading under the name of IMPACT CONSTRUCTION SYSTEMS situated at 5 Holland Dve Melton 3337 in the said State together with their and each of their respective executors, administrators and assigns.

**3. CUSTOMER**

"Customer" means.....PTY LTD,  
 A company duly incorporated pursuant to the Corporations Law of Australia and having its registered office situated at  
 .....in the State of.....

**4. INTEREST**

Eighteen percent (18%) per annum.

**"SIGNED SEALED AND DELIVERED** by )  
 the Guarantor(s)/for and on behalf of the )  
 Guarantor(s) and its authorised )  
 Representative in that behalf )  
 in the presence of: )

Name ..... Signature .....

Name ..... Signature .....

Name of Witness .....

**THIS DEED OF GUARANTEE made the**  
 .....day of ..... **20**