



30 DAY CREDIT ACCOUNT APPLICATION AND TERMS AND CONDITIONS OF SALE

Please complete this form and return the original to Concreters Warehouse Sales
We will then process your application and advise you of the outcome as soon as possible.

Office use Only	
Name.....	
Branch	Keysborough <input type="checkbox"/> Campbellfield <input type="checkbox"/>
Date approvedCredit Limit \$	

PART A (BUSINESS INFORMATION)

COMPANY BUSINESS NAME

TRADING NAME

ABN ACN

POSTAL ADDRESS POSTCODE

DELIVERY ADDRESS POSTCODE

TEL FAX

MOB EMAIL

TYPE OF BUSINESS YEAR ESTABLISHED.....

ARE BUSINESS PREMISES RENTED LEASED OWNED

CONTACT PERSON FOR PAYMENT OF THE ACCOUNT

NAME POSITION

EMAIL TEL

EXPECTED PURCHASES PER MONTH \$..... CREDIT LIMIT REQUIRED \$.....

BRANCH YOU WISH TO PURCHASE FROM KEYSBOROUGH CAMPBELLFIELD

PART B (CREDIT REFERENCES) *Companies from whom goods are obtained on credit*

NAME	NAME
EMAIL	EMAIL
PHONE	PHONE
FAX	FAX
NAME	NAME
EMAIL	EMAIL
PHONE	PHONE
FAX	FAX
PHONE	PHONE

PART C (DIRECTORS, PARTNERS OR SOLE TRADERS)

NAME

ADDRESS

..... POSTCODE

PHONE (H.)

MOBILE

DATE OF BIRTH

VICTORIAN LICENCE

LICENCE EXPIRY DATE

PART D (PERSONAL GUARANTEE AND INDEMNITY)

I/We.....

Of.....

Do hereby declare that I/we are jointly and severally responsible for all monies payable to the Company pursuant to these Terms and Conditions of Trading as if we the Customer described therein. We hereby indemnify and shall keep the Company indemnified against each and every loss it shall sustain by reason of the Customer's failure to comply with these Terms and Conditions of Trading. The authorities and consents given pursuant to clause 10 above on behalf of Customer are hereby repeated as my/our authority and consent for the purpose of the Company assessing me/us guarantors of the Customer.

Name.....

Witness

Signature.....

Address

Name.....

Witness

Signature

Address.....

Date.....

Date.....

PART E (PRIVACY ACT NOTIFICATION (MUST BE SIGNED)

Concreters Warehouse Sales may give information about you to credit reporting agency for the following purposes

To obtain a consumer credit report about you

Allow the credit reporting agency to create or maintain a credit information file containing information about you and /or, collecting overdue payments relating to commercial credit owned by you.

This information is limited to:-

Identity particulars – your name, sex, address (and the previous two addresses) date of birth, name of employer, and drivers licence number. Your application for credit or commercial credit – the fact that you have applied for a credit and the amount, the fact that Concreters Warehouse is a current credit provider to you. Account repayments which are overdue by more than 60 days, and for which debt collection action has stated advice that your account repayments are no longer overdue in respect of any default that has been listed information that, in the opinion of Concreters Warehouse Sales you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations). Dishonoured Cheques – cheques drawn by you for \$100 or more which have been dishonoured more than once.

Period to which this understanding applies

This information may be given before, during or after the provision of credit to you.

I/We agree to the use of my/our personal information by Concreters Warehouse Sales for the above purpose and warrant that I/we are seeking this credit for commercial purposes.

Name

Name

Signature

Signature

Date

Date

TERMS AND CONDITIONS OF SALE

DEFINITIONS:

Concreters Warehouse Sales means **CWS** or and other company related to **CWS**

Customer means the party to whom **CWS** is supplying goods or services, or any agent authorized carrier nominated by the party.

1. **GENERAL:** These Terms and Conditions shall apply to the exclusion of all others including any Terms and Conditions of the Customer (whether on the Customer's order form or otherwise). No goods or services will be supplied by **CWS** on any terms or conditions other than those set out herein and by taking delivery of the goods the Customer shall be deemed to agree to these Terms and Conditions. For the purposes of these Terms and Conditions **CWS** shall mean and include the party named above and/or in whose name an Account is maintained by **CWS**
2. **PAYMENT:** A 30% deposit may apply on acceptance of all quotes. Unless otherwise agreed and approved credit facilities have been established the balance of payment is payable on receiving of goods.
Where credit facilities have been approved by **CWS**, the Customer agrees to comply with the trading terms of **CWS** and payment for goods and/or services shall be made by the Customer to **CWS** thirty (30) days from the date of the invoice. **CWS** reserves the right to charge interest on all accounts 60 days past due in accordance with the Penalty Interest Rates Act (1983).
3. **CLAIMS:** (i) The Customer will be deemed to have accepted the goods as being in accordance with its order unless it notifies **CWS** in writing of its claim within 7 days of receipt of the goods. (ii) No return of allegedly defective or faulty goods will be accepted by **CWS** unless **CWS** has given prior written authorisation for the return. Where approval is granted for the return of goods, a restocking fee calculated at 15% of the nett value of the goods will be applied. Special items will not be accepted for return.
4. **FORCE MAJUERE:** If for any reason beyond the control of **CWS** (including without limitation as a result of any strike, trade dispute, fire, tempest, theft or breakdown), orders cannot be filled at the time stipulated by the Customer, **CWS** shall be entitled to determine the Contract and the Customer shall not have any claims for damages arising out of such cancellation, without prejudice to the rights of **CWS** to recover all sums owing to it in respect of deliveries made or services provided prior to the date of such determination.
5. **WARRANTY:** All warranties whether expressed or implied and whether statutory or otherwise with regard to the goods supplied by **CWS** as to quality, fitness for purpose or any other matter are hereby excluded except insofar as any such warranties are incapable of exclusion at law. The liability of **CWS** for damages arising out of the contract shall be limited to the costs of replacing faulty goods and **CWS** accepts no responsibility or liability whatsoever including liability for negligence or goods that do not correspond with the description on **CWS** invoice and/or the packaging of the goods sold or any liability for consequential loss however arising.
6. **FREIGHT COSTS:** **CWS** shall not be liable for freight costs on goods returned to it by the Customer.
7. **CONTINGENCY FEES:** The Customer agrees that in the event of the Customers breach of any of the terms of this agreement including a failure to make payment of any monies due to **CWS** pursuant to this agreement the Customer shall pay to **CWS** all collection costs, commissions, fees, charges and expenses including legal costs on a solicitor and own client basis incurred by **CWS** of and incidental to this agreement or any matter arising out of or incidental to this agreement or the Customers performance of or failure to perform any of the terms of this agreement.
8. **CHANGE OF OWNERSHIP:** The Customer agrees to notify **CWS** in writing of any change of ownership of the Customer within 7 days from the date of such change and indemnifies **CWS** against any loss or damage incurred by it as a result of the Customer's failure to notify **CWS** of any change.
9. **CANCELLATIONS:** Orders placed with **CWS** cannot be cancelled without the written approval of **CWS**. In the event that **CWS** accepts the cancellation of any order placed with it **CWS** shall be entitled to charge a reasonable fee for any work done on behalf of the Customer to the date of the cancellation including a fee for the processing and acceptance of the Customer's order and request for cancellation.
10. **LIEN:** The Customer hereby acknowledges that **CWS** has a lien over all goods in its possession belonging to the Customer to secure payment of any or all amounts outstanding from time to time.
11. **TITLE TO GOODS / & MONIES:** Property in the goods delivered to the customer shall not pass to the customer until such time as (**CWS**) has received payment in full of all monies owing to (**CWS** including but not limited to monies owing in respect of the goods specified on any particular invoice to which these terms and conditions are annexed, together with any other monies outstanding. If the goods are delivered prior to payments being made by the customer to (**CWS**), the customer shall have possession of the goods by bailee only and such bailment shall be terminable by (**CWS**) at any time. (**CWS**) may terminate such bailment either by oral or written notice being given to the customer. Until the date of payment of all monies owing to (**CWS**) the customer, if (**CWS**) desires, is required to store the goods in such a way to show that they are clearly the property of (**CWS**). If the customer sells the goods to any third party the consideration he receives partly shall be held by him in a separate account on trust for (**CWS**). If the customer mixes the goods with any other goods or products or deals with the goods in such a way that they become a constituent of any other product or goods then ownership in any such new product or goods is to be transferred to (**CWS**) as security for full payment of all monies owing to (**CWS**), including but not limited to monies owing in respect of the goods, and until such time as (**CWS**) receives such payment the customer shall hold such products or goods in which the goods have been mixed or incorporated as fiduciary owner for (**CWS**). The customer hereby irrevocably empowers and gives to (**CWS**) a licence in addition to and without the limitation of any other right (**CWS**) as its own. The licence endures so long as any monies whatsoever is owned by the customer to (**CWS**).
12. **POWER TO SELL GOODS:** Nothing herein contained shall prevent the Customer from selling the goods to any third party provided that the proceeds of any such sale shall be held in trust by the Customer for **CWS** until **CWS** has received payment in full for the goods.
13. **CERTIFICATE:** A Certificate signed by an officer of **CWS** will be prima facie evidence of the Customer's liability to **CWS** at the date of the Certificate.
14. **JURISDICTION:** The proper law of all contracts arising between **CWS** and the Customer is the law of the State of Victoria and the parties agree that all claims and disputes relating to the goods sold shall be determined in a Court of competent jurisdiction in the State of Victoria.
15. **CREDIT INFORMATION:** The Customer irrevocably authorises **CWS**, its servants & agents to make such enquiries as they deem necessary to investigate the credit worthiness of the Customer from time to time, including the making of enquiries with persons nominated as trade references, the bankers of the Customer any credit provider or Credit Reporting Agency and including personal credit and consumer credit information (hereinafter called "the information sources"). The Customer hereby authorises the information sources to disclose to **CWS** such information concerning the Customer which is within their possession. The Customer agrees that the information provided on its Credit Application concerning the Customer & any relevant trading information arising from any dealings between the Customer & **CWS** may be disclosed to a Credit Reporting Agency or any other interested person. All information gathered by **CWS** may be used for purposes other than originally intended.
16. To the fullest extent legally possible, all contracts made between **CWS** and any Customer relating to any products, services or transactions are subject to the Terms & Conditions of Trading as set out above unless otherwise agreed in writing.

Initial:..... Date.....