



Suncoast Building Centre

Application for Credit

9 Trinder Avenue,
Maroochydore.
Phone 5443 4800.
Fax 5443 7787.

Web www.suncoastbuilding.com.au

TO: ERSTON PTY LTD ACN 010 749 461/ABN 45 010 749 461 T/A SUNCOAST BUILDING CENTRE ("the Supplier")

1. BY:..... ACN:.....

2. Account Name:..... ABN:.....

3. ARE YOU: PTY LTD CORPORATION OWNER BUILDER SOLE TRADER PARTNERSHIP

TRUSTEE Name of Trust:.....

4. Builders Registration No..... QBSA No. & Category No:.....

5. Postal Address.....

6. Business Address.....

..... Phone:..... Fax:..... Email:.....

7. Nature of Business..... Year Established:.....

8. Full names/addresses of all Applicant(s), Partner(s) or Director(s)	Phone No.	Date of Birth	Drivers Lic No.

9. Name and address of your Bank/Tel. No.....

10. Credit requested: \$..... Per..... (if none stated then 30 days)

11. Trade References (Major suppliers)

1. Name..... Suburb..... Phone No.....

2. Name..... Suburb..... Phone No.....

3. Name..... Suburb..... Phone No.....

12. The Applicant and any Guarantors must complete current asset/liability statements and submit them with this application. The Applicant must supply copies of current balance sheet and profit and loss accounts and current financial information upon request from time to time.

13. I/we warrant the above particulars to be true and correct in all respects.

14. Where the Applicant is a company this application will not be processed unless all directors/shareholders have completed/signed the Guarantee.

15. The Applicant will, if requested by the Supplier, sign any necessary consent form under the Privacy Act.

If this application is accepted then in consideration of the Supplier making supply the Applicant agrees to be bound by the conditions of sale in this application.

Date:..... Signed by the Applicant.....

Print Full Name(s).....

Position.....

PRIVACY ACT 1988

TO: THE SUPPLIER

1. We, the Applicant and any Guarantors, are informed that personal information (including an opinion) relating to us might be disclosed by the Supplier to a credit reporting agency.
2. We agree
 - (a) to the Supplier obtaining from a business which provides information about the commercial credit worthiness of persons information concerning our commercial activities or commercial credit worthiness and using that information for the purposes of assessing the application.
 - (b) to any credit reporting agency giving to the supplier a credit report requested by it for the purpose of assessing our application for credit and which contains personal information about us.
 - (c) to the Supplier disclosing to or receiving from any other credit provider any credit report or record or information that has any bearing on our credit worthiness, credit standing, credit history or credit capacity for any of the following purposes:
 - (i) to assess an application by us for credit.
 - (ii) to notify other credit providers of a default by us.
 - (iii) to exchange information with other credit providers as to the status of our account where we are in default with another credit provider.
 - (iv) to assess our credit worthiness at any time.

SIGNATURE:
(applicant)

SIGNATURE:
(all guarantors)

DATE: / /20.....

CONDITIONS OF SALE

Upon this application being accepted by the Supplier it, together with these conditions of sale, will constitute a contract between the Applicant and the Supplier upon the following conditions:

1. All goods are supplied to the Applicant on the following conditions and no person other than a director, the company secretary, manager or credit manager of the Supplier has the authority to accept orders or to supply goods on any other condition or to vary these conditions in any way whatsoever. Previous dealings between the Supplier and the Applicant shall not vary or replace these conditions or be deemed in any circumstance whatsoever so to do. Acceptance of goods from the Supplier shall be conclusive evidence before any Court that these conditions apply.
2. The credit terms of the Supplier are strictly 30 days from the end of the month in which the goods are supplied. If payment is not made within these credit terms then any trade or settlement discounts, if allowed, will not apply and the Supplier shall be entitled to claim an accounting and administration not exceeding 2% per month or part thereof from the date of delivery of goods until the date of payment. The Applicant acknowledges that such fee is a genuine pre-estimate by the Supplier of the loss, cost and expense the Supplier will incur by reason of the default in payment.
3. The granting of credit to the Applicant shall be at the sole discretion of the Supplier. The terms of credit may be varied from time to time at the Supplier's absolute discretion on giving reasonable notice in writing as it deems fit.
4. Price lists or estimates given by the Supplier are indicative only and may be varied by the Supplier at any time and without prior notice to the Applicant.
- 5.1 The Supplier shall not be liable to the Applicant in contract or in tort arising out of or in connection with or relating to the performance of goods supplied or any breach of these terms or in any fact, matter or thing relating to the goods or error howsoever arising in information supplied to the Applicant before or after delivery of the goods to the Applicant.
- 5.2 To the extent permitted by law all warranties, terms and conditions in relation to the state, quality or fitness of the goods and of every other kind whether implied by use, statute or otherwise are hereby excluded. The Supplier shall not be liable for any injury, loss or damage claimed by the Applicant against the Supplier or by a third party against the Applicant arising out of the goods or the use to which the goods are put by the Applicant or arising out of the non-delivery or late delivery thereof. The Applicant shall indemnify the Supplier against any such claim.
- 5.3 The Supplier agrees to repair or replace at its option free of charge any goods supplied by it which are returned by the Applicant (carriage paid) to the Supplier's address within 7 days of delivery to the Applicant and which, in the Supplier's opinion, are defective.

6. Property in the goods supplied by the Supplier to the Applicant shall not pass to the Applicant until such time as all goods supplied by the Supplier to the Applicant have been paid for in full. Until property in the goods passes to the Applicant:
- (a) The Applicant shall at its expense if so required by the Supplier store the goods in such manner as to show that they are the property of the Supplier.
 - (b) The Applicant shall be at liberty to sell the goods in the ordinary course of business as agent for the Supplier to the intent that the proceeds of resale shall become the property of the Supplier upon receipt thereof by the Applicant and so that the same shall then be accounted for to the Supplier to the extent of the Supplier's invoiced price for same.
 - (c) The Applicant irrevocably grants to the Supplier, its agents and employees an unrestricted right and licence, without notice, to enter the premises occupied by the Applicant to identify and remove any of the goods which are the property of the Supplier at its option without in any way being liable to the Applicant or any persons claiming through it. The supplier shall have the right to sell or dispose of any such goods so removed or otherwise in its sole discretion and shall not be responsible for any loss occasioned thereby.
 - (d) The Applicant acknowledges that all goods of the type normally supplied by the Supplier to the Applicant were so supplied unless the Applicant proves at the time the Supplier claims to be entitled to possession thereof to the contrary.
 - (e) Notwithstanding the above provisions, the Supplier is entitled to maintain an action against the Applicant for the price of any goods so supplied and the risk in the goods (but not property) shall pass to the Applicant upon delivery by the Supplier to the carrier whether the Supplier arranges or procures or effects the cartage of the goods at the request of the Applicant or not.
7. The Supplier may accept goods returned for credit only if the goods are in a saleable condition - a 10% surcharge on the invoice price of goods returned may be in the Supplier's discretion be debited to the Applicant's account.
8. To secure payment of all monies which may become payable by the Applicant to the Supplier the Applicant hereby charges with the due payment of those monies all the Applicant's interest in real property both present and future and the Applicant consents to the Supplier lodging a caveat to protect its interest pursuant to this charge.
9. This agreement is governed and construed in accordance with the laws of Queensland and is deemed to be made at the Supplier's principal place of business.
10. In the event that any of these conditions or any part of them cannot be given effect or full force and effect by reason of statutory invalidity, uncertainly or otherwise then that provision or condition or part of it which cannot be given full force and effect alone shall be served, ignored or read down respectively to maintain so far as possible the remaining conditions.

GUARANTEE

TO: THE SUPPLIER

Upon you at my request agreeing to supply and /or continue to supply the Applicant/Customer ("the debtor") with goods from time to time I hereby agree and if more than one jointly and severally with you as follows:

1. To guarantee to you the payment by the debtor for all goods as you may have supplied or as you may supply to it from time to time and though I may not have notice of any neglect or omission on the debtor's part to pay for such goods according to the terms agreed on between you and it, and in the event of the debtor failing to pay you forthwith, I will pay the amount of such debt.
2. This guarantee shall not be affected or discharged by any change in relationship which may now or hereafter exist, between myself and the debtor.
3. This guarantee shall be a continuing guarantee to you for the whole of the debtor's indebtedness or liability to you in respect of any goods supplied by you to the debtor or upon any other account howsoever or whenever arising.
4. You may at any time at your discretion and without giving any notice whatsoever to me refuse further credit or supply of goods to the debtor and grant to the debtor or to any other persons any time or other indulgences and compound with the debtor or them respectively without discharging or impairing my liability under this guarantee.
5. This guarantee shall be enforceable against us even though any negotiable instruments or other securities shall at the time of proceedings being taken against me under this guarantee be outstanding or in circulation.
6. Though this guarantee may be intended or expressed to be signed by more than one person it shall be valid and immediately binding against such person or persons as shall sign it even though any proposed or contemplated party shall not in fact sign it.
7. To give full effect to this guarantee I hereby declare that you shall be at liberty to act as though I were the principal debtor and I hereby waive all or any of my rights as surety which may at any time be inconsistent with this or any other provision in this guarantee.
8. A statement in writing signed by your manager, secretary, accountant or credit manager as to the amount due upon this guarantee at the date of in such statement shall be prima facie evidence of the amount so due.
9. Any payment made to you and later avoided by the application of any statutory provision as a preference or otherwise shall be deemed not to discharge or impair in anyway my liability to you as if such payment, to the extent it is so avoided, had not been made.

