

Application for Credit 30 Day Account Contract Details

Terms of Sale

In the following -youø means the individual, partnership or corporation to whom goods or services may be supplied.
-Weø and -usø mean DK & JJ Pty Ltd ACN 097 122 435 trading as Bayside Plasterboard (referred to hereafter as Bayside Plasterboard).

BY ORDERING GOODS OR SERVICES FROM US, YOU AGREE THAT -

The price will be the price current at the time of delivery plus freight and handling unless otherwise agreed in writing.

WE OWN THE GOODS UNTIL THEY ARE PAID FOR

Goods supplied to you remain our property until we receive payment for all amounts you owe to us. If your account is in default we have the right to enter your premises (or other premises of any associated company or agent) to retake possession of the goods, without liability for trespass or damage. If you resell the goods, or if you sell products manufactured using the goods, then you must keep the proceeds of the sale in a separate, identifiable account until we have been paid in full.

RISK

The purchaser will be responsible from the moment of delivery, for insurance, freight and delivery costs.

WARRANTIES AND REPRESENTATIONS

We make no warranties or representations about goods offered for sale other than warranties contained in these terms of sale. We warrant only that goods offered for sale will be generally similar to other goods of the same description. You accept that any particular delivery of goods may vary from goods of the same description displayed, advertised, or delivered on a different occasion.

To the fullest extent permitted by law, all terms, conditions and warranties, statutory or otherwise, not expressly provided in these terms of sale are excluded.

To the extent that:

- Any term, condition or warranty not expressly provided in these terms of sale cannot be excluded due to the provision of section 68A of the Trade Practices Act 1974 or any other statute, and we breach such terms, condition or warranty, or
- You make a claim as provided below and we agree that the goods were damaged or defective at the time of delivery.

Our liability is limited to (at our option) replacing the goods or (if we do not have sufficient stock) crediting you with the purchase price of the goods.

Every effort will be made by Bayside Plasterboard to supply its products within the time specified, however Bayside Plasterboard does not accept any liability in the event of strikes, lock-out, fire, flood or any other cause beyond their control.

DELIVERY

We will deliver the goods to the delivery address shown on your order. We will unload the goods as per your instructions to the delivery address unless you ask us to unload the goods elsewhere, and the carrier is satisfied that access is safe and reasonable. It is the responsibility of the purchaser (you) to provide safe, clear access. Additional charges will arise should the site need clearing or the load needs to be returned.

DELIVERY CHARGE

Delivery charges will apply for all orders based on rates applicable at that time. Please contact us for further clarification as required.

CLAIMS

We will consider a claim for credit if the claim relates to an error on our part in delivery or invoicing, or defects or damage affecting at least five percent by number of the goods delivered.

Claim must be lodged within 48 hours of delivery and in writing within seven days. The goods must not be moved other than to inspect them.

We are not liable for any loss or damage you suffer as a result of our failure or delay in performing the contract due to reasons beyond our control.

RETURNS

Only goods in original condition may be returned. A restocking fee of 15% will be applied to all returns (except for returns of manufacturing fault). A fee for collection of goods to be returned will be charged. Rate may vary. Please see sales staff for more information. Goods must be returned within two weeks of purchase.

SPECIAL ORDERS

Goods supplied to purchasersø specifications (ie special order items) are non-returnable except for manufacturing faults.

Nett Credit 30 Day Account Contract Details

Trading Details

Trading Name _____ Date ____/____/____
Credit limit Requested \$ _____
Company Name _____ ABN No _____
Registered Company Address _____ Nature of Business _____
How Do You Trade Sole Trader / Partnership / Pty. Ltd. / Public Co.
QBSA Licence No _____ In Business Since _____

Contact Details

Business Phone No _____ Mobile No _____
Fax No _____ Fax No _____
Purchasing Contact _____ Phone No _____
Accounts Contact _____ Phone No _____

Address Details

Postal Address _____ Suburb _____ P/Code _____
Business Address _____ Suburb _____ P/Code _____

Personal Details (To be completed by Sole Trader, Partners / all Directors etc.)

1. Full Name _____ DOB ____/____/____
Address _____ Home Ph _____
How Long at Residence _____ Licence No _____ Exp Date ____/____/____
2. Full Name _____ DOB ____/____/____
Address _____ Home Ph _____
How Long at Residence _____ Licence No _____ Exp Date ____/____/____

Financial Details

Name of Trading Bank _____ Branch _____ A/c Name _____
Building Premises Owned / Rent / Buying If Buying ó Name of Lending Institution _____

Payment Details

A/c to be settled by Cash / Cheque / Credit Card / Direct Debit
If Credit Card ó Cardholders Name _____ Credit Card Number _____ Expiry Date _____

Trade References ó (Current Credit Accounts held with)

1. Company Name _____ Contact Person _____
Phone _____ Fax _____
2. Company Name _____ Contact Person _____
Phone _____ Fax _____
3. Company Name _____ Contact Person _____
Phone _____ Fax _____
4. Company Name _____ Contact Person _____
Phone _____ Fax _____

The Applicant/s (signed below) acknowledge as follows: -

TERMS OF CREDIT

You have received the Terms of Credit which were attached to this application. You agree to the terms of Credit. You agree that you will pay within the terms stated above.

TERMS OF SALE

You have received the terms of sale which were attached to this application
You agree to the terms of sale.

RETENTION OF TITLE

You agree that any goods you receive remain the property of Bayside Plasterboard until Bayside Plasterboard receives payment in full for them.

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 directors or partners or proprietors has been a director of a company placed in liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1966 (as amended).

PRIVACY ACT

You authorise Bayside Plasterboard to obtain from a credit reporting agency details of your personal and commercial credit information if required by Bayside Plasterboard for the purpose of this application for credit.

USE OF INFORMATION

You acknowledge and agree that information about transactions under these terms of credit may be used by us or our subsidiaries or related companies for marketing purposes.

SIGNATURES

You are authorised to make this application. You are signing this application without undue pressure or coercion.

Signature _____

Signature _____

Print Name _____

Print Name _____

Signature of Witness _____

Name of Witness _____

Terms of Credit

In the following -youø means the individual, partnership or corporation to whom the Credit may be granted.
-Weø and -usø mean DK & JJ Pty Ltd ACN 097 122 435 trading as Bayside Plasterboard.

BY APPLYING FOR CREDIT WITH BAYSIDE PLASTERBOARD, YOU AGREE THAT –

YOU WILL SETTLE YOUR ACCOUNT AT NETT 30 DAYS. We must receive your payment within 30 days from the end of the month for the date of the invoice in question. Any variation must be agreed in writing.

YOU ARE LIABLE FOR DEBT COLLECTION AND LEGAL COSTS. You must pay any dishonoured cheque fees associated with cheques received by us in payment of you account. Should the Applicant default in payment, interest shall be charged at up to 1.5% per month and an account keeping fee of \$10.00 per month shall apply until the balance is paid. You must pay any and all collection, legal or other costs we incur if your account is in default.

YOU WILL TELL US IF YOUR DETAILS CHANGE. You must tell us in writing if there is any change to the details given on your credit application.

WE MAY ASSIGN OUR RIGHTS. We may assign our rights under this agreement.

WE MAY CHANGE THESE TERMS. We may change these terms of credit if we give you written notice of the change.

THE ACCOUNT MAY BE CLOSED OR PUT ON STOP. Your account may be put on stop if it is outside your terms until the debt is paid. Your account may be closed by you or us on written notice. You must settle any outstanding amounts at the time your account is closed.

Privacy Act Authorisation

The Applicant, must, where the Applicant is / are individual person(s), complete the Privacy Act authorisation set out below. Where the Applicant is a company, the director(s) of the Applicant must complete the Privacy Act authorisations set out below.

AUTHORITY TO SEEK CREDIT INFORMATION

I / We agree that for the purposes of the Privacy Act (as amended) and for the purpose of the Seller assessing the Applicantø's application for credit and administering any credit which is provided to the Applicant, the Seller may obtain:

- Information relating to my / our commercial activities or commercial credit worthiness
- A credit report; and / or

- Personal information from any credit reporting agency or any financial institution or credit provider whose name appears in any credit report supplied to the Seller or whose name is given to the Seller by me / us (-Informationø).

AUTHORITY TO DISCLOSE INFORMATION

I / We agree that the Seller may disclose to, or discuss with, any credit provider, and credit reporting agency, and prospective guarantor and any person or body agreeing or considering whether to agree to be liable for any credit to be made available by the Seller to the Applicant, and Information maintained or in the possession of the Seller relating to my / our application for or the administration of the credit.

DECLARATION

I / We authorise the Seller to obtain and use personal information about me / us in accordance with the Privacy Act (as amended) and acknowledge that the authorisations contained in this document will continue to remain in full force and effect until all credit facilities cease to be made available.

Dated this _____ Day of _____ Year _____

Name (Print) _____ Name (Print) _____

Signature _____ Signature _____

Position _____ Position _____

In the presence of _____ Witness Signature

_____ Witness Name

_____ Witness Address

Guarantee and Indemnity

In Consideration of Bayside Plasterboard having agreed to supply good or services from time to time on credit to

Where the Applicant is a company, the person (or persons) signing this application on behalf of the Applicant (The Guarantors) jointly and severally (in the case of more than one person signing this application on behalf of the Applicant) guarantee the payment of all debts and monetary liabilities of the Applicant which may from time to time be owing by the Applicant to the Seller (The Debt) and undertake if the Applicant is late in paying any part of the Debt to pay the full amount of the Debt on demand by the Seller. The Guarantors jointly and severally indemnify the Seller as a separate and principal obligation against any loss suffered or incurred by the Seller in respect of the Debt and must pay to the Seller on demand an amount equal to such loss. Further the Guarantors, for the purpose of securing any credit facilities provided to the Applicant charge all real and personal property owned by them, for any amount of equal to that the Applicant owes the Seller from time to time under this credit facility or otherwise and will execute any necessary documents for this purpose. The obligation of the Guarantors under this guarantee and indemnity are principal and continuing obligations and are not released, discharged or otherwise affected by any variations of the terms upon which products are supplied by the Seller and paid for by the Applicant or any other act, omission, matter or thing whatsoever. The Seller may assign its rights under this application and, in particular this guarantee and indemnity provision, without the prior consent or knowledge of the Guarantors. In this event this guarantee and indemnity will remain in full force and effect in relation to indebtedness incurred by the Applicant to the Seller (or its assignee) both before and after the date of that assignment. A reference to Seller this paragraph includes its assignee or successor.

Executed as a deed this _____ Day of _____ Year _____

Signed by Guarantor _____ Print Name _____

Address _____

Signed by Guarantor _____ Print Name _____

Address _____

Signed by Witness _____ Print Name _____

Address _____

DK & JJ Pty Ltd T/A Bayside Plasterboard
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OFFICE USE ONLY			Check List	
App Rec		Approved By	1	
Taken By		C/L Issued	2	
Sales Rep		Trade/Distributor	3	
Credit Ref Checked		A/C Code	4	
Check List Total		Category	5	
CRAA Done		Approval Letter Sent	6	
CRAA Rating		Comments	7	
Total Rating			8	