

**FINANCE HEAD OFFICE**

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Fax to: 1300 733 264

**APPLICATION FOR MONTHLY CREDIT ACCOUNT****TERMS OF CREDIT**

Terms of Credit upon which D & R Henderson Pty Ltd (ACN 000 449 392) (hereafter referred to as DRH) may supply goods or render services on credit to any person, organisation or institution more particularly referred to and included in the term 'The Applicant'.

1. The Applicant will comply with the Company's Conditions of Sale and Quotation.
2. DRH will reserve the right at all times to suspend the supply of further goods and services to the Applicant and/or vary credit terms without having to give reasons or notification for its action to the Applicant or its agent.
3. Whenever any amount remains payable, DRH will render monthly statements of account to the Applicant and the Company's statement of account will be taken to be accurate unless the Applicant proves to the contrary.
4. In the event of any charges alleged to be in dispute the Applicant will pay for all other charges appearing on the statement of account pending an investigation of the charge or charges so disputed.
5. Credit facilities granted upon the basis of information provided in this application are not transferable without approval of the Company.
6. Upon the occurrence of any of the following events, all amounts owing to DRH (including any amounts owing but not yet due) shall become immediately due and payable notwithstanding any agreement between the Company and the Applicant with respect to the terms of payment for any goods purchased by the Applicant:
  - (i) The breach by the Applicant of any of the Conditions of Sale and Quotation
  - (ii) Any event which in the reasonable opinion of DRH would adversely affect the ability of the Applicant to make payment of any amount due to DRH

If DRH does not take any action to require immediate payment of any amount due under this clause, this does not constitute a waiver of the right of DRH to do so, and DRH may do so at any time after an event described above occurs.

7. In the event of the Applicant defaulting in the payment of any amounts due to DRH, the Applicant shall refund to DRH all costs to be incurred or charges to be levied against DRH by any agent acting on behalf of DRH to recover amounts owing by the Applicant
8. DRH may withdraw these, or any future variation of these Terms of Credit, at any time by written notice to the Applicant. The Applicant must pay for any goods or services supplied by DRH after the date of the notice in accordance with the Conditions of Sale applicable to the goods or services

**DECLARATION**

I/We state that the information supplied in this application is correct to the best of my/our knowledge and acknowledge that acceptance by the Company of this application and agreement does not imply that credit will be granted.

I/We state that at the date of this application I am/we are able to pay all debts as and when they fall due.

I/We the undersigned agree that if an account is granted I/we will pay on a 30 day basis and abide by the Terms of Credit.

I/We the undersigned agree that DRH can contact the credit references provided at any time.

I/We have sighted a copy of the Conditions of Sale and Quotation.

Signed \_\_\_\_\_  
(Authorized person on behalf of the Applicant)

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE \_\_\_\_\_

## **NB: SOLE TRADERS / PARTNERS MUST READ AND SIGN THE PRIVACY ACT CONSENT BELOW BEFORE THIS APPLICATION CAN BE PROCESSED**

### ***PERSONAL INFORMATION AND AGREEMENT***

I/WE acknowledge that D&R Henderson Pty Limited has informed me/us in accordance with The Privacy Act 1988 that certain items of identity/personal information about me/us contained in this application are allowed to be given to a credit reporting agency. This information includes identity particulars, the fact that an application was made and the amount, current credit provider status, 60 days arrears and discharges, twice dishonoured cheques and serious credit infringements.

If D&R Henderson Pty Limited considers it relevant to assessing my/our application for commercial credit, I/we agree to D&R Henderson Pty Limited obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by D&R Henderson Pty Ltd

If D&R Henderson Pty Limited considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to D&R Henderson Pty Limited receiving from a credit reporting agency a credit report containing personal credit information about me/us in relation to collecting overdue payments. I/We the undersigned agree that DRH can contact the credit references provided at any time.

Signature of Applicant(s) \_\_\_\_\_ Date \_\_\_\_\_

Sole Traders Date/s of Birth \_\_\_\_\_

## 1. General

Interpretation: In these Conditions: "Seller" means D&R Henderson Pty Limited ACN 000 449 392. "Buyer" means the buyer of the Company's goods. "Goods" means the goods invoiced on the Company's invoices.

## 2. Buyer's Statutory Rights

These conditions of Sale shall not exclude, limit, restrict or modify the rights, entitlement and remedies conferred upon the Buyer of the liabilities imposed upon the Seller, by any condition or warranty implied by a Commonwealth, State or Territory Act or Ordinance, rendering void or prohibiting such exclusion, limitation, restriction or modification.

## 3. Warranties

Subject to Condition 2:

- (a) The Seller warrants that the goods supplied shall be of merchantable quality. All goods are supplied subject to this warranty only and any liability arising out of or in respect of the supply, re-supply use or reuse whether singly or otherwise of these goods, howsoever arising and whether for consequential loss or otherwise and including any liability, the Seller may otherwise have had by virtue of any representation, warranty, condition or term, whether express or implied by law is hereby excluded.
- (b) Any liability incurred by the Seller to the Buyer is limited to the replacement of the goods or (at the option of the Seller) refund of the price paid by the Buyer and in particular does not extend to consequential loss and is conditional upon the Buyer within 7 days of delivery making a written claim to the Seller setting out the full particulars of such claim and where possible returning to it sufficient part of the goods to enable a proper examination
- (c) Where goods are returned and accepted for credit and where no arrangements to the contrary have been made, then such goods will attract a handling fee of up to 30% of the invoice value.

## 4. Advice

Subject to condition 1, any advice, recommendation information, indicated quantities or volumes, assistance or service provided by the Seller in relation to goods sold or manufactured by it or their use or application is given in good faith and is believed by the Seller to be appropriate and reliable. However, any advice recommendation, information, assistance or service provided by the seller in relation to any goods supplied by the Seller is provided without liability or responsibility on the part of the seller

## 5. Delivery

- (1) The Seller will make all reasonable efforts to have the goods delivered to the Buyer on the date agreed between the parties as the Delivery Date but the Seller shall be under no liability whatsoever should delivery not be made on this date AND IN PARTICULAR BUT WITHOUT LIMITING THE GENERALITY HEREOF the Seller may at its discretion withhold delivery during:-
  - (a) any period in which the Buyer may be in default of the terms for payment of any prior credit sales, including: unpaid interest thereon; or
  - (b) any period in which the sum of:- (i) the value of the Buyers unfilled order/s for goods; (ii) unpaid invoices; and (iii) Credits/Allowances issued by the Seller in relation to such invoices, exceed the credit sales limit allowed by the Seller to the Buyer from time to time.
- (2) The Seller shall not be obliged to obtain a signed receipt from any person at the place nominated by the Buyer for delivery, however, if a signed receipt is obtained from someone believed by the Seller to be authorised by the Buyer to sign, then such signed receipt shall be conclusive evidence of delivery.

## 6. Risk

The risk in the goods purchased shall, unless otherwise agreed in writing, pass to the Buyer upon delivery to the Buyer or his agent or to a carrier commissioned by the Buyer.

## 7. Property

- (a) Property of the goods shall remain with the Seller and the Seller reserves the right to dispose of the goods until such times as full payment is made for all amounts owing by the Buyer to the Seller so that the Buyer's total indebtedness to the Seller under these Conditions of Sale is discharged
- (b) If the Buyer fails to pay any amount of the Buyer's total indebtedness to the Seller under these Conditions of Sale when it is due to the Seller or, any event of default as specified in sub clause (c) hereof occurs the Seller may without notice and without prejudice to any other of its rights and remedies recover and/or re-sell the goods or any of them and may enter upon the Buyer's premises by its servants or agents for that purpose. All costs relating to recovery and/or return of Seller's goods will be charged to the Buyer's account.
- (c) Notwithstanding any agreement in writing for credit terms for delayed payment, the time for payment shall accelerate and the Seller is entitled to immediate payment upon the Buyer (being a natural person) committing any act of bankruptcy or the Buyer (being a company) committing any act which entitles any person to apply to wind up the Buyer or, any practitioner in insolvency is appointed to conduct the Buyers affairs.
- (d) Until full payment the Buyer shall store the goods in a way that clearly manifests the Seller's title. (i) On manufacture of the goods all new products belong to the Seller absolutely and not by way of charge until paid for in full, or until the Seller recovers possession of and re-sells sufficient of the new products to discharge the price and the costs recovered, any excess to be accounted for to the Buyer such agreement to survive accepted repudiation of the contract.
- (e) The Buyer acknowledges that until his total indebtedness under these Conditions of Sale to the Seller is discharged he holds the goods as bailee of the Seller and that a fiduciary relationship exists between them.
- (f) In the event of sale of the goods to his customers the Buyer in his position as a fiduciary shall account fully to the Seller for the proceeds of the sale and the Buyer shall keep the proceeds of sale in a separate bank account pending payment (unless and until Buyers total indebtedness to the Seller under these Conditions of Sale is discharged).
- (g) The Buyer shall insure the goods to their full value against all risks to the reasonable satisfaction of the Seller.

## 8. Prices/GST.

All prices quoted and price lists do not include GST. GST of 10% will be added on all invoices. The price charged shall be the price ruling at the date of delivery unless otherwise agreed by written quotation. Any price indications or price lists are subject to alteration to price ruling at the Delivery Date. In any event, any price quoted shall remain valid for a maximum of thirty (30) days from the date of quotation, unless mentioned differently in writing by the Seller.

## 9. Force Majeure

Deliveries may be totally or partially suspended by the Seller during any period in which the Seller may be prevented or hindered from delivering by the Seller's normal means of supply or delivering by normal route through any circumstances outside its reasonable control, including but not limited to strikes, lockouts, raw material shortages, accidents or breakdowns of plant or machinery. However, during the period of total or partial suspension of delivery the Buyer may purchase elsewhere at its own cost and risk, such quantities or alternative goods as may be necessary to cover its requirements during such a period in substitution for the goods not delivered by the Seller. Whether or not the Buyer makes these arrangements the Seller shall not be under any liability in respect of such suspension and in particular, the Seller shall be under no obligation to deliver at any future date any goods not delivered during the period of suspension.

## 10. Payment, Default and Terms of Trade

The purchase price of goods shall be paid on or before the last trading day of the month next following the delivery of the goods unless other terms are negotiated. The Seller reserves the right to charge interest on overdue accounts at the rate of 2% per month or part of a month. If the Buyer makes default in any payment or commits any act of bankruptcy or being an incorporated company, passes a resolution for winding up (except for the purpose of reconstruction) or a practitioner in insolvency is appointed to administer the affairs of the Buyer, whether upon resolution of the Buyer's board of directors or as a consequence of any Court proceedings, Seller has the right to suspend further deliveries, require payment in advance for all deliveries, or terminate any contract forthwith by written notice to the Buyer. The Seller reserves the right at any time to change the terms of trade or credit limit without notice.

## 11. Lead Times

Standard lead times can be subject to change as the availability of raw materials can influence the normal manufacturing process. In some cases standard lead times will need to be reviewed and altered to a non-standard lead time.

## 12. Future Dealing

Unless otherwise agreed to in writing by the Seller and notwithstanding any terms appearing in documentation provided by or on behalf of the Buyer the terms appearing herein shall be incorporated by implication into all agreements by the Seller to supply the Buyer with goods.

## 13. Quotation/Prices (exclusive of GST)

- (a) Every quotation is based on current stocks and prices and is subject to withdrawal, correction, or alteration at any time prior to the Seller's acceptance of the Buyer's order
- (b) Orders are accepted on the basis that the Seller reserves the right to vary the prices payable by the Buyer to accord with those ruling at the date of despatch, except where prior negotiation allows an order on alternative basis. In the event that any order or other document forwarded by the Buyer to the Seller contains anything inconsistent with these conditions such order or other document is accepted, only on the express understanding that these conditions are to prevail in all cases. In the event where fixed prices have been negotiated, they will remain valid only for those goods specified in the quotation and which are delivered by the delivery date specified on the quotation. Goods delivered after the specified date will be at list prices unless otherwise negotiated.
- (c) Prices are subject to Buyer's order being for the whole quantity mentioned in the quotation unless otherwise negotiated and confirmed in writing by the Seller.
- (d) Where goods are imported, prices are based on existing rates of freight, exchange, insurance, FOB value, customs and other duties. Any variation either way in such rates between time of quotation and time of delivery will be to the Buyer's account. Any fixed prices, which may have been negotiated between the Buyer and the Seller, are subject to change under this clause.
- (e) Any fixed price quote is based on delivery of the quoted goods in the volumes or quantities accepted as an order from the Buyer as the Seller sees fit. The Seller reserves the right to deliver the volumes and quantities ordered in either single or multiple deliveries.

## 14. Taxes

The Buyer will keep the Seller indemnified in respect of any tax, imposition, fine, duty or other fee the seller may become obliged to pay to any Federal or State Authority, Department, Taxing Authority or Commissioner of taxes in respect of any goods supplied.

## 15. Law of Contract

The contract which includes these conditions is made in the State of New South Wales Australia, from which this document is issued and any disputes relating to our conditions of sale and quotation shall be determined by the courts of that state.

## 16. Personal Property Securities Act 2009:

The Customer acknowledges that the sale of Goods constitutes a registered security interest under the Personal Property Securities Act (2009) (Cth) ("PPSA"). D&R Henderson Pty Ltd reserves the right to register its interest in the Goods under the PPSA. D&R Henderson Pty Ltd may not provide notification of registration of its interest in the Goods.

Sighted by the Applicant upon application for a credit account \_\_\_\_\_ Date: \_\_\_\_\_

Name:		ACN:	
Trading as:		ABN	
Postal Address		Postcode	
Delivery Address		Postcode	
Telephone No ( )		Fax No ( )	
Mobile No		Email Address	
<b>Names and Addresses of Owner / Partners / Directors (attach sheet if insufficient space)</b>			
Name		Phone	
Address		Date of Birth	
Name		Phone	
Address		Date of Birth	
Applicant is:	Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Trader <input type="checkbox"/>
Other <input type="checkbox"/>			
When did the business commence?		Paid Capital \$ Shareholders Funds/Owners equity \$	
If in business less than 2 years give details of prior business or occupation			
Have you dealt with us previously ?	YES <input type="checkbox"/>	When?	Under which name(s)?
	NO <input type="checkbox"/>		
Trading Premises:	Owned <input type="checkbox"/>	Rented / Leased <input type="checkbox"/>	No of Employees
Your Bankers	Branch	External Accountant/Auditor	
Accounts Payable Contact.		Anticipated Monthly Purchases \$	
Do you prefer to make payments via Electronic Funds Transfer?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>UNLOADING FACILITIES:</b> Do your premises have			
Manual unloading	Y / N	Forklift	Y / N
Tray truck access	Y / N	Semi-trailer access	Y / N
Any access restrictions e.g. clearways, loading zones, special delivery/arrival times?			
Trade Reference 1		Ph No	Contact
Opened	Terms	Pays	Limit
Comments		Avg Mthly	
Trade Reference 2		Ph No	Contact
Opened	Terms	Pays	Limit
Comments		Avg Mthly	
Trade Reference 3		Ph No	Contact
Opened	Terms	Pays	Limit
Comments		Avg Mthly	
Trade Reference 4		Ph No	Contact
Opened	Terms	Pays	Limit
Comments		Avg Mthly	
Trade Reference 5		Ph No	Contact
Opened	Terms	Pays	Limit
Comments		Avg Mthly	
Trade Reference 6		Ph No	Contact
Opened	Terms	Pays	Limit
Comments		Avg Mthly	
<b>OFFICE USE</b>			
REP NAME	REP CODE	AREA CODE	SALES OFFICE
<b>SIGHTED &amp; APPROVED BY BRANCH MANAGER</b>			
Approved by:	Signature:	Date:	
<b>APPROVED BY NATIONAL CREDIT CONTROLLER</b>		<b>CREDIT LIMIT \$</b>	
Approved by:	Signature:	Date:	