

TERMS AND CONDITIONS OF APPLICATION FOR COMMERCIAL CREDIT

To: ROY GALVIN & CO PTY LTD (ACN 008 719 408)
of 3 – 5 Sundercombe Street,
Osborne Park, Western Australia (“the Company”)

Print Full Name of Customer

ACN

Address of Customer

State	Postcode
-------	----------

(“the Customer”)

1. In consideration of the Company opening a trading account for the Customer (“account” or “accounts”) and supplying goods and credit facilities to the Customer the Customer covenants and agrees with the Company to be bound by the Terms.
2. In this application:
“the Company” means Roy Galvin & Co Pty Ltd and includes any holding company, subsidiary or related body corporate (as the expression is defined in the Corporations Law) of the Company, any business owned or operated by the Company and the successors, transferees and assigns of any one or more of the companies or entities herein described.
“Customer” means the customer described above and its successors in title, transferees and assigns.
“this application” or “this agreement” means this application for commercial credit including any schedules and annexures as the same from time to time may be varied, amended or supplemented.
“goods” means and includes all services and goods of every kind including (but without limiting the generality of the foregoing) products, equipment, fixtures, merchandise, supplied or delivered the Customer by the Company, the Company’s manufacturers, agent or supplier, or any of them.
“purchase price” means the price stated in any delivery docket, invoice or statement rendered by the Company to the Customer in respect of goods supplied or delivered to the Customer by the Company, the Company’s manufacturers, agent or supplier or any of them or if no price is stated therein the Company’s normal selling price applicable to the goods as notified by the Company to the Customer from time to time.
“schedule” means the schedule to this application.
“Terms” means the terms and conditions set out in this application.
3. The Customer warrants and covenants to the Company that the information in the schedule is true and correct and complete in every particular and by its execution of this application accepts and agrees to the Terms.
4. The Customer shall pay in full the purchase price together with any goods and services tax as stated in any invoice or statement rendered by the Company for goods delivered or supplied either by no later than the last working day of the month immediately following the month of delivery or supply or by the time stated for payment in any delivery docket, invoice or statement issued by the Company to the Customer, whichever date is the earlier (“the due date”). The Company may withhold supplies of goods if the account is overdue or unpaid whether in whole or in part. If the Customer fails to pay any monies payable to the Company on the due date then all monies owing by the Customer to the Company shall immediately become due and payable.
5. If the Customer shall fail to pay the Company the purchase price or any part of it on the due date then the Customer shall pay interest on that money or on so much of it as shall remain unpaid from and including the due date or dates for the payment of such money until the same shall be paid in full and such interest is to accrue from day to day. For the purpose of this clause “interest” means current bank overdraft rates.
6. The Customer shall indemnify the Company against and reimburse the Company for, all costs, stamp duty, debt collection agency costs and commissions, legal expenses on a solicitor client basis and other expenses and costs incurred by the Company in respect of this application and any recovery or attempted recovery of either the purchase price (whether in whole or part) or possession of the goods.
7. A notice signed by an officer (as defined in the Corporations Law) of the Company stating the amount payable to the Company pursuant to this agreement at a particular date shall be conclusive evidence of the amount of the debt owing by the Customer to the Company.
8. The Company may at any time or from time to time without reason close the account or refuse to extend any further credit to the Customer. The Company’s approval of this application shall not oblige the Company to extend to the Customer credit at all or in any particular amount.
9. Where two or more persons constitute the Customer their liability shall be joint and several.
10. The Customer shall immediately notify the Company in writing upon any change of the proprietors, shareholders or directors of the Customer or any information set out in the schedule, of such change, and the Customer shall indemnify the Company for any loss arising from the Customer’s failure to so notify.
11. The supply of goods by the Company shall be governed by the laws of Western Australia and the Company and the Customer agree to submit to the non-exclusive jurisdiction of the Courts located in Perth Western Australia.
12. The Customer shall not withhold payment of the purchase price or any other monies owing to the Company on the ground of any counterclaim which is disputed by the Company.

13. Any notice or demand required to be served, given or made under this agreement shall be sufficiently served on the Customer or the Company if addressed to the Customer or the Company (as the case may require) and posted by ordinary mail addressed to the addressee at its usual or last known place of business and shall be deemed served two days after having been posted.
14. The Customer charges in favour of the Company all the estate and legal or beneficial interest in any land owned or in the future acquired by the Customer from time to time with payment of all monies now owing or hereafter owing or to become owing in relation to the supply of the goods.
15. The Customer hereby undertakes to execute and to procure the execution by the intended guarantor(s) (if any) at its own cost (whenever called upon so to do) a proper legal form of security including but not limited to a legal mortgage to the Company of any land owned by the Customer or the intended guarantors, a registrable charge over the Customer's assets, a goods and chattel mortgage, banker's guarantee, credit insurance policy or other security acceptable to the Company to secure all monies for the time being due or to become due to the Company in relation to the supply of goods. The said security shall be in a form and contain such powers and provisions as the Company shall reasonably require.
16. If in the opinion of the Company the security provided by the Customer pursuant to clause 15 hereof is diminished in value at any time or withdrawn, the Company may at any time close the account or refuse to extend any further credit to the Customer.
17. The Customer waives any claim for shortage of any goods delivered if a claim in respect thereof has not been lodged with the Company within 7 days from the date of receipt of the goods by the Customer.
18. The Company shall not be liable for late delivery or non-delivery of goods and under no circumstances shall the Company be liable for any loss, damage or delay occasioned to the Customer or its customers arising from late or non-delivery of goods.
19. The Company is not responsible for any loss or damage to goods in transit. The Company shall render to the Customer such assistance as may be necessary to press claims on carriers in relation to the loss or damage to goods in transit.
20. Any property of the Customer under the Company's custody or control shall be entirely at the Customer's risk as regards loss or damage caused to the goods or by them.
21. If by reason of any fact, circumstance, matter or thing beyond the reasonable control of the Company, the Company is unable to perform in whole or in part any obligation under this agreement, then the Company shall be relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and shall not be liable to the Customer in respect of such inability.
22. The Customer acknowledges that the Company does not make any representations or warranties regarding the goods or any matter which is or might be relevant to the Customer buying or selling the goods other than the representations or warranties expressed in this agreement.
23. Until the Customer has paid the Company in full the purchase price for all goods delivered or supplied by the Company to the Customer the following shall apply:
 - 23.1 ownership of and title to all the goods shall not pass to the Customer and the Customer shall hold the goods and each of them on a fiduciary basis and as bailee for the Company;
 - 23.2 the Customer shall store the goods separately from other items and in a manner which clearly identifies the goods as the Company's property;
 - 23.3 the Customer acknowledges that if it sells any of the Company's goods, it sells the goods as a fiduciary agent of the Company provided that such sale shall not give rise to any obligation on the part of the Company.
 - 23.4 the risk of the goods shall pass to the Customer upon delivery or supply of the goods to the Customer and the Customer agrees to indemnify the Company against all claims demands suits actions for loss or damage howsoever caused by or arising from handling storage transport display or use of the goods after the same have been delivered or supplied to the Customer;
 - 23.5 if the Customer does not pay for any of the goods on the due date, the Company is irrevocably authorised by the Customer to enter the Customer's premises (or any other premises under the control of the Customer or as agent for the Customer if the goods are stored at such premises) and use reasonable force to retake possession of the goods without liability for trespass or any resulting damage. The Customer agrees to indemnify and save harmless the Company for all claims by causes of action which may arise by the Company retaking possession and the Customer agrees to pay the Company's costs of retaking possession. The Company shall be entitled and not obliged to resell any goods repossessed pursuant to the provisions of this subclause;
 - 23.6 the Customer shall not pledge or in any way charge by way of security or any indebtedness any of the goods which are the property of the Company. Without prejudice to any other rights of the Company if the Customer does so all sums whatever owing by the Customer to the Company shall forthwith become due and payable;
 - 23.7 notwithstanding the provisions above the Company shall be entitled to maintain an action against the Customer for the purchase price.
24. If the Customer is entering into this agreement as trustee of a trust, then the Customer represents and warrants to the Company that the Customer is liable both personally and in its capacity as trustee and the Customer has power and authority as trustee of the trust to enter into this agreement and is doing so for a proper purpose. Further the Customer is entitled to be indemnified fully out of the trust property for its liabilities and obligations as trustee under this agreement before the claims of the beneficiaries.
25. The Terms shall apply to all agreements for the purchase of goods by the Customer from the Company subject always to any additional terms and conditions contained in any other relevant agreement or agreements between the Company and the Customer. If any of the provisions of such agreements are inconsistent with the terms of this application then the terms of this application shall prevail.
26. The Customer authorises the Company to obtain from credit reporting agencies and other credit providers, personal and commercial information relating to the Customer for the purpose of assessing this application for credit and collecting overdue payments. The Customer also authorises the Company to give information on the Customers credit worthiness with the Company as allowed by the Privacy Act 1988 to credit reporting agencies and other credit providers.

Date of this Application

Day of	200
--------	-----

Details and signatures of all :

(tick box) Directors Partners Proprietors

Signed as a Deed by Applicant (Applicant to sign here)
--

Signed by Witness (Witness to sign here)
--

Applicant also to complete the following:
Applicant to print name:
Applicant address:
State Postcode

Witness also to complete the following:
Witness to print name:
Witness address:
State Postcode

Signed as a Deed by Applicant (Applicant to sign here)
--

Signed by Witness (Witness to sign here)
--

Applicant also to complete the following:
Applicant to print name:
Applicant address
State Postcode

Witness also to complete the following:
Witness to print name:
Witness address:
State Postcode

Note: If this application is completed by a Company then this application should be executed by the applicant company under seal.

The Common Seal of _____ Pty Ltd
(insert name here)

(ACN _____)
was here unto affixed by authority of
the directors in the presence of:



Director

Director / Secretary

APPLICATION FOR 30 DAY CREDIT ACCOUNT

ROY GALVIN & CO PTY LTD

ABN 85 008 719 408

DATE: PH: (BUSINESS)

ACCOUNT NAME: PH: (MOBILE).....

OWNERS NAME & ADDRESS (IF CO - DIRECTORS) FAX NO:

..... ABN NO:.....

POSTAL ADDRESS:.....

..... POSTCODE:.....

BUSINESS ADDRESS:.....

..... POSTCODE:.....

EMAIL ADDRESS:..... WEBSITE:.....

CLIENT INSTRUCTIONS - ORDER NO.'S: REQ NO.'S: JOB NO.'S:

PERSONNEL WHO ARE EMPOWERED TO PURCHASE

OCCUPATION / TRADE: (PLEASE TICK)

COMMERCIAL PLUMBER: HOUSING: MAINTENANCE: DRAINER: OTHER NOMINATE

GAS INSTALLER: BUILDER: ROOF PLUMBER: MECHANICAL SVC:

BANK (NAME):.....

FINANCIAL DETAILS (ASSETS ETC):

HOUSE/LAND:.....

LEASED ASSETS:

PTY. LTD. AUTHORISED CAPITAL PAID UP CAPITAL:.....

CREDIT REFERENCES: 1) Phone No: Fax No:.....

2) Phone No: Fax No:.....

3) Phone No: Fax No:.....

SUBCONTRACTING TO:

ESTIMATED MONTHLY PURCHASES:.....

INTRODUCED BY:..... APPROVED BY:

PLEASE SIGN THIS APPLICATION ON THE PREVIOUS PAGES

WHERE THE APPLICANT IS A COMPANY THE GUARANTEE MUST BE COMPLETED

COMPUTER DATA - OFFICE USE ONLY

NAME _____

ADDRESS _____

ACCOUNT _____ PHONE: _____ B/C: _____ POST: _____

LIMIT: _____ ORDER: REQ: JOB: