

CREDIT ACCOUNT APPLICATION

Business Name: _____ ("Customer")

Trading Name: _____ ABN: _____

Are you: Company Sole Trader Partnership Trustee Gov't / Statutory Body

Credit Requested \$ _____ p/mth Website: _____

Postal Address: _____

Suburb _____ State _____ Postcode _____

Business Address: _____

Suburb _____ State _____ Postcode _____

Office Phone: _____ Fax: _____ E-mail: _____

Accounts Contact Name: _____ Phone: _____ Email: _____

Name (Directors <input type="checkbox"/> Proprietors <input type="checkbox"/>)	Address	Mobile	Email
_____	_____	_____	_____
_____	_____	_____	_____

Credit References

1. _____ Phone: _____ Fax: _____

2. _____ Phone: _____ Fax: _____

3. _____ Phone: _____ Fax: _____

For marketing purposes, please advise how you heard about Stainless Steel Drainage & Civil:

Word of Mouth Yellow Pages Existing Customer Google Radio Other _____

Accounts are due and payable within thirty (30) days of invoice.

Credit may be cancelled / suspended without notice if accounts not paid by the due date.

The Customer applies for and the Guarantors (if applicable) request SSDC Trading Pty Ltd trading as Stainless Steel Drainage & Civil ("Seller") to open a credit account in the name of the Customer and to supply goods and/or services to the Customer and agrees to be bound by the following "Conditions of Quotation and Sale", which if this application is approved, shall continue for the duration of the period during which the goods are supplied on credit to the Customer and until such time any and all debts owing are paid in full.

Dated this _____ day of _____ 20 ____

Authorised Signature/s _____

Please print name/s _____

GUARANTEE (Required if Customer is a Pty Ltd Company)

I/We, being Director/s of the above company, in consideration of the Seller granting credit to the Customer HEREBY JOINTLY AND SEVERALLY guarantee to the Seller the due payment of all debts to be paid by the Customer, irrespective of amount, AND IT IS AGREED that this shall be a continuing guarantee and shall not be in any way affected by any time of other indulgence granted by the Seller to the company and that the guarantee shall bind me/our personal representatives.

Executed as a Deed this: (Signature) _____

_____ day of _____ (Print Name) _____

20_____ (Witness) _____

CONDITIONS OF QUOTATION AND SALE

1. These conditions apply whether Goods and/or Services are supplied on credit or on a cash sale basis.
2. The extension of credit to the Customer shall be at the sole discretion of the Seller and subject thereto and unless otherwise stated the terms of payment shall be Nett cash within 30 days of the date of invoice. In the event of payment being received beyond the agreed period, the Seller reserves the right to charge interest at the rate of 15% per annum.
3. Every quotation is subject to withdrawal, correction or alteration at any time prior to the Seller's acceptance of the Customer's order. Prices are subject to Customer's order being for the whole quantity mentioned in the quotation unless otherwise negotiated.
4. Orders placed for goods which are to be specially manufactured, specially imported, or specially indented by the Seller shall not be cancelled without prior approval in writing from the Company. The Company shall be entitled to charge a cancellation fee which shall reflect all costs incurred or payable as a result of such cancellation
5. Whilst every endeavour will be made to effect delivery by the date given, the Seller shall not be liable to penalties or damages (either direct or indirect) for failure to deliver due to causes beyond the Seller's control.
6. All goods supplied are covered by such warranty as is specified by the manufacturer
7. It is the responsibility of the Customer to satisfy themselves that the goods supplied are of the description, quality and character ordered & suitable for the purpose for which they are required. Subject to any legislation to the contrary, the Seller shall not be liable for any loss or damage direct or indirect howsoever arising from the sale or from the failure of the Customer to do so
8. The Customer will be responsible for immediate examination of the goods after arrival at the place of delivery and the Seller shall, except as may otherwise be provided by law, not be liable for any claim to which it would otherwise be liable in respect of missing or damaged goods including goods damaged in course of transit unless particulars of such a claim are notified to the Seller in writing within three (3) working days after the arrival of the goods at the place of delivery.
9. No returns will be accepted without prior approval from the Company. Credit for goods returned after fourteen (14) days from date of invoice will be subject to a reduction of 10 per cent (10%) of that invoice value to cover handling or restocking expenses. No credit will be allowed on any item especially obtained, imported or cut to order or on handling or delivery charges
10. To the extent that Goods or Services supplied by the Seller are not goods or services of a kind ordinarily acquired for personal, domestic or household use and the Customer is deemed to be a consumer for the purposes of section 64A of the Australian Consumer Law, the Customer agrees that the Seller's liability for a failure to comply with a consumer guarantee that the Customer may have a benefit under the Australian Consumer Law (other than a guarantee under ss51, ss52 and/or ss53, is limited to, at the option of the Seller, one or more of the following:
 - a. replacement of the goods;
 - b. the repair of the goods;
 - c. the payment of the cost of replacing the goods or of repairing the goods
 - d. the supply of the Services again;
 - e. the payment of the cost of having the Services supplied again.
11. To the maximum extent permitted by law, the Seller's total liability arising out of or in connection with its performance of its obligations pursuant to these Conditions or arising out of or in connection with the supply of specific Goods or Services (including pursuant to or for breach of these Conditions or repudiation thereof, under statute, in equity or for tort, including negligent acts or omissions) is limited as follows:
 - a. the Seller shall have no liability to the Customer for any Consequential Loss;
 - b. the Seller's total aggregate liability for Loss, however arising, shall not exceed the GST exclusive aggregate price paid, or to be paid, by the Customer to the Seller for the specific Goods or Services that gave rise to the Loss in question. The limitations and exclusions in this sub-clause do not apply to the extent that any Loss is directly attributable to:(i) the personal injury or death caused by the Seller's default, breach of these Conditions or negligence; or (ii) fraud by the Seller.Each party must take reasonable steps to mitigate any Loss it suffers or incurs.
12. To the full extent permitted by law, but subject always to the above terms, all conditions, warranties and representations not expressly contained herein are hereby expressly negated and excluded.
13. If the Seller has any liability to pay Goods and Services Tax (GST) on the supply of any Goods or Services to the Customer, the Customer must pay to the Seller an amount equivalent to the GST liability of the Seller at the same time as the consideration is paid for the Goods or Services (unless the consideration for that supply is expressed specifically to be GST inclusive)
14. Risk in relation to any Goods passes to the Customer on delivery of the Goods. Delivery of Goods will be at the Seller's premises on collection of the Goods by the Customer, its employees, agent or contractors. If the Seller has expressly agreed to ship the Goods, risk in the Goods passes immediately on delivery of the Goods to the Customer's designated place of delivery by the Seller or its agent.
15. The Seller retains legal and equitable title in any Goods supplied to the Customer until payment in full for or in connection with the supply of the relevant Goods has been received by the Seller until such time as which:
 - a. the Customer must keep the Goods safe and free from deterioration, destruction, loss or harm, clearly designate the Goods as the property of the Seller, store them in such a way they are clearly identified as the property of the Seller and keep full and complete records of the physical location of the Goods and the ownership of the Goods by the Seller.
 - b. The Seller is irrevocably entitled at any time to inspect or to recover and retake possession of such Goods. In order to exercise such entitlement, the Seller and its agents are irrevocably authorised to enter any of the Customer's premises or vehicles or those of any third party. The Customer agrees to obtain the consent of any such third party to such entry by the Seller and to indemnify the Seller and its agents for any liability arising from any entry upon such third parties' premises or vehicles. The Seller and its agents agree to take all reasonable care in removing the Goods from such premises or vehicles but, to the extent this liability may be disclaimed by law, are not liable for any damage or injury to such premises caused by the removal of the Goods.
 - c. This reservation of title and ownership is effective whether or not the Goods have been altered from their supplied form, or commingled with other goods
16. The retention of title arrangement described in clause 16 constitutes the grant of a purchase money security interest by the Customer in favour of the Seller in respect of all present and after acquired Goods supplied to the Customer by the Seller. The Customer must immediately, if requested by the Seller, sign any documents, provide all necessary information and do anything else required by the Seller to ensure that the Seller's purchase money security interest is a perfected security interest. The Customer will not enter into any security agreement that permits any other person to have or to register any security interest in respect of the Goods or any proceeds from the sale of the Goods until the Seller has perfected its purchase money security interest. For any Goods supplied that are not goods that are used predominately for personal, domestic or household purposes, the parties agree to contract out of the application of ss 95, 118, 121(4), 130, 132(4), 135, 142 or 143 of the PPSA in relation to the Goods. The Customer hereby waives any rights the Customer may otherwise have to:
 - a. receive any notices the Customer would otherwise be entitled to receive under ss 95, 118, 121, 130, 132 or 135
 - b. apply to a Court for an order concerning the removal of an accession under section 97
 - c. object to a proposal of the Customer to purchase or retain any collateral under ss 130 and 135
 - d. receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating to any security interest the Seller may have in Goods supplied to the Customer from time to time.For the purposes of this clause "PPSA" means the Personal Property Securities Act 2009. The expressions "accession", "collateral", "financing statement", "financing change statement", "security agreement", "security interest", "perfected security interest" and "verification statement" have the meanings given to them under, or in the context of the PPSA. References to sections are to sections of the PPSA.
17. The Seller will comply with the National Privacy Principles in all dealings with Customer. Information on our privacy policy is available on request.
18. This Agreement constitutes the entire agreement between the parties and supersedes any prior expressions of intent or understanding with respect to this transaction.
19. If any provision of this Agreement is found to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions is not in any way affected.