



APPLICATION FOR CREDIT FACILITIES

CREDIT PROVIDER

ALL U WANT BUILDING SUPPLIES PTY LTD ACN 116 255 648
of 80 Albert St, Preston 3072
Telephone: 9470 2855
Fax: 9470 2866
E-mail: office@auwbs.com

APPLICANT

..... (Full name of Applicant)

ACN (applicable)..... ABN

Postal Address:

Business Address:

Telephone No: Facsimile No:.....

E-mail Address:

Contact Person regarding Account:

Amount of credit required per month:

Directors (if Applicant is a company):

..... Full name of Director 1

..... Address of Director 1

..... Full name of Director 2

..... Address of Director 2

Terms & Conditions:

1. The Applicant makes application for credit facilities from the Credit Provider.
2. The Applicant agrees:
 - 2.1 To make a payment of amounts invoiced by the Credit Provider to the Applicant by no later than the end of the month during which the invoice is rendered by the Credit Provider to the Applicant;
 - 2.2 That if at any time payment of any money invoiced by the Credit Provider to the Applicant is overdue, the total of all amounts then owing by the Applicant to the Credit Provider become due and payable within seven (7) days of delivery of a statement by the Credit Provider to the Applicant;
 - 2.3 That if the Applicant defaults in the payment of any money payable by the Applicant to the Credit Provider it will pay interest on any money in default at a rate equal to four (4) percent per annum, compounding monthly, above the rate for the time being proscribed under the Penalty Interest Rates Act 1983.
3. Each of the Applicant and each of the Directors acknowledge that the Credit Provider may wish to check any credit references provided by each of the Applicant and each of the Directors, and:
 - 3.1 Authorise the Credit Provider of any credit reference provided by each of the Applicant and each of the Directors to provide to the Credit Provider such information as the Credit Provider may reasonably require concerning the financial position of each of the Applicant and each of the Directors;
 - 3.2 Consent to the Credit Provider obtaining personal information contained in any credit information file held concerning each of the Applicant and each of the Directors by a Credit Reporting Agency pursuant to the Privacy Amendment Act 1990.
4. If the Applicant is a company the Directors, in consideration of the Credit Provider providing credit facilities to the Applicant, at the request of the Directors (as is verified by their execution of this application):
 - 4.1 Guarantee to the Credit Provider the due and punctual observance and performance of the obligations of the Applicant;
 - 4.2 Pay on demand any amount which the Credit Provider is entitled to recover from the Applicant;
 - 4.3 As a separate and independent principal obligation, indemnify and hold the Credit Provider harmless from and against all liabilities, losses, damages, costs or expenses incurred or suffered by the Credit Provider as a result of default by the Applicant in the performance of the obligations of the Applicant to the Credit Provider or from any such obligations being unenforceable.

5.

- 5.1 Goods delivered by the Credit Provider to the Applicant (“the goods”) remain the sole and absolute property of the Credit Provider as legal and equitable owner until all money due to the Credit Provider from the Applicant on any account has been paid by the Applicant to the Credit Provider but are at the applicant’s purchaser’s risk from the time of delivery of the goods to it.
- 5.2 The Applicant acknowledges that it is in possession of the goods as bailee for the Credit Provider until they are sold by the Applicant to another party and property as between the Applicant and the other party is deemed to have passed.
- 5.3 Until delivery to a purchaser from the Applicant , the Applicant undertakes to store the goods on its premises separately from its own goods or those of any other person in a manner which makes them readily identifiable as goods of the Credit Provider.
- 5.4 The Applicant’s right to possession of the goods ceases if it does anything or fails to do anything which would entitle a receiver to take possession of any assets of the Applicant or which would entitle any person to present a petition for the winding up of the Applicant.
- 5.5 The applicant’s purchaser’s right to possession of the goods ceases if under the Corporations Act 2001 an administrator is appointed over the Applicant.
- 5.6 The Credit Provider may for the purpose of examination or recovery of the goods enter upon the premises where they are stored or where they are reasonably thought to be stored.
- 5.7 The entire proceeds of the sale of any of the goods by the Applicant must be held in trust for the Credit Provider and must not be mingled with any other money paid into any overdrawn bank account and must at all times be identifiable as the money of the Credit Provider.
- 5.8 Until the goods have been paid for in full the purchaser is at liberty to sell the goods in the ordinary course of its business as agent of the Credit Provider and must account to the Credit Provider for the proceeds of any such sales.
- 5.9 The Applicant warrants that it is not at the time of entering into this agreement insolvent and knows of no circumstances which would entitle any creditor to appoint a receiver or to petition for winding up or to exercise any other rights over or against its assets.
- 5.10 If any of these retention of title provisions are construed to be invalid or not enforceable in accordance with their terms all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with their terms.

Execution: I have read & agree with the terms & conditions:

*SIGNED on behalf of the Applicant by a person authorised to do so:

.....
Signature

.....
PRINT Full name

.....
Personal address

.....
Personal telephone

Should be signed by all directors & each signature should be witnessed:

**If the Applicant is a Company:*

**Execution by Director 1 Guarantor*

In the Presence of:

.....
Signature

.....
Signature

.....
Name in full

.....
Name in full

**Execution by Director 2 Guarantor*

In the Presence of:

.....
Signature

.....
Signature

.....
Name in full

.....
Name in full

**If the Applicant is a sole trader:*

.....
Signature

.....
Signature

.....
Name in full

.....
Name in full

.....
Personal address

.....
Personal address

.....

.....

Current Business or Trade references:

Name: #

Address: #

Contact: #

Telephone: #

Name: #

Address: #

Contact: #

Telephone: #

Name: #

Address: #

Contact: #

Telephone: #

Dated the _____ day of _____ 20__

Applicant:

.....
Signature of Applicant

.....
Signature of Applicant

.....
PRINT Name of Applicant

.....
PRINT Name of Applicant

.....
Address of Applicant

.....
Address of Applicant