

## Application for 30 Day Credit Account

Company Name: .....

Trading Name: .....

Registered Address of Business: .....

Delivery Address: .....

Postal Address of Business: .....

Full Names Residential Address and Phone Numbers of Directors/Partners

Sole Trader: ..... Partnership: ..... Company: ..... Other: .....

Purchasing Officer: ..... Email: .....

Telephone No: ..... Fax No: .....

Accounts Officer: ..... Email: .....

Type of Business: .....

Bank: ..... Branch: .....

ABN : ..... Year Business Commenced: .....

Name of three current trade references:

1. .... Tel. No. .... Fax No. ....

2. .... Tel. No. .... Fax No. ....

3. .... Tel. No. .... Fax No. ....

Estimated credit requirement Monthly ..... Annually .....

### **Terms of Trading**

That I/we will make payment of all amounts owed to United Fasteners WA Pty Limited no later than the end of the month following the month of purchase. I warrant that the above information is correct and I authorise United Fasteners to carry out all credit checks as is considered necessary.

Signature: ..... Position: .....

By the signature hereon, the applicant confirms and agrees that the standard conditions of sale as set forth in this application shall apply to all sales of goods by United Fasteners WA Pty Limited, to the applicant or to any person at the applicant's request.

Date: ..... Witness: ..... (Print Name) .....



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## TERMS AND CONDITIONS OF SALE

### 1. Terms of Payment

Net payment, with in 30 days from the end of the month in which the goods are purchased. Any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies including debt collection agency fees and solicitor's cost shall be paid by the Customer. Interest may be charged on accounts which remain unpaid for more than 60 days until payment is received in full.

### 2. Delivery

Where special freight requirements are requested the charges for freight will be the receiver's responsibility.

### 3. Claims

Any claims against United Fasteners WA Pty Limited must be made in writing within 7 days of delivery of the goods except claims for non-delivery which must be made in writing within 14 days from the date of invoice. All claims must refer to a relevant invoice number, date of invoice and reason for claims.

### 4. Returns

No freight charges for goods returned at the volition of the Purchaser shall be acceptable by United Fasteners WA Pty Limited unless authorised by United Fasteners WA Pty Limited in writing prior to the goods being returned. Goods returned for credit may be subject to a 15% handling fee.

The following goods cannot be returned for credit under any circumstances:

- a) Goods specially made, or purchased for the Purchaser;
- b) Goods damaged or altered in any way by the Purchaser.

### 5. Retention of Title

- a) Property in the goods shall not pass to the Purchaser until United Fasteners WA Pty Limited has received payment in full for the goods. If the Purchaser fails to make any payment when due or commences to be wound up or is placed under official management or becomes insolvent or bankrupt or commits an act of bankruptcy, it shall be lawful for United Fasteners WA Pty Limited without previous notice to repossess the goods and enter any premises for the purpose of such repossession.
- b) Until United Fasteners has received payment in full for the goods the Purchaser shall store the goods safely in such place and in such manner to ensure that they are capable of being clearly identified as the property of United Fasteners WA Pty Limited.
- c) Notwithstanding the provisions of paragraph (a) hereof where United Fasteners WA Pty Limited has not received payment in full for the goods the Purchaser shall be at liberty to sell and deliver the goods (or any part thereof) to a third party in the ordinary course of business that, should United Fasteners so require, the Purchaser will assign to United Fasteners WA Pty Limited all its rights in respect of the moneys owing by the third party to the Purchaser thereof.

**Company Name:** ..... **Date:** .....

**Signed By:** ..... **Witness:** .....

**Position Held:** ..... **Print Name:** .....



**APPLICATION FOR A 30 DAY CREDIT TRADING ACCOUNT**

**GUARANTEE**

IN CONSIDERATION of United Fasteners WA Pty Limited of Suite 503, 45 Lime Street, Sydney in the State of New South Wales (“the Seller”)

Agreeing to supply the following Company/Firm:

..... (“the Customer”) with goods on credit.

I/We .....

of .....

(“the Guarantor”) do hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in the future be or become due and payable to the Seller by the Customer on any account whatsoever AND I/WE DECLARE that this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by the Seller of time, credit or any other indulgence or concession to the Customer or the Guarantor or the waiver by the Seller of any breach by the Customer of its obligations to the Seller or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability of the Customer ceasing or becoming extinguished for any reason AND I/WE DECLARE that I/We will make due and punctual payments to the Seller upon demand being made by notice or letter given by the Guarantor and such demand or notice or letter shall be deemed to be fully made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above AND I/WE FURTHER DECLARE that the Guarantor shall pay all costs, fees, charges and expenses including legal costs of a Solicitor and own client basis incurred by the Seller of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained AND I/WE FURTHER DECLARE that if any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primarily liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Seller in respect of any failure by the Customer to make payment or perform or observe any covenant, obligation, term or condition of this Guarantee AND I/WE FURTHER DECLARE that the proper law of this Guarantee shall be the law of the State of New South Wales and that any proceedings to be taken by the Seller may be taken in the Courts of the State of New South Wales and the Guarantor hereby charges the assets of the Guarantor from time to time with their performance of the Guarantor’s obligations pursuant to this Guarantee.

AND THE GUARANTOR HEREBY DECLARES that I/we understand the nature and effect of the Guarantee and I/we have had the opportunity of obtaining independent legal advice before signing this Guarantee.

DATED this                      day of                      20

SIGNED by the Guarantor in the presence of: \_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness

Witness’ full name and address: \_\_\_\_\_

SIGNED by the Guarantor in the presence of: \_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness

Witness’ full name and address: \_\_\_\_\_