

CENTURION GARAGE DOORS PTY LTD

ABN 46 101 785 371

CREDIT APPLICATION AND TERMS OF TRADING AGREEMENT

NB: It is important that all information is supplied, as an incomplete form may delay a decision.



BUSINESS / COMPANY NAME: _____ **ABN #** _____

TRADING AS: (if applicable) _____ **ACN #** _____

BUSINESS ADDRESS: _____ **POSTAL ADDRESS:** _____

APPLICANT BUSINESS IS A: **COMPANY** / **PARTNERSHIP** / **SOLE TRADER** / **TRUST** (Please circle one)

CENTURION SALES PERSON: _____

TELEPHONE NUMBER: _____ **MOBILE NUMBER:** _____ **FAX NUMBER:** _____

EXPECTED MONTHLY TRADING: _____ **CREDIT LIMIT REQUIRED:** _____
(NB: Multiply your expected monthly trading by 3)

EXPECTED ANNUAL TRADING: _____

ACCOUNTS CONTACT NAME: _____ **EMAIL ADDRESS:** _____

TELEPHONE NUMBER: _____ **FAX NUMBER:** _____

TRADE REFERENCES: Please provide 5 trade references with whom you trade regularly and ensure that they provide monthly credit equal to or exceeding the credit you are requesting and that they have agreed to provide a trade reference to us on your behalf. Please provide accounts receivable office telephone numbers, not mobile telephone numbers.

NAME (1) _____ PHONE No _____ FAX No _____

NAME (2) _____ PHONE No _____ FAX No _____

NAME (3) _____ PHONE No _____ FAX No _____

NAME (4) _____ PHONE No _____ FAX No _____

NAME (5) _____ PHONE No _____ FAX No _____

BANK NAME: _____ **BRANCH:** _____

BUSINESS PREMISES: Are they **OWNED** / **RENTED** / **LEASED** (Please circle one)

HOW OFTEN DO YOU EXPECT TO USE OUR SERVICES? **WEEKLY** / **FORTNIGHTLY** / **MONTHLY** / **QUARTERLY** / **UNKNOWN** (Please circle one)

DECLARATION: (to be signed by an authorised officer of the Company/Business)

I/we declare that the information given above is correct and I/we hereby apply for credit facilities for the purchase of goods and services from Centurion Garage Doors Pty Ltd. I/we further declare that we have read these Terms and Conditions and hereby agree that all purchases will be governed by those terms and conditions. I/we also declare that our attention has been especially drawn to the section of these terms regarding payment terms and retention of title.

FULL NAME: _____ **SIGNED:** _____

POSITION/TITLE: _____ **DATE:** _____

FULL NAME: _____ **SIGNED:** _____

POSITION/TITLE: _____ **DATE:** _____

PLEASE ENSURE ALL 4 PAGES ARE SIGNED AND RETURNED

CREDIT ACCOUNT TERMS & CONDITIONS of SALE

Interpretation

In the interpretation of these terms and conditions:

- "Covenants" by more than one person shall be deemed to have been given jointly and severally.
- "Customer" means the Customer, and the customers of the Customer, and in the case of a partnership, each partner and his heirs, successors and personal representatives and in the case of a corporation, the customer and each director and guarantor and its and their successors, personal representatives and heirs as the case may be.
- "Goods" means all goods and chattels, all services, all charges for work and labour, hire charges, fees, service charges, repairs, materials or insurance charges associated with the supply by the Supplier
- "Supplier" means CENTURION GARAGE DOORS PTY LTD (ABN 46 101 785 371), its successors, assigns, related companies (within the meaning of the Corporations Act), sub-contractors, employees and agents.
- One gender includes the other gender.

1. Agreement

- a) The terms and conditions of this agreement constitute the contractual basis for the granting of credit by the Supplier to the Customer.
- b) Any quotation provided by the supplier is only an offer recommending a type, size and/or installation of product suitable for the particular job. This offer shall not become binding upon any party until such time as:
 - (i) it is accepted in writing by the Supplier and
 - (ii) the Customer has either paid any deposit required or has successfully applied for Credit
- c) The Customer and Supplier agree that these Terms and Conditions along with any quotation provided by the Supplier constitutes the whole agreement between the parties and supersedes all previous written and verbal communication
- d) These terms and conditions will apply irrespective of whether the whole or part only of a quotation is accepted by the Customer notwithstanding any alterations pursuant to the terms hereof in prices, description or quality of product or materials or otherwise.
- e) The parties agree that the Customer is not entitled to any credit facilities until the Customer receives a confirmation from the Supplier ("the Notice") that the Customer's application for credit has been accepted.
- f) The signatories to this agreement warrant that:
 - (i) they are duly authorised by the Customer to apply for credit on the Customer's behalf and to execute this agreement for and on behalf to the Customer; and
 - (ii) the information supplied by the Customer is, for the purposes of obtaining credit true and accurate in all respects.

2. Variations

- a) Once an order has been accepted by the Supplier it may not be altered, varied, modified or cancelled without the written consent of the Supplier and then upon further terms and conditions as shall be specified by the Supplier.
- b) The details of any quotation given maybe subject to any alteration or preparation to be carried out by the Customer as specified on that quotation. If such alteration should cause additional costs to the Supplier, these costs are to be borne by the Customer.

3. Terms of Credit

The following terms apply once credit has been granted:

- a) The Customer shall make payment of all the Supplier's invoices in full within 30 days from end of month.
- b) The Supplier, at its discretion, may invoice the Customer for goods manufactured for the Customer and held in stock where the Supplier has been unable to deliver the goods to the Customer due to circumstances beyond the control of the Supplier.
- c) All prices quoted to the Customer by the Supplier are subject to change without notice.
- d) The Customer shall make payment for the goods notwithstanding any minor or inconsequential defects or deviations from the specifications that do not affect the performance of the goods.
- e) Retention will not be accepted on any amounts regardless of any terms and conditions that may be applicable to the Customer
- f) All money payable by the Customer under this agreement shall be paid free and clear of any and all deductions, set-offs or counter-claims.
- g) If the Customer defaults in the payment of any account, then:
 - (i) the Supplier shall invoice all manufactured goods held in stock for the Customer which invoices shall become immediately due and payable.
 - (ii) all monies due to the Supplier shall immediately become due and payable and shall be paid by the Customer immediately on the Supplier's demand;
 - (iii) the Supplier is entitled to charge interest on the overdue amount, at the rate of **10%** pa – compounding daily, from the due date for payment;
 - (iv) any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies due to the Supplier by the Customer under this Agreement, or enforcing any of the terms and conditions that are to be performed by the Customer under this Agreement, or undertaking or exercising any of the rights due to the Supplier under this Agreement or at law, including but not limited to any debt collection agency fees and solicitors' costs calculated on a solicitor and own client basis, shall be paid by the Customer;
 - (v) the Supplier may terminate, without notice, any credit arrangement with the Customer; and
 - (vi) enter any premises where the goods may be stored and/or installed from time to time (with or without others) and to retake possession of the goods, and the Customer hereby indemnifies the Supplier against any claim, action or damages arising out of any such action and against the cost of such action.

4. Retention of Title

- a) Goods supplied to the Customer shall remain the sole and absolute property of the Supplier as legal and equitable owner and no person shall be entitled to use, dispose of or otherwise deal with, the goods in any way which is inconsistent with the Supplier's rights or these Terms until such time as all money due to the Supplier has been paid by the Customer.
- b) The Customer acknowledges that it is in possession of all goods supplied on credit, as bailee for the Supplier until payment in full has been received by the Supplier.
- c) The Customer undertakes to:
 - (i) store such goods on its premises separately from its own goods or those of any other person; and
 - (ii) in a manner which makes them readily identifiable as the Supplier's goods; and
 - (iii) ensure that the goods are properly stored, protected and insured for their full insurable value against loss or damage by fire, theft, accident and other such risks.
- d) The Customer's right to possession of such goods shall cease, and the Supplier will be entitled to repossession of any goods not paid for in full, if the Customer does anything or fails to do anything which would result in the following:
 - (i) the Customer failing to comply with any of the Terms;
 - (ii) the Customer ceasing to carry on business;
 - (iii) the Customer going into liquidation, official management or some other form of insolvency administration;
 - (iv) the Customer filing for bankruptcy;
 - (v) the Customer making a scheme or compromising with its creditors.
- e) The Customer grants the Supplier reasonable access during business hours to the premises at which the goods are stored or installed in order to inspect the goods, or to retake possession of them in accordance with this agreement. In the event that the Supplier so enters premises, the Customer hereby irrevocably indemnifies the Supplier against any claim that may be brought against the Supplier for trespass or for any damage done to such premises by the Supplier.
- f) The Supplier may resell any goods retaken in accordance with this agreement.
- g) The Customer shall hold the entire proceeds of goods supplied under credit in trust for the Supplier and the proceeds shall not be mingled with any other money or paid into any overdrawn bank account and shall at all times be identifiable as the Supplier's money.
- h) The Customer 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.
- i) The Customer shall notify any person seizing the goods or any part of them of the restrictions contained in this Retention of Title clause.
- j) The Customer shall place and keep displayed on the goods a notice containing, in plain and legible print, a statement that the Supplier is the owner of the goods and a statement of the restrictions contained in this Retention of Title clause.
- k) The Supplier may assign or sub-contract its rights and obligation under this agreement without notice to the Customer.

5. Installation

Unless specifically noted to the contrary on any quotation;

Signed _____

- a) All quotations are based on the assumption that ample side room and head room will be available for the installation of the product. Should any modification be required to the building structure or the construction of the product, these are not included in any quoted price and will be the responsibility of the Customer.
- b) Where any products are to be installed by the Supplier adequate solid fixing for the product must be provided by the Customer. It is not the Supplier's responsibility to assess the suitability of fixing prior to installation. Any additional works or specialised fixings required will be at the expense of the Customer. In particular, erections to steel columns, the provision of special plate work for bracket supports and the welding of these plates must be provided unless otherwise specified.
- c) Where any item quoted is a non residential product and is to be electrically operated the mounting of the control station, setting of limit switches, and all electrical wiring must be carried out by a licensed electrician at the Customer's expense.
- d) In the case of residential products; installation of power outlets for electrical openers must be carried out by a licensed electrician at the Customer's expense.
- e) In the event that electrical & light fittings require removal or relocation to allow installation this must be carried out by a licensed electrician at the Customer's expense.
- f) For the purpose of installation work, it will be necessary for a 240 volt supply to be available within 20m of the opening to facilitate welding and the use of power tools where applicable.
- g) The Purchaser agrees and undertakes to provide full unfettered access to the site for the duration of the works including any maintenance that may be required.
- h) All relevant measurements provided by the Customer are to be guaranteed by the Customer and it is the Customer's responsibility to advise any variations in writing before manufacture of the products. The costs of all variations occur due to any change in measurements will be at the expense of the Customer
- i) No allowance for any special site allowances, conditions or inductions required have been allowed.
- j) The Supplier will use reasonable care, the Supplier and its Installers will not be responsible for the failure, cracking or collapsing, from any cause whatsoever, of any masonry or rendered surfaces.

6. Finishes

- a) The Customer acknowledges that garage doors and accessories are manufactured from pre-painted sheet metal which is subject to scratching and denting. The Customer acknowledges the Supplier's right to make good scratches and dents by repairing dents and/or touching up painted surfaces.
- b) Timber garage doors are manufactured from Natural Products and as such variations in timber colour and grain will be experienced. The Customer acknowledges that the Supplier will not be liable for such variations in colour and grain.
- c) Fingersafe ® in the Supplier's documentation refers to its range of standard range of colorbond sectional overhead doors and does not relate to any other door type.
- d) As products may be manufactured from different batches of pre-painted steel the Supplier does not guarantee colour matches but provides and will assist the customer with guarantees provided to the Supplier from its steel supplier.
- e) The Customer accepts any quotation is for the Supplier's standard specification product, details of which are available from the Supplier and any variation from this standard specification will be at additional cost to the Customer.
- f) In the interest of ongoing product improvement the Supplier reserves the right to vary its specification without prior notice. Such change in specification does not obligate the Supplier to modify any product supplied previously to the revised specification standards.

7. Risk

Risk in the goods passes to the Customer upon the earlier of:

- a) actual or constructive delivery of the goods to the Customer; or
- b) collection of the goods from the Supplier or any bailee or agent of the Supplier by the Supplier's agent, carrier or courier.

8. Return of Goods

- a) Goods which have been specifically manufactured for a Customer may not be returned for credit and receipt of such goods by the Supplier will not necessarily entitle the Customer to a credit.
- b) All goods returned will not be considered for warranty replacement or credit refund until they are processed and accepted by the Supplier.
- c) Claims against short delivery or damaged goods must be made in writing and received by the Supplier within 48 hours of the Customer receiving the goods.

9. Warranty

- a) The Supplier and Customer agree goods supplied are covered under the Supplier's standard Warranty Terms and Conditions, a copy of which is available from the Supplier or may be downloaded from www.cgdoors.com.au

10. Liability

The Customer does not have under any circumstances any cause of action against or right to claim or recover from the Supplier for, or in respect of, any loss or damage of any kind whatsoever, caused directly or indirectly by:

- a) any breach of these Terms; or
- b) any fact, matter or thing relating to the goods; or
- c) any error (whether negligent or in breach of contract or not) in information supplied to the Customer or a user before or after the date of the Customer's or user's use of the goods;
- d) any defect in material or workmanship of, or any other defect whatsoever in, or unsuitability for, any purpose of the goods or any part of the goods;
- e) any damage to property or persons through the operation of the Supplier's goods; or
- f) by default or negligence on the part of the Supplier or of any employee, contractor or agent of the Supplier or of any person for whom the Supplier has legal responsibility relating to the supply or performance of, or otherwise concerning goods or any part of the goods.

11. Force Majeure

- a) If by reason of any fact, circumstance, matter or thing, including but not limited to industrial disputes, default of suppliers, compliance with governmental order or request, sabotage, rebellion, fires, flood, breakdown of plant or machinery, beyond the reasonable control of the Supplier or the Customer either is unable to perform in whole or in part any obligation under this agreement that party is relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and is not liable to the other party to this agreement in respect of such inability.
- b) Any delays in or failure of performance of the Supplier shall not constitute default under this agreement or give rise to any claims for damages.

12. Intellectual Property

Copyright and all intellectual property rights in all drawings, reports, specifications, calculations and other documents provided by the Supplier in connection with the goods provided to the Customer shall remain the property of the Supplier.

13. Trusts

If the Customer acts as a trustee for a trust, the Customer enters into this agreement both on its own behalf and in its capacity as trustee for the trust. The Customer agrees to be bound by the terms of this agreement in its own capacity, and as trustee for the trust, and warrants and undertakes with the Supplier that:

- a) the trustee is empowered by the trust to execute this agreement and to do all things required by this agreement;
- b) there are no restrictions or conditions upon such activity by the trustee;
- c) all necessary meetings have been held and all necessary resolutions have been passed as required by the terms of the trust deed, to render this agreement binding on the parties;
- d) that the trustee has a right of indemnity from the trust to the assets of the trust for any action taken by the trustee on behalf of the trust, and the right of indemnity of the trustee has not been limited in any way; and
- e) the trustee is not in default under the terms of the trust.

Where any customer obtains credit for and on behalf of a trust without disclosure of the same, a disclosure is deemed to have been made and the assets of the trust are liable for all money due by the Customer to the Supplier.

14. Change of Ownership

- a) No later than 14 days prior to any proposed changes of ownership, shareholding, trustee, changes in registered particulars, or alteration to the ownership or structure of the business entity of whatsoever nature, the Customer shall notify the Supplier in writing of the changes and shall provide full details to the Supplier.
- b) The Customer shall remain liable for all accounts after such proposed changes unless the Supplier has acknowledged and accepted the proposed changes in writing.

15. Charge

- a) The Customer agrees to charge any land now owned, or acquired in the future, by the Customer to secure payment of all outstanding accounts and the Customer agrees to enter into a Mortgage over such land upon being required to do so by the Supplier.
- b) Any such security is to be prepared by the Supplier's solicitor on the terms and conditions that the Supplier's solicitor sees fit.
- c) The Customer further authorises the Supplier to register an absolute Caveat over any land now owned by the Customer or by the Guarantors, or in the future acquired by the Customer or the Guarantors, to secure any sum due under this agreement at any time during the continuance of this agreement.
- d) The terms and conditions of this agreement shall relate to any charge or security imposed by the Supplier on the Customer.

Signed _____

16. Variation of Terms of Trading

The Supplier shall be entitled to vary the agreement from time to time, by providing written notice of the change to the Customer, and the variation shall take effect from the date of notification of the change.

17. Privacy of Information

- a) To assess your application for credit, and if it is approved, to establish and manage your account, the Supplier needs to:
 - (i) collect personal information about the Customer in this Agreement; and
 - (ii) obtain the Customer's agreement in relation to handling this personal information.
- b) If the Customer does not provide the information requested or give the Customer's agreement to this the Supplier will decline the Customer's application for credit.
- c) In accordance with the Privacy Act, the Customer can access personal information held about it by the Supplier upon written request.
- d) In this clause "personal information" means information about the Customer, including credit worthiness, credit history and its use of the account with the Supplier.
- e) The Customer agrees that, subject to the Privacy Act, the Supplier and its agents may do the following (and if the application for credit is successful, this agreement continues until such time as the credit account is closed and paid in full):
 - a. Obtain credit reports about the Customer from credit reporting agencies and other credit providers.
 - b. Obtain personal information from a business that provides commercial credit worthiness information.
- f) Exchange any information the Supplier deems appropriate with other credit providers or potential credit providers, credit-reporting agencies and the Supplier's Debtor Insurer.
- g) The Customer also agrees that where the Customer has provided the Supplier with information about another individual in this application, the Customer will make sure that the individual is aware of:
 - a. the Customer supplying their information to the Supplier and the purposes why the Supplier has collected the information;
 - b. their ability to access that information in accordance with the Privacy Act (and to advise the Supplier if they think the information is inaccurate, incomplete or out of date); and
 - c. the Supplier's contact details.
- h) The Directors of the Customer make the same agreement with the Supplier, as does the Customer, as described in this clause.

18. Arbitration

- a) In the event of a dispute arising under this Agreement, either party may refer the dispute to arbitration. The party wishing to refer the matter to arbitration shall, by notice in writing ("the Notice"), advise the other of the intention to refer the matter to arbitration, and shall nominate an arbitrator. The other party shall, within seven (7) days, advise in writing as to whether the party accepts or rejects the nominated arbitrator, and in the event of the other party rejecting the nominated arbitrator, or not responding to the Notice within the 7day period as herein specified, then the matter shall be referred to arbitrator appointed by the President of the Law Society.
- b) Either party shall be entitled to be represented by a legal practitioner.
- c) The parties agree the agreed Arbiter decision shall be final and binding on all parties.
- d) The parties further agree that the arbitrator shall be entitled to award costs for the legal representation, and such costs shall be calculated on a solicitor own client basis.

19. Notices

Any notice to be served by one party on the other under this agreement must be in writing and is deemed to have been duly served if given:

- a) by mail, two (2) business days after it is posted where the party's last known address is in the Commonwealth of Australia
- b) by hand, at the time it is left at the party's last known place of residence or business; or
- c) by Email, upon receipt or if applicable upon receipt by the sender of the confirmation receipt; or
- d) by facsimile transmission, at the time of transmission to the party's last known facsimile number;
- e) or such earlier time if acknowledged by the receiving party.

20. Governing Law

This agreement shall be governed by the laws of Western Australia in force from time to time, and the parties agree to submit to the jurisdiction of the Courts of that State.

GUARANTEE

I/We in consideration of Centurion Garage Doors Pty Ltd agreeing to supply (**Business Name & Address**) _____

With goods on credit I/We hereby jointly severally agree with Centurion Garage Doors Pty Ltd as follows:

- (a) I/We hereby guarantee the due performance of the terms and conditions above appearing by the Customer and I/We hereby guarantee to you the payment of any monies advanced by way of credit to Customer.
- (b) This Deed shall be a continuing guarantee to the Supplier for all debts whatsoever of the Customer with the Supplier in respect of the goods to be supplied to it.
- (c) The Supplier shall be at liberty without notice to me/us at any time and without in any way discharging me/us from any liability hereunder to grant time or other indulgence to the said Customer and to accept payment from it in cash or by other means of negotiable instruments and to treat me/us in all respects as though I/We were jointly and severally liable with it to the Supplier instead of being mere surety for it.
- (d) The signatories to this guarantee agree that the Supplier may seek from a credit reporting agency a credit report containing personal information to assess whether, to accept them as Guarantors for the credit approved for or provided to the Customer in this application. The signatories agree that if the Supplier approves the Customers application for credit this agreement remains in force until the Customers liability within the Supplier ceases

Director's Full Name: _____ Signature: _____ Date: ____/____/____.

Director's Full Name: _____ Signature: _____ Date: ____/____/____.

Witness Full Name: _____ Signature: _____ Date: ____/____/____.

Office Use Only:

Existing Account Number: _____ Sales Representative: _____

Customer Group: _____ Buyers Group: _____

D.L. (S/G/P/FPL): _____

Application Checked By: _____

Special Conditions

Signed _____