



# CREDIT ACCOUNT APPLICATION

To be completed by applicants - Please complete all sections, read and sign the Trade Account Terms and Conditions

DATE	ACCOUNT NUMBER
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<b>Business Details</b>	
Are you a (Please circle)	
<b>Partnership</b>	
<b>Private Company</b>	
<b>Trustee</b> (Please provide the Full Name of the Trust)	
Name of Trust	
<b>Sole Trader</b> (Please provide your Full Name, Date of Birth and a copy of your Drivers Licence)	
Name	Date of Birth
<b>Company Name</b>	
ACN	ABN
<b>Trading Name</b>	
Date Business Commenced	
Nature of Business	
Business Address	
Postal Address	
Business Phone No	Home Phone No
Fax No	Mobile No
<b>Email Address</b>	
Business Premises (circle)    Rented    Leased    Owned    Buying	
Principle Contact	
Accounts Contact	
Credit Limit Request \$	



Full Name and Address of Owner/Partners/Directors or Trustee	
Name	
Home Address	
	Phone No
Name	
Home Address	
	Phone No
Name	
Home Address	
	Phone No
Name	
Home Address	
	Phone No

Trade References	
Business Name 1	
Phone No	Fax No
Business Name 2	
Phone No	Fax No
Business Name 3	
Phone No	Fax No
Business Name 4	
Phone No	Fax No

Please Note - Banks, Finance Companies and Personal References will not be accepted

How did you hear about Shepparton Building Supplies?
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# Shepparton Building Supplies

## Trade Account Terms and Conditions

These Terms and Conditions are applicable to all supply of Goods or Services by Shepparton Building Supplies. These Terms and conditions shall apply unless expressly varied by agreement in writing by Shepparton Building Supplies.

### 1. Definitions

**'Account Application'** means the application by the Customer for a credit account with SBS whether completed prior to or contemporaneously with the acceptance of these T&C.

**'Agreement'** means any agreement for SBS to supply Goods or Services to the Customer pursuant to these T&C and/or any Quote provided by SBS.

**'Charges'** means any charges incurred pursuant to the terms of these T&C including charges for excluded or additional services, interest and default.

**'Customer'** means the customer engaging SBS to provide services and/or supply goods.

**'Goods'** means Goods supplied by SBS to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the Tax Invoices, quotation, work authorisation or any other forms as provided by SBS to the Customer.

**'Guarantor'** means the person marked on these T&C or any associated Account Application as a Guarantor

**'Parties'** means SBS and the Customer.

**'PPSA'** means Personal Property Securities Act 2009 (Cth).

**'Price'** means the cost of the Goods as agreed between SBS and the Customer subject to Section 3 of these T&C.

**'SBS'** refers to Breecalara Pty Ltd (ACN 109 737 626) t/a Shepparton Building Supplies.

**'Services'** shall mean all services supplied by SBS to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

**'Quote'** means any document generated by SBS at the request of a Customer setting out the Price of Goods or Services.

**'T&C'** means these Terms and Conditions.

### 2. Application of Agreement

These T&C shall apply to any Agreement between SBS and the Customer, after acceptance of these T&C.

The Customer warrant and agree that:

- The Customer shall be deemed to have accepted these T&C, if the Customer submits any order or make a purchase using a credit account with SBS after receipt of these T&C or if they have previously signed an acknowledgement of these T&C;
- Upon acceptance of these T&C by the Customer these T&C are irrevocable by the Customer and can only be amended in accordance with the terms of these T&C;
- All future orders made by the Customer shall be deemed to be subject to these T&C unless varied in writing;
- any person listed on the Account Application is deemed to be appointed an appropriate nominee contact person, who shall have the authority and power to make decisions or agree to variations on behalf of the Customer;

- The Customer undertakes to give SBS at least fourteen (14) days notice of any change in the Customer's name, address and/or any other details;
- They have not relied on any warranty, representation or calculation made by SBS or any of its employees or agents which has not been expressly included in the T&C or the Quote;
- They authorise SBS and its representatives to access any land at all times to install, inspect, repair or remove goods and equipment supplied by SBS.
- All information and details set out in the attached Account Application form is true and correct.

SBS shall use reasonable care and skill to duly perform and discharge all its obligations in accordance with these T&C.

Where SBS determines it appropriate it shall have the right to sub-contract any of the services provided under these T&C, but shall remain fully liable for the due performance of its obligations under these T&C.

Quotes shall be valid for thirty (30) days only, unless accepted.

### 3. Prices and Payment

The Customer warrant and agree to pay the Price as marked on any Goods at SBS's business premises, set out in any quote supplied or as indicated on any Tax Invoice provided in respect of Goods supplied to the Customer.

SBS reserves the right to vary the Price in the event of a variation to a Quote and to charge a deposit on any orders by the Customer.

All payments shall be made by the date stated on the Tax Invoice or in any other document provided by SBS. If no time is stated then payment shall be due thirty (30) days from the end of month of the date of the Tax Invoice and shall be due by 4pm on the due date.

Payment must be made by cash, cheque, bank cheque, credit card (plus a surcharge of up to 2% of the Price), EFT, or by any other method as agreed to between the Customer and SBS in writing.

### 4. Delivery

Delivery of the Goods shall be deemed to have taken place when:

- (a) the Customer takes possession of the Goods at SBS's address; or
- (b) the Customer takes possession of the Goods at the Customer's nominated address (in the event that the Goods are delivered by SBS or SBS's nominated carrier); or
- (c) the Customer's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Customer's agent.

At SBS's sole discretion the costs of delivery may be claimed from the Customer in addition to the Price or be applied to the Customer's credit account as a Charge.

The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then SBS shall be entitled to charge a reasonable fee for redelivery.

Delivery of Goods to a third party nominated by the Customer is deemed to be delivery to the Customer pursuant to these T&C.

The failure of SBS to deliver shall not entitle either party to treat this contract as repudiated.

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### 5. Title Risk and Confidentiality

All interest in and title to any Goods supplied or delivered by SBS will remain with SBS and will not pass to the Customer until all Prices and Charges have been paid in full.

Risk in and to any Goods supplied will pass to the Customer upon delivery to the Customer or installation of the Goods.

Each of the Parties to these T&C, their employees, agents or contractors shall not disclose any information received in confidence and shall keep Confidential all information, documents and material relating to these T&C and any Quote unless permission is granted for the release or where required to do so by a court of law.

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### 6. Dispute Process

Any claim that a services or obligation has not been rendered or Goods delivered in accordance with these T&C, must be communicated promptly to SBS. The Customer must set out in writing the details of any breach.

The Customer shall inspect the Goods on delivery and shall within forty-eight (48) hours notify SBS of any alleged defect, shortage in quantity, damage or failure to comply with the description, Order or Quote. The Customer shall afford SBS an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer fails to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which SBS has agreed in writing that the Customer is entitled to reject, SBS's liability is limited, at SBS's discretion, to either replacing or repairing the Goods.

Any claims against SBS by the Customer shall be deemed to be waived and absolutely time barred upon the expiry of one (1) year from the issue of a final Tax Invoice.

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### 7. Default

In the event that the Customer fails to pay the Price or Charges owing pursuant to these T&C within the payment terms or breaches any of the warranties herein, the Customer shall be in default.

In the event of a default SBS shall be entitled, to any or all of the following agreed reasonable default charges, in addition to the Price and Charges to charge:

- interest at the applicable rate as set out in 'Schedule 1' on any amount outstanding, such interest shall compound

monthly at such a rate after as well as before any judgment;

- an Administration Price as set out in 'Schedule 1' for each letter, Reminder or Re-Render Notice issued,
- a monthly Administration Price for Account Keeping, as set out in 'Schedule 1', for any accounts that remain outstanding after the due date;
- the cost of lodging any caveat or registering or recording any PPSA Security Interest granted herein.

SBS shall further be entitled to claim as a Charge the cost of all legal costs incurred by SBS on a solicitor/client basis for any work associated with a default or collection of overdue funds.

In the event of a default SBS shall be entitled to cease all existing credit accounts, stop any further delivery and refuse any further orders.

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### 8. Exclusions and Limitation of Liability

The Parties agree that except where expressly agreed in writing to the contrary, all terms, conditions, warranties, undertakings, inducements or representations, whether expressed, implied, statutory or otherwise, relating in any way to the work or services provided by SBS, are excluded and without limiting the generality of the foregoing, SBS shall not be under any liability to the Customer in respect of any loss or damage (including consequential loss or damage), however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the services or the failure or omission on the part of SBS to comply with its obligations under these T&C.

SBS expressly exclude any warranties or representations, whether express or implied relating to completion time of any delivery or services unless contrary agreement in writing has been signed by SBS.

SBS shall not be liable for any loss or damage whatsoever due to failure by SBS to deliver the Goods (or any of them) promptly, by any specific time or at all.

Where any act, statute code or legislative enactment ("Act") implies any term, condition or warranty and the Act avoids or prohibits provisions in a contract excluding or modifying the application of, or liability under such term, condition or Act, the liability of SBS for any breach of any term, condition or warranty shall be limited, at the option of SBS to any one or more of the following:

- (i) if the breach relates to supply of goods:
  - (a) the provision of a refund; or
  - (b) replacement of the goods; or
  - (c) repair of the goods;
  - (d) the payment to the Customer of the reasonable cost of having the goods repaired or replaced.
- (ii) if the breach relates to services:
  - (a) the provision of a refund; or
  - (b) re-supply of the service; or
  - (c) the payment to the Customer of the reasonable cost of having the service re-supplied.

SBS shall not be liable to the Customer for any loss, damage, delay or failure to perform as a result or arising from any act of God, disease, strike, lockouts, war, fire, IT

malfunctions or any accident or incident of any nature what so ever beyond the reasonable control of SBS.

The provision in this section in no way limits or reduces the statutory guarantee pursuant to the Competition and Consumer Act or the Australian Consumer Law.

## 9. Security

### Charge:

The Customer and the Guarantor charges all its interest in any Real Property, Water Rights, Intellectual Property, Goods or Chattels with the payment of the Price and Charges pursuant to these T&C.

Where SBS supplies goods that are used by the Customer in relation to any work involving construction or improvement of Real Property belonging to the Customer it is agreed that SBS shall have an equitable interest in the property and be entitled to register a caveat over the Real Property for the security of payment of the Price or Charges incurred pursuant to these T&C.

### PPSA:

The Customer and the Guarantor grants as security for the Prices and Charges (including any default charges and interest) incurred pursuant to these T&C, a Security Interest in all of the Customers Present and After-Acquired Property in which the Customer has rights and in all the Goods supplied pursuant to these T&C and agree to sign, execute or complete any documents necessary to complete a registration of such interest.

The Customer and Guarantor agree to reimburse SBS for any cost associated with the registration of a Security Interest and waive its right to receive a copy of any financing statement, financing change statement or verification statement that is or may be registered, issued or received at any time.

The Customer and Guarantor hereby waives its rights under the following sections of the PPSA; section 123 (right to seize collateral); section 125 (obligation to dispose of or retain collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 130 (notice of disposal) to the extent that it requires the secured party to give notice to the grantor; section 132(3)(d) (contents of statement of account after disposal); section 132(4) (statement of account if no disposal); section 134(1) (retention of collateral); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (reinstatement of security agreement).

### Guarantee:

Any Guarantor listed on the Account Application or in these T&C, in consideration of SBS agreeing to contract with the Customer, agree, guarantee and undertake to perform all the Customer's obligations and to pay any and all Prices and Charges now or hereafter owed by the Customer to SBS pursuant to these T&C, in the event the Customer defaults. The Guarantor agrees to indemnify SBS against any loss suffered by reason of the Customer's default.

## 10. Cancellation and Returns

SBS may cancel these T&C or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. On giving such notice SBS shall repay to the Customer any sums paid in respect of the Price. SBS shall not be liable for any loss or damage whatever arising from such cancellation.

In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by SBS (including, but not limited to, any loss of profits) up to the time of cancellation.

The acceptance of any return shall be at the total discretion of SBS and where deemed appropriate may incur an administrative charge not exceeding 10% of the value of the returned Goods.

## 11. Privacy Act

The Customer and/or the Guarantor/s agree for SBS to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by SBS.

The Customer and/or the Guarantor/s agree that SBS may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- (a) to assess an account application by Customer; and/or
- (b) to notify other credit providers of a default by the Customer; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- (d) to assess the credit worthiness of the Customer and/or Guarantor/s.

The Customer consents to SBS being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

The Customer agrees that personal and credit information obtained or provided may be used and retained by SBS for the following purposes and for other purposes as shall be agreed between the Customer and SBS, or required by law from time to time:

- (a) provision of Goods; and/or
- (b) marketing of Goods by SBS, its agents or distributors in relation to the Goods; and/or
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and/or
- (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.
- (f) registering or recording any Security Interest.

SBS may give information about the Customer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Customer; and/or

(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

**12. General provisions**

The Agreement shall continue until all services provided in the Quote has been completed and all Price and Charges have been paid or until terminated by either party providing the other notice in writing. Upon termination SBS shall be entitled to issue a Final Tax Invoice for all Goods supplied and Services rendered whether complete or partial and these T&C shall apply until all payments of such Tax Invoice has been made.

Any grant of indulgence or failure by SBS to enforce any terms or rights pursuant to these T&C or the Agreement will not constitute a waiver of such terms or rights and will not affect SBS's right to later require strict compliance with these T&C. Any notice provided under these T&C may be provided by hand delivery, ordinary mail, facsimile or email and shall be deemed to be given:

- where delivered by hand, on the day of delivery;
- where sent by post, two (2) business days after the day of posting; and
- where sent by facsimile or email on the day of dispatch, provided that a clear transmission report is obtained, but if in any case it is received on a day which is not a business day, or after 5.00pm then it will be deemed to have been received on the next such business day.

These T&C and the Quote constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement.

No agreement or understanding varying or extending this Agreement shall be legally binding upon either party unless it is permitted by these T&C, contained in a Quote or is in writing and signed by both parties. At all times SBS reserves the right to and shall be entitled to review these T&C. If, following any such review, there is to be any change to these T&C, then that change will take effect from the date on which SBS notifies the Customer of such change.

The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by SBS.

Any Agreement pursuant to these T&C shall be deemed to have been entered into at SBS's office in Shepparton.

If any provision of these T&C or an associated Quote is or becomes void or unenforceable, that part that is not, or does not become, void or unenforceable remains in full force and effect and is unaffected by that severance

These T&C and anything arising out of them are governed by the laws in force in the State of Victoria, Australia and the Parties submit to the exclusive jurisdiction of courts of Victoria and for any matter in the Magistrates' Court to the Magistrates' Court at Shepparton.

The Customer and Guarantor acknowledge having read and understood these Terms and Conditions prior to executing this acknowledgement. By executing this acknowledgement the Customer and Guarantor grants the Security Interest and warrants the accuracy of the acknowledgement, promises and warranties set out herein.

**Customer/Account Name** \_\_\_\_\_

**SIGNED BY THE DIRECTORS/ PARTNERS/SOLE TRADER**

Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position/Title (eg Director/Secretary)

**SIGNED BY THE GUARANTOR**

Guarantor Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Print Name

# Shepparton Building Supplies

## Trade Account Terms and Conditions

### Schedule 1 – Interest and Charges for overdue accounts

- Applicable interest rate: 5% per calendar month
- Administration Prices:
  - o Letter, Reminder or Re-Render Notice: \$10.00 per notice
  - o Account Keeping Price: \$15.00 per month or part thereof
  - o Demand Letter: \$300.00