

Credit Application

Company Name Telephone

Mailing Address Fax

Suburb State Post Code Email

Street Address Contact

Suburb State Post Code Position

Business Details

Accounts Contact Accounts Phone

Accounts Address Trading Years.....

Suburb State Post Code Business Type

ACN ABN

Trade References

1. Name	2. Name	3. Name
Address	Address	Address
.....
Phone	Phone	Phone
- Fax.....	Fax.....	Fax.....
Email	Email	Email
.....

Bank References

Bank Name Accounts Name

Bank Contact..... Phone

The enclosed information is supplied for the purposes of obtaining a trading account with AllFlow Supply Co Pty Ltd, and the information contained is true and correct. It is understood that any information that AllFlow Supply Co Pty Ltd derives from these references will be in the strictest confidence between both parties. My/ our signing this document gives AllFlow Supply Co Pty Ltd the right to investigate the enclosed references pertaining to our credit and financial responsibility, and ensures that the applicant will abide by your trading Terms and Conditions.

Signed

Title Date

TERMS AND CONDITIONS OF SALE

ALLFLOW SUPPLY COMPANY PTY LTD

1. **General Terms of Trade**

These General Terms of Trade apply broadly to all transactions between us. Documents issued by us in regards to a transaction will identify, if necessary, special terms and conditions.

2. **Definition**

Under conditions of sale, the seller referred to in this document will be ALLFLOW SUPPLY COMPANY Pty Ltd, and the purchaser will be any company or party who is contracted for the purchase of goods, or whose name appears on quotations or invoices.

3. **Quotations of Tenders**

Unless otherwise stated or previously withdrawn, quotations and/ or tenders are valid for a term of 30 days from date of notice.

4. **Terms**

Payment for all goods in Australia will be net 30 days from date of invoice unless agreement is made in writing between ALLFLOW SUPPLY COMPANY Pty Ltd and the purchaser. Export sales will be subject to an irrevocable letter of credit in favour of ALLFLOW SUPPLY COMPANY Pty Ltd unless otherwise agreed in writing. In some instances ALLFLOW SUPPLY COMPANY Pty Ltd may give the purchaser the right to purchase directly from our principal. Under these circumstances, the buyer will copy ALLFLOW SUPPLY COMPANY Pty Ltd all orders and correspondence between themselves and the principal. The purchaser will abide by all commercial terms of trade with our principal.

Payment

If a cheque issued by you is dishonoured by your bank, you will be liable to us, in addition to the amount owing on the cheque or draft or order, for damages. In no case less than one hundred dollars (\$100), and in no case more than five hundred dollars (\$500), plus the cost of posting the written demand for payment.

Expenses and Interest

In the event of a breach of this agreement, we may charge you enforcement expenses reasonably incurred by us. We may add these to your account. These expenses include, but are not limited to:

a/ *Interest* at the daily rate of 0.06575 per cent on unpaid balances. We will calculate interest daily by multiplying the unpaid balance of the account at the end of the month by the daily percentage rate. The daily percentage rate is the annual percentage rate divided by 365.

b/ *Commercial collection or agents fees.*

5. **Price**

Prices referred to in any price sheet or price list are recommended list prices and there is no obligation to comply with these recommendations. All prices are subject to change without prior notice.

6. **Lien**

To secure payment to us for all sums due under the Agreement, you irrevocably grant to us, after taking possession of the goods, a lien on goods the subject of this Agreement. Under this arrangement you have agreed to allow us to keep open certain remedies available that statutory authority, for example, the *Sale of Goods Act*, may operate to limit without your consent.

7. **Deliveries**

ALLFLOW SUPPLY COMPANY Pty Ltd or our principals will make all reasonable efforts to deliver goods to the purchaser on the date agreed, but shall not be held liable should the goods not be delivered on the agreed day. Deliveries within Australia will be ex works FOT, unless the purchaser has a written National agreement between themselves and ALLFLOW SUPPLY COMPANY Pty Ltd. All export deliveries will be FOB Australia.

Risk

Unless otherwise agreed risk passes to you at the time we ship. You assume all responsibility for filing claims for damage against the carriers and other agents involved.

Damage or Destruction

If any of the goods are damaged or destroyed prior to our tender of delivery, you will direct the insurer to make payment to us of all insurance monies payable in respect of the insurance claim made on the damaged or destroyed goods, the receipt of monies of which is to be applied by us as follows:

- First: Against the outstanding price of the goods that are damaged or destroyed.
- Second: Against the outstanding price of all goods supplied under the Agreement.
- Third: Against the outstanding balance payable to us by you on any account under the Agreement.

Fourth: If any monies remain after application of steps 1-3, we will notify you of the amount of any residual, and you are required to make a written reclamation demand within 10 business days after your receipt of the notice; otherwise, we have the right to hold the residual and apply it as a credit against future transactions between us.

8. Taxes

All Australian prices quoted are excluding GST.

9. Return of Stock

Unless a written agreement with ALLFLOW SUPPLY COMPANY Pty Ltd exists stipulating otherwise, a restocking charge of 30% of the invoice value will apply to the goods returned for credit or exchange. Freight will be at the purchaser's expense. Goods specially procured against a written purchase order, unless faulty, are not returnable for credit.

10. Title of Goods

All goods will remain the property of ALLFLOW SUPPLY COMPANY Pty Ltd until the purchaser pays the invoice for the goods. Access

You irrevocably permit us or any person authorized by us in writing, upon our giving you reasonable notice to enter your premises or a premises where the goods are reasonably believed by us to be held on your behalf. You also agree to indemnify and hold us harmless for reasonable costs of removal, enforcement, and legal action in respect of the removal of goods the subject of this Agreement.

This relates to goods still in original packing and considered saleable. Any items unpacked or used are not considered saleable.

11. Guarantee

As per the manufacturer's specifications, unless otherwise stipulated, a guarantee of 12 months from date of purchase will apply. ALLFLOW SUPPLY COMPANY Pty Ltd or our principals will repair or replace any material or part found to be defective within the guarantee period, provided it has been installed and used in accordance with the manufacturer's or ALLFLOW SUPPLY COMPANY Pty Ltd instructions. No allowance has been made on any goods for labour, freight or consequential damage.

12. Advice

Any advice, recommendation, information, assistance or service provided by ALLFLOW SUPPLY COMPANY Pty Ltd in relation to goods sold or manufactured is given in good faith and is believed by ALLFLOW SUPPLY COMPANY Pty Ltd to be appropriate and reliable. However, any advice, recommendation, information, assistance or service provided by ALLFLOW SUPPLY COMPANY Pty Ltd should be checked by the purchaser, or by a person qualified to give such advice, and is provided without liability or responsibility on any part by ALLFLOW SUPPLY COMPANY Pty Ltd.

13. Personal Guarantee of Shareholders, Partners, and Spouses.

If you are a Corporation, individual, sole trader, trust or partnership, all principals are required to sign a personal guarantee. If you are an individual, your spouse is also required to sign a Personal Guarantee.

Unless all such principals or spouses, as applicable, execute such Personal Guarantee as required herein, this Agreement shall, at our option, become null and void and confer no rights upon you, notwithstanding performance for any duration under the Agreement.

All guarantors shall be jointly and severally liable for performance of all the terms, covenants, and conditions of this Agreement.

Privacy Act and Credit Information

You and the Guarantor jointly and severally acknowledge and agree that we are authorised to make approaches to a credit reporting agency throughout the term of the Agreement to obtain a report about the creditworthiness of either the Buyer or the Guarantor of both.

You and the Guarantor jointly and severally authorise us to engage in the exchange of information with a credit reporting agency or with other such parties as are necessary to give effect to the contract and to the ongoing relationship between the parties hereto.

You and the Guarantor jointly and severally acknowledge that the information referred to in the previous paragraph may include information about the creditworthiness, credit standing, credit history, credit capacity, and credit providers of either the Buyer or the Guarantor or both.

You and the Guarantor jointly and severally acknowledge that we will make such approaches as referred to herein as permitted by the various provisions under the Privacy Act 1988 (Cth) including, but not limited to, sections 18E (8)(c) and 18K(1)(h). It is understood and agreed between us that any credit information received shall remain confidential.

14. Unenforceable Terms

Any provision in this Agreement that is prohibited or unenforceable under any applicable law or any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision of this Agreement. To the full extent that the provisions of such applicable law may be waived, both of us hereby waive them to the fullest extent possible so that this Agreement is still valid and binding and is enforceable in accordance with its remaining terms.

PERSONAL GUARANTEE, INDEMNITY AND CHARGE

This Guarantee is made on: _____ (insert full date)

BETWEEN THE SUPPLIER: AllFlow Supply Co Pty Ltd
50 Taylor Street, BULIMBA 4171

AND THE GUARANTOR: _____
Guarantor full name _____ Guarantor D.O.B _____

Full Residential Address

Home Phone _____ Mobile Phone _____ Email _____

RECITALS

The Supplier and the Customer identified below have entered into an *on-going supply agreement* that commenced with a **Credit Application** submitted by the Customer on/...../....., and in consideration of the Supplier agreeing at the request of the Guarantor to supply goods and services to the Customer, the Guarantor hereby grants this Deed of Guarantee, Indemnity and Charge, and agrees as follows:

THE CUSTOMER: _____
Full Business/ Company Name _____ ABN _____

Full Trading Address

TERMS OF THE GUARANTEE

1. Definitions and interpretation.

- 1.1 References to laws include regulations, instruments, by-laws, and all other subordinate legislation or orders made by any authority with jurisdiction in respect of this Guarantee.
- 1.2 If any part of this Guarantee is found to be void, unlawful or unenforceable then that part will be deemed to be severed from the document and the severed part will not affect the validity and enforceability of any remaining provisions.
- 1.3 The laws of the State of **Queensland** apply to this Guarantee, and the parties submit to the exclusive jurisdiction of the courts of **Queensland**.
- 1.4 Any change to this Guarantee **MUST BE IN WRITING AND SIGNED** by both parties.
- 1.5 An obligation imposed by this Guarantee on or in favor of more than one person binds or benefits all of the jointly and each of them individually.
- 1.6 The use of one gender includes the other and the singular includes the plural and vice versa.
- 1.7 This Guarantee is ongoing and binds that's person's legal personal representative/executor.

2. General

- 2.1 The undersigned Guarantor hereby:
- (a) Guarantees the due performance and obligations of the Customer to the Supplier and to be subject to and agrees to be bound by all terms and conditions contained in the agreement between them;
 - (b) Indemnifies and agrees to keep indemnified the Supplier from and against any and all damages, cost losses and expenses which the Supplier may suffer or incur in any way out of the Agreement between the Supplier and the Customer, including costs and legal fees on a solicitor and own client basis.
 - (c) Acknowledges that the liability of the Guarantor will not be affected by the granting of time or other indulgence or concession to the Customer, or by compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights of the Company against the Customer of by any neglect or omission relating to sureties which would or might but for this provision release the Guarantor from their obligations.
 - (d) Acknowledges and agrees that the Supplier is at liberty to act as though the Guarantor is the primary debtor jointly and severally liable with the Customer, and the Guarantor waives all rights either at law or in equity or under any statute that that Guarantor might otherwise be entitled to claim or enforce as a defense to any action brought by the Supplier.
 - (e) Acknowledges that payment of Goods and Services Tax imposed by the Supplier by reason of supply of goods and services or both to the Customer shall also be guaranteed by the Guarantor.
 - (f) I authorize the Supplier to conduct such credit and financial checks as deemed necessary at any time, and consent to such checks for the purposes of the Privacy Act 1988 (Cth), and consent to disclosure of such information to a credit reporting or recovery agents.

3. Charge

- 3.1 For the purpose of securing payment to the Supplier of all monies owing to it by the Customer, the Guarantor:
- (a) Hereby charges all of his/her beneficial interest in any real property in favour of the Supplier whether or not a demand has been made on the Customer or the Guarantor;
 - (b) Agrees and consents to the Supplier registering a caveat over real property owned by the Guarantor to secure monies owing to the Supplier.

4. Warranties

- 4.1 The Guarantor gives the following warranties in the knowledge that the Supplier has relied on them in entering into this Deed of Guarantee:
- (a) That the Guarantor has read and understood this Deed;
 - (b) That the Supplier has afforded the Guarantor full and unrestricted opportunity of seeking independent legal advice on the Guarantor's obligations under this Deed prior to the signing of this Deed;
 - (c) That the Guarantor has sought and obtained such legal and accounting advice as they may have required before executing this Deed.

Please read carefully before signing and seek independent legal advice about the terms of this document

IN WITNESS THEREOF THIS DEED HAS BEEN EXECUTED ON THE DATE SET OUT ABOVE.

Signed, sealed and delivered by **the Guarantor** in the presence of:

Signature of Guarantor _____	Print full name of Guarantor _____	Date _____
Signature of Witness _____	Print full name of Witness _____	Date _____

Form No: F-04
Rev: 3
Date: 06/04/09