



Credit Application

CUSTOMER DETAILS

Company/Business Name:

Trading As:

ABN:

ACN:

Postal Address:

Telephone:

Fax:

Delivery Address:

Telephone:

Fax:

Business Address:

Telephone:

Fax:

Email address:

FINANCIAL DETAILS

Business Premises: Owned:

Leased:

Mortgaged:

Estimated Monthly Purchase:

Accounts Contact:

Purchasing Contact:

Credit Limit Required:

OWNERS'/DIRECTORS' DETAILS

Full Names of Directors/Partners/Proprietors

Name:

DOB:

D/LIC No:

Address:

Telephone:

Name:

DOB:

D/LIC No:

Address:

Telephone:

TRADE REFERENCES (Please supply at least 2 current Trade References)

Name:

Monthly Purchases: \$

Telephone:

Fax:

1.

2.



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NOTICE OF DISCLOSURE OF YOUR INFORMATION TO A CREDIT REPORTING AGENCY

Assessment of Trade Insurance:

I/we agree that a Trade Insurer may obtain my/our credit report from a credit reporting agency to assess the provision of insurance to TRAXX CONSTRUCTION PRODUCTS PTY LTD ("TRAXX CONSTRUCTION PRODUCTS") in relation to my/our application for commercial credit with TRAXX CONSTRUCTION PRODUCTS or to assess the risk of me/us defaulting on commercial credit in respect of which the Trade Insurer has provided insurance to TRAXX CONSTRUCTION PRODUCTS (Section 18K(1)-(e) of the Privacy Act 1988 ("the Act")).

PRIVACY ACT. ACKNOWLEDGEMENT THAT CREDIT INFORMATION MAY BE GIVEN TO A CREDIT REPORTING AGENCY

I/We acknowledge that TRAXX CONSTRUCTION PRODUCTS has informed me/us in accordance with Section 18E(8) of the Act that items of personal information about me/us contained in this application which may be subsequently obtained by TRAXX CONSTRUCTION PRODUCTS may be disclosed to a credit reporting agency. This information includes, among other things, particulars as to my/our identity, the fact that an application for credit was made and the amount of credit sought, details of current providers of credit and details of any credit at least 60 days overdue, discharges, cheques twice dishonored and serious credit infringements.

AUTHORITY FOR THE SUPPLIER TO OBTAIN CREDIT INFORMATION

To enable TRAXX CONSTRUCTION PRODUCTS to assess the Customer application for commercial or personal credit, the Customer authorizes TRAXX CONSTRUCTION PRODUCTS as follows: (a) If asked to provide commercial credit, in accordance with Section 18K(1)(b) of the Act, to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and its guarantors, and (b) If asked to provide personal credit, in accordance with Section 18L(4) of the Act, to use a credit report containing information about the Customer's commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person.

AUTHORITY TO EXCHANGE INFORMATION WITH OTHER CREDIT PROVIDERS

In accordance with section 18N(1)(b) of the Act, the Customer authorizes TRAXX CONSTRUCTION PRODUCTS to receive from the Trade References named herein and give to other credit providers that may be named in a credit report issued by a credit reporting agency, information in TRAXX CONSTRUCTION PRODUCTS' possession or the other credit providers' possession about the Customer's creditworthiness, credit standing, credit history, and credit capacity. The Customer understands the information may be used to: (a) Assess an application for credit by the Customer, (b) Assist TRAXX CONSTRUCTION PRODUCTS in avoiding default on the Customer's credit obligations, (c) Notify the credit providers of default by the Customer, and (d) Assess the Customer's creditworthiness.

TRADING TERMS AND CONDITIONS

UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING, ALL ORDERS WITH THE CUSTOMER FOR SUPPLY OF GOODS OR PROVISION OF SERVICES WILL BE ACCEPTED ONLY ON THE FOLLOWING TERMS AND CONDITIONS.

TERMS:

Payment terms are strictly 30 days from date of Statement/Invoice. TRAXX CONSTRUCTION PRODUCTS reserves the right to charge overdue interest at the rate of 2.5% per month on all outstanding monies outside TRAXX CONSTRUCTION PRODUCTS' agreed trading terms.

PERSONAL PROPERTY SECURITIES ACT 2009 ("PPSA")

- 1.1 By accepting these terms and conditions, the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and create a security interest in all of the Customer's present and after-acquired goods supplied by TRAXX CONSTRUCTION PRODUCTS.
- 1.2 Until full payment has been made for all goods, and any other sums in any way outstanding from the Customer to TRAXX CONSTRUCTION PRODUCTS from time to time:
 - (a) the goods are inventory for the purposes of the PPSA;
 - (b) the property in the goods will not pass to the Customer, and the Customer holds the goods as bailee for TRAXX CONSTRUCTION PRODUCTS (returning the same to TRAXX CONSTRUCTION PRODUCTS on request);
 - (c) TRAXX CONSTRUCTION PRODUCTS retains a security interest in all goods previously supplied by TRAXX CONSTRUCTION PRODUCTS to the Customer (if any) and all goods that will be supplied in the future by TRAXX CONSTRUCTION PRODUCTS to the Customer during the continuance of the parties' relationship;
 - (d) the Customer agrees to store the goods on its premises separate from its own or any other person's goods, and in a manner which makes them readily identifiable as TRAXX CONSTRUCTION PRODUCTS' goods;
 - (e) the goods will nevertheless be at the risk of the Customer from the time of dispatch; and
 - (f) TRAXX CONSTRUCTION PRODUCTS is irrevocably authorised to enter any premises where the goods are kept, and to use the name of the Customer and to act on its behalf, if necessary, to recover possession of the goods, and any property to which the goods are attached, or in which the goods are incorporated.
- 1.3 The Customer is only authorised to sell the goods (or any portion of them) to third parties as the fiduciary agent of TRAXX CONSTRUCTION PRODUCTS provided that there will be no right to bind TRAXX CONSTRUCTION PRODUCTS to any liability to such third party by contract or otherwise. All payments (direct or indirect) received from such third parties by the Customer for the goods (or any portion of them) shall be held on trust for TRAXX CONSTRUCTION PRODUCTS pursuant to the fiduciary relationship.
- 1.4 In the event that the goods (or any portion of them) are attached, fixed, transformed or incorporated into any other goods or products produced by the Customer (or a third party), then title in the goods shall remain with TRAXX CONSTRUCTION PRODUCTS until the Customer has made payment for all goods, and TRAXX CONSTRUCTION PRODUCTS will have a security interest in those goods or products, and the Customer must hold a proportion of any payment (**relevant proportion**) received by the Customer for such goods or products on trust for TRAXX CONSTRUCTION PRODUCTS, and TRAXX CONSTRUCTION PRODUCTS will have a security interest in that relevant proportion. The Customer expressly acknowledges that the relevant proportion shall be equal to the dollar value of the portion of the goods incorporated or transformed and the Customer further acknowledges that any part payment (not exceeding the relevant proportion) received by the Customer for such goods or products is received as payment first of the relevant proportion.
- 1.5 The Customer undertakes to:
 - (a) promptly and at its own cost, sign any further documents and provide any further information (such information to be complete, accurate and up-to-date in all respects) that TRAXX CONSTRUCTION PRODUCTS may reasonably require to register a financing statement, financing change statement or any other required document on the Personal Property Securities Register;



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- (b) indemnify, and upon demand reimburse, TRAXX CONSTRUCTION PRODUCTS for all expenses incurred in registering a financing statement, financing change statement or any other required document on the Personal Property Securities Register or releasing any goods charged thereby;
 - (c) not register, or permit to be registered, a financing statement or a financing change statement in respect of a security interest without the prior written consent of TRAXX CONSTRUCTION PRODUCTS;
 - (d) give TRAXX CONSTRUCTION PRODUCTS at least 14 days prior written notice of any proposed change in the Customer's name or any other change in the Customer's details; and
 - (e) immediately advise TRAXX CONSTRUCTION PRODUCTS of any material change in its business practices of selling the goods that would result in a change in the nature of proceeds derived from such sales.
- 1.6 TRAXX CONSTRUCTION PRODUCTS and the Customer agree that nothing in sections 130(1)(a) and 143 of the PPSA will apply to these Terms and Conditions.
- 1.7 The Customer waives its rights as a debtor under sections 92, 93, 94, 95, 97, 118, 121, 132, 135, 137, 140 and 142 of the PPSA.
- 1.8 Unless otherwise agreed to in writing by TRAXX CONSTRUCTION PRODUCTS, the Customer waives its right to receive a verification statement in accordance with Section 157 of the PPSA.
- 1.9 The Customer further agrees that where TRAXX CONSTRUCTION PRODUCTS has rights in addition to those under Chapter 4 of the PPSA, those rights will continue to apply.
- 1.10 The Customer unconditionally ratifies any actions taken by TRAXX CONSTRUCTION PRODUCTS under points 1.1 to 1.9 of this clause under and by virtue of the power of attorney given by the Customer to TRAXX CONSTRUCTION PRODUCTS, and agrees that this clause will survive termination of this agreement or any agreement hereunder for the sale of the goods.
- 1.11 In this clause:
- (a) "financing statement" has the meaning given to it by the PPSA;
 - (b) "financing change statement" has the meaning given to it by the PPSA;
 - (c) "security agreement" means the security agreement under the PPSA created between the Customer and TRAXX CONSTRUCTION PRODUCTS; and
 - (d) "security interest" has the meaning given to it by the PPSA.

SUSPEND SUPPLY:

TRAXX CONSTRUCTION PRODUCTS reserves the right at all times to suspend the supply of further goods and services on credit to the Customer without having to give reasons for its actions to the Customer or its agents, and to demand full settlement of all transactions forthwith.

DEFAULT:

If the Customer defaults in payment, commits an act of bankruptcy or, being an incorporated company, passes a resolution for winding up, except for the purpose of reconstruction, or a court makes an order to that effect or a receiver is appointed to manage the affairs of the company, TRAXX CONSTRUCTION PRODUCTS reserves the right to seek reimbursement from the Customer, for the recovery of all associated costs deemed reasonable.

CLAIMS:

Any claims to be made by the Customer arising out of the supply of goods or services must be made in writing within 7 days after the discovery by the Customer of the cause giving rise to the claim.

TRAXX CONSTRUCTION PRODUCTS shall have the right at any time within 30 days after receipt of the claim or complaint to inspect the goods complained of. If the Customer disposes of such goods or any part thereof within the 30 day period, except with the written consent of TRAXX CONSTRUCTION PRODUCTS, all claims in respect of the goods so disposed of shall be deemed to have been waived by the Customer.

- (a) Subject to paragraph(b):
 - (i) the only guarantee, warranty or condition provided in relation to any goods is any express warranty that TRAXX CONSTRUCTION PRODUCT provides; and
 - (ii) TRAXX CONSTRUCTION PRODUCTS excludes all liability in relation to the goods, whether in contract, tort or otherwise, including all liability for any consequential loss or damage.
- (b) Subject to paragraph(c), nothing in paragraph (a) excludes, restricts or modifies:
 - (i) the application of any consumer guarantee in the Australian Consumer Law (**Consumer Guarantee**) or any similar provision in the law of any State or Territory that cannot be excluded, restricted or modified (**Similar Provision**);
 - (ii) the exercise of any right conferred by a Consumer Guarantee or Similar Provision; or
 - (iii) TRAXX CONSTRUCTION PRODUCTS' liability under a Consumer Guarantee or Similar Provision.
- (c) Where permitted and to the full extent permitted by law, TRAXX CONSTRUCTION PRODUCTS' liability under any Consumer Guarantee or Similar Provision is limited, at its option to:
 - (i) in the case of goods, the repair or replacement of those goods, the supply of equivalent goods, the payment of the cost of repairing or replacing the goods or acquiring equivalent goods; and
 - (ii) in the case of services, supplying those services again, or paying the cost of having the services supplied again.
- (d) TRAXX CONSTRUCTION PRODUCTS' goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.



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MISCELLANEOUS:

A statement of account will be issued to credit Customers at monthly intervals, but where for any reason the statement is not available, the payment terms will be THIRTY DAYS from the first business day in the preceding calendar month.

These or any of these conditions of sale can only be varied by agreement in writing by TRAXX CONSTRUCTION PRODUCTS.

Dishonoured cheques will incur the following charges – "Present Again" cheques \$15.00 – "Refer to Drawer" Cheques \$15.00

I/WE UNDERSIGNED HEREBY APPLY TO ESTABLISH TRADING WITH **TRAXX CONSTRUCTION PRODUCTS** AND AGREE TO ABIDE BY THE TRADING TERMS LISTED ON THIS APPLICATION. THE INFORMATION ABOVE IS TRUE AND CORRECT IN ALL DETAILS. I/WE HEREBY AUTHORIZE TRAXX CONSTRUCTION PRODUCTS TO CONTACT THE TRADE REFERENCES FOR CREDIT INFORMATION AND ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTOOD THE NOTICE OF DISCLOSURE. I/WE CONFIRM THAT I/WE AM/ARE AUTHORIZED TO SIGN THIS APPLICATION ON BEHALF OF THE CUSTOMER.

Name: _____	Position: _____
Signature _____	Date: _____
Company Name: _____	Phone Number: _____

Name: _____	Position: _____
Signature _____	Date: _____
Company Name: _____	Phone Number: _____

PERSONAL GUARANTEE AND INDEMNITY

I/We note that the trading Terms and Conditions have been provided to us by TRAXX CONSTRUCTION PRODUCTS and that I/we have read and understood them. In consideration of TRAXX CONSTRUCTION PRODUCTS supplying goods on credit to the Customer:

I/We (and if more than one, jointly and severally) agree that if the Customer at any time fails to pay any money due to TRAXX CONSTRUCTION PRODUCTS or fails to perform or observe any term or condition of credit or sale to be performed by the Customer, I/we will forthwith pay to TRAXX CONSTRUCTION PRODUCTS all money due and payable by the Customer (or any subsequent owner of the business name of the Customer) to TRAXX CONSTRUCTION PRODUCTS. No demand by TRAXX CONSTRUCTION PRODUCTS for payment shall be necessary.

I/We further agree to indemnify TRAXX CONSTRUCTION PRODUCTS against any loss of money due to TRAXX CONSTRUCTION PRODUCTS by the Customer under or relating to any sale by or credit granted by TRAXX CONSTRUCTION PRODUCTS to the Customer (or any subsequent owner of the business name of the Customer) including expenses and legal costs associated with the collection of outstanding monies and including any loss suffered by TRAXX CONSTRUCTION PRODUCTS as a result of the Customer's failure to perform or observe any term or condition of credit or sale.

I/We (and if more than one, jointly and severally) agree that this Guarantee and Indemnity is a continuing Guarantee and Indemnity and will not be invalidated, released or discharged by any event which would or might so invalidate, release or discharge the Guarantee and Indemnity, including (but not limited to) the giving of time, the variation of the terms and conditions of credit or sale, the alteration of the composition of the Customer or the release of the Customer or any co-guarantor. I/We understand this Guarantee and Indemnity binds me/us personally.

SIGNATURE

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NAME (Block letters)

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WITNESS SIGNATURE

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WITNESS NAME (Block letters)

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DATE

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SIGNATURE

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NAME (Block letters)

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WITNESS SIGNATURE

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