



tel 03 9544 6659

Counter Sales: 4/556-598 Princes Highway, Noble Park Nth 3174
 W'sale & Office: 3 Industry Boulevard, Carrum Downs 3201

WWW.ALUMINIUMTC.COM.AU

Credit Account Application

email: accounts@aluminiumtc.com.au

Company Details:

Applicant Name:		ABN:	
Trading Name:		ACN:	
Business Address:		Postal Address:	
Phone:	Fax:	Email:	
Operating Structure <input type="checkbox"/> Individual <input type="checkbox"/> Public Co <input type="checkbox"/> Pty. Ltd <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader		Nature of Business:	
Accounts Contact:		Phone:	Email:
Purchasing Contact:		Phone:	Email:
Bank:	Branch:	BSB No:	Account No:
Requested Credit Limit:		Average Monthly Spend:	
Business Premises: Owned / Leased – if leased, from whom:		Internet Username (Co Name)	

Names of Directors/ Partners/ Individual Traders:

Full Name:	
Private Address:	Phone:
Full Name:	
Private Address:	Phone:
Full Name:	
Private Address:	Phone:
Full Name:	
Private Address:	Phone:

Current Credit Reference:

Company Name:	Contact Name:	Email:

THE TERMS OF THIS ACCOUNT ARE STRICTLY THIRTY (30) DAYS

If **Aluminium Trade Centre Pty Ltd** accepts this application I/we agree that the provision of goods and credit facilities to me/us are subject to the Terms and Conditions attached hereto:

TERMS AND CONDITIONS

The following Terms and Conditions shall govern the commercial relationship between Aluminium Trade Centre Pty Ltd ACN 155 890 467 ("Aluminium Trade Centre") and you, the Applicant ("you" or "the Applicant"):

- Prices quoted by Aluminium Trade Centre are subject to change without notice.
- Where Aluminium Trade Centre has approved an application for credit you acknowledge that goods will be supplied on the basis of full payment being made in the time specified in the credit application.
- Upon a breach of clause 2 of these Terms and Conditions or a failure by you to otherwise comply with your obligations to Aluminium Trade Centre in any respect, Aluminium Trade Centre may (without limitation):
 - revoke your credit accommodation and require immediate payment of existing order in full,
 - require that all amounts owing to Aluminium Trade Centre for any reason whatsoever become immediately due and payable without deduction or interest,
 - require any further purchases to be paid for in full before delivery,
 - charge an account service fee of 2.0 % per month from the due date for settlement until the date payment is made,
 - reserve the right to rescind all discounted quotations or rates and to recalculate outstanding charges,
 - require that you pay any costs, commissions and legal expenses whatsoever arising from the collection of any overdue monies and such interest, costs, commissions and legal expenses being recoverable as a liquidated debt.
- If there is more than one purchaser your liability under these terms and conditions will be joint and several.
- Aluminium Trade Centre may make demand for payment of the credit sum in full at any time and if you fail to pay the account within 7 days of such demand being made, Aluminium Trade Centre shall be entitled to issue legal proceedings for recovery of the full credit sum together with all legal costs, relevant interest and associated charges and expenses which may be substantial.
- Interest shall accrue on amounts owed which are outside the Terms of Credit herein set out at a rate equal to the rate fixed under the *Penalty Interest Rates Act 1983*, such interest to be retrospective to the date of the invoice
- Aluminium Trade Centre reserves the right to accept or decline any order in whole or in part. Where Aluminium Trade Centre makes a part delivery of an order each delivery shall constitute a separate contract and failure to supply a total order shall not invalidate the contract. Aluminium Trade Centre will not be liable for any transport delays in the performance of its obligations. Where Aluminium Trade Centre is required to re-deliver goods, such re-delivery being your fault, a re-delivery fee will be charged.
- To the maximum extent permitted by law, all conditions, warranties, representations, liabilities and obligations, whether imposed by statute or otherwise, in respect of the supply of goods, including any conditions or warranties as to merchantability, fitness for purpose or correspondence with description, are excluded and all liability for loss or damage, whether consequential or otherwise and whether arising from negligence or from any other causes whatsoever is excluded. Aluminium Trade Centre will pass any manufacturers warranty extended to Aluminium Trade Centre to you.
- In the event that Aluminium Trade Centre is found to be in breach of any condition, warranty, representation, liability or obligation not excluded by Clause 8 above, the liability of Aluminium Trade Centre in respect of such breach, will be limited at the option of Aluminium Trade Centre to the re-supply of the relevant goods and/or the payment of the cost of having the relevant goods re-supplied.
- If Aluminium Trade Centre is held or found to be liable to you for any matter relating to or arising in connection with the supply of goods or services whether based on an action or claim in contract, negligence, tort or otherwise, the

amount of damages you will be entitled to recover from Aluminium Trade Centre will be limited to the amount paid by you.

11. Risk in the goods passes to you on delivery but ownership in the goods supplied by Aluminium Trade Centre remains the property of Aluminium Trade Centre until you have discharged all outstanding indebtedness whether in respect of those goods or otherwise. You will allow Aluminium Trade Centre and Aluminium Trade Centre will be entitled to enter your premises and remove the goods at any time prior to payment in full being received.
12. Where Aluminium Trade Centre delivers goods to you, delivery is deemed to take place on receipt by you at your nominated address. Where you elect to pick up goods from Aluminium Trade Centre, delivery is deemed to take place when the goods leave the premises of Aluminium Trade Centre.
13. In so far as all applicable law permits, you shall indemnify and keep indemnified Aluminium Trade Centre from any actions, claims suits or demands made by any third party arising out of any damage or loss suffered by the third party as a result of the use of any Aluminium Trade Centre product.
14. You, agree that where credit is provided to you, Aluminium Trade Centre may at its discretion lodge a caveat over any or all beneficial interests (freehold and leasehold) in land held now or in the future by you or each of you and where you are a company you agree that Aluminium Trade Centre may lodge a charge over your assets.
15. Aluminium Trade Centre may at any time set-off amounts owed by Aluminium Trade Centre to you from the amounts owed by you to Aluminium Trade Centre.
16. No claims levied against Aluminium Trade Centre in relation to loss or damage of goods will be considered unless all amounts owing by you to Aluminium Trade Centre have been paid in full or lodged in a Trust Account by way of security against non-payment.
17. Aluminium Trade Centre is not under any obligation to accept goods returned by you and will do so only on terms to be agreed in each case. Returns must be made to the location nominated by Aluminium Trade Centre and must be sent freight paid. Returns not sent Freight Paid will have the amount of freight paid by Aluminium Trade Centre deducted from the credit.
18. In accordance with the provisions of the Privacy Act 1988 (Cth) if Aluminium Trade Centre considers it relevant to assessing your application for commercial credit or to collecting overdue payments in respect of commercial credit provided to you:
 - a. you consent to Aluminium Trade Centre obtaining from a credit reporting agency a credit report containing personal credit information about you, and/or
 - b. you agree to Aluminium Trade Centre receiving from a credit reporting agency a credit report containing personal information about you.
19. You acknowledge that under the Privacy Act 1988 (Cth), Aluminium Trade Centre is permitted to give a credit reporting agency personal information about your credit application, such information including without limitation:
 - a. identity particulars,
 - b. the amount of credit applied for from Aluminium Trade Centre,
 - c. details of payments which become overdue and for which collection action has been commenced,
 - d. advice that payments are no longer overdue,
 - e. that cheques drawn by you have been dishonoured more than once,
 - f. that credit provided to you by Aluminium Trade Centre has been paid or otherwise discharged, and
 - g. in specific circumstances, that in the opinion of Aluminium Trade Centre, you have committed a serious credit infringement.
20. If any provisions of these terms are found to be unenforceable for any reason then that provision will be read down to the extent of the unenforceability or severed from these terms and will not affect the enforceability of any other of these terms and conditions.
21. The laws applicable to these Terms and Conditions is the law of the State of Victoria and the parties agree to submit to the jurisdiction of the Courts of that State.

PPSR

22. You hereby charge any goods hereunder provided to you by Aluminium Trade Centre with the payment of the monies owing to Aluminium Trade Centre and the performance of your obligations under this Agreement.
23. You further acknowledge that a charge may be entered on the Personal Property and Securities Register (PPSR) over any qualifying goods or materials hereunder provided (the "collateral") by Aluminium Trade Centre to you and that you are liable to bear the cost of same.
24. You agree to execute documents and do such further acts as may be required by Aluminium Trade Centre to register the security interest granted to Aluminium Trade Centre under these Terms and Conditions under the PPSA.
25. You further agree that where Aluminium Trade Centre has rights in addition to those under Chapter 4 of the PPSA, those rights will continue to apply.

26. Until ownership of the goods passes, you must not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Goods including any services without the prior written consent of the Aluminium Trade Centre.
27. You agree to waive your right under s 157 of the PPSA to receive notice of any verification of the registration.
28. Aluminium Trade Centre at any time after default by you in the performance of your obligations under this agreement, and subject to Aluminium Trade Centre's compliance with the requirements of any applicable legislation, and in addition to any powers or authorities granted thereby may sell or concur in selling the collateral or any part or parts of it either by public auction or private treaty or tender for cash or on credit and upon such other terms and conditions as Aluminium Trade Centre may consider expedient.

Guarantee and Indemnity by Signatories

29. Each signatory to this Commercial Credit Application acknowledges that they are authorised by the Applicant to execute this agreement.
30. Each signatory to this Commercial Credit Application further acknowledges and accepts that by signing this agreement they jointly and severally guarantee to Aluminium Trade Centre the punctual performance of all of the obligations of the named Applicant contained or implied herein and hereby jointly and severally indemnify Aluminium Trade Centre against all losses expenditures costs and expenses of whatever nature suffered or incurred directly or indirectly by Aluminium Trade Centre in recovering any amount owed to Aluminium Trade Centre pursuant to this agreement as a result of such default.

Signed for and on behalf of the Applicant and as Guarantor under clause 26 above by:

Print Name: _____

Director / Individual / Partner

Signature: _____

Print Name: _____

Director / Individual / Partner

Signature: _____

Print Name: _____

Director / Individual / Partner

Signature: _____

Signed for and on behalf of Aluminium Trade Centre Pty Ltd:

Date _____