

CREDIT APPLICATION FORM

INFORMATION OR AMENDMENT FORM

(Please TYPE or use BLOCK letters. ALL questions must be answered.)

DATE: _____ BRANCH: _____ REP NO: _____

CUSTOMER'S FULL BUSINESS NAME: _____

ABN/ACN: _____

ADDRESS OF BUSINESS: _____

POSTAL ADDRESS: _____ POSTCODE: _____

POSTAL ADDRESS: _____ POSTCODE: _____

CONTACT DETAILS

ACCOUNTS NAME: _____ PHONE: _____

EMAIL: _____ FAX: _____

PURCHASING NAME: _____ PHONE: _____

EMAIL: _____ FAX: _____

TYPE OF BUSINESS: _____

HOW LONG HAS BUSINESS BEEN OPERATING: _____

DIRECTORS NAME: _____ PHONE: _____

CREDIT LIMIT REQUIRED: _____

TRADING TERMS ARE STRICTLY NETT 30 DAYS FROM EOM

TRADE REFERENCES: (Companies listed must be willing and able to provide a reference to support the level of credit required)

1. _____ PHONE: _____ EMAIL: _____

2. _____ PHONE: _____ EMAIL: _____

3. _____ PHONE: _____ EMAIL: _____

In making this application, I/we agree to abide by standard trading terms (strictly 30 day nett from the end of the month statement) attached as pages 2 to 3 of this document and acknowledge that goods supplied by Heatley Sales Pty Ltd remain the property of Heatley Sales Pty Ltd until payment in full for goods have been received in clear funds.

Any expenses, costs or disbursements incurred by the supplier in recovering any outstanding monies, including debt collection agency fees and solicitors costs shall be paid by the customer, plus out of pocket expenses.

Person authorised to sign: _____ Date: _____

Signature: _____ Position: _____

****RETURN BY EMAIL TO: ar@heatleys.com.au**** Page 1 of 3

TRADING TERMS

1. In these Terms and Conditions of Trade, unless the context otherwise requires:

A. The Company means Heatley Sales Pty Ltd ABN 78 009 260 824 and includes its agents, employees, successors and assignees.

B. Purchaser means any person, firm or corporation that has requested the supply of goods from the Company, and includes employees, agents, successors, administrators and assignees of the Purchaser.

C. Goods mean any item available for sale to the Purchaser by the Company.

2. All goods sold by the Company are sold and supplied on these Terms and Conditions as amended from time to time by the Company as its discretion.

3. The Company may refuse to sell the goods whether or not part of a contract has been performed where the goods are unavailable for any reason, **non-complying order is received or the Purchaser has defaulted under the Company's terms of credit.**

4. An order for the sale of goods shall identify the goods ordered, the quantity required and refer to any quotation pursuant to which the order is made. The Company may supply goods that vary from the goods ordered by the Purchaser and the Purchaser must accept the goods supplied provided that such variations are not material.

5. The price of all goods or services provided by the Company will include the Goods and Services Tax (GST) at the rate as deemed by the Australian Tax Office (ATO).

6. Unless otherwise agreed by the Company, Heatley Sales shall deliver the goods to the address nominated by the Purchaser. If the Company delivers the goods then:-

a. The Purchaser shall pay all freight and other charges associated with the delivery as agreed.

b. The Purchaser or its representative shall be present at the agreed place and time for delivery. If not present, the Company may unload the goods at that place and in which case it will not be responsible for any claims, costs or loss arising.

c. In the event that a delivery date is nominated by the Purchaser, the Company shall take all reasonable steps to achieve delivery on or about that date however, no promise is given that the goods will be available on that date, and in the event that the Company is unable to deliver the goods on that date, it shall not be liable for any loss (including consequential loss) for failure or delay in delivery. In no case shall the Company be liable for any amount payable by the Purchaser to a third part as a result of a failure or delay in delivery by the Company due to any cause whatsoever.

7. The Company may in its discretion agree to sell the goods on credit to the Purchaser.

8. If the Company agrees to sell the goods on credit to the Purchaser then the Company's standard terms of credit will apply.

9. The risk in goods shall pass to the Purchaser upon delivery. The Purchaser shall insure the goods against loss or damage from time to time.

10. In relation to goods supplied to the Purchaser –

Property in goods shall remain with us until the latter of –

Payment in full for those goods, and payment in full of all other monies owing or unpaid by you to us including monies in respect of goods previously or subsequently supplied to you by us;

The risk in those goods shall pass to you immediately on delivery to you or upon the goods entering your custody (whichever is the sooner) and you should ensure those goods thereafter against any such risks thereafter against any risks as you think appropriate.

The relationship between you and us shall be fiduciary;

You will hold those goods as bailee for us and will be responsible for any loss, damage and conversion of our goods;

Those goods shall be stored by you in a manner as to show clearly that they remain the property of us, until such time as the goods have been paid for in full.

You are at liberty to sell the goods in the ordinary course of business, for full market value, provided that your account to us for any proceeds of such sale and those proceeds shall be kept in separate account on trust for us for that purpose, until accounted for to us.

Where you sell those goods, you will sell as principle and you will have no power to commit us to any contract or liability, but as between you and us you will sell as fiduciary agent;
We will be given full ownership as security of any new goods or objects formed if you transform our goods into other products or affix those goods to other objects.

11. The Purchaser shall inspect the goods immediately upon delivery, and carry out any test that the prudent Purchaser would carry out.

The Purchaser shall give written notice to the Company of any alleged or irregularity in quantity and description, or any faults or defects within seven (7) working days from the delivery.
If no notice is given by the Purchaser to the Company, The Purchaser shall be deemed to have accepted the goods and the Purchaser shall lose any right to reject the goods or claims and remedy whatsoever (including damages) against the Company.

12. All claims for the credit for damaged, defective or short delivered goods or for goods to be returned must be notified to the Company immediately. The Company will not accept claims that are not notified within seven (7) working days of delivery. The goods must be returned, at the cost of the Purchaser, to the Company site from where they were purchased. Goods returned for credit and accepted by the Company will be subject to handling charges of an amount equivalent to 10% of the credit claims. If goods are not returned after 14 days of notification of the claim to the Company the Purchaser shall not be entitled to any credit. Unless otherwise agreed, no request for credit will be approved until a representative of the Company has inspected the goods on which credit is claimed. Until the inspection, the Purchaser is responsible for maintaining proper care of the delivered goods.
Any credits not taken up within 12 months, will be deemed as no longer being required and will be reversed off the account.

13. **The Purchaser acknowledges and agrees that the goods produced/manufactured on the Purchaser's instruction;** goods damaged or lost in transit; non-returnable goods ordered specifically for the Purchaser; goods altered or damaged by the Purchaser are not acceptable for return or credit.

14. Any liability of the company with respect to the goods shall arise in accordance with the Terms and Conditions only and shall be limited to the replacement of the goods or the payment of the cost of replacing the goods or acquiring equivalent goods, as the Company may elect. A Purchaser shall not be entitled to make any claim upon the Company if any amounts are outstanding from the Purchaser to the Company.

15. The Purchaser, and where the Purchaser is unincorporated each Proprietor of the Purchaser, hereby charges with payment of the moneys and compliance with all obligations owed by the Purchaser by the Company all beneficial interests (freehold and leasehold) in land held now or in the future by the Purchaser or Proprietor. The Purchaser and where applicable, each Proprietor agrees that if demand is made upon it, him or her by the Company, the Purchaser or, if applicable, that proprietor will immediately execute a consent to the caveat or mortgage, as required by the Company to secure the obligations pursuant to this clause. If he, she or it fails to execute a consent to caveat, a caveat or mortgage within a reasonable time of being so requested, the Purchaser or, if applicable, that Proprietor irrevocably and by way of security appoints any credit manager or Solicitor engaged by the Company to be its, his or her true and lawful attorney to execute and register such instruments.

16. The purchaser will do all things necessary to assist **Heatley's** in the registration, perfection and enforcement of its security interest in the goods as a first priority.

17. In the event that any term or provision cannot be given effect for any reason then the term or provision or part which cannot be given effect shall be severed and read down restrictively and the remaining terms and provisions shall remain valid and binding on the parties.

18. No waiver for the term or provision of any contract shall be construed as a continuing waver of the term or provision.

19. The provisions of these Terms and Conditions and any contact between the Company and the Purchaser shall be governed by the laws of the State of Western Australia.

20. Any overdue amounts will be charged at a rate of 6% per annum, from original date of invoice.