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 GOSFORD NSW 2250.
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 WYOMING NSW 22250
 Phone: 02 43247355
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 Accounts Receivable: Shelley Guest
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30 Day Credit Account Application.

Trading/Registered Name	A.B.N. / A.C.N.
Company/Business/Sole Trader (delete whichever not applicable)	

Address of Registered Office:	
Postal Address:	
Main Contact:	Mobile:
Telephone:	Fax:
Email Address:	

Principal Business Activity.	No. of yrs in business	Estimated Monthly Spend

Name and Addresses of Directors/Partners/Proprietor (delete whichever not applicable)

Title: Mr/Mrs/Miss/Ms	First Name:
Surname Name:	
Address:	
Telephone:	Mobile:
Drivers Licence: (Please include copy)	Date of Birth:
Email Address:	

Title: Mr/Mrs/Miss/Ms	First Name:
Surname Name:	
Address:	
Telephone:	Mobile:
Drivers Licence:	Date of Birth:
Email Address:	

(Copy page should additional Names be applicable)

IMPORTANT NOTICE TO APPLICANT(S) FOR 30 DAY CREDIT ACCOUNT

The supplier may give information about you to a credit reporting agency, but only limited kinds of information allowed by the Privacy Act 1998 (Commonwealth). This includes:

- *identity details - this includes your name, sex, date of birth, current known address, two immediately previous addresses, your current or last known employer, and your drivers license number:
- *the fact that you have applied for credit and the amount:
- *the fact that the supplier is a credit provider to you:
- *payments overdue for at least 60 days when the supplier has taken steps to recover:
- *advice that payments are no longer overdue:
- *cheques drawn by you which have been dishonored more than once:
- *the opinion of the supplier that you have committed a serious credit infringement:
- *when the credit provided to you has been discharged.

STATEMENT BY APPLICANT(S) FOR 30 DAY CREDIT ACCOUNT

1. Giving information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988)

The supplier has informed me that it may give certain personal information about me to a credit reporting agency.

2. Exchanging information with Other Credit Providers (Section 18N (b) Privacy Act 1988)

I agree to the supplier checking personal information about me with any credit provider named in my credit application, and with other credit providers that may be named in a credit report issued by a credit reporting agency, for any of the following purposes:

- *to assess my credit worthiness:
- *to assess an application by me for credit:
- *to help me avoid default on my credit obligations: and
- *to notify a default by me.

I understand that this information can include any information about my credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give to or receive from each other under the Privacy Act 1988.

I further agree that the supplier may disclose a credit report or any personal information derived from it to another credit provider, for any of the purposes mentioned above.

3. Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988)

In order to assess my application for this 30 Day Credit Account, I consent to the supplier obtaining a report containing information about my commercial activities or commercial credit worthiness, from a business which provides information about the commercial credit worthiness of persons.

4. Access to Consumer Credit Information for a Commercial Credit Application (Section 18K(1) Privacy Act 1988)

I consent to the supplier, in order to assess my application for this 30 Day Credit Account, obtaining from a credit reporting agency, a credit report about me containing consumer credit information AND I further consent to the credit reporting agency giving the credit report to the supplier.

NAME (Please Print):

Signature:

NAME (Please Print):

Signature:

NAME (Please Print):

Signature:

CREDIT AND BUSINESS TERMS FOR 30 DAY CREDIT ACCOUNT

The parties hereto agree as follows;

1. **Payment of any account shall be made within 30 days from which the statement is dated.**
2. Credit may be at the absolute discretion of the supplier of same and may be withdrawn, without notice.
3. That this contract will be interpreted in accordance with the laws of the State of New South Wales, and the parties agree that the law of the New South Wales shall apply to this contract and their dealings and the parties hereto submit to the jurisdiction of the Courts of that State.
4. That the supplier may charge a reasonable administration collection fee and /or interest on overdue amounts, should the applicant not make payment in accordance with the credit terms herein, or as advised in writing by the supplier to the applicant in the course of their business.
5. The property of the goods supplied subject to this application shall not pass to the applicant unless and until all monies owed by the applicant to the supplier are paid. Nothing in this cause shall raise a responsibility in the supplier to insure the goods and the insured risk in relation thereto shall pass upon delivery of same to the applicant.
6. That the supplier shall have the right to enter upon the applicants premises and seize the goods, the subject of paragraph 5, above wherein the property in same is not passed to the applicant.

The applicant covenants as follows;

1. Where the applicant is a company, the applicant will within seven days of the alteration advise the supplier in writing as to any alteration to the ownership of the applicant or alteration in company structure including the creation or establishment of a trust and the applicant agrees to be responsible and liable for the debts accrued by the applicant or others including its servants or agents. Further any guarantees given herein by that or those divested itself or themselves of the said interest in the company shall continue until written acceptance of such alteration or divestment is conveyed to the applicant by the supplier.
2. That the applicant will within SEVEN (7) days prior to the sale or assignment or gift or transfer of the business the subject of this application, advise the supplier in writing thereof and the applicant agrees to be responsible and liable for the debts accrued by the applicant or others including any purchaser, assignee, transferee, or beneficiary such sale, assignment, gift or transfer is conveyed to the applicant by the supplier.

The applicant and guarantors covenant as follows;

1. The applicant and guarantors will within SEVEN (7) days prior to divesting itself or themselves of any of the assets particularised in this application or any interest therein or undertake a course of action that would devalue the equity in such asset including giving a general charge, mortgage, lien or any incumbrance over same, advise the supplier in writing of such divestiture, charge or devaluation.

GUARANTEE BY ASSET OWNERS

- I /We by my/own signature hereto do further in my/our private and individual capacity(ies) jointly and severally guarantee to you the due observance and performance of all obligations and payment of all amounts which may at any time be owing to you by the applicant from whatever cause arising. My/Our liability to you shall be a continuing guarantee and principal obligation between me/us and you shall not be impaired by reason of the applicant being under any legal disability or by you granting time or other indulgence to the applicant or any other guarantor. My/Our obligations hereunder shall be binding on my personal representatives.

Walker Bros Timber & Building Supplies uses SMS messaging and emailing to inform of current promotions etc. By signing this document, you have given your permission for us to utilize this avenue of marketing. Should you wish you always have the option to unsubscribe from these services.

Signed by the said sole trader / company director/ guarantor in the presence of:

Director/Guarantor:

Witness:

Director/Guarantor:

Witness:

The common seal of the applicant was affixed hereto by order of the director(s) in the presence of the secretary;

Date: _____

Secretary _____

Terms & Conditions

Until ALL INVOICES are paid in full, and ALL MONIES received and cleared, ownership of the goods remain with the Supplier, but the risk passes to the Customer on delivery. Delivery shall occur if the Supplier or its Agent delivers, on delivery, and or if the Customer or its Agent takes delivery, at that point of delivery. Until the Supplier is paid in full, the relationship of the Customer to the Supplier shall be fiduciary in respect of the goods and the Customer shall hold the goods as bailee only for the Supplier. The Customer shall store the goods separately from its own until ownership has manifested in the Customer. Should the goods be onsold to a third party before payment, or in the event of the Appointment of an Administrator, Controller, Managing Controller, Receiver or Receiver Manager, or entry into an Informal/Formal Deed of Arrangement under the Bankruptcy Act of 1966 by the Customer, then the Customer assigns to the Supplier its right of recovery of payment from the third party.

In the event the Customer is in default of the agreed trading terms, then the Customer without reservation grants right of entry waiver to any or all properties under the Customers control, where the goods are reasonably expected to be stored. In the event the Supplier exercises its right of retaking possession of the goods, the Customer grants power of sale to the Supplier to resell the goods.

A fee of up to 2% per month will apply to any amount outstanding beyond agreed terms.

CREDIT CLAIMS

It is the responsibility of the Customer to carefully inspect the goods immediately they are delivered. No claims will be acknowledged unless notified within 7 days of buyer's receipt of goods. All goods returned must be in original condition and packaging complete in all detail and be accompanied with the identifying invoice number. Goods will only be accepted if the freight is prepaid by the Customer.

SPECIAL ORDERS

Special orders may attract a 50% deposit which will be debited to the Customer's account upon receipt of a written order for goods outside our normal stock lines or for goods specifically modified to the Customer's requirements. NOTE: No return of or cancellation will be accepted once the order has been commenced.

WARRANTIES

All goods sold carry only such warranty, if any as is furnished by the manufacturer thereof, or as implied by law as covered under The Trade Practices Act 1974 (Cth). The freight cost for goods returned for warranty consideration is the Customer's responsibility.

DAMAGES

The Supplier shall not be liable for any amount greater than the sale price of the product originally supplied. Without limiting the meaning of this clause, the Supplier shall not be liable for any claims, loss, expense whatsoever, how so ever arising, or in any event in any way whatsoever for any contingent, consequential direct/indirect special, or punitive damages arising in relation thereto, and the Customer acknowledges this express limit or liability and agrees to limit any claim accordingly. Further the Supplier shall not be responsible directly or indirectly for any consequent loss or maintenance, use or operation of the product by the Customer, or to any third party , or from any failure of the product whether defective or not.

INSURANCE

NO INSURANCE IS PROVIDED BY THE SUPPLIER. The Customer assumes responsibility of all goods at the point of delivery.