

Geelong Branch
76 Barwon Terrace,
South Geelong VIC 3220
sales@vicjs.com.au

Shepparton Branch
5-7 Callister St,
Shepparton VIC 3630
sales.shep@vicjs.com.au



APPLICATION FOR COMMERCIAL CREDIT ACCOUNT

1300 842 577 | www.vicjs.com.au
Vic Joinery Supplies Pty Ltd.
ABN: 42 611 432 056

To: Vic Joinery Supplies Pty Ltd. ACN: 611 432 056 - ABN 42 611 432 056 and each of its subsidiaries, divisions, affiliates, associated companies & related entities and any successors and assigns.

COMPANY/BUSINESS NAME: _____ **DATE COMMENCED:** _____
TRADING AS: _____ **ACN:** _____ **ABN:** _____

BUSINESS ADDRESS: _____

STATE: _____ POSTCODE: _____
PHONE NO: _____ **FAX:** _____ **EMAIL:** _____
POSTAL ADDRESS: _____
STATE: _____ POSTCODE: _____

BUSINESS TYPE: COMPANY TRUST PARTNERSHIP SOLE-TRADER
BUSINESS TYPE: OWNED RENTED LEASED

AGENT NAME: _____ **PHONE NO.** _____
LANDLORD NAME: _____ **PHONE NO.** _____
MARKET VALUE \$ _____ **MORTGAGE LENDER** _____
INDUSTRY TYPE: _____

TRUSTS: Is the customer involved or associated in any way with a Trust (whether Family Trust or Unit Trust) YES NO
INSOLVENCY: Has the customer or any of its directors or partners been insolvent or involved in any way with
any Insolvent, Reciever, Administrator, Bankruptcy or Part X etc. YES NO YEAR _____

BANK: _____ **BRANCH:** _____ **PHONE NO.** _____
ACCOUNTANT: _____ **PHONE NO.** _____ **FAX NO.** _____

DIRECTORS' DETAILS

1 NAME: _____ D.O.B: / /
PRIVATE ADDRESS: _____
STATE: _____ POSTCODE: _____
HOME PHONE NO. _____ MOBILE NO. _____
DRIVERS LICENCE: _____ EXPIRY DATE: _____

2 NAME: _____ D.O.B: / /
PRIVATE ADDRESS: _____
STATE: _____ POSTCODE: _____
HOME PHONE NO. _____ MOBILE NO. _____
DRIVERS LICENCE: _____ EXPIRY DATE: _____

3 NAME: _____ D.O.B: / /
PRIVATE ADDRESS: _____
STATE: _____ POSTCODE: _____
HOME PHONE NO. _____ MOBILE NO. _____
DRIVERS LICENCE: _____ EXPIRY DATE: _____

TRADE REFERENCES

1. NAME:	PHONE NO.	FAX NO.
2. NAME:	PHONE NO.	FAX NO.
3. NAME:	PHONE NO.	FAX NO.

CREDIT LIMIT REQUESTED \$	EXPECTED MONTHLY PURCHASES \$
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OFFICE USE ONLY

CREDIT DEPARTMENT

REFEREE NAME	LENGTH OF TIME TRADED	MONTHLY	AVERAGE PAYMENTS (DAYS)	REFEREE TERMS (DAYS)
1.				
2.				
3.				

CREDIT MANAGER'S COMMENTS

CRAA	IDENT CODE	ENQUIRY ACCESS CODE
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REPLY DATE & COMMENTS

ACCOUNT: APPROVED REJECTED

AUTHORISED BY:	DATE:
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ACCOUNT NUMBER:	TOTAL CREDIT LIMIT \$
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AGREEMENT TO GUARANTEE AND INDEMNIFY

To: Vic Joinery Supplies Pty Ltd ABN 42 611 432 056 and each of its subsidiaries, divisions, affiliates, associated companies and related entities and any successors and assigns

- WE GUARANTEE** payment to you of all monies and performance of all obligations including any past, present and future indebtedness or obligations by the Customer or any of us arising from any past present or future dealing with you.
- WE INDEMNIFY YOU** against all loss or damage arising from any past, present or future dealings with the Customer or any of us.
- WE AGREE**
 - To pay to a take-holder nominated by you the amount you certify if payable. being entitled to dispute whether that amount is payable.
 - That this agreement shall remain effective notwithstanding any conduct or event (including any Deed of Company Arrangements whether or not agreed to by you) which, but for this clause may have released or varied any obligation of the Customer or any of us.
 - Any payment, which is subsequently avoided by any law relating to insolvency, shall be deemed not to have been paid.
 - That we sign both in our personal capacity and as Trustee of every trust of which we are trustee;
 - To notify the Supplier of any change in the Customer's structure or management including any sale of disposition of any part of the business of the Customer, any change in director, shareholder or management or change in partnership or trusteeship within 7 days thereof.
- WE CHARGE** in your favour all our estate and interest in any land and any other assets whether tangible or intangible in which we now have any legal or beneficial interest or in which we later acquire any such interest, with payment of all monies owed by the Customer or any of us an agree upon request, to execute a registrable instrument transferring to you our said estate and interest by way of security.
- CONSIDERATION** You to grant credit from time to time at your discretion to the Customer and/or to forbear from taking any legal action for one month from the date hereof against the Customer.
- PROPER LAW** We agree that this Agreement and any claim or dispute between the Supplier, the Customer or any of us shall be governed by the law applicable in Victoria and heard in the appropriate courts nearest Melbourne.

READ & UNDERSTOOD: We have each read and understood this document.

THE PARTIES

(A) THE SUPPLIER: Vic Joinery Supplies Pty Ltd ACN: 611 432 056 - ABN: 42 611 432 056 and each of their subsidiaries, divisions, affiliates, associated companies and related entities and any successors and assigns,

(B) THE CUSTOMER: and each of ifs subsidiaries, divisions, affiliates, associated companies and related entities and any successors and permitted assigns.

(C) THE GUARANTORS:

- SEVERAL GUARANTORS** If more than one Guarantor is named or intended to sign as Guarantor, we each agree to be bound and liable for the full amount owed to you, even If we are the only one to sign and whether or not any amount is extinguished or compromised in any way. You may make any arrangements or comprise with any of us, obtain additional guarantees; indemnities or securities from any part or release or compromise with any Guarantor or party without effecting our liability.
- CREDIT LIMIT** Any credit limit you allow to the Customer is at your discretion and will not limit our liability to you.
- PRIVACY ACT** You may make any inquiries you deem necessary to investigate our creditworthiness including enquiry with our bankers, any other credit provider or any credit reporting agency and including personal credit and consumer credit information and landDate property inquiries and name searches ("the sources"). We authorise the sources to disclose anything concerning us which is in their possession. We agree that you may disclose any information you have concerning us to the sources.
- SEVERABILITY** Any part of anything herein shall be severable without affecting any other part hereof.
- ACKNOWLEDGEMENT OF CURRENT DEBT** We acknowledge that the Customer is indebted to you in the sum noted below as at the date noted below but acknowledge and agree that this Agreement to Guarantee and Indemnify is unlimited.
- DEMAND** We agree that our Liability to you arises without any demand by you upon the Customer or any of us.
- DEFINITIONS**
 - "You" and "Your" means each of the parties listed below as the "Supplier" jointly and severally;
 - "We" and "Us" means each of the Guarantors and the Customer jointly and severally and the joint and several successors and assigns of each;
 - "Customer" means the party listed below as the "Customer", any Franchisor, Franchisee or licensee thereof and any party or parties who acquire and/or conduct an part of the business of the Customer or any beneficial interest therein until notification is given pursuant to clause 3(e).

1.	OF:
SIGNATURE:	
WITNESS SIGNATURE:	PRINT NAME:
2.	OF:
SIGNATURE:	
WITNESS SIGNATURE:	PRINT NAME:
3.	OF:
SIGNATURE:	
WITNESS SIGNATURE:	PRINT NAME:
4.	OF:
SIGNATURE:	
WITNESS SIGNATURE:	PRINT NAME:

DATED:

IMPORTANT NOTICE: If you sign this Guarantee you may be required to pay someone else's debts. You should ensure that you read and understand its terms. If necessary, seek independent professional advice.

To the fullest extent legally possible, all contracts, dealings and for arrangements made between Vic Joinery Supplies Pty Ltd and any Customer relating to any products, services, or transactions are subject to the following Terms and Conditions of Trade ("these terms" unless otherwise agreed in writing),

- 1. PAYMENT** is to be cash, cheque, bank cheque or Electronic Funds Transfer without deduction, within 30 days from the end of month of invoice.
 - 2. PROPERTY**
 - (a) Property in products shall not pass until payment in full of all monies owned for those products or on any other basis by the Customer to Vic Joinery Supplies Pty Ltd who reserves the right to take possession and dispose of products as it sees fit at any time until full payment
 - (b) The Customer grants permission to Vic Joinery Supplies Pty Ltd to enter any property where any product is in order to do so with such force as necessary.
 - (c) Immediately upon delivery the Customer accepts liability for the safe custody of the products.
 - (d) Upon sale or disposition of any products prior to full payment, the Customer agrees to deposit all proceeds in a separate bank account, agrees not to mix proceeds with any other monies and will forthwith account to Vic Joinery Supplies Pty Ltd therefore even if Vic Joinery Supplies Pty Ltd may have granted any credit facility and/or time to pay.
 - (e) Until payment in full the Customer agrees:
 - (f) To keep all products unpaid for a fiduciary for Vic Joinery Supplies Pty Ltd and store them in a manner showing Vic Joinery Supplies Pty Ltd as owner;
 - (g) Only to sell products in the usual course of business on condition that the Customer holds all proceeds in trust for Vic Joinery Supplies Pty Ltd; and
 - (h) Sale on terms or for less than cost shall not be "in the usual course";
 - (i) This clause 3 is not intended to create a charge and shall be read down to the extent necessary to avoid creating a charge.
 - (u) Products will be deemed at all times to be dealt with by the Customer on a "first in first out" basis.
 - (k) The Customer agrees that a certificate purporting to be signed by an officer of Vic Joinery Supplies Pty Ltd identifying products as unpaid for shall be conclusive evidence that the products have not been paid for and of Vic Joinery Supplies Pty Ltd title thereto. (l) If the Customer uses any product in any construction or manufacturing process, the Customer agrees to hold such part of the proceeds thereof which relates to the products used, upon trust for Vic Joinery Supplies Pty Ltd until payment in full for those products and of all monies owed to Vic Joinery Supplies Pty Ltd
 - 3. PLACEMENT OF ORDERS** If any dispute arises over any order (including any question of identity, authority or any telephone, facsimile, computer or email order) the internal records of Vic Joinery Supplies Pty Ltd will be conclusive evidence of what was ordered.
 - {a} With each order placed, the Customer shall inform Vic Joinery Supplies Pty Ltd in writing within fourteen (14) days, of any material facts which would or might reasonably affect any decision to accept the order and/or grant credit in relation to it. Failure to do so shall create and be deemed to create an inequality of bargaining position; shall be and be deemed to be taking an unfair advantage of Vic Joinery Supplies Pty Ltd and to be unconscionable, misleading and deceptive.
 - 4. DELIVERY THE CUSTOMER** acknowledges and agrees that:
 - (a) Vic Joinery Supplies Pty Ltd accepts no responsibility or duty for delivery but may elect to arrange delivery at its discretion without any liability and at the Customer's costs responsibility in all things.
 - (b) Vic Joinery Supplies Pty Ltd reserves the right to charge for any delivery,
 - (c) The Customer shall be deemed to have accepted delivery and liability for the products immediately Vic Joinery Supplies Pty Ltd notifies the Customer that any products are ready for collection or they are delivered to a carrier or to the Customer's business premises or site whether attended or not.
 - (d) A certificate purporting to be signed by an officer of Vic Joinery Supplies Pty Ltd confirming delivery shall be conclusive evidence of delivery as shall any signed delivery docket.
 - (e) Vic Joinery Supplies Pty Ltd will not be liable for delay, failure or inability to deliver any products or perform any services.
 - (f) Once the Customer is notified products are ready for collection or delivery, the Customer agrees to pay all costs of Vic Joinery Supplies Pty Ltd in holding products for the Customer.
 - (g) The Customer shall provide reasonable and proper access to any site specified for delivery and Council approved crossing facilities.
 - (h) The Customer agrees to pay all costs and expenses arising from frustrated or delays in delivery.
 - (i) The Customer shall be responsible for any damage caused in the course of delivery whether to footpaths or to any other property.
 - (j) Vic Joinery Supplies Pty Ltd may unilaterally delay, cancel or suspend any delivery for any period or cancel any agreement for sale without any liability to any party
- 5. GOODS AND SERVICES Tax (GST)** The Customer agrees to pay for any taxable supply at prices adjusted per ACCC guidelines, to take into account GST.
 - 6. OTHER TERMS AND CONDITIONS** No terms and condition sought to be Imposed by the Customer upon Vic Joinery Supplies Pty Ltd shall apply, unless otherwise agreed in writing.
 - 7. RECOVERY COSTS** The Customer will pay to Vic Joinery Supplies Pty Ltd the costs and expenses incurred by its or its solicitors, legal advisors, mercantile agents and other parties acting on Vic Joinery Supplies Pty Ltd behalf in respect of anything instituted or being considered against the Customer whether for debt, possession of any product or otherwise.
 - 8. DEFAULTS**
 - (a) On any default or breach by the Customer of any of these Terms or any dealing with or obligation to Vic Joinery Supplies Pty Ltd, Vic Joinery Supplies Pty Ltd may elect to retain all monies paid, cease further deliveries, recover from the Customer all loss of profits and take immediate possession of any product not paid for, without prejudice to any other of its right and without liability to any party.
 - (b) The Customer agrees not to commence or continue or permit to be commenced or continued any action against Vic Joinery Supplies Pty Ltd whilst the customer is in default under any part of these Terms.
 - 9. SEVERABILITY** Any part of these Terms is capable of severance without effecting any other part of these Terms.
 - 10. CUSTOMER RESTRUCTURE** The Customer will notify Vic Joinery Supplies Pty Ltd in writing of any change in its structure or management including any change in director, shareholder or management or change in partnership or trusteeship and of the sale of any part of its business within 7 days of any such change of sale.
 - 11. CREDIT LIMIT** If Vic Joinery Supplies Pty Ltd grants a credit facility or nominates a credit limit, this is an indication of its intention at the time. Vic Joinery Supplies Pty Ltd can vary or withdraw any credit facility at any time, without liability to the Customer or any other party
 - 12. NOTICE**
 - (a) The Customer agrees that it will be deemed to have notice of any change to these Terms immediately they are adopted by Vic Joinery Supplies Pty Ltd whether or not the Customer has actual notice.
 - (b) The Customer shall be bound by any terms and conditions of sale adopted by Vic Joinery Supplies Pty Ltd immediately they are adopted, notwithstanding any other purported, pre-existing or other terms and conditions.
 - 13. SECURITY FOR PAYMENT** The Customer agrees on request to charge in favour of Vic Joinery Supplies Pty Ltd
 - (a) By way of a fixed charge of all its books of account, financial records, goodwill, documents of title and current and later acquired real property and intellectual property; and
 - (b) By way of a floating charge, the whole of the Customer's other undertaking, property and assets, with payment of all monies owed to Vic Joinery Supplies Pty Ltd
 - 14. INSOLVENCY**
 - (a) If the Customer commits or is involved in any act of insolvency, it agrees that this should be deemed in default under these terms:
 - (b) An act of insolvency is deemed to include bankruptcy, liquidation, receivership, administration or the like.
 - 15. CUSTOMER RESTRUCTURE** The Customer will notify Vic Joinery Supplies Pty Ltd in writing of any change in its structure or management including any change in director, shareholder or management or change in partnership or trusteeship and of the sale of any part of its business within 7 days of any such change of sale.
 - 16. JURISDICTION** The Customer agrees that all contracts made with Vic Joinery Supplies Pty Ltd shall be deemed to be made in the State territory nominated by Vic Joinery Supplies Pty Ltd and agrees to submit to the jurisdiction of the Courts nearest the Capital of that State territory.

Credit Information: The Customer and the person completing this application irrevocably authorise Vic Joinery Supplies Pty Ltd, its servants and agents to make such enquiries as they deem necessary to investigate the credit worthiness of the Customer and the person completing this application from time to time, including the making of enquiries with persons nominated as trade references, the bankers of the Customer any credit provider or Credit Reporting Agency and including personal credit and consumer credit information and Land Data property inquiries and name searches (hereinafter called "the information sources"). The Customer and the person completing this application hereby authorise the information sources to disclose to Vic Joinery Supplies Pty Ltd such information concerning the Customer and the person completing this application which is within their possession.

Person(s) Completing This Application:

POSITION:

NAME:

ADDRESS:

DATE:

SIGNATURE:

(Signed for and on behalf of the Customer) The Person completing this application on behalf of the Customer HEREBY REPRESENTS & WARRANTS that the information set out herein is true and correct and they are duly authorised to sign this Application on behalf of the Customer and ACKNOWLEDGES that Vic Joinery Supplies Pty Ltd will rely upon and be induced thereby to deal with the Customer.