



# Danahers Timber and Hardware

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 debtors@danahers.com.au  
 Timberten Pty Ltd ACN 161 561 584

## CREDIT APPLICATION AND TRADING AGREEMENT

between the Customer Applicant (I/We) and  
 Timberten Pty Ltd trading as Danahers Mitre 10 (Store)

### Applicant Details

Company <input type="checkbox"/>			Partnership <input type="checkbox"/>			Sole Trader <input type="checkbox"/>			Trust <input type="checkbox"/>		
Company or personal name(s):											
ABN:				Trading as:							
Type of business:						Years established:					
Postal address:											
Registered/Business address (if different to above):									Trade license number:		
Phone:				Mobile:				Email:			
Accounts payable contact name and phone:						Previous trading name, if changed within past 2 years:					
Names and addresses of all directors (if a company) or of all proprietors/partners:						Drivers licence number:			Date of Birth:		
1.											
2.											
3.											
Bank:						Branch:					
Real estate owned by Applicant:						Volume:			Folio:		
Address:											
Address:											
Other assets:						Other Liabilities :					
1. \$						\$					
2. \$						\$					
3. \$						\$					

Trade credit references established for more than 3 months (major suppliers only):		Password for operating a/c: _ _ _ _ _	
Supplier		Average monthly purchases \$	Phone number
Do any directors/partners have an existing account or had a previous account with the Store?			
If yes, give details:		Estimated monthly purchases: \$	

**CREDIT ACCOUNT TERMS AND CONDITIONS**

These are the terms and conditions which the Store may supply goods and services to an approved credit account customer:

1. All goods and services supplied by the Store to the Customer during any calendar month must be paid for in full by the Customer on or before the Store's last trading day in the following month (the **Due Date**).
2. A monthly billing cycle will apply. During each month the Store will render to the Customer a statement of account in respect of the preceding month. If the amount shown to be payable on such statement of account is not paid by the Customer to the supplier on or before the Due Date then a credit charge will immediately become payable. The credit charge will be at the rate of 18 per centum per annum calculated on the amount remaining unpaid under the statement of account computed from the Due Date.
3. The Store reserves the right at all times to suspend or discontinue the supply of goods and services to the Customer without being obliged to give any reason.
4. If an account card is issued then the Customer to whom it is issued is responsible for payment for all goods and services supplied against any use of that card notwithstanding that such use was unauthorised.
5. In the case of a monthly credit account opened in the names of two or more persons these persons are jointly and severally liable to pay that account.
6.
  - (a) Goods which the Store agrees to sell shall remain the Store's sole and absolute property as legal and equitable owner until such time as the Customer has paid in full for those goods and for all other amounts owing to the Store by the Customer, but such goods shall be at the risk of the Customer as soon as they are delivered to or collected by the Customer.
  - (b) Such goods will be held by the Customer as bailee for the Store until they and all other amounts owing have been paid in full.
  - (c) The Customer's right to possession of the goods shall cease if it not being a company commits an act of bankruptcy or if it is a company a receiver or manager becomes entitled to take possession of any assets of the company or any proceedings are instituted for the winding up of the company. Upon the happening of any such event, the Store may repossess the goods and for this purpose the Store or its authorized representative is at liberty to enter upon any premises where the Store reasonably believes the goods might be.
7. To secure payment of all monies which may become payable by the Customer to the Store, the Customer hereby charges with the due payment of those monies all of the Customer's interest in real property both present and future and the Customer consents to the Store lodging a caveat noting its interest hereunder. The Customer also consents to the Store registering any relevant interest it may have pursuant to the *Personal Properties Security Act 2009 (Cth)* and exercising any rights in connection with that interest and the Customer will comply with any notice received or render any necessary assistance to the Store in connection with the Store's rights under that Act.
8. If the Customer does not pay for goods supplied by the Due Date, all legal and administrative costs incurred by the Store in the recovery of any unpaid account will be payable by the Customer on a full indemnity basis.
9. If the *Competition and Consumer Act 2010 (Cth) (CCA)* does not apply to any sale of goods and services to the Customer pursuant to this Agreement, the Store will not be liable to the Customer for any damages, consequential, indirect or economic loss caused either directly or indirectly by those products or services or their use. In the case of a faulty product, the Customer will only be entitled to a refund, repaid or exchange at the Store's sole discretion. If the CCA does apply to the sale of any goods or services to the Customer, the provisions of the CCA will be observed.
10. The Customer agrees that it has read and understood these Terms and Conditions and agrees that they will apply and prevail over all other terms and conditions of sale said to be applicable to the Customer's order to the extent of any inconsistency.
11. The Store may assign or transfer the benefit of this Credit Application and Trading Agreement to a third party without the consent of the Customer, providing written notice is given before or after the event. The Customer must not assign or transfer the benefit of this Credit Application and Trading Agreement.
12. The Customer agrees that it has provided information in this Credit Application which is true and correct in every particular and that the Store is entitled to rely upon that information to assess the Customer's application for credit. Each signatory is duly authorised to sign this Application on behalf of the Customer.
13. The Store may advise in writing of any change to these Terms and Conditions, whereupon the Customer may terminate its credit account at any time with 14 days written notice and pay all monies owing if it is dissatisfied with the change.
14. Either the Customer or the Store may terminate the Customer's credit account with 30 days written notice with no reason required, whereupon the Customer must pay all monies owing to the Store by the end of the 30 days.
15. This Agreement is governed by the laws in the State in which the Store is located.

**Signed in acceptance of the above Terms and Conditions for and on behalf of the Customer by:**

Signed:	Print Name:
	Date:
Signed:	Print Name:
	Date:

**GUARANTEE**

To: The Store

In consideration of you agreeing my request to supply or to continue to supply or to cause to be supplied to the person identified below as your Customer goods and services on credit, the person/s identified below as Guarantor (**Guarantor**) hereby guarantees the due payment by the Customer of all monies whenever due and owing by the Customer on any account whatever to you and the Guarantor agrees:

- (a) That this Guarantee is a continuing guarantee and if the Guarantor is a person shall bind the estate of the Guarantor.
- (b) That if the Customer is a company the Guarantor will not while any monies are owing to you by the Customer claim or receive the benefit of any dividend or payment in a winding up of the Customer in competition with you so as to diminish any dividend or payment which but for such proof or claim you would be entitled to receive and that the receipt of any payment by you out of any winding up of the Customer or any scheme of arrangement relating to the Customer will not affect your right to recover from the Guarantor under this Guarantee.
- (c) That if the Customer is a natural person the Guarantor will not while any monies are owing to you by the Customer claim or receive the benefit of any dividend or payment under the bankruptcy of the Customer nor in any arrangement with creditors relating to the Customer in competition with you so as to diminish any dividend or payment which but for such proof or claim you would be entitled to receive and that the receipt of any payment by you under a bankruptcy of the Customer or under any arrangement with creditors relating to the Customer will not affect your right to recover from the Guarantor under this Guarantee.
- (d) That if the Customer is a company this Guarantee will not be affected revoked or discharged by the winding up of the Customer.
- (e) That no security or payment which may be voided under law relating to bankruptcy or to the liquidation of companies and no release, settlement or discharge which may have been given or made on the faith of any such security or payment will prejudice or affect your right to recover under this Guarantee from the Guarantor and to enforce this Guarantee and if any such security or payment is voided you will be restored to the rights which but for any such avoidance you would otherwise have had.
- (f) That any sum of money which may not be recoverable by you from the Guarantor on the footing of this Guarantee whether by reason of any legal limitation, disability or incapacity on or of the Customer or any other circumstance will nevertheless be recoverable from the Guarantor as principal debtor in respect therefore and will be paid to you by the Guarantor on demand.
- (g) That the liability of the Guarantor under the Guarantee will not be impaired or discharged by reason of any time or other indulgence granted by you to the Customer or by any arrangement entered into whereby your rights are in any way modified or abrogated and that no notice of the granting of any time or indulgence or of the entering into of any arrangement need be given to the Guarantor.
- (h) That any notice or demand to be made by you upon the Guarantor will be deemed to be duly made and given if the same is in writing signed by the Secretary or any authorised person of your Company and is left in an envelope addressed to the Guarantor at the address of the Guarantor shown below or posted to the Guarantor at that address.
- (i) A certificate signed by any Director, Secretary, Administration Manager or Credit Manager of your Company stating the balance of monies due to the Store will be conclusive evidence of the indebtedness of the Customer to the Store at the date of the certificate.
- (j) If more than one person is the Guarantor, then the liability of those persons under this Guarantee is a joint and several liability and every reference to the Guarantor will apply to and bind each of those persons.
- (k) In this Guarantee unless a contrary intention appears from the context a reference to a person includes a reference to a company and the singular number includes the plural.
- (l) The Guarantor agrees to any credit reporting agency giving to you a credit report requested by you for the purpose of assessing whether to accept the Guarantor as guarantor in respect of credit applied for or provided to the Customer.
- (m) To secure payment of all monies which may become payable by the Guarantor to the Store under this Guarantee the Guarantor hereby charges with the due payment of those monies all of the Guarantor's interest in real property both present and future and the Guarantor consents to the Store lodging a caveat or caveats noting its interests hereunder or to provide any further security as reasonably requested by the Store.
- (n) The Guarantor acknowledges that it has been given the opportunity to seek legal and financial advice before signing this Guarantee.

Dated this                                  day of                                  20

Name of Customer: .....

Name & Address of Guarantor 1: .....

Name & Address of Guarantor 2: .....

Name & Address of Guarantor 3: .....

Signature of each Guarantor must be witnessed by an adult person:

Signed by Guarantor 1	In the presence of:
	Name of witness (print)
Signed by Guarantor 2:	In the presence of:
	Name of witness (print):
Signed by Guarantor 3:	In the presence of:
	Name of witness (print):

**Our Privacy Statement to the Customer**

The Store is committed to providing you with a high level of customer service. This includes protecting your privacy when you deal with us. We will ensure the personal information you have provided to us will be handled in accordance with the *Privacy Amendment (Private Sector) Act 2000*.

**What kind of information do we hold**

If you place a special order with us, make a cheque purchase, request a refund, request that we deliver your purchases to you, establish an account with us, or make a purchase over the telephone or fax with your credit card, we generally collect your name, address, telephone and/ or fax number, date of birth, professional licencing information, email address and credit card details.

We collect this information to make it easier for us to fulfil your order as efficiently as possible and so that we can serve you better. However, depending on the product or service you have acquired, we may also hold specific information about you. Without these details, we would not be able to carry on our business and provide our services to you. We collect the information from you via our account application form, over the telephone or in person.

**When we disclose your personal information**

The Store will not divulge your information to third parties unless it is necessary to effectively fulfil your order, such as giving your name, delivery address and telephone number to our couriers and for market intelligence gathering by us or our parent companies. We will only use your personal information for other purposes for which you have authorised us, or if the disclosure is reasonably required by law or for any legal proceedings or if it is in the public interest to do so.

**Help us ensure your personal information is up to date**

If you find that the information we hold about you is inaccurate or out-of-date then we will correct it. Please keep us up to date with changes to your personal information (for example your address).

**You have the right to access your personal information**

You can access your personal information we hold, subject to some exceptions, allowed by law. If you wish to access your information, please contact us. We may have to verify your identity before meeting your requests. We reserve the right to charge a fee for searching for and providing access to your information.

**How to Lodge a Complaint**

If you think that we have breached our obligations in relation to your privacy, then you can make a complaint directly to our Store Manager.

**Contact Us**

If you wish to know more about our Privacy Policy, then you can contact us on the above details between 9.00am and 5.00pm Monday to Friday, or visit us at the Store.

**Please read carefully:**

I/We agree that the Store may give to and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about my/our credit arrangements. I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the *Privacy Act 1988* and *Privacy Amendment (Private Sector) Act 2000*.

I/We confirm receipt of and having read the Privacy Statement above and agree to its terms:

**Signed by all Applicants/Directors:**

Signed:	Print Name:
	Date:
Signed:	Print Name:
	Date:
Signed:	Print Name:
	Date:
Signed:	Print Name:
	Date: