

Application for Credit

DATE: day of 2008

Buyer Details	
Trading Name	
Legal Name	
ABN	Date Business Commenced:
Registered Address	
	Suburb: State: Postcode:
Postal Address	
	Suburb: State: Postcode:
Delivery Address	
	Suburb: State: Postcode:
Phone	
Fax	
Contact Person ¹	
Bank Details	
Name of Bank	
Branch	
Type of Organisation	Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietary Company <input type="checkbox"/> Trust <input type="checkbox"/> Other <input type="checkbox"/> (please detail)
Partner/Director/Shareholder Details	Name:
	Address:
	Phone:
Partner/Director/Shareholder Details	Name:
	Address:
	Phone:
Partner/Director/Shareholder Details	Name:
	Address:
	Phone:
Trade References² (Three references required)	Name:
	Address:
	Phone:
<i>Note references should be with major suppliers and/or those suppliers with whom you have incurred a similar level of credit to that requested from P&R Sheetmetal Pty Ltd</i>	Name:
	Address:
	Phone:
	Name:
	Address:
	Phone:

Have you had dealings with P&R Sheetmetal in the past? Yes / No

If Yes, under what name? _____

Estimated value of purchases each month: \$ _____ Invoice with goods? Yes / No

¹ For Order and Account information
² Excluding Credit Cards, Fuel Suppliers, Landlord, Power and Telephone
8000226 - n544602v1
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CREDIT TERMS

1. DEFINITIONS

"Buyer" means the person named as such in this Application for Credit;
"Credit Account" means the credit account provided by the Seller to the Buyer for the payment of outstanding amounts in respect of goods and/or services provided by the Seller;
"Credit Terms" means these terms and conditions for a Credit Account;
"Seller" means P&R Sheetmetal Pty Ltd (ACN 005 550 747);
"Terms of Trade" means the separate terms and conditions of trade in relation to the supply of goods or services by the Seller.

2. BUYER'S OBLIGATIONS

The Buyer acknowledges and agrees that:

- (a) the Seller may, at its sole discretion, provide the Buyer with the Credit Account;
- (b) the Seller may refuse to grant a Credit Account for any reason whatsoever and at the Seller's sole discretion;
- (c) the Seller may refuse to consider the Buyer's application for credit and/or grant the Buyer any credit unless the Buyer has submitted the required application forms and documents to the Seller as specified at the Seller's sole discretion. Such application forms and documents may include, without limitation, this Application for Credit, a Privacy Consent Form, a signed copy of our Terms of Trade and a Guarantee and Indemnity;
- (d) where requested by the Seller, the Buyer will arrange for its directors, other officers or other third parties to sign a Guarantee and Indemnity in a form specified by the Seller from time to time. A failure to comply with this requirement may (without limitation) lead to a refusal of credit or to the cancellation of any Credit Account;
- (e) if the Seller grants the Buyer a Credit Account, the Buyer agrees to pay the Seller the outstanding balance of the Credit Account on a monthly basis. The Seller will invoice the Buyer monthly in respect of the amount owing and the Buyer must pay the balance of the Credit Account within 30 days of the date of the invoice or within any other time period specified in the invoice;
- (f) the Seller may cancel the Credit Account at any time in the Seller's sole discretion and for any reason whatsoever (including, but not limited to, any breach of these Credit Terms). Such cancellation may be done with or without notice to the Buyer. Upon the cancellation of the Credit Account, the Buyer agrees that it will pay the Seller the balance owing on the Credit Account within seven (7) days following the date of cancellation;
- (g) a document signed by the Seller stating the amount owing in the Credit Account will be conclusive evidence of the amount owing by the Buyer to the Seller.
- (h) the Buyer agrees to be bound by the Terms of Trade and that will observe each of its obligations arising under the Terms of Trade;
- (i) it represents and warrants to the Seller that it is purchasing goods and services from the Seller wholly or predominantly for business purposes;
- (j) the Seller has relied on the information provided by the Buyer in this Application for Credit in determining whether to grant credit. The Buyer warrants that all of the information as provided is true and correct in every detail. The Buyer agrees to immediately advise the Seller should any of the information provided change or should there be any change to the Buyer's corporate structure or ownership;
- (k) interest may accrue on any amounts which are overdue in accordance with the Terms of Trade;
- (l) these Credit Terms are independent of and in addition to any rights which the Seller may have under the Terms of Trade in relation to the payment of monies by the Buyer or in relation to any other matter; and
- (m) these Credit Terms are governed by the laws of the State of Victoria, Australia.

By signing below, the Buyer certifies that the above information is true and correct in every detail and that the Buyer is authorised to make this application for credit.

The Buyer acknowledges and agrees that in addition to the above Credit Terms, the Buyer has read and understood the Terms of Trade which governs the supply of goods and services by P&R Sheetmetal Pty Ltd. The Buyer agrees to be bound by the Terms of Trade.

Signed: _____ Date: _____
(Proprietor / Partner/ Director/ Authorised Signatory) Circle one

Full Name: _____ Position: _____