

**The Truss & Frame Factory Pty Ltd**

Phone: 6331 3977 Fax: 6331 3428

ABN 16 051 436 830

**CREDIT ACCOUNT APPLICATION**

**PLEASE PRINT ALL DETAILS CLEARLY AND COMPLETELY**

<b>ACCOUNT DETAILS</b>	NAME OF ACCOUNT: _____	Mobile No. _____
	Registered Trading Name: _____	Phone No. (W) _____
	Customer's Full Name: _____	Phone No: (H) _____
	Account Contact: _____	Facsimile No: _____
	A.B.N: _____ A.C.N: _____	Email Address _____
	Builders Licence No: _____	_____

<b>ADDRESS</b>	Postal Address	Office Address
	_____ _____	_____ _____

<b>ADDRESS</b>	If less than 12 months, previous address
	_____ _____

<b>TRADING DETAILS</b>	<input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Private Company <input type="checkbox"/> Public Company <input type="checkbox"/> Charity
	<input type="checkbox"/> Other incorporated body <input type="checkbox"/> Municipal/Government
	Main business activity _____
	Date business established _____
	If a subsidiary, name of Parent Company: _____
	Registered Address of Parent Company: _____

<b>Details of Account Holders, Directors or Proprietors</b>	Name: _____	Name: _____
	Residential Address: _____	Residential Address: _____
	_____	_____
	Home Phone No: _____	Home Phone No: _____
	Drivers License No: _____	Driver's License No: _____

<b>AMOUNT of CREDIT REQUESTED</b> <b>BANKING DETAILS</b>	\$ _____	(to cover 60 days)
	Bankers: _____	Branch: _____
	BSB: _____	Account No: _____

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**TRADE REFERENCES** (not personal references)

Please provide names, addresses and telephone numbers of main suppliers from whom references can be obtained.

**Concrete Supplier**

1. Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address \_\_\_\_\_ Fax No.: \_\_\_\_\_

**Brick Supplier**

2. Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address \_\_\_\_\_ Fax No.: \_\_\_\_\_

**Window Supplier**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address \_\_\_\_\_ Fax No.: \_\_\_\_\_

**Hardware Supplier**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address \_\_\_\_\_ Fax No.: \_\_\_\_\_

Is there any reason why payment cannot reasonably be expected within 30 days of the end of each month?

Yes  No

If yes, please detail reasons \_\_\_\_\_

Will order numbers be provided for each delivery?

Yes  No

<b>E-mail invoices to the above address</b>	YES or NO
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<p><b><u>I/WE DECLARE THAT</u></b> I/we have read and understood this Credit Account Application and <i>The Truss &amp; Frame Factory Pty Ltd</i> Terms of Trade incorporated in this Application and agree to be bound by them. The information provided by me/us in this Application is true and correct. It is upon the basis of the above statements that I/We submit this Application for acceptance by <i>The Truss &amp; Frame Factory Pty Ltd</i>. If any change occurs to the information provided by me/us in this Application, I/we undertake to immediately notify <i>The Truss &amp; Frame Factory Pty Ltd</i> of the details of such change. I/We understand that <i>The Truss &amp; Frame Factory Pty Ltd</i> may withdraw or limit credit facilities at its absolute discretion without notice.</p>	
<b>Signature of Authorised Person/s</b>	<b>Name of person/s authorised to charge to this account</b>
_____	_____
<b>Print Name</b> _____	_____
<b>Date of Application</b> _____	_____
<b>Position</b> _____	

**1. Agreement that The Truss & Frame Factory Pty Ltd may seek consumer credit information (Section 18K (1)(b), Privacy Act 1988)**

If The Truss & Frame Factory Pty Ltd considers it relevant to assessing my/our application for commercial credit, I/we agree to The Truss & Frame Factory Pty Ltd obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by The Truss & Frame Factory Pty Ltd.

**2. Exchanging information with other credit providers (Section 18N (1) (b), Privacy Act 1988)**

I/we agree to The Truss & Frame Factory Pty Ltd obtaining personal information about me/us from other credit providers, whose names I/we may have provided for The Truss & Frame Factory Pty Ltd or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to The Truss & Frame Factory Pty Ltd.

**3. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K 1(h) Privacy Act 1988)**

I/we agree that The Truss & Frame Factory Pty Ltd may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# The Truss & Frame Factory Pty Ltd

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## CREDIT ACCOUNT APPLICATION

### DIRECTORS' GUARANTEE & INDEMNITY

At the request of the Customer and the Guarantors The Truss & Frame Factory Pty Ltd agrees to provide credit to the Customer in consideration of this Guarantee and Indemnity being given by the Guarantors.

The Customer is: \_\_\_\_\_

The Guarantee (s) is: \_\_\_\_\_

#### 1. Guarantee

The Guarantor guarantees to The Truss & Frame Factory Pty Ltd prompt performance of all of the Customer's obligations contained in the terms of trade incorporated into this application. If the obligation is to pay money, The Truss & Frame Factory Pty Ltd may recover the money from the Guarantor as a liquidation debt. The Guarantor hereby consents to The Truss & Frame Factory Pty Ltd registering a caveat over any or all real property held in the name of the Guarantor in the event the customer defaults in its obligation under this credit agreement.

#### 2. Indemnity

In addition to the Guarantor's liability under this guarantee and Indemnity the Guarantor indemnifies *The Truss & Frame Factory Pty Ltd* against any loss suffered by The Truss & Frame Factory Pty Ltd because the Applicant is not bound by some and all of its obligations under the terms of trade incorporated into this application or otherwise defaults in its obligation to The Truss & Frame Factory Pty Ltd.

#### 3. Liability of Guarantor

The Guarantor's liability under paragraphs 2 and 3 is not diminished or reduced by:

- a. the granting of any time, forbearance or other concession by *The Truss & Frame Factory Pty Ltd*;
- b. any absolute or partial release of the Customer or any Guarantor or any compromise with the customer or any Guarantor;
- c. any variation of this Application;
- d. the termination of this Application;
- e. the fact that this Application is wholly or partially void, voidable or unenforceable;
- f. non-execution of this Application by one or more of the persons named as Guarantor or the unenforceability of this guarantee or indemnity against one or more of the Guarantors; or
- g. the exercise or purported exercise by *The Truss & Frame Factory Pty Ltd* of its right under the terms of trade incorporated into this Application

#### 4. Guarantor Liability regardless of Any Law

The Guarantor's liability is not discharged by any payment to *The Truss & Frame Factory Pty Ltd*, which is later voided by law. If that happens, The Truss & Frame Factory Pty Ltd, the Customer and the Guarantor will be restored to their respective rights as if the voided payment had not been made.

#### 5. Indemnity on Disclaimer

If a liquidator of the Customer disclaims this Application, the Guarantor indemnifies *The Truss & Frame Factory Pty Ltd* against any resulting loss.

#### 6. Guarantor Not To Prove in Liquidation

- a. The Guarantor must not prove or claim in any liquidation, arrangement or assignment for the benefit of the Customer's creditors until *The Truss & Frame Factory Pty Ltd* has received all monies payable to it by the Customer.
- b. The Guarantor must hold any proof; claim or dividend by it on trust for *The Truss & Frame Factory Pty Ltd* until the Guarantors' obligation under this Guarantee and Indemnity are satisfied in full.

#### 7. Guarantee to Continue

If the business of *The Truss & Frame Factory Pty Ltd* ("*the Business*") is sold, the benefit of this Guarantee and Indemnity may be extended to the purchaser of the business and continue concurrently for the benefit of the purchasers of the business or *The Truss & Frame Factory Pty Ltd* unless *The Truss & Frame Factory Pty Ltd* releases the Guarantor in writing.

**The Truss & Frame Factory Pty Ltd**

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**8. Application**

Each Guarantor has read and understood this Application and *The Truss & Frame Factory Pty Ltd*. Terms of Trade incorporated in the Application and agree to be bound by them.

**9. Joint & Several Liability**

The liability of each Guarantor under this Guarantee and Indemnity is joint and several.

SIGNATURE of Guarantor: .....  
Print Name Signature Dated

SIGNATURE of Guarantor: .....  
Print Name Signature Dated

**The Truss & Frame Factory Pty Ltd recommends that any person giving a guarantee in relation to this credit account application should obtain independent legal advice.**

**The Truss & Frame Factory Pty Ltd (“the Company”)**

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The Applicant is: \_\_\_\_\_

**A G R E E M E N T**  
**=====**

1. The Applicant hereby agrees to be bound by all the Company's terms and conditions as set out herein and it is expressly agreed and acknowledge that such terms and conditions have been read and fully understood and are hereby specifically incorporated into this agreement.
2. Contractual relations between us pursuant to this agreement shall commence on and from the date the Company notifies the applicant of its approval of this application and of the credit limit allowed.
3. The Applicant is aware that in the event a credit charge account is requested in the name of a company, the opening of such an account is subject to and conditional upon written personal guarantees being properly executed and delivered by all directors.
4. The Applicant certifies that all the information set out in the Application is complete and true and correct and acknowledges that the Company has relied upon such information in giving consideration to such application.
5. The Applicant acknowledges that all goods supplied will be subject to Payment Claims made under the Building & Construction Industry Security of Payment Act 1999 NSW.

Signed by or for and on behalf of  
the applicant, the signatory \_\_\_\_\_ )  
hereby warranting that he/she is )  
duly authorised by the applicant ) \_\_\_\_\_  
so to do in the presence of: \_\_\_\_\_ Title or position

Witness \_\_\_\_\_

Print name \_\_\_\_\_ Date of agreement \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

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Approved \_\_\_\_\_

Date \_\_\_\_\_

Credit Limit \_\_\_\_\_

Account Number \_\_\_\_\_

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## CREDIT ACCOUNT APPLICATION

### TERMS OF TRADE

*The Truss & Frame Factory Pty Ltd* will only agree to supply and deliver services to the Customer upon the following conditions:

#### 1. PRICES NET OF TAXES

Prices quoted unless otherwise stated are net, exclusive of goods & services tax (GST). Prices for goods are subject to change without notice. GST, where applicable is payable by the customer & will be charged at the appropriate rate ruling at the date of the tax invoice.

#### 2. DELIVERY

Any time quoted by *The Truss & Frame Factory Pty Ltd* for delivery of goods & services is an estimate only & *The Truss & Frame Factory Pty Ltd* is not liable for late delivery or non-delivery for any reason. If any circumstance or event beyond its control delays *The Truss & Frame Factory Pty Ltd*, then it may suspend or extend the delivery or supply time *The Truss & Frame Factory Pty Ltd* shall not be liable to the customer for any consequential loss or damage arising from such delay or non delivery or non supply. The customer must notify *The Truss & Frame Factory Pty Ltd* in writing, within 7 days of the despatch of goods by *The Truss & Frame Factory Pty Ltd*, of any damaged goods or goods which were not delivered as ordered.

All prices quoted, unless otherwise noted include delivery to site by semi-trailer crane truck. Where access by semi-trailer is not possible, whether due to street access or site conditions, any additional handling charges are at the customer's expense. This includes additional craning, traffic management and costs associated with additional handling due to the proximity of overhead power lines. In all cases, access to site and use of the truck crane for unloading is strictly at the discretion of the truck driver. If the truck becomes stuck on site as a result of a direction issued by the customer, all recovery costs and costs for rectifying damage resulting from recovery is strictly the customer's expense.

#### 3. PAYMENT

*The Truss & Frame Factory Pty Ltd* must receive payment of the invoice amount, including GST without deduction, within thirty (30) days after the end of the month during which the goods & services were invoiced. If the customer commits any act of insolvency, all money due & owing by the customer to *The Truss & Frame Factory Pty Ltd*, by way of credit or otherwise, will become due & payable immediately. *The Truss & Frame Factory Pty Ltd* reserves the right to suspend, with or without notice, delivery of goods & services if any payment due by the customer to *The Truss & Frame Factory Pty Ltd* is overdue. The Customer must pay overdue account fees on the overdue amount at 12% per annum, from the due date for payment until paid. The customer must pay all costs & expenses (including legal and debt collection commissions) which may be incurred by *The Truss & Frame Factory Pty Ltd* in the attempted recovery of the overdue amount.

#### 4. RISK IN THE GOODS

The risk in the goods shall pass to the customer when the goods are loaded onto the customer's vehicle if picked up or once on site if delivered by *The Truss & Frame Factory Pty Ltd*. *The Truss & Frame Factory Pty Ltd* is not responsible for any loss or damage sustained following delivery to site.

#### 5. TITLE TO PASS UPON PAYMENT

Title to the goods shall not pass to the customer until payment for the goods is received by *The Truss & Frame Factory Pty Ltd*. If the customer does not pay for any goods in accordance with these Terms of Trade, *The Truss & Frame Factory Pty Ltd* is hereby irrevocably authorised by the customer to enter the customer's premises (or any premises under the control of the Customer or as agent of the Customer if the goods are stored at premises) & use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Customer whatsoever.

#### 6. PRIVACY ACT ACKNOWLEDGEMENT AND CONSENT

The Customer authorises *The Truss & Frame Factory Pty Ltd* to obtain a credit report concerning the customer's credit worthiness & consents to any credit report concerning the customer being made available to *The Truss & Frame Factory Pty Ltd* for the purpose of future dealings with the customer or the accuracy of information provided by the customer to *The Truss & Frame Factory Pty Ltd* from time to time. The customer further authorises *The Truss & Frame Factory Pty Ltd* to exchange or disclose any information concerning the customer's credit worthiness with or to any person or source. The customer acknowledges that information may be disclosed to a credit reporting agency as permitted under the Privacy Act.

#### 7. CUSTOMER'S SPECIAL ORDERS

*The Truss & Frame Factory Pty Ltd* reserves the right to request a deposit for orders of non-stock items for the manufacture of goods to the customer's specifications and shall not be responsible for errors in the customer's specifications. The customer may not cancel such orders without the written consent of & on terms satisfactory to *The Truss & Frame Factory Pty Ltd*. *The Truss & Frame Factory Pty Ltd* will not accept returns of goods made to customer specification unless they are defective.

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### **CREDIT ACCOUNT APPLICATION**

#### **8. RETURN FOR CREDIT**

All cancellations & returned goods must be notified in writing & must be made within thirty (30) days of the invoice date to receive a credit. No credit will be given for returns outside this period. Such notification should state the date & number of the invoice & the reason for the return (faulty, damaged, wrongly delivered etc.). Approval for credit must be obtained from *The Truss & Frame Factory Pty Ltd* who shall have the absolute discretion in granting any such approval & the terms of any such approval. All goods returned for credit are to be clearly consigned to *The Truss & Frame Factory Pty Ltd* & must be in the original packaging & in a saleable & undamaged condition.

If *The Truss & Frame Factory Pty Ltd* accepts the reason for the claim for credit is due to *The Truss & Frame Factory Pty Ltd* fault then the cost of freight shall be borne by *The Truss & Frame Factory Pty Ltd*, otherwise the cost of freight will be borne by the Customer.

#### **9. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, *The Truss & Frame Factory Pty Ltd*, its servants & agents are not liable for any loss or damage (including but not limited to loss or damage caused by the negligence of *The Truss & Frame Factory Pty Ltd*, servants or agents & incidental & consequential loss or damage) arising from or in connection with the supply of goods or services.

To the extent permitted by law the liability of *The Truss & Frame Factory Pty Ltd*, its servants or agents (including liability & negligence) is limited to:

- (i) In the case of goods, the replacement or re-supply of equivalent goods or the cost of such replacement or re-supply (whichever is the lesser);
- (ii) In the case of services, the re-supply or the cost of the re-supply of such services (whichever is the lesser).

*The Truss & Frame Factory Pty Ltd* is not liable for any loss or damage the Customer may suffer if *The Truss & Frame Factory Pty Ltd* cannot do what it has promised because of events beyond its reasonable control.

#### **10. WHEN THE CUSTOMER IS A CORPORATION**

The Customer acknowledges that where the Customer is a corporation it is a condition of the supply of goods & services by *The Truss & Frame Factory Pty Ltd* that payment for such supply is secured by the directors Guarantee & Indemnity attached to this application, unless this condition is expressly excluded in *The Truss & Frame Factory Pty Ltd* acceptance of this application.

#### **11. ENTIRE AGREEMENT**

The Customer acknowledges that, except where otherwise agreed in writing by *The Truss & Frame Factory Pty Ltd*, these Terms of Trade (along with documents attached to this document) constitute the entire agreement of the parties as to the supply of goods or services by *The Truss & Frame Factory Pty Ltd* and prevail over any conditions which the Customer may seek to introduce in the Customer's purchase order. These Terms of Trade may not be varied without prior written agreement of *The Truss & Frame Factory Pty Ltd*.

#### **12. WAIVER**

The failure, delay, relaxation or indulgence on the part of *The Truss & Frame Factory Pty Ltd* in exercising any power or right conferred upon *The Truss & Frame Factory Pty Ltd* by these Terms of Trade does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under these Terms of Trade.

#### **13. GOVERNING LAW**

These Terms of Trade shall be construed in accordance with the law in force in New South Wales, Australia & the parties agree to submit to the jurisdiction of the Courts of the State.

#### **14. SEVERENCE**

These Terms of Trade are qualified by any provision of a law which applies & which cannot be excluded, if any provision of these Terms of Trade is deemed to be unlawful or unenforceable, such provision shall be severed from these terms of Trade & all other provisions hereof shall remain in force to the fullest extent, permitted by law.