

APPLICATION FOR CREDIT

Head Office

03 5222 1269
144 Fyans Street
South Geelong Vic 3220
A.B.N 23 063 829 569
C/o Drysdale Plumbing Supplies
A member of Plumbing Plus

DATE _____



BUSINESS NAME: _____

SOLE TRADER

PARTNERSHIP

COMPANY

TRADING NAME: _____

POSTAL ADDRESS: _____

SUBURB _____ STATE _____ P/CODE: _____

DELIVERY ADDRESS: _____

SUBURB _____ STATE _____ P/CODE: _____

MOBILE PH: _____ ACCOUNTS CONTACT : _____

ACCOUNTS PH: _____ ACCOUNTS EMAIL: _____

DO YOU REQUIRE PURCHASE ORDER NUMBERS ON INVOICES: YES NO

WOULD YOU LIKE TO RECEIVE INVOICES & STATEMENTS VIA EMAIL: YES NO

WOULD YOU LIKE ACCESS TO OUR ONLINE TRADE PORTAL: YES NO

PLUMBERS LICENSE #: _____

DRIVERS LICENSE #: _____

Please supply a copy of your driver's license, both sides.

CREDIT REFERENCES

COMPANY _____ PHONE _____

COMPANY _____ PHONE _____

COMPANY _____ PHONE _____

ACCOUNTANT

NAME: _____ YEARS _____ TELEPHONE _____

BANK

NAME: _____ YEARS _____ TELEPHONE _____

BUSINESS

TYPE OF BUSINESS: _____ NUMBER OF EMPLOYEES _____

YEAR BUSINESS COMMENCEMENT DATE: _____ REQUESTED CREDIT LIMIT: \$ _____

ARE BUSINESS PREMISES: OWNED RENTED _____

PLEASE SPECIFY AGENT'S NAME

SOLVENCY

ANY PARTNER, DIRECTOR OR PRINCIPAL

- BEEN BANKRUPT OR HAD A COURT JUDGEMENT? YES NO
- ENTERED AN ARRANGEMENT UNDER THE BANKRUPTCY ACT? YES NO

TRADING TERMS AND CONDITIONS

I/We the directors of ("the Guarantors") in consideration of the within-named Supplier ("the Supplier") providing credit to the within-named Customer ("the Customer") at our request **DO HEREBY** for ourselves and respective executors and administrators jointly and severally covenant with the Supplier that if at any time default shall be made in the payment of any monies payable by the Customer to the Supplier we will forthwith on demand by the Supplier pay to it the whole of such monies which shall then be due and payable to the Supplier and will keep the Supplier indemnified against all losses costs charges and expenses whatsoever which the Supplier may incur by reason of any default on the part of the Customer in complying with the trading terms and conditions of the Supplier.

1. You must not change Your name, change Your structure, status or partnership, or assign or sell Your business to another party, or initiate any change to any registered documentation, or act in any manner which would impact on our registered Security Interest without Our prior written consent. No such event shall affect Your liability under these Conditions, as You are named in any applications for credit, until a new application for credit made in Your new entity name as restructured or changed is received and approved by Us in writing
2. Payment in full is required within 30 days from the end of month of date invoiced. An Account Keeping Fee of \$20.00 per month may be imposed on overdue Accounts & any accounts that are required to be sent out via post.
3. In the event of the Customer being in default of his obligation to pay and the overdue account is then referred to a debt collection agency, and/or law firm for collection and the agency charges commission on a contingency basis the Customer shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred. That where the Guarantor has the right to prove in any insolvency administration of the Customer, the Guarantor must do so and hold any dividends received on trust for Us
4. In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.
5. I/WE agree that if this debt is not paid within DRYSDALE PLUMBING SUPPLIES trading terms we hereby allow DRYSDALE PLUMBING SUPPLIES to register a restricted caveat on agreed property. I/WE give consent for our personal & trading information to be used in circumstances outlined in our privacy policy. Overdue accounts will be subject to interest at the rate prescribed by the Penalty Interest Rates Act (Vic) plus 2%. Where more than one party is liable for payment of this account, they will be liable jointly and severally. Please note all card payments will occur a card surcharge as per our provider.
6. Orders are subject to the terms and conditions notified to the Customer from time to time. Property in any goods sold will not pass until payment of account has been made in full. The Customer shall keep such goods separate and shall allow access to the Supplier to repossess such goods where this account is more than 30 days overdue of where the Customer goes into receivership, liquidation or administration. We may repossess any Goods (wherever they are located) if any amount due by You in respect of the Goods remains unpaid after the Due Date or where You suffer an Insolvency Event.
7. The Contract constitutes the entire agreement for the sale and/or supply of Goods between the parties. All prior representations, trade custom or previous dealings between the parties are excluded and are not applicable in the interpretation of the Contract. In the event of any inconsistency with any other document including any Quotation, Order or other document You provide us, the terms of the Contract take priority and prevail. By placing an Order, or accepting delivery of Goods pursuant to any Order, You are deemed to have read, understood and accepted these Conditions as binding on You. You agree to comply with the Anti-Corruption Law and must not commit any act or omission which causes or would cause You or Us to breach or commit an offence under any Anti-Corruption Law. We have no obligation to agree to provide or continue to provide any credit facilities to You. You are not entitled to any credit facilities until You receive notice from Us to that effect and We may at any time by notice to You reduce, vary or terminate any such credit facilities at Our discretion. Any credit limit that may apply from time to time in respect of credit facilities is for administrative convenience and solely for the benefit of Us and such credit limit does not constitute a term of these Conditions nor of any Deed of Guarantee, Indemnity and Charge in respect of Your obligations.
8. Reference to an individual includes reference to his heirs and executors and reference to a company shall include its Receivers, Administrator and Liquidator.
9. ORDERING AND SUPPLY OF GOODS You may purchase Goods by placing an Order with Us verbally or in writing. An Order constitutes an offer by You to purchase Goods from Us pursuant to these Conditions. 3.2 We may accept or decline, in whole or in part, any Order by notifying You in writing or by delivering to You the Goods the subject of Your Order. The parties acknowledge and agree that acceptance of an Order gives rise to a Contract under these Conditions. 3.3 You may not withdraw, cancel or revoke an Order after acceptance without Our written consent. 3.4 No Quotation will constitute an offer to supply Goods to You. Any Quotation expires on the date stated or otherwise 30 days after the date the Quotation is issued. We reserve the right to vary or withdraw any Quotation before an Order is accepted. 3.5 You must obtain Our written consent if You wish to resell any Goods online.
10. You authorise Us to deliver the Goods to the place nominated by You and to leave the Goods at such place whether or not any person is present to accept delivery. We are not obliged to obtain a signed receipt, signed delivery docket or other acknowledgement of the Goods from any person at the nominated place for delivery, but if such signature or acknowledgement is obtained from a person reasonably believed by Us to hold authority to sign for or otherwise take delivery of the Goods, then such signed receipt, signed delivery docket or other acknowledgement will be conclusive evidence of Your acceptance of the Goods delivered. 6.3 You must provide a suitable and safe area at the nominated delivery site to unload the Goods and ensure that Our (or Our agents, employees or contractors) use of the nominated delivery site is compliant with relevant work health and safety legislation. Delivery of the Goods is deemed to occur when they are handed to You or Your representative, are delivered to the premises or site nominated by You, or are collected from Us by You or Your representative, whichever occurs first. We shall not be liable on any basis whatsoever for loss suffered by You after delivery of the Goods to You. 6.6 You agree to examine the Goods immediately after delivery.
11. No sale under these Conditions constitutes a sale by sample, description or specification. You acknowledge and agree that: (a) all samples, descriptions, illustrations and any other specification contained in any of Our Price List, product and service guide, catalogue or advertising material are approximate and may vary from the Goods sold, supplied or produced (within Australian Standards); (b) You are liable for ensuring that the Goods are suitable for Your intended use; and Application No: 1036981 Date Submitted: 30/07/2020 Page 20 of 30 (c) We are not liable to You for any loss, damage, cost or expense suffered by You as a result of Your reliance upon any such description, illustration, specification or any other characteristic of a sample except to the extent that We have committed an act of negligence, breach of law or breach of a Contract.
12. If You do not collect the Goods by the nominated collection date or we are unable to deliver the Goods to You, then We reserve the right to store the Goods or deliver the Goods to any nominated delivery site and charge You all costs of storage or delivery (as applicable) incurred by Us for such storage or delivery. 6.9 If You are collecting the Goods You acknowledge and agree that entry onto Our premises by You or Your agents, employees, contractors or other representatives is at Your/their own risk and We will not be liable for any loss, damage or injury caused by any act or omission whatsoever whilst on Our premises.
13. Unless otherwise agreed by Us in writing, We will not accept the return of Goods. Where We agree to accept return of any Goods, You must provide Your proof of purchase for the Goods to be returned and We reserve the right to charge You reasonable restocking, disposal or repacking charges which may be incurred by Us as a result of the Goods being returned. All goods that are special order in or manufactured products may not be returned and will be charged to you as soon as goods are charged by manufacturer.
14. The Customer covenants that the information provided in this Application is true and correct.
15. I/WE, the above mentioned Guarantors in consideration of DRYSDALE PLUMBING SUPPLIES agreeing to advance to the above named Applicant Company any sum of money by way of credit HEREBY GUARANTEE to repay to DRYSDALE PLUMBING SUPPLIES all sums of money advanced DRYSDALE PLUMBING SUPPLIES to the Applicant company within seven (7) days of receiving written demand from Drysdale Plumbing Supplies.

We the directors of the company agree to the terms and conditions below

DIRECTOR'S NAME: _____ SIGNATURE: _____

ADDRESS: _____

SUBURB: _____ PHONE: _____ DATE OF BIRTH ___/___/___

DIRECTOR'S NAME: _____ SIGNATURE: _____

ADDRESS: _____

SUBURB: _____ PHONE: _____ DATE OF BIRTH ___/___/___

INTERNAL USE ONLY MANAGER _____ COPY# _____ BRANCH _____

OFFICE USE ONLY : APPROVED BY : _____ DATE: _____ A/C # _____ CREDIT LIMIT: _____

DIS GR: _____ CUST GR _____ SALES REP NO _____ NUVU OUTPUT _____