

DESIGNER DOORS PLUS. PTY LTD

Manufacturers of Vinyl and Solid Routed MDF Doors

APPLICATION FOR A 30 DAY
COMMERCIAL CREDIT ACCOUNT

68 Link Drive Campbellfield 3061

TEL: 9357 6252 FAX: 9357 6256

ABN: 51 077 947 196

Part 1.

FOR SOLE TRADERS/PARTNERSHIPS Date of Birth

Drivers License No

Principal(s) Name(s) Address(es):

.....

.....

.....

.....

(if additional names, please attach list)

Trading as:

Business Address:

.....

Post Code Phone: (0) Fax: (0)

Postal Address:

..... Post Code

Have you ever been a Bankrupt? Yes/No If 'Yes' when _____

Part 2.

FOR COMPANIES/TRUSTS

Company Name:

Trading as: ABN:

Business Address:

Post Code: Phone: (0) Fax: (0)

Postal Address: Post Code:

Directors: 1

2

3

4

(if additional names please attach list).

Part 3.

PREMISES Owned Rented Leased

Landlord/Mortgaged

Name/Address/Phone

Estimated Monthly Purchases: \$ Credit Limit Required: \$

Industry Type: Date Business Commenced:

Bank & Branch:

Trade References:

1 Phone: (0) Fax: (0)

2 Phone: (0) Fax: (0)

3 Phone: (0) Fax: (0)

4 Phone: (0) Fax: (0)

Accountant's Name: Phone: (0)

If the applicant is a Builder, please advise License Number: #.....

TERMS AND CONDITIONS

1. INTERPRETATION

This agreement shall be subject to the provisions of the Trade Practices Act 1974 and any statutory amendment or re-enactment thereof for the time being in force. Unless otherwise inconsistent with the context the word "person" shall include corporation "Company" shall mean Designer Doors Plus and its agents, servants and employees and any of its subsidiaries as defined in Section 7 of the Companies Act and Codes (if such subsidiary is named as the party making or accepting the order), "goods" shall include services and "Purchaser" shall mean and include the person to whom any quotation is made and shall include any person offering to contract with the Company on these terms and conditions. Words importing the singular number shall be deemed to include the plural and vice versa. Words importing the male gender shall be deemed to include the female and neuter gender and vice versa.

2. OFFERS AND ACCEPTANCE

Any quotation made by the Company is not an offer to sell or to provide services and no order given in pursuance of any quotation shall bind the Company until accepted by it in writing or by the commencement of the supply or provision of services.

Unless otherwise agreed in writing all orders are subject to acceptance by the Company within 30 days of receipt by the Company of the Purchaser's order and those terms and conditions shall be deemed to be incorporated in any agreement between the Company and the Purchaser. Any terms and conditions contained in any order offer acceptance or other document of the Purchaser and all representations statements terms conditions and warranties (whenever imposed by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law, insofar as goods or services supplied by the Company are not of a kind ordinarily acquired for personal, domestic or household use or consumption, and unless the Purchaser establishes that reliance on this provision would not be fair and reasonable, the liability for breach of a condition or warranty implied into this contract by the Trade Practices Act 1974 (other than a condition implied by Section 69) is limited:

- (a) in the case of goods to any one of the following as determined by the Company:
 - (i) the replacement of the goods or the supply of equivalent goods; or
 - (ii) the repair of the goods; or
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired;
 - (v) in the case of services to any one of the following as determined by the Company:
- (b) (i) the supplying of the services again; or
- (ii) the payment of the cost of having the services supplied again.

3. DELIVERY

(a) Any date quoted for delivery is an estimate only and unless a guarantee shall have been given by the Company in writing providing for liquidated damages for failure to deliver by the quoted date the Company shall not be liable to the Purchaser for any loss or damage howsoever arising even if arising out of negligence of the Company for failure to deliver on or before the quoted date. The Purchaser shall accept and pay for goods if and when tendered notwithstanding any failure by the Company to deliver by the quoted date. Written advice to the Purchaser that goods are ready for delivery whether in whole or in part shall constitute tendering and the terms of payment shall apply. Subject to the provisions of Section 74 of the Trade Practices Act 1974 and to the warranties therein implied that services will be rendered with due care and skill and that any materials supplied in connection with those services will be reasonably fit for the purpose for which they are supplied, the Company shall not be liable to any Purchaser or other party for any direct or indirect or consequential injury loss or damage whatsoever by reason of any delay in delivery whether same is due to the negligence of the Company or any other party, strike or any other industrial action or to the Company or other party, or any other cause whatsoever.

- (c) The Company reserves the right to delivery by installments. If delivery is made by installments the Purchaser shall not be entitled:
 - (i) to terminate or cancel the contract; or
 - (ii) to any loss or damage howsoever arising for failure by the Company to deliver any installment on or before the quoted date.
- (d) It is agreed that the Company shall not be responsible for delay in manufacture or delivery caused by, or in any way incidental to an act of God, war, fires, breakages of machinery or strikes or arising out of any other unexpected or exceptional cause, or any cause beyond the Company's reasonable control.
- (e) Any quotation containing a provision to supply goods "ex stock" is subject to fulfilment of prior orders at the date of receipt of the Purchaser's order.

4. CANCELLATION

Subject to Section 75A of the Trade Practices Act 1974 and without limiting the entitlement of a consumer to rescind a contract as provided in that Section, any order may only be cancelled, varied or suspended with the written consent of the Company.

5. DESCRIPTION AND SPECIFICATIONS

- (a) Whilst every effort is made to ensure their accuracy the descriptions illustrations and material contained in any catalogue price list brochures leaflets or other descriptive matter provided by or on behalf of the Company represent the general nature only of the items described therein and, save where the Company has accepted an order for goods specified as so described or illustrated, shall not form any part of any order or agreement or amount to any representation or warranty and save as aforesaid, the use of such description shall not constitute a contract of sale by description. The Company reserves the right to modify the design of goods without notice.
- (b) The Purchaser warrants that any goods manufactured constructed or supplied by the Company which are based in whole or in part upon designs drawings or specifications supplied to the Company by or on behalf of the Purchaser shall not infringe any letters patent or registered designs. The Purchaser shall indemnify and keep indemnified and hold harmless the Company against any action loss cost claim or damage that may be brought against or suffered by the Company for any breach of this warranty by the Purchaser. The Company does not warrant or guarantee and it shall not be a term of any agreement between the Company and the Purchaser that any goods manufactured constructed or supplied by the Company which are based in whole or in part upon any designs drawings or specifications supplied to the Company by or on behalf of the Purchaser will achieve any standard of performance or any capacity whatsoever and the Purchaser acknowledges that it does not rely on the skill and judgement of the Company for the fitness for any purpose of the goods so manufactured constructed or supplied.

6. ACCESS

In respect of any work done on the Purchaser's premises or elsewhere other than at the Company's premises it shall, subject to any written agreement to the contrary, be the duty of the Purchaser to ensure that the conditions under which the work has to be performed, the layout, means of access, accessibility of the different parts of the subject matter being worked upon or handled and other material circumstances shall be suitable to the Company failing which the Company shall be entitled to charge a reasonable increase in the price having regard to the prevailing circumstances.

7. MINIMUM CHARGE

The Company reserves the right to increase the amount charged on any invoice up to the minimum charge as established by the Company at the date of the invoice.

8. WAIVER

Failure by the Company to insist upon strict performance of any term or condition hereof shall not be deemed a waiver thereof or of any rights which the Company may have and shall not and nor shall any express waiver, be deemed to be a waiver of any subsequent breach of any term or condition.

9. GUARANTEE AND WARRANTY

- (a) Except when the Purchaser is a Consumer for the purposes of the Trade Practices Act 1974, and the conditions warranties and the rights implied by that Statute cannot be excluded, and subject always thereto, representations promises statements warranties and conditions (whether (subject as aforesaid) statutory express or implied) regarding any goods or services supplied by or on behalf of the Company are expressly excluded. The Company shall not be liable for any loss or damage howsoever and howsoever arising whether direct indirect or consequential or in respect of any claim whenever and however made for any loss damage deterioration deficiency or other fault or harm in the goods manufactured, work executed or services provided by or on behalf of or in any arrangement with the Company or occasioned to the Purchaser or any third or other party or to his or their property or interest and whether or not due to the negligence of the Company its servants or agents.
- (b) As soon as any of the facts or matters which form any part of the claim or complaint whatsoever become known to the Purchaser, the Purchaser shall within fourteen days notify the Company in writing of the same.
- (c) The Company's liability shall be limited in all circumstances to the repair or replacement or monetary compensation at the option of the Company of any goods manufactured by it which are returned only upon the written authority of the Company.
- (d) The Company shall not be liable in any circumstances for any:
 - (i) defects or damage caused in whole or in part by misuse, abuse, neglect, electrical or other overvoltage, unsuitable lubricant, improper installation, wear or alteration (other than by the Company) or accident;
 - (ii) any transport installation removal labour or other cost;
 - (iii) goods not manufactured by it but the Company will endeavour to pass on to the Purchaser the benefit of any claim made by the Company and accepted by the Purchaser and the benefit of any claim made by the Company and accepted by the manufacturer of such goods under a warranty given by that manufacturer, provided that nothing contained in this sub-paragraph shall limit the rights of the Purchaser to proceed against the Company pursuant to the Trade Practices Act 1974;
 - (iv) technical advice or assistance given or rendered by it to the Purchaser whether or not in connection with the manufacture construction or supply of goods for or to the Purchaser provided always that the Company has rendered such services with due care and skill and that any materials supplied in connection with these services are reasonably fit for the purpose for which they are supplied.

10. CONTAINERS

Containers (which expression shall include but shall not be limited to, stillages, formers and pallets) in or on which goods are delivered and for which a deposit charge is made, remain the property of the Company. On the containers return in good order and condition the deposit will be returned to the Purchaser. The deposit for containers which the Purchaser returns otherwise than in good order and condition shall only be refunded in part having regard to their actual condition. Containers will be deemed to be not returned by the Purchaser until received into the Company's stores.

11. INSURANCE

In the event that the goods are covered by insurance taken out by the Company, the Company will only be liable to the extent of any indemnity provided.

12. INSOLVENCY AND DEFAULT

- (a) If the Purchaser makes default in any payment due hereunder
- (b) a resolution is passed or proposed or a petition is presented or an application filed for the winding up of the Purchaser;
- (c) a Receiver or Receiver and Manager is appointed of the property or any part of the property of the Purchaser;
- (d) the Purchaser makes or proposes to make any arrangement with its Creditors
- (e) the Purchaser is placed under official management
- (f) execution is levied upon the assets of the Purchaser for an amount in excess of \$1,000.00 and is not within seven days satisfied

then, and in any such event, the Company may at its option withhold further deliveries or cancel the contract without prejudice to its right hereunder PROVIDED HOWEVER that the Company may at any time and from time to time upon such terms as it may determine waive any of its rights under this Clause but without prejudice to its right thereafter to rely upon the happening thereafter of any of the events hereinbefore referred to or upon the continuation after any such waiver of any state of affairs the subject of such waiver.

13. TITLE

- (a) Title to the goods shall not pass to the Purchaser until payment in full for all goods is made.
- (b) The Purchaser acknowledges that until full payment is made for all goods, the Purchaser holds the goods as bailee of the Company and that a fiduciary relationship exists between the Purchaser and the Company.
- (c) Until payment is made for all goods, the Purchaser shall store the goods separately and in such a manner that they are clearly identified as the property of the Company.
- (d) The Purchaser acknowledges that if it sells any of the Company's goods, it sells the goods as fiduciary agent of the Company provided that such sales shall not give rise to any obligations on the part of the Company.
- (e) The Purchaser acknowledges that if it sells any of the Company's goods prior to making full payment for all goods, the Purchaser shall hold the proceeds of sale on trust for the Company, and shall hold the proceeds in a separate account.

14. RISK

Unless otherwise agreed in writing all goods shall be at the Purchaser's risk upon delivery to the Purchaser his carrier or agent.

15. PAYMENT

- (a) Unless otherwise agreed in writing payment terms are net cash 30 days from the end of the month in which the goods are delivered to the Purchaser his carrier or agent.
- (b) If the Company does not receive forwarding instructions sufficient to enable it to dispatch the goods within 14 days of notification that they are ready, the Purchaser shall be deemed to have taken delivery of the goods and the terms of payment shall apply from such date. The Purchaser shall be liable for storage charges payable monthly on demand, storage being at the Purchaser's risk.

16. PRICE

- (a) Unless otherwise expressly agreed in writing the price of the goods shall be that price charged by the Company at the date of delivery plus the amount which the Company is required to pay on account of an excise, or sales taxes or any other taxes or charges which may be established or levied by any governmental authority (domestic or foreign) upon the goods or any part thereof, or the manufacture, use, sale of or delivery thereof.
- (b) Unless otherwise specified any prices quoted do not include transportation costs.
- (c) The prices quoted are based on present day cost of labour and materials and will be subject to contract price adjustment at the option of the Company.

1. I/We the undersigned declare that the information provided by me/us in support of this application is true and correct in every particular.
2. I/We agree to be bound solely by your Terms and Conditions as detailed above and I/we further agree that any terms and Conditions of purchase that may be incorporated in any order, acceptance of quotation or any other document delivered by me/us, shall unless those Terms and Conditions are agreed to in writing by your duly authorised representative, have no legal effect.
3. I/We agree that any legal costs incurred by you on a solicitor and own client basis in the recovery of any monies due by me/us shall be recoverable in full from me/us.
4. I hereby certify that I am authorised to sign this application on behalf of the applicant.

Director Date

Sole Trader/Partner Date

CONTINUING GUARANTEE AND INDEMNITY

To- **DESIGNER DOORS PLUS PTY LTD.** (ACN 077 947 196)
68 Link Drive
CAMPBELLFIELD 3061

IN CONSIDERATION of your having at my request agreed to supply
of

("the Customer") with goods in the way of its trade or business carried on by it.

- 1 I will guarantee and be answerable and responsible to you for the due payment by the Customer for all such goods as you may from time to time at the Customer's request supply (and deliver) to it, notwithstanding that I shall not have notice of any neglect or omission on the Customer's part to pay for such goods according to the terms agreed on between you and the Customer.
- 2 This agreement shall be a continuing guarantee to you for the whole debt that shall be contracted by the Customer with you in respect of goods supplied or to be supplied and delivered to the Customer.
- 3 All dividends compositions and payments received by you from the Customer or from its estate, whether in bankruptcy liquidation or otherwise, shall be taken and applied by you as payments without there being any deduction in respect of any claim arising under this guarantee and my right to be subrogated to you in respect thereof shall not arise until you have received the full amount of all your claims against the Customer.
- 4 You may at any time or times at your absolute discretion, and without giving any notice whatsoever to me, refuse further credit or supplies to the Customer and grant to it or to any drawers, acceptors or endorsers of bills of exchanges, promissory notes or other securities received by you from the Customer or on which it may be liable to you any time, or other indulgence and compound with it or them respectively, without discharging or impairing my liability under this guarantee.
- 5 This guarantee shall be enforceable against me notwithstanding that any negotiable or other securities referred to in this deed poll, or to which it shall extend or be applicable, shall at the time of proceedings being taken against me on this guarantee be outstanding or in circulation.
- 6 No changes in the constitution of your firm shall impair or discharge my liability under this guarantee.
- 7 In order to give effect to this guarantee I declare that you shall be at liberty to act as though I were a principal debtor and I waive all and any of my rights as guarantor which may at any time be inconsistent with any of the above provisions.
- 8 This guarantee shall be revocable at any time as to future transactions by one month's notice in writing given to you or your duly authorised agent by me or in case of my death by any executor or personal representative. Such revocation applies only to transactions made after the expiration of such notice and does not affect my liability for any debt of the Customer arising before the expiration of such notice.
- 9 This guarantee may be enforced against me without you first being required to exhaust any remedy you may have against the Customer or to enforce any security you may hold in respect of the debt of the Customer or the Customer.
- 10 My liability is absolute and will not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate me from my obligations in whole or in part including, without limiting the generality of the foregoing:

FOR OFFICE USE ONLY

Part 5.

Recommendations/Comments

Sales Representative

.....

.....

Name:

Signature: Date:

Manager:

.....

.....

Name:

Signature: Date:

Part 6.

Credit Department

Referee Name	Length of Time Traded	Monthly Purchases	Average Payments (Days)	Referee Terms (Days)
.....
.....
.....
.....

Comments

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Credit Manager's Comments

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Account: Approved / Rejected

Authorised By: Date:

Account Number: Total Account Credit Limit: \$

TERMS AND CONDITIONS

PRIVACY ACT 1988

PLEASE READ THE FOLLOWING CAREFULLY

1. Designer Doors Plus. Pty Ltd shall hereinafter be referred to as the CREDIT PROVIDER.
2. The Applicant/s hereby acknowledge that they have been informed by the CREDIT PROVIDER that personal information about them may be disclosed to or acquired from a credit reporting agency.
3. The Applicant/s hereby acknowledge that they have been informed that personal information about them may be disclosed by the CREDIT PROVIDER to a credit reporting agency.
4. The Applicant/s hereby agree that the CREDIT PROVIDER may contact any trade references or other credit references at any time whether now or in the future for the purpose of assessing credit worthiness.
5. The Applicant/s hereby agree to the CREDIT PROVIDER receiving from any other credit provider or providing to any other credit provider any credit information whether by way of report record or otherwise relating to credit worthiness for the purposes of exchange of information, assessing credit worthiness and notification of default at any time whether now or in the future.
6. The Applicant/s hereby agree to the CREDIT PROVIDER obtaining from a credit reporting agency a credit report on the applicant for the purpose of assessing this credit application and the applicant further consents to the CREDIT PROVIDER obtaining such reports from time to time for the purpose of assessing credit worthiness during the continuance of credit provision.
7. The Applicant/s hereby agree to the CREDIT PROVIDER obtaining from a business which provides credit information a report or information in relation to my/our commercial credit worthiness or commercial dealings and using such information for the purpose of assessing this application for credit.
8. The Applicant/s hereby agree that in the event of default of payment of my debts the CREDIT PROVIDER may disclose all information relating to my/our account to its collection agency for the purpose of receiving any or all amounts outstanding.

SIGNATURE NAME

SIGNATURE NAME

DATE

THIS CREDIT APPLICATION CANNOT BE CONSIDERED UNLESS THIS SECTION IS SIGNED