



PF Formation Pty Ltd
 ABN 30 003 178 318
 1 Patricia Fay Drive
 MAROOKA NSW 2756
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Concrete: 02 4566 8365
Accounts: 02 4566 8308
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 admin@pfformation.com.au

CREDIT APPLICATION

Scanned copies of Directors or Partners drivers licence must be attached

DATE:.....

CUSTOMER – LEGAL ENTITY:.....

ABN:..... ACN:

CUSTOMER – TRADING NAME:.....CONTACT:.....

ADDRESS:.....P/CODE

POSTAL ADDRESS:..... P/CODE

PHONE (BUSINESS):.....MOBILE:.....AFTER HOURS.....

EMAIL ADDRESS:.....

MONTHLY CREDIT REQUESTED:.....

OWNERSHIP: (please circle) SOLE TRADER / PARTNERSHIP / PTY.LTD CO.

DATE BUSINESS COMMENCED:.....VALUE OF EQUIPMENT:.....

VALUE OF PROPERTY:.....PREVIOUS SUPPLIER:.....

TRADING BANK:.....BRANCH:.....A/C NO:.....

PARTICULARS OF DIRECTOR, PARTNERS OR PROPRIETORS (as applicable):-

<u>NAME</u>	<u>PRIVATE ADDRESS</u>	<u>DOB</u>	<u>LIC. No</u>
1).....
2).....
3).....

TRADE REFERENCES

- 1).....PHONE..... email
- 2).....PHONE..... email
- 3).....PHONE..... email
- 4).....PHONE..... email

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 "Seller" shall mean PF Formation Pty Ltd (ACN 003178318) and include its employees and agents.
- 1.2 "Buyer" shall mean and include the person or company named herein as applying for a credit account/facility and any servant, agent, partner, contractor or employee of that person or company and in the case of two or more persons shall refer to each of them jointly and severally.
- 1.3 Any notice in writing required to be given to or by the Seller under these terms or pursuant to any agreement between the Buyer and the Seller shall be deemed to be duly given if posted by ordinary pre-paid mail to the address of the addresses as set out herein.
- 1.4 Where herein words importing the singular number or plural number shall include plural number and singular number respectively.

2. GENERAL

- 2.1 All orders placed by a Buyer will be subject to these Terms and Conditions of sale unless otherwise expressly agreed to in writing by the Seller.
- 2.2 The Buyer waives any terms and conditions of purchase which are inconsistent with Terms and Conditions of Sale.
- 2.3 The Buyer agrees that all contracts made with the Seller shall be deemed to be made in the State of New South Wales and the Buyer agrees to submit to the jurisdiction of the appropriate Court in that State.
- 2.4 Any variation or cancellation of order(s) must be approved in writing by the Seller.

3. PRICING

- 3.1 All sales are made at the ruling price of the Seller at the time of delivery, unless otherwise agreed in writing.

4. LIABILITY

- 4.1 The Seller shall not be liable for any claim, loss or expense whatsoever or howsoever arising which is made after the expiration of 14 days from the date of delivery.
- 4.2 The Seller will not be subject to any liability which exceeds the replacement value of the subject goods. The Seller will not be liable for any contingent consequential or punitive damages arising in any way whatsoever. The Buyer acknowledges this express limitation of liability and agrees to limit any claim accordingly.
- 4.3 The Seller shall not be liable for any claim, loss or expense sustained or incurred by any person arising in any way as a result of the unavailability of goods or any delay in delivery of the goods or any part thereof or any failure to deliver the goods or part thereof.
- 4.4 Any advice, recommendation, information or representation provided by the Seller as to the quality or performance of the goods or their suitability for a particular purpose or otherwise in relation to the goods is given in good faith but without any liability or responsibility on the part of the Seller. The Buyer acknowledges that it has not relied upon or been induced by any representation by or of the Seller.
- 4.5 The Buyer agrees that this credit account/facility is not transferable or assignable and that the Buyer and any Guarantors executing the Application for Credit or Deed of Guarantee and Indemnity, at all times remain liable to the Seller pursuant to these Terms and Conditions of Sale, unless the Seller expressly acknowledges in writing that the Seller has released the Buyer or any one or more of the Guarantors as the case may be, from any liability incurred on the granting of future credit.

5. PAYMENT

- 5.1 Unless otherwise agreed in writing, all prices are strictly net and the Buyer shall make payment such that it is received by the Seller within thirty (30) days after the month of delivery.
- 5.2 If payment is not made in accordance with the above terms, the Buyer agrees that the Seller shall in its sole discretion be entitled to:
- demand immediate payment of all amounts invoiced at that time.
 - require the payment of cash upon delivery of any further products.
 - charge default interest at the rate of 1.5% per month calculated on a daily basis on any and all moneys due but unpaid. Such interest will be computed from the due date of payment.
 - cease supply of further products.
 - recover all damages, expenses and costs of collection, including, but not limited to all legal costs and disbursements (on a solicitor/client basis) and the payment of a management fee or otherwise for such collection at a rate not exceeding 20% of any moneys due but unpaid, in addition to all other remedies the Seller shall have at law.
- 5.3 The Buyer acknowledges that the Seller has the right at any time to vary the terms and conditions of sale and the Buyer agrees to be bound by such varied terms in respect of any transaction(s) entered into after the date of such varied terms being notified to the Buyer by the Seller in writing.

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6. PROPERTY AND RISK

- 6.1 Property in the goods will remain with the Seller until the price of those goods has been paid in full.
- 6.2 The risk in the goods will transfer to the Buyer upon delivery to the Buyer or his agent or a carrier nominated by the Buyer.
- 6.3 The Buyer may effect sale of the goods or part thereof in the usual course of business upon the following conditions:
 - that the Buyer holds all proceeds of sale relating to the Sellers goods on trust for the Seller.
 - that the Buyer agrees (if required) to assign to the Seller any rights to any outstanding moneys relating to the sale or disposal of the Seller's goods.
- 6.4 If the Seller's written demand for payment is unsatisfied then the Seller will be entitled to forthwith enter the premises owned or occupied by the Buyer to recover any goods which are the property of the Seller and which the Seller reasonably believes to be on such premises.

7. DELIVERY

- 7.1 The Buyer shall be responsible for the cost and insurance of any delivery of quarry products that are usually sold ex-bin at the quarry. If the Seller is requested to arrange for the delivery of goods beyond its usual business premises, the Buyer shall pay all delivery charges (including any insurance charges associated with such delivery) stipulated by the Seller.
- 7.2 The Buyer shall provide reasonable and proper access to the site specified for delivery.
- 7.3 Where for any reason the time necessarily spent by the Seller in attempting to or effecting delivery exceeds 30 minutes on site the Buyer agrees to pay the excess of this waiting time at the ruling rate.
- 7.4 The Buyer shall be responsible for any damage whatsoever or howsoever caused in the course of delivery once the vehicle leaves the kerbside to deliver to the site and shall indemnify the Seller in relation to every claim whatsoever which arises in relation thereto.
- 7.5 The Buyer authorises the Seller to subcontract delivery in its absolute discretion.
- 7.6 The Seller may unilaterally delay or suspend any delivery for any period or cancel any agreement for sale without any liability whatsoever.

8. RETURNS

- 8.1 Goods will only be accepted for return if authorised by a representative of the Seller prior to the return.

9. TERMINATION

- 9.1 If the Buyer:
 - fails to comply with any of these conditions; or
 - being an individual commits any act of bankruptcy, or as a corporation passes a resolution for winding up or liquidation; or
 - enters into any composition or arrangement with creditors or if a receiver or manager is appointed for any property or assets; or
 - becomes liable to be wound up by reason of insolvency or if any petition is presented for it's winding up, the Seller may in addition to exercising any of its rights against the Buyer, suspend any further deliveries and immediately recover possession of any products not paid for in full and sell them.

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CREDIT APPLICATION

1. I/We hereby request the opening a credit account and provide the above information in support thereof.
2. I/We hereby authorise you to make any enquiries or exchange or disclose any information concerning my/our credit, from or to any person or source authorised under the Privacy Act and I/we acknowledge that you may supply this information to a credit reporting agency.
3. In consideration of you having agreed to sell goods and extend credit, I/we hereby charge with payment of all monies which at any time or from time to time are owing and payable or owing but not then presently payable by me/us alone or jointly or jointly and severally with any person to you (and where this application is signed by more than one person, joint and severally charge) as beneficial owners all freehold and leasehold interests in land which I/we now have or may acquire.
4. I/We acknowledge that any change to my/our structure or status shall only be effective in respect of this credit account upon written notice of such change being provided to PF Formation Pty Limited and all credit facilities entered into pursuant to the terms of this credit account application form shall be deemed to continue in my/our name(s) until a fresh credit account application form is received and approved by PF Formation Pty Limited.
5. I/We agree to be bound by the terms and conditions of sale (that are part of this document) which I/we acknowledge I/we have read and understand as set out in this application and warrant that the information given by me/us herein is true and accurate.

Dated this _____ day of _____ 20 _____

Signed Witness

PRINT NAME..... PRINT NAME

TITLE DATE

Signed Witness

PRINT NAME..... PRINT NAME

TITLE DATE

IF COMPANY AUTHORISED BY TITLE

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DEED OF GUARANTEE AND INDEMNITY
(FOR COMPANIES ONLY)

IN CONSIDERATION of PF Formation Pty Limited ("the Seller") having agreed or agreeing to sell goods or to provide services or granting or giving credit to

.....
hereinafter called "the Company" with its registered office at

.....
at my/our (as Guarantor(s) hereunder named) request and forbearing for the time being to sue the Company for the recovery of moneys owing by it to the Seller, I, and, where more than one, each of us jointly and severally for ourselves and our respective Executors and Administrators HEREBY UNCONDITIONALLY AND IRREVOCABLY GUARANTEE to the Seller the due and punctual payment of all moneys which are now or may at any time until we are released in writing be owing to the Seller by the Company including all costs, charges, damages, expenses, and costs of collection as set out in the Sellers terms and conditions of sale which may be incurred by the Seller in the exercise or attempted exercise of any power or remedy AND UNDERTAKE as a separate and additional obligation under this Instrument and as a principal debtor to indemnify and to keep the Seller indemnified against any loss that it may incur as a consequence of the failure for whatever reason of the due and punctual payment by the Company of any moneys due to the Seller as aforesaid AND IN CONSIDERATION as aforesaid I/WE FURTHER AGREE that this guarantee shall be a continuing guarantee and shall not be considered as wholly or partly satisfied or discharged by the payment or liquidation at any time or times hereafter of any sum or sums of money for the time being due to the Seller as aforesaid or by any settlement or account or by any other matters or thing whatsoever including a change in the terms on which the Seller sells goods or provides services or extends credit to the Company but shall extend to cover and be security for all sums of money at any time due to the Seller as aforesaid notwithstanding any such payment, liquidation settlement or account or other matter or thing whatsoever and that in the event of any payment being made to the Seller by or on behalf of the Company and avoided by any statutory provision that payment shall be deemed not to have discharged the liability of any of us and in the event of such payment being so avoided the parties hereto are restored to the rights which each respectively would have had if the payment had not been made and that this guarantee shall not be determined by the death of us or any of us or by notice of such death or deaths and that the Seller may grant any time or other indulgence to the Company at any time without affecting the liability of us or any of us under this Instrument or any compounding release waiver or variation of this Instrument and that a certificate signed by any person who is for the time being a secretary or director of the Seller stating the amount due to the Seller by the Company shall be prima facie evidence of the fact and each of us agrees that he or she will not object to the admissibility of such certificate in any legal proceeding AND FURTHER AGREE AND HEREBY CHARGE as a separate and additional obligation under this Instrument with payment of the moneys hereby guaranteed (and where this Instrument is executed by more than one person JOINTLY AND SEVERALLY CHARGE as beneficial owner(s) all freehold and leasehold interests in land which I/we now have or may acquire.

In witness whereof the Guarantor(s) has/have executed this guarantee.

Dated this _____ day of _____ 20 _____

1. Guarantor Name.....

1. Witness Name

Signature

Signature.....

2. Guarantor Name.....

2. Witness Name

Signature

Signature.....

Date.....

THIS CREDIT APPLICATION FOR COMPANIES CAN NOT BE CONSIDERED UNLESS THIS SECTION IS SIGNED

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