

# CONFIDENTIAL

## Credit Application Form

### 30 Day Account

Thank you for choosing Quantum to be your premium supplier of Australia's highest quality building products. For your application to be processed please ensure that you complete, sign and fax this document to **(03) 9336 3288**.

#### Section 1 - Customer Details

Structure:  Company  Trustee  Partnership  Other

Trading Name:

Registered Name:

A.C.N.:  A.B.N.:

Postal Address:

Suburb:  Post Code:

Business Address:

Suburb:  Post Code:

Business Tel No.:  ( ) After Hrs:  ( )

Mobile No.:  ( ) Fax No.:  ( )

Email Address:

Nature of business:  Years in business:

Estimated Monthly Purchases:

Estimated Credit Amount Required (Per Month):

#### Section 2 - Details of Directors, Business Partners, Spouses and/or Trustees

1. Full Name:

Address:

Phone No.:  ( ) D.O.B.:  / /

2. Full Name:

Address:

Phone No.:  ( ) D.O.B.:  / /



### Section 3 – Trade Referees

Please provide the details of three (3) major trade referees.

1.	<input type="text"/>	Tel:	<input type="text"/>
2.	<input type="text"/>	Tel:	<input type="text"/>
3.	<input type="text"/>	Tel:	<input type="text"/>

### Section 4 – History of Insolvency

Has the applicant or anyone associated with the applicant been:

- a) Bankrupt or used Part X of the Bankruptcy Act? Yes / No
- b) Involved with the management or control of a business which has been wound up, had receivers & managers appointed or executed a Deed of Company Arrangement? Yes / No

If yes, please provide details:

### Section 5 – Financial Details

Bank:	<input type="text"/>	Branch:	<input type="text"/>
Tel No.:	<input type="text"/>	A/c Name:	<input type="text"/>
BSB No.:	<input type="text"/>	A/c No.:	<input type="text"/>

Does any financial institution, company or person hold personal guarantees or other form of security from you personally, your spouse or company? Yes / No

If yes, please provide details:

## Terms and Conditions of Sales

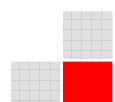
These terms and conditions will apply to Goods sold to the Customer on credit by the Supplier. In these terms and conditions:

#### 1. Definitions

- 1.1 "Customer" shall mean and include the party making this application for credit and any servant, agent, partner, contractor or employee of that person and in the case of two or more persons shall refer to each of them jointly and severally
- 1.2 "Supplier" shall mean and include Quantum International Pty Ltd, its employees and agents.
- 1.3 "Goods" includes services
- 1.4 "Real Property" means all real property owned by the Customer now or in the future, solely or jointly.
- 1.5 Any notice in writing required to be given under any agreement with the company shall be deemed to be duly given if posted to the last known address of the addressee by prepaid post.
- 1.6 Singular words include the plural and vice versa

#### 2. General

- 2.1 All orders placed by the Customer will be subject to these terms and conditions of sales unless expressly agreed to in writing by the Supplier
- 2.2 Any terms and conditions of sale notified by the Supplier to the Customer (whether on an Invoice, docket or otherwise) shall apply in addition to these terms and conditions
- 2.3 The Customer agrees that all contracts made with the Supplier shall be deemed to be made in the State or Territory in Australia which the delivery of the goods takes affect and the Customer agrees to submit to the jurisdiction of the appropriate Court in the State or Territory.
- 2.4 The Customer waives any and all terms and conditions of purchase which are inconsistent with the Terms and Conditions herewith.
- 2.5 Any variation or cancellation of an order must be approved in writing by the Supplier prior to the Customer undertaking any further action.



**3. Customer Obligations**

3.1 The Customer agrees that it will:

- (a) pay by the due date, without any deduction or setoff, the price charged by the Supplier for Goods supplied to the Customer;
- (b) pay any stamp duty assessed on this document; and
- (c) advise the Supplier in writing of any changes in its business structure as shown in this application within five (5) business days of such a change occurring.

If the Customer fails to comply with these responsibilities and obligations or makes any misrepresentation to the Supplier, credit facilities will be immediately withdrawn and all charges on the Customer's account will become due immediately

**4. Liability**

- 4.1 The Supplier shall not be liable for any claim, loss expense whatsoever or howsoever arising which is made after the expiration of seven (7) days from the date of delivery.
- 4.2 Any claims made by the Customer under the 'Quantum International Lifetime Guarantee' shall be honoured based on the sole discretion of the Supplier.
- 4.3 The Supplier 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 The Supplier will not be subject to any liability which exceeds the replacement value of the subject Goods. The Supplier will not be liable for any contingent, consequential or punitive damages which arise whatsoever. The Customer acknowledges this express limitation of liability and agrees to limit any claim accordingly.
- 4.5 The Supplier will not be subject to any liability for any advice, recommendation, information or representation provided by the Supplier to the Customer.

**5. Payments and Overdue Accounts**

- 5.1 Unless otherwise agreed in writing, all sales are made at the Supplier's ruling price at the time of delivery.
- 5.2 Unless otherwise agreed in writing, all prices are exclusive of GST, delivery charges and other associated taxes and charges and the Customer shall make payment such that it is received by the Supplier within thirty (30) day terms of this contract.
- 5.3 The credit allowed under this application is limited to the higher of the amount advised by the Supplier or the amount of credit extended by the Supplier to the Customer
- 5.4 Any amount not paid by the due date will, at the discretion of the Supplier, incur interest at 1.5% above the rate charged by the Westpac Australia Bank for overdrafts in excess of \$100,000. Such interest shall be calculated on a daily basis and will be computed from the due date of the payment
- 5.5 If payment is not made in accordance with the above terms, the Supplier shall be entitled to:
  - (a) require the payment of cash upon delivery of any further products.
  - (b) cease supply of further products if payment has not been made within seven (7) days of the due date.
- 5.6 The Customer agrees to pay all legal costs and expenses (including commissions paid by the Supplier to any commercial or mercantile agent) incurred by the Supplier in connection with the recovery of overdue amounts.
- 5.7 These Terms and Conditions of Sale may be the subject of any variation or alteration by notice in writing to the Customer by the Supplier. Such variation or alteration will apply from the date the notice is given or any other date nominated by the Supplier whichever should occur later.

**6. Security**

- 6.1 As security for the obligations and liabilities of the Customer, the Customer hereby charges for the due and punctual payment and performance of those obligations and liabilities, all of its legal and equitable interest (both present and future) of whatsoever nature held in any and all Real Property.
- 6.2 Without limiting the generality of the charge in Clause 6.1, the Customer agrees, on request by the Supplier, to execute any documents and do all things reasonably required by the Supplier to register a mortgage security over any Real Property. The Customer shall indemnify the Supplier on an indemnity basis against all costs and expenses incurred by the Supplier in connection with the preparation and registration of any such mortgage documents.
- 6.3 The Customer consents unconditionally to the Supplier lodging a caveat or caveats noting its interest in any Real Property.

**7. Property and Risk**

- 7.1 Title to goods sold to the Customer shall remain vested in the Supplier and shall not pass to the Customer until all monies owing by the Customer to the Supplier have been paid in full. The Supplier shall have the right to retake possession of Goods where title to those Goods has not passed to the Customer.
- 7.2 If prior to transfer of title, the Customer sells the Goods or uses the Goods in a manufacturing or construction process of its own or of a third party, then the Customer will hold the proceeds of such sale or process, as relates to the Goods, in trust for the Supplier. The creation of, or failure of, any such trust shall not in any way limit the obligation of the Customer to pay an amount owing to the Supplier for Goods supplied.
- 7.3 The risk in the goods will transfer to the Customer upon delivery to the Customer or his agent or a carrier nominated by the Customer.
- 7.4 If the Supplier's written demand for payment is unsatisfied for a period of seven (7) days from the date of the demand, the Supplier shall be entitled to enter the premises owned or occupied by the Customer to recover any goods which are the property of the Supplier and which the Supplier reasonably believes to be on such premises.

**8. Delivery**

- 8.1 The Customer shall be responsible for the cost of any delivery. If the Supplier is requested to arrange for the delivery of goods beyond the store, the Customer shall pay all delivery charges stipulated by the Supplier. The Supplier shall in all cases be entitled to choose the method of transport.
- 8.2 The Customer shall provide reasonable and proper access to the site specified for delivery.

**This is an important legal document. If you do not understand this document, you should seek independent legal advice.**



- 8.3 Where for any reason the time necessarily spent by the Supplier in attempting to or effecting delivery exceeds 1 hour the Customer agrees to pay all costs and expenses of the Supplier thereby incurred.
- 8.4 The Customer shall be responsible for any damage whatsoever or howsoever caused in the course of delivery and shall indemnify the Supplier in relation to every claim whatsoever which arises in relation thereto.
- 8.5 The Customer authorises the Supplier to subcontract delivery in its absolute discretion.
- 8.6 The Supplier may unilaterally delay or suspend any delivery for any period or cancel any agreement for sale without any liability whatsoever.

**9. Returns**

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

**10. Privacy**

- 10.1 The Customer authorises the Supplier to:
  - (a) Obtain credit information about its personal or commercial credit worthiness from any bank or trade referee disclosed in this document and from any other credit provider or credit reporting agency for the purpose of assessing this application for credit, or in connection with any guarantee;
  - (b) use, disclose or exchange with other credit providers information about its credit arrangements in order to assess this application for credit, monitor creditworthiness and collect overdue accounts; and
  - (c) disclose the contents of any credit report on the Customer to the Supplier's solicitors and mercantile agents.
 If the Customer does not provide the personal information requested in this document, the Supplier may be unable to process the application. The Supplier complies with the National Privacy Principles in relation to the collection and disclosure of information regarding individuals.

**11. Termination**

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

**I/We agree to be bound by the Terms and Conditions of Sale as set out in the application and warrant that the information given by me/us is true and accurate.**

**1. Signed on behalf of the customer by: (Directors, Business Partners, or Trustees)**

Signature:  Position Held:

Full Name:  Date:

**Independently Witnessed by: (Not Spouse or Family Members)**

Signature:  Date:

Full Name:  Tel No:

**2. Signed on behalf of the customer by: (Directors, Business Partners, or Trustees)**

Signature:  Position Held:

Full Name:  Date:

**Independently Witnessed by: (Not Spouse or Family Members)**

Signature:  Date:

Full Name:  Tel No:

**Please fax the completed Credit Application Form to (03) 9336 3288, or send it to 43 McGregors Drive, Keilor Park VIC 3042, Australia.**

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