

# **BLACKTOWN BUILDING SUPPLIES**

**ABN 16 055 898 407**

## **CREDIT ACCOUNT APPLICATION TERMS OF TRADE DIRECTORS GUARANTEE & INDEMNITY**

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# BLACKTOWN BUILDING SUPPLIES

## CREDIT ACCOUNT APPLICATION

<b>ACCOUNT NAME</b>	Customer's Legal Name: .....	I: .....
	Registered Trading Name: .....	Registration No: .....
	Account Contact: .....	Phone No: .....
	Email Address: .....	Facsimile No: .....
	ABN: .....	
	Registered for GST? Yes/No	

<b>ADDRESS</b>	Shipping Address: .....
	Address for Invoice: .....

<b>TRADING DETAILS</b>	Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Private Company <input type="checkbox"/> Public Company <input type="checkbox"/>	
	Other incorporated bodies Municipal/Government <input type="checkbox"/> Charity <input type="checkbox"/>	
	Type of Business: .....	
	When established? .....	
	If a subsidiary, name Parent Company: .....	
	Registered Address of Parent Company: .....	

<b>NAMES OF DIRECTORS/ PROPRIETORS</b>	Name: .....	Name: .....
	Residential Address: .....	Residential Address: .....
	.....	.....
<b>Copy of License to be provided</b>	Drivers License No: .....	Drivers License No: .....

<b>AMOUNT OF CREDIT REQUESTED:</b>	\$ .....
	Bankers: ..... Branch: .....
	Contact Name: ..... Telephone No: .....

**REFERENCES (not personal)**  
Please provide names, addresses and telephone numbers of main suppliers from whom references can be obtained.

1. .... Telephone: .....

2. .... Telephone: .....

**REFERENCES (for Office Use only)**

1. ....

2. ....

**I/WE DECLARE THAT** I/we have read and understood this Credit Account Application and BLACKTOWN BUILDING SUPPLIES 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 BLACKTOWN BUILDING SUPPLIES. If any change occurs to the information provided by me/us in this Application, I/we undertake to immediately notify BLACKTOWN BUILDING SUPPLIES of the details of such change. I/We understand that BLACKTOWN BUILDING SUPPLIES may withdraw or limit credit facilities at its absolute discretion without notice.

SIGNATURE OF AUTHORISED PERSON: ..... NAME OF PERSON: .....

TITLE: ..... DATE OF APPLICATION: .....

SIGNATURE OF WITNESS PERSON: ..... NAME OF WITNESS PERSON: .....



**TERMS OF TRADE**

Blacktown Building Supplies Pty Ltd will only agree to supply and deliver goods and services to the Customer upon the following conditions:

**1. PRICES NET OF TAXES AND FREIGHT**

Unless otherwise stated, prices quoted are net, exclusive of freight charges, sales tax or goods and services tax ("GST"). Prices for goods are subject to change without notice. Sales tax or GST, where applicable, will be charged at the appropriate rate ruling on the date of the invoice. The cost of any special packing and packaging materials used in relation to the goods shall be at the customer's expense. Freight will be charged at prevailing rates.

**2. DELIVERY**

Any time quoted by Blacktown for the delivery of goods or services is an estimate only, and Blacktown is not liable for late delivery or non-delivery for any reason. If Blacktown is delayed by any circumstance or event beyond its control, it may suspend delivery or extend the delivery or supply time. Blacktown shall not be liable to the Customer for any consequential loss or damage arising from such delay or non-delivery or non-supply. In writing, the Customer must notify Blacktown within seven (7) days of the dispatch of the goods by Blacktown of any damaged goods or goods that were not delivered as ordered.

**3. PAYMENT**

Blacktown must receive payment of the invoiced amount, including sales tax or GST, without deduction, within thirty (30) days after the end of the month the goods or services were invoiced. If the Customer commits any act of insolvency, all money due and owing by the Customer to Blacktown, whether by way of credit or otherwise, will become due and payable immediately. Blacktown reserves the right to suspend, with or without notice, any deliveries of goods or services if any payment due by the Customer to Blacktown is overdue. The Customer must pay interest on the overdue amount, at 12 per cent per annum, from the due date for payment until paid. The Customer must pay all costs and expenses (including legal costs) which may be incurred by Blacktown 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 dispatched by Blacktown to the address for delivery specified by the Customer or upon collection of the goods by the Customer's agent or carrier, as the case may be. Blacktown is not responsible for any loss or damage to goods in transit.

**5. TITLE TO PASS UPON PAYMENT**

The title to the goods shall not pass to the Customer until payment for the goods is received by Blacktown. Suppose the Customer does not pay for any goods by these Terms of Trade. In that case, Blacktown is hereby irrevocably authorized by the Customer to enter the Customer's premises (or any premises under the control of the Customer or as the agent of the Customer if the goods are stored at premises) and 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.

**5A. PERSONAL PROPERTIES SECURITIES ACT**

The Customer acknowledges that by Clause 5, Blacktown has a security interest in the Products (as well as the proceeds of any insurance claim in respect of the Products) for the purposes of the Personal Property Securities Act 2009 (Cth) as amended (the "PPS Act") and to the extent applicable the PPS Act applies.

The Customer acknowledges and warrants that the Customer conducts a commercial operation and that any goods or materials purchased from Blacktown are not purchased by the Customer predominantly for personal domestic or household purposes and the Customer and any guarantors agree to indemnify Blacktown for any loss or damage arising from any breach of such warranty.

The Customer acknowledges that Blacktown may do anything reasonably necessary, including but not limited to registering any security interest which Blacktown has over the Products on the Personal Property Securities Register established under section 147 of the PPS Act Order to perfect the security interest and comply with the requirement of the PPS Act. The Customer agrees to, without charge, provide all such information and do all things reasonably necessary to assist Blacktown in undertaking the abovementioned matters.

The Customer waives, pursuant to s.157(3)(b) of the PPS Act, the right to receive notice of a verification statement regarding any registration on the register.

The Customer and Blacktown agree that pursuant to section 115 of the PPS Act, the following provisions in the PPS Act do not apply in relation to a security interest in the goods to the extent, if any, mentioned (words in this provision have the same meaning as in the PPS Act):

- i. Section 95 (notice of removal of accession)
- ii. section 129 (disposal by purchase)
- iii. section 125 (obligation to dispose of or retain collateral) in that Blacktown may extend the time for the delay as Blacktown considers appropriate
- iv. section 130 (notice of disposal), to the extent that it requires the secured party to give notice to the grantor before disposal;

- v. paragraph 132(3)(d) (contents of statement of account after disposal)
- vi. subsection 132(4) (statement of account if no disposal);
- vii. section 135 (notice of retention)
- viii. section 142 (redemption of collateral)
- ix. section 143 (reinstatement of security agreement).

**6. DISCLOSURE OF CUSTOMER INFORMATION**

The Customer authorizes Blacktown to obtain a credit report concerning the Customer's creditworthiness and consents to any credit report concerning the Customer being made available to Blacktown to assess the creditworthiness of, or the prospect of future dealings with the Customer or the accuracy of information provided by the Customer to Blacktown, from time to time. The Customer further authorizes Blacktown to exchange or disclose any information concerning the Customer's creditworthiness 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 1988.

**7. CUSTOMER'S SPECIAL ORDER**

Blacktown reserves the right to demand a deposit for orders of non-stock items or to manufacture goods to the Customer's specifications. Blacktown shall not be responsible for errors in Customer's specifications. Customers may not cancel such orders without written consent and on terms satisfactory to Blacktown. Blacktown will not accept returns of goods made to the Customer's specifications unless defective.

**8. RETURN FOR CREDIT**

All cancellations and returned goods must be notified in writing and 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 and number of the invoice and the reason for return (e.g. faulty, damaged, wrongly delivered, or late delivery of back order). Approval to return goods for credit must first be obtained from Blacktown, which shall have absolute discretion in granting any such approval and the terms of any such approval. All goods returned for credit must be clearly consigned to Blacktown in the original packaging and a saleable and undamaged condition.

If Blacktown accepts that the reason for the credit claim is due to Blacktown's fault, then Blacktown shall bear the cost of freight; otherwise, the customer will bear the cost of freight.

**9. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, Blacktown and its servants and agents are not liable for any loss or damage (including without limitation loss or damage caused by the negligence of Blacktown or its servants or agents and incidental and 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 Blacktown or its servants or agents (including liability for negligence) is limited to:

- (1) 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), and
- (ii) in the case of services, the re-supply or the cost of the re-supply of such services (whichever is the lesser).

Blacktown is not liable for any loss or damage the Customer may suffer if Blacktown cannot do what it has promised because of events beyond its reasonable control.

**10. ENTIRE AGREEMENT**

The Customer acknowledges that these Terms of Trade constitute the parties' entire agreement on Blacktown's supply of goods or services to the Customer and prevail over any conditions that the Customer may seek to introduce in the Customer's purchase order. These Terms of Trade may not be varied without the prior written agreement of Blacktown.

**11. WAIVER**

The failure, delay, relaxation or indulgence on the part of Blacktown in exercising any power or right conferred upon Blacktown 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.

**12. GOVERNING LAW**

These Terms of Trade shall be construed by the law in force in New South Wales, Australia, and the parties agree to submit to the jurisdiction of that State's Courts.

**13. SEVERANCE**

These Terms of Trade are qualified by any applicable law provision and cannot be excluded. Suppose any provision of these Terms of Trade is deemed unlawful or unenforceable. In that case, such provision shall be severed from these Terms of Trade, and all other provisions hereof shall remain in force to the fullest extent permitted by law.



