

EDSONCOMBE PTY LTD ACN 010 450 745 AS TRUSTEE FOR THE ALUMINIUM BALUSTRADES  
(NORTH COAST) UNIT TRUST TRADING AS



Phone: (07) 5493 1734 Fax: (07) 5493 2985  
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**30 Day Commercial Credit Account Application  
(Strictly Confidential)**

Please tick: Is the Applicant: A Company  A Trust  A Partnership  A Sole Trader

Applicant's Name / Company Name:.....  
(including the full name of the Trustee and Trust)

Trading Name ( if any):.....

ABN Number:.....ACN Number:.....Date of Registration:.....

BSA Licence Number:.....Master Builders Member:.....

Phone Number:.....Fax Number:.....Email:.....

Business Address:.....

Postal Address:.....

Registered Office:.....

Accounts Contact:.....Telephone:.....

Bank:.....Branch.....

Estimated Monthly Purchases Min:\$.....Max:.....

**Full Name and Private Address of All Directors / Proprietors / Shareholder / Trust Beneficiaries**

(1) Full Name:.....

Residential Address:.....

Phone:.....Mobile:.....

Driver's Licence Number:.....

(2) Full Name:.....

Residential Address:.....

Phone:.....Mobile:.....

Driver's Licence Number:.....

(3) Full Name:.....

Residential Address:.....

Phone:.....Mobile:.....

Driver's Licence Number:.....

(4) Full Name:.....

Residential Address:.....

Phone:.....Mobile:.....

Driver's Licence Number:.....

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**Trade References:**

1.....

.....Telephone:.....

2.....

.....Telephone:.....

3.....

.....Telephone.....

I/We hereby give permission to “the Company” to provide to and to seek from any credit provider any information which credit providers or other financial institution are permitted to give or receive under the Privacy Act, in respect of my credit worthiness, credit standing, credit history or credit capacity.

I/We acknowledge receipt of “the Company” Terms and Conditions prior to signing this credit application and hereby certify that the information contained in this application is true and correct and agree to abide by “the Company’s” Terms and Conditions of Trade.

CUSTOMER SIGNATURE:.....

POSITION.....

DATE:.....

PRINT NAME:.....

## **Guarantee and Indemnity of Account**

**TO: EDSONCOMBE PTY LTD as Trustee for the Aluminium Balustrades ( North Coast) Unit Trust Trading as Aluminium Balustrades ( North Coast) ( ACN: 010 450 745) (“you”)**

In consideration of you agreeing to supply the Buyer (referred to below) with goods on credit, the Guarantor hereby agrees as follows;

1. The Guarantor:

1.1 Unconditionally and irrevocable guarantees to you the due payment to you by the Buyer all monies which are now payable or may in the future become payable by the Buyer to you for goods which you may from time to time supply to the Buyer (“monies secured”) as well as any other term or condition associated in any way with the 30 Day Commercial Credit Application; and

1.2 indemnify you against all liability or loss arising from, and any cost, charges or expenses incurred in connection with the breach by the Buyer or any term or condition associated in any way with the 30 Day Commercial Credit Application, including a breach of the obligation to pay any money.

2. The monies secured shall include, but not be limited to, the value of the goods supplied, interest outstanding on the monies secured, collection fees and legal costs incurred by you in connection with default by the Buyer in the payment of any part of the money secured;

3. This guarantee shall be a continuing guarantee to you for all debts whatsoever and whensoever incurred by the Buyer with you regarding goods to be supplied or supplied to the Buyer by you;

4. You shall be at liberty, without notice to the Guarantor, at any time and without in any way discharging the Guarantor from any liability to grant an extension of time or other indulgence to the Buyer and accept payment from the Buyer in cash or negotiable instrument and to treat the Guarantor in all respects as though the Guarantor were jointly and severally liable with the Buyer, instead of being merely a surety for the Buyer;

5. You shall not be concerned to see or to enquire into the powers of the Buyer or any persons purporting to act on behalf of the Buyer and any debt incurred by the Buyer, or by persons apparently acting on his behalf, shall be subject to this guarantee notwithstanding that the transaction from which the debt arose may be shown to have been entered into without adequate power or authority or be in any way irregular, defective or informal;

6. The liability of the Guarantor shall not be in any way affected by a counter claim, cross action or set-off which the Buyer may have or claim to have against you, and the Buyer and guarantor shall not be entitled to use any alleged claim, counter-claim, cross action or set-off to justify withholding payment of any of the monies secured to you;

7. You shall not be required to exhaust all avenues of recovering the monies secured against the Buyer before pursuing the guarantor for payment of the monies secured under this guarantee. You shall be entitled to pursue the guarantor at any time for payment of the monies secured under this guarantee whether or not you have sought payment of the monies secured from the Buyer.

8. Each guarantor acknowledges having received a copy of this guarantee;

9. Each covenant by the Guarantor (if more than one) is binding jointly on all of them and severally on each of them and is made by the Guarantor with each and every other party included in the term “you” severally and maybe enforced by each such parties severally, notwithstanding that no goods may have been supplied by the party seeking to enforce it or may not have been so supplied at the date hereof.

Dated at.....this.....day of.....2009

Name of buyer/s.....

Name & Address of First Guarantor

1.....

Signature.....Witness.....

Name & Address of Second Guarantor

2.....

Signature.....Witness.....

**THE COMPANY'S TERMS AND CONDITIONS OF SALE**

1. GENERAL – Any order placed by a Buyer is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies which may be introduced in the Buyer's order or acceptance unless otherwise expressly agreed by ("The Company") in writing.

2. QUOTATIONS AND PRICES – The prices quoted are based on the Company's estimated cost of production, manufacture or supply and are subject to alteration without notice to the Buyer due to any increase in the Company's costs between the date of quotation and the date of delivery. Unless otherwise expressly agreed in writing by the Company in writing, all goods will be charged for at the prices ruling at the date of delivery. All prices are inclusive of GST. All offers and tenders, unless otherwise specifically stated in writing, are subject to acceptance within one month only from the date of issue. Clerical errors and omissions of the Company shall be subject to correction by it at any time and the buyer shall make no objection to the correction of such omissions or errors.

3. TERMS OF PAYMENT – All invoices shall be paid on Net cash 30 days from end of each calendar month, but the Company reserves the right to vary the terms of payment and to require payment in cash in full prior to delivery should the credit worthiness of the Buyer at any time become in the Company's sole opinion unsatisfactory.

4. CLAIMS – Any claim by the Buyer for short or wrongful delivery of the goods must be notified to the Company in writing within 14 days after delivery of the goods to the Buyer and any claim which the Buyer does not notify within the time aforesaid (time being of the essence) shall be deemed to have been absolutely waived.

5. DESCRIPTION – Any description of the goods is given by way of identification only and the use of such description shall not constitute a contract for the sale of goods by description.

6. SPECIFICATIONS – All illustrations, drawings and specifications prepared or supplied by the Company are approximate only and shall not be regarded as accurate working illustrations, drawings or specifications. All such illustrations, drawings and specifications shall remain the property of the Company and shall be treated as confidential by the Buyer (who shall not copy, sell, loan or otherwise dispose of or use them without the prior written consent of the Company).

7. IMPLIED TERMS – All conditions or warranties expressed or implied by statute the common law equity trade custom or usage or otherwise howsoever are hereby expressly excluded to the maximum extent permitted by law. Where so permitted the liability of the Company for a breach of a condition or warranty that cannot be excluded is limited at the Company's option to the replacement or repair of the goods or the supply of equivalent goods or the cost of replacing or repairing the goods or of acquiring equivalent goods.

8. INDIRECT LOSS – So far as the law permits the Company shall not be liable in any way whatsoever for any indirect or consequential loss or loss of profit including in particular but not limited to any loss by reason of delay, defective or faulty materials or workmanship, negligence or any act, matter or thing done or permitted or omitted to be done by the Company.

9. CANCELLATION – If the Buyer cancels any order or refuses to accept all or any of the goods in an order other than in circumstances permitted in these conditions, the Buyer shall be liable for any damage or loss thereby suffered by the Company and the Buyer acknowledges and agrees that they shall be liable to pay the costs of the goods to the Company.

10. PROPERTY AND RISK

10.1 Property in the goods shall not pass from the Company to the Buyer until the Company receives payment in full for the goods and all other goods supplied by the Company to the Buyer. The receipt of any cheque, draft or other negotiable instrument shall not constitute payment for the goods until the Company has received cash or cleared funds for the full amount then owing to the Company.

10.2 Until the goods are paid for in full, the Buyer shall store the goods separately from its own goods or those of any other person in a manner which renders them clearly identifiable as the goods of the Company.

10.3 The Company may at any time, at its sole discretion, upon giving reasonable notice to the Buyer, take or assume possession of all goods which remain the property of the Company, irrespective of the existence of any failure on the part of the Buyer to comply with these terms and conditions of sale or any other event whatsoever and the retaking of possession of the goods by the Company shall not release the Buyer from their obligation to pay for the goods.

10.4 The goods shall be the Buyers risk from ;

10.4.1

- i the passing of property to the Buyer, or
- ii the physical delivery of the goods to the Buyer.

11. PERFORMANCE AND REPRESENTATIONS – The Buyer acknowledges that neither the Company nor any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in writing whether as to the fitness of the goods for any particular purpose or any other matter.

12. INSTALLMENTS – The Company reserves the right to deliver by installments and each installment shall be deemed to be sold under a separate contract. Failure of the Company to deliver any installment shall not entitle the Buyer to cancel the balance of the order. In the event of the Buyer making default regarding any installment, the Company may elect to treat the default as a breach of contract relating to each other installment.

13. PATENTS – The Buyer warrants that any design or instruction furnished to the Company shall not be such as will cause the Company to infringe any patent, registered design or trade mark in fulfilling Buyer's order and the Buyer agrees to indemnify the Company against any infringement or unauthorized use of patent, trademarks, designs or copyright arising out of the manufacture by the Company of the Buyers order.

14. WARRANTY – The Company warrants to use its best endeavours to repair and replace (at the Company's option) all goods and components thereof manufactured by it which the Company in its sole discretion deems to be defective in materials or workmanship under normal use and service within a period of 12 months from the date of practical completion of goods and services provided on any given project or building site. To obtain the benefit of this warranty the Buyer must give notice in writing to the Company immediately upon it becoming aware of the alleged defect and in any event before the expiration of the said 12 months period. Goods and components not manufactured by the Company are not covered by this warranty but the Company will use its best endeavours to obtain for the Buyer the benefit of any applicable manufacturer's warranty. The benefits conferred by this warranty are in addition to all other rights and remedies, which the Buyer has under any statute.

15. INSPECTION – The Buyer shall notify the Company immediately of any defect in the goods of which it becomes aware after installation, and shall take all reasonable steps to mitigate loss ( if any) arising as a consequence of such defect.

16. NOTICES – Any notice to be given by the Buyer to the Company shall be sent by prepaid mail or email to the Company's relevant address. No notice shall be deemed to have been given until it is actually received at either address.

17. GOVERNING LAW – Contracts shall be governed by and construed in accordance with the laws of Queensland.

18. AMENDMENT - The Company may amend, vary alter or change these Terms and Conditions at any time without any objection from the Buyer.

Dated: .....

Signed: .....

Signed: .....

Applicant: .....

Guarantor: .....

