



ABN 48 102 113 333

Balustrading WA Pty Ltd

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Credit Application

COMPANY NAME:(THE APPLICANT)

A.C.N. No:..... A.B.N. No:

REG. BUS. No. (A.R.B.N.):..... BUILDERS REG. No:.....

TRADING NAME:

SOLETRADER/PARTNERSHIP/COMPANY/PUBLIC COY./INC.CLUB OR ASSOC. (Delete those not applicable)

NATURE OF BUSINESS YEAR COMMENCED

OFFICE ADDRESS: (Owned/Leased)

MAILING ADDRESS:

Post Code Phone No Fax No Mobile No

ADDRESS OF REGISTERED OFFICE:

AFFILIATES/SUBSIDIARIES:

PERSON/S (ACCOUNTS PAYABLE) TO CONTACT:

EMAIL ADDRESS OF ACCOUNTS CONTACT:

PERSON/S (PURCHASING) TO CONTACT:

EMAIL ADDRESS OF PURCHASING CONTACT:

DIRECTORS/INDIVIDUAL'S/PARTNER'S/FULL NAMES & ADDRESSES: (All directors must complete the guarantee attached to this application)

Surname: First Name Occupation

Residential Address:

..... Mobile No.:..... D.O.B.

Surname: First Name Occupation

Residential Address:

..... Mobile No.:..... D.O.B.

Surname: First Name Occupation

Residential Address:

..... Mobile No.:..... D.O.B.

Surname: First Name Occupation

Residential Address:

..... Mobile No.:..... D.O.B.

Has any director at any time been under any financial arrangement or been registered under any Part of the Bankruptcy

Act 1966 as amended: YES/NO

If yes provide full details:

Is the Applicant or any person signing this application a Trustee or a Trust?

Name of Trust/Trustee:

Trust Created/...../..... Trustee Appointed/...../.....

LIST PROPERTY HOLDINGS OF COMPANY, PROPRIETORS OR DIRECTORS

ADDRESS	OWNED BY	APPOX.VALUE	MORTGAGE	APPOX. EQUITY
.....
.....
.....

No Banks or Finance Companies

TRADE REFERENCES:

1: Fax No: Phone:.....

Email:.....

2: Fax No: Phone:.....

Email:.....

3: Fax No: Phone:.....

Email:.....

TO ASSESS A CREDIT LEVEL, FINANCIAL DETAILS ARE REQUIRED.
THE INFORMATION IS KEPT STRICTLY CONFIDENTIAL

STATEMENTS OF ASSETS & LIABILITIES

ASSETS		LIABILITIES	
Sundry Debtors (owed to you)	\$.....	Sundry Creditors (owed by you)	\$.....
Stock Value	\$.....	Bank Overdraft (see below)	\$.....
Plant, Equipment, Tools	\$.....	Loans	\$.....
Fixtures and Fittings	\$.....	Debentures	\$.....
Real Estate Value	\$.....	Mortgages	\$.....
Motor Vehicles	\$.....	HPA/Leases	\$.....
Cash/Bank (approx.)	\$.....	Bills of Sale	\$.....
Other Assets (Deposits, etc)	\$.....	Taxation	\$.....
Work in Progress	\$.....	Other Liabilities	\$.....
(approx.)	\$.....	(approx.)	\$.....

TERMS OF CREDIT

DEFINITION

1. The Customer (which expression shall for the purposes of this Credit Application include where the context requires any Guarantor of any Applicant or Customer jointly and severally) includes the Directors whose signatures appear on this document. Where the Customer is acting as a Trustee (whether disclosed or not) the Customer and Directors named and executing this document declare and agree that the Customer is duly appointed Trustee of the Trust, that it has executed this document as Trustee pursuant to the provisions of the Trust and that the assets of the Trust shall be available in discharge of the Customer's debt. The term Trustee shall mean and include the Trustee from time to time of the Trust.
2. In this agreement the Supplier is Balustrading WA Pty Ltd and includes its agents and subsidiaries.

ACCURACY OF INFORMATION

3. The Customer declares that all facts and information in the Credit Application are true and correct in every particular and are not misleading or deceptive in any way and further declares the Customer will at least 7 days prior to any proposed change in the Customer's structure or particulars notify the Supplier in writing of that proposed change.

AUTHORITY TO SIGN

4. The Customer warrants that the person signing this Credit Application is duly authorised by the Customer to apply for credit and execute this Credit Application.

TERMS AND CONDITIONS

5. The Customer agrees to adhere to the terms and conditions of this Credit Application and the Supplier's terms and conditions as amended from time to time and agrees that credit extended by the Supplier shall not exceed the credit limit approved by the Supplier in writing.

PAYMENT

6. Accounts are to be settled in full by the last working day of the month following that in which the goods the subject of the account were delivered.

DEFAULT

7. If the Customer defaults in payment of any monies due to the Supplier then all monies due will immediately become due and payable on demand and the Supplier is entitled to charge interest at the rate of 14% per annum on all overdue accounts from the due date for payment until the date of actual payment.

EXPENSE

8. Any expenses costs or disbursements incurred by the Supplier in recovering any outstanding monies from the Customer including but not limited to debt collection agency fees and solicitors' costs must be paid by the Customer to the Supplier forthwith on demand.

REFUSAL TO EXTEND CREDIT

9. The Supplier may at any time and from time to time:
 - (a) refuse to extend any further credit to the Customer;
 - (b) alter these terms and conditions and those alterations will apply to all transactions taking place after the Customer has been notified of them; and

(Terms and Conditions Con't)

- (c) request security or any additional security from the Customer as the Supplier in its discretion thinks fit and the Supplier may withhold the supply of any goods until the security or additional security is obtained from the Customer at the Supplier's request.

CHARGE

- 10. The Customer hereby charges any land owned by it or acquired by it during the term of this agreement with the due payment to the Supplier of all monies that will and/or may become payable for goods and/or services supplied by the Supplier to the Customer and irrevocably authorises and consents to the Supplier lodging an absolute Caveat in respect of the land or any part of it to protect the Supplier's interest herein.

PRIVACY

- 11. The Customer agrees that the Supplier may seek from any credit provider named in the Credit Application information about the Customer's credit arrangements. The Customer understands this information can include any information about the Customer's credit worthiness credit standing credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988 and that the information may be used to assist in determining whether to approve this Credit Application and the Customer's credit worthiness.

LIABILITY

- 12. If there is more than one applicant to this Credit Application then each Applicant shall be jointly and severally liable.

CREDIT LIMIT \$:	(MUST BE COMPLETED)
CREDIT LIMITED REQUESTED:	
STAMP DUTY IS PAYABLE BY THE APPLICANT ON ALL CREDIT APPLICATIONS IN TERMS OF WA GOVERNMENT STAMP ACT OF 1986.	

THE CUSTOMER ACKNOWLEDGES THAT HE HAS READ THE TERMS OF CREDIT & GUARANTEE AND AGREES TO BE BOUND BY THEM

PERSONAL PROPERTIES SECURITIES INTEREST

The Customer acknowledges and agrees that:

- (a) the Supplier has supplied certain goods to the Customer pursuant to this Agreement ("supplied goods");
- (b) the Customer has no obligation to pay for the supplied goods pursuant to this agreement for a period of thirty (30) days ("term of credit");
- (c) in order to secure the Supplier's entitlement to be paid for the supplied goods at the expiration of the term of credit, the Supplier:
 - (i) will register a Purchase Money Security Interest as defined, against the supplied goods and the proceeds of their sale; and
 - (ii) may register a personal property security interest as defined, in all or any of the Customer's present and after-acquired property as defined.

For the purposes of this clause:

- (a) "register" means register on the Personal Property Securities Register established under section 147 of the Personal Property Securities Act 2009 ("Register"); and
- (b) "defined" means defined in the Personal Property Securities Act 2009.

The Customer agrees to pay all reasonable expenses incurred in enforcing a security interest registered on the Register.

GUARANTEE

In consideration of Balustrading WA Pty Ltd at our request as Directors of the Customer agreeing to grant to it credit trading facilities, we the Directors of the Customer do HEREBY jointly and severally and irrevocably guarantee (by way of continuing security) the payment to Balustrading WA Pty Ltd by the Customer of all monies now or at any time in the future due and owing in respect of goods sold or services rendered to it by Balustrading WA Pty Ltd and we jointly and severally agree to be bound by the terms of credit above and declare that Balustrading WA Pty Ltd may make claim against us as if we were the principal debtors and not guarantors/sureties of the Customer and authorise Balustrading WA Pty Ltd to lodge an absolute caveat against real property registered solely or jointly in our names. We further ACKNOWLEDGE the matters stated herein under the heading: Personal Property Securities Interest and AGREE that in order to secure the Supplier's entitlement to be paid for the supplied goods at the expiration of the term of credit, the Supplier takes a security interest as defined in the Personal Property Securities Act 2009 in all of the guarantor's present and after-acquired property.

SIGNED BY / DIRECTORS / INDIVIDUALS / PARTNERS / SOLETRADER

SIGNATURE	NAME	DATE	
SIGNATURE	NAME	DATE	
SIGNATURE	NAME	DATE	
SIGNATURE	NAME	DATE	
WITNESS SIGNATURE	NAME	DATE	OCCUPATION