



TIMBER AUSTRALIA

Proprietors: Charia Pty Ltd
ABN: 16 080 874 746

33 Binary Street, Yatala Qld 4207
Phone: 07 3382 9400
Fax: 07 3382 9401
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COMMERCIAL CREDIT ACCOUNT APPLICATION

NOTE: ORIGINAL FORMS MUST BE RETURNED TO OUR OFFICE

(EVEN IF YOU HAVE FAXED OR EMAILED A COPY BACK TO OUR OFFICE)

All information supplied will be treated as Strictly Confidential

TRADING TERMS: 30 DAY ACCOUNT

Buyer's Entity Name: _____

Buyer's Trading Name: _____

A.B.N: _____ A.C.N: _____ BN: _____

Date of Commencement: _____ QBSA Licence No: _____

Registered Business Address: _____

Delivery Address: _____

Postal Address: _____

Sales Phone No: _____ Sales Fax No: _____ Sales Mobile No: _____

Sales Email: _____

A/c's Phone No: _____ A/c's Fax No: _____ A/c's Mobile No: _____

Accounts Email: _____

Business Structure: Sole Trader:___ Partnership:___ Company:___ Trust:___ Other:_____ (please specify)

If a Trust, please provide a copy of your Trust Deed (stating Trustee/s, Principal/s, Beneficiaries & Signatures)

Nature of business: _____

FINANCIAL DETAILS

Name of Bank: _____ Branch: _____

Names and addresses of principals, shareholders or directors:

Name in full	Private Address	Phone	Title
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TRADE REFERENCES

Name	Address	Phone	Fax
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

Limit applying for: \$ _____

Commercial Credit Application

To: **Charia Pty Ltd – T/As: Addlife Timber Australia**
ABN: 16 080 874 746
33 Binary Street
YATALA QLD 4207

This application for commercial credit is directed to Charia Pty Ltd – T/As: Addlife Timber Australia (ABN:16 080 874 746) which credit provider is hereinafter referred to as “the Seller”.

TERMS AND CONDITIONS OF CREDIT

1. I/We acknowledge that I am/we are authorized to make this application to the Seller on behalf of the Buyer.
2. The Buyer/I/We acknowledge and agree that I/we have read, understand and agree to accept and be bound by the Trading Terms and Conditions attached to this Application.
3. I/We agree that the granting of commercial credit by the Seller to the Buyer shall be deemed to constitute a binding Contract subject to the attached Trading Terms and Conditions of the Seller and such contract shall be deemed to have been made at Yatala and be governed and construed according to the law in the State of Queensland.
4. I/We understand that under the *Privacy Act 1988*, the Seller requires my/our authority to provide and obtain certain information from credit reporting agencies and other credit providers and I/We authorize the Seller:
 - (a) to obtain credit reports and personal credit information about the Buyer/me/us from credit reporting agencies and other credit providers;
 - (b) to use any credit reports to assess this Application and assist the Seller in collecting overdue payments; and
 - (c) to notify other credit providers of default by the Application and to exchange information with other credit providers.
5. I/We agree that if we are granted credit pursuant to this Application or even if credit is not formally granted but granted on an occasional or an *ad hoc* basis, that I/we shall comply with the terms and conditions of credit as set out in this Application.
6. I/We warrant the accuracy of the information provided in this Application.

BUYER - COMPANY **please also complete the guarantee*

_____	_____	_____
Name	Signature	Date
_____	_____	_____
Name	Signature	Date
_____	_____	_____
Name	Signature	Date

Who certify that they are duly empowered to execute this Application on the Company’s behalf.

BUYER - INDIVIDUAL/PARTNERSHIP **please also complete the guarantee (All Individuals/Partners to sign)*

_____	_____	_____
Name	Signature	Date
_____	_____	_____
Name	Signature	Date
_____	_____	_____
Name	Signature	Date

Who acknowledge that this Application is made jointly and severally and who certify that all parties have read and authorized the Application.

GUARANTEE & INDEMNITY

TO: **Charia Pty Ltd – T/As:**
Addlife Timber Australia
33 Binary Street, YATALA QLD 4207

THE BUYER: _____

IN CONSIDERATION of Charia Pty Ltd – T/As: Addlife Timber Australia (the Seller), at my/our request and in the way Customer's trade or do business, having agreed to supply the Buyer with goods/services and/or continuing at the Seller's discretion credit already granted or presently granting credit or other accommodation and hereafter continuing the same at the Seller's discretion and at any time from time to time hereafter granting credit or other accommodation at the Seller's discretion to the Buyer, as applicable.

I/We hereby jointly and severally acknowledge and agree:

1. This Deed shall be a continuing guarantee to the Seller for all debts, interest or other moneys payable on any account whatsoever as are now, or hereafter become due owing or payable by the Buyer to the Seller, or in the performance or observance of any term or condition, contracted by the Buyer with the Seller in respect of goods and/or services supplied to the Buyer. If default should be made by the Buyer in payment of the moneys hereby guaranteed, I/We will pay such moneys upon demand to you at your office at Yatala.
2. You are at liberty without notice to me/us at any time and without in any way discharging me/us from any liability herein to grant time release and other indulgence to the Buyer and to accept payment from it in Cash, Cheque or Electronic Funds Transfer.
3. This Guarantee shall not be determined by the death of me/us or any of us, and shall be binding on my/our personal representative/s. I/We hereby undertake to notify you within seven (7) days of my/our becoming aware of any fact or circumstance which may have a bearing on my/our capacity to fulfill any of my/our obligations under this Deed of Guarantee.
4. Nothing in this Guarantee is binding or conditional upon the Seller to continue to supply goods and/or services to the Buyer which supply shall be at your discretion.
5. If the Buyer is a trustee of any trust, I/We warrant that the Buyer has full authority under the trust deed to enter into agreements for supply to it of goods or services on credit, and that the Buyer has a right of indemnity against the trust assets for any liability arising pursuant to the agreement for supply of goods and/or services on credit.
6. I/We hereby indemnify the Seller against any and all losses and expenses whatsoever directly or indirectly arising from or by virtue of any default whatsoever on the part of the Buyer for any obligation contracted with the Seller. This Guarantee and Indemnity is a principal obligation and is not ancillary or collateral. If the Buyer is wound up or becomes bankrupt, I/We hereby undertake to become principally liable for all debts, interest or other moneys payable to the Seller by the Buyer on any account whatsoever.
7. If any payment of money, conveyance or transfer of property or charge is given to you (the Seller) by our Customer, in reduction of our (the Buyer's) indebtedness to you be declared later as void by any Liquidator, the amount of the Buyer's debt to you (guaranteed by us) shall include the amount for which credit has previously been given for payment of such money which was declared void by the Liquidator.
8. If one or more of us should fail to execute or execute properly this Guarantee, same shall not release those of us who have properly executed this Guarantee, from the obligations of me/us set out herein.
9. The certificate under the hand of your accountant for the time being of the amount outstanding by the Buyer will be final and conclusive as against me/us of our liability hereunder and of the provision of the goods/services and credit or other accommodation to the Buyer.
10. This Guarantee is governed by the Law of the State or Territory where the moneys hereby guaranteed are payable in accordance with clause 1 hereof.
11. I/We hereby acknowledge that I/we understand and agree to accept and be bound by the Trading Terms and Conditions attached to this application.

SIGNED, SEALED AND DELIVERED BY

Signature of Guarantor: _____

Guarantor's Name: _____

Guarantor's Address: _____

Signature of Witness: _____

Witness' Name: _____

Witness' Address: _____

Signature of Guarantor: _____

Guarantor's Name: _____

Guarantor's Address: _____

Signature of Witness: _____

Witness' Name: _____

Witness' Address: _____

TRADING TERMS AND CONDITIONS

1 DEFINITIONS

1.1 In these conditions of sale:

- (a) seller/we/us/our means Addlife Timber Australia, our subsidiaries and any of our associated companies
- (b) buyer/you/your means you the Applicant/Customer/Buyer (or any person acting on behalf of and with the authority of the Buyer) who is purchasing the goods or obtaining services from us
- (c) guarantor means the person/s who agrees to be liable for the debts of the Buyer on a principal debtor basis
- (d) goods/services means the products or services that we agree to supply to you
- (e) PPSA means the Personal Property Securities Act 2009 (the Act)
- (f) PPSR means the Personal Property Securities Register

2 PRICES AND PAYMENT

- 2.1 All prices are ex our premises, plus GST.
- 2.2 You must arrange delivery from our Yatala premises or you must collect the goods from our Yatala premises.
- 2.3 You must pay for all the goods supplied, or services provided as per the Terms stated on the Invoice.
- 2.4 You accept that we may change our pricing at any time without notice to you and you agree to accept the altered price if that occurs.
- 2.5 Any goods received into our yard belonging to you without paperwork will not be processed until the paperwork is received. If paperwork is not supplied within **seven (7) trading days** of delivery a storage charge will apply.
- 2.6 Any goods belonging to you that have been invoiced to you and you have been notified that goods are ready for pick up will incur a storage charge if left in our yard for more than **seven (7) trading days**.

3 DELIVERY AND RISK

- 3.1 You will be responsible for all goods supplied from the time they leave our Yatala premises and to make any claim relating to the goods passed to you at that time.

4 CLAIMS RELATING TO GOODS

- 4.1 You have **three (3) trading days** from the date of goods leaving our Yatala premises to make any claim relating to the goods and your claim must be in writing. You must tell us exactly what is wrong with the goods and if you want to return the goods you must apply for a goods return authority.
- 4.2 You must not use the goods which you claim to be defective. You must store the goods safely and separately from any other goods supplied. They must be returned to us in the condition they were supplied.
- 4.3 We may choose to inspect the goods wherever they may be before we accept that they are defective.
- 4.4 You will arrange for the return of any defective goods. If you take it upon yourself to send goods back without our authorization, then you will have to pay for the cost of the return of the goods to our premises.

5 PERSONAL PROPERTY SECURITIES ACT 2009 (THE ACT) (PPSA)

- 5.1 Defined terms used in this clause have the same meaning as given to them in the PPSA.
- 5.2 The Seller and Buyer acknowledge that a contract constitutes a Security Agreement and gives rise to a Purchase Money Security Interest (PMSI) in favor of the Seller over the goods supplied to the Buyer, as Grantor, pursuant to a contract, and over the proceeds (including any sale monies or an account for such monies and insurance monies).
- 5.3 The goods supplied or to be supplied under a contract fall within the PPSA classification of "Other Goods" acquired by the buyer pursuant to these conditions.
- 5.4 The Buyer acknowledges that the Seller, as secured party, is entitled to register its interest in the goods supplied or to be supplied to the buyer, as Grantor, under a contract of the PPSR as collateral.
- 5.5 The Buyer waives its right to any of the following under the PPSA:
 - (a) receive notification of or a copy of any verification statement confirming registration of a financing statement or a financing change statement relating to a security interest granted by the buyer, as Grantor, to the Seller;
 - (b) receive notice of removal of an Accession under Section 95;
 - (c) receive notification of an intention to seize collateral under Section 123;
 - (d) object to the purchase of the collateral by the secured party under Section 129;
 - (e) receive notice of disposal of collateral under Section 130;
 - (f) receive a statement of account if there is no disposal under Section 130(4);
 - (g) receive a statement of account under Section 132(3)(d) following a disposal showing the amounts paid to other secured parties and whether security interests held by other secured parties have been discharged;
 - (h) receive notice of retention of collateral under Section 135;
 - (i) redeem the collateral under Section 142;
 - (j) reinstate the security agreement under Section 143.
- 5.6 Upon request by the Seller, the Buyer will reimburse the Seller for any costs incurred by the Seller in registering, preserving and or enforcing its rights under the PPSA.
- 5.7 The Buyer agrees that, to the extent permitted by law, nothing in sections 130 to 143 of the PPSA will apply to, or the security under, these conditions.

6 SECURITY & CHARGES

- 6.1 Despite anything to the contrary contained herein or any other rights which the seller may have howsoever:
 - (a) Where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or charge their entire joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
 - (b) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements, including legal costs on a solicitor and own client basis.
 - (c) The Buyer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Buyer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 6.1

TRADING TERMS AND CONDITIONS (continued)

7 RESERVATION OF TITLE

- 7.1 You accept that we retain ownership of all goods supplied to you by us under any order until all moneys owing on the goods supplied have been paid in full.
- 7.2 If you default on payment of goods, you agree that our representative may:
- (a) enter any premises or vehicle if we have reasonable grounds to expect that we may find the goods there or any part of the goods there; and
 - (b) take possession of the goods that we find.
- 7.3 While you hold the goods:
- (a) as far as possible, you will keep those goods separate or separately identifiable as our goods;
 - (b) you will hold all goods supplied to you as bailee for us; and
 - (c) you accept and acknowledge that you will have a fiduciary relationship to us for the payment of the goods.
- 7.4 If you are using the goods in a production process or in a construction of any kind, you must keep records showing the goods that you have used that we have supplied to you.

8 DEFAULT AND CONSEQUENCES OF DEFAULT

- 8.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of one and a half percent (1.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 8.2 In the event that the Buyer's payment is dishonored for any reason, the Buyer shall be liable for any dishonor fees incurred by the Seller.
- 8.3 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs.
- 8.4 Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment) the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller has exercised its rights under this clause.
- 8.5 Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable in the event that:
- 8.6
- (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or
 - (b) the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer.

9 WARRANTIES AND LIMITATIONS ON LIABILITY

- 9.1 We make no warranties relating to the suitability of the goods for any purpose at all. You choose the purpose for which you wish to use the goods.
- 9.2 You accept that we are limiting our liability to you for any defects in the goods to the extent that we are allowed by various State and Federal Statutes.
- 9.3 You accept that we exclude all implied conditions and warranties which we are allowed to exclude by law in relation to the goods supplied.
- 9.4 We are not liable for any costs, claims, losses or any other damages arising from any injury, loss, cost or damage which you may suffer arising from the supply of the goods. We will not be liable for any consequential loss or damage.

10 ENFORCEMENT OF THESE CONDITIONS

- 10.1 If any of these conditions is unenforceable, the contract between us will continue to be effective on the basis of all the remaining conditions.

11 VARIATION OF THESE CONDITIONS

- 11.1 These conditions set out the entire agreement we have with you. No verbal representations can override these conditions and no implied conditions and warranties can be read into the agreement other than those implied by statute.
- 11.2 These Conditions can only be varied by one of our authorized directors signing a document which states the variation and the transaction to which it applies.

12 DISPUTES TO BE RESOLVED IN QUEENSLAND

- 12.1 We agree with you to resolve any dispute relating to the supply of the goods, in the courts of Queensland and we agree with you that any Contract shall be deemed to have been made at Yatala.