

CAS COMPLETE ALUMINIUM SERVICES PTY. LTD. CAS

ABN 45 057 852 678
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APPLICATION FOR COMMERCIAL CREDIT TRADING ACCOUNT

COMPANY NAME: _____
TRADING AS: _____
BUSINESS ADDRESS: _____
POSTAL ADDRESS _____
PHONE NO: _____ FAX NO: _____

BANK DETAILS: _____
NAME: _____
BRANCH: _____

A.C.N _____ A.B.N _____
BUSINESS TYPE: _____
CONTACT PERSON: _____

NAMES AND ADDRESSES OF:DIRECTORS/PARTNERS/SOLE TRADERS.

NAME:	ADDRESS:	PHONE NO:
_____	_____	_____
_____	_____	_____

ESTIMATED MONTHLY PURCHASES _____

TRADE REFERENCES (list names and addresses of three referees):

NAME:	ADDRESS:	PHONE NO:
_____	_____	_____
_____	_____	_____

I/We hereby agree and have read the General Conditions of Sale outlined by Complete Aluminium Services P/L, that acceptance of my/our Application for Commercial Credit Trading account is on the basis of the Company's standard terms and conditions of credit, being 30 Days Nett, and strict adherence will be observed.

SIGNATURE: _____
POSITION: _____
DATE: _____

For Reliability & Service

Trading Name of Applicant:

1. This agreement is deemed to be made in Sydney upon Complete Aluminium Services' acceptance of this application.
2. The applicant:
 1. warrants that all information in this Credit Application is correct;
 2. acknowledges receipt of Complete Aluminium Services Standard Terms and conditions and agrees that all Goods will be supplied by Complete Aluminium Services to the applicant on those Terms;
 3. agrees that no change to the structure, status or partnership (if applicable) of the Applicant will affect the liability of the Applicant named in this application or any Guarantor of any credit granted pursuant to this application, until a fresh application for credit made in the name of the Applicant as restructured or changed is received and approved by Complete Aluminium Services.
3. The individuals acknowledge that under Section 18(E) 8(c) of the Privacy Act ("The Act"), Complete Aluminium Services is allowed to give a credit reporting agency personal information about the credit application. The information which may be given to an agency is covered by Section 18E(1) of the Act and includes:-
 1. identification particulars, including name, sex and date of birth, current and previous addresses and employers, and driver's licence number;
 2. the fact of the application for credit and the amount;
 3. the fact that Complete Aluminium Services is a current credit provider to the Applicant;
 4. payments which become overdue for more than 60 days and for which collection action has commenced;
 5. advice that payments are no longer overdue.
 6. cheques drawn by the Applicant which have been dishonoured more than once;
 7. in specified circumstances that in the opinion of Complete Aluminium Services the Applicant has committed a serious credit infringement;
 8. that credit provided to the Applicant by Complete Aluminium Services has been paid or otherwise discharged.
4. The individuals agree that Complete Aluminium Services may, if it considers relevant for the purpose, obtain from a credit reporting agency credit reports containing personal credit information about the individuals:-
 1. to assist assessment of the individual's application for commercial credit;
 2. to assist in collection of overdue payments (s18K(1)(b)&(h));
 3. to assess whether to accept the individuals as guarantors for credit applied for or provided to the Applicant. The individuals agree that if Complete Aluminium Services approves the Applicant's application for credit this agreement remains in force until the credit facility covered by the Applicant's application ceases. (s18K(1)(c));
5. Complete Aluminium Services may give to and seek from credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about the individual's credit arrangements. The individuals understand that this information can include information about their credit worthiness, credit standing, credit history or credit capacity that providers are allowed to give or receive from each other under the Act. The individuals understand that the information may be used to assess any application by them for credit; to notify other credit providers of defaults by them; to exchange information with other credit providers as to the status of the account where they are in default with other credit providers, and to assess their credit worthiness(s18N(1)(b) of the Act).
6. If the credit application is an application for consumer credit, then the individuals agree that if Complete Aluminium Services considers it relevant to assess their credit application for personal credit, Complete Aluminium Services may obtain a credit report about their commercial activities or commercial credit worthiness from a business which provides information about commercial credit worthiness of persons (s18L(4) of the Act).
7. Payments will be made strictly at 30 days from the end of the month during which purchases were made.
8. I/We acknowledge that Complete Aluminium Services reserves the right at all times to determine that a previously approved account is no longer so approved. At such time all monies owing will become due and payable.
9. I/We acknowledge that, if approved, this account shall have a monetary limit and Complete Aluminium Services may request payment when the limit is exceeded.
10. All Quotations made by Complete Aluminium Services shall be effective for a period of 30 days from the making thereof and shall not be construed as an offer or obligation to sell or supply in accordance with the Quotation. Accordingly, the seller reserves the right to accept or reject, at its discretion, any offer to purchase received by it. Only the written acceptance by the seller of the purchaser's offer shall constitute a contract.

11. Placement of an order, either verbally or in writing based on a Quotation shall imply acceptance of Complete Aluminium Services' offer and of these conditions.
12. All prices are based on current material, labour and transport costs and are subject to rise and fall as a result of any change in any of the above conditions.
13. As long as the customer owes Complete Aluminium Services any part of the price of goods supplied at any time Complete Aluminium Services shall retain the legal title to all goods supplied and not yet used or resold. When such goods are used, even with the loss of identity, the legal title of the resultant product shall vest in Complete Aluminium Services. Proceeds of sale of unused goods or resultant products shall be received by the customer as agent for Complete Aluminium Services and on its account such proceeds to be kept in a separate account or be accounted for to Complete Aluminium Services on demand.
14. If goods are in the possession of the Customer to which title has not passed the customer is under obligation to retain them in good order and merchantable condition until either paid for or collected and to allow Complete Aluminium Services, its servants or agents onto the premises where they are stored for the purpose of collecting the goods.
15. The Applicant agrees:
 - (1) to not use any goods supplied;
 - (a) as part of any aircraft of whatsoever nature, or
 - (b) for any other purpose unless the Applicant or any other person establishes by a complete and comprehensive testing procedure that the goods are fit for that purpose, and also where reasonable, a qualified engineer certifies that the goods are fit for that purpose; and
 - (2) not to enter into a contract with any person or persons to whom any goods supplied are made available for use in any way whatsoever (including by way of sale) under which the person or persons agree to comply with the provisions of subclauses 15(1) and (2), and (3); and
 - (3) if any person or persons use any goods supplied other than in accordance with subclauses 15(1) and (2), to indemnify Complete Aluminium Services from any loss or damage of whatsoever nature arising out of or associated with the goods being so used.

In this clause the meaning of "use any goods supplied" shall include permit any goods supplied to be used, make any goods supplied available for use in any way whatsoever (including by way of sale) and use any goods supplied in any way whatsoever.
16. In order to better secure to you all monies payable or to become payable hereunder:-
 - (a) All my/our right title estate and interest which I/we (and if more than one jointly and severally) have or may hereafter acquire in any freehold or leasehold property shall by force of the execution of the attached Application stand charged and is hereby so charged by me/us as beneficial owner(s) in your favour with the payment of all such monies payable or to become payable by me/us hereunder, and
 - (b) I/We hereby irrevocably make, nominate, constitute and appoint all and any of your Company Secretary and Credit Manager as my/our attorney for the purposes of doing all such acts and things and executing all such documents necessary to enable you to register a non-lapsing Caveat over any such freehold or leasehold property as aforesaid and for such purposes unless I/we are in default hereunder and in respect of any such default a Declaration of Default duly executed for and on your behalf by any of the said Managers shall be deemed sufficient evidence of such default; and
 - (c) I/We further agree to be liable for and pay to you all legal costs on a Solicitor and Own Client basis to which you are put as a result of taking steps to protect, recover under and/or enforce in any way the charge(s) hereinbefore created consequent upon any such default.
17. These conditions may be altered only by Complete Aluminium Services. Such alterations must be in writing and be signed by the duly authorised management and no other employee.
18. Without these limiting Complete Aluminium Services' rights under this Agreement or otherwise any amount due from the Applicant to Complete Aluminium Services from time-to-time may be deducted by Complete Aluminium Services from any monies which may be or thereafter become payable to the Applicant by Complete Aluminium Services and, if such monies are insufficient for this purpose, the same shall be a debt due by the Application to Complete Aluminium Services.

Signature of Applicant:.....Witness:.....

Printed Name of Applicant:.....

GUARANTEE

IN CONSIDERATION of you having at my/our request to supply and or continue to supply to:

..... of

Full Company Name

Address

..... (hereinafter called "the debtor") With goods and/or services from time to time I/we **HEREBY JOINTLY AND SEVERALLY** agree with you as follows: -

1. To be answerable and responsible to you for the due payment by the said debtor for all such goods and services as you may heretofore have supplied or which you may hereafter from time to time at its request supply to it notwithstanding I/we shall not have notice of any neglect or omission on its part to pay for such goods and services according to the terms agreed on between you and it.
2. "To further secure all monies hereby guaranteed to be paid by me/us (as guarantor) to you, all the right, title, estate and interest which I/we now have or may hereafter during the currency of this guarantee acquire in any freehold or leasehold property shall by force of the execution of the guarantee stand charged by me/us (as beneficial owner of the said property) with payment of all monies hereby guaranteed".
3. That this agreement shall constitute a continuing guarantee to you for the whole debt which shall be contracted by the said debtor with you in respect of goods or services supplied or to be supplied to it as foresaid.
4. All dividends, compositions and payments received by you from the said debtor whether liquidation or otherwise shall be taken and applied to you as payments in gross and my/our right to be subrogated to you in respect thereof shall not arise until you shall have received full amount of all your claims against it and this guarantee shall be security to you for the payment of any ultimate balance which may remain due to you in respect to goods or services to be supplied to the said debtor as aforesaid.
5. You may at any time or times at your absolute discretion and without giving any notice whatsoever to me/us refuse further credit or supplies of goods or services to the said debtor and grant to it or to any drawers, acceptors or endorsers of bills of exchange promissory notes or other securities received by you from it or on which it may be liable to you any time or other indulgence and compound with it or them respectively without discharging or impairing my/our liabilities under this guarantee.
6. That no changes whatsoever in the constitution of the debtor or any of them or any company shall impair or discharge my/our liability under this guarantee.
7. This Guarantee shall be enforceable against me/us **JOINTLY AND EACH OF US SEPARATELY** notwithstanding that any negotiable or other securities referred to herein or to which it shall exceed or be applicable at the time of proceedings being taken against me/us or either of us on this guarantee be outstanding or in circulation. And it is expressly declared that notwithstanding the fact that this instrument of guarantee may be intended to be executed and given by more than one person the same shall in fact be a valid and effectual instrument of guarantee binding against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
8. In order to give effect to this guarantee I/we declare that you shall be at liberty to act as though I/we were the principal debtor and I/we and each of us hereby waive all and any of my/our right as surety which may at any time be inconsistent with any of the above provisions.
9. This guarantee shall be revocable at any time as to further transactions by one month's notice in writing given to you or your duly authorised agent by me/us in the case of death or my/our respective personal representatives. At the expiration of the said one month period my/our liability under this guarantee shall cease and determine so far as respects any liability which shall be incurred by the debtor after the expiration of such period except so far as any future liability shall arise out of some letter of credit draft cheque bill promissory note order authority contract or other engagement or transaction at the time current or outstanding.
10. That notwithstanding anything contained in this instrument and notwithstanding that the whole or any part of the monies due by the debtor to you are or may be irrecoverable from the debtor by you (whether by reason of any legal limitation disability or incapacity of or affecting the debtor or by reason of any other fact or circumstance whatsoever and whether the transactions or any of them relating to such monies have been void ab initio or have been subsequently avoided and whether not any of the matters or facts relating thereto have been or ought to have been within your knowledge) whereby such monies or any part thereof are not recoverable from me/us by you on the footing of a guarantee Then and in such case I/we hereby as a separate and additional liability under this instrument indemnify you in respect of such monies and as a principal debtor agree with you to pay you when demanded in writing a sum equal to the amount of such monies and the terms of this instrument shall mutatis mutandis apply as far as possible to this indemnity PROVIDED ALWAYS that the total amount payable by me/us shall not exceed the total amount to which I/we would otherwise have been liable under this instrument if the said monies were recoverable on the footing of the guarantee by you from the debtor.
11. That it is expressly declared that no sum of money which you may be obliged to pay or may in fact pay or which you may be obliged to allow in account or may in fact allow in account to an administrator of the affairs of the debtor by reason of any provisions of the Bankruptcy Act of the Corporations Law shall for the purpose of this guarantee be considered as discharging or diminishing my/our liability and this guarantee shall continue to apply as if the said sum had at all times remained owing by the debtor.
12. You shall be at liberty from time to time without further authority than these presents to debit and charge the account of the debtor with all costs charges and expenses legal or otherwise which you shall pay incur sustain or be put up in connection with the account of the debtor or this security or any other security in respect of the indebtedness of the debtor to you or the preparation completion and stamping hereof or the exercise or attempted exercise of any right power or remedy conferred on you under or by virtue hereof and the same shall be part of the monies hereby secured.
13. I/we agree and declare that this guarantee shall be construed according to the laws of the State of New South Wales and that any proceeding in respect of any cause or matter arising hereunder may be instituted heard and determined by a Court of competent jurisdiction at Sydney or at such other place as you in your discretion may appoint and that such Court shall possess territorial jurisdiction to hear and determine any such proceeding, and it is further agreed that any suit proceeding and any writ or other initiatory or other process in relation thereto may be served by posting in accordance with the next succeeding clause. Further this guarantee is deemed to be made at Sydney.
14. In order to better secure to you all monies payable or to become payable pursuant to this instrument: -
 - a) All my/our right title estate and interest which I/we (and if more than one jointly and severally) have or may hereafter acquire in any freehold or leasehold property shall by force of the execution of the attached Application stand charged and is hereby so charged by me/us as beneficial owner(s) in your favour with the payment of all such monies payable or to become payable by me /us hereunder and
 - b) I/we hereby irrevocably make, nominate, constitute and appoint all and any of your Company Secretary and Credit Manager as my/our attorney for the purposes of doing all such acts and things and executing all such documents necessary to enable you to register a non-lapsing Caveat over any such freehold or leasehold property as aforesaid and for such purposes unless I/we are in default hereunder and in respect of any such default a Declaration of Default duly executed for and on your behalf by any of the said Managers shall be deemed sufficient evidence of such default and
 - c) I/we further agree to be liable for and pay to you all legal costs on a Solicitor and Own Client basis to which you are put as a result of taking steps to protect, recover under and/or enforce in any way the charge(s) hereinbefore created consequent upon any such default.
15. This guarantee secures the repayment of all monies owed by the debtor whatsoever, and its terms are not to be read as confined or limited by reference to any other document or documents.

Dated this:..... **Day of** **20**

Signature:..... **Signature:**.....

Print Name:..... **Print Name:**.....

Signature:..... **Signature:**.....

Print Name:..... **Print Name:**.....

Witness (Signature and full name):.....