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TRADING TERMS APPLICATION & AGREEMENT – 30 DAY ACCOUNT

(Kindly print in block letters)

A) **APPLICANT NAME** _____
(The Applicant)
TRADING AS _____

PARENT COMPANY (if any)

ULTIMATE PARENT COMPANY (if any)

ENTITY TYPE (SOLETRADER PARTNERSHIP COMPANYPTY LTD
 COMPANY PUBLIC TRUST) **(Select Type)**

IF APPLYING AS A TRUST: NAME OF TRUSTEE

NAME OF TRUST _____

TYPE OF TRUST _____

APPLICANT A.B.N. _____

DATE BUSINESS COMMENCED _____ / _____ / _____

TYPE OF BUSINESS: _____

ADDRESS: _____

CITY _____ **STATE** _____ **POST CODE** _____

POSTAL ADDRESS

CITY _____ **STATE** _____ **POST CODE** _____

TELEPHONE No. (_____) _____ **FAX No.** (_____) _____

E-mail _____

PERSON/S (ACCOUNTS PAYABLE) TO CONTACT (NAME) _____

B) **DIRECTORS** **INDIVIDUALS** **PARTNERS** (Select Type)

FULL NAMES AND ADDRESSES:

IF MORE THAN 3 DIRECTORS/PARTNERS PLEASE ATTACH DETAILS ON A SEPARATE SHEET

SURNAME	GIVEN NAMES	RESIDENTIAL ADDRESS	DOB	TELEPHONE
_____	_____	_____	____/____/____	_____
_____	_____	_____	____/____/____	_____
_____	_____	_____	____/____/____	_____

Have any of the directors/partners/sole trader been bankrupt? YES/ NO

If YES please provide details

C) **ARE BUSINESS PREMISES LEASED** (yes/no) _____

Telephone No. (____) _____

(if yes, Landlord's name) _____

ARE BUSINESS PREMISES OWNED (yes/no) _____

D) **TRADE REFERENCES** (Companies with whom the applicant is currently trading. NO Banks or Finance Companies)

1 _____ Phone (____) _____

2 _____ Phone (____) _____

3 _____ Phone (____) _____

4 _____ Phone (____) _____

E) **STATEMENT OF FINANCIAL POSITION**- attach a copy of the latest Financial Statements or complete the following:

Information supplied is kept strictly confidential

Assets		Liabilities/Loans	
Current Assets	\$ _____	Current Liabilities	\$ _____
Non-Current		Non-Current	
Tangible Assets	\$ _____	Liabilities	\$ _____
Intangible Assets	\$ _____	Shareholders Equity	\$ _____
		Profit/Loss After Tax	\$ _____

Date of statements as at ____ / ____ / ____

F) **ESTIMATED MONTHLY EXPENDITURE WITH THE COMPANY**

\$ _____

IMPORTANT NOTE: Please be sure to read the Terms and Conditions on the all pages of this document as they form part of this agreement. The Applicant's signature is required on page 3 of this document.

**TRADING TERMS APPLICATION AGREEMENT
TERMS AND CONDITIONS – 30 DAY ACCOUNT**

1. In this application “the Company” means UNIQUE METAL WORKS PTY LTD and includes any subsidiary or related body corporate (as the expression is defined in the Corporations Act) of the Company, any business owned or operated by the company and the successors, transferees and assigns of any one or more of the companies or entities herein described.
2. All accounts are due and payable within thirty (30) days of the end of the month in which the invoice is dated or as arranged and confirmed in writing by the Company providing the labour services, material and/or equipment . If the Applicant fails to pay any monies payable to the Company by the due date then all monies owing by the Applicant to the Company shall immediately become due and payable. Disputes and/or claims do not constitute grounds for non-payment of amounts other than those in dispute.
3. The Applicant agrees that the Applicant is not entitled to use the facility until it receives notice in writing (“the notice”) from the Company stating that the facility has been granted. Until the Applicant receives such notice in writing from the Company any goods or services that are supplied by the Company to the Applicant shall be on a cash basis.
 - (a) If a goods and services tax is payable, or becomes payable, on any supply of goods or services the subject of an invoice issued by the Company, then the Company may recover from the Applicant the amount of such goods and services tax in addition to and at the same time and in the same manner as the Applicant is obliged to pay for the supply.
 - (b) The recovery of any amount in respect of goods and services tax by the Company from the Applicant is subject to the Company providing to the Applicant a tax invoice in the appropriate form or doing such other things as are necessary to enable the Applicant (if entitled) to claim input tax credits in respect of the supply.
4.
 - (a) Unless the Company agrees in writing to the postponement of payment of any monies owing to the Company by the Applicant interest shall be payable by the Applicant on the highest debit balance of each calendar month on monies owing by the Applicant to the Company calculated daily from the date the monies became due until the actual date of payment at a rate of 14% per annum provided that, notwithstanding anything hereinbefore contained, the Company may, at any time after the date hereof serve on the Applicant a notice varying as from the future date specified therein the interest rate, and the interest rate shall be varied as therein provided from the date therein specified, being a date not less than 7 days after the date of service of such notice.
 - (b) Payments received by the Company will be applied as follows: First in reduction of interest payable and accruing from month to month; and secondly in reduction of all other monies owing to the Company until such time as all monies owing to the Company have been paid in full.
5.
 - (a) The Company has a general lien over all and any goods or chattels of the Applicant which from time to time are in the possession of the Company, its servants or the Company from time to time, on any account whatsoever, regardless of whether such monies owed relate to services provided or materials expended by the Company in respect of such goods or chattels.

- (b) The Applicant warrants to the Company that:
- (1) It parts with possession of any goods or chattels to the Company in the ordinary course of its business; and
 - (2) There is no restriction on the Applicant's right to part with possession of the goods or chattels and/or to give the general lien referred to at 5(a) and in particular, without prejudice to the generality of the above, that there is no fixed charge or floating charge which has crystallised over any such goods or chattels preventing the Applicant parting with possession and that it will, in the event of such a restriction arising, immediately advise the Company of any such restriction.
- (c) If the Applicant does not settle its account in full within the terms specified in 1 above or, in the case of any other monies owed by the Applicant to the Company, immediately upon demand for payment by the Company, then the Company is entitled, without further notice to the Applicant, to sell all and any goods or chattels of the Applicant held pursuant to 5(a) above, satisfy its account and any other moneys owing to it from the proceeds thereof, and to account to the Applicant for the balance held.
- (d) The Company's lien and right to sell are in addition to, and do not prejudice affect or limit, any rights or remedies now or hereafter conferred by this application, by law or in equity upon the Company including, without limiting the generality of the foregoing, all rights of lien under the general law and all rights to trace, follow and levy execution and enforcement upon or against all or any of the assets of the Applicant.
6. The Company may at any time and from time to time;
- (a) Refuse to extend any further credit to the Applicant
 - (b) Withdraw the facility
 - (c) Increase or decrease the limit (if any) of the facility provided without notice to the Applicant or the Guarantor (if any).
7. All risks in any goods ordered by the Applicant shall be deemed to pass to the Applicant from the time the goods are loaded or delivered by the Company to a courier or carrier consigned to the Applicant.
8. Any legal costs, stamp duties or any other expenses whatsoever incurred by the Company in respect of the application, agreements, guarantees, securities or other documentation required by the Company or other costs reasonably incurred by the Company in consequence of this application and any other expenses incurred in respect of opening and maintaining any account in the name of the Applicant together with any collection costs, dishonoured cheques, fees, legal costs, whether charged on scale or on any other basis incurred, shall be paid by the Applicant on demand.
9. If the Applicant;
- (a) Defaults in the due and punctual observance of all or any of his obligations under any contract arising out of this application; or
 - (b) Being a person, dies, commits an act of bankruptcy; or

- (c) Being a company, takes or shall have taken against it any action for its winding up placement under Official Management or Receivership. Then the Company without prejudice to any rights or remedies open to it may;
 - (i) Treat as discharged all or any obligation arising from any agreement with the Applicant.
 - (ii) Retain any security given or monies paid by the Applicant or available through the enforcement of any guarantee, security or bond and apply this in reduction of any sum which may be lawfully recovered by the Applicant.
 - (iii) Reserve the right to enter upon the Applicant's premises or elsewhere to take possession of and remove any goods for which full payment has not been received. The legal and equitable interest and title in the said goods shall therefore not pass until full payment has been received by the Company.
 - (iv) Take such steps as it may deem necessary to mitigate the damages suffered including the putting to use, hiring out, sale or disposal of any goods supplied or to be supplied under the contract and in its possession.

- 10. Should there be any variation to any of the information supplied by the Applicant in this application or in the structure of the Applicant's business (such as a conversion to or from a company or trust) the Company shall forthwith be notified in writing by the Applicant at least 7 days prior to such changes. Unless notification of such variation or change is given and accepted in writing by the Company the original Applicant and those persons who signed as guarantors on this Application Form shall remain liable to the Company as though any goods or services supplied by the Company were supplied to the original Applicant.

If such changes occur the Company may require a new application to be completed and signed. The applicant agrees that it will cause to be signed all documents and do all acts and things appropriate to effect a new application.

- 11. The Company shall not be deemed to have waived any of the terms or conditions of this application or agreed to any variation thereof unless it has done so expressly in writing and signed by the Company. A waiver of any provision or right under this application shall not constitute a waiver of any other provision or right.
- 12. Where there is any inconsistency between the terms and conditions of this application and any subsequent agreement for the supply of goods, work or materials by the Company, any such subsequent agreement shall be read down to the extent necessary to give full force and effect to the terms and conditions of this application.
- 13. In this application words in the singular shall be construed so as to include the plural and words in the masculine gender shall be construed so as to include every other gender.
- 14. Where the Applicant is a trustee (whether disclosed or not);
 - (a) The Applicant agrees to produce a stamped copy of the trust deed (with all amendments) if and when requested by the Company; and
 - (b) The Applicant warrants that it has full power and authority for the benefit purposes and objects of the trust to make this application on behalf of the trust and that it shall be bound by the terms of this application both personally and as trustee;

- (c) The Applicant confirms that the trustees shall be liable for the account and that in addition the assets of the trust shall be available to meet payment of the account.
15. The Applicant agrees that the certificate of the Company or any person authorised by the Company to give the same shall be conclusive evidence as to the amount owing to the Company by the Applicant and Guarantor.
16. The Company reserves the right to use the services of a mercantile agency.
17. The Applicant agrees that the Law of Western Australia shall apply to this application and its/their dealings with the Company and the Applicant, Guarantor and the Company consent to the jurisdiction of the relevant court in the said state.
18. The Applicant hereby agrees to give the Company authority to seek and provide any information, to the extent allowed under “The Privacy Act”, as to the credit and financial responsibilities of the Applicant and/or the Directors/Partners as required by the company from time to time, including obtaining reports from credit reporting agencies and that the information may be used to assist in determining whether to approve this credit application and the Applicant’s credit worthiness.
19. If there is more than one Applicant to this credit application then each Applicant is jointly and severally liable
20. The Company shall not be liable for the non-supply of goods and/or services and under no circumstances shall the company be liable for any loss, damage or delay occasioned to the Applicant arising from non-supply of goods and/or services.
21. The Applicant warrants that the person signing this application is duly authorised by the Applicant to apply for credit and execute this application.
22. ACCOUNTS/PAYMENTS
- (a) The Company’s terms of trade are 30 days net from the date of statement.
- (b) Supply will be refused for accounts in excess of 30 days following statement until payment is received in full.
- (c) Account administration fees will apply for any accounts exceeding these terms at the prevailing rate on any overdue amount.
- (d) Payment to the Company can be made in the following manner:
- (i) Cash
 - (ii) Cheque
 - (iii) Bank transfer into our nominated account
 - (iv) EFTPOS

23. Before approving this application or at any time during the terms of the account the Company may require the Applicant/Directors or some other party to provide some satisfactory form of security for the payment of amounts which have been or in the opinion of the company are likely to be charged to the credit facility. The Company may withhold supply of any goods and/or services until the security or additional security is obtained.

APPLICANT'S SIGNATURE _____

DATE _____ / _____ / _____

The Applicant hereby applies to have an account opened in the Applicant's name with the Company on the terms and conditions contained on all pages of this application form, and has read and understood the same.

The signatory hereby warrants that the information contained in this application is true, accurate and correct and it is acknowledged by the signatory that the information is supplied for the purpose of obtaining credit, and the signatory shall indemnify the Company against any losses, costs, expenses of whatsoever nature including solicitors costs calculated on an indemnity basis that the company shall incur as a result of any information supplied by the signatory not being true, accurate or correct.

GUARANTEE

1. In consideration of the Company agreeing to grant this trading terms facility to the Applicant, if the Applicant is a company, or in the case of a Sole Trader, or partners in a Partnership, or the trustee in the case of a Trust, we the undersigned, being directors and/or shareholders of the Applicant, or the sole owner in the case of a Sole Trader, or all the partners in the case of a Partnership, or the trustee in the case of any Trust (herein called "the Guarantor"), do hereby jointly and severally guarantee payment of the Applicant's account and all monies now and hereafter owed by the Applicant to the Company and agree to be bound by the terms and conditions contained on this application form and that the Company may at all times act as if we were the principal debtors. This Guarantee is a continuing Guarantee and is irrevocable until the Company has been paid all monies owing to it by the Applicant. In the event of all directors of the Applicant, or sole owner in the case of a Sole Trader, or all of the partners in the case of a Partnership, or all of the trustees in the case of a Trust, not signing executing this guarantee, we the signatories to this guarantee of this form will accept full liability under this guarantee to the Company and agree if requested to execute the Company's standing form of guarantee are and remain jointly and severally liable. . This application is signed as a Deed.
2. The Company may at any time and from time to time;
 - (a) Refuse to extend any further credit to the applicant
 - (b) Withdraw the facility
 - (c) Increase or decrease the limit (if any) of the facility provided
 - (d) Without notice to the Applicant or the Guarantor
3. The Guarantor/s do hereby agree that for the purpose of securing the liability and obligations of the Guarantor/s hereunder, charge with the due and punctual payment and due and punctual and complete performance by the Guarantor/s of all their liabilities and obligations hereunder, all of their real property both present and future and the Guarantor/s do hereby consent to the Company lodging a caveat or caveats noting its interest hereunder. The continuing guarantee created herein shall remain in full force and effect and shall not be discharged until expiry of not less than 7 months from the date of receipt of the last payment by the Company from the Applicant in satisfaction of any moneys due by the Applicant made by or on behalf of the Applicant.
4. As a separate independent agreement each Guarantor shall hold the Company fully indemnified against all loss or damages suffered as a result of the whole or part of the principal sum not being recoverable from the Guarantor/s as Guarantor/s by reason of any legal limitation or any other fact or circumstances which are known to the Company or not.
5. The Applicant and the Guarantor (if any) agree that the certificate of the Company or any person authorised by the Company to give the same shall be conclusive evidence as to the amount owing to the Company by the Applicant and Guarantor.
6. The Company reserves the right to use the services of a mercantile agency.
7. The Guarantor agrees that the Law of Western Australia shall apply to this Guarantee and the Guarantor consents to the jurisdiction of the relevant court in the said state.

Executed as a deed

Warning:

Before executing this Guarantee you should obtain independent legal advice as this Guarantee makes you personally liable for the liability of the Applicant to the Company.

Please note:

THE GUARANTOR DIRECTORS/SOLE TRADER/PARTNERS/TRUSTEE:

NAME: _____ SIGNATURE: _____

Witness: _____

NAME: _____

DATE ____ / ____ / ____

NAME: _____ SIGNATURE: _____

Witness: _____

NAME: _____

DATE ____ / ____ / ____

NAME: _____ SIGNATURE: _____

Witness: _____

NAME: _____

DATE ____ / ____ / ____