



## CREDIT APPLICATION

This application for credit if approved is granted on the basis of and in reliance upon the following information and subject to the "Terms & Conditions of Sale" page 4. Please complete the following accurately & return it to your nearest branch see page 3.

FULL REGISTERED COMPANY NAME .....A.B.N. ....

TRADING NAME: .....

PREVIOUS NAME OF BUSINESS (if changed within the past 2 years).....

FULL BUSINESS ADDRESS (Not P O Box) .....

.....POST CODE.....

ADDRESS FOR ACCOUNTS.....

POST CODE ..... PHONE ..... FAX .....

EMAIL ..... EXPECTED AVERAGE MONTHLY VALUE OF ACCOUNT? \$ .....

TYPE OF BUSINESS.....HOW LONG ESTABLISHED?.....

BANKER: NAME OF BANK ..... BRANCH ..... PHONE No .....

**1** IF SOLE TRADER – FULL NAME..... HOME OWNED or RENTED (please circle)

ADDRESS..... POST CODE..... owned  
rented

PHONE No.....DRIVERS LICENCE No..... DATE OF BIRTH.....

**2** IF A PARTNERSHIP – NAME AND HOME ADDRESS OF EACH PARTNER HOME OWNED or RENTED (please circle)

NAME.....ADDRESS..... owned  
rented

PHONE No.....DRIVERS LICENCE No..... DATE OF BIRTH.....

NAME.....ADDRESS..... owned  
rented

PHONE No.....DRIVERS LICENCE No..... DATE OF BIRTH.....

NAME.....ADDRESS..... owned  
rented

PHONE No.....DRIVERS LICENCE No..... DATE OF BIRTH.....

**3** IF A COMPANY – REGISTERED OFFICE.....  
CAPITAL ISSUED: \$..... PAID UP CAPITAL: \$..... HOME OWNED or RENTED (please circle)

NAME & HOME ADDRESS OF EACH DIRECTOR (It is necessary to notify any change in Directors or Company details)

NAME.....ADDRESS..... owned  
rented

PHONE No.....DRIVERS LICENCE No..... DATE OF BIRTH.....

NAME.....ADDRESS..... owned  
rented

PHONE No.....DRIVERS LICENCE No..... DATE OF BIRTH.....

NAME.....ADDRESS..... owned  
rented

PHONE No.....DRIVERS LICENCE No..... DATE OF BIRTH.....

IF THE COMPANY IS A TRUSTEE OF A TRUST - NAME THE TRUST .....

NAME & ADDRESS OF ACCOUNTS / AUDITORS .....

BUSINESS PREMISES - ARE THEY OWNED BY YOU OR AN ASSOCIATED COMPANY? .....

IF SO, GIVE NAME OF OWNERS .....

IF THE BUSINESS IS LEASED BY YOU GIVE:

NAME & TELEPHONE NUMBER OF MANAGING AGENT .....

**GUARANTEE**

**IN CONSIDERATION**

of **Uniflex (Aust) Pty Ltd**  
agreeing to supply the following Company/Firm

("the Seller")

..... ("the Customer") with goods on credit

I/We .....  
(Print full name) (Print full name)

of .....  
.....

do hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in future be or become due and payable to the Company by the Customer on any account whatsoever AND I/WE DECLARE that this Guarantee shall be continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by the Company of time, credit or any other indulgence or concession to the Customer or the Guarantor or the waiver by the Company of any breach by the Customer of its obligations to the Company or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability or the Customer ceasing or becoming extinguished for any reason AND I/WE DECLARE that I/WE will make due and punctual payments to the Company upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above AND I/WE FURTHER DECLARE that the Guarantor shall pay all costs, fees, charges and expenses including legal costs on a Solicitor and own client basis incurred by the Company of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained AND I/WE FURTHER DECLARE that if any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primarily liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Company in the respect of any failure by the Customer to make payment or perform or observe any covenant, obligations term or condition of this Guarantee AND the Guarantors hereby charge in favour of the Company as security for he/she/their obligations to the Company all right title and interest in any land held now by the Guarantors alone or jointly with anyone or acquired by the Guarantors at any time hereafter. If the Guarantors default in payment of any amount owed to the Company the Guarantors specifically authorise the Company to lodge a Caveat against any dealings with any such property AND I/WE DECLARE that the proper law of this Guarantee shall be of State of Victoria and that any proceedings taken by the Company may be taken in the Courts of the State of Victoria AND THE GUARANTORS HEREBY DELCARES that I/WE understand the nature and effect of the within Guarantee and I/WE have had the opportunity of obtaining independent legal advice before signing this Guarantee.

DATED the .....day of ....., 20

SIGNED by the Guarantor ..... Guarantor

in the presence of ..... Witness

Witness' full name and address .....

SIGNED by the Guarantor ..... Guarantor

in the presence of ..... Witness

Witness' full name and address .....

**THIS SECTION TO BE COMPLETED BY ALL APPLICANTS**

- 1. I/We hereby apply for the opening of a credit ledger account and provide the above information in support thereof.
- 2. I/We understand the normal trading terms are strictly 30 days and payment is due by the end of the month following delivery.
- 3. I/We undertake to pay all accounts on the due date and acknowledge that if the account becomes overdue, it is automatically suspended until brought within the trading terms.
- 4. I/We understand that credit may be withdrawn should the authorised credit limit be exceeded.
- 5. I/We understand that interest may be charged on overdue balances.
- 6. I/We acknowledge receipt of and accept your General Terms and Conditions of Sales.

I certify that I am authorised to sign this Credit Application form on behalf of our business and that the information given is true and correct to the best of my knowledge.

Signature ..... Position .....

Print Your Name ..... Date .....

**ALL APPLICANTS MUST COMPLETE THIS SECTION**

**re: *Credit References***

This is to be completed in conjunction with The Credit Application to:

<u>Westaflex (Aust) Pty Ltd</u>		<u>Uniflex (Aust) Pty Ltd</u>	
acn 005 072 873	abn 21 005 072 873	acn 006 141 386	abn 52 006 141 386

I/We authorise Westaflex (Aust) Pty Ltd and Uniflex (Aust) Pty Ltd to carry out all necessary credit checks for both Commercial and Consumer credit with any credit reference bureau as well as referees stated on the Credit Application Form.

Name:	.....	(Please Print)
Signature:	.....	Dated: ...../...../.....
Name:	.....	(Please Print)
Signature::	.....	Dated: ...../...../.....
Name:	.....	(Please Print)
Signature:	.....	Dated: ...../...../.....
Name:	.....	(Please Print)
Signature:	.....	Dated: ...../...../.....

\* This written agreement authorises Westaflex (Aust) Pty Ltd and Uniflex (Aust) Pty Ltd to access our/my credit file with the Credit Reference Association of Australia.

\*\* Note: Must be signed by all persons whose names appear on the front page of the Credit Application.

**TRADE REFERENCES:** DOES ANYONE ELSE GIVE YOU CREDIT? (*Service Accounts Not Accepted eg. Petrol*)

**NOTE: Companies that do not supply trade references: Daikin – BOC – Heatcraft - Tradelink**

- |    |           |          |
|----|-----------|----------|
| 1. | NAME..... | FAX..... |
| 2. | NAME..... | FAX..... |
| 3. | NAME..... | FAX..... |
| 4. | NAME..... | FAX..... |

**PLEASE RETURN COMPLETED APPLICATION TO YOUR NEAREST BRANCH**

**Registered Head Office: 140 Bamfield Road West Heidelberg Vic 3081 Phone: (03) 9458 2122 Fax: (03) 9458 3120**

**Branches:**

	Phone	Fax		Phone	Fax
162 Bamfield Road WEST HEIDELBERG	03 9457 3377	03 9458 3820	265 Milperra Road REVESBY	02 9772 3533	02 9774 5879
11 Slater Parade KEILOR EAST	03 9336 2777	03 9336 2999	4-6 White Street DUBBO	02 6884 5611	02 68845 614
8 Lionel Road MT WAVERLEY	03 9544 8033	03 9544 9019	3/40 Munibung Road CARDIFF	02 4956 9700	02 4956 9800
78 Colebard Street West ACACIA RIDGE	07 3277 5477	07 3275 1162	12 Lyell Street FYSHWICK	02 6239 2932	02 6239 2940
13 Mc Donald Crescent BASSENDEAN	08 9377 1666	08 9377 3919	2 Pambula Street REGENCY PARK	08 8347 1977	08 8347 1971
			29 Peachtree Road PENRITH	02 4722 8686	02 4722 8683

# WESTAFLEX (AUST) PTY LTD & UNIFLEX (AUST) PTY LTD

## TERMS & CONDITIONS of SALE

All contracts entered into with the above mentioned companies are subject to the following terms and conditions:

1. The prices in this catalogue are suggested ex-factory prices and are subject to various trade discounts.
2. The prices on all quotations or orders are liable to be increased by the seller by such amount as is reasonable to reflect the increased costs incurred by the seller between the date of such quotation or order as the case may be and the date of delivery or deliveries.
3. The seller will not be responsible for any delay or failure to deliver by reason of lock-out, strikes, accidents, for any other cause whatsoever outside sellers control. However, if any such cause or causes delay delivery by a period of more than fourteen days from the usual delivery time the buyer may cancel the contract in respect only of deliveries which have not been made. Such cancellation shall be by notice in writing and to be valid, shall be given within seven days after the expiration of the said period of fourteen days.
4. The seller reserves the right to alter the specifications of goods in this catalogue without notice.
5. Unless otherwise agreed the seller will not be liable for any delay, damage or loss of whatsoever nature arising out of or in connection with the carriage of goods by road unless proven to have been caused by the seller's negligence or wilful default. In no case will any responsibility be accepted unless the claim has been notified to the seller within seven days from the date of delivery of goods. Where delivery is by rail no claim will be accepted in the case of any delay, loss or damage.
6. In the case of goods returned to and accepted by the seller as defective the seller's liability is limited to the replacement of the goods or the supply of equivalent goods or of acquiring equivalent goods. Without limiting the generality of the foregoing, defects in any delivery are not to be grounds for cancellation of a contract involving more than one delivery.
7. Non-standard goods or goods altered or produced to the buyer's specification are not returnable under any circumstance.
8. The buyer warrants to the seller that the buyer has all rights necessary to enable the seller to deliver the goods at the place and time in the manner requested by the buyer.
9. Payments: Whilst the seller at all times reserves the right to demand payment with order, the following are terms of payment in the event of sales on credit-invoices will be rendered promptly by the seller and payment must be made within thirty days from the last day of the month of delivery of the goods. Credit will only be extended to the buyer on the understanding that if a company, the directors will undertake to jointly and severally and continuously guarantee the Company Account.
10. Goods delivered to site shall be the responsibility of the customer and be at the risk of the customer whether or not the customer or his agent signs for the receipt of goods.
11. Failure of the buyer to pay according to the terms agreed will entitle the seller to cease delivery and the buyer shall be liable to compensate the seller for any loss or damage consequent upon such failure at 2% per month.
12. The Company reserves the right to charge interest at Bank Overdraft rates on any monies outstanding beyond acceptable terms.
13. Title or ownership at law or in equity to any goods acquired, sold, delivered or otherwise procured or conveyed by these Companies shall not pass or be deemed to pass to the purchaser until such time as payment in full has been made to these Companies therefore and in the event of default in the due and proper payment in respect of such goods or in the event of default being made by the purchaser in the performance or observance of any of these terms and conditions and without prejudice to any other rights it may have these Companies shall be entitled to take possession of the goods.
14. The seller is entitled to request from the Applicant security to secure any credit facilities provided to the Applicant. The Seller, for the purpose of securing any credit facilities provided to the Applicant, needs to take charge over all real and personal property owned by the Applicant for an amount equal to any amount that the Applicant owes the Seller from time to time under the credit facilities or otherwise, and the Applicant will execute any necessary documents for this purpose.
15. The seller will be responsible to the buyer for any fault in the goods delivered provided that within seven days of delivery the buyer has communicated the fact of such fault in writing to the seller and further the seller in such circumstances will only be responsible to the buyer in respect of those goods which are still in a packaged state as delivered.
16. The manufacturer reserves the right to alter prices and specifications without notice.
17. The parties agree that the law applicable to this contract and their other business relations shall be that of the State of Victoria and they do hereby submit to the jurisdiction of the law of that state.