

# RINDEAN QUARRIES Pty Ltd

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(creditor)watch<sup>®</sup>  
member

## COMMERCIAL CREDIT ACCOUNT APPLICATION

**REQUESTED ACCOUNT PAYMENT TERM (Please circle) SEVEN FOURTEEN THIRTY DAYS**

In support of this application, I/We ("The Applicant") .....  
Supply the following information which the Applicant warrants to be accurate and complete.

Company Name.....ACN.....

Business Name/Trading Name.....ABN.....

Business Commencement Date.....Type of Bus.....

Postal Address.....Office Telephone.....

Mobile.....Accounts Email.....

Bank.....Branch.....A/C No.....

### **TRADE REFERENCES (Please complete all three)**

1.....A/C No.....Phone.....

2.....A/C No.....Phone.....

3.....A/C No.....Phone.....

MONTHLY CREDIT REQUIRED \$.....Contract Person for account queries.....Phone.....

### **INDEMNITY – All Directors/Partners/Proprietors to sign**

In consideration of the Supplier agreeing to supply services on credit to the Applicant named above, the undersigned (the indemnifier) being a director/partner/proprietor of the Applicant, agrees:

1. To indemnify the Supplier and keep indemnified against any claim, action, damage, cost, charge, expense, outgoing or payment, ("Loss") the Supplier may suffer, incur or be held liable for, by reason, of the Applicant not paying, when due, any amounts owing by the Applicant to the Supplier whether for products supplied to the Applicant by the Supplier or any other account or any information given by the Applicant not being true and accurate or the Applicant or indemnifier breaching any of the terms and conditions of the agreement.
2. That any loss may suffer includes the amount owing by the Applicant to the Supplier together with any expenses incurred by the Supplier in seeking payment including costs, commissions, any interest charged and fees charged by the Supplier.
3. That a statement in writing given by the Supplier to the indemnifier that any amount owing by the Applicant to the Supplier will be accepted by the indemnifier a prima facie evidence of the amount owing.
4. That if this indemnity is signed by more than one person, each person is jointly and severally liable with each person for all amounts payable pursuant to this indemnity and the Supplier may seek payment pursuant to this indemnity from any or all such persons before seeking payment from the Applicant.
5. The Applicant consents to the Supplier making such enquires as it thinks fit from time to time as to the financial position of the Applicant including the obtaining of personal credit information from a credit reporting agency to assess such financial position of the Applicant and if the Applicant considers it relevant to collecting overdue payments in respect of credit provided to the Applicant, the indemnifier agrees to the Supplier receiving from a credit reporting agency a credit report containing personal information about the indemnifier in relation to collecting overdue amounts.
6. The supplier warrants that the indemnifier has read, understood and accepted the indemnity and agrees to be bound by the agreement in accordance with its terms.

1. Name: .....

Signature:.....

Address:.....

Date:.....

2. Name:.....

Signature:.....

Address:.....

Date:.....

3. Witness Name:.....

Signature:.....

## TERMS AND CONDITIONS

### PAYMENT

**A.** The Applicant agrees to pay for services provided to the Applicant or ordered by the Applicant within such period as specified in the current written terms of credit extended by the Supplier to the Applicant, or the Applicant, or if no such period is specified, by the 21st of the month immediately.

**B.** The Applicant agrees that if it does not pay any amount to the Supplier by or on the due date for payment in accordance with (A) then the Applicant may charge interest at its banker's current bank overdraft rate plus (2%) pa on all overdue monies calculated on a daily basis from the due date until payment in full.

**C.** The Supplier reserves the right to offset any amount due by the Applicant against any amount payable by the Supplier to the Applicant following the month of supply.

### OUTSTANDING DEBTS

**D.** The Applicant agrees that all expenses, cost and disbursements incurred in recovering any outstanding monies, including debt collection agency fees and solicitor's costs will be paid by the Applicant.

**E.** The Applicant agrees that the Supplier reserves the right to withhold the supply of products or reports, at any time while there are outstanding monies payable by the Applicant to the Supplier without notice to the Applicant.

**F.** In the event of an account application being successful, a fixed credit limit will be determined by the Supplier, should the account balance exceed the limit the Supplier reserves the right to withhold the supply of our services without notice.

**G.** To secure payment of all monies which may become payable by the Applicant to the Supplier the Applicant hereby charges with the due payment of those monies all of the interest in real property both present and future and the applicant consents to the Supplier lodging a credite default, caveat, caveats or writs noting interests hereunder.

### CREDIT AGENCIES

**H.** The Applicant agrees and consents to the privacy act 1988

(1) The Supplier making inquires as to credit and financial position of the Applicant and using such information, including exchanging information disclosed in the Application, as it sees fit from time to time including to assess this Application.

(2) The Supplier obtaining and/or giving commercial references from time to time including notification of a default by the Applicant.

(3) The Supplier receiving from a credit reporting agency a credit report containing personal information about the Applicant and its directors, principals in relation to collecting overdue amounts.

### RISK AND TITLE TO GOODS

**I.** The Applicant understands that all products & reports remain the property of the Supplier until paid for in full. The Supplier has the right to retain documentation & reports until payment is made in full.

### LIMITATION OF LIABILITY

**J.** Any claims by the Applicant against the Supplier arising from our services must be commenced within 7 days of supply or such longer period allowed by law that cannot lawfully excluded.

**K.** The liability of the Supplier arising from a breach of any condition in relation to our services provided to the Applicant is limited at the option of the supplier to rectify any issues that arise.

**L.** The Applicant agrees that apart from any rights and remedies implied by the Trade Practices Act 1974 and any other law that cannot be lawfully excluded, all conditions and warranties, provided by statute or otherwise are excluded concerning the products.

### GOODS & SERVICES TAX

**M.** The Applicant agrees to be bound by the Australian GST regulations and legislation.

### PURCHASE ORDERS

**N.** The Applicant agrees that any requests for testing from the Supplier, are required to be put in writing & in the form of either a purchase order or email request. If the Applicant does not have an account and are on COD, a signed cost agreement from the Supplier must be approved by the Applicant before any works commence & prior to any reports are released, payment in full is required.

Unless you notify us in writing of any changes to this application & we notify you in writing that we accept such changes, such changes are not agreed to us & do not form part of these terms & conditions. These terms & conditions shall govern any sale or service by the suppliers to the exclusion of any other terms & conditions made or purported to be made by the applicant on any purchase order or other document implied.

## CONFIRMATION

The Applicant confirms I/We have read, understand and accept the terms and conditions and agree to be bound by them and warrants that the Applicant has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms. A copy of these terms & conditions will always be made available.

COMPANY/BUSINESS ..... DATE.....

NAME .....POSITION .....SIGNATURE.....

NAME .....POSITION .....SIGNATURE.....

WITNESS NAME.....POSITION.....SIGNATURE.....