



# Commercial Credit Application

<b>Date:</b>		<b>Store:</b>	
<b>Credit Limit Required:</b>	\$	<b>Sales Consultant:</b>	
<b>Debtor Number: (Office Use)</b>		<b>Staff Number:</b>	

## COMPANY DETAILS

<b>Registered Company Name:</b>			
<b>Trading Name:</b>			
<b>Associated Business Names:</b>			
<b>ABN/ACN:</b>		<b>Years Established:</b>	<b>Yrs Mths</b>
<b>Nature Of Business:</b>			

## ADDRESS DETAILS

<b>Business Address:</b>			
<b>Postal Address:</b>			
<b>Trading Address:</b>			
<b>E-mail or Web Address:</b>			
<b>Phone Number:</b>		<b>Fax Number:</b>	

## PRINCIPALS DETAILS

<b>Name:</b>		<b>D.O.B.:</b>	
<b>Title/Position:</b>		<b>Licence No:</b>	
<b>Home Address:</b>			
<b>Name:</b>		<b>D.O.B.:</b>	
<b>Title/Position:</b>		<b>Licence No:</b>	
<b>Home Address:</b>			

## ACCOUNTANTS DETAILS

<b>Business Name:</b>	<b>Accountants Name:</b>
<b>Address :</b>	<b>Phone Number:</b>

## TRADE REFERENCES (3 must be provided)

<b>Company Name:</b>		<b>Business Ph:</b>	
<b>Address:</b>		<b>Fax:</b>	
<b>Company Name:</b>		<b>Business Ph:</b>	
<b>Address:</b>		<b>Fax:</b>	
<b>Company Name:</b>		<b>Business Ph:</b>	
<b>Address:</b>		<b>Fax:</b>	

- The applicant hereby applies to R TE Trading Pty Ltd as trustee for the RTE Unit Trust ABN 80 483 936 218 (referred to as "R T Edwards") for a credit account.
- Should this application be accepted by R T Edwards the applicant agrees that the credit amount shall be subject to the terms of this application and the usual terms and conditions of trade, a copy of which is contained herein and which the applicant has read and understands.
- R T Edwards hereby advises that, pursuant to s. 18 E (8) of the Privacy Act 1988, information disclosed in this credit application may be disclosed to a credit reporting agency. Under Section 18E (c) of the Privacy Act 1988 R T Edwards is allowed to give a credit reporting Agency personal information about your credit application, information which may be given to an agency is covered by Section 18E (1) of the Act and includes; identity particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E (3)); the fact that you have applied for credit and the amount, the fact that R T Edwards is a credit provider to you, payments that become overdue by more than sixty (60) days and for which collection action has commenced; advice that payments are no longer overdue; cheques drawn by you which have been dishonoured more than once; in specific circumstances, that in the opinion of R T Edwards, you have committed a serious credit infringement; that credit provided to you by R T Edwards has been paid or otherwise discharged. Pursuant to ss. 18K (1) and 18N (1) of the Privacy Act 1988 and paragraph 2.12 of the Credit Reporting Code of Conduct issued under s. 18A of that Act, you hereby agree to R t Edwards obtaining personal information from a Credit Reporting Agency or a Credit Provider for the purpose of assessing this application for commercial credit (including information as to credit worthiness); and agree to that agency or provider providing that information to R T Edwards for that purpose. You further agree to the obtaining from, and provision by, such agency or provider further credit reports which may assist R T Edwards in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead.

DATED this ..... day of ..... 20 .....

SIGNATURE OF AUTHORISED OFFICER OF APPLICANT .....

PRINT NAME OF AUTHORISED OFFICER .....

## TERMS AND CONDITIONS OF TRADE

### 1. Interpretation

- 1.1 Unless otherwise inconsistent with the context the word “person” shall include a corporation:
- 1.2 “Goods” shall include services.
- 1.3 Words importing the singular number shall be deemed to include the plural and vice versa. Words importing the male gender shall be deemed to include the female and neuter gender and vice versa.
- 1.4 “R T Edwards” shall mean RTE Trading Pty Ltd as Trustee for the RTE Unit Trust, its successors and assigns.
- 1.5 “Customer” shall mean the person named as “the Applicant” on the credit application annexed hereto.

### 2. Offer and Acceptance

Any quotation made by R T Edwards is not an offer to sell or to provide goods. R T Edwards shall not be bound by any order given in pursuance of any quotation until it is accepted in writing. All orders are subject to acceptance by R T Edwards within thirty (30) days of Receipt by R T Edwards of the order. These terms and conditions shall be deemed to be incorporated into any agreement between R T Edwards and the customer. Any terms and conditions contained in any order, offer, acceptance or other document of the customer and all representations, statements, terms and conditions and warranties (whether implied by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law.

### 3. Delivery

- 3.1 Any date for delivery (“the quoted date”) is an estimate only and unless a guarantee shall be given by R T Edwards in writing providing for liquidated damages for failure to deliver by the quoted date R T Edwards shall not be liable to the customer for any loss or damage howsoever arising even if arising out of negligence of R T Edwards for failure to deliver on or before the quoted date. The customer shall accept and pay for goods if and when tendered notwithstanding any failure by R T Edwards to deliver by the quoted date. Written advice to the customer that goods are ready for delivery whether in whole or in part shall constitute tendering and the terms of payment shall apply.
- 3.2 R T Edwards shall not be liable to any customer or any other party for direct or indirect or consequential injury, loss or damage whatsoever by reason or any delay in delivery whether the same is due to the negligence of R T Edwards or any other party, strike or any other industrial action be it  
R T Edwards or other party or any other cause whatsoever.
- 3.3 R T Edwards reserves the right to deliver by instalments. If delivery is made by instalments the customer shall not be entitled;  
(a) to terminate or cancel the contract; or  
(b) to any claim, loss or damage howsoever arising failure by R T Edwards to deliver any instalments on or before the quoted date.
- 3.4 It is agreed that R T Edwards shall not be responsible for the delay in delivery caused by, or in any way incidental to an act of God, war, fire, breakages of machinery, strikes or arising out of any other unexpected exceptional cause, or any cause beyond reasonable control of R T Edwards
- 3.5 Any quotation containing a provision to supply goods “ex stock” is subject to fulfilment of prior orders at the date of receipt of the customer’s order.
- 3.6 It is agreed that when a customer has given R T Edwards a site key to facilitate delivery of goods to unattended properties, the customer accepts responsibility for the security of the goods and subsequent payment without R T Edwards supplying a signature for receipt of the goods.

### 4. Payment

- 4.1 Unless otherwise agreed in writing, payment terms are net cash thirty (30) days from the end of the month in which the goods are invoiced to the customer.
- 4.2 This term as to the payment shall be the essence of the contract.

### 5. Title

- 5.1 Notwithstanding the delivery of the goods or part thereof, the goods remain the sole and absolute property of R T Edwards as full legal and equitable owner until such time as the customer shall have paid R T Edwards the full price together with the full price of any goods then the subject of any other contract with R T Edwards.
- 5.2 The customer acknowledges that he receives possession of and holds goods delivered by R T Edwards solely as bailee for R T Edwards until such time as the full price thereof is paid to R T Edwards together with full price of any goods then the subject of any other contract with R T Edwards.
- 5.3 Until such time as the customer becomes owner of the goods, he will;  
(a) ensure that the goods are kept in good and serviceable condition;  
(b) secure the goods from risk, damage and theft; and  
(c) keep the goods fully insured against such risks that are usual or common to insure against in a business of similar nature to that of the customer.
- 5.4 (a) Until the goods are paid for in full, R T Edwards authorises the customer to sell the goods as its agent. However, the customer shall not represent to any third parties that it is acting in any way for R T Edwards. R T Edwards will not be bound by any contracts with third parties to which the customer is a party.  
(b) The proceeds of any sale of the goods shall be held in trust for R T Edwards. The customer shall account to R T Edwards from this fund for the full price of the goods.  
(c) Should the customer die, stop payment or call a meeting of its creditors or become insolvent or subject to the bankruptcy laws, or being a company, appoints an administrator or calls a meeting for the purpose of or to go liquidation or has a winding-up application presented against it or has a receiver appointed, R T Edwards may at its option notwithstanding its waiver of such default or failure and without prejudice to its other rights under this contract, suspend or cancel this contract or require payment in cash before or on delivery or tender of goods notwithstanding the terms of payment previously specified, or may repossess and take over the goods and dispose of the same in its own interest without prejudice to any claim it may have for damages for any loss resulting from such resale.

## **Title**

- 5.5 If the customer does not pay for any goods on the due date then R T Edwards is hereby irrevocably authorised by the customer to enter the customer's premises (or any premises under the control or as agent of the customer in which the goods are stored) and use reasonable force to take possession of the goods without liability for the tort or trespass, negligence, assault and battery or payment of any compensation to the customer whatsoever.
- 5.6 On retaking possession of the goods R T Edwards may elect to refund to the customer any part payment that may have been made and to credit the customer's account with the value of the goods less any charge for recovery of the goods, or to resell the goods.

## **6. Risk**

Unless otherwise agreed in writing, risk in the goods shall pass to the customer at the time when the goods have been placed on the vehicle which is to take effect delivery from R T Edwards' store or warehouse. The goods shall remain at the customer's risk at all times unless and until R T Edwards retakes possession of the goods pursuant to these terms and conditions.

## **7. Claims and Returns**

- 7.1 R T Edwards shall not be liable for any loss or damage whatsoever and however arising whether direct or indirect or consequential or in respect of any claim whenever and however made for any loss or damage, deterioration, deficiency or other fault or harm in the goods provided by or on behalf of or in any arrangement with R T Edwards or occasioned to the customer or any third party or to his or their property or interest and whether or not due to the negligence of R T Edwards, its servants or agents.
- 7.2 Within fourteen (14) days from receipt of goods by the customer, the customer must notify R T Edwards in writing of any matters which form a part of any claim or complaint.
- 7.3 R T Edwards shall not be liable in any circumstances for any:
- (a) Defects or damages caused in whole or in part by misuse, abuse, neglect, improper application, repair or alteration (other than by R T Edwards) or accident;
  - (b) Any transport installation removal, labour or other costs;
  - (c) Details in goods not manufactured by it but R T Edwards will endeavour to pass on to the customer the benefit of any claim made by R T Edwards and accepted by the customer and the benefit of any claim made by R T Edwards and accepted by the manufacturer of such goods under a warranty given by the manufacturer of such goods provided that nothing contained in this subparagraph shall limit the rights of the customer to proceed against R T Edwards pursuant to the Trade Practices Act; and
  - (d) Technical advice or assistance given or rendered by it to the customer or not in connection with the manufacture construction or supply of goods for or to the customer.

## **8. Force Majeure**

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of R T Edwards, R T Edwards is unable to perform in whole or in part any obligation under this contract, R T Edwards shall be relieved of that obligation under this contract to the extent and for the period that it is so unable to perform and shall not be liable to the customer in respect of such inability.

## **9. Default**

Upon the occurrence of default by the customer in compliance with the terms herein:

- 9.1 R T Edwards may at its discretion withhold further supplies of goods or cancel the contract, or vary the terms of this contract without prejudice to its rights hereunder PROVIDED HOWEVER that R T Edwards may at any time and from time to time upon such terms as it may determine waive any of its rights under this clause but without prejudice to its rights thereafter of any of the events herein before referred to or upon the continuation after any such waiver of any state of affairs the subject of such waiver.
- 9.2 The customer shall pay to R T Edwards interest at the rate of 1.75% per month on daily balances in respect of any amounts as may from time to time be overdue until paid and such money together with all interest shall be recovered forthwith from the customer as a liquidated debt.
- 9.3 Without prejudice to any other right or remedy the customer shall indemnify R T Edwards against any costs, fees, charges and disbursements charged by any mercantile or collection agent or solicitor engaged for the purpose of collection or recovery of monies due and payable by the customer to R T Edwards on an indemnity basis and all such costs shall be recoverable as a liquidated debt and, at the option of R T Edwards may be recovered in the Small Debts Court.

## **10. Change of Ownership**

The customer agrees to notify R T Edwards in writing of any change of ownership of the customer or its business, or of directorships in the case of a corporate customer, or of any other change whatsoever affecting this agreement within seven (7) days from the date of such change and indemnifies R T Edwards against any loss or damage incurred by it as a result of the customer's failure to notify R T Edwards of any change.

## **11. Lien Charge**

- 11.1 The customer hereby acknowledges and agrees that R T Edwards has a lien over all goods in its possession belonging to the customer to secure payment of any or all amounts outstanding from time to time.
- 11.2 The customer hereby charges all property, both equitable and legal, of the customer in respect of any monies that may hereinafter be owing to R T Edwards under this contract by the customer or otherwise and hereby authorise R T Edwards or its solicitors to execute any consent form. Its attorney for the purpose of registering a caveat over any real property owned by the customer at any time, or to register this charge over assets of the customer with the Australian Securities Commission.

## **12. Jurisdiction**

This contract for the supply of the goods is deemed to have been entered into in the State of Queensland. Any legal action arising out of or in respect of the contract and/or the interpretation thereof shall be brought only in the Courts of Brisbane and Ipswich in the State of Queensland and the customer irrevocably submits itself to the jurisdiction of the Courts of Brisbane and Ipswich in the State of Queensland.

# PRIVACY STATEMENT CONSENT FORM

## TO THE DIRECTORS / PROPRIETORS OF BUSINESSES APPLYING FOR CREDIT

RTE Trading Pty Ltd requests that you provide your home address and other personal information which will be recorded and may be used, for the following purposes:

- |   | Please Tick              |
|---|--------------------------|
|   | <b>Yes</b>               |
| 1. To access your Commercial credit file and disclose credit information in accordance with the Privacy Act Provisions to assess your credit worthiness if required when opening an account with R.T.Edwards; and | <input type="checkbox"/> |
| 2. To access your Private credit files and disclose credit information in accordance with the Privacy Act Provisions to assess your credit worthiness if required when opening an account with R.T.Edwards; and   | <input type="checkbox"/> |
| 3. To disclose sufficient information to other parties to enable R.T.Edwards to operate its credit function properly and so supply the goods or services requested e.g. Credit Insurers and Sub Contractors; and  | <input type="checkbox"/> |

**PLEASE NOTE:**

IF 1, 2 OR 3 ABOVE ARE NOT TICKED THE LIKELIHOOD OF YOUR APPLICATION BEING APPROVED MAY BE REDUCED

- |   | Please Tick              |                          |
|---|--------------------------|--------------------------|
|   | <b>Yes</b>               | <b>No</b>                |
| 4. To forward you direct marketing information by R.T.Edwards; and  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. To send statements for payments of your account: and   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. To disclose to third parties who provide warranty services in relation to goods you have purchased from R.T.Edwards. | <input type="checkbox"/> | <input type="checkbox"/> |

By giving the information on this form, you consent to R.T.Edwards using the information for the purposes ticked above.

You will always have access to information which you have provided to R.T.Edwards and may at any time correct that information if it is not accurate, complete or up-to-date.

If you have any questions in relation to this Privacy Consent Form, please speak to one of our staff members.

Director / Proprietor - 1	Director / Proprietor - 2	Director / Proprietor - 3
<b>Name:</b>	<b>Name:</b>	<b>Name:</b>
<b>Address:</b>	<b>Address:</b>	<b>Address:</b>
<b>Phone No:</b>	<b>Phone No:</b>	<b>Phone No:</b>
<b>Signed:</b>	<b>Signed:</b>	<b>Signed:</b>
<b>Printed Name:</b>	<b>Printed Name:</b>	<b>Printed Name:</b>
<b>Date:</b>	<b>Date:</b>	<b>Date:</b>

**DEED OF GUARANTEE AND INDEMNITY**

TO: RTE Trading Pty Ltd as Trustee for the RTE Unit Trust (Referred to as "R T Edwards"). Whereas in consideration of R T Edwards agreeing to supply the person who is named as "the Applicant" on the credit application annexed hereto (hereinafter called "the Customer") with goods and/or services from time to time, I/we the undersigned ("referred to as the guarantor") HEREBY JOINTLY AND SEVERALLY agree with R T Edwards as follows:

1. To guarantee and to be answerable to R T Edwards for the due payment by the Customer of all monies now or from time to time hereafter owing to or unpaid to R T Edwards on any account or any matter whatsoever by the customer either directly or indirectly and either alone or jointly with any other person, firm and/or corporation, and including but without limiting the generality of the foregoing any interest accruing on any monies owing or unpaid and any legal costs and disbursements incurred by R T Edwards in enforcing payment by the customer of any such monies.
2. This Guarantee shall constitute a continuing guarantee to R T Edwards for all monies which are now or may from time to time be owing or remain unpaid and shall not be affected by:
  - 2.1 any variation or novation of the agreement between R T Edwards and the customer extending credit to the customer or any other changes to the terms of such agreement, including any extension to the credit limit applied for by the customer and approved by R T Edwards from time to time (and whether or not such agreed credit limit is exceeded at any time without approval by R T Edwards);
  - 2.2 the winding-up of the customer or the entry by the customer into a Deed or Company Arrangement whereby any debt due and owing by the customer to R T Edwards is extinguished or otherwise not recoverable;
  - 2.3 any time or other indulgence granted by R T Edwards to the customer or by any arrangement entered into whereby R T Edwards' rights are in any way modified or abrogated and no notice of the granting of any time or indulgence or of the entering into any arrangement need be given to the guarantor;
  - 2.4 termination of the agreement between R T Edwards and the customer for the provision of credit on account of the customer failing to inform R T Edwards of any change in ownership of the customer's business, share holding or control in which event the guarantor agrees to guarantee all monies due and owing by any third party to R T Edwards as a result of the continuance of supply of goods and services to the customer or the third party under the customer's account until notification of such change has been given to R T Edwards and a new written agreement for the provision of credit has been entered into with the third party (including a guarantee and indemnity in the same terms as set out herein);
  - 2.5 the payment by the customer of monies to R T Edwards which are rendered void pursuant to the laws relating to bankruptcy, liquidation or administration of companies and no release, settlement or discharge which may have been given or made on the faith of such payment shall affect R T Edwards' right to recover such monies from the guarantor;
  - 2.6 any legal limitation, disability or incapacity of the customer or any other circumstances whatsoever and any monies may be recoverable from the guarantor as principle debtor.
3. The guarantor hereby indemnifies R T Edwards in respect of all amounts payable by the customer to R T Edwards on account of goods and/or services supplied by R T Edwards to the customer, and all costs and interests which the customer may be required to pay R T Edwards and the indemnity hereby given is a separate covenant and shall not be affected by the appointment by the customer of an administrator under the provisions of the Corporations Law or any Deed of Company Arrangement entered into by the customer.
4. The guarantor shall be liable to R T Edwards for all legal costs (on a solicitor and own client basis) and the costs of any mercantile agents in respect of proceedings for recovery under this guarantee.
5. The guarantor hereby acknowledges and agrees that R T Edwards has a lien over all goods in its possession belonging to the customer to secure payment of any or all amounts outstanding from time to time.
6. The guarantor hereby charges all property, both equitable and legal, of the customer in respect of any monies owing to R T Edwards under this contract by the customer. The guarantor hereby authorises R T Edwards or its solicitors to execute any consent form to the customer's attorney for the purpose of registering a caveat over any real property owned by the customer at any time, or to register this charge over assets of the customer with the Australian Securities & Investments Commission.
7. This Deed of Guarantee & Indemnity binds its Signatories regardless of whether the Deed has been executed by a second guarantor.
8. This Guarantee and the construction and interpretation of it shall be governed by the laws of the State of Queensland in force for the time being and from time to time, and the parties to this Deed of Guarantee and Indemnity irrevocably submit unconditionally to the jurisdiction of the Courts of Brisbane and Ipswich in the State of Queensland in respect of all claims, proceedings and matters arising out of or in respect to this Deed of Guarantee and Indemnity.
9. In this guarantee, unless the context otherwise requires, the singular includes the plural and vice versa, any gender includes each of the genders and words importing persons include firms, unincorporated bodies and corporations.

SIGNED SEALED AND DELIVERED THIS	day of	201
Signature of Guarantor .....	Signature of Witness .....	
Print Full Name .....	Print Full Name .....	
Address .....	Address .....	
Signature of Guarantor.....	Signature of Witness .....	
Print Full Name .....	Print Full Name .....	
Address .....	Address .....	

**NOTE: THE COMPANY SEAL MUST NOT APPEAR ON THIS FORM**