

# Application For Commercial Credit

**TREADWELL™**

Please read this application carefully and ensure all questions are answered fully. Applications not completed in full, or with terms and conditions redacted will not necessarily be processed and in the event they are, processing time will be extended further than the typical processing time of 14 - 21 days.

Treadwell Group Pty Ltd  
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INFORMATION WILL BE TREATED AS STRICTLY CONFIDENTIAL



**WARNING:** If you do not understand this document, you should seek independent legal advice. Please do not use correction fluid or tape as this is a legal document. Any corrections should be crossed out and initialled.

## Section One

## PARTICULARS

Registered Entity Name:				
Entity Type:	<input type="radio"/> Public Company	<input type="radio"/> Pty Ltd Company	<input type="radio"/> Partnership	<input type="radio"/> Sole Trader
	<input type="radio"/> Trust	<input type="radio"/> Other	<input type="radio"/> Trustee	<input type="radio"/> Gov./Statutory Authority
Date Commenced:				
Australian Business Number:				
Australian Company Number:				
Trading Name:				
Trust Name:				
Business Office Address:		Post Code:		
		State:		
Postal Address:		Post Code:		
		State:		

This Credit Application is for 30 day terms, i.e. 30 days nett. If you require longer than 30 days, please notify us in writing, separately to this form. There may be additional charges or service fees. Please note our fees below.

Account Credit Limit	Account Setup Fee	Exceptions
Less than \$25,000 AUD	N/A	N/A
Greater than \$25,000 AUD Less than \$100,000 AUD	\$57.00 AUD ex GST	This fee is waived if the account is utilised for more than \$25,000 AUD in the following 30 days after approval.
Greater than \$100,000 AUD	\$92.00 AUD ex GST	This fee is waived if the account is utilised for more than \$100,000 AUD in the following 30 days after approval.

<b>OFFICE USE ONLY</b>	Account Name:			
	Assessed By:		Date:	
	Conditions:			
	Confirmed By: (phone, letter, e-mail, etc.)		Date:	

Section Two

ACCOUNTS DEPARTMENT DETAILS

Account Payable Contact Details	Name:		Telephone:	
	E-Mail:		Fax:	
Bank Details	Bank:		Branch:	
Credit Limit				

Section Three

CREDIT REFERENCES

CR1

Business Name:				
Registered Business Address:		Post Code:		
		State:		
Phone Number:		Acc. Establishment date:		
Fax Number:		Monthly Spend:		

CR2

Business Name:				
Registered Business Address:		Post Code:		
		State:		
Phone Number:		Acc. Establishment date:		
Fax Number:		Monthly Spend:		

CR3

Business Name:				
Registered Business Address:		Post Code:		
		State:		
Phone Number:		Acc. Establishment date:		
Fax Number:		Monthly Spend:		

<b>Partner/Director 1</b>					
Residential Address					
Phone:		D.O.B:		Drivers Lic. No.	

<b>Partner/Director 2</b>					
Residential Address					
Phone:		D.O.B:		Drivers Lic. No.	

<b>Partner/Director 3</b>					
Residential Address					
Phone:		D.O.B:		Drivers Lic. No.	

<b>Partner/Director 4</b>					
Residential Address					
Phone:		D.O.B:		Drivers Lic. No.	

1. SELLER means TREADWELL GROUP PTY LTD ACN 140 529 200 or a related body corporate (as defined by the Corporations Act 2001 (Cth)); BUYER means the Buyer whose order for the purchase of Goods is accepted by Seller; and GOODS means all items supplied by the Seller to the Buyer pursuant to these terms and conditions.
2. ENTIRE AGREEMENT These terms and conditions constitute the entire agreement between the Buyer and the Seller, and shall apply to every sales contract and sale of Goods between the Seller and the Buyer. Any terms and conditions of the Buyer's order or of any other document deviating from or inconsistent with these terms and conditions are expressly rejected by the Seller. This rejection also extends to any statement by the Buyer that the Buyer's terms and conditions or the terms and conditions of any other document shall prevail. A contract shall only be or be deemed to have been entered into between the Seller and the Buyer for the supply of goods when, upon an order having been placed upon the Seller for Goods, that order has been accepted by the Seller (such acceptance of order may be made and communicated by the Seller in writing or by overt act of acceptance.)The provisions of this Clause 2 shall apply to every quotation or offer by the Seller for the supply of Goods, unless otherwise expressly stated by the Seller and agreed by the Buyer.
3. PRICES Quotations are to be treated as estimates only and shall be subject to withdrawal, correction or alteration at any time before acceptance of the Buyer's order by the Seller. PRICES ARE EX SELLER'S WAREHOUSE UNLESS OTHERWISE AGREED IN WRITING. Quotation prices do not include GST, which will be charged in accordance with the NEW TAX SYSTEM (Goods and Services Tax) Act 1999. (Cth)
4. INSURANCE The Buyer must effect and maintain insurance with a recognised and reputable public insurance company for the Goods for their full insurable or replacement value (whichever is the higher) from the time they leave the Supplier's premises or other place of dispatch, until the time title in the Goods passes to the Buyer.
5. PAYMENT The Buyer must pay to the Seller One third (33 1/3%) of the total purchase price of Goods ordered at the time of placing an order for the purchase of Goods with the Seller. Unless otherwise agreed, the remaining purchase price of the Goods will be due and payable by the Buyer to the Seller prior to the release of Goods i.e. credit granted. If the Seller agrees to offer credit to the Buyer, payment for all Goods sold will be due and payable strictly within Thirty (30) days from the date of delivery of those Goods. Interest shall be payable by the Buyer on all amounts overdue to the Seller at the rate of 2% (2 per centum) per month, which interest will accrue and be recoverable each day or part thereof that the amount remains overdue. All costs and expenses incurred by the Seller in recovering any outstanding money (including, without limitation, debt collection agency fees and lawyer's fees on a solicitor-own client basis) shall be paid by the Buyer
6. CONFIRMATION ORDERS A notice confirming an order must be marked as such by the Buyer, or the seller will consider the notice to be a new order.
7. CANCELLATION An order for the purchase of Goods made by the Buyer and accepted by the Seller cannot be cancelled, delivery of the Goods ordered cannot be deferred and Goods ordered cannot be returned, except with the prior written consent of the Seller and then (subject to clause 8 of these terms and conditions) only upon terms that reimburse and indemnify the Seller against loss it has incurred or may incur as a result of the cancellation, deferral or return, including (without limitation) cartage, bank charges and other incidental expenses incurred on any part of the order that is cancelled. To the extent permitted by law the Seller agrees to accept Goods for return, a re-stocking charge of 20% of the price of the Goods returned will be incurred by the Buyer, which charge must be paid upon return unless otherwise agreed in writing by the Seller.
8. RETURN OF GOODS
  - (a) The Seller will only accept the return of Goods and bear the cost of return freight where the Seller is legally obliged to repair or replace those Goods, or where those Goods were delivered to the Buyer as a result of the Seller's error.
  - (b) If required by the Seller, the Buyer will return the Goods to the Seller's nominated representative. However the Buyer shall not return any Goods for repair or replacement until the Seller has received written notice that Goods require replacement or repair, and the Seller's agent has inspected the Goods and advised the Buyer of an authorization number which the Buyer must provide to the Seller in all subsequent dealings relating to the relevant Goods.
  - (c) Subject to the foregoing, receipt by the Seller or by any of its agents or representatives of goods returned will not constitute or be deemed to constitute the Seller's acceptance of the return of those Goods for any purpose, and those Goods will be returned to the Buyer at the Buyer's expense.
9. ACCEPTANCE AND CLAIMS Acceptance by the Buyer of the Goods delivered shall be deemed for all purposes to have taken place at the expiration of seven (7) days from the date of delivery of those Goods.
10. DELIVERY AND RISK
  - (a) Cost of delivery of Goods is an additional cost, and will be paid by the Buyer in addition to the purchase price of the Goods, unless otherwise agreed by the Seller. Delivery times quoted are estimates only and subject at all times to factors outside the Seller's control, including, but not limited to holidays, fire, strikes, lockouts, and other contingencies and in all cases time will not be or be deemed to be of the essence.
  - (b) The risk in respect of the Goods shall pass to the Buyer upon dispatch of the Goods from the Seller's premises for the purpose of delivery to the Buyer's premises or any other premises nominated by the Buyer. The Buyer shall provide or cause provided full and clear access for delivery and will at its own expense provide all necessary assistance in unloading the Goods at the nominated place of delivery.
  - (c) The Seller will not in any circumstances accept liability for damage, shortage or loss during delivery to the Buyer's premises or such other premises nominated by the Buyer.
  - (d) If delivery of the Goods by the Seller is delayed for a cause other than its own negligence, the Buyer shall be liable for extra charges, losses or expenses incurred by the Seller and the Buyer shall not be entitled to cancel any order of Goods by reason thereof.
11. SPECIAL ORDERS The Buyer may place an order in writing with the Seller for Goods not ordinarily stocked by the Seller. To the extent

permitted by law, where the Seller agrees to deliver such Goods to the Buyer, the Seller will not accept return of any such Goods unless the manufacturer of those Goods agrees to accept return from the Seller. The Seller may deduct transport handling and restocking charges of 20% of the price of the Goods returned from the credit due to the Buyer as a result of the return of Goods, and may also deduct there from reasonable labour costs associated with the restoration of the returned Goods to their condition as supplied by the manufacturer of those Goods.

12. RETENTION OF TITLE Property in the legal and beneficial ownership of the Goods shall remain with the Seller until the Buyer has made payment in full in cleared funds of all money due under the contract price of those Goods, and any other money owing by the Buyer to the Seller, and pending such payment the Buyer:

- (a) Shall hold the goods as fiduciary bailee and agent for the Seller;
- (b) Shall retain the Goods in a manner such that they are readily identifiable as the Sellers property;
- (c) Shall not in any way deal with, or part with possession of, the Goods or any part thereof or attempt to do so;
- (d) Shall not make any new object from the Goods, or mix or incorporate them into or with other Goods;
- (e) Shall handle and store the Goods with due care; and
- (f) Shall not use the Goods for any purpose whatsoever.

Notwithstanding the above, if the Buyer makes any new object from the Goods, or incorporates or mixes them into or with other goods, before all monies payable by the Buyer have been paid to the Seller, those new or other goods or objects and/or the proceeds of sale of those new or other goods or objects will be held on trust by the Buyer for the Seller.

13. PERSONAL PROPERTY SECURITY INTEREST

- (a) The Buyer acknowledges and agrees that by assenting to these terms and conditions, the Buyer grants a security interest to the Seller in all Goods now or in the future supplied by the Seller to the Buyer (or to its account) during the continuance of the relationship between the Supplier and the Buyer.
- (b) The Buyer will, whether before or after Goods are supplied under these terms and conditions, do such acts and provide such information (which information the Buyer warrants to be complete, accurate and up to date in all respects) as in the opinion of the Seller (acting in its absolute discretion) may be required or desirable to enable the Seller to perfect under the Personal Property Securities Act 2009 (Cth) (PPSA) the security interest created by these terms and conditions.
- (c) To the extent permitted by law, the Buyer waives any right to receive a verification statement under the PPSA and agrees as to any contract between the Buyer and the Seller for the supply of Goods governed by these terms and conditions, to the extent permitted by law, to contract out of section 115(1) of the PPSA, except section 115(1)(g), to the intent that the Seller will preserve its right to seize collateral, and the Seller agrees to waive its rights referred to in section 115(1). Position under the PPSA. The Buyer agrees to pay any costs incurred by the Seller, including, but not limited to, legal costs on a solicitor-own client basis, arising from any disputes or negotiations with third parties claiming an interest in any Goods supplied by the Seller.
- (d) The Buyer agrees to pay the costs, charges and expenses of and incidental to the need for, or desirability of registration of, a financing statement or financing change statement or any action taken by the Seller to comply with the PPSA or to protect its position under the PPSA. The Buyer agrees to pay any costs incurred by the Seller, including, but not limited to, legal costs on a solicitor-own client basis, arising from any disputes or negotiations with third parties claiming an interest in any Goods supplied by the Seller.

14. LIMITATION OF LIABILITY

- (a) Provisions of the Competition and Consumer Act 2010 (Cth) may imply warranties or conditions or impose obligations on the Seller. If any such provisions apply, or, if the Seller becomes liable to the Buyer in any other manner then, to the extent permitted by law, the Seller's liability shall be limited to the repair or replacement of the relevant Goods.
- (b) Subject to clause 14(a), the Seller offers no guarantee or warranty in respect of the Goods it supplies to the Buyer, and all representations, conditions and warranties of any nature made in relation to the Goods are expressly excluded from these terms and conditions.
- (c) Where any Goods supplied are subject to a warranty provided by the manufacturer of those Goods, the Seller will do all reasonable things to ensure the benefit of that warranty is assigned to the buyer.

15. TERMINATION OF SUPPLY The Seller may at any time by written notice to the Buyer, terminate its obligations to supply Goods to the Buyer upon the happening of any of the following:

- (a) Any action is taken for, or with a view to, the liquidation (including provisional liquidation), winding up, official management bankruptcy or insolvency of the Buyer and such action remains pending for a period of 21 days thereafter, unless the Buyer satisfies the Seller (in its absolute discretion) of the Buyer's solvency;
- (b) The Buyer becomes insolvent or is unable or is deemed to be unable to pay its debts or ceases or threatens to cease to carry on its business or a major part of its business or the Buyer enters into dealings with any of its creditors with a view of avoiding, or in expectation of, insolvency or stops or threatens to stop payments generally or a receiver or receiver and manager is appointed to, or an encumbrancee takes or proposes to take possession of, any material parts of the assets of the Buyer;
- (c) The Buyer enters into any arrangement, assignment or composition with or for the benefit of its creditors or any class of them;

- (d) Any distress, attachment or execution is issued, levied or enforced against the Buyer which is not satisfied or challenged in good faith by appropriate means within 14 days;
- (e) A person is appointed under any applicable law to investigate any part of the Buyer's business or affairs or an application is made for the appointment of such an inspector, or an administrator is appointed to the Buyer or any steps are taken for such an appointment; or
- (f) Any other event occurs or circumstances arise, financial or otherwise, which, in reasonable opinion of the Seller, is likely materially and adversely to affect the ability of the Buyer to observe any of its payment obligations to the Seller, and in such an event the Customer shall be deemed to be in breach of its obligation to purchase those goods.
16. **DELIVERY TIME** The Seller may deliver the Goods by installments or partial shipments and the Buyer will accept each delivery or part delivery. The Seller shall be under no liability for direct or consequential loss or damage to the Buyer arising from or incidental to delay or postponement in delivery.
17. **NO IMPLIED SERVICE** The Buyer acknowledges that excepting as provided by law this agreement does not entitle the buyer to demand to receive from Seller any site inspection or service of the goods supplied, delivered and installed if applicable. If the Buyer does require Seller's services in respect of site inspection and service of the goods, the subject of this agreement, then the Buyer should arrange with Seller to enter a separate agreement in respect of same, in the event that no separate agreement in relation to site inspection and service is required by the Buyer, then the Buyer acknowledges that in the event of the goods supplied requiring to be serviced or inspected due to breakdown or otherwise, then the Buyer shall rely solely on any respect of same provided by the Manufacturer.
18. **AGREED USE** The Buyer acknowledges that the matters set out in the schedule hereto are a true description of the purposes for which the goods purchased hereby are to be applied in respect of work required to be performed by such goods and that the Buyer may forfeit any rights he may have against Seller for the supply of the subject goods if they are applied to any other use. The Buyer forfeits any right or claim against the Seller if any alteration to the goods sold or quoted is carried out without the Seller's written consent.
19. **VARIATION BY BUYER** Should there be any variation in details, sizes and quantities, delivery instructions or any other item or matter on which the quotation or invoice is based (and which is accepted by the Seller), the Seller reserves the right to revise and amend the contract price accordingly.
20. **CONFIDENTIALITY** Neither the Seller nor the Buyer will disclose any information of the kind referred to in section 275(1) of the PPSA, and the Buyer will not authorise the disclosure of any information of the kind referred to in section 275(1) of the PPSA at any time.
21. **CLERICAL ERRORS** Clerical errors in computations, typing or otherwise of catalogue; quotation; acceptance; offer; invoice; delivery docket; credit note; or specification of the Seller shall be subject to correction.
22. **MODIFICATIONS** All modifications and amendments to these terms and conditions must be in writing and signed by both the Seller and the Buyer in order to be enforceable.
23. **WAIVER** If the Seller elects not to exercise any of its rights arising as a result of a breach of these terms and conditions that will not constitute a waiver of any rights of the Seller relating to any subsequent or other breach.
24. **GOVERNING LAW** These terms and conditions shall be governed by the laws of the State of South Australia and the Buyer submits to the non-exclusive jurisdiction of that State and the Buyer waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.
25. **SEVERABILITY** If any of the provisions of these terms and conditions are deemed to be unlawful or invalid by reason of any applicable statute or rule of law or equity, then such provision shall be severed from the rest of these terms and conditions and all other provisions of these terms and conditions will remain valid and binding on the Seller and the Buyer.

## Section Six

### ACKNOWLEDGEMENT:

The Customer acknowledges that the Goods it will acquire from Treadwell Group will be obtained for either the purpose of re-supply (whether or not in an altered form or as part of some other manufacture) or for the purpose of using them up or transforming them in trade or commerce in the course of a process of production or manufacture or in the course of repairing or treating other goods or fixtures on land.

#### **Who must sign this Agreement on behalf of the Customer:**

For Companies: Where there is only one director for the company then that person must sign; where there are two or more directors for the company the two Directors or a Director Company Secretary must sign. Signed under Section 126 of the Corporations Act 2001

Sole Traders operating under their own name or under a business name: The individual Partnership: Two partners of the Partnership.

Where this is not possible please contact the Treadwell Group Accounts Department on 1800 246 800 – details as per mailing instruction or Personal Guarantee and Indemnity Agreement – page 9.

**The Customer agrees to the bound by the Credit Account Terms and Conditions stated in Section Five of this Agreement.**

SIGNATORY 1	If submitted electronically, no signature is required, but this must be completed by the person whose name appears above.		
Signed/Electronically Executed By:		Date:	
Position:			
Signature:			

SIGNATORY 2	If submitted electronically, no signature is required, but this must be completed by the person whose name appears above.		
Signed/Electronically Executed By:		Date:	
Position:			
Signature:			