

## APPLICATION FOR ACCOUNT AND TERMS OF PAYMENT PROPOSAL

Please find attached an application form for the opening of credit facilities with Ultrafloor (aust) Pty Ltd.

For the opening of credit facilities, the original of this document (four pages) must be received in this office fourteen days prior to the required delivery date for Ultrafloor.

It may assist us in processing your application if you fax the information. However we reserve the right to hold delivery until fourteen days after receipt of the original.

Note, Company policy requires ALL sections to be completed, ALL directors names and addresses to be provided and ALL directors to sign ALL four pages, with appropriate witnesses.

Failure to complete any section or failure to return completed form within the specified period may result in the rejection of your application for credit facilities.

As detailed on our form, we confirm our "Terms of Trade" require settlement "Net" 30 days from the end of the month of purchase and any overdue balances are subject to an interest charge of 2% per month.

Any expenses, costs or disbursements incurred by the supplier in recovering any outstanding monies including debt collection agency fees and solicitors costs shall be paid by the Customer.

It is Company policy to immediately STOP CREDIT if payment is not made within our terms or if your credit limit is exceeded. If your credit is stopped we may withhold delivery of any current orders. You agree that we will not be held responsible for any loss you may incur if we withhold delivery.

SIGNED : ..... SIGNED : .....

DATED : ..... NAME : .....

For and on behalf of Ultrafloor (aust) Pty Ltd DATE : .....

For and on behalf of :  
NAME OF COMPANY/APPLICANT : .....

**APPLICATION FOR ACCOUNT & TERMS  
OF PAYMENT PROPOSAL**

Account Name: \_\_\_\_\_

Registered Business Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Phone: Business: \_\_\_\_\_ Fax: \_\_\_\_\_ Private: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Sole Trader  Partnership  Date of Incorporation or Registration: \_\_\_\_\_ ACN: \_\_\_\_\_Company  Trust Company  GST Registered YES  NO  ABN: \_\_\_\_\_

Company Authorised Capital: \_\_\_\_\_ Company Paid up Capital: \_\_\_\_\_

Property Owned by company and/or sole trader and/or partners and/or trust as follows : (Title reference and/or address insufficient.)

Address(es): \_\_\_\_\_ Lot # : \_\_\_\_\_ DP # : \_\_\_\_\_

Valuation: \_\_\_\_\_ Mortgage: YES/NO

If Mortgaged, to what extent: \_\_\_\_\_ Name of Mortgagee: \_\_\_\_\_

Are Order Numbers required on Invoices? YES/NO Estimated Monthly Purchases: \_\_\_\_\_ Contract Value : \_\_\_\_\_HAVE YOU EVER BEEN DECLARED BANKRUPT OR BEEN A DIRECTOR OF A COMPANY THAT HAS BEEN DECLARED BANKRUPT?: YES/NOTrade & Credit References: Name/Addresses & Account Numbers : **NOTE : FAX NUMBERS ESSENTIAL** . (Not sub contractors please.)

1. : \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

2. : \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

3. : \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

I/We authorise the above referees to provide trade references.

**TO THE BUYER**

The risk in the goods purchased will pass to the customer upon delivery. Title to the goods being purchased will not pass to you until payment has been cleared through the company's bank account and if payment has not been cleared within 45 days, then it is agreed that our representative is authorised to repossess the goods and it is further agreed that our representative is further authorised by you to go onto any property to effect such repossession. Finally it is agreed that Ultrafloor (aust) Pty Ltd will not be held liable for any loss whatsoever arising out of the repossession and that you will indemnify Ultrafloor (aust) Pty Ltd should any claim for loss be made. The above terms are acknowledged. The Directors personally Guarantee all debts incurred by the Company.

The buyer agrees that any contract for the supply of goods and services resulting from this application shall notwithstanding the same was made elsewhere in Australia, be deemed to have been made in the State of New South Wales and the courts of the New South Wales shall be deemed to have(not exclusive) jurisdiction in regard hereto and the law of the New South Wales shall be deemed to be the proper law of such contract and of all matters arising and relating to this credit application

I/We fully understand that your operating terms require payment of accounts on the last day of the month following the month of purchase and that interest at the rate of 2% per month is chargeable on overdue balances. Any expenses, costs or disbursements incurred by the supplier in recovering any outstanding monies including debt collection agency fees and solicitors costs shall be paid by the buyer.

I/We fully understand that all invoices/claims for payment will be under the Building and Construction Industry Security of Payment Act 1999.

**Full Name/s & Address/es & Signatures of Sole Trader/Partner or Names & Addresses of ALL Directors:**

1. :DIRECTOR'S/SOLE TRADER NAME : \_\_\_\_\_ SIGNATURE : \_\_\_\_\_

DATE : \_\_\_\_\_ ADDRESS : \_\_\_\_\_

2. :DIRECTOR'S NAME : \_\_\_\_\_ SIGNATURE : \_\_\_\_\_

DATE : \_\_\_\_\_ ADDRESS : \_\_\_\_\_

3. :DIRECTOR'S NAME : \_\_\_\_\_ SIGNATURE : \_\_\_\_\_

DATE : \_\_\_\_\_ ADDRESS : \_\_\_\_\_

4. :DIRECTOR'S NAME : \_\_\_\_\_ SIGNATURE : \_\_\_\_\_

DATE : \_\_\_\_\_ ADDRESS : \_\_\_\_\_

**WITNESS:** \_\_\_\_\_ DATE: \_\_\_\_\_ PHONE : \_\_\_\_\_

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

**PERSONAL GUARANTEE**

1. In consideration of ULTRAFLOOR (aust) PTY LTD (hereafter called "The Company") supplying or continuing to supply to:

State FULL Title or Company/Trust/Sole Trader Name: \_\_\_\_\_  
(hereinafter called "The Principal" at my/our request which is hereby made.

FULL Name/s: 1.: NAME : \_\_\_\_\_  
& Addresses LOT #: \_\_\_\_\_ DP# \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
of all  
Guarantors 2.: NAME : \_\_\_\_\_  
LOT #: \_\_\_\_\_ DP# \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
3.: NAME : \_\_\_\_\_  
LOT # \_\_\_\_\_ DP# \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
4.: NAME : \_\_\_\_\_  
LOT # \_\_\_\_\_ DP# \_\_\_\_\_ ADDRESS: \_\_\_\_\_

I/We, the above hereby jointly & severally guarantee the due payment by the Principal to the Company of the present and any future balance of debt payable by the Principal to the Company notwithstanding that I/We do not receive any notice of any failure by the Principal to pay such debt occurring to the terms agreed on between the Principal and the Company.

2. This guarantee shall be a continuing guarantee to the Company irrespective of any sum or sums which at any time may be paid to or received by the company for or on the account of the Principal and shall be subject to paragraph (3) hereof remain in force until determined by notice in writing signed by me/us (or in the case of my/our death by my/our personal representative/s) and delivered to the Company and such determination shall relate to future dealings only. I/We agree that my/our liability hereunder shall not be affected by any change in the constitution of the Company notwithstanding any enactment to the payment or compounding of the debt, and that in order to give effect to this guarantee the Company shall be entitled to act as though I/We hereby waive all and any of my/our rights as surety which may at any time be inconsistent with any provisions herein, and I/We further hereby agree that the company will be entitled to lodge a Caveat over any real estate that I/We should own, to secure any payment due by me/us arising from this guarantee.
3. If any payment of money, conveyance or transfer of property or charge thereon made or given by the principal or its agent to the Company in reduction of it's indebtedness to the Company be later declared to be void as against any liquidator of the Principal, then the amount of the debt of the Principal to the Company which is hereby guaranteed by the guarantor shall include the amount for which credit has previously been given for such payment of money, conveyance or transfer of property or charge thereon which was declared to be void as against the liquidator, and discharge of the obligations of the guarantor hereunder whether by payment or by notice duly given shall be conditional upon no such declaration a foresaid being made.
4. This guarantee shall notwithstanding the same was made elsewhere in Australia, be deemed to have been made in the State of New South Wales and the Courts in the State of New South Wales shall be deemed to have (not exclusive) jurisdiction in regard hereto and the Law of the State of New South Wales shall be deemed to be the proper law of such contract and all matter arising and relating to this guarantee.
5. For the purpose of service of any document or notice on the guarantor it will be deemed to have been affectively served two days after being posted by the Company to the address of the guarantor as shown on this agreement.
6. Words herein referring to the singular shall also import the plural and words importing masculine gender shall import the feminine and neuter gender.
7. The guarantor will make such payment to the Company within seven days of notification to the guarantor of any amount outstanding by the debtor to the company.
8. This guarantee and the agreements and obligations herein contained shall be binding upon me/us and my/our executors and administrators.
9. I/We are aware of the trading terms and conditions of the Principal and the Company.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

FULL names of 1. \_\_\_\_\_ Signature: \_\_\_\_\_  
Guarantors 2. \_\_\_\_\_ Signature: \_\_\_\_\_  
3. \_\_\_\_\_ Signature: \_\_\_\_\_  
4. \_\_\_\_\_ Signature: \_\_\_\_\_

**In Presence of**  
FULL Name & Address of Witness \_\_\_\_\_

Phone No of witness \_\_\_\_\_ Date \_\_\_\_\_ Signature of Witness \_\_\_\_\_

**NOTICE AND AGREEMENT REQUIREMENTS**

Under Section 18E (8) (c) of the Privacy Act, Ultrafloor (aust) Pty. Ltd. is allowed to give credit reporting agency personal information about my/our credit application. The information which may be given to an agency is covered by Section (18) (1) of the Act.

If Ultrafloor (aust) Pty. Ltd. considers it relevant to assess my/our application for personal credit, I/We agree to Ultrafloor (aust) Pty. Ltd. obtaining a report about my/our commercial credit worthiness of persons.

If Ultrafloor (aust) Pty. Ltd. considers it relevant to assessing my/our application for terms of payment proposal, I/We agree to Ultrafloor (aust) Pty. Ltd. obtaining a credit agency report containing personal and commercial information.

I/We agree that Ultrafloor (aust) Pty. Ltd. may give to and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/We understand that this information can include any information about my/our credit worthiness, credit history or credit capacity the credit providers are allowed to give or receive from each other under the Privacy Act.

Applicants Signature/s:

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_