



CALCO TIMBERS PTY LTD

A.B.N. 53 360 367 632

A.C.N. 114 450 841

- Suppliers of all Building Materials
 - Prefabrication of Roof Trusses & Wall Frames
- P.O. Box 190, Belmont, VIC. 3216

CREDIT APPLICATION & SUPPLY AGREEMENT

TO PREVENT ANY DELAY WITH THIS APPLICATION PLEASE ENSURE THAT ALL DETAILS ARE GIVEN WHERE APPLICABLE

CALCO TIMBERS PTY LTD

(Hereinafter called "the Supplier")

Ph. 5221 1655

Fax. 5221 5547

www.calco.com.au

Name of Company, Partners, Individual:

(Hereinafter called "the Customer")

Structure: Pty Ltd Partnership Sole Trader Trustee (name of trust)

Nature of Business:

Trading Name:

Business Address: **Postcode:**

Registered Address: **Postcode:**

Additional Sites:

Business Phone: (.....)..... **A.H.:(.....)**..... **Mobile:**

Fax: (.....)..... **Email:**

Web Address:

Date business commenced:/...../.....

Last change of ownership:/...../.....

Business Premises: Owned

Rented

Buying

ABN: **ACN:**

MBA / HIA Reg. No: **Builders Reg. No./Lic No:**

Purchase Order Form or Order Number Required? YES / NO

Name of Trading Bank: **Branch:**

List of Major Assets and Liabilities (Please indicate ownership - Business 'B' or Private 'P'):

This section must be completed. Describe real estate assets using addresses.

B / P	ASSETS	VALUE \$	OWING \$	B / P	LIABILITIES	VALUE \$

Nominal Capital \$ **Paid up Capital \$**

Total Exposure Anticipated (i.e. total credit in current and previous month {30 days}): \$

Your credit limit is determined from this amount. Credit limits must not be exceeded and payment terms are strictly 30 days.

These conditions can only be varied by agreement in writing notified by the Supplier.

TRADE REFERENCES (3 Major Suppliers are required, including your current provider of building supplies)

NAME	\$ MONTHLY PURCHASES	SUBURB	TELEPHONE / FAX

I / We acknowledge having read and agreed to the terms and conditions of sale of the Supplier included in this agreement and that such terms and conditions will extend to every contract entered into by me with the Supplier.

DATE:

SIGNED:

WITNESS

.....
(SIGNATURE of Principal / Director / Partner)

.....
(SIGNATURE of witness)

..... PH:
(PRINT name of Principal / Director / Partner)

.....
(PRINT name of witness)

.....
(Address of Principal / Director / Partner)

SIGNED:

WITNESS

.....
(SIGNATURE of Principal / Director / Partner)

.....
(SIGNATURE of witness)

..... PH:
(PRINT name of Principal / Director / Partner)

.....
(PRINT name of witness)

.....
(Address of Principal / Director / Partner)

SIGNED:

WITNESS

.....
(SIGNATURE of Principal / Director / Partner)

.....
(SIGNATURE of witness)

..... PH:
(PRINT name of Principal / Director / Partner)

.....
(PRINT name of witness)

.....
(Address of Principal / Director / Partner)

PLEASE PHOTOCOPY THIS PAGE SHOULD YOU REQUIRE ADDITIONAL SIGNATURES

TERMS AND CONDITIONS OF SALE

1. TRADING TERMS: STRICTLY NET 30 DAYS FOR APPROVED ACCOUNTS. PAYMENT TO BE MADE WITHIN THIRTY (30) DAYS OF STATEMENT DATE (THE DUE DATE). IF PAYMENT IS NOT RECEIVED WITHIN THIS PERIOD, **CALCO TIMBERS PTY LTD** ("THE SUPPLIER") RESERVES THE RIGHT TO COMMENCE COLLECTION PROCEDURES WITHOUT FURTHER NOTICE AND CEASE FURTHER DELIVERY OF GOODS.
2. THE CURRENT PRICE LIST CANCELS ALL PREVIOUS LISTS AND IS A GUIDE ONLY TO THE CURRENT PRICE. ALL GOODS WILL BE CHARGED AT THE PRICE RULING ON THE DATE OF DESPATCH OR DELIVERY, UNLESS OTHERWISE SPECIFIED IN WRITING. ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE ONUS IS ON THE CUSTOMER TO CHECK PRICING PRIOR TO PURCHASE.
3. OWNERSHIP IN ANY GOODS HEREBY SOLD SHALL NOT PASS TO THE CUSTOMER UNTIL PAYMENT IN FULL HAS BEEN RECEIVED BY THE SUPPLIER. UNTIL OWNERSHIP OF THE GOODS PASSES TO THE CUSTOMER, THE GOODS SHALL BE STORED SO THAT THEY ARE CLEARLY IDENTIFIED AS BEING THE PROPERTY OF THE SUPPLIER.
4. AN OFFSET OR CONTRA OF ANY MONIES OWED BY THE SUPPLIER OR RELATED COMPANIES MAY BE APPLIED AGAINST MONIES OWED TO THE SUPPLIER. SUCH OFFSET OR CONTRA WILL APPLY IF THE CUSTOMER FAILS TO COMPLY WITH THE SUPPLIER'S TERMS AND CONDITIONS OF SALE OR CREDIT OR SHOULD THE CUSTOMER BECOME BANKRUPT, BE INSOLVENT, HAVE AN ADMINISTRATOR, LIQUIDATOR OR RECEIVER APPOINTED OR CEASE TO TRADE IN THE SAME STRUCTURE OR MANNER FOR ANY REASON WHATSOEVER.
5. THE SUPPLIER RESERVES THE RIGHT TO CHARGE INTEREST PURSUANT TO THE PENALTY INTEREST RATES ACT 1983 ON ALL MONIES OUTSTANDING AFTER EXPIRATION OF THE DUE DATE.
6. ANY ADVISED DELIVERY DATES ARE ESTIMATES ONLY AND THE SUPPLIER SHALL NOT BE LIABLE FOR LATE DELIVERY OR NON-DELIVERY AND SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSS, DAMAGE OR DELAY ARISING FROM LATE OR NON-DELIVERY.
7. THE CUSTOMER AGREES THAT GOODS DELIVERED BY A CARRIER, OTHER THAN BY THE SUPPLIER'S CARRIER, ARE CARRIED AT THE RISK OF THE CUSTOMER AND ANY DAMAGE TO THE GOODS WHILE BEING CARRIED SHALL BE THE RESPONSIBILITY OF THE CUSTOMER WHO SHALL MAKE PAYMENT IN FULL FOR THOSE GOODS DAMAGED IN CARRIAGE.
8. ALL CLAIMS ARE TO BE MADE IN WRITING AND DELIVERED TO THE SUPPLIER WITHIN SEVEN (7) DAYS OF DELIVERY OF THE GOODS REFERRED TO ON THIS INVOICE. CLAIMS WILL ONLY BE CONSIDERED FOR GOODS RETURNED IN ORIGINAL CONDITION WITHIN THE SEVEN DAY PERIOD.
9. THE SUPPLIER'S TOTAL LIABILITY TO THE CUSTOMER IN THE CASE OF FAULTY GOODS SHALL NOT BE GREATER THEN THE PRICE OF THE PRODUCT SOLD AND SHALL NOT INCLUDE ANY CONSEQUENTIAL DAMAGES OF ANY KIND.
10. THE SUPPLIER MUST BE NOTIFIED IN WRITING OF ANY ORDER DISCREPANCIES BEFORE EXTRA WORK IS CARRIED OUT. WRITTEN CONSENT MUST BE OBTAINED FROM THE SUPPLIER IF A COST IS TO BE INCURRED AND THE SUPPLIER MUST BE GIVEN THE OPPORTUNITY OF RECTIFYING SUCH DISCREPANCIES.
11. A REQUEST FOR THE RETURN OF GOODS THAT HAVE BEEN INCORRECTLY ORDERED BY THE CUSTOMER MUST BE DIRECTED TO THE ATTENTION OF THE SUPPLIER'S MANAGER WITHIN SEVEN (7) DAYS OF RECEIPT OF GOODS. IF THE SUPPLIER AGREES TO THE RETURN OF ANY GOODS, FREIGHT MUST BE PREPAID BY THE CUSTOMER TO OUR WAREHOUSE AND A HANDLING CHARGE WILL BE DEDUCTED FROM THE CREDIT GIVEN FOR THE RETURN OF THE GOODS.
12. GOODS WHICH HAVE BEEN SPECIALLY MANUFACTURED TO THE CUSTOMER'S SPECIFICATIONS OR ARE NON-STANDARD ITEMS OR HAVE BEEN PURCHASED ON THE CUSTOMER'S BEHALF OR HAVE BEEN SOLD AT SPECIAL DISCOUNT PRICES ARE NON-RETURNABLE.
13. IT IS THE CUSTOMER'S RESPONSIBILITY TO MAKE THE SITE ACCESSIBLE AND TO PROVIDE FOOTPATH PROTECTION. DAMAGE TO UNPROTECTED FOOTPATH AREAS WILL NOT BE RECOGNISED.
14. THE DELIVERY POINT WILL BE AS CLOSE TO THE BUILDING SITE AS POSSIBLE AND IS AT THE DISCRETION OF THE SUPPLIER'S CARRIER. FURTHER MOVEMENT OF GOODS AFTER THAT WILL BE TO THE CUSTOMER'S ACCOUNT.
15. THESE TERMS AND CONDITIONS OF SALE MAY ONLY BE VARIED IN WRITING BY A DIRECTOR OF THE SUPPLIER OR HIS AUTHORISED NOMINEE. THE SUPPLIER HEREBY DENIES ANY REPRESENTATIONS, ORAL OR WRITTEN, BY OTHER REPRESENTATIVES OR OFFICERS OF THE SUPPLIER TO THE CONTRARY, AND THE CUSTOMER HEREBY INDEMNIFIES THE SUPPLIER IN RELATION TO ANY LOSS SUFFERED BY ANY PERSON AS A RESULT OF THAT PERSON RELYING ON SUCH REPRESENTATION.
16. ALL NON ACCOUNT CUSTOMERS MUST FULLY PAY FOR GOODS BEFORE THEY ARE DELIVERED. CHEQUES MUST BE CLEARED BY THE BANK BEFORE PAYMENT IS DEEMED TO HAVE BEEN MADE. THE SUPPLIER DOES NOT DO C.O.D.'S
17. TRADING WILL CEASE IF A DISPUTE OF ANY KIND EXISTS, UNTIL RESOLVED.
18. ANY RETURNS WHICH DO NOT HAVE SUPPLY RELATED PROBLEMS, WILL INCUR A 15% RESTOCKING AND HANDLING FEE.
19. MATERIALS WHICH ARE DELIVERED TO SITE IN GOOD CONDITION BUT DETERIORATE WHILST ON SITE, WILL NOT BE ACCEPTED FOR A CREDIT RETURN. SIMILARLY, IF ANY MATERIALS ARE USED, IE. PAINTED, SAWN, PLANED, ETC, THESE MATERIALS WILL NOT BE ACCEPTED AS A RETURN.

TERMS AND CONDITIONS OF CREDIT

These are terms and conditions upon which CALCO TIMBERS PTY LTD (the Supplier) may supply goods and services to an accepted credit account Customer.

1. The Customer will warrant that the information provided is true and correct.
2. All goods and services supplied by the Supplier to the Customer during any calendar month must be paid for in full by the Customer on or before the Supplier's last trading day in the following month (the due date).
3. A monthly billing cycle will apply. During each month the Supplier will render to the Customer a statement of account in respect of the preceding month.
4. If the amount shown to be payable on such statement of account is not paid by the Customer to the Supplier on or before the due date then a credit charge will immediately become payable. The credit charge will be at the current overdraft rate calculated on the amount remaining unpaid under the statement of account computed from the due date.
5. In the case of a monthly credit account opened in the names of two or more persons these persons are jointly and severally liable to pay that account.
6. The Customer agrees to advise the Supplier within seven days of any actual or proposed changes in:
 - a) The address of the business and the address at which the goods will be located.
 - b) The trading name of the business.
 - c) The person(s), the directors, the trustee or the partnership conducting the business.
 - d) The proprietorship of the business in that the business is converted into a trust or company or is sold to a trust or company.
 - e) The assets declared on the initial application. The Supplier must be advised of all changes. The Customer agrees that where such a change occurs the Supplier will require new application for credit facilities, including signing of all appropriate documents for consideration.
7. The Supplier reserves the right at all times to suspend or discontinue the supply of goods and services to the customer with out being obliged to give any reason for its action.
8. The Supplier reserves the following rights in relation to goods supplied to the Customer until such time as the customer has paid in full for those goods:
 - a) Legal and equitable ownership of all goods.
 - b) To hold goods as bailee for the Supplier until full payment has been made.
 - c) To enter the Customer's premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and repossess the goods supplied.
 - d) Keep or resell any goods repossessed.
9. Such goods shall nevertheless be at the risk of the Customer as soon as they are supplied (delivered to or picked up by the Customer).
10. The Supplier reserves the right in its complete discretion to refuse to accept any returns. Returns shall be at the Customer's expense.
11. The Customer shall indemnify and keep indemnified the Supplier from and against all losses, claims, proceedings, damages, costs and expenses in respect of or rising directly or indirectly from:
 - a) The goods and their use.
 - b) From any advice given to the Customer by the Supplier.
 - c) Any breach by the Customer of the terms of this agreement.
12. Except as required by statute (including the Trades Practices Act 1974) the Supplier does not accept liability for any direct, indirect or consequential loss or damage caused to the Customer or any other person which arises out of negligence or carelessness of the Supplier or any of its employees, servants or agents. For the purpose of the foregoing "consequential loss" shall include, but not be limited to, loss of profit or goodwill (or similar financial loss), any payment made or due to any third party and any loss or damage caused by delay in the supply of goods or services.
13. The customer acknowledges and agrees to pay all expenses (including commission charged by a collection agency and legal costs calculated on a solicitor/client basis) which the Supplier may incur in the process of recovering any amounts outstanding by the Customer to the Supplier.
14. The Customer acknowledges and charges in favour of the Supplier all estate and interest and any asset or trust asset including any land in which the Customer has an interest or in which might later acquire an interest during the term of this agreement. The Customer hereby agrees to indemnify the Supplier of all legal costs and fees in respect to such charge and caveat.

PRIVACY ACT 1988 / INFORMATION PRIVACY ACT 2000

1. The Customer is informed that personal information (including an opinion) relating to the Customer might be disclosed by the Supplier to a credit reporting agency.
2. The Customer agrees;
 - a) To the Supplier obtaining information from trade suppliers regarding commercial credit worthiness and commercial activities and using that information for the purposes of assessing this application.
 - b) To any credit reporting agency giving the Supplier credit report, record or information that has any bearing on the credit worthiness, credit standing, credit history or credit capacity of the Customer for any of the following purposes:
 - i) To assess an application by the Customer for credit.
 - ii) To notify other credit providers of a default by the Customer.
 - iii) To exchange information with other credit providers as to the status of the account where I am in default with another credit provider.
 - iv) To assess the credit worthiness of the Customer at any time.

SIGNED: **PRINT:**

TRADING NAME: **DATE:**

THIS IS A LEGAL DOCUMENT.

DO NOT SIGN THE APPLICATION UNLESS YOU HAVE READ AND UNDERSTOOD THIS DOCUMENT

COMPANY ACCOUNTS GUARANTEE AND INDEMNITY

Please ensure this section is completed with all appropriate names and signatures.

To: **CALCO TIMBERS PTY LTD A.C.N. 114 450 841**
(The "Supplier")

of: **62-70 BARWON TERRACE, SOUTH GEELONG, 3220**

Customer: Ph:

Should the Application for Credit be approved in favour of the Customer whose name appears hereon, then we, the signatories to this document ("the Guarantors") HEREBY GUARANTEE to you the Supplier the due and punctual payment and performance by the Customer of all its obligations and other liabilities in respect to all the contracts entered into with you and in addition, we agree, undertake and acknowledge to be bound by the terms and conditions of credit herein and further:

1. That we the Guarantors of the Customer hereby agree that this Guarantee shall be a continuing one in favour of the Supplier in respect to all debts, losses, payments, damages and other expenses to which the Supplier is entitled and that each signatory hereto shall be jointly and severally liable for such payments and other obligations.
2. In the event of any default by the Customer WE HEREBY CHARGE all estate and interest in any asset or trust account, including any land in which I now have an interest or in which I might later acquire an interest to secure any debt owed to the Supplier, including payment of all legal costs in respect to the charge(s).
3. I shall do all things necessary to authorise the Supplier to make enquiries at any time during the term of the guarantee with any credit reporting agency or my bank to obtain an opinion of credit worthiness and to disclose any personal information and any other information for the purpose of determining my ability to perform under the terms of this guarantee.
4. The obligations of the guarantor are of a continuing nature and can only be discharged by the payment in full to the company of all monies by the Customer or by the guarantor and will not be affected by any error, oversight or lenience by the company in enforcing payment or by any time, indulgence or concession given to the customer or by the liquidation, bankruptcy or insolvency of the customer and are enforceable by the company without first taking any steps or proceedings against the Customer.
5. I agree that this guarantee shall not be affected by any changes in the constitution of the Customer or the guarantor by way of reconstruction, consolidation, absorption, merger or amalgamation.

Dated: _____

SIGNED by the guarantor

In the presence of

.....
Guarantor's Signature
Print Name:
Address:

.....
Adult Witness Signature
Print Name:

.....
Guarantor's Signature
Print Name:
Address:

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Adult Witness Signature
Print Name:

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Guarantor's Signature
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Address:

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**THIS IS A LEGAL CONTRACT.
DO NOT SIGN IT UNLESS YOU HAVE READ AND UNDERSTOOD THE DOCUMENT.**