

## Application for credit

**Softwoods Timberyards Pty Ltd**

A.C.N. 076 530 848  
The Softwoods Unit Trust  
573 Port Road  
CROYDON SA 5008  
Phone: 8346 1499  
Fax: 8346 2667

APPLICANTS NAME: \_\_\_\_\_

ACN (if applicable): \_\_\_\_\_

TRADING NAME: \_\_\_\_\_

TRADING ADDRESS: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DATE OF REGISTRATION: \_\_\_\_\_

**FULL NAME & HOME ADDRESS OF EACH DIRECTOR/PARTNER**

1) NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

2) NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

3) NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

**TRADE REFERENCES:**

1) NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
PH/CONTACT \_\_\_\_\_

2) NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
PH/CONTACT \_\_\_\_\_

3) NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
PH/CONTACT \_\_\_\_\_

The applicant acknowledges as follows :

**Terms of Credit:** All amounts to be paid by the last working day of the month following the month of invoicing. Interest may be charged on overdue balances.

**Title of Goods:** All goods shall remain the property of Softwoods Timberyards Pty Ltd until the seller has received payment in full although risk in the goods passes on delivery.

**Privacy Act:** Softwoods Timberyards Pty Ltd are authorised to obtain, from a credit reporting agency, details of your personal and commercial credit information, if required by Softwoods Timberyards Pty Ltd for the purpose of assessing this application

**Duty of Disclosure:** The applicant is not aware of any information, notice or court procedures that may lead to bankruptcy, appointment of an administrator, controller or managing controller, receiver or receiver manager or liquidator. The applicant does not intend to enter into any scheme of arrangement with creditors, either formally through a court or otherwise. None of the directors, partners or proprietors has been a director of a company placed in liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1966 (as amended).

**Signatures:** I certify that I am authorised to sign this credit form on behalf of the company and that the information given is true and correct to the best of my knowledge.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

POSITION: \_\_\_\_\_

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

## Guarantee and Indemnity

I/WE, the undersigned being the Proprietor(s) or Directors of .....("the Customer"), jointly and severally hereby guarantee Softwoods Timberyards Pty Ltd due and punctual payment which is now payable or may in the future become payable by the Customer for goods and service supplied from time to time by Softwoods Timberyards Pty Ltd.

I/WE agree to indemnify Softwoods Timberyards Pty Ltd against all losses, damages, costs, legal, collection and repossession expenses which may be incurred to Softwoods Timberyards Pty Ltd by reason of default on the part of the Customer in performing and observing the agreements and the obligation of the Customer pursuant to the application for credit.

Both My/Our Indemnity and My/Our Guarantee are continuing security and will not be effected if the Supplier:-

- a) Grants any extension of time or other indulgence to the Customer:
- b) Refuses credit to the Customer
- c) Varies the terms of the customer's account or the arrangements between Softwoods Timberyards Pty Ltd and the Customer are changed in any other way (even if this increases my liability under this guarantee and indemnity)

This guarantee and indemnity remains in full force and effect so long as monies remain payable by the Customer to Softwoods Timberyards Pty Ltd.

This guarantee shall not be considered wholly or partially discharged by the payment at any time hereafter of any secured monies or by the settlement of account and shall apply to the present and any future balance of secured monies.

This guarantee shall be a continuing guarantee to Softwoods Timberyards Pty Ltd for all debts whatsoever and whenever contracted with the customer in respect of the goods or services supplied to the customer.

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

Signed by \_\_\_\_\_ Signed by \_\_\_\_\_  
Guarantor \_\_\_\_\_ Witness \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

Signed by \_\_\_\_\_ Signed by \_\_\_\_\_  
Guarantor \_\_\_\_\_ Witness \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

In the following, 'you' means the individual, partnership, or corporation to whom credit may be granted.

'We' and 'us' mean Softwoods Timberyards Pty Ltd, ACN 076 530 848

### Terms of Credit

By applying for credit with Softwoods Timberyards Pty Ltd you agree that –

You will settle your account at 30 days. We must receive your payment by the last working day of the month of invoice. Any variation must be agreed in writing.

**We own the goods until they are paid for.** Goods supplied to you remain our property until we receive payment for all amounts you owe to us. If your account is in default we have the right to enter your premises or the premises of any associated company or agent) to retake possession of the goods, without liability for trespass or damage. If you resell the goods, or if you sell products manufactured using the goods, then you must keep the proceeds of the sale in a separate, identifiable account until we have been paid in full.

**You are liable for debt collection and legal costs.** You must pay any dishonored cheque fees associated with cheques received by us in payment of your account. You must pay any collection, legal or other costs we incur if your account is in default.

**You will tell us if your details change.** You must tell us in writing if there is any change to the details given on your commercial credit application.

**We may withdraw credit at any time.** We may withdraw your credit, withhold supply, or put your account on hold, at any time and without prior notice.

**We may assign our rights.** We may assign our rights under this agreement.

**We may change these terms.** We may change these terms of credit if we give you written notice of the change.

**The account may be closed.** Your account may be closed by you or us on seven days written notice. Your account will be closed without notice if you do not use it for 12 months. You must settle any outstanding amounts at the time your account is closed.

### Terms of Sale

In the following, 'you' means the individual, partnership or corporation to whom goods or services may be supplied.

'We' and 'us' mean Softwoods Timberyards Pty Ltd, ACN 076 530 848.

By ordering goods or services from Softwoods Timberyards Pty Ltd, you agree that:

The price will be the price current at the time of delivery plus freight and handling unless otherwise agreed in writing. All prices quoted are strictly net of all discounts. Any sales tax, goods or services or similar government taxes, if applicable, are additional to the quoted price.

Goods are at your risk from the moment of delivery.

**Warranties and representations.** We make no warranties or representations about goods offered for sale other than warranties contained in these terms of sale. We warrant only that goods offered for sale will be generally similar to other goods of the same description. You accept that any particular delivery of goods may vary from goods of the same description displayed, advertised, or delivered on a different occasion.

To the fullest extent permitted by law, all terms, conditions, and warranties, statutory or otherwise, not expressly provided in these terms of sale, are excluded.

To the extent that:

- any term, condition, or warranty not expressly provided in these terms of sale cannot be excluded due to the provisions of section 68A of the Trade Practices Act 1974 or any other statute, and we breach such term, condition, or warranty, or
- you make a claim as provided below and we agree that the goods were damaged or defective at the time of delivery.

our liability is limited to (at our option) replacing the goods or crediting you with the purchase price of the goods.

**Delivery.** Any advice we give about the date of intended delivery is given subject to the goods ordered being available and our having the ability to effect delivery on that date.

You indemnify us and our carrier against any claim for damages resulting from the entry of the carrier's vehicle onto the delivery site.

**Claims.** We will consider a claim for credit if the claim relates to:

- an error on our part in delivery or invoicing, or
- significant defects or damage.

You must tell us about your claim by phone within 48 hours of delivery and in writing within seven days.

We are not liable for any loss or damage you suffer as a result of our failure or delay in performing the contract due to reasons beyond our control.

### **Important Information**

Preservative treated Pine is safe to use. However, handling timber products including treated timber may present certain hazards. Therefore the following precautions should be taken both when handling treated Pine and in determining where to use or dispose of the material.

- Only use treated wood that is visibly clean and free of surface residues.
- Avoid inhalation of sawdust. Use a dust mask or air extraction if airborne dust is being generated.
- Wear gloves when handling the timber. Brush sawdust off skin and clothes.
- When using power saws or machining, wear goggles to protect the eyes from flying particles.
- Wash hands after working with treated timber and before eating, drinking or smoking.
- Treated Pine may be used inside residences providing that all sawdust and debris is cleaned up and disposed of after construction.
- Do not use treated Pine where it will be in direct contact with human food stuffs or drinking water.
- Treated Pine is not a hazardous waste. Dispose of treated pine off cuts, waste pieces and shavings by ordinary waste collection.
- Softwoods Timberyards treated Pine should not be burnt as toxic fumes or residues may be produced. In general, the burning of any treated pine is not recommended.