

APPLICATION FOR CREDIT

Business Details

Registered Name _____ ABN _____

Trading Name _____

Monthly Credit Request \$ _____ **Credit Terms** 30 DAYS NETT from Invoice date

Registered Address _____

_____ Post Code _____

Postal Address _____

_____ Post Code _____

Business Address _____

_____ Post Code _____

Telephone _____ Facsimile _____ Mobile _____

Email _____

Contact _____ Position _____

Trade References

Company Name _____ Ph _____ Fax _____

Company Name _____ Ph _____ Fax _____

Company Name _____ Ph _____ Fax _____

Trading Bank

Name _____ Branch _____

Contact _____ Ph _____ Fax _____

Details Principals/Proprietors/Directors – to be completed in full

Name _____

Name _____

Address _____

Address _____

Phone _____

Phone _____

Name _____

Name _____

Address _____

Address _____

Phone _____

Phone _____

I / We hereby acknowledge receipt of and accept the terms and conditions of JFK Engineering Pty Ltd in full and certify that I am / we are authorised to sign this credit application on behalf of the applicant and all information given is correct.

Signature _____

Signature _____

Name _____

Name _____

Position _____

Position _____

Date _____

Date _____



TERMS AND CONDITIONS OF SALE

1. Definitions

'JFK' means JFK Engineering Pty Ltd trading as JFK ENGINEERING PTY LTD.
'CUSTOMER' means the 'CUSTOMER' identified in the Application for Credit.
'CONTRACT' means all contracts entered into between 'JFK' and the 'CUSTOMER'.
'GOODS' means the goods the subject of the 'CONTRACT'.

2. All Contracts

The Terms and Conditions of Sale shall apply to all Contracts for the supply of Goods by 'JFK' to the 'CUSTOMER' and shall prevail over any terms and conditions contained in the Purchase Order, Invoice/Cart note or other documents governed by the laws of Western Australia.

2.1. Variation of Trading Terms

JFK ENGINEERING PTY LTD may vary these terms and conditions at any time by notice in writing to the 'CUSTOMER'.

3. Terms

- 3.1. Terms of trading are net thirty days from invoice date.
- 3.2. 'JFK' reserves the right to suspend or discontinue the supply of goods to the 'CUSTOMER' should the 'CUSTOMER'S' credit remain outstanding after thirty days.
- 3.3. All prices for the goods are exclusive of GST, which will be charged at the applicable rate and shown separately on the invoice.
- 3.4. All goods will be invoiced at prices ruling at the date of dispatch to the 'CUSTOMER'. Prices and discounts to the 'CUSTOMER' are subject to change without notice. Prices do not include delivery fees or surcharges, which will be itemised separately on the invoice.
- 3.5. The Goods supplied by 'JFK' are on these terms and conditions unless otherwise agreed in writing. 'JFK' and the 'CUSTOMER' agree that no 'CONTRACT', term or condition in any purchase order, 'CONTRACT' or receipt of the 'CUSTOMER', is capable of replacing or varying these terms and conditions of sale and credit.
- 3.6. As goods have been specially procured for the 'CUSTOMER', 'JFK' will not accept cancellation of any order, for any reason.
- 3.7. Nothing in these terms and conditions of sale and credit, shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including *The Trade Practices Act 1974*) and which by law cannot be excluded restricted or modified.

4. Delivery and Risk

- 4.1. Any delivery times notified by 'JFK' to the 'CUSTOMER' are estimates only. The Company is not liable to the 'CUSTOMER' or its 'CUSTOMER'S' for late delivery or non delivery of the goods.
- 4.2. Risk shall pass to the 'CUSTOMER' on delivery of the Goods notwithstanding that property shall remain with 'JFK' until the goods are paid for.
- 4.3. Unless otherwise agreed in writing, 'JFK' may deliver the goods to the 'CUSTOMER' in any number of instalments.
- 4.4. Claims will only be considered if made within 14 days of delivery and the 'CUSTOMER' shall be responsible for checking the Goods on delivery.
- 4.5. Insurance against all risks whatsoever shall be maintained by the 'CUSTOMER' from delivery.
- 4.6. Any costs incurred for permits or escorts required for the supply of the goods, or taxes or duties imposed by Government authorities will be charged to the 'CUSTOMER'.
- 4.7. Additional costs incurred from excessive delays or extra labour to unload will be charged to the 'CUSTOMER'S' account. Lengths 12.0 metres and over may be subject to additional delivery charges. Maximum lengths for products vary and delivery of such will be determined by the Company.
- 4.8. **Time for Delivery:** Dates for delivery are estimates only and subject to the availability of the Goods and 'JFK' shall not be liable to the 'CUSTOMER' for any delays in delivery.
- 4.9. **Force Majeure:** 'JFK' accepts no responsibility for loss, damage or non-delivery arising by reason of riot, civil commotion, war whether declared or not, acts of terrorism, accident, shortened hours of labour, strikes, lock-outs, storm, flood, fire or any other circumstances beyond the direct control of 'JFK'.

5. Property in Goods

- 5.1. Property in Goods will not pass to the 'CUSTOMER' until payment in full has been made by the 'CUSTOMER' to 'JFK' for Goods delivered to the 'CUSTOMER' by 'JFK'.

Until payment has been made in full and property passes in accordance with 5.1:

- 5.2. Bailee and Storage: The 'CUSTOMER' shall hold all Goods as bailee and as a fiduciary of 'JFK' and shall securely store same separately from the 'CUSTOMER'S' other goods so as to clearly identify the Goods as 'JFK'S'.
- 5.3. Disposal of Goods: The 'CUSTOMER' is authorised to see the Goods but shall hold the book debt and the process of the sale on trust for 'JFK' and shall account to 'JFK' for any overdue amount from the proceeds thereof, and the 'CUSTOMER', acknowledges that 'JFK' may collect the book debt arising from such sale as 'JFK' remains the beneficial owner of the book debt at all times.
- 5.4. Repossession of Goods: The 'CUSTOMER'S' right to possession of the Goods shall cease if the 'CUSTOMER':
 - 5.4.1. fails to make payments of any outstanding amount due to 'JFK';
 - 5.4.2. commits an act of bankruptcy or is declared insolvent or, if a company, the 'CUSTOMER' does or omits to do anything which entitles the 'CUSTOMER' or any person to appoint an external administrator pursuant to any Part of Chapter 5 of the Corporation Law; or
 - 5.4.3. enters into some arrangement or assignment for the benefit of creditors; and 'JFK' shall be entitled to require the 'CUSTOMER' to return all unpaid Goods failing which 'JFK' is irrevocably authorised to enter the 'CUSTOMER'S' premises to repossess the Goods without notice.

6. Lien

'JFK' is entitled to claim a general Lien on all goods belonging to the 'CUSTOMER' for all amounts owing to 'JFK' by the 'CUSTOMER'.

7. Warranty and Damages

- 7.1. Standard Warranty imposed by statute law only applies with all other conditions, warranties and representation on the part of 'JFK' expressly excluded.
- 7.2. Damages for the breach of any warranty shall be limited to replacement on repair of the Goods of the cost of same only, at 'JFK' discretion, and shall not extend to any consequential damages whatsoever.
- 7.3. Defective Raw Materials
The 'COMPANY'S' products are manufactured from steel or other materials which have been purchased to appropriate specification and which are expected to display the mechanical and chemical properties embodied in the material specification. The 'COMPANY' accepts no liability for its products which are proven to be defective by virtue of the steel or other materials which have been purchased failing to contain the mechanical and chemical properties embodied in the material specification.

8. Appendix A – Guarantee

- 8.1. I / We guarantee the due payment by the 'CUSTOMER' to 'JFK ENGINEERING PTY LTD' A.B.N. 68 090 503 790 of the whole of the purchase price of any Goods now or in the future supplied to such 'CUSTOMER' by 'JFK'.
- 8.2. The guarantee shall be a continuing guarantee for all payments by the 'CUSTOMER' in respect of goods so supplied by 'JFK' and shall not be affected by any payment to 'JFK' by the 'CUSTOMER' or any payment being avoided in whole or part by operation of any law or any discharge or release granted by 'JFK'.
- 8.3. 'JFK' may at any time and from time without my / our consent or knowledge and without discharging or affecting my / our liability grant to the 'CUSTOMER' any time or other indulgence and may by agreement with the 'CUSTOMER' vary or add to the terms, covenants, obligations and conditions of or incidental to the purchase of those goods.
- 8.4. 'JFK' shall be at liberty to regard me / us as the principal debtor and shall not be obligated to take action first against the 'CUSTOMER' or make demand first against such 'CUSTOMER'.
- 8.5. I / We declare this guarantee irrevocable.
- 8.6. I / We declare this guarantee will not be affected by a change in constitution of the 'CUSTOMER' and shall bind my / our personal representatives, assigns and / or transferees.
- 8.7. I / We will not prove or claim in the assets of the 'CUSTOMER' in competition with or in priority to 'JFK' if the 'CUSTOMER' is made bankrupt, is wound up or liquidated or makes a deed of arrangement or composition in satisfaction of its debts.
- 8.8. I / We agree to pay all duties, fees and expenses associated with the grant of this guarantee, including the stamp duty.
- 8.9. I / We confirm to you that I / We have had full and ample opportunity prior to the execution hereof to obtain independent legal advice as to the extent and implications of the guarantee hereby given and I / We execute this security accordingly.

9. Acknowledgement of Terms and Conditions of Sale and Privacy Act Authorisation

Each of the persons whose signatures appear below (in whatever capacity)

AUTHORISE AND ACKNOWLEDGE:

- 9.1. the 'CUSTOMER' to make this Application and have each read, understood and agree to be bound by all the Terms and Conditions of Sale.
- 9.2. that items of personal information contained in this application and permitted to be kept on a credit information file be disclosed to a credit reporting agency.
- 9.3. in accordance with paragraphs (b), (e) and (h) of s.18K(1) and / or s.18L(4) of the Privacy Act 1988, that disclosure by a credit reporting agency and / or use by 'JFK' of the relevant information referred to in those sections may occur for the purposes of assessing this application.
- 9.4. 'JFK' may supply information about our credit worthiness to other credit providers and authorises the Trade References to provide 'JFK' with information about our credit worthiness.

DATED the _____ day of _____ 20 _____

Sole trader and all partners and directors to complete

- I. Signature _____
Print Name _____
Witness _____
Print Name _____
- II. Signature _____
Print Name _____
Witness _____
Print Name _____