

APPLICATION FOR CREDIT

Applicant's Name:			
A.B.N. No.	A.C.N No.		
Trading As:			
Address:			

INFORMATION PROVIDED BY THE APPLICANT

Postal Address:			
Email Address:			
Telephone number:	Business:	Facsimile:	
	Home:	Mobile:	
Contact names:	Accounts:		
	Purchasing:		
Type of Business:	Sole Trader: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Company: <input type="checkbox"/>
Nature of Business:			No. of Employees:

NAME, ADDRESS AND LICENCE DETAILS OF SOLE TRADER, PARTNER, DIRECTOR AND SPOUSE

Name:			
Address:			
Telephone Number:			
Licence Details:		D.O.B:	

Name:			
Address:			
Telephone Number:			
Licence Details:		D.O.B:	

Name:			
Address:			
Telephone Number:			
Licence Details:		D.O.B:	

TRADE AND CREDIT REFERENCES (AT LEAST THREE REFERENCES ARE REQUIRED)

Company:			
Contact Name:		Telephone Number:	

Company:			
Contact Name:		Telephone Number:	

Company:			
Contact Name:		Telephone Number:	

TERMS AND CONDITIONS

The Applicant acknowledges:

Having read and understood the Terms and Conditions attached to this Application that the Terms and Conditions, until varied by *Fastflex*, apply to all purchases by the Applicant, with the varied Terms and Conditions applying to all purchases made after the Applicant is sent a copy of the varied Terms and Conditions or the date notified to the Applicant by *Fastflex* from which they are to apply, whichever is the later.

The Applicant:

- Requests *Fastflex* at *Fastflex*'s discretion to supply goods or services to the Applicant on credit.
- Warrants that the information set out in this application is correct.
- Acknowledges that *Fastflex* may accept or reject this application at its discretion and if this application is accepted, withdraw the provision of credit at any time and without giving any reason.
- Acknowledges that the Applicant may request access to any personal information about the Applicant held by *Fastflex* unless such access may be refused under the Privacy Act 1988.

Most Important – Privacy Act 1988:

NOTICE OF DISCLOSURE AND COLLECTION OF THE APPLICANTS CREDIT INFORMATION

The Privacy Act 1988 allows *Fastflex* to seek from and give to credit reporting agencies and credit providers, personal information about the applicant in specified circumstances.

If *Fastflex* considers it relevant to assessing this credit application the Applicant agrees to *Fastflex*:

- Disclosing to any credit reporting agency or credit provider (including any credit provider named in this credit application or in any credit report obtained by *Fastflex*) any information held by *Fastflex* about the Applicant for the purpose of obtaining any information about the Applicant required by *Fastflex* to assess this credit application;

and

- Collecting from any credit reporting agency or credit provider (including any credit provider named on this credit application or in any credit report obtained by *Fastflex*) any information about the Applicant required by *Fastflex* to assess this credit application.

Signature _____

Name _____

Date / / _____

Title _____

TERMS AND CONDITIONS SALE

1. INTERPRETATION

In these conditions:

'Conditions' means these Terms and Conditions of Sale.

'Customers' means a person, firm or corporation acquiring goods or services from *Fastflex*;

'goods' means goods supplied by *Fastflex* to the Customer.

'Fastflex' means *Fastflex Heating and Cooling Supplies Pty Ltd*, 6 Bostock Court, Thomastown, Victoria 3074, Australia.

2. FORMATION AND SCOPE OF CONTRACT

- 2.1 These Conditions apply exclusively to every contract for the sale of goods by *Fastflex* to the Customer and cannot be varied or supplanted by any other condition without the prior written consent of *Fastflex*.
- 2.2 Any written quotation provided by *Fastflex* to the Customer concerning the supply of goods is valid for 30 days and is an invitation only to the Customer to place an order based upon that quotation.
- 2.3 A contract shall be formed upon *Fastflex* accepting an order for goods made by the Customer by dispatching acceptance to the Customer either by mail, facsimile, or electronically, or by commencing delivery or manufacture of the goods.

3. PAYMENT AND PRICING

- 3.1 The Customer must make payment of the goods to *Fastflex* in accordance with the particular method of payment negotiated with *Fastflex*, or by any other method agreed to in writing by *Fastflex*.
- 3.2 Prices for the supply of goods exclude:
 - (a) sales tax, consumption or goods and services tax, and any other taxes or duties imposed on or in relation to the goods; and
 - (b) unless otherwise agreed in writing by *Fastflex* the cost of freight and insurance arising from the point of dispatch to the point of delivery to the Customer.
- 3.3 At any time BEFORE DELIVERY *Fastflex* may amend the prices of goods.

4. CANCELLATION AND DELAY

- 4.1 The Customer acknowledges that a date for delivery of goods as stated by *Fastflex* is intended as an estimate only and is not a contractual commitment and accordingly *Fastflex* will use its best reasonable endeavours to meet any estimated dates and times for delivery.
- 4.2 If, through circumstances beyond the control of *Fastflex*, *Fastflex* is unable to effect delivery of goods, then *Fastflex* may cancel the Customer's order (even if it has already been accepted) by notice in writing to the Customer.
- 4.3 *Fastflex* will be in no way liable for costs or losses caused to the Customer including but not limited to any consequential loss or loss of profits arising from the failure to supply goods to the Customer.

5. DELIVERY AND SAFETY

- 5.1 *Fastflex* may, at its absolute discretion, refuse to complete delivery of the goods if *Fastflex* believes that it would be unsafe, unlawful or unreasonable to do so.
- 5.2 In the event that delivery does not take place due to any of the factors referred to in Clause 5.1 or for any other reason beyond *Fastflex*'s control *Fastflex* may store and insure the goods at the Customer's expense whilst arrangements are made for their delivery. *Fastflex* may offer the goods for re-sale to a third party if the goods have been stored for one month and not yet delivered.
- 5.3 All Melbourne Metro deliveries incur a \$40.00 delivery fee. All a.m. and urgent deliveries incur a \$80.00 delivery fee. Courier deliveries are POA.

6. PROPERTY AND RISK

- 6.1 The risk in the goods and all insurance responsibility for theft, damage or otherwise in respect of the goods will pass to the Customer immediately upon delivery.
- 6.2 Delivery takes place either:
 - (a) at *Fastflex*'s premises (if the Customer is collecting the goods and arranging carriage);
 - (b) at the Customer's premises (if *Fastflex* arranges carriage).
- 6.3 It is the obligation of the Customer to inspect the goods upon delivery and if any goods are damaged (or not delivered in accordance with the Customer's purchase order), the Customer must write to *Fastflex* within three (3) working days of delivery notifying *Fastflex* of such matter.
- 6.4 The Customer must allow a representative of *Fastflex* to inspect the damaged goods if requested.

7. PASSING OF PROPERTY

Until such time that the Customer makes full payment of any outstanding amounts to *Fastflex*:-

- (a) title and property in all goods remain vested in *Fastflex* and do not pass to the Customer
- (b) the Customer must keep the goods separate from its goods and maintain the labeling and packaging of *Fastflex*;
- (c) the Customer must hold the goods as fiduciary bailee and agent for *Fastflex*;
- (d) The Customer is required to hold the proceeds of any sale of the goods in trust for *Fastflex* as trustee;
- (e) *Fastflex* may, without notice, enter any premises where it suspects the goods may be and remove them, and for this purpose the Customer irrevocably licenses *Fastflex* to enter such premises and also indemnifies *Fastflex* from and against all costs, claims, demands or actions by any party arising from such action.

TERMS AND CONDITIONS SALE

8. PAYMENT DEFAULT

If the Customer defaults in payment by the due date of any amount payable to *Fastflex*, becomes bankrupt or enters into any scheme or arrangement or any assignment with or for the benefit of its creditors, or has a liquidator, administrator, or receiver appointed, *Fastflex* may, without prejudice to any other remedy available to it:-

- (a) charge the Customer for all out-of-pocket expenses and all other reasonable expenses including debt collection commission (as if the account had been collected) and any other contingent expenses and legal costs on a solicitor/own basis incurred by *Fastflex* for enforcement of obligations and recovery of moneys due from the customer to *Fastflex*.
- (b) charge the Customer interest on any sum due at the prevailing rate equivalent to that set for the purposes of the Penalty Interest Rates Act 1983 plus;
- (c) cease or suspend for such period as *Fastflex* thinks fit, supply of any further goods or services to the Customer.

9. PRINCIPAL LIABILITY

Any signatory for a proprietary company Customer will be and remain personally responsible for the due performance of the Customer's obligations as if the signatory was the Customer. If required by *Fastflex*, the signatory will procure the execution of a Guarantee to be prepared by or on behalf of *Fastflex* by all of the Customer's directors and/or spouses.

10. CAVEATABLE INTEREST

Any Customer or Signatory for a Proprietary Company and/or Family Trust agrees to confer onto *Fastflex* a caveatable interest and hereby charges all of its estate, right, title and real properties both present and future within, but not limited to the State of Victoria or elsewhere, for the better securement of its obligations under this guarantee.

11. QUANTITY AND WEIGHT

- 11.1 *Fastflex* will endeavour to supply to the Customer the correct quantity and weight of goods ordered.
- 11.2 If any variation exists between the quantity and weight of the goods delivered compared to the quantity and weight of the goods ordered, the price for the goods delivered will be adjusted so as to reflect the variation from the quantity and weight of the goods ordered.

12. RETURNS

- 12.1 *Fastflex* will not provide or accept for credit returned goods('Returns') from the Customer unless first specifically approved in writing by *Fastflex*.
- 12.2 Authorisation for Returns will not be provided until all goods are inspected by an authorized officer of *Fastflex* and deemed to be fit for resale.
- 12.3 The Customer acknowledges that *Fastflex*'s decision as to whether or not it will provide credit for goods shall be a matter in the sole discretion of *Fastflex*.
- 12.4 All claims are to be made within 5 business days of delivery date.
Such claims must refer to the original delivery docket/invoice number & date. Goods returned for credit will not be accepted unless these details accompany the goods & said goods are received in original condition. Freight must be pre-paid. A re-stocking fee of 10% will apply to all claims.
NO CREDITS ARE PERMITTED ON SPECIAL MANUFACTURED ITEMS OR UNITS OR SPARE PARTS.

13. SPECIFICATIONS AND LICENSES

- 13.1 If *Fastflex* prepares the goods in accordance with the Customer's specifications or instructions the Customer shall be responsible to ensure that the specifications or instructions are accurate and that they shall ensure that the goods are fit for the purpose for which the Customer intends to use them.
- 13.2 The Customer warrants that the specifications or designs pertaining to the goods will not infringe any third party rights and the Customer agrees to indemnify *Fastflex* in respect of any loss, damage, costs or expenses (including legal fees on a full indemnity basis) which it may incur in connection with the manufacture and supply of goods to the Customer's specifications or designs.

14. LIABILITY

- 14.1 Except as specifically set out in these terms and conditions, or contained in any written warranty issued by *Fastflex*, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded to the maximum extent permitted by law.
- 14.2 Replacement or repair of the goods is the absolute limit of *Fastflex*'s liability howsoever arising under or in conjunction with the description, quality, condition, performance, assembly, manufacture, design, merchantability or fitness for purpose of the goods or alternatively the sale, use of, storage or any other dealings with the goods or service by the Customer or any third party.
- 14.3 *Fastflex* is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other third party.

15. FORCE MAJEURE

- 15.1 *Fastflex* will not be deemed to be in breach of contract, or otherwise liable to the Customer, by reason of delay in performance due to any circumstance beyond the reasonable control of *Fastflex*, including, without prejudice to the generality of the foregoing, any international disturbances, war, strikes, lockouts, fire, riot, flood, and including inability to procure materials or articles except at increased prices due to any of the above.

16. GOVERNING LAW AND JURISDICTION

15.1 The laws of Victoria, Australia govern these terms and conditions and the Customer submits to the exclusive jurisdiction of the courts of the State of Victoria, Australia.

17. PPSA

(a) Upon executing this Agreement, the customer acknowledges and agrees that this Agreement

(i) constitutes a security agreement for the purposes of the PPSA; and

(ii) creates a Security Interest in:

(A) all Approved Products/Goods supplied by **Fastflex Heating and Cooling Supplies P/L** to the customer (if any); and

(B) all Approved Products/Goods that will be supplied in the future by Fastflex to the customer

(b) **Fastflex** may, at its discretion, do any of the following:

(i) register or give any notification in connection with any relevant Security Interest and exercise rights in connection with the Security Interest; and

(ii) give notice to the customer requiring it to do anything at its expense (including amending this Agreement, executing any new document or agreement, obtaining consents and supplying information) which **Fastflex** requires for its purposes of the relevant Security Interest including registering the Security Interest on the PPSA register.

(c) The customer must:

(i) comply with any notice received pursuant to clause 16(b) within the time stipulated in the notice; and

(ii) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Fastflex may reasonably require to:

(A) register a financing change statement in relation to the Security Interest;

(B) register any other document required to be registered by the PPSA; or

(C) correct a defect in a statement referred to in clause 17(c)(ii)(A) or 17(c)(ii)(B)



FASTFLEX HEATING & COOLING SUPPLIES PTY LTD

A.B.N. 76 108 072 779

All correspondence to: 6 Bostock Court, Thomastown 3074

Telephone: 03 9464 5400 **Fax:** 03 9464 6300 **Email:** accounts@fastflex.com.au

GUARANTEE AND INDEMNITY

- A. The Guarantor whose details appear below acknowledges that (insert Client Company name) _____ ACN _____ ("the Customer") has, at the request of the Guarantor, submitted an application to be supplied by Fastflex.
- B. The Guarantor acknowledges and agrees that the benefit of this Guarantee and Indemnity will be accepted by Fastflex by the supply of Goods on credit to the Customer by Fastflex, and the date of any invoice in respect of the supply of Goods will be deemed to be the date of acceptance.

OPERATIVE PART

1. The Guarantor:
 - (a) guarantees punctual payment to Fastflex of all amounts which the Customer owes or may owe at any time in the future to Fastflex;
 - (b) guarantees punctual and correct compliance with all obligations (including without limitation the obligations as to payment under the Terms and Conditions to which this Guarantee is annexed) which the Customer owes now or may in the future owe to Fastflex;
 - (c) indemnifies Fastflex against any loss it may suffer if the Customer does not meet any of its obligations.
2. This Guarantee and Indemnity creates a principal obligation by the Guarantor to Fastflex and is in addition to and not in substitution for any security which Fastflex holds from the Customer. This Guarantee and Indemnity may be enforced without Fastflex having to take any steps against the Customer or its security or against all of the Guarantors (if more than one).
3. This Guarantee and Indemnity is not affected by and is still enforceable:
 - (a) if any amount owing to Fastflex by the Customer is not recoverable from the Customer for any reason at all;
 - (b) if Fastflex does not comply with any law or agreement with the Customer whether or not such non-compliance gives rise to any action by the Customer against Fastflex;
 - (c) if Fastflex grants any time, release or other concession to the Customer, the Guarantor or any one or more of the Guarantors;
 - (d) in the event of death, incapacity, administration, bankruptcy or insolvency of the Customer or of the Guarantor;
 - (e) if payment by the Customer or by any Guarantor to Fastflex is set aside in bankruptcy, liquidation or official management or administration of the Customer or of any Guarantor;
 - (f) if a Guarantor ceases to be a director of or be involved with the Customer or the status, structure or effective control of the Customer changes at all;
 - (g) if any other thing occurs which could otherwise limit the effect of the Guarantee and Indemnity.
4. This Guarantee and Indemnity is a continuing guarantee and indemnity and will not be discharged either wholly or partially until the date which is six (6) months after all account/credit arrangements between Fastflex and the Customer are ended, all amounts owing to Fastflex by the Customer are paid, and all obligations of the Customer to Fastflex are complied with in full.
5. Where there are two or more Guarantors their obligations are joint and several.
6. The Guarantor agrees to waive all rights inconsistent with the terms of this Guarantee and Indemnity.
7. The Guarantor agrees to confer onto Fastflex a caveatable interest and hereby charges all of its estate, right, title and real properties both present and future within, but not limited to the State of Victoria or elsewhere, for the better securement of its obligations under this guarantee.

7. Each Guarantor charges with payment of any and all moneys and the compliance with any and all obligations under the Terms and Conditions secured by the Guarantee and Indemnity all beneficial interests (freehold and leasehold) in land and personal property held now or in the future by such Guarantor. Each Guarantor agrees that if required by Fastflex, that Guarantor will immediately execute a mortgage or other instrument of security over such property as required by Fastflex. In the event that such Guarantor fails to do so within a reasonable time of being so required, the Guarantor does hereby irrevocably and by way of security appoint any credit manager or solicitor engaged by Fastflex to be his true and lawfully appointed attorney to execute and register such instrument. The Guarantor acknowledges that such charge will constitute a caveatable interest on the part of Fastflex over any interest of the Guarantor in any land.
8. If the Customer is a trustee of a trust, the Guarantor warrants and represents that the Customer has full authority as trustee to enter into agreements for the supply to it of Goods on credit.
9. If any notice or demand is given to the Guarantor it may be given by post to the Guarantor at the address set out below, at the last address notified to Fastflex, or as set out in any ASIC search of the Customer.
10. (a) "Customer" includes the Customer, its successors, spouses and assignees.
 (b) "Guarantor" means the persons signing below and includes their heirs, executors, administrators and assignees.
 (c) "Fastflex" includes Fastflex and its successors and assignees.
 (d) A reference to a person includes a reference to a corporation and vice versa if appropriate, and use of a gender or the plural includes all other genders and the singular and vice versa as appropriate.
 (e) "Terms and Conditions" means the Terms and Conditions of Sale and Terms and Conditions of Credit to which this Guarantee and Indemnity is annexed and any change to those Terms and Conditions as may from time to time be notified by Fastflex to the Customer.

IN WITNESS the Guarantor has signed this Deed on the date set out below.

DATED this _____ day of _____ 20____

1. _____ Guarantor (Signature)	2. _____ Guarantor (Signature)	3. _____ Guarantor (Signature)	4. _____ Guarantor (Signature)
_____ Print Name	_____ Print Name	_____ Print Name	_____ Print Name
_____ Witness (Signature)	_____ Witness (Signature)	_____ Witness (Signature)	_____ Witness (Signature)
_____ Print Name	_____ Print Name	_____ Print Name	_____ Print Name

PLEASE SEEK INDEPENDENT LEGAL ADVICE IF YOU DO NOT UNDERSTAND THIS GUARANTEE AND INDEMNITY.