

CREDIT APPLICATION

(Please print clearly)

Date: _____ Drivers Licence No: _____

Trade Name: _____

Postal Address: _____

Delivery Address: _____

Proprietor/Co-Director(s) Full Name, Address, and Date of Birth:

Telephone: _____ Mobile No: _____

Fax Number: _____ Email: _____

Type of Business: _____ Operating Since: _____

Bank: _____ Branch: _____

Paid-Up Capital: _____ Accountant: _____

BUSINESS REFERENCES

1) _____ Phone: _____

2) _____ Phone: _____

3) _____ Phone: _____

I/we warrant the truth and accuracy of the above information
I/we agree to pay the account by the 20th of the month following purchase or as agreed
I/we will notify immediately of any change of address
I/we accept the conditions of Sale as set by SILBERY ROOFING LTD
I/we give our personal guarantee to all debts incurred by the applicant

Director/Signature: _____ Date: _____

Name: _____

PERSONAL GUARANTEE

I _____

Of _____(Full address)

Guarantee to SILBERY ROOFING LTD the due and punctual payment of all moneys due at any time by

_____ (Full name of company)

For good supplied or to be supplied or any other services rendered by SILBERY ROOFING LTD and there shall be no limit on my total liability to you hereunder.

I acknowledge that no granting of credit extension, no waiver, indulgence or neglect on your part to sue shall impair or otherwise effect my liability under this guarantee as between myself and SILBERY ROOFING LTD I shall be deemed to be a principal debtor and liable accordingly.

Signature: _____

Date: _____

Name: _____

PRIVACY ACT – Disclosure and Consent

I/we

- Authorise SILBERY ROOFING LTD, to collect any information it regards as necessary and reasonable for its credit inquiry and control purposes, from any reputable credit agency(s) for debt collection agency(s) and / or from any other person(s) as it considers appropriate, and
- Authorise any reputable credit agency(s) and or debt collection agency(s) or other person(s) to provide SILBERY ROOFING LTD with information which may be regarded as necessary for SILBERY ROOFING LTD
- Credit inquiry and or credit control purposes and
- Authorise SILBERY ROOFING LTD to provide, to any reputable credit agency(s) and or debt collection agency(s) or other person(s) in response to any credit inquiries by them, details of this credit application and of any dealings following on from it
- I/We also acknowledge that I/We do not have to provide SILBERY ROOFING LTD with any information, but that if we do not, it may affect their decision to give or decline to supply on credit terms. I/We understand that I/We have certain rights under the Privacy Act 1993, to access and correct any information SILBERY ROOFING LTD holds about me/us.

Signature: _____

Date: _____

Name: _____

Conditions of a Sale of SILBERY ROOFING LTD (referred to below as SILBERYS)

1) APPLICABILITY

- (a) These conditions shall apply to all contract involving the supply of goods by SILBERYS
- (b) No person acting or purporting to act on behalf of SILBERYS has authority to waive or change these conditions orally and any changes have effect only if in writing and signed by (1) of the directors of SILBERYS and the Accountant.

2) PRICES

- (a) The stated prices (whether listed, quoted or tendered) does not include GST or freight unless otherwise stated
- (b) The prices listed are upon rates and conditions ruling at the date of supply unless otherwise specified in writing and orders are accepted on the understanding that they are charged at the prices ruling at the time of delivery.

3) PAYMENT

- (a) Payment is due in full by the 20th of the month following the month of invoice
- (b) If default is made in payment by the due date SILBERYS may (without prejudice to any other rights it has pursuant to these conditions or by law) withdraw any previously agreed discounts or special terms, and also may charge simple interest of 2% per month (plus GST) from 30 days after the date payment became due until the date SILBERYS receives payment in full. Payments received after due date will be applied firstly to the portion representing interest and secondly to the portion representing purchases.
- (c) "Payment" means the receipt by SILBERYS of cleared funds.

4) OWNERSHIP

- (a) Notwithstanding any period or credit, ownership of all goods supplied by SILBERYS shall remain with SILBERYS until all goods supplied (whether under a particular contract or invoice or under any other contracts or invoices) have been paid for in full and all other monies payable to SILBERYS have been paid in full and until that time the buyer agrees that:-
 - i. The buyer shall hold the goods as bailee for SILBERYS and shall be in fiduciary relationship with SILBERYS
 - ii. The buyer shall store the goods in such a way that it is clear they are property of SILBERYS
 - iii. The buyer is authorized by SILBERYS to dispose of the goods but only as SILBERYS agent. The buyer however, shall not represent to any third party that he is acting for SILBERYS and SILBERYS shall not be bound by any contract(s) between the buyer and any third parties.

- iv. The proceeds of any sale of goods by the buyer shall be the property of SILBERYS and shall be kept by the buyer in a separate account which is clearly identified as containing the proceeds of any such sale of SILBERYS goods.
- v. Whilst the buyer may be entitled to a period of credit pursuant to these conditions, it is required to account to SILBERYS for the price of the goods immediately it has on sold and received the proceeds of sale for such goods.
- vi. If the buyer has not paid in full for any goods supplied by SILBERYS by the due payment date SILBERYS or its agent(s) may (without prejudice to any of its other rights) enter the buyer's premises (or other premises to which the buyer has access and where any of the goods subject of the contract are stored) during normal working hours without notice and recover its goods and resell any of them, without incurring any liability to the buyer or any other person claiming through the buyer. The buyer may not revoke the permission granted in this sub clause.

5) DELIVERY

- (a) Any stated delivery dates are estimates only and SILBERYS shall not be held liable for late delivery or non delivery, however caused, nor shall the buyer be entitled to cancel its order
- (b) SILBERYS reserve the right to make partial deliveries and to be entitled to payment for partial deliveries in accordance with these conditions
- (c) If the buyer is unwilling or unable to accept delivery of any goods, SILBERYS may arrange storage and insurance on the goods as it thinks fit at the buyer's expense, in which case the goods shall be deemed to have been delivered to the buyer and will be invoiced and payment will be become due accordingly.
- (d) Prices otherwise stated, delivery to a carrier constitutes delivery to the buyer.
- (e) Without prejudice to its rights, SILBERYS shall be entitled to withhold delivery if it considers the buyers creditworthiness to be unsatisfactory.

6) RISK

- (a) The risk in the goods shall pass to the buyer upon delivery and the buyer will insure the goods for their full replacement value for the benefit of SILBERYS until ownership of the goods has passed to the buyer

7) CLAIMS

- (a) Since method and conditions of application and use are out of SILBERYS control, any liability whatsoever which SILBERYS may have during any implied or express statutory or other representation, warranty condition, or term made in connection with or applying in respect of the quality, state, condition, fitness or properties of any goods supplied by SILBERYS is limited to the replacement of the goods or credit or payment of a price at the option of SILBERYS. It does not extend to consequential loss and is conditional upon the buyer making a written claim to SILBERYS within a reasonable time of delivery and returning to SILBERYS a sufficient part of the goods to enable proper testing and examination.
- (b) No return of goods will be accepted by SILBERYS nor claims recognized unless the job number is quoted. Return of goods will not be accepted unless SILBERYS beforehand agrees to the return, nor if the return is made more than seven (7) days after the receipt of goods. Damage in transit on returned goods is at the buyer's risk.

8) INDEMNITY

The buyer warrants that any design or instruction it requests SILBERYS to follow will not cause SILBERYS to infringe any patent, registered design, trademark, copyright or any other intellectual or industrial right. Where SILBERYS follows any design or instruction given by the buyer in 8 the buyer will indemnify SILBERYS against any damages, penalties, costs and expenses for which SILBERYS may become liable.

9) QUOTATIONS

- (a) Quotations are prepared on the basis of the measurements or plans being supplied. If a difference between the final cutting list and the original plans or measurements supplied occur then SILBERY ROOFING LTD reserve the right to on charge the customer for the difference in price.
- (b) If the time limit imposed by the quote has expired before acceptance SILBERYS will re-quote the job before acceptance can be guaranteed.
- (c) SILBERY ROOFING LTD reserve the right to request payment for materials supplied on a job if more materials are required for any such unforeseeable but valid reason not known at the onset of a job. The price or rates charged will be at the rates charged on the original quote and at the lowest scale of charges for Silbery products.

ALL SALES ARE SUBJECT TO OUR STANDARD TERMS OF TRADE.

ANY OUTSTANDING AMOUNTS WILL BE DEBT COLLECTED AND ALL RECOVERY COSTS AND EXPENSES INCURRED WILL BE ADDED TO THE ORIGINAL COSTS (INCLUDING LEGAL BETWEEN SOLICITOR AND CLIENT) AND INTEREST AT 24% PER ANNUM.