



15 Daisy Street, Revesby NSW 2212
 PO Box 78, Revesby North NSW 2212
 Ph: (02) 9771 9266 Fax (02) 9774 1202

TAMAYA PTY LTD T/AS NETWORK BUILDING SUPPLIES
 ABN 87 109 582 621

COMMERCIAL CREDIT FACILITY APPLICATION AND SUPPLY AGREEMENT

COMPANY

I/We make application on behalf of

 PTY LIMITED (hereinafter called "the buyer") for a Commercial Credit Facility with Tamaya Pty Ltd t/as Network Building Supplies
 ABN 87 109 582 621, for the supply of goods and services to the buyer upon credit in accordance with the Conditions of Credit Facility
 included in this Application, which I/we acknowledge having read and understood.

PARTICULARS OF APPLICATION

- 1 (a) TRADING NAME (if not identical with the Company name)

 (a copy of the Certificate of Registration of the Trading Name must accompany this Application).

- (b) AUSTRALIAN BUSINESS NUMBER (ABN) _____
 (c) REGISTERED OFFICE _____
 (d) TRADING ADDRESS _____
 (e) ADDRESS FOR ACCOUNTS _____
 (f) TELEPHONE NO'S _____ (BH) _____ (AH) FAX NO.: _____

- 2 (a) DATE BUYER COMMENCED TRADING _____
 (b) DOES BUYER OWN ITS TRADING ADDRESS? YES/NO _____
 (c) DOES BUYER LEASE ITS TRADING ADDRESS? YES/NO _____
 If Yes: NAME & ADDRESS OF LANDLORD _____

- 3 (a) HAS THE BUYER OR ASSOCIATED COMPANY OR PERSON TRADED WITH NETWORK BUILDING
 SUPPLIES IN THE PAST
 YES/NO _____
 (b) UNDER WHAT NAME? _____

- 4 (a) IS THE BUYER A TRUSTEE FOR ANY TRUST WHICH WILL BE ASSOCIATED WITH SUPPLY OF GOODS
 BY NETWORK BUILDING SUPPLIES: YES/NO _____
 (b) FULL NAME OF TRUST _____ ABN OF TRUST _____
 (d) NAMES OF BENEFICIARIES _____
 (a copy of the Trust Deed must accompany this Application)

PARTICULARS OF DIRECTORS

- 5(a) NAME _____ NAME OF SPOUSE _____
 RESIDENTIAL ADDRESS _____
 IS RESIDENCE: OWNED? MORTGAGED? RENTED?
 PRIVATE TELEPHONE _____ DRIVERS LICENSE: _____
- (b) NAME _____ NAME OF SPOUSE _____
 RESIDENTIAL ADDRESS _____
 IS RESIDENCE: OWNED? MORTGAGED? RENTED?
 PRIVATE TELEPHONE _____ DRIVERS LICENSE: _____
- (c) NAME _____ NAME OF SPOUSE _____
 RESIDENTIAL ADDRESS _____
 IS RESIDENCE: OWNED? MORTGAGED? RENTED?
 PRIVATE TELEPHONE _____ DRIVERS LICENSE: _____

Your email:

6 NAME OF TRADING BANK _____ BRANCH _____
ACCOUNT NAME _____ ACCOUNT NO. _____

7 TRADE REFERENCES (Major Suppliers)

NAME OF SUPPLIER	PERIOD OF ACCOUNT	AVERAGE MONTHLY PURCHASES	TELEPHONE NUMBERS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

8. ESTIMATED MONTHLY PURCHASES REQUIRED \$ _____

- In the event this Commercial Credit Facility Application is approved by Network Building Supplies, the buyer acknowledges and agrees:-
- (a) Unless otherwise nominated by Network Building Supplies the buyer shall make payment for all goods ordered/purchased by the buyer and all services provided by Network Building Supplies in accordance with Network Building Supplies then current Conditions of Sale.
 - (b) The Buyer shall comply with Network Building Supplies then current Conditions of Sale, a current copy of which I/we confirm I/we have received, read and understood.
 - (c) Network Building Supplies may, at any time and from time to time, alter, amend, and or delete from its Conditions of Sale.
 - (d) If at any time monies are overdue and owing upon any invoice then outstanding, the whole of the amount of all invoices then outstanding shall at the option of Network Building Supplies, become immediately due and owing.
 - (e) A certificate signed by the Credit Manager of Network Building Supplies or his or her nominee, stating the sum due and owing by the Buyer at the due date mentioned in the Certificate shall be prima facie evidence that the sum so stated is the sum due and owing to Network Building Supplies at the date.
 - (f) Network Building Supplies may at any time without notice terminate or suspend the Buyer's right to purchase goods or have services provided upon credit.
 - (g) Network Building Supplies may from time to time nominate or vary the amount of the Buyer's maximum Commercial Credit Facility and that such amount may not be exceeded in any separate month.
 - (h) It is the buyer's responsibility to notify Network Building Supplies within (7) days of any change in the Buyer's corporate structure, shareholding or management or any changes in the information provided in this Application by notice in writing.
 - (i) The buyer acknowledges that the Commercial Credit Facility and Account number provided to the Buyer are personal to the Buyer and shall not be assigned, transferred or made available by it for use by any other person, corporation or organisation and further acknowledges that any goods ordered/ purchased or services provided by the use of the Commercial Credit Facility or account shall be paid by the buyer.
 - (j) The Buyer must make any complaint as to any claimed incorrect charges, within (7) days from invoice Date. Any failure to make complaint within such time shall be deemed an acceptance of correct charging.
 - (k) If the information supplied by the Buyer in this Commercial Credit Facility Application is found to be misleading or erroneous, or should the Buyer fail to comply with the Conditions of this Commercial Credit Facility or Network Building Supplies then current Conditions of Sale, Network Building Supplies may in its absolute discretion cancel the Commercial Credit Facility or refuse to supply further goods or provide services to the Buyer including any goods or services subject to any order accepted by Network Building Supplies but not delivered or provided prior to the date of cancellation and refusal and Network Building Supplies shall not be liable to the Buyer for any loss or damage which the Buyer may sustain as a result of Network Building Supplies cancelling the Commercial Credit Facility or refusing to supply the goods or provide the services.
 - (l) The Buyer authorises Network Building Supplies to make such enquiries and obtain such information as it deems necessary to verify the credit worthiness of the Buyer.
 - (m) The Company and/or individual person(s) referred to in Section (1), and/or (5) of this application, hereby Charge all their Right, Title, Interest (If any) in the property or properties referred to in Section (1) and (5) of this application and also any property or properties that they own currently or may acquire in the future solely or jointly or have or become to have a beneficial interest in, in favour of TAMAYA PTY LTD Trading as Network Building Supplies ("NETWORK"), with the due and punctual observance and performance of all of the obligations of the Buyer. Such person(s) acknowledge that TAMAYA PTY LTD Trading as Network Building Supplies ("NETWORK") may at its discretion register and lodge a Caveat/s on such property or properties in respect of the interests conferred on it under this clause. Such registration of a Caveat/s by "NETWORK" over the Customer/s property/ies shall not be challenged by the Customer and/or any other proprietor of the subject land in any way whatsoever, and the Customer and/or any other proprietor of the subject land agrees to with-hold filing a "Lapsing Notice" or any other Application via the Land Titles Office or the N.S.W. Supreme Court to have the Caveat removed, until such time the Buyer/Customer has paid all monies owing by it to "NETWORK" as claimed from time to time.

I/we declare that all the information given on behalf of the Buyer in this Commercial Credit Facility Application, is true and correct and acknowledge that if the Commercial Credit Facility is approved by Network Building Supplies any such decision arises from the information given by me/us.

I/we declare that I/we are authorised by the Buyer to apply and execute this Commercial Credit Facility Application

DATED:

Signed on behalf of _____
(Name of Buyer)

By authorised officer/s

Signature

Signature

Full Name

Full Name

Capacity to Sign

Capacity to sign

TAMAYA PTY LTD T/AS NETWORK BUILDING SUPPLIES ABN 87 109 582 621
(HEREINAFTER CALLED Network Building Supplies)

CERTIFICATE AND CONSENTS PURSUANT TO THE PRIVACY ACT

1. If "The Company considers it relevant:-
 - (i) Assessing my/our Application of Commercial credit or,
 - (ii) Collecting overdue payments in respect of Commercial Credit.I/we agree that "The Company", its solicitors and Agents obtaining from a credit reporting agency, and/or any other credit provider named in any Credit Application made to "The Company" or known to "The Company" to be a credit provider to me/us, a credit or any information containing or including personal credit information about me/us or my/our credit arrangements.
2. I/we agree to "The Company", its solicitors and Agents may give to and seek from any credit provider named in any Credit provider to me/us or a credit arrangements, Credit Applications or the operation of or payments due under any Credit Facility. I/we understand that the information can include information about my/our credit worthiness, credit history or credit capacity that credit providers and credit reporting agencies are allowed to give or receive from each other under the Privacy Act. This information may include, but not exclusively:-
 - (i) Identify and location particulars
 - (ii) The fact that "The Company" or another credit provider are current credit providers to me/us.
 - (iii) The fact that I/we have applied for credit and the amount.
 - (iv) Payments which may become overdue and for which collection action had been commenced.
 - (v) Advice that payments are no longer overdue
 - (v) Cheques or negotiable instruments drawn by or on behalf of me/us which have not been meet upon representation.
 - (vii) That credit provided to me/us by "The Company" or another credit provider has been paid or otherwise discharged.
3. I/we acknowledge that any information received or given pursuant to paragraphs 1 and 2 may be used for the following purposes:-
 - (i) To assess an Application for Credit by me/us.
 - (ii) To notify other credit providers and credit reporting agencies of default by me/us.
 - (iii) To exchange information with other credit providers and with credit reporting agencies as to the status of any Credit Facility applied for or granted to me/us where I/we am/are in default with "The Company" or other credit providers.
 - (iv) To assess my/our worthiness
 - (v) To assist or aid in collection of overdue payments owing to "The Company" or other credit providers.
4. I/we shall provide such additional or other consents in writing to "The Company" as may be required from time to time to time in accordance with the provisions of the Privacy Act.

Dated:
Business Name of Applicant: _____

SIGNATURE

SIGNATURE

Name/Capacity to Sign

Name/Capacity to Sign



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TAMAYA PTY LTD T/AS NETWORK BUILDING SUPPLIES
ABN 87 109 582 621

DEED OF GUARANTEE AND INDEMNITY

In consideration of Tamaya Pty Ltd t/as Network Building Supplies ABN 87 109 582 621 (the Company) supplying or continuing to supply goods and materials (“Goods”) and providing or continuing to provide services (“Services”) and in consideration of the provision or continuance of a Commercial Credit Facility provided to:

Name of customer

Limited (“the customer”) at my request which is confirmed by me,:

1. I, _____ of _____
Name of guarantor Address
2. I, _____ of _____
Name of guarantor Address

(“the Guarantor”) hereby guarantee:-

1. The due and punctual payment by the Customer of all monies owing for:-
 - (i) all Goods which have already been supplied by the Company to the Customer;
 - (ii) all Goods which at the Company’s discretion may be supplied on credit to the Customer in future; and
 - (iii) all Services which have already been provided by the Company to the Customer or which may at the Company’s discretion be provided to the Customer in future;
 - (iv) all accounts and indebtedness now due or to become due by the Customer to the Company however arising;
 - (v) without limiting the Clauses (i) – (iv), all accounts and indebtedness incurred by the Company for goods sold and delivered or monies advanced to the Customer or paid or incurred by the Company upon the Customer’s order, at any time, any and all amounts due to the Company by the Customer due to any breach repudiation or cancellation by the Customer of any Order or Agreement for the supply of Goods or Services to the Customer.
2. The guarantor acknowledges that notwithstanding anything contained in this Deed in the event that the Customer’s account with the Company or any part thereof remains unpaid for a period of seven (7) days after the due date provided for payment, action to recover the amount overdue may be taken against the Guarantor by the Company immediately and without further notice.
3. This Guarantee shall be a continuing Guarantee for the whole of the Customer’s account and indebtedness to the Company time to time and for the time being unpaid and shall remain in full force and effect until discharged by the Guarantor by notice in writing signed by the Guarantor (or in the case of the death of the Guarantor, by his personal representative) and forwarded to the Company provided that such determination shall relate to dealings with the Company subsequent to the date of receipt of the written notice, to the Company.
4. The Guarantor’s liability to the Company shall not be effected by:-
 - (i) any change in the constitution of the Company notwithstanding any enactment to the contrary; or
 - (ii) the Company giving the customer an extension of time for payment or compounding any debt due to the Company; or
 - (iii) the fact that the Guarantor did not receive notice of the failure by the Customer to pay monies due to the Company according to the terms and conditions agreed upon between the Company and the Customer.
 - (iv) Any variation or cancellation of the Commercial Credit Facility of the Customer of which the Guarantor was unaware.
5. This Guarantee is a principal obligation of the Guarantor and shall not be treated as ancillary to or collateral with any other obligation howsoever created to the intent that this Guarantee shall be enforceable without first having recourse to any steps or proceedings against the Customer and the Guarantor declares that the Company is at liberty to act as though the Guarantor is the principal or primary debtor of the Company and the Guarantor hereby waives all or any of his/her rights as surely which may be inconsistent with any of the foregoing provisions.

6. The obligations of the Guarantor exists irrespective of and are not effected by any claim or set-off which the Customer may have against the company.
7. If any payment of money, conveyance or transfer of property or charge thereon made or given by the Customer or its agent to the Company in reduction of its indebtedness to the Company is later declared to be void as against any Liquidator of the Customer the amount of the debt of the Customer to the Company which this DEED guarantees shall include the amount for which credit had previously been given which was declared to be void as against the Liquidator and any discharge or partial discharge of the obligations of the Guarantor whether by payment or otherwise is conditional upon no such declaration being made.
8. If the Customer is wound up by an Order of the Court or otherwise the Company may prove the whole of its debt against the Customer in Liquidation and the unsatisfied balance after payment of such dividends by the Liquidator of the Customer shall be paid by the Guarantor to the Company.
9. The Guarantor hereby acknowledges that his/her obligations hereunder are joint and several with any other Guarantor and that his/her liability is not effected by the failure of any other Guarantor to execute a Guarantee in favour of the Company, nor by any defect in the Guarantee of any other party (including the fact that any other Guarantor does not have power to enter into Guarantee), or the release or withdrawal from obligations of any other Guarantor.
10. If any of the monies guaranteed shall not be recoverable from the Customer, this Guarantee shall be construed as an indemnity, and the Guarantor indemnifies the Company in respect of any failure by the Customer to make any payment due in respect of the debt owing according to the terms agreed upon between the Customer and the Company.
11. This Guarantee is independent of and in addition to any other Guarantee which may hereafter be held by the Company, for all or any part of the monies guaranteed and the Guarantor will not in any way or at any time claim the benefit of or seek or require the transfer of any such Guarantee or any part thereof.
12. To secure payment of all monies which may become payable by the Guarantor(s) to the Company under this guarantee, the Guarantor(s) hereby charges with the due payment of those monies all of the Guarantor(s) interest, right and title in any real property both (a) present, and (b) future, and the Guarantor(s) consents to TAMAYA PTY LTD Trading as Network Building Supplies ("NETWORK"), lodging and registering a Caveat(s) noting its interests hereunder without challenge by the buyer or the Guarantor(s). Such registration of a Caveat/s by "NETWORK" over the Customer/s property/ies shall not be challenged by the Guarantor/s and/or any other proprietor of the subject land in any way whatsoever, and the Guarantor/s and/or any other proprietor of the subject land agrees to with-hold filing a "Lapsing Notice" or any other Application via the Land Titles Office or the N.S.W. Supreme Court to have the Caveat removed, until such time the Buyer/Guarantor has paid all monies owing by it to "NETWORK" as claimed from time to time.
13. (a) The Guarantor agrees that the Company may seek from Credit Reporting Agencies and other Credit Providers, Credit reports containing personal information about the Guarantor to assess whether:-
 (i) To accept the Guarantor as a Guarantor or the Customer.
 (ii) To grant a Credit Facility to the Customer.
 (b) The Guarantor agrees that the company may from time to time request such further reports as it may deem necessary
14. Costs of Recovery The costs of collection of any monies due and owing, including but not exclusively the fees of any mercantile agent or solicitor engaged by Network Building Supplies shall be recoverable in full against the Buyer.

IN WITNESS WHEREOF the Guarantor has set his/her hand and seal this day of / / 20

SIGNED, SEALED AND DELIVERED

By the said _____
 Name of Guarantor

 Signature of Guarantor

By the said _____
 Name of Guarantor

 Signature of Guarantor

In the presence of:

 Signature of Witness

 Signature of Witness

Name and address of Witness

Name and address of Witness

**TAMAYA PTY LTD T/AS NETWORK BUILDING SUPPLIES
CONDITIONS OF SALE**

The following are the Conditions of Sale (“these Conditions”) applicable to all quotations given by the orders accepted by Network Building Supplies Proprietary Limited for the purchase of products by or provision of services to the Buyer in relation to the products, to its customers (“the Buyer”).

1. Generally

- (a) If any condition of a Buyer’s order conflicts with these Conditions then the latter shall prevail to the extent of any inconsistency, unless otherwise agreed in writing by Network Building Supplies.
- (b) If any condition of a Buyers order purports to vary these Conditions. The same will not be binding upon Network Building Supplies unless agreed in writing, by Network Building Supplies.
- (c) Other than the terms for any Commercial Credit Facility between Network Building Supplies and the Buyer, these conditions shall comprise the whole of the agreement between Network Building Supplies and the Buyer in relation to the products and Network Building Supplies shall not be bound by any other condition, waiver, representation or agreement unless in writing and signed on behalf of Network Building Supplies.

2. Price

- (a) Prices are subject to alteration without notice and products are supplied at prices ruling at the date of delivery
- (b) Network Building Supplies prices will be inclusive of GST and any charge shall be to the account of the Buyer

3. Delivery

- (a) Any times quoted for deliveries are estimates only and Network Building Supplies shall not be liable for failure to deliver upon any date or at any time quoted.
- (b) Compliance with delivery dates are subject to the availability of the products.
- (c) Products will be delivered whenever possible during normal working hours, subject to a delivery charge on truck at site were suitable access is available.
- (d) Additional costs incurred from delays or extra labor hours to unload will be at the Buyer’s account.
- (e) Network Building Supplies will not be liable for any costs, claims, damages, back charges or demands arising from delays in delivery of products.
- (f) The risk in the products shall pass to the Buyer from the time of collection by the Buyer from Network Building Supplies or on delivery to the site nominated by the Buyer, which shall in the absence from the site of the Buyer or his agent, be deemed to have been made at the place, time and date certified by the carrier.

4. Retention of Title

- (a) Notwithstanding the delivery of the products to the Buyer, title to and ownership of the products remain with Network Building Supplies until payment in full of the invoice price by the Buyer
- (b) Should any products be disposed of by the Buyer prior to payment of the invoice price, whether in the same or in any modified form or whether admixed with products of the Buyer or any other party, any monies received by the Buyer in payment of same, shall be held in Trust for Network Building Supplies by the Buyer, the extent of any monies then owing by the Buyer to Network Building Supplies on any account.
- (c) The Buyer authorises Network Building Supplies and its authorised agents to enter upon the Buyer’s premises or any premises in the Buyer’s possession or control and to retake possession of products for which payment has not been received by Network Building Supplies, whether such products are in their original or any altered form or admixed with any other products of the Buyer or any other party.
- (d) Network Building Supplies shall not be liable to the Buyer for any loss or damage caused in recovery of its products in accordance with paragraph (c) of this clause.

5. Warranty

- (a) All implied conditions and warranties which may by law be excluded in relation to the supply of products by Network Building Supplies are hereby excluded to the extent that conditions or warranties, the exclusion of which would render the agreement incorporating these Conditions between Network Building Supplies and the Buyer void or voidable or Network Building Supplies liable to a penalty or which may not by the terms of the Trade Practices Act or relevant State Legislation be excluded or modified, then such conditions or warranties shall apply to the products and the services to be provided by Network Building Supplies
- (b) Where any legislation or any contractual relationship provides for remedies in the event of Network Building Supplies breach of a condition or warranty, whether statutory or otherwise, then the Buyer’s sole remedy for any such breach shall at the option of Network Building Supplies be limited to: -
 - (i) such remedy: or
 - (ii) the replacement of the product: or
 - (iii) reprovision of the services: or
 - (iv) the repair of the products: or
 - (v) the payment of the costs of repairing the product of reprovision of the services.

PROVIDED THAT no claim shall be entertained in respect of defects ascertainable upon delivery or provision of the service, or supply of products not conforming to the Buyer’s specifications and requirements, unless made in writing within seven (7) days of delivery.

- (c) Network Building Supplies shall not be liable for the costs of removal and reinstallation of its products other than in accordance with this paragraph.
- (d) Subject to any provisions of the Trade Practices Act or any relevant State Legislation which may not be excluded or modified. Network Building Supplies will not be liable for any costs, claims, damages or demands arising from any personal injury, loss or damage to products whatsoever occurring as a result of either the acts or omissions of Network Building Supplies, its servants or agents and in no case will Network Building Supplies be liable for consequential loss or damage.

6. Order Numbers

The Buyer acknowledges that Network Building Supplies is not responsible for the accuracy of or the inclusion of the Buyer's purchase order number upon any Invoice or Statement and the Buyer remains liable to make payment of the Invoice amount regardless of the inaccuracy of transcription upon or omission of the purchase order number upon any Invoice or Statement

7. Quality

Samples have been exhibited and inspected solely to enable the Buyer to judge the quality of the products only. All descriptive specifications, illustrations, drawings, data, dimensions and weights contained in catalogues, price lists or other advertising matter of Network Building Supplies are approximate only and by way of general description. Products are supplied in accordance with normal industry standards of manufacture and Network Building Supplies will not be liable to the Buyer for quality of products which comply with these standards.

8. Terms of Payment

- (a) buyers will pay for all products upon demand unless Network Building Supplies has granted a Commercial Credit Facility to the Buyer in which case payment in full will be made no later than the last working day of the month following the month during which the products were invoiced, to the Buyer.
- (b) The Buyer shall pay interest to Network Building Supplies at a rate of 15% per annum on any amount overdue and owing.
- (c) In order to secure the amount of the Buyer's indebtedness from time to time outstanding to Network Building Supplies, the Buyer charges all of its interest in any real estate in which the Buyer now has or subsequently acquires an interest, and consents to the lodgment of Caveat upon the title to the land.

- 9. **Costs of Recovery** The costs of collection of any monies due and owing, including but not exclusively the fees of any mercantile agent or solicitor engaged by Network Building Supplies shall be recoverable in full against the Buyer.

DATED:

Signed on behalf of _____
(Name of Buyer)

By authorised officer/s

Signature

Signature

Name

Name

Capacity to Sign

Capacity to sign