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

## COMMERCIAL CREDIT FACILITY APPLICATION AND SUPPLY AGREEMENT

### SOLE TRADER / PARTNERSHIP

I/We make application 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 me/us 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) **NAMES OF APPLICANTS** (“the Buyer”) All persons interested in the new business must be included and all such persons must sign this application.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (b) **TRADING NAME** (if not identical with Buyers name) **ABN:** \_\_\_\_\_

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

- (c) **TRADING ADDRESS** \_\_\_\_\_

- (d) **ADDRESS FOR ACCOUNTS** \_\_\_\_\_

- (e) **TELEPHONE NO'S** \_\_\_\_\_ (BH) \_\_\_\_\_ (AH)

- (f) **FAX NUMBER** \_\_\_\_\_

2. (a) **DATE BUYER COMMENCED TRADING** \_\_\_\_\_

- (b) **NATURE OF BUSINESS** \_\_\_\_\_

- (c) **DOES BUYER OWN IT'S TRADING ADDRESS?** Yes / No

Nett value after Mortgage \$ \_\_\_\_\_

- (d) **DOES BUYER LEASE ITS TRADING ADDRESS?** Yes / No

IF Yes: **NAME OF LANDLORD** \_\_\_\_\_

- (e) **ARE THE ASSETS OF THE BUSINESS SUBJECT TO ANY FORM OF SECURITY?**

Yes / No

- (f) **TO WHOM?** \_\_\_\_\_

3. (a) **IS THE BUYER A LICENSED BUILDER?** Yes / No

- (b) **PLEASE INDICATE LICENSE NUMBER** \_\_\_\_\_

- (c) **NAME OF ANY TRADE ASSOCIATE** \_\_\_\_\_

- (d) **MEMBERSHIP NUMBER** \_\_\_\_\_

4. (a) **HAS ANY OF THE BUYERS OR ANY ASSOCIATED COMPANY OR PERSON TRADED WITH NETWORK BUILDING SUPPLIES IN THE PAST?** Yes / No

- (b) **UNDER WHAT NAME?** \_\_\_\_\_

5. (a) **HAVE ANY OF THE BUYERS BEEN REFUSED A CREDIT FACILITY BY ANY OTHER SUPPLIER OR HAD ANY SUCH FACILITY CANCELLED?** Yes / No

- (b) **HAVE ANY OF THE BUYERS BEEN OFFICERS OR SHAREHOLDERS OF ANY OTHER COMPANY WHICH HAS BEEN REFUSED A CREDIT FACILITY BY ANY OTHER SUPPLIER OR HAD SUCH FACILITY CANCELLED?** Yes / No

**Your email:**.....

**6. PARTICULARS OF SOLE TRADERS/PARTNERS** (Details must be completed for all persons conducting the business of the Buyer)

(a) **NAME** \_\_\_\_\_  
**NAME OF SPOUSE** \_\_\_\_\_  
**RESIDENTIAL ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
**IS RESIDENCE:**      **OWNED**              **MORTGAGED**              **RENTED**  
**PRIVATE TELEPHONE** \_\_\_\_\_  
**DRIVER'S LICENSE NUMBER** \_\_\_\_\_  
**DATE OF BIRTH** \_\_\_\_\_

(b) **NAME** \_\_\_\_\_  
**NAME OF SPOUSE** \_\_\_\_\_  
**RESIDENTIAL ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
**IS RESIDENCE:**      **OWNED**              **MORTGAGED**              **RENTED**  
**PRIVATE TELEPHONE** \_\_\_\_\_  
**DRIVER'S LICENSE NUMBER** \_\_\_\_\_  
**DATE OF BIRTH** \_\_\_\_\_

(c) **NAME** \_\_\_\_\_  
**NAME OF SPOUSE** \_\_\_\_\_  
**RESIDENTIAL ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
**IS RESIDENCE:**      **OWNED**              **MORTGAGED**              **RENTED**  
**PRIVATE TELEPHONE** \_\_\_\_\_  
**DRIVER'S LICENSE NUMBER** \_\_\_\_\_  
**DATE OF BIRTH** \_\_\_\_\_

7. **NAME AND ADDRESS OF ACCOUNTANT** \_\_\_\_\_  
\_\_\_\_\_

8. (a) **NAME OF THE TRADING BANK** \_\_\_\_\_  
**BRANCH** \_\_\_\_\_  
**ACCOUNT NAME** \_\_\_\_\_  
**ACCOUNT NUMBER** \_\_\_\_\_

9. (a) **TRADE REFERENCES** (major suppliers)

<b>NAME OF SUPPLIER</b>	<b>PERIOD OF ACCOUNT</b>	<b>AVERAGE MONTHLY PURCHASE</b>	<b>TELEPHONE NUMBERS</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

10. **ESTIMATED MONTHLY PURCHASES REQUIRED**      \$ \_\_\_\_\_

**CONDITIONS OF CREDIT FACILITY**

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, add or delete from its Conditions of Sale.
- (d) At any time monies are overdue and owing on 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 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 buyers 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 seven (7) days of any change within ownership, operation or structure of the business conducted by the Buyer which is the subject of this Commercial Credit Facility Application, or any change in the information provided in this Application. Such notification must be given in writing and the Buyer shall remain liable to Network Building Supplies for all obligations under the Commercial Credit Facility and up to and including the date of written acknowledgement by Network Building Supplies of receipt of such notice, as if such change of ownership, operation or structure had not taken place.
- (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 of any other person, corporation or organisation and further acknowledges that any goods order/purchased or services provided by the use of Commercial Credit Facility or Account numbers shall be paid by the Buyer.
- (j) The Buyer must make any complaint within such time shall be deemed an acceptance of correct charging.
- (k) The information supplied by the buyer in this Commercial Credit Facility Applications 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 supply 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 canceling 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 (6) of this application, hereby Charge all their Right, Title, Interest (If any) in the property or properties referred to in Section (1) and (6) 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 a Commercial Credit Facility is approved by Network Building Supplies any such decision arises from the information given by me/us.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name of Signatory

# **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

\_\_\_\_\_

\_\_\_\_\_  
Capacity to Sign

\_\_\_\_\_  
Capacity to sign