

Malmet (Australia) Pty Ltd

Credit Application & Terms of Trading Agreement for Public Hospitals



ACN 001 717 791
ABN 91 001 717 791

THIS AGREEMENT is made the day of 20.....
between MALMET (AUSTRALIA) PTY LTD ACN 001 717 791 of 9-11 McKay Avenue LEETON NSW 2705 ("the Supplier")

And..... of

WHEREAS- ("the Customer")

- a) The Customer is desirous of establishing a credit trading account with the Supplier and, for this purpose has submitted to the Supplier the information and financial particulars as set out in the First Schedule.
- b) The Supplier has agreed to consider the Application of the Customer and to advise the Customer whether or not credit will be extended to the Customer.
- c) The parties agree that in the event of the Supplier granting to the Customer credit facilities, then such credit facilities shall be on the terms and conditions.

Details:	
Trading Name (If not the same as above)	
Business Address	
Postcode	
Phone No. ()	Fax No. ()
Account details for invoices and statements	Postal address
	Postcode
	Email address
	Fax No. () Contact Person
ABN	Bank / Branch

Terms of Trading Agreement

1. The Customer warrants that the information comprised in the First Schedule hereto is true, accurate and correct and has been supplied for the purpose of obtaining credit from the Supplier.
2. The Customer warrants that the persons whose signatures appear on this Agreement are authorised by the Customer to apply for credit and to execute this Agreement on behalf of the Customer.
3. The Customer agrees to adhere to the terms and conditions of this Agreement.
4. Jurisdiction

Notwithstanding any implication of law to the contrary, all contracts between the Customer and the Supplier shall be deemed to be made and construed and to be enforceable in, and according to, the laws of the State of New South Wales and are by mutual consent subject to the jurisdiction of the Courts of that State.
5. In the event of the Supplier, prior to approving credit, granting to the Customer time to pay for any goods supplied then the granting of such time shall not amount to a waiver by the Supplier of any of the terms of this Agreement and will not be construed or be taken either directly or by implication as a granting by the Supplier of credit facilities to the Customer.
6. In the event of the Supplier granting credit facilities to the Customer then the following terms shall apply:
 - i. Property of goods supplied hereunder will pass to the Customer when the goods the subject of this contract and all other goods the subject of any other contract between the Supplier and the Customer are paid in full, and until that time all goods supplied pursuant to this Agreement will remain the exclusive property of the Supplier.
 - ii. Payment for all goods invoiced shall be made in full by the end of the month following the month of date of the invoice.
 - iii. If the Customer defaults in the payment of any monies on the due date then all monies payable to the Supplier for goods invoiced prior to the date of default shall immediately be due and payable and shall be paid by the Customer within seven (7) days of the date of demand.
 - iv. The Supplier shall be entitled to charge interest on all amounts not paid by the due date for payment and the Customer undertakes to pay any interest so charged. Such interest shall be calculated on a daily basis from the due date of payment until the date the Supplier receives payment at such rate determined by the Supplier, up to but not exceeding 2% per month.
 - v. To the extent permitted by law, and subject to any express agreement between the Supplier and the Customer to the contrary, where the Supplier becomes liable to the Customer in any manner for any breach of any condition or warranty expressed or implied in relation to the supply of goods to the Customer, the Supplier's liability will be limited, at the Supplier's sole discretion to either:
 - (a) the replacement of the goods or the supply of equivalent goods;
 - (b) the repair of the goods;
 - (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (d) the payment of the cost of having the goods repaired.
 - vi. The Customer agrees that by entering into this Agreement, the Customer grants a security interest to the Supplier in all goods now or in the future supplied by the Supplier to the Customer during the continuance of the relationship between the Supplier and the Customer.
 - vii. The Customer will, whether before or after goods are supplied under this Agreement, do such acts and provide such information (which information the Customer warrants to be complete, accurate and up to date) as in the opinion of the Supplier may be required or desirable to enable the Supplier to perfect under the *Personal Property Securities Act 2009 (Cth) (PPSA)* the security interest created by this Agreement.
 - viii. To the extent permitted by law, the Customer waives any right to receive a copy of a verification statement under the PPSA and agrees to any contract between the Supplier and the Customer for the supply of goods governed by this Agreement to contract out of section 115(1) of the PPSA, except section 115(1)(g), to the intent that the Supplier will preserve its right to seize collateral.
 - ix. Any expenses, costs or disbursements incurred by the Supplier in perfecting or enforcing under the PPSA its security interest provided for in this Agreement or any other action taken by the Supplier to comply with, or protect its position under, the PPSA and recovering any outstanding monies including debt collection agency fees and solicitor's costs (on a solicitor own client basis), shall be paid by the Customer.

In consideration of the Supplier providing the facilities of a Credit Trading Account to the Customer, I/we accept the above terms and conditions and warrant that I/we have the authority to sign this Application on behalf of the Customer, as stated in the terms of trading agreement detailed above.

Signature of Account Applicant.....
Position held
Signature of Witness
Address of Witness