

Malmet (Australia) Pty Ltd



Credit Application Agreement

ACN 001 717 791
ABN 95 001 717 791

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

IT IS AGREED- ("the Customer")

- a) The Customer wishes to establish 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 Particulars.
- 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. Any credit extended by the Supplier will be subject to limits at the Supplier's discretion.
- c) The parties agree that in the event of the Supplier granting to the Customer credit facilities, then such credit facilities will be on the terms and conditions set out in this agreement.

IMPORTANT: THE SUPPLIER IS UNABLE TO PROCESS AN ACCOUNT APPLICATION UNTIL THE FIVE INFORMATION PANELS ARE COMPLETED IN FULL.

Particulars

1. Customer Details:				
Trading Name (If not the same as above)				
Business Address				
				Postcode
Phone No. ()				
Email address				
Account details for invoices and statements	Postal address			
				Postcode
	Invoice email address			
	Statement email address			
	Contact Person			
Phone No. ()				
Entity Type	Company <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Partnership <input type="checkbox"/>	Trust <input type="checkbox"/>
ABN	Date of Incorporation / /			
Issued Capital \$	Paid up capital \$			
Total amount of credit required \$	Years business established			
Requested by	Position held by requesting party			
Bank / Branch	Nature of Business			
Date of Accreditation	/ /			

2. Full name and address of Sole Traders, Partners and/or Directors		
Full Name	Address	Phone No.

3. Trade References (minimum of three)			
Business Name	Contact Name	Phone No.	Email

4. Terms of Credit Agreement:

The Agreement:

1. The Customer represents and warrants that the information provided by it in the particulars of this agreement is complete, true, accurate and correct and has been supplied for the purpose of obtaining credit from the Supplier.
2. The Customer represents and 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. The Supplier may vary this agreement at any time, and the variation will apply to future transactions between the Customer and the Supplier. If the variation is likely to adversely affect the Customer, the Supplier will provide the Customer with at least 21 days' notice of the changes and an ability to terminate this agreement for provision of credit.
4. Subject to applicable law, this agreement will 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 is 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 will 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 will apply:
 - i. The Customer acknowledges and agrees that any credit to be provided to the Customer by the Supplier is to be applied wholly or predominantly for commercial purposes.
 - ii. Any goods or services supplied by the Supplier will be subject to the terms of trade of the Supplier issued separately to the Customer.
 - iii. Property of goods supplied by the Supplier 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 will remain the exclusive property of the Supplier.
 - iv. Payment for all goods invoiced will be made in full by the end of the month following the month the invoice was issued by the Supplier.
 - v. 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 will immediately be due and payable and must be paid by the Customer within seven (7) days of the date of default.
 - vi. The Supplier will 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 will 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 15% per annum or the maximum amount allowable by law.
 - vii. 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 reasonable 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.
 - viii. 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 where goods are provided on credit.
 - ix. 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.
 - x. 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.
 - xi. 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), will be paid by the Customer.
 - xii. The Customer agrees that it is the responsibility of the Customer to advise the Supplier of any change to any of the details provided in this agreement, including change of address or contact information, in writing within a timely manner and no later than 30 days from the date that the change is effective.
7. The Supplier reserves the right to vary the terms of payment or revoke its approval of credit and to require payment in cash in full, prior to delivery, where the creditworthiness of the Customer at any time becomes, in the Supplier's opinion, unsatisfactory, or should the account fall into arrears. The approval of credit to the Customer in accordance with this agreement does not guarantee that the Supplier will extend credit approval to the Customer for any future orders.

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 agreement on behalf of the Customer.

Signature of Account Applicant.....

Position held.....

Signature of Witness.....

Address of Witness

5. Privacy Act 1988

Please read the following carefully:

In this section, Malmnet (Australia) Pty Ltd will be referred to as the CREDIT PROVIDER.

The Applicant/s acknowledge that they have been informed by the CREDIT PROVIDER that personal information about them and the Customer and its directors (including name, address and other contact details, and information about their credit history) may be disclosed to, or acquired from, a credit reporting agency. The Applicant has the consent of all individuals to submit any personal information to the CREDIT PROVIDER for these purposes.

The Applicant/s agree that the CREDIT PROVIDER may contact any trade references or other credit references at any time, whether now or in the future, for the purpose of assessing credit worthiness, but only ever while the Credit Provider and the Customer conduct trading transactions together.

The Applicant/s agree to the CREDIT PROVIDER receiving from any other credit provider or providing to any other credit provider any credit information whether by way of report record or otherwise relating to credit worthiness for the purposes of exchange of information, assessing credit worthiness and notification of default at any time, whether now or in the future.

The Applicant/s agree to the CREDIT PROVIDER obtaining from a credit reporting agency a credit report on the Customer for the purposes of assessing this credit application and the applicant further consents to the CREDIT PROVIDER obtaining such reports from time to time for the purpose of assessing credit worthiness during the continuance of credit provision.

The Applicant/s agree to the CREDIT PROVIDER obtaining from a business which provides credit information a report or information in relation to the Customer's commercial credit worthiness or commercial dealings and using such information for the purposes of assessing this application for credit.

The Applicant/s agree that in the event of default in payment of the Customer's debts, the CREDIT PROVIDER may disclose all information relating to the Customer's account to its collection agency for the purpose of receiving any or all amounts outstanding.

I certify that I have authority to approve the release of information as stated above under the Privacy Act 1988, apply for credit and to execute this agreement on behalf of the Customer.

Signature of Account Applicant.....

Position held.....

Printed Name

Organisation

Signature of Witness.....

Address of Witness

6. Office use only:

Requested credit limit	\$		
Addition information			
Credit check required	YES / NO	Credit Recommendation	\$
CEO Review			
Approved	YES / NO	Approved Credit Limit	\$
Signature		Date	
Business Partner Code		Date	