



BRANCH OFFICES:

Lot 3 Seventh Street, Boolaroo NSW 2284
Ph: (02) 4958 7288 - Fax: (02) 4950 8279

New England Hwy, Rutherford NSW 2320
Ph: (02) 4932 4513 - Fax: (02) 4932 4516

ACCOUNT APPLICATION

Original Application MUST Be Posted To Po Box 247 Broadmeadow NSW 2292

To ensure prompt processing of your application, you must **COMPLETE ALL SECTIONS** of this document.

Incomplete applications will be returned to you.

Trading & Credit references must be suppliers – NOT sub contractors - i.e. suppliers of concrete, steel, timber, drainage products, etc.

It should also be noted that we **cannot** obtain references from the following companies:

- Kennards
- CSR/Readymix
- Coates Hire
- Stratco
- Rovert
- Lear & Smith
- Hudsons
- Sika
- Tradelink

PHONE:	Administration (02) 4978 6333	Sales (02) 4978 6300	Domestic/Industrial Doors (02) 4978 6360	Timber Division (02) 4978 6380
FAX:	(02) 49408762	(02) 4969 6975	(02)4962 2023	(02)4940 0566

**Original Application MUST Be Posted To
Po Box 247 Broadmeadow NSW 2292**

P W SADDINGTON & SONS PTY LTD (SADDINGTONS) ABN: 84 000 038 531

TERMS OF PAYMENT PROPOSAL

OFFICE USE ONLY:
Date Rec'd: Sales Rep:
Branch /Dept: Rep Follow Up Done:
Account N°
NOTES:

Account Name of Applicant:

Registered Business Address:

Postal Address:

PHONE: Business: Mobile: Fax:

Email Address:

Type of Business:

Sole Trader Partnership Company Trust

Date of incorporation or registration: ACN: ABN:

If established recently, state previous history:

Company Authorised Capital: Paid Up Capital:

Address of property owned by applicant:

Valuation: Mortgaged Yes / No

If mortgaged, to what extent: Name of Mortgagee:

Credit limit required: \$ **Are PURCHASE ORDER No's required on INVOICES?** Yes / No

How do you wish to receive your invoices/statements (please tick) Fax Email Post

Fax: Email Address:

TRADING & CREDIT REFERENCES: Building Product Suppliers Names/Addresses & Fax Numbers (Essential)

1: **FAX:** Ph:

2: **FAX:** Ph:

3: **FAX:** Ph:

I/We authorise the above referees to provide trade references.

Signature/s:

Has the Applicant or any Director/Trustee ever been declared bankrupt or been a director of a company that has been liquidated or in administration/receivership? Yes / No

- (a) In accordance with section 18N(1)(b) of the *Privacy Act 1988*, the applicant authorises Saddingtons to give and obtain from credit providers named in a credit report issued by a credit reporting agency information about the Applicant's credit arrangement. The Applicant acknowledges that the information can include any information about the Applicant's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the *Privacy Act 1988*.
- (b) Saddingtons will not be held liable for any loss whatsoever arising out of repossession and that you will indemnify Saddingtons should any claim for loss be made. These terms are acknowledged. The Directors personally Guarantee (extending, to also include a caveatable interest in land) all debts incurred by the Company.
- (c) The Applicant gives Saddingtons an interest in any land or goods it may own, now or in the future, to secure any money payable by the Applicant. A caveat, charge or goods mortgage may be registered to protect that right.
- (d) If the Applicant is effectively a trust, then the trust will be subject to these terms and conditions.
- (e) Any contract resulting from this application shall notwithstanding the same was made elsewhere in Australia, be deemed to have been made in the State of New South Wales and the courts of the State of New South Wales shall be deemed to have (not exclusively) jurisdiction in regard hereto and the law of the State of New South Wales shall be deemed to be the proper law of such contract and of all matters arising and relating to this credit application.

APPLICANT/S NAME/S & SIGNATURE/S

Name: Signature: D.O.B: Date:

Name: Signature: D.O.B: Date:

Name: Signature: D.O.B: Date:

Name: Signature: D.O.B: Date:

A person signing as a Director/Officer/Trustee of a company/trust warrants they have the authority to sign as a Director/Officer/Trustee.

WITNESS:

Signature: Date:

Name: (Print)

Address:

PERSONAL GUARANTEE

In consideration of P.W.SADDINGTON & SONS PTY LTD (hereafter called "Saddingtons") supplying or continuing to supply goods and services to:

State FULL title (Applicant/Principal (**Company Name**)

..... (Hereinafter called "The Principal")

at my request which is hereby made,

1. I/We, the guarantor(s), set out below, hereby jointly and severally guarantee the due payment by the Principal to Saddingtons of the present and any future balance of debt occurring to the terms agreed on between the Principal and Saddingtons.
2. This guarantee shall be a continuing guarantee to Saddingtons irrespective of any sum or sums which at any time may be paid to or received by Saddingtons for or on the Account of the Principal and shall be subject to paragraph (3) hereof remain in force until determined by notice in writing signed by me/us (or in the case of my/our death, by my/our personal representative/s) and delivered to Saddingtons and such determination shall relate to future dealings only. I/We agree that my/our liability hereunder shall not be affected by any change in the constitution of Saddingtons notwithstanding any enactment to the payment or compounding of the debt, and that in order to give effect to this guarantee Saddingtons shall be entitled to act as though I/We hereby waive all and any of my/our rights as surety which may at any time be inconsistent with any of the provisions herein.
3. I/We further hereby agree that Saddingtons to better secure any debt owed by the Principal, shall have an interest in any land or goods owned by me, now or in the future, and will be entitled to register a caveat, charge or goods mortgage to secure that interest.
4. If any payment of money, conveyance or transfer of property or charge thereon is made or given by the Principal or it's agent to Saddingtons in reduction of its indebtedness to Saddingtons be later declared to be void as against any liquidator of the Principal, then the amount of the debt of the Principal to Saddingtons which is hereby guaranteed by the guarantor, shall include the amount for which credit has previously been given for such payment of money, conveyance or transfer of property or the charge thereon, which was declared to be void as against the liquidator, and discharge or partial discharge of the obligations of the guarantor hereunder whether by payment or by notice duly given shall be conditional upon no such declaration as aforesaid being made.
5. The guarantor will make such payment to Saddingtons within seven days of notification to the guarantor of any amount outstanding by the debtor to Saddingtons.

PERSONAL GUARANTEE (Cont'd)

- 6. For the purpose of service of any document or notice on the guarantor, it will be deemed to have been effectively served two days after being posted by Saddingtons to the address of the guarantor as shown on this agreement.
- 7. Words herein referring to the singular shall also import the plural and words importing masculine gender shall import the feminine and neuter gender.
- 8. That any contract for the supply of goods or services resulting from this application shall, notwithstanding the same was made elsewhere in Australia, be deemed to have been made in the State of New South Wales and the courts of the State of New South Wales shall be deemed to have (not exclusive) jurisdiction in regard hereto and the law of the State of New South Wales shall be deemed to be the proper law of such contract and of all matters arising and relating to this credit application.
- 9. Any expenses, costs or disbursements incurred by Saddingtons in recovering any outstanding monies including debt collection fees and solicitors costs shall be paid by the guarantor/s.
- 10. This guarantee and the agreements and obligations herein contained shall be binding upon me/us and my/our executors and administrators.
- 11. I've had the opportunity to obtain legal and financial advice before signing this guarantee.

GUARANTORS

- 1. Family Name:
First Name: Second Name: D.O.B:
Residential address:
Signature: Date:
- 2. Family Name:
First Name: Second Name: D.O.B:
Residential address:
Signature: Date:
- 3. Family Name:
First Name: Second Name: D.O.B:
Residential address:
Signature: Date:
- 4. Family Name:
First Name: Second Name: D.O.B:
Residential address:
Signature: Date:

WITNESS:

Signature: Date:
Name: (*Print*)
Address:

TO THE BUYER/APPLICANT

TERMS AND CONDITIONS

If PW Saddington & Sons Pty Ltd ("**Saddingtons**") agrees to supply goods or services ("**Goods**") to you (the Applicant"), it is agreed that the following terms and conditions will apply:

1. SCOPE OF AGREEMENT

- (a) Saddingtons and the Applicant agree that these terms and conditions ("**Terms and Conditions**") together with any Credit Application and our quotation (if any) constitute the entire agreement between us ("**Contract**") and supersedes all other prior correspondence, proposals or dealings.

2. JURISDICTION & INTERPRETATION

- (a) These Terms and Conditions and any Contract resulting between the parties are to be interpreted in accordance with the laws of the State of New South Wales and Saddingtons and the Applicant agree that the courts in the State of New South Wales shall have exclusive jurisdiction to hear and determine all disputes of and incidental to these Terms and Conditions.

3. OWNERSHIP

- (a) The risk of loss or damage to the Goods will pass to the Applicant upon delivery of the Goods to the Applicant or when the Applicant (or the Applicant's authorised agent) takes custody or control of the Goods. Title to the Goods will not pass to the Applicant until the whole of the purchase price and any other charges payable for the goods are paid by the Applicant and cleared through Saddingtons bank account.
- (b) While title and ownership of the Goods remains in Saddingtons, the Applicant:
- (i) will hold the Goods as bailee for Saddingtons;
 - (ii) may (unless Saddingtons directs you otherwise if for example, Saddingtons no longer considers the credit of the Applicant to be satisfactory or if the Applicant commits any act of default or breaches these Terms and Conditions) sell the Goods in the ordinary course of the Applicant's business, however, where the Goods are sold, the Applicant will hold the proceeds of that sale separately and in an identifiable form, on trust for Saddingtons;
 - (iii) will until delivery of the Goods to any third party, store the Goods at the Applicant's business premises separately from its own goods and in a manner which makes the Goods readily identifiable as Saddingtons' Goods;
 - (iv) must insure the Goods at the Applicant's cost for the full replacement value of the Goods against all risks and naming Saddingtons as loss payee. Saddingtons may apply the proceeds of any insurance payment to reduce the amount owed by the Applicant; and
 - (v) will not (except as provided under clause 3(b)(ii)), grant anyone any interest in or charge over the Goods.

4. PERSONAL PROPERTY SECURITY ACT 2009 (PPSA)

- (a) The Applicant acknowledges and agrees:
- (i) the Contract constitutes a Security Agreement for the purposes of the PPSA;
 - (ii) Saddingtons holds (as the Secured Party) a Security Interest over all of the present and after acquired Goods supplied by and any services performed in connection with the supply of the Goods by Saddingtons to the Applicant, any Proceeds of the sale of those Goods and any insurance proceeds under clause 2(b)(iv) ("**Collateral**") ;
 - (iii) Saddingtons' Security Interest will continue until the Applicant has paid all amounts owing to Saddingtons in full and title passes in accordance with clause 3;
 - (iv) Saddingtons may register (either or both) Financing Statements and Financing Change Statements under the PPSA in any goods supplied by Saddingtons to the Applicant;
- (b) The Applicant hereby waives its rights to receive notices under the following sections 95, 118, 121(4), 130, 132, 135, 157(1) and 157(3) of the PPSA.

5. PAYMENT TERMS

- (a) Payment terms are strictly thirty (30) days from the month of purchase ("**Due Date**"). Should payment not be received by the Due Date or otherwise than in accordance with the credit terms, interest at the rate of 2.0% per month is chargeable on overdue balances.
- (b) All Saddingtons invoices are claims for payment under the Building and Construction Industry Security of Payment Act 1999.
- (c) Saddingtons reserves the right to vary the terms of payment and to require payment in full prior to delivery if, at any time, the credit worthiness of the Applicant is or becomes, in Saddingtons opinion, unsatisfactory. If the Applicant has not paid Saddingtons in full by the Due Date, Saddingtons may, at its sole discretion, suspend the provision of credit.
- (d) Fees apply for payment by Amex and Diners card. These are subject to change in accordance with changes from Amex and Diners.

6. SECURITY

- (a) The Applicant gives Saddingtons an interest in any land or goods it may own, now or in the future, to secure any money payable by the Applicant. A caveat, charge or goods mortgage may be registered in accordance with the PPSA to protect that right.

7. CORPORATIONS / TRUSTS / PARTNERSHIPS

- (a) If the Applicant is a corporation, the directors of the corporation will enter into a guarantee of indemnity with Saddingtons in relation to their obligations to Saddingtons on request.
- (b) If the Applicant is the trustee of a Trust, the Applicant warrants to Saddingtons that:
- (i) the Applicant agrees to these Terms and Conditions in both its capacity as trustee and in its personal capacity;
 - (ii) the trustee has the right to be indemnified out of trust assets;
 - (iii) the trustee has the power under the trust deed to enter into these Terms and Conditions;
 - (iv) the trustee will not retire as trustee of the trust or appoint any new or additional trustee without advising Saddingtons in writing;
 - (v) the Applicant must give Saddingtons a copy of the trust deed upon request.
- (c) If the Applicant is a partnership, all partners will enter into a guarantee and indemnity with Saddingtons in relation to their obligations to Saddingtons upon request.

ACCOUNT APPLICATION CHECKLIST

To ensure prompt processing of your application, you must **COMPLETE ALL SECTIONS** of the form.

- Have you completed **ALL** business details on page 2?
- Have you completed the amount of Credit you require?
- Have you provided details of Trade References? We cannot obtain references from Kennards, CSR/Readymix, Coates Hire, Stratco, Rovers, Lear & Smith, Hudsons, Tradelink & Sika.
- Have you read **ALL** Terms and Conditions applicable to Trading Accounts with PW Saddington & Sons Pty Ltd?
- Have all applicant details been included on Page 3?
- Have all applicant details been witnessed by someone other than the applicants. Documentation cannot be witnessed by ANY employee of Saddingtons?
- Have you completed **ALL DETAILS** in relation to the personal guarantees? All guarantees must be witnessed by someone other than the applicant.

Documentation cannot be witnessed by ANY employee of Saddingtons

THE ORIGINAL FORM IS REQUIRED TO BE RETURNED FOR THIS APPLICATION TO BE PROCESSED.