



Etra Pty Ltd as trustee for PF Formation Trust
ABN 62 113 814 256

SAND & CONCRETE
1774 Wisemans Ferry Road
MAROOKA NSW 2756
Accounts Phone: 02 4566 8308
Accounts Fax: 02 4566 8349

**** CREDIT APPLICATION ****

DATE:.....
COMPANY NAME:.....A.B.N:.....
TRADING NAME:.....CONTACT:.....
ADDRESS:.....P/CODE

POSTAL ADDRESS:..... P/CODE

PHONE (BUSINESS):.....MOBILE:.....AFTER HOURS.....

EMAIL ADDRESS:.....

FAX NO:.....MONTHLY CREDIT REQUESTED:.....

OWNERSHIP: (please circle) SOLE TRADER / PARTNERSHIP / PTY.LTD CO.

DATE BUSINESS COMMENCED:.....VALUE OF EQUIPMENT:.....

VALUE OF PROPERTY:.....PREVIOUS SUPPLIER:.....

TRADING BANK:.....BRANCH:.....A/C NO:.....

PARTICULARS OF DIRECTOR, PARTNERS OR PROPRIETORS (as applicable):-

<u>NAME</u>	<u>PRIVATE ADDRESS</u>	<u>DOB</u>	<u>LIC. No</u>
1).....
2).....
3).....

TRADE REFERENCES

1)..... PHONE..... FAX

2)..... PHONE..... FAX

3)..... PHONE..... FAX

4)..... PHONE..... FAX

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 "Seller" shall mean Etra Pty Ltd as trustee for PF Formation Trust and include its employees and agents.
- 1.2 "Buyer" shall mean and include the person or company named herein as applying for a credit account/facility and any servant, agent, partner, contractor or employee of that person or company and in the case of two or more persons shall refer to each of them jointly and severally.
- 1.3 Any notice in writing required to be given to or by the Seller under these terms or pursuant to any agreement between the Buyer and the Seller shall be deemed to be duly given if posted by ordinary pre-paid mail to the address of the addresses as set out herein.
- 1.4 Where herein words importing the singular number or plural number shall include plural number and singular number respectively.

2. GENERAL

- 2.1 All orders placed by a Buyer will be subject to these Terms and Conditions of sale unless otherwise expressly agreed to in writing by the Seller.
- 2.2 The Buyer waives any terms and conditions of purchase which are inconsistent with Terms and Conditions of Sale.
- 2.3 The Buyer agrees that all contracts made with the Seller shall be deemed to be made in the State of New South Wales and the Buyer agrees to submit to the jurisdiction of the appropriate Court in that State.
- 2.4 Any variation or cancellation of order(s) must be approved in writing by the Seller.

3. PRICING

- 3.1 All sales are made at the ruling price of the Seller at the time of delivery, unless otherwise agreed in writing.

4. LIABILITY

- 4.1 The Seller shall not be liable for any claim, loss or expense whatsoever or howsoever arising which is made after the expiration of 14 days from the date of delivery.
- 4.2 The Seller will not be subject to any liability which exceeds the replacement value of the subject goods. The Seller will not be liable for any contingent consequential or punitive damages arising in any way whatsoever. The Buyer acknowledges this express limitation of liability and agrees to limit any claim accordingly.
- 4.3 The Seller shall not be liable for any claim, loss or expense sustained or incurred by any person arising in any way as a result of the unavailability of goods or any delay in delivery of the goods or any part thereof or any failure to deliver the goods or part thereof.
- 4.4 Any advice, recommendation, information or representation provided by the Seller as to the quality or performance of the goods or their suitability for a particular purpose or otherwise in relation to the goods is given in good faith but without any liability or responsibility on the part of the Seller. The Buyer acknowledges that it has not relied upon or been induced by any representation by or of the Seller.
- 4.5 The Buyer agrees that this credit account/facility is not transferable or assignable and that the Buyer and any Guarantors executing the Application for Credit or Deed of Guarantee and Indemnity, at all times remain liable to the Seller pursuant to these Terms and Conditions of Sale, unless the Seller expressly acknowledges in writing that the Seller has released the Buyer or any one or more of the Guarantors as the case may be, from any liability incurred on the granting of future credit.

5. PAYMENT

- 5.1 Unless otherwise agreed in writing, all prices are strictly net and the Buyer shall make payment such that it is received by the Seller within thirty (30) days after the month of delivery.
- 5.2 If payment is not made in accordance with the above terms, the Buyer agrees that the Seller shall in its sole discretion be entitled to:
- demand immediate payment of all amounts invoiced at that time.
 - require the payment of cash upon delivery of any further products.
 - charge default interest at the rate of 1.5% per month calculated on a daily basis on any and all moneys due but unpaid. Such interest will be computed from the due date of payment.
 - cease supply of further products.
 - recover all damages, expenses and costs of collection, including, but not limited to all legal costs and disbursements (on a solicitor/client basis) and the payment of a management fee or otherwise for such collection at a rate not exceeding 20% of any moneys due but unpaid, in addition to all other remedies the Seller shall have at law.

- 5.3 The Buyer acknowledges that the Seller has the right at any time to vary the terms and conditions of sale and the Buyer agrees to be bound by such varied terms in respect of any transaction(s) entered into after the date of such varied terms being notified to the Buyer by the Seller in writing.

6. **PROPERTY AND RISK**

- 6.1 Property in the goods will remain with the Seller until the price of those goods has been paid in full.
- 6.2 The risk in the goods will transfer to the Buyer upon delivery to the Buyer or his agent or a carrier nominated by the Buyer.
- 6.3 The Buyer may effect sale of the goods or part thereof in the usual course of business upon the following conditions:
- that the Buyer holds all proceeds of sale relating to the Seller's goods on trust for the Seller.
 - that the Buyer agrees (if required) to assign to the Seller any rights to any outstanding moneys relating to the sale or disposal of the Seller's goods.
- 6.4 If the Seller's written demand for payment is unsatisfied then the Seller will be entitled to forthwith enter the premises owned or occupied by the Buyer to recover any goods which are the property of the Seller and which the Seller reasonably believes to be on such premises.

7. **DELIVERY**

- 7.1 The Buyer shall be responsible for the cost and insurance of any delivery. If the Seller is requested to arrange for the delivery of goods beyond its usual business premises, the Buyer shall pay all delivery charges (including any insurance charges associated with such delivery) stipulated by the Seller.
- 7.2 The Buyer shall provide reasonable and proper access to the site specified for delivery.
- 7.3 Where for any reason the time necessarily spent by the Seller in attempting to or effecting delivery exceeds 30 minutes on site the Buyer agrees to pay the excess of this waiting time at the ruling rate.
- 7.4 The Buyer shall be responsible for any damage whatsoever or howsoever caused in the course of delivery once the vehicle leaves the kerbside to deliver to the site and shall indemnify the Seller in relation to every claim whatsoever which arises in relation thereto.
- 7.5 The Buyer authorises the Seller to subcontract delivery in its absolute discretion.
- 7.6 The Seller may unilaterally delay or suspend any delivery for any period or cancel any agreement for sale without any liability whatsoever.

8. **RETURNS**

- 8.1 Goods will only be accepted for return if authorised by a representative of the Seller prior to the return.

9. **TERMINATION**

- 9.1 If the Buyer:
- fails to comply with any of these conditions; or
 - being an individual commits any act of bankruptcy, or as a corporation passes a resolution for winding up or liquidation; or
 - enters into any composition or arrangement with creditors or if a receiver or manager is appointed for any property or assets; or
 - becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, the Seller may in addition to exercising any of its rights against the Buyer, suspend any further deliveries and immediately recover possession of any products not paid for in full and sell them.

