

APPLICATION FOR COMMERCIAL CREDIT ACCOUNT

The Applicant named below applies for a credit account with Darley Aluminium Trading Pty Ltd (ABN 14 076 364 657) on the terms below:

INDIVIDUAL/PARTNERSHIP/COMPANY INFORMATION

FULL LEGAL NAME: _____

TRADING AS: _____

A.C.N or A.B.N: _____ (the "Customer" "I/We")

DATE BUSINESS INCORPORATION: _____

NATURE OF BUSINESS: _____

TRADING ADDRESS: _____

STATE: _____ POSTCODE: _____

DELIVERY ADDRESS: _____

STATE: _____ POSTCODE: _____

POSTAL ADDRESS: _____

STATE: _____ POSTCODE: _____

TELEPHONE: _____ FAX: _____

REGISTERED OFFICE (if company): _____

BUSINESS CONDUCTED AS (Please tick):

 Sole Trader Private Company Public Company

 Partnership Trust

 OTHER (Please specify): _____

ACCOUNTS PAYABLE CONTACT:

FULL NAME: _____ POSITION: _____

EMAIL: _____

CREDIT REQUESTED (monthly): \$ _____

TRADING TERMS REQUESTED:

 Net 7 days Net 14 days Net 30 days 30 days end of month

BANKER'S NAME: _____ BANK ACCOUNT NUMBER: _____

BRANCH & ADDRESS: _____

_____ POSTCODE: _____

 8 Tyrone Place,
Erskine Park **NSW** 2759
Ph:(02) 8887 2888 Fax:(02) 9834 3244

 29 Access Avenue,
Yatala **QLD** 4207
Ph:(07) 3287 1888 Fax:(07) 3287 2088

 36 Armstrong Road,
Hope Valley **WA** 6165
Ph:(08) 9437 2999 Fax:(08) 9437 1024

 10 Bridge Road,
Keysborough **VIC** 3173
Ph:(03) 9238 3888 Fax:(03) 9768 7288

Extruders, distributors and wholesalers of commercial and domestic aluminium sections. ABN 14 076 364 657

www.darleyaluminium.com.au

Application for Credit Account

FULL NAMES & ADDRESSES OF SOLE TRADER, DIRECTORS or PARTNERS

1 FULL NAME:

DRIVER LICENCE NO.

EXPIRY DATE

HOME ADDRESS:

RENTED / OWNED

2 FULL NAME:

DRIVER LICENCE NO.

EXPIRY DATE

HOME ADDRESS:

RENTED / OWNED

3 FULL NAME:

DRIVER LICENCE NO.

EXPIRY DATE

HOME ADDRESS:

RENTED / OWNED

CREDIT REFERENCES

NB: must be major trading accounts; If new business, personal credit references may be substituted.

1) NAME:

PHONE:

FAX:

CONTACT PERSON (if applicable)

2) NAME:

PHONE:

FAX:

CONTACT PERSON (if applicable)

3) NAME:

PHONE:

FAX:

CONTACT PERSON (if applicable)

4) NAME:

PHONE:

FAX:

CONTACT PERSON (if applicable)

CREDIT TERMS & CONDITIONS (“Credit Terms”)

1. I/We make an application for a credit account with Darley Aluminum Trading Pty Ltd ABN 14 076 364 657 (“Darley”) and agree to pay all amounts in full that are due to Darley from time to time promptly and in accordance with its standard additional Conditions of Sale and being not later than the agreed trading terms of invoice or on such terms as Darley may otherwise notify in writing.
2. I/We agree to allow Darley to obtain information on my/our credit standing from whatever source Darley deems appropriate, including any credit reference agency *.
3. I/We agree that Darley may give to and seek from any credit provider named in these Credit Terms information about my/our credit worthiness, credit standing, credit history, or credit capacity that providers are allowed to give or receive from each other under that Privacy Act, 1988. I/we understand the information may be used for the following purposes:
 - (a) to assess an application by me/us
 - (b) to notify other credit providers of default by me/us
 - (c) to exchange information with other credit providers as to the status of the account where I am/we are in default with other credit providers
 - (d) to assess my/our credit worthiness.
4. I/We agree that the additional Conditions of Sale attached to this application form part of these Credit Terms and will govern all transactions between Darley and me/us and the terms and conditions of sale referred to on any other forms that may be used by me/us will not apply.
5. I/We agree:
 - (a) that I/we have been provided with a copy of Darley’s additional Conditions of Sale;
 - (b) that I/we had the opportunity to read the additional Conditions of Sale; and
 - (c) to be bound by the additional Conditions of Sale attached to this form.
6. Where the Customer is a corporation the personal guarantees of its directors are required and approval of this application for credit account is conditional upon their satisfactory provision.
7. The Customer authorises Darley to provide its opinion with respect to the Customer’s credit standing with Darley to further credit providers of the Customer.
8. Change in Control: The customer must advise Darley in writing no later than 14 days before a change in effective control of the customer or of any change or alteration of any particulars contained in this application this includes but not limited to change of ownership or legal entity. Darley is to review the application and in its sole discretion change any aspect of the credit account. Any change in ownership or legal entity must also be accompanied by fully completed new commercial credit application. If the customer continues to use the current commercial credit account, the customer is bound by these terms and conditions until Darley is notified of the change.
9. Supply: Darley reserves the right to suspend or discontinue the supply of goods to the customers without being obliged to give any reason for its actions.

I certify that I am authorised to sign this form for and on behalf of the Customer and that the information given above is correct.

Signature of Customer _____ Position _____

Print Name _____ Date _____

Signature of Witness _____

Print Name _____ Date _____

* NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY

Under Section 18E(8) of the Privacy Act, 1988, Darley is allowed to give credit agency personal information about the Customer’s credit application which includes:

1. The fact that the Customer has applied for credit and the amount.
2. The fact that Darley is a current credit provider to the Customer.
3. Payments which become overdue more than 7 days and for which collection action has commenced.
4. Advice that payments are no longer overdue.
5. Cheques drawn by the Customer which have been dishonoured more than once.
6. In specified circumstances, that in the opinion of Darley, the Customer has committed a serious credit infringement.
7. That credit provided to the Customer has been paid or otherwise discharged.
8. Identity particulars –the Customer’s name, address, sex, date or birth, current address, two immediately previous addresses, current or last known employer and driver’s license number.

Application for Credit Account

PERSONAL GUARANTEES BY DIRECTORS

In consideration of Darley Aluminium Trading Pty Ltd approving and accepting this Application for a Credit Account by the Customer, we, the persons named below as Guarantors, hereby jointly and severally guarantee to Darley the due and punctual payment by the Customer of all moneys owing or payable by the Customer to Darley and the due performance and observance by the Customer of the Terms and Conditions set out above and of the Additional Conditions of Sale attached.

Guarantee

The liability of any Guarantor of the Customer shall not be impaired or affected by:

- a. The granting of time or any other indulgence to the Customer or any other guarantor whether in respect of the payment of the moneys or otherwise,
- b. The Customer, if a natural person, becoming or being declared bankrupt or entering into any composition or arrangement with his creditors or assigning his Estate to any part thereof for the benefit of his creditors or becoming of unsound mind or dying.
- c. The absence of notice to the Guarantor of the granting of any further accommodation to the Customer after the date hereof.
- d. This Guarantee shall be a continuing guarantee and shall not be discharged or released by any payment made by the Customer or any other guarantor which is thereafter avoided by statute or otherwise for any reason whatsoever.

First Guarantor

FULL NAME: _____

ADDRESS: _____

LICENCE NO: _____ DATE OF BIRTH: _____

SIGNATURE: _____ DATE: _____

NAME OF WITNESS: _____

ADDRESS OF WITNESS: _____

SIGNATURE OF WITNESS: _____ DATE: _____

Second Guarantor

FULL NAME: _____

ADDRESS: _____

LICENCE NO: _____ DATE OF BIRTH: _____

SIGNATURE: _____ DATE: _____

NAME OF WITNESS: _____

ADDRESS OF WITNESS: _____

SIGNATURE OF WITNESS: _____ DATE: _____

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- a. The granting of time or any other indulgence to the Customer or any other guarantor whether in respect of the payment of the moneys or otherwise,
- b. The Customer, if a natural person, becoming or being declared bankrupt or entering into any composition or arrangement with his creditors or assigning his Estate to any part thereof for the benefit of his creditors or becoming of unsound mind or dying.
- c. The absence of notice to the Guarantor of the granting of any further accommodation to the Customer after the date hereof.
- d. This Guarantee shall be a continuing guarantee and shall not be discharged or released by any payment made by the Customer or any other guarantor which is thereafter avoided by statute or otherwise for any reason whatsoever.

Third Guarantor

FULL NAME: _____

ADDRESS: _____

LICENCE NO: _____

DATE OF BIRTH: _____

SIGNATURE: _____

DATE: _____

NAME OF WITNESS: _____

ADDRESS OF WITNESS: _____

SIGNATURE OF WITNESS: _____

DATE: _____

Fourth Guarantor

FULL NAME: _____

ADDRESS: _____

LICENCE NO: _____

DATE OF BIRTH: _____

SIGNATURE: _____

DATE: _____

NAME OF WITNESS: _____

ADDRESS OF WITNESS: _____

SIGNATURE OF WITNESS: _____

DATE: _____

Application for Credit Account

Conditions of Sale

These terms and conditions of sale (“Conditions of Sale”) apply to all orders for the supply and sale of aluminium extrusions and related mesh and hardware products (“Goods”) and associated services to the Customer by Darley Aluminium Trading Pty Ltd ABN 14 076 364 657 (“Darley”) unless otherwise agreed to in writing by Darley.

1. Order for Goods

- a. An order given by the Customer is binding on Darley and the Customer, if:
 - i. a written acceptance is signed for or on behalf of Darley; or
 - ii. the Goods are supplied by Darley in accordance with the order.
- b. An acceptance of the order by Darley is then to be an acceptance of these Conditions of Sale by Darley and the Customer and these Conditions of Sale will override any conditions contained in the Customer’s order. Darley reserves the right to accept a part only of any order by notifying the Customer in writing or by delivering the Goods to the Customer. No order is binding on Darley until accepted by it.
- c. An order which has been accepted in whole or in part by Darley cannot be cancelled by the Customer without obtaining the prior written approval of Darley, which it may refuse in its absolute discretion.

2. Risk

- a. Risk in the Goods will pass to the Customer on the earlier of the following:
 - i. when the Goods are delivered to the Customer’s address as specified on the order form or other nominated address as agreed to in writing between the parties (the “Delivery”); or
 - ii. the passing of title in the Goods to the Customer in accordance with clause 6 below.

3. Delivery

- a. The times quoted for Delivery are estimates only and Darley accepts no liability for failure or delay in delivery of Goods. The Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in delivery. Goods may be delivered by instalments at the discretion of Darley.

4. Price and Payment

- a. The Customer must pay the list price for the Goods as charged by Darley at the date of delivery or such other purchase price as may be agreed by Darley and the Customer prior to the delivery of the Goods and all costs of delivery, handling and storage charges, goods and services tax arising out of the sale of the Goods to Darley.
- b. All payments are due in full not later than 30 days from end of month of invoice or on such terms as Darley may otherwise notify in writing. Interest is charged on all overdue balances at the daily interest rate of 0.07232% until the date payment is received in full by Darley. All monies payable by the Customer to Darley are to be paid at the address designated by Darley.
- c. The Customer agrees that Darley is entitled to recover all costs and expenses that may be incurred by Darley or its agents in relation to collecting any overdue debts and enforcing Darley’s rights to retain title to the goods supplied in accordance with the terms specified in these Conditions of Sale.
- d. The Customer acknowledges and agrees that Darley will recover from the Customer any bank charges and/or other collection fees incurred by Darley in the event that a cheque given by the Customer to Darley is dishonoured on presentation.
- e. If the Customer is in default and payment is not received by Darley by the due date specified in clause 4b, then Darley may in addition to clause 4(b):
 - i. at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights;
 - ii. cancel the Customer’s credit limit and require all future orders by the Customer to be on a COD basis;
 - iii. refuse to supply any other orders until such time as the default is rectified; and
 - iv. cancel all back orders.
- f. Darley is entitled to vary or revoke any credit terms granted to the customer at its discretion, without prejudice to any of its prior rights or obligations; and apply any amounts it receives from the Customer towards amounts owing to Darley in such order as Darley chooses.
- g. All amounts payable by the Customer under these Conditions of Sale must be paid without set-off or counter claim of any kind.

5. Returns

- a. Subject to breach of a consumer guarantee and the Australian Consumer Law, specially manufactured Goods are non-returnable;

b. Return of Goods will not be accepted by Darley except by prior agreement in writing with Darley and no such claim for Goods returned will be accepted, if at the request of Darley, the Customer cannot supply a proof of delivery confirming receipt by Darley.

c. Any Goods returned after 30 days of delivery are subject to a 10% administration charge.

6. Retention of Title

a. Ownership, title and property in the Goods remain with Darley and will not pass to the Customer until payment in full for the Goods and all monies due and owing by the Customer to Darley on any account has been made. Until the date of payment; the Customer has the right to sell the Goods in the ordinary course of business. Until the Goods have been sold by the Customer in the ordinary course of the Customer's business, the Customer holds the Goods as bailee for Darley and must store the Goods separately and mark them so that they are clearly and easily identifiable as Darley's property and, at Darley's request, inform Darley of the location of the Goods.

The Goods are always at the risk of the Customer;

b. The Customer is deemed to be in default immediately upon the happening of any of the events:

i. if any payment to Darley is not made promptly before or by the due date for payment;

ii. if the Customer ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque or bill of exchange drawn by the Customer payable to Darley is dishonoured;

c. In the event of a default by the Customer, then without prejudice to any other rights which Darley may have at law or under these Conditions of Sale:

i. Darley or its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Goods;

ii. Darley may recover and resell the Goods;

d. In the event that the Customer uses the Goods in some manufacturing or construction process of its own or some third party, the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for Darley. Such part will be an amount equal in dollar terms to the amount owing by the Customer to Darley at the time of the receipt of such proceeds.

e. To the full extent permitted by law, the Customer indemnifies Darley against any claim arising out of the possession, use or disposal of the Goods by the Customer or repossession or attempted repossession by Darley;

f. The Customer hereby grants a licence to Darley, its servants or agents to enter any premises of the Customer upon which the Goods are situated during normal business hours to inspect the Goods and retake possession of the same should the purchase price of the Goods not be paid in full by the due date, and the Customer acknowledges that such access shall be full, free and unhindered and shall not constitute a trespass.

7. Liability

a. The liability of Darley in respect of a breach of a consumer guarantee or any warranty whether implied or otherwise made under these Conditions of Sale is limited to, to the extent permissible by law and at the option of Darley, in relation to the Goods:

i. the replacement of the Goods or the supply of equivalent goods;

ii. the repair of the Goods;

b. Any claims to be made against Darley for short delivery of Goods must be lodged with Darley in writing within 7 days of the delivery date.

c. To the extent permissible by law, all other warranties whether implied or otherwise, not set out in these Conditions of Sale are excluded and Darley is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Customer for:

i. any increased costs or expenses;

ii. any loss of profit, revenue, business, contracts or anticipated savings;

iii. any loss or expense resulting from a claim by a third party; or

iv. any special, indirect or consequential loss or damage of any nature whatsoever caused by Darley's failure to complete or delay in completing the order to deliver the Goods.

8. Application of the Personal Properties and Securities Act 2009 (PPSA)

a. Defined terms in this clause have the same meaning as given to them in the PPSA.

b. The parties acknowledge that these Conditions of Sale constitute a Security Agreement and gives rise to a Purchase Money Security Interest (PMSI) in favour of Darley as Secured Party over the Goods supplied or to be supplied to the Customer as Grantor pursuant to these Conditions of Sale.

c. The Goods supplied or to be supplied under these Conditions of Sale fall within the PPSA classification(s) of "Other Goods" acquired by the Customer pursuant to these Conditions of Sale.

d. The parties acknowledge and agree that Darley is entitled to register its interest in the Goods supplied or to be supplied to the Customer as Grantor under these Conditions of Sale on the PPSA Register as Collateral.

- e. To the extent permissible at law, the Customer:
- i. waives its right to receive notification of any verification of the registration (Verification Statement) or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer, as Grantor, to Darley;
- ii. agrees to indemnify Darley on demand for all costs and expenses, including legal costs and expenses on a solicitor/client basis, associated with the;
- iii. registration or amendment or discharge of any Financing Statement registered by or on behalf of Darley; and
- iv. enforcement or attempted enforcement of any Security Interest granted to Darley by the Customer.
- v. agrees that nothing in sections 130 to 143 of the PPSA will apply to these Conditions of Sale or the Security under these Conditions of Sale;
- vi. agrees to waive its right to do any of the following under the PPSA:
 - A) receive notice of removal of an Accession under section 95;
 - B) receive notice of an intention to seize Collateral under section 123;
 - C) object to the purchase of the Collateral by the Secured Party under section 129;
 - D) receive notice of disposal of Collateral under section 130;
 - E) receive a Statement of Account if there is no disposal under section 132(4);
 - F) receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged;
 - G) receive notice of retention of Collateral under section 135;
 - H) redeem the Collateral under section 142; and
 - I) reinstate the Security Agreement under section 143.
- f. To the maximum extent permitted by law, the Customer and Darley agree that the following provisions of the PPSA do not apply to the enforcement by Darley of its security interest in the Goods: (sections 118, 121(4) 125.)
- g. The Customer and Darley agree not to disclose information of the kind mentioned in s 275(1) of the PPSA except in circumstances required by sections 275(7)(b) to (e) of the PPSA.
- h. The Customer must promptly do anything required by Darley to assist Darley in ensuring its security interest is a perfected security interest and has priority over all other security interests in the Goods.
- i. Nothing in this clause 8 is limited by any other provisions of these Conditions of Sale or any other agreement between the Customer and Darley.

9. Personal Information and privacy arrangements

Darley may collect personal information in connection with its dealings with the Customer. Darley may send the Customer information unless the Customer notifies Darley that it does not want to be on a distribution list. The Customer acknowledges and consents to Darley collecting, disclosing and using personal information in the manner and for the purposes of enabling Darley to better provide and market its facilities, products and services to the Customer, and to otherwise fulfil its legal obligations.

10. Indemnity

The Customer will indemnify Darley from and against any liability and any loss or damage Darley may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Conditions of Trade by the Customer or its representatives.

11. General

These Conditions of Sale are to be construed in accordance with the laws from time to time in the State of New South Wales and the Commonwealth of Australia.

12. Alteration to conditions

Darley may at any time from time to time, alter these Terms and Conditions by providing notice to the customer by letter, fax or email.

13. Darley’s failure to enforce any of these terms and conditions shall not be constructed as a waiver of any of Darley’s rights.

Signature

Position

Name

Date