



Paint Industries Pty Ltd

61 Lionel Street, Naval Base WA 6159

ABN 78 008 753 839

Form # 26 (Issued 16/9/2013)

N:/Forms

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Ph: 9437 1488

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**COMMERCIAL CREDIT APPLICATION FORM**

**Applicants Details ( Please complete in Full)**

COMPANY NAME : \_\_\_\_\_ ABN OR ACN NO \_\_\_\_\_

OR TRADING AS : \_\_\_\_\_ Email : \_\_\_\_\_

OPERATING ADDRESS : \_\_\_\_\_ Ph : \_\_\_\_\_

\_\_\_\_\_ WA \_\_\_\_\_ Fax : \_\_\_\_\_

Contact Names : 1. \_\_\_\_\_ Email : \_\_\_\_\_

: 2. \_\_\_\_\_ Email : \_\_\_\_\_

POSTAL ADDRESS FOR ACCOUNTS PAYABLE : \_\_\_\_\_

EMAIL ADDRESS FOR ACCOUNTS PAYABLE : \_\_\_\_\_

ACCOUNT PAYABLE CONTACT NAME & PHONE NO : \_\_\_\_\_

NATURE OF BUSINESS : \_\_\_\_\_

**FULL NAME AND ADDRESS OF DIRECTORS/PARTNERS/PROPRIETORS :**

1. NAME : \_\_\_\_\_ PHONE NO : \_\_\_\_\_

\_\_\_\_\_ MOBILE NO : \_\_\_\_\_

2. NAME : \_\_\_\_\_ PHONE NO : \_\_\_\_\_

\_\_\_\_\_ MOBILE NO : \_\_\_\_\_

3. NAME : \_\_\_\_\_ PHONE NO : \_\_\_\_\_

\_\_\_\_\_ MOBILE NO : \_\_\_\_\_

**COMMERCIAL TRADE REFERENCES : -**

1. \_\_\_\_\_ Contact Name : \_\_\_\_\_ Ph : \_\_\_\_\_

2. \_\_\_\_\_ Contact Name : \_\_\_\_\_ Ph : \_\_\_\_\_

3. \_\_\_\_\_ Contact Name : \_\_\_\_\_ Ph : \_\_\_\_\_

PLEASE STATE MONTHLY AMOUNT OF CREDIT REQUIRED : \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS OF CREDIT ACCOUNTS**

1. I/We understand acknowledge that normal trading terms are strictly 30days and that payment is due the end of the following month in which invoices or charges are debited to the account.
2. I/We undertake to pay all accounts on or before the due date and acknowledge that, should payment become overdue credit may be suspended until the account is brought within trading terms and interest may be charged on the overdue portion of the account.
3. I/We understand and acknowledge that title to the goods delivered shall not pass to the buyer until payment is received in full.
4. I/We understand and acknowledge that in the event of non-payment of a specified amount, the goods described in that account remain liable to repossession by the vendor, and by acceptance of these conditions, allows the vendor , or their agents, the right to enter the premises and remove the said goods.
5. I/We understand and acknowledge the **Paint Industries Pty Ltd** reserves the right to refuse to accept credit for any goods which may be returned for Credit more than **(7) Seven Days** after the invoice for such goods.
6. I/We acknowledge and understand that **Paint Industries Pty Ltd** may enquire of the Commercial trade references provided by me/us and we hereby authorises such enquiry.

As the authorized Company Officer or Business Proprietor/Partner, I/We acknowledge, confirm and accept the General Terms and Conditions of this Credit account, items 1 – 6 and certify that I/We are authorised to complete this Credit Application and that the information provided is true and correct.

Name : \_\_\_\_\_ Signature \_\_\_\_\_

Title : \_\_\_\_\_ Date \_\_\_\_\_

The above information is for the purpose of obtaining credit and is warranted to be true and correct.

**TERMS OF TRADING & CONDITIONS OF PAYMENT** - Full payment must be received by the Credit grantor not later than **30 days** from End of Month.

I, \_\_\_\_\_

on behalf of (Company Name) \_\_\_\_\_

being duly authorised to apply for credit from Paint Industries Pty Ltd, do agree to the terms as set out above. It is also agreed to pay interest at the current commercial rate on all overdue accounts. In the event of this credit account ever being placed in the hands of a debt collector or solicitor for formal demand and collection of any monies outstanding, that this company/firm (If Nominee Co., directors do jointly and severally agree to guarantee any amount owing and will pay all costs as follows) will pay all fees and disbursements which may be levied by that debt collector/solicitor.

Signed \_\_\_\_\_ Name \_\_\_\_\_

Position in Co/Firm \_\_\_\_\_ Date \_\_\_\_\_

Witnessed By : -

Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

**FOR OFFICE USE ONLY**

Application Issued By : \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Credit Approved : \_\_\_\_\_/month Date \_\_\_/\_\_\_/\_\_\_

Discount : Topdek \_\_\_\_\_ Industrial \_\_\_\_\_ Other \_\_\_\_\_

Account Opened \_\_\_\_\_ A/C Code \_\_\_\_\_

Letter Sent \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

# Paint Industries Pty Ltd

ABN 78 008 753 839

## GENERAL TERMS, CONDITIONS & SECURITY AGREEMENT OF SALE.

Paint Industries Pty Ltd (ABN 7 008 753 839)

These terms and conditions of supply apply to customers (Customer) of Paint Industries Pty Ltd. By placing an order with Paint Industries the Customer is deemed to have accepted these terms and conditions and that these terms and conditions (together with the terms and conditions in any quotation) override any other terms and conditions including any purchase order provided by the Customer.

Goods means Paint and Paint related products/items for such goods ordered by the Customer from Paint Industries Pty Ltd.

### 1. QUOTATIONS AND ORDERS

1.1 Quotations are based on the cost of materials available at the time of quotation and Paint Industries Pty Ltd has the right to make any necessary adjustments and correct any errors.

1.2 Any order by the Customer is subject to Paint Industries Pty Ltd acceptance and Paint Industries Pty Ltd may decline an order. Paint Industries Pty Ltd reserves the right to supply an order in full or only in part. All orders made by the Customer must be made in a manner approved by Paint Industries Pty Ltd and are able to be cancelled only with the agreement of Paint Industries Pty Ltd. If Paint Industries Pty Ltd agrees to the cancellation of an order, Paint Industries Pty Ltd will issue an invoice to the Customer for all costs of any work completed prior to the cancellation.

### 2. VARIATIONS

If the Customer varies the order after receipt of an invoice, quotation or order placement, Paint Industries Pty Ltd reserves the right to vary the price and present an additional invoice for any extra amount caused by the variation.

### 3. PAYMENT

3.1 All payments are cash on delivery, unless otherwise agreed in writing.

3.2 Subject to approval and/or minimum monthly purchases, if the Customer wishes to make payment on a credit basis, the Customer must complete an Application for 30 Day Credit Form, including an authority for Paint Industries Pty Ltd to seek credit information concerning the Customer. Terms and conditions of credit-based payment by the Customer are subject to change by notice in writing by Paint Industries Pty Ltd. If a credit account is approved, payment must be made by the Customer within 30 days from the end of the month of invoice.

3.3 Payment will not be deemed to be made until Paint Industries Pty Ltd is in receipt of the full purchase price (including any amount of GST, any amounts caused by a variation to the order and costs of delivery, freight and insurance) in cleared funds.

3.4 The Customer must not offset any amount owed to the Customer by Paint Industries Pty Ltd against any amount owed by the Customer to Paint Industries Pty Ltd.

3.5 If payment in full is not made in accordance with these terms and conditions, the following will apply:

- (a) Interest of 15% per annum, calculated daily, will be charged on all amounts unpaid from the due date until payment is made;
- (b) All deliveries that have not been made, including deliveries of Goods ordered separately from the Goods to which the unpaid amount relates, will be suspended until the full amount payable, including GST and interest, is paid in full;
- (c) Paint Industries Pty Ltd may terminate any contracts in relation to any undelivered Goods, or impose additional conditions of payment before delivery in relation to those undelivered Goods;
- (d) Any credit arrangements may be terminated;
- (e) Legal proceedings may be instituted for the recovery of the Goods or the unpaid amount and costs of such recovery; and
- (f) Paint Industries Pty Ltd may exercise its rights pursuant to clause 7.

3.6 In the event of any dispute of any of the costs or charges by Paint Industries Pty Ltd, the Customer must make full payment of the invoice price.

### 4. DELIVERY AND RISK

4.1 Delivery shall be made by Paint Industries Pty Ltd at the Customer's expense to the Customer's premises or in accordance with Customer's instruction by such transport at Paint Industries Pty Ltd discretion.

4.2 Risk shall pass to the Customer on delivery of the Goods notwithstanding that property shall remain with Paint Industries Pty Ltd until those goods are paid for.

4.3 Insurance against all risks whatsoever shall be maintained by the Customer from delivery.

4.4 Additional Costs incurred from excessive delays or extra labour to unload will be charged to the Customer's account. Urgent deliveries may be subject to additional delivery charges. Urgent deliveries for products vary and delivery of such will be determined by Paint Industries Pty Ltd.

4.6 Time and dates of delivery are estimates only and subject to the availability of the Goods and Paint Industries Pty Ltd shall not be liable to the customer for any delays in delivery.

### 5. CLAIMS

5.1 Any claim by a Customer for under quantity, delivery of damaged Goods or non-delivery must be made within 7 days of receipt of the Goods by the Customer. The Customer must supply the order number, invoice number and receipt number (if applicable) and all details relating to the claim. If the claim is for damaged goods, the Goods must also be supplied to Paint Industries Pty Ltd.

5.2 Liability for any claim against Paint Industries Pty Ltd is limited, at Paint Industries Pty Ltd sole option, to:

- (a) resupplying the Goods;
- (b) providing payment for the cost of resupplying the Goods; or
- (c) repairing the Goods.

### 6. Intellectual Property Rights.

The Customer acknowledges that all intellectual property rights and all copyright in any works, made or created by Paint Industries Pty Ltd.

### 7. PROPERTY IN GOODS.

7.1 Property in the Goods does not pass from Paint Industries Pty Ltd to the Customer until payment in full for the Goods and all monies owing by the Customer to Paint Industries Pty Ltd on any account whatsoever has been made in accordance with these terms and conditions.

7.2 The Customer is responsible for the Goods until title passes to the Customer or the Goods are repossessed and the Customer may be liable to Paint Industries Pty Ltd for any loss or damage to the Goods. Until payment has been made in full and property passes in accordance with 7.1.

7.3 Bailee and Storage: The Customer shall hold all Goods as bailee and as a fiduciary of Paint Industries Pty Ltd and shall securely store same separately from the Customer's other goods so as to clearly identify the Goods as Paint Industries Pty Ltd.

7.4 Disposal of Goods: The Customer is authorised to sell the Goods but shall hold the book debt and the proceeds of sale on trust for Paint Industries Pty Ltd and shall account to Paint Industries Pty Ltd for any overdue amount from the proceeds thereof, and the Customer, acknowledges that Paint Industries Pty Ltd may collect the book debt arising from such sale as Paint Industries Pty Ltd remains the beneficial owner of the book debt at all times.

7.5 Repossession of Goods: The Customer's right to possession of the Goods shall cease if the Customer:

- (a) fails to make payments of any outstanding amount due to Paint Industries Pty Ltd;
- (b) commits an act of bankruptcy or is declared insolvent or, if a company, the Customer does or omits to do anything which entitles the Customer or any person to appoint an external administrator pursuant to any Part of Chapter 5 of the Corporation Law; or
- (c) enters into some arrangement or assignment for the benefit of creditors;

7.6 Paint Industries Pty Ltd shall be entitled to require the Customer to return all unpaid Goods failing which the Customer grants to Paint Industries Pty Ltd an irrevocable licence to enter the Customer's premises (or the premises of any associated companies or agents where the Goods are stored) to repossess any Goods in accordance with this clause 7 without being liable for trespass or any resulting damage.

7.7 If either Paint Industries Pty Ltd reclaims the Goods, or the Goods remain undelivered, Paint Industries Pty Ltd may sell the Goods to a third party. The Customer remains liable for any difference between the amount received by Paint Industries Pty Ltd the third party and the amount unpaid by the Customer.

#### **8. PERSONAL PROPERTIES SECURITIES ACT 2009 ('PPSA')**

8.1 The terms 'Debtor', 'Financing Change Statement', 'Financing Statement', 'Grantor', 'Proceeds', 'Secured Party', 'Security Agreement' and 'Security Interest' have the meanings given in the PPSA.

8.2 'Collateral' has the meaning given in the PPSA and in particular for the purpose of these terms and conditions, any of the Goods that are not used predominantly for personal, domestic or household purposes to which the Security Interest has attached;

8.3 The Customer acknowledges and agrees that these terms and conditions constitute a Security Agreement that covers the Collateral for the purposes of the PPSA and it is agreed that;

(a) Paint Industries Pty Ltd holds (as Secured Party) a Security Interest over all of the present and after acquired Goods supplied by Paint Industries Pty Ltd to the Customer and any Proceeds of the sale of those Goods (Collateral);

(b) any purchase by the Customer on credit terms from Paint Industries Pty Ltd or retention of title supply pursuant to clause 7 hereof will constitute a purchase money security interest as defined under section 14 of the PPSA ('PMS');

(c) the PMSI will continue to apply to any goods coming into existence or proceeds of sale of goods coming into existence;

(d) Paint Industries Pty Ltd will continue to hold a Security Interest in the Goods in accordance with and subject to the PPSA, notwithstanding that the Goods may be processed, commingled or become an accession with other goods;

(e) any Paint Industries Pty Ltd Interest will be a continuing and subsisting interest in the Collateral with priority to the fullest extent permitted by law over all registered or unregistered Security Interests;

(f) until title in the Goods pass to the Customer, it will keep all goods supplied by Paint Industries Pty Ltd free and ensure all such goods are kept free of any charge, lien Security Interest and not otherwise deal with the Goods in a way that will or may prejudice any rights of Paint Industries Pty Ltd under these terms and conditions or the PPSA; and

(g) in addition to any other rights under these terms and conditions or otherwise arising, Paint Industries Pty Ltd may exercise any and all remedies afforded to it as a Secured Party under Chapter 4 of the PPSA including, without limitation, entry into any building or premises owned, occupied or used by the Customer, to search for an seize, dispose of or retain those goods in respect to which the Customer has granted a Security Interest to Paint Industries Pty Ltd.

8.4 The Customer undertakes to:

(a) sign any further documents and provide such information which Paint Industries Pty Ltd may reasonably require to register, amend or update a Financing Statement or Financing Change Statement in relation to a Security Interest on the PPSA Register;

(b) indemnify and upon demand reimburse Paint Industries Pty Ltd for all expenses incurred

In registering a Financing Statement or Financing Change Statement on the PPSA Register or releasing any Security Interests;

(c) not register or permit to be registered a Financing Change Statement in any Collateral without the prior written consent of Paint Industries Pty Ltd; and

(d) provide Paint Industries Pty Ltd not less than seven days prior written notice of any proposed change in the Customer's name, address, contact numbers, business practice or such other change in the Customer's details registered on the PPSA Register to enable Paint Industries Pty Ltd to register a Financing Change Statement if required.

8.4 Paint Industries Pty Ltd and the Customer agree that sections 95 (notice of removal of accession), 96 (when a person with an interest in the whole may retain an accession) and 125 (obligation to dispose of or retain Collateral) and 132(3)(d) (contents of statement of account after disposal) and 132(4) (statement of account if no disposal) of the PPSA do not apply to the Security Agreement created under these terms and conditions.

8.5 The Customer waives its rights to receive notices under sections 95 (notice of removal of accession), 118 (enforcing Security Interests in accordance with land law decisions), to the extent that it allows a Secured Party to give a notice to the Grantor, 121(4) (enforcement of liquid assets-notice to Grantor), 130 (notice of disposal), to the extent that it requires the Secured Party to give a notice to the Grantor, 132(3)(d) (contents of statement of account after disposal), 132(4) (statement of account if no disposal) and 135 (notice of retention of the PPSA.

8.6 The Customer waives its rights as a Grantor and/or Debtor under sections 142 (redemption of Collateral) and 143 (reinstatement of Security Agreement) of the PPSA.

8.7 Unless otherwise agreed in writing by Paint Industries Pty Ltd, the Customer waives its rights to receive a verification statement in accordance with section 157 of the PPSA.

8.8 The Customer shall unconditionally ratify any actions taken by Paint Industries Pty Ltd under the clause 8.

8.9 This clause 8 will survive the termination of these terms and conditions to the extent permitted by law.

#### **9. LIEN**

Paint Industries Pty Ltd is entitled to claim a general Lien on all goods belonging to the Customer for all amounts owing to Paint Industries Pty Ltd by the customer.

#### **10. WARRANTY AND DAMAGES**

10.1 Standard Warranty imposed by statute law only applies with all other conditions, warranties and representations on the part of Paint Industries Pty Ltd are expressly excluded.

10.2 Damages for the breach of any warranty shall be limited to replacement or repair of the Goods or the cost of the Goods only, at Paint Industries Pty Ltd discretion, and shall not extend to any consequential damages whatsoever.

10.3 Defective Raw Materials.

Paint Industries Pty Ltd products are manufactured from raw materials which have been purchased from external suppliers to appropriate specification and which are expected to display the chemical properties embodied in the material specification and accepts no responsibility for any breach of that material specification. Paint Industries Pty Ltd will use reasonable endeavours to assist the Customer with any claim against the supplier of that material pursuant to any manufacturer's warranty provided by or imposed on the supplier.

10.4 Paint Industries Pty Ltd is not liable to the Customer or any third party for any loss, damage or cost (including legal costs) except as provided in clause 7.2, whether direct, indirect or consequential, arising from:

(a) the manufacture or delivery of any of the Goods;

(b) any failure to manufacture or deliver any of the Goods;

(c) late completion of the order or late delivery; or

(d) the repossession or sale of any of the Goods and Customer releases Paint Industries Pty Ltd from any such claim.

10.5 The Customer indemnifies Paint Industries Pty Ltd and continues to indemnify Paint Industries Pty Ltd from and against any claims from third parties in respect of all cost, suits, actions, damages and losses (whether direct or indirect, consequential or not) arising out of any of the following:

(a) The manufacture or delivery of any of the Goods;

(b) any failure to manufacture or deliver any of the Goods;

(c) late completion of the order or late delivery;

(d) the repossession or sale of any of the Goods.

#### **11. GENERAL**

11.1 Each clause in these terms and conditions must be read down to the extent necessary to be valid. If a clause cannot be read down to that extent, it must be severed.

11.2 Any waiver of any clause of these terms and conditions is only valid if made in writing and signed by the relevant party.

11.3 Paint Industries Pty Ltd has the right to vary/alter any changes to these terms, conditions and security agreement by providing 30 days written notice to you.

11.4 The governing law of these terms and conditions is the law of Australia.

#### **12. PRIVACY**

12.1 In order to obtain a credit account, Paint Industries Pty Ltd will collect personal information from the Customer. Paint Industries Pty Ltd uses this personal information in accordance with the Privacy Act 1988 (Cth).

12.2 The personal information you have disclosed in your application for credit with Paint Industries Pty Ltd will only be disclosed to the credit referees nominated by you and to our credit rating agency. For further information regarding the privacy of your application please contact the Accounts Officer.

#### **13. DISCLAIMER**

13.1 The Customer acknowledges that the information contained in any promotional material, brochures, and specifications or on its website is provided by Paint Industries Pty Ltd in good faith and is not to be relied upon as being complete, accurate, or up to date. Such information is subject to change by Paint Industries Pty Ltd at any time without notice.

13.2 Subject to any terms implied by law which cannot be excluded, Paint Industries Pty Ltd accepts no responsibility for any loss, damage, cost or expense (whether direct or indirect) incurred by the Customer as a result of any error, omission or representation in any information contained in such information or on its Website.

13.3 Paint Industries Pty Ltd is not responsible for the content or the accuracy of any information of any site accessed from its website (including without limitation sites linked through advertisements or through any search engine). The content of any site accessed from its website is the responsibility of the owner of that site. For the avoidance of doubt, unless otherwise specified, a link from its website to another site should not be construed as an endorsement by Paint Industries Pty Ltd of that site or any of its products and services offered.

13.4 Paint Industries Pty Ltd does not accept any responsibility of liability for any claims arising out of your use of these links or of the descriptions of information contained on such sites.

# Paint Industries Pty Ltd

ABN 78 008 753 839

FORM 26A (Issued 21/03/2014)

P.O Box 83  
NORTH FREMANTLE: 6159  
61 Lionel Street  
Naval Base WA 6165  
T: (08) 9437 1488 F: (08) 940 2395  
Email: [sales@paintwa.com.au](mailto:sales@paintwa.com.au)  
Web: [www.paintwa.com.au](http://www.paintwa.com.au)

## TO BE COMPLETED BY THE APPLICANT:

Trading Name \_\_\_\_\_

Account Number \_\_\_\_\_

I/We acknowledge and give consent that the Company may make enquiries as to the credit and financial situation of me or any of us and further consent to the use if any information obtained as a result of those enquiries, including information disclosed in the Credit Application, as the company reasonably sees fit from time to time, for purposes including but not limited to;

- . Passing the information on to a credit reporting agency,
- . Passing the information on to a debt collector,
- . Obtaining further personal information, including consumer and/or credit information, relating to me or any of us from another body for any use reasonably connected with provision of credit or the collection of debt subject to the provisions of the Privacy Act 1988.

I/We have read, understood and agree to the above mention terms and conditions and have been advised, and given the opportunity, to seek independent legal advice.

I/We warrant by signature/s below that the information given in support of this application is true and correct.

In the event that the Customer is an incorporated entity, the person/s signing this agreement warrants that they are authorised to sign on behalf of the Customer and to bind the Customer in contract.

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_