

Head Office: 2 Star Crescent Hallam 3803
Tel: (03) 8796 9800 Fax: (03) 9796 5325



BOSS
BUILDING SUPPLIES

Branch: 25 London Drive Bayswater 3153
Tel: (03) 9761 0007 Fax: (03) 9761 0337

Boss Plaster Products (Aust) Pty Ltd (A.B.N. 26 007 152 981) t/as Boss Building Supplies

CREDIT APPLICATION CHECKLIST

Thank you for enquiring about obtaining a credit account with Boss Building Supplies.

To enable your application to be dealt with promptly, please ensure the following sections are complete in it's entirety before returning.

- Applicant Information — company name, contact details etc (page 1)
- Trade References x 3 — phone and fax details of 3 companies you currently have a credit account with (page 1)
- Details and Execution of Applicant & Witness — name, address, drivers license etc (page 1)
- Deed of Guarantee & Indemnity Signed and Witnessed - (page 2)

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Web: www.bossbuildingsupplies.com.au

CREDIT APPLICATION

APPLICANT		
Trading/Business Name:		
Company:		
ABN:	PTY LTD Partnership Sole Trader (please circle)	
ACN:	Credit limit requested \$	
Trading Address:		Post Code:
Office PH:	Fax:	Mobile:
Accounts Contact:	PH:	FAX:
Accounts Email:		
FINANCIAL DETAILS		
BANK:	BRANCH:	PH:
TRADE REFERENCES		
Trade Ref # 1:	PH:	FAX:
Trade Ref # 2:	PH:	FAX:
Trade Ref # 3:	PH:	FAX:
<u>The Applicant acknowledges as follows:-</u>		
<p><i><u>Duty of Disclosure:</u> The Applicant is not aware of any information, notice or court proceedings that may lead to bankruptcy, appointment of an administrator, controller or managing controller, receiver manager or liquidator. The Applicant does not intend to enter into any scheme arrangement with creditors either formally through a court or otherwise. None of the Directors, partners or proprietors has been a director of a company placed in liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1966 (as amended).</i></p> <p><i><u>Privacy Act:</u> Pursuant to the Privacy Act 1988, the Applicant authorises Boss Plaster Products (Aust) Pty Ltd to obtain the Applicant's personal and commercial credit information and use such information (which may include provision of the information to third parties for a related purpose) for the purpose of assessing this application for credit and the operation of the account (if approved by Boss Plaster Products (Aust) Pty Ltd).</i></p> <p><i><u>Signatures:</u> The person/s signing this application are authorised to do so. The Applicant signs this application without undue pressure or duress.</i></p>		
<u>DIRECTOR / PARTNER / INDIVIDUAL DETAILS and ACCEPTANCE OF TERMS & CONDITIONS OF SUPPLY</u>		
Full Name:		Signature:
Address:		Phone:
Date of Birth:		Drivers License #
Full Name of Witness:		Signature:
Address of Witness:		
DETAILS AND EXECUTION OF ALL PERSONAL APPLICANTS		
Full Name:		Signature:
Address:		Phone:
Date of Birth:		Drivers License #
Full Name of Witness:		Signature:
Address of Witness:		
DETAILS AND EXECUTION OF ALL PERSONAL APPLICANTS		
Full Name:		Signature:
Address:		Phone:
Date of Birth:		Drivers License #
Full Name of Witness:		Signature:
Address of Witness:		



CREDIT APPLICATION – page 2

DEED OF GUARANTEE & INDEMNITY

To BOSS PLASTER PRODUCTS (AUST) PTY. LTD.

The person/s signing this Deed of Guarantee and Indemnity (“We”, “Our” or “Us” as the case may be) HEREBY jointly and severally for Ourselves and Our respective Executors and Administrators UNCONDITIONALLY AND IRREVOCABLY GUARANTEE to Boss Plaster Products (Aust) Pty. Ltd (“You”) the due and punctual payment of all monies which are now or may at any time until We are released, owing to You by the Applicant including all costs, charges and expenses of every description which may be incurred by You in the exercise or attempted exercise of any power or remedy. WE UNDERTAKE as a separate and additional obligation under this Deed of Guarantee and Indemnity and as a principal debtor, to indemnify and to keep You indemnified against any loss that You incur as a consequence of the failure for whatever reason of the due and punctual payment by the Applicant of any monies due to You as aforesaid AND IN CONSIDERATION as aforesaid WE FURTHER AGREE that this Deed of Guarantee and Indemnity shall be a continuing guarantee and indemnity and shall not be considered as wholly or partly satisfied or discharged by the payment or liquidation at any time hereafter of any sums of money for the time being due to You as aforesaid or by any settlement of account or by any other matters or things whatsoever including a change in the terms on which You sell goods or provide services or extend credit to the Applicant, but shall extend to cover and be security for all sums of money at any time due to You by the Applicant. This guarantee and indemnity shall not be determined by the death of Us or any indulgence or waiver You may grant to the Applicant or the payment of any monies in respect of amounts owed or owing by the Applicant. WE FURTHER AGREE AND HEREBY JOINTLY AND SEVERALLY CHARGE as a separate and additional obligation under this Deed of Guarantee and Indemnity as beneficial owner all freehold and leasehold interest in land and personal property which We now have or may acquire as security for Our obligations under this Deed of Guarantee and Indemnity.

Dated this _____ Day of _____ 20_____

DETAIL AND SIGNATURES OF ALL	(PLEASE CIRCLE)	DIRECTORS	PARTNERS	PROPRIETORS
Full Name of Guarantor:	Signature of Guarantor:			
Address of Guarantor:	City:	State:	Postcode:	
Full Name of Witness:	Signature of Witness:			
Full Name of Guarantor:	Signature of Guarantor:			
Address of Guarantor:	City:	State:	Postcode:	
Full Name of Witness:	Signature of Witness:			
Full Name of Guarantor:	Signature of Guarantor:			
Address of Guarantor:	City:	State:	Postcode:	
Full Name of Witness:	Signature of Witness:			



CREDIT APPLICATION – page 3

TERMS & CONDITIONS OF SUPPLY

1 DEFINITIONS

"**Buyer**" means a person, firm or corporation seeking to acquire Goods or services from the Seller and where applicable includes the Applicant in the Credit Application and, if the Buyer consists of more than one person, each of them jointly and severally;

"**Goods**" means all goods and or materials supplied by the Seller to the Buyer;

"**GST**" means GST within the meaning of *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended;

"**Other Property**" means all present and after-acquired property of the Buyer (except the Goods) whether acquired alone or jointly as a tenant in common or as a joint tenant;

"**PPSA**" means the *Personal Property Securities Act 2009* (Cth) as amended;

"**Security Agreement**" and "**Security Interest**" have the meaning ascribed to them in the PPSA;

"**Seller**" means Boss Plaster Products (Aust) Pty Ltd ACN 007 152 981; and

"**Terms**" means these Terms & Conditions of Supply.

2 GENERAL

2.1 All orders placed by the Buyer will be subject to these Terms unless expressly agreed to in prior writing by the Seller.

2.2 The Buyer waives any terms and conditions of purchase which are inconsistent with these Terms.

2.3 The law applicable to these Terms is the law of the state of Victoria.

2.4 Any notice in writing required to be given under these Terms shall be deemed to be duly given if posted to the last known address of the addressee by prepaid post.

2.5 The Seller may vary these Terms provided it first gives 30 days written notice to the Buyer. Any order placed, or Goods or services supplied at the request of the Buyer, after such 30 day period, will be deemed to be the Buyer's acceptance of the varied terms.

2.6 The Seller may terminate this agreement on 30 days written notice. Any termination is without prejudice to the rights of the Seller accrued prior to such termination including the right to be paid or to recover the Goods.

3 PRICING

3.1 All Goods are sold at the Seller's ruling price at time of delivery.

3.2 Prices for the supply of Goods and or services exclude sales tax, consumption or goods and services tax, and any other taxes, duties or imposts imposed on or in relation to the Goods and or services.

3.3 The Buyer must pay GST on the Goods and or services. If prices for Goods and or services provided by the Seller do not expressly indicate that the prices include GST then the Buyer will pay the Seller the price for the Goods and or services plus GST

3.4 The Seller may apply payment by the Buyer in any manner as the Seller sees fit.

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 fourteen (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 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 Any advice, recommendation, information or representation provided by the Seller as to the quality or performance of the goods or their suitability of 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 the Seller.

4.4 Except as specifically set out herein, any term, condition or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods and/or services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.

4.5 The Seller is not liable for any indirect or consequential losses or expenses suffered by the Buyer or any third party, howsoever caused arising from the supply of the Goods and/or services, including but not limited to loss of turnover, profits, business or goodwill.

4.6 The Seller will not be liable for any loss, damage or claim suffered by the Buyer where the Seller has failed to meet any delivery date or cancels or suspends the supply of Goods (in whole or in part) or for any Goods that display a "use-by" date that are sold or distributed by the Buyer after that date.

4.7 Nothing in these Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of Goods and/or services which cannot be excluded, restricted or modified. If any of these Terms is inconsistent with State or Federal legislation, such Terms must be read down only to the extent necessary to comply with such legislation and will otherwise apply to the fullest extent legally possible.

4.8 If the Buyer is a "consumer" within the meaning of Schedule 2 of the Competition and Consumer Act 2010 (Cth) and the Goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Seller's liability for a breach of a condition, warranty or guarantee (whether express or implied) is limited to any one of the following as determined by the Seller:

(a) the replacement of the Goods or the supply of equivalent Goods; or in the case of services, supply the services again or pay the costs of having the services supplied again

(b) the payment of the cost or replacement of the Goods or of acquiring equivalent Goods.

5 PAYMENT

5.1 Payment for Goods and/or services must be made by the Buyer to the Seller on or before the thirtieth day of the month following the month in which the Goods are delivered.

5.2 If payment is not made in accordance with these Terms, the Seller shall be entitled to:-

- Require the payment of cash upon delivery or purchase of any further Goods and/or services;
- Charge default interest at the rate of 1.5% per month calculated on a daily basis on any monies due but unpaid, such interest will be computed from the due date of payment;
- Charge mercantile agency fees per scale as follows:- 18% of first \$3000, 12% of excess over \$3000 plus legal costs on an indemnity basis; and
- Cease supply of Goods

5.3 In the event of default of payment by the Buyer all debt recovery costs including legal costs on an indemnity basis and any mercantile agent costs shall be deemed to be part of the indebtedness of the Buyer to the Seller. An invoice or statement of account produced by the Seller as to any sum payable by the Buyer to the Seller shall be conclusive evidence and proof of the indebtedness of the Buyer to the Seller.

5.4 The Seller may at any time off-set any amount owed by the Buyer to the Seller from any amount owed by the Seller to the Buyer.

5.5 The Buyer agrees that no claim, allegation or request for compensation of any sort will be levied against the Seller in relation to loss or damage unless all amounts owing by the Buyer to the Seller have been paid in full.

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TERMS & CONDITIONS OF SUPPLY (continued)

6.	Passing of Property in Goods
6.1	<p>The Buyers agrees:</p> <p>(a) that these Terms constitute a Security Agreement for the purposes of the PPSA;</p> <p>(b) that these Terms create a Security Interest in all Goods (and the proceeds of the Goods) in favour of the Seller to secure the purchase price for the Goods;</p> <p>(c) that the following sections of the PPSA do not apply: 95, 118, 121(4), 125, 129(2), 129(3), 130, 132(3)(d), 132(4), 135, and to the extent section 115(7) applies, each section of Part 4.3 of the PPSA is excluded unless the Seller elects in writing to retain Part 4.3 (which the Supplier may elect to do either in whole or in part); and</p> <p>(d) to waive its right to receive notice of a verification statement in relation to registration of a Security Interest.</p>
6.2	<p>The Buyer:</p> <p>(a) further agrees that these Terms also create a Security Interest in all of the Buyer's Other Property, although such Security Interest is not intended to prevent the Buyer from transferring such Other Property in the ordinary course of the Buyer's business; and</p> <p>(b) separately charges all land and property rights owned now and in the future by the Buyer whether owned alone or jointly as a tenant in common or as a joint tenant,</p> <p>in favour of the Seller to secure payment and performance of all the Buyer's obligations under these Terms.</p>
6.3	<p>The Buyer agrees:</p> <p>(a) title and property in all Goods remain vested in the Seller and does not pass to the Buyer;</p> <p>(b) the Buyer must hold the Goods as fiduciary bailee and agent for the Seller;</p> <p>(c) the Buyer must keep the Goods separate from its own goods and maintain the labelling and packaging of the Seller;</p> <p>(d) the Buyer is required to hold the proceeds of any sale of the Goods on trust for the Seller in a separate account;</p> <p>(e) the Buyer must deliver up all Goods to the Seller immediately upon service of a written demand; and</p> <p>(f) the Seller may without notice, enter any premises where it suspects the Goods may be and remove them, notwithstanding that they may have been attached to other goods not the property of the Seller, and for this purpose the Buyer irrevocably licenses the Seller to enter such premises and also indemnifies the Seller from and against all costs, claims, demands or actions by any party arising from such action,</p> <p>until full payment in cleared funds is received by the Seller for all Goods supplied by it to the Buyer, as well as all other amounts owing to the Seller by the Buyer.</p>
6.4	The Buyer may resell the Goods in the ordinary course of its business (but may not otherwise sell or encumber the Goods) and if it does so shall receive the proceeds of resale as trustee of the Seller, to be held on trust for the Seller. The Seller shall be entitled to trace the proceeds of resale.
6.5	To assure performance of its obligations under these Terms, the Buyer hereby grants the Seller an irrevocable power of attorney to do anything the Seller considers should be done by the Buyer pursuant to these Terms. The Seller may recover from the Buyer the cost of doing anything under this clause 6, including registration fees.
7	DELIVERY
7.1	The Buyer must pay the cost of delivery of the Goods including any handling or discharge fees. The Seller shall in all cases be entitled to choose the agent and the method of transport.
7.2	The Buyer shall provide reasonable and proper access to the site specified for delivery.
7.3	The Buyer shall be responsible for any damage whatsoever of howsoever caused in the course of delivery and shall indemnify the Seller in relation to every claim, whatsoever which arises in relation thereto.
7.4	The Seller may unilaterally 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 in writing by a representative of the Seller prior to return and may be subject to a return fee at the absolute discretion of the Seller.
9	TERMINATION
9.1	The Seller may, without prejudice to any of the Seller's rights accrued prior, terminate this agreement immediately (and cease further deliveries of Goods and immediately recover possession of any Goods not paid for in full and sell them) if the Buyer
(a)	Fails to comply with any of these Terms;
(b)	Being an individual commits any act of bankruptcy, or corporation passes a resolution for winding up or liquidation;
(c)	Enters into any composition or arrangement with creditors or if a receiver or manager is appointed for any property or assets; or
(d)	Becomes liable to be wound up by reason of insolvency or anticipated insolvency or if any petition is presented for its' winding up.

OTHER INFORMATION

How did you hear about Boss Plaster Products?	
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Please return form by email to admin@bossbuildingsupplies.com.au or fax (03) 9796 5325 and please post copy of original document to

2 Star Crescent Hallam Vic 3803.