



Blacktown Timber Pty Ltd

A.B.N 28 003 135 304

6-10 Vallance Street St Marys NSW 2760 Australia

PO Box 609 St Marys NSW 1790

Ph: +61 2 9833 9788 Fax: +61 2 9833 9433

Email. accounts@bttimber.com.au Web. www.bttimber.com.au

APPLICATION FOR COMMERCIAL CREDIT AND SECURITY AGREEMENT

Commercial credit accounts are available to credit-worthy customers who expect to trade at least \$1,000.00 each month with Blacktown Timber Pty Ltd

- Do not complete this application for commercial credit unless you understand and agree to the Terms of Credit and the Terms of Sale.
- **Please note Breaching these terms can have serious legal and financial consequences for the applicant business and all its directors, partners, and proprietors.**

Terms of Credit

in the following “you” means the individual, partnership, or corporation to whom credit may be granted
“We” and “us” means Blacktown Timber Pty Ltd ABN 28 003 135 304 (and/or any related and/or associated companies, trusts and/or other entities and/or any successors and/or assigns)

By applying the credit with Blacktown Timber Pty Ltd, you agree that –

You will settle your account at 30 days. We must receive your payment by the last working day of the month after the month of invoice. Any variation must be agreed in writing.

Acceptance. A binding “security agreement (for the purposes of the Personal Property Securities Act 2009 (Cth) [“PPSA”]) which incorporates the Offer Terms [the “Security Agreement”] shall be deemed to have been formed between Blacktown Timber Pty Ltd and the Customer on and from the earliest of the following events: (i) written communication of acceptance of this Application by or on behalf of Blacktown Timber Pty Ltd; (ii) registration of the Security Agreement on the Personal Property Securities Register [“PPSR”]; or (iii) provision of credit to the Customer by Blacktown Timber Pty Ltd. The Customer ALSO AGREES that the Security Agreement creates for Blacktown Timber Pty Ltd a security interest in respect of all goods, services and/or any other property of any kind supplied by Blacktown Timber Pty Ltd to the Customer whether present or after acquired for the purposes of the PPSA [the “Security Interest”], that PPSA Sections 95, 118, 121(4), 125, 129(2), 129(3), 130, 132(3)(d), 132(4), 134, 135, 137 & 157 shall not apply to the Security Interest and that this Application may be produced by Blacktown Timber Pty Ltd at any time and from time to time as evidence of the Customer’s unconditional and irrecoverable consent to the creation of the Security Interest and registration of the Security Interest on the PPSR. The Customer AGREES that notwithstanding items 7. & 8. above Blacktown Timber Pty Ltd shall be entitled to vary its terms for the provision of credit and/or withdraw the provision of credit altogether in the exercise of Blacktown Timber Pty Ltd unfettered and absolute discretion at any time and from time to time.

You are liable for debt collection and legal costs. You must pay any dishonoured cheque fees associated with cheques received by us in payment of your account. You must pay any collection, legal or other costs we incur if your account is in default.

You will tell us if your details change. You must tell us in writing if there is any change to the details given on your commercial credit application.

We may withdraw credit at any time. We may withdraw your credit, withhold supply, or put your account on hold at any time and without prior notice.

We may assign our rights. We may assign our rights under the agreement.

We may change these terms. We may change these terms of credit if we give you written notice of the change.

This account may be closed. Your account may be closed by you or us on seven days written notice. Your account will be closed without notice if you do not use it for 12 months. You must settle any outstanding amounts at the time your account is closed.



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Terms of Sale

In the following “you” means the individual, partnership, or corporation to whom goods or services may be supplied. “We” and “us” means Blacktown Timber Pty Ltd (and/or any related and/or associated companies, trust and/or other entities and/or any successors and/or assigns).

By ordering goods or services from us, you agree that –

The price will be the price current at the time of delivery plus freight and handling unless otherwise agreed in writing. All prices quoted are strictly net of all discounts. Any sales tax, goods or services or similar government taxes, if applicable, are additional to the quoted price.

Goods are at your risk from the moment of delivery.

Warranties and representations. We make no warranties or representations about goods offered for sale other than warranties contained in these terms of sale. We warrant only that goods offered for sale will be generally similar to other goods of the same description. You accept that any particular delivery of goods may vary from goods of the same description displayed, advertised, or delivered on a different occasion.

To the fullest extent permitted by law, all terms, conditions, and warranties, statutory or otherwise, not expressly provided in these terms of sale, are excluded.

To the extent that

- any terms, condition, or warranty not expressly provided in these terms of sale cannot be excluded due to the provisions of section 68A of the Trade Practices Act 1974 or any other statute, and we breach such term, condition, or warranty, or
- you make a claim as provided below and we agree that goods were damaged or defective at the time of delivery our liability is limited to (at our option) replacing the goods or credited you with the purchase price of the goods.

Delivery. Any advice we give about the date of intended delivery is given subject to the goods ordered being available and our having the ability to effect delivery on that date.

You indemnify us and our carrier against any claim for damages resulting from the entry of the carrier’s vehicle onto the delivery site.

Claims. We will consider a claim for credit if the claim relates to

- an error on our part in delivery or invoicing or
- significant defects or damage.

You must tell us about your claim by phone within 48 hours of delivery and in writing within seven days.

We are not liable for any loss or damage you suffer as a result of our failure or delay in performing the contract due to reasons beyond our control.

Returns. Goods requested to be picked up and returned through no fault of ours will incur a restocking fee of 20% of the face value of the goods plus GST. Furthermore, a pick up fee equal to our normal delivery fee will also apply.

Warning

Timber products contain combinations of processed wood, formaldehyde resin and wax. Exposure to wood dust and formaldehyde may cause irritation to eyes, respiratory system and skin, and may cause sensitization by inhalation and skin contact (eg asthma and dermatitis). Inhalation of wood dust and formaldehyde may cause cancer.

Work and storage areas must be well ventilated and clean. Sawing and routing equipment must be fitted with dust extractors. Levels of wood dust and formaldehyde must be kept below the Exposure Standards recommend by Worksafe Australia. When handling, working or cleaning up wear protective clothing and gloves. Wash skin and clothing afterwards. A dust mask conforming with AS1715 and eye protection conforming with AS 1336 are recommended and must be worn if the levels of wood dust or formaldehyde exceed the Worksafe Australia exposure standards.



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Application for Commercial Credit

Applicant's details –

1. Trading name

2. Company name

3. ACN/business number Pty Ltd Partnership Sole trader

4. Contacts

5. Trading address

6. Contact

7. Credit Limit Requested \$ 8. Expected Monthly Purchases \$

9. Trade References

1	2
Phone	Phone
3	4
Phone	Phone

The applicant (“you”) acknowledge as follows -

Terms of Credit You have received the terms of credit which were attached to this application. You agree to the terms of credit. You agree that you will pay by the last working day of the month after the month of invoice.

Terms of Sale You have received the terms of sale which were attached to this application. You agree to the terms of sale.

Duty of disclosure You are not aware of any information, notice or court proceedings that you may lead to bankruptcy, appointment of an administrator, controller or managing controller, receiver or receiver manager or liquidator. You do not intend to enter into any scheme of 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 1996 (as amended)

Privacy Act You authorize Blacktown Timber Pty Ltd to obtain from and report to a credit reporting agency details of your personal and commercial credit information if required by Blacktown Timber Pty Ltd for the purpose of assessing this application for credit and the ongoing credit worthiness of your account.

Use of information You acknowledge and agree that information about transactions under these terms of credit may be used by us or our subsidiaries or related companies for marketing purposes.

Signatures You are authorized to make this application. You are signing this application without undue pressure or unfair tactic.

Details and signatures of all directors partners proprietors

Signed for the applicant –

Full Name	Date of Birth	Drivers Licence Attach a copy of front & back	Signature	Date signed



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Deed of guarantee and indemnity

To Blacktown Timber Pty Ltd ABN 28 003 135 304 together with its successors or assigns in law.

All directors must sign this document. If there are more than two directors, make copies of this page and attach to the application

In consideration of Blacktown Timber Pty Ltd having agreed to supply goods or services from time to time on credit to

Insert customer's name and Australian Business Number

Together with its successor or assigns in law, executors and administrators ("the customer").

The guarantor(s) set out below hereby guarantee to Blacktown Timber Pty Ltd due and punctual payment of all monies which are now payable or may in the future become payable by the customer to Blacktown Timber Pty Ltd for goods and services or both supplied from time to time by Blacktown Timber Pty Ltd to the customer ("the secured monies") and it is hereby further agreed as follows:

1. The secured monies shall include collection fees and legal costs incurred by Blacktown Timber Pty Ltd in connection with the default by the customer.
2. Blacktown Timber Pty Ltd is at liberty without notice to us at any time and without in any way discharging us from any liability hereby to grant time, waiver, release or other indulgence to the customer and to accept from the customer payment in cash, cheque, EFT or otherwise.
3. Nothing in this guarantee is binding or conditional upon Blacktown Timber Pty Ltd continuing to supply goods or services or both to the customer.
4. Blacktown Timber Pty Ltd may exercise its right under this guarantee at any time and the guarantor(s) shall pay the amount of indebtedness of the customer account to the date of any demand, forthwith upon receipt of a written demand, or its delivery to the last known address of each or all guarantor(s). It shall not be a condition precedent to the issue of any such demand that Blacktown Timber Pty Ltd shall have exercised or exhausted its legal rights against the customer.
5. The guarantors(s) hereby indemnify Blacktown Timber Pty Ltd against any losses or expenses whatsoever directly or indirectly arising from or by virtue of any default whatsoever on the part of the customer with respect to the secured monies.
6. This guarantee shall not be considered wholly or partially discharged by the payment at any time hereafter of any of the secured monies or by settlement of account and shall apply to the present and any future balance of the secured monies.
7. This guarantee shall be a continuing guarantee to Blacktown Timber Pty Ltd for all debts whatsoever and whenever contracted with the customer in respect of the goods or services or both supplied to the customer.
8. The guarantor(s) may revoke this guarantee at any time. Such revocation shall be effective only upon its delivery to the secretary of Blacktown Timber Pty Ltd at its registered address and shall become effective at the time of its actual receipt by the secretary. Such notice of revocation shall operate only to discharge the guarantor(s) from liability as to future dealings by the customer with Blacktown Timber Pty Ltd after the said date of delivery.
9. Blacktown Timber Pty Ltd shall be entitled at any time to assign its right under this guarantee to its successors, nominated transferor assigns, and further vary the terms of credit or terms of sale originally attached to this commercial credit application without notice to the guarantor(s), and this guarantee shall not be in any way affected or discharged pursuant to such assignment or variation.
10. The terms of this guarantee are binding jointly on all guarantors and severally on each guarantor and shall be effected notwithstanding that one or more of the intended co-guarantors have not executed the guarantee or that the guarantee has been held to be ineffective or unenforceable against one or more guarantors.
11. If the customer is a company, the guarantor(s) who are not directors certify that they have obtained independent commercial, financial, and legal advice.
12. The guarantor(s) agree that Blacktown Timber may seek from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for commercial credit applied for, or provided to, the customer.
13. I/We agree that if Blacktown Timber Pty Ltd approves the customer's application for commercial credit, this agreement remains in force until the commercial credit facility covered by the customer's application ceases.
14. No variation to this agreement will be accepted unless the variation has been confirmed in writing and affirmed by Blacktown Timber Pty Ltd.

Executed as a deed this _____ day of _____ year _____.

Signed by guarantor

Signed by guarantor

Signed by witness

Name

Address

Name

Address

Name

Address