

**Pinegro Products Pty Ltd ABN 72 005 531 546**

P O Box 237, Bacchus Marsh Vic 3340

Telephone No :(03)5367 3222 Fax No: (03) 5367 5288 Email:wlewis@pinegro.com.au

**APPLICATION FOR CREDIT ACCOUNT**

*Please complete applicable sections.*

<b>GENERAL – ALL APPLICANTS TO COMPLETE</b>		
Nature of Business:		Date Commenced Business:
Bank:	Branch:	Account Number:
Overdraft Facilities Used:	Yes/No	<b>Monthly Credit Required: \$</b>
Trade References:		
1. Name:		Telephone No:
Address:		Fax No:
2. Name:		Telephone No:
Address:		Fax No:
3. Name:		Telephone Number:
Address:		Fax No:
<b>COMPANY</b>		
Trading Name:		(The Applicant)
Registered Name:		ABN:
Date Registered: ...../...../.....	Registered Office:	
Business Address:		Postcode:
Postal Address:		Postcode:
Telephone No:	Facsimile No:	
Email:		
Directors Details:		
1. Name		
Residential Address:		
2. Name		
Residential Address:		
<b>PARTNERSHIP</b>		
Trading Name:		(The Applicant)
Place of Business & Suburb:		Post Code:
Telephone No:	Facsimile No:	
Email:		
Partner Details:		
1. Name		
Residential Address:		
2. Name		
Residential Address:		
<b>INDIVIDUAL/SOLE TRADER</b>		
Trading Name:		(The Applicant)
Individual Name:		
Place of Business & Suburb:		Post Code:
Telephone No:	Facsimile No:	
Residential Address: Home: <input type="checkbox"/>	Rented: <input type="checkbox"/>	Owned: <input type="checkbox"/>
Mortgage (Approximate Equity \$.....)		

**TERMS & CONDITIONS**

1. All goods and services supplied by Pinegro Products Pty Ltd ("Pinegro") to the Applicant on credit during any calendar month shall be paid for in full by the Applicant within thirty (30) days following the date of the invoice..
  2. Pinegro reserves the right to charge interest at prevailing bank overdraft rates on accounts not paid by the due date. Interest will be calculated each month and added to the balance due.
  3. Claims for credit will not be recognised unless made within seven (7) days of delivery. Goods will not be accepted for return unless prior arrangements have been made with a manager of Pinegro.
  4. In the event that this application for credit is approved, it is agreed unconditionally that such credit is extended to the applicant and that the said applicant will be responsible for any debt incurred under this agreement. This application will continue notwithstanding any change in the constitution of the Partnership/Trust/Company comprised in this application until the application to reflect the changed situation has been accepted by Pinegro.
  5. Should there be any variation to any of the information supplied by the applicant in this application, or in the structure of the Applicant's business, Pinegro shall forthwith be notified in writing. Unless notification of such variation or change is given and acknowledged by Pinegro in writing, the original Applicant and those guarantors who signed the original application shall remain liable to Pinegro as though any goods or services supplied by Pinegro were supplied to the original Applicant.
  6. Pinegro may withdraw credit facilities at any time without notice.
  7. (i) Risk in the goods shall pass to the Applicant upon the sooner of the happening of:
    - (a) delivery of the goods to the delivery destination; or
    - (b) loading of the goods on an outside carrier vehicle or the applicant's carrier.
 (ii) Property and ownership in the goods supplied by Pinegro to the Applicant will not pass to the applicant until all goods the subject of this Contract and all other goods supplied on similar terms by Pinegro to the Applicant (the "Current Account Goods") have been paid for in full.
    - (b) Until property and ownership in the Current Account Goods passes from the Company to the applicant:
      - (i) the Applicant shall keep them separately identified and stored in such manner as to show clearly that they are the property of Pinegro; and
      - (ii) the Applicant as a fiduciary for Pinegro may sell them in the ordinary course of its business and shall account to Pinegro for the proceeds.
    - (c) In the event that the Applicant defaults in payment of the purchase price in accordance with the terms of this Contract, or in the event that this Contract terminates in accordance with these terms and conditions for whatsoever reason, Pinegro and its employees or agents shall have the right to enter upon the Applicant's premises or any other premises where the goods are known to be stored to repossess the goods and for this purpose the Applicant shall grant all reasonable access rights. Upon repossession of the goods by Pinegro, but not until then, the risk in the goods shall revert to Pinegro.
  8. (i) If the Applicant:
    - (a) fails to make any payment due under this Contract or commits any other breach of any of the Applicant's obligations under this Contract;
    - (b) is unable or deemed to be unable to pay its debts as and when the fall due;
    - (c) suffers execution against it, or a Mortgagee or agent of a Mortgagee enters into possession of all or any part of the property of the Applicant;
    - (d) commits an act of bankruptcy;
    - (e) makes any composition or arrangements with Creditors; or
    - (f) being a company, passes a resolution for winding up or has a receiver or manager appointed over any of its property or has a winding up petition presented against it,
 Pinegro (in addition to any other remedies hereby or by any statute conferred) may at its option treat this Contract as terminated and any part of the purchase price then unpaid whether or not payable under the terms of this Contract shall forthwith become due and payable and such termination shall be without prejudice to any claim or rights Pinegro may possess.
 (ii) In the event that the Applicant, being a company, passes any resolution or takes any step, or any step is taken by a chargee of all or nearly all of the property of Pinegro, in connection with the appointment of an Administrator, this Contract shall automatically terminate and any part of the purchase price then unpaid whether or not payable under the terms of this Contract shall forthwith become due and payable and such termination shall be without prejudice to any claim or rights Pinegro may possess.
 (iii) For avoidance of doubt the Applicant's right, in the ordinary course of its business in a fiduciary capacity for Pinegro, to sell the goods ceases automatically upon the termination of this Contract.
 (iv) Subject to any restriction imposed by law, if any event described in Clause 8 (ii) occurs, Pinegro shall be deemed for the purposes of the Corporations Law to have entered possession, assumed control or exercised a power in relation to goods supplied under this Contract.
 (v) (a) In the event that Pinegro repossesses the goods the Applicant's liability to Pinegro shall be reduced according to the value of the goods which are repossessed but such reduction cannot be utilised by the Applicant until the value of the repossessed goods is established in accordance with the following sub-clauses and until the value is so established the Applicant shall be liable to Pinegro without reduction in respect of the repossessed goods.
    - (b) In the three month period following repossession of the goods, Pinegro shall exercise reasonable endeavours to sell all or part of the goods for a reasonable price in all of the circumstances.
    - (c) The value of the repossessed goods shall be calculated by reference to the price paid for all or part of the goods sold at any sale achieved within three (3) months of the date of repossession of those goods by Pinegro, but if there are any goods unsold after that three (3) month period then there shall be no reduction in the Applicant's liability as a consequence of the repossession of those goods.
9. If any clause of these Terms of any part thereof shall be determined invalid, unlawful or unenforceable to any extent or so that the agreement requires registration then such clause or offending portion thereof shall be read down as far as necessary to avoid such determination or necessity for registration, failing which it shall be severed from the body of these Terms and the remaining part or clause shall continue to be valid and enforceable to the full extent permitted by law.
10. The Applicant agrees that Pinegro may give to and seek from any credit providers named in this Credit application and any credit providers that may be named in a Credit Report issued by a Credit Reporting Agency, information about this credit arrangement. The Applicant understands that this information can include any information about the Applicant's creditworthiness, credit standing, credit history, or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act specifically agree that Pinegro Products Pty Ltd may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988). If Pinegro considers it relevant to assessing my/our application for commercial credit, I/we agree to Pinegro obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Pinegro. Exchanging information with other Credit Providers (Section 18N(1)(b) Privacy Act 1988. W/We agree to Pinegro obtaining personal information about me/us from other credit providers, whose names I/we may have provided to Pinegro or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit. The Applicant understands that the information may be used for the following purposes:
  - (i) To assess this application for credit.
  - (ii) To notify other credit providers of a default by the Applicant.
  - (iii) To exchange information with other credit providers as to the status of this credit request.
  - (iv) To assess the Applicant's credit worthiness.

I/We hereby warrant that the information provided on this form is true and correct in every respect.

Signature:

Name:

Capacity:

(Director/Secretary/Etc) Date:

Signature:

Name:

Capacity:

(Director/Secretary/Etc) Date: