

**A.T.W. INDUSTRIES PTY LTD
T/AS ALL TIMBER WINDOWS & DOORS
68 Frankston Gardens Dve
Carrum Downs, VIC 3201**

ABN 92006632426

Telephone: (03) 9770 8207

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Email: sales@alltimberwindows.com.au

**COMMERCIAL CREDIT APPLICATION
& SUPPLY AGREEMENT**

TO: ATW INDUSTRIES PTY LTD T/AS ALL TIMBER WINDOWS & DOORS

We _____

Of _____ P'Code _____

(Hereinafter called "the Customer") hereby request that it be allowed credit in respect of payment for such goods as may be sold and delivered and services provided to it at its request and not to require immediate payment upon delivery of goods or the provision of such services and in consideration of doing so and in order to induce, in discretion, to grant such credit facilities to it and IT REPRESENTS AND WARRANTS that the particulars set out below are true and correct and in every particular it agrees with you as in hereinafter set out and it accepts the terms and conditions upon which it may supply goods and services as set out herein.

PARTICULARS OF APPLICATION

To be completed by the Customer.

1. TRADING NAME _____

Postal Address _____

_____ P'Code _____

Business Phone () _____ A.H. () _____

Business Fax () _____ ABN _____

Business Premises

Owned/Rented

Nature of business: _____

A. COMPANIES

Company Name: _____ A.C.N: _____

Postal Address: _____ A.B.N. _____

Registered Office: _____

Full names and addresses of Directors and Guarantors.

1. _____ D.O.B. _____

Name Address

2. _____ D.O.B. _____

Name Address

3. _____ D.O.B. _____

Name Address

TO BE COMPLETED BY ALL CUSTOMERS

NAME OF TRADING BANK: _____ BRANCH _____

TRADING BANK ACCOUNT NAME: _____ ACCOUNT NO. _____

ESTIMATED MONTHLY PURCHASES: \$ _____

GUARANTORS REAL ESTATE

Address: _____ Volume _____ Folio _____

Address: _____ Volume _____ Folio _____

TRADE REFERENCES (Major suppliers)

1. NAME _____ ADDRESS _____

PH NO. _____ FAX NO. _____

2. NAME _____ ADDRESS _____

PH NO. _____ FAX NO. _____

3. NAME _____ ADDRESS _____

PH NO. _____ FAX NO. _____

TERMS AND CONDITIONS OF CREDIT

These are the terms and conditions upon which A.T.W. INDUSTRIES PTY LTD may supply goods and services to an accepted credit account customer.

1. All goods and services supplied by the Supplier to the Customer during any calendar month must be paid for in full by the Customer on or before the Supplier last trading day in the following month (the due date).
2. A monthly billing cycle will apply. During each month the Supplier will render to the Customer a statement of account in respect of the preceding month.
3. The Supplier reserves the right at all times to suspend or discontinue the supply of goods and services to the Customer without being obliged to give any reason for its action.
4. The Customer hereby agrees to indemnify the Supplier for all legal cost and fees in respect to such charge and caveat.
5. Title to the goods remains vested in the Supplier until all sums due to the Supplier by the Customer have been paid in full. If the Customer fails to pay the Supplier for the goods by the due date for payment, the Customer agrees to deliver the goods to the Supplier upon demand and consents to the Supplier entering upon any premises occupied by the Customer for the purpose of taking possession of the goods.
6. All warranties whether expressed or implied and whether statutory or otherwise with regard to goods as to quality, fitness for purpose or any other matters are hereby excluded except insofar as such warranties are incapable of exclusion at law. The liability of the Supplier shall be limited to the rectification of any faulty workmanship or the replacement of any faulty goods where such goods are sold with a warranty by the manufacturer and the supplier accepts no responsibility or liability whatsoever in contract, tort or otherwise for any consequential loss, injury, damages or expense suffered or incurred directly or indirectly by the Customer or any employee, agent or customer of the Customer or any other person handling or using the goods.
7. Where the supply of goods by the Supplier is subject to GST, the Supplier shall provide a Tax Invoice to the Customer and the Customer shall pay to the Supplier the amount payable for the goods plus the applicable GST.

PRIVACY ACT 1988

1. The Customer and Guarantor(s) are informed that personal information (including an option) relating to the Customer and Guarantor might be disclosed by A.T.W. INDUSTRIES PTY LTD to a credit reporting agency.
2. The Customer and Guarantor agrees;
 - (a) to A.T.W. INDUSTRIES PTY LTD obtaining from a business which provides information about the commercial credit worthiness of persons information concerning my commercial activities or commercial credit worthiness and using that information for the purposes of assessing this application.
 - (b) To any credit reporting agency giving to A.T.W. INDUSTRIES PTY LTD a credit provider any credit report or record or information that has any bearing on the credit worthiness, credit standing, credit history or credit capacity of the Customer and Guarantor for any of the following purposes:
 - (i) to assess an application by the Customer or Guarantor for credit.
 - (ii) to notify other credit providers of a default by the Customer or Guarantor.
 - (iii) to exchange information with other credit providers as to the status of the account where I am in default with another creditor provider.
 - (iv) to assess the credit worthiness of the Customer and Guarantor at any time.

FOR COMPANY ACCOUNTS

PERSONAL GUARANTEE AND EQUITABLE CHARGE

TO: A.T.W. INDUSTRIES PTY LTD

Customer _____

Guarantors (FULL NAMES)

1. _____ 2. _____

3. _____

Should the Application for Credit be approved in favour of the Customer whose name appears hereon, then we, the signatories to this document ("the Guarantors") HEREBY GUARANTEE to you the Supplier the due and punctual payment and performance by the Customer of all its obligations and other liabilities in respect to all the contracts entered into with you and in addition, we agree, undertake and acknowledge to be bound by the terms and conditions of credit herein and further that we the Guarantors of the Customer hereby agree that this Guarantee shall be a continuing one in favour of the Supplier in respect to all debts, losses, payments, damages and other expenses to which the Supplier is entitled and that each signatory hereto shall be jointly and severally liable for such payments and other obligations. To better secure our financial obligations to you, we hereby charge all our estate and interest in the Guarantor's real estate described above.

DATED

200

Signed by the Guarantor in the presence of:

Guarantor's Signature

Adult Witness Signature
Name of Witness (please print)

Signed by the Guarantor in the presence of:

Guarantor's Signature

Adult Witness Signature
Name of Witness (please print)

Signed by the Guarantor in the presence of:

Guarantor's Signature

Adult Witness Signature
Name of Witness (please print)

The Customer and Guarantor hereby agree to the above and to be bound by all the Company's terms and conditions as set out above and it is expressly agreed and acknowledged that such terms and conditions have been read and fully understood.

SIGNATURE: _____

SIGNATURE: _____

SIGNATURE: _____

DATE: _____