



Oak Moore Pty Ltd T/as EGR
A.B.N. 13 056 159 570

84 Evans Road, Salisbury Brisbane Queensland 4107 Australia.
Postal Address: P.O. Box 171 Salisbury Old 4107 Australia.
Telephone (07) 3277 7999 Facsimile (07) 3274 2958.

“APPLICATION FOR CREDIT ACCOUNT”

*Details of Customer:

*Company Name:			
*Trading Name:		*A.B.N.	
*Postal Address:			
*Business Address:			

<u>Contacts:</u>	<u>Buyer:</u>	<u>Accounts Payable:</u>	<u>Financial Controller:</u>
*Name:			
*Telephone Number:			
*Facsimile Number:			
*E-mail			
*Business Structure: Company: <input type="checkbox"/> Partnership: <input type="checkbox"/> Sole Trader: <input type="checkbox"/> <i>If the Business is a Trustee, state the name & type of Trust (e.g. Discretionary, Unit, or Family).....</i>			
*Expected purchases per month	\$	*Requested Credit Limit:\$	\$

*Names and Addresses of Proprietors/Partners/Directors:

Name:	Name:
Address:	Address:
Position:	Position:

*Business details:

*Nature of Business:	*Commenced:
*Premises:	Owned: <input type="checkbox"/> Leased: <input type="checkbox"/> How long at this address?
*Capital: \$	Authorised: \$ Paid-up: \$
*Name of parent company:	Shareholding %
*Name(s) of associated companies:	

*Bank Details:

*Bank:	*Branch:
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*Trade References:

(1)		Telephone No.	()
		Fax No.	()
(2)		Telephone No.	()
		Fax No.	()
(3)		Telephone No.	()
		Fax No.	()



Directors Guarantee.

Customer Name: _____

To be completed for all Proprietary Limited companies with paid up capital of less than the amount of credit being applied for with EGR.

In consideration of EGR agreeing to provide the “Customer” with goods on credit, I/we the director(s) as shown below hereby irrevocably agree that:

- A. I/we shall be answerable and responsible to EGR for the due payment by the “Customer” for such goods as you may from time to time supply to the company.
- B. This agreement shall be a continuing guarantee to EGR for all debts whatsoever and whenever contracted by the “Customer”, with EGR in respect of goods to be supplied to the “Customer”.
- C. EGR is to be at liberty without notice to me/us at any time, and without in anyway discharging me/us from liability hereunder to grant time or other indulgence to the “Customer” and to accept payment from it in cash or by means of negotiable instruments and to treat me/us in all respects as though I/we were jointly and severally liable with the company to EGR instead of being merely surety for it.
- D. I/we shall indemnify and keep you indemnified against all losses, damages, costs, charges and expenses which may be incurred by EGR as a result of any default by the “Customer”.
- E. I/we will immediately notify EGR in writing of any change to the information supplied on this form. I/we will be responsible for due payment of all debts on the account until acceptance by EGR of such information.

Director Name: (In full).			
Home Address:		Post Code:	
Director’s Signature:		Date:	
<i>Witness Name & Address:</i>			
Witness Signature:		Date:	
Director Name: (In full).			
Home Address:		Post Code:	
Director’s Signature:		Date:	
<i>Witness Name & Address:</i>			
Witness Signature:		Date:	
Director Name: (In full).			
Home Address:		Post Code:	
Director’s Signature:		Date:	
<i>Witness Name & Address:</i>			
Witness Signature:		Date:	



To be completed by all Customers.

Customer Name: _____

I/we hereby request EGR to open a charge account and authorise EGR to debit the account with the cost of goods manufactured at the applicable rates and in accordance with EGR’s Terms And Conditions of Sale below. This account is not transferable. I/we undertake to pay all such debits on or before the due date as shown on the statement of account. If such payment is not made, EGR may withdraw the credit facility forthwith. EGR is hereby authorised to verify the information supplied on this application form and to freely discuss with others all the information pertaining to my/our financial affairs. I have read and understood the Terms And Conditions of Sale and I have the authority to sign this application.

Signature of authorised person:		Date:	
Name of authorised person:			
Position of authorised person: (Eg: Director, General Manager, and Company Secretary).			

Company Seal:		Date:	
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“Terms And Conditions of Sale”

1 DEFINITIONS:

1.1- In these terms and conditions: “Company” means Oakmoore Pty Ltd ABN 13 056 159 570 trading as EGR.
“Conditions” means the terms and conditions of sale and supply set out in this document as amended by the Company from time to time.
“Confirmation” means the Company’s written acceptance of an Order.
“Customer” means a person to whom the Company supplies Goods or Services.
“Customer Supplied Goods” means any goods of the Customer delivered by the Customer to the Company for the purposes of any services to be provided by the Company to the Customer and includes fixtures, tools, and other tooling items.
“Customer Specifications” means any specifications or requirements of the Customer as to the description, design, materials and dimensions of any Goods.
“Force Majeure” means any act of God, war, governmental restraint, industrial dispute or other event not within the control of the Company, acting reasonably.
“Goods” means any goods requested by the Customer in an Order.
“GST” means the tax payable on taxable supplies under GST Legislation.
“GST Legislation” means the *A New Tax System (Goods & Services Tax) Act 1999* (as amended) and any related Act imposing such tax or legislation that is enacted to validate recapture or recoup such tax.
“Order” means any written order placed by a person for the sale and supply of Goods or Services by the Company.
“Quotation” means a quotation given in writing by the Company to any person but does not include a verbal quotation given by any officer or employee of the Company unless and until that verbal quotation is confirmed by the Company in writing.
“Services” means any services requested by the Customer in an Order and includes any services in connection with Customer Supplied Goods and Customer Specifications.
These Conditions constitute the terms and conditions upon which the Company will supply Goods or Services to the Customer and take precedence over any terms and conditions that may be contained in any Order, Quotation or in any other documents notwithstanding any statement by the Customer in its documents that its terms and conditions shall prevail over these Conditions and supersede any terms and conditions of sale previously issued by the Company. Any variation of these Conditions must be in writing and signed by the Company and the Customer.

2 QUOTATIONS:

2.1- No Quotation given by the Company to any Customer shall constitute an offer to sell Goods to the Customer.
2.2- Any Quotation made or given by the Company may be withdrawn or varied by the Company at any time prior to the acceptance by the Company of an Order in accordance with clause

2.3- Quotations will be valid for thirty days from the date specified in the Quotation and shall not have any force or effect upon expiration.

3 ORDERS:

3.1- Each Order placed by the Customer, verbal or otherwise constitutes an offer by the Customer to acquire Goods from the Company upon and subject to these Conditions.

4 PRICE:

4.1-The price of Goods or Services shall be the price charged by the Company as at the date of delivery of the Goods or completion of the Services. Unless already included within the price of any Goods or Services, the Company reserves the right to add to the price of any Goods or Services:

- (a) Any additional cost incurred by the Company as a result of a variation to Customer Specifications or the specifications or quantities contained in any Order; and
- (b) Any amount which the Company is required to pay on account of any excise or sales tax, stamp duty or any other taxes or charges which may be established or levied by any government or governmental authority (whether Commonwealth, State or foreign) including all GST (payable on a taxable supply in accordance with GST Legislation), save and except that the Company will not apply excise or sales tax where prior to delivery of the Goods or Services the Customer provides to the Company a valid excise or sales tax exemption number entitling the Customer to an exemption from excise or sales tax in respect of the Goods or Services; and

5 DELIVERY OF GOODS:

5.1- At the Customer’s request, the Company will arrange for the delivery of the Goods to the premises specified in the Order and the Company shall charge to the Customer the cost of freight, insurance, storage and all other costs connected with delivery of the Goods.

6 PAYMENT TERMS:

6.1- The Company reserves the right to require the Customer to pay all or part of the price of the Goods or Services upon placing the Order.

6.2- The extension of credit to the Customer by the Company shall otherwise agreed by the Company and the Customer in writing, the Company will invoice the Customer for the price of the Goods or Services and the Customer must pay the price of the Goods or Services in full within thirty days of the end of the month in which the invoice is dated.

7 PROPERTY AND RISK:



Credit Application.

7.1- Risk in any Goods supplied by the Company to the Customer shall pass to the Customer upon:

- (a) Delivery of the Goods to the Customer; or
 - (b) Collection of the Goods by the Customer or its agent,
- And the Company shall not be liable for any loss or damage to the Goods arising after delivery or collection.

7.2- Legal and equitable title to Goods supplied by the Company to the Customer shall not pass to the Customer until the Company receives payment in full from the Customer.

7.3- Until the Customer makes payment in full for Goods supplied by the Company:

- (a) The relationship between the Company and the Customer shall be fiduciary and the Customer shall hold the Goods and any products into which the Goods have been incorporated as bailee and, at its own expense, store and protect them separately in a manner that clearly identifies such Goods as the property of the Company; and
- (b) The Customer shall at its own cost effect and maintain at all times such insurance in respect of such Goods and any products into which the Goods have been incorporated as the Company in its absolute discretion deems necessary; and
- (c) Notwithstanding the other provisions of clause 7, the Customer may sell such Goods and any resultant products as the Company's fiduciary to a third party in the ordinary course of the Customer's business and deliver them to that third party provided that:
 - (i) Any such sale or dealing is at arms' length and on market terms; and
 - (ii) The Company is entitled to maintain an action against the Customer for the purchase price of the Goods.

7.4- Risk in any Customer Supplied Goods shall remain with the Customer at all times, notwithstanding delivery of and possession of such Customer Supplied Goods to the Company for the purpose of the performance of Services. The Company shall not be liable for any loss, damage or injury occurring to any Customer Supplied Goods unless such loss, damage or injury results directly from the negligence of the Company. Any claim for such loss, damage or injury shall not exceed the lesser of the cost of restoring the Customer Supplied Goods to their condition at the time of delivery to the Company or the cost of replacement of the Customer Supplied Goods. The Customer shall insure Customer Supplied Goods against all risks whilst in the Company's custody.

8 DEFAULT:

8.1- without prejudice to any of the Company's other rights:

- (a) If the Customer, being a natural person, shall die or is the subject of any personal insolvency event including, without limitation, arising out of the Customer committing an act of bankruptcy or have a receiver appointed over his assets;
- (b) If being a company, the Customer is or becomes an externally administered body corporate (within the meaning of the Corporations Act) or a controller (within the meaning of the Corporations Act) enters into possession or takes control of all or any of the Customer's assets or undertaking or if the Customer is or becomes insolvent (within the meaning of the Corporations Act) or ceases or threatens to cease carrying on business; If the Customer compounds with or negotiates for any composition with its creditors or permits any judgment against it to remain unsatisfied for seven days;

8.2- The Company may at its option without liability or notice require payment in cash before delivery notwithstanding the terms of payment specified in the Order or Confirmation or terminate the Order or suspend further deliveries or withdraw any credit facilities which may have been extended to the Customer and require immediate payment of all moneys owed to the Company by the Customer.

9 WARRANTY: OFFICE USE ONLY:

Credit Limit:		Terms:		Currency:	
Comments:					
EGR Sales Contact:					
Date Approved:		Approved by:			

9.1- where any applicable legislation implies any term, condition or warranty in to the relationship between the Company and the Customer Or into a contract of sale between the Company and the Customer in relation to the sale or supply of Goods or Services, or otherwise gives the Customer a particular remedy against the Company, and that legislation avoids or prohibits provisions excluding or modifying the application of, or exercise of, or liability under, such term, condition, warranty or remedy, then that term, condition, warranty or remedy shall be deemed to be included in these Conditions, or, as the case may be, apply to that relationship. However, the Company's liability for any breach of such term, condition or warranty or under such remedy shall be limited, at the Company's option, in any one or more of the ways permitted by that legislation including, where so permitted:

- (a) If the breach relates to any Goods, to:
 - (i) The replacement of those Goods or the supply of equivalent Goods;
 - (ii) The repair of those Goods;
 - (iii) The payment of the cost of replacing those Goods or acquiring equivalent Goods; or
 - (iv) The payment of the cost of having those Goods repaired; and
- (b) If the breach relates to any Services, to:
 - (i) The supplying of those Services again; or
 - (ii) The payment of the cost of having those Services supplied again.

10 FORCE MAJEURE:

10.1- The Company shall not be liable to the Customer where an event of Force Majeure prevents or delays the Company from performing any obligation under these Conditions.

11 INTERNATIONAL SALES:

11.1- The Company and the Customer agree that the United Nations Convention on Contracts and the International Sale of Goods and/or Services shall not apply to the contract between the Company and the Customer or the supply of Goods by the Company to the Customer.

12 GOVERNING LAW:

12.1- all contracts shall be governed by and construed in accordance with the laws in force in Queensland, Australia.

13 MISCELLANEOUS:

13.1- These Conditions contain the entire agreement between the Company and the Customer hereto on the subject matter of this agreement, and there are no other oral or written representations, stipulations, warranties, agreements or understandings relating to the subject matter of this agreement. Any variation or modification of these Conditions must be mutually agreed to in writing.

14 TITLE:

14.1- It is expressly agreed by taking delivery of the goods supplied hereto that the title in such goods shall not pass to Buyer until payment of cleared funds has been received in full by Seller but the goods or part thereof delivered shall nevertheless be at Buyer's risk from the time of delivery to premises servants couriers or agents of the Buyer, and Buyer shall indemnify Seller against all loss of or damage to the goods from whatsoever cause occurring after such time. Until title passes from the Seller the Buyer holds the goods as bailee for the Seller and the goods shall be stored so as to be clearly identified as the property of Seller. The Buyer shall be entitled to employ the goods in the usual conduct of its business including for the sale and storage of the Buyers usual goods with Buyer providing a fiduciary duty to Seller. If Buyer shall fail to pay for the goods in full by the due date, or becomes insolvent the Seller is irrevocably authorised at any time thereafter to enter upon any premises where the goods are situated and without notice to take possession of and remove the same, and to use the Buyer's name and to act on its behalf in exercising such rights. To the extent allowed by law, the Buyer indemnifies the Seller against all loss damage or injury caused by whatsoever reason including but not limited to negligence tort or any other cause in repossessing such goods.



Credit Application.