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Hereby referred to in the attached Terms and Conditions of Sale, Authorisation and Guarantee and Indemnity as the 'Supplier'.

### CREDIT ACCOUNT APPLICATION

Company/Business Name: \_\_\_\_\_

Trading Address: \_\_\_\_\_

Business Postal Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email Address: \_\_\_\_\_

Business Registered: Yes No ACN/ABN: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Amount of credit required per month: \_\_\_\_\_

Please tick applicable: Company ( ) Trust ( ) Partnership ( ) Sole Trader ( )

1. If Company, Nominal Capital: \$ Paid Up Capital: \$

Registered office address:

Date of Incorporation: State of Incorporation:

2. Please state whether applicant is a trustee for any trust: Yes / No

(if answer is 'Yes' please complete the following)

a. Full Name of Trust:

(Directors' Guarantees must be completed)

b. Names of affiliated or parent companies:

How long has business been trading: \_\_\_\_\_ years How long have existing proprietors operated business: \_\_\_\_\_ years

Are business premises owned/leased/rented? If leased/rented supply lessee/landlords name:

Contact: Accounts Payable Ph:

Contact: Purchasing officer Ph:

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

### FULL NAME(S) AND ADDRESS(ES) OF SOLE TRADER, PARTNER, DIRECTORS

1. D.O.B  
Telephone:

2. D.O.B  
Telephone:

3. D.O.B  
Telephone:

### TRADE REFERENCES

Company Name State: Monthly Value Telephone No Fax No

1.

2.

3.

Where this application for credit is made by a company or trust, it will not be considered without the satisfactory execution by all of the directors or trustees of the personal guarantee provided with this application.

## AGREEMENT OF CUSTOMER WITH SUPPLIER TERMS AND CONDITIONS OF SALE

In consideration of the Supplier agreeing to give 30 day credit to the applicant(s) in respect of goods or services to be purchased from the supplier, the applicant(s) jointly and severally agree to be bound by the Supplier's term and conditions of sale herein.

Trading Name:

Applicants Signature:

Date:

Print Signatory's Name:

And indicate if: Director Sole Trader partner or if Employee, Position:

In the presence of:

Print name and address of witness:

**If applicant is a company and/or trust the guarantee on page 4 MUST be completed. The guarantee must be signed by all directors and trustees and must be witnessed accordingly.**

## APPLICANT'S AUTHORISATION UNDER PRIVACY ACT 1988

This authorization relates to the Privacy Act 1988 and MUST BE COMPLETED IN FULL prior to us processing your credit application.

**Agreement that the Supplier may seek credit information (Section 18K (1) (b), Privacy Act 1988).**

If the Supplier considers it relevant to assessing my/our application for commercial credit, I/we agree to the Supplier obtaining from a credit reporting agency a credit report containing personal credit information about me/us for the purpose of assessing my/our application for commercial credit provided by the Supplier.

**Agreement that the Supplier may use a credit report about me for collecting overdue payment (Section 18K (1) (h), Privacy Act 1988).**

If the Supplier considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us by the Supplier I/we agree to the Supplier obtaining from a credit reporting agency a credit report containing personal credit information about me/us for the purpose of collection of overdue payments in respect to commercial credit provided by the Supplier.

**Agreement to the Supplier seeking from or giving to other credit providers details about my/our credit worthiness (Section 18N (1) (b), Privacy Act 1988).**

I/we agree that the Supplier 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 my/our credit arrangement. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

I/we understand the information may be used for the following purposes:

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers as to the status of this account where I am in default with other credit providers
- to assess my/our credit worthiness.

Signed:

Usual Signature

Print Name

### Office Use Only

Credit Limit approved:  
Approved by:

Terms Approved:  
Declined by:

Date:

Acceptance/refusal letter sent date:

MYOB: Y / N

## TERMS & CONDITIONS OF PERSONAL GUARANTEE & INDEMNITY

In consideration of your Agreement to supply or continue to supply goods and services on credit to the customer the person(s) whose signature(s) as Guarantor(s) appear(s) below UNCONDITIONALLY GUARANTEE(S) to the supplier the due and punctual payment of all sums of money, interest and charges which are or may become payable by the Customer to the Supplier and AGREE(S) TO INDEMNIFY and keep the Supplier indemnified from and against all losses, damages, costs and expenses which have or may be suffered or incurred by the Supplier by reason of any breach by the Customer.

The GUARANTOR HEREBY AGREES with the Supplier:

1. This Guarantee and indemnify shall be a continuing Guarantee and Indemnity and shall not be prejudiced or affected by:
  - a. Any other guarantee or any security or instrument, negotiable or otherwise which the Supplier may now or hereafter hold in respect of any moneys hereby guaranteed, or any judgement obtained by the Supplier, or any release, discharge, surrender or modification of or dealing with any such guarantee, security, instrument or judgement.
  - b. Any arrangement with or release of the Customer or any other guarantor or person by the Supplier or by operation of law, whether the consent of the Guarantor shall have been obtained, or notice thereof given to the Guarantor or not, or any omission or delay on the part of the Supplier.
  - c. The fact that the moneys payable by the customer or any part thereof may cease to be recoverable from the customer or from any other guarantor or person or for any other reasons than that the same have been paid, and such extent as may be necessary to give effect to this sub-clause this Guarantee shall be treated as an indemnity.
  - d. Any change in the membership of or termination of any partnership or firm which the customer or Guarantor is a member, or the death, liquidation or bankruptcy of the customer, or the assent of the Supplier to any composition, arrangement or scheme in respect of the customer or the acceptance by the Supplier of any dividend or sum of money thereunder.
  - e. The failure of any person named as a party to execute this instrument
  - f. Any variation of the terms upon which the goods and/or services are supplied to the Customer and paid for by the Customer.
  - g. Any claim the Customer may have against the Supplier
  - h. Any act or omission by the Supplier which may result in prejudice to the Guarantor.
  - i. Any payment to the Supplier by the Customer which is later avoided by the application of any statutory provision.
  - j. The death of the Guarantor.
2. Until the Supplier shall have received one hundred cents in the dollar in respect of moneys hereby guaranteed, the Guarantor AGREES:
  - a. In the event of any bankruptcy or other administration of the Customer's estate or any winding up, official management or scheme of arrangement of the Customer the Guarantor will not without prior consent of the Supplier lodge any proof of debt or similar claim in respect of any debt or liability to the Guarantor on any account whatsoever, nor enforce any security held by the Guarantor in respect of the Customer and shall hold any such debt, liability or security and any rights or benefits in respect thereof trust for the Supplier.
  - b. If requested by the Supplier to lodge a proof or similar claim in any such administration and enforce any such security as aforesaid, and to execute all such documents and do all such things as the Supplier may require to enable the Supplier to have and receive the benefit of or arising from any such proof, claim or security.
  - c. The Guarantor's liability hereunder shall be that of principal debtor.
3. A Statement in writing signed by the manager or credit manager of the Supplier of the moneys due from or owed by the Customer or covered by this Guarantee shall be prima facie evidence of the amount so due or owing or covered by this Guarantee.
4. The Guarantor irrevocably appoints the supplier as their attorney with authority to do on behalf of the Guarantor anything the Guarantor may lawfully authorize an attorney to do, including without limitation the following:
  - a. to make, sign, Execute, seal and deliver any document;
  - b. to execute any instrument or do any act which may result in a benefit being conferred on the Supplier;
  - c. to appoint substitute attorneys;
  - d. to exercise any rights or powers as trustee held by the Guarantor; and
  - e. to take possession of, use, sell or otherwise dispose of any asset of the Guarantor.
5. The Guarantor further agrees that:
  - a. the Guarantor has signed this Guarantee and Indemnity voluntarily;
  - b. the Guarantor has understood the nature and effect of this Guarantee and Indemnity in particular that the Guarantor has agreed to guarantee all amounts presently owed by the Customer to the Supplier and all amounts that the Customer may in the future owe to the Supplier, and has agreed to indemnify the Supplier against all losses, damages, costs and expenses which have or may be suffered or incurred by reason of any breach or failure by the Customer.
  - c. each Guarantor has compared his/her obligations and responsibilities under the Guarantee and Indemnity with those of any other person named in the Guarantee; and
  - d. each Guarantor has considered the consequences to the Guarantor should he/she default in those obligations and responsibilities.
6. In this Guarantee and Indemnity the following rules of interpretation apply unless the context otherwise requires:
  - a. words denoting the singular number include the plural and vice versa;
  - b. words denoting natural persons include bodies corporate and unincorporate and their permitted assigns;
  - c. references to any party to this Agreement or any other agreement or instrument include the party's successors and permitted assigns; and
  - d. "Guarantor" means the Guarantee and Indemnity is rendered void, unenforceable or otherwise ineffective by operation of law that shall not affect the enforceability or effectiveness of the remaining provisions.

### Guarantor's Authorisation Under Privacy Act

**I/we agree that the Supplier may give to and seek from a credit reporting agency or other credit provider, a credit report containing persona; and/or commercial credit information about me/us, including information about the credit worthiness, credit standing, credit history or credit capacity of me/us that credit providers are allowed to give or obtain under the Privacy Act, and use this information for the purpose of assessing this application, and for assessing whether to accept me/us as a guarantor in respect of the credit for which application is made by the Applicant, notifying other credit providers of a default by me/us, or collecting overdue payments.**

**I/We agree that if the Supplier approves the Applicant's application for credit this agreement remains in force until the credit facility covered by the Applicant's application ceases.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Signature of guarantor:

Signature of guarantor:

Full name of guarantor:

Full name of guarantor

Address of guarantor:

Address of guarantor:

Signature of Witness:

Signature of Witness:

Full name and address:

Full name and address

# TRADING TERMS & CONDITIONS OF SALE

## 1. Definition

- a) The headings used do not form any part of this agreement but are for aid in interpretation only.
- b) "Supplier" means Tru-line Engineering (Aust) Pty Ltd
- c) "Customer" means the applicant named in the application. Where more than one person is a party hereto, the word "Customer" shall be read as "Customers" and this agreement shall bind Customers jointly and severally and their respective successors and assigns.
- d) A "duly authorized officer" shall mean any of the general manager, state manager, accountant, and any other manager of the supplier from time to time.

## 2. General

- a) The customer agrees to comply with and abide by the terms and conditions of this agreement.
- b) Any order placed by a Customer is deemed to be an order incorporating these terms and conditions and these terms and conditions shall prevail over all conditions in the Customer's order or acceptance to the extent of any inconsistency, unless expressly agreed to by the Supplier in writing.
- c) All goods and services sold to the Customer by the Supplier are sold on these terms and conditions, unless otherwise expressly varied by the Supplier in writing.
- d) Where drawing layouts are required, the estimated delivery period commences progressive from the date of receipt of final "approved for construction" drawings. Quoted prices include the preparation of manufacturing drawings. Any additional costs resulting from changes initiated by the client will be charged to the client.
- e) This contract is governed by and is constructed in accordance with the laws of the State of Victoria, Australia. The parties hereby submit to the exclusive jurisdiction of the courts of Victoria.

## 3. Payment/Account Terms

- a) All goods and services supplied by the Supplier to the Customer shall be paid for in full by the Customer no later than 30 days from the Invoice Date Issued by the supplier. ("the Due Date")
- b) The Supplier reserves the right to vary the terms of payment and to require payment in cash in full prior to delivery should the credit worthiness of the Customer at any time become in the Suppliers opinion unsatisfactory.
- c) The Customer must pay all legal costs, stamp duties, other expenses, costs or disbursements (including but not limited to any dishonoured cheque fees, debt collection agency fees and solicitor's fees), incurred by the Supplier in respect of this Application, or in respect of the enforcement of any Agreement, or any Guarantees, Securities or other documentation required by the Supplier in connection with this Application.
- d) If the Supplier is not paid for any goods or services on the Due Date, without prejudice to any other right or remedy, all outstanding money shall bear interest on a daily balance until paid at a rate of interest per annum equal to 10% in excess of the interest rate charged by National Australia Bank on overdraft accounts for sums up to \$500,000 Australian dollars and such money together will all interest shall be recoverable forthwith from the Customer.
- e) The Supplier shall be entitled to add to any invoice, the cost of any stamp duty and sales, excise, value added, consumption or other tax or imposts applicable to the sales transactions.

## 4. Delivery

- a) The Supplier shall deliver goods to the delivery place nominated by the Customer. The Customer shall pay to the Supplier delivery charges in accordance with the Suppliers current rates.
- b) The Customer authorizes the Supplier to deliver goods to the place nominated by the Customer ("the Place of Delivery") and leave the goods at the Place of Delivery whether or not any person is present to accept delivery. The Supplier shall not be liable on any basis whatsoever for any loss or damage to the goods occurring after delivery to the Place of Delivery.
- c) The Supplier shall not be obliged to obtain a signed receipt or other acknowledgement at the Place of Delivery. However, if a signed receipt or other acknowledgement of delivery is obtained from a person at the Place of Delivery who appears to be authorized by the Customer to sign or otherwise take delivery, then, to the extent permitted by law, such signed receipt or other acknowledgement shall be conclusive evidence of delivery, the quantity of goods received, the lack of defects in such products and otherwise compliance with the order.
- d) Any time quoted for delivery or installation is an estimate only and the Supplier shall not be liable for any failure to deliver or for delay in delivery or installation occasioned by any strike, lockout, shortage of stock, shortage of labour, lack of skilled labour, delays in transit, fire, flood, hostility, civil commotion or other causes whatsoever whether or not beyond the control of the Supplier.

## 5. Claims

- a) To the extent that the Supplier may lawfully exclude its liability for damages for any breach of contract, the Supplier shall not be liable on any claim for damages for any such breach where:
  - i. The claim is not made in writing and notified to the Supplier within fourteen (14) days of the date of delivery or installation of the goods or within (7) days after the Customer learns of the facts giving rise to the claim, whichever first occurs; or
  - ii. The claim is in respect of goods, which, at the date of the claim or at any time prior to settlement of the claim, have been incorporated into any other goods or product.
- b) To the extent that the Supplier may lawfully limit its liability for breach of contract, or for breach of a representation, condition or warranty implied by State or Federal legislation or law of a Territory, including the Trade Practices Act or the relevant Fair Trading legislation (other than implied undertakings relating to title) Suppliers liability for damages for breach of contract shall (subject to any other limitation herein contained) be limited, at the Supplier's discretion to:
  - i. The replacement of the goods or the supply of equivalent goods; or
  - ii. The repair of the goods; or
  - iii. The payment of the cost of replacing the goods or of acquiring equivalent goods or of repairing the goods;and Supplier shall not be responsible for any special or consequential damage whatsoever nature suffered by Customer.
- c) The provisions of these Terms and Conditions of Sale are in place of and exclude all other representations, warranties, conditions, and obligations (express or implied) expecting only those representations, conditions, warranties, and obligations imposed by status and which Supplier may not lawfully exclude, negative or vary.

## 6. Property and Risk

Unless otherwise agreed by the Supplier in writing the following shall apply;

- (a) Legal and equitable title in the goods shall not pass to the Customer until the purchase price for those goods has been paid in full to the Supplier by the Customer but risk in the goods shall pass to the Customer immediately upon delivery.
- (b) Until such time as the title passes in accordance with paragraph (a) above the Customer shall hold goods as bailee for the Supplier on the terms set out below.
- (c) The Customer shall store the goods separately from other goods in the Customer's possession in a manner which clearly identifies those goods as the property of the Supplier.
- (d) The Customer shall not dispose of or part with possession of the goods without prior written consent of the Supplier.
- (e) Pending further transfer of title, the Customer may use the goods as agent of the Supplier and as authorized by the Supplier to manufacture new products. The products resulting from such manufacture will be the property of the Supplier.
- (f) The Customer is hereby authorized to sell, the goods or any manufactured products as agent of the Supplier until such time as title passes to the Customer PROVIDED THAT:
  - i. The customer must keep separate records in relation to the proceeds of the sale of any goods which have not been paid for, bank the proceeds of any such sale into a separate account and immediately remit such funds to the credit of Supplier;
  - ii. If any goods are used in a manufacturing process or mixed with other materials, the Customer shall record the value of goods so consumed in relation to each unit of finished product and upon sale of any unit of finished product immediately remit that amount from the proceeds of the sale to the Supplier; and
  - iii. This authorization shall lapse immediately upon any of the following events occurring:
    - (1) The Customer, being a natural person, commits an act of bankruptcy or is declared insolvent;
    - (2) where the Customer is a corporation, proceedings are commenced to wind up the Customer or the Customer is placed under official management or a receiver is appointed over the Customer's undertaking or property or any part thereof or the Customer is placed under any other form of insolvent administration;
    - (3) the Customer enters into some arrangement or assignment for the benefit of its creditors;
    - (4) the Customer disposes of or parts with possession of the goods otherwise than as expressly authorized by this agreement;
    - (5) the Customer, in the opinion of the Supplier, is in breach of any terms of this agreement.
- (g) If the Customer does not pay for any goods or service on the due date, the Supplier is hereby authorized by the Customer to enter the Customer's premises (or any premises under the control of the Customer or as agent of the Customer if the goods are stored at such premises) and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Customer whatsoever.

## 7. Sub-Contracting

The Supplier reserves the right to sub-contract the production, manufacture, supply or installation of the whole or any part of the goods or any of the materials or services supplied.

## 8. Notices

Notice to be given by the Customer to the Supplier shall be delivered personally to the Accountant of the Supplier. Notices to be given to the Customer by the Supplier may be delivered personally, or sent to the Customer's last known address and, unless the contrary is proved, shall be taken as delivered on the second business day following posting. Invoices and statements are deemed received by the Customer on the second business day after posting by ordinary prepaid post.

## 9. Misuse of Account

The Customer will ensure no unauthorized persons use the account. If the customer's business is sold the Customer will immediately close the account to prevent misuse and will remain liable for the account until written notification of change of ownership of the business has been received by the Supplier.

## 10. Acknowledgement and Authorisation by Customer

1. The customer acknowledges that the information provided in the application is the basis for the evaluation by the Supplier of the financial standing and credit worthiness of each of the signatories (and the incorporated body) and does hereby:
  - i. Certify that the information provided in the application is true and correct.
  - ii. Authorize the Supplier to make such enquiries and receive such information from the bankers and business referees mentioned in this application and otherwise from anyone as the Supplier may reasonably consider necessary.
  - iii. Acknowledge that the Supplier has informed me/us, in accordance with the Privacy Act 1988 as amended, that certain terms of personal information including an opinion, about me/us are permitted to be kept on a credit information file and might be disclosed to credit reporting agencies.
  - iv. In accordance with the Privacy Act 1988 as amended
    - (a) Agree to the Supplier obtaining from a business which provides information about commercial credit worthiness of persons, information concerning my/our commercial activities or commercial credit worthiness and using such information for purpose of assessing this application or assessing whether to accept me/us as guarantors as the case may be,
    - (b) Authorize the Supplier to exercise my/our rights of access to credit information files and credit reports.
  - v. Agree that these authorizations shall continue to have effect for the duration of the period during which credit or commercial credit is provided or sought by the Customer from the Supplier.
2. In the case of a Trustee Company, the Customer acknowledges and agrees that the Trustee shall be liable on the account and that in addition the assets of the Trust shall be available to meet payment of the account.