



**APPLICATION FOR COMMERCIAL CREDIT**

MESHCRETE SYDNEY PTY LTD (Supplier)  
1A/42-44 BIRNIE AVE LIDCOMBE, NSW 2141 / P.O BOX 324 CHESTER HILL 2162  
ABN: 65 629 923 379 ACN: 629 923 379

**Your (Customer) Details:**

Registered Company  Govt.  Sole Trader  Partnership  Club/Charity (tick one)

Your Name (Company or Individual):

.....

ABN: ..... ACN: .....

Business Address:

Street No.: ..... Street Name: .....

Suburb/City: ..... Postcode: .....

Mailing Address (if different to above business address):

.....

Date of Incorporation: ...../...../..... State of Incorporation: .....

Trading as: .....

Date your Business Started: ...../...../.....

Date you Purchased the Business (If applicable): ...../...../.....

Name: .....

**Accounts Office Contact Details:**

Tel. No.: .....

E-mail: .....

**Trade References:**

1. .... TEL: ..... E-MAIL: .....

2. .... TEL: ..... E-MAIL: .....

3. .... TEL: ..... E-MAIL: .....



**To be completed by Sole Traders:**

Your Date of Birth: ...../...../.....  
Residential Address:  
.....  
 Own  Mortgage  Rent  Board  
Mailing Address (if different to above residential address):  
.....  
Drivers Licence No.: ..... Expiry: .....  
Name of Personal Bank Account:  
.....  
BSB No: ..... Account No.: .....

**Your Business Financial Details:**

Estimated Current Turnover Per Annum \$.....  
Previous Turnover Per Annum \$.....  
Estimated Value of Current Assets \$.....  
Estimated Value of Current Liabilities \$.....  
Your Current Business Accountant's Name:  
.....  
Tel No.: .....  
Accountant's Address:  
Street No.: ..... Street Name: .....  
Suburb / City: ..... Postcode: .....

**To be completed by Registered Companies & Partnerships:  
Company directors / Partners / Proprietors of Business**

1. Family Name: ..... Given Name: .....  
Date of Birth: ...../...../.....  
Residential Address:  
.....  
Drivers Licence No.: ..... Expiry: .....  
Tel. No.: .....  
2. Family Name: ..... Given Name: .....  
Date of Birth: ...../...../.....  
Residential Address:  
.....  
Drivers Licence No.: ..... Expiry: .....  
Tel. No.: .....

Name of Business Bank:  
.....  
Bank Address:  
.....  
Name of Business Bank Account:  
.....  
BSB No.: ..... Account No.: .....  
Name of Business Bank Account Manager:  
.....  
Tel No.: .....



## I. Interpretation

“**Agreement**” means the contract between the Customer and the Supplier;

“**Charges**” means the charges for the Goods as specified in the Purchase Order;

“**Date of Delivery**” means the date by which the Goods must be Delivered to the Customer, as specified in the Purchase Order.

“**Deliver**” means hand over the Goods to the Customer at the address and on the date specified in the Purchase Order.

“**Goods**” means the goods to be supplied by the Supplier to the Customer under the Agreement;

“**Party**”: the Supplier or the Customer (as appropriate) and “**Parties**” shall mean both of them;

“**Purchase Order**” means the Purchase Order from the Customer to the Supplier to which these terms herein apply;

“**Purchase Order Number**” means the Customer’s unique number relating to the order for Goods to be supplied by the Supplier to the Customer in accordance with the terms of the Agreement;

“**Specification**” means the specification for the Goods to be supplied by the Supplier to the Customer (including as to quantity, description and quality) as specified in the Purchase Order.

“**Staff**” means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;

## II. Basis of Agreement

2.1 The Purchase Order constitutes an offer by the Customer to purchase the Goods subject to and in accordance with the terms and conditions of the Agreement.

2.2 The offer comprised in the Purchase Order shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of a quote/invoice issued by the Supplier within [7] days of the date of the Purchase Order.

## III. Supply of Goods

3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Goods to the Customer subject to and in accordance with the terms and conditions of the Agreement.

3.2 The Supplier shall supply the Goods in accordance with the Specification. The Supplier warrants, represents, undertakes that the Goods supplied under the Agreement shall:

3.2.1 be free from any inherent defects; and

3.2.2 be of satisfactory quality.

## IV. Charges, Payment and Recovery of Sums Due

4.1 The Charges for the Goods shall be as set out in the invoice unless otherwise agreed in writing with the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods, including but not limited to the costs of packaging, insurance (if any), delivery, unloading, stacking and carriage.

4.2 All amounts stated are exclusive of Goods and Services Tax (GST).

4.3 Simultaneously with or following delivery of the Goods, the Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods supplied in the invoice period.

- 4.4 In consideration of the supply of the Goods by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than the number of days specified in the commercial credit approval letter after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number.
- 4.5 If the Customer fails to consider and verify an invoice within 24 hours of delivery the invoice shall be regarded as valid and undisputed for the purpose of paragraph 4.4.
- 4.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Goods unless there is also failure to pay undisputed sums. Any disputed amounts shall be resolved through the dispute resolution procedure.
- 4.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in accordance with the rules of the Supreme Court of New South Wales.

#### **V. Cancellation**

The Customer shall have the right to cancel the order for the Goods, or any part of the Goods, provided that the Suppliers damages incurred in the preparation and processing the Order is taken into consideration.

#### **VI. Delivery**

- 6.1 The Supplier shall deliver the Goods to the Customer on or by the Date of Delivery. Unless otherwise agreed in writing by the Customer, Delivery shall be on the date and to the address specified in the Purchase Order. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and the Customer has signed for the Delivery.
- 6.2 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be delivered.

#### **VII. Property and Guarantee of Title**

Without prejudice to any other rights or remedies of the Customer:

- 7.1 Risk in the Goods shall pass to the Customer immediately upon Delivery of the Goods or the pick-up of the same from the Supplier's premises, whatever the case may be.
- 7.2 Title in the Goods will remain with the Supplier and no legal or equitable interest or property in the Goods whatsoever will pass to the Customer until the Supplier has received the full invoice price for the Goods.

#### **VIII. Termination**

Without prejudice to any rights or remedies the Customer might have against the Supplier, the Supplier may terminate the Agreement in whole or in part, however, such termination must be done by written notice to the Customer with immediate effect.

#### **IX. Confidentiality**

- 9.1 Each Party shall:
- 9.1.1 treat all Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 9.1.2 not use or exploit the disclosing Party's Information in any way except for the purposes required by law by necessity of conducting the business e.g. lawyers, accountant etc.

## X. Liability

- 10.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 10.2 The Supplier will not be responsible for the customer's loss of profits, loss of business, loss of revenue, loss of or damage to goodwill, and any indirect, special or consequential loss or damage.
- 10.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 10.3.1 death or personal injury caused by its negligence or that of its Staff;
  - 10.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; and
  - 10.3.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1923.

## XI. Termination

- 11.1 Without prejudice to any other right or remedy it might have, the Supplier may terminate the Agreement in whole or in part before Delivery or after Delivery (where only part of Goods have been Delivered) by written notice to the Customer with immediate effect if the Customer:
- 11.1.1 is in material breach of any obligation under the Agreement which is not capable of remedy;
  - 11.1.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to act in accordance with the terms and conditions of the Agreement;
  - 11.1.3 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Customer (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Customer's assets or business; or
  - 11.1.4 has not paid any undisputed amounts within 60 days of them falling due.
- 11.2 Termination of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination and shall not affect the continuing rights of the Parties in this Agreement.

## XII. Dispute Resolution

- 12.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 12.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 13.1, the dispute may by agreed between the Parties to be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 12.3 If the Parties fail to appoint a Mediator within one month or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.



### **XIII. General**

- 13.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 13.2 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 13.3 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulence.

### **XIV. Notices**

- 14.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 16.3, e-mail to the address of the relevant Party set out in the Purchase Order, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 14.2 Notices served as above shall be deemed served on the Working Day of delivery, provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

### **XV. Governing Law and Jurisdiction**

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by the laws of the State of New South Wales and shall be subject to the exclusive jurisdiction of the State of New South Wales.



**XVI. Guarantor**

- 16.1 The Guarantor guarantees to the Supplier the payment by the Customer of the charges payable by the Customer to the Supplier pursuant to the Agreement or the any Purchase Order.
- 16.2 If the Customer defaults in the payment of the Charges or any other moneys payable by it to the Supplier pursuant to the Agreement or the any Purchase Order, the Guarantor covenants with the Supplier that it will upon demand pay to the Supplier the amount of such Charges.
- 16.3 The Guarantor covenants with the Supplier that if the Customer defaults in the observance or performance of any of the covenants, terms and conditions on its part to be observed and performed in the Agreement or any Purchase Order that it will pay to the Supplier upon demand the amounts of moneys in accordance with this Agreement which the Supplier will be entitled to recover from the Customer because of such default.
- 16.4 This guarantee will be deemed to be continuing guarantee and will not be wholly or partially discharged by the payment at anytime hereafter of any moneys which may be due and owing by the Customer to the Supplier pursuant to the Agreement or the any Purchase Order.
- 16.5 The Guarantor covenants with the Supplier that this guarantee will not be determined by its death or bankruptcy and will be binding upon its heirs, executors, administrators and assigns.

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified

Corporation: **Meshcrete Sydney Pty Limited**

Authority: Section 127 of the Corporation Act

.....  
Signature of Meshcrete Sydney authorised person

.....  
Signature of Meshcrete Sydney authorised person

.....  
Name of Meshcrete Sydney authorised person

.....  
Name of Meshcrete Sydney authorised person

.....  
Office Held - Director/Secretary

.....  
Office Held - Director/Secretary



SIGNED in my presence by the Customer Purchaser who is personally known to me:

.....

Signature of witness

.....

Signature of Customer

.....

Name of witness

.....

Date

.....

Address of witness

SIGNED in my presence by the Customer Guarantor who is personally known to me:

.....

Signature of witness

.....

Signature of Guarantor

.....

Name of witness

.....

Name of Guarantor

.....

Address of witness

.....

Date