



Credit Account Application

TO BE COMPLETED BY APPLICANTS

Please complete all sections and read the Terms and Conditions of Trade overleaf.

TRADING NAME:

CUSTOMER'S FULL or LEGAL NAME:

ALL CUSTOMERS TO COMPLETE

Phone: Fax:

ABN: Email:

Postal Address: Physical Address:.....

.....

State: Postcode: State: Postcode:.....

Requested Credit Limit: Year Established:

Contact 1: Contact 2:

Position: Position:

Phone: Phone:

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Proprietary Company)

Full Name: Full Name:

Home Address: Home Address:

.....

Home Phone: Home Phone:

TRADE REFERENCES

Business Name 1: Business Name 2:

Address or A/C No: Address or A/C No:

Phone: Phone:

Fax: Fax:

I certify that the above information is true and correct and that I am authorised to make this application for credit. I authorise the use of my personal information as detailed in the Privacy Act clause overleaf. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf) of Ahrens Enterprises Pty Ltd T/A Beenleigh Interior Linings which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions.

Application MUST be signed by: Sole Trader; two Active Partners; or if a Proprietary or Limited Company, two Active Directors.

SIGNED: SIGNED:

Name: Name:

Position: Position:

Date: ____ / ____ / ____ Date: ____ / ____ / ____

**Ahrens Enterprises Pty Ltd T/A Beenleigh Interior Linings ABN 34 010 575 256 Licence No. 58921
PO Box 1116, Beenleigh QLD 4207 - Ph (07) 3287 2237 - Fax (07) 3287 5255**

Ahrens Enterprises Pty Ltd T/A Beenleigh Interior Linings - Terms and Conditions of Commercial Contract

1. Definitions

- 1.1 "Supplier" shall mean Ahrens Enterprises Pty Ltd T/A Beenleigh Interior Linings its successors and assigns or any person acting on behalf of and with the authority of Ahrens Enterprises Pty Ltd T/A Beenleigh Interior Linings.
1.2 "Customer" shall mean the Customer or any person acting on behalf of and with the written authority of the Customer.
1.3 "Work" shall mean all Works (including the supply of Materials) undertaken by the Supplier and described in this contract and includes any advice or recommendations.
1.4 "Materials" shall mean Materials required to complete the Works.
1.5 "Prime Cost Item" shall mean an item that either has not been selected, or whose Price is not known, at the time this contract is entered into and for the cost of supply and delivery of which the Supplier must make a reasonable allowance in the contract.
1.6 "Provisional Sum" shall mean an estimate of the cost of carrying out particular Works under this contract for which the Supplier, after making all reasonable inquiries, cannot give a definite Price at the time this contract is entered into.
1.7 "Price" shall mean the Price of the Works as agreed between the Supplier and the Customer.

2. Acceptance

- 2.1 Any instructions received by the Supplier from the Customer for the supply of Works and/or the Customer's acceptance of Works undertaken by the Supplier shall constitute acceptance of the terms and conditions contained herein.
2.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
2.3 Upon acceptance of these terms and conditions by the Customer, the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the Supplier.
2.4 None of the Supplier's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Supplier in writing nor is the Supplier bound by any such unauthorised statements.

3. Variations

- 3.1 In the event that the Customer requests a variation, the Supplier will give the Customer a written variation document detailing the Work, the Price, the estimated time to undertake the variation, and the likely delay, if any and require written acceptance of the variation before commencing Work on the variation.
3.2 In the event that the Supplier requests a variation, the Supplier will state the reason for the variation in writing and require written acceptance by the Customer of the variation before commencing Work on the variation.
3.3 In the event of unforeseeable problems with the site which are only revealed when undertaking the Works the Supplier may carry out any Work needed to fix any such problem if the Supplier considers it necessary for satisfactory and safe completion of the Works. Any additional Work necessary due to an unforeseen problems is to be treated as a variation. However if a Price is not agreed upon then the Customer will be charged at the Supplier's actual cost plus twenty (20%) percent for the Works.

4. Price And Payment

- 4.1 At the Supplier's sole discretion the Price shall be either:
(a) as indicated on invoices provided by the Supplier to the Customer in respect of Works supplied; or
(b) the Supplier's quoted Price (subject to clause 4.2) which shall be binding upon the Supplier provided that the Customer shall accept the Supplier's quotation in writing within thirty (30) days.
4.2 The Supplier reserves the right to change the Price in the event of a variation to the Supplier's quotation.
4.3 Time for payment for the Works shall be of the essence and will be stated on the invoice. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
4.4 The Supplier may submit a detailed payment claim at intervals not less than one month for work performed up to the end of each month. The value of work so performed shall include the reasonable value of authorised variations, whether or not the value of such variations has been finally agreed between the parties, and the value of Materials delivered to the site but not installed.
4.5 At the Supplier's sole discretion;
(a) payment shall be due on delivery of the Works, or
(b) payment shall be due before delivery of the Works, or
(c) payment for approved Customers shall be made by instalments in accordance with the Supplier's payment schedule; or
(d) payment for approved Customer's shall be due thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices.
4.6 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by credit card (plus a surcharge of up to 2.2% of the Price), or by any other method as agreed to between the Customer and the Supplier.
4.7 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in the building contract schedule.

5. Delivery Of Works

- 5.1 Subject to clause 5.2 it is the Supplier's responsibility to ensure that the Works start as soon as it is reasonably possible.
5.2 The Works commencement date will be put back and the building period extended by whatever time is reasonable in the event the Supplier claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond the Supplier's control, including but not limited to any failure by the Customer to:
(a) make a selection; or
(b) have the site ready for installation; or
(c) notify the Supplier that the site is ready.
5.3 Delivery of the Works to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.
5.4 The Works shall be deemed to be practically completed when subject to clauses 6.1 & 6.2 the Works carried out under this contract have been completed without any omissions or defects in accordance with the plans and specifications set out in this contract.
5.5 The failure of the Supplier to deliver shall not entitle either party to treat this contract as repudiated.
5.6 The Supplier shall not be liable for any loss or damage whatever due to failure by the Supplier to deliver the Works (or any of them) promptly or at all.

6. Omissions or Defects

- 6.1 In addition to clause 5.3 practical completion also takes place when, in the event of a minor omission or defect the Supplier gives the Customer a defects document that:
(a) lists the minor defects and minor omissions that both the Supplier and Customer agree exist; and
(b) states by when the Supplier is to correct the listed defects and omissions; and
(c) lists the minor defects and omissions the Customer claims exist, but that are not agreed by the Supplier to exist; and
(d) is signed by the Supplier.
6.2 The Supplier shall be entitled to make a claim for any completion payment so long as the Supplier has made all reasonable efforts to have the Customer sign the defects document to acknowledge its contents.

7. Customer's Responsibility

- 7.1 It is the intention of the Supplier and agreed by the Customer that;
(a) any building/construction sites will comply with all Queensland occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation; and
(b) the Supplier is not responsible for the removal of rubbish from or clean up of the building/construction sites. This is the responsibility of the Customer or the Customer's agent.

8. Risk

- 8.1 If the Supplier retains ownership of the Materials nonetheless, all risk for the Materials passes to the Customer on completion.

9. Surplus Materials

- 9.1 Unless otherwise stated elsewhere in this contract:
(a) only suitable new Materials will be used;
(b) demolished Materials remain the Customer's property; and
(c) Materials which the Supplier brings to the site which are surplus remain the property of the Supplier.

10. Title

- 10.1 It is the intention of the Supplier and agreed by the Customer that ownership of Materials shall not pass until:
(a) the Customer has paid all amounts owing for the particular Materials, and
(b) the Customer has met all other obligations due by the Customer to the Supplier in respect of all contracts between the Supplier and the Customer.

- 10.2 Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Supplier's ownership or rights in respect of Materials shall continue.
10.3 It is further agreed that:

- (a) where practicable the Materials shall be kept separate and identifiable until the Supplier shall have received payment and all other obligations of the Customer are met; and
(b) until such time as ownership of the Materials shall pass from the Supplier to the Customer the Supplier may give notice in writing to the Customer to return the Materials or any of them to the Supplier. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Materials shall cease; and
(c) the Supplier shall have the right of stopping the Materials in transit whether or not delivery has been made; and
(d) if the Customer fails to return the Materials to the Supplier then the Supplier or the Supplier's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Materials are situated and take possession of the Materials.

11. Warranty

- 11.1 To the extent required by statute the Supplier warrants that:
(a) the Works shall be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract schedule;
(b) all Materials supplied be good and, having regard to the relevant criteria, suitable for the purpose for which they are used and that, unless otherwise stated in this contract, those Materials will be new;
(c) the Works will be carried out in accordance with all relevant laws and legal requirements (including, but not limited to, the Building Act 1975);
(d) the Works will be carried out in an appropriate and skillful way, with reasonable skill and care;
(e) the Works will be carried out in accordance with the plans and the specifications to this contract;
(f) if the Works consists of the construction of a detached dwelling or are intended to renovate, alter, extend, improve or repair a home to a stage suitable for occupation, that the detached dwelling or home will be suitable for occupation when the Works are finished; and
(g) if the contract states the particular purpose for which the Works are required, or the result which the Customer wishes the Works to achieve (so as to show that the Customer relies on the Supplier's skill and judgement) then the Works and any Materials will be reasonably fit for that purpose or will be of such a nature and quality that they might reasonably be expected to achieve that result.
11.2 Clause 11.1(b) does not apply if the Supplier is subject to the direction of the Customer's architect for the supply of Materials, or the Customer is responsible for nominating the Materials and either:
(a) there are no reasonable grounds for not using the Materials; or
(b) there are reasonable grounds for not using the Materials and the Supplier advises the Customer as such in writing and the Customer still insists on the Materials being used.
11.3 For Material not manufactured by the Supplier the warranty shall be the current warranty provided by the manufacturer of the Material. The Supplier shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturers warranty.

12. The Commonwealth Trade Practices Act 1974, Building Act 1975, and Fair Trading Acts

- 12.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974, Building Act 1975, or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

13. Intellectual Property

- 13.1 Where the Supplier has designed, drawn or written plans or a schedule of Works for the Customer, then the copyright in those plans, schedules, designs and drawings shall remain vested in the Supplier, and shall only be used by the Customer at the Supplier's discretion.
13.2 The Customer warrants that all designs or instructions to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Customer's order.

14. Default & Consequences of Default

- 14.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement.
14.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in pursuing the debt including legal costs on a solicitor and own client basis and the Supplier's collection agency costs.
14.3 Without prejudice to any other remedies the Supplier may have, if at any time the Customer is in breach of any obligation (including those relating to payment) the Supplier may suspend or terminate the supply of Works to the Customer under the Building and Construction Industry Security of Payments Act 2002. The Supplier will not be liable to the Customer for any loss or damage the Customer suffers because the Supplier exercised its rights under this clause.
14.4 If any amount remains overdue after thirty (30) days then an amount of the greater of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which sum shall become immediately due and payable.
14.5 Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Customer which remains unperformed and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:
(a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Customer will be unable to meet its payments as they fall due; or
(b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with its creditors, or makes an assignment for the benefit of its creditors; or
(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

15. Cancellation

- 15.1 The Customer may cancel this contract if the Customer gives the Supplier a signed notice stating that the Customer is ending the contract under this clause and giving the details of why the contract is being ended.
15.2 If a contract is ended under this clause, the Supplier is entitled to a reasonable Price for the Work carried out under the contract to the date the contract is ended.

16. Privacy Act 1988

- 16.1 The Customer agrees for the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by the Supplier.
16.2 The Customer agrees that the Supplier may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
(a) to assess an application by Customer; and/or
(b) to notify other credit providers of a default by the Customer; and/or
(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
(d) to assess the credit worthiness of Customer.
16.3 The Customer consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
16.4 The Customer agrees that personal credit information provided may be used and retained by the Supplier for the following purposes and for other purposes as shall be agreed between the Customer and Supplier or required by law from time to time:
(a) provision of Works; and/or
(b) marketing of Works by the Supplier, its agents or distributors in relation to the Works; and/or
(c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Works; and/or
(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and/or
(e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Works.
16.5 The Supplier may give information about the Customer to a credit reporting agency for the following purposes:
(a) to obtain a consumer credit report about the Customer; and/or
(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

17. Security And Charge

- 17.1 Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:
(a) where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
(b) should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
(c) the Buyer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Seller or the Seller's nominee as a Buyer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 17.1.

18. General

- 18.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
18.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.
18.3 The Supplier shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Supplier of these terms and conditions.
18.4 In the event of any breach of this contract by the Supplier the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Supplier exceed the Price of the Works.
18.5 The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by the Supplier.
18.6 The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
18.7 The Supplier reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Customer of such change.
18.8 Neither party shall be liable for any default due to any act of God, war, terrorism, fire, flood, drought, storm or other event beyond the reasonable control of either party.

Customer's Initials

Supplier's Initials