

Sales Representative:.....

- Type of Entity (X Box)
- Public Company
- Private Company
- Trustee Company
- Partnership Company
- Sole Trader

Credit Application Form

INFORMATION SUPPLIED WILL BE HELD STRICTLY CONFIDENTIAL

Date:...../...../.....

COMPANY INFORMATION

Business Trading Name:.....

Company Name:.....

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

Name(s) of Directors/Owners:.....

Business Address:.....

Postal Address (if different):.....

Preferred Delivery Address:.....

Orders Contact Person:..... Accounts Person:.....

Phone:..... Fax:.....

Mobile:..... Email:.....

Type of Business:.....

Date Business Commenced:.....

Name of Accounts/ Auditors:.....

Bank Details

Name of Bank:..... Branch:.....

Address of Branch:.....

Contact:..... Ph:.....

Credit Information

Credit Limit Required:..... Expected Avg Monthly Order Value: \$.....

Trade References:

1. Name:..... Contact:.....
 Ph:..... Fax:.....
2. Name:..... Contact:.....
 Ph:..... Fax:.....
3. Name:..... Contact:.....
 Ph:..... Fax:.....

1. The applicant hereby applies to Kolder Pty Ltd ('the company') for a credit account
2. The applicant hereby authorises Kolder Pty Ltd to make any credit enquiries if feels necessary in order to approve the applicant's credit account
3. Should the application be accepted by the company, the applicant agrees that the credit account shall be subject to the terms of this application and the company's usual conditions and terms of trade
4. All payments are due 30 days from the last day of the month in which goods were supplied or installed. Legal and equitable property of these goods shall not pass to the buyer until full payment has been made to the company, in accordance with the Sales of Goods Act (NSW) 1923
5. By signing this credit account application the applicant agrees to provide full and free access to Kolder Pty Ltd to any premises or site for the purposes of delivering and installing our products, and in the case where the applicant has not paid for the goods in full within their credit terms, access to enter that premises and remove the goods where title has not passed as per the provisions in clause 4. above.
6. The applicant shall notify the company of any change, in the constitution or structure of the applicant or the sale of the business operated by the applicant, and agrees that it shall continue to be liable to the company for any sums outstanding on the account opened on behalf of the applicant until written conformation is received from the company, that it has been advised of the change of constitution or structure, or the sale of the business and that the account has been closed and full payment has been received
7. The applicant agrees that the terms and conditions applying to any credit account opened in the name of the applicant and the construction and interpretation of it shall be governed by the laws of the state of new South Wales in force for the time being and from time to time, and the parties irrevocably submit generally and unconditionally to the jurisdiction of the courts of New South Wales in respect of claims, proceedings and matters arising out of or in respect of the said credit account.

Dated..... day of..... 20.....

SIGNATURE OF AUTHORISED OFFICER OF APPLICATE:.....

PRINT NAME OF AUTHORISED OFFICER:.....

POSITION:.....

Internal Office Use Only

CREDIT LIMIT APPROVED:

MASTERFILE CREATED:

CUSTOMER CATEGORY :(Delete if not applicable) CN/CT/R/T/ME/OTHER:

REPRESENTATIVE:

CREDIT APPLICATION

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General Conditions of Sale

All payment is due in 30 days from the last day of the month in which the goods were supplied or installed. Legal and equitable property of these goods shall not pass to the buyer until full payment has been received.

Guarantee

To: Kolder Pty Ltd trading as Sydney Shower Screens and Australian Built In Wardrobes (hereinafter called the creditor) in consideration of the creditor agreeing to supply/or continuing to supply to:

(hereinafter called "the customer")

Of:

(Address)

With goods and/or services from time to time, I/we hereby jointly and severally agree with the creditor as follows:

1. To be answerable and responsible to the creditor for the due payment by the customer of all monies now or from time to time hereafter owing or unpaid to the creditor on any account for the supply of goods and services or in manner whatsoever by the customer either directly or indirectly and either alone or jointly with any person firm and/or corporation, and including but without limiting the generality of the foregoing any interest accruing on any monies owing or unpaid and any legal costs and disbursements incurred by the creditor in enforcing payment by the customer of any monies.
2. That this agreement shall constitute a continuing guarantee to the creditor for all monies which are now or may from time to time be owing or remain unpaid.
3. A certificate signed by any of the creditors directors or secretary or manager, or acting manager or credit manager of conclusive evidence of the indebtedness of the customer to the creditor at the date of certificate.
4. The guarantor and/or each of them shall not be entitled to invoke any defence, cross-claim, or set off available to the customer and agree to pay monies due hereunder without deduction.
5. This guarantee shall not be avoided, released or affected by the creditor making any variation or alteration in the terms of any agreement made with or made with or to be made with the customer.
6. The creditor may without affecting this guarantee grant time or other indulgence to or compound or compromise with or release the customer or any co-guarantor of this guarantee or an other person to corporation whatsoever (including any person or corporation liable in respect of any bill of exchange promissory note security or guarantee) or release abandon vary relinquish or renew in whole or in part any security asset or right held by the creditor.
7. Any payment made to the creditor and later avoided by the application of any Statutory Provisions shall be deemed not to discharge the guarantors liability, and that in such event, the parties hereto are to be restored to the rights which each respectively would have had if the payment had not been paid.
8. This guarantee shall be in addition to, and shall not be in any way prejudiced by, any collateral or other security now or hereafter held by the creditor, and the creditor's rights under this guarantee shall not be merged in any other security.
9. All monies received by the creditor from the customer or from any way prejudiced by, any collateral or other security now or hereafter held by the creditor, and the creditor's rights under this guarantee shall not be merged in any other security.
10. This guarantee shall be revocable at any time as to further transactions by one months notice in writing given to the creditor or creditor's duty authorised agent by the guarantor or in this death by the guarantor's personal representative.
11. This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due to the creditor, and all dividends, compositions and payments received by the

creditor from the customer or any other person or estate shall be applied as payments in gross without any right on the part of the guarantor to claim the benefit of such dividends, compositions or payments or any securities held by the creditor until payment to the creditor of the amount hereby guaranteed, and this guarantee shall apply to and secure balance due to the creditor.

12. It is expressly declared that notwithstanding the fact that this guarantee may be intended or expressed to be executed and given by more than one person the same shall in fact be a valid and effectual guarantee binding against such person or persons as shall execute the same forthwith upon their execution thereto and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not be in fact subsequently execute the same.
13. This Guarantee and the construction and interpretation of it shall be governed by the laws of the state New south Wales in force for the time being and from time to time, and the parties to this guarantee irrevocably submit generally and unconditionally to the jurisdiction of the courts of New South Wales in respect of all claims, proceedings and matters arising out of or in respect of this guarantee.

CUSTOMER TO COMPLETE

Full Name:.....
 (Please Print)

Signature:.....

Witness by:.....
 (Please Print Full Name)

Signature:.....

OFFICE USE ONLY

DATED this..... day of..... 20....

For and on behalf of KOLDER PTY LTD.....
 (Signature)

Full Name:.....
 (Please Print)

Witness
 By:.....
 (Please Print Full Name)

Signature:.....

CREDIT APPLICATION

INFORMATION SUPPLIED WILL BE HELD STRICTLY CONFIDENTIAL

CONDITIONS OF CONTRACT

1. Kolder Pty Ltd (hereinafter called the company) agrees to perform the work specified on a duly approved quote or invoice in return for a consideration to be paid in Australian Currency by the householder/owner (hereinafter called the client) authorising work to be performed
2. The Client signing this contract is accepted by the company as having the authority either expressed or implied to authorise the work as specified on the face of this contract to be performed at the address shown on the face
3. **STRUCTURAL DAMAGE**
 The company will not be held liable for any damage caused due to removal or breakage of anything existing. As all the products in the company manufactures are made to measure, the acceptance of this quotation is defined as an order to commence cutting of raw materials for production. Once this has commenced, the cancellation of this order cannot be accepted by the company.
4. **DELIVERY AND COMPLETION DATES**
 Subject to unforeseen happenings beyond our control, any delivery and completion dates specified are the subject of availability of materials and are at the discretion of the company to vary with notice. Any variation to dates specified will not cause or be constructed as breach of contract by the company.
5. **REMOVAL OF RUBBISH**
 By client, or other wise shown on face.
6. Legal and equitable property of these goods shall not pass to the buyer until the company has received FULL payment.
7. The company guarantees its product's against failure on components and frame for a period of 10 years on wardrobes and 5 years on shower screens and vanity mirrors, when used under normal operating conditions. The company guarantees its workmanship for a period of 3 months after installation date, always excepting accidental damage or misuses beyond the control of the company
8. The client accepts the above terms and any shown on the face of the contract and recognises their existence.
9. The above conditions do not negate any conditions expressed or implied by the Trade Practices Act or the Sales of goods Act (NSW) 1923
10. Agreement that Kolder Pty Ltd may seek consumer credit information (section18k(1)(b) Privacy Act 1988). If Kolder Pty Ltd considers its relevant information (section18k(1)(b) Privacy Act 1988). If Kolder Pty Ltd considers it's relevant to assessing my/our application for commercial credit, I/we agree to Kolder Pty Ltd obtaining from a credit report containing personal credit information about me/us in relation to commercial credit provided by Kolder Pty Ltd.
11. Exchanging information with other credit provider (section18k(1)(b) Privacy Act 1988). I/we agree to Kolder Pty Ltd obtaining personal information about me/s from other credit providers, whose names I/we may have provided for Kolder Pty Ltd or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit, made to my company

**WARNING: Do not spray glass directly with hot water
 GLASS ONCE INSTALLED IS NOT COVERED UNDER WARRANTY.**

EXCLUSION:

UNLESS OTHERWISE STATED

- No floor, no backing, no lid and no lining will be included
- All internal Shelving will be 450mm in depth, in a white colour melamine finish
- All sides walls (return panel in white) will be 600mm in depth
- Cornice work will not be painted
- No responsibility for minor variations to anodised finish regarded to be within industry standards
- No painting or staining of doors, shelving or side walls
- The glazing channel rubber will be in a clear frosted colour

I hereby acknowledge that I have understood and accepted the terms and conditions of this contract

Print Name:.....

Customer Signature..... Date: ___/___/___

AT LEAST TWO (2) OF THE APPLICANT COMPANY DIRECTORS ARE REQUESTED TO PROVIDE THE FOLLOWING GUARANTEE, KOLDER RESERVES THE RIGHT TO REQUEST ADDITIONAL GUARANTEES FROM OTHER DIRECTORS/SHAREHOLDERS IT BELIEVES MAY HOLD A BENEFICIAL INTEREST IN THE COMPANY

PERSONAL GUARANTEE AND INDEMNITY

TO KOLDER PTY LTD T/AS SYNDEY SHOWER SCREENS AND WARDROBES (A.C.N 05605882) SUCCESSORS AND/OR ASSIGNS OF 56-58 ELIZABETH STREET, WETHERILL PARK N.S.W 2164
 IN CONSIDERATION OF KOLDER, AT THE REQUEST OF:

..... AND

OF.....

OF

(HEREINAFTER REFERRED TO AS "THE GUARANTORS") HAVING SUPPLIED AND/OR AGREEING TO SUPPLY OR CONTINUE TO SUPPLY GOODS AND/OR SERVICES TO:

.....

OF (REGISTERED OFFICE)..... POSTCODE.....

(Hereby referred to as "the company), the Guarantors HEREBY GUARANTEE to Kolder Pty Ltd without any limitation of liability, the due payment of all sums which may now or hereafter be or become due by THE COMPANY to Kolder Pty Ltd for the supply of goods and/or services and for monies which may now or hereafter be or become owing or payable by THE COMPANY to Kolder Pty Ltd on any account or in any matter whatsoever AND HEREBY INDEMNIFY Kolder Pty Ltd for any/all recovery expenses incurred should action to effect recovery of monies due to prove necessary AND IT IS HEREBY AGREED AS FOLLOWS

1. The guarantee and indemnity shall be a continuing guarantee and indemnity and shall bind the Guarantors jointly and severally and their respective executors administrators and assigns and shall not be determined as against remaining guarantors by the death or bankruptcy of any guarantor.
2. All dividends composition and payments received in respect of THE COMPANY'S indebtedness under any composition arrangements or on liquidation or otherwise shall be taken as payments in gross and shall be regarded as satisfaction of THE COMPANY'S obligation only to the extent of the amount actually received and the acceptance of any cheque, negotiable instrument or security by Kolder Pty Ltd shall not discharge, impair or limit the liability of THE GUARANTORS except to the extent of monies actually received in respect thereof.
3. This guarantee and indemnity shall not be discharged or impaired by reason of any time or indulgence granted by Kolder Pty Ltd to THE COMPANY or any composition arrangements or variation of the obligations between them or reason of THE GUARANTORS not being given notice thereof.
4. THE GUARANTORS shall be liable to Kolder Pty Ltd as principal debtors for all goods or services supplied and obligations incurred in the name of THE COMPANY, which are subsequently declared to be preferential.
5. The liability of such one or more guarantors who have signed this guarantee and indemnity shall not be affected by any other proposed guarantor not signing this guarantee or by failure or neglect to enforce or recover under any other guarantee or security
6. That THE GUARANTORS may, by written notice, delivered to Kolder Pty Ltd at the above address: determined any future liability hereunder from the date of delivery of that notice but without being discharged in any way for indebtedness accrued, including order/ work in hand, as at that date.

IN WITNESS WHERE OF THE GUARANTORS HAVE EXECUTED THE GUARANTEE

.....the.....day of.....20.....

SIGNED, SEALED AND DELIVERED by the:

Said:.....
(Guarantors Name Please Print)

.....
(Guarantors Signature)

In the presence of:.....
(Witness Name- Please Print)

(Print Full Address).....

.....
(Witness Signature)

.....

SIGNED, SEALED AND DELIVERED by the:

Said:.....
(Guarantors Name Please Print)

.....
(Guarantors Signature)

In the presence of:.....
(Witness Name- Please Print)

(Print Full Address).....

.....
(Witness Signature)

.....