**CREDIT APPLICATION**

Applicant's Full Legal Name: (“**the Client**”)

(Please tick) Sole Trader  Individual  Partnership  Pty Ltd Company   Other e.g. Trust (please state):

ABN: ACN (if Company):

QBCC No.:……………………………………………………..Trading as:

Postal Address: ..Street Address:

Nature of Business: ..Years in Business:

Telephone and mobile phone: …………………………….....Email:………………………………………………………….

Contact Name & Position: …………………………………….Anticipated monthly expenditure:……...……… (not a credit limit)

***OWNERSHIP*** please insert Owner(s) / Directors Name(s) in full including Director ID:

1:……………………………………DPN:…………………… Address:

DOB Driver’s Licence No:

2:……………………………………DPN:…………………… Address:

DOB Driver’s Licence No:

3:……………………………………DPN:…………………… Address:

DOB Driver’s Licence No:

4:…………………………………….DPN:……………………Address:

DOB Driver’s Licence No:

If LIMITED liability company - Address of Registered Office:

Date of Incorporation: Paid Up Capital:

|  |
| --- |
| **TRADE REFERENCES** |
| **Company Contact Name Phone Number Account open since** |
|  |
|  |
|  |

Has the Applicant or a related entity of the Applicant previously been in Administration, Liquidation, Receivership, a Bankrupt or in a

Part X Arrangement? (Please circle) Yes / No If yes please provide details: ………………………………………………………………………………

I certify and warrant that the above information is true and correct and that I am duly authorised to make this application for credit, and enter into contracts, on behalf of the Client. I have read and understood the Terms and Conditions (**attached**) of Sheetmetal Solutions (Aust) Pty Ltd t/as Metal Roofing Supplies (Aust) which form part of, and are intended to be read with, this Credit Application Form. The Customer agrees to be bound by the Terms and Conditions.

**Please note, if the Customer is a company, its directors are also required to sign the Guarantee & Indemnity on page 5. Please also remember to sign the Privacy & Consent form on page 6.**

Signed Print Name Position

Dated this day of 20

**TERMS AND CONDITIONS**

**1. DEFINITIONS**

* 1. “Metal Roofing Supplies (Aust)” means Sheetmetal Solutions (Aust) Pty Ltd ABN 60 117 280 798 trading as Metal Roofing Supplies (Aust).
  2. “Customer” means the individual or entity that has contracted with Metal Roofing Supplies (Aust) for Goods and/or Services.
  3. “Goods” means any goods supplied by Metal Roofing Supplies (Aust) to the Customer (or ordered by the Customer but not yet supplied) including, and in no way limited to, roofing products.
  4. “Price” means the cost of the Goods and/or Services as agreed between Metal Roofing Supplies (Aust) and the Customer and includes all out of pocket expenses Metal Roofing Supplies (Aust) incurs on the Customer's behalf subject to clause 5 of this contract.
  5. “Services” means any services provided by Metal Roofing Supplies (Aust) to the Customer including but not limited to the installation of roof products.

1. **ACCEPTANCE**
   1. Any instructions received by Metal Roofing Supplies (Aust) from the Customer for the supply of Goods and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.
2. **PRECEDENCE**
   1. The Customer acknowledges that these Terms and Conditions take precedence over any terms and conditions contained in any document provided by the Customer.
3. ***PRIVACY ACT* 1988 (CTH) (AS AMENDED)**
   1. Metal Roofing Supplies (Aust) collects personal information about the Customer (if a sole trader, individual trustee, or partnership of individuals) for the purposes set out in its Privacy Policy. This policy may be located at <https://www.metalroofingsupplies.com.au/>. A hardcopy of this policy can also be provided to the Customer free of charge, upon request.
      1. The Privacy Policy sets out: the personal information Metal Roofing Supplies (Aust) collects; how Metal Roofing Supplies (Aust) collects and uses this information; how the Customer may access or correct it; and how the Customer may make a complaint in respect of Metal Roofing Supplies (Aust)’s management of the information;
   2. By the Customer providing instructions to Metal Roofing Supplies (Aust) for the supply of Goods and Services, the Customer is consenting to Metal Roofing Supplies (Aust) collecting, handling, using, disclosing and otherwise dealing with the Customer’s personal information (including credit related personal information) in accordance with the terms of Metal Roofing Supplies (Aust)’s Privacy Policy, and in accordance with Australia’s privacy laws.
4. **PRICE**
   1. The Price shall, at Metal Roofing Supplies (Aust)’s sole discretion, be:
      1. as stated on any invoice provided by Metal Roofing Supplies (Aust) to the Customer; or
      2. Metal Roofing Supplies (Aust)’s quoted price (subject to clause 7).
5. **PAYMENT**
   1. Unless otherwise agreed in writing, all accounts must be paid in full on the date specified on the invoice provided by Metal Roofing Supplies (Aust) to the Customer.
   2. Payment for any amount outstanding shall be deemed immediately due and payable in any of the following circumstances:
      1. there is non-payment of any sum by the due date;
      2. Metal Roofing Supplies (Aust) forms the view that the Customer will not pay any sum by its due date;
      3. the Customer is bankrupted or enters administration, liquidation or receivership;
      4. a Court judgment is entered against the Customer and remains unsatisfied for seven (7) days;
      5. any material adverse change in the financial position of the Customer.
   3. Interest accrues on any amount owing after the due date at the rate of 15% per annum, calculated daily from the first day overdue until payment.
   4. All payments to be made by the Customer will be made without set-off (whether arising at law or in equity) or counterclaim (whether arising at law or in equity) and free and clear of any withholding or deduction whatsoever, unless prohibited by law.
   5. The Customer shall pay (on a full indemnity basis) any and all expenses, disbursements, collection costs and legal costs which Metal Roofing Supplies (Aust) has incurred or is liable to pay, in connection with the enforcement of any rights and/or preservation of any rights contained in this contract.
   6. For the purposes of clause 6.5, the Customer acknowledges that collection costs may be calculated on a commission basis at a percentage rate of the amount due (as agreed by Metal Roofing Supplies (Aust) and the collection agent) and the Customer expressly agrees to pay for those expenses as liquidated damages on demand, irrespective of whether (a) Metal Roofing Supplies (Aust) is not liable to pay the collection agent the commission, until the Customer has made payment of the Customer’s overdue debt (or any portion thereof) and/or (b) the amount of work actually performed by the collection agent before the Customer makes a payment for an overdue debt.
   7. Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until it results in Metal Roofing Supplies (Aust) receiving cleared funds for the entire amount of the negotiable instrument.
6. **QUOTATION**
   1. Where a quotation is given by Metal Roofing Supplies (Aust) for Goods and Services:
      1. unless otherwise agreed, is not an offer to sell or provide Goods and Services;
      2. unless otherwise agreed the quotation shall be valid for 30 days from date of issue;
      3. Metal Roofing Supplies (Aust) will not be bound by any order given until accepted in writing;
      4. Metal Roofing Supplies (Aust) reserves the right to alter the quotation because of circumstances beyond its control including and, in no way limited to, increases in the price charged by its suppliers for products and/or services.
   2. Where Goods and Services are required in addition to the quotation, the Customer agrees to pay for the additional cost of such Goods and Services.
7. **RISK TO GOODS AND DELIVERY / COLLECTION** 
   1. Risk in any Goods shall pass to the Customer at the time when the Goods have been delivered to the Customer or collected by the Customer;
   2. Any date quoted for delivery or collection by Metal Roofing Supplies (Aust) is an estimate only;
   3. Unless a guarantee is given by Metal Roofing Supplies (Aust) in writing, providing for liquidated damages for failure to deliver(or have available for collection) by the date quoted for delivery or completion, Metal Roofing Supplies (Aust) will not be liable to the Customer for any loss or damage howsoever arising even if arising out of the negligence of Metal Roofing Supplies (Aust) for failure to deliver or complete the relevant Services on or before the date quoted for same;
   4. Metal Roofing Supplies (Aust) requires the Customer to collect all Goods within 48 hours of being notified in writing (via email and/or SMS text message) that the ordered Goods are ready for collection. This is due to the fact that Metal Roofing Supplies (Aust) is limited in how much storage capacity it has.
   5. Metal Roofing Supplies (Aust) reserves the right to deliver the Goods to the Customer by instalments. If delivery is made by instalments the Customer is not entitled to:
      1. terminate or cancel the order following its acceptance by Metal Roofing Supplies (Aust);
      2. terminate these Terms and Conditions;
      3. any claim, loss or damage howsoever arising from the failure of Metal Roofing Supplies (Aust) to deliver any instalments on or before the date quoted for delivery/completion.
   6. Where special freight requirements are requested by the Customer such charges for freight will be paid by the Customer.
8. **TITLE AND *PERSONAL PROPERTY SECURITIES ACT* 2009 (CTH) (PPSA)**

**Goods**

* 1. Whilst risk in the Goods passes on delivery, legal and beneficial title in the Goods shall remain with Metal Roofing Supplies (Aust) until it has received payment in full for all monies owed by the Customer.
  2. Until Metal Roofing Supplies (Aust) has received payment in full for all monies owed by the Customer, Metal Roofing Supplies (Aust)reserves the following rights:
     1. legal and beneficial ownership of the Goods;
     2. the right to enter the Customer’s premises and retake possession of the Goods;
     3. the right to keep or resell any Goods repossessed under sub-clause 9.2.2; and
     4. any other rights it may have at law or under the PPSA.
  3. Where, pursuant to sub-clause 9.2.3:
     1. Metal Roofing Supplies (Aust) resells the Goods repossessed, it is agreed that Metal Roofing Supplies (Aust) may credit the Customer’s account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs); or
     2. Metal Roofing Supplies (Aust) retains possession of the repossessed Goods, it is agreed that Metal Roofing Supplies (Aust) may credit the Customer’s account with the invoice value less such sum as Metal Roofing Supplies (Aust) reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs.
  4. Metal Roofing Supplies (Aust) shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of any action taken to repossess the Goods.
  5. If the Goods are attached, fixed, or incorporated into any property of the Customer, title in the Goods shall remain with Metal Roofing Supplies (Aust) until the Customer has made payment for all monies owed to Metal Roofing Supplies (Aust) and where those Goods are mixed with other property so as to be part of or a constituent of any new product, title to these products shall be deemed to be assigned to Metal Roofing Supplies (Aust) as security for the full satisfaction by the Customer of the full amount owing between Metal Roofing Supplies (Aust) and the Customer.
  6. Until Metal Roofing Supplies (Aust) receives payment for Goods in full, the Customer acknowledges that Metal Roofing Supplies (Aust) has a Purchase Money Security Interest (“PMSI”) which attaches over the Goods and their proceeds and a Security Interest in relation to other amounts owed by the Customer to Metal Roofing Supplies (Aust).

**General**

* 1. Upon assenting to these Terms and Conditions, the Customer acknowledges and agrees that these Terms and Conditions constitute a Security Agreement for the purposes of the PPSA.
  2. The Customer undertakes to do anything (such as obtaining consents, producing documents, producing receipts and getting documents completed and signed) which Metal Roofing Supplies (Aust) asks and considers reasonably necessary for the purposes of:
     1. ensuring that a PMSI and/or Security Interest is enforceable, perfected and effective;
     2. enabling Metal Roofing Supplies (Aust) to apply for any registration, or give any notification, in connection with the Security Interest created under this Agreement so that the PMSI and/or Security Interest has the priority required by Metal Roofing Supplies (Aust).
  3. To the extent permitted by law, the Customer irrevocably waives its right to:
     1. receive notices or statements under sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA;
     2. redeem the Goods under section 142 of the PPSA;
     3. reinstate the Agreement under section 143 of the PPSA;
     4. receive a Verification Statement.
  4. Nothing in clause 9 prevents Metal Roofing Supplies (Aust) from taking collection or legal action against the Customer to recover any monies owed from time to time.

1. **DISPUTES**
   1. No claim relating to Goods or Services will be considered unless made in writing within 7 days of delivery or completion of the Services.
2. **LIABILITY**
   1. All implied conditions, warranties and undertakings other than are expressly excluded to the extent permitted by law.
   2. Where the Goods are of a kind other than goods ordinarily acquired for personal, domestic or household use, then Metal Roofing Supplies (Aust)’s liability is limited, at its option, to anyone or more of the following:
      1. the replacement or supply of the equivalent of the Goods;
      2. the repair of the Goods;
      3. the payment of the costs of replacing the Goods or acquiring their equivalent; or
      4. the payment of the costs of having the Goods repaired.
   3. Subject to the Customer’s rights under Schedule 2 of the *Competition and Consumer Act* 2010 (“CCA”), Metal Roofing Supplies (Aust)shall not be liable for:
      1. any loss or damage of any kind whatsoever, arising from the Goods, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from the Goods; and
      2. the Customer shall indemnify Metal Roofing Supplies (Aust) against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Metal Roofing Supplies (Aust) or otherwise, brought by any person in connection with any matter, act, omission, or error by Metal Roofing Supplies (Aust), its agents or employees in connection with the Goods.
3. **WARRANTY**
   1. Manufacturer’s warranty applies to the Goods where applicable.
4. **CHARGE**
   1. The Customer hereby charges in favour of Metal Roofing Supplies (Aust) all of the Customer’s estate and interest in any land, freehold or leasehold, in which the Customer now has or which it may later acquire any such interest in, with payment of all monies owing by the Customer to Metal Roofing Supplies (Aust) from time to time and hereby consents to Metal Roofing Supplies (Aust) lodging a caveat or caveats which note Metal Roofing Supplies (Aust)’s interest.
5. **JURISDICTION**

15.1 These terms and conditions and all matters concerning the business relationship between Metal Roofing Supplies (Aust)and the Customer shall be governed by the law of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland for the conduct of any litigation.

1. **ASSIGNMENT**
   1. The Customer cannot assign these terms and conditions without the prior written consent of Metal Roofing Supplies (Aust).
   2. Metal Roofing Supplies (Aust) can assign these terms and conditions to a third party without the consent of the Customer.
2. **MISCELLANEOUS**
   1. If by reason of any fact, circumstance, matter or thing beyond the reasonable control of Metal Roofing Supplies (Aust), Metal Roofing Supplies (Aust) is unable to perform in whole or in part any obligation under these terms and conditions, including delay in delivery, Metal Roofing Supplies (Aust) shall be relieved of that obligation under these terms and conditions to the extent and for that period that it is so unable to perform and shall not be liable to the Customer in respect of such inability.
   2. Failure by Metal Roofing Supplies (Aust) to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of its rights or obligations under this contract.
   3. If any provision of this contract shall be invalid, void or illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected.
   4. The Customer will notify Metal Roofing Supplies (Aust) in writing of any change of ownership of the Customer or its business, or of directorships in the case of a corporate Customer, or of any other change whatsoever affecting these terms and conditions within seven (7) days from the date of such a change.
   5. The Customer indemnifies Metal Roofing Supplies (Aust) from and against any loss or damage incurred by it as a result of the Customer’s failure to notify Metal Roofing Supplies (Aust) of any change in ownership.
   6. Any variation of the terms and conditions contained in this contract must be agreed to in writing by Metal Roofing Supplies (Aust) for it to have any legal effect.
   7. *Electronic Signatures*: Pursuant to section 14 of the *Electronic Transactions (Queensland) Act* 2001, the parties to this Agreement consent to the use of an electronic signature as a means of executing this Agreement and as defined in that Act.
   8. *Sending Material Electronically*: Pursuant to sections 11 and 12 of the *Electronic Transactions (Queensland) Act* 2001, the parties to this Agreement consent to both give and receive information by electronic communication as defined in that Act. We are able to send and receive documents electronically. However, as such transmission is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If you ask us to transmit any document electronically (or you accept any document electronically), you release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document, for any delay or non-delivery of any document and for any damage caused to your system or any files.

**DEED OF PERSONAL GUARANTEE & INDEMNITY**

In consideration of Sheetmetal Solutions (Aust) Pty Ltd ABN 60 117 280 798 trading as Metal Roofing Supplies (Aust) (“**Metal Roofing Supplies (Aust)**”) granting the Customer (as named in the Credit Application Form and which forms a part of this document) credit, **I/WE hereby agree:**

1. to personally guarantee to Metal Roofing Supplies (Aust) the due and punctual payment by the Customer of all monies at any time owing and payable by the Customer to Metal Roofing Supplies (Aust), including any monies in excess of any credit limit granted to the Customer whether or not approved by the Customer and/or us, at the time of this Guarantee or at any subsequent time;
2. that this is a continuing guarantee;
3. to indemnify Metal Roofing Supplies (Aust) against all loss or damage arising from any past, present or future dealing with the Customer or any of us;
4. that our liability under this guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by Metal Roofing Supplies (Aust) or any grant to any of the Guarantors of a release whether in whole or in part from any obligation contained in, or implied by, this guarantee;
5. that our liability under this guarantee shall not be avoided, released or affected by Metal Roofing Supplies (Aust) making any variation or alteration in terms of any agreement with the Customer;
6. that this guarantee becomes binding on those of us that sign this guarantee irrespective of whether or not all intended signatories execute this guarantee;
7. that Metal Roofing Supplies (Aust) is entitled to recover against any of us (as a Guarantor) without having first taken steps to recover against the Customer or any other Guarantor;
8. that this guarantee may not be unilaterally revoked by us and remains in force until such time as we receive written confirmation from Metal Roofing Supplies (Aust) that we are released from our obligations and liabilities under this guarantee;
9. that if Metal Roofing Supplies (Aust) forms the view, for any reason, after it receives a payment from the Customer and applies the payment to a debt owed by the Customer, that Metal Roofing Supplies (Aust) is obliged to disgorge the payment or portion thereof to a Liquidator appointed to the Customer, Metal Roofing Supplies (Aust)’s rights are reinstated in relation to the debt that Metal Roofing Supplies (Aust) applied the payment to (as if the payment had never been made) and I/we shall be liable to pay Metal Roofing Supplies (Aust) the amount it disgorges to the Liquidator;
10. to further indemnify Metal Roofing Supplies (Aust) against any and all losses and legal costs (on a full indemnity basis) that Metal Roofing Supplies (Aust) directly or indirectly incurs as a result of disgorging monies to a Liquidator of the Customer;
11. to hereby jointly and severally charge in Metal Roofing Supplies (Aust)’s favour all our estate and interest in any land, whether freehold or leasehold, in which we now have any legal or beneficial interest, or in which we later acquire any such interest in, with payment of all monies owed by the Customer or any of us and consent to Metal Roofing Supplies (Aust) lodging a caveat or caveats which note Metal Roofing Supplies (Aust)’s interest in or over any of our real property;
12. to sign in both our personal capacity and as Trustee of every Trust of which I/we are Trustee and/or a beneficiary;
13. to be liable for all Metal Roofing Supplies (Aust)’s collection and legal expenses (on a full indemnity basis) with respect to taking any action to preserve and/or enforce Metal Roofing Supplies (Aust)’s rights under this Guarantee and the Indemnity;
14. that the Guarantor cannot assign this guarantee without the prior written consent of Metal Roofing Supplies (Aust);
15. Metal Roofing Supplies (Aust) can assign this guarantee to a third party without the consent of the Guarantor;
16. this guarantee is governed by the law of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland for the conduct of any litigation.

**GENERAL:**

* “I”, and “We” and “us” means each of the Guarantors jointly and severally.
* The invalidity or unenforceability of any provision of this Guarantee shall not affect the validity or enforceability of the remaining provisions.

***I/We have read and understood this document and have been given an opportunity to seek independent legal advice prior to signing it.***

**Signed sealed and delivered as a Deed**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Guarantor Name (print)** |  | **Signature** |  | **Date** |  |
| **Witness Name (print)** |  | **Signature** |  | **Date** |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Guarantor Name (print)** |  | **Signature** |  | **Date** |  |
| **Witness Name (print)** |  | **Signature** |  | **Date** |  |

**Privacy & Consent form**

**OVERVIEW**

Sheetmetal Solutions (Aust) Pty Ltd ABN 60 117 280 798 trading as Metal Roofing Supplies (Aust) (“**Metal Roofing Supplies (Aust)**”) collects information about you for the purposes set out in our Privacy Policy. This policy may be located at <https://www.metalroofingsupplies.com.au/>. A hardcopy of this policy can also be provided to you free of charge, upon your request.

The **Privacy Policy** sets out: the personal information Metal Roofing Supplies (Aust) collects; how Metal Roofing Supplies (Aust) collects and uses this information; how you may access or correct it; and how you may make a complaint in respect of Metal Roofing Supplies (Aust)’s management of the information.

**AUTHORISATION**

By signing below you authorise us to collect, handle, use, disclose and otherwise deal with your personal information (including credit related personal information) in accordance with the terms of our Privacy Policy, and in accordance with Australia’s privacy laws.

Print Name & Address of Applicant No.1:

…..………………………………………………………………………………………………………

Signature of Applicant No.1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date / /

Print Name & Address of Applicant No.2:

…..………………………………………………………………………………………………………

Signature of Applicant No.2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date / /

Print Name & Address of Guarantor No.1:

…..………………………………………………………………………………………………………

Signature of Guarantor No.1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date / /

Print Name & Address of Guarantor No.2:

…..………………………………………………………………………………………………………

Signature of Guarantor No.2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date / /

**OFFICE USE ONLY**

DATE RECEIVED

DATE ASSESSED

CREDIT REQUESTED

APPROVED CREDIT LIMIT

ACN VERIFICATION

ABN VERIFICATON

DIRECTORS GUARANTEE

HELD (Y OR N)

CREDIT CHECK COMPLETED

PPSR REGISTERED DATE

PPSR REGISTERED REF

APPLICATION APPROVED

(Y OR N)

ACCOUNT NUMBER