



ABN 45 123 855 069

5 Gabrielle Crt, Bayswater North Vic 3153
Ph: 03 9761 7288

APPLICATION FOR CREDIT ACCOUNT

EMAIL COMPLETED FORM TO accounts@fastwaycivil.com.au

REGISTERED COMPANY NAME: _____

TRADING NAME: _____

ACN: _____ ABN: _____

SOLE TRADER () PARTNERSHIP () TRUST () COMPANY ()

PHYSICAL ADDRESS: _____

POSTAL ADDRESS: _____

TELEPHONE: _____ MOBILE: _____

EMAIL: _____

SITE CONTACT: _____ MOBILE: _____

SITE CONTACT: _____ MOBILE: _____

ACCOUNTS CONTACT: _____

ACCOUNTS PHONE NO: _____

ACCOUNTS EMAIL: _____

FULL NAME, ADDRESS & PHONE NO'S OF ALL DIRECTORS:

1. _____

2. _____

3. _____

IF SEEN BY A SALES REPRESENTATIVE PLACE NAME HERE _____



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If a Company, we require this section signed by the Directors;

As a Director, I personally guarantee the payment of all accounts.

DIRECTOR SIGNATURE: _____ DATE: _____

FULL NAME & ADDRESS: _____

DIRECTOR SIGNATURE: _____ DATE: _____

FULL NAME & ADDRESS: _____

BUSINESS DATE ESTABLISHED: _____

BANK NAME & BRANCH: _____

REQUIRED MONTHLY CREDIT LIMIT: _____

TRADE REFERENCES:

1. _____ EMAIL: _____
2. _____ EMAIL: _____
3. _____ EMAIL: _____

I understand that our normal trading terms of sale are net cash 30 days and that this period is defined as 30 days from the end of the month in which delivery is made and I agree to operate this account within these terms.

SIGNED: _____ POSITION: _____

DATE: _____



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PRIVACY ACT 1988

I/We authorise **Fastway Civil Supplies Pty Ltd ACN 123 855 069**

- * to obtain from a credit reporting agency, a credit report containing personal information about me/us in relation to collecting overdue payments.
- * to obtain from a credit reporting agency, a credit report containing personal information about me/us to assess this application.
- * to obtain from a business which provides information about the commercial credit worthiness of persons, information about my/our commercial activities or commercial credit worthiness.
- * to obtain from a credit reporting agency a credit report containing personal information about me/us, if Fastway Civil Supplies Pty Ltd considers this relevant to accepting me/us as a Guarantor in respect of the Customer's credit account with Fastway Civil Supplies Pty Ltd.
- * To give to and seek from any credit providers, named as trade references in this credit application or in a credit report issued by a credit reporting agency, information about my/our credit arrangements. This information can include any information about my/our credit worthiness, credit history or credit capacity that the Privacy Act allows credit providers to give or receive from each other.

Fastway Civil Supplies Pty Ltd may use the information obtained:

- * to access my/our application for credit
- * to notify other credit providers of any default by me/us
- * to exchange information with other credit providers about the status of my/our credit account if I am/we are in default.
- * to assess my/our credit worthiness

Pursuant to section 18E (18) Privacy Act, Fastway Civil Supplies Pty Ltd may disclose to a credit reporting agency personal information relating to me/us. This includes:

- * information reasonably necessary in order to identify me/us.
- * the fact that I/we have applied for credit and the amount of that credit.
- * information about payments at least 60 days overdue and for which Fastway Civil Supplies Pty Ltd has taken an action to recover the whole or any part.
- * advice that payments are no longer overdue.
- * information that a cheque for an amount not less than \$100 has been drawn my me/us and has twice been presented and dishonoured.
- * the opinion of Fastway Civil Supplies Pty Ltd that I/we have in the circumstances specified committed a serious credit infringement.
- * information that my/our credit has been paid or otherwise discharged.
- * court judgements and bankruptcy orders against me/us.
- * please note that all custom-made products to customer specifications are 100% non-refundable.

I authorise this disclosure.

Authorised Signature of Customer(s) _____

Dated _____



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TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "Customer" means the person, firm, or corporation to which Fastway Civil Supplies Pty Ltd supplies goods upon request.
- 1.2 "Goods" means the articles, goods, merchandise, and/or materials or services supplied by Fastway Civil Supplies Pty Ltd to the Customer.
- 1.3 "FW" means Fastway Civil Supplies Pty Ltd (ABN 45 123 855 069).

2. INCORPORATION OF TERMS

- 2.1 All quotations or submissions given, and orders accepted for goods by FW are given or accepted subject to these terms and conditions.
- 2.2 There shall be no variation to these Terms and Conditions.
- 2.3 Sales of Goods by FW are made on the specific condition that the customer is aware of the Terms and Conditions of Sale.
- 2.4 Any terms or conditions included in the Customer's order are expressly excluded in favour of these Terms and Conditions of Sale.

3. QUOTATIONS AND SUBMISSIONS

- 3.1 No quotation of submission by FW shall constitute a contractual offer.

4. PRICES

- 4.1 Prices for Goods quoted in published price lists or by representatives of FW are subject to change without notice and are not binding on FW. FW reserves the right to increase prices to take account of cost escalation between the time of order and delivery.
- 4.2 Freight charges will be applied unless otherwise agreed in writing. Delivery surcharges will apply in the following situations;
 - * Same day courier or express delivery.
 - * Special conditions specified by the Customer.
 - * Loading or unloading times at the Customer's designated site exceeding the allowed one-hour period for a full truckload.
 - * The cost of additional equipment required for the purpose of loading or unloading at the Customer's designated site.
- 4.3 Prices quoted or published on official price lists do not include GST or other imposts. (Refer Clause 5 IMPOSTS).
- 4.4 Prices are subject to Customer's order being for the whole quantity mentioned in the quotation unless otherwise negotiated.
- 4.5 Where goods are imported, prices are based on existing rates of freight, exchange, insurance, customs and other duties. Any increases in such rates between time of quotation and time of payment will be to the Customer's account.

5. IMPOSTS (Taxes)

- 5.1 IMPOSTS means any royalty, tax (including goods and services tax), duty, excise, levy, fee, rate and or charge imposed by any government, semi government or other body authorised by law which is imposed on or in respect of or in relation to;
 - * The provision, sale, purchase, acquisition, rental or supply of pipe, tubing, pipe fittings, equipment, or other goods; or
 - * The provision, supply or performance of any services, or any other thing done or performed by FW.
- 5.2 Prices charged will be increased by the amount of any impost. In relation to a goods and services tax (GST), any amounts stated in prices lists, quotations or other correspondence, or charged will be increased by such amount as is necessary to ensure that the amount stated or charged net of GST is the same as it would have been prior to the imposition of a GST.
- 5.3 It is the Customer's responsibility to ensure that where other impost exemption is claimed, such claim is supported IN WRITING by the quotation of an exemption number or notice of exemption in the prescribed format.
- 5.4 Should doubt exist as to the validity of a claimed exemption, FW reserves the right to charge the tax or levy.

6. PAYMENT TERMS

- 6.1 Unless otherwise agreed, all sums owing to FW are due for payment in Australian Dollars within thirty (30) days from the end of the month in which delivery is made and the Customer will have no right of set-off in respect of any claim against FW.
- 6.2 FW reserves the right to apply an account charge of 2% per month to all balances not paid within the required thirty (30) days. No settlement discounts are offered or allowed unless specifically confirmed in writing.
- 6.3 If it is agreed to use a letter of credit as means of payment the letter of credit shall be a confirmed, irrevocable letter of credit in favour of FW. The letter of credit must cover the total price of the goods and confirmation must be given to FW's Australian Bank. The letter of credit shall be subject to the "Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No 400".
- 6.4 All legal and other costs incurred by FW due to non-payment by the Customer including fees paid to third parties employed by FW to pursue the debt, shall be for the Customer's account.
- 6.5 FW shall be entitled before delivery or continuing delivery to stipulate that sufficient security for the fulfilment of the payment obligations is provided or payment is made in advance by the Customer.
- 6.6 FW reserves the right to immediately cancel any order or suspend any delivery without incurring any liability to the Customer if the Customer is overdue with any payment, enters into bankruptcy, liquidation, a composition with its creditors, has a receiver or manager appointed over all or any part of its assets or becomes insolvent.
- 6.7 FW reserves the right to suspend any delivery without incurring any liability to the Customer upon becoming aware of any factors which in the opinion of FW affect the Customer's financial stability. Resumption of deliveries will depend on the Customer being able to satisfy FW that it has the capacity to pay its debts as they fall due.

7. RETENTION OF TITLE

- 7.1** Title in all Goods supplied by FW to the Customer shall not pass to the Customer until FW receives payment in full of all amounts owing to FW by the Customer. The parties acknowledge that FW's interest in the Goods constitutes a security interest for the purposes of the Personal Property Securities Act 2009 and the Customer agrees the FW will register its security interest on the Personal Property Securities Register and that such registration will not be discharged until FW received payment of all amounts owing to it by the Customer. Until title in the Goods passes to the Customer, the Customer shall keep the Goods as a bailee for FW and if required shall store the Goods in a manner that clearly shows the ownership of FW.
- 7.2** The Customer may sell the Goods as FW's bailee to a third party in the course of the business and deliver then to that party subject to the Customer accounting to FW in accordance with the parties' fiduciary relationship. Proceeds of sale should be paid into a separate bank account with separate records being maintained. Where the Customer delivers the Goods to a third party and is not paid by the third party the Customer may, at the option of FW, assign its claim against the party to FW upon FW giving the Customer notice in writing to that effect.
- 7.3** If any amount due by the Customer to FW under the terms of this agreement remains unpaid for thirty (30) days from the end of month in which delivery is made and FW has not expressly agreed to an extension of time for its payment or having regards to such extension the charge or amount or any part thereof still remains unpaid or if the Customer becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or if the Customer being a Company is placed under official management or into liquidation or a receiver or receiver and manager appointed in respect of any assets, then FW may take possession of the Goods wherever they are located or from the Customers premises for that purpose without any Court action or other process of law and may furthermore recover the costs of such repossession from the Customer as a debt due under this agreement in addition to all other merits rightfully due to it hereunder PROVIDED HOWEVER that nothing in this Clause or any action taken hereunder shall operate to relieve the Customer of any obligation or liability incurred under this agreement and still existing at the date of such repossession or to restrict or to prejudice any right or remedy available to FW from the same date.
- 7.4** The Customer shall effect and maintain at all times adequate insurance against all risks for which it is liable to FW under these Terms and Conditions of Sale and ensure that the insurer holds FW covered for its interest under such insurance. Such insurance shall be at the Customer's cost and FW may require the Customer to produce evidence of compliance with this Clause at any time before and/or after delivery.

8. AVAILABILITY AND DELIVERY

- 8.1** The Customer shall place orders for Goods with multiples of standard lengths or quantities. Whilst every reasonable endeavour will be made to deliver the quantity ordered, FW reserves the right to deliver within a + or - 5% margin of the ordered quantity. Unless otherwise agreed delivery of ex-stock items will not be affected within forty-eight (48) hours from receipt of order. FW does not guarantee ex-stock availability of Goods and orders are accepted subject to the prior sale of the required Goods. FW shall not be liable for any loss or damage as a result of non-availability of Goods.
- 8.2** Depending on availability, FW will use its reasonable endeavours to meet a Customer's requested delivery date. However, FW shall not be liable to the Customer for any loss or damage (including consequential loss) caused by any delay or failure to deliver any Goods due to any cause or circumstances beyond its reasonable control. In the event of any delay in delivery as aforesaid, the delivery date may be deferred for a period at least equal to the time lost by reason of the intervening cause or circumstance.
- 8.3** It is the Customer's responsibility to ensure adequate equipment is on hand to unload the transport vehicle in a safe and efficient manner. If, in the opinion of the transport driver, conditions are not adequate to ensure the safety of all concerned in the unloading operation, the Goods will be returned to FW at the Customer's expense.

9. FORCE MAJEURE

- 9.1** FW will use its reasonable endeavours to fulfil any contract based on quotations given, but the due performance is subject to variation or cancellation owing to Acts of God; War; Strikes; Lockouts; Fire; Flood; Drought; or any other cause beyond the control of FW.

10. CLAIMS

- 10.1** It is the Customer's responsibility to inspect all Goods promptly upon delivery. FW shall not be liable for short delivery, delivery of incorrect Goods, damaged Goods or non-delivery of Goods unless the Customer submits in a written claim to FW within two (2) working days of the delivery to which the claim relates.
- 10.2** Where Goods are delivered by Carrier's appointed by FW, the Customer must also notify the Carrier in accordance with the Carrier's condition of carriage.
- 10.3** FW shall not recognise claims for incorrect application or use of the Goods. The responsibility to verify that the Goods have or will be used in the correct application rests with the Customer.

11. CANCELLATION AND RETURNS

- 11.1** Goods may not be returned more than one (1) month after the date of applicable invoice.
- 11.2** The Customer may return for credit (against subsequent orders) Goods of current standing provided the following conditions are met:
- * FW's written approval has first been obtained and the original invoice number and date have been quoted for reference.
 - * The Goods are returned in original condition.
 - * The Customer agrees to pay, if required by FW, a restocking and/or handling charge which shall be charged to the Customer's account at a rate no less than fifteen percent (15%) of the original price for the Goods.
- 11.3** The following Goods will not be accepted for return:
- * Custom made to order fabricated fittings. Specialised pipe or fittings manufactured or bought in to satisfy a Customer's requirements.
- 11.4** Other items which are not part of the FW inventory range.

12. GUARANTEE BY CUSTOMER

- 12.1** The Customer in ordering specific Goods from FW guarantees that in manufacturing such goods FW will not be liable for any infringement of letters of patent, trademarks and registered designs, copyright or other registered or unregistered intellectual property.



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13. WARRANTY

13.1 The liability of FW is limited in all circumstances to:

- * In the case of goods proved under proper care and used to be of faulty manufacture by FW, any one of the following.
- * The replacement of the goods or supply of equivalent goods.
- * The repair of the goods.
- * The payment of the cost of replacing the goods or of acquiring equivalent goods.
- * The payment of the cost of having the goods repaired; or
- * In the case of goods procured from third party manufacturers.
- * The original third-party manufacturer's warranty; or
- * In the case of services;
- * The supply of the services again; or
- * The payment of the cost of having the services supplied again.

13.2 To the extent permitted by law, FW is not bound by any other warranty (express or implied), clause or statement whatsoever by whomsoever made unless the same is set out herein. All liability in contract, tort or arising under legislation or otherwise or any consequential loss, injury damage or expense whatsoever is expressly excluded to the full extent possible.

13.3 Unless full specifications and application details are made available to FW, the Customer acknowledges and agrees that FW does not warrant that the Goods supplied against the Customer's written or verbal order will be fit for the purpose for which they are used. It is the Customer's responsibility at all times to seek expert advice to ensure the goods selected are fit for purpose.

13.4 FW warrants that Goods manufactured by it are branded with the applicable Australian or International quality standard to which they were produced will conform to those standards.

13.5 FW manufactured Goods that are not branded with an Australian or International quality standard are not warranted unless specified in writing to the Customer.

14. JURISDICTION

14.1 This agreement shall be governed by the laws of the State of Victoria.