

# **APPLICATION FOR A CREDIT ACCOUNT**

**(CORPORATE CUSTOMER)**

GAS Structural Pty Ltd  
Trading as:

**G&S Industries**

ACN 008 767 093  
ABN 58 008 767 093

97 GUTHRIE STREET, OSBORNE PARK WA 6017  
PO BOX 222, OSBORNE PARK WA 6917

The following contains the terms and conditions which apply to invoices of G&S Industries (The Company) and are the terms and conditions on which the company may supply goods and services to an approved credit account customer.



**G & S Industries**  
Group of Companies

**G&S Industries Group Of Companies:**  
 G.A.S. Structural Pty. Ltd ABN:58 008 767 093  
 G&S Switchboard Services Pty. Ltd. ABN:36 009 289 892  
 Osborne Park Welding Supplies Pty. Ltd. ABN:89 009 341 495  
 Outdoor Lighting Pty. Ltd ABN:14 008 732 438  
 Kenwick Nominees Pty. Ltd. ABN:76 061 602 853  
 C.S.G. Property Trust Pty. Ltd. ABN:96 621 891 062

Reg. Office: 97 Guthrie Street, Osborne Park, WA 6017  
 Reg. Mail: PO Box 222, Osborne Park, WA 6917  
 Phone: 61-8-9446-8044, 61-8-9446-8266 Fax: 61-8-9446-5456  
 Email: [info@gsindustries.com.au](mailto:info@gsindustries.com.au)

**APPLICATION FOR 30 DAY CREDIT ACCOUNT**  
**PRIVATE & CONFIDENTIAL**  
 (THIS FORM VALID FOR USE AFTER 1<sup>ST</sup> SEPTEMBER 2012)

**ACCOUNT TO BE OPENED IN THE NAME OF ("THE CUSTOMER") (REGISTERED NAME):**

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**AUSTRALIAN BUSINESS NUMBER (ABN):**

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**REGISTERED ADDRESS:**

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**TYPE OF BUSINESS**

INCORPORATED COMPANY  DATE OF INCORPORATION: \_\_\_/\_\_\_/\_\_\_ STATE OF INCORPORATION: \_\_\_\_\_  
 PROPRIETARY COMPANY  LIMITED COMPANY  PUBLIC COMPANY  PAID UP CAPITAL \$ \_\_\_\_\_  
 PARTNERSHIP  GOVERNMENT DEPT./AUTH.

**DIRECTORS / PARTNERS**

NAME NO.	TITLE	HOME ADDRESS	PHONE / MOBILE	DRIVER'S LICENCE
1.				
2.				
3.				

ACCOUNTANT: \_\_\_\_\_

**MAILING ADDRESS FOR CORRESPONDENCE / ACCOUNTS:**

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**DELIVERY ADDRESS:**

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**EMAIL ADDRESS FOR ACCOUNTS:**

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**EMAIL ADDRESS FOR SALES:**

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**PREVIOUS COMPANY OF TRADING NAME(S) (IF ANY):**

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**PARENT / HOLDING COMPANY NAME & ADDRESS (IF ANY):**

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**BANK ACCOUNT INFORMATION**

BANK

BRANCH

BSB NUMBER

ACCOUNT NUMBER

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**GENERAL INFORMATION**

ESTIMATED MONTHLY PURCHASES: \$ \_\_\_\_\_

ORDER NUMBERS TO BE USED: YES  / NO

PURCHASING OFFICER: \_\_\_\_\_

ACCOUNTS CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BUISNESS CONTACT: \_\_\_\_\_

PHONE \_\_\_\_\_ FAX: \_\_\_\_\_

**BUSINESS REFERENCES**

COMPANY

CONTACT

PHONE

FAX

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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**OFFICE USE ONLY**  
*REFERENCES – COMMENTS*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

*ACCOUNT AUTHORIZATION:* \_\_\_\_\_

*DATE:* \_\_\_/\_\_\_/\_\_\_.

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**CONDITIONS OF SALE**  
**PLEASE READ CAREFULLY BEFORE SIGNING**

The below Conditions of Sale shall apply to all sales of goods by G&S Industries Group Of Companies ("G&S") to the customer named within this document ("THE CUSTOMER").

I / We the undersigned hereby request that G&S Industries Group Of Companies supply goods and or services to the said applicant in consideration of G&S Industries Group Of Companies as follows:

1. That all information contained herein is true and correct in every particular and that all material facts have been disclosed to G&S Industries Group Of Companies.
2. The parties acknowledge that the contract embodied herein is made in the State of Western Australia and shall be governed by the laws of that State and agree to submit themselves to the jurisdiction of the Courts of that State.
3. That payment for all goods and / or services supplied by G&S Industries Group Of Companies will be made strictly no later than the expiration of one calendar month following the month of the sale. Time shall be of the essence.
4. If the payment to G&S is tendered by way of cheque or other negotiable instrument, payment shall be deemed to have been made on the date in which the cheque or other negotiable instrument is cleared by G&S's bankers.
5. The goods are to be at the customer's risk and expense from the making of the contract; notwithstanding the passing of risk, the property in the goods ordered does not pass to the customer until payment in full to G&S of all moneys owing for the goods and in respect of the goods has been tendered.
6. G&S's property rights to the goods will not be affected by the fact that the goods become fixtures attached to the premises of the customer or a third party. If G&S enter the premises of the customer or a third party for the purpose of reclaiming possession of the goods of the customer and incur any liability to any occupier of the premises in connection with that entry, the customer must indemnify G&S from that liability.
7. Until the customer has tendered payment in full of all moneys owing to G&S for those goods and in respect of the goods, the customer must hold those goods as bailee for G&S and must, if requested by G&S, keep the goods separate from any other goods of the customer and distinctively marked as the property of G&S. The customer is entitled to re-sell the respective good in the ordinary course of its business to a sub-purchaser and that sub-purchaser will obtain good title, but as between the customer and G&S, the customer will hold the proceeds of that re-sale as trustee for G&S and in the event that payment in full to G&S of all moneys owing for the goods and in respect of the goods is not made by the customer to G&S, the customer will be deemed to have sold as agent of G&S and must account to G&S accordingly. If the applicant is a company then provision of a trading account pursuant to this application is subject to and conditional upon the applicant's directors executing guarantee in the form approved by G&S Industries Group Of Companies.
8. The undersigned and any director or principal of the application have never been bankrupt and are solvent and are able to pay all their debts as they fall due and have not made any compromise or arrangement with their creditors and no application has been made or proposed to summon a meeting of their creditors or any class of them.
9. If the customer defaults in making payment to G&S in accordance with these conditions of sale or, (being a corporation), has a Receiver, Receiver and Manager, Administrator, Liquidator (provisional or otherwise) or Controller appointed, or (being a natural person), commits an act of bankruptcy, dies or becomes of unsound mind or permanently disabled:
  - (a) the entire sum owing by the customer to G&S, for all of the goods sold by G&S to the customer, shall become due and payable immediately and the customer shall not thereafter be entitled to purchase goods on credit from G&S unless G&S has agreed to the same in writing, in which case, unless a contrary intention is shown in such agreement, the payment obligations contained which such default arose; and
  - (b) G&S may in its absolute discretion debit the customer's account with:
    - (i) Interest calculated on the portion of the customer's account overdue from time to time at the rate of 2% per month from the date on which such default arose; and
    - (ii) all collection fees and commissions, administrative costs, out of pocket expenses and legal costs (calculated on a solicitor and own client basis) incurred by G&S as a direct or indirect consequence of such a default.
  - (c) G&S, its employees, servants and / or agents hereby authorized by the customer to enter the customer's premises and retake possession of those goods for which payment has not been made without becoming liable for any loss occasioned thereby. Upon retaking possession of those goods for which payment has not been made, G&S shall within a reasonable time inspect these goods and credit the customer's account with such sum as G&S in its absolute discretion considers to be a fair and reasonable value of the said goods after making due allowance for the price for which those goods were sold to the customer, the condition of the goods at the time of repossession and the costs incurred by G&S in connection with the repossession sorting and examination of the goods.
10. The applicant hereby authorises and permits G&S Industries Group Of Companies to make independent enquiries of third parties concerning the applicant's financial standing and for the purposes of this clause authorises and permits such third parties to supply such information notwithstanding any confidentiality or privilege which applies to the information sought.
11. By accepting delivery of goods and / or services provided in whole or in part, the customer acknowledges having purchased the goods subject to the conditions of sale as set out.
12. G&S shall not be obligated to recognize nor shall it be responsible in law or in equity for any credit claims pertaining to short delivery or claims pertaining to damaged goods unless the Customer has given written notice to G&S within seven days of the date on which the goods in question were delivered to or collected by the customer.
13. Should the customer consider that it has any claim (other than claims of the nature referred to in clause 8. above) against G&S which, having regards to these terms herein, it is entitled to make, it shall:
  - (a) immediately upon becoming aware of the circumstances giving rise to such a claim, notify G&S of the nature of the claim; and
  - (b) allow G&S, its servants or agents full and free access to the goods in relation to which the claim is made (or the place where the goods have been installed or used) for the purpose of conducting such tests and examinations as G&S may in its absolute discretion consider necessary to determine whether the claim is justified or not.

14. The customer acknowledges and agrees with G&S that:
- (a) methods and conditions of application and use of the goods supplied by G&S are beyond the control of G&S;
  - (b) any advice, recommendation, information or services provided by G&S, its employees, servants or agents regarding the goods sold or the methods and conditions of application and use of the goods sold shall not be construed to be contractual conditions or warranties; and
  - (c) G&S shall not subject to the warranties incorporated herein pursuant to Clause 14 hereof be liable to the customer for any lesser damage sustained by the customer as a consequences of any incorrect advice, recommendation, information or services provided by G&S, its employees, servants or agents regarding the goods sold or the method or conditions of application and use of the goods sold whether such loss was caused by any act of negligence, act of recklessness or any breach of any duty of care which may be owed to the customer by G&S, its employees, servants or agents.
15. Subject to the warranties incorporated herein pursuant to Clause 14 hereof, the total liability of G&S, its employees, servants or agents in limited to one or the other of the following at the option of G&S;
- a) the replacement of the goods supplied of the supply of equivalents goods; or
  - b) the payment of the cost of replacing the goods or of acquiring equivalent goods; and does not extend to consequential loss or damage.
16. **ORDERS**  
Any quotation made by G&S to the customer from time to time shall not be construed or operate as an offer or obligation to sell but shall be an invitation to treat only and G&S reserves the right to accept or reject in its absolute discretion any order which may be received by it. Until such time as G&S accepts in writing an order submitted by the customer it shall not be obliged to supply to the customer the goods so ordered PROVIDED ALWAYS that if at any time the customer goes into default in respect of its payment obligations hereunder G&S may cancel or suspend any incomplete order that has been accepted by G&S without being liable to the customer in any way whatsoever AND FURTHER PROVIDED that G&S shall not under any circumstances be responsible to the customer for a breach of its obligation to supply goods pursuant to an order that it has accepted which failure to supply is caused by matters beyond the reasonable control (including by without limiting the generality of the foregoing) acts of God, acts of any government failure, strikes or lockouts, inability to obtain necessary supplies and the like and other force majeure occurrences.
17. **WAIVER**  
No waiver by G&S of any one breach of these General Conditions of Sale shall operate as a waiver of another breach of the same or of any other Conditions of Sale and the doing and/or omission of any act, matter or thing whatsoever by G&S, its employees, servants or agents (which but for this clause ought or might amount to a waiver of G&S' rights in respect of any such breach or default) shall not operate nor be deemed to be a waiver in any way of G&S's rights and powers in respect of such breach or default any rule of law or equity notwithstanding.
18. **WHOLE AGREEMENT**  
The document and any warranties implied by law which are not capable of being excluded or modified embody the entire understanding and the whole agreement between the parties hereto relevant to the subject matter hereof and, subject to the expressed terms contained on any written customer order and written acceptance thereof (which shall only apply to that particular order) all previous negotiations, representations, warranties, arrangements and statements (if any) whether expresses or implied, including any collateral agreement or warranty with reference to the subject matter hereof or the intentions of either of the parties hereto are merged herein and otherwise are hereby excluded and cancelled.
19. **AGREEMENT UNDER TO PRIVACY ACT 1968**  
The customer, being an applicant for credit, and the signatories to this application (The Signatory) agree that G&S may:
- a) give a credit reporting agency personal information including identity particulars (as permitted by the Privacy Commissioner's determination issued under s.18E(3)); the fact that the customer has applied for credit and the amount, the fact the G&S is a current credit provider to the customer advice that payments are have become overdue for more than 60 days and collection action has commenced; advice that payments are no longer overdue; advice that cheques drawn by the customer have been dishonored more than once; in specified circumstances that in the opinion of G&S the customer has committed a serious credit infringement and, that credit provided to the customer by G&S has been paid or otherwise discharged;
  - b) receive a consumer credit report from a credit reporting agency and use the report for the purpose of; assessing an application made by the customer for commercial credit, assessing whether to accept the Signatory as a guarantor in respect of either a loan provided by G&S to a person other than the guarantor or a loan for which an application has been made by a person other than the proposed guarantor to G&S; and, the collection of payments that are overdue in respect of commercial credit provided to the customer by G&S;
  - c) give to or receive from another credit provider (including a bank) a report about the customer's or Signatory's consumer credit worthiness, credit standing, credit history or credit capacity for the purpose of: assessing an application by the customer for credit, notifying other credit providers of a default by the customer or Signatory; exchanging information with other credit provider as to the status of credit with G&S where the customer or Signatory is in default with other credit providers; and, assessing the customers or Signatory's credit worthiness.
20. Property in goods does not pass to the customer until:
- (a) the customer has paid the customer price in full;
  - (b) there is no customer's debt outstanding to the seller.
21. The customer shall pay to the seller the costs and expenses incurred by the seller of solicitors, legal advisors, mercantile agents acting on the seller's behalf in respect of any recovery or attempted recovery of either the purchaser's debt or possession of the goods (whether in whole or in part and the amount payable shall form of the purchaser's debt).

# G U A R A N T E E

In consideration of GAS Structural Pty Ltd trading as G&S Industries ("The Company") agreeing to supply (either now or at some future time) or to continue to supply or to cause to be supplied goods to

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("The Customer") on credit. We the undersigned ("The Guarantors") hereby jointly and severally unconditionally and irrevocably GUARANTEE to the Company as and for our own debts:

1. the due and punctual payment by the Customer of all monies owing by the Customer to the Company in respect of debts incurred on the credit account subsequent to the date hereof;
2. the due and punctual performance and observance by the Customer of all of the Company's terms and conditions of sale.

The Guarantors jointly and severally hereby undertake and agree with the Company that the Guarantors will (notwithstanding that the Company may not have made demand for or taken any other action to recover the monies owed from the Customer) immediately upon demand by the Company upon default the Customer to pay the Company the monies owed.

The Guarantors' liability under this guarantee shall not be affected by the act that any other person who was intended to execute this Guarantee or any one of them has not done so or has not done so effectively or by the discharge under any principle of law or equity of any person who is co-guarantor.

The liability of the guarantors under this guarantee shall not be abrogated, prejudiced or affected by any matter or thing whereby the Guarantors' obligations to pay would, but for this clause, have been abrogated, prejudiced, affected or discharged including, but not limited to, the following:

- a) the granting to the Guarantors (or any one of them) or the Customer of any time, credit or forbearance or any other indulgence, concession or consideration;
- b) the monies payable hereunder not being or ceasing to be recoverable from the Customer for an reason other than that they have been paid;
- c) any variation, exchange, renewal or modification made to or any other dealing by the Company with the terms of the guarantee or any other agreement, arrangement or understanding between the Company, the Guarantors, the Customer or any other person.

I/We agree that the Company may seek from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for credit applied for or provided to the Customer.

I/We agree that the Company approves the Customer's application for credit this agreement remains in force until the credit facility covered by the Customer's application ceases

## THE GUARANTORS

1. NAME AND ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

2. NAME AND ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_

SIGNED BY THE GUARANTOR: \_\_\_\_\_

IN THE PRESENCE OF: \_\_\_\_\_

SIGNED BY THE GUARANTOR: \_\_\_\_\_

IN THE PRESENCE OF: \_\_\_\_\_

END OF DOCUMENT