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[asbestosremovalproducts.com.au](http://asbestosremovalproducts.com.au)

**APPLICATION FOR CREDIT / TRADING  
 ACCOUNT WITH ALLENS INDUSTRIAL PRODUCTS PTY LTD.**

Customers and, where applicable, Guarantor(s) are required to complete this application form in FULL and to sign the application where indicated.

If application for credit is accepted, all credit accounts provided by Allens Industrial Products Pty Ltd to the customer are provided on the general terms and conditions that form part of this application.

**Customer: Please complete either section (A) or (B).**

**A. Partnership / Sole Trader**

Trading Name : ..... ABN: .....

Postal Address: .....

Business Address: .....

Phone: ..... Facsimilie: .....

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

Partners or Traders: 1) Name: ..... D.O.B. .... / .... / .....

Address: ..... Drivers Lic. ....

Partners or Traders: 2) Name: ..... D.O.B. .... / .... / .....

Address: ..... Drivers Lic. ....

**B. Incorporated Company**

Company Name: ..... A.B.N: .....

Trading Name: .....

Postal Address: .....

Business Address: .....

Phone: ..... Facsimilie: .....

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

Registered Office: .....

Parent Company: .....

Directors: 1) .....

2) .....

3) .....

**C. Guarantor Details – Corporate Customers**

Where the Customer is a company (or other incorporated entity), a guarantee must be provided.

Name of Guarantor (Director or other): .....

Address and date of birth of Guarantor:..... D.O.B: .....

Name of Guarantor (Director or other): .....

Address and date of birth of Guarantor:..... D.O.B: .....

**D. (i) Accounts Payable Information – (All Customers to Complete)**

Contact Person: ..... Phone: .....

Email: ..... Fascimilie: .....

**(ii) Invoice delivery method**

Enclosed with goods  Emailed to accounts

**(iii) Purchasing Department Information – (All Customers to Complete)**

Contact Person: ..... Phone: .....

Email: ..... Fascimilie: .....

**E. General Information – (All Customers to Complete)**

Nature of Business: .....

Premises: Owned:  Leased:

How did you hear about Allens Industrial Products? (Please tick)

Allens Sales Representative Name: .....

Existing Allens Customer / Word of mouth

Advertising: Print/ Radio/ Signage

Other: .....

Is the Customer applying for the credit account as trustee of a trust? .....

If yes, state the name and ABN of the trust? ..... A.B.N: .....

Are there any unpaid judgements against the Company/firm/you?.....

**F. Credit Request – (All Customers to Complete)**

Estimated Monthly Purchases: .....

**G. Credit References – (All Customers to Complete – email address preferred)**

Name	Address	Numbers
1.	Email Address:	Phone: Fax:
2.	Email Address:	Phone: Fax:
3.	Email Address:	Phone: Fax:

## TRADING TERMS AND CONDITIONS

1. **General**
  - (a) For the purpose of these terms and conditions of sale any reference to "Allens" shall apply to mean Allens Industrial Products Pty Ltd. All orders placed by Customers and goods supplied by Allens shall be subject to these trading terms and conditions.
  - (b) No amendment of these trading terms and conditions by the Customer will have any effect unless the amendment is expressly agreed to by Allens in writing.
  - (c) On acceptance of any credit application herewith Allens will have sole discretion as to the limit of credit granted to any customer.
2. **Quotation and Prices**
  - (a) Unless otherwise stated in writing any quotation given by Allens is subject to written acceptance reaching Allens within thirty (30) working days immediately following the date of quotation, but no contractual relationship shall arise until the company has accepted the Customers order.
  - (b) When pricing quoted by Allens does not include delivery of goods then Allens may charge the Customer for that cost.
  - (c) Sales tax or GST is not included unless otherwise stated. When sales tax or GST has been indicated to be inclusive it has been calculated at the ruling rate as at the date of quotation. Any change in this rate or additional taxes or government charges which may be applied between the date of our quotation and the invoice date will cause an adjustment in the sale price. Should any such additional costs be applied these would be payable by the Customer.
  - (d) Where a Customer varies an order, Allens may charge additional costs incurred to make such a variation.
3. **Delivery of Goods**
  - (a) Unless otherwise expressly agreed by Allens in writing, goods will be available ex-works. "Delivery" related to goods supplied by Allens will include (i) the address appearing on any invoice for the goods, (ii) Customers nominated delivery address or agents address (iii) or business address of the Customers nominated transport company.
  - (b) A date or time quoted by Allens for collection or delivery of goods will be an estimate only. Any failure by Allens to allow collection or effect delivery of goods at a time requested by the Customer will not entitle the Customer to cancel any order or refuse to collect or accept delivery of any order, nor will it entitle the Customer to claim any compensation or damages.
4. **Claims or Request For Credits**
  - (a) Any claims by the Customer for incorrect quantity, wrongful delivery, or damaged goods must be notified to Allens in writing within 7 days after goods have been received by the Customer .
  - (b) If claims are not made within 7 days, the Customer is deemed to accept the delivery as complete and correct.
5. **Invoices**
  - (a) Allens reserves the right to invoice the Customer upon or prior to collection, delivery or installation of goods subject to any order.
  - (b) Allens also reserves the right to invoice at any time for work in progress for any order.
6. **Terms of Payment**
  - (a) All goods and services purchased during a given month will be paid for in full within 30 days from the last day of the month when the goods were purchased.
  - (b) Allens reserves the right to vary the terms of payment and to require payment in cash in full prior to delivery should the credit worthiness of the Customer become (in Allens discretion) unsatisfactory.
  - (c) In the event your bill remains unpaid and requires the use of debt collection or a mercantile agency, you agree by signing this Credit Application/Proposal/Purchase Order to indemnify myself of all costs associated with this collection.
7. **Title and Risk**
  - (a) Title in all goods which we supply to the Customer remains with Allens until Allens actually receives full payment for them in cleared funds.
8. **Force Majeure**
  - (a) Allens shall not be liable for losses, costs, damages and or expenses suffered by the Customer as a result of any delay or failure by Allens to supply goods where such delay or failure is due to any cause or circumstance beyond the control of Allens.
9. **Default of Trading Terms and Conditions**
  - (a) Default will occur if the Customer fails to comply with any of these trading terms and conditions or if the Customer, being a natural person or persons, commits any act of bankruptcy or, being a corporation, passes a resolution for winding up or enters into any arrangement with creditors or a receiver and/or manager and/or an administrator is appointed to any property or assets of the Customer.
  - (b) In the event of default by the Customer under these trading terms and conditions, all moneys owing to Allens shall, at the option of Allens, become immediately due and payable and Allens may, without notice and in addition to any other rights it may have, suspend or cancel any credit account provided to the Customer and suspend any orders placed by the Customer.
  - (c) 9(b) will apply irrespective of the date of supply of the goods or services and regardless of whether the goods ordered have been collected, delivered or installed.
10. **Governing Law and Submission to Jurisdiction**
  - (a) These trading terms and conditions shall be construed in accordance with the laws of the State of Queensland.
  - (b) The Customer submits to the non-exclusive jurisdiction of the courts at Brisbane in the State of Queensland.
11. **Indemnity by Customer**
  - (a) The Customer hereby indemnifies Allens against all losses, damages, costs (including legal costs on an indemnity basis) and expenses which Allens suffers by reasons of the breach by the Customer of these trading terms and conditions and the operation of, or the exercise by Allens of the rights, benefits and concessions conferred by these trading terms and conditions.
12. **Agreement that Allens may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988)**

If Allens considers it relevant to assessing my/our application for commercial credit, I/we agree to Allens obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Allens.
13. **Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)**

I/we agree to Allens obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Allens or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Allens.
14. **Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K 1(h) Privacy Act 1988)**

I/we agree that Allens may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.
15. **PPS**
  - 15.1 Definitions and Interpretation:
    - (a) "you" means the Customer and "we" or "us" means Allens.
    - (b) "PPS Act" means the Personal Property Securities Act 2009 (Cth);
    - (c) "collateral" has the meaning contemplated by s.10 of the PPS Act and specifically includes all goods (or the proceeds of any sale by you of such goods) in respect of which we have a security interest, as contemplated by clause 15.2(b) below;
    - (d) Where terms are used in this clause 15 of these Trading Terms & Conditions and they are terms defined by the PPS Act, then those terms are intended to have the meaning defined in the PPS Act. This is the case whether or not the terms are indicated as being defined in the PPS Act in the text of this clause 15.

- 15.2** You acknowledge that:
- (a) all goods supplied by us to you are acquired in the course or furtherance of an enterprise by you, and are commercial property (as defined in s.10 of the PPS Act);
  - (b) we will have a security interest (as defined in s.12 of the PPS Act) in goods purchased by you, and in the proceeds of any sale by you of such goods, until title to the goods passes to you in accordance with clause 7 of these Trading Terms & Conditions;
  - (c) the security interest secures the purchase price for all goods supplied by us to you;
  - (d) the security interest attaches to goods purchased by you from us as soon as you have rights in the goods as contemplated by s.19(5) of the PPS Act; and
  - (e) the security interest comprises a purchase money security interest (as defined in s.14 of the PPS Act) to the extent it secures purchase money obligations (as defined in s.14(7) of the PPS Act).
- 15.3** We are entitled to register our security interest pursuant to the PPS Act, and you must do everything (such as obtaining consents, completing, signing and supplying signed copies of documents, and supplying information), which we require to be done for the purpose of ensuring that each security interest of ours is enforceable, perfected, has the required and intended priority, is otherwise effective, and can be practically and lawfully enforced by us against you (and against third parties as relevant).
- 15.4** You hereby waive, as permitted by s.157(3) of the PPS Act, any right to receive a verification statement or any other notice in relation to a registration event (for example, any right under s.157(1) of the PPS Act).
- 15.5** We and you hereby enter into a confidentiality agreement (as contemplated by s.275(6)(a) of the PPS Act) and agree that (subject to section 275(7) of the PPS Act) neither you nor we will disclose information of the kind mentioned in section 275(1) of the PPS Act.
- 15.6** If:
- (a) you dispose of the goods before title to the goods passes to you (whether or not that disposal is with our permission; this clause does not condone or permit any such disposal); and
  - (b) you will, in those circumstances, hold a security interest granted by a third party in respect of the goods (a "secondary security interest");
- then you must:
- (c) establish and implement procedures to perfect that secondary security interest and to maintain it as continuously perfected;
  - (d) take all necessary steps under the PPS Act to obtain the highest possible ranking priority for that secondary security interest;
  - (e) establish and implement procedures and take all necessary steps to reduce (so far as possible) the risk that a third party might acquire an interest in the goods which is free of our security interest or which is free of the secondary security interest; and
  - (f) do everything which we reasonably require to be done to comply with the obligations stated in this clause 15.6.
- 15.7** Payments made by you to us will be applied in the order contemplated by s.14(6)(c) of the PPS Act.
- 15.8** Contracting out of certain enforcement provisions:
- As permitted by s.115(1) of the PPS Act, we and you hereby agree that:
- (a) s.95 and s.130 of the PPS Act, to the extent that each of those sections require us to give notice to you, do not apply to our security interests;
  - (b) s.121(4) and s.132(4) of the PPS Act do not apply to our security interests;
  - (c) We may elect to give notice to you as contemplated by s.135(1)(a) of the PPS Act, but we are not obliged to do so; and
- If:
- i. title to collateral has not passed to you in accordance with clause 7 of these Trading Terms & Conditions; and
  - ii. where we have seized such collateral as contemplated by Division 2 of Part 4.3 of the PPS Act (or have seized such collateral in another manner);
  - iii. then:
  - iv. (noting that the collateral is in fact still our property because title to the collateral has not passed to you) to the extent permissible under the PPS Act, nothing in s.125 or in s.134(1) or in other sections of the PPS Act is to be taken to prevent us from retaining such collateral, without any obligation to take any further step in relation to disposal of the collateral or any obligation to give notice to you in connection with such collateral. It is intended that if this clause 15.8(d) is unenforceable or illegal, then it is intended to be severed from this document without affecting the validity of other sections of this document.

The Customer by executing this document acknowledge that they have read and understand the trading terms and conditions of Allens Industrial Products Pty Ltd and agree to be bound thereby.

**Executed by the Customer:**

Name of Authorised Person (Please Print) \_\_\_\_\_ Signature \_\_\_\_\_

Position Held \_\_\_\_\_ Date \_\_\_\_\_

## 16. Guarantee and indemnity

1. At the request of each person named in part A of the Schedule (each a "Guarantor" and together referred to as "Guarantors"), Allens has indicated that it will:
  - (a) make available to the Company identified in part B of the Schedule (the "Company") certain financial accommodation (which may include forbearing from immediately suing the Company in relation to existing financial accommodation) as described in part C of the Schedule; and/or
  - (b) supply goods or services to the Company as described in part D of the Schedule; and/or
  - (c) enter into or continue the contract, agreement or arrangement (which may include forbearing from terminating or stopping supply under an existing contract, agreement or arrangement) referred to in part E of the Schedule;or any of, or more than one of, those things (which together are all referred to as Allens "making credit available", and "makes credit available" has a corresponding meaning).
2. In consideration of Allens making credit available, each Guarantor hereby unconditionally and irrevocably guarantees to Allens the due and punctual performance of all obligations of the Company to Allens, including payment or repayment of all monies at any time actually or contingently owing to Allens by the Company in connection with Allens making credit available, including in relation to future advances where Allens makes credit available, and on any account (the "Guaranteed Money").
3. The obligation of each Guarantor under this Guarantee and Indemnity is joint and several; any now signing are bound even though others named have not signed, do not sign or any of them may not for any reason be or become bound.
4. If the Company defaults in payment of the Guaranteed Money, then each Guarantor must pay the Guaranteed Money to Allens immediately on demand. Any demand by Allens may be signed by any of its directors, managers or other officers or any of its solicitors, and served on the Company at its registered office or on a Guarantor at the relevant address shown in the Schedule (including by email, if an email address is shown). If posted, with the postage prepaid, the demand will be taken to have been served two business days after posting.
5. The obligation of each Guarantor under this guarantee and indemnity is a principal obligation and is not ancillary or collateral to any right or obligation. Allens is not obliged to take any action against the Company before taking action against any Guarantor.
6. This is a continuing guarantee. The liability of each Guarantor is absolute and unconditional and will not be affected by anything at all which, but for this provision, might operate to relieve the Guarantor of his or her obligations, including, without limitation:
  - (a) any transaction or arrangement, including an arrangement which increases the Guaranteed Money, any extension of time, waiver or release, or any variation in terms or conditions, which may be made or given between the Company and Allens or a Guarantor or anyone else, whether or not known to the relevant Guarantor;
  - (b) the bankruptcy or death, or the insolvency, winding up, liquidation, becoming insolvent under administration or becoming an externally-administered body corporate of the Company, a Guarantor, or any other person;
  - (c) the fact that any other person fails to become bound or ceases to be bound as surety or otherwise in respect of the Guaranteed Money;
  - (d) any failure by Allens to give notice, or any other omission, delay or mistake on the part of Allens; and
  - (e) any change in the constitution, directors or management of the Company or in the relationship between a Guarantor and the Company.
7. Until all Guaranteed Money has been irrevocably paid in full, no Guarantor may exercise any right to recover from the Company, nor exercise any rights as surety in competition with Allens.
8. Until the time when all Guaranteed Money has been irrevocably paid in full, if the Company is wound up, Allens may prove for all moneys which any Guarantor may have paid under this guarantee and indemnity and need not apply, in discharge of the Guaranteed Money, any moneys which it receives.
9. For the consideration mentioned above, each Guarantor unconditionally and irrevocably indemnifies Allens against any loss which it may suffer because the whole or any part of the Guaranteed Money is not recoverable from the Company, or not recoverable from any Guarantor as a surety, and each Guarantor unconditionally and irrevocably indemnifies Allens against any losses, claims and liability whatsoever arising, directly or indirectly, out of or in connection with Allens making credit available to the Company or in connection with any default of any obligations owed to Allens by the Company or by any Guarantor.
10. Any statement by Allens as to the amount of Guaranteed Money which is due and payable by the Company, or as to the amount of Guaranteed Money which is, or may be, recoverable from any Guarantor is prima facie evidence of the relevant amount.
11. If a claim is made that any payment, transfer or other transaction in respect of the Guaranteed Money is void or voidable for any reason and that claim is upheld, then the rights of Allens under this guarantee and indemnity are to be reinstated, in respect of that payment, transfer or other transaction, as if it had not been affected.
12. Each Guarantor must, on demand, pay and indemnify Allens in respect of all costs, fees, expenses and duty in connection with this guarantee and indemnity and enforcement of it.
13. Any disputes or proceedings in connection with this guarantee and indemnity are governed by Queensland law and must be commenced and continued in Queensland, and the parties submit to the jurisdiction of Queensland courts.
14. Each Guarantor declares that the credit to be provided to the Company by Allens making credit available is to be applied wholly or predominantly for business or investment purposes.
15. Each Guarantor warrants that before execution of this deed the Guarantor has sought such advice as he or she considers necessary to understand the full extent of his or her responsibilities under this guarantee, and in particular the financial impositions on him or her as Guarantor which will arise from this deed. Each Guarantor has acquainted themselves with the circumstances in which Allens is making credit available to the Company, and with relevant documentation between Allens and the Company, has sought such advice thereon as he or she considers necessary, and has not requested any additional time in which to obtain advice. Each Guarantor has satisfied themselves as to the financial position of the Company and its capacity to meet its obligations to Allens.
16. Each Guarantor charges all of the Guarantor's present and after-acquired property (and proceeds thereof) with the obligations of the Guarantor under this guarantee and indemnity to Allens, and in doing so each Guarantor grants Allens a security interest in (and Allens takes a security interest in) all of the Guarantor's present and after-acquired property (and proceeds thereof). Allens is entitled to register its security interest pursuant to the Personal Property Securities Act 2009 (Cth) ("PPS Act") and each Guarantor must do everything which Allens requires to be done for the purpose of ensuring that each security interest of Allens is enforceable, perfected, has the required and intended priority, is effective and can be practically enforced against the Guarantor and against third parties. Each Guarantor also waives, to the extent permitted by s.157(3) of the PPS Act, any right to receive a verification statement or any other notice in relation to a registration event (for example, any right under s.157(1) of the PPS Act). The Company and each Guarantor hereby enter into a confidentiality agreement (as contemplated by s.275(6)(a) of the PPS Act) and agree that (subject to section 275(7) of the PPS Act) neither of them will disclose information of the kind mentioned in section 275(1) of the PPS Act. S.95 and s.130(a) of the PPS Act, to the extent that each of those sections require Allens to give a Guarantor notice, do not apply to Allens' security interests (to the extent permitted by the PPS Act). S.121(4) and s.132(4) of the PPS Act do not apply to Allens' security interests (to the extent permitted by the PPS Act). Allens may elect to give notice to a Guarantor as contemplated by s.135(1)(a) of the PPS Act, but is not obliged to do so.
17. Each Guarantor also charges any interest which the Guarantor has in any and all real property (for example, land, buildings and fixtures) with the obligations of the Guarantor under this guarantee and indemnity, to Allens and agrees that Allens has a caveatable interest in and a right to a mortgage over any such real property. Each Guarantor must do everything which Allens requires to be done, including signing further documents required by Allens, in its discretion, for the purpose of documenting and registering any

such caveat or mortgage and related arrangements such as deeds of priority with other parties, in such a way to ensure that such caveat or mortgage is enforceable, has the required and intended priority and is effective and can be practically enforced against the Guarantor and against third parties.

**SCHEDULE**

A. 1 Name, address and date of birth of Guarantors: [**\*\*Guarantors' full names, address details including email address and date of birth here**]

.....  
.....

A. 2 .....

.....

B. Details of the Entity whose liabilities are being guaranteed: [**\*\*Entity Name and ABN details here**], and any of its subsidiaries, associates and related parties which may receive the direct or indirect benefit of the financial accommodation, goods and services or contract as mentioned in this document (the "Company").

.....

C. Nature of financial accommodation: Financial accommodation in the form of credit and / or continued credit [**\*\*including in relation to the existing balance owed to Allens**], up to an approved limit determined by Allens in its discretion from time to time, for a period of time and on terms determined by Allens in its discretion from time to time, in connection with the supply of goods and services by Allens to the Company or the Company's subsidiaries, associates or related parties.

D. Goods and services which may be supplied: As provided for in orders between Allens and the Company, on the basis of Allens' Trading Terms & Conditions.

E. Contract or agreement which has already been or may be entered into: Allens' Trading Terms & Conditions, any credit application to Allens, and associated and related documents and correspondence.

**EXECUTED AS A DEED**

Signed:

Date of signing:

Signature of witness:

.....  
Guarantor

..... / ..... / 20...

.....  
Witness's signature

.....  
Print Witness's name

Signed:

Date of signing:

Signature of witness:

.....  
Guarantor

..... / ..... / 20...

.....  
Witness's signature

.....  
Print Witness's name