

TITAN BUILDING SUPPLIES

"Titan, helping build your reputation"

ABN: 15146152561

19 Dooley Street, North Rockhampton

PO Box 3447, Red Hill mail centre, Rockhampton, QLD 4701

PH 0749301100

FAX 0749273713

APPLICATION FOR A 30 DAY CREDIT ACCOUNT

(Payment terms are from the end of the month purchase)

Date of Application: _____ / _____ / _____

Applicant: _____

Trading Name: (if Applicable) _____

Business Address: _____

Suburb: _____ Post Code: _____

Phone: _____ Fax: _____

Postal Address: _____

Suburb: _____ Post Code: _____

ABN: _____

Please indicate organisation type:

Public/Private Company: Sole Trader: Partnership: Trust: Other:

If trust ABN/CAN of trustee legal entity: _____

Directors/Partners or Owners Details:

Name: _____	
Director: <input type="checkbox"/>	Partner: <input type="checkbox"/> Owner: <input type="checkbox"/> Date of Birth _____ / _____ / _____
Private Telephone No: _____	
Address: _____	

Name: _____	
Director: <input type="checkbox"/>	Partner: <input type="checkbox"/> Owner: <input type="checkbox"/> Date of Birth _____ / _____ / _____
Private Telephone No: _____	
Address: _____	

Business Details

Type of Business: _____

Years under present control: _____

Turnover (sales) per year: \$ _____

Total Assets: \$ _____

Total Liabilities: \$ _____

Are your premises: Owned: Leased: Buying:

Name of your Accountant: _____ Phone No: _____

Bank: _____ Branch: _____

Account Number: _____ Contact: _____

Trade References:

Please ensure trade references reflect the dollar value of purchases which you intend to make with Titan building supplies. For example if you need a \$10,000 account, trade references should be for other companies where you spend around \$10,000 per month or more – where this is not possible (i.e. a new company) then a directors guarantee may be sufficient until a trading history is established.

Company Name:	_____		
Telephone No:	_____	Facsimile No:	_____
Average mthly purchase	_____	Account no.	_____

Company Name:	_____		
Telephone No:	_____	Facsimile No:	_____
Average mthly purchase	_____	Account no.	_____

Company Name:	_____		
Telephone No:	_____	Facsimile No:	_____
Average mthly purchase	_____	Account no.	_____

Account Request:

30 Day Credit Requirement: \$ _____

Contact person for Order queries:

Name: _____ Phone No: _____

Contact person for Order queries:

Name: _____ Phone No: _____

Please Note:

Allow five working days for your account application to be processed – longer if all details are not completed.

No products can be supplied or deliveries made before your account is opened unless arrangement is made with Titan Building Supplies management.

Application Submitted by:

Name: _____

Position: _____

Phone No: _____

Office Use:

Date Received: _____

All Pages Received: Yes / No

Directors of Purchase Signed: Yes / No

Conditions of Purchase Signed: Yes / No

Submitted for Trade Reference Checking: _____

Internal Summary Sheet and recommendation submitted: _____

Terms and Conditions of Credit:

1. The person completing this application on behalf of the applicant represent and warrants that all of the information contained is true and correct and that person is duly authorized to sign this application on behalf of the applicant.
2. The applicant authorizes Titan building supplies (hereinafter referred to as Titan building supplies) to make enquiries as to the credit worthiness of the applicant including enquiries as to the trade references, the bankers of the applicant and any credit reporting agency. The applicant authorizes disclosure to Titan building supplies. The applicant agrees that the information provided in this application and any relevant trade information arising from dealings between the applicant and Titan building supplies which may include personal information may be disclosed to a credit reporting agency or other similar person or entity. The information which may be given to a credit reporting agency or other similar person or entity includes:
 - 2.1 The fact that you have applied and the amount.
 - 2.2 The fact that Titan building supplies is a current credit provider to you.
 - 2.3 Payment which becomes overdue more than 60 days and for which collection has commenced.
 - 2.4 Advice that payments are no longer overdue.
 - 2.5 Cheques drawn by you which have been dishonored more than once.
 - 2.6 In specified circumstances that, in the opinion of Titan building supplies, you have committed a serious credit infringement.
 - 2.7 That credit provided to you by Titan building supplies has been paid or otherwise discharged.
3. If Titan building supplies considers it relevant to assess an application by the applicant for either personal or commercial credit or both the applicant agrees to Titan building supplies obtaining from a credit reporting agency or a business which provides information about the credit worthiness and activities of a person, a report containing information about the applicant's personal or commercial credit worthiness and activities.
4. If Titan building supplies considers it relevant to collect overdue payments in respect of personal or commercial credit provided to the applicant the applicant agrees to Titan building supplies receiving from a credit reporting agency a credit report containing personal information about the applicant in relation to collection overdue payments.
5. The applicant agrees that Titan Building Supplies may give to and seek from any credit provider solicited in the credit application as credit references or bankers or such other credit providers as Titan Building Supplies may choose and any credit providers that may be named in a credit report issued by a credit reporting agency information about the applicant's credit including any information about the applicant's credit worthiness and activities that credit providers are allowed to give or receive from each other under the privacy act.
6. The applicant understands the information may be used for the following purposes:
 - 6.1 To assess an application by the applicant for credit.
 - 6.2 To notify other credit providers of a default by the applicant.
 - 6.3 To exchange information with other credit providers as to the status of this credit where the applicant is in default with other credit providers.
8. The applicant agrees that the applicant's credit insurer or insurers or their agent or agents may obtain the applicant's credit report from a credit reporting agency to assess the provision of insurance to Titan Building Supplies in relation to the applicant's application for personal or commercial credit with Titan Building Supplies.
9. The applicant declares and warrants that any products purchased will be used for commercial purposes and not for the applicant's personal, domestic or household use.
10. To secure payment of all monies which may become payable by the applicant to Titan Building Supplies, the applicant Here by Charges with the due payment of those monies all of the applicants interest in real property both present and future and the applicant consents to Titan Building Supplies lodging a caveat or caveats noting its interest pursuant to such charges. The applicant hereby agrees to indemnify the applicant for all legal costs and fees in respect to such charge and caveat noting its interest pursuant to such charges.
11. Titan Building Supplies will be deemed to have accepted this application if it allows the applicant to trade with it on credit and the applicant agrees that all of the terms set out in this application shall be binding on the applicant.
12. The applicant agrees that payment shall be made within 30 days from the end of the month in which goods were purchased.
13. Interest will be charged on overdue accounts at current bank overdraft rates of Titan Building Supplies unless otherwise arranged with Titan Building Supplies management.
14. The applicant agrees that property in any goods shall remain with Titan Building Supplies until all monies owing by the applicant to Titan Building Supplies, together with all collection, repossession and legal costs and taxes where applicable has been made by the applicant. All goods are at the entire risk of the applicant from the time of delivery. Until payment in full of the goods has been made the applicant shall hold them as bailer and the applicant consents to Titan Building Supplies entering the applicant's premises to recover the goods if the applicant is in breach if the terms of this application and the applicant shall grant reasonable access rights to Titan Building Supplies and its employees or agents shall be entitled to do all things required to secure repossession.
15. The applicant will pay to Titan Building Supplies the cost and expenses incurred by it or its solicitors, legal advisers, mercantile agents and other parties acting on Titan Building Supplies' behalf in respect to any recovery action that Titan Building Supplies commences.
16. The applicant agrees that the terms of this application shall be governed by the laws of the State of Queensland and the applicant submits to the non-exclusive jurisdiction of the appropriate Queensland Court.
17. The applicant will be obliged to make payment in full if the credit limit is exceeded by the applicant or if the applicant is in breach of any terms of this application.
18. The applicant agrees that if it commits or is involved in any act of insolvency the applicant will be in default of this application.

The application hereby agrees to the above and to be bound by the Terms and Conditions as set out above and it is expressly agreed and acknowledged that such terms and conditions have been read and fully understood.

Dated this _____ day of _____ 20__

SIGNATURE: _____

FULL NAME OF SIGNATORY: _____ **Position:** _____

WITNESS SIGNATURE: _____ **Witness Full Name:** _____

WITNESS ADDRESS: _____

This is a legal contract – Do not sign unless you have read and understood the document

AGREEMENT OF GUARANTEE AND INDEMNITY

Agreement of Guarantee and Indemnity made on _____ day of _____ 20

BETWEEN

TITAN BUILDING SUPPLIES ABN 15146152561, of Rockhampton 4701 the “beneficiary”.

AND

- 1. _____ the “guarantor”
- 2. _____ the “guarantor”
- 3. _____ the “guarantor”

Pursuant to the “Agreement”, _____ is the “borrower”.

1. Definitions and Interpretation

1.1 Definitions

In the guarantee and indemnity, unless the context otherwise requires: “Agreement” means the “30 Day Credit Account Agreement”;

“Borrower” means the company, partnership, sole trader, or individual that has entered into the Agreement with the beneficiary.

“Guarantor” means an individual or individuals;

“Insolvency” includes bankruptcy, administration, compromise, arrangement amalgamation, reconstruction, winding up, dissolution and assignment

“Security” Means any Mortgage, pledge, lien, charge or other security and any guarantee, suretyship or other obligation whereby a responsibility is assumed for any obligation or indebtedness or the insolvency or financial condition of any other person.

1.2 Interpretation

In this guarantee and indemnity unless the contract requires:

- 1.2.1 word denoting the singular number include the plural and vice versa;
- 1.2.2 words denoting individuals include corporation and vice versa;
- 1.2.3 heading are for convenience only and will not affect interpretation;
- 1.2.4 references to any document or agreement include that agreement or document as amended, novated, supplemented or replaced at time to time.

2. Unconditional Guarantee and Indemnity

In consideration of the beneficiary agreeing at the request of the guarantor to provide financial credit to the borrower under the agreement, the guarantor unconditionally guarantees to the beneficiary:

- 2.1 to indemnify the beneficiary against any loss incurred by the borrower if the borrower defaults or fails in the due and punctual observance and performance of any of its liabilities and obligations and agreements;
- 2.2 the due and punctual payment by the borrower alone, or with any other person, of all the monies that are, or become, due and payable by the borrower;

- 2.3 where the borrower defaults in the due and punctual payment of the monies, or any part of them, the guarantor shall pay those monies to the beneficiary, or as directed by the beneficiary, immediately on demand and
- 2.4 Pursuant to the terms of the Agreement the due and punctual observance by the borrower of all its other liabilities, obligations and agreements to the beneficiary.

3. Principal Obligation

This guarantee and indemnity is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation.

4. Continuing Guarantee and Indemnity

This guarantee and indemnity is a continuing guarantee and indemnity and is irrevocable and will remain in full force and effect until discharged.

5. Absolute Liability of the Guarantor

- 5.1 This guarantee and indemnity may be enforced against the guarantor without the beneficiary first being required to exhaust any remedy it may have against the borrower.
- 5.2 The liability of the guarantor is absolute and is not affected or limited by any of the following:
- 5.2.1 any concession to the borrower;
 - 5.2.2 any choice to exercise, any legal or other rights against the borrower;
 - 5.2.3 any variation in the Agreement between the beneficiary and the borrower;
 - 5.2.4 any change to the constitution, or the company structure of the borrower;
 - 5.2.5 the obligations of the borrower becoming illegal or void;
 - 5.2.6 any failure of the beneficiary to notify the guarantor if the default of the borrower;
 - 5.2.7 any legal limitation related to the borrower;
 - 5.2.8 the borrower entering into any transactions unknown to the guarantor;
 - 5.2.9 the bankruptcy or insolvency of the borrower;
 - 5.2.10 the failure or delay of the beneficiary to enforce the guarantee and indemnity;
 - 5.2.11 where the guarantor comprises more than one person, any of these persons being released from the guarantee;
 - 5.2.12 the beneficiary choosing to act against any or all of the guarantors at any time; and
 - 5.2.13 Any other fact or circumstance, which but for this provision, could or might operate to abrogate, prejudice or affect this guarantee.

6. Limitation on Guarantor's Rights

Until the beneficiary has been paid in full, the guarantor is not:

- 6.1 entitled to share in any money or security held by the beneficiary;
- 6.2 entitled to take any steps to enforce any right or claim against the borrower, and
- 6.3 Entitled to exercise right in competition with the beneficiary.

7. Expenses

The guarantor indemnifies the beneficiary for any cost incurred by the condition of this guarantee and indemnity.

8. Assignment

This guarantee and indemnity and the rights of the beneficiary under it may be assigned and transferred at any time by the beneficiary without the permission of the borrower or the guarantor.

9. Notices

Any demand or notice will be served on the guarantor either by post or electronic mail. Any demand or notice may be addressed to the guarantor at the address or place of business, or electronic mail address, last known to the beneficiary. The demand or notice will be deemed to have been received on the second business day on which it was posted, or electronically mailed, and will be effective even if it is returned undelivered to the beneficiary.

EXECUTED AS AN AGREEMENT OF GUARANTEE AND INDEMNITY

TITAN BUILDING SUPPLIES by its duly authorised person:

_____ **SIGNED** **BY:**

Guarantor 1: _____ **Date:** _____

(Signature)

Full Name

Print:

In presence of:

Witness: _____ **Date:** _____

(Signature)

Address:

Guarantor 2: _____ **Date:** _____

(Signature)

Full Name

Print:

In presence of:

Witness: _____ **Date:** _____

(Signature)

Address:

Guarantor 3: _____ **Date:** _____

(Signature)

Full Name

Print:

In presence of:

Witness: _____ **Date:** _____

(Signature)

Address:
