



**DURALEX**

3-5 Muriel Ave, Rydalmere NSW 2116 Tel: (02) 9638 0568 Fax: (02) 9684 1864

**CREDIT ACCOUNT APPLICATION.**

Account Number:

SOLE TRADER  PARTNERSHIP  INCORPORATED COMPANY   
(Sole Trader applicants are required to complete the privacy agreement on page 4.)

**TRADING NAME** (in full).....  
.....

(The above Trading Name is referred to in this document as the "Customer")

**BILLING ADDRESS**.....

**DELIVERY ADDRESS**.....  
.....

**REGISTERED OFFICE ADDRESS** .....

**TEL** ( ).....**FAX** ( ).....**EMAIL:** .....

**NATURE OF BUSINESS**.....

**CREDIT LIMIT REQUESTED \$**.....

**PERSON RESPONSIBLE FOR PAYMENT/CREDIT MATTERS**.....

**BANK**.....**BRANCH**.....

If the business is a **LIMITED COMPANY** please state;

**INCORPORATED COMPANY NAME** (In Full) .....

**AUTHORISED CAPITAL \$** ..... **PAID TO \$** .....

**NUMBER OF EMPLOYEES**.....**YEARS OF INCORPORATION**.....

**ULTIMATE BENEFICIAL SHAREHOLDER** (full names and addresses)  
.....  
.....

**A.C.N.** ..... **A.B.N.** .....

**DIRECTORS** (full names and addresses)  
.....  
.....

If the business is **CONTROLLED BY A TRUST**, please state

**NAME OF TRUST** (In Full).....  
.....

If the business is a **PARTNERSHIP OR PROPRIETORSHIP** please state;

**PRINCIPAL PROPRIETOR OR PARTNERS** (full names and addresses)  
.....  
.....

**ANY FINANCIAL ASSOCIATION WITH ANOTHER COMPANY OR BUSINESS?**  
.....

## **DURALEX PAINTS PTY LTD - STANDARD TRADING TERMS AND CONDITIONS**

These conditions shall apply to every sale made or agreed to be made by the seller and no variation or abrogation of the same shall be effective unless it is evidenced in writing and signed on behalf of the seller.

1. **Definitions** in these conditions:
  - "*Conditions*" means the terms of these Conditions of Sale;
  - "*Customer*" means a person, firm or corporation seeking to acquire Goods or services from the Supplier and where application includes the Application in the Commercial Credit Application and, if the Customer consist of more than one person, each of them jointly and severally;
  - "*Goods*" means all goods and or materials supplied by the Supplier to the Customer;
  - "*Other Property*" means all present and after-acquired property of the Customer (except the Goods) whether acquired alone or jointly as a tenant in common or as a joint tenant;
  - "*PPSA*" means the Personal Property Securities Act 2009 (Cth) as amended
  - "*Security Agreement*" and "*Security Interest*" have the same meaning ascribed to them in the PPSA;
  - "*Services*" means any and all services supplied by the Supplier to the Customer; and
  - "*Supplier*" means DURALEX PAINTS PTY. LTD. (ABN 17 000 392 227)
2. As the Supplier cannot supervise the application, use or storage of the Goods, the Supplier does not warrant the fitness of the Goods for any particular purpose even though that purpose may be known to them and no such warranty is to be implied from the name or description under which the goods are sold AND all conditions and warranties which might but for this provision be implied by law are hereby expressly negated.
3. As to any claim against the Supplier not debarred by the immediately preceding Clause 2 it shall be a condition of precedent to any such claim by the buyer that written notice setting out particulars of the alleged defect be given by the Customer to the Supplier within reasonable time after the delivery of the materials and that the whole or an adequate part of the unused material be returned to the Supplier and the Supplier have had a reasonable opportunity of examining it.
4. The liability of the Supplier under any contract shall in every case be limited to supplying by way of replacement of the materials, subject of such contract, Goods in the same quantity and of the same kind or as closely similar thereto for consequential loss or damage whatsoever or howsoever arising.
5. Notwithstanding any prior discussion, suggestion, representation or undertaking by the Supplier or its duly authorised representative this warranty represents all the agreement and understanding between the Supplier and the Customer or his or its duly authorised representative.
6. Unless otherwise agreed by the parties in writing payment of the price of the goods and any administration charge shall be made on or before the thirtieth day of the month following the month in which the goods are delivered and or Services supplied. Should the Customer exceed these terms and should collection and/or legal action by the Supplier be taken for recovery of this account; by accepting the supply of these goods and/or services, the Customer thereby agrees to be responsible for and to reimburse all costs and commissions in any collection and/ or legal action which are incurred, and are payable in actions taken for the recovery of this account. Interest on the overdue amount will be added to the debt at the prevailing rate pursuant to the *Penalty Interest Rates Act 1983* plus 2 per cent from the due date until the date of payment in full;
7. **Passing of Property in Goods.** The Customer agrees:
  - a) that these Conditions constitute a Security Agreement for the purpose of the PPSA;
  - b) that these Conditions create a Security Interest in all Goods (and the proceeds of the Goods) in favour of the Supplier to secure the purchase price for the goods;
  - c) that the following sections of the PPSA do not apply: 95, 118, 121(4), 125, 129(2), 129(3), 130, 132(3)(d), 132(4), 135, and, to the extent section 115(7) applies, each section of Part 4.3 of the PPSA is excluded unless the Supplier elects in writing to retain 4.3 (which the Supplier may elect to do either in whole or in part); and
  - d) to waive it's right to receive notice of a verification statement in relation to registration of a Security Interest.The Customer:
  - a) further agrees that these Conditions also create a Security Interest in all of the Customer's Other Property, although such Security Interest is not intended to prevent the Customer from transferring such Other Property in the ordinary course of the Customer's business; and
  - b) separately charges all land owned now and in the future by the Customer whether owned alone or jointly as a tenant in common or as a joint tenant,  
in favour of the supplier to secure payment and performance of all the Customer's obligations under these conditions.The Customer agrees:
  - a) title and property in all Goods remain vested in the Supplier and do not pass to the Customer;
  - b) the Customer must hold the goods as fiduciary Bailee and agent for the Supplier;
  - c) the Customer must keep the Goods separate from its own goods and maintain the labelling and packaging of the Supplier;
  - d) the Customer is required to hold the proceeds of any sale of the goods on trust for the Supplier in a separate account.
  - e) the Customer must deliver up all Goods to the Supplier immediately upon service of a written demand; and
  - f) the Supplier may without notice, enter any premises where it suspects the Goods may be and remove them, notwithstanding that they may have been attached to other Goods not the property of the Supplier, and for this purpose the Customer irrevocably licences the Supplier to enter such premises and also indemnifies the Supplier from and against all costs, claims, demands or actions by any party arising from such actions,  
until full payment in cleared funds is received by the Supplier for all Goods supplied by it to the Customer, as well as all other amounts owing to the Supplier by the Customer.The Customer may resell the Goods in the ordinary course of business (but may not otherwise sell or encumber the goods) and if it does so shall receive the proceeds of resale as trustee of the Supplier, to be held on trust for the Supplier. The Supplier shall be entitled to trace the proceeds of re-sale.  
To assure performance of its obligations under these Conditions, the Customer hereby grants the Supplier an irrevocable power of attorney to do anything the Supplier considers should be done by the Customer pursuant to these conditions. The Supplier may recover from the Customer the cost of doing anything under this clause 7, including registration fees.
8. Goods returned, a minimum stocking charge of 15% will apply to all goods returned as aged or excess stock.
9. Tinted goods are not returnable.
10. The Customer shall not alter, remove or in any way tamper with any of the trade or other marks or numbers of the supplier attached to or placed upon the goods.
11. The Supplier will make all reasonable efforts to have the goods delivered to the Customer on the date agreed between the parties as the Delivery Date, but the Supplier shall be under no liability whatsoever should delivery not be made on this date.
12. Any notices to be given to the Customer shall be deemed to be given upon it's being posted or sent by facsimile or email, to the address of the Customer set out in the contract or to the Customers registered office or the Customers last known address.
13. Should the Customer cancel an order after it has been despatched by the Supplier, or should the Supplier need to stop delivery of an order for any reason perceived to be the fault of the Customer after the order has been despatched, then the Customer will be responsible for all costs involved in returning the goods to the Suppliers premises.
14. The Supplier reserves the right to refuse supply until all outstanding accounts are paid.
15. Prices subject to alteration without notice.

**TRADE CREDIT REFERENCES:** (three required from major trade suppliers of goods rather than services)

Please do not quote Head Office Accounts

(i)..... PHONE ( ).....  
.....FAX ( ).....

(ii).....PHONE ( ).....  
.....FAX ( ).....

(iii).....PHONE ( ).....  
.....FAX ( ).....

**DECLARATION**

I/We have thoroughly read and I/We understand Duralex’s Standard Trading Terms and Conditions presented in this document and accept same without reservation taking particular notice therein of Clause (6) governing Duralex’s Retention of Title conditions. I/We furthermore certify that the information I/We have given herein is true and correct to the best of my/our knowledge and belief. I/We hereby authorise Duralex to check my/our credit history, and to exchange relevant information with the referees nominated on this document, and I/We agree to provide a bank opinion on me/us if requested

**For and on behalf of:**

(The “purchaser” referred to in this document)

SIGNED:.....DATE:.....  
FULL NAME:(PRINT).....TITLE:.....

SIGNED:.....DATE:.....  
FULL NAME:(PRINT).....TITLE:.....

DURALEX REPRESENTATIVE:.....

COMMENTS.....  
.....  
.....

**DURALEX’S INTERNAL USE ONLY:**

Notified by letter:.....Approved / Declined Credit Limit \$.....Per Month

HBT Yes/No ..... Run 2

Authorised by:.....Date:.....

Discount Rate % : ..... Discount Code: .....

Warehouse Location: ..... Sales Rep:..... State Code: .....

Introduced By: ..... Entered onto Mailing List: YES.....

**Optional: To be completed by sole trader applicants only.**

## **Privacy Act 1988 for Sole Traders**

**1. Agreement that Duralex Paints Pty Ltd may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988)**

If Duralex Paints Pty Ltd considers it relevant to assessing my/our application for commercial credit, I/we agree to Duralex Paints Pty Ltd obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Duralex Paints Pty Ltd.

**2. Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)**

I/we agree to Duralex Paints Pty Ltd obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Duralex Paints Pty Ltd or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Duralex Paints Pty Ltd.

**3. 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 Duralex Paints Pty Ltd 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.

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please tick Yes or No if you wish to have your store added to our retail listing on our website.

YES  NO  If yes, please sign here.....

Manufactured under an ISO 9000 Certified Quality Management System

**For prompt processing please return to:  
Michelle Roberts, Duralex Paints Pty Ltd  
3 Muriel Ave, RYDALMERE NSW 2116  
Fax – 02 9684-1864  
Email – [accounts@duralexpaints.com.au](mailto:accounts@duralexpaints.com.au)**