



2 College Road Berrimah NT 0828
 PO Box 15 Berrimah NT 0828
 Ph: (08) 8947 7100 Fax: (08) 8947 7122
<http://www.ntfcss.com.au>

CREDIT APPLICATION

ACCOUNT NAME: _____

TRADING ADDRESS: _____

POSTAL ADDRESS: _____

BUSINESS STRUCTURE: Public Coy Private Coy Partnership Sole Trader

TYPE OF BUSINESS: _____

DATE COMMENCED: _____ ABN: _____

PHONE: _____ MOBILE: _____

ACCOUNTS EMAIL ADDRESS: _____

PURCHASING EMAIL ADDRESS: _____

DETAILS OF DIRECTORS/OWNERS: (Please Sign)

NAME: _____ Signature: _____

ADDRESS: _____

NAME: _____ Signature: _____

ADDRESS: _____

BANK DETAILS

BANK NAME: _____ BRANCH: _____

TRADE REFERENCES

COMPANY: _____ PHONE: _____

COMPANY: _____ PHONE: _____

COMPANY: _____ PHONE: _____

MONTHLY CREDIT REQUIRED: \$ _____ ORDER NO'S REQUIRED Y / N

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AGREEMENT CONDITIONS

IN CONSIDERATION of you granting credit/agreeing to sell goods/services to us, we the Directors/Owners declare and agree as follows:

- a) The information given is true in all respects.
- b) We will promptly advise you of any proposed changes to any of the above information.
- c) Should there be a constitutional change in Business we will notify NTF Construction Supply Specialists Pty Ltd in writing of the change and agree that until notification in writing from NTF Construction Supply Specialists Pty Ltd accepting changes is received, we agree to accept personal liability.
- d) No goods will be ordered unless the company or we has the capacity to pay the invoiced price.
- e) There will be sufficient funds in our bank account to meet any cheque drawn in your favour in payment of our account.
- f) The account will be a strictly 30 day account and will be paid within 30 days from the end of the trading month.
- g) Understand that "Stop Supply" is automatically initiated in NTF Construction Supply Specialists system to our account that has invoices which are outstanding beyond our trading terms of 30 days and or if our credit limit is exceeded.
- h) NTF Construction Supply Specialists Pty Ltd may withdraw credit facilities without prior notice.
- i) We will pay any collection costs (including legal expenses and debt collection expenses) incurred in obtaining payment as an addition to our account.
- j) We will pay interest on all overdue accounts at the current rate of bank interest on business overdraft accounts (from time to time) calculated from the due date for payment of the account up to and including that date of payment.

THE PRIVACY ACT

1. NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY:
Under the Privacy Act a supplier may give a credit reporting agency personal information about your credit application. This information includes:
 - a) Your name, date of birth, address, employer and driver's licence number.
 - b) The fact that you have applied for credit and the amount.
 - c) The fact that each supplier is a current credit provider to you.
 - d) Payments overdue more than 60 days, and for which collection action has commenced.
 - e) Advice those payments are no longer overdue.
 - f) Cheques drawn by you which have been dishonoured more than once.
 - g) In specific circumstances, that in the opinion of each supplier you have committed a serious credit infringement.
 - h) That credit provided to you by each supplier has been paid otherwise discharged.
2. I/WE AGREE THAT:
 - a) Each supplier may obtain from a credit reporting agency a credit report containing personal credit information (or a commercial credit worthiness report) of me/us in relation to commercial or personal credit provided by it.
 - b) If considered relevant to collecting overdue payments for commercial credit provided to me/us, each supplier might receive from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.
 - c) Each supplier may give to and seek from any credit providers named in this credit application, and credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
3. I/we understand the information may be used for the following purposes:
 - a) To assess any application by me/us for credit
 - b) To notify other credit providers of a default by me/us
 - c) To exchange information with other credit providers as to the status of this loan where I/we are in default with other credit providers.
 - d) To assess my/our credit worthiness.

GENERAL TERMS AND CONDITIONS OF SALE

Where in these terms and conditions the word 'Company' is used it shall take to mean NTF Construction Supply Specialists Pty Ltd.

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The customer acknowledges that these general terms and conditions apply in relation to all sales of goods or services by the Company to the customer and to all orders placed with the Company.
No person acting or purporting to act on the Company's behalf has the authority to make any promise, representation or undertaking or to add to in any way these general terms and conditions of sale except expressly in writing.
These terms and conditions are in addition to and in no way are intended to limit, vary or exclude any rights conferred by the conditions and warranties implied by the Trade Practices Act 1974 or by any similar legislation of a State or Territory of Australia which prohibits any such limitation variation or exclusion.

GST

GST will be shown separately on the Customers 'TAX INVOICE'.

PAYMENT

Payment of all goods purchased from the Company is due and payable at the time of invoice and where a 30 day credit account has been approved, payment must be made on or before that last working day of the month following that in which deliveries are invoiced. The company may in its absolute discretion refuse credit or supply of goods without giving any notice whatsoever. Payment must be prompt and notwithstanding any previous indulgences, we reserve the right to require payment on demand.

TITLE TO GOODS

All goods supplied by the company shall be at the customers risk from the time of delivery. The legal and equitable title to and property in the goods will not pass until the customer has paid all moneys owed to the company on any account whatsoever. Payment shall not be deemed to occur until all cheques in payment or moneys owing to the company have been presented and cleared in full. The company reserves the right to enter upon premises for repossession of goods and without prejudice to any other rights of recovery available. Until all goods are paid for in full the relationship of the customer to the company shall be as a fiduciary in respect of the goods and accordingly, the customer, if required by the customer, shall store the goods in such a way that they can be recognised as the property of the Company and if the goods are sold by the customer, the company shall have the right to trace the proceeds thereof.

DELIVERY

Any times quoted for delivery and installation are estimates only. The Company shall not be liable for failure to deliver or install or for delay in delivery or installation arising from any cause whatsoever beyond the Company's control. The customer shall not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery or despatch. The Company reserves the right to deliver by portion and each portion shall not entitle the customer to repudiate the contract. Delivery will be deemed to have occurred when unloaded at our premises and goods be the risk of customer after unloading.

COLLECTION OF GOODS

Goods ordered for collection or asked to be manufactured and held 'until advised' will be held for a maximum of 20 working days after the specific date. The goods will then in the discretion of the Company either be delivered to the customer's premises or to a depot selected by the Company. When the goods can be despatched to the customer or collected by him at a later date, at the customers expense, and any additional cost (including cost or damage or storage) incurred by the Company as a result of holding material for longer than 20 days after the specified date will be charged to the customer's account and shall be payable by the customer as part of the goods in question.

GUARANTEE

In consideration of NTF Construction Supply Specialists Pty Ltd (hereinafter called "The Creditor") from time to time extending, providing or agreeing to extend credit to the Trader (herein after called "The Debtor")
The Directors

(Insert name of Directors)

(Insert Signature of Directors)

OR

The Guarantors

Hereby personally guarantee jointly and severally to pay the Creditor on demand all monies now owing or payable hereafter to become owing or remaining unpaid to the Creditor by the Debtor and guarantee the performance and observance of any obligation as between the Debtor and the Creditor, and also;

- 1) the Creditor pursuant to this guarantee is authorised as follows:

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- a. to grant the Debtor or any other guarantor under this guarantee time or any other indulgence or consideration
 - b. to vary or alter the terms of any agreement between the Creditor and the Debtor
 - c. to compound with or release in whole or in part or discharge ant any time and from time to time
 - d. to grant any other guarantor the release wholly or in part from any obligation in or implied by the guarantee, without discharging or releasing or in any way affecting the liability of any guarantor
- 2) any payment made to the Creditor and later avoided by the application of any statutory provision shall be deemed not to discharge any guarantor's liability and in such an event the parties are to be restored to the rights which each respectively would have had if the payment had not been made
 - 3) the guarantors shall not be releases by any act of the Creditor which might result in prejudice to any guarantor, or by any legal disability on the part of the Debtor or any other guarantor under this agreement
 - 4) this agreement shall be and remain a continuing guarantee.

DIRECTORS/OWNERS

DATED THE _____ DAY OF _____, 20____ AT _____

NAME _____ SIGNATURE _____

WITNESS _____ NAME _____

ADDRESS _____

NAME _____ SIGNATURE _____

WITNESS _____ NAME _____

ADDRESS _____

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NT Fasteners Pty Ltd Bank Details

NAB
Smith St Darwin NT 0801
Account number: 949148271
BSB : 085-933

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Web: www.ntfcss.com.au