



GEORGE WHITE & CO. PTY. LTD.

A.B.N. 87 004 191 495

A.C.N. 004 191 495

ESTABLISHED 1854

**NON-FERROUS PRODUCTS: ALUMINIUM, BRASS, BRONZE
COPPER & NICKEL PRODUCTS**

Registered Office & Sales:

1 TREForest DRIVE, CLAYTON, VIC. 3168 AUSTRALIA

Telephone: [+613] (03) 9544 1100 Facsimile: [+613] (03) 9544 1200

Postal Address:

P.O. BOX 5226, CLAYTON, VIC. 3168 AUSTRALIA

APPLICATION FOR CREDIT ACCOUNT

(This information will be treated Confidential)

Business Name: _____ ARBN/ACN _____

Trading Name: _____ ARBN/ACN _____

Postal Address: _____

Delivery Address: _____

Telephone Number : STD () _____ Fax Number : STD () _____

Internet: _____ E-mail Address: _____

Bank with: _____ Telephone Number: STD () _____

Bank Address: _____

Date Business Commenced: _____ Line of Business: _____

{Tick One} [] Sole Trader [] Partnership [] Company

Premises: OWNED/LEASED/RENT

Authorized Capital: \$ _____ Paid Up Capital: \$ _____ ABN _____

Directors/Partners Full Name	Address	Telephone
_____	_____	_____

Business References: NAME (in full) _____ TELEPHONE (Must Complete) _____

1. _____

2. _____

3. _____

4. _____

I/We request a CREDIT AMOUNT of \$ _____ and realize that this will be the Credit Limit for the Account at any particular time. I/We understand that goods supplied on this account are payable on a **THIRTY DAYS NETT CASH** basis

I/We request that GEORGE WHITE & COMPANY P/L grant Credit account facilities and in acceptance of the above terms and having read the CONDITIONS OF SALE supplied with this application, I/We have supplied the information requested, that all information supplied is true and correct in every particular. I/We acknowledge that if this Company grants Credit, this will be done in reliance upon the information supplied by me.

SIGNATURE: _____ POSITION: _____ DATE: _____

Senior Company Position and Authorized
to apply for Credit Facilities

Print in BLOCK LETTERS Fill in the Name of the Signature.

CONDITIONS OF SALE

1. Interpretation

In these conditions unless the context or the contrary intention otherwise requires:

- Company - means George White & Co. Pty. Ltd.
Goods - means all products distributed and services provided by the company.
Manufacturer - means the manufacturer or the supplier of goods distributed by the company.

2. Contract

A binding and concluded Contract shall come into existence between the company and the party placing an order ("the Purchaser") when the Purchaser places an Order with the Company AND the Order is accepted by the Company. The Purchaser and the Company agree that these Conditions of Sale shall bind the parties in all future transactions and shall only be varied by written terms signed by an authorized representative of the company.

3. Duties and Taxation

The Purchaser shall indemnify the Company in respect of the cost of any sales tax or any other taxes, duty or levy incurred by the company in acquiring any goods ordered by the Purchaser.

4. Price and Payment

- (a) The Company shall submit to the Purchaser an invoice setting out the purchase price for the goods delivered on or after the delivery of the goods to the Purchaser. The purchase price shall be calculated in accordance with the Company's Price List as at the date of despatch; provide that between the time of order and despatch, amendment to the Price List shall be in accordance with Manufacturers' prices and the Australian Copper Price. The Company reserves the right to amend its Price List from time to time;
- (b) The Purchaser agrees to pay to the Company in full the total purchase price as stated in the Company's invoice within thirty days of the receipt by the Purchaser of the Company's invoice. In the event that the Company's invoice is posted by ordinary pre-paid post, the Purchaser shall be deemed to have received the Company's invoice two clear days after the date of posting;
- (c) The Company reserves the right to make part deliveries of any goods ordered by the Purchaser and each part delivery shall entitle the Company to invoice the Purchaser for same whereupon payment shall be made in accordance with Clause 4(b) hereof;
- (d) The Company reserves the right without explanation to place any account C.O.D. and/or to refuse payment by cheque;
- (e) The Purchaser shall pay interest on all outstanding amounts due to the Company at the rate of 2.0% per centum per month (or such lesser rate as the Company may specify) from the due date until payment thereof.

5. Ownership and Risk

The Purchaser agrees and acknowledges that:

- (a) Title to the goods ordered herein shall vest in the Purchaser only upon the Company's receipt of payment in full for the goods and until payment in full, the goods shall be returnable to the Company upon demand;
- (b) If the Purchaser makes payment by cheque the Company shall be deemed not to have received payment in full for the goods until the cheque is cleared; and
- (c) If for any reason the goods become lost or damaged after delivery to the Purchaser and prior to payment of same, the Purchaser agrees that the Purchaser shall indemnify the Company for any expense caused by such loss or damage.

6. Delivery

- (a) The goods shall be delivered by the Company to the Purchaser within the time or times set out in the Order and to the place specified by the Purchaser in the Order. In the event that the Purchaser does not specify a place for delivery, the place for delivery shall be deemed to be the Purchaser's place of business. Should the Purchaser wish to change the time and place of delivery, it must notify the Company in writing of such changes within a reasonable time before the date of delivery;
- (b) The goods shall be delivered by the Company in accordance with the terms hereof and the Company may impose a charge for delivery.

7. Warranty

- (a) The Company warrants that upon payment to it of the total purchase price provided for herein the Purchaser will obtain good title to the goods ordered herein free and clear from all encumbrances;
- (b) Subject to the provisions of the Trade Practices Act 1974 as amended ("the

Act") the Company's liability for a breach of a condition or warranty implied by the Act shall be limited to:

- (i) In the case of goods, any one of the following as determined by the Company:
- the replacement of goods;
 - the repair of goods;
 - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - the payment of the cost of having the goods repaired;
- (ii) In case of services any one of the following as determined by the Company:
- the supplying of the services again;
 - the payment of the costs of having the services supplied again.
- (c) The Company shall not be liable or deemed to be in default or failure in performance under this Agreement for any interruption resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, wars, accidents, fires, explosions, earthquakes, floods, strikes, labour disputes, Government actions, shortage of suitable parts, or any similar or dissimilar cause beyond the reasonable control of the Company;
- (d) Except as expressly stated in this Agreement the Company accepts no other responsibility or liability whatsoever including liability for negligence or any liability for consequential loss, howsoever arising. All conditions and warranties contained or implied by any Statute or Rule of Law are hereby expressly excluded and negated provided that nothing in this Agreement shall exclude, restrict or modify any condition, warranty or liability of any statute which may at any time be implied in this Agreement where to do so is illegal or would render any provision of this Agreement void.

8. Suitability for Purpose

- (a) To the full extent permitted by law the Purchaser hereby indemnifies and holds the Company, its servants and agents and each of them harmless against all claims or loss or damage arising directly or indirectly out of the Purchaser's use, possession or ownership of the goods or out of any failure of the said goods to perform a particular result or to comply with a particular specification and without limiting the generality hereof should the Purchaser have either expressly or by implication made known to the Company or to the person by whom any antecedent negotiations were conducted any particular purpose for which the goods are being acquired, the Purchaser acknowledges that it has not relied on nor would it have been reasonable for it to be held to have relied on the skill or judgement of the Company when deciding whether the said goods were reasonably fit for that purpose.
- (b) Except as provided in Clause 7 hereof no return of goods would be accepted.

9. Legislative Complaint

No warranty is given or responsibility accepted by the Company to ensure that the goods ordered comply with marketing and/or labelling and/or packaging of goods. Compliance with the requirements of such legislation shall be the sole responsibility of the Purchaser.

10. Default

- (a) If the Purchaser defaults in payment of any amount due to the Company, the Purchaser hereby irrevocably gives the Company licence, in addition to and without limitation of any other right it may have, without notice to enter on any premises where any of the goods are kept and repossess same and thereafter to deal with the goods as its own property.

The Purchaser acknowledges that to the maximum extent possible by law it shall do all things that may be reasonably requested by the Company including the obtaining of permission of any person or Company to enter upon the premises where any of the goods may be located in order to give effect to this covenant.

- (b) The Purchaser will indemnify the Company against loss or outgoing suffered as a result of any breach or non-compliance by the Purchaser of any of these conditions of sale.

11. Law

This Agreement shall be construed to accord to the laws of the State of Victoria and the parties hereto submit to the jurisdiction of the Courts of that State.

12. Storage

The Company advises that, whilst aluminium, brass and copper products will not rust, moisture trapped between articles when stored can lead to staining. This is not detrimental to the life of the article but stains are not easily removed.

AGREEMENT UNDER THE PRIVACY ACT

DEFINITIONS:

The "Company" shall mean George White & Company P/L;

The "Purchaser" shall mean the entity applying for credit and/or the purchase of goods on credit.

The Purchaser and the signatory agree that the Company may:

(A). give a credit reporting agency the following personal information:

- (1) identify particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E(3));
- (2) the fact that the Purchaser has applied for credit and the amount;
- (3) the fact that the Company is a current credit provider to the Purchaser;
- (4) payments which become overdue more than forty-five days, and for which collection action has commenced;
- (5) advice that payments are no longer overdue;
- (6) cheques drawn by the Purchaser which have been dishonoured more than once;
- (7) in specified circumstances, that, in the opinion of the Company, the Purchaser has committed a serious credit infringement;
- (8) the credit provided to the Purchaser by the Company 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:

- (1) assessing an application made by the Purchaser for commercial credit;
- (2) the collection of payments that are overdue in respect of commercial credit provided to the Purchaser by the Company.

(C). give to or receive from another credit provider (including a bank) a report about the Purchaser's consumer credit worthiness, credit standing, credit history or credit capacity for any of the following purposes:

- (1) to assess an application by the Purchaser for credit;
- (2) to notify other credit providers of a default by the Purchaser;
- (3) to exchange information, with other credit providers, of the status of credit with the Company where the Purchaser is in default with other credit providers;
- (4) to assess the Purchaser's credit worthiness.

(D). where goods are supplied to the Purchaser on credit, the Purchaser irrevocably authorises the Company, its employees and agents, to make such inquiries as it deems necessary to investigate the credit worthiness of the Purchaser from time to time.

SIGNED: _____ DATE: ____/____/____

By a duly authorised person

NAME: _____ ← PRINT NAME of above signature

BUSINESS NAME: _____ ACN/ARBN _____

TRADING NAME: _____ ACN/ARBN _____

ADDRESS: _____

TOWN: _____ STATE: _____ POSTCODE: _____