



**OLDFIELDS PTY LIMITED**

A.B.N. 54 000 034 346 A.C.N. 000 034 346

**HEAD OFFICE: 8 Farrow Road, Campbelltown NSW 2560, Australia**

**PO Box 1613, Campbelltown NSW 2560**

**Tel: (02) 46450785 Fax: 46200025**

**APPLICATION FOR 30 DAY ACCOUNT**

Company Name: \_\_\_\_\_ Pty Limited

ACN Number: \_\_\_\_\_ ABN Registration : \_\_\_\_\_

Trading As (If Applicable): \_\_\_\_\_

Postal Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Delivery Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone No: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_ Account Statement: Fax / Email / Posted

Date Business Established: \_\_\_\_\_ Under Present Ownership Since: \_\_\_\_\_

Nature Of Business: \_\_\_\_\_ Accounts Payable Contact: \_\_\_\_\_

Credit Limit Required: \$ \_\_\_\_\_ or Unknown Credit Required **YES / NO** (circle one)  
**(Limits in excess of \$10'000 will require a Directors Guarantee / Limits will be enforced)**

Parent company/Subsidiary or associated company: \_\_\_\_\_

<u>Directors Names</u>	<u>Addresses</u>	<u>Date of Birth</u>	<u>Drivers Licence No</u>

Is the business being financed by either bank or finance Company ? YES/NO

If yes, please provide details \_\_\_\_\_

Are there any charges over the business ? YES/NO

If yes, please provide details \_\_\_\_\_

Is your company a Partnership - Nominee - Trustee - Sole Trader \_\_\_\_\_  
**(If application is made as a trustee or nominee, a personal guarantee must be supplied).**

Are Business Premises owned ? YES/NO Leased/Rented ? YES/NO



**Payment Option:** If you wish us to process payment of the account monthly by credit card please

Tick the following: **Mastercard,** **Bankcard,** **Visa Card,**

Card Number: \_\_\_\_\_ Expiry Date : \_\_\_\_/\_\_\_\_/\_\_\_\_

Card HoldersName: \_\_\_\_\_ Signature: \_\_\_\_\_



**PLEASE NOTE THE FOLLOWING CONDITIONS APPLY UPON OPENING OF THIS ACCOUNT**

1. Trading Terms are strictly 30 Days from end of month statement.
2. I/we acknowledge that Oldfields Pty Limited may at any time terminate the company's right to purchase goods and service if payment is not received within 60 days and interest may be charged on overdue amounts.
3. I/we also agree that the costs of collection of any monies then due and payable including but not exclusively the fees of any mercantile agent or solicitors engaged by Oldfields Pty Limited shall be recoverable in full against the company.
4. I/we also agree in the event of a dishonoured cheque all bank related charges will be charged back to the company.

Dated \_\_\_\_\_ Day of \_\_\_\_\_ 19 .

Name (printed) \_\_\_\_\_ Signature \_\_\_\_\_

Position \_\_\_\_\_ Witness \_\_\_\_\_

Name (printed) \_\_\_\_\_ Signature \_\_\_\_\_

Position \_\_\_\_\_ Witness \_\_\_\_\_

Name (printed) \_\_\_\_\_ Signature \_\_\_\_\_

Position \_\_\_\_\_ Witness \_\_\_\_\_

Company Seal or Stamp

**Trade References**

a) Name \_\_\_\_\_ Tel No. \_\_\_\_\_

b) Name \_\_\_\_\_ Tel No: \_\_\_\_\_

c) Name \_\_\_\_\_ Tel No: \_\_\_\_\_



**CREDIT APPLICATION**

All products are sold by the Company subject to its Terms and Conditions of Sale.

i) Authority to Sign

The person signing on behalf of the applicants (or the applicants as the case may be) warrants that:

- a) They have authority to sign on behalf of and to bind the applicant.
- b) The information provided is true and correct in every detail.

ii) Credit Enquiries and Information

- a) Permission is hereby granted to the Company to carry out such credit enquiries as the Company may in its sole discretion determine.
- b) The Company is hereby authorised to provide such information concerning the applicant to any other parties as the Company may in its sole discretion determine.
- c) The applicant hereby indemnifies the Company in respect of any claims of actions arising out of the obtaining or providing of information concerning the applicant in exercise of its discretion as outlined above.

Applicants Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(NAME IN BLOCK LETTERS)

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_  
(SIGNED ON BEHALF OF APPLICANT)

OFFICE USE ONLY: (To be completed by the sale representative)

Sales Representative: \_\_\_\_\_ Rep Code: \_\_\_\_\_

Recommended Pricing Structure: \_\_\_\_\_

Expected Monthly Sales: \_\_\_\_\_ Approved by: \_\_\_\_\_

Backorders Accepted: YES / NO (Please circle one) Invoice with Goods: YES / NO



## Private Information Policy

Below is a statement on the management of your personal information. The company aims to protect your privacy as part of the National Privacy Principles, Effective from 21 December 2001 The Privacy Act.

In accordance with the privacy act you can access personal information about you held by Oldfields Pty Ltd, and advise if you think it is inaccurate, incomplete or out-of-date. If you wish to contact Oldfields please write to the Privacy Officer, Oldfields Pty Ltd P.O Box 1613 Campbelltown NSW 2560.

You agree that, subject to the Privacy Act, we and our agents may do the following (and other persons mentioned below can disclose personal information to us for these purposes.

- Information from credit reporting Agencies obtain credit reports about you from credit reporting agencies to access your application or to collect overdue amounts from you, and obtain personal information from a business that provides commercial credit worthiness information.
- Disclose to credit reporting agencies Disclose personal information to credit reporting agencies of debt collectors acting on behalf of the company during or after providing credit for you. This includes but is no limited to:
  - That you applied for credit and your credit limit, and that we are a credit provider for you.
  - Advise about your account payments at least 60 days overdue and which are in collection,(and advise that payments are no longer overdue.
  - Advise that cheques drawn by you have been dishonored.
  - Our opinion that you do not intend to meet your credit obligations or you have committed some serious infringement.
  - That credit made to you has been paid or otherwise discharged.
- Credit Providers Exchange personal information with credit providers named in you application form Oldfields Pty Ltd. This is for the purposes including but not limited to:
  - Assessing your credit worthiness, your application for the credit facility and for any subsequent application of variation being made.
  - For the purposes of informing the provider with an account stop list for accounts that have become 45 Days overdue or for the purpose of declining any transaction you wish to make. Our administration of your account.
- Persons you tell us about Exchange personal information with any person you have whose name you have given us from time to time. This includes for example confirmation of application details with an accountant, Landlord, Tax agent, or Solicitor.
- Collection Agency if you are in default under the account, notify and exchange information with our collection agency.
- Marketing lists use personal information for marketing purposes. This includes putting you name and contact details on a mailing list for the purpose of offering you goods or services and providing these details to our affiliated companies for the purpose of offering you goods and services.
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- Telecheck or Equifax authorisations when you present any cheque as a form of payment the company may seek to obtain authorisation from companies that insure against bounced cheques to provide personal details to these companies that take on the collection of any monies and associated fees for collection of dishonored cheques.



## STANDARD CONDITIONS OF SALE

### 1) **Terms of Payment**

The terms of payment are Net Cash Thirty (30) days after the end of the month in which delivery is made, unless otherwise agreed to by the company in writing.

### 2) **Risk**

All risk for loss or damage after delivery is to the account of the Purchaser.

### 3) **Return of Goods**

Goods cannot be returned after 14 days of invoice date without the approval of the Company.

### 4) **Specification**

The Company may modify the design of its goods without notice.

### 5) **Delays**

The date for delivery (if any) shown hereon is the estimated date for delivery only and the Company shall be under no liability for any loss or damage however arising if the goods are not delivered by that date. Where the Company is unable to deliver the goods because of hindrances such as accidents to machinery, differences with workmen, strikes, lockouts, breakdowns, labour shortages, fires, floods, priorities required or requested by any Government or its agents, delays in transportation, lack of transportation facilities or restrictions imposed by any laws or any cause beyond the control of the Company, then the estimated date for delivery shall be extended until the cessation of the effect of such hindrances.

### 6) **Liability in the event of sale to non-consumers**

In the case of goods or services which are supplied by the Company to a person or corporation who or which is not a consumer within the meaning of the Trade Practices Act (Commonwealth) (a "Consumer").

- a) The Purchaser agrees that in purchasing the goods or requiring the services it has not relied on any inducement, representation or statement made by or on behalf of the Company and that there are no implied conditions or warranties herein and no collateral contracts in connection herewith (except such as may be in writing and signed by a duly authorized representative of the Company).
- b) No claim for shortage of or damage to goods will be entertained by the Company unless a claim in writing is received within 14 days after delivery. The goods in respect of which any such claim is made shall be preserved intact as delivered for a period of 14 days after such notice is given within which time the Company shall have the right to attend and inspect the goods. Any breach of this Condition shall disentitle the Purchaser to any allowance for a claim. The Company shall not be liable to make good any expenditure, damage and/or loss arising out of any use or dealing with any goods delivered pursuant to this contract, however, such expenditure, damages or loss shall arise and whether from any defect in the goods or otherwise, the Company's liability being strictly limited to replacement of any defective goods on such defective goods being returned to the Company.
- c) The Company shall not be liable for any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred by the Purchaser. Goods delivered to the Company remain at Purchaser's risk; and
- d) In the event that the Purchaser duly calls upon the Company to indemnify the Purchaser pursuant to a right accruing to the Purchaser under the Trade Practices Act in respect of any liability of the Purchaser to a Consumer as a result of a breach of a condition of warranty implied by the Trade Practices Act in a contract for the supply of goods by the Purchaser to that Consumer
  - i) In respect of goods that are of a kind ordinarily acquired for personal, domestic or household use or consumption, the foregoing provisions will not apply and the liability of the Company to the Purchaser is limited to indemnifying the Purchaser in accordance with the Trade Practices Act, and
  - ii) In respect of goods other than goods of a kind ordinarily acquired for personal, domestic or household use or consumption, the foregoing provisions will not apply and the liability of the Company to the Purchaser is, subject to the Trade Practices Act, limited to a liability to pay the Purchaser an amount equal to the cost of replacing the goods, or the cost of having the goods repaired, whichever is the lowest amount.

### 7) **Liability in the event of sale to consumers**

In the case of goods or services which are supplied by the Company to a person or corporation who or which is a Consumer:

- a) Except for any other conditions or warranties issued in writing by the Company and except for those conditions and warranties implied by the Trade Practices Act or other sale of goods or consumer protection legislation which may not be excluded, the Purchaser agrees that it has not relied on any inducement, representation or statement made by or on behalf of the Company in purchasing the goods or requiring the services and that there are no implied conditions or warranties herein or collateral contracts in connection herewith (except such as may be in writing and signed by a duly authorized representative of the Company);
- b) To the extent that the goods or services, the subject of these provisions are goods or services of a kind not ordinarily acquired for personal, domestic or household use or consumption (within the meaning of the Trade Practices Act) the liability of the Company to a Purchaser who is a Consumer for breach of any warranty or condition (other than a warranty or condition implied by Section 69 of the Trade Practices Act) or for breach of a duty of care shall in all cases be limited, at the option of the Company, in the case of goods, to any one or more

of the replacement of the goods or the supply of equivalent goods, the repair of goods, the payment of the cost of replacing the goods or acquiring equivalent goods or the payment of the cost of having goods repaired, and, in the case of services, the supplying of services again or the payment of the cost of having the services supplied again, and (without limiting the generality of the foregoing) shall not include any liability in respect of or

arising out of or in connection with any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred as a result of breach; and

c) Goods delivered to the Company remain at the Purchaser's risk.

#### **8) Order Variations**

Alterations to orders will not be accepted once production of the goods has commenced.

#### **9) Alteration of Contract**

Unless expressly acknowledged by the Company in writing, any variations to this contract are not accepted and will be treated as inapplicable.

#### **10) Purchased Equipment**

The Company will, upon request, and at the cost of the Purchaser, assign to the Purchaser such guarantees or warranties from equipment suppliers and sub contractors as it receives and are capable of assignment.

#### **11) Governing Law**

This contract shall be governed by the laws of the State of New South Wales and the parties submit to the jurisdiction of its courts.

#### **12) Title**

- a) Title to and property in the goods shall not pass to the Purchaser until the Purchaser has paid the Company the total purchase price of the goods under this contract and all monies outstanding under any other sale of goods contract with the Company.
- b) Until payment of the total purchase price (or all monies outstanding), the Purchaser shall store the goods as bailee in such a way that clearly identifies the goods as being the property of the Company.
- c) Until payment of the total purchase price (or all monies outstanding), the Purchaser is to insure the goods with all proper care. Any insurance claims in respect of damage to or destruction of the goods are hereby assigned to the Company. The Purchaser hereby indemnifies the Company against any loss or damage to the goods however arising.
- d) The Purchaser is entitled to resell the goods in the usual course of its business but, in such case, the Company is to be entitled to receive from proceeds of such sub-sale payment of the total purchase price (or all monies outstanding), which proceeds to the extent of the amount of the total purchase price outstanding (or all monies outstanding) shall be kept in a separate account and held by the Purchaser in trust for the Company.
- e) The Purchaser shall, on request, disclose to the Company all relevant information regarding the goods and any sub-sale by the Purchaser.
- f) The Purchaser shall inform the Company immediately of any levy of execution to attempt the levy execution by a third party against the goods, the title to which is reserved to the Company pursuant to this contract or any other sale of goods contract with the Company.
- g) If the Purchaser fails to pay the Company the total purchase price on the due date for payment or any of the events referred to in Clause 13 occur, then without prejudice to any other remedy the Company shall be entitled to retake possession of the goods or any part of the goods without notice or demand and for the purpose the Purchaser authorizes the Company by its servants or agents to enter any premises owned, leased or otherwise occupied by the Purchaser for the purpose of taking possession of the goods and authorizes the Company by its servants or agents to use all reasonable force to obtain such possession. In the event that the goods are not situated on premises owned, leased or otherwise occupied by the Purchaser, the Purchaser shall arrange that the Company be entitled to collect the goods wherever they are situated.

#### **13) Default**

The Company is not obliged to deliver the goods or any part of the goods if:-

- a) The Purchaser is in default of any of its obligations under this contract or any other sale of goods contract with the Company;
- b) The Purchaser (or if the Purchaser is a partnership, a partner in the Purchaser) being a natural person, commits an act of bankruptcy and/or becomes insolvent, bankrupt or calls a meeting of its creditors;
- c) The Purchaser, being a company, goes into receivership or liquidation or is wound up or dissolved or enters into any scheme or arrangement with its creditors or any class thereof or is placed under official management or a receiver or manager or a receiver and manager of its assets is appointed or an inspector or investigator is appointed pursuant to the Corporations Law or is deregistered; or
- d) The Company has reasonable grounds for suspecting that the Purchaser may be in default of this contract or any other sale of goods contract with the Company, or shall become insolvent, bankrupt or call a meeting of creditors, or go into receivership, official management or liquidation (except for the purpose of voluntary re-organisation).

#### **14) Payments**

- a) The Company shall appropriate payments by the Purchaser for goods under this contract or any other sale of goods contract with the Company as it thinks fit, notwithstanding any purported appropriation by the Purchaser to the contrary.
- b) Payments made by cheque shall not be considered to have been made until the cheque is honoured.

#### **15) Severability**

Any provision of this contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability but that shall not invalidate the remaining provisions of this contract or affect the validity or enforceability of such provision in any other jurisdiction

**16) Interpretation**

"Company" means Oldfields Pty Limited, A.C.N. 000 034 346 and/or any of its related corporations as defined in Section 9 of the Corporations Law.

**17) Entire Agreement**

17) This agreement contains the entire agreement of the parties with respect to its subject matter. Except as set out in this agreement, there are no representations or warranties that have been relied upon by the Purchaser in entering into an agreement.