



168A Settlement Road,
Thomastown. Victoria. 3074
Ph: (03) 9465-1233
Fax: (03) 9465-9841
ALL PAINT SUPPLIES
(mel ref. 9 E 11)

DATE:.....

**CUSTOMER CREDIT APPLICATION
COMPLETE IN FULL – PLEASE PRINT**

1. REGISTERED COMPANY NAME
- CONTACT OF BUSINESS
2. BUSINESS NAME
3. BUSINESS ADDRESS
4. ABN NUMBER ACN NUMBER.....
5. PHONE NUMBER.....FAX NUMBER.....EMAIL.....
6. POSTAL ADDRESS
-
- DELIVERY ADDRESS.....
-
7. DATE OF COMMENCEMENT OF BUSINESS
8. PERIOD OF OCCUPATION OF BUSINESS PREMISES
9. BANK BRANCH
10. ANTICIPATED MONTHLY CREDIT
11. FOUR CURRENT TRADE \ CREDIT REFFERENCES:
 - 1) PH:..... FAX.....
 - 2) PH:..... FAX.....
 - 3) PH:..... FAX.....
 - 4) PH:..... FAX.....





168A Settlement Road,
Thomastown. Victoria. 3074
Ph: (03) 9465-1233
Fax: (03) 9465-9841
ALL PAINT SUPPLIES
(mel ref. 9 E 11)

BI-WIZE PAINT DISTRIBUTORS PTY LTD (TRUSTEE FOR BI-WIZE PAINT DISTRIBUTORS TRUST)

- 1) APPLICATION
The above named applies to Bi-Wize Paint Distributors Pty Ltd for credit in relation to the supply of goods and services and acknowledges that payment of all amounts due to Bi-Wize Paint Distributors Pty Ltd will be made within 30 days from the date of invoice.
The above mentioned undertakes to notify Bi-Wize Paint Distributors Pty Ltd in writing of any changes in the legal situation of the customer.
- 2) GUARANTEE
The above named and undersigned directors in consideration of Bi-Wize Paint Distributors Pty Ltd extending credit to the customer jointly and severally:
 - i. Guarantee the due payment by the customer of all amounts due to Bi-Wize Paint Distributors Pty Ltd. **Within 30 days of invoice.**
 - ii. Indemnify Bi-Wize Paint Distributors Pty Ltd, in respect of any loss or damages suffered through default by the customer in payment of any amounts so falling due.
 - iii. Acknowledge this guarantee and indemnity shall be a continuing guarantee and indemnify for all monies owing by the customer to Bi-Wize Paint Distributors Pty Ltd, in respect of any goods supplied.
 - iv. Acknowledge that Bi-Wize Paint Distributors Pty Ltd, may recover from the guarantors all monies due from the customer Bi-Wize Paint Distributors Pty Ltd, has made no demand on the customer.
- 3) TERMS OF SUPPLY
The customer and the guarantors acknowledge that goods will be supplied only on the terms endorsed.

SIGNED FOR AND ON BEHALF OF THE CUSTOMER

Name:..... Position:.....

Signed:..... Date:.....

Above section must be completed.

1) Name of Director:

Address of Director:.....

Signature of Director:..... Date:.....

Above section must be completed.

2) Name of Director:

Address of Director:.....

Signature of Director:..... Date:.....

3) Name of Director:

Address of Director:.....

Signature of Director:..... Date:.....





BI-WIZE PAINT DISTRIBUTORS TRUST
A.B.N. 62 374 690 320 A.C.N. 004 811 741

168A Settlement Road,
Thomastown. Victoria. 3074

Ph: (03) 9465-1233

Fax: (03) 9465-9841

ALL PAINT SUPPLIES
(mel ref. 9 E 11)

Page 3.

BI-WIZE PAINT DISTRIBUTORS PTY LTD

TERMS OF SUPPLY

1. Goods will be supplied to the customer only on these terms and conditions and the terms contained in invoices from Bi-Wize Paint Distributors Pty Ltd provided that these terms shall prevail in the event of inconsistency.
2. Bi-Wize Paint Distributors Pty Ltd may withdraw credit at any time.
3. All goods supplied FOB the warehouse of Bi-Wize Paint Distributors Pty Ltd.
4. Interest at the rate of 16% per annum is payable by the customer on any amounts not paid when falling due.
5. Bi-Wize Paint Distributors Pty Ltd will supply the customer from available stocks as soon as practicable after receipt of order. In the event of stock shortages Bi-Wize Paints Distributors Pty Ltd may allocate available stocks between the customer and other customers from whom orders have been received.
6. Goods will be invoiced to the customer on dispatch by Bi-Wize Paint Distributors Pty Ltd.
7. To the extent permitted by law:
 - (a) All conditions and warranties which are or may otherwise be implied in relation to the supply of goods are excluded and negated.
 - (b) The liability of Bi-Wize Paint Distributors Pty Ltd to the customer or any person supplied by the customer For any loss or damage occasioned to any person arising directly out of supply or use of the goods is limited to The lowest of the cost of obtaining equivalent goods or the cost of having the goods repaired. The customer Releases and indemnifies Bi-Wize Paint Distributors Pty Ltd against any liability arising out of the failure of the Customer to properly notify others as to the suitability or manner of using the goods.
8. The customer will not alter or remove any label insignia or mark attached to the goods which bears the name Bi-Wize Paint Distributors Pty Ltd or any trade names used in relation to the goods.
9. The goods are supplied on the following terms:
 - A. Risk in the goods passes on delivery into the custody of the customer or the customers agent.
 - B. The property in and ownership of the goods passes to the customer only on payment by the customer for all the goods supplied to the customer under contract.
 - C. Until payment in full for all the goods supplied to the customer under this contract.
 - (a) The relationship between the parties shall be fiduciary and the customer shall hold The goods as bailee for Bi-Wize Paint Distributors Pty Ltd.
 - (b) Goods supplied to the customer by Bi-Wize Paint Distributors Pty Ltd shall be:
 - (i) Sold on by the customer other goods.
 - (ii) Where reasonably practicable marked and identified as the property of Bi-Wize Paint Distributors Pty Ltd.
 - (iii) Sold on by the customer but only as agent for Bi-Wize Paint Distributors Pty Ltd but not withstanding the provisions of this clause, the customer shall not hold himself out to others as the agent of Bi-Wize Paint Distributors Pty Ltd shall not be bound by any contracts entered into by the customer with others.
 - (iv) Separately recorded by the customer as being the property of Bi-Wize Paint Distributors Pty Ltd.
 - (c) The proceeds received by the customer from disposal of the goods shall be paid into a separate identifiable bank account and the customer shall account to Bi-Wize Paint Distributors Pty Ltd from this account for monies due for the supply of goods.
 - (d) The customer shall be entitled to a fourteen day period of credit but shall account to Bi-Wize Paint Distributors Pty Ltd immediately upon disposal of the goods and receipt of the proceeds of sale by the customer.
 - (e) Bi-Wize Paint Distributors Pty Ltd shall without prejudice to Bi-Wize Paint Distributors Pty Ltd's other rights to recover damages for termination or breach, be entitled to and is Licensed by the customer to enter upon the customer's premises during normal business Hours and without notice in order to obtain possession of the goods for the purpose of Either resale or retention of possession by Bi-Wize Paint Distributors Pty Ltd should:
 - (i) The customer fail to pay for the goods pursuant to the terms of this contract.
 - (ii) Execution be levied against the customer and not be satisfied within fourteen days.
 - (iii) The customer discontinues business for any reason.
 - (iv) The customer commits an act of bankruptcy or, being a corporation:
 - An order is made or resolution passed for its winding up.
 - Goes into liquidation, makes an assignment for the benefit of or arrangement or composition with its creditors or is unable to meet its debt within the meaning of the Corporation Law.

