

APPLICATION FOR A CREDIT ACCOUNT

Please return this form to the store at which the credit account is to be held.

Once your application has been approved, you can use your credit at any of the Nuway stores listed below. Please tick **one store only**, preferably the one nearest to the location at which your supply needs are best met. When buying from a Nuway store other than the one at which the account is held, please inform the sales staff which store your account is held at.

I/We are applying for a trading account at:

Ashmore

Mango Hill

Burpengary

Pine Rivers

Chandler

Ormeau

Forestdale

Redlands

Logan

Westerns

ASHMORE
 650 Southport-Nerang Rd
 [Opposite BP Station]
 Ashmore Qld 4214
 Ph: 5597 3433
ashmore@nuway.com.au

BURPENGARY
 8A Commerce Place
 Burpengary Qld 4505
 Ph: 3888 8806
burpengary@nuway.com.au

CHANDLER
 2630 Old Cleveland Road
 [Cnr. Aldis Street]
 Chandler Qld 4155
 Ph: 3390 2477
chandler@nuway.com.au

FORESTDALE
 2-16 Stapylton Street
 Forestdale Qld 4118
 Ph: 3800 5433
forestdale@nuway.com.au

LOGAN
 488 Loganlea Road
 Slacks Creek Qld 4127
 Ph: 3808 8442
logan@nuway.com.au

MANGO HILL
 1823 Anzac Avenue
 Mango Hill Qld 4509
 PH: 3491 6372
mangohill@nuway.com.au

ORMEAU
 Shop 5, 7 Eggersdorf Rd
 Ormeau Qld 4208
 PH: 5546 7703
ormeau@nuway.com.au

PINE RIVERS
 93 South Pine Road
 Brendale Qld 4500
 Ph: 3881 1447
pinerivers@nuway.com.au

REDLANDS
 249 Cleveland-Redland Bay
 Road, Thornlands Qld 4164
 Ph: 3207 7800
redlands@nuway.com.au

WESTERN SUBURBS
 12 Jennifer St
 Cnr Seventeen Mile Rocks Rd
 Seventeen Mile Rocks Qld 4073
 PH: 3715 6200
western@nuway.com.au

Nuway Landscape Supplies credit application form

GENERAL BUSINESS INFORMATION

What is your business structure:

Pty Ltd Company Public Company Partnership Government department Sole Trader

Is applicant a trustee for a Trust : YES NO Name of Trust:

Company Name (Pty Ltd/Ltd) :

Trading Name:

Postal Address:

City: State: Zip Code:

Business Address:

City State: Zip Code:

ABN: ACN: How long in Business: yrs

Email: Mobile Number:

Phone Number: Accounts Ph No.:

QBCC Licence No: Accounts Contact:

Type of Business: Do you own your business premises YES NO

DETAILS OF OWNERSHIP / SOLE TRADER / PARTNERS / DIRECTORS / SPOUSE

Full Name: DOB:

Driver's License #: **Copy of driver license required.** D/L attached

Spouse Name: DOB:

Residential Address (Not a PO Box):

State: Owned Rented

Full Name: DOB:

Driver's License #: **Copy of driver license required.** D/L attached

Spouse Name: DOB:

Residential Address (Not a PO Box):

State: Owned Rented

Full Name: DOB:

Driver's License #: **Copy of driver license required.** D/L attached

Spouse Name: DOB:

Residential Address (Not a PO Box):

State: Owned Rented

TRADE REFERENCES: (Please ensure your nominated referees are prepared to exchange credit reference information)

Company: Ph No. Email:

Company: Ph No. Email:

Company: Ph No. Email:

Anticipated Monthly purchases: \$

List any special requirements for invoicing, such as purchase order no., job numbers, etc.

Terms of Sale

These terms of sale comprise the whole of terms and conditions of sale upon which goods are sold by "Nuway" subject only to such statutory terms and conditions as are not excluded expressly or by implication. Terms appearing on any order form or other documentation issued to Nuway by the buyer shall not apply to agreements for sale made by Nuway.

Nuway reserves the right to alter its terms from time to time.

All sales of goods by Nuway shall be made to the buyer upon and subject to the following terms.

Purchase Price

Unless otherwise agreed to in writing, all sales made by Nuway shall be at Nuway's ruling selling price for goods of that description at the time of delivery. Any prior quotation shall be subject to alteration accordingly. Prices quoted and invoices issued are subject to errors and omissions excepted (E&OE) and where a price has been incorrectly transcribed or an obvious error has occurred, Nuway reserves the right to correct the error and re-issue an amending quote and/or invoice in writing to the buyer.

Terms of Payment

Net cash within 14 days of date of statement. A 2% charge per month may apply to accounts outstanding beyond our 14 day trading terms and credit facilities may be withdrawn. Any expenses incurred in recovering moneys owed to Nuway are for the account of the buyer and shall be recoverable in full (including legal costs on a solicitor/own client basis). Nuway can elect to close the account if it has been inactive for 6 months or more.

Credit Sales

Nuway will, upon approval of this application sell goods to the buyer upon credit. All sales on credit by Nuway shall be upon and subject to the terms of the credit sales agreement.

Delivery

- 1) "Delivery Site" means the land identified by the buyer when ordering goods as the land to which Nuway is required to deliver those goods. "Invoice" means Nuway's invoice, any copy of it or Nuway's delivery docket.
- 2) The buyer shall when ordering goods from Nuway clearly identify the delivery site by reference to suburb, street, house or lot number and such further information as Nuway may reasonably require.
- 3) Goods shall be delivered to the buyer at kerbside adjacent to the delivery site unless:
 - i) When goods are ordered the buyer requests otherwise,
 - ii) The buyer provides Council approved crossing to the delivery site over the kerbs and footpaths, and
 - iii) In the opinion of Nuway's carrier access for Nuway's delivery vehicle to the delivery site is safe and reasonable.
 - iv) When ordering goods for a delivery to a delivery site which may be unattended the buyer shall specify the manner in which the buyer will mark the places on the delivery site where goods are to be deposited by Nuway's carrier. If the buyer has not so marked the places at the time of delivery, Nuway's carrier may deposit the goods in such place as to him seems reasonable which may include the kerbside adjacent to the delivery site.
 - v) When by reason of the buyer's inadequate or incorrect description of the delivery site, Nuway's carrier cannot identify the delivery site, goods shall be returned to Nuway and the buyer shall pay Nuway cartage charges for the journey.
 - vi) Nuway shall not be liable for any loss of or damage to goods after delivery.
 - vii) The buyer indemnifies Nuway and Nuway's carrier against all claims, proceedings and cost in respect of death or injury to persons or damage to property however caused.
 - viii) The buyer releases Nuway and Nuway's carrier from liability for injury to the buyer or damage to the buyer's property however caused consequent upon entry of the delivery vehicle upon the delivery site.
 - ix) Where, by reason of difficulty of access at the delivery site, particular delivery requirements of the purchaser or any other delay at the delivery site beyond the control of Nuway's carrier, the time spent by Nuway's carrier at the delivery site exceeds 15 minutes, the buyer shall pay waiting time for any period in excess of 15 minutes at the rate charged from time to time by the seller.

Property and Risk

1. Goods shall be the buyer's risk from the time of delivery by Nuway's carrier or if the buyer appoints some other carrier or other means of transport is used, risk passes to the buyer upon loading of the goods.
2. Notwithstanding the passing of risk all goods delivered by Nuway to the buyer remain the property of Nuway until:
 - a. All goods supplied by Nuway to the buyer have been paid in full, and
 - b. All other indebtedness of the buyer to Nuway on any account whatsoever has been satisfied.Until that time the buyer may sell the goods in the ordinary course of its business as agents for Nuway and the proceeds shall be held in trust for and as the property of Nuway. Prior to any such sale, the buyer shall hold possession of the goods for and on behalf of and as bailee for Nuway and not on its own behalf, and shall return the goods to Nuway on demand.
3. The buyer shall give access to Nuway to inspect the buyers premises and the buyers books or extracts therefore, to enable Nuway to satisfy itself that the buyer is complying with clause 2. above.

Pallets

Pallets delivered with the goods and not returned by the buyer to Nuway in good order and condition within 28 days of the date of delivery shall be deemed to have been purchased by the buyer at the replacement cost to Nuway.

Claims against Nuway

- i) Nuway shall not be liable for any damage or loss suffered by the purchaser by reason of any failure to perform or delay of performance of the contract due to strikes, fires, explosion, flood, riot, lockouts, injunction, interruption of transportation, accidents, inability to obtain supplies, war, government action or other circumstances beyond Nuway's reasonable control.
- ii) Subject to any other terms of this agreement whether expressed or implied by law, the buyer shall not be entitled to make any claim against Nuway in respect of goods sold unless:
 - (1) The claim is in respect of 15% in number of the goods sold
 - (2) Notice is given in accordance with these terms of sale, and
 - (3) Defects in the goods arose during manufacture, carriage or otherwise prior to the delivery site.
- iii) Nuway's liability in respect of defective goods shall be limited to replacement of the defective goods but if Nuway does not have sufficient stock then Nuway shall only be liable to repay the purchase price.
- iv) Unless the buyer shall within 7 days of the delivery of goods, by notice in writing dispute the accuracy of Nuway's invoice the invoice shall be conclusive evidence as against the buyer as to the identify of the buyer, the quality, quantity and description of goods sold and purchased, the date and place of delivery and acceptance of the goods by the buyer. The buyer shall have waived his right to dispute the invoice when goods or any of them have been removed from stacks after delivery otherwise than for inspection of the goods.

Exclusion of Liability

Nuway shall not be under any liability whatsoever for any loss but not limited to loss of profits and consequential loss or any damage to persons or property or death or injury caused by any act or omission whether negligent or not of Nuway, its servants or agents or any other person in any way related to or arising out of any supply of goods.

Delivery by Instalments

The buyer acknowledges and agrees with Nuway that in the event that the quantity of goods sold exceeds one truck load, the goods may be delivered by instalments as nearly as possible in accordance with delivery instructions issued by the buyer.

Jurisdiction

The buyer agrees and declares that any legal proceedings will be instituted, heard and determined in a Court of competent jurisdiction in Brisbane in the State of Queensland and such court shall possess territorial jurisdiction to hear and determine any such proceedings.

Terms and Conditions and Credit Policy have been Read and Understood

I/we certify that the information given above as at this date and I/we agree to abide by the rules and conditions of sale as set out elsewhere in this document and any revision of these rules and conditions that be made from time to time and evidenced in writing. At the date of signing, it is known that the proprietor, partners or company is able to pay its debts on due date and that no legal proceedings shall be instituted against the applicant for the recovery of a debt for any other matter. It is agreed that should I/we incorporate as a Pty Limited company, change Directors/Partners, I/we will notify Nuway in writing and submit a fresh application for credit in the name of the new company.

Authorised Signature:	Witnessed:
Name (print):	Name (print):
Title (eg. Partner/Director):	Date:

Personal Guarantee

To: Nuway Landscape Supplies Pavers & Walls
(which include the entities Mimeway PL, Langsville PL, Nuway7 PL, Nuway West PL and Nuway Forestdale PL)

The Deed of Guarantee is made by (Name of Guarantor/s):

Of (address)

I/we agree with you as follows:

I/we will guarantee and be answerable and responsible to you for the due payment by the principal debtor for all such goods as you may from time to time at its request supply to it, notwithstanding that I shall not have notice of any neglect or omission on its part to pay for such goods according to the terms agreed on between you and it.

This agreement shall be a continuing guarantee to you for the whole debt that shall be contracted by the principal debtor with you in respect of all goods supplied.

All dividends, compositions and payments by you from the principal debtor or from its estate, whether in bankruptcy or otherwise, shall be taken up and applied by you as payments without there being any deduction in respect of any claim arising under this guarantee and my right to subrogated to you in respect thereof shall not arise until you have received the full amount of all your claims against it.

You may at any time or times at your absolute discretion, and without giving notice whatsoever to me, refuse further credit or supplies to the principal debtor and grant to it or any drawers, acceptors or endorsers of bills of exchange, promissory notes or other securities received by you from it, or on which it may be liable to you any time, or other indulgence and compound with it or them respectively, without discharging or impairing my liability under this guarantee.

This guarantee shall be enforceable against me notwithstanding that any negotiable or other securities referred to in this deed poll, or to which it shall extend or be applicable, shall at the time of proceedings being taken against me on this guarantee be outstanding or in circulation.

No changes in the constitution of your firm shall impair or discharge my liability under this guarantee.

In order to give effect to this guarantee I declare that you shall be at liberty to act as though I were a principal debtor and I waive all and any of my rights as guarantor which may at any time be inconsistent with any of the above provisions.

This guarantee shall be revocable at any time as to future transactions by One (1) month notice in writing given to you or your duty authorised agent by me or in case of my death by any executor or personal representative.

Dated this day of 20

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Signature (of Guarantor)

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Signature (of Guarantor)

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Print Name (of Guarantor)

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Print Name (of Guarantor)

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Private Address of Guarantor

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Private Address of Guarantor

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Signature (of Witness)

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Signature (of Witness)

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Print Name (of Witness)

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Print Name (of Witness)

Privacy Act 1988

PLEASE READ THIS CAREFULLY

Nuway, hereinafter shall be referred to as the Credit Provider.

The Applicant/s hereby agrees that Nuway may seek consumer information (section 18K(1) (b), Privacy Act 1988).

The Applicant/s hereby acknowledge that they have been informed by the Credit Provider that personal information about them may be disclosed to or acquired from a credit reporting agency.

The Applicant/s hereby acknowledge that they have been informed that personal information about them may be disclosed by the Credit Provider to a credit reporting agency.

The Applicant/s hereby agree that the Credit Provider may contact any trade references or other credit references at any time whether now or in the future for the purpose of assessing credit worthiness.

The Applicant/s hereby agree to the Credit Provider receiving from any other Credit Provider or providing to any other Credit Provider any credit information whether by way of report record or otherwise relating to credit worthiness for the purposes of exchange of information, assessing credit worthiness and notification of default at any time whether now or in the future.

The Applicant/s hereby agrees to the Credit Provider obtaining from a credit reporting agency a credit report on the applicant/s for the purposes of assessing this credit application and the applicant/s further consents to the Credit Provider obtaining such reports from time to time for the purpose of assessing credit worthiness during the continuance of credit provision.

The Applicant/s hereby agrees to the Credit Provider obtaining from a business which provides credit information a report or information in relation to my/our commercial worthiness or commercial dealings and using such information for the purposes of assessing this application for credit.

The Applicant/s hereby agrees that in the event of default of payment of my debts that the Credit Provider may disclose all information relating to my/our account to its credit collection agency for the purpose of receiving any or all amounts outstanding.

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Signature

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Signature

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Print Name

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Print Name

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Signature

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Signature

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Print Name

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Print Name

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Company Name

.....
Print Name

Date:



Completed credit application's to be sent to the Nuway store you would like to hold the account with along with a copy of director/s driver's license.