

30 Day Credit Application Form – Return by fax to (03) 9763-2433 or email to: sales@wasca.com.au

Note: Please allow up to 5 days for your account to be approved.

Please tick one: Private Company Public company Sole Trader Partnership

Full Company Name..... ABN.....

Trading Name (if different to above).....

Number of Years Trading.....

Street Address:.....

State:..... Postcode:.....

Postal Address (if different to above).....

Phone Number:..... Fax Number:.....

Email: **Website:**

Accounts Contact Name:

Credit Limit Requested:

Nominated freight carrier if your order is under F.I.S. value.....

Please provide all directors names, addresses and phone numbers below.

1. Director's Full Name.....

Director's Home Address.....

Director's Mobile Number:

2. Director's Full Name.....

Director's Home Address.....

Director's Mobile Number:

3. Director's Full Name.....

Director's Home Address.....

Director's Mobile Number:

Washers & Stamped Components Australia Pty Ltd
ACN 004 614 966 ABN 48 004 614 966

34 LASER DRIVE
ROWVILLE, VIC 3178
E: sales@wasca.com.au

P: 03 9763 0833
F: 03 9763 2433
www.wasca.com.au

30 Day Credit Application Form (continued from previous page)

Please provide 3 trade references below:

1. Company Name..... Contact Name:.....
Phone Number: Fax Number:
2. Company Name..... Contact Name:.....
Phone Number: Fax Number:
3. Company Name..... Contact Name:.....
Phone Number: Fax Number:

Name of Bank:..... Branch:.....
BSB Account Number

Please provide further details about your company in order for us to process your application.

How much do you currently spend per month on fasteners?.....

Are you a fastener Stockist Reseller End User

How much are you looking to spend per month with WASCA?

What products are you most interested in buying from WASCA?

What is the most important thing you look for in a Supplier?

I acknowledge that I have read and completed all the above information correctly and that I will abide with the trading terms and conditions of supply and Privacy Act declaration attached.

Signed for and on behalf of

Company Name.....

Signatory Name

Signature

Position..... Date

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TERMS AND CONDITIONS OF SUPPLY

1. **ACCEPTANCE OF ORDERS** Any quotation given by WASCA lapses if not accepted within 7 days. WASCA will only accept orders which are accompanied by payment of the required deposit (if any). All quoted prices are exclusive of GST.
2. **TERMS OF PAYMENT** Terms of payment where WASCA has accepted the Customer's credit application, are unless agreed otherwise by WASCA, 30 days from the end of the month of invoice. If payment is not made within the above terms WASCA is entitled to calculate and charge daily interest at a rate not greater than the maximum interest rate charged by ANZ on its credit card accounts from time to time, and WASCA reserves the right to recover from Customer all costs, expenses and charges incurred by WASCA in undertaking any debt recovery action, including legal fees on a full indemnity basis.
3. **MINIMUM INVOICE / ORDER VALUE** Due to the administrative cost of each order, we are unable to process orders below \$50.00 invoice value.
4. **DEFAULT** If Customer defaults in payment, fails to accept delivery of goods, or an application is made to a court to wind up Customer, or a receiver or administrator or trustee-in-bankruptcy is appointed to manage the affairs of Customer, then WASCA may terminate the contract and may recover from Customer reasonable compensation for materials purchased and ordered and labour expended in complying with Customer's orders.
5. **DELIVERY AND RISK** While WASCA will use all reasonable endeavours to deliver by the date specified, it does not guarantee delivery on that date and is not liable for any Loss resulting from late delivery. Risk in the goods passes to Customer at the time of delivery. Delivery to Customer is deemed to occur at the time of delivery to Customer, its agent or carrier.
6. **PASSING OF PROPERTY** Customer agrees that property in the goods is retained by WASCA until payment by Customer of all sums owing to WASCA, whether under this contract or otherwise. If Customer fails to pay by the due date any amount owing to WASCA, WASCA may (without prejudice to any of its other rights) recover and resell any goods in which property has not passed to Customer, and Customer hereby authorises WASCA to enter onto the premises where the goods are kept to take possession of the goods for that purpose at any time. If Customer sells or purports to sell any goods supplied by WASCA in which property has not passed to Customer, then Customer does so as a fiduciary for WASCA. The proceeds of such sale are the property of WASCA to the extent of any money owed to it by Customer. Customer must account to WASCA for that portion of the proceeds of sale, and WASCA may trace the proceeds of any such sale.
7. **CANCELLATIONS AND RETURNS** Any request by Customer for cancellation of an order must be in writing. Customer is liable to reimburse WASCA for the costs it has incurred for labour and materials in fulfilling the order up to the date the request for cancellation is received by WASCA. WASCA will accept returns of standard goods provided the goods are: (i) unused; (ii) in their original packaging, and (iii) returned within 14 days of delivery; WASCA reserves the right to charge a 15% re-stocking fee for the return of goods which are not faulty. WASCA will not accept the return of goods manufactured to Customer's order, unless the goods are faulty.
8. **FORCE MAJEURE** Neither party is liable for any Loss incurred by the other party as a result of any delay or failure to observe any of these Terms and Conditions (other than an obligation to pay money) as a result of any circumstance beyond the party's control, including but not limited to any strike, lock-out, labour dispute, act of God, fire, flood, accidental or malicious damage or breakdown in machinery. The party affected must notify the other party as soon as possible of such circumstance. During the continuance of such circumstance the obligations of the party affected, to the extent they are affected by the circumstance, are suspended and resume as soon as possible after the circumstance has ceased to have effect.
9. **WASCA'S LIABILITY**
 - (a) Nothing in this document is to be interpreted as having the effect of excluding, restricting or modifying any condition or warranty, or right or liability implied by any applicable legislation into the arrangement between WASCA and Customer, if such exclusion, restriction or modification would be void or prohibited by the legislation.
 - (b) To the extent that WASCA breaches any condition or warranty implied into the arrangement between WASCA and Customer and which cannot be excluded or modified, WASCA's liability is limited to, at WASCA's discretion, either: (i) replacement of the goods or supply of equivalent goods; (ii) payment of the cost of replacing the goods or acquiring equivalent goods; (iii) repair of the goods; or (iv) payment of the cost of having the goods repaired; and in the case of services, to: (i) supply of the services again; or (ii) payment of the cost of having the services supplied again.
 - (c) Subject to (a) and (b) above, WASCA is not liable to Customer (or to any third party claiming through Customer) for any Loss caused by any act or omission of WASCA, its employees or agent, and whether based on negligence or other tort, contract or otherwise.
10. **JURISDICTION** This agreement is governed by the laws of the State of Victoria, and the parties submit to the jurisdiction of the courts of that State, and the Commonwealth of Australia.

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TERMS AND CONDITIONS OF SUPPLY (Continued)

11. **MISCELLANEOUS**

- (a) The waiver of any provision or breach of these Terms and Conditions is not to be construed as a waiver of any other provision or breach, or subsequent breach of the same or any other provision of the contract.
- (b) Unless agreed otherwise by WASCA and the Customer, WASCA reserves the right to deliver goods with a tolerance of up to +/- 10% of the quantity ordered by Customer.
- (c) The property in any tooling and diagrams used to manufacture the goods remains always the property of WASCA.
- (d) Customer indemnifies WASCA against any Loss suffered by WASCA arising out of or in connection with the supply of goods where Customer fails to communicate to WASCA the purpose for which it requires the goods, where such purpose is not otherwise obvious to WASCA from the information provided to WASCA.
- (e) If any provision of these Terms & Conditions is unenforceable or void either in whole or in part for any reason then that provision (or part) is deemed to be deleted without in any way affecting the validity or enforceability of the remainder of this document.
- (f) The terms and conditions of any purchase order issued by the Customer do not operate to modify or amend these Terms and Conditions.
- (g) The following words have the following meanings in these Terms & Conditions, unless the context requires otherwise:-
 "Customer" means the person (including its successors, personal representatives and permitted assigns) who acquires goods from WASCA, and where this consists of more than one person the obligations in these Terms & Conditions are deemed to be joint and several;
 "goods" means all goods and/or services supplied under these Terms & Conditions;
 "Loss" means any loss, liability, damage, expense or cost whatsoever and includes (without limitation) indirect or consequential loss or damage, loss of profits or business opportunity, and damage to equipment or property; and
 "WASCA" means Washers & Stamped Components Australia Pty Ltd, ABN 48 004 614 966.

12. **PRICE VARIATION** The price quoted by WASCA is subject to variation at any time prior to the date of delivery upon written notice to Customer.

13. **NON-ACCEPTANCE** If Customer is unable or unwilling to accept delivery on or before the nominated delivery date, or if no delivery date is nominated and Customer is unable to accept delivery when WASCA gives notice that the goods are available for delivery, then WASCA will hold the goods in stock for 45 days after which time it may, at its discretion: (i) continue to hold the goods and charge Customer for storage; (ii) invoice Customer and deliver the goods in accordance with prior arrangements, notwithstanding that Customer's representative or agent is not present or is unwilling to accept the goods; or (iii) treat the contract as having been repudiated by Customer and invoice Customer for the full contract price for the goods and any other costs incurred by WASCA less any amounts received by WASCA from a bona fide sale of the goods to a third party.

On behalf of Company Name

Date

Signature of Applicant or Authorised Representative

Full Name of Applicant or Authorised Representative

Position

AGREEMENT THAT WE MAY SEEK CONSUMER CREDIT / COMMERCIAL CREDIT INFORMATION (PRIVACY ACT 1988)

I/we understand the Privacy Act 1988 allows you to give a Credit Reporting Agency certain personal information about me/us including information contained in this Credit Application, information on any payments overdue more than sixty (60) days where collection action has commenced or payments which are no longer overdue, and I/we authorise you to do so. I/we further authorise you to obtain a report about my/our commercial activities or commercial worthiness from a business which provides information about a person's commercial credit worthiness for the purpose of assessing this Application. In accordance with Section 18N of the Privacy Act 1988, I/we authorise you to exchange information about my/our credit arrangements (including information about our credit worthiness, credit history, credit standing or credit capacity) with credit providers named in this Credit Application and other credit providers named in a report issued by a Credit Reporting Agency. I/we understand this information may be used to assess my/our Application for Credit and/or my/our credit worthiness, to assist me/us to avoid default and to notify other credit providers of my/our default. I/we also authorise you to make enquiries about the information included on this Credit Application from any other source. I/we indemnify you from all claims, liabilities and actions arising out of obtaining or providing information concerning the signatories of the Applicant in connection with this Credit Application and Commercial Credit Account. The credit being applied for in this application is to be supplied wholly or predominately for business and/or investment purposes.

I/we understand that I/we can access any personal information about me/us held by WASCA by contacting WASCA directly.

I/we understand that any personal information provided to WASCA may be used by WASCA to help WASCA tell me/us about other products and services which may be of interest to me. I may request that WASCA not use my contact details or any other personal information for this purpose by contacting WASCA directly.

I/we hereby certify that the foregoing particulars are correct to the best of my/our knowledge and acknowledge that all transactions will be subject to the terms and conditions of Supply which I/we have read and agree with.

On behalf of Company Name

Date

Signature of Applicant or Authorised Representative

Full Name of Applicant or Authorised Representative

Position