



Create an Account with  
**CIVIL SAFETY PRODUCTS PTY. LTD.**  
 APPLICATION FOR COMMERCIAL CREDIT

PO Box 105, Bayswater  
 Vic. 3153  
 ABN 48 600 274 397

Customer Name					
Entity Type (Circle)	Sole Trader	Partnership	Private Co (Pty Ltd)	Public Co (Ltd)	Trust
Registered and/or Trading Name					
Registered Address					
ACN					
ABN					
Year Established					
Nature of Business					
Postal Address					
Business Address					
Phone (Bus)	( )				
Phone (Fax)	( )				
Mobile					
Email					
Purchase Officer					
Delivery Address					
Accounts Payable Contact					
Phone (Bus)	( )				
Email					
Payment Method (circle)	EFT	Cheque	Credit Card		
Bank Details	Bank Name	BSB	Account No.		
Trade References					
Company Name	( )				
Phone Number	( )				
Company Name					
Phone Number	( )				
Company Name					
Phone Number	( )				

<b>Director/Partner and Sole Traders</b>	
Name	
Address	
Phone	
Mobile	
DOB	/ /
Drivers Licence No.	
Name	
Address	
Phone	
Mobile	
DOB	/ /
Drivers Licence No.	
Name	
Address	
Phone	
Mobile	
DOB	/ /
Drivers Licence No.	

**Specific Agreement by Directors and/or Public Officer and/or Personal Applicant**

I/We, the person(s) named as Director and/or Public Officer and/or Personal Applicant for credit from Civil Safety Products Pty Ltd (thereafter called "The Company");

1. Advise that, if CSP considers it relevant to assessing the applicant for Credit, I/We agree in accordance with the provisions of the Privacy Act 1988 (Cth), to CSP receiving from a credit reporting agency a credit report containing personal credit information about me/us.
2. In accordance with the provisions of the Privacy Act 1988 (Cth), I/We agree that you may seek from any credit providers, named by me as a supplier to me, and any credit providers named in a credit report issued by a credit reporting agency, information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity which credit providers are allowed to give or receive under the Privacy Act 1988 (Cth).

I/We understand that the information may be used for the following purpose

1. to assess an application by my/our company for credit
2. to assess my/our credit worthiness

Signature of Director/Officer/Personal Applicant

Print Full Name

Position

Date



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**Estimated Monthly Purchases**    \$ \_\_\_\_\_

**Credit Limit Required**            \$ \_\_\_\_\_

**Personal Guarantee – Guarantee and Indemnity**

In consideration CSP supplying good and or services for the price and upon the terms and conditions agreed upon to the applicant organisation applying for credit (thereafter called “The applicant/purchaser”). I/We the undersigned hereby covenant for myself and my executors, administrators and successors as the case may be with the said Company that if at any time default shall be made in payment of any monies owing by the said Applicant/Purchaser to the said Company for the purchase of goods and or services I will forthwith on demand by the said Company pay the whole or such part of the price as shall be due and payable to the said Company. This guarantee shall be a continuing guarantee and shall not be released by any neglect or forbearance on the part of the said Company in enforcing or by any extension of time given to the said Applicant/Purchaser for payment of the purchase price payable or by any act or thing which under the Law relating to sureties which would but for this provision have the effect of releasing myself and my executors, administrators and successors. The singular shall include the plural. I/We undertake to advise of any changes of Ownership/Directorship and agree to the attached terms and conditions of sale.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

Signature of Guarantor \_\_\_\_\_ Signature of Guarantor \_\_\_\_\_

Print Full Name \_\_\_\_\_ Print Full Name \_\_\_\_\_

Position \_\_\_\_\_ Position \_\_\_\_\_

In the presence of \_\_\_\_\_ In the presence of \_\_\_\_\_

Print Full Name \_\_\_\_\_ Print Full Name \_\_\_\_\_

## Terms and Conditions of Sale

These Terms and Conditions of Sale shall govern all dealings between the Company and you the Applicant/Purchaser dealing with us as Customer.

### 1. Quotations

**1.1.** We reserve the right to confirm in writing any quotations given by us orally when we receive your order (the "Order") for the supply by us of any goods (the "Goods") or the performed by us of any services including but without limitation repairs to Goods or other chattels (the "Services").

### 2. Orders

- 2.1.** Your Order once accepted by us neither orally or in writing shall give rise to a binding contract (the "Contract") which shall include all these Terms and Conditions of Sale and which shall be governed by the laws of the State of Victoria.
- 2.2.** No variation of these Terms and Conditions of Sale shall be binding upon us unless in writing and signed by our duly authorised officer.
- 2.3.** Your Order once accepted by us may not be cancelled or altered except upon the terms and conditions satisfactory to us which may include payment by you of a cancellation or alteration fee for all expenses we incur by way of labour, materials, freight, overhead expenses, fees, duties, taxes or loss of profit or loss of opportunity.

### 3. Performance and Delivery

- 3.1.** Performance and delivery times are quoted in good faith and as accurately as we are able to estimate but we accept no liability for non-performance or non-delivery by a certain time unless we have given prior written guarantee of such performance or delivery and provided therein for liquidated damages for failure to perform or deliver.
- 3.2.** Where Services or procedures quoted are performed by any subcontractor (the "Subcontractor") to us or goods are supplied to us by any of our suppliers (the "Supplier") the times quoted for performance or delivery are based on the Subcontractors or Suppliers promised times of performance or delivery to us or upon our estimate of a reasonable performance or delivery time.
- 3.3.** The price does not include the cost of delivery of the Goods. Delivery to any destination may be arranged by us and we reserve the right to make a charge additional to the price for such extra service.
- 3.4.** In no event will we accept liability for any delay or failure in delivery of the Goods by instalments caused by any act, matter or thing beyond our control.
- 3.5.** You shall inspect the Goods immediately upon delivery and shall immediately notify us by registered post of any matter or thing by reason of which you may allege that the Goods are not in accordance with the Contract. In case of failure to give us notification the Goods delivered by us shall be deemed to be in all respects in accordance with the Contract.

#### **4. Price**

- 4.1.** The price quote for the Order (the "Price") is subject to withdrawal by us at any time prior to our acceptance of the Order.
- 4.2.** All local, State or Federal taxes or levies including where applicable Goods and Services Tax shall be payable by you.

#### **5. Terms of Payment**

- 5.1.** Unless otherwise negotiated between you and us, our terms of payment are net cash within 14 days from the end of the month in which the Invoice (the "Invoice") was issued in respect of the Order.
- 5.2.** We reserve the right to charge you (i) interest at the rate 2% above that fixed pursuant to Section 2 of the Penalty Interest Rates Act 1993 calculated daily on any amount of the Price outstanding 14 days from the end of the month in which the Invoice was issued in respect of the Order and thereafter and (ii) the cost incurred by us in using the services of a solicitor, collection agency or other agent in recovering from you any amount of the Price outstanding at any time. Nothing in this provision is to be constructed as our consent to late payment of the Price.
- 5.3.** Any sum due from you to us under this Contract shall fall due immediately upon the initiation of any act or proceeding involving insolvency. Clause 5.1 notwithstanding.

#### **6. Property and Risk**

- 6.1.** Ownership of goods remains with us
- a)** Ownership of, or title in, the goods will not pass to you until you have paid us the invoiced price for all goods in your possession at the time payment.
  - b)** Continuing security. You agree with us that you will not treat the security interest in the goods as continuing and subsisting security with priority over a registered general security and any unsecured creditors.
  - c)** In the event that there is any unpaid amount outstanding to us by you and in the event of any default in payment or in carrying out any of these Terms and Conditions of Sale contained herein then you agree that we are entitled to enforce these Terms and Conditions of Sale and collect all goods which are still in your possession and remove same from your possession including not only goods which have not been paid for but also goods which have previously been sold by us to you and paid for but would be valued by us at such amount that would cover you indebtedness to us under these Terms and Conditions of Sale.
  - d)** Any raw materials, dies, designs, photographs, standing matter, block, engravings and other chattels deposited by you with us for performance of the services herein or which are retained by us for you for any other reason shall be retained by us at your own risk.
- 6.2.** Personal Property Securities Act 2009 (Cth); Definitions
- a)** PPSA means Personal Property Securities ACT 2009 (Cth) as amended from time to time A term used in this clause 6.2

- b)** Consideration; In consideration of us supplying the goods to you, at the request of you, you, by signing these Terms and Conditions of Sale: grants to us, at our discretion, a security interest or purchase money security interest (PSMI) in the goods; agree that any of the goods or proceeds of sale of the goods coming into existence after the date of these Terms and Conditions of Sale will come into existence subject to; the security interest or PSMI granted in these Terms and Conditions of Sale; and the terms of these Terms and Conditions of Sale without the need for any further action or agreement by any party; agrees that you have received valuable consideration from us that is sufficient; and agrees that the security interest or PSMI has attached or will attach to all goods supplied now or in the future to you when you take possession of the goods and that the attachment of the security interest or PSMI has not in any way been deferred or postponed from the date of these Terms and Conditions of Sale.

**6.3. Customer to take all steps**

We may, by notice to you at any time, require you take all steps that we consider necessary or desirable to;

- a)** ensure that these Terms and Conditions of Sale or any security interest or PSMI arising under them, are enforceable against you or any third party; and  
**b)** protect, perfect, record, or better secure the position of us under these Terms and Conditions of Sale as a first ranking security.

**6.4. Registration and notices**

- a)** We reserve the right to register a financing statement in respect of any goods supplied by us to you under these Terms and Conditions of Sale and in respect of which credit has been extended by us to you.  
**b)** The cost and expense of registering a financing change statement is to be paid by you and may, where applicable, be debited against your credit account with us.  
**c)** You; waive the right to receive a copy of any notice, verification statement confirming registration of a financing statement or a financing change statement relating to the security interest or PSMI under these Terms and Conditions of Sale, unless the notice or statement is required by law and cannot be excluded; and agree to comply with any notice from us under this clause 6.2 at its cost and expense  
**d)** You agree; Not to allow any person to register a financing statement over any of the goods supplied by us without our prior written consent; and that you must immediately notify us if you become aware of any person taking steps to register a financing statement in relation to the goods.  
**e)** You agree to perfect and maintain any security interest or PSMI that you may have in the goods under the PPSA.

**6.5. No accessions or commingling of goods**

- a)** You must not allow the goods to become accessions or commingled with other goods unless we have first perfected any security interest or PSMI that we have in relation to the goods.

- b) Where you buy goods which are similar or the same goods which we sell to you, you agree to keep our goods separate from the other goods purchased from another supplier, so that in the event of insolvency, our goods are clearly identifiable or ascertainable
- 6.6.** Perfection - If we perfect any security interest or PSMI that we have in relation to the goods, you must not do anything that could materially adversely affect;
  - a) Our business; or
  - b) In the opinion of us, our security position under these Terms and Conditions of Sale
- 6.7.** Right of Entry- You irrevocably grant to us the right to enter your property or premises, without notice, and without being in any way liable to you or to a third party, if we have cause to exercise any of our rights under section 110 of the PPSA, and you indemnify us from any claims made by any third party as a result of the exercise.
- 6.8.** Contracting out of enforcement provisions – If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising out of these Terms and Conditions of Sale, we and you agree that each of the provisions of the PPSA which section 115 of the PPSA permits parties to contract out of, other than sections 117, 118, 134(1) and 135, do not apply to the enforcement of that security interest
- 6.9.** Payments made in respect of the goods – despite any statement to the contrary by you, every payment to us in respect of the goods must be taken as a payment
  - a) First, of the amounts held by you in trust or subject to a security interest, to the extent that the security interest is not a PMSI;
  - b) Secondly, of amounts subject to a security interest, to the extent that it is a PMSI;
  - c) Thirdly, for any goods that you have sold but for which it has not received the proceeds; and
  - d) Fourthly, for whatever goods you have not sold as we elect.
- 6.10.** Confidentiality – both of us may not disclose any information of a kind referred to in section 275(1) of the PPSA that is not in the public domain
- 6.11.** If you become insolvent, without prejudice to any other rights of ours;
  - a) Your right to sell the goods in the ordinary course of business in accordance with the PPSA and any other rights of you in respect of the goods immediately cease; and
  - b) You must immediately return to us the goods in which title has not passed as provided for under clause 6.1
- 6.12.** Risk to the Goods passes to you upon delivery and it shall be your responsibility to keep the Goods at your expense against loss or damage and to indemnify us in full for any such loss or damage that may occur to the Goods at any time prior to your payment for the Goods.

**7. Warranties and Liabilities**

- 7.1. Goods manufactured or Services performed by us based on your instructions are not guaranteed to achieve any standard unless guaranteed within specified margins by us in writing at our acceptance of the Order.
- 7.2. Where we give advice in the course of supplying the Goods to you or performing the Service for you we give all such advice in good faith and with due diligence but we shall not be held liable at law for any such advice.
- 7.3. Processes performed or Goods supplied by any Subcontractor or Supplier shall only have benefit of such warranty as we have from such Subcontractor or Supplier and then only to the extent that such warranty is honoured by such Subcontractor or Supplier.
- 7.4. No liability will be accepted for us for consequential losses, damage or any expenses whatsoever arising out of or in consequence of any fault or defects in the Goods or Services.

**8. Waiver**

Our failure to insist upon strict performance of any of the Terms and Conditions of Sale shall not be deemed a waiver thereof or any rights we may have shall not, nor shall any express waiver be deemed to be in acquiescence in any subsequent breach of any Terms and Conditions of Sale.

**9. Interpretation**

In the interpretation of these Terms and Conditions of Sale the headings are inserted for clarity and do not define or affect the interpretation hereof.

**10. Severability**

Any Terms and Conditions of Sale hereof which infringes any State or Federal legislation shall be severable from the Contract without affecting the remaining Terms and Conditions of Sale.

**I/We hereby agree to the above Terms and Conditions of Sale**

Signature of Director/Public Officer \_\_\_\_\_ Signature of Director/ Public Officer \_\_\_\_\_

Print Full Name \_\_\_\_\_ Print Full Name \_\_\_\_\_

Position \_\_\_\_\_ Position \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

In the presence of \_\_\_\_\_ In the presence of \_\_\_\_\_

Print Full Name \_\_\_\_\_ Print Full Name \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_