



Dear Valued Customer

Please find attached our 30 Day Credit Application for your completion. For ease of processing, please ensure all areas are completed relevant to your circumstances.

Completion of the Directors Guarantee and Assets and Liabilities pages need only be completed for credit limits of over \$5,000.

If any further information is required please do not hesitate to contact the undersigned.

Yours faithfully  
**5 Star Timbers Pty Ltd**

**Jenny Lanyon**  
**Credit Manager**



25 Quarry Rd, Stapylton Qld 4207  
PO Box 6406, Yatala DC Qld 4207  
Phone: (07) 3386 1055 Fax: (07) 3382 0725  
Email: admin@5startimbers.com.au Web: www.5startimbers.com.au



## Application for 30 Day Credit Account

- 1) Company /Business Name \_\_\_\_\_
- 2) Trading / Proprietors Name \_\_\_\_\_
- 3) Business Address \_\_\_\_\_ P/code \_\_\_\_\_
- 4) Postal Address \_\_\_\_\_ P/code \_\_\_\_\_
- 5) Registered Office \_\_\_\_\_ P/code \_\_\_\_\_  
(if a company)
- 6) Telephone ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_  
Mobile \_\_\_\_\_ Email \_\_\_\_\_
- 7) Nature of Business \_\_\_\_\_
- 8) A C N \_\_\_\_\_ A B N \_\_\_\_\_
- 9) Paid up capital \_\_\_\_\_ Date of Incorporation \_\_\_\_\_  
(if a company)
- 10) Is this a Trust Company Yes or No If Yes, Name of Trust \_\_\_\_\_
- 10) Details of Person in charge of accounts payable  
Name \_\_\_\_\_ Email \_\_\_\_\_  
Telephone ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_
- 11) Credit Limit Required \_\_\$ \_\_\_\_\_
- 12) Date of Birth \_\_\_\_\_  
(if sole trader)
- 13) Have any Directors / Partners / Proprietors Ever Been Bankrupt? Yes or No  
If Yes, Whom and When? \_\_\_\_\_
- 14) Are Order Numbers Required Yes or No (please circle one)
- 15) Do you wish to receive your invoices/statements via Aust Post Fax Email (please circle one)

16) Name of Bank \_\_\_\_\_ Branch \_\_\_\_\_

17) Details of Directors / Proprietors / Partners

Full Name	Position	Home Address	Phone
			( )
			( )
			( )
			( )
			( )

18) Trade References – Please provide a minimum of 3 trade references (4 preferred)

Company Name	Phone Number	Average Monthly Purchases	Traded Since
	( )		
	( )		
	( )		
	( )		

### TERMS AND CONDITIONS

Terms and conditions upon which 5 Star Timbers Pty Ltd, ACN 129 412 317, a duly registered company in Queensland, hereinafter referred to and included in the term “The Company” may supply goods and/or services on 30 Day Credit to any person or Corporate Body or Organisation or Institution hereinafter more particularly referred to an included in the term “Applicant”.

1. That the applicant shall advise in written form any change in the membership of any partnership or firm of which the purchaser is a member or the death, insolvency, liquidation, dissolution, official management or bankruptcy of the applicant; of your assent to any composition, arrangement or scheme in respect of the purchaser and I/we indemnify The Company against any loss incurred by it due to any changes of ownership of the purchaser unless written advice of such change is received by The Company prior to the first delivery of goods after any change. The Company, at its sole discretion, may in writing vary this agreement to include such further or other entities forming part of The Applicant's business operation without limiting the continuing liability of The Applicant and its office holders.

2. The Applicant will have authorised monthly credit limit confirmed in writing. The Applicant agrees to comply with the trading terms of The Company. At the present time, payment is required of all outstanding account balances within 30 days from the end of the month the Statement is relevant to. The Company reserves the right to withdraw or alter the credit arrangement in its absolute discretion and such variations shall be confirmed by The Company in writing and take effect as an addendum to the agreement without the need for further documents to be executed.

3. In the event that the Invoice is not paid for within 30 days, The Company may claim interest at the rate of 21% per annum but levied monthly at 1.75% on any amount outstanding from the date of the statement on which the debt was originally recorded. .

4. No credits or returns accepted after three (3) days from supply of order. Any credits must be in agreement with The Managing Director who will issue a written credit note relevant to that credit.

5. The Company shall not accept returns of special orders and/or non-stock items, other than returns and/or claims whereby The Company is proven to have wrongly supplied goods or supplied faulty goods to The Applicant.

6. **RESERVATION OF TITLE IN GOODS SUPPLIED BY THE COMPANY**

6.1 In no case will property in any goods supplied pursuant to this agreement pass to The Applicant until payment has been made to The Company in full for the goods supplied including costs of transit, delivery, etc. Any sale of the goods (whether or not incorporated in any structure of improvement) by The Applicant to a third party prior to the passing of property to The Applicant will be deemed to have been made by The Applicant as agent for The Company, and the sale proceeds sufficient to cover the price of the goods and cost of transit, delivery, etc. shall be held in trust for The Company as its property. For the purpose of this agreement where payment is made by cheque, payment shall be deemed to have been made only when the cheque is paid by the drawer's bank

6.2 In the event of The Applicant having a bankruptcy notice used against him, or in the case of a Company, a Receiver being appointed or a Provisional Liquidator or Liquidator, and in the event of goods having been supplied by The Company and full payment for such goods not having been received by The Company, then The Company shall have the full and unfettered right to enter onto the premises or yard or property or building site of The Applicant to collect the goods in respect of which payment has not been made to The Company and to take possession of same. Ownership of such goods at all times is vested in The Company.

The Company reserves the right to deal direct with The Applicant's customers in the circumstances where goods have been supplied and not yet paid for without further notice to The Applicant.

7. If The Company grants any credit facility or nominates any credit limit; this is an indication only of its intention at the time of such granting or nomination. The Company can vary or withdraw any and all credit facility at any time at its complete and unfettered discretion and without any liability whatsoever or howsoever to The Applicant or any party claiming through The Applicant.

8. The Applicant accepts subject only to the monetary limits on Jurisdiction the Brisbane Magistrates Court and the Supreme and District Courts of Queensland held at Brisbane as appropriate forum to hear and determine any dispute between The Applicant and The Company against The Applicant, and The Applicant agrees to pay the costs of any incidentals to any such Court action on a Solicitor and Own Client basis. The Applicant further hereby agrees that any expenses, costs or disbursements incurred by The Company in recovering any outstanding monies including debt collection agency fees shall be paid for by The Applicant.

9. That all contracts of sale occur at Brisbane.

10. Notwithstanding Clause 9 hereof, the parties agree that all disputes arising out of the credit arrangements and the supply of goods and services by The Company to The Applicant may at the Company's discretion be finally settled by arbitration:  
a) in accordance with the International Commercial Arbitration Act, 1974 Commonwealth of Australia; and  
b) the parties agree that The Company is authorised to use its nominated Collection Agency / Solicitor be appointed as the sole arbitrator for the arbitral proceedings; and  
c) that the arbitration be conducted in private and that all information disclosed by way of use of documents, or verbal submission, or disclosed in any other method in connection with the arbitration proceedings be confidential.

11. The Applicant warrants that all information supplied to The Company in this credit application is true and correct.

12. The Applicant accepts that The Company has no responsibility for unauthorised use of the credit account and the onus is on The Applicant to use official orders and trustworthy officers.

13. The Company reserves the right to request a Deed of Guarantee and Indemnity from third parties when necessary to give security for credit facilities supplied to The Applicant and the office holders who have been named and executed in this application hereby personally guarantee the obligations and undertakings of The Applicant without such further document being necessary and with The Applicant joining and charging all real and personal property for repayment of the indebtedness to The Company from time to time.

14. The Applicant authorises The Company to obtain a credit report containing personal credit information from any credit reporting agency in relation to the provision of credit facilities by The Company to The Applicant and collecting of overdue payments from The Applicant by The Company.

15. The Applicant further authorises The Company to give and obtain from credit providers / references named in this application and credit providers that may be named in a credit report issued by a credit reporting agency about The Applicant's credit arrangements. The Applicant understands this information can include any information about The Applicant's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.

The Applicant hereby applies for credit on the terms and conditions outlined above and both duly authorised officers who make application on their own account as well as that of The Applicant have executed and endorsed their details below.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Full Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ P/code \_\_\_\_\_

Phone No: \_\_\_\_\_

Signature: \_\_\_\_\_

Full Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ P/code \_\_\_\_\_

Phone No: \_\_\_\_\_

Signature: \_\_\_\_\_

Full Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ P/code \_\_\_\_\_

Phone No: \_\_\_\_\_

Signature: \_\_\_\_\_

Full Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ P/code \_\_\_\_\_

Phone No: \_\_\_\_\_

**NOTE:** The above is to be signed by sole trader, all members of partnership and all Directors of Pty Ltd Companies making application.

**OFFICE USE ONLY**

Result of Trade Reference Check

**REFERENCE 1**

Company Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Fax \_\_\_\_\_  
Terms of Account \_\_\_\_\_ days Average Payment Days \_\_\_\_\_  
Credit Limit \$ \_\_\_\_\_ Opened \_\_\_\_/\_\_\_\_/\_\_\_\_ Average Trade Per Month: \_\_\_\_\_

Additional Comments \_\_\_\_\_

**REFERENCE 2**

Company Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Fax \_\_\_\_\_  
Terms of Account \_\_\_\_\_ days Average Payment Days \_\_\_\_\_  
Credit Limit \$ \_\_\_\_\_ Opened \_\_\_\_/\_\_\_\_/\_\_\_\_ Average Trade Per Month: \_\_\_\_\_

Additional Comments \_\_\_\_\_

**REFERENCE 3**

Company Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Fax \_\_\_\_\_  
Terms of Account \_\_\_\_\_ days Average Payment Days \_\_\_\_\_  
Credit Limit \$ \_\_\_\_\_ Opened \_\_\_\_/\_\_\_\_/\_\_\_\_ Average Trade Per Month: \_\_\_\_\_

Additional Comments \_\_\_\_\_

**REFERENCE 4**

Company Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Fax \_\_\_\_\_  
Terms of Account \_\_\_\_\_ days Average Payment Days \_\_\_\_\_  
Credit Limit \$ \_\_\_\_\_ Opened \_\_\_\_/\_\_\_\_/\_\_\_\_ Average Trade Per Month: \_\_\_\_\_

Additional Comments \_\_\_\_\_

**DIRECTOR'S GUARANTEE: YES / NO** Sales Person \_\_\_\_\_

**CREDIT LIMIT \$** \_\_\_\_\_ **ACCOUNT CODE:** \_\_\_\_\_

**Additional Comments:** \_\_\_\_\_

## Guarantee and Indemnity

IN CONSIDERATION of 5 Star Timbers Pty Ltd, ACN 129 412 317 (hereinafter called "the Company")

at the request of \_\_\_\_\_ (guarantors name) (hereinafter called "the Guarantor")

having agreed to extend credit to \_\_\_\_\_ (company name) (hereinafter called "the Debtor")

I/We the guarantors have read and understand the terms and conditions herein stated. In consideration of the Company granting credit to the Debtor on these terms, I/We jointly and severally guarantee payment to the Company of all amounts due and owing on the part of the Debtor and the due performance and observance of the terms and conditions hereof. This guarantee is in addition to and not substitution for any other rights which the Company may have and may be enforced against the guarantors without first having recourse to any such rights and without taking any proceedings against the Debtor. I/We hereby authorise the Company to obtain/record and share such information as would be reasonably expected to confirm and/or seek redress under this guarantee in accordance with the Privacy Act 1988 and subsequent amendments. The Guarantor/s acknowledge that the Company may lodge a caveat over any land that they own or may own to secure payment of any monies now or in the future payable or which are owed by the Debtor to the Company.

1. Guarantor (Full Name) \_\_\_\_\_  
Address (No PO Boxes) \_\_\_\_\_ P/code \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness (Full Name) \_\_\_\_\_  
Address (No PO Boxes) \_\_\_\_\_ P/code \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

2. Guarantor (Full Name) \_\_\_\_\_  
Address (No PO Boxes) \_\_\_\_\_ P/code \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness (Full Name) \_\_\_\_\_  
Address (No PO Boxes) \_\_\_\_\_ P/code \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

## Statement of Assets and Liabilities

Name: \_\_\_\_\_ As at \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_ P/code \_\_\_\_\_

<b>Liabilities</b>	<b>\$</b>	<b>Assets</b>	<b>\$</b>
Bank Overdraft Bank		Cash at bank	
Loans From		Loans to	
Other Current Liabilities		Other Current Assets	
Mortgages To:		Land and Buildings	
Secured Loans:		Motor Vehicle, Boats, etc Current Market Value	
Other Liabilities		Investments (shares etc)	
		Other Assets	
<b>Total Liabilities</b>	<b>\$</b>	<b>Total Assets</b>	<b>\$</b>
The foregoing statement has been carefully read by the undersigned and is to my/our knowledge in all respects complete, accurate and truthful.			<b>NETT VALUE</b>
			\$

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Full Name** \_\_\_\_\_