



*Solutions for Better Looking Concrete*

## DIRECTORS PERSONAL GUARANTEE

In consideration of South Coast Decorative Concrete Supplies Pty Ltd at my/our request extending to the company a monthly trading account which must be paid within 21 days from End of Month and supplying goods to the company on that basis I/we agree jointly and severally to be responsible to South Coast Decorative Supplies Pty Ltd for.

- (a) The price of all such goods as you may from time to time hereafter supply to the company.
- (b) Any interest payable by the company to South Coast Decorative Concrete supplies Pty Ltd on outstanding accounts.
- (c) Any costs and expenses whatever incurred by South Coast Decorative Concrete Supplies Pty Ltd arising out of non-payment by the company of monies owing including but not limited to the costs and expenses of recovering overdue amounts.

I/we acknowledge South Coast Decorative Concrete Supplies Pty Ltd does not have to give me/us notice of any neglect or omission on the part of the company to pay for the goods nor does it have to notify me/us of the goods that are from time to time supplied to the company payment for which is covered by this guarantee.

This guarantee is a continuing guarantee and security and is unlimited as to amount. My/our liability under it shall not be affected by your giving time or any other indulgence to the company. I/we reserve the right for myself/ourselves by notice to revoke this guarantee at any time as to all future dealings by the company with South Coast Decorative Concrete Supplies Pty Ltd commencing 7 days after such notice in writing is delivered during normal working hours to the office of South Coast Decorative Concrete Supplies Pty Ltd.

DATED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_ Vehicle Registration: \_\_\_\_\_

Drivers Licence No: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Vehicle Registration: \_\_\_\_\_

Drivers Licence No: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

TRADE REFERENCES: **Please note: Concrete Plants and Bunnings do not give references**

1. \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

2. \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

3. \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

CREDIT LIMIT REQUIRED \_\_\_\_\_ PER MONTH

Any overdue accounts attract on the outstanding balance at the rate equal to the National Bank's indicative rate for overdrafts on less than \$100,000 plus a margin of 5% as applicable at the date the account becomes overdue.

SIGNED \_\_\_\_\_ NAME \_\_\_\_\_

POSITION \_\_\_\_\_ DATE \_\_\_\_\_

Office use only:

Comments \_\_\_\_\_

Approved \_\_\_\_\_ Date \_\_\_\_\_

ATTACHMENT TO CREDIT ACCOUNT APPLICATION

AGREEMENT THAT SOUTH COAST DECORATIVE CONCRETE SUPPLIES PTY LTD MAY SEEK CONSUMER CREDIT INFORMATION (SECTION 18K (1) (B) OF THE PRIVACY ACT 1988.

If South Coast Decorative Concrete Supplies Pty Ltd consider it relevant to assessing my/ our application for commercial trade credit, I/we agree to South Coast Decorative Concrete Supplies Pty Ltd. Obtaining from a credit reporting agency or current information about me/us in relation to commercial credit provided by South Coast Decorative Concrete Supplies Pty Ltd

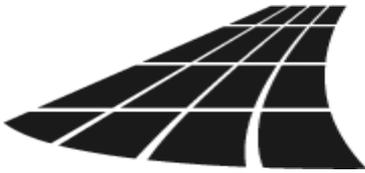
DATED \_\_\_\_\_

SIGNED \_\_\_\_\_

NAME \_\_\_\_\_



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# SOUTH COAST DECORATIVE CONCRETE SUPPLIES

PTY LTD

*Solutions for Better Looking Concrete*

Head Office Address: 1 McIntyre Way, Bomaderry 2541  
Bomaderry 44 235 111  
Yallah 42 572 611  
Batemans Bay 44724944

Email [sales@scdcs.com.au](mailto:sales@scdcs.com.au) [www.scdcs.com.au](http://www.scdcs.com.au)

A.B.N. 98 618 082 483

**Suppliers of  
Decorative Concrete & Construction Materials**

## APPLICATION FOR TRADING ACCOUNT (This application is to be completed in full)

PRIVATE AND CONFIDENTIAL ALL QUESTIONS MUST BE ANSWERED

COMPANY NAME: \_\_\_\_\_

ABN \_\_\_\_\_ REGISTRATION DATE: \_\_\_\_\_

TRADING AS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_ POST CODE \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_ POST CODE: \_\_\_\_\_

CONTACT PERSON FOR ACCOUNTS: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**ALL STATEMENTS & INVOICES TO BE EMAILED ONLY:** \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_

DATE THAT BUSINESS COMMENCED: \_\_\_\_\_

DIRECTORS - FULL NAME, ADDRESS, PHONE NOS.:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**SOUTH COAST DECORATIVE CONCRETE SUPPLIES PTY LTD  
CONDITIONS OF SUPPLY**

1. **DEFINITION:** In these Conditions:
  - a) “Customer” means the party to whom SCDCS is supplying goods or services, or any agent or authorized carrier nominated by that party;
  - b) “SCDCS” means **South Coast Decorative Concrete Supplies Pty Ltd** or any company related to SCDCS.
2. **GOVERNING CONDITIONS:** These conditions of supply:
  - a) govern all supplies of goods and services by SCDCS;
  - b) supersede all prior representations and agreements between the parties about supplies of goods and services by SCDCS;
  - c) negate and are not altered by any Customer document or statement; and
  - d) may only be altered in writing by a duly authorized officer of SCDCS.
3. **DELIVERY:** SCDCS will use reasonable efforts to deliver goods to the Customer on or before any estimated delivery date but SCDCS does not represent or warrant that it will be able to do so.
4. **DELIVERY DOCKETS AND SALES DOCKETS:** The Customer will check each sales docket recording the sale of products to the Customer at a SCDCS outlet and each delivery docket recording the delivery of SCDCS goods to the Customer. Whether or not the Customer signs the sales docket or the delivery docket recording a sale or recording a delivery to the Customer:
  - a) a sales docket will be prima facie evidence that the goods recorded in the docket were taken by the Customer unless the Customer queries the contents of the docket at the time of sale; and
  - b) a delivery docket will be prima facie evidence that the goods referred to in the docket, in the quantities described, were delivered to the Customer, unless the Customer notifies SCDCS to the contrary within 24 hours of the date of delivery.

In any proceedings commenced by SCDCS against the Customer, seeking payment for goods sold by SCDCS to that Customer, the Customer shall not be entitled to raise as a defence the allegation that the goods were not received by or delivered to the Customer, and this condition may be pleaded in absolute answer to any allegation to this effect made by the Customer.
5. **RETURNS:** SCDCS acknowledges its statutory obligations to the Customer, including those under the *Trade Practices Act 1974*. Return of goods may be subject to a handling fee. No goods will be accepted for return without prior authorisation. Where authorisation is not given a handling fee of 10% of the invoiced cost of the goods will be charged plus freight costs will apply. No claims will be recognised after 7 days from delivery date.
6. **PRICE:** SCDCS will invoice the Customer, on or with effect from the date on which SCDCS despatches the goods or supplies the services to the Customer, for the goods and services concerned and at the SCDCS prices current on the despatch or supply date. SCDCS is entitled to apply a minimum charge of \$5.00 for any despatch of goods to the Customer.
7. **PAYMENT:** The Customer must pay in cash or by draft or cheque drawn by a bank as defined in *The Banking Act 1959* (Commonwealth) for all goods and services ordered from SCDCS, on or prior to delivery of the goods or supply of the services, unless credit facilities have been approved by SCDCS and notified in writing.
8. **INTEREST:** SCDCS will charge the Customer interest on overdue amounts calculated daily at the rate of 10% per year (or at any other rate notified by SCDCS from time to time or stated in SCDCS’s invoice or statement) from the date of SCDCS’s invoice until the date of payment, subject to any credit arrangement concluded between the parties.
9. **SET-OFF:** The Customer must not set-off against any amount owing by the Customer to SCDCS any amount owing or claimed to be owing by SCDCS unless that set-off is agreed to in writing by SCDCS.
10. **RISK AND TITLE:** The parties agree that property in the goods supplied by SCDCS to the Customer passes to the Customer when the goods have been paid for in full. Until then, the goods remain the property of SCDCS. The goods are at the Customer’s risk immediately on despatch from SCDCS’s premises to the Customer.
11. **RECOVERY OF GOODS:** Where the Customer fails to pay for any goods supplied by SCDCS, then SCDCS may take possession of the goods for which it has not been paid. The Customer authorises SCDCS in its own capacity and as the Customer’s agent to enter onto any land or premises where the goods are located in order to take possession of the goods in accordance with this condition.
12. **SCDCS REQUIRED TO REPAY:** If SCDCS is required to repay to any person any of the monies paid by the Customer for the goods supplied to it by SCDCS then the goods will be deemed to have continued to be SCDCS’s property and the Customer will be deemed not to have paid for them, and, without limiting the generality of this condition, SCDCS may rely upon conditions 10 and 11.
13. **SUITABILITY FOR USE:** Unless the Customer specifically informs SCDCS, prior to ordering the goods, of the purpose for which the goods are required by the Customer, SCDCS makes no warranty as to whether the goods are suitable for the Customer’s purpose, and the Customer agrees to make no claim against SCDCS in respect of the suitability of the goods for the Customer’s purpose.
14. **EXCLUSIONS AND LIMITATIONS:** SCDCS excludes all terms, conditions and warranties implied under any statute except any implied condition or warranty, exclusion of which would contravene any statute or cause any part of this clause to be void (**Non-excludable Condition**). SCDCS’s liability to the Customer for breach of any express provision of this Agreement or any Non-excludable Condition (other than an implied warranty of title) is limited, at SCDCS’s option, to providing, replacing or repairing those goods or providing those services again. Nothing in these Conditions of Supply limits SCDCS’s liability to a customer (as defined in the *Trade Practices Act 1974*) for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption.
15. **FORCE MAJEURE:** SCDCS’s obligations to perform in accordance with these Conditions will be suspended for the duration of any delay arising out of anything outside SCDCS’s reasonable control.

**16. CUSTOMER DEFAULT:** If:

- a) the Customer fails to pay when due any amount owing to SCDCS.
- b) any step is taken to enter into any arrangement between the Customer and its creditors;
- c) the Customer ceases to be able to pay its debts as they become due or carry on its business;
- d) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of or to the whole or any part of the Customer's assets or business; or
- e) any person who is guaranteeing the obligations of the Customer ceases to guarantee those obligations, or notifies SCDCS that they intend to cease to guarantee the obligations, then SCDCS may:
  - i) require the Customer to pay immediately all amounts invoiced to the Customer by SCDCS but unpaid or to pay in advance of or on delivery of any goods;
  - ii) suspend or cease supply goods and services to the Customer (whether or not the Customer has ordered goods or services that have not yet been supplied); or
  - iii) enter the Customer's premises, take possession of and resell any goods owned by SCDCS.

**17. AUTHORIZED SIGNATORY:** The person signing any agreement between the Customer and SCDCS, on behalf of the Customer, or as an officer of the Customer, warrants to SCDCS that he or she is authorized to sign the agreement and that signing will bind the Customer.

**18. CREDITWORTHINESS ENQUIRIES:** The Customer authorizes SCDCS to make such enquiries as are necessary to confirm the Customer's creditworthiness, including contacting persons nominated as a trade reference, the Customer's bank, or any other credit provider or credit reporting agency.