



Burlows Pty Ltd

ACN: 139 320 737
Address: 14 Ledger Road, Balcatta
Postal: PO Box 904, Balcatta WA 6914

Phone: +61 8 9240 6455
Fax: + 61 8 9249 4274
Email: info@burlows.com.au
Web: www.burlows.com.au

30 Day Credit Application & Supply Contract

Legal Trading Name: _____

Please tick: Company___ Trust___ Partnership___ Sole Trader___

If the company is a trust please complete the full legal entity:

Business ABN: _____

Postal Address: _____

Physical Address: _____

Registered Address: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

Web Address: _____

Type of Business: _____

Years Established: _____ Years Present Owner: _____

Name of Bank: _____ Branch: _____

Amount of credit required: _____

Full names and residential addresses of all Directors/Partners or Sole Trader

1. _____

2. _____

3. _____

4. _____

Trade References Major Industry Related

1. _____ Contact Name: _____ Telephone: _____ Monthly Spend _____

2. _____ Contact Name: _____ Telephone: _____ Monthly Spend _____

3. _____ Contact Name: _____ Telephone: _____ Monthly Spend _____

4. _____ Contact Name: _____ Telephone: _____ Monthly Spend _____

BURLOWS - Terms and Condition Of Sale 1/10/2009

By being supplied any Product from BURLOWS you the Customer are bound by the following Terms & Condition

To the fullest extent legally possible, all contracts (Being individual orders written on an invoice and/or Trading Accounts) made with BURLOWS Pty Ltd ACN 139 320 737 (the Supplier) by any Customer, if the proprietor/director of the business has signed a directors guarantee he or she for the purposes of the contract is also (the Customer) for any products/goods and services (the products) are subject to the following terms and conditions of sale (these terms) unless otherwise expressly agreed in writing.

Trading Terms: Net 30 days: Payment to be made within 30 days of statement date or as stated on invoice.

Recovery Costs: The Customer will pay to the supplier the costs and expenses incurred by its or its solicitors, legal advisors, mercantile agents or any other parties acting on the suppliers behalf in respect of any action or attempted action instituted or being considered against the customer whether for debt possession of the products or otherwise.

Interest: The Supplier reserves the right to charge a late payment fee of .0511% per day calculated and charged on the last day of the calendar month on any outstanding debt were the account is not settled within 15 days of the agreed terms or as terms stated on the invoice.

Property: a) Property in these products shall not pass to the customer until payment is made in full for those products and of all monies owing to the Supplier, and the Supplier reserved the right to take possession of and dispose of the products as it see fit at any time until full payment has been made and the customer hereby grants permission to the supplier to enter upon any land or premises where the products are in order to do with such reasonable force as required. B) Risk passes in these products at delivery. C) The customer agrees that a certificate purporting to be signed by an officer of the Supplier identifying products as unpaid for shall be conclusive evidence that the products have not been paid for and of the supplier's title to those goods.

The Customers Customer And Direct Deliveries To There Property: In the event of any sale of product before title has passed, to the Customer and the Customer has had the supplier direct delivered product to their customer, the customers customer hereby for goes any claim or title to the goods under common law in the event that the customer 1) Breaches any of this contract. 2) Commits any act of bankruptcy this being going into administration, liquidation and bankruptcy. The Customers customer allows the supplier to hereby grants permission to the supplier to enter upon any land or premises where the products are in order to repossess the products and goods. The Customers customer agrees that a certificate purporting to be signed by an officer of the Supplier identifying products as unpaid for shall be conclusive evidence that the products have not been paid for and of the supplier's title to those goods.

Limitation Of Liability: A) The Customer agrees to limit any claim it makes whatsoever or howsoever arising in any way concerning the products to the cost of replacement of those products B) Unless otherwise agreed, the supplier shall not be liable for any claim loss or expense whatsoever which is made after 7 days from the date of delivery (or at all once the products have been unpacked, fixed or otherwise used or applied) after which there shall be deemed to have been unqualified acceptance. C) The Supplier will not be liable in any event in any way whatsoever for any contingent, consequential, direct, indirect, special, or punitive damage arising in any way whatsoever in relation to the products and the customer acknowledges this express limit of liability and agrees to limit any claim accordingly. D) No other term, condition, agreement, warranty, representation, or understanding whatsoever whether expressed or implied in any way extending to otherwise relating to or binding to or binding upon the supplier other than these terms is hereby expressly negative and excluded.

Placement of Orders: A) The customer agrees that in event of any dispute arising concerning any order (and including any question of identity or authority and of any telephone, facsimile, email or computer generated order) that the internal records of the supplier will be conclusive evidence of what was ordered in all respects. B) The Customer agrees that each order it places shall be and be deemed to be a representation by it and at that time, that it is solvent and able to pay all its debt as and when they fall due. C) The Customer agrees that failure to pay the Supplier in accordance with these terms shall be conclusive evidence that the Customer had no reasonable grounds for making the representation referred to in 7 B) of these terms. D) When any order is placed, the Customer shall inform the Supplier of any material facts which would or might reasonably effect the commercial decision by the Supplier to accept the order and/or grant credit in relation thereto and any failure by or on behalf of the Customer to do so shall create and be deemed to create an inequality of bargaining position and shall constitute and be deemed to constitute the taking of an unfair advantage of the Supplier.

Purchase Price: A) All sales are made by the Supplier at the ruling price at the time of delivery. B) The Supplier reserves the right to change its pricing without notice. C) All sales are subject to G.S.T.

Delivery: A) The Customer acknowledges and agrees that the Supplier accepts no responsibility or duty whatsoever for delivery, but may elect to arrange delivery at its complete discretion and without any liability and at the customers cost and responsibility in all things. B) The Supplier reserves the right to charge for any delivery. C) The Customer shall be deemed to have accepted delivery and liability for the product immediately they are delivered to a carrier, to the customers business premise and Direct delivered to site elected by the Customer. D) The Customer agrees that the supplier's invoice shall be prima facie proof of delivery and a certificate purporting to be signed by an officer of the Supplier confirming delivery shall be conclusive proof of delivery as shall any signed delivery docket whether signed by an employee of the customer, the Customers carrier or the Customers customer or any other person with Customer's ostensible authority.

Returns: If the supplier for any reason elects to take back product it will be on terms agreed prior to any such return however a restocking service fee of 15% of the original invoice value will apply after the product has been delivered.

No Returns: Customized product or product acquired or made specifically to the order of the Customer, will not be returnable in any event.

Product Characteristics: TIMBER: The customer acknowledges that the supplier's timber products has (inter alia) the following characteristics: A) it is a natural product and accordingly variations in colour texture and inherent quality occur. B) it is susceptible to exposure to the element (sun, rain, atmospheric pressure, temperature, humidity). C) it is susceptible to bending warping, crushing, swelling, and fungal growth, rotting. D) it is susceptible to size variations which may be caused (inter alia) by relative humidity and or moisture content. E) Timber products which comply with relative Australian standards may none the less be susceptible to (inter alia) the things set out as in the above product characteristics. The Customer acknowledges this as set out above and will not hold the supplier liable in any way whatsoever for time immemorial because of the

product characteristics. The product is produced and sold accordingly to an Australian Standard the Supplier has no control as to how it will behave after the fact.

Customer's Terms And Conditions: No terms or conditions sought to be imposed by the Customer upon the Supplier shall prevail except where consistent with these terms.

Variation: Any variation or cancellation of any of these terms or any other agreement or arrangement between the Supplier and the Customer must be approved in writing by the supplier before being binding upon the supplier.

Defaults: A) In the event of any default or breach hereof by the Customer, the Supplier may (inter alia) retain all monies paid on account of products and or cease further deliveries and recover from the Customer all loss of profit arising there from and/or at it discretion take immediate possession of any product not paid for without prejudice to any other rights of the Supplier, without the Supplier being liable in any way to any party whatsoever. B) The Customer hereby indemnifies the Supplier against any claim, demand, loss or liability whatsoever arising in any way from any dealing between them.

Severability: Any covenant or agreement herein, being a whole clause or part of a clause, shall be capable of severance without affecting any other of these terms.

Customer Restructure: The Customer will notify the Supplier in writing of any changes in its proprietorship, structure or management including (inter alia) any changes in Director, Shareholder, Management or changes in partnership or trusteeship within 7 days of the date of any such changes.

Jurisdiction: The Customer submits to the jurisdiction of the appropriate Court selected by the Supplier for the resolution of all matters arising between them.

Credit Limit: If the Supplier from time to time grants any credit facility or nominates any credit limit, the supplier can vary or withdraw any and all credit facility at any time at it complete discretion and without any liability whatsoever to the customer or any party claiming through the Customer.

Credit Information: A) The Customer irrevocably authorizes the Supplier, its servants and agents to make such enquires as it deems necessary to investigate the credit worthiness of the Customer from time to time, including the making of enquiries with persons nominated as trade references, the bankers of the Customer, and any other credit provider or a credit reporting agency (thereinafter called "the information sources"). The Customer hereby authorizes the information sources to disclose to the Supplier such information concerning the customer which is within their possession and which is requested by the supplier. B) The Customer agrees that the information provided on any credit application concerning the Customer, may be disclosed to a credit reporting agency or any other interested party or person without liability to the Supplier.

Notice: The Customer agrees that it will be deemed to have notice of any change to these terms immediately they are adopted by the Supplier and whether or not the customer has actual notice.

The signatory agrees to abide by these terms and conditions, and represents and warrants that the information is true and correct in order to induce the supplier to grant credit to the customer and is duly authorised by the customer to complete the credit application.

This day the _____ of _____ 2_____

Signed By: _____

Title: _____

Print Name: _____

Witness Sign: _____

Print Name: _____

Address: _____

Contact Number: _____

Agreement to Guarantee & Indemnify

(Applies to customers applying for credit accounts over \$10,000)

Burlows Pty Ltd (The Supplier)

Definitions: (A) "you" and "yours" shall refer to each of the parties listed below as the "supplier" jointly and severally, and (B) "we and "us" shall be reference to each of the guarantors and the customer jointly and severally.

We guarantee payment to you of all monies and performance of all obligations (including any present and future indebtedness or obligation) by the customer or any of us arising from any past present or future dealing you whatsoever.

We indemnify you against all loses you sustain whatsoever as a result of any past present or future dealings you have with the customer of any of us.

We agree (A) to pay to a stakeholder nominated by you any amount certified by you as payable before we become entitled to dispute whether that amount is payable. (B) that this agreement shall remain effective notwithstanding any conduct or even (and including any deed of company arrangement under chapter 5 of the corporation law, and whether agreed by you or otherwise) which but for this clause may have the effect of releasing or otherwise varying obligations of the customer or any of us, and that payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid (C) this agreement is signed by us both in our personal capacity and as trustee of every trust of which we are trustee.

We charge in your favour all of our estate and any interest in any land in which we now have legal or beneficial interest (or in which we later acquire any such interest) with payment of all monies owed to you by the customer or any of us and agree, upon request, to execute a registrable instrument transferring to you our said estate and interest by way of security. You agree that you will not register any interest in the property charged except on default by the customer.

We recognise that you to grant credit from time to time at you discretion to the customer and/or forbear from taking any legal action for one month from the date hereof against the customer.

We agree that this agreement and any claim and any dispute between the supplier, the customer or any of us shall be governed by the law applicable in Western Australia and heard in the appropriate court nominated by the supplier.

If more than one guarantor is named or intended to sign as guarantor we each agree to be bound and liable for the full amount owed to the supplier, even if we are the only one to sign as guarantor and whether or not any amount is extinguished or compromised under any law or otherwise. We agree that you may make any arrangement or compromise with any of us, obtain additional guaranteed and/or indemnities and/or securities from any part or release and or compromise with any guarantor or any party without effecting our liability to you.

Any credit limit you grant or apply to the customer is at your discretion and will not limit our liability to you.

We authorise you to make all enquiries you deemed necessary to investigate our credit worthiness including enquiry with our bankers, and any other credit provider or credit reporting agency (the sources). We authorise the sources to disclose to you any information concerning us which is within their possession and requested by you. We agree that you may disclose any information you have concerning us to the sources.

Any covenant or agreement herein or any part thereof shall be capable of severance without affecting any other part of this agreement to guarantee and indemnify.

The guarantors acknowledge full knowledge and understanding of the agreement to guarantee and indemnify.

The Supplier

Burlows Pty Ltd and each of this subsidiaries, affiliates, and associated companies and entities.

The Customer _____ ABN: _____

Guarantor 1		
Name:	Signed:	Date:
Home Address:		
Witness Name:	Signed	Date:

Guarantor 2		
Name:	Signed:	Date:
Home Address:		
Witness Name:	Signed	Date:

Guarantor 3		
Name:	Signed:	Date:
Home Address:		
Witness Name:	Signed	Date: