



<b>OFFICE USE ONLY</b>	Account Name:			
	Assessed By:		Date:	
	Conditions:			
	Confirmed By: (phone, letter, e-mail, etc.)		Date:	

**Section Two**

**ACCOUNTS DEPARTMENT DETAILS**

Account Payable Contact Details	Name:		Telephone:	
	E-Mail:		Fax:	
Bank Details	Bank:		Branch:	
Credit Limit				

**Section Three**

**CREDIT REFERENCES**

**CR1**

Business Name:			
Registered Business Address:	Post Code:		
	State:		
Phone Number:		Acc. Establishment date:	
Fax Number:		Monthly Spend:	

**CR2**

Business Name:			
Registered Business Address:	Post Code:		
	State:		
Phone Number:		Acc. Establishment Date:	
Fax Number:		Monthly Spend:	

**CR3**

Business Name:			
Registered Business Address:	Post Code:		
	State:		
Phone Number:		Acc. Establishment Date:	
Fax Number:		Monthly Spend:	

## Section Four

## OWNERSHIP DETAILS

<b>Partner/Director 1</b>					
Residential Address					
Phone:		D.O.B:		Drivers Lic. No.	

<b>Partner/Director 2</b>					
Residential Address					
Phone:		D.O.B:		Drivers Lic. No.	

<b>Partner/Director 3</b>					
Residential Address					
Phone:		D.O.B:		Drivers Lic. No.	

<b>Partner/Director 4</b>					
Residential Address					
Phone:		D.O.B:		Drivers Lic. No.	





- (e) a person is appointed under any applicable law to investigate any part of the Buyer's business or affairs or an application is made for the appointment of such an inspector, or an administrator is appointed to the Buyer or any steps are taken for such an appointment; or
- (f) any other event occurs or circumstance arises, financial or otherwise, which, in the reasonable opinion of the Seller, is likely materially and adversely to affect the ability of the Buyer to observe any of its payment obligations to the Seller, and in such event the Customer shall be deemed to be in breach of its obligation to purchase those goods.
16. **DELIVERY TIME** The Seller may deliver the Goods by instalments or partial shipments and the Buyer will accept each delivery or part delivery. The Seller shall be under no liability for direct or consequential loss or damage to the Buyer arising from or incidental to delay or postponement in delivery.
  17. **NO IMPLIED SERVICE** The Buyer acknowledges that excepting as provided by law this agreement does not entitle the buyer to demand to receive from Seller any site inspection or service of the goods supplied, delivered and installed if applicable. If the Buyer does require Seller's services in respect of site inspection and service of the goods, the subject of this agreement, then the Buyer should arrange with Seller to enter a separate agreement in respect of same, in the event that no separate agreement in relation to site inspection and service is required by the Buyer, then the Buyer acknowledges that in the event of the goods supplied requiring to be serviced or inspected due to breakdown or otherwise, then the Buyer shall rely solely on any benefit in respect of same provided by the Manufacturer.
  18. **AGREED USE** The Buyer acknowledges that the matters set out in the schedule hereto are a true description of the purposes for which the goods purchased hereby are to be applied in respect of work required to be performed by such goods and that the Buyer may forfeit any rights he may have against Seller for the supply of the subject goods if they are applied to any other use. The Buyer forfeits any right or claim against the Seller if any alteration to the goods sold or quoted is carried out without the Seller's written consent.
  19. **VARIATION BY BUYER** Should there be any variation in details, sizes and quantities, delivery instructions or any other item or matter on which the quotation or invoice is based (and which is accepted by the Seller), the Seller reserves the right to revise and amend the contract price accordingly.
  20. **CONFIDENTIALITY** Neither the Seller nor the Buyer will disclose any information of the kind referred to in section 275(1) of the PPSA, and the Buyer will not authorise the disclosure of any information of the kind referred to in section 275(1) of the PPSA at any time.
  21. **CLERICAL ERRORS** Clerical errors in computations, typing or otherwise of catalogue; quotation; acceptance; offer; invoice; delivery docket; credit note; or specification of the Seller shall be subject to correction.
  22. **MODIFICATIONS** All modifications and amendments to these terms and conditions must be in writing and signed by both the Seller and the Buyer in order to be enforceable.
  23. **WAIVER** If the Seller elects not to exercise any of its rights arising as a result of a breach of these terms and conditions that will not constitute a waiver of any rights of the Seller relating to any subsequent or other breach.
  24. **GOVERNING LAW** These terms and conditions shall be governed by the laws of the State of South Australia and the Buyer submits to the non-exclusive jurisdiction of that State and the Buyer waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.
  25. **SEVERABILITY** If any of the provisions of these terms and conditions are deemed to be unlawful or invalid by reason of any applicable statute or rule of law or equity, then such provision shall be severed from the rest of these terms and conditions and all other provisions of these terms and conditions will remain valid and binding on the Seller and the Buyer.

## Section Six

### ACKNOWLEDGEMENT:

The Customer acknowledges that the Goods it will acquire from Treadwell Group will be obtained for either the purpose of re-supply (whether or not in an altered form or as part of some other manufacture) or for the purpose of using them up or transforming them in trade or commerce in the course of a process of production or manufacture or in the course of repairing or treating other goods or fixtures on land.

#### **Who must sign this Agreement on behalf of the Customer:**

For Companies: Where there is only one director for the company then that person must sign; where there are two or more directors for the company the two Directors or a Director Company Secretary must sign.

Sole Traders operating under their own name or under a business name: The individual

Partnership: Two partners of the Partnership.

Where this is not possible please contact the Treadwell Group Accounts Department on 1800 246 800 – details as per mailing instruction or Personal Guarantee and Indemnity Agreement – page 9.

**The Customer agrees to be bound by the Credit Account Terms and Conditions stated in Section Five of this Agreement.**

<b>SIGNATORY 1</b>	If submitted electronically, no signature is required, but this must be completed by the person whose name appears above.		
Signed/Electronically Executed By:		Date:	
Position:			
Signature:			

<b>SIGNATORY 2</b>	If submitted electronically, no signature is required, but this must be completed by the person whose name appears above.		
Signed/Electronically Executed By:		Date:	
Position:			
Signature:			