



WILSON & BRADLEY PTY. LTD.

ABN 40 211 980 801

WHOLESALE SUPPLIERS TO THE CABINET AND FURNITURE TRADES

94 BELL STREET, PRESTON, VICTORIA 3072

PHONE: 03 9495 8900 TOLL FREE: 1800 633 507

ACCOUNTS DEPARTMENT FAX: 03 9416 8282 SALES DEPARTMENT: 03 9416 8878



Quality Endorsed Company

ISO 9002 LIC NO QEC 8260 Standards Australia

OFFICE USE ONLY

AGENT

1	Misc	2		3	Outer Eastern MELB	5	Northern MELB	6	Western MELB	8	Geelong	9	Ballarat/Horsham	10	Cash Sales Vic
11	Peninsula	12	Shepp	13	Gippsland	14	South Tas	15	Eastern MELB	16	North Tas	17	South East MELB	18	Inner East MELB
21	Rental	22	ACT	23	Central Sydney	24	Riverina NSW	25	Central West NSW	26	Cash Sales SYD	27	North Sydney	28	South Coast Sydney
30	West Sydney	31	Nth Coast NSW												
40	Far North QLD	41	North Coast QLD	42	BNE	43	North G'Coast/Sth BNE	44	Cash Sales BNE	45	Sth G'Coast/Nth Rivers	46	North Brisbane/Too'mba	47	Wide Bay QLD
48	South East QLD	50	South W.A.	51	Bendigo VIC	52	Misc W.A.	53	Cash Sales W.A.	54	North/East W.A.	55	North W.A.		
80	Cash Sales S.A.	81	ADE	82	ADE	83	ADE								
150	HSW	151	M/Mart	155	Bunn NT	157	Bunn SA	158	Bunn WA	159	Bunn VIC	160	Bunn NSW	161	Bunn QLD

Registered Company Name: _____ ABN: _____
 Trading Name: _____ ACN: _____
 Company Type: Sole Trader/Partnership/Company/Trust _____ RBN: _____

Postal Address:	Delivery Address:
Street/PO: _____	Street: _____
Street/PO: _____	Street: _____
Suburb/State: _____ Postcode: _____	Suburb/State: _____ Postcode: _____
Contact: _____	Contact: _____
Telephone: _____	Telephone: _____
Fax: _____	Fax: _____
Mobile: _____	Mobile: _____
Email: _____	Email: _____

Names Of Directors	Address	Date Of Birth	Driver's Licence No
1/.	_____	_____	_____
2/.	_____	_____	_____
3/.	_____	_____	_____

Industry Type: Furniture/Cabinet/Kitchen/etc: _____
 Expected Monthly Purchases: \$ _____ Credit Limit Required: \$ _____

Do you wish to have access to our catalogue, ordering and accounts online? YES/NO (provide email address)
 We may provide you with notices from us by mail or email.

DATE:		APPROVAL:		CREDIT LIMIT: \$	
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CLASS (1)	KIT		CARA		FURN		RETAIL		COMM		
CLASS (1)	SHOP12		MISC.		SCH						
CLASS (2)											
CLASS (3)	GEN	CABA1	CAB2	CAB3	BEST	RESEL	BUN	QLD2	QLD3	TAS3	TAS2

TRADE REFERENCES (Minimum of 3 required)	OFFICE USE ONLY
1. Business Name: _____ Phone: _____ Fax: _____	_____
2. Business Name: _____ Phone: _____ Fax: _____	_____
3. Business Name: _____ Phone: _____ Fax: _____	_____

I/We agree that Wilson & Bradley may give and to seek any credit providers named in this credit application, and credit providers that may be named in a credit report issued by a credit reporting agency, information about my/our credit worthiness, credit standing, credit history and credit capacity that credit providers are allowed to give or receive from each other under the privacy act.
 The Applicant requests the abovenamed Company/Firm ("The Company") to open an account on the basis of the Company's standard Terms and Conditions of Trading and agrees to be bound by such Terms and Conditions. The Applicant and the signatory to this Application further acknowledge that the information provided in this Application is true and correct and has been relied upon by the Seller to determine whether to grant the Applicant credit and that the signatory has full authority to complete this Application Form on behalf of the Applicant.

Applicants Signature: _____ Date: _____
 Print Name: _____ Position: _____

TERMS AND CONDITIONS OF TRADING

1. Payment

The Customer agrees to comply with Payment Terms of 30 days from date of statement. If the Customer does not make payment within the period specified then the Seller shall have the right to initially with hold service. The Customer also agrees to pay a further default charge of 0.6% per day for any amount outstanding for more than 30 days from the date of the statement. The Customer also agrees to indemnify against all costs the Seller may incur in pursuing the debt.

Payment will be made by Cash, Cheque, Electronic Funds Transfer or by Credit Card (plus a surcharge of 2% of the price). Payment is accepted by the Seller as Cleared Funds only. The Seller has the right to charge a Dishonour Fee for each occasion a payment is returned by the bank.

2. Costs

Should payment remain outstanding beyond the Seller's payment terms, the Customer is liable for all costs including legal costs (on a solicitor/own client basis) and mercantile agents fees incurred by the Seller in recovering the amount outstanding.

3. Credit References

The Customer agrees that information given in this Application is accurate and relevant to the business in which the Seller trades. The Seller has the right to reject credit referees named and to seek further referees.

- The Customer agrees for the Seller to obtain from credit reporting agencies and credit referees named in this application, information relating to credit worthiness.
- The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Sect. 18K (1)(h) Privacy Act).
- The Seller advises that information about credit worthiness/credit standing/credit history and credit capacity can be received and given to other credit providers under the Privacy Act.

4. General

If the Seller shall at any time, have any reasonable doubts as to the solvency of the Customer or the ability of the Customer to meet their payment terms date as they fall due, then the Seller may refuse to make any further delivery of goods under this or any other contract.

The seller has the right to review and change Payment Terms with the Seller at any time.

For the purposes of these Terms and Conditions, the Customer will be liable for all deliveries based on orders (written or verbal) made by any person representing the Customer.

5. Deliveries

- Metropolitan Deliveries will incur a delivery charge (unless otherwise agreed).
- Country and Interstate deliveries will be fob by our normal rail/road carriers; Customers may specify alternate carriers however the Sellers liability ceases after despatch.

- All invoices below \$50 will incur a surcharge.
- It is the Customers' responsibility to Insure against loss or damage to any goods shipped from time of despatch.

6. Claims

- The Customer will inspect goods on delivery and notify the Seller of any alleged defect/shortage/variation within seven (7) days.
- The Customer will be deemed to have accepted the goods unless it notifies the Seller in writing within 7 days of receipt of the goods.
- The Seller will not accept return of goods unless it has given prior authorisation.
- The seller will not accept goods for return unless in a "Reasonable Condition", i.e. current catalogue stock, being in original packing and purchased within 30 days of date of return.

7. Title to Goods

- Property in the goods shall remain with the Seller and shall not pass to the Customer until the Seller has received payment in full for the goods and the Customer has discharged in full all its accounts with the Seller.
- If payment is made by the Customer, ownership shall not pass to the Customer until the funds have been cleared in the Sellers bank.

8. Warranty

- Goods shall have only the benefit of any warranty given by the Manufacturer which the Seller is able to enforce without legal expense.
- Under no circumstances is the Seller liable for any direct or consequential loss or damage to persons or properties of any nature or due to any cause whatsoever.
- To the extent permitted by statute, no warranty is given by the seller as to the quality or suitability of the Goods for any purpose and any implied warranty is expressly excluded.
- The Seller will not accept claims for labour costs either real or inferred.

9. Customer Restructure

The Customer will notify the Seller in writing of any change in its structure or management including any change in director, shareholder or management or change in partnership or trusteeship and of sale of any part of its business within 7 days of any such change or sale.

10. Jurisdiction

The proper law of all contracts arising between the Seller and the Customer is the law of the State of Victoria and the parties agree that all claims and disputes relating to the goods sold shall be determined in the Court of competent jurisdiction nearest Melbourne.

Note: The Guarantee and Indemnity is located on back page.

PERSONAL/DIRECTORS GUARANTEE AND INDEMNITY

IN CONSIDERATION of Wilson & Bradley and its successors and assigns ("the Seller")

_____ (the "Customer")

Do hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in future be or become payable to the Seller by the Customer on any account whatsoever AND I/WE DECLARE that this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by the Seller of time, credit or any other indulgence or concession to the Customer or the Guarantor or the waiver by the Seller of any breach by the Customer of its obligations to the Customer or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability of the Customer ceasing or becoming extinguished for any reason AND I/WE DECLARE that I/WE will make due punctual payments to the Seller upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above AND I/ WE FURTHER DECLARE that the Guarantor shall pay all costs, fees, charges and expenses including legal costs on a Solicitor and own client basis incurred by the Seller of and incidental to this Guarantee or any matter arising out of or

incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained AND I/WE FURTHER DECLARE that if any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primarily liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Seller in the respect of any failure by the Customer to make payment or perform or observe any covenant, obligation term or condition of the Guarantee AND the Guarantors hereby charge in favour of the Seller as security for he/she/their obligations to the Seller all right title and interest in any land held now by the Guarantors alone or jointly with anyone or acquired by the Guarantors at any time hereafter. If the Guarantors default in payment of any amount owed to the Seller the Guarantors authorise the Seller to lodge a Caveat against any dealings with any such property AND I/WE DECLARE that the proper law of this Guarantee shall be of State of Victoria and that any proceedings to taken by the Seller may be taken in the Courts of the State of Victoria AND THE GUARANTORS HEREBY DECLARES that I/WE understand the nature and effect of the within Guarantee and I/WE have had the opportunity of obtaining independent legal advice before signing the Guarantee.

DATED the _____ day of

DATED the _____ day of

_____, Year _____

_____, Year _____

SIGNED by the Guarantor _____

SIGNED by the Guarantor _____

Guarantor Name _____

Guarantor Name _____

In the presence of (Signed) _____

In the presence of (Signed) _____

Witness' full name _____

Witness' full name _____

Address _____

Address _____

Signature of person signing
on behalf of Applicant

Print Name

Position of Signatory

Date