



Spare Parts Pty Ltd ABN 55 010 934 111
 Address: P.O Box 617 Telephone: 07 3373 2900
 ARCHERFIELD QLD 4108 Facsimile: 07 3373 2999
 Excavator Parts Pty Ltd ABN 78 011 015 624
 Address: 29B Dunn Road, Telephone: 07 3715 0800
 ROCKLEA QLD 4106 Facsimile: 07 3715 0899
Please return ORIGINAL to the above address

APPLICATION FOR CREDIT * INDICATE COMPULSORY INFORMATION REQUIRED

Please Tick One: Company Individual Partnership

Company/Individual Details

*Trading Name: _____ *ABN: _____

*Street Address: _____ State: _____ Post Code: _____

*Postal Address: _____ State: _____ Post Code: _____

*Bus Telephone: _____ *Fax: _____ Mobile: _____

Email: _____ Web Site: _____

*Amount of Credit Sought: \$ _____ *Contact for Accounts: _____

Accounts Payable Email: _____

*Nature of Business: _____ Year Established: _____

Nominal Capital: _____ Paid Up Capital: _____

***Details Of Directors/Partners**

Name	Address	Telephone
1.		
2.		
3.		

***Trade References – Please supply contact details in this section.**

Name	Telephone	Email/Fax
1.		
2.		
3.		

Banking Details

Account Name	Account Number	BSB Number
Bank Name	Branch Name	Branch Telephone

I/We confirm that I/we have read and agree to be bound by your Conditions of Sale and the terms under which you will grant credit to me/us as printed overleaf. **PLEASE NOTE: BOTH SIDES MUST BE SIGNED.**

Dated the _____ of _____ 20 _____

Signed: _____ Signed Witness: _____

Printed Name: _____ Printed Name: _____

Position: _____

TERMS AND CONDITIONS OF SALE - PLEASE READ THE FOLLOWING CAREFULLY

These Terms and conditions (Terms) govern the supply of parts, goods or products (Goods) and the provision of services (Services) to you as customer (You) by RD Williams Spare Parts Pty Ltd, RD Williams Excavator Parts Pty Ltd, QRB or RD Williams Machinery Pty Ltd (together RDW).

1. RDW may, in its discretion, accept an order for the purchase of Goods or the provision of Services. On acceptance of the order by RDW, the parties shall be contractually bound and these Terms shall be incorporated into, (and shall take precedence over any terms and conditions on which You may trade) and will form part of the contract between us.
2. If you are granted a line of credit (in writing) by RDW, unless otherwise stated, you will pay for all Goods supplied to you within 30 days of the end of the month in which they were supplied. If you fail to comply your account may be placed on immediate "stop credit" with further supplies being placed on a *strictly cash basis*. RDW may at any time withdraw a line of credit which has previously been granted to You.
3. You will pay for all Services within 7 days from the date of an invoice for the Services.
4. Where Goods or Services are not paid for within trading terms RDW reserves the right to charge interest on outstanding amounts at the rate of 1.25% per month until such amounts are paid.
5. You must pay to RDW any additional costs (including debt collector's and legal costs) RDW incur to recover, (or attempt to recover) any overdue payment, even though title may not have passed to You.
6. Delivery of Goods will be made at RDW's place of business. You will be responsible to arrange and pay for freight from RDW's place of business unless otherwise agreed.
7. Risk in the Goods shall pass to You on collection by, or delivery or despatch to You, whichever is the first to occur.
 - 7.1 Once Goods are collected from RDW or consigned to You, You will be responsible for any loss, damage or deterioration of those Goods.
8. Names, symbols and numbers are used to describe Goods are for reference purposes only. It is not implied that the Goods or parts supplied are the products of the manufacturers whose part numbers may be quoted.
9. Unless otherwise stated on the Invoice all Goods are sold in an "as is, where is" condition.
10. No dealing between RDW and You shall be or be deemed to be a sale by sample.
11. Subject to terms implied by law and not capable of exclusion RDW does not warrant the fitness of any Goods for your purpose. You will rely on your own knowledge and expertise in selecting any Goods and as to the suitability and fitness for any required purpose.
12. You acknowledge that RDW and its agents have not made any warranty, guarantee or representation in relation to the Goods on which You have relied, apart from those which You have expressly received in writing from RDW.
13. The descriptions, illustrations and statements as to performance of the Goods contained in catalogues, price lists and other advertising matter do not form part of these Terms.
14. Any working drawings, specifications and samples which are produced by RDW are merely representative of the Goods, as are any forms, dimensions and samples and descriptions.
15. All Goods to be supplied by RDW to You are as described in RDW's offer or invoice and that description prevails over all other descriptions including any specification or enquiry.
16. Title in the Goods will not pass until You make payment in full of the purchase price and all other amounts payable including costs of transit delivery and services labour materials.
17. You acknowledge that until ownership in the Goods passes to You, You are in possession of the Goods as bailee for RDW.
18. You may sell the goods supplied to You by RDW in the normal course of Your business provided:
 - 18.1 You make the sale as RDW's agent and bailee. Any right to bind RDW to any liability to any third party is expressly negated.
 - 18.2 The proceeds of sale (including in any commingled Goods) are held by You, in trust for RDW and You keep them so that they are clearly identifiable as RDW's property.
 - 18.3 If You have not received the proceeds of sale, You will, immediately upon request assign to RDW all Your rights arising out of the sale.
19. RDW reserves the right to, with Your full authority, which is hereby irrevocably given, enter Your premises (or the premises of any associated company or agent where the Goods are located) and, if necessary, with the assistance of a security agent who is similarly authorised by You to enter Your premises (including, where necessary, by picking or breaking the locks) without liability for trespass or any resulting damage and retake possession of the Goods and to keep or resell any repossessed Goods.
20. Notwithstanding any other provision of these Terms, RDW shall be entitled to maintain an action against You for payment of the Price.
21. The parties agree that for the purposes of PPSA 2009, these Terms and any agreement for the supply of Goods shall constitute a security agreement to secure payment of the purchase price and all of Your outstanding debts and obligations to RDW from time to time and the Security Interest shall continue until all of Your debts and obligations are discharged.
22. RDW will have a Purchase Money Security Interest (PMSI) in all Goods supplied in accordance with these Terms and RDW Security Interest shall extend to the proceeds (including any accounts) of sale of the Goods and accessions.
23. You agree to do all things necessary, including providing all relevant information necessary to register a Financing Statement or a Financing Change Statement as a Security Interest in Your personal property, (and, if applicable, a Purchase Money Security Interest) on the Personal Property Securities Register (PPSR).
 - 23.1 You will take all steps necessary to better secure any Collateral which secures or is intended to secure the supply of Goods pursuant to these Terms immediately and at Your own cost.
 - 23.1 You must pay RDW's costs of any discharge or amendment of any Financing Statement or Financing Change Statement.
 - 23.2 You agree that RDW may take whatever action is appropriate to ensure that RDW has first ranking priority in the Collateral and will indemnify RDW for any costs.
 - 23.3 You agree that where RDW has any rights in addition to those conferred by Ch 4 of the PPSA 2009, those rights continue to apply.
 - 23.4 Within two (2) business days of RDW's written request You will provide to RDW copies of all documents granting Security Interests registered over its personal property and any Security Interests perfected by Possession or Control within the meaning of PPSA 2009.
 - 23.5 You authorise RDW (as your agent) to request any information under s275 of PPSA 2009 from any Secured Party relating to any Security Interest.
 - 23.6 You will give RDW not less than seven (7) days prior written notice of any proposed change in Your name, address, email address, facsimile number, ACN or ABN, company registration or any other details required for requisition on the PPSR.
 - 23.7 If You commingle the Goods with other property RDW will have a Security Interest in any Processed and Commingled goods.
 - 23.8 You acknowledge that the Goods are not intended, and shall not be used, for personal, household or domestic use.
 - 23.9 You agree that, to the maximum extent permitted by law, sections 130, 142 and 143 of PPSA 2009 will not apply to any Security Interest.
 - 23.10 You agree, to the maximum extent permitted by law, to waive the right to do any of the following and to contract out of those sections of the PPSA 2009:
 - (a) Request a statement of account under s132(4) if there is no disposal of the Goods;
 - (b) Give notice objecting to RDW's proposal to retain or dispose of any of the Goods under s137;
 - (c) Receive notice of removal of an Accession refuse permission to remove an Accession, or seek damages relating to the removal of an Accession;
 - (d) Receive a verification statement or notice in relation to any Financing Statement or Financing Change Statement in respect to the Security Interest created pursuant to these Terms;
 - (e) Receive a notice from RDW under s118, 121, 129 or 130;
 - (f) Receive a notice from RDW of seizure of Goods under s123;
 - (g) Receive a statement of account showing the amounts paid to the other secured parties after disposal of the Goods under s132;
 - (h) Receive a notice of retention of the Goods under s134 and s135;
24. Unless otherwise stated the price stated by RDW in the offer is exclusive of Goods and Services Tax (GST). The price or any part of the price and all other amounts payable to RDW shall be paid in full and without deduction by You by way of set-off or counter-claim, unless You have received the prior written authority of RDW.
26. Save as provided in these terms and conditions, You hereby release RDW from all liability and indemnifies RDW in respect of any claim, action or suit for loss or damage (including consequential loss or damage) by reason of delay, faulty or defective materials or workmanship or any act of negligence or omission by RDW its servants or agents.
27. To the extent permitted by law, RDW's liability for a breach of these terms, including for a breach of a condition or warranty implied by Pt 3-2 Div 1 of the *Australian Consumer Law* or pursuant to section 274 of the *Australian Consumer Law*, is limited to:
 - 27.1 In the case of Goods, any one or more of the following:
 - (a) the replacement of the Goods or the supply of equivalent Goods;
 - (b) the repair of the Goods;
 - (c) the payment of the cost of replacing the Goods or of acquiring equivalent Goods;
 - (d) the payment of the cost of having the Goods repaired; or;whichever is the lesser amount
 - 27.2 In the case of Services:
 - (a) the supplying of the Services again; or
 - (b) the payment of the cost of having the Services supplied again.at RDW's sole discretion.
28. RDW is not liable for any prospective profits, or special indirect or consequential damages, or any general loss or damage, or for any expense resulting from use by You or others of defective Goods.
29. RDW's liability is limited to the amount identified in the preceding paragraph. You must first obtain RDW's prior written authority to return the Goods to RDW. You must pay the return delivery costs unless the cost of returning the Goods is significant (as defined in the Act) in which case RDW will collect the goods at its own expense within a reasonable time of acceptance of the notification and acceptance of liability for return of the Goods.
30. These Terms outline how RDW warrants our products for all Goods purchased after 1 January 2011.
31. Australian Consumer Law (ACL) protects consumers by giving them certain rights relating to the purchase of goods and services.
 - 31.1 If You are a 'consumer' as the term is defined in the ACL:
 - (a) The Goods and Services come with guarantees that cannot be excluded under the ACL;
 - (b) You are entitled to a replacement or refund for major failure and for compensation for other reasonably foreseeable loss or damage;
 - (c) You are entitled to have the Goods repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.
32. If You commit (or if RDW considers, on reasonable grounds, that You are likely to commit) an act of bankruptcy, enter into a scheme of arrangement or composition with creditors, suffer a sequestration order or, being a company, take or have taken against You any action or proceedings which may result in Your winding up, or are placed under official management or receivership, then RDW may:
 - 32.1 terminate the contract on the giving of 24 hours notice in accordance with clause 37;
 - 32.2 exercise its rights pursuant to clause 19.
33. If for any reason beyond RDW's control, RDW's performance is delayed or impeded, RDW may cease or suspend work (at its absolute discretion) provided always that You shall pay any part invoice and shall pay all charges and expenses incurred and moneys paid by RDW in respect thereof.
34. RDW may vary or withdraw any credit facility at its unfettered discretion, without liability to You or any other party.
35. Goods obtained at the purchaser's request are non-returnable, and
 - 35.1 RDW is not under any duty to accept any Goods returned by You and will do so only on terms to be agreed in writing in each individual case.
 - 35.2 If RDW agrees to accept returned Goods from You, You must return the Goods to RDW at its place of business referred to in these Terms and You shall bear the cost of transit (if any) for the return of the Goods and a restocking fee.
36. No order may be cancelled except with RDW's consent in writing and on terms which will indemnify RDW against all losses resulting from such cancellation.
37. If You shall default in any obligation, RDW shall have the right to determine this contract where the default shall remain un-remedied for a period of 28 days following the provision of notice in writing.
38. No relaxation by RDW of Your obligations under this contract shall be regarded as a waiver of RDW's right to enforce those obligations on a subsequent occasion.
39. The Terms shall be construed according to the laws of the State of Queensland and the parties submit to the jurisdiction of the Courts of the State of Queensland
40. To the extent possible, any part of this contract may be severed without affecting any other part.
41. To comply with the Privacy Act 1988, You agree that RDW may:
 - 41.1 Check personal information about You with any credit provider pursuant to the Privacy Act 1988; and
 - 41.2 Give information about You to a credit reporting agency (Section 18E(8)(C) Privacy Act 1988), but only limited kinds of information described in that Act.
42. RDW will handle any personal information You provide to it, in accordance with its privacy policy. RDW's privacy policy details can be obtained from RDW.

Printed Name: _____

Position: _____

Signed: _____

Dated: _____