



ABN 37 008 670 102

Coventry Group Ltd

525 Great Eastern Highway Redcliffe WA 6104
Po Box 408 Belmont WA 6984
(P) 08 9276 0222
(F) 08 9436 5566

COMMERCIAL CREDIT APPLICATION FORM STRICTLY CONFIDENTIAL

COMPANIES ONLY
(for Pty. Ltd, NL Companies and Incorporated bodies)

Please indicate which division of Coventry Group you require an account with

Industrial

 **Coventry Fasteners**
Australia's Fastener Specialists

 **COOPER**
FLUID SYSTEMS

 **artia**
Specialists in Cabinet and Furniture Hardware

PLEASE RETURN COMPLETED APPLICATION FORM TO

Coventry Group Credit Services

PO Box 408

Belmont WA 6984

Fax to 02 8023 1181

**FOR ALL NEW ACCOUNT QUERIES PLEASE CONTACT
CGL CREDIT SERVICES ON 08 9436 5557**

The Applicant in paragraph 1 below hereby applies for a 30 day credit account.

[PLEASE READ THIS APPLICATION, THE NOTES AND THEIR TERMS AND CONDITIONS CAREFULLY]
 NB. IT IS IMPORTANT THAT ALL INFORMATION IS SUPPLIED, AS AN INCOMPLETE FORM ,MAY
 DELAY A DECISION.

<p>1. COMPANY NAME: _____ ("the applicant") ACN: _____</p> <p>2. TRADING DETAILS: (i) Registered Business Name (if any): _____ (ii) Type of Business _____ (iii) Established for: _____ Years (iv) Trading Bank: _____ Branch & Account No: _____</p> <p>3. ADDRESS (i) Business Address: _____ Postcode: _____ (ii) Postal Address: _____ Postcode: _____ (iii) Telephone: _____ Fax: _____ Mobile: _____ (iv) Registered Office: _____ Postcode: _____</p> <p>4. DATE OF INCORPORATION: ____ / ____ / ____ STATE INCORPORATED: _____</p> <p>5. AUTHORISED CAPITAL: \$ _____ PAID UP CAPITAL: \$ _____</p>																														
<p>6. TRUST AND TRUSTEE DETAILS (if applicable): Does the Applicant or Directors act as a Trustee for a Trust? If so, please complete the details below.</p> <p>(i) Name of Trustee: _____</p> <p>(ii) Name of Trust: _____</p> <p>(iii) Type of Trust: _____ (Discretionary Family Trust / Unit Trust)</p>																														
<p>7. DIRECTORS ("the Directors") FULL NAMES AND ADDRESSES:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">SURNAME</th> <th style="width: 20%;">GIVEN NAME(S)</th> <th style="width: 25%;">RESIDENTIAL ADDRESS</th> <th style="width: 10%;">SUBURB</th> <th style="width: 10%;">DATE OF BIRTH</th> <th style="width: 20%;">DRIVERS LIC No.</th> </tr> </thead> <tbody> <tr> <td>(i) _____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>____/____/____</td> <td>_____</td> </tr> <tr> <td>(ii) _____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>____/____/____</td> <td>_____</td> </tr> <tr> <td>(iii) _____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>____/____/____</td> <td>_____</td> </tr> <tr> <td>(iv) _____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>____/____/____</td> <td>_____</td> </tr> </tbody> </table> <p>8. HAVE ANY OF THE DIRECTORS REFERRED TO IN 7. ABOVE: (i) Had any of its property or assets attached as a result of a court order, or had winding up proceedings instituted against it or them, or entered into bankruptcy voluntarily? YES / NO (ii) Been refused credit, either individually or as a Director or shareholder of a company? YES / NO</p>	SURNAME	GIVEN NAME(S)	RESIDENTIAL ADDRESS	SUBURB	DATE OF BIRTH	DRIVERS LIC No.	(i) _____	_____	_____	_____	____/____/____	_____	(ii) _____	_____	_____	_____	____/____/____	_____	(iii) _____	_____	_____	_____	____/____/____	_____	(iv) _____	_____	_____	_____	____/____/____	_____
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(iii) _____	_____	_____	_____	____/____/____	_____																									
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<p>10. STATEMENT OF APPLICANTS ASSETS AND LIABILITIES: Attach a copy of your current Balance Sheet and Profit & Loss Statement or Contact for Financial Statements _____ Phone _____</p>																														
<p>11. ACCOUNTS PAYABLE Please nominate a person to contact for account queries and follow-up _____ Phone: _____</p> <p>12. BILLING Preferred Invoice and Statement delivery method: Email: _____ Fax: _____ Post: _____ Do you quote a Purchase Order YES/NO Do you require a PRICED or UNPRICED invoice delivered with goods.</p> <p>13. ANTICIPATED MAXIMUM CREDIT LIMIT REQUIRED FROM CGL: \$ _____</p>																														

TRADING TERMS AND CONDITIONS

1. DEFINITIONS

In these Conditions and this Application: **"Maximum Credit Limit"** means the sum referred to in paragraph 3.1 of the Conditions which is the aggregate maximum credit limit to be extended to the Applicant by CGL. **"Applicant"** means the party or parties defined as the Applicant in the Application. **"Agreement"** means the agreement constituted by the acceptance of this Application by CGL. **"Authorised Representative"** means CGL's Group Credit Manager or such person as may be authorised by the Group Credit Manager from time to time. **"CGL"** means the trading companies and their trading businesses of Coventry Group Limited. **"Conditions"** means these terms and conditions. **"Goods"** means goods ordered by the Applicant from CGL pursuant to this Agreement. **"Services"** means services ordered by the Applicant from CGL pursuant to this Agreement.

2. ACCEPTANCE OF THE APPLICATION

The Application is accepted by CGL upon receipt by the Applicant of written notification given by the Authorised Representative ("the Notification") that the Application is accepted by CGL.

3. CREDIT LIMIT

The Notification, at CGL's sole discretion, may state the Maximum Credit Limit CGL will extend to the Applicant and the identity of CGL's relevant trading company and its businesses authorised to extend credit to the Applicant.

If CGL accepts this Application, it is not obliged to extend credit to the Applicant in excess of the Maximum Credit Limit nor is any trading company or business other than is described in the Notification required to extend credit to the Applicant. CGL may alter the Maximum Credit Limit upon notice to the Applicant and/or extend credit to the Applicant in excess of the Maximum Credit Limit in its absolute discretion.

4. PAYMENT OF AMOUNTS OWING

Each of the trading companies or businesses of CGL which supplies Goods and/or Services to the Applicant must provide the Applicant with a monthly statement in respect of thereof ("the Statements").

The Statements will set out the sum of:

4.2.1 an open item summary of all Goods and/or Services purchased by the Applicant from CGL pursuant to the credit facility provided herein, less

4.2.2 any invoices paid by or credited to the Applicant.

Goods and/or Services purchased by the Applicant during a month must be paid by the last working day of the following month ("the due date") or what is also defined as a 30 Day Credit Account.

Time for the payment of the amounts reflected in the respective Statements is of the essence of the Agreement and if the Applicant fails to pay the amount in full by the due date CGL may:

4.4.1 treat the Agreement as repudiated by the Applicant; or

4.4.2 suspend the delivery or provision of Goods and/or Services the subject of this Agreement or any Goods or Services the subject of any other contract with the Applicant, without incurring any liability whatsoever to the Applicant and without prejudice to any other remedies allowed by law to CGL.

In addition, and if the Applicant fails to pay the amount reflected on any statement when due, but without prejudice to the rights of CGL as provided in paragraph 4.4, the applicant must (if required) pay interest to CGL on the outstanding amount (or part thereof) at a rate of 15% per annum, calculated from the due date to the last month of actual payment of the outstanding amount.

5. PASSING OF RISK

The Goods are at the Applicant's risk from the time the Goods leave CGL premises for delivery to the Applicant.

6. PASSING OF PROPERTY

Ownership of the Goods remains with CGL until the Applicant has paid in full the price of the Goods.

The Applicant agrees with CGL that upon delivery of the Goods the Applicant:

(a) must store the Goods separately from property belonging to the Applicant; and

(b) If the Applicant:

(i) makes produces or manufactures a new object from the Goods whether finished or not;

(ii) incorporates or mixes the Goods with other goods; or

(iii) allows the goods to become part of other goods ("the new goods") the ownership of the New Goods immediately passes to CGL at the moment of the event or single operation by which the Goods are converted into, are incorporated or mixed,

or become part of the New Goods and the Applicant must keep the New Goods as fiduciary owner for CGL and must store the New Goods separately from property belonging to the Applicant unless the New Goods are part of a building.

Notwithstanding clause 6.2 prior to paying in full the monies owing to CGL the Applicant may sell the Goods or the New Goods to a third party ("the Third Party") in the ordinary course of its business and deliver the Goods or the New Goods to the Third Party provided that where the Applicant is paid by the Third Party, the Applicant holds the whole of the proceeds of sale on trust for CGL and must forthwith pay the proceeds or such part thereof necessary to pay in full the monies owing to CGL.

CGL and any of its employees or agents, is hereby irrevocably authorised to enter upon premises occupied by the Applicant in order to retake possession of any Goods for which payment has not been made pursuant to paragraph 4.3.

7. EXCLUSION

CGL is not under any circumstances liable to the Applicant for any economic or consequential loss, damage or other expenses whatsoever suffered by the Applicant arising out of or in consequence of any fault or defect in the Goods and/or Services (whether or not such fault or defect was caused by negligence of CGL).

To the extent that they are capable of being excluded, any warranties or guarantees established by legislation or common law or equity and deemed to form part of this Agreement are hereby excluded.

The Conditions shall be read in conjunction with the terms and conditions of any invoice, statement or other document provided to the Applicant by CGL. Upon the delivery of the Goods or in providing the Service and in the case of interpretation, the Conditions prevail.

8. DEFAULT

If:

(a) the Applicant commits a breach of its obligations to CGL under the Agreement and does not remedy the default or breach within seven (7) days; or

(b) a judgement, order or encumbrance is enforced, or becomes enforceable upon any of the Applicant's property; or

(c) any bankruptcy proceedings are instituted against the Applicant (if applicable); or

(d) the Applicant becomes subject to external administration under the Corporations Law;

(e) a change occurs in a circumstance which is represented under the Agreement to exist which in the reasonable opinion of the Authorised Representative may have a material adverse effect on the ability of the Applicant to observe its obligations under the Agreement, then CGL may, without prejudice to any other rights or remedies which it may have, and acting through the Authorised Representative, cancel the provision of credit to the Applicant without notice and is entitled to immediate payment of the sum equal to the price of all Goods and/or Services then unpaid, together with other costs and expenses as provided in the Conditions. A document signed by the Authorised Representative indicating the amount owing by the Applicant is conclusive evidence of that amount, except in the case of manifest error.

9. REPRESENTATIONS

The Applicant (and the Directors and Partners of the Applicant, if applicable), warrants as to the correctness of the information which it/they has/have furnished to CGL in this Application, and acknowledges that CGL has relied upon this information in determining whether or not to grant credit, and the extent thereof to the Applicant.

10. COSTS

If payment is not made by the Applicant in accordance with the terms of this Agreement then the Applicant must pay all costs and other expenses of whatever nature (including all debt collection fees and commissions legal expenses on a solicitor/client basis) which may be incurred by CGL in recovering any sums due.

11. CHARGE

The Applicant hereby charges all land owned in the future acquired by it to secure payment of all monies which are or may become owing under this Agreement and consents to an absolute caveat being registered by CGL at any time in respect of such land to protect its charge.

12. GENERAL

12.1 The Agreement supersedes all prior arrangements, understandings and negotiation. No terms and conditions at variance with the Conditions apply to the provision of credit, unless expressly accepted by the Authorised Representative in writing.

12.2 No waiver by CGL of any provisions of the Conditions is effective unless in writing and signed by the Authorised Representative.

12.3 If any of the Conditions is or becomes for any reason, wholly or partly invalid, that Condition is to the extent of the invalidity severed without prejudice to the continuing force and validity of the remainder of these Conditions.

12.4 The Applicant is not entitled to make any deduction from amounts owing to CGL in respect of any set off or counterclaim to be held back for retention.

12.5 The Applicant must not assign or transfer any of its rights or obligations in connection herewith to any other person whatsoever.

12.6 Any notice to be given to the Applicant is deemed to be received by the Applicant upon its being posted, emailed or sent by facsimile to the trading or registered address of the Applicant set out in the Application (or such address as the Applicant may advise in writing from time to time) to the Authorised Representative.

12.7 This agreement is governed by and construed in accordance with the laws of Western Australia and the Applicant agrees to submit to the exclusive jurisdiction of the Courts of Western Australia. The Applicant irrevocably waives any objection to the venue of any legal process selected by CGL.

12.8 If the Application is made by more than one Applicant, each Application is jointly and severally liable under this Agreement.

12.9 The Applicant must advise the Authorised Representative in writing no later than fourteen (14) days before a charge in effective control of the Applicant or of any charge or alteration of any particulars contained in this Application (if applicable). CGL, upon receipt of such advice is entitled to review the Agreement and in its sole discretion, to terminate the Applicant's credit facilities upon seven (7) days written notice (the "Notice Period") to the Applicant. In such circumstances, CGL is entitled to payment by the Applicant of a sum equal to the cost of Goods and/or Services then unpaid by the Applicant upon expiry of the Notice Period. The Applicant shall indemnify CGL in respect of any loss arising from the Applicant's failure to so notify.

12.10 If the Applicant signs the Application as the trustee of any trust (the "Trust"), the Applicant is personally liable for the performance of all covenants contained in the Agreement and agrees that CGL's right of recourse pursuant to this Agreement shall not be limited to the Applicant's assets but shall extend the assets of the Trust.

12.11 The Applicant shall pay all duties, fees and expenses associated with the Application and the Agreement, and the registration of any caveats, withdrawal of caveats, mortgages or discharge if mortgages and stamp duty.

12.12 The Applicant may be required by CGL to nominate a guarantor or guarantors to the Suppliers satisfaction, to secure the Applicant's obligation herein, which guarantors may be required to sign a guarantee or guarantees collateral to this Application. The Applicant agrees to pay the stamp duty in respect of such guarantee or guarantees.

CONSENT TO OBTAIN PERSONAL INFORMATION:

I/We agree that CGL may seek a credit report from a credit reporting agency containing personal credit information about the Directors to assess this Application and for that purpose may disclose personal information about the Directors as prescribed in the Privacy Act to that agency. I/We also agree that CGL may give to and seek from any credit providers named in a credit report issued by a credit reporting agency personal information about the Directors credit arrangements as prescribed in the Privacy Act. I/We the Directors of the Applicant, hereby agree to be jointly and severally liable for and to jointly and severally personally guarantee, the payment of the Applicant's account due and owing to CGL.

(a) As at the date of this new Application; and

(b) Hereinafter incurred, due and owing by the Applicant to CGL.

SIGNED BY ALL DIRECTORS THIS _____ DAY OF _____ 20_____

This signatory(s) below warrants by his/her signature that he/she is authorised by the Applicant to make this Application on its/their behalf and bind the Applicant to this Agreement.

1. _____ **Director** _____ **(Print Name)**

2. _____ **Director** _____ **(Print Name)**

3. _____ **Director** _____ **(Print Name)**

4. _____ **Director** _____ **(Print Name)**

FOR AND ON BEHALF OF _____ Pty. Ltd.

Office Use Only

To Be Completed By CGL Manager or Representative

Type of Business _____

Comments

Submitted by (Print Name) _____ Branch _____

Phone _____

Signature _____ Date __/__/20__

Business approval Manager

Classification:

(Auto) Class _____ (Indust) Category _____

SIC Code _____

Sales Channel _____

Order Management:

Freight Terms _____ Set at Header

Set at Ship To

Ship To:

Salesperson _____

Default Warehouse _____

Price List (Contract) _____

Comments

Signature _____ Date __/__/20__

