



MILLFORM PRODUCTS

(ABN 45 389 242 304)

APPLICATION FOR CREDIT ACCOUNT

Trading Name: ABN:
Registered Name: ACN:
Business Structure: Company Partnership Trust Sole Trader Other

IF APPLICANT IS A TRUST, SPECIFY;

Name of Trustee: Trust ACN:

IF APPLICANT IS A PARTNERSHIP, SPECIFY;

All partner details are required on a separate form: Partner Details (<http://millform.com.au/view-downloads>)

CUSTOMER CONTACT DETAILS;

Postal Address:
Street Address:
Phone Number: Fax Number: Mobile:
Email address: Year established:
Bank & Branch: Credit-limit applying for: \$

NAMES, RESIDENTIAL ADDRESSES OF ALL DIRECTORS/PARTNERS:

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

CURRENT TRADE REFERENCES:

<input type="text"/>	Ph: <input type="text"/>
<input type="text"/>	Ph: <input type="text"/>
<input type="text"/>	Ph: <input type="text"/>
<input type="text"/>	Ph: <input type="text"/>

Has the Applicant been placed under any form of receivership or bankruptcy, or has the Applicant served as a director of any incorporated entity that has been placed under any administration of liquidation, within the last five years? Yes No

I expressly acknowledge that: (a) I am the Applicant (as owner/partner/director/trustee) and I have the authority to sign this form; (b) all details given are true and correct to the best of my knowledge; and (c) that I have read and understood the Trading Terms and Conditions of Sale and agree that the Applicant will be bound by them.

Signed: Name: Position: Date:





DIRECTORS GUARANTEE

We, the directors of the Applicant referred to in the attached Application for Credit Account, in consideration of Millform Products agreeing to provide credit to the Applicant, jointly and severally agree, as witnessed by our execution of this Guarantee:

1. to guarantee the payment of all debts now due or to become due by the Applicant to Millform Products and indemnify Millform Products for any losses arising as a result of the Applicant failing to pay debts due to Millform Products;
2. that this guarantee and indemnity is a continuing obligation on our part and is not affected by the giving of any time or other indulgence to the Applicant by Millform Products;
3. that each of us is jointly and severally liable as amongst ourselves and with the Applicant for all amounts owed by the Applicant to Millform Products and Millform Products is at liberty to act as though any one of us was the principal debtor and we hereby waive all and any of our rights as surety which may at any time be inconsistent with any of these provisions;
4. that if the Applicant goes into liquidation or bankruptcy then we agree not to prove in such liquidation or bankruptcy until all debts to Millform Products together with all other amounts owing to Millform Products by the Applicant and the legal costs of Millform Products on a solicitor and client basis have been paid;
5. that this guarantee is revocable at any time as to future transactions by the service of written notice on Millform Products at Millform Products' place of business and we agree
6. that we remain liable for all debts of the Applicant to Millform Products up to and including the transaction immediately prior to the service of the notice; we have recognised our right to seek independent legal and financial advice on the documents prior to signing, and that Millform Products is under no obligation to provide us with legal and financial advice as to the consequences and effect of these documents, nor to explain these documents to us.
7. that otherwise this guarantee continues notwithstanding:
 - 7.1. a change in the constitution of the partnership or company notwithstanding Section 18 of the Partnership Act or any other enactment;
 - 7.2. the Applicant's business being assigned or in any way transferred to a different party;
 - 7.3. a summons or application being filed for the winding-up of the Applicant or a resolution being passed for the winding-up of the Applicant, whether provisionally or otherwise; or
 - 7.4. where a judgment is granted against the Applicant and that judgment remains unsatisfied or unappealed for a period of fourteen (14) days after the date of such judgment.
8. that this guarantee is enforceable against all of the guarantors who have executed the guarantee, notwithstanding that all the named guarantors may not have executed the guarantee.

Signed as a deed by:

Signature of Director	<input type="text"/>	Signature of Witness	<input type="text"/>
Name of Director (Print)	<input type="text"/>	Name of Witness (Print)	<input type="text"/>

Signature of Director	<input type="text"/>	Signature of Witness	<input type="text"/>
Name of Director (Print)	<input type="text"/>	Name of Witness (Print)	<input type="text"/>

Signature of Director	<input type="text"/>	Signature of Witness	<input type="text"/>
Name of Director (Print)	<input type="text"/>	Name of Witness (Print)	<input type="text"/>

Signature of Director	<input type="text"/>	Signature of Witness	<input type="text"/>
Name of Director (Print)	<input type="text"/>	Name of Witness (Print)	<input type="text"/>



Millform Products ABN 45 389 242 304

Trading Terms and Conditions of Sale

These Trading Terms and Conditions ("Terms") apply (unless otherwise agreed in writing) to the supply of Goods by Millform Products to the Purchaser from time to time. Any supply of Goods by Millform Products to the Purchaser made after the date of acceptance of these Terms is a supply pursuant to the supply agreement constituted by these Terms and the relevant order accepted by Millform Products ('Agreement') and any such supply does not give rise to a new or separate agreement.

1. Interpretation

In these Terms unless the contrary intention appears:

"Additional Charges" includes all delivery, handling and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the Purchase Price, payable by the Purchaser to Millform Products arising out of the sale of the Goods.

"Goods" means the goods sold to the Purchaser by Millform Products and includes any services provided by Millform Products to a Purchaser.

"Millform Products" means Millform Products ABN 45 389 242 304, of 22 Shale Place, Eastern Creek NSW 2766. **"Purchase Price"** means the list price for the goods as charged by Millform Products at the date of delivery or such other price as may be agreed by Millform Products and the Purchaser prior to delivery of the Goods.

"Purchaser" means the person to or for whom the Goods are to be supplied by Millform Products.

2. Order for Goods

2.1 An order given to Millform Products is binding on Millform Products and the Purchaser, if:

- 2.1.1 a written acceptance is signed for or on behalf of Millform Products; or
- 2.1.2 the Goods are supplied by Millform Products in accordance with the order.

2.2 An acceptance of the order by Millform Products is then to be an acceptance of these Terms by Millform Products and the Purchaser and these Terms will override any conditions contained in the Purchaser's order. Millform Products reserves the right to accept a part only of any order by notifying the Purchaser in writing or by delivering the Goods to the Purchaser. No order is binding on Millform Products until accepted by it.

2.3 An order which has been accepted in whole or in part by Millform Products cannot be cancelled by the Purchaser without obtaining the prior written approval of Millform Products, which it may refuse in its absolute discretion.

2.4 Millform Products reserves the rights at any time to reject any order received from the Purchaser at its sole discretion.

2.5 The Terms may be updated from time to time and the Purchaser, upon placing subsequent orders, is deemed to have accepted such updated Terms which will be available on Millform Products' website or sent to the Customer upon request.

3. Limitation of Liability

3.1 Millform Products' liability is limited, to the extent permissible by law and at Millform Products' option, to;

3.1.1 in relation to the Goods:

- i. the replacement of the Goods or the supply of equivalent goods;
- ii. the repair of the Goods;
- iii. the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
- iv. the payment of the cost of having the Goods repaired.

3.1.2 Where the Goods are services:

- i. the supply of services again; or
- ii. the payment of the cost of having the services supplied again.

3.2 When processing the Purchaser's own materials, Millform Products will endeavour to achieve industry acceptable standards of production, but will not accept liability for any failure to meet these standards. Liability is strictly limited to the extent permissible by law in accordance with Clause 3.1

3.3 Any claims to be made against Millform Products for short delivery of Goods must be lodged with Millform Products in writing within 7 days of the delivery date.

3.4 To the extent permitted at law, all other warranties whether implied or otherwise, not set out in these Terms or in a formal warranty statement issued by Millform Products are excluded and Millform Products is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate Purchaser for:

- 3.4.1 any increased costs or expenses;
- 3.4.2 any loss of profit, revenue, business, contracts or anticipated savings;
- 3.4.3 any loss or expense resulting from a claim by a third party; or
- 3.4.4 any special, indirect or consequential loss or damage of any nature whatsoever caused by Millform Products' failure to complete or delay in completing the order to deliver the Goods.

4. Delivery

4.1 The times quoted for delivery are estimates only and Millform Products accepts no liability for failure or delay in delivery of Goods. The Purchaser is not relieved of any obligation to accept or pay for Goods by reason of any delay in delivery. Goods may be delivered by instalments at the discretion of Millform Products.

4.2 Risk in accepting the Goods passes on delivery to the Purchaser.

4.3 All Additional Charges are payable by the Purchaser in addition to the Purchase Price of the Goods.

4.4 Return of Goods will not be accepted by Millform Products except by prior agreement in writing with Millform Products.

5. Price and Payment

5.1 The Purchaser must pay the Purchase Price and the Additional Charges to Millform Products.

5.2 If the Purchaser is in default, Millform Products may at its option withhold further deliveries or cancel an order without prejudice to any of its existing rights.

5.3 All payments are due 30 days after the end of the month of the invoice. Interest is charged at the annual rate of 2.0% above the CBA's published Indicator Lending Rate compounded daily from the expiry of the due date for payment until the date payment is received by Millform Products.

5.4 All amounts payable by the Purchaser under these Terms must be paid without set-off or counter claim of any kind.

Initial & Date:



6. Retention of Title

- 6.1 Ownership of, title and property in and to the Goods remains with Millform Products until payment in full for the Goods and all sums due and owing by the Purchaser to Millform Products on any account has been made. Until the date of payment:
 - 6.1.1 the Purchaser has the right to sell the Goods in the ordinary course of business;
 - 6.1.3 the Goods are always at the risk of the Purchaser.
- 6.2 The Purchaser is deemed to be in default immediately upon the happening of any of the following events:
 - 6.2.1 if any payment to Millform Products is not made promptly before the due date for payment;
 - 6.2.2 if the Purchaser ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque or bill of exchange drawn by the Purchaser payable to Millform Products is dishonoured;
- 6.3 In the event of a default by the Purchaser, then without prejudice to any other rights which Millform Products may have at law or under this Agreement:
 - 6.3.1 Millform Products or its agents may without notice to the Purchaser enter the Purchaser's premises or any premises under the control of the Purchaser for the purposes of recovering the Goods.
 - 6.3.2 Millform Products may recover and resell the Goods;
 - 6.3.3 if the Goods cannot be distinguished from similar Goods which the Purchaser has or claims to have paid for in full, Millform Products may in its absolute discretion seize all goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of Millform Products and the Purchaser may be ascertained. Millform Products must promptly return to the Purchaser any goods the property of the Purchaser and Millform Products is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Purchaser's business howsoever arising from the seizure of the Goods.
 - 6.3.4 In the event that the Purchaser uses the Goods in some manufacturing or construction process of its own or some third party, then the Purchaser must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for Millform Products. Such part will be an amount equal in dollar terms to the amount owing by the Purchaser to the Millform Products at the time of the receipt of such proceeds. The Purchaser will pay Millform Products such funds held in trust upon the demand of Millform Products.

7. Personal Properties Securities Act ("PPSA")

- 7.1 Defined terms in this clause have the same meaning as given to them in the PPSA.
- 7.2 Millform Products and Purchaser acknowledge that these Terms constitute a Security Agreement and give rise to a Purchase Money Security Interest ("PMSI") in favour of Millform Products over the Goods supplied or to be supplied to the Purchaser as Grantor pursuant to the Terms and the related Proceeds.
- 7.3 The Goods supplied or to be supplied under these Terms fall within the PPSA classification of "Other Goods" acquired by the Purchaser pursuant to these Terms and Conditions. The Proceeds of sale of the Collateral referred to in clause 7.3 falls within the PPSA classification of 'Account'.
- 7.4 Millform Products and the Purchaser acknowledge that Millform Products, as Secured Party, is entitled to register its interest in the Goods supplied or to be supplied to the Purchaser and in the Proceeds, as Grantor under the Terms on the PPSA Register as Collateral.
- 7.5 To the extent permissible at law, the Purchaser:
 - 7.5.1 waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Purchaser, as Grantor, to Millform Products.
 - 7.5.2 agrees to indemnify Millform Products on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the;
 - i. registration or amendment or discharge of any Financing Statement registered by or on behalf of Millform Products; and
 - ii. enforcement or attempted enforcement of any Security Interest granted to Millform Products by the Purchaser.
 - 7.5.3 agrees that nothing in sections 130 and 143 of the PPSA will apply to the Terms or the Security under the Terms;
 - 7.5.4 agrees to waive its right to do any of the following under the PPSA:
 - i. receive notice of removal of an Accession under section 95;
 - ii. receive notice of an intention to seize Collateral under section 123;
 - iii. object to the purchase of the Collateral by the Secured Party under section 129;
 - iv. receive notice of disposal of Collateral under section 130;
 - v. receive a Statement of Account if there is no disposal under section 132(4);
 - vi. a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.
 - vii. receive notice of retention of Collateral under section 135;
 - viii. redeem the Collateral under section 142; and ix. reinstate the Security Agreement under section 143.
- 7.6 All payments received from the Purchaser must be applied in accordance with section 14(6)(c) of the PPSA.

8. Indemnity

To the full extent permitted by law, Purchaser will indemnify Millform Products and keep Millform Products indemnified from and against any liability and any loss or damage Millform Products may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms by Purchaser or its representatives.

9. General

- 9.1 These Terms are to be construed in accordance with the laws from time to time in the State of New South Wales and the Commonwealth of Australia.
- 9.2 These Terms contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties.
- 9.3 Any conditions found to be void, unenforceable or illegal may, to that extent be severed from the Agreement.
- 9.4 No waiver of any of these Terms or failure to exercise a right or remedy by Millform Products will be considered to imply or constitute a further waiver by Millform Products of the same or any other term, condition, right or remedy.

Initial & Date: