

# CREDIT APPLICATION FORM



Nasahi Building Materials Australia Pty Ltd - T/A Nasahi®

ABN No: 93 606 367 873

ACN No: 606 367 873

PH: 1300 2 NASAH

[sales@nasahi.net.au](mailto:sales@nasahi.net.au)

[www.nasahi.net.au](http://www.nasahi.net.au)

Section 1 APPLICANT DETAILS (Enter all details relevant to your business)			
Business Trading Name:		ABN:	
Trust Name (if a Trust):			

Section 2 CORPORATE STRUCTURE (Tick the appropriate box)					
Company	Sole Trader	Trustee	Public Company	Partnership	Incorporated Body
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business Address:				Postcode:	
				State:	
Postal Address:				Postcode:	
				State:	
Telephone Number:		Fax:		Mobile:	
E-mail for Invoices:			Website:		

Section 3 PARTICULARS OF PROPRIETOR COMPANY (Enter all details relevant to your company)			
Company Name		ABN:	
Registered Address:		Postcode:	
		State:	
Date of incorporation	/ /	No. Years Trading:	

Section 4 APPLICANT FINANCIAL DETAILS (Enter all details relevant to your company)			
Business Premises (if leased from whom):	Leased	<input type="checkbox"/>	
	Owned	<input type="checkbox"/>	
Bank:		Years Trading:	
Accountant:		Phone Number:	
Type of Business:			

Section 5 FULL NAMES AND ADDRESSES OF DIRECTORS OR PARTNERS/PROPRIETORS		
NAME	RESIDENTIAL ADDRESS	PHONE
1		
2		
3		
4		

Section 6 TRADE REFERENCES (Please supply at least three (3) trading accounts)		
NAME	ADDRESS	PHONE
1		
2		
3		

Section 7 CREDIT LIMIT REQUIRED (Enter the estimated amount required equivalent to two (2) months purchases)	
Amount of Credit	\$

You should seek independent legal advice if you do not understand this document. Any corrections made to this document should not use liquid or tape, they must be crossed out and initialed.

## Section 8

## Credit Account Terms and Conditions

### 1. Definitions and interpretation

Nasahi means Nasahi Building Materials Australia Pty Ltd (Trading as NASAH<sup>®</sup>): ABN 93 606 367 873. (The Supplier)

**Conditions** mean these Credit Account Terms and Conditions.

**Customer** means the party making this application for credit.

**Goods** means any goods supplied by the supplier being building or construction materials, building or products and all related or ancillary goods.

**Insolvency Event** means for the party (other than for the purpose of solvent reconstruction or amalgamation): **(a)** receiver, receiver and manager, liquidator, provisions liquidator, trustee, administrator, controller, inspector appointed under any companies or securities legislation, or similar official is appointed in respect of that party or any of its property, or any security over any substantial part of its assets is enforced; **(b)** the party ceases to carry on all or substantially all of its business, is unable to pay its debts when due, or is deemed unable to pay its debts under any law, or makes an assignment for the benefit of, or enters into or makes any arrangement or compromise with, that party's creditors or threatens to do so, or stops payments to its creditors generally; **(c)** the party is, becomes, or is deemed to be insolvent or bankrupt; **(d)** a distress, attachment or other execution is levied or enforced upon or commenced against any substantial part of its assets and is not stayed within 14 days; **(e)** anything having a similar effect to any of the events specified above happens under the law of any applicable jurisdiction; or **(f)** in the event that the party is an individual, anything having a similar effect to any of the events specified above happens in respect of that individual.

**Services** means any service provided by the Supplier being for the supply of building materials.

**Supplier means**, in connection with the supply of Goods or Services Nasahi making the supply to the Customer.

### 2. Customers Obligations [PART A]

(a) These conditions apply if the Supplier accepts any order for Goods or Services or both from the Customer, whether for cash or on credit. The customer has no entitlement unless in the Supplier's sole discretion to supply extended credit to the Customer. If the Supplier declines further credit to the Customer this decision will not effect the credit terms which apply to the amounts the Customer owes to the Supplier.

(b) Should the Customer fail to comply with these terms and conditions or in respect of any obligations to pay the money that are due to Nasahi, suffers any insolvency event or makes misrepresentation to Nasahi then the Customers Account Balance will become due and payable immediately.

(c) The Customer must and Agrees to:

1. pay, without any setoff or deductions, the price charged by the Supplier for Goods or Services supplied to the Customer on delivery or performance, or, if CREDIT terms are offered, within 30 days following the end of the month during which the goods or services were provided, supplied or delivered.

2. pay any fees stamp duty assessed on this document to register or maintain any security interests held by the Supplier during in respect of Goods or Services supplied to the Customer.

3. advise the Supplier in writing of the occurrence of any Insolvency Event, any change of its name, ownership or control, or any steps being taken to sell an asset or assets (separately or together having a value being rated greater than 10% in value of its gross asset) as soon as practicable and no later than within two (2) business days of such event, change, or step occurring. The Customer acknowledges that, despite any such event, or step the Customer remains liable to pay the price for all Goods, deliveries, or Services supplied.

### 3. Security interest

(c) The customer must immediately, if requested by the Supplier, sign any documents, and do everything else required by the Supplier to ensure that the Suppliers' purchase money security interest is perfected security interest.

(b) The Customer hereby waves any rights the Customer may otherwise have for the Distributor to reclaim the Product/s

### 4. Overdue Accounts and security

(a) The customer understands and acknowledges that normal trading terms are strictly thirty (30) days and that payment is due by the end of the month following the month in which invoices or charges are debited to the account.

(b) The customer acknowledges that any amount not paid by the due date will incur penalty interest at the rate of 5.0% above the Reserve Bank of Australia Cash Rate calculated daily and compounded monthly but not to exceed 20%.

(c) The customer agrees to pay any and all costs, fees, expenses,, inclusive of commissions, legal expenses and disbursements incurred in obtaining or attempting to obtain payment of any overdue account.

(d) The customer agrees and understands and undertakes to pay all the accounts on or before the due date and acknowledges that should payment become overdue, credit may be suspended or withdrawn at any time without notice until the account is brought within trading terms.

(e) The Customer consents unconditionally to the Supplier lodging a caveats noting its interest in any Real Property.

### 5. Retention of title

(a) The Supplier retains legal and equitable title in any Goods supplied to the Customer until payment in full or in connection with the supply of the relevant Goods has been received by Nasahi. Until payment in full has been received, the following terms apply.

(b) The Customer agrees to obtain the consent of any such third party to such entry by the Supplier and to indemnify the Supplier and its agents for any liability arising from any entry upon such third parties' premises or vehicle to recover the Goods. The Supplier and its agents agree to take all reasonable care in removing the Goods from such premises or vehicle but, to the extent this liability may be disclaimed by law, are not liable for any damages or injury to such premises caused by the removal of the Goods.

(c) This reservation of title and ownership is effective whether or not the Goods have been altered from their supplied form, or commingled with other goods.

### 6. Risk

Risk in relation to any Goods passes to the Customer on delivery of the Goods.

### 7. Goods and Services Tax (GST)

If the supplier has any liability to pay Goods and Services Tax (GST) on the supply of any Goods or Services to the Customer, the Customer must pay to the Supplier an amount equivalent to the GST liability of the Supplier at the same time as the consideration is paid for the Goods and Services (unless the consideration for that supply is expressed specifically to be GST inclusive).

### 8. Guarantee to Nasahi [PART B]

(a) The customer has requested Nasahi the extension of credit terms by the Supplier to the Customer. The Customer acknowledges that the Customer will receive a valuable commercial benefit as a result of the extension of credit terms.

(b) The Customer guarantees Nasahi that the Customer will pay all Amounts payable to the Supplier from time to time for the supply of Goods and Services to the Customer when they are due including interest and taxes. The Customer's Guarantee continues until all these amounts have been paid in full.

### 9. Privacy disclosure and consent

(a) The Customer authorises Nasahi to obtain credit information about its personal, consumer and commercial credit worthiness from any bank or trade referee or reporting agency for the purpose of assessing this application for credit or in connection with any guarantee given by the Customer. Use disclose or exchange with other credit providers the Customers credit arrangements. The Nasahi privacy policy principals imposed by law can be referred to [www.nasahi.net.au](http://www.nasahi.net.au)

### 10. Return of Goods

The Supplier reserves the right to refuse to accept for any goods which may be returned for more than seven (7) days after the delivery for such goods.

### 11. Governing Law

(a) All aspects of this credit application (including its construction, validity and performance) are governed by the law of the State of Victoria.

(b) The parties select the courts and tribunals of the State of Victoria as the forum for the settlement of any dispute that arises under this Credit Application.

## Section 9 Acknowledgement

The Customer acknowledges that the Goods it will acquire from Nasahi will be obtained for either the purpose of re-supply (whether or not in the form of individual products or complete building systems) or for the purpose of using them up or transforming them in trade or commerce in the course of a production or manufacture or in the course of repairing or treating other goods or fixtures.

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

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 then 2 directors or a director + company secretary must sign.

Sole Traders operating under their own name or under a business name: The individual and a witness must sign.

Partnerships: All partners of the partnership must sign.

Where this is not possible please contact Nasahi Head Office on 1300 2 NASAHI.

The Customer agrees to be bound by the Credit Account Terms and Conditions stated in Section 8 of this Agreement.

#### Signatory

Name:	
Address:	
Signature:	
Date:	/ /

#### Witness / Company Secretary

Name:	
Address:	
Signature:	
Date:	/ /

#### Signatory

Name:	
Address:	
Signature:	
Date:	/ /

#### Witness / Company Secretary

Name:	
Address:	
Signature:	
Date:	/ /

#### Signatory

Name:	
Address:	
Signature:	
Date:	/ /

#### Witness / Company Secretary

Name:	
Address:	
Signature:	
Date:	/ /

#### Signatory

Name:	
Address:	
Signature:	
Date:	/ /

#### Witness / Company Secretary

Name:	
Address:	
Signature:	
Date:	/ /

## PERSONAL GUARANTEE AND INDEMNITY AGREEMENT

If you do not understand any part of this document you should seek independent legal advice.

As part of your application for credit, this Personal Guarantee and Indemnity Agreement must be completed and signed by all Directors, Sole Traders and Business Partners in the presence of Independent Witnesses (not Spouses/Partners or Family Members). Spouses/Partners of all Directors, Sole Traders and Business Partners must sign as Guarantors in the presence of Independent witnesses where there is joint ownership of personal assets.

I/We the Guarantor(s) \_\_\_\_\_ (Insert Guarantor(s) name as applicable)

Have requested the Supplier to supply \_\_\_\_\_ (Insert Company Name/Partnership/Sole Trader)

Trust Name (if Trust) \_\_\_\_\_ (Insert Trust Name)

Trading as (if applicable) \_\_\_\_\_ (Insert Registered Business Name)

the "Customer" of \_\_\_\_\_ (Insert Street Address, not P.O. Box) \_\_\_\_\_ (State) \_\_\_\_\_ (Postcode)

with Goods and Services on credit.

The Customer agrees to be bound by the Credit Account Terms and Conditions in Section 8 of this Agreement.

### Section A Directors and Personal Guarantee

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. We guarantee payment to the Supplier of the whole price charged by the Supplier for Goods and Services Supplied to the Customer from time to time without any deductions or offsets. I/We also guarantee the performance of the obligation of the Customer to the guarantee given by the Customer to Nasahi.</li> <li>2. I/We indemnify Nasahi against all costs, losses and expenses, which Nasahi incur as a result of any default by the Customer. I/We agree to pay any stamp duty assessed on this Guarantee.</li> <li>3. My/Our guarantee and indemnity under this Guarantee is a continuing guarantee and will not be affected:             <ol style="list-style-type: none"> <li>(a) if Nasahi grants any extension of time or other indulgence to the Customer or varies the terms of the Customer's account (even if this increases my/our liability under this Guarantee)</li> <li>(b) by the release of any of the Guarantors or if this Guarantee is or becomes unenforceable against one or more of the Guarantors.</li> <li>(c) any payment by the Customer being later avoided by law, whether or not I/we have been given notice of these matters.</li> </ol> </li> <li>4. I/We agree that the application for credit made by the Customer is deemed to have been accepted from the date of the first invoice by the Supplier to the Customer and, without further notice to me/us, this Guarantee will extend to all liabilities from the Customer to the Supplier or to Nasahi.</li> <li>5. This Guarantee may be withdrawn by the Guarantor(s) on expiry of 14 days following written notice. This Guarantee will continue in force in respect of all debt incurred up to the date of withdrawal.</li> <li>6. I/We authorise Nasahi to do each of the things listed in clause 9 of the Credit Account Terms and Conditions in relation to my/our personal credit matters.</li> <li>7. (a) As security for the obligations and liabilities of the Guarantor(s), I/we charge for the due and punctual payment and performance of those obligations and liabilities, all of my/our legal and equitable interest (including as beneficial owner, both present and future) of whatsoever nature held in any and all Real Property in favour of Nasahi.             <ol style="list-style-type: none"> <li>(b) Without limiting the generality of the charge in clause 8(a), I/we agree on request by Nasahi to execute any documents and do all things reasonably required by Nasahi to register a mortgage security over any Real Property. In the event that the Guarantor(s) fails to deliver the requested documents, the Guarantor(s) hereby appoints Nasahi to be the Guarantor's(s') lawful attorney for the purposes of executing and registering such documents. I/We indemnify Nasahi on an indemnity basis against all costs and expenses incurred by Nasahi as the case may be in connection with the preparation and registration of such mortgage documents.</li> <li>(c) I/We consent unconditionally to Nasahi lodging a caveat or caveats noting its interest in any Real Property.</li> <li>(d) We agree to advise the Nasahi in writing of the occurrence of any Insolvency Event, any change in my/our name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of my/our gross assets) as soon as</li> </ol> </li> </ol> | <p>practicable and not later than within two business days of such event, change or step occurring.</p> <p>(e) If any payment made by or on behalf of the Customer is alleged to be void or voidable by any liquidator or like officer of the Customer under any law related to insolvency, I/we indemnify Nasahi against any costs or losses it may incur in connection with such claim. This indemnity shall continue to apply notwithstanding any withdrawal under clause 5.</p> <p>(f) If the charge created by clause 7(a) is or becomes void or unenforceable, it may be severed from this Guarantee without any effect on Nasahi's rights against the Guarantor(s).</p> <p>(g) If the Guarantor(s) is a trustee of a trust, the Guarantor(s) enters into this agreement in both the Guarantor's personal capacity and as trustee of that trust.</p> <ol style="list-style-type: none"> <li>8. Any condition or agreement under this Guarantee by or in favour of two or more persons is deemed to bind them jointly and severally, or be in favour of each of them severally. If the Guarantor comprises more than one person Nasahi may at any time, and from time to time, proceed against any or all of them in respect of the Guarantor's obligations as Nasahi may choose in its absolute discretion, and Nasahi is not to be obliged to make any claim against all the persons comprising the Guarantor.</li> <li>9. Until the whole of the Customer's obligations have been paid or satisfied in full, the Guarantor must not (except with the prior written consent of Nasahi) either directly or indirectly, and either before or after the winding up or bankruptcy of the Customer, or any person, take any steps to recover or enforce a right or claim against the Customer relating to any sum paid by Nasahi under this Guarantee including without limitation proving or claiming in competition with Nasahi so as to diminish any distribution, dividend or payment which, but for the proof or claim, Nasahi would be entitled to receive pursuant to the winding up or bankruptcy of the Customer.</li> <li>10. The definitions in the Credit Account Terms and Conditions shall apply in this Guarantee, except that "Real Property" shall mean all real property owned by the Guarantor(s) now or in the future, solely or jointly. Also, singular words include the plural and vice versa and references to any party to this Guarantee, include that party's executors, administrators, substitutes, successors or permitted assigns.</li> </ol> |
|--|--|

## Acknowledgement

By signing below as Guarantor(s), I/We understand the terms of this Guarantee. In particular, I/We understand that if the Customer fails to make any required payments to the Supplier, the Supplier may recover the amount of these payments from me/us personally. In such case, the Supplier may amongst other recovery rights, take charge over any Real Property.

I/We certify that I/We have had the opportunity to take independent legal advice in relation to the meaning and effect of this Guarantee.

All Directors, Sole Traders, Business Partners and any other Guarantors, print and sign below as Guarantors in the presence of Independent Witness (not Spouse or Family Members).

Spouses of all Directors, Sole Traders and Business Partners must also sign below as Guarantors in the presence of Independent Witnesses.

## Section B Directors and Personal Guarantee

### Guarantor

Name:	
Address:	
Signature:	
Date:	/ /

### Witness

Name:	
Address:	
Signature:	
Date:	/ /

### Guarantor

Name:	
Address:	
Signature:	
Date:	/ /

### Witness

Name:	
Address:	
Signature:	
Date:	/ /

### Guarantor

Name:	
Address:	
Signature:	
Date:	/ /

### Witness

Name:	
Address:	
Signature:	
Date:	/ /

### Guarantor

Name:	
Address:	
Signature:	
Date:	/ /

### Witness

Name:	
Address:	
Signature:	
Date:	/ /

## Section C Mailing Instructions

For all applications to be processed ensure you have completed and signed Credit Application Form and Guarantee. Please return all signed and witnessed documents to:

### Nasahi Credit Application Services

1331 Stud Road  
 ROWVILLE  
 VIC 3178  
 Ph: 1300 262 724  
 Email: sales@nasahi.net.au