

PROVANS TIMBER & HARDWARE PTY LTD

Established 1903

ACN 005 257 705

457 Hoddle Street, Clifton Hill, Victoria 3068

P.O. Box 167, Clifton Hill, Victoria 3068

Telephone: (03) 9489 8255 Facsimile: (03) 9482 1426

Website: www.provans.com.au Email: admin@provans.com.au



Account Application Important Information

The following application has been produced to provide specific information in order for Provans Timber & Hardware Pty Ltd to open a 30-day trading account for your company.

Unless all sections are completed by the applicant Provans Timber & Hardware Pty Ltd will be unable to legitimise this 30-day trading account application and therefore unable to open an account for you.

Please read the following pages carefully and complete all questions. Please return the executed application form and guarantee document to us. Faxed or emailed copies **will not be accepted.**

Upon receiving your application our accounts department will process your application by seeking a credit check through either Dunn & Bradstreet or Veda Advantage. This process normally takes no longer than 1 to 2 hours. We then seek confirmation through your trade references by faxing a request of your trading history with them. This process can take some time depending on their procedures on replying to requests for credit information.

Upon receiving all the information a decision is quickly made by Provans Timber & Hardware to either open or decline the application and you will be notified either way via mail.

Please remember the more information you can provide us will help us in processing your application quickly.

Our accounts department can be contacted on (03) 9489 8255 if further information is required.

Kind regards

A handwritten signature in black ink, appearing to read 'P. Calleya', with a long horizontal flourish extending to the right.

Paul Calleya
Systems Manager

Provans Timber & Hardware Pty Ltd (ACN 005 257 705)
 (“the Company”)

APPLICATION FOR A 30 DAY TRADING ACCOUNT

Details of Customer (tick as appropriate)

<input type="checkbox"/> Company or Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Trader
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If Company or Corporation

Company or Corporation Name.....	
Australian Company No. (ACN).....	Australian Business No. (ABN).....
Registered Address.....	
Trading As.....	
Trading Address.....	
Postal Address.....	
Phone No.....	Fax No.....
Mobile No.....	Email.....
Is the Company or Corporation a Trustee Yes <input type="checkbox"/> / No <input type="checkbox"/> If Yes Name of Trust.....	
Incorporation Date.....	How long under control of present directors.....
Paid up Capital.....	

If Partnership or Sole Trader

Business Name.....	Established for.....	Years
ACN.....	ABN.....	ARBN.....
Proprietor(s).....		
Registered Business Name.....		
Principle Place of Business.....		
Postal Address.....		
Phone No.....	Fax No.....	
Mobile No.....	Email.....	

Contact Information

Please provide the following information regarding contacts within your company:	
<p>Accounts</p> <p>.....</p> <p>Name</p> <p>.....</p> <p>Email Address</p> <p>.....</p> <p>Phone Number</p>	<p>Purchasing Officer <i>(If same as Accounts contact, please indicate same in name field)</i></p> <p>.....</p> <p>Name</p> <p>.....</p> <p>Email Address</p> <p>.....</p> <p>Phone Number</p>

Marketing Information

Would you like to receive Emails regarding upcoming sales from Provans? Yes No

Would you like to receive SMS Alerts from Provans? Yes No

Trade References

..... Name	.....\$..... Average Monthly Purchases
..... Phone Number	..... Fax Number
..... Name	.....\$..... Average Monthly Purchases
..... Phone Number	..... Fax Number
..... Name	.....\$..... Average Monthly Purchases
..... Phone Number	..... Fax Number

Full names and addresses of Directors, Partners, Sole Traders (Delete as appropriate)

..... Name	..... Date of Birth	..... Drivers Licence Number
..... Address		
..... Name	..... Date of Birth	..... Drivers Licence Number
..... Address		
..... Name	..... Date of Birth	..... Drivers Licence Number
..... Address		
..... Name	..... Date of Birth	..... Drivers Licence Number
..... Address		

Have any of the above been a director of a Company which has been placed in Liquidation or been made bankrupt or entered into an agreement under Part X of the Bankruptcy Act or entered into an unofficial scheme of arrangement with its creditors?

Yes / No If yes please provide details.....

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Banking Information

.....	
Name of Bank	
.....	
Address	
.....	
Contact	Email
.....
Phone Number	Fax Number
.....

Membership Registrations

.....
MBA/HIA Registration Number
.....
Builders Registration Number / Licence Number
.....

Anticipated Trading

Estimated Monthly Purchases: \$.....	Required Credit Limit: \$.....
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Provans Timber & Hardware Pty Ltd -Application for a 30 day account

TERMS OF PAYMENT

The Company's Terms of Payment require payment to be made by no later than the last day of the month following the month in which goods are supplied or services rendered.

If the Applicant does not make payment as required by the Trading Terms, the Applicant must pay by liquidated damages for breach of contract a default charge in relation to the unpaid amount calculated by applying an interest rate being the rate prescribed from time to time under the *Penalty Interest Rates Act 1983 (Vic)* plus an additional 2% per annum to the unpaid amount calculated on a daily basis from the date the unpaid amount became due until the date that it is paid in full.

CREDIT INFORMATION

The Applicant agrees that the Company may disclose the information contained in this Application and any relevant trading information regarding the Applicant received from the trade references referred to in this Application to a credit reporting agency in accordance with the Privacy Act and may give or obtain a report regarding the Applicant's commercial activities and commercial credit worthiness from a credit reporting agency or from any credit provider named in this Application or disclosed by a credit reporting agency.

The Applicant further agrees that in the event of the Company granting it credit it shall immediately notify the Company of any change in any of the information or details herein contained.

PRIVACY

The Company advises that the information supplied in this application will be collected, used, disclosed and stored in accordance with the National Privacy Principles set out in *Schedule 3 of the Privacy Act 1988*. If you require any further information regarding our Privacy Policy, please contact the Company.

2. SIGNATORY AND APPLICANT'S ACKNOWLEDGMENTS:

- The Signatory on behalf of the Applicant acknowledges by their signature appearing below that:
 - a) He/she has read and understood the Company's Trading Terms (a copy of which is available on request);
 - b) The Trading Terms set out the basis upon which the Company shall provide credit and/or supply goods and/or services to the Applicant and the credit terms applicable to that supply;
 - c) The Trading Terms are a "Security Agreement" (as defined in the *Personal Property Securities 2009 ("PPSA")*) and
 - d) Under the Trading Terms the Applicant grants the Company a "security interest" (as defined in the PPSA).
- The Signatory on behalf of the Applicant requests the Company to open an account in the Applicant's name on the basis of the Trading Terms and agrees to be bound by the Trading Terms and any amendments that may be made to them from time to time.
- The Signatory on behalf of the Applicant acknowledges that the Company may register on the PPS Register its security interest in all goods that the Company supplies to the Applicant under its Trading Terms.
- The Signatory to this Application represents and warrants that:
 - a) The information provided in this Application Form is true and correct and acknowledges that it may be relied upon by the Company to determine whether to grant the Applicant credit and
 - b) He/she has full authority to complete this Application on behalf of the Applicant.

BUSINESS OR INVESTMENT PURPOSES ONLY:

The Signatory to this Application declares and warrants that the credit to be provided to him/her/it by the Company is to be applied wholly or predominantly for business or investment purposes (or for both purposes) and not for personal, domestic or household purposes.

EXECUTION:

Signature of person signing on behalf of Applicant	Printed Name of Signatory	Position of Signatory	Date

GUARANTEE

TO: **Provans Timber & Hardware Pty Ltd** (ACN 005 257 705) ("the Company")
of 457 Hoddle Street, Clifton Hill, Victoria. 3068.

IN CONSIDERATION of the Company agreeing to supply:

_____ ("the Customer")
with goods and services on terms that do not require payment before the supply of the goods or services

*I/We _____

of _____

and _____

of _____ ("the Guarantor")

GUARANTEE the due and punctual payment of all monies which may now or in the future be or become due and payable to the Company by the Customer under or in connection with the Company's Trading Terms ("**the Trading Terms**") including without limitation in relation to any contract formed between the Customer and the Company on the Trading Terms, or whether arising in any other way on any account whatsoever operated by the Customer with the Company.

If the Guarantor is more than one person this guarantee is given jointly and severally.

AND I or WE DECLARE AND AGREE as follows:

1. This Guarantee:
 - (a) is a continuing guarantee in respect of any debts, losses, payments, damages and other expenses to which the Company is entitled under or in connection with its Trading Terms or in relation to any contract formed between the Customer and the Company on the Trading Terms; and
 - (b) remains in full force and effect and the Guarantor remains liable under it despite:
 - the granting by the Company of any time, credit, concession or any other indulgence to the Customer or to the Guarantor;
 - the waiver by the Company of any breach by the Customer of its obligations to the Company or to the liquidator, provisional liquidator or administrator of the Customer;
 - the bankruptcy or death of the Guarantor; or
 - the liability of the Customer ceasing or becoming extinguished for any reason.
2. I or We must make pay any amount payable under this Guarantee to the Company upon demand being made by notice given to the Guarantor.
3. Any notice including without limitation a notice of demand must be in writing (in the English language) and is given effectively if it is left at or sent by pre-paid post to the address of the Guarantor as set out above.
4. I or We must pay any costs, fees, charges and expenses including legal costs on a solicitor and own client basis incurred by the Company of and incidental to the preparation, negotiation or enforcement of this Guarantee or in connection with the performance or failure to perform by the Guarantor of its obligations in this Guarantee.
5. Before disputing whether an amount is payable under this Guarantee, I or We must pay on demand any amount that the Company certifies is payable under this Guarantee or owed by the Customer under or in connection with the Company's Trading Terms.
6. A certificate issued by the Company stating that certain monies are owed by the Customer or by the Guarantor to the Company is taken to be correct until the contrary is proven.
7. The obligations under this Guarantee are principal obligations and the Company is not required to take action or make demand first against the Customer or under any security that the Company has for the obligations of the Customer.

IMPORTANT NOTE:

The **original** executed copy of the Application form and the Guarantee **MUST** be returned to the Company. Faxed or emailed copies of this document will not be accepted

