



Hardware & General Supplies Ltd - ACN 000 332 105 ABN 81 000 332 105

NOTE: Please read the instructions of page 4 first.

Application for Monthly Commercial Credit Account

With: Hardware & General Supplies Ltd at Brookvale, Mona Vale, Peakhurst & Marayong
and the following separate divisions of Hardware & General (please tick any required)

- New Line Building Supplies** - 238 New Line Road, Dural NSW 2158
- NBS Frame & Truss** - 238 New Line Road, Dural NSW 2158
- Clarke & Walker Hardware** - 35 Jersey Road, Hornsby NSW 2077

I/we hereby apply to have separate monthly credit accounts opened with the above divisions of your company for commercial purposes. I/We wish the account to be called:

Account name: _____

The Applicant is:

- A Sole Trader.....ABN _ _ _ _ _
- An Owner-Builder.....ABN _ _ _ _ _
- A Partnership...<sup>(Including couple
Owner-Builders)</sup>.....ABN _ _ _ _ _
- A Company..... ACN _ _ _ _ _ ABN _ _ _ _ _
- Other. Details: _____

The registered Business or Trading or Company Name is (if different from the account name above):

Business Address: _____

Postal Address: _____

Are copies of each of the latest Balance Sheet and the latest P&L Statements available? **YES / NO**

If **YES**, please attach copies. *(Attaching copies of the latest Balance Sheet & P&L Statements will assist us to assess your application promptly and provide a suitable credit limit)*

Do you act as a trustee? YES / NO If YES, you must accept and agree that credit is only provided to the applicants in their own name and right, and that we do not provide credit to individuals and/or companies in any capacity as trustees. By completing this agreement you declare you are applying for credit in your own name and right and not as a trustee.





Hardware & General Supplies Ltd

COMMERCIAL CREDIT ACCOUNT APPLICATION

PLEASE PROVIDE DETAILS OF EACH PROPRIETOR, PARTNER OR DIRECTOR:

(all information is required)

Applicant 1

Surname: _____ Given Names: _____ Rent Home Own Home Own Other

Date of Birth: _____ Drivers Lic. No: _____

Current Residential Address: _____

Applicant 2

Surname: _____ Given Names: _____ Rent Home Own Home Own Other

Date of Birth: _____ Drivers Lic. No: _____

Current Residential Address: _____

Applicant 3

Surname: _____ Given Names: _____ Rent Home Own Home Own Other

Date of Birth: _____ Drivers Lic. No: _____

Current Residential Address: _____

Applicant 4

Surname: _____ Given Names: _____ Rent Home Own Home Own Other

Date of Birth: _____ Drivers Lic. No: _____

Current Residential Address: _____

Applicant 5

Surname: _____ Given Names: _____ Rent Home Own Home Own Other

Date of Birth: _____ Drivers Lic. No: _____

Current Residential Address: _____

Applicant 6

Surname: _____ Given Names: _____ Rent Home Own Home Own Other

Date of Birth: _____ Drivers Lic. No: _____

Current Residential Address: _____

Official Use Only. (Ver 12/2023)

Received: Home Branch:

Sales Rep: Account No:



FOR ALL BUILDERS OF THE AUSTRALIAN DREAM



GENERAL INFORMATION:

(all customers must complete)

No. of years business has operated: _____ No. of years owned by current owners: _____

Nature of Business (e.g. Builder etc.) _____

Do you have a Building, Plumbing or other Trade Licence?: _____

Have you ever had an account with Hardware & General Supplies Ltd before? _____

Please provide details of your nearest relative not living with you: Name: _____

Address: _____ Mobile: _____

Your Accounts Payable contact is: _____ Landline: _____

Email: _____ Mobile: _____

How would you like your invoices emailed to you: Daily Weekly Monthly

Your Purchasing Manager is: _____ Landline: _____

Email: _____ Mobile: _____

Your anticipated monthly purchases from us: \$ _____

Have you or any of your co-applicants:

1. Ever been known by a different name? (Including maiden and "Australianised" names) **YES / NO**

If YES please provide details _____

2. Ever been declared bankrupt? **YES / NO**

If YES please provide details _____

3. Entered into any arrangement with creditors pursuant to the Bankruptcy Act? **YES / NO**

If YES please provide details _____

TRADE REFERENCES. Please provide details of your **four largest trade suppliers** for us to reference check.

Do not include sub-contractors or people who work for you or other companies & businesses that you own.

1. Name: _____ Account No: _____ Phone: _____

2. Name: _____ Account No: _____ Phone: _____

3. Name: _____ Account No: _____ Phone: _____

4. Name: _____ Account No: _____ Phone: _____





PLEASE READ CAREFULLY

I/We certify I/We have read and understood and agree to the Terms of Sale and Conditions of Account (printed separately) and in particular I/We acknowledge that your customary credit terms require payment on the 30th of the next month from the date of invoicing.

GUARANTEE AND INDEMNITY

In consideration of your (Hardware & General) having agreed to provide credit and accommodation to the customer in the undersigned hereby each guarantee jointly and severally to you the payment on demand of all monies which are or shall hereafter become due to you by the customer or pursuant to the above account. This guarantee shall be a continuing guarantee and shall not be limited in amount or be affected by your giving time or any other indulgence to the customer nor by any change in the name or identity of the legal entity operating the account, nor shall any of your rights to sue the customer be affected hereby. We each acknowledge and agree that our guarantee is unlimited and will operate irrespective of whether one or more of us may be found to have not effectively signed.

I/We also hereby jointly and severally indemnify you against all loss and/or damage arising from past, present or future dealings with the customer and/or us as a separate undertaking unconditionally. We each indemnify you against losses or costs incurred as a result of disgoring monies to a liquidator of the customer. You need not incur any expense or make any payment before enforcing these rights to indemnity. You may make any arrangement and/or compromise with any of us, obtain additional guarantees, indemnities and/or securities from any party and/or release and/or compromise with any of us or any other party without affecting our liability to you. We each agree that our liability to you arises without any demand by you upon the customer and/or any other of us.

Pursuant to the Privacy Act we agree and authorise you to ask for, give and/or exchange any personal credit information with any other party (including suppliers and credit reporting agencies) that is necessary for the purposes of assessing whether to accept or continue to accept us as guarantor(s) in respect of credit applied for or provided to the customer. To secure payment of all monies which may become payable by the guarantor(s) to the company under this guarantee and indemnity we hereby charge with the due payment of those monies all of our interest in real property: both present and future and we each consent to the company lodging a caveat or caveats noting its interests hereunder. In addition we each grant the company a security interest over all present and all after acquired property and consent to the company registering its interests pursuant to the Personal Property Securities Act 2009 (PPSA) and waive any rights under the following provisions of the PPSA to the extent that it is permitted by law; (s.95), (s.118), (s.121(4)), (s.129), (s.130), (s.132(2)), (s.152(4)), (s.135(2)), (s.137(3)), (s.142), (s.143), (s.157(1)), (s.157(3)). The company may also contract out of any other provisions of the PPSA not specified above as may be permitted by the PPSA and as the company determines from time to time. We each agree that where the company has rights in addition to those under part 4 of the PPSA, those rights shall continue to apply.

We each agree to execute any documents and do all things necessary by us for you to register any interest on the PPSA register or a mortgage security or other instrument of security over any real property and in the event that we fail to do so within 7 days time of being so requested, we hereby irrevocably appoint your credit manager or solicitor to be our true and lawful attorney to execute and register such instruments.

Any part of this agreement shall be severable without affecting any other part of this agreement. This agreement shall be governed by the laws and courts of New South Wales.

I/We reserve the right to revoke this guarantee and indemnity at any time by a notice in writing provided that such revocation shall be effective only upon its acknowledged delivery to a director or the credit manager of Hardware & General Supplies Ltd. and only in respect of dealings by the customer with you after the date of receipt.

I/We warrant that the facts and information provided herein are true and correct. If there is more than one applicant we are each signing as customer and/or in our personal capacities as guarantors.

Signature: Witness Signature:.....
Name: Witness Name:.....
Address: Witness Address:.....
Date:

Signature: Witness Signature:.....
Name: Witness Name:.....
Address: Witness Address:.....
Date:

Signature: Witness Signature:.....
Name: Witness Name:.....
Address: Witness Address:.....
Date:

IMPORTANT NOTICE: If you sign this agreement you may be required to pay someone else's debts. You should ensure that you read and understand its terms. If necessary seek independent professional advice.





PRIVACY ACT NOTICE

1. Hardware & General Supplies Ltd (“the Company”) is bound by the 13 Australian Privacy Principles as set out in the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth) (“the Act”). The Company holds personal information for the following purposes: (i) Credit Assessment both initial and ongoing, (ii) internal accounting and administration, (iii) to protect you and us from fraud, (iv) to help us identify other products or services or promotions that might be beneficial to you and to inform you about them.

2. Pursuant to the provisions of the Act, the applicant(s) and guarantor(s) are informed that identity particulars and personal and possibly sensitive information relating to the applicant(s) and guarantor(s) may be disclosed by Hardware & General Supplies Ltd. (“the Company”) to a credit reporting business.

3. Pursuant to the Act the applicant(s) and guarantor(s) agree for the purpose of the Company assessing this application both initially and in an ongoing manner or if collecting overdue payments, to the Company obtaining and keeping from any credit reporting business reports containing personal information about the applicant(s) and guarantor(s) or information about the applicant’s and guarantor’s commercial activities, repayment history or commercial and/or personal creditworthiness.

4. Pursuant to the Act the applicant(s) and guarantor(s) agree to the Company keeping and disclosing to or receiving from any other credit provider any credit report or personal information relative to their creditworthiness, credit standing, credit history, repayment history or credit capacity for any of the following purposes: (i) to assess this or another application for credit; (ii) to notify other credit providers or credit reporting businesses of a default by the applicant(s) and/ or guarantor(s); (iii) to exchange information with other credit providers or credit reporting businesses as to the status or repayment history of any account held with the Company or with another credit provider; (iv) to assess the applicant’s and guarantor’s creditworthiness at any time.

Cont’d





PLEASE READ BEFORE FILLING THE ACCOUNT APPLICATION FORM

The Terms of Sale and the Terms and Conditions of Credit Accounts that form part of this application are contained on a separate annexure to this document. Additional copies are available at any time from our website www.hg.com.au or from the H&G Accounts Department - telephone 8456 1240, during business hours. Please contact us if you did not receive a copy with the application.

This account application and the guarantee are a legal document, please read it all carefully and if you are unsure about what you are signing seek independent legal advice before signing.

PLEASE HAVE ALL OF THE PARTNERS SIGN THE DOCUMENT

It is important that the form is filled in completely, signed by all Partners and that you provide all the information we ask for, otherwise we may not be able to process your application promptly, or at all.

If you choose you may give us **SPECIAL INSTRUCTIONS** in writing showing:

- Who may use the account if you wish to allow other people such as a builder to have access.
- If you would like a password on your account (we recommend that you do this).

You may also amend or send us **NEW INSTRUCTIONS** at any time by sending them in writing to our:

- **Accounts Dept' at PO Box 1125 Dee Why NSW 2099, or email to accounts@hg.com.au**

Special instructions are accepted subject to the Terms and Conditions - especially clauses 49, 50 & 51.

Faxed or emailed application forms are not acceptable as we need to have the original signatures. Please post it back to us at PO Box 1125 Dee Why NSW 2099, or drop it in to any of our branches.

Early Payment (or Settlement) Discount. (Refer to clause 43 of the Terms & Conditions).

The account is due for payment by the 30th of each month, however we offer a 2% discount if:

- We receive your payment by the 20th and
- If payment is made by cash, cheque or e.f.t. (but not by credit card).

You must notify us on your remittance slip, by the 20th of the due month, that you are claiming the 2%.

OUR BANK ACCOUNT DETAILS ARE:

Hardware & General - CBA. BSB: 062127 Account: 00280360

Please include your company name and H&G Account Number in the description field so we can allocate your payment to your account (we receive many payments every day). You must also email us your remittance advice to accounts@hg.com.au

CREDIT CARDS

Payments made by credit card before the 20th of the next month incur a surcharge of 1%. Payments made after the 20th incur a 2% surcharge. **NOTE: We waive the surcharge entirely for customers who complete the credit card debit authority below.** This is a facility for customers so they can avoid the hassle (and surcharges) involved with telephoning monthly credit card, payments. Payments are processed after the statements are issued. Payments made by credit card are not eligible for the Early Payment Discount.





CREDIT CARD DEBIT AUTHORITY

(no surcharges apply)

This is an optional facility that we offer you to simplify your managing your account. We will debit your credit card each month so you can avoid the hassle (and surcharges) involved with faxing or telephoning your credit card payment through each month. Payments are processed after the statements are issued so that's one less thing for you to worry about. Payments made under this authority will not incur a credit card surcharge.

Master Card Visa American Express

Name on card:

Number on card:

Card Expiry Date:

Card Holder's Signature:

If this credit application is approved and a credit account is opened, I authorise Hardware & General Supplies Ltd to debit the due balance of each account to the above credit card each month until further notice.

Please help us with a quick survey

How did you find out about us?

If it was a Rep' what was their name?

Thank you for your application.
We hope to be doing business with you soon.

