



CREDIT ACCOUNT APPLICATION FORM (14 DAYS FROM INVOICE)

APPLICANT'S FULL LEGAL NAME: (“the Customer”)

(Please tick) Sole Trader Individual Partnership Pty Ltd Company Other (please state):

ABN: ACN (if Company):

Trading as: Trustee/s of Trust:

Street Address: Postal Address:

Nature of Business: Years in Business:

Telephone: Fax: Email:

Contact Name & Position:

OWNERSHIP please insert Owner(s) / Directors Name(s) in full:

1: Address:

DOB Driver's Licence No:

2: Address:

DOB Driver's Licence No:

3: Address:

DOB Driver's Licence No:

4: Address:

DOB Driver's Licence No:

IF LIMITED LIABILITY COMPANY - Address of Registered Office:

Date of Incorporation: Paid Up Capital:

Financial Institution: BSB: Account No: Account Name:

TRADE REFERENCES

Company	Contact Name	Phone Number	Account open since

Has the Applicant or a related entity of the Applicant previously been in Administration, Liquidation, Receivership, a Bankrupt or in a Part X Arrangement? (Please circle) Yes / No If yes please provide details:

I certify that the above information is true and correct and that I am duly authorised to make this application for credit, and enter into contracts, on behalf of the Customer. I have read and understood the TERMS AND CONDITIONS OF TRADE (on pages 2 and 3 overleaf or attached) of Ruediger Constructions Pty Ltd which form part of, and are intended to be read with this Credit Account Application Form. The Customer agrees to be bound by the TERMS AND CONDITIONS OF TRADE.

Please note, if the Customer is a company, its directors are also required to sign the Guarantee & Indemnity on page 4. Please also remember to sign the Privacy & Credit Reporting Disclosure & Consent form on page 5.

Signed Print Name Position

Dated this day of 20

TERMS AND CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 **"Ruediger Constructions"** means Ruediger Constructions Pty Ltd ACN 600 439 585 trading as Ruediger Prefab ABN 34 600 439 585.
- 1.2 **"Customer"** means the entity that has contracted with Ruediger Constructions to buy Goods and/or Services.
- 1.3 **"Goods"** means any goods supplied by Ruediger Constructions to the Customer (or ordered by the Customer but not yet supplied) including and in no way limited to wall frames, floor trusses, roof trusses, timber products and related products, whether manufactured by Ruediger Constructions or sourced from third parties.
- 1.4 **"Services"** means any services supplied by Ruediger Constructions to the Customer (or ordered by the Customer but not yet supplied) including, and in no way limited to, the supply of labour whether in respect of the installation of Goods, other products supplied by the Customer or otherwise, detailing, design, estimating and delivery services.
- 1.5 **"Price"** means the cost of the Goods and/or Services as agreed between Ruediger Constructions and the Customer and includes all out of pocket expenses Ruediger Constructions incurs on the Customer's behalf subject to clause 5 of this contract.

2. ACCEPTANCE AND MINIMUM ORDER

- 2.1 Any instructions received by Ruediger Constructions from the Customer for the supply of Goods and/or Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.
- 2.2 Please note orders of less than \$250.00 will not be accepted by Ruediger Constructions.

3. PRECEDENCE

- 3.1 The Customer acknowledges that these Terms and Conditions of Trade take precedence over any terms and conditions contained in any document provided by the Customer.

4. PRIVACY ACT 1988 (AS AMENDED)

- 4.1 Ruediger Constructions collects personal information about the Customer (if a sole trader, individual trustee, or partnership of individuals) for the purposes set out in its Privacy Policy and its Credit Reporting Policy. Both of these policies may be located at www.rcpl.com.au. A hardcopy of these policies can also be provided to the Customer free of charge, upon request.
 - 4.1.1 The Privacy Policy sets out: the personal information Ruediger Constructions collects; how Ruediger Constructions collects and uses this information; how the Customer may access or correct it; and how the Customer may make a complaint in respect of Ruediger Constructions' management of the information;
 - 4.1.2 The Credit Reporting Policy sets out: the types of credit related personal information Ruediger Constructions collects; how it is collected, why it is collected; how Ruediger Constructions may use and disclose the credit related personal information, including the credit reporting bodies to which Ruediger Constructions is likely to disclose the Customer's credit related personal information to; and how a complaint may be made in respect of Ruediger Constructions' management of the credit related personal information.
- 4.2 By the Customer providing instructions to Ruediger Constructions for the supply of Goods and/or Services, the Customer is consenting to Ruediger Constructions collecting, handling, using, disclosing and otherwise dealing with the Customer's personal information (including credit related personal information) in accordance with the terms of Ruediger Constructions' Privacy Policy, its Credit Reporting Policy and in accordance with Australia's privacy laws

5. PRICE

- 5.1 The Price shall, at Ruediger Constructions' sole discretion, be:
 - 5.1.1 as stated on any invoice provided by Ruediger Constructions to the Customer;
 - 5.1.2 current as at the time of quotation by Ruediger Constructions and based on plans provided by the Customer prior to such quotation; and
 - 5.1.3 subject to change if any variations are requested after any quotation is provided by Ruediger Constructions.

6. PAYMENT

- 6.1 Subject to clause 6.2, payment of the Price shall be due on date/s determined by Ruediger Constructions, which may be:
 - 6.1.1 on delivery of the Goods and/or supply of the Services;
 - 6.1.2 before delivery of the Goods and/or supply of the Services;
 - 6.1.3 the due date specified on Ruediger Constructions' invoice;
 - 6.1.4 in the absence of any notification of the due date by Ruediger Constructions, it shall be due 14 days from the date of invoice.
- 6.2 Payment for any amount outstanding shall be deemed immediately due and payable in any of the following circumstances:
 - 6.2.1 there is non-payment of any sum by the due date;

- 6.2.2 Ruediger Constructions forms the view that the Customer will not pay any sum by its due date;
- 6.2.3 the Customer is bankrupted or enters administration, liquidation or receivership;
- 6.2.4 a Court judgment is entered against the Customer and remains unsatisfied for seven (7) days;
- 6.2.5 Any material adverse change in the financial position of the Customer.
- 6.3 Interest accrues on any amount owing after the due date at the rate of 1.0% per month, calculated daily from the first day overdue until payment.
- 6.4 All expenses, disbursements, collection and legal costs incurred by Ruediger Constructions in connection with the enforcement of any rights and/or preservation of any rights contained in this contract shall be paid by the Customer on a full indemnity basis.
- 6.5 For the purposes of clause 6.4, the Customer acknowledges that collection costs may be calculated on a commission basis at a percentage rate of up to 20% of the amount due and expressly agrees to pay for those expenses (on demand as liquidated damages) irrespective of the amount of work actually performed by the collection agent.
- 6.6 Ruediger Constructions is entitled to terminate the provision of any credit facility with the Customer and suspend the supply of further Goods and/or Services to the Customer on credit at any time.
- 6.7 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until it results in Ruediger Constructions receiving cleared funds for the entire amount of the negotiable instrument.
- 6.8 Where settlement discount applies, no settlement discount will be applied unless all monies for outstanding invoices are paid within agreed terms.

7. SPECIAL BUY-IN GOODS ORDERED BY THE CUSTOMER

- 7.1 Where the Customer orders any Goods from Ruediger Constructions that Ruediger Constructions does not have in stock, such that Ruediger Constructions is required to order the Goods from a third party (known as a **"Special Buy-In"**), the order is non-cancellable and the Customer remains liable to pay for the Goods once the Customer has made the order.

8. RISK TO GOODS AND DELIVERY

- 8.1 Where Ruediger Constructions arranges delivery, risk in any Goods shall pass when the Goods are delivered to the Customer or to the location nominated by the Customer. It is the Customer's obligation to insure the Goods from the point of delivery.
- 8.2 Unless Ruediger Constructions agrees in writing to the contrary, Ruediger Constructions will arrange delivery and insurance of the Goods to the Customer within inner Metropolitan Adelaide to the point of delivery.
- 8.3 Where the Customer arranges freight to its nominated location, risk in any goods shall pass when its nominated agent/carrier collects the Goods from Ruediger Constructions.
- 8.4 For the purposes of clause 8.3, the cost of freight and insurance to the point of delivery shall be at the Customer's expense and shall form part of the Price.
- 8.5 The Customer is responsible for unloading the Goods at the point of delivery.
- 8.6 Any representation of a date for delivery is an estimate only and Ruediger Constructions will not be liable for any loss or damage howsoever arising if the Goods are not delivered by a nominated delivery date.

9. TITLE AND PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

Goods

- 9.1 Whilst risk in the Goods passes on delivery, legal and equitable title in the Goods shall remain with Ruediger Constructions until it has received payment in full for all monies owed by the Customer.
- 9.2 Until Ruediger Constructions has received payment in full for all monies owed by the Customer, Ruediger Constructions reserves the following rights:
 - 9.2.1 legal and equitable ownership of the Goods;
 - 9.2.2 the right to enter the Customer's premises and retake possession of the Goods;
 - 9.2.3 the right to keep or resell any Goods repossessed under sub-clause 9.2.2; and
 - 9.2.4 any other rights it may have at law or under the PPSA.
- 9.3 Where, pursuant to sub-clause 9.2.3:
 - 9.3.1 Ruediger Constructions resells the Goods repossessed, it is agreed that Ruediger Constructions may credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs); or
 - 9.3.2 Ruediger Constructions retains possession of the repossessed Goods, it is agreed that Ruediger Constructions may credit the Customer's account with the invoice value less such sum as Ruediger Constructions reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs.
- 9.4 Ruediger Constructions shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of any action taken to repossess the Goods.

- 9.5 If the Goods are mixed (or commingled) with other property so as to be part of or a constituent of any new product, title to these products shall be deemed to be assigned to Ruediger Constructions as security for the full satisfaction by the Customer of the full amount owing between Ruediger Constructions and the Customer.
- 9.6 Until Ruediger Constructions receives payment for Goods in full, the Customer acknowledges that Ruediger Constructions has a Purchase Money Security Interest (PMSI) which attaches over the Goods and their proceeds and a Security Interest in relation to other amounts owed by the Customer to Ruediger Constructions.

General

- 9.7 Upon assenting to these Terms and Conditions of Trade, the Customer acknowledges and agrees that these Terms and Conditions of Trade constitute a Security Agreement for the purposes of the PPSA.
- 9.8 The Customer undertakes to do anything (such as obtaining consents, producing documents, producing receipts and getting documents completed and signed) which Ruediger Constructions asks and considers reasonably necessary for the purposes of:
- 9.8.1 ensuring that a PMSI and/or Security Interest is enforceable, perfected and effective;
- 9.8.2 enabling Ruediger Constructions to apply for any registration, or give any notification, in connection with the Security Interest created under this contract so that the PMSI and/or Security Interest has the priority required by Ruediger Constructions.
- 9.9 To the extent permitted by law, the Customer irrevocably waives its right to:
- 9.9.1 receive notices or statements under sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 of the PPSA;
- 9.9.2 redeem the Goods under section 142 of the PPSA;
- 9.9.3 reinstate this contract under section 143 of the PPSA;
- 9.9.4 receive a Verification Statement.
- 9.10 Nothing in clause 9 prevents Ruediger Constructions from taking collection or legal action against the Customer to recover any monies owed from time to time.

10. DISPUTES

- 10.1 Claims for short delivery or damaged Goods will only be recognised when notification is received within 24 hours of the Customer's receipt of the Goods, or 7 days from the dispatch date of the Goods, whichever is the lesser amount of time.
- 10.2 No claims relating to the Goods will be admitted if the Goods:
- 10.2.1 have been cut, processed, mixed, marked or otherwise made less saleable;
- 10.2.2 have been contaminated from foreign matters and/or insects;
- 10.2.3 are not in the original condition and packaging is not complete in every detail.

11. LIABILITY

- 11.1 All implied conditions, warranties and undertakings other than the statutory guarantees set out in Schedule 2 of the *Competition and Consumer Act 2010* ("CCA") are expressly excluded to the extent permitted by law.
- 11.2 Where the Goods are of a kind other than goods ordinarily acquired for personal, domestic or household use, then Ruediger Constructions' liability is limited, at its option, to anyone or more of the following:
- 11.2.1 the replacement or supply of the equivalent of the Goods; or
- 11.2.2 the payment of the costs of replacing the Goods or acquiring their equivalent.
- 11.3 Where the Services are of a kind other than services ordinarily acquired for personal, domestic or household use, then Ruediger Constructions' liability is limited at its option to:
- 11.3.1 supplying the Services again; or
- 11.3.2 the payment of the costs of supplying the Services again.
- 11.4 Subject to the Customer's rights under Schedule 2 of the CCA, Ruediger Constructions shall not be liable for:

any loss or damage of any kind whatsoever, arising from the Goods and/or Services, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from the Goods and/or Services; and

- 11.4.1 the Customer shall indemnify Ruediger Constructions against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Ruediger Constructions or otherwise, brought by any person in connection with any matter, act, omission, or error by Ruediger Constructions, its agents or employees in connection with the Goods and/or Services.

12. CANCELLATION

- 12.1 Orders placed with Ruediger Constructions cannot be cancelled without the written approval of Ruediger Constructions. In the event that Ruediger Constructions accepts the cancellation of any order placed, it shall be entitled to charge a 20% handling fee for any work done to the date of the cancellation including a fee for the processing and acceptance of the Customer's order and request for cancellation.
- 12.2 Any Goods which are returned for the purposes of clause 12.1 must be in the original condition and packaging and must be complete in every detail.

13. GOODS RETURNED FOR CREDIT

- 13.1 Ruediger Constructions may allow a credit at its sole discretion, but in any event, Ruediger Constructions will not accept Goods for a credit after the expiry of 7 days from the date of the original invoice relating to the Goods to be returned.
- 13.2 Special Buy-Ins cannot be returned for a credit.
- 13.3 Ruediger Constructions reserves the right to charge a restocking fee on any Goods accepted for a credit.
- 13.4 In all cases of returning Goods for credit, the Customer must quote the original invoice or delivery docket and the Customer must prepay return freight.
- 13.5 Goods returned for credit must be accompanied by the original invoice or delivery docket and must be in the original packaging.

14. CHARGE

- 14.1 The Customer hereby charges in favour of Ruediger Constructions all of the Customer's estate and interest in any land, freehold or leasehold, in which the Customer now has or which it may later acquire any such interest in, with payment of all monies owed by the Customer to Ruediger Constructions from time to time and hereby consents to Ruediger Constructions lodging a caveat or caveats which note Ruediger Constructions' interest.

15. JURISDICTION

- 15.1 These terms and conditions and all matters concerning the business relationship between Ruediger Constructions and the Customer shall be governed by the laws of the State of South Australia and the parties submit to the exclusive jurisdiction of the Courts of South Australia for the conduct of any litigation.

16. MISCELLANEOUS

- 16.1 Ruediger Constructions shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 16.2 Any Goods requested by the Customer outside of any quotation provided by Ruediger Constructions will be charged at an amount additional to the original quotation.
- 16.3 Failure by Ruediger Constructions to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of its rights or obligations under this contract.
- 16.4 If any provision of this contract shall be invalid, void or illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected.
- 16.5 Any variation to the terms and conditions contained in this contract must be agreed to in writing by Ruediger Constructions for it to have any legal effect.
- 16.6 Ruediger Constructions may vary these conditions at any time. The Customer will be notified of any variations in writing.

DEED OF PERSONAL GUARANTEE & INDEMNITY

In consideration of **Ruediger Constructions Pty Ltd ACN 600 439 585 trading as Ruediger Prefab ABN 34 600 439 585** ("**Ruediger Constructions**") granting the Customer (as named in the Credit Account Application Form and which forms a part of this document) credit, **I/WE hereby agree:**

1. to personally guarantee to Ruediger Constructions the due and punctual payment by the Customer of all monies at any time owing and payable by the Customer to Ruediger Constructions, including any monies in excess of any credit limit granted to the Customer whether or not approved by the Customer and/or us, at the time of this guarantee and indemnity or at any subsequent time;
2. that this is a continuing guarantee and indemnity;
3. to indemnify Ruediger Constructions against all loss or damage arising from any past, present or future dealing with the Customer or any of us;
4. that our liability under this guarantee and indemnity is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by Ruediger Constructions or any grant to any of us of a release whether in whole or in part from any obligation contained in, or implied by, this guarantee and indemnity;
5. that our liability under this guarantee and indemnity shall not be avoided, released or affected by Ruediger Constructions making any variation or alteration in terms of any agreement with the Customer;
6. that our liability under this guarantee and indemnity shall not be avoided, released or affected by the Customer entering into a Deed of Company Arrangement (DOCA) or by Ruediger Constructions voting in favour of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA;
7. that this guarantee and indemnity becomes binding on those of us that sign this guarantee and indemnity irrespective of whether or not all intended signatories execute this guarantee and indemnity;
8. that Ruediger Constructions is entitled to recover against a Guarantor without having first taken steps to recover against the Customer or any other Guarantor;
9. that this guarantee and indemnity may not be unilaterally revoked by us and remains in force until such time as we receive written confirmation from Ruediger Constructions that we are released from our obligations and liabilities under this guarantee and indemnity;
10. that if Ruediger Constructions forms the view, for any reason, after it receives a payment from the Customer and applies the payment to a debt owed by the Customer, that Ruediger Constructions is obliged to disgorge the payment or portion thereof to a Liquidator appointed to the Customer, Ruediger Constructions' rights are reinstated in relation to the debt that Ruediger Constructions applied the payment to (as if the payment had never been made) and I/we shall be liable to pay Ruediger Constructions the amount it disgorges to the Liquidator;
11. to further indemnify Ruediger Constructions against any and all losses and legal costs (on a full indemnity basis) that Ruediger Constructions incurs as a result of disgorging monies to a Liquidator of the Customer;
12. to hereby jointly and severally charge in Ruediger Constructions' favour all our estate and interest in any land, whether freehold or leasehold, in which we now have any legal or beneficial interest, or in which we later acquire any such interest in, with payment of all monies owed from time to time by the Customer or any of us and consent to Ruediger Constructions lodging a caveat or caveats which note Ruediger Constructions' interest in or over any of our real property;
13. to sign in both our personal capacity and as Trustee of every Trust of which I/we are Trustee and/or a beneficiary;
14. to be liable for all Ruediger Constructions' collection and legal expenses (on a full indemnity basis) with respect to taking any action to preserve and/or enforce Ruediger Constructions' rights under this guarantee and indemnity.

GENERAL:

- "I", and "We" and "us" means each of the Guarantors jointly and severally.
- The invalidity or unenforceability of any provision of this guarantee and indemnity shall not affect the validity or enforceability of the remaining provisions.

I/We have read and understood this document and have been given an opportunity to seek independent legal advice prior to signing it.

Signed as a Deed

Guarantor Name (print)	Signature	Date
Witness Name (print)	Signature	Date
Guarantor Name (print)	Signature	Date
Witness Name (print)	Signature	Date

PRIVACY & CREDIT REPORTING DISCLOSURE & CONSENT FORM

OVERVIEW

Ruediger Constructions Pty Ltd ACN 600 439 585 trading as Ruediger Prefab ABN 34 600 439 585 ("Ruediger Constructions") collects information about you for the purposes set out in our Privacy Policy and our Credit Reporting Policy. Both of these policies may be located at www.rcpl.com.au. A hardcopy of these policies can also be provided to you free of charge, upon your request.

The **Privacy Policy** sets out: the personal information Ruediger Constructions collects; how Ruediger Constructions collects and uses this information; how you may access or correct it; and how you may make a complaint in respect of Ruediger Constructions' management of the information.

The **Credit Reporting Policy** sets out: the types of credit related personal information Ruediger Constructions collects; how it is collected, why it is collected; how Ruediger Constructions may use and disclose the credit related personal information, including the credit reporting bodies to which Ruediger Constructions is likely to disclose your credit related personal information to; and how a complaint may be made in respect of Ruediger Constructions' management of the credit related personal information.

AUTHORISATION

By signing below you authorise us to collect, handle, use, disclose and otherwise deal with your personal information (including credit related personal information) in accordance with the terms of our Privacy Policy, our Credit Reporting Policy and in accordance with Australia's privacy laws.

Print Name & Address of Applicant No.1:

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Signature of Applicant No.1 _____ Date / /

Print Name & Address of Applicant No.2:

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Signature of Applicant No.2 _____ Date / /

Print Name & Address of Guarantor No.1:

.....

Signature of Guarantor No.1 _____ Date / /

Print Name & Address of Guarantor No.2:

.....

Signature of Guarantor No.2 _____ Date / /