## SHL MESH DISTRIBUTORS PTY. LTD.

Unit 5 / 32-36 Dunheved Circuit St Marys NSW 2760 Australia Tel: 61 2 9311 3844 Fax: 61 2 9311 3866 Email: <u>johnw@shlmesh.com.au</u> ABN 37 635 981 190 Mob: 0413 735 976

### APPLICATION FOR CREDIT

(Please print or type and return to the above address)

Registered Company & Trading Name (Complete details required)

Post Code Post Code Director's Name Address Post Code Post Code
Post Code Post Code Post Code Director's Name Address Post Code
Post Code Director's Name Address Post Code
Post Code Director's Name Address Post Code
Address Post Code
Post Code
Branch
Aanager
Accounts Contact
Purchasing Officer
s Trade)
Tel:
Tel:
Tel:
n. credit order \$200 (SYD metro) / \$400 (all other areas
Newcastle, Gosford, Wollongong, Canberra & ly your carrier details:-
Tel:

PLEASE READ AND SIGN THE TRADING TERMS AND CONDITIONS NEXT PAGE.

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#### **TRADING TERMS:**

- 1. IT IS OUR POLICY TO WITHHOLD SUPPLY OF GOODS ON OVERDUE ACCOUNTS.
- 2. Trading terms are Strictly Nett 30 days. All payments due and payable 30 days from invoice date.
- **3.** SHL MESH DISTRIBUTORS PTY. LTD. reserves the right to change prices and specification without notice.
- **4.** Claims for damage and shortages **must** be made directly to SHL MESH DISTRIBUTORS PTY. LTD. within 7 days of delivery. All other claims will not be accepted.
- 5. Orders below <u>minimum order value</u> will incur a delivery/administration charge.

## SHL MESH DISTRIBUTORS PTY. LTD. ("the Seller") REQUIRES YOUR AGREEMENT TO A ROMALPA CLAUSE WHICH STATES...

- 1. Subject to 2, the risks and responsibility for the goods listed on the Seller's invoice ("goods") shall pass to the Buyer on delivery.
- 2. All goods remain the property of the Seller until paid for in full..
- 3. The Buyer shall hold the goods as Bailee for the Seller until payment in full has been received by the Seller. The Buyer must separately store those goods in such a way that makes it clear that they are the property of the Seller.
- 4. In the event that the goods, or any part of them, are sold by the Buyer prior to the Seller receiving payment in full, and whether or not the goods have become constituents of other goods, the proceeds of the sale of the goods shall belong to the Seller, and they shall be received and held by the Buyer in trust for the Seller.
- 5. The Buyer acknowledges and agrees that paragraphs 1 to 4 of this clause create a purchase money security interest in the goods, which the Seller is entitled to register as such under the Personal Property Securities Act 2009 (Cth). The Buyer must sign all documents and take all steps as the Seller may reasonably require in connection with the registration, perfection and enforcement of this purchase money security interest. The Buyer waives its right to be provided with verification statements pursuant to section 157 of the Personal Property Securities Act 2009 (Cth).
- 6. The Buyer and Seller agree not to disclose any third person information referred to in section 275(1) of the Personal Property Securities Act 2009 (Cth) and that this is a confidentiality agreement for the purposes of section 275(6) of the Personal Property Securities Act 2009 (Cth).
- 7. The Buyer must not grant any security interest in the goods to any third party without the written consent of the Seller.

#### **INSOLVENCY EVENT**

If a receiver and manager, liquidator, provisional liquidator or other insolvency administrator is appointed in respect of the Buyer or a scheme of arrangement is proposed or approved in respect of the Buyer or a mortgagee enters in possession of any of the Buyer's assets or an application is made for the winding up of the Buyer (Insolvency Event), then;

- 1. all amounts outstanding by the Buyer to the Seller will immediately become due and payable; and
- 2. the Buyer's right to possession of any goods supplied by the Seller which have not been paid for in full by the Buyer ceases; and
- 3. The Seller will be entitled to recover possession of those goods, without notice, and without prejudice to any of its other rights and remedies, and may enter at any time upon the Buyer's premises by its employees and/or agents for that purpose. If those goods are attached to or incorporated in any other goods, the Seller may (when practical) disconnect them in any way necessary to remove the goods.

#### We, the undersigned, agree to abide by the trading terms and clauses stated above. Signed for and on behalf of the Seller: Signed for and on behalf of the Buyer

Name:	Name:
Position:	Position: