



**DUROTECH INDUSTRIES**  
 14, Essex Street, Minto, NSW 2566  
 Ph: 61 2 9603 11 77 Fax: 62 2 9603 3796  
 Email: [sales@durotechindustries.com.au](mailto:sales@durotechindustries.com.au)  
 Web: [www.durotechindustries.com.au](http://www.durotechindustries.com.au)

## Application for Credit

**Nature of the Applicant Organisation (tick 1 box):**

Sole Trader  Partnership  Company  Trust  Other  : .....

**Name of Applicant(s):** ..... **ABN:**.....

**Trading Name (if different) :** .....

Registered Office/Principal Place of Business:

.....Post code: .....

Delivery Address (if different) : .....

Previous Address Details (if less than 2 years) : .....

Phone number.....Fax: .....

Mobile.....Email: .....

<b>Details of Partners (if Partnership)</b>	<b>Details of Directors (if a Company)</b>
1. Full Name: .....	1. Full Name: .....
Home Address: .....	Home Address: .....
Home Phone: .....	Home Phone: .....
2. Full Name: .....	2. Full Name: .....
Home Address: .....	Home Address: .....
Home Phone: .....	Home Phone: .....

How long have you been in business? Years ..... Months.....

Paid up Capital (if a company): \$.....

Approximate Monthly credit requested: \$.....

**Your Bank Details**

Bank Name.....Branch.....

BSB .....A/c Number.....

Solicitor's Name and Address: .....



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Accountant's Name and Address: .....

**Trade References**

- 1. .... Phone.....Fax.....
- 2. .... Phone.....Fax.....
- 3. .... Phone.....Fax.....

**GUARANTEE** by company directors: if the customer is a company, each Director of that company:

-:Irrevocably and jointly and severally guarantees that the customer will fulfil its obligation to Durotech Industries in relation to all dealing between the customer and Durotech Industries

-:Acknowledges that the validity of this guarantee will not be effected by any act or omission of Durotech Industries

-:Undertakes to execute any further guarantee document which Durotech may require.

**Guarantors Details (if required):**

1.Full Name: .....Occupation: .....

Address: ..... Signature: .....

2.Full Name: .....Occupation: .....

Address: ..... Signature: .....

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act 1988 (cwth), I authorise any person or company to give information as may be required in response to credit inquiries. I have read and understand the GENERAL TERMS AND CONDITIONS OF TRADE (overleaf) of Durotech Industries which form part of, and are intended to be read in conjunction with this Credit Application and agree to be bound by these conditions.

Signed: ..... Date: .....

(Proprietor / Partner / Director / Authorised Signatory) Circle One

Full Name: ..... Position: .....



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### **DUROTECH TERMS AND CONDITIONS OF CONTRACT NO. DTI/792**

#### **1. CONTRACT**

These general terms and conditions of sale form the contract with the customer and the contract does **not include and items or conditions** varying or in addition to those general terms and conditions of sale unless such terms and conditions have been expressly agreed in writing by Durotech. No prior correspondence, discussion or other terms and conditions form part of this contract unless stated in this contract.

#### **2. CANCELLATION**

- (1) The Customer may only cancel this contract with Durotech consent and only on the basis that the customer meets all loss and other cost or expense, including loss of profits, incurred by Durotech as a result of the cancellation of the contract.
- (2) Durotech may suspend delivery, cease manufacturing or cancel the contract if the customer at any time:-
  - a) breaches any items of the contract or any other contract with Durotech.
  - b) commits an act of bankruptcy, resolves to or goes into liquidation, has a receiver or manager appointed, enters into a scheme of arrangement or other composition with its creditors or otherwise become insolvent and unable to pay its debts, or
  - c) refuses or neglects to take delivery of the products described in the contract.

#### **3. PRICE VARIATION**

- (1) Unless otherwise stated in this contract Durotech may vary the price stated in the contract to reflect any change in costs to Durotech after the date of this contract.
- (2) Where a list price applies to products supplied by Durotech under this contract all prices listed:-
  - d) are subject to alteration without notice;
  - e) are applicable to all deliveries on or after the effective date of any alteration
  - f) do not include GST tax or other government impost.

#### **4. VARIATIONS TO SCOPE OF CONTRACT**

The price is based upon:

- (a) the scope of the work as detailed in the information provided by the Customer to Durotech for the purpose of this contract including, where applicable, plans, specifications (including standards and finish), schedules and nominated quantities: and any variations to the scope of the work or delivery arrangements shall be a variation of the contract entitling Durotech to vary the price stated.

#### **5. SPECIFICATIONS**

- (1) Where Durotech manufactures or supplies products according to the Customers specifications the Customer shall provide to Durotech accurate information sufficient to enable Durotech to provide the products specified and the Customer Warrants to Durotech that the information and any products to be manufactured by Durotech under the contract do not breach any copyright, registered design, patent or other right of any third party and the Customer shall indemnify Durotech in relation to any such breach.
- (2) Unless otherwise stated in this contract the products shall be manufactured, finished or installed to a standard determined by Durotech.

#### **6. PAYMENT**

- (1) Time for payment of the amount due to Durotech shall be of the essence in the contract and the amount due includes the price, any variations to the price and any additional charges which Durotech are entitled to make.
- (2) Subject to sub-clause (3) and (4) the Customer shall pay the amount due in accordance with the credit arrangements as agreed by Durotech.
- (3) Where no credit arrangements have been previously agreed by Durotech but credit has been agreed by Durotech as a condition of this particular contract, the Customer shall pay the amount due within the month following the month of invoice.
- (4) Where no credit arrangements have been agreed by Durotech the Customer shall pay the amount due before the first delivery of the products.
- (5) The Customer shall pay interest at the rate of 20% per annum calculated monthly on any amount not paid by the due date.
- (6) Goods may be returned, in good order, within 7days, after this time a re-stocking fee of 10% will be incurred, however freight charges will be payable at cost, on all pickups. No returns will be accepted after 6 weeks.

#### **7. DELIVERY**

- (1) Subject to sub-clause (2) delivery shall be on reasonable notice from the Customer to Durotech and the Customer shall not be relieved from any obligation to accept or pay for products by reason of any delay in delivery.
- (2) Where this contract includes a Delivery Schedule delivery shall be in accordance with the dates and other information contained in such schedule.
- (3) Durotech shall not be liable for failure to deliver or for delay in delivery arising from any cause whatsoever beyond Durotech's control.
- (4) Durotech reserves the right to delivery by installments and failure to deliver any installment shall not entitle the Customer to terminate the contract.

#### **8. TITLE AND RISK**

Title in the products shall pass to the Customer upon payment of the amount due in full together with any interest due. Risk in the products shall pass to the customer upon delivery and, in the event of a site being unattended, the delivery docket/manifest signed by the cartage contractor shall be prima facie evidence of delivery of the products.

#### **9. DEFECTS**

- (1) The Customer shall immediately inspect the products at the point of delivery or collection. Notice of any defects shall be given to Durotech in writing on the delivery docket/receipt/manifest signed by the Customer and immediately return with the cartage contractor.
- (2) Where the point of delivery or collection is unattended, the Customer shall give notice in writing to Durotech within 24 hours from the time of delivery or collection and prior to installation of any defects in the products.
- (3) If notice in accordance with Clauses 9(1) or 9(2) is not given, the products shall be deemed to be in good order and condition and in accordance with the contract and the Customer shall accept the products accordingly.
- (4) Durotech shall have the right to inspect on site any products notified by the Customer as being defective and until such inspection is completed the product shall not be installed.

#### **10. LIMITATION OF LIABILITY**

- (1) If a product is defective and the Customer advises Durotech of that defect in accordance with Clause 9(1) and 9(2) Durotech shall re-supply the product, but Durotech shall not be liable for the removal of any defective products or the re-installation of any products or for any consequential losses or loss of profits.
- (2) Durotech shall not be liable for any loss, damage or injury howsoever arising in connection with or from the use of the products or by method of application:-
  - (3) Any design or description of use, capacity, durability, colour, manner of installation, information, detail contained in drawings, data sheets, technical brochures or other documents provided by Durotech are given as a general guide only and the Customer hereby acknowledges that it has satisfied itself as to the suitability of the products for the Customer's particular purposes, use or application and Durotech shall not be liable in these respects.
  - (4) Other than as expressly provided in this contract Durotech provides no other warranty to the Customer in relation to the products and this contract comprises the whole agreement between the parties.
- (5) Section 68A of the Trade Practices Act, 1974 (The Act) enables Durotech to limit its liability for breach of certain conditions and warrants implied by the Act of the fullest extent of a condition or warranty (other than a condition of warranty implied by section 69 of the Act) is limited to one of the following (selected at the option of Durotech):-

- (a) the replacement of the products: or
- (b) the repair of the products,

Unless the Customer is able to establish the matters set forth in sub-section 68A (2) of the Act.

**11. LIEN**

The Customer agrees that Durotech has a lien over any products supplied by Durotech under this contract for the price payable or any other amount due by the Customer to Durotech and in the event of default in payment by the Customer, Durotech may sell such products after notice to the Customer and Durotech reserves the right of disposal of the products after delivery of the goods to a carrier or other bailee for the purpose of transmission to the Customer.

**12. AMENDMENTS AND WAIVER**

Durotech shall not be taken to have agreed to any amendment or waiver of any provision of these terms and conditions or of the contract unless the amendment or waiver shall be in writing signed by Durotech. No items and conditions referred by the Customer after the date of this contract shall form part of this contract unless expressly agreed in writing by Durotech.

**13. GOVERNING LAW**

The contract is governed by the law for the time being of the State from which the products are to be supplied.

**14. FORCE MAJEURE**

Durotech shall not be liable for any delay, loss damage or injury arising be reason of any event beyond its control and without limiting the generality of the foregoing such events including industrial disputes, the unavailability of equipment or materials, fire, flood, machinery breakdown, civil disturbance, acts of God or government action.

**15. SUBJECT TO STATUTE**

The contract is subject to the provisions of any statute applicable to it and which may not be varied by the term of the contract. If any provision of the contract is void or unenforceable that provision shall be served and the remaining provisions shall continue with full force and effect.

**16. NOTICES**

All notices given under or in connection with this contract shall be in writing and given or delivered to the recipient at its address specified in this contract or at its registered offices or principal place of business.

**17. CONFIDENTIAL INFORMATION**

If at any time Durotech discloses to the Customer or the Customer become aware of confidential information of Durotech including confidential information relating to products, materials, procedures, tests or equipment, the Customer shall not use the information for any purpose not approved by Durotech and shall not disclose that confidential information to any other person without Durotech's approval.

**18. ASSIGNMENT**

This contract is assignable by the Customer in whole or in part only with Durotech's consent.

**19. PALLETS**

All pallets delivered with the products remain the property of Durotech and shall be returned in good order and conditions to Durotech within 30 days of the date of delivery. Any pallet not returned by the due date shall be paid for by the Customer at a price determined by Durotech.

**20. SAMPLES**

Any sample product or sample colour is provided to indicate only the general nature of the product. Durotech provides no warranty or guarantee that the product supplied under this contract shall correspond in colour, texture or blend with any sample or with any previous or future product supplied.

**21. VALIDITY PERIOD AND ALLOWANCES**

Unless otherwise stated in the offer by Durotech the validity period of the offer is 30 days. Durotech reserves the right to vary the offer to reflect any change in cost to Durotech between the date of offer and the date of contract. Also Durotech reserves the right to vary the price at any time to include the costs of site allowances or changes to industrial conditions.

**22. INSTALLATION OF PRODUCTS**

Where Durotech installs products or provides services according to the Customer's designs, plans, specifications or directions ("the information"), the Customer warrants to Durotech that the information is correct, accurate and sufficient for the specified purpose. Durotech shall not be liable for any loss, damage or injury howsoever arising in connection with the installation of products, as a result of the information supplied by the Customer.

**23. MEASUREMENT AND PAYMENT**

Unless otherwise stated in this contract, the measurement of quantities for the purpose of calculating payments due to Durotech. Shall be on the basis of the quantities shown on the delivery docket ' receipt / manifest.

**24. UNANTICIPATED CONDITIONS**

If during the execution of the work under this contract, Durotech encounters physical conditions on the site or its surrounding which Durotech considers could not reasonably have been anticipated at the date of the offer than:

- (a) Durotech shall advise the Customer of the existence of such changed conditions, and the measures necessary to deal with the conditions, and
- (b) All additional work carried out by Durotech or any loss, damage or expense incurred by Durotech result of the unanticipated conditions shall be at the Customer's expense.

**25. DELAY IN INSTALLATION**

- (1) Unless otherwise stated in this contract the installation of products shall be carried out in accordance with the program of work advised to the Customer by Durotech.
- (2) Where the program of work is delayed or suspended for any reason or cause outside the control of Durotech all additional costs and expenses incurred by Durotech by reason of such delay or suspension, shall be borne and paid for by the Customer.
- (3) Durotech shall not be liable for any loss, damage or expense incurred by the customer arising out of delay or suspension of the work under the contract, howsoever caused.
- (4) The program of work to completion may be revised and re-issued to the Customer from time to time by Durotech.

**26. ACCEPTANCE OF INSTALLATION**

At the completion of any installation work under this contract, Durotech shall notify the Customer within 7 days of such notification, the Customer shall provide to Durotech a list of any items of work which the Customer considers to be outstanding or defective. Durotech shall not be liable for any outstanding work or defects which are not notified in accordance with this Clause or Clause (9).

**27. Version 270307**