



# JAWS BUCKETS & ATTACHMENTS PTY LTD

10 Willingdon Street, Archerfield Brisbane. Qld., Australia. 4108  
P.O. Box 1022 Archerfield Brisbane. Qld., 4108  
Phone: (07) 3277 7499 Fax: (07) 3875 1887 International: + 617 3277 7499  
A.C.N. 010 049 537

## Application for Credit Facilities

Name of Company: \_\_\_\_\_

ABN: \_\_\_\_\_

Trading Name: \_\_\_\_\_

Address of Registered Office: \_\_\_\_\_

Head Office Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Telephone: (*Business hours*) \_\_\_\_\_ Fax: \_\_\_\_\_

(*After hours*) \_\_\_\_\_

Accounts Contact: Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Legal Entity (*indicate as applicable*)

Sole Trader

Partnership

Pty Ltd Co

Limited Co

Date Commenced Trading: \_\_\_\_\_

Principal Activity of Company: \_\_\_\_\_

Name of Company's External Accountants: \_\_\_\_\_

Bank Details: \_\_\_\_\_ Branch: \_\_\_\_\_

Trading Premises: (*indicate as applicable*)

Owned

Rented



**Level of Monthly Credit Required:**                   \$                   .00

**Three Current Trade References:** (do not include bank, finance companies or credit unions)

<b>Company Name</b>	<b>Phone</b>	<b>Monthly Credit</b>

**Particulars of Owner/Partners/Directors**

1. Full Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

2. Full Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Please note – Incomplete Applications may not be processed.

Please read on for our terms and conditions of trading.

# Terms and Conditions of Trading

## Jaws Buckets & Attachments Marketing Pty Ltd

The supply by Jaws Buckets and Attachments Marketing (herein referred to as JBA) of any order shall be subject to the following conditions and in making any such order the customer accepts JBA's offer to trade upon and subject to the following terms and conditions to the exclusion of any inconsistent terms and conditions of the customer's orders.

1. In these conditions "JBA" includes Jaws Buckets and Attachments Pty Ltd (incorporated in Queensland) its servants and any subsidiary or duly appointed agent or contractor. "Customer" includes the person or entity named in the quotation or order and any successor or permitted licensee to assign "Goods" include all relevant documentation and goods sold by JBA.
2. All quotations given by JBA are subject to acceptance by the customer within 30 days of the date of the quotation, unless otherwise specified in the quotation. Prices quoted for all products are subject to variation by JBA after the expiration of any time limit imposed in quotations supplied by JBA. Further prices may be amended by JBA if a significant error of fact can be shown in the original quotation.
3. Drawings, dimensions, weights, capacities, specifications and performances given or included by JBA are approximate only and no warranty is expressed or may be implied by the provision of them and the customer undertakes to check all such drawings, dimensions, weights, capacities, specifications and performances to ensure that they are correct for the customer's purposes.
4. All goods are supplied on the express condition that the goods will be used in accordance with any provided layout drawings, load tables, specifications or published product information brochures.
5. All documentation and price lists supplied by JBA are confidential and shall remain the property of JBA and no part of any such documentation shall be divulged to another party or parties without the prior written consent of JBA.
6. JBA is entitled to rely on the representations and actions of the customer's employees and/or agents as being binding on the customer.
7. JBA shall not in any way be liable for any loss or damage suffered as a result of any delay or failure to effect delivery of goods.
8. All goods shall be at risk of the customer from the time they are placed in the vehicle which is to effect delivery from JBA's premises and the customer has the responsibility at its expense and without recourse to JBA to collect and transport the goods from JBA's premises and to keep the goods insured from the time at which risk passes to the customer.
9. Unless otherwise notified in writing, the customer requests JBA to act as its agent for the purposes of arranging for the transportation of the goods from JBA premises or such other location as the customer directs and for the insurance of the goods while in transit such services being arranged on the customer's behalf and JBA shall be entitled to charge the customer at JBA current charges from time to time, including labour for loading or unloading the goods. Delivery further than the kerb alignment shall be at the customer's request but in all cases the customer shall be liable for any loss or damage or injury caused to or sustained by any person or persons by reason of or arising out of or in any way connect with such entry or delivery and JBA shall at all times be indemnified by the customer in respect of any such liability.
10. Returns will only be accepted in accordance with JBA "Return Policy". Return transport is at the customers expense unless otherwise notified in writing by JBA.
11. Subject to any terms and conditions, warranties and indemnities implied by law which by law cannot be excluded, restricted, limited or modified, JBA shall not be liable for any loss or damage of any kind whatsoever (including injury or death to persons or loss of damage to property) and whether suffered or incurred by the customer or a third person or persons where such loss or damage arises directly or

indirectly from the goods or any information or assistance or other services supplied by JBA including, without limiting the generality of the foregoing any financial loss or damage. The customer shall indemnify and keep indemnified JBA from all losses, claims, actions, demands proceedings, damages, costs, charges and expenses in respect of or in relation to the death or injury to or illness of any person or persons or loss of or damage to property caused by or in connection with or arising out of the use of the goods,, information, assistance or other services or in the employment of any persons in connection therewith. This includes consequential damages or losses.

12. The quantities and description of goods listed on JBA's documentation shall be conclusive evidence of the quantities and condition of the goods actually delivered and received notwithstanding that the customer or his representative have not signed such notes, unless JBA is advised in writing by the customer within 24 hours of the date of the delivery or return.
13. All orders and instructions issued to JBA by the customer or his agents or servants by telephone are to be confirmed in writing to JBA within 3 days.
14. Credit terms are:

Orders under \$100,000 payment is required nett 30 days from presentation of invoice  
Orders over \$100,000 but under \$200,000 progress payments:  
20% on placement of order - 30% on completion - Balance 30 days

Orders over \$200,000 to \$500,000 bank guarantee to Jaws for total amount & progress payments:  
30% on placement of order - 40% on completion - Balance 30 days

The above terms apply unless otherwise agreed in writing. If the customer fails to pay the purchase as aforesaid JBA shall be entitled (without prejudice to any other right):

- (i) To charge interest thereon from the date when due until payment at the rate of 2 per centum (2%) above the maximum overdraft rate of JBA's bankers for the time being in force.
  - (ii) To give the customer written notice that JBA intends to re-take possession of the goods and to re-sell the goods within a stated period being not less than seven (7) days. If the purchaser fails within that period to pay the purchase price (and interest thereon), JBA shall be entitled to re-take possession of the goods and for that purpose where the customer irrevocably licenses JBA to enter upon any premises where the goods may be situated and the customer indemnifies JBA against any action, claim or demand arising out of any act lawfully done by JBA in the exercise of its powers hereunder and to re-sell the goods and shall be released from all obligations under the contract and the customer shall pay to JBA:-
    - (a) Charges for and incidental to the storage and handling of the goods until their delivery under the re-sale;
    - (b) Interest on the purchase price of the goods from the date when due until payment under the re-sale rate of 2 per centum (2%) above the maximum overdraft rate of the JBA's bankers for the time being in force;
    - (c) The amount if any by which purchase price on re-sale is less than the purchase price hereunder;
    - (d) The excess of any expenses incurred by JBA in making delivery under the re-sale over such expenses as would have been incurred by JBA hereunder;
    - (e) JBA's gross profit on the sale to the customer who acknowledges that the re-sale has deprived JBA of probable customer for other like goods;
    - (f) Recover all costs associated with the collection of overdue amounts including buy not limited to
      - (i) agency commissions;
      - (ii) all reasonable disbursements
      - (iii) JBA's own internal costs, together with the original debt.
15. (i) Notwithstanding delivery of the goods or any part thereof as stated hereunder, Title to the ownership of goods does not pass from JBA to the customer until JBA has received payment for goods and that any payment by cheque, note or other negotiable instrument has been duly cleared through JBA's bank account.
  - (ii) The goods are at the customers risk from the occurrence of first in time of any of the following events:-
    - (a) The passing of property to the customer;

- (b) The physical delivery of the goods to the customer;
- (c) The physical delivery to a carrier or other bailee whether named by the customer or not.

16. Should JBA deem it necessary to request a guarantee in relation to the supply of goods, JBA will withhold the supply until the necessary guarantee has been effected.
17. These Terms & Conditions may only be varied by specific written consent of a Director (or his/her authorised delegate) of Jaws Buckets & Attachments Pty Ltd or its successor(s). Any terms which the customer may present which purport to vary these conditions shall not be effective unless so approved under contract between JBA and the customer.
18. Any variations to these Terms & Conditions will be deemed to have been received by the customer if they are forwarded to the last known postal address of the customer. A copy of the most current Terms & Conditions will be forwarded to any customer who has requested it in writing from JBA.
19. These conditions shall be governed and construed by the laws of the State of Queensland, irrespective of where the contact was made and ANY proceedings in respect of any claim matter or thing against JBA shall only be instituted or carried on in the State of Queensland.
20. The customer may have rights under a statutory warranty, term or condition arising under the Trade Practices Act, or under any other relevant State or Federal law which may not be lawfully excluded by agreement of the parties and accordingly such statutory warranty, term or condition shall apply without exclusion or variation by the foregoing.
21. The customer shall notify JBA within 24 hours of the failure or breakdown of any of the goods, including situations where negligent use of the goods by the customer has led to the failure. JBA implies and accepts no responsibility for the operation or effectiveness of any system, design or plan in which its products are placed.
22. The customer shall not attempt to repair the goods without prior written approval of JBA. (Refer JBA Warranty Terms & Conditions).
23. Any customer supplying JBA any free issue components, including Ground Engaging Tools for installation on their behalf to any JBA product under manufacture by JBA, acknowledges that whilst all care and diligence is undertaken by JBA and its employees, including acceptable standards of industry workmanship [AS 1554]. JBA accepts no responsibility whatsoever for any failure or loss of subject components, and no warranty is given or implied in respect to any free issue customer supplied components. Action arising from the loss or failure of any free issue customer supplied components of whatever nature, other than under conditions already stated above and whether approved by JBA or not for use and installation in any JBA product, is the sole responsibility of the supplier of the component or the original manufacturer of the component. [Refer JBA warranty policy]. The customer also acknowledges that, whether notified in writing or not, is deemed to have read and accepted JBA terms and conditions of trade as stated in both Quotation and Sales Order Acknowledgement Forms issued by JBA to the customer during the commercial course of the transactions. GET installation, including any welded Adaptor component is subject to adherence by JBA to its nominated welding installation procedures as stated under its Quality Assurance Policy Certificate No. SGS 387/95, section SP4.9 / 4.10 i.e. welding/testing/inspection procedures.
24. Should a form of packaging other than that normally used by JBA be specified additional charges will be made.

**Return Policy**

1. Any saleable goods being returned for credit will incur a 10% handling fee. Credit will only be given if the goods are in as new condition, and they are returned within one month of original purchase.
2. Returns will only be accepted in accordance with JBA's Return Policy. Return transport will be provided on the same terms as set out in Clause 10.
3. Non stock items manufactured or indented to customer order supplied ex works JBA are not returnable.

1. The Applicant certifies that all information is true and correct and accepts the above terms and conditions.
2. Jaws Buckets and Attachments may require provision of guarantees before approving this application.

**Applicants signature:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_ .

**Guarantee**

To: Jaws Buckets and Attachments Marketing Pty Ltd (incorporated in Queensland)  
In consideration of your having at my request agreed to supply to:

**(Company):** \_\_\_\_\_ of

**(address):** \_\_\_\_\_

(hereinafter called the 'debtor') with goods and/or services from time to time I hereby jointly and severally agree with you as follows:

1. To guarantee to your the payment by the debtor for all goods and/or services as you may have hitherto supplied or as you may supply from time to time at its request and notwithstanding that I shall not have notice of any neglect or omission on the debtor's part to pay for such goods an/or services according to the terms agreed on between you and it.
2. This guarantee shall be a continuing guarantee to you for the whole of the debtor's indebtedness of liability to you in respect of goods and/or services supplied or to be supplied to the debtor as aforesaid or upon any other account however arising, including interest on overdue accounts and costs on a solicitor and own client basis of any attempt or attempts to recover from the debtor or any guarantor or by successful or not and whether frustrated by the debtor or guarantor or by operation a law and including the costs of entering and removing caveats and/or injunctions.
3. You shall be at liberty without discharging it from liability hereunder to grant time or other indulgence to the debtor in respect of the goods and/or services supplied by you to debtor as aforesaid and to accept payment from the debtor in cash or by means of negotiable instruments and to treat the debtor in all respect as though it were jointly and severally liable with its debtors to you instead on being merely sureties for the debtor and in order to give full effect to the provisions of this guarantee. I hereby waive and each of us hereby waive all rights inconsistent with such provision and which we might otherwise as sureties be entitled to claim and enforce.
4. You may at any time or times at your discretion and without giving any notice whatsoever to it refuse further credit or supplies of goods and/or service to the debtor and grant to the debtor or to any drawers acceptors or endorsers of bills of exchange promissory notes or other securities received by you from the debtor may be liable to you at any time or other indulgences and compound with the debtor or them respectively without discharging or impairing its liability under this guarantee.

5. This guarantee shall be enforceable against it jointly and each of us severally notwithstanding that any negotiable or/other securities referred to herein or to which it shall relate or be applicable shall at the time of proceedings being taken against it or other of it by this guarantee by outstanding or in circulation and secure payment to you of any amounts outstanding whether debt, interest or costs. I charge all my property both real and personal present and future with the amount of my indebtedness until discharged; such indebtedness to include all matters referred to in clause 2 hereof and I hereby appoint as my duly constituted attorney your company secretary from time to time to execute in my name and as my act and deed the consent to any caveat you may choose to lodge against my real property in any titles office in Queensland and it is expressly declared that notwithstanding the fact that this instrument of guarantee maybe intended to be executed or expressed to be executed and given by more than one person the same shall, in fact, be a valid and effectual instrument of guarantee binding against such person or persons as shall execute the same forthwith upon their execution and shall continue to by binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
6. This guarantee shall remain in force as to future transactions until determined by one calendar month's notice in writing given by me (or in case of death of my personal representative) which shall be dealt personally with the Secretary for the time being by Jaws Buckets and Attachments Marketing its registered office in the State of Queensland.
7. Where herein works importing the singular number of plural number shall be construed as including the plural number and singular number respectively.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 .

Full Name of 1st Guarantor: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Full Name of 2nd Guarantor: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Full Name of Witness: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

**Note: All guarantors and witness fields must be filled in full.**

**Confidential**  
(OFFICE USE ONLY)

Bank	Account No:			
Ag Report:				
Ref:	/Age of A/c	Limit Mth. Pur	/Age of Debt	Legal
1.				
2.				
3.				
4.				
<b>Company or Firm Search Done?</b>		<b>P.G. Held?</b>	<b>Limit</b>	
Yes/No		Yes/No	\$	
<i>Processed By:</i>		<i>Date: / /199</i>		
_____		<i>Recommended:</i> <i>Pass/Decline</i>		
<i>Approved By:</i>		<i>Date: / /199</i>		
_____		<i>Recommended:</i> <i>Pass/Decline</i>		
<i>Comments:</i> _____				
_____				
<i>Area:</i>		<i>Representative:</i>		
<i>Representative Comments:</i>				