



**INSULATION  
INDUSTRIES**

ABN 69 167 301 957

119 Broadmeadow Rd  
Broadmeadow NSW 2292  
T 024910 8000  
F 024962 2132  
E sales@insind.com.au  
W www.insind.com.au

OFFICE USE ONLY

CUSTOMER TYPE:

.....

CREDIT LIMIT APPROVED:

.....

Insind Pty Limited (ABN 69 167 301 957) trading as Insulation Industries

# APPLICATION FOR 30 DAY COMMERCIAL CREDIT ACCOUNT

Date of Application

## Applicant Details

Please return the completed Credit Application and Guarantee via one of the following options:

1. Take the form to our office
2. Post the document to 119 Broadmeadow Road, BROADMEADOW, NSW 2292
3. Email to accounts@insind.com.au

### Business contact information

Business Trading Name:		ABN:	
Business Entity Name:		("The Customer")	
Contact name:			
Phone:		E-mail:	
Address:			
City:		State:	Postcode:
In business since:		Credit Limit Requested:	
Type of Business/Industry:		Annual Turnover:	
Sole trader:	Partnership	Company:	Other

### Accounts contact:

Contact name:	
Telephone:	E-mail:

### Director/Owner Information:

Name:	Name:
Phone:	Phone:
Name:	Name:
Phone:	Phone:

### Business/trade references

<b>Company name:</b>	<b>Company name:</b>
Contact name:	Contact name:
Avg. monthly purchases:	Avg. monthly purchases:
Phone:	Phone:
Email:	Email:

### Payment Options

#### *Direct bank credit*

Bank Branch NAB Newcastle Business Banking  
BSB: 082-748  
Account no.: 844807920  
Account name: Insind Pty Limited  
Please email your remittance advice to  
[accounts@insind.com.au](mailto:accounts@insind.com.au)

#### *Credit Card*

Visa / MasterCard are accepted.  
Please note a 1% surcharge applies.  
(American Express and Diners Club not accepted)

Please call our office on (02) 4910 8000

Privacy Act 1988. Personal information about any person named in this application may be used by Insulation Industries to investigate, assess and process the Application for a Commercial Credit Account (including investigating the person or business entity's credit worthiness). Information provided in this application may be disclosed to our bankers, other credit providers or a credit reporting agency ("sources"). Insulation Industries may collect information about the person or entity from these sources, for the purpose stated above. If the information sought is not provided, Insulation Industries may be unable to process this Application for a Commercial Credit Account. Insulation Industries are bound by the national privacy principles contained in the Commonwealth Privacy Act. Please notify Insulation Industries if any of the information provided in this application changes. It is the responsibility of the person signing this application to ensure that the relevant parties are made aware of the uses that the Supplier may make of their information.

## Trading terms are 30 days – payment is required by the last working day of the month after the month of invoice.

I hereby certify that the information provided on this form is true and correct. I have read, understood and agree to the Supplier's TERMS AND CONDITIONS OF TRADE. I am an authorised representative of the Customer and have authority to bind the Customer in this agreement. I consent to Information provided in this application being disclosed to the Supplier's bankers, other credit providers or a credit reporting agency.

Signed \_\_\_\_\_

Name (print) \_\_\_\_\_

Position / title \_\_\_\_\_

Date \_\_\_\_\_

## GUARANTEE, INDEMNITY AND CHARGE

### WARNING: THIS IS A VERY IMPORTANT DOCUMENT.

It means you may have to pay the Supplier, if the Applicant does not meet its obligations under the Terms & Conditions of Sale. You will become personally liable if the Applicant fails to pay any monies owing to the Suppliers as referred to in the Application for 30 Day Commercial Credit Account.

### By signing this document I confirm that:

1. I have read the Guarantee, Indemnity and Charge clause contained below carefully
2. I know that it means I may be personally required to pay a debt incurred by the Customer and indemnify the Supplier;
3. I have not signed this document under any form of duress or pressure from any person;
4. I am not purporting to act as a trustee or as agent for any other person;
5. I have been given the opportunity of obtaining legal and/or financial advice and have either taken such advice or I have decided not to obtain such advice despite the Supplier pointing out that this may be done; and
6. I know that it is my responsibility to find out whether the Customer will be able to pay the guaranteed money, whether the Customer will be able to comply with its obligations under the Terms and Conditions of Trade, and to make sure my interests are protected. I have made my own enquiries, I have not relied on the Supplier to give me information about the Customer or anything else. I have not relied on anything told to me by the Supplier about the Customer or anything else.

### This document is executed as a deed and is signed, sealed and delivered by each Guarantor

I/We jointly and severally guarantee to and indemnify the Supplier, unconditionally and irrevocably by way of continuing guarantee and indemnity that I/we will be liable with the Customer to the Supplier for the due observance of all conditions expressed in the Terms as well as the due payment by the Customer of all monies payable by it under this or any past or future sale and the due performance of the conditions thereof and for all costs and expenses incurred in connection with, in respect of, or arising out of attempts to recover monies owing to the Supplier by the Customer. The granting of any concession or the making of any composition with, or the waiver of any default by the Supplier or the forbearance of the Supplier to enforce any condition or the release of one or more of the guarantors will not discharge this guarantee which includes an obligation to pay the Supplier a sum equal to any other payment to the Supplier which may be set aside under any insolvency law. If any Term is not enforceable for any reason, I/we agree to indemnify the Supplier against all monies which would have been recoverable from the Customer had that Term been fully enforceable.

The Applicant	Company name	ABN	Date
---------------	--------------	-----	------

1<sup>st</sup> Guarantor  
Name: \_\_\_\_\_

1<sup>st</sup> Guarantor  
Signature: \_\_\_\_\_

2<sup>nd</sup> Guarantor  
Name: \_\_\_\_\_

2<sup>nd</sup> Guarantor  
Signature: \_\_\_\_\_

## Terms and Conditions of Trade (“Terms”)

These Terms apply to all supplies of goods and services by Insind Pty Limited trading as “Insulation Industries” (“the **Supplier**”).

1. The agreed trading terms are 30 days. Payment is due 30 days from date of invoice end of month.
2. The Customer indemnifies the Supplier against all;
  - a. losses, damages, liabilities, claims and expenses incurred by the Supplier, arising out of or in connection with any death or injury to persons, or any loss or damage to the real or personal property of the Supplier or a third party, caused by any act or omission of the Customer or its employees, agents or contractors; and
  - b. legal costs incurred by the Supplier (including, but not limited to, costs of mercantile agents) in respect of this application, agreements, personal guarantees, securities given, or other documentation required whilst credit is being offered
3. The Supplier may withdraw credit facilities to the Customer at any time without notice. Without limiting the Supplier’s right to withdraw credit, the Supplier may, at any time, cease supply and place the account on hold if the Customer is in breach (or threatened breach) of any of these Terms.
4. If any of the information supplied by the Customer in this application changes or the structure of the Customer’s business alters (such as a conversion to or from a company or trust or the appointment of new directors), the Customer must notify the Supplier in writing. Until a new application form is signed and approved in writing by the Supplier, then the original application and those person(s) who signed as guarantor(s) remain liable to the Supplier as though all goods and services were supplied to the original Customer.
5. The Supplier is entitled, at any time, to transmit, transfer, novate or assign its rights under these Terms (including any personal guarantees) to its successors, nominated transferees, novatees or assigns. These Terms of Trade remain valid despite any such transmission, transfer, novation or assignment.
6. CAVEATABLE INTEREST CLAUSE: In consideration for the provision of credit to the Customer by the Supplier, the Customer and its Director(s)/Proprietor(s)/ Partners/Individual(s) (**Personal Guarantors**) hereby charge all their right, title and interest (if any) in any and all property(ies) now owned or partly owned or may in the future become owned, solely or jointly by the said Customer and/or the Personal Guarantors in favour of the Supplier, to better secure the monies outstanding and the due and punctual observance and performance of all the obligations of the Customer hereunder. The Customer acknowledges that the Supplier may at its discretion, register a caveat on such property (or properties) in respect of the interest conferred on it under this clause.
7. RETENTION OF TITLE: Until ALL INVOICES are paid in full, and ALL MONIES receipted and cleared, ownership of the goods remains with the Supplier, but the risk passes to the Customer on delivery (whereupon the Customer must insure the goods for their full replacement value). If the Customer sells the goods to a third party before paying the Supplier, then the Customer hereby assigns to the Supplier its right of recovery of payment from the third party. The money(ies) resulting from the sale of the goods by the Customer are to be specifically earmarked and placed in a separate account on trust for the Supplier, until payment in full is made to the Supplier for the cost of the goods. If the Customer fails to pay for the goods in accordance with these Terms, then the Customer grants to the Supplier a right of entry to any or all properties under the Customer’s control, where the goods are reasonably expected to be stored. The Customer indemnifies and saves harmless the Supplier, its servants and agents in relation to loss or damage as a result of the retaking (or attempted retaking) of possession of the goods.
8. PERSONAL PROPERTY SECURITIES ACT 2009 (“the **Act**”). The Supplier reserves its right to register the security interest created by the retention of title in these Terms pursuant to the Act. The Customer consents to such registration to perfect the Supplier’s interest as a purchase money security interest.
9. WARRANTIES: All goods sold carry only such warranty against defects, if any, as is furnished by the manufacturer thereof. The Supplier’s installation and or labour warranty against defects (if any) is as provided for in the Supplier’s quotes. Provisions of the *Competition and Consumer Act 2010 (Cth)* (as amended) and other statutes from time to time in force cannot be excluded, restricted or modified or can only be restricted or modified to a limited extent. The Terms must be read and construed subject to any such statutory provisions. If any such statutory provisions apply, then to the extent to which Supplier is entitled to do so, its liability under those statutory warranty provisions will be limited, at its option, to the:
  - a. replacement of the Goods or the supply of equivalent Goods;
  - b. repair of the Goods;
  - c. payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
  - d. payment of the cost of having the Goods repaired.
10. DAMAGES: The Supplier is not liable to the Customer (whether for breach of contract, in negligence, pursuant to an indemnity, or under any other theory of law or equity) for any amount greater than the sale price of the goods supplied. The Supplier is not liable to the Customer for any consequential, indirect, special, or punitive loss or damage.
11. DELIVERY: The Customer acknowledges that all despatch and delivery times provided by the Supplier are estimates only and not guarantees. The failure of the Supplier to deliver goods on time does not entitle the Customer to claim for any loss or damage, cancel, rescind, terminate or treat this contract as repudiated.

12. **PRICE VARIATION:** If there is any variation in the amount or type of goods sold, the delivery instructions or any other item or matter on which the price is based, the Supplier reserves the right to revise and amend the price accordingly. The price of the goods may also be adjusted by Supplier to take into account; variations in the cost to the Supplier arising from alteration or adjustment to the goods requested by the Customer, delays in manufacture or delivery, variation in government charges and statutory fees, labour costs, and any variation to exchange rates relevant to the calculation of the price and which occur after the date of the quote.
13. **DESIGN LIABILITY:** The Supplier is not responsible for the design of the works or services and does not warrant, and will be deemed not to assume any duty of care or liability in relation to, the accuracy or the completeness of any design. For the avoidance of doubt the Customer is wholly responsible for satisfying itself as to the completeness, accuracy and suitability of the design of all relevant parts of the works.
14. **INSURANCE: NO INSURANCE IS PROVIDED BY THE SUPPLIER.** The Customer expressly acknowledges that insurance of all goods is the responsibility of the Customer upon delivery to the Customer.
15. **JURISDICTION:** The Customer acknowledges that these Terms are governed by the Laws of the State of New South Wales, and the Customer hereby agrees to submit to the non-exclusive jurisdiction of the Courts of that State.
16. **CHANGES TO TERMS:** The Supplier may amend these Terms at any time by 30 days' written notice to the Customer. Such notice may be provided by publication on the Supplier's website. If the Customer does not agree with the notified changes, the Customer must notify the Supplier of its intention to cancel the contract within the 30 days. If the Customer places orders or accepts delivery of goods after the expiry of the 30-day notice period, they will be deemed to have accepted the amended Terms.
17. **SECURITY OF PAYMENT:** The Customer acknowledges and agrees that each invoice issued by Supplier to the Customer is intended to be a payment claim under the relevant building and construction industry security of payment legislation of the state or territory in which the goods and/or services were supplied. For the purposes of section 17(3)(b) of the Building and Construction Industry Security of Payment Act 1999 (NSW) the Supplier nominates Adjudicate Today.
18. **TERMINATION OF CONTRACT:** The Supplier may terminate this contract immediately, or any part of it, by giving written notice to the Customer if the Customer:
- commits a material breach of the contract which is not remedied to Supplier's satisfaction within seven (7) days of written notice from Supplier; or
  - fails to take delivery of the goods, which is not remedied within twenty-four (24) hours after receipt of written notice from Supplier; or
  - is the subject of an insolvency event.
- Supplier can terminate the contract for its convenience by giving 14 days' prior written notice to the Customer. Supplier is not liable to the Customer for any loss or damage whatsoever arising from such termination.
- If no goods and/or services have been supplied to the Customer before receipt of a termination for convenience notice, Supplier will refund any deposit paid.
19. **SUBCONTRACTING:** The Customer cannot assign, novate or transfer, the contract or any payment, obligation, right, benefit or interest it has under the contract without the prior written consent of Supplier. Supplier may subcontract any part of its obligations under this contract without the consent of the Customer.
20. **INTELLECTUAL PROPERTY:** Nothing in these Terms varies the ownership of existing intellectual property rights in the goods and/or services supplied. As far as it can do so, Supplier licenses to the Customer its pre-existing intellectual property rights to the extent necessary to enable the Customer to operate or use the goods or the services. The licence created by this clause is world-wide, non-transferrable, non-exclusive, irrevocable and royalty-free. Ownership of all intellectual property coming into existence or discovered as a result of, for the purposes of or in connection with, the supply of the goods and/or services vests in, and will be the property of Supplier.
21. **FORCE MAJEURE:** If Supplier is prevented either directly or indirectly from performing any of its obligations under the contract by reason of Force Majeure, it may, by notice to the Customer, either extend the time for delivery, or terminate the contract, and the Customer will have no claim against Supplier for damages or any other remedy. For the purposes of this clause, Force Majeure means an act of God, war, pandemic, fire, strike, lockout, trade or industrial dispute, government action, transport delays, accidents, breakdown of plant or machinery, or any other cause beyond Supplier's reasonable control.
22. **VARIATION:** The Customer may request the Supplier to provide additional services or vary the services. If the Supplier agrees to provide the additional services, or variations to the services, the Supplier will be entitled to an adjustment to the price, determined as follows:
- if the parties have agreed on the amount of the adjustment, the agreed amount;
  - otherwise, a reasonable adjustment as determined by Supplier, having regard, where appropriate to any rates in the contract.
- Where anything occurs, which would change the nature or scope of the services to be provided, or which would increase the cost, directly or indirectly of the Supplier performing its obligations under this contract, then the Supplier is entitled to increase the price for the services as if the event was a variation under this clause.
23. **EXTENSION OF TIME:** If the Supplier considers that it has been or is likely to be delayed in performing the services or supplying the goods (including as a result of a variation request under clause 22), the Supplier may give the Customer written notice of the delay including details of the nature, cause and (if ascertainable) the likely extent of the delay (Delay Notice). Upon the Customer's receipt of the Delay Notice, the date for delivery of the goods or completion of the services is extended by the period set out in the Delay Notice.