

CATENE D'ITALIA PTY LTD

CREDIT APPLICATION AND TERMS OF TRADE

Please complete and return all pages by fax to 08 83453022

1. CUSTOMER DETAILS

1.1 Trading Name:	Telephone:
1.2 Business Address:	Fax:
Email address:	Post Code:
1.3 Postal Address:	Post Code:
1.4 Contact Names: Purchasing Officer:	Accounts Payable Officer:

2. CUSTOMER INFORMATION

2.1 ABN Number:	Date of Commencement of Business:
2.2 If Company:-	
2.2.1 Name:	
2.2.2 A.C.N.:	Date of Incorporation: State of Incorporation:
2.2.3 Registered Office Address:	
.....	
2.2.4 If Trustee of Trust: Name:	Date of Commencement:

3. PROPRIETORS/DIRECTORS DETAILS

Full Name(s) and address(es) of sole trader, partners, directors

3.1 Full Name:.....	Address:.....	Telephone:
3.2 Full Name:.....	Address:.....	Telephone:
3.3 Full Name:.....	Address:.....	Telephone:
3.4 Full Name:.....	Address:.....	Telephone:

4. TRADE REFERENCES

	<u>Company</u>	<u>Suburb</u>	<u>State</u>	<u>Ave.Monthly Value</u>	<u>Contact</u>	<u>Fax</u>
4.1
4.2
4.3

5. CREDIT LIMIT AND PERIOD

5.1 Monthly Credit Limit required: \$	
5.2 Credit Period:	days after an invoice is issued to the Customer by Catene d'Italia

6. APPLICATION FOR CREDIT

6.1 The Customer and each of the persons whose signatures appear below (in whatever capacity) apply for Catene d'Italia to open a Credit Account in the name of the Customer and to supply Goods to the Customer. The Customer and each of the persons whose signatures appear below (in whatever capacity) have read, understood and agree to be bound by the Terms and Conditions of Sale overleaf.

6.2 Signing by the Customer:
Signature of Authorised Representative of Customer: Date:
Print Authorised Signatory's Name: Position:

6.3 Signing by ALL proprietors, partners and directors (as the case may be):

(a) Signature:	Print Full Name:	Date:	Capacity:
(b) Signature:	Print Full Name:	Date:	Capacity:
(c) Signature:	Print Full Name:	Date:	Capacity:
(d) Signature:	Print Full Name:	Date:	Capacity:

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

'Catene d'Italia' means Catene d'Italia (Australia) Pty Ltd A.C.N. 007 010 602.

'Customer' means the customer identified overleaf.

'Contract' means all contracts entered into between Catene d'Italia and the Customer.

'Credit Period' means the period indicated overleaf as the credit period.

'Goods' means the goods and/or the services the subject of the Contract.

2. These Terms and Conditions of Sale shall apply to all Contracts for the supply of Goods by Catene d'Italia to the Customer.

3. PAYMENT

3.1 Payment shall be made by the Customer within the Credit Period.

3.2 Interest will be charged on overdue amounts of the rate of 2% per month.

3.3 Legal costs of recovery of any overdue amounts shall be recoverable by Catene d'Italia as a debt due by the Customer.

4. DELIVERY AND RISK

4.1 Delivery shall be made by Catene d'Italia at the Customer's expense (unless otherwise agreed to by Catene d'Italia) to the Customer's premises or in accordance with the Customer's written instructions by such transport at Catene d'Italia's discretion.

4.2 Claims will only be considered if made within 24 hours of delivery and the Customer shall be responsible for checking the Goods on delivery.

4.3 Risk shall pass to the Customer on delivery of the Goods notwithstanding that property shall remain with Catene d'Italia.

4.4 Insurance against all risks whatsoever shall be maintained by the Customer from delivery.

5. PROPERTY IN GOODS

5.1 Property in Goods will not pass to the Customer until payment in full has been made by the Customer to Catene d'Italia for all Goods delivered to the Customer by Catene d'Italia.

Until payment has been made in full and property passes in accordance with 5.1:-

5.2 Bailee and Storage: The Customer shall hold all Goods as bailee and as a fiduciary for Catene d'Italia and shall securely store the same separately from the Customer's other goods so as to clearly identify the Goods as Catene d'Italia's.

5.3 Disposal of Goods: The Customer is authorised to sell the Goods but shall hold the book debt and the proceeds of sale on trust for Catene d'Italia and shall account to Catene d'Italia for any overdue amount from the proceeds thereof, and at the request of Catene d'Italia assign the book debt arising from such sale to Catene d'Italia.

5.4 Repossession of Goods: Catene d'Italia shall be entitled to require the Customer to return the Goods failing which Catene d'Italia is irrevocably authorised to enter the Customer's premises to repossess the Goods without notice on the occurrence of any of the following events:-

5.4.1 the Customer fails to make payment of any amount outstanding within the Credit Period,

5.4.2 the Customer commits an act of bankruptcy or is declared insolvent or, if a company, proceedings are issued to wind-up the Customer or the Customer is placed under official management or a receiver is appointed over the Customer's property or undertaking, or

5.4.3 the Customer enters into some arrangement or assignment for the benefit of creditors.

6. CUSTOMER'S GOODS

6.1 If any goods are supplied by the Customer to Catene d'Italia for cutting, moulding, designing or re-designing or other processing and such goods are lost or destroyed Catene d'Italia's liability to the Customer shall be limited to replacement of such goods or the amount of an insurance recovery in respect of such goods.

6.2 Catene d'Italia is entitled to claim a general lien on all goods belonging to the Customer in the possession of Catene d'Italia for all amounts owing to Catene d'Italia by the Customer.

7. WARRANTY AND DAMAGES

7.1 Standard Warranty imposed by statute law only applies with all other conditions, warranties and representations on the part of Catene d'Italia expressly excluded.

7.2 Damages for breach of any warranty shall be limited to replacement or repair of the Goods or the cost of same only, at Catene d'Italia's discretion, and shall not extend to any consequential damages whatsoever.

8. ACKNOWLEDGEMENT OF TERMS AND CONDITIONS OF SALE AND PRIVACY ACT AUTHORISATION

Each of the persons whose signatures appear overleaf (in whatever capacity) AUTHORISE AND ACKNOWLEDGE:

8.1 the Customer to make this Credit Application and have each read, understood and agree to be bound by all the Terms and Conditions of Sale,

8.2 that items of personal information contained in this Credit Application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency.

8.3 in accordance with paragraphs (b), (e) and (h) of s.18K(1) and/or s.18L(4) of the Privacy Act 1988, that disclosure by a credit reporting agency and/or use by Catene d'Italia of the relevant information referred to in those sections may occur for the purposes of assessing this Credit Application.

8.4 Catene d'Italia may supply information about the credit worthiness of the Customer and of each person whose signature appears overleaf to other credit providers and authorises the Trade References (identified overleaf) to provide Catene d'Italia with information about the credit worthiness of the Customer and of each person whose signature appears overleaf.

8.5 that the Customer and each person whose signature appears overleaf have been advised to and have had the opportunity to seek independent legal advice in respect of the implications of this Credit Application and Terms and Conditions of Sale.

THE GUARANTORS

1.	Full Name of Guarantor:.....
	Address of Guarantor:
	Signature of Guarantor: Date:
2.	Full Name of Guarantor:.....
	Address of Guarantor:
	Signature of Guarantor: Date:
3.	Full Name of Guarantor:.....
	Address of Guarantor:
	Signature of Guarantor: Date:
4.	Full Name of Guarantor:.....
	Address of Guarantor:
	Signature of Guarantor: Date:

GUARANTEE AND INDEMNITY

In consideration of the agreement of Catene d'Italia (Australia) Pty Ltd A.C.N. 007 010 602 ("Catene d'Italia") at our request to supply or continue to supply goods from time to time on credit to the customer identified below ("Customer") the person(s) listed below as guarantor(s) (jointly and severally with each of their executors administrators and assigns called "the Guarantors") hereby guarantee to Catene d'Italia the due and punctual payment of all monies interest and charges which are now or may hereinafter become payable by the Customer to Catene d'Italia and the Guarantors agree to indemnify and keep indemnified Catene d'Italia from and against all losses, damages, costs and expenses suffered or incurred by reason of any breach or failure by the Customer.

THE GUARANTORS AGREE with Catene d'Italia:

1. This Guarantee and Indemnity shall be a continuing Guarantee and shall not be prejudiced or affected by:
 - 1.1 Any other guarantee or any security or instrument, negotiable or otherwise which Catene d'Italia may now or hereafter hold in respect of any moneys hereby guaranteed, or any judgement obtained by Catene d'Italia, or any release, discharge, surrender or modification of or dealing with any such guarantee, security, instrument or judgement.
 - 1.2 Any arrangement with or release of the Customer or any other guarantor or person by Catene d'Italia or by operation of law, whether the consent of the Guarantors shall have been obtained, or notice thereof given to the Guarantors or not; or any omission or delay on the part of Catene d'Italia.
 - 1.3 The fact that the moneys payable by the Customer or any part thereof may cease to be recoverable from the Customer or from any other guarantor or person or for any other reason than that the same have been paid, and to such extent as may be necessary to give effect to this sub-clause this Guarantee shall be treated as an indemnity.
 - 1.4 The death, bankruptcy, receivership or liquidation of the Customer, or the assent of Catene d'Italia to any composition, arrangement or scheme in respect of the Customer or the acceptance by Catene d'Italia of any dividend or sum of money thereunder.
 - 1.5 The failure of any other person named as a party hereto to execute this Guarantee and Indemnity.
 - 1.6 Any variation of the terms upon which the goods are supplied to the Customer and/or paid for by the Customer.
 - 1.7 Any claim the Customer may have against Catene d'Italia.
 - 1.8 Any act or omission by Catene d'Italia which may result in prejudice to the Guarantors.
 - 1.9 Any payment to Catene d'Italia by the Customer which is later avoided by the application of any statutory provision.
 - 1.10 The death of any of the Guarantors.
2. Until Catene d'Italia shall have received one hundred cents in the dollar in respect of moneys hereby guaranteed,
 - 2.1 In the event of any bankruptcy or other administration of the Customer's estate or any winding up, official management or scheme of arrangement of the Customer the Guarantors will not without the prior consent of Catene d'Italia lodge any proof of debt or similar claim in respect of any debt or liability to the Guarantors on any account whatsoever, nor enforce any security held by the Guarantors in respect of the Customer and shall hold any such debt, liability or security and any rights or benefits in respect thereof in trust for Catene d'Italia.
 - 2.2 If requested by Catene d'Italia to lodge a proof of debt or similar claim in any such administration and enforce any such security as aforesaid, and to execute all such documents and do all such things as Catene d'Italia may require to enable Catene d'Italia to have and receive the benefit of or arising from any such proof, claim or security.
 - 2.3 The Guarantors' liability hereunder shall be that of principal debtor.
3. A statement in writing signed by a director or credit manager of Catene d'Italia of the moneys due from or owed by the Customer or covered by this Guarantee shall be prima facie evidence of the amount so due or owing or covered by this Guarantee.

4. The Guarantors irrevocably appoint Catene d'Italia as their attorney with authority to do on behalf of the Guarantors anything the Guarantors may lawfully authorise an attorney to do, including without limitation the following:
 - 4.1 to make and sign any document;
 - 4.2 to execute any instrument or do any act which may result in a benefit being conferred on Catene d'Italia; and
 - 4.3 to take possession of, use, sell or otherwise dispose of any asset of the Guarantors.
5. The Guarantors further agree that:
 - 5.1 they have signed this Guarantee voluntarily;
 - 5.2 they have understood the nature and effect of this Guarantee in particular that they have agreed to guarantee all amounts presently owed by the Customer to Catene d'Italia and all amounts that the Customer may in the future owe to Catene d'Italia;
 - 5.3 each Guarantor has compared his/her obligations and responsibilities under the Guarantee with those of any other person named in the Guarantee; and
 - 5.4 they have considered the consequences to themselves should they default in those obligations and responsibilities.

CUSTOMER DETAILS

Customer Name:.....
Trading Name:
Business Address:
A.C.N. of Customer (if the Customer is a company):.....
Name of Trust (if the Customer is a Trustee of a Trust):