



Fraser & Jenkinson Pty Ltd
 ABN 21 004 110 070

Head Office
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 PO Box 9166, Scoresby, VIC 3179

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COMMERCIAL CREDIT & NEW ACCOUNT APPLICATION

Applicant Details

Name of Applicant _____

Trading as _____, ACN, _____ ABN _____

Registered Address _____ P/Code _____

Postal Address _____ P/Code _____

Are you a trustee of a trust? Yes No

If Yes: Name of Trust: _____ ABN _____

Telephone [] _____ Fax { } _____ Email _____

Type of Corporate Structure Public Company [] Private Company [] Partnership []
 Individual [] Government [] Association []

Type of Business _____

No. Year's Operating under Current Ownership _____

Anticipated Monthly Purchases \$ _____ Anticipated Annual Purchases \$ _____

Contact for Accounts

Name _____ Position Title _____ Telephone [] _____

Email _____ Mobile _____

Contact for Purchase Orders

Name _____ Position Title _____ Telephone [] _____

Email _____ Mobile _____

Bank Details

Name of Bank _____ Branch _____

Please Note: We reserve the right to request "Cash on Order" or part payment upfront for first time customers. Failure to meet standard terms of payment as detailed in the attached Commercial Terms & Conditions may result in "Cash on Order" trade only.

Current Credit References

Business Name _____

1 _____ Telephone [] _____ Fax [] _____

2 _____ Telephone [] _____ Fax [] _____

3 _____ Telephone [] _____ Fax [] _____

Guarantee and Indemnity

The persons signing below (Directors/Proprietors/Owners) (“Guarantors”), in consideration for Fraser & Jenkinson Pty Ltd ABN 21 004 110 070 (“Manufacturer”) agreeing to supply goods on credit, hereby both jointly and severally guarantee to pay any debts, due or to become due, incurred by the above named applicant to the Manufacturer and this shall be a continuing guarantee that shall not be waived or affected by the insolvency of the applicant or the insolvency or death of any Guarantor or by any time or other indulgence granted by the Manufacturer as a creditor.

For the same consideration we hereby jointly and severally indemnify the Manufacturer and agree to keep the Manufacturer indemnified against any failure by the applicant in the performance in its obligations to you as if we were the applicant. We will not seek to recover any monies owing to us by the applicant until the Manufacturer is paid in full for all amounts owing to the Manufacturer by the applicant. Further, we shall not prove in the bankruptcy or winding up of the applicant for any amount the Manufacturer has demanded from us pursuant to this Guarantee and Indemnity.

First Name	Surname	DOB	Home Address	Signature	Date Signed

Credit Provider Collection Notice for Credit Information

The Manufacturer respects the privacy rights of all individuals. The Manufacturer is committed to ensuring compliance at all times with their obligations under the Privacy Act 1998. When the Manufacturer proposes to conduct a credit assessment of a person, the Manufacturer may collect identification information concerning the person including the individual's full name, date of birth, home addresses and financial information. The Manufacturer collects that information directly from the person to whom the information relates or from publicly accessible sources. In addition, for individuals who are customers (or employers, or officers of customers) of the Manufacturer, the Manufacturer may collect information about its dealings with those individuals, including payments and defaults, in the normal course of its business operations. The Manufacturer uses the credit information it collects for the purpose of assessing an individual's creditworthiness, manage its accounts and if necessary, insure its risk. The Manufacturer may use and disclose the information as set out in item (vii) of the declaration below. If all or part of the information requested is not provided, the Manufacturer may not be able to consider an application for credit. You can request that the credit reporting body not use or disclose your credit information for pre-screening of direct marketing or if you have reasonable grounds to believe you are likely to be the victim of fraud. Any person may request details of personal information which we hold about them, seek correction of such information, or complain about our dealing with such information by writing to, The Privacy Officer, Fraser & Jenkinson Pty Ltd, PO Box 9166, Scoresby, Vic, 3179.

Declaration

On behalf of the Applicant, I, _____,
(Print Name)

DECLARE the following:

- (i) I confirm the above information to be true and correct.
- (ii) I confirm that I have the authority to sign this Application on behalf of the Applicant and to bind the Applicant.
- (iii) I authorise the Manufacturer to use any information obtained in respect of this Credit Account Application to assess this or any further application by this Applicant for credit, and to engage in communication of information with the Applicant’s other credit providers
- (iv) I acknowledge that credit is not available from the Manufacturer until this application has been approved by the Manufacturer, and that credit may be varied, reduced, suspended or withdrawn at any time, as determined by the Manufacturer.
- (v) I have read and agree to abide by the Manufacturer’s standard Terms and Conditions of trade, a copy of which is attached and, if not attached, can be obtained from the Manufacturer’s website www.pmg.com.au.
- (vi) I agree that all goods remain the property of the Manufacturer until invoices for the goods are paid in full.
- (vii) I irrevocably grant permission for the Manufacturer to give and receive information about the Applicant to and from any credit reporting body, credit provider, bank or financial institution or any other corporation, association in accordance with the Privacy Act 1988 as amended or otherwise. This information may concern the Applicant’s consumer credit and/or commercial credit and trading arrangements, may consist of credit reports and other credit and trading information concerning the Applicant and its business, and may be used to assess or review at any time this Application or to collect any overdue payments and/or to provide credit references in accordance with the provisions of the Privacy Act 1998 as amended or otherwise.

Signature: _____ Date: _____ / _____ / _____

Internal use only		C.P. Code:	_____
Rep Code:	_____	Analysis Code:	_____
Customer Code:	_____		
Amount of 1 st Order:	\$ _____	Credit Limit:	\$ _____
Authorised by:	_____	Date:	_____ / _____ / _____

COMMERCIAL TERMS AND CONDITIONS

FRASER & JENKINSON PTY LTD ABN 21 004 110 070 (“Manufacturer”) will only manufacture and supply goods (“Goods”) on the following terms and conditions (“Terms and Conditions”) unless the Manufacturer agrees, in writing, to vary the Terms and Conditions:

1. Definitions

“Customer” means any person, firm, Corporation or entity, which purchases or orders Goods or Services from the Manufacturer.

“Goods” means products or services supplied or to be supplied by the Manufacturer to the Customer.

“G.S.T.” means the Goods and Services Tax created by A New Tax System (Goods and Services Tax) Act 1999 and its associated legislation.

“Order” means a purchase order, or other request, issued by the Customer to the Manufacturer and shall be deemed to include the Terms and Conditions and any variations thereof agreed in writing by the Manufacturer.

“PPSA” means the Personal Properties Securities Act 2009.

“Quotation” means the work to be undertaken by the Manufacturer and an estimate of the Manufacturer’s charge for the Goods to be provided.

The plural includes the singular and vice versa (including for the Definitions).

2. Quotations and Orders

2.1. Any Quotation made by the Manufacturer (“Quotation”) will remain current for a period of Seven (7) days from the date of quotation and will be subject to the recipient meeting the Manufacturer’s credit requirements and will incorporate the Manufacturer’s Terms and Conditions.

2.2. G.S.T. will be charged to the Customer (and payable by the Customer in accordance with the invoice) unless the Customer supplies an approved exemption certificate.

2.3. Notwithstanding Clause 2.1, the Manufacturer reserves the right to alter any price included in the Quotation if, at any time within the 7 day period referred to in Clause 2.1, there is a variation in the cost of labour or materials used to manufacture the Goods. If the increase in price is conveyed to the Customer after its acceptance of the Quotation, the Customer is entitled to withdraw its acceptance and reject the Quotation by written notice within 48 hours of its receipt of the notice of increase in price.

3. Payment & Credit Terms

3.1. The Manufacturer’s terms of payment are 30 days after the month of billing however the Manufacturer reserves the right at all times to vary payment and credit terms depending on the individual client situation and trading history. If such variation is not acceptable to the Customer, then the Customer may terminate these Terms and Conditions by notice in writing and such change in terms will not apply to any already accepted Quotations.

3.2. If the Customer defaults in making payment to the Manufacturer in accordance with these Terms and Conditions, the Manufacturer may in its absolute discretion:

- (i) charge the Customer interest calculated on the portion of the Customer’s account overdue at the penalty rate fixed under the Penalty Interest Rates Act 1983 (Victoria), calculated from the due date until payment; and
- (ii) require the Customer to reimburse the Manufacturer for all collection costs including (but not limited to) legal costs incurred by the Manufacturer.

3.3 The Manufacturer reserves the right to request “Cash on Order” or part payment upfront for first time customers. Failure to meet standard terms of payment as detailed in the attached Terms & Conditions may result in “Cash on Order” trade only.

3.4 The Manufacturer reserves the right to pass on credit card charges, if payment is agreed to be accepted by credit card. These charges are not included in prices quoted

3.5 The Manufacturer reserves the right to withdraw credit at any time, upon reasonable grounds (including breach of these Terms and Conditions or material change in the Customer’s creditworthiness), upon which all liabilities owing by the Customer become due and payable to the Manufacturer.

4. Quantity

4.1. The Manufacturer will make every endeavour to supply the quantity ordered but due to the problems in producing exact quantities, estimates and/or Orders are subject to a margin of ten per cent (10%) for oversupply or undersupply of the Goods, which shall be charged for or allowed for at rates calculated on a pro rata basis of the prices included in the Order.

5. Packaging

5.1. Packaging (unless otherwise specified by the Customer) will be in non-returnable cartons.

6. Proofs

6.1. The Manufacturer will forward to the Customer, together with the Customer’s original copy, proofs required by the Customer which will be chargeable.

6.2. One set of proofs and the original copy must be returned to the Manufacturer upon being read and checked by the Customer and clearly marked and signed with words to the effect of *approved to print, or alterations required*.

6.3. The Manufacturer will not be liable for any errors in the proof if prepared in accordance with the Customer’s instructions or if printed in accordance with the Customer’s authorisations. The Customer will be charged for any consequent corrections.

7. Intellectual Property

7.1. All drawings, sketches, paintings, photographs, designs, engravings, electronic files and computer disks required for heading, trademark or other purposes (apart from normal type) must be supplied by the Customer in a condition satisfactory to the Manufacturer or, in default, the Manufacturer is authorised by the Customer to furnish any such items at the Customer’s expense. Upon completion of the Order the Manufacturer must, at the request of the Customer, return any such items to the Customer.

7.2. All artwork, bromides, film, sketches, photographs, designs, electronic files and computer disks and other forms of artwork remain at all times the property of the Customer. The Manufacturer is entitled to retain these items for a maximum of three (3) years unless the Customer otherwise requests, in writing, for them to be returned. At the expiry of three (3) years it is agreed that the Manufacturer may at its discretion destroy such items “without notice to the Customer”. If a written request is made by the Customer within that three (3) year period for the return of those items, the Manufacturer must return them to the Customer within a reasonable time frame at the Customer’s expense.

7.3. Any copyright material and trademarks (whether registered or not) of which the Customer is the owner or licensee (whichever applicable) are, to the extent the Manufacturer uses them for execution of the Order, licensed or sub-licensed (whichever the case) by the Customer to the Manufacturer.

7.4. The Customer must indemnify and keep indemnified the Manufacturer against all liability (including legal costs) in respect of any infringement or alleged infringement of any copyright or trademark used in execution of the Order to the extent caused or contributed to by the Customer.

8. Customer's Material

- 8.1. The Manufacturer will not be liable for any shortage, loss or damage to any paper, stocks and other material ("Customer's Materials") left with the Manufacturer by the Customer regardless of how such loss or damage may be caused, whether by negligence or otherwise, of the Manufacturer.
- 8.2. The Manufacturer will have a general lien on, or the right of retention of, the Customer's Materials until all moneys owing by the Customer to the Manufacturer have been paid.

9. Withholding Supply

- 9.1. The Manufacturer reserves the right, without notice and irrespective of whether or not an Order has been accepted, to withhold supply of the Goods to the Customer and the Manufacturer will not be liable for any loss or damage resulting directly or indirectly from such action where:
 - (a) the Customer's Materials supplied by the Customer to the Manufacturer are insufficient to fulfil the Order; or
 - (b) the Customer defaults in payment or other material obligation under these Terms and Conditions.

10. Force Majeure

- 10.1. The Manufacturer will not be liable in damages or otherwise for any failure to fulfil an Order which is caused, whether wholly or partially, by an event beyond its reasonable control including (but not limited to) Act of God, force majeure, war, terrorism, fire, explosion, rioting, burglary, theft, civil disturbances, epidemic, pandemic, storm, flood, restrictions by governments (local, municipal, State or Federal) or other competent authority, strikes or lockouts (whether at the Manufacturer's premises or not), accidents either at the Manufacturer's premises or when in transit to or from those premises, failure by subcontractors, late arrival of paper stocks or other material or any other circumstances arising from any cause or causes whatsoever beyond the control of the Manufacturer and the Customer agrees to accept delayed delivery of the Goods ordered.

11. General Lien, Risk & Title

- 11.1. The Manufacturer shall, in respect of all sums owed by the Customer, have a general lien over all Goods in the Manufacturer's possession and may after thirty (30) days' notice to the Customer sell such Goods and apply the proceeds, net of any sales costs, in satisfaction of all, or any part, of the sums owed.
- 11.2. All Goods held by the Customer remain the property of the Manufacturer until payment has been received in full by the Manufacturer.
- 11.3. Risk of or loss or damage to the Goods passes to the Customer upon the date and at the time that the Goods are despatched from the warehouse of the Manufacturer (or third party contractor) for the purpose of delivery to the Customer.

12. Personal Properties Securities Act (PPSA)

- 12.1. The Customer grants the Manufacturer a security interest, as defined in the PPSA, in all Goods and their proceeds until payment of all amounts owing to the Manufacturer has been made. The Customer will not create any other security interest in the Goods until title passes to the Customer.
- 12.2. Subject to this clause and the PPSA, the Customer may use or resell the Goods as bailee, including combining the Goods with others, in the ordinary course of their business provided the Customer holds the proceeds from them on trust for the Manufacturer until the amounts owing for the Order relating to such Goods are paid in full.

- 12.3. The Customer's right to possession and sale of the Goods ceases if it defaults in making full payment on the due date or goes into liquidation and then the Manufacturer may, at its option, takeover the Goods (including entering the Customer's premises to do so) and dispose of the Goods in its own interest without prejudice to any claim by it for damages for loss resulting from such resale

- 12.4. The parties agree to contract out of each of the provisions of the PPSA allowed by Sections 115 of the PPSA to the following extent:

- (i) an exercise by the Manufacturer of any right, power or remedy will be taken not to be under a provision mentioned in that section of the PPSA if the right, power or remedy would be available under any other law or statute or under these Terms and Conditions unless the Manufacturer so elects; and
- (ii) any restriction of the exercise by the Manufacturer of a right, power or remedy, or any obligation of the Manufacturer to give notice, will not apply to the extent that that section so allows.

- 12.5. The Customer:

- (i) consents to the Manufacturer registering a security interest on the Personal Property Securities Register ("PPSR") under the PPSA in relation to the Goods and the Customer will provide all assistance reasonably required to facilitate this: and
- (ii) waives the right to receive notice of a verification statement in relation to any registration on the PPSR.

- 12.6. The provisions of the Terms and Conditions are confidential and neither party will disclose any details of it to any person and the Customer will not disclose any information of the type specified in section 275(1) of the PPSA to any other party.

- 12.7. The Customer must notify the Manufacturer immediately in writing if there are any changes to data required to register a financing statement or financing change statement under the PPSA.

13. Default

- 13.1. If the Customer fails to make payment to the Manufacturer when due, has a liquidator appointed to it, or breaches any of these Terms and Conditions; or

- 13.2. if the Manufacturer believes that its Goods are at risk of being disposed of otherwise than in accordance with these Terms and Conditions, or its title to the Goods is being challenged, or the Customer's creditworthiness has materially deteriorated, the Manufacturer may in its absolute discretion:

- (i) decline to deliver any Goods which have not yet been delivered;
- (ii) otherwise cease to perform any of its obligations to the Customer;
- (iii) terminate these Terms and Conditions, or any other contract, between the parties and/or suspend all credit: and/or
- (iv) require that the Customer return any Goods for which there are amounts owing and, without prejudice to any other rights, immediately take possession, recover and retain or resell or otherwise dispose of those Goods without notice to the Customer, and the Customer irrevocably authorises the Manufacturer to enter the Customer's premises for those purposes without notice and without liability to the Customer, or any other person, and the Customer agrees to indemnify the Manufacturer against any liability incurred by the Manufacturer in doing so.

14. Exclusions and Limitations

- 14.1. The Manufacturer excludes all statutory or implied conditions and warranties to the extent permitted by law.
- 14.2. To the extent permitted by law, the Manufacturer limits its liability under any condition or warranty which cannot legally be excluded to (at the Manufacturer's option):
 - (i) in the case of the Goods by the supply by the Manufacturer of equivalent Goods; or by the replacement of Goods previously supplied or by payment of the cost of re-supply; or
 - (ii) in the case of advice, recommendation(s), information or services: by supplying the same again.
- 14.3. The Manufacturer's liability under these Terms and Conditions in respect of any supply is limited to the amount payable under the applicable Order.
- 14.4. Except to the extent provided in this clause 14 and to the extent permitted by law, the Manufacturer has no liability (including liability in negligence) to any person for any loss or damage consequential or otherwise suffered or incurred by that person in relation to the Goods and/or advice, recommendation(s), information or services.

15. Claims

- 15.1. Any claims by the Customer must be made within seven (7) days of delivery.
- 15.2. The Customer acknowledges that its agents and employees may place Orders for Goods with the Manufacturer and that it shall be bound by these Terms and Conditions irrespective of whether any such Orders are unauthorised or fraudulent.

16. Storage of Finished Goods

- 16.1. Any storage of finished Goods is subject to the maximum period of storage being six (6) months unless there is a written agreement in place specifying other terms or arrangements. For any finished Goods stored on behalf of the Customer and to be paid for on each delivery, a signed storage agreement must be completed.
- 16.2. Customer owned Goods held in storage by the Manufacturer for more than six months are subject to storage charges at the discretion of the Manufacturer.
- 16.3. The Customer will insure all Goods held in storage by the Manufacturer against such risks as a prudent owner of the Goods would insure them for their full insurable value.

17. Privacy Act

- 17.1. The Customer agrees to the terms of the Privacy Policy available at www.pmg.com.au at the time of the applicable Quotation.

18. Governing Law

- 18.1. The laws of the State of Victoria govern the Manufacturer's trading and these Terms and Conditions.
- 18.2. The Customer agrees to submit to the exclusive jurisdiction of the Courts of Victoria and the Federal Courts of Australia sitting in Victoria and agrees that any legal proceedings will be heard in those courts (and courts of appeal therefrom).

19. Whole Agreement

- 19.1. These Terms and Conditions and the accompanying Commercial Credit Account Application including the guarantee and indemnity therein, embody the whole agreement (as to the subject matter of these Terms and Conditions) between the parties and exclude any other terms and conditions contained in any document or internet transmission from the Customer relevant to the supply of Goods. All previous dealings, representations and arrangements in relation to the supply of Goods are hereby excluded and cancelled and replaced by these Terms and Conditions. Should any part of these Terms and Conditions be held to be void or unlawful, these Terms and Conditions will be read down and enforced as if the void or unlawful provisions had been deleted.

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