

Application for 30 Day
Commercial Credit Account



Strictly Confidential

Company Details

Registered Company Name: _____

Trading Name: _____

ACN: _____ ABN: _____

Business Address: _____

Postal Address: _____

Telephone: _____ Fax: _____

Email Address: _____

Date of Incorporation: ____ / ____ / ____ Estimated Purchases: \$ _____ Monthly

Type of Business Activity (please tick all relevant boxes)

- | | | |
|--|---|--------------------------------------|
| <input type="checkbox"/> Architectural | <input type="checkbox"/> Door Shop | <input type="checkbox"/> Locksmith |
| <input type="checkbox"/> Cabinet Maker | <input type="checkbox"/> Hardware Store | <input type="checkbox"/> Shopfitting |
| <input type="checkbox"/> Commercial | <input type="checkbox"/> Joinery | <input type="checkbox"/> Standard |

Other: (Please Specify) _____

Structure of Business (please tick all relevant boxes)

- | | | |
|--------------------------------------|---|----------------------------------|
| <input type="checkbox"/> Sole Trader | <input type="checkbox"/> Partnership | <input type="checkbox"/> Company |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Trust with Corporate Trustee | |

Business Premises: _____ No. of Employees: _____

- | | | |
|-----------------------------------|------------------------------------|---------------------------------|
| <input type="checkbox"/> Freehold | <input type="checkbox"/> Leasehold | <input type="checkbox"/> Rented |
|-----------------------------------|------------------------------------|---------------------------------|

Name of Owners (Sole Trader/Partnership) or Directors (Company)

Full Name: _____ Home Phone No: _____

Home Address: _____

Date of Birth: ____ / ____ / ____ Drivers license No: _____

Full Name: _____ Home Phone No: _____

Home Address: _____

Date of Birth: ____ / ____ / ____ Drivers license No: _____

Full Name: _____ Home Phone No: _____

Home Address: _____

Date of Birth: ____ / ____ / ____ Drivers license No: _____

Accounts Payable - Contact Name: _____

Accounts Payable - Email Address: _____

Estimated value of credit required: \$ _____

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Trade References

1. Business Name: _____
Contact Name: _____
Phone: _____ Fax: _____
E-mail Address: _____

2. Business Name: _____
Contact Name: _____
Phone: _____ Fax: _____
E-mail Address: _____

3. Business Name: _____
Contact Name: _____
Phone: _____ Fax: _____
E-mail Address: _____

Agreement

Please ensure the attached Terms & Conditions of Sale are read and understood prior to signing this agreement.

The signatory hereby confirms that the signatory has the authority to execute this document on behalf of the Buyer. The Buyer agrees to all the terms contained in the Zanda Architectural Terms & Conditions of Sale.

Name: _____ Date: _____ / _____ / _____
Signed: _____ Position: _____

Owner's Guarantee & Idemnity

TO: WALCO (WA) P/L ATF THE CASTLE BUSINESS TRUST T/A ZANDA ARCHITECTURAL HARDWARE "THE FIRM"
PO Box 713
BENTLEY WA 6982

In consideration of the above firm supplying _____ (BUSINESS NAME)
of _____ (BUSINESS ADDRESS)
with goods and services from time to time upon credit at my/our request.

I, _____ (FULL PERSONAL NAME)
of _____ (PERSONAL ADDRESS)

do jointly and severally personally guarantee payment of all monies that may be owed by the customer so supplied.

I understand and accept that this Guarantee gives Zanda Architectural the right to take legal action against me personally and to levy on my personal assets and charge real property present of future, should the firm default in payment of monies owing. I / We agree that this guarantee is a continuing guarantee and shall not be affected by any time or indulgence granted by the Firm to the Customer.

Signed: _____ Date: _____ / _____ / _____

TERMS & CONDITIONS OF SALE (DISTRIBUTOR)

General

1. These Terms and Conditions (Conditions) apply to all contracts between Walco WA Pty Ltd (ACN 145 470 739) ATF Castle Business Trust ABN 32 029 203 476 t/a Zanda Architectural (Zanda) and the distributor for the sale or supply of any goods, products or materials by Zanda (Goods) on credit (if sold or supplied on credit) or otherwise (Distributor).
2. These Conditions will prevail over any terms, conditions, representations or understandings between the Distributor and Zanda in relation to the Goods, whether or not any inconsistency arises.

Relationship

3. These Conditions establish a relationship of seller and buyer of the Goods between Zanda and the Distributor for the re-sale of the Goods by the Distributor in the Distributor's own name and on the Distributor's own account to third parties.
4. Nothing in this Agreement establishes or creates a relationship of agency, partnership, joint venture or franchise between the parties.

Quotations

5. Quotations are not to be construed as an offer or obligation to sell and are provided to the Distributor for purpose of providing estimates only.
6. Zanda may withdraw, revoke or vary any written quotation at any time.

Orders and Prices

7. Zanda's preferred method of receiving orders is by email (sales@zanda.com.au) or fax (+61 8 9458 4967).
8. Zanda reserves the right to accept or decline, in whole or in part, any order for Goods placed by the Distributor.
9. Unless otherwise agreed by the parties, orders received for out of stock Goods will be placed on back order. All backorders will be charged at the price prevailing at the time of the original order. Zanda will not be liable for any loss or damage that the Distributor may suffer in connection with Goods being out of stock.
10. Unless otherwise agreed by the parties, all backorders will be delivered in accordance with Zanda's standard delivery terms in clauses 14 – 16.
11. Unless otherwise stated, all prices for Goods are exclusive of all applicable taxes and charges. Where the Goods sold are subject to GST, the Distributor is liable to pay any applicable amount of GST at the same time as payment for Goods is made.
12. The prices and product specifications contained in Zanda's price lists or any information provided by Zanda to the Distributor are subject to change at the absolute discretion of Zanda and without notice to the Distributor.
13. Unless agreed otherwise, prices quoted include Zanda's standard packing arrangements.

Delivery

14. All orders exceeding \$100 will be delivered FIS (Free into Store) within metropolitan areas of Western Australia. For all other states, orders will be delivered FIS within metropolitan areas provided that the amount of the order exceeds \$150. Delivery to some remote areas may attract additional charges payment of which will be the sole responsibility of the Distributor.
15. Zanda will endeavour to dispatch all standard orders within 36 hours, however it will not be responsible for any loss or damage associated with Goods being dispatched outside the 36-hour period. All special orders (e.g. keying and special finishes) will be dispatched as soon as practicable.
16. Any time or date named and accepted by Zanda for completion, delivery and despatch is an estimate only and does not constitute a representation, or term of the contract, nor shall it be part of the description of the Goods and is not of the essence of the contract.

Payment

17. Unless Zanda grants credit to the Distributor, payment for Goods purchased from Zanda must be made by the Distributor on or immediately prior to delivery of the Goods.
18. Where the Distributor has an approved credit account with Zanda, the Distributor must ensure that payment for the Goods is made within 30 days after the date of Zanda's invoice or such other date for payment as Zanda and the Distributor agree in writing.
19. Zanda, at its absolute discretion, may refuse delivery of the Goods and acceptance of any other orders from the Distributor until the Distributor pays to Zanda any outstanding amounts.
20. Zanda reserves the right to charge interest on any outstanding amount from the date it becomes outstanding for payment to the date payment is received at the rate of 6% per annum calculated daily. All payments made by the Distributor will first be applied to the accrued interest.

21. Payments made by credit card may be subject to a surcharge.

Risk and Retention of Title

22. Unless otherwise provided in these Conditions, the Goods supplied by Zanda to the Distributor shall be at the Distributor's sole risk immediately upon their delivery to the Distributor.
23. The Distributor agrees that title to Goods is retained by Zanda until Zanda receives from the Distributor:
 - (a) payment in full for the purchased Goods; and
 - (b) all other monies owing by the Distributor to Zanda at any time.
24. Where the Goods comprise a number of items, the property of Zanda in each item comprising the Goods will not pass to the Distributor for any individual item until payment in full is received for all items.
25. Prior to title in the Goods passing to the Distributor, the Distributor agrees that:
 - (a) it acts as bailee of the Goods until such time as property in them passes to the Distributor and that this bailment continues for each item of the Goods until the price has been paid in full;
 - (b) it must keep the Goods in good and merchantable condition and fully insure the Goods against loss or damage however caused;
 - (c) it must not sell the Goods except with the prior written consent of Zanda or in the ordinary course of the Distributor's business, provided that any such sale is at arms' length and on market terms;
 - (d) any proceeds of re-sale, insofar as they relate to the Goods shall be held on trust for Zanda in a separate account; and
 - (e) it must not create any encumbrance over the Goods which is inconsistent with Zanda's title and ownership of the Goods.

Specifications

26. All descriptions, specifications, illustrations, drawings, data, dimensions and weights contained in catalogues, price lists or other advertising material of Zanda or elsewhere are approximations only. They are intended by Zanda to be a general description for information and identification purposes and do not create a sale by description.

Returns

27. Zanda cannot accept returns of custom-made or specially produced Goods.
28. Returns of all other Goods are subject to prior approval of Zanda at its absolute discretion upon a written request by the Distributor made within 21 Business Days from the date of the invoice. Goods must be unused, undamaged and in their original packaging.
29. All credit for Goods that have been approved for return will incur a restocking fee of 20% of the invoiced value of the returned Goods. The Distributor must bear any costs associated with the return of Goods.
30. Any returns must be accompanied by the 'goods return' form which is accessible from our website www.zanda.com.au/downloads and can be filled out online.
31. Warranty Returns must be accompanied by the 'Product Issue Report' form which is accessible from our website www.zanda.com.au/downloads and can be filled out online.

Inaccuracies

32. The Distributor must check all Goods received as soon as they are delivered and must notify Zanda in writing of any inaccuracies or short supply of Goods or any fault, damage or defect in Goods within 7 Business Days of the date of delivery of the Goods.
33. If the Distributor notifies Zanda under clause 32, Zanda may at its election in its sole discretion replace or give a credit for the Goods.
34. If the Distributor does not notify Zanda in writing within 7 Business Days of the date of delivery, Zanda will not be responsible for any loss or damage arising out of or resulting from such inaccuracies or short supply of Goods, or fault, damage or defect in Goods.
35. The Distributor will be deemed to have accepted the Goods after 7 Business Days from the date of receipt of the Goods, unless within that time the Distributor has notified Zanda under clause 32.

Product Information and Marketing

36. Zanda may provide to the Distributor:
 - (a) technical literature, instruction manuals, drawings (both general and detail) and other information relevant to the Goods;
 - (b) samples and any models of the Goods for exhibition or distribution at no cost to customers of the Distributor; and

TERMS & CONDITIONS OF SALE (DISTRIBUTOR)

- (c) catalogues, brochures, or other marketing or informational material relevant to the Goods.

37. Anything provided by Zanda in accordance with clause 36 shall remain its property.
38. If the Distributor has a website, then it agrees to place on its website a hyperlink to Zanda's website at www.zanda.com.au, clearly identifying Zanda as the supplier of the Goods.
39. The Distributor, by prior written notice from Zanda, agrees to grant access to Zanda and its servants or agents to its premises at all reasonable hours:
- (a) for the purposes of inspecting, maintaining, replacing or removing any method of display, advertising or demonstration relating to Goods; and
 - (b) for the purposes of conducting research and marketing.

Warranty and Liability

40. Zanda will not be responsible in any way whatsoever for the consequence of any representation or conduct made or technical advice given in connection with the Goods whether by its employees, agents or sub-contractors or otherwise to the Distributor or any third parties. The Distributor agrees that all such representations and/or advice are/is accepted or relied upon by the Distributor entirely at the Distributor's risk.
41. Zanda's liability to the Distributor or any third parties (whether arising under statute, contract, tort (including negligence), equity or otherwise) for any defect in the Goods, or the supply of the Goods, will in all cases be limited to the cost of repair or replacement of such Goods.
42. Zanda makes no express warranties in relation to the suitability for any purpose of Goods supplied by it.
43. To the extent permitted by statute, all warranties, conditions and guarantees (whether express, implied or applied, and whether given by Zanda, the manufacturer or a third party) and any obligation of Zanda to repair or replace any goods are excluded.

Indemnity

44. The Distributor agrees to indemnify and hold Zanda harmless from and against all liabilities, losses, damages, costs or expenses incurred or suffered by Zanda, and from and against all actions, proceedings, claims or demands made against Zanda, arising:
- (a) as a result of the Distributor's failure to comply with any laws, rules, standards or regulations applicable in relation to the Goods or the use of the Goods;
 - (b) as a result of any other negligence or other breach of duty by the Distributor in connection with the Goods;
 - (c) as a result any breach of these Conditions by the Distributor; and/or
 - (d) as a result of any person suffering personal injury or death arising out of or related to the Distributor's marketing of the Goods using display and / or marketing material provided the Distributor by Zanda.

General duties

45. The Distributor agrees to comply with any reasonable directives, rules or instructions given by Zanda for:
- (a) the use, sale or performance of the Goods; or
 - (b) the performance of any promotional or advertising activities concerning the Goods.
46. The Distributor agrees to:
- (a) use its best endeavours to promote and extend the sale of the Goods supplied by Zanda and uphold Zanda's reputation and brand;
 - (b) by itself or any of its employees provide a proper and business-like system of promoting the Goods supplied by Zanda;
 - (c) commit adequate and reasonable levels of time and resources to the distributorship.
47. The Distributor will not:
- (a) represent itself as the agent of Zanda for the supply of Goods without Zanda's consent;
 - (b) incur any liability or assume any obligation on behalf of Zanda;
 - (c) sell any promotional or informational materials, samples or models of the Goods to third parties;
 - (d) engage in misleading and deceptive conduct in relation to the Goods supplied by Zanda.

Waiver

48. Any failure or delay by Zanda to enforce any of its rights under these Conditions does not operate as a waiver of those rights.

Repossession of Goods

49. In the event of default by the Distributor, Zanda may retake possession of the Goods. All costs of such repossession will be paid by the Distributor. Such right shall be without prejudice to Zanda's any other rights.
50. The Distributor authorises Zanda and its agents and servants to enter into the Distributor's premises without notice at any time for the purposes of examination and recovery of goods.

Cost Recovery

51. Any expenses, costs or disbursements incurred by Zanda in recovering any outstanding monies owing by the Distributor, including debt collection fees and solicitor-client legal costs, must be paid by the Distributor on a full indemnity basis.

Entire agreement

52. Every contract for the supply of Goods pursuant to an order incorporates these Conditions and constitutes the entire agreement between Zanda and the Distributor. All prior negotiations, proposals, previous dealings, correspondence, trade custom and/or trade usage are superseded by and will not affect the interpretation of that contract.
53. These Conditions may be varied unilaterally by Zanda at any time and in its sole discretion.
54. Any variations to these Conditions will apply to every order for Goods made by the Distributor and accepted by Zanda after the expiry of 14 days' notice of the variation to the Distributor. Notwithstanding any other provision of these Conditions, notice may be effected for the purpose of this clause by provision of the new Conditions as varied.
55. No variation to these Conditions will apply with respect to any order for Goods already made by the Distributor and accepted by Zanda before notice is given under clause 54.

Notice

56. Where, pursuant to these Conditions, a party is required to give notice to the other party, such notice must be:
- (a) in writing; and
 - (b) signed by a person authorised by the sender.
57. A notice is deemed to have been given and served on a party:
- (a) if delivered personally, on the same day on which it was delivered;
 - (b) if sent by post, it is taken to have been given on the day it would have been delivered in the ordinary course of post;
 - (c) if sent by fax, at the time recorded on the transmitting machine;
 - (d) if sent electronically, at the "time of dispatch" within the meaning of section 13 of the *Electronic Transactions Act 2001* (WA).

Severance

58. If a court of competent jurisdiction decides that any part of these Conditions is invalid or unenforceable, then that part of the Conditions will be modified (if possible) so as to make it enforceable. If it cannot be modified, then it will be severed and the rest of the Conditions will continue to operate.

Applicable Law

59. This contract is governed by the law of Western Australia.
60. Any legal action in relation to each contract against any party or its property may be brought in any court of competent jurisdiction in the state of Western Australia, and the parties submit to the exclusive jurisdiction of that state.
61. To the extent permitted by law, the *Sale of Goods Act 1985* (WA) does not apply to any contract between Zanda and the Distributor.

Interpretation

62. In these Conditions:
- (a) Business Day means Monday to Friday (inclusive) excluding public holidays;
 - (b) Distributor means a person who acquires Goods from Zanda;
 - (c) GST means the tax payable on certain goods within the meaning of the GST Act;
 - (d) GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* and any related legislation imposing such tax or legislation that is enacted to validate, recapture or recoup such tax;
 - (e) Goods means any item of whatsoever nature which is sold or to be sold by Zanda to the Distributor.