



AUSTRALIA WIDE: 1300 764 971
 WWW.SAFEGUARDSAFES.COM.AU
 SALES@SAFEGUARDGROUP.COM.AU

APPLICATION FOR CREDIT ACCOUNT

Company Name: _____
 Trading Name: _____
 Australian Company No (ACN): _____ Australian Business No (ABN): _____
 Registered Address: _____ P/Code: _____
 Trading Postal Address: _____ P/Code: _____
 Trading Address: _____ P/Code: _____
 Phone No: () _____ Fax No: () _____ email: _____
 Type of Industry _____ How long has the company been trading: _____
 Place or incorporation: _____ Accounts Contact: _____ Accounts Phone () _____
 Is the company a trustee for any trust? YES/NO. If yes, name of trust: _____
 Average monthly credit required: \$ _____

COMPANY TYPE

Private Company Public Company Trust Sole Trader Partnership Other _____

PROPRIETORS/PRINCIPALS OF BUSINESS

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____
Associated Companies: _____	Associated Companies: _____

BANKING DETAILS

Name of Bank: _____ Branch: _____
 Account Name: _____ BSB: _____ Account Number _____
 Phone No: () _____ Years with Bank: _____

TRADE REFERENCES: (Please provide 3 references)

(Office Use) COMMENTS

<p>1. Name of Company: _____ Address: _____ _____ Contact: _____ Phone: () _____ Fax: () _____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>1. Name of Company: _____ Address: _____ _____ Contact: _____ Phone: () _____ Fax: () _____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>1. Name of Company: _____ Address: _____ _____ Contact: _____ Phone: () _____ Fax: () _____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

OFFICE USE

Customer Code _____ Branch _____
 Credit Limit _____ Trading Terms _____
 Credit reference checked by _____ Date _____ Authorised by _____ Date _____

TERMS AND CONDITIONS OF SALE

1. Interpretation

In these conditions:

"The company" means Safeguard Safes Pty Ltd (A.C.N. 126 130 881) "customer" means the purchaser of the products and services, if any, specified overleaf.

"Products mean the locks, safes, security cabinets, keys and other products, if any, specified overleaf.

"Services" means the delivery, installation and other services, if any specified overleaf.

Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty guarantee, right or remedy implied by law (including but not limited to the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.

2. Terms of Sale

The products sold and the services supplied by the company are sold and supplied on these terms and conditions.

3. Price

3.1 All customers' orders for products and services to be supplied by the company are accepted by the company on the basis that the customer agrees and acknowledged that the amount payable for the supply of the products and services shall be as follows.

(a) If the products and services are to be delivered to the customer within three months of the company's acceptance of the customer's orders, then the amount payable shall be at the rate specified by the company at the time of acceptance of the customer's order.

(b) if the products and services are to be delivered to the customer more than three months from the date of the company's receipt of the customer's order, then the amount specified at the time of the company's receipt of the customer's order shall be subject to variation without notice to the customer.

3.2 All sales or other taxes, exchange rate and/or import duty referred to and/or included in a quotation provided by the company shall be paid by the customer in accordance with the existing standards and rates as at the date of quotation. Payment of such amount shall be made at the same time as the payment for the products and services provided in paragraph 4.

4. Payment Terms

4.1 The customer shall pay all invoices in full on delivery of products or services in accordance with the customer's directions unless otherwise agreed in writing.

4.2 Credit will automatically be stopped if the customer's account is overdue.

5. Delivery, installation and Risk

5.1 The delivery times made known to the customer are estimates only and the company shall not be liable for late delivery or non-delivery and under no circumstance shall the company liable for any loss, damage or delay occasioned to the purchaser arising from late or non-delivery of the products and services.

5.2 In the event that the customer is unable or unwilling to accept delivery of the products as agreed then the customer shall be liable for all storage costs, charges, expenses and additional delivery charges, such amount to be paid on delivery including but not limited to where the late delivery or non delivery is caused by or contributed to by the negligence of the company, its contractors or agents.

5.3 Notwithstanding clause 6, the customer or its agent shall bear all risk of loss or damage to the products upon and from delivery of the products to the customer or delivery at the customer's direction. The customer shall affect all necessary policies of insurance as it may deem appropriate to insure against any such risk of loss or damage.

6. Property and Ownership (romalpa clause)

6.1 Notwithstanding that risk in the products shall pass to the customer as provided herein, title to the products shall not pass to the customer until the customer has made payment in full of all moneys owing by the customer to the company (whether such moneys are in respect of the moneys payable under a specific contract or on any other account whatsoever).

6.2 Until such time:

(a) The customer shall store and identify the products so as to indicate that they are the property of the company;

(b) The company reserves the right to enter the customer's premises (or the premises of any associated company or agent where the products are located) without liability for trespass or any resulting damage and retake possession of the product.

(c) The customer acknowledges that should the products be lawfully repossessed by the company, the company reserves the right to keep or resell the products, and

(d) If the products are resold to a third person by the customer:

(i) The customer is authorised to transfer the equitable title in that product as agent for the company and/the legal title in such product shall vest in the third person at the time of sale for the sole purpose of permitting the customer to transfer the legal title to the third person; and

(ii) The customer shall hold such part or the proceeds of such sale as represents all amounts due and owing to the company in trust for the company upon request; provided however, that nothing herein shall be constructed to relieve the customer from paying the full sum due to the company or bringing the sum held in trust to account.

6.3 This clause shall apply notwithstanding that the products may be affixed to a chattel or the land of the customer or any other person.

7. The Company's Warranties

7.1 To the extent permitted by law, all representations, warranties and conditions regarding the products and services are excluded.

7.2 To the extent permitted by law, the company's liability (if any) for breaching any implied representation, warranty or condition that cannot be excluded is limited to (at the option of the company), the supply of the products and services again or the payment of the cost of supplying the products and services again. In no event shall the company be liable for consequential, incidental or punitive loss, damages or expenses howsoever arising, including but not limited to the negligence of the company, its contractors or agent.

7.3 Subject to clause 8, the company extends to the customer the benefit of the warranty, if any, provided to the company to the customer pursuant to this agreement.

7.4 Subject to clause 8, the company may, in its sole discretion, resupply of a request from the customer.

7.5 The company will not be deemed to have warranted that the products or services are fit for a particular purpose unless the customer has notified the company that the customer intends to use the products or services for that particular purpose.

8. Inspection

8.1 The customer shall inspect the products and services at the time of delivery and shall notify the company in writing of any damage to or defect in the products or services or of any non-compliance with description (if the products or services are supplied by description) within seven (7) days of the date of delivery.

8.2 The customer acknowledges that seven (7) days from delivery is sufficient time and reasonable opportunity for the customer to inspect the products and services.

8.3 The customer warrants and acknowledges that unless it notifies the company as provided in sub-class 8.1, it shall be deemed to have accepted the products and services.

9. General

9.1 This agreement constitutes the entire agreement between the company and the customer and any prior agreement or understanding between them in respect of the subject matter in this agreement, including any quotation is superseded by this agreement.

9.2 This agreement may be varied only by agreement in writing between the parties.

9.3 This agreement shall be governed by and constructed in accordance with the laws of Victoria and the parties submit to the jurisdiction of the Courts of that States.

10. Intellectual Property

The company owns and will retain the ownership of all intellectual property, copy right and design rights in and to the products the services and any associated documentation, and owns and will retain the ownership of any associated documentation produced in connection with the products and services.

11. Your signature acknowledges you have read and accept all terms and conditions of sale. If a company must be signed by an authorised signature. If a partnership, then signed by a partner.

Name: _____ Sign: _____ Date: _____

Name: _____ Sign: _____ Date: _____

12. Directors Guarantee

In consideration of Safeguard Safes Pty Ltd ABN 88 257 974 587 (hereinafter called The Company) granting credit to:

Name of Customer: _____

Address: _____

(Hereinafter called "The Customer") in accordance with the application for credit herein WE

FULL NAME	POSITION	ADDRESS
_____	_____	_____
_____	_____	_____

Hereby jointly severally guarantee to "The Company" the payment of all monies due by "The Customer" to "The Company" with respect to goods and services supplied at the request of "The Customer" and for which credit is given in accordance with the within application.

And we further jointly and severally agree that:

A. Neither we nor any of us shall be released from our liability under this guarantee by time or any other indulgence given to "The Customer" by "The Company" or by any other act or thing whatsoever other than the payment of the monies due by "The Customer" as aforesaid.

B. The guarantee shall be a continuing guarantee and shall not be determined by the death of any of us but shall bind the respective personal representatives of each of us.

C. This guarantee shall remain in force for the benefit of "The Company" its successors or assigns.

Dated the Day of 20 _____ SIGNATURES OF GUARANTOR/S
Signed sealed and delivered by the _____)

Said _____)

In the presence of _____)
(witness to sign)

Signed sealed and delivered by the _____)

Said _____)

In the presence of _____)
(witness to sign)