

SYDNEY TOOL PTY LIMITED ACN 112 852 285

BILLING INFORMATION FORM

Referred By:

Date:

TO: Sydney Tools Pty Limited ACN 112 852 285 ("Sydney Tools")

I/We the Customer named below (called variously "I/we" and "me/us" in this Billing Information Form) agree, declare and acknowledge that:

- (a) If this Billing Information Form ("this Form") is accepted by Sydney Tools, all of provisions (including the General Credit Terms), plus Sydney Tools Terms and Conditions of Sale as amended from time to time ("Terms of Sale") will be binding on me/us; and
- (b) I/We have been given and have read and understood Sydney Tools' current Terms of Sale prior to completing this Form.
- (c) Trade Terms: Payment due 30 days from date of invoice, or 7 days from end of month when paying via direct debit.

1. CUSTOMER INFORMATION

Nature of your business (Please select one):

☐ Government ☐ Public Company ☐ Large Company (with an annual turnover in excess of \$50 Million)

Registered and/or Trading Name:

ACN:

ABN:

Registered address:

Postal Address:

Postcode:

Business Address:

Postcode:

Business Contact Information (provide details of financial / administrative contact person/s)

Department or Business Area:

Name:

Position:

Telephone:

Mobile:

Facsimile:

Email address for invoices:

Website:

Documentation Required: a) Blank Bank Deposit slip with BSB and Account Number, or b) Bank Statement with Name, Address, BSB and Account Number

Authorised Purchasing Officers

1. Name:

Position:

Email:

2. Name:

Position:

Email:

3. Name:

Position:

Email:

Company Profile

1. Please briefly describe your business and the type of work carried out by your business:

2. What is your requested credit limit with Sydney Tools?: \$

3. What is the value of your estimated monthly purchases?: \$

4. What will you be using this credit for?:

5. Please check this box if you **do not** wish to receive marketing material from Sydney Tools ☐

Full Names and Addresses of Directors

1. Name:

Telephone:

Address:

Date of birth:

2. Name:

Telephone:

Address:

Date of birth:

3. Name:

Telephone:

Address:

Date of birth:

2. GENERAL CREDIT TERMS

1. **Payment:** The Customer must pay for all Products supplied by Sydney Tools prior to delivery or within any credit period granted in writing by Sydney Tools.
2. **Interest:** Sydney Tools is entitled to charge the Customer interest on amounts not paid within the specified credit period at a rate equivalent to the reference rate charged by Sydney Tools' principal bankers, from invoice date until payment of the debt.
3. **GST:** Each amount payable by the Customer under these Terms in respect of a Taxable Supply by Sydney Tools is a GST exclusive amount and on receipt of a tax invoice the Customer must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply", and "GST" have the meanings set out in the A New Tax System (Goods and Services) Act 1999.
4. **Withdrawal or Variation of Credit:** Sydney Tools may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Customer.
5. **Property:**
 - (a) Property in the Products shall not pass until the Customer has paid all moneys owing to Sydney Tools in full. Risk in the Products passes to the Customer at the time of delivery.
 - (b) Until payment of all moneys owed by the Customer to Sydney Tools, the Customer holds the Products as fiduciary bailee and agent for Sydney Tools and must keep the Products physically separate from all other goods of the Customer, and clearly identified as owned by Sydney Tools.
 - (c) If an Event of Default occurs, then without prejudice to Sydney Tools' other rights, Sydney Tools may without notice to the Customer enter any premises occupied by the Customer or any other place where the Products may be and recover possession of them. If the Customer sells any of the Products while money is owed to Sydney Tools, the Customer must keep the proceeds of the sale in a separate account and not mix them with any other funds.
 - (d) If the Customer uses the Products in some manufacturing or construction process of its own or of some third party, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as relates to such Products in trust for Sydney Tools. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to Sydney Tools and at the time of payment of such proceeds the Customer's obligation to pay the amount owed for such Products will be discharged.
 - (e) If the Products are resold, or goods using the Products are manufactured and resold by the Customer, the Customer holds all of the book debts owed in respect of such sales and proceeds of such sales in trust for Sydney Tools. Such part of the book debts and proceeds shall be deemed to equal in dollar terms the amount owed by the Customer to Sydney Tools at the time of the receipt of such book debts.
6. **Suspension or Ceasing of Supply:** (a) Sydney Tools may in its complete discretion and without incurring any liability to the Customer, cease or suspend supply of Products to the Customer or amend these Terms. (b) Without limiting clause 6(a), if an Event of Default occurs, Sydney Tools may, without prejudice to its other rights, call up moneys owed to it by the Customer, retain all moneys paid on account, or cease further deliveries and recover from the Customer all loss of profits arising there from, and/or take immediate possession of any Products not paid for.
7. **Liability of Sydney Tools:** Sydney Tools will not be liable for any loss or damage whatsoever suffered by the Customer as a result of any act, omission or statement made by Sydney Tools, its employees, contractors or agents whether negligent or not, except that nothing in these Terms limits any liability imposed by any statute unless or to the extent that it is lawful to do so.
8. **Certification:** A statement signed by an Officer certifying the amount of any moneys payable by the Customer or identifying any Products as "unpaid for" is, in the absence of manifest error, conclusive and binding on the Customer.
9. **Notification of Change of Details:** The Customer will notify Sydney Tools of any change in its structure or management, including any change of director, shareholder, partnership, trusteeship or address within 7 days of the change.
10. Sydney Tools may at any time set-off amounts owed by Sydney Tools to the Customer against amounts owed by the Customer to Sydney Tools.
11. **Effect of Other Terms:** These Terms are in no way affected by any other express or implied terms contained in any terms of sale issued in relation to the sale of the Products. No terms of the Customer apply to any agreement between the Customer and Sydney Tools.
12. **Expenses:** The Customer must pay to Sydney Tools any costs, charges and expenses (including all stamp duty and legal fees) incurred by Sydney Tools in connection with the entry into these Terms, the exercise or attempted exercise of any power, right or remedy under these Terms, and the failure of the Customer to comply with these Terms. In addition the Customer will be liable for all transactions involving the Customer's credit account, including fraudulent use of that account by the Customer or its employees.

13. Severance: Each clause and subclause of these Terms is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.
14. Application of Laws: The parties submit to the non-exclusive jurisdiction of the State of New South Wales and the law applying in that State is the proper law governing these Terms.
15. Definitions: In these Terms unless the context requires otherwise:
- (a) **"Customer"** means the customer whose details appear in this Form for Commercial Credit;
- (b) **"Event of Default"** means any of the following events: (i) the Customer fails to pay for the Products; (ii) the Customer is in breach of these Terms; (iii) if the Customer is a company: an order is made or a resolution is effectively passed for winding up of the Customer; the Customer resolves to appoint a receiver or provisional liquidator or an administrator, or a receiver or provisional liquidator or an administrator is appointed; the Customer goes into liquidation or makes an assignment or an arrangement or composition with its creditors; the Customer stops payment or is deemed unable to pay its debts within the meaning of the *Corporations Act 2001*; if the Customer is a natural person, an order is made for the Customer's bankruptcy, or the Customer dies or becomes mentally or physically incapable of managing his or her affairs or an order is applied for or made to place the assets and affairs of the Customer under administration; the Customer ceases or threatens to cease carrying on business;
- (c) **"Officer"** means each director, secretary, credit manager and authorised representative of Sydney Tools;
- (d) **"Products"** means all goods supplied by Sydney Tools to the Customer;
- (e) **"Terms"** means these General Credit Terms.

3. CREDIT AND PRIVACY INFORMATION

I/We consent to and authorise Sydney Tools:

- (a) To request a credit report containing information about my/our consumer or commercial credit arrangements from a credit agency for the purposes of assessing this Form;
- (b) To give a credit reporting agency information to allow the credit reporting agency to create and maintain a credit information file containing information about me/us;
- (c) To disclose a credit report or any personal information derived from the credit report, and any information about my/our commercial credit arrangements to Sydney Tools, a related body corporate of Sydney Tools, any agent of Sydney Tools assisting in processing the Form and any other provider of credit to me/us named in this Form in a credit report from a credit reporting agency; and
- (d) To notify and exchange information with other credit providers and any collection agent of Sydney Tools or any of its bodies corporate.

PRIVACY

I/We understand that any information disclosed will be in accordance with the *Privacy Act 1988* (Cth). I/we understand that I/we do not need to give any of the personal information requested in this Form. However, without this information it may not be possible to process this Form or provide me/us with an appropriate level of service.

By signing this Form I/we authorise Sydney Tools to collect, maintain, use and disclose my/our personal information in the manner set out in Sydney Tools' privacy policy as varied from time to time. I/we am/are aware that the policy is available on Sydney Tools' websites or by request.

4. SIGNING

I/we represent and warrant that I/we are duly authorised and have legal capacity to execute and deliver this Customer Credit Form on behalf of the Customer named herein.

I/we further represent and warrant that the Customer agrees to be bound by the General Credit Terms set out above and by the terms set out in this Customer Credit Form and warrant that the information given by me/us in this form is true and accurate.

Name:	Date:
Position:	Signature: (Signed for and on behalf of the Customer)
Witness Name:	Witness Signature:
Witness Address:	

***Each person signing on behalf of the Customer must provide 100 points of Identification, i.e. driver's licence or passport, which will be attached to this Billing Information Form.**

Direct Debit Service Agreement



The following is your Direct Debit Service Agreement with **[SYDNEY TOOLS PTY LTD 191 128 52285]**. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

Definitions

- **account** means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.
- **agreement** means this Direct Debit Request Service Agreement between you and us.
- **banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- **debit day** means the day that payment by you to us is due.
- **debit payment** means a particular transaction where a debit is made.
- **direct debit request** means the Direct Debit Request between us and you.
- **us** or **we** means **[SYDNEY TOOLS PTY LTD]**, (the Debit User) you have authorised by signing a *direct debit request*.
- **you** means the customer who signed the *Direct Debit Request*.
- **your financial institution** means the financial institution nominated by you on the DDR at which the *account* is maintained.

1. Debiting your account

By signing a *Direct Debit Request*, you have authorised us to arrange for funds to be debited from *your account*. You should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between us and you.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*

If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit *your account* on the following *banking day*.

If you are unsure about which day *your account* has or will be debited you should ask *your financial institution*.

2. Amendments by us

We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving you at least fourteen **(14) days'** written notice.

3. Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen **(14) days'** notification by writing to: **[30a Eva Street Roselands NSW 2196]** or by telephoning us on **[02-81991162]** during business hours or arranging it through your own financial institution.

4. Your obligations

Is your responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the ***Direct Debit Request***.

If there are insufficient clear funds in *your account* to meet a *debit payment*:

- (a) you may be charged a fee and/or interest by *your financial institution*;
- (b) you may also incur fees or charges imposed or incurred by us; and
- (c) you must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that we can process the *debit payment*.

You should check *your account* statement to verify that the amounts debited from *your account* are correct

5. Dispute

If you believe that there has been an error in debiting *your account*, you should notify us directly on **[02-81991162]** and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up with your financial institution direct.

If we conclude as a result of our investigations that *your account* has been incorrectly debited we will respond to *your query* by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. We will also notify you in writing of the amount by which *your account* has been adjusted.

If we conclude as a result of our investigations that *your account* has not been incorrectly debited we will respond to *your query* by providing you with reasons and any evidence for this finding in writing.

6. Accounts

You should check:

- (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- (b) *your account* details which you have provided to us are correct by checking them against a recent *account* statement; and
- (c) with *your financial institution* before completing the *Direct Debit Request* if you have any queries about how to complete the *Direct Debit Request*.

7. Confidentiality

We will keep any information (including *your account* details) in *your Direct Debit Request* confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about you:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

8. Notice

If you wish to notify us in writing about anything relating to this *agreement*, you should write **[30a Eva Street Roselands NSW 2196]**

We will notify you by sending a notice in the ordinary post to the address you have given us in the *Direct Debit Request*.

Any notice will be deemed to have been received on the third *banking day* after posting.



Direct Debit Request

Request and Authority to debit the account named below to pay
Sydney Tools Pty Ltd
ABN: 191 128 52285

Direct Debit Request and Authorisation

Last Name or Company Name

First Name or ABN

'you'

Request and authorise **SYDNEY TOOLS PTY LTD, DE ID 606139** to arrange, through its own financial institution, a debit to your nominated account any amount **SYDNEY TOOLS PTY LTD** has deemed payable by *you*.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from *your* account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Nominated Account Details

Name of Financial Institution

Address of Financial Institution

Name of Account to be debited

 -

BSB

Account Number

Payment Details

The debit will be made based on the trade terms

Acknowledgement

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and **SYDNEY TOOLS PTY LTD** as set out in this Request and in your Direct Debit Request Service Agreement.

Account Signatures

Signature

Name of signatory

Date

Signature

Name of signatory

Date