



ONE STOP FASTENER SPECIALIST
THE WDS GROUP PTY LTD
ABN 90 003 832 684



APPLICATION FOR CREDIT ACCOUNT

Trading Name:

Please select a grouping that best describes your business:

☐ Construction

☐ Electrician

☐ Manufacturing/Engineering

☐ Mechanic

☐ Plumbing

☐ Reseller

☐ Transport

☐ Other (please specify):

Number of Years Trading Under Current Business Name:

Business Entity:

☐ Company

☐ Partnership

☐ Sole Trader

Company Name (if applicable):

Date of Incorporation:

Paid Up Capital:

ABN:

ACN:

Street Address:

State:

Postcode:

Postal Address:

Company Website:

Purchasing Officer:

Name:

Tel: Fax: Email Address:

Accounts Officer:

Name:

Tel: Fax: Email Address:

Credit Limit Required: \$

Terms of Trade: As per agreement

Financial Details:

Bank: Account Name:

BSB: Account Number:

Trade References:

Tel: Fax:

Tel: Fax:

Tel: Fax:

Tel: Fax:

Directors Details:

Name: Address:

Name: Address:



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DIRECTOR/S PERSONAL GUARANTEE

I/We, as Directors/Proprietors of _____ further declare on behalf of the applicant Company/Business the following:

- (a)** agree to pay or procure payment to The WDS Group Pty Ltd by the company or some other person any amounts owing to The WDS Group Pty Ltd within the agreed payment terms; and
- (b)** acknowledge and agree that the company and I are jointly and severally liable for payment in respect of any order placed with The WDS Group Pty Ltd by the company or myself (or any person who has apparent authority of the Company or myself in the reasonable opinion of The WDS Group Pty Ltd); and
- (c)** warrant that all the information in this credit agreement is true and correct each time an order is placed with The WDS Group Pty Ltd; and
- (d)** authorise The WDS Group Pty Ltd to check any of the references, to make any credit checks in relation to the credit worthiness of the company or myself which The WDS Group Pty Ltd considers necessary; and
- (e)** acknowledge incurring obligations and giving rights under this agreement for valuable consideration from The WDS Group Pty Ltd; and
- (f)** unconditionally and irrevocably guarantee payment to The WDS Group Pty Ltd of any amounts owing by the company or myself to The WDS Group Pty Ltd for any reason whatsoever. If the company does not pay such and such amount on time and in accordance with the terms of this agreement, then I/We agree to pay those amounts to The WDS Group Pty Ltd upon demand from The WDS Group Pty Ltd; and
- (g)** warrant that Company has sufficient assets to meet its liabilities. This warranty is made each time an order is placed with The WDS Group Pty Ltd by or on behalf of the company or myself; and
- (h)** warrant that I have full authority to bind the company as contemplated in the document; and
- (i)** acknowledge that The WDS Group Pty Ltd is entitled to make a demand for payment from me whether or not any demand has been made on the Company or whether or not any action for recovery has been commenced against the Company; and
- (j)** if the Company fails to make any payment when due or commences to be wound up or is placed under official management or suffers a receiver manager to be appointed or becomes insolvent or bankrupt, it shall be lawful for The WDS Group Pty Ltd without previous notice to repossess the goods and enter any premises for the purpose of such repossession.
- (k)** Signing of this credit application shall constitute acceptance of the WDS Terms and conditions of trade attached to credit application.

All Director(s) to sign hereunder agreeing to the above:

Sign: _____

Sign: _____

Print: _____

Print: _____

Date: _____

Date: _____



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TERMS AND CONDITIONS OF TRADE

WDS and the Customer each agree with the other as follows:

1. DEFINITIONS

WDS	means The WDS Group Pty Ltd (ABN 90 003 832 684)
Customer	means the customer named on the Delivery Docket and Invoice.
Delivery Docket	means the document furnished by WDS to the Customer.
GST	includes a value added tax, consumption tax or goods and services tax.
Invoice	means a tax invoice (as defined in the Act) furnished by WDS to the Customer in respect of the product.
Product	means all goods supplied to the Customer by WDS from time to time.
Purchase Order	means the request by the Customer for the Product which is accepted by WDS.
Sum	means the price and other monies payable for the Product together with GST payable on the supply of the Product.

2. GENERAL

a. WDS supplies to the Customer the Product in accordance with these terms and conditions as varied in writing by WDS. Any variation in writing by WDS shall take precedence to these terms and conditions.

3. TERMS OF SALE

a. The Product is sold on these Terms and Conditions

4. PRICE

a. Unless otherwise stated, all Prices quoted by WDS are net and exclusive of all GST, transport costs and any other costs payable in respect of the supply of the Product.

b. Prices for Product quoted on price lists may be varied at any time without notice and Product will be invoiced at the then current price for those Products as at the time of the delivery.

5. PAYMENT

a. Payment for all goods will be made on or agreed credit terms.

b. Accounts exceeding this limit will be suspended until the account is paid in full.

c. If the Customer breaches these Terms, the Customer must pay any collection, commission, and/or legal fees charged by any third party to recover money due.

6. TITLE TO GOODS

a. Notwithstanding any other term and condition, the risk of the Product passes to the Customer on delivery but title to the Product does not pass until the Sum is paid in full.

b. Until such time as the Sum is paid in full, the Customer is only at liberty to sell the Product in the ordinary course of its business as agent for the Company on the condition that it holds on trust and accounts to the Company for the proceeds thereof.

c. Pending the passing of title to the Product the Company may require the Customer to mark the Product as being the property of the Company.

7. DELIVERY

a. Freight charges apply to all deliveries.



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TERMS AND CONDITIONS OF TRADE (continued)

8. INSPECTION BY CUSTOMER

- a. The Customer is obliged to open and check all Products supplied and to report any alleged deficiency within 14 days of delivery.
- b. Any claim by the Customer for non-delivery, short delivery, or delivery of the wrong Product must be notified to WDS within 14 days of the delivery.
- c. Any claims made outside of this date may not be accepted for credit, except where the supply of such Product breaches a condition prescribed by Statute or regulation which is unavoidable.

9. PRODUCT RETURNS

- a. The Customer may return Product but WDS will not be obliged to accept the returned Product and provide a credit in respect thereof, unless:
 - i. The Customer notifies WDS of its intention to return Product and WDS approves the return prior to the physical return of the Product;
 - ii. The Customer returns the Product within 14 days of the goods being received;
 - iii. The Product returned is accompanied by a request for credit that quotes WDS's invoice number, date and reason for return; and
 - iv. The Product and any packaging is returned in the same condition in which they were originally delivered to the Customer.
- b. Product will not be accepted for return for credit where:
 - i. Traceable products are not returned in their original sealed packets;
 - ii. Any Product is cut or otherwise reworked to Customer's specifications;
 - iii. Any Product has been specially manufactured and supplied to Customer's specifications;
 - iv. Any Product is altered or damaged by the Customer;
 - v. Any item outside of the normal product range is specially procured for the Customer; and
 - vi. The Customer has not advised WDS of the deficiency as per the conditions of Clause 8.
- c. Product approved by WDS for return by the Customer will be subject to a Handling and Restocking fee. Freight for returning these Products will be at the Customers expense and forwarding freight costs may be recharged as applicable.

10. EXCLUSION OF WARRANTY

- a. Nothing in this agreement excludes, restricts or modifies any condition, warranty or liability which may at any time be implied by the Trade Practices Act or Sales of Goods Act (NSW) or equivalent State or Territory legislation or any other law where to do so is illegal or would render any provision of this agreement void.
- b. Where the Company is responsible pursuant to the aforesaid condition warranty which can not be excluded the parties agree that the Company shall only be liable for the cost of repair or the resupply of the Product. Subject to this condition any express or implied condition, statement or warranty (statutory or otherwise) in respect of the Product is expressly negated and excluded.

11. GENERAL

- a. The validity, interpretation and performance of the agreement will be governed by and construed in accordance with the law of the State of New South Wales and of the Commonwealth of Australia which the parties acknowledge is the proper law of this agreement. Each of the parties irrevocably agrees that the Courts of the State of New South Wales and of the Commonwealth of Australia will have jurisdiction to hear and determine any suit, action or proceedings, and to settle any dispute, which may arise out of or in connection with this agreement and for this purpose irrevocably submits to the jurisdiction of such Courts.

12. ACCEPTANCE

- a. The initialling or signing of the Delivery Docket by the Customer or representative of the Customer shall constitute acceptance of the Product in accord with these terms and conditions.