



CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Trading name of business:					
Contact Purchasing:					
Telephone:		Fax:			
Mobile:		Website:			
Email:					
Contact Accounts:					
Telephone		Email:			
Primary business address:					
City:		State:		Post Code:	
Postal Address:					
City:		State:		Post Code:	

BUSINESS OWNERSHIP INFORMATION

Type of ownership:	Sole proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>	Company <input type="checkbox"/>	Trust <input type="checkbox"/>
Business owner/s*:				
ACN (if company):		ABN:		
DOB:				
Identification type (for sole proprietors):	Driver's License <input type="checkbox"/>	Passport <input type="checkbox"/>	Proof of Age Card <input type="checkbox"/>	
Identification no:		Expiry Date:		
Address details for owner/s:				
City:		State:		Post Code:

BUSINESS AND CREDIT INFORMATION

Date business commenced:					
How long at current address?					
Bank Name:					
Phone:					
Bank address:					
City:		State:		Post Code:	

*WHERE THE BUSINESS OWNER IS A PARTNERSHIP, PLEASE INSERT DETAILS FOR ALL PARTNERS

BUSINESS/TRADE REFERENCES					
Company name:					
Address:					
City:		State:		Post Code:	
Phone:		Fax:			
Email:					
Type of account:					
Company name:					
Address:					
City:		State:		Post Code:	
Phone:		Fax:			
Email:					
Type of account:					
Company name:					
Address:					
City:		State:		Post Code:	
Phone:		Fax:			
Email:					
Type of account:					
AGREEMENT					
<ol style="list-style-type: none"> 1. All invoices are to be paid 30 days EOM from the date of the invoice. 2. Claims arising from invoices must be made within seven working days. 3. By submitting this application, you authorise Think Water – Adelaide. To make inquiries into the trade references that you have supplied. 					
SIGNATURES					
Title:			Title:		
Date:			Date:		



Terms and Conditions of Trade

Lomman Irrigation Pty Ltd, ABN 57 107 281 265

Trading as Think Water Adelaide

111 Muller Road, Hampstead Gardens, SA, 5086

1. Definitions

- 1.1 **“Customer”** shall mean the customer or any person acting on behalf of and with the authority of the customer. Where more than one customer has entered into this agreement, the customers shall be jointly and severally liable for all obligations.
- 1.2 **“Goods”** shall mean goods supplied by the Supplier to the Customer (and where the context so permits shall include any supply of Services).
- 1.3 **“GST”** shall mean Goods and Services Tax as defined in the *A New Tax System (Goods and Services) Tax Act 1999* (Cth).
- 1.4 **“Guarantor(s)”** means that person (or persons), or entity who agrees herein to be liable for the debts of the Customer (if a limited liability Customer) on a principle debtor basis as set out in this agreement.
- 1.5 **“Price”** shall mean the cost of the Goods as agreed between the Supplier and the Customer subject to clause 4 of these Terms and Conditions.
- 1.6 **“Services”** shall mean all services supplied by the Supplier to the Customer and includes any advice or recommendations provided to the Customer.
- 1.7 **“Supplier”** shall mean Lomman Irrigation Pty Ltd, Trading as Think Water Adelaide and its successors and assigns.

2. Acceptance

- 2.1 Any instructions received by the Supplier from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Supplier shall constitute acceptance of the Terms and Conditions contained herein.
- 2.2 Upon acceptance of these Terms and Conditions by the Customer, the Terms and Conditions are irrevocable and can only be amended in accordance with these Terms and Conditions or with written consent of the manager of the Supplier.
- 2.3 None of the Supplier's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Supplier in writing, nor is the Supplier bound by any unauthorised statements.

3. Goods and Services

- 3.1 The Goods and/or Services are described on the invoice, quotation, work authorization or any other work commencement forms as provided by the Supplier to the Customer.

4. Price and Payments

- 4.1 The Price shall be as indicated on the invoice provided by the Supplier to the Customer in respect of the Goods supplied.
- 4.2 At the Suppliers sole discretion a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of Goods and shall become immediately due and payable.
- 4.3 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods.
- 4.4 At the Supplier's sole discretion, for certain approved Customers, payment will be due thirty (30) days following the date of the invoice (or as otherwise agreed in writing by the Supplier).
- 4.5 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus any charges that may be applicable), or by direct credit, or by any other method as agreed to between the Customer and the Supplier.
- 4.6 Unless otherwise stated, the Price is exclusive of freight delivery charges, insurance and other charges in relation to the transfer of the Goods from the Supplier's premises to the location designated by the Customer.
- 4.7 The Price shall be increased by the amount of GST and other taxes and duties which may be applicable, except to the extent that such tax is expressly included in any quotation given by the Supplier.

5. Delivery of Goods/Services

- 5.1 Delivery of the goods shall be made to the Customer's address or other location as provided by the Customer. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Customer at the Suppliers address.
- 5.2 Delivery of the Goods to a third party nominated by the Customer is deemed to be delivered to the Customer for purposes of this agreement.
- 5.3 The Customer shall bear the costs of delivering the Goods from the Supplier's premises to the location specified by the Customer unless otherwise agreed.
- 5.4 The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchase provided that;
 - (a) such discrepancy in quantity shall not exceed 5%; and
 - (b) the Price shall be adjusted pro rata regarding the discrepancy.
- 5.5 Any date or time specified by the Supplier for delivery of the Goods is intended as an estimate only and the failure of the Supplier to deliver shall not entitle the Customer to treat this agreement as repudiated.
- 5.6 The Supplier shall not be liable for any loss or damage whatever due to failure by Supplier to meet any estimates time for delivery or to deliver the Goods (or any of them) promptly or at all.

6. Risk

- 6.1 Notwithstanding the Supplier may retain title to the Goods pursuant to clause 13 of these Terms and Conditions, all risk for the Goods passes to the Customer on delivery.
- 6.2 If any of the Goods are damaged or destroyed prior to ownership in the Goods passing to the Customer as set out in Clause 13, the Supplier is entitled, without prejudice to any of its other rights or remedies under these Terms and Conditions, to receive all insurance proceeds in relation to the Goods. This entitlement applies whether or not the Price has become payable under these Terms and Conditions and this clause is evidence of the deemed assignment by the Customer of their interest or entitlement to the insurance proceeds in favour of the Supplier.

7. Defects/Returns

- 7.1 The Customer shall inspect the Goods on delivery and shall within fourteen (14) days of delivery notify the Supplier of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Supplier an opportunity to inspect the Goods within a reasonable time following the delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the Terms and Conditions and free from any defect or damage.

- 7.2 For defective Goods which the Supplier has agreed in writing that the Customer is entitled to reject, the Suppliers liability is limited to either (at the Suppliers discretion) replacing the Goods or repairing the Goods provided that;
- (a) the Customer has complied with the provisions of clause 7.1;
 - (b) the Supplier will not be liable for Goods which have been damaged or not been stored or used in a proper manner by the Customer; and
 - (c) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction materials in as new condition as is reasonably possible in the circumstances.

8. Warranty

- 8.1 For Goods not manufactured by the Supplier, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall be under no liability whatsoever except for express conditions as detailed and stipulated in the manufacturer's warranty.

9. Customers Disclaimer

- 9.1 The Customer hereby disclaims any right to rescind, or cancel this agreement or to sue for damage or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Supplier. The Customer acknowledges that it buys the Goods relying solely upon his own skill and judgment, and that the Supplier shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the manufacturer which shall be personal to the Customer and shall not be transferrable to any subsequent customer.

10. The Trade Practices Act 1974 and Fair Trading Act

- 10.1 Nothing in this agreement is intended to have the effect of contracting out any applicable provisions of the Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

11. Intellectual Property

- 11.1 Where the Supplier has designed or drawn Goods for the Customer, then the copyright and other intellectual property rights in those designs and drawings shall remain vested in the Supplier, and shall only be used by the Customer for the purpose as agreed with the Supplier.
- 11.2 Where any designs or specifications have been supplied by the Customer for manufacture by or to the order of the Supplier then the Customer warrants that the use of those designs or specifications for the manufacture, proceeding, assembly or supply of the Goods shall not infringe the rights of any third party.
- 11.3 The Customer indemnifies the Supplier against any action, losses, costs or claims arising from an infringement of any third party intellectual property rights from the use of any designs or specifications provided by the Customer.

12. Default and Consequences of Default

- 12.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgment.
- 12.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Supplier from any and against all the Supplier's costs and disbursements (on a full indemnity basis) and in addition all of the Supplier's agents costs of collection.
- 12.3 Without prejudice to any other remedies the Supplier may have, if at any time the Customer is in breach of any obligation (including those relating to payment) the Supplier may suspend or terminate the supply of Goods to the Customer and any of its other obligations under these Terms and Conditions. The Supplier will not be liable to the Customer for any loss or damage the Customer suffers because the Supplier exercises its rights under this clause.
- 12.4 In the event that:

- (a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Customer will be unable to meet its payments as they fall due; or
- (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any assets of the Customer, then without prejudice to the Supplier's other remedies at law:
 - (i) the Supplier shall be entitled to cancel any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and
 - (ii) all amounts owing to Supplier shall, whether or not due for payment, immediately become payable.

13. Title

- 13.1 Notwithstanding delivery of the Goods, the Customer acknowledges and agrees that property in the Goods shall not pass until:
- (a) the Customer has paid all amounts owing for the particular Goods, and
 - (b) the Customer has met all other obligations due by the Customer to the Supplier in respect of all agreements between the Supplier and the Customer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Supplier shall have received payment for the Goods and all other obligations of the Customer are met.
- 13.2 It is further agreed by the parties that:
- (a) until such time as ownership of the Goods shall pass from the Supplier to the Customer, the Supplier may give notice in writing to the Customer to return the Goods or any of them to the Supplier. Upon such notice, the rights of the Customer to obtain ownership or any other interest in the Goods shall cease.
 - (b) If the Customer fails to return the Goods to the Supplier then the Supplier or the Supplier's agent may enter upon and into the land and premises owned, occupied or used by the Customer, or any other premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.

14. Personal Properties Securities Act 2009 (Cth)

- 14.1 If this Agreement or any of the transactions contemplated by it create a Security Interest for the purposes of the *Personal Property Securities Act 2009* ("PPSA"), including but not limited to a Purchase Money Security Interest, the Supplier may register or give any notification or exercise any rights it may have in connection with the Security Interest.
- 14.2 The Customer must do such acts and provide such information (which information the Customer warrants to be complete, accurate and up to date in all respects) as in the opinion of the Supplier may be required or desirable to enable the Supplier to perfect the security interest created under the PPSA.
- 14.3 The Customer irrevocably and unconditionally waives its right to receive from the Supplier any notice under the PPSA (including without limitation under s157 of the PPSA) unless required by the PPSA and if the notice cannot be excluded.
- 14.4 The Customer agrees to pay the costs, charges and expenses of any incidental to the need for, or desirability of registration of, a financing statement or financing change statement or any action taken by the Supplier to comply with the PPSA or to protect its position under the PPSA. The Customer agrees to pay any costs incurred by the Supplier arising from any disputes or negotiations with third parties claiming an interest in goods supplied by the Supplier.

15. Cancellation

- 15.1 The Supplier may terminate this agreement or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Supplier shall not be liable for any loss or damage whatever arising from such cancellation.

16. Privacy Act 1988

- 16.1 The Customer and the Guarantor authorise the Supplier to obtain from a credit-reporting agency a credit report containing personal credit information about the Customer and the Guarantor in relation to credit provided by the Supplier.
- 16.2 The Customer and the Guarantor authorise the Supplier to exchange information about the Customer and Guarantor with credit providers named in this credit application and credit providers that may be named in a consumer credit report issued by a reporting agency for the following purposes:
- (a) to assess this credit application by the Customer;
 - (b) to notify other credit providers of a default by the Customer;
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and
 - (d) to assess the credit worthiness of the Customer and the Guarantor.
- 16.3 The Supplier may give personal or commercial information about the Customer to a credit reporting agency for the following purpose:
- (a) to obtain a consumer credit report about the Customer; and/or
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

17. Corporation

If the Customer is a corporation (with the exception of a publicly listed company) it must advise the Supplier of any alterations to its corporate structure (for example, by changing directors, shareholders or its constitution), and in the case of a change of directors or shareholders, the Supplier may require new guarantors to sign the guarantee and indemnity to this agreement.

18. Trust

If the Customer is a trustee of a trust, the Customer warrants that it enters into this agreement in both its capacity as trustee and in its personal capacity, it has the power to execute this agreement on behalf of the trust and it will not retire as trustee, or appoint a new or additional trustee without advising the Supplier in writing (in which case the Supplier may require new guarantors to sign the guarantee and indemnity to this agreement).

19. Partnership

If the Customer is a partnership, the Customer warrants that the partner(s) signing this agreement have the authority to enter into the agreement and the partnership agrees that it must not alter its structure without advising the Supplier in writing of the change (in which case the Supplier may require new guarantors to sign the guarantee and indemnity to this agreement).

20. General

- 20.1 This agreement constitutes the entire agreement between the parties relating in any way to the subject matter. All previous negotiations, understandings, representations, warranties or commitments about the subject matter are merged in this agreement and are of no further effect.
- 20.2 If any provisions of this agreement shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 20.3 Failure by the Supplier to enforce any of the Terms and Conditions shall not be construed as a waiver of any of the Supplier's rights hereunder or a waiver of continuing breach.

- 20.4 All Goods and Services supplied by the Supplier are subject to, and these Terms and Conditions shall be governed by, the laws of the State in which the obligations of the Supplier are performed and the Customer submits to the jurisdiction of the courts of that State.
- 20.5 The Supplier shall be under no liability whatever to the Customer for any indirect loss or expense (including loss of profit or consequential loss) suffered by the Customer arising out of a breach by the Supplier of these Terms and Conditions.
- 20.6 In the event of any breach of this agreement by the Supplier, the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Supplier exceed the Price in relation to the Goods.
- 20.7 Neither party shall be liable for any default due to any act of God, terrorism, war, strike, industrial action, flood, storm or other force majeure event beyond the reasonable control of either party.
- 20.8 All payments required to be made by the Customer under this agreement must be made free of any set-off or counterclaim and without deduction or withholding whatsoever.
- 20.9 The credit facilities provided by the Supplier are not transferable by the Customer without the prior written consent of the Supplier. The Supplier may assign, license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 20.10 The Supplier reserves the right to review these Terms and Conditions at any time from time to time. If, following any such review, there is to be any change, it will take effect from the date on which the Supplier notifies the Customer of such change.

CUSTOMER DETAILS:

NAME:	
ADDRESS:	
TELEPHONE:	
EMAIL:	
CONTACT PERSON:	
MOBILE:	

SIGNATURE

You warrant that the representations made by you in this agreement are true and correct and you are authorised to sign this agreement on behalf of the Customer. You have read the attached terms and conditions and agree that the goods and services provided by us shall be governed by this agreement.

Signature of Customer:		Name of Signatory:	
Date:		Position:	
Signature of Witness:		Name of Witness:	
Signature of Customer:		Name of Signatory:	
Date:		Position:	
Signature of Witness		Name of Witness	

OFFICE USE ONLY:

The Customer's Credit Application is accepted.

Signed for and on behalf of Lomman Irrigation Pty Ltd, T/as Think Water Adelaide by:

, a duly authorised officer.

[insert name]

Signature of Officer

Date:

GUARANTEE & INDEMNITY

To:	Lomman Irrigation Pty Ltd, 57 107 281 265 trading as <i>Think Water Adelaide</i>
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("Supplier")

Name:		Address:	
Name:		Address:	
Name:		Address:	

(the "Guarantor" or "Guarantors")

hereby covenant/s and undertake/s (and if more than one, jointly and severally) as follows:

1. In consideration of the Supplier extending or agreeing to extend credit or further credit to the Customer at the guarantors' request (testified by the Guarantors' execution of this agreement) for Goods and Services provided time to time, the Guarantors guarantee payment to the Supplier of all money which is now or at any time in the future becomes due and payable to the Supplier by the Customer on any account or accounts whether now existing or which may in the future be opened or in any manner whatsoever.
2. The Guarantors agree to guarantee and indemnify the Supplier against all losses, damages or expenses that the Supplier may suffer or incur as a result of, arising out of or in any way relating to, either directly or indirectly, any failure by the Customer to make due payment of any money owing to the Supplier whether for Goods or Services provided or otherwise, or any failure to observe the terms of any agreement between the Customer and the Supplier.
3. This guarantee and indemnity shall be a continuing guarantee and indemnity and shall not be considered as wholly or partially satisfied or discharged by any money which may at any time or times in the future be received or applied by the Supplier to the credit of any account of the Customer or the Guarantors where such funds are deemed to be held on trust by the Customer.
4. This guarantee and indemnity shall continue in force until such time as the Supplier releases the Guarantors in writing, notwithstanding the fact that any Guarantor is not or is no longer a director, shareholder or owner of the Customer.
5. This guarantee and indemnity is without prejudice to and shall not be affected by nor shall the rights or remedies of the Supplier against the Guarantors or any of the Guarantors be in any way prejudiced or affected by:
 - (a) any waiver or indulgence, whether as to time or otherwise, given to the Customer or to the Guarantors or any one or more of the Guarantors;
 - (b) any other security taken by the Supplier from the Customer or from any other person;
 - (c) any person named in this guarantee and indemnity as Guarantor failing to execute this guarantee and indemnity or failing or ceasing to be bound by the terms of this guarantee and indemnity; or

- (d) by any other act, matter or thing which under the law relating to sureties would or might but for this provision release the Guarantors or any of the Guarantors from all or any part of the Guarantors' obligations contained in this guarantee and indemnity.
6. The Guarantors authorise the Supplier to give time or any other indulgence or consideration to the Customer in respect of compliance with its obligations to the Supplier, even if giving time or any other indulgence or consideration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.
 7. The Guarantors agree that this guarantee and indemnity shall not be avoided, released or affected by the Supplier making any variation or alteration in the terms of its agreement with the Customer, even if such variation or alteration has the effect of increasing the Guarantors' liability under this guarantee and indemnity.
 8. The Guarantors' charge in favour of the Supplier all of their estate and interest in any real or personal property that the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 1 and 2 of this guarantee and indemnity.
 9. The Guarantors appoint as their duly constituted attorney the Supplier's company secretary from time to time to execute in the Guarantors' names and as the Guarantors' act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against property that the Guarantors may own, even though the Guarantors may not have defaulted in carrying out their obligations hereunder.
 10. Where two or more persons execute this guarantee and indemnity the guarantees, covenants and obligations in this guarantee and indemnity given or undertaken by the Guarantors binds the Guarantors jointly and each of the Guarantors severally and the Supplier may seek payment in full or in part from any one or more of the guarantors without seeking payment from the other Guarantors.
 11. The Supplier may proceed against the Guarantors under the guarantee and indemnity upon the default, refusal or inability of the Customer to pay as if the primary liability for any money owing was the Guarantors' own. The Supplier may proceed against the Guarantors notwithstanding any other rights it may have in relation to the recovery of the amounts hereby guaranteed.
 12. The Guarantors agree and consent to the Supplier obtaining from a credit reporting agency a credit report containing personal credit information concerning the Guarantors.
 13. If any provision of this guarantee and indemnity is not enforceable in accordance with its terms, other provisions which are self-sustaining are and continue to be enforceable in accordance with their terms.
 14. No sum of money which the Customer pays to the Supplier and the Supplier later pays, is obliged to pay, allows in account or is obliged to allow in account to a liquidator, administrator, receiver or trustee in bankruptcy of the Customer by reason of the Corporations Act 2001, Bankruptcy Act 1966 or otherwise shall, for the purpose of this guarantee and indemnity, be considered as discharging or diminishing the Guarantors' liability and this guarantee and indemnity shall continue to apply as if the said sum(s) had at all times remained owing by the Customer.

Dated this day of _____, 2015

Signature of Guarantor:	Name of Guarantor:
Signature of Witness:	Name of Witness

Signature of Guarantor:

Name of Guarantor:

Signature of Witness:

Name of Witness:
