



THREE RIVERS MACHINERY

CREDIT AGREEMENT

CUSTOMER NAME		
TRADING NAME		
YEAR OF INCORPORATION		
ABN		
TYPE OF REGISTRATION <input type="checkbox"/> Pty Ltd Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/> Public Company		
COMPANY ADDRESS		
BILLING ADDRESS		
PHONE		
MOBILE		
EMAIL		
FAX		
<input type="checkbox"/> Please tick to authorise tax invoices and statements to be sent via email <i>(our preferred method of distribution)</i>		
<input type="checkbox"/> Please tick to authorise contact via email and or sms		
CREDIT LIMIT REQUESTED	\$	
ACCOUNTS CONTACT		
PHONE		
EMAIL		
PURCHASING CONTACT		
PHONE		
EMAIL		
TRADE CREDIT REFERENCES		
CONTACT	COMPANY	PHONE
NAME OF GUARANTORS ('GUARANTORS') <i>(required to be completed if applicant trades as a company)</i>		
NAME	ADDRESS	PHONE

THE CUSTOMER AND THE GUARANTOR(S) ACKNOWLEDGES THAT PRIOR TO SIGNING THIS CREDIT AGREEMENT IT HAS READ AND FULLY UNDERSTOOD THE TERMS AND CONDITIONS OF THE AGREEMENT. THE CUSTOMER WARRANTS THAT IT WILL ABIDE BY THE TERMS AND CONDITIONS OF THE AGREEMENT AND THAT ALL REPRESENTATIONS AND WARRANTIES ARE TRUE AND ACCURATE IN ALL RESPECTS.

IF THE CUSTOMER IS A SOLE TRADER OR PARTNERSHIP

SIGNED by **THE CUSTOMER(S)** as an agreement)
in the presence of)

.....
Signature(s)

.....
Witness signature

.....
Name(s)

.....
Witness name

.....
Date

IF THE CUSTOMER IS A COMPANY

EXECUTED by **THE CUSTOMER** as an agreement)
in accordance with Section 127(1) of the)
Corporations Act 2001 (Cth) by:)

.....
Director(s) Signature

.....
Director(s) Signature

.....
Director(s) Name

.....
Director(s) Name

.....
Date

.....
Date

GUARANTEED BY PERSON AUTHORISED TO SIGN ON BEHALF OF THE COMPANY

SIGNED by **THE GUARANTOR(S)**)
as an Agreement in the presence of)

.....
Witness Signature

.....
Guarantor(s) Signature

.....
Witness Name

.....
Guarantor(s) Name

.....
Date

.....
Date

PLEASE RETURN COMPLETED & SIGNED PAGES 1 & 2 TO HELLO@3RM.COM.AU

STANDARD TERMS & CONDITIONS OF TRADE

**Please read the under mentioned terms carefully.
If you do not understand these terms you
should seek legal advice.**

AGREEMENT

I/We hereby agree to a credit account with the Supplier to the Customer on the terms and conditions as follows. I/We confirm that I/we have read the Supplier's standard terms and conditions and agree to be bound by them.

DEFINITIONS

'PPSR' means the Personal Property Securities Act 2009 (Cth).

'Security Interest' means a security interest as defined in the PPSR.

'The Supplier' means D3 Blue Pty Ltd trading as Three Rivers Machinery.

'The Customer' shall mean a customer of the Supplier who agrees to be bound by the terms of this Agreement.

TERMS

The agreed trading terms are 30 days from the date of the statement provided by the Supplier pertaining to the goods and services delivered. All orders received from the Customer are subject to these standard terms and conditions. Each and every good and service supplied by the Supplier to the Customer and subsequent invoice shall be subject to the terms of this Agreement.

These Terms of Trade apply to all transactions from which the Customer is supplied goods and/or services by the Supplier. If any future contract between the Supplier and the Customer is inconsistent with this Agreement, this Agreement will apply unless the subsequent contract refers to and specifically alters this Agreement.

AMENDMENTS

The Supplier reserves the right to amend this Agreement provided such amendments are conveyed to the Customer in writing prior to the amendments coming in to effect. The Customer further acknowledges that such writing will be by ordinary mail to the address set out in this Agreement, unless the Customer advises in writing to the Supplier a new address, and this new address is acknowledged by return in writing by the Supplier.

The Supplier shall be entitled at any time to assign its rights under this Agreement to its successors, nominated transferees or assigns, (including but not limited to, where applicable personal guarantees), and the Customer shall become bound to any such successor, nominated transferee or assign as if such successor, nominated transferee or assign were a party to this Agreement.

PAYMENT

Payment is accepted by cash, cheque, credit card or bank debit.

(a) Payment for all goods and services supplied must be paid within 30 days of the date of the statement pertaining to the goods and services delivered.

(b) The Supplier may withdraw credit facilities to the Customer at any time with notice in writing. Without limiting the Supplier's rights to withdraw credit facilities, the Supplier reserves the rights to stop supply and

place the account on stop credit until the account is returned to a nil balance. Once an account has been put on stop credit, it is unlikely that the previous credit terms will be reoffered.

PRICES

All prices shown in the Supplier's price lists are subject to alteration without notice.

MAXIMUM ORDER VALUE

There is a maximum amount of credit of \$5,000.00 including GST for the Supplier's Service Department charges. Repairs and maintenance exceeding this amount must be paid and funds cleared before the machinery leaves the Supplier's premises. Any services provided by the Supplier off site from the Supplier's premises exceeding \$5,000.00 are due and payable by the Customer within seven (7) days upon receipt of invoice.

ACCOUNT FEES

The Customer hereby agrees and acknowledges that at the absolute discretion of the Supplier, an account keeping fee of 2% per month will be levied on any or all amounts overdue in default of this Agreement.

ACCOUNT CREDIT

The Customer can request to increase the existing account credit limit from the original agreed amount. The Customer must complete an "Application to Increase Credit" form and submit the completed form to the Suppliers Account Manager for approval and processing.

COST INDEMNITY

The Customer further agrees to indemnify the Supplier for any legal costs incurred by the Supplier (including but not limited to charges and commission charged by mercantile agents) in respect of this Agreement, personal guarantees, securities given or other documentation whilst credit is being offered pursuant to this Agreement and the Customer further agrees to indemnify the Supplier for any dishonoured cheque fees incurred and in the event that the Customer's is in default of this Agreement and to indemnify the Supplier against its collection fees and legal costs.

DELIVERY

All delivery charges will be passed on and incurred by the Customer unless otherwise agreed by the Supplier. Any delivery dates quoted are estimates only and the Supplier is not bound by any such estimate and the Customer will not make claim or delay payment for non-delivery within the time estimated. It is hereby expressly agreed that the Supplier will not be liable for any costs, losses or damages arising, whether directly or indirectly, from non or late delivery of any goods or services ordered.

RETENTION OF TITLE

Until all invoices or other monies due under this Agreement are paid in full and cleared funds, all right, title, interest and ownership of the goods remain with the Supplier, but the risk passes to the Customer on delivery. Delivery shall occur when the Supplier or its Agent delivers to the Customer or as reasonably directed by the Customer and/or if the Customer or its Agent(s) takes delivery, at the point of delivery. Until the Supplier is paid in full, the relationship of the Customer to the Supplier shall be fiduciary in respect of the goods and the Customer shall hold the goods as bailee only for the Supplier. The Customer shall store the goods separately from its own until ownership has manifested in the Customer.

The Customer shall ensure that the goods supplied by the Supplier will not be sold to a third party before payment in full cleared funds are received by the Supplier from the Customer, or in the event of the appointment of an Administrator/Controller, Managing Controller, Receiver, Receiver Manager or Liquidator, or entry into an Informal/Formal Deed of Arrangement under the Bankruptcy Act of 1966 by the Customer, the Customer hereby assigns to the Supplier its right of recovery of payment from any such third party. The money(ies) resulting from the sale of the goods are to be specifically earmarked and placed in a separate account of trust for the Supplier until payment in full is made to the Supplier for the cost of the goods.

PPSR

Notwithstanding that all right, title, interest and ownership of the goods remains vested in the Supplier until the Supplier receives payment in full, cleared funds, the parties acknowledge that this Agreement establishes a registerable Security Interest against the Customer against all present and future acquired property of the Customer. In the event the Customer is in default of the terms of this Agreement the Customer, without reservation or limitation grants to the Supplier a right of entry to any or all properties under the Customer's control, where the goods supplied by the Supplier are reasonably expected to be stored. The Customer indemnifies and save harmless the Supplier, its servants or agents in relation to loss or damage as a result of the retaking of possession of the said goods. Further in the event the Supplier exercises its right of retaking possession of the said goods, the Customer grants power of sale to the Supplier to resell the said goods and the Customer acknowledges that any shortfall owing after the said goods are resold will remain as a debt owed by the Customer to the Supplier.

EXCHANGE OR RETURN OF GOODS

(a) Return of goods will not be accepted unless prior approval in writing has been given by the Supplier which may be withheld at the Supplier's absolute discretion.

(b) Where goods have been incorrectly supplied, are faulty or have been damaged in transit, the Customer undertakes to notify the Supplier within 7 days of receipt of the goods and agrees that no claims for losses, damaged or faulty goods will be binding on the Supplier should the Customer fail to notify the Supplier within 7 days as aforesaid.

(c) The Supplier will not be responsible for the freight charges for goods returned under its written approval unless otherwise agreed by the Supplier.

(d) The Supplier may, at its sole discretion, issue a credit for the returned goods or exchange them.

(e) Other than as set out in this Clause, the Supplier is not responsible for any costs, losses or damages arising, whether directly or indirectly, as a result of any defect or fault in the goods.

(f) Where goods have been supplied by the Supplier, and the Supplier has agreed to accept return of those goods; the goods must have a retail value greater than \$200.00 plus GST. 25% of the gross invoice value of the goods plus freight will be payable by the Customer as a return/restocking fee.

CHANGE OF STATUS

In the event of any change of status of the Customer, or a change to the Directors or Shareholders of a corporate

Customer or the liquidation, administration or bankruptcy of the Customer, then it is agreed that all goods supplied thereafter shall be paid for on delivery by the Customer. Such payment will be by way of cash, cheque, credit card or electronic fund transfer only. Should there be any variation to any of the information supplied by the Customer in this Agreement or in the event of restructure of the Customer's business (such as a conversation to or from a Company or trust or the appointment of new directors), the Supplier shall be immediately notified in writing. Until a new Agreement form is signed and approved in writing by the Supplier, this Agreement and those person(s) who signed as guarantor(s) shall remain liable to the Supplier as though all goods and services were supplied to the original Customer.

CREDIT REPORTING

The Customer agrees that the Supplier may make any inquiries from any credit-reporting agency that it deems desirable and permits such credit reporting agency to disclose to the Supplier any and all information about the Customer in relation to their credit worthiness.

SERVICE OF DOCUMENTS

The parties acknowledge that service of all documents will be via prepaid postal address envelope to the address nominated on this Agreement, unless a new address is provided by the Customer and such new address is acknowledged by return in writing from the Supplier. If the Customer has nominated email as the preferred method of delivery for documents it will via the email address nominated on this Agreement, unless a new email address is provided by the Customer and such new email address is acknowledged by return in writing from the Supplier. The parties expressly acknowledge that service is deemed to be effected after the expiration of 2 working days from date of posting or emailing of the documents.

PRIVACY ACT

The Supplier acknowledges that all 'personal information' collected by the Supplier shall be treated with the Privacy Act 1988, as amended by the privacy Amendment (Private Sector) Act No 155 of 2000.

SEVERANCE

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction only, be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this Agreement which are self-sustaining and capable of separate enforcement without regard to the read down or severed provision in that jurisdiction are and will continue to be valid and enforceable in accordance with their terms.

GUARANTEE

In the consideration of the Supplier granting a credit facility to the Customer, I/we as Guarantor(s) hereby guarantee payment of all accounts, interest, legal costs and all other charges that might arise from non-payment of an account by the Customer or any other breach of this Agreement by the Customer.