



## HEAD OFFICE

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BRANCH:

REP:

## PRIVATE & CONFIDENTIAL

# APPLICATION FOR CREDIT FACILITY

### INSTRUCTIONS

\*\*\* PLEASE, READ CAREFULLY AND PRINT ALL DETAILS CLEARLY \*\*\*

### FOR OFFICE USE ONLY

APPLICATION FOR (COMPANY NAME): \_\_\_\_\_

COMMENT: \_\_\_\_\_

\_\_\_\_\_

DEBTOR NO: \_\_\_\_\_ CREDIT LIMIT: \_\_\_\_\_

DATE: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

Date : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Business Operated as a:** Please tick [ ✓ ]

Sole Trader                       Partnership                       Pty Ltd Company

**Company Name:** \_\_\_\_\_

Trading Name: \_\_\_\_\_

ACN: \_\_\_\_\_ ABN: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Delivery Address : \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

Phone No: ( \_\_\_\_\_ ) \_\_\_\_\_ Mobile No: \_\_\_\_\_

Email: \_\_\_\_\_

**Accounts Name:** \_\_\_\_\_

Phone No: ( \_\_\_\_\_ ) \_\_\_\_\_ Mobile No: \_\_\_\_\_

Statement Email: \_\_\_\_\_

Invoice Email Address: \_\_\_\_\_

Date Business Commenced: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Is the applicant a trustee for any trust?:     Yes     No

If yes, please indicate name of trust: \_\_\_\_\_

Names and addresses of: Directors / Partners / Sole Trader

Applicant 1: **\*\*ALL FIELDS ARE MANDATORY\*\***

Applicant 2: **\*\*ALL FIELDS ARE MANDATORY\*\***

Surname: _____
Christian Names: _____
Private Address: _____
_____ Post Code: _____
Phone No: ( _____ ) _____
Mobile: _____
Date Of Birth: _____ / _____ / _____
Private Premises: <input type="checkbox"/> Owned <input type="checkbox"/> Rented
Driver Licence Number: _____

Surname: _____
Christian Names: _____
Private Address: _____
_____ Post Code: _____
Phone No: ( _____ ) _____
Mobile: _____
Date Of Birth: _____ / _____ / _____
Private Premises: <input type="checkbox"/> Owned <input type="checkbox"/> Rented
Driver Licence Number: _____

Applicant 3: **\*\*ALL FIELDS ARE MANDATORY\*\***

Surname: \_\_\_\_\_  
Christian Names: \_\_\_\_\_  
Private Address: \_\_\_\_\_  
\_\_\_\_\_ Post Code: \_\_\_\_\_  
Phone No: ( \_\_\_\_ ) \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Date Of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Private Premises:  Owned  Rented  
Driver Licence Number: \_\_\_\_\_

Applicant 4: **\*\*ALL FIELDS ARE MANDATORY\*\***

Surname: \_\_\_\_\_  
Christian Names: \_\_\_\_\_  
Private Address: \_\_\_\_\_  
\_\_\_\_\_ Post Code: \_\_\_\_\_  
Phone No: ( \_\_\_\_ ) \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Date Of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Private Premises:  Owned  Rented  
Driver Licence Number: \_\_\_\_\_

Have any of the above named directors/partners/sole traders ever been bankrupt or entered into a composition or scheme or arrangement or been a director of a failed company.

Answer: Please tick [ ✓ ] appropriate box  Yes  No

If yes, give details: \_\_\_\_\_  
\_\_\_\_\_

**Landlord's Name:** \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Phone No: ( \_\_\_\_ ) \_\_\_\_\_ Mobile No: \_\_\_\_\_

**Accountant's Name:** \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Phone No: ( \_\_\_\_ ) \_\_\_\_\_ Mobile No: \_\_\_\_\_

**Trade References:**

1: \_\_\_\_\_ Phone No: ( \_\_\_\_ ) \_\_\_\_\_

2: \_\_\_\_\_ Phone No: ( \_\_\_\_ ) \_\_\_\_\_

3: \_\_\_\_\_ Phone No: ( \_\_\_\_ ) \_\_\_\_\_

4: \_\_\_\_\_ Phone No: ( \_\_\_\_ ) \_\_\_\_\_

Credit Limit requested: \$ \_\_\_\_\_

**\*\*\* GO TO LAST PAGE, TERMS AND CONDITIONS, READ CAREFULLY AND SIGN. \*\*\***

**GENERAL TERMS & CONDITIONS**

**1. INTERPRETATION**

"The Company" "We" "Our" or "Us" means Nover & Co Pty Ltd.  
"The Applicant" or "You" means the Sole Trader, Partnership or Company to whom goods are sold by Nover & Co Pty Ltd and its legal personal representatives, successors and permitted assigns.  
"The Guarantor" means any person who guarantees the Applicants obligations under this application.  
"Goods" means goods supplied by us to you from time to time.

**2. TERMS OF PAYMENT**

- 2.1 You agree that until we confirm that credit terms have been granted to you, all Goods are supplied on a cash before delivery basis.
- 2.2 The due date is strictly nett 30 days.
- 2.3 Payment is due by the Applicant on or prior to 30 days from end of the month in which the goods were supplied, unless otherwise stated.
- 2.4 You may pay by Visa, Mastercard, Bankcard or Amex. However, we reserve the right to charge a credit card processing fee for effecting payment by this method at the rate advised by us from time to time.
- 2.5 You agree that if you fail to pay in accordance with this clause 2, we may:
  - (a) Charge a late payment fee of two percent (2%) plus GST, on a monthly basis, on all overdue amounts as from the due date.
  - (b) Sue for the money owing on the Goods.
  - (c) Recover all collection costs and expenses incurred in collecting overdue accounts.
  - (d) Charge a dishonour handling fee at the rate advised by us from time to time.
  - (e) Withhold supply.
- 2.6 It is hereby expressly stipulated that the Company shall not be liable to the customer for any loss or damage which results directly or indirectly from the suspension or termination of the Applicant's trading account, or failure or refusal to supply goods to the customer for whatever reason. The Company may in its absolute discretion, upon the suspension or termination of the Applicant's account, continue to supply goods on a cash payment basis, provided that where a cheque is tendered in payment, goods will not be dispatched to the Applicant until such time as the Company has had sufficient time to obtain a clearance of the funds.

**3. NON TRANSFERABLE OR ASSIGNMENT**

- 3.1 If this application is approved, the credit facility is only granted to the Applicant on this application and no other person or company.
- 3.2 The credit facility is not transferable or assignable to any other person, business name or proprietary limited company without prior approval in writing from the Company.
- 3.3 Payments received from 2nd or 3rd parties, other names or companies are accepted in payment of the Applicants account, but are not accepted as notification of any change of business structure or name, nor transfer of any debt.

**4. PRIVACY ACT**

- 4.1 The Company is entitled to give a credit reporting agency personal information about the Applicants application.
- 4.2 The Applicant agrees to the Company obtaining from a credit reporting agency a credit report containing personal credit information about the Applicant to assess whether to accept this credit application.
- 4.3 Nover's policy on the handling of personal information is to comply with the Australian Privacy Principles for the fair handling of personal information, as set out in the Privacy Amendment (Enhancing Privacy Protection) Act. 2012.

**5. CREDIT LIMIT**

- 5.1 The credit limit as advised by the Company shall be the maximum credit limit. The Company will always reserve its right to vary up or down the credit limit at the Company's discretion.
- 5.2 The Company reserves the right to without notice suspend, terminate and discontinue any credit facility at which time any monies outstanding, together with any interest or account keeping fees thereon shall be immediately due and payable.

**6. ACKNOWLEDGEMENT OF TERMS AND CONDITIONS**

- 6.1 The Applicants operation of the granted credit facility constitutes their acceptance of all terms and conditions, declaration and guarantee.
- 6.2 The Applicant acknowledges that the Company accepts no responsibility for unauthorised use of the credit facility, the onus is on the Applicant to use official order forms or trustworthy officers.

**7. TERMS AND CONDITIONS OF SALE**

- 7.1 Prices as contained in any published price lists are subject to alteration without notice. Notwithstanding any offer, quotation, tender or price list, orders can only be accepted on the understanding that prices are those ruling at the date of delivery.
- 7.2 Prices do not include GST, this will be charged as a separate item on the invoice.
- 7.3 Orders are accepted and promises for delivery are given without responsibility if orders remain wholly or partially unexecuted due to risk and uncertainties of supply, strikes, accidents or other causes beyond our control.
- 7.4 We reserve the right to refuse cancellation for goods manufactured or ordered to the Applicants specifications.
- 7.5 Sizes and weights are approximate only as variations during manufacture cannot be avoided.
- 7.6 Illustrations are not binding as to details, as modifications and improvements in manufacture and design are introduced from time to time.

- 7.7 Our responsibility for damage or shortage ceases with the loading of the goods onto the delivery vehicle.
- 7.8 No returns will be accepted without our prior approval. If goods are returned due to the Applicants error, then a handling charge at the rate advised by us from time to time, will apply. All notifications must be made within 7 days. See Nover claims policy on our website [www.nover.com.au](http://www.nover.com.au)
- 7.9 Goods will not be accepted for credit more than 14 days after delivery date.
- 7.10 Goods may be returned for credit, by prior mutual agreement, provided the goods are in their original packaging but will be subject to a handling fee of 20% plus GST of total invoice value, or manufacturers surcharge, whichever is the greater.
- 7.11 All goods of faulty manufacture (excluding unavoidable imperfections) will be dealt with in accordance with the manufacturers warranties and conditions of sale. Subject only to the provisions of the Trade Practices Act our liability is limited to:
  - (a) The cost of replacing the goods.
  - (b) The cost of obtaining equivalent goods, or
  - (c) The cost of having the goods repaired, whichever is the lower amount.
  - (d) The Company's responsibility does not cover any fault in the installation of any product.
- 7.12 Agents, distributors or resellers of the Company's products have no right to assume any obligation on the Company's behalf, whether expressed or implied to bind the Company in any way.
- 7.13 Possession of the Company's catalogue, leaflet or price list is not to be construed as an offer to sell to the Applicant or to anyone else, the goods listed therein at the published prices.
- 7.14 Prices are ex Nover warehouse.

**8. RESERVATION OF TITLE IN GOODS SUPPLIED BY THE COMPANY**

- 8.1 In no case will title or property in any goods supplied pursuant to this agreement pass to the Applicant until payment has been made to the company in full for the goods supplied, including costs of transit, delivery etc. Any sale of the goods (whether or not incorporated in any structure of improvement) by the Applicant to a third party prior to the passing of title to the Applicant will be deemed to have been made by the Applicant as agent for the Company, and the sale proceeds sufficient to cover the price of the goods and cost of transit, delivery etc. shall be held in trust for the Company as its property. For the purpose of this agreement where payment is made by cheque, payment shall be deemed to have been made only when the cheque is paid by the drawer's bank.
- 8.2 The Applicant shall be liable for any damage to goods after delivery.
- 8.3 In the event of the Applicant having a bankruptcy notice issued against him, or in the case of a Company, if an Administrator or Liquidator has been appointed, and in the event of goods having been supplied by the Company and full payment for such goods not having been received by the Company, then the Company shall have the full and unfettered right to enter onto the premises or yard or property or building site of the Applicant at any time to take possession of such goods in respect of which payment has not been made to the Company. Ownership of such goods at all times remain vested in the Company.

**9. PROPER LAW**

Proper law of all contracts arising between Nover & Co Pty Ltd and the Applicant shall be proper law of the state of New South Wales and the parties agree to submit to the Courts of that State.

- 10. The applicant authorises the Company to forward the Applicant, from time to time, advertising or other literature relating to any products or services of the Company.

**11. DECLARATION AND GUARANTEE**

- 11.1 I/We have read and understood the terms and conditions, declaration and guarantee as set out and certify that the information given in this application is true and correct.
- 11.2 I/We hereby declare that the Applicant is not and will not be the trustee in any trust structure. Privacy Act, I/We agree:
  - (a) The Company is entitled to give a credit reporting agency personal information about this guarantee.
  - (b) The Guarantor agrees to the Company obtaining from a credit reporting agency, a credit report containing personal credit information about me/us to assess whether to accept me/us as a Guarantor for credit applied for by or provided to the Applicant.
- 11.3 Company directors whether as a corporate trustee or otherwise guarantee, if the Applicant is an incorporated company and this guarantee is signed by any one director of the incorporated company, then it shall subsequently be deemed the authority of all other company directors of the Applicant to have each consented to be extended and considered liable under this guarantee, jointly and severally, even if they personally did not sign.
- 11.4 The Guarantor agrees, in consideration of the Company granting to the Applicant the supply of goods and services on credit, that the Guarantor hereby irrevocably guarantees that if the credit facility granted to the Applicant becomes overdue or unpaid on demand, then the guarantor will accept personal responsibility for such payment.
- 11.5 The Guarantor agrees that the Company shall be entitled to recover from the guarantor and without first taking any recovery action or proceedings against the Applicant. The Guarantor accepts that all commissions and legal costs involved in collection of any overdue monies will be fully payable by the Guarantor. This guarantee is to be a continuing guarantee and the Guarantors liability under it shall not be affected by the Company giving time or other indulgences to the said Applicant.
- 11.6 I/we, the Applicant and Guarantor(s) hereby consent to the registration of a caveat to secure an equitable mortgage for the credit facilities provided to the Applicant.
- 11.7 Refer to Nover website for full declaration and guarantee [www.nover.com.au](http://www.nover.com.au)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

1. \_\_\_\_\_  
Signature of Guarantor  
\_\_\_\_\_  
Print full name of Guarantor

2. \_\_\_\_\_  
Signature of Guarantor  
\_\_\_\_\_  
Print full name of Guarantor

3. \_\_\_\_\_  
Signature of Guarantor  
\_\_\_\_\_  
Print full name of Guarantor

4. \_\_\_\_\_  
Signature of Guarantor  
\_\_\_\_\_  
Print full name of Guarantor

Signature of Witness

Print full name of Witness