

ABN: 33 618 009 680

CREDIT ACCOUNT APPLICATION FORM



Experts in
Advanced Security Systems

PLEASE POST ORIGINAL FORM TO:

Unit 144, 45 Gilby Road,
Mt. Waverley, VIC 3149

OFFICE USE ONLY	
S.R.	
ACCPAC CODE	
DATE	

IMPORTANT: 1 x copy of Driver License is required for this application to be processed. Any missing documents will result in longer processing time. Please ensure that you attach all required documents along with this application form.

PLEASE COMPLETE THE FORM IN BLOCK LETTERS.

Trading Name:

Contact Name:

ABN #:

Business Type: Sole Trader Partnership

Trading Company Trustee Company for Family or Unit Trust

Company Name:

Parent Company (if applicable):

Business Address:

Suburb..... Postcode..... State.....

Mailing Address:

Suburb..... Postcode..... State.....

Delivery Address:

Suburb..... Postcode..... State.....

Phone: Fax:

Mobile: Email:

CREDIT Limit Required: \$..... CSM account manager

****Please tick here if you do not wish to receive Marketing Materials.**

DECLARATION

The applicant requests the above named Company/Firm ('The Company') to open an account on the basis of the Company's standard Term and Conditions of Trading and agrees to be bound by such Terms and Conditions. The Applicant and the signatory to this Application further acknowledge that the information provided in this Application is true and correct and has been relied upon by the Seller to determine whether to grant the Applicant credit and that the signatory has full authority to complete this Application Form on behalf of the Applicant.

.....

Signature Print Name Position of Signatory Date



Please return completed form by email to creditcontrol@csmsec.com.au
 If you have any questions, please contact us on 1300 663 904 or creditcontrol@csmsec.com.au

TERMS AND CONDITIONS OF SALE

CSM website copy

1. DEFINITIONS

- 1.1 "CSM" means CSM SEC Pty Ltd (ABN 33 618 009 680).
- 1.2 "Customer" means the person ordering the goods subject to this Contract.
- 1.3 "Goods" means the goods provided by CSM.

2. GENERAL

2.1 The only contractual terms which are binding upon CSM are those set forth herein or otherwise agreed to in writing by CSM and those which are imposed and which cannot be excluded by law. All other conditions, warranties, representations, statements and obligations, whether expressed or implied which would otherwise be binding on CSM are to the extent permitted by law hereby expressly excluded and negated.

3. PRICE

- 3.1 All sales are made by CSM at its ruling price at the time of delivery.
- 3.2 CSM's price lists, invoices and statements, GST and other government imposts will be charged to the Customer's account.
- 3.3 The Customer will provide its Tax File Number, A.B.N. and any other information required by any GST legislation or equivalent prior to any dealings.

4. PAYMENTS

- 4.1 Payment is to be by Electronic Funds Transfer, cash, cheque or bank cheque within thirty (30) days from the date which the relevant invoice was issued without deduction.
- 4.2 If payment is not made in accordance with clause 4.1, then interest on overdue accounts will be charged, at CSM's discretion, at the rate applicable from time to time pursuant to be Penalty Interest Rates Act 1983 (Vic), plus an additional 1.5%.
- 4.3 If the customer fails to pay as herein provided CSM SEC Pty Ltd may
 - suspend deliveries;
 - terminate contracts in relation to undelivered goods;
 - terminate all credit facilities; and
 - institute legal action for recovery of outstanding amounts and costs incurred.

5. GST

- 5.1 The Customer agrees to pay for any taxable supply at prices to take into account GST.

6. RECOVERY COSTS

6.1 The Customer will pay the costs and expenses incurred by CSM or its Solicitors, Legal Advisors, Mercantile Agents and other parties acting on its behalf in respect of anything instituted or being considered against the Customer whether for debt, possession of any products, breach of these Terms or otherwise.

7. INDEMNITY

7.1 The Customer indemnifies CSM against any claim for any costs, loss or damage arising from or relating in any way to any contract between CSM and the Customer or anything arising there from, or arising as a result of or subsequent to any breach of these Terms.

8. CREDIT LIMIT

- 8.1 If CSM grants any credit facility or nominates any credit limit, this is an indication only of intention at the time.
- 8.2 CSM can vary or withdraw any credit facility at any time at its discretion and without any liability to the Customer or any other party.

9. INSOLVENCY

- 9.1 If the Customer commits or is involved in any act of insolvency, it agrees that this should be deemed in default under these Terms.
- 9.2 An act of Insolvency is deemed to include Bankruptcy, Liquidation, Receivership, Administration or the like.

10. RETENTION OF TITLE

- (i) The legal and equitable title in the goods will only pass to the purchaser when all moneys owing by the purchaser to CSM on any account whatsoever have been paid in full. Pursuant to the terms of and as defined by the Personal Property Securities Act 2009 (Cwth) ("PPSA") the purchaser grants to CSM a security interest in the goods to secure payment of the moneys owing which is a purchase money security interest to the extent to which it secures payment of such moneys owing and consents to CSM registering this security interest under the PPSA and waives any right to receive notice of such registration. The purchaser must not do or permit anything to be done which may result in the purchase money security interest granted to CSM ranking in priority behind any other security interest.
- (ii) Until such payment in full, the purchaser acknowledges that the goods are held by the purchaser as bailee for CSM and that a fiduciary relationship exists between CSM and the purchaser in relation to the goods, which must be stored separately as a fiduciary of CSM in good condition and in such a way which clearly indicates the ownership of CSM in the goods.
- (iii) While CSM retains title in the goods the purchaser shall not bail, pledge, mortgage, charge, obtain or grant a lien over, lease or assign by any other way the goods or any security in the goods.
- (iv) The purchaser irrevocably authorises CSM by its servants or agents to enter to enter upon any site where the goods are located to take possession of the goods without any prior notice or for any purpose connected with or in relation to the protection or enforcement of the rights of CSM to the goods.
- (v) The purchaser shall be liable for the payment of all costs, charges and expenses incurred by CSM on a full indemnity basis (including legal costs, repossession costs and the cost of any mercantile agent) in the recovery or attempted recovery of the goods or of payment of any moneys owing by the purchaser to CSM or in the protection or enforcement of its rights in relation to the goods.
- (vi) To secure payment of all moneys which may become payable by the purchaser to CSM on any account whatsoever the purchaser hereby charges with the due payment of all moneys payable by the purchaser to CSM all of the purchaser's beneficial interests in freehold or leasehold property held by it now or in the future as security for payment of all and any moneys payable by the purchaser to CSM and consents to CSM lodging a caveat or caveats noting its interest in such property, and upon demand by CSM the purchaser agrees to immediately execute a mortgage or other instrument in terms satisfactory to CSM to further secure payment of such moneys. The purchaser hereby and by way of security irrevocably appoints every officer and legal practitioner of CSM jointly and each of them severally as the purchaser's lawful attorney with the power and for the purpose of executing (including as a deed) a mortgage or other instrument of security in any form as determined by such attorney over any real property of the purchaser to secure such moneys.

11. LIMITATION OF LIABILITY

- 11.1 The Customer agrees to limit any claim it makes concerning any products to the cost of replacement of the subject products or their equivalent or to the provision of services again.
- 11.2 CSM shall not be liable for any claim, loss of expense arising after seven (7) days from date of delivery (or all at once the products have been unpacked or otherwise used or applied) after which there shall be deemed to have been unqualified acceptance.
- 11.3 CSM will not be liable for any contingent consequential direct or indirect special or punitive damage arising in any way extending to otherwise relating to or binding upon CSM, other than these Terms is made or given.
- 11.4 No other term, condition, agreement, warranty, representation or understanding, whether express or implied in any way extending to, otherwise relating to or binding upon CSM, other than these Terms is made or given.

12. EXCLUSIONS

- 12.1 Sample: No contract between CSM and the customer shall be or be deemed to be a sale by sample.
- 12.2 If CSM publishes material concerning its products and prices anything so published which is incompatible with these Terms is expressly excluded.
- 12.3 The Customer will rely on its own knowledge and expertise in selecting any products for any purpose and any advice or assistance given for or on behalf of CSM shall be accepted at the Customer's risk and shall not be or be deemed given as expert or adviser not to have been relied upon by the customer or anyone claiming through the Customer.
- 12.4 If CSM sells any products made or processed by another, it shall not be liable for any damage, claim or loss arising in relation thereto.

13. RETURNS

- 13.1 If CSM elects at its discretion to take back product it must be in as new and saleable condition and upon terms agreed and a re-stocking fee of not less than 15% of invoice value shall apply.

14. SPECIFIC ORDERS

- 14.1 Custom made or custom processed products or products acquired by CSM specifically for the Customer will not be returnable.
- 14.2 Such specific orders may be rejected by CSM unless accompanied by a non-refundable deposit of at least 50% of the total order price.

15. PLACEMENT OF ORDERS

- 15.1 The Customer agrees that in the event of any dispute arising concerning any order (and including any question of identity or authority or any telephone, facsimile, e-mail or computer generated order) that the internal records of CSM will be conclusive evidence of what was ordered in all respects.
- 15.2 Each order it places shall be and be deemed to be a representation by it, made at the time that the Customer is solvent and able to pay all of its debts as and when they fall due.
- 15.3 Failure to pay CSM in accordance with these Terms shall be and be deemed conclusive evidence that the Customer had no reasonable grounds for making the representation referred to in 15.2 and that the representations were unconscionable, misleading and deceptive.
- 15.4 When any order is placed, the Customer shall inform CSM of any material facts which would or might reasonably affect the commercial decision by CSM to accept the order and/or grant credit in relation thereto and any failure to do so by or on behalf of the Customer shall create and be deemed to create an inequality or bargaining position, shall constitute and be deemed the taking of an unfair advantage of CSM and to be unconscionable, misleading and deceptive.

16. DELIVERY

- 16.1 The Customer acknowledges and agrees that CSM accepts no responsibility or duty for delivery, but may elect to arrange delivery at its discretion and without any liability and at the Customer's cost and responsibility in all things.
- 16.2 CSM reserves the right to charge for any delivery.
- 16.3 The Customer shall be deemed to have accepted delivery and liability for the products immediately CSM notifies the Customer that they are ready for collection or they are delivered to a carrier or to the Customer's business premises or site whether attended or not.
- 16.4 A certified purporting to be signed by a offer of CSM confirming delivery shall be conclusive evidence of delivery as shall any signed delivery docket.
- 16.5 CSM will not be liable for delay, failure of inability to delivery any products.
- 16.6 Once the Customer has been notified any products are ready for collection or delivery the Customer agrees to pay all costs of holding those products.

17. DEFAULT OF PURCHASER

The purchaser expressly agrees that if the purchaser fails to pay CSM the invoiced price of any goods and services by the due date for payment, then CSM shall have the immediate right to bring an action against the purchaser for payment of the invoice price of the said goods and services, notwithstanding that ownership and property in the said goods and services shall not have passed to the customer; may refuse to supply any other goods and services to the purchaser; may claim the return of any goods in the possession of the purchaser where title in such goods has not passed to the purchaser; may determine the contract and/or suspend manufacture or delivery, installation, commissioning or testing of any goods then outstanding; may retain any security given or money paid by the purchaser or available through enforcement of guarantee or security bonds lodged and may apply such security or money against the loss and damages incurred by the failure of the purchaser to pay; may withdraw or vary any credit extended to the purchaser without notice to the purchaser ;may without notice make all moneys owing by the purchaser to CSM on any account immediately due and payable; may take such steps as it deems necessary to mitigate any damage suffered including the putting to use, hiring out, sale or disposal of any goods in its possession supplied or to be supplied to the purchaser; and may charge interest on overdue accounts.

18. SEVERABILITY

18.1 Any part hereof being a whole or part of a clause shall be capable of severance without affecting any other part of these Terms.

19. CUSTOMER RESTRUCTURE

19.1 The Customer will notify CSM in writing of any change in its structure or management including any change in Director, Shareholder, or Management or change in Partnership or Trusteeship within seven (7) days of the date of any such change.

20. WAIVER

20.1 If CSM elects not to exercise any of its rights arising as a result of any breach of these Terms, it shall not constitute a waiver of any rights of CSM relating to any subsequent or other breach.

21. NOTICE

- 21.1 The Customer agrees that it will be deemed to have notice of any change of these Terms immediately they are adopted by CSM and whether or not the Customer has actual notice thereof.
- 21.2 The Customer shall be bound by any terms and conditions of sale adopted by CSM immediately they are adopted and notwithstanding any other purported or pre-existing terms and conditions.

22. INSURANCE

22.1 The Customer agrees to insure CSM from liability arising in any way, whether directly or indirectly as a result of any dealing CSM has with the customer, whether arising from any part of the Trade Practices Act or otherwise, which insurance will note that insured interest of both the Customer and CSM.

23. FORWARD ORDERS

- 23.1 If the Customer places a forward order, the Customer agrees.
 - (i) To pay for so much of any order as it's from time to time invoices by CSM,
 - (ii) No delay or failure to fulfil any part of any order shall entitle the Customer to cancel or vary any order or delay or reduce any payment.

24. FORCE MAJEURE

- 24.1 CSM will not be in breach of any contract as a result of Force Majeure.
- 24.2 Force Majeure means beyond CSM's reasonable control and includes strikes and lockouts and other industrial action.

25. JURISDICTION

- 25.1 The Customer agrees that all contracts made with CSM shall be deemed to be made in accordance with the Laws of the State of Victoria.
- 25.2 The Customer unconditionally submits to the jurisdiction of the appropriate Court nominated by CSM in the Melbourne CBD in the said State of Victoria.

26. CANCELLATION

Orders placed with the Seller cannot be cancelled without the written approval of the Seller. In the event that the Seller accepts the cancellation of any order placed with it shall be entitled to charge a reasonable fee for any work done on behalf of the Seller to the date of the cancellation including a fee for the processing and acceptance of the customer's order and request for cancellation.

27. ENTRY TO PREMISES TO RETAKE GOODS

CSM SEC Pty Ltd is irrevocably authorised to enter any premises where the goods are kept and to use the name of the Customer and to act on its behalf to recover possession of the goods.

28. Disputes

If the purchaser disputes any charge appearing on an invoice then the purchaser shall give written notice of such dispute to CSM immediately upon receipt of invoice and shall pay all other charges not in dispute on the invoice pending an investigation of the dispute.

Please read the terms and conditions above and check that all of the above details are correct. By signing below, I declare that I agree with the terms and conditions.

Signature

Name

Date

DIRECTORS / SOLETRADERS INFORMATION

Director #1

Director #2

Name: Name:

Address: Address:

Suburb: Suburb:

Postcode: State: Postcode: State:

BUSINESS REFERENCES (Minimum of 3 references)

	SUPPLIER NAME	TELEPHONE	F AX	Comments (Office use only)
1.
2.
3.
4.

WARRANTY AND AUTHORITY

I / We hereby

1. WARRANT that the information supplied in this application is true and correct.
2. ACKNOWLEDGE that credit facilities may be withdrawn at any time without notice.
3. HAVE READ AND AGREED to the Terms and Conditions of Sale included in this Application and which will form part of each and every contract entered into by us with CSM SEC Pty Ltd.

Signature

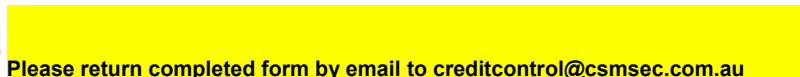
Director Partner Owner

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Signature

Director Partner Owner

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Please return completed form by email to creditcontrol@csmsec.com.au
If you have any questions, please contact us on 1300 663 904 or creditcontrol@csmsec.com.au

DEED OF GUARANTEE AND INDEMNITY

In consideration of CSM SEC Pty Ltd (CSM) having agreed to supply goods and services to (Together with its successors or assigns in law, executors and administrators) ("The Customer").

I / We (together with our executors and administrators) hereby unconditionally and irrevocably guarantee to CSM that:

- 1. I/We shall be responsible and liable for the due and punctual payment by the Customer for all such goods and/or services as CSM supplies from time to time to the customer.
- 2. This guarantee shall be a continuing Guarantee to CSM to the extent of the customer's liability for payment for the goods and/or services supplied by CSM.
- 3. CSM shall be at liberty, without notice to me/us at any time and without in any way discharging me/us from liability hereunder to grant time or other indulgence to the customer and to accept payments from it in cash or by means of negotiable instruments.
- 4. I/We shall indemnify and keep CSM indemnified against all losses, damages, costs, charges and any expenses which may be incurred by CSM as a result of any default by the customer on me/us.
- 5. CSM may obtain consumer credit information about me/us from a credit reporting agency or other credit providers to assess my/our credit worthiness at any time while credit is being provided to the customer.
- 6. I/We hereby acknowledge that:
 - (i) I/We have been given advised that independent legal advice can be obtained prior to the signing of this Guarantee.
 - (ii) I/We have been given adequate opportunity to read this Guarantee carefully.
 - (iii) I/We have been advised of the purpose and contents of this Guarantee and the obligations contained therein.
 - (iv) In the event that I/We enter into this Guarantee as trustee of any trust or are giving this Guarantee for the purpose of or in order to benefit any trust of which I/We are a or the trustee we hereby covenant with CSM that I/We have full complete and valid authority pursuant to the trust to enter into the Guarantee.
- 7. If the Guarantors default in payment of any amount owed to the Company the Guarantors specifically authorise the Company to lodge a Caveat against any dealings with any such property AND I / WE DECLARE that the proper law of this Guarantee shall be of State of Victoria and that any proceedings to taken by the Company may be taken in the Courts of the State of Victoria AND GUARANTORS HEREBY DECLARES THAT I / WE understand the nature and effect of the within Guarantee.

EXECUTED as Deed on the day of, 20.....

Guarantor #1 Signature **Print Name**

Witnessed by Signature **Print Name**

Witness' Address

State **Postcode**

Guarantor #2 Signature **Print Name**

Witnessed by Signature **Print Name**

Witness' Address

State **Postcode**



Please return completed form by email to creditcontrol@csmsec.com.au
If you have any questions, please contact us on 1300 663 904 or creditcontrol@csmsec.com.au

PRIVACY ACT CONSENTS

The applicant / guarantor named below hereby gives its/his/her consent to the Company/Firm named above ("The Company") to following matters required under the Privacy Act.

(a) The Company may disclose certain credit information to a credit Reporting Agency

That the company may disclose the information contained in this Application and arising out of the operation of the Account to a Credit Reporting Agency in accordance with the provisions of the Privacy Act 1988 (as amended) including without limitation the fact that an Account has been applied for and the amount of credit applied for, details for any payments which have become overdue for **more than 60 days** for which collection action has commenced, any cheques that have been written that have been dishonoured more than once, advice that payments are no longer overdue and that the credit that has been provided has been discharged.

(b) The Company may obtain certain credit information

That the company and any authorised agent under the Privacy Act are authorised for the purposes of assessing this Application and any later requests for credit and/or for the collection of overdue payments in respect of commercial credit which has been provided by the Company to request and obtain a credit report containing personal credit information about the Applicant, and a report containing information about its/his/her commercial and consumer credit activities and credit worthiness from a Credit Reporting Agency and any financial institutions or credit providers named in this Application or whose names are included in a credit report about their credit worthiness.

(c) The Company may exchange certain information with other credit providers that the company may give and obtain from:

- (i) any credit providers named in this Application
- (ii) any authorised agent deemed to be a credit provider under the Privacy Act
- (iii) any credit provider named in a commercial credit report issued by a credit or commercial reporting agency about the Applicant's personal or commercial credit arrangements, credit worthiness and credit history for the purposes permitted under the Privacy Act.

The Applicant/Guarantor acknowledges that each of the above authorities and consents remain in force until any account facility granted by the Company is at an end and all sums owing in relation thereto have been paid in full.

Signature of person signing behalf of Applicant	Print Name	Position of Signatory Date
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Signature of person signing as guarantor	Print Name	Date
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Signature of person signing as guarantor	Print Name	Date
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****PLEASE SUPPLY PHOTOCOPIES OF DRIVER'S LICENSES OF PERSONS SIGNING THIS PAGE TO VERIFY SIGNATURES****



**Please return completed form by email to creditcontrol@csmse.com.au.
If you have any questions, please contact us on 1300 663 904
or creditcontrol@csmse.com.au**