



**These General Terms and Conditions of Sale apply to all Contracts of Sale entered into with Australian Construction Products Pty. Ltd. ABN 63 091 618 781.**

Hereinafter referred to as "the Company"

## CREDIT APPLICATION AND DEED OF GUARANTEE

Registered Name:.....Registration Number ABN:.....

Trading Name:.....

Hereinafter referred to as "the Applicant" and upon acceptance as "the Customer"

Address for Accounts:.....

Address for Deliveries:.....

Phone:.....Fax:.....Email:.....

Sole Trader     Partnership     Private Company     Public Company     Trust     Government     Club/Association

Type of Business:.....Annual Sales:\$.....

How long established?.....years (If less than 6 months, attach details of management's previous business experience)    Credit requirement per month:\$.....

	Name of all Directors/Partners or Proprietors	Date of Birth	Home Address and Phone
1.			
2.			
3.			
4.			

	Trade References	Address	Fax or Email
1.			
2.			
3.			

The Applicant hereby acknowledges and agrees that the Company is entitled to undertake all and any reasonable and necessary enquiries, investigations and assessments to ensure the accuracy of the information provided and further, that such information, as verified, may be used by the Company and any authorised agent, employee or subcontractor engaged by the Company, for the purpose of reviewing, vetting, monitoring, and if necessary, actioning the Applicant's use and performance in the operation of the Account/Credit facility. I/We have been provided with, read, accept, understand and agree to be bound by the General Terms & Conditions of Sale of the Company and acknowledge that failure to comply with these conditions may result in the withdrawal of account/credit facilities and thereafter possible legal action. I/We agree to be responsible for all legal costs incurred by the Company in the collection of monies owed, including any legal costs on a solicitor-client basis and any commission or other expense incurred by any debt collection agency.

**SIGNATURE OF AUTHORISED REPRESENTATIVES OF THE APPLICANT:**

Director, Partner or Proprietor.....Print Name.....

Director, Partner or Proprietor.....Print Name.....

Date:.....

## DEED OF PERSONAL GUARANTEE

I/We guarantee to the Company, jointly and severally, unconditionally and irrevocably by way of continuing guarantee that I/we will be liable with the Applicant to the Company for the due and punctual observance of all conditions expressed or implied in this Credit Application and the Conditions of Sale set out in this form as well as the due and punctual payment by the Applicant of all monies payable by it under this or any past or future sale and the due performance of the conditions thereof. The granting of any time, other indulgence or concession or the making of any composition with or the waiver of any default by the Company or the forbearance of the Company to enforce any condition or the discharge or release of the Applicant will not discharge this guarantee which includes an obligation to pay the Company a sum equal to any other payment to the Company which may be set aside under any insolvency law. If any condition is not enforceable for any reason, I/we agree to indemnify the Company against all monies which would have been recoverable from the Applicant had that condition been fully enforceable including, without limitation, all losses, liabilities and expenses (including legal expenses on a full indemnity basis). I/We represent and warrant to the Company that I/we have received valuable consideration for entering into this guarantee including that the Company has agreed to extend credit to the Applicant.

Director, Partner or Proprietor.....Print Name.....

Witness.....Print Name.....

Director, Partner or Proprietor.....Print Name.....

Witness.....Print Name.....

Date:.....



# GENERAL TERMS & CONDITIONS OF SALE (Page 1 of 2)

These General Terms and Conditions of Sale apply to all Contracts of Sale entered into with Australian Construction Products Pty. Ltd. ABN 63 091 618 781.

## 1. TERMS APPLICABLE TO THE SUPPLY OF GOODS AND/OR SERVICES

- 1.1 All Goods and/or Services supplied to the Customer are supplied solely on the basis of these Sale Terms unless otherwise agreed by the Company in writing.
- 1.2 Each contract under clause 2.2 constitutes the entire agreement between the parties. All prior representations, trade custom or previous dealings between the Company and the Customer are excluded and are not applicable in the interpretation of the contract.

## 2. ORDERING AND SUPPLY OF GOODS AND/OR SERVICES

- 2.1 The Customer may place an Order verbally or in writing. An Order constitutes an offer by the Customer to purchase Goods and/or Services from the Company pursuant to these Sale Terms.
- 2.2 The Company may accept or decline, in whole or in part, any Order. Acceptance may be verbal or in writing, or by the Company delivering or making the Goods and/or Services available for collection (whichever occurs first). Acceptance of an Order by the Company gives rise to a contract for the supply of the ordered Goods and/or Services on these Sale Terms.
- 2.3 The Company may, in its sole discretion, agree to a written request from the Customer for cancellation or variation (including variation to delivery times) of a contract under clause 2.2. The Company's agreement to any cancellation or variation pursuant to this clause 2.3 is only effective if made in writing.

## 3. PRICES, QUOTATIONS PAYMENT AND DEFAULT

- 3.1 Unless otherwise expressly agreed in writing, the price of the Goods and/or Services will be the price on the Company's invoice plus any duties, fees, taxes (including GST), delivery charges and levies charged or imposed on or in respect of a contract referred to in clause 2.2, plus any amount that reflects any increase in exchange rates, costs of labour, materials and overheads in connection with the Company's supply.
- 3.2 The Customer must pay the Company for the Goods and/or Services either:
  - 3.2.1 as required by the Credit Terms; or
  - 3.2.2 in cash prior to the Company ordering materials or commencing manufacture of Goods.
- 3.3 Any written quotation provided by the Company expires on the early of the stated expiry date, or 30 days after the date of the quotation. The Company may withdraw or vary a quotation before accepting an Order. If prior to delivery of the Goods or performing the Services, there is an increase in the Company's costs, then the Company may increase its quoted price and the Customer must pay the increased price.
- 3.4 If the Customer breaches these Sale Terms then, without limitation to any of its other rights, the Company may:
  - 3.4.1 suspend the Credit Account.
  - 3.4.2 vary these Sale Terms and/or the Credit Terms.
  - 3.4.3 terminate or suspend any contract in force between it and the Customer.
  - 3.4.4 suspend further deliveries of Goods to the Customer or performance of the Services for the Customer.
  - 3.4.5 require immediate payment of all money owing by the Customer to the Company under the Credit Account, or under any agreement or contract between the Customer and the Company;
  - 3.4.6 immediately re-possess any Goods in which title has not passed;
  - 3.4.7 charge the Customer interest at the rate prescribed from time to time at a rate 4% above the ANZ Bank's overdraft reference rate as published in the Australian Financial Review, calculated daily on any overdue amount and payable together with the overdue amount.
- 3.5 The Company may in its sole discretion apply any payment received from the Customer towards any debt (including interest charged under clause 3.4.7) owed by the Customer to the Company at any time.
- 3.6 If in the Company's opinion the financial position or status of the Customer requires it, the Company may refuse to make a delivery or cancel any contract under clause 2.2.
- 3.7 The Customer must pay to the Company on demand all costs, charges and expenses (including legal expenses on an indemnity basis) that the Company incurs as a result of any breach of these Sale Terms by the Customer.
- 3.8 The Customer must supply the Company with its Account Number and Purchaser Order Number at the time of placing an Order. The Customer is liable to pay the amount invoiced by the Company, regardless of whether the Customer's Account Number or Purchase Order Number is included on the invoice.
- 3.9 A certificate given by the Company setting out the quantities, descriptions, prices and dates and other information in respect of Goods and/or Services which have been supplied will be conclusive and binding on the parties.
- 3.10 The Customer waives any right of set-off it may have against the Company and agrees to pay all sums due and payable without deduction.
- 3.11 The Customer acknowledges that the Company's trading terms are net 30 days from delivery and agrees to pay the Company in accordance with these terms. Any amounts not received within such time frame shall be deemed overdue and, without limitation to the Company's other rights or remedies, the Company may elect to charge interest, and the Customer agrees to pay interest, on all overdue amounts at a rate 4% above the ANZ Bank's overdraft reference rate as published in the Australian Financial Review, calculated daily.

## 4. DELIVERY AND COLLECTION

- 4.1 The Company may:
  - 4.1.1 make the Goods available for collection at the Company's premises; or
  - 4.1.2 deliver (or arrange delivery) of the Goods in the manner it deems fit to the Delivery Site.
- 4.2 The Customer's Order must specify if the Goods are to be delivered to the Delivery Site or collected from the Company. If delivery is specified then a Delivery Site must be nominated by the Customer at the time the Customer places the Order.
- 4.3 The Company will advise the Customer of the estimated delivery or collection date and time and may alter the estimated delivery or collection date and time in its absolute discretion. The Company may supply by instalments. To the extent permitted by law, the Company will not be liable to the Customer for any costs, loss or damage whatsoever (including indirect or consequential loss) caused directly or indirectly by any delay or failure to deliver the Goods or to make the Goods available for collection on the date or at the time specified. The Customer must accept and pay for the Goods notwithstanding any extension or delay in delivery or delay in the availability of Goods for collection.
- 4.4 If the Customer does not collect the Goods by the collection date, then the Company may, without limiting any other rights available to the Company, store the Goods or deliver them to the Delivery Site and the Customer must, on demand, pay all costs of delivery and any additional costs and charges (including storage costs) incurred by the Company.
- 4.5 The Customer must provide a suitable and safe area at the Delivery Site to unload the Goods and ensure the area conforms to occupational health and safety legislation. The Customer indemnifies and holds harmless the Company from any and all claims arising out of delivery of the Goods.

- 4.6 If the Delivery Site is unattended, the Company or its contractors may deposit the Goods at the Delivery Site or retain the Goods if delivery is inappropriate. The Customer will indemnify and hold the Company harmless for any loss or damage caused by the depositing of Goods at an unattended Delivery Site. The signature of the person taking delivery of the Goods at the Delivery Site on the delivery docket will be conclusive evidence that the Goods were delivered.
- 4.7 To the extent permitted by law, the Company will not be liable to the Customer or to its employees or agents for any property damage or personal injury arising from any loading, unloading or delivery of the Goods. The Customer indemnifies the Company from any loss or damage suffered by the Company as a result of any property damage or personal injury caused by the delivery and unloading of Goods except for and to the extent that the loss, damage or liability is caused by a wilful or negligent act or omission of the Company or its contractors.
- 4.8 The Customer must pay all costs and fees in relation to delivery resulting from:
  - 4.8.1 any delay in delivery not caused by the Company or its contractors;
  - 4.8.2 unexpected labour costs;
  - 4.8.3 Delivery Site conditions resulting in the incurring of additional costs; or
  - 4.8.4 the nature of the Goods and/or Services ordered by the Customer.
- 4.9 The Customer must pay for any permit or licence or other extraordinary costs of transporting or delivering ordered Goods, including wide or long loads.
- 4.10 The Customer must notify the Company of any claim in writing within:
  - 4.10.1 2 days after delivery or collection if the Customer believes the Goods supplied do not accord with the Order;
  - 4.10.2 14 days of receiving an invoice from the Company if it disputes the invoice;
  - 4.10.3 2 days of delivery or collection of Goods if it is alleged they are defective or damaged; or
  - 4.10.4 2 days of performance of any allegedly deficient Services, and the Customer will be taken to have accepted the Goods as delivered and/or the Services as performed or the invoice as rendered if the Customer fails to so notify the Company, and must pay for the Goods or Services in full.

## 5. PASSING OF RISK

- The risk of any loss or damage to or deterioration of the Goods arising from any cause whatsoever passes from the Company to the Customer at the time set out below:
- 5.1.1 if the Customer collects the Goods: the moment the Goods are moved to facilitate loading onto the Customers vehicle or vessel; or
  - 5.1.2 if the Customer unloads the Goods following the Company delivering the Goods to the Delivery Site: when the Customer begins unloading the Goods; or
  - 5.1.3 if following delivery of the Goods to the Delivery Site the Company unloads the Goods: when the Company has finished unloading the Goods.

## 6. RETENTION OF TITLE

- 6.1 The Customer agrees that legal and equitable title to the Goods remains with the Company until the Customer has paid for the Goods in full and has paid all other money owing for any reason at any time under any contract, agreement or account between the Company and the Customer, including all payments to be made under clauses 3.1 and 3.7.
- 6.2 Until title to the Goods passes, the Customer:
  - 6.2.1 holds the Goods as the bailee and fiduciary agent of the Company;
  - 6.2.2 must store the Goods separately and securely and in such manner as to indicate clearly that they remain the property of the Company;
  - 6.2.3 must insure the Goods for their full replacement value;
  - 6.2.4 must not create or allow to be created any security interest or any other form of encumbrance over the Goods which is inconsistent with the Company's title to the Goods;
  - 6.2.5 must not assign, charge or encumber or grant any interest over any obligations which any third party may owe to the Customer as a result of the use, manufacture or resale of the Goods;
  - 6.2.6 may not claim any lien or interest in the Goods to secure any liquidated or unliquidated debt or obligation that the Company owes to the Customer; and
  - 6.2.7 must not remove, deface or obliterate any identifying plate, mark or number on any of the Goods.
- 6.3 Despite clause 6.2, unless the Company notifies the Customer to the contrary, the Customer may, in the ordinary course of its business:
  - 6.3.1 re-sell the Goods (Re-sold Goods), but only as a fiduciary agent of the Company, in which case the Customer must perform in favour of the Company all the obligations and assume all of the liabilities of a fiduciary agent. Any right to bind the Company to any liability to a third party by contract or otherwise is expressly excluded; and
  - 6.3.2 use any of the Goods or part of the Goods in a manufacturing or construction process of its own or of a third party (Manufactured Product), in which case it will hold the Manufactured Product on trust for the Company as bailee and fiduciary agent of the Company and may sell the Manufactured Product.
- 6.4 If the Customer re-sells or deals with the Goods or the Manufactured Product before title to the Goods passes to the Customer, then the Customer:
  - 6.4.1 assigns absolutely and unconditionally in favour of the Company the Customer's entitlement to all the proceeds of the re-sale or dealing, and must notify the purchaser of the Goods or Manufactured Products in writing of the assignment at the time of the re-sale or dealing;
  - 6.4.2 will hold such part of the proceeds of the re-sale or dealing on trust for and as the fiduciary agent of the Company immediately when they are received or receivable.
- 6.5 When referring to "such part" and/or for the purpose of quantifying the amount of money paid to the Customer and held in trust for the Company from the proceeds of the sale of or dealing with the Goods or Manufactured Product, that part or amount will be equal in dollar terms to the amount owed by the Customer to the Company at the time of the re-sale or dealing.
- 6.6 The Customer must keep the proceeds in a separate bank account until the liability to the Company is discharged.
- 6.7 If the invoiced price of all Goods sold by the Company to the Customer is greater than the sum of:
  - 6.7.1 the proceeds actually received by the Company in respect of all dealings by the Customer with the Goods (including the sale of Re-Sold Goods or Manufactured Product); and
  - 6.7.2 all other payments received by the Company in respect of the Goods, then the difference remains a debt owing by the Customer to the Company.
- 6.8 Where the Customer has not paid for the Goods in full by the due date for payment, the Customer irrevocably authorises the Company to repossess the Goods and to enter any site owned, possessed or controlled by the Customer at any time and without notice to search for, inspect or repossess the Goods, whether such Goods are in their original form, or in a modified form or mixed with other products of the Customer. The Company is not liable to the Customer as a result of any action taken pursuant to this clause.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE APPLICANT

Director, Partner or Proprietor.....Print Name.....Date:.....



# GENERAL TERMS & CONDITIONS OF SALE (Page 2 of 2)

These General Terms and Conditions of Sale apply to all Contracts of Sale entered into with Australian Construction Products Pty. Ltd. ABN 63 091 618 781.

- 6.9 The Company's property in the Goods remains absolute even if the Goods have become fixtures to the premises of the Customer or a third party. If the Company enters those premises to reclaim possession of the Goods and incurs any liability to a third party in connection with the entry or reclamation, or if the Customer suffers any loss or damage as a result of the entry or reclamation, then the Company will not be liable to the Customer for any liability, loss or damage and the Customer indemnifies the Company against any liability, loss or damage to any third party.
- 6.10 The provisions of this clause 6 apply despite any arrangement between the parties under which the Company grants the Customer credit.
- 6.11 The Company may enforce or take steps to enforce a contract referred to in clause 2.2 regardless of whether property in the Goods has passed to the Customer.
- 6.12 The Customer indemnifies the Company against any claim by a third party arising from, or in connection with the Company enforcing any of its rights under this clause 6.

## 7. DESCRIPTION OF BUILDING PRODUCTS AND SAMPLES

- 7.1 All physical samples and descriptions, specifications, illustrations, drawings, data, dimensions and weights in respect of the Goods contained in catalogues, the Price List or other advertising material produced by the Company are approximate, and are only intended by the Company to be a general description.
- 7.2 The Company may produce Goods with minor modifications from any of its samples, drawings and specifications.
- 7.3 The Company is not liable to the Customer for any loss or damage suffered by the Customer as a result of the Customer relying upon any such specifications, illustrations, drawings, data, dimensions, weights or the characteristics of any samples.

## 8. TOOLS, EQUIPMENT, PATTERNS, DESIGNS AND SYSTEMS OF MANUFACTURE

- 8.1 Any tool, equipment, pattern, design or system of manufacture (Manufacturing Devices) acquired and used by the Company in filling an Order remains the property of the Company and cannot be used without the Company's prior written authority.
- 8.2 The Company may charge the Customer for the Company's acquisition and use of any Manufacturing Device. Payment of such charge will not vest in the Customer any intellectual property rights or other rights in the Manufacturing Device.
- 8.3 The Company may hire or lend tools or equipment to the Customer on agreed terms. The Company will invoice the Customer for hire and delivery charges after the tools or equipment are in possession of the Customer. The Customer must pay the amount invoiced within 30 days of the invoice date.
- 8.4 The Customer agrees to indemnify and hold harmless the Company against any claim, demand or suit arising out of any loss, damage or personal injury caused to the Customer, its employees and agents or a third party by a tool or equipment provided by the Company to the Customer.

## 9. CUSTOMER'S SPECIFICATIONS OR MATERIALS AND SPECIAL BUILDING PRODUCTS

- 9.1 If the Company, on the Customer's request, manufactures Special Building Products, the Company will not be responsible for any failure of the Special Building Products or lack of fitness for use or for any property damage or personal injury whatsoever caused by the Special Building Products.
- 9.2 The Customer will indemnify and hold the Company harmless from:
  - 9.2.1 any direct or indirect loss or damage caused to the Customer or to any third party by the Special Building Products and the Customer releases the Company from all liability in respect of any fault or defect in any Special Building Product; and
  - 9.2.2 any claim, demand or suit arising out of the Company's use of or reliance upon any design, specification or drawing provided to the Company by the Customer.
- 9.3 The Customer warrants and represents that any designs, specifications or drawings it provides to the Company for the manufacture of Special Building Products will not breach or infringe any copyright, patent or registered design or any other right of any third party. The Customer will indemnify and forever hold the Company harmless from any loss, damage, liability or costs suffered or incurred by the Company arising from a breach by the Customer of this warranty and representation.
- 9.4 If the Company, on request of the Customer, processes the Customer's materials, the Company does not warrant that the materials supplied by the Customer are suitable for such processing.
- 9.5 The Company will not be liable for any:
  - 9.5.1 failure, fault or defect of any processed Customer's materials; or
  - 9.5.2 failure, fault or defect of any Goods manufactured using the Customer's materials; or
  - 9.5.3 damage caused by or connected with the Customer's materials at any time during or after processing by the Company.
- 9.6 The Customer must bear any additional expense or the cost of:
  - 9.6.1 any testing or inspection of Goods manufactured using the Customer's materials or any Special Building Products; and
  - 9.6.2 any delay in processing caused by any defect in the Customer's materials or by the nature of the Customer's materials.

## 10. LIMITATION OF LIABILITY

- 10.1 All implied warranties and conditions under statute or common law as to merchantability, description, quality, suitability, or fitness for purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded to the maximum extent permitted by law.
- 10.2 The Company's obligations to the Customer in respect of a breach of any term, warranty or condition of a contract (whether implied by statute or otherwise) will, at the Company's option, be limited to:
  - 10.2.1 the repair or replacement of the Goods or the supply of equivalent Goods; or
  - 10.2.2 paying for the cost of repair or replacement of the Goods or supply of equivalent Goods; or
  - 10.2.3 in the case of Services, the re-supply of Services or paying for the cost of re-supplying the Services.
- 10.3 The Company's obligations if clause 10.2 applies do not include:
  - 10.3.1 the cost of removing defective Goods whether installed or otherwise;
  - 10.3.2 the cost of installing replacement Goods; or
  - 10.3.3 defects in Goods caused by improper installation or improper maintenance or care of Goods or related components or normal wear and tear.
- 10.4 To the extent permitted by law, the Company will not be liable to the Customer or any other person for any direct, indirect, special, incidental or consequential loss or damage (including loss or damage caused by negligence or any wilful act or default of the Company, its employees or agents) whatsoever arising from the use of the Goods, or a breach of a contract under clause 2.2 or any statutory implied warranty, term or condition in relation to the Goods. In this clause, "direct, indirect, special, incidental or consequential loss or damage" includes (a) any loss of income, profit or business; (b) any loss of goodwill or reputation; and (c) any loss of value of intellectual property.

- 10.5 To the extent permitted by law, the Company will not be liable to the Customer, its employees or agents for any costs, claims, damages or demands arising from personal injury, loss or damage whatsoever occurring by reason of:
  - 10.5.1 the Goods or their design, production or processing;
  - 10.5.2 the Services;
  - 10.5.3 any act or omission of the Company, its employees or agents; or
  - 10.5.4 any statement, representation, recommendation, advice, supervision or assistance made or given by an employee or agent of the Company, whether oral or written.
- 10.6 The Company will not be responsible for the consequences of any technical advice given by its employees or agents in relation to the design, specifications, installation or use of Goods. The Customer acknowledges that it will not rely and has not relied on any skill or judgment of the Company, its employees or agents about the suitability of any Goods and/or Services for a particular purpose.
- 10.7 The Customer acknowledges that the Company does not make and has not made any representation or warranty regarding the Goods and/or Services or any matter which is or might be relevant to the Customer other than as set out in these Sale Terms.

## 11. INDEMNITIES RELATING TO ACCESSING PREMISES

- 11.1 Any Customer, or its agent, employee or contractor (Customer's Representative) who enters the Company's premises does so at his/her own risk. The Company will not be liable for any loss, damage or injury caused by any act or omission whatsoever whilst the Customer's Representative attends the Company's premises. The Customer indemnifies and will forever hold the Company harmless against all claims, demands or suits made by a Customer's Representative in connection with his/her attendance at the Company's premises.
- 11.2 Where the Company or its agent, employee or contractor (the Company's Representative) enters upon a Delivery Site, the Customer must provide full and safe access to the Delivery Site and ensure that the Delivery Site is compliant with all occupational health and safety legislation. The Customer will be liable for, and must indemnify the Company against the costs of any loss or damage to property and personal injury to any Company's Representative occurring directly or indirectly as a result of the Customer's failure to comply with this clause.

## 12. GENERAL MATTERS

- 12.1 The Company may vary or waive any or all of these Sale Terms at any time and will notify the Customer in writing of any variation or waiver.
- 12.2 The failure of the Company to exercise a right or remedy, or any delay by the Company in exercising a right or remedy, or the exercise by the Company of only part of a right or remedy, or the granting of any indulgence by the Company in favour of the Customer does not:
  - 12.2.1 effect the Company's rights against the Customer;
  - 12.2.2 constitute a waiver of any term or condition; or
  - 12.2.3 prohibit the Company from exercising that right or remedy in relation to that breach or any other breach.
- 12.3 A waiver of a breach of a term or condition does not constitute a waiver of another breach of the same term or any other term in these Sale Terms.
- 12.4 These Sale Terms are governed by the law of the State or Territory in which the Credit Application is lodged by the Customer, or if no credit application is lodged, by the law of the State or Territory in which an Order is accepted by the Company. The Company and the Customer submit to the non exclusive jurisdiction of the courts of that State or Territory.
- 12.5 The Customer must not assign any of its rights or obligations under these Sale Terms without the prior written approval of the Company.
- 12.6 The Company will not be liable for any delay or failure to fill an Order to the extent and for so long as performance is prevented or delayed by:
  - (a) any event or circumstance beyond the Company's power or control;
  - (b) any delay or failure of supply by any of the Company's suppliers; or
  - (c) a breakdown in the Company's or its contractor's tools, equipment, vehicles or machinery.
- 12.7 If all or part of a clause in these Sale Terms is void, illegal or unenforceable, it may be severed without affecting the enforceability of any other provision.
- 12.8 A breach of these Sale Terms is a breach of the Credit Terms.

## 13. DEFINITIONS

- Account Number** means the computer-generated identification number given by the Company to the Customer;
- Customer** means the person, partnership, corporation or other legal entity which places an Order with the Company for the supply of Goods and Services;
- Credit Account** means the commercial credit account the Customer has with the Company under the Credit Terms;
- Credit Terms** means the terms and conditions of the Credit Account as set out in the Credit Application submitted by the Customer to the Company;
- Delivery Site** means the location specified by the Customer to the Company for delivery of the Goods at the time the Customer placed the Order and confirmed by the Company as the site for delivery;
- Goods** means the products requested by the Customer in an Order and includes Special Products;
- Order** means a request by the Customer to the Company for the supply of Goods and/or Services;
- Price List** means the Price & Service Guide issued by the Company from time to time in the particular region in which an Order is placed;
- Purchase Order Number** is the Customer's identifier to be supplied by the Customer to the Company when placing an Order;
- Services** means any services performed by the Company for the Customer associated with the Company's supply of Goods, including delivery of the Goods;
- Special Products** means building products produced by the Company which the Customer requests the Company to produce according to a design, drawing or specification provided to the Company by the Customer and goods and materials which the Customer requests the Company to process, purchase or supply;
- The Company** means Australian Construction Products Pty Limited ACN 091 618 781 and its successors and assigns.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE APPLICANT

Director, Partner or Proprietor.....Print Name.....Date:.....