



ABN 84 085 545 053

A RESOURCECO COMPANY

NATIONAL PHONE NUMBER
1300 4 TYRECYCLE

AUSTRALIAN HEAD OFFICE
30-56 Encore Avenue
Somerton VIC 3062

Postal Private Bag 48
Somerton VIC 3062

T: +61 3 8339 3505
F: +61 3 9305 2545
E: creditapplication@tyrecycle.com.au
www.tyrecycle.com.au



APPLICATION FOR COMMERCIAL CREDIT ACCOUNT

SALES OF ALL GOODS AND SERVICES SUPPLIED TO THE ACCOUNT HOLDER SHALL BE GOVERNED BY THE TRADING TERMS OF TYRECYCLE PTY LTD WHICH ARE ATTACHED TO THIS APPLICATION. PLEASE READ THIS DOCUMENT CAREFULLY, COMPLETE AND SIGN THE TRADING TERMS WHERE INDICATED.

Please circle type:

Government; Public Company; Private Company; Trust; Partnership; Sole Trader; Other

TSA Member: YES / No Waste Locate Location ID: _____ (NSW applicable only)

Company Name: _____

ABN: _____

Trading Name: _____

Trading Address: _____

Collection/Delivery Address: _____

Telephone: _____ **Mobile:** _____ **Fax:** _____

Business Email: _____

Nature of Business: _____ **Date Commenced:** _____

Full Name & Address of Directors/Partners or Proprietors:

1. _____

_____ **Phone/Mobile:** _____

2. _____

_____ **Phone/Mobile:** _____

3. _____

_____ **Phone/Mobile** _____

Trade References:

- 1. **Company Name:** _____
Contact Name _____ **Phone/Mobile:** _____
- 2. **Company Name:** _____
Contact Name: _____ **Phone/Mobile:** _____
- 3. **Company Name:** _____
Contact Name: _____ **Phone/Mobile:** _____

Accounts Payable Contact: _____ **Phone/Mobile:** _____

Email Address for Tax Invoices: _____

Email Address for Collection Receipt: _____

Estimated Monthly Credit Required: \$

The Applicant hereby applies for a 30 day credit account with Tyrecycle Pty Ltd:

The amount and payment terms and conditions of Credit Approved, if any, shall be at the sole discretion of Tyrecycle Pty Ltd.

The Applicant states that the above information is to the best of their knowledge true and correct. If this application is made for and on behalf of a Company or Business, the Applicant states that this application for credit is made by an officer of the Company or Business duly authorised or approved to make the application on its behalf.

In accordance with the provisions from time to time of the Privacy Act and any amendments thereto The Applicant authorises Tyrecycle Pty Ltd to give information and to get information from all credit providers named in this application or a credit report issued by a credit reporting agency. This may include information about my/our credit worthiness, credit standing, and credit history or credit capacity. I/We understand this information may be used to assess an application for credit, to avoid default on credit obligations or to tell other credit providers about a default by me/us.

Officer of the Company/Business:

Name: _____

Signed: _____ **Date:** _____

Print Name: _____ **Position:** _____

TYRECYCLE PTY LTD (ABN 84 085 545 053) TRADING TERMS

The following trading terms apply to the supply of goods and/or services to a customer ('Customer') by Tyrecycle Pty Ltd.

1. TRADING ACCOUNT

- 1.1** The Company will, unless otherwise specified, only supply goods and/or services once a credit application has been completed and approved by the Company.

2. ORDERING AND PRICES

- 2.1** All orders for goods or services are subject to acceptance by the Company.
2.2 Quotations have no legal effect until accepted as a formal order by the Company.
2.3 Quotations for goods or services may be subject to change to reflect increases in costs of production or collection or disposal costs.
2.4 Minimum quantities and charges may apply to goods or services supplied as advised by the Company prior to or upon acceptance of orders placed.
2.5 Prices shall be:
(a) Exclusive of GST unless otherwise specified
(b) Exclusive of any delivery charges unless otherwise specified; (c) subject to Variation without notice at the Company's discretion.

3. PAYMENT TERMS – 30 Days FROM MONTH END

- 3.1** Unless otherwise agreed, payment to the Company is due;
(a) In the case of goods, at the time of delivery or, where goods are to be collected, at the time of notification that the goods are available for collection; or
(b) In the case of services, prior to or at the time of the provision of services.
3.2 Where any part of the Customer's trading account with the Company has fallen into arrears then the totality of the account, whether or not in arrears, shall become immediately due and payable.
3.3 Where the Customer fails to collect goods within 14 days of notification, the Company may, at its discretion, levy storage charges, payable monthly on demand.
3.4 The Company shall be entitled to charge the Customer interest at the current bank CBA overdraft rate plus 2 per cent per annum from the time when payment is due and the costs incurred in enforcing payment of any overdue amount (including, the costs of any debt collection agency).

4. DELIVERY AND COLLECTION

- 4.1** Delivery dates given for supply of goods or services are estimates only and late delivery will not be grounds for cancellation or non-payment. Written advice that goods are ready for delivery shall constitute tendering and payment terms shall apply.
4.2 When providing services, the Company may supply bins or containers which must be returned by the Customer in good condition within 14 days of supply, failing which the Company may charge the Customer rental on and/or may seek reimbursement from the Customer for the value of such bins or containers.
4.3 Tyres or tyre products being collected as part of the Company's provision of services must be safe and suitable for handling by the Company, failing which the Company shall be entitled to charge for any additional handling or disposal costs.
4.4 The Customer must ensure that the Company's employees and contractors have appropriate access to the designated site where the goods are to be collected or delivered and the Customer shall further ensure that the site is safe for such collection or delivery.
4.5 The Company reserves the right to refuse to carry out services where, in its sole opinion, tyres or tyre products are not safe or suitable for handling and disposal or the Customer's site is not safe for access by the Company's employees or contractors.
4.6 The Customer indemnifies the Company against all claims, losses, damages, liabilities or costs suffered or incurred by the Customer or its personnel as a result of or in connection with the Company's access to and/or occupation of the Customer's premises or property, except to the extent that such claims, losses, damages, liabilities and costs are solely and directly caused by the gross negligence or wilful misconduct of the Company or its personnel.

5. CANCELLATION AND RETURNS

- 5.1 No Cancellations shall be accepted by the Company for goods or services following acceptance of orders, subject to any rights conferred under the *Trade Practices Act* or such cancellation being accepted in writing by the Company.
- 5.2 Where cancellation is accepted by the Company, the Company shall be entitled to charge the Customer for costs incurred to the date of cancellation, together with an amount equivalent to 50% of the net profit that the Company would have earned from carrying out the order.
- 5.3 Subject to any rights conferred under the *Trade Practices Act*, no return of goods sold and delivered will be accepted by the Company without the Company's prior written consent and are otherwise subject to inspection by the Company.

6. QUANTITIES

- 6.1 All claims for short delivery, non-delivery and/or incorrect pricing must be advised to the Company within 14 days of invoice, together with documentation supporting the claim.
- 6.2 No claims will be accepted for short delivery where the shortfall claim is less than 5% of the quantity of particular goods ordered.
- 6.3 Excess delivery of up 5% of quantities ordered shall be accepted and payment made for such excess quantities.

7. WEIGHBRIDGE

- 7.1 The Company asserts that any weighbridge on its premises is not a public weighbridge as defined in the *Trade Measurement Act (VIC) 1995* and any such weighbridge is only for use by the Company in relation to goods or services being supplied.

8. WARRANTIES

- 8.1 Otherwise to the extent permitted by law, the Company:
 - (a) Does not warrant that goods or services supplied are suitable in size, shape, texture or quality; and
 - (b) Makes no warranties in relation to goods or services supplied, other than that goods or services shall generally conform to the description given in contractual documentation.

9. LIMITATION OF LIABILITY

- 9.1 Subject to subclause 9.2, no liability whatsoever of any kind will be accepted by the Company for direct or indirect loss or damage including loss of profits, livelihood or goodwill relating to the supply of goods or services by the Company or relating to any act or omission on the part of the Company or its servants, agents or contractors. Without limitation to the above, liability arising out of the following matters is specifically excluded:
 - (a) Deflects or damage to goods caused by misuse, abuse, neglect, improper reprocessing or accident; or
 - (b) Technical or general advice or assistance provided by the Company whether or not in connection with the supply of goods or services or incorporation of the goods into other products.
- 9.2 Any compulsory minimum liabilities in relation to the provision of goods or services under the *Trade Practices Act* or similar legislation shall be met by the Company, subject to the Company's right to further limit liability, at its own election, to the resupply of goods or services or payment of the cost of resupply of goods or services contracted to be supplied.

10. TERMINATION OF SERVICES

- 10.1** Where payment is not received by the Company by the due date for any services supplied to the Customer or a liquidator, administrator, receiver or receiver manager is appointed, then the Company shall have the right to terminate services, whether or not partly performed, and the Company shall not be liable for any loss or damage resulting from non-completion of services.
- 10.2** Title in goods the Company is contracted to collect and dispose of shall not pass to the Company until payment in full for services provided is made. The Company shall have the right to return the goods to the Customer (or goods equivalent in volume type and condition) at the Customer's cost.

11. RESERVATION OF TITLE

- 11.1** The Company shall retain ownership of all goods supplied until the price of all goods invoiced has been paid.
- 11.2** Until ownership has passed in accordance with subclause 11.1:
- (a) The Customer shall be a Bailee of goods and shall owe fiduciary duties to the Company in respect of the goods;
 - (b) The goods must be stored in a manner that enables them to be identified;
 - (c) The Company shall be entitled to immediately recover possession of all or any of the goods supplied (And the Customer grants its irrevocable permission to the Company to enter its premises to collect goods) where goods supplied have not been paid for by the due date or a liquidator, administrator, receiver or receiver and manager has been appointed in respect of the Customer.
- 11.3** The Customer may sell goods to a third party provided that, where the Customer is paid by the third Party for the goods, and the Company has not been paid by the Customer then the Customer holds that part of the proceeds equal to the amount invoiced by the Company on trust for the benefit of the Company. The Customer warrants that it holds all required licenses to on-sell the goods.
- 11.4** In the event that the goods supplied by the Company are incorporated into or are converted into other goods by the Customer, then the Company shall be entitled to maintain a claim against the proceeds of sale of any other such goods into which the goods sold have been transformed.

12. RISK

- 12.1** Unless otherwise agreed to in writing between the Company and the Customer, goods supplied by the Company shall be at the risk of the Customer;
- (a) In the case of goods delivered to the Customer, from the time when the delivery vehicle first arrives at the Customer's premises or at another location as directed by the Customer;
 - (b) In the case of goods being collected by the Customer or its agent, from the time that the Customer is notified that its goods are available for collection;
 - (c) In the case of goods collected from the Customer as part of services being supplied, until the goods are actually received by the Company or, where applicable by the Company's carrier or agent.

13. FORCE MAJEURE

- 13.1** Where the supply of goods or services by the Company is delayed or prevented by matters reasonably outside its control, such as industrial relation disputes, civil disturbance, natural disaster, health and safety matters or plant production difficulties, then the Company, at its sole discretion, shall be released from its contractual obligations to the extent necessary, provided that adequate notice is given as to the circumstances and all efforts are made in good faith to remedy the situation if it is within the Company's power.

14. VARIATION

- 14.1** The Company shall have the right to vary the terms of supply of goods or services upon giving written notice to the Customer. Clerical errors are subject to correction without notification.

15. ASSIGNMENT

15.1 The Company may, at any time, assign the benefit of these Trading Terms to another party. The Customer shall not transfer or assign the benefit of these Trading Terms without the prior consent of the Company.

16. WAIVER

16.1 The failure of the Company, at any time, to require strict performance by the Customer of any matter shall not be deemed to be a waiver of the Company's rights unless it is agreed to by the Company in writing and the Company shall have the right to insist upon such performance at any time in the future.

17. SEVERANCE

17.1 If any of these Trading Terms is found by a Court of competent jurisdiction to be invalid or unenforceable in whole or in part, the validity of the other Trading Terms shall not be effected and shall continue to be valid and enforceable to the fullest extent permitted by law.

18. ENTIRE TRADING TERMS

18.1 These Trading Terms, read in conjunction with details for specific orders and the Application for Commercial Credit contains the entire Trading Terms that will apply between the parties with respect to its subject matter and the Customer's purchasing terms and any previous agreements, understandings, negotiations and representations shall not have any legal status or effect.

19. LAW AND JURISDICTION

19.1 These Trading Terms shall be deemed to have been made in the State in which the supply of goods and/or services to the Customer takes place and shall be governed by the laws of that State and the Parties agree to submit to the exclusive jurisdiction of the courts of that State.

I/We hereby accept and agree to be bound by the Tyrecycle Pty Ltd Trading Terms printed above. I/We further agree that any Terms and Conditions of Purchase that may be included in any order or quotation or any other document shall have no legal effect, unless agreed to in writing by a Tyrecycle Pty Ltd duly authorised officer.

I hereby state that I am authorised to sign and accept the above Trading Terms for and on behalf of:

Business Name: _____

Signed: _____ **Date:** _____

Print Name: _____ **Position** _____