



NRH Chemicals

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ABN NO: 94 112 422 474

Unit 30, 8 Victoria Avenue, Castle Hill, NSW 2154
PO Box 7552, Baulkham Hills Business Centre, NSW 2153
TELEPHONE: 02 9894 7360 FAX: 02 9894 7960

APPLICATION FOR CREDIT

**Please complete second page, sign third page and fax or
post both sheets to NRH Chemicals**

APPLICATION FOR COMMERCIAL CREDIT FACILITIES

WITH

NRH CHEMICALS

ABN: 94 112 422 474

CREDIT TERMS ARE 30 DAYS FROM DATE OF INVOICE

DETAILS OF BUSINESS:

Company/Business Name: _____

ABN: _____

Trading as: _____

Postal Address: _____

Trading Address: _____

Purchasing Contact: _____ Phone: _____ Fax: _____ Email: _____

Accounts Contact: _____ Phone: _____ Fax: _____ Email: _____



NRH Chemicals

DETAILS OF BUSINESS:

Owned:	<input type="checkbox"/>	Leased:	<input type="checkbox"/>	Mortgaged:	<input type="checkbox"/>
Public Company:	<input type="checkbox"/>	Private:	<input type="checkbox"/>	Partnership/Sole Trader:	<input type="checkbox"/>

Nature of Business: _____

Date of Incorporation/Commencement: _____

FULL NAMES OF DIRECTORS/PARTNERS/PROPRIETORS:

Name:	_____	Address:	_____
Name:	_____	Address:	_____
Name:	_____	Address:	_____

TRADE REFERENCES:

Name:	_____	Phone:	() _____	Fax:	() _____
Name:	_____	Phone:	() _____	Fax:	() _____
Name:	_____	Phone:	() _____	Fax:	() _____

REQUESTED CREDIT REQUIREMENT: \$..



TRADING AND CREDIT TERMS

This document sets out the terms upon which NRH Chemicals will sell goods ("**Goods**") and supply services ("**Services**") and will provide credit for the purchase of those Goods and Services by the Customer. Except where NRH Chemicals and the Customer agree in writing to the contrary, these terms apply at any time when the Customer is or may become indebted to NRH Chemicals in relation to the sale of Goods or the supply of Services.

1. PAYMENT AND CREDIT

- 1.1 The Customer will pay NRH Chemicals for all Goods and Services within 30 days of the date of the invoice on which the charge for those Goods or Services first appears.
- 1.2 The Customer acknowledges that NRH Chemicals may at its discretion decide whether or not credit will be provided to the Customer, the extent of any credit and whether part or all of the credit facility may be withdrawn at any time.
- 1.3 NRH Chemicals can refuse to supply any further Goods or Services if the Customer does not pay any amount when due or if in NRH Chemicals's opinion the Customer is or may become insolvent.
- 1.4 NRH Chemicals reserves the right to charge the Customer interest on any amount not paid by the due date at the rate of 2% per month calculated daily from the due date until payment.
- 1.5 The Customer will pay NRH Chemicals any costs NRH Chemicals incurs in recovering or attempting to recover overdue money, including but not limited to legal fees on a full indemnity basis and costs on a per hour basis for NRH Chemicals's employees and/or agents in relation to the preparation or conduct of any litigation or recovery action and any commission and/or disbursement cost charged to NRH Chemicals by any other person in relation to recovery action.

2. ORDERS

- 2.1 No contract is formed until the Customer's order is accepted by NRH Chemicals.
- 2.2 If NRH Chemicals imports goods, components or other materials which are used to fill an order placed by the Customer, acceptance of the order by NRH Chemicals is on the understanding that the Goods, components or other material the subject of the order are imported by NRH Chemicals on behalf of the Customer.
- 2.3 Suspension or cancellation of orders may only be made with NRH ChemChem Chemicals written agreement and on terms that will indemnify NRH Chemicals against any loss.

3. PRICE

- 3.1 The price of the Goods or Services is the price quoted by NRH Chemicals, or, if no price is quoted, the price stated in the price list current at the time the order is accepted by NRH Chemicals ("**Price**").
- 3.2 The Price does not include transport costs, insurance costs, shipping charges, customs duties, or primage rates, all of which are to the Customer's account.
- 3.3 NRH Chemicals reserves the right to increase the Price if there is an increase in the price of the Goods to NRH Chemicals due to exchange rate movements or increases in estimated charges for transport, insurance shipping, primage, labour or materials and customs or other duties.
- 3.4 The Customer must pay sales tax on Goods unless the Customer provides adequate documentation to support sales tax exemption and NRH Chemicals is satisfied that the sale is exempt from sales tax.
- 3.5 Quotations are valid for 30 days from the date of quotation.

4. TITLE AND RISK

- 4.1 The Customer assumes full risk of loss or damage to Goods immediately upon delivery.
- 4.2 Title to goods shall not pass to the Customer until payment in full for all goods supplied by NRH Chemicals to the Customer is made.
- 4.3 The Customer acknowledges that until full payment is made for all goods supplied by NRH Chemicals to the Customer, the Customer holds the goods as bailee of NRH Chemicals and that a fiduciary relationship exists between the Customer and NRH Chemicals.
- 4.4 The Customer acknowledges that if it sells any of NRH Chemical goods, It sells those goods as fiduciary agent of NRH Chemicals, provided that such sales shall not give rise to any obligations on the part of NRH Chemicals.
- 4.5 The Customer agrees that if it sells any of NRH Chemicals's goods prior to making full payment for all goods supplied by NRH Chemicals to the Customer, it shall hold the proceeds of sale on trust for NRH Chemicals.
- 4.6 NRH Chemicals shall have the right to recover and/or resell its goods and may enter upon the Customer's premises for that purpose at any time following the occurrence of any of the following events:
 - (a) any payment is not made in accordance with these terms;
 - (b) an application for the winding up of the Customer is filed;
 - (c) members or creditors of the Customer resolve that it be wound up;

- (d) an administrator, controller, receiver, receiver and manager or provisional liquidator is appointed to the Customer.

- 4.7 NRH Chemicals may remove the Goods from any products or goods to which the Goods have been attached, using such methods as NRH Chemicals believes appropriate. NRH Chemicals will not be liable for any damage to premises or products or other items in exercising its rights Under this clause unless that damage is caused intentionally by NRH Chemicals. NRH Chemicals will not be obliged to reassemble or restore product or item from which it has removed Goods.

5. DELIVERY

- 5.1 Tender of Goods at the nominated or usual point of delivery constitutes delivery. NRH Chemicals may deliver Goods by instalments.
- 5.2 Failure by NRH Chemicals to deliver any Goods by the due date does not entitle the Customer to cancel its order and NRH Chemicals will not be liable for any consequential or other loss as a result of late delivery of Goods.
- 5.3 The Customer may only return Goods with the prior written consent of NRH Chemicals, which it may withhold in its absolute discretion.

6. ACCEPTANCE OF GOODS

- 6.1 The Customer will inspect the Goods and satisfy itself as to their condition, completeness, quality and fitness for purpose upon delivery.
- 6.2 Any claim by the Customer of any shortage or that Goods are defective must be made in writing to NRH Chemicals within 7 days of delivery. After that time the Customer will be deemed to have accepted the Goods
- 6.3 NRH Chemicals has no liability to rectify or replace Goods if a defect is result of:
 - (a) alterations or modifications to the Goods not authorised by NRH Chemicals;
 - (b) failure to install or maintain the Goods correctly;
 - (c) failure to operate the Goods in accordance with NRH Chemicals service and operation guidelines and/or manuals and with safe standard operating practices; or
 - (d) causes other than ordinary use.

- 6.4 The deterioration of the Goods by chemical action or by wear caused by the presence of abrasive material does not constitute a defect in the Goods.

7. WARRANTIES

- 7.1 NRH Chemicals warrants that at delivery the Goods will be substantially free from defects in materials and/or workmanship.
- 7.2 Except as required by law, this warranty is the sole warranty which NRH Chemicals makes to the Customer. Where so required, NRH Chemicals will be limited at NRH Chemicals's option to any one or more of the following:
 - (a) in the case of Goods - replacing the Goods or supplying equivalent goods; or repairing the Goods; or paying the cost of replacing the Goods or acquiring equivalent goods; or paying the cost of having the Goods repaired.
 - (b) in the case of Services - supplying the Services again; or paying the cost of having the Services supplied again.
- 7.3 To the full extent permitted by law, NRH Chemicals will not be liable for defective materials or workmanship in any part or component of the Goods which is supplied to NRH Chemicals by a third party.

8. SPECIFICATIONS

The Customer indemnifies NRH Chemicals against any loss or incurred as a result of any third party claiming that work done by NRH Chemicals in accordance with the Customer's specifications infringes intellectual property right.

9. VARIATION AND WAIVER

- 9.1 A provision of or a right created under this agreement may not be:
 - (a) waived, except in writing by the party granting the waiver; or
 - (b) varied except in writing signed by the parties.
- 9.2 Failure by NRH Chemicals to exercise or any delay in exercising power or remedy does not preclude its exercise.

10. GENERAL

- 10.1 Any contract to which these terms apply shall be governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of that State in relation to any dispute connected with Goods or Services.
- 10.2 If any provision of these terms is found to be void or voidable, that will not affect the effectiveness of any of the other provisions

The Customer requests NRH Chemicals to supply Goods and Services to it on credit on the above terms.

The signatory named below has the authority and authorises NRH Chemicals to:

- Disclose personal information about the signatory and this credit application to a credit reporting agency as permitted by the *Privacy Act*.
- Obtain any information about the Customer or the signatory or their business activities or credit worthiness from a credit reporting agency or another credit provider to assess this credit application or assist in collection of any overdue payments.
- Give or obtain from other credit providers such information about the Customer and the signatory and their business activities or credit worthiness, as is permitted by law.

.....
Signature of authorised person

.....
Position held by signatory

.....
Name (in block letters)

.....
Date