

STRIPROLL CONSOLIDATED INDUSTRIES PTY LTD TRADING AS:



**APPLICATION FOR 30-DAY CREDIT ACCOUNT** with Striproll Consolidated Industries Pty Ltd herein "Striproll" trading as McCanns Plumbing Supplies, McCanns Sheetmetal, and Striproll Roofing Products.

PLEASE RETURN COMPLETED FORM TO OUR CREDIT DEPARTMENT EMAIL: [accounts@striproll.com.au](mailto:accounts@striproll.com.au)

Please **tick** division for 30 day credit requirements ☐ McCanns Plumbing Supplies ☐ Striproll Roofing Products

**Proposed Account Name in FULL:** \_\_\_\_\_

Trading As: \_\_\_\_\_ Email: \_\_\_\_\_

Business Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone No. Business: \_\_\_\_\_ Mobile (Director/Owner): \_\_\_\_\_ Mobile (Accounts): \_\_\_\_\_

Postal Address (Accounts) \_\_\_\_\_

ABN No: \_\_\_\_\_ Accounts Payable Contact: \_\_\_\_\_

**NOMINATED CREDIT LIMITED \$** \_\_\_\_\_ [ ] Each [ ] Total (this is a nomination only and may or may not be granted)

"Striproll" Employee issuing Credit Account Application: \_\_\_\_\_

**BUSINESS TYPE....** (please complete only **ONE** of the following sections)

☐

**COMPANY – (Incorporated Pty Ltd or other legal Corporations)**

**All Company Directors are required to sign a Directors Guarantee (as attached) – other than public listed company directors**

Company Name: \_\_\_\_\_ ACN: \_\_\_\_\_

Number of current Directors: \_\_\_\_\_

1. Directors Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Residential Address: \_\_\_\_\_ Drivers Licence No: \_\_\_\_\_
2. Directors Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Residential Address: \_\_\_\_\_ Drivers Licence No: \_\_\_\_\_

If there are more than 2 company directors then you **MUST** fill out copies until all directors have been listed.

☐

**PARTNERSHIP**

**All owners of a Partnership or Sole Trader business must submit a photocopy of their Drivers Licence**

1. Partners Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Residential Address: \_\_\_\_\_ Drivers Licence No: \_\_\_\_\_
2. Partners Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Residential Address: \_\_\_\_\_ Drivers Licence No: \_\_\_\_\_

☐

**SOLE TRADER**

1. Owners Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Residential Address: \_\_\_\_\_ Drivers Licence No: \_\_\_\_\_

## SUPPLIER TRADE REFERENCES

1. \_\_\_\_\_ Phone No.: \_\_\_\_\_
2. \_\_\_\_\_ Phone No.: \_\_\_\_\_
3. \_\_\_\_\_ Phone No.: \_\_\_\_\_
4. \_\_\_\_\_ Phone No.: \_\_\_\_\_

I/We agree to the printed general terms and conditions of "Striproll" that are on our website and are available upon request. Change of Corporate Identity for Credit Accounts will result in the current account becoming void with a new account form to be filed for the issue of an updated account.

I/We understand that the "Striproll" terms require strict settlement of accounts within 30 days of the last day of the month in which goods are supplied and should for any reason I/We be unable to meet this commitment, agree to pay interest of 1.5% per month on all outstanding amounts past the due date.

In consideration of granting a Credit Account, I/We undertake to make prompt settlement on these terms and accept that goods supplied under this arrangement remain the property of "Striproll" until paid for in full and that goods returned will have 20% administration/re-stocking cost to us charged to your account. I/We understand such goods may be repossessed by "Striproll" or its agent if the terms of Credit are not adhered to by this applicant.

I/We give full permission without reservation to "Striproll" to make enquiries with trade references listed herein, credit providers, credit reporting agencies and all other sources the "Striproll" wish to contact for information in relation to this business or individual. I/we authorise all sources contacted by "Striproll" to disclose any information requested by authorised "Striproll" employees at anytime. I/we authorise "Striproll" to disclose information regarding our credit account to any interested person.

To secure all payments and obligations of the Applicant being a sole trader, partnership, Trust, or company, the authorised signatory of the applicant hereby charges all their rights, title and interest in any real estate now or in the future owned by them and consent to a caveat being lodged on title as evidence of such charge at anytime.

The person completing and signing this 30 day credit account application confirms their authority to sign on behalf of the business or individual applying for this credit account. If the signer is not authorised to sign on behalf of the business or individual applying for this credit account, the signer will be held liable for all outstanding debts.

Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Upon official "Striproll" notification in writing your 30-day credit is available with all trading divisions of "Striproll" as listed below. Separate monthly statements will be issued for each "Striproll" Division, however they are treated as one account if outside the terms of trading as agreed herein. "Striproll" reserves the right to make changes to the applicant's credit terms and/or credit limit at anytime.

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### "Striproll" - STORE DIRECTORY

#### **"Striproll"- Administration**

498 Latrobe Terrace, **GEELONG**

Ph. (03) 5223 2233

[admin@mccannsplumbing.com.au](mailto:admin@mccannsplumbing.com.au)

#### **Striproll Roofing Products**

103 Barwon Terrace, **SOUTH GEELONG**

Ph. (03) 5221 1944

[orders@striproll.com.au](mailto:orders@striproll.com.au)

#### **Striproll Roofing Products**

52-58 Kinross Street, **BENDIGO**

Ph. (03) 5442 5200

[bendigo@striproll.com.au](mailto:bendigo@striproll.com.au)

#### **McCanns Plumbing Supplies**

498 Latrobe Terrace, **GEELONG**

Ph. (03) 5223 2233

[sales@mccannsplumbing.com.au](mailto:sales@mccannsplumbing.com.au)

#### **McCanns Plumbing Supplies**

37 Baines Crescent, **TORQUAY**

Ph. (03) 5261 7082

[torquay@mccannsplumbing.com.au](mailto:torquay@mccannsplumbing.com.au)

#### **McCanns Plumbing Supplies**

361 Thompson Road, **NORTH GEELONG**

Ph. (03) 5272 1744

[northgeelong@mccannsplumbing.com.au](mailto:northgeelong@mccannsplumbing.com.au)

#### **McCanns Plumbing Supplies**

226 McIntyre Road, **SUNSHINE**

Ph. (03) 9364 6333 Plumbing

Ph. (03) 9364 6606 Showroom

[sunshine@mccannsplumbing.com.au](mailto:sunshine@mccannsplumbing.com.au)

#### **McCanns Plumbing Supplies**

196 – 200 Glenroy Road, **GLENROY**

Ph. (03) 9304 4042 Plumbing

Ph. (03) 9304 3788 Showroom

[glenroy@mccannsplumbing.com.au](mailto:glenroy@mccannsplumbing.com.au)

#### **McCanns Plumbing Supplies**

795-799 High Street, **REGENT**

Ph. (03) 9470 3366

[regent@mccannsplumbing.com.au](mailto:regent@mccannsplumbing.com.au)

#### **McCanns Plumbing Supplies**

330 Williamstown Road, **YARRAVILLE**

Ph. (03) 9314 6622

[yarraville@mccannsplumbing.com.au](mailto:yarraville@mccannsplumbing.com.au)

#### **McCanns Plumbing Supplies**

242 – 244 Main Street, **BACCHUS MARSH**

Ph. (03) 5367 2277

[bacchusmarsh@mccannsplumbing.com.au](mailto:bacchusmarsh@mccannsplumbing.com.au)

#### **McCanns Plumbing Supplies**

8 Oakdene Grove, **LAVERTON**

Ph. (03) 9369 8965

[laverton@mccannsplumbing.com.au](mailto:laverton@mccannsplumbing.com.au)

#### **McCanns Sheetmetal**

1 Ann St, **GEELONG**

Ph. (03) 5227 7900

[sheetmetal@mccannsplumbing.com.au](mailto:sheetmetal@mccannsplumbing.com.au)

## DEED OF GUARANTEE

To: Striproll Consolidated Industries Pty Ltd ("Striproll") herein referred to as the Company  
Incorporating: McCanns Plumbing Supplies, McCanns Sheetmetal, Homebuilders Discount Warehouse and  
Striproll Roofing Products,

In consideration of "Striproll" or it's trading divisions supplying at our request, or agreeing to supply

Company Incorporation

Trading As

(Please print customer/firm to be supplied on 30-day credit account)

(Hereinafter referred to as the Company) with goods and or services up to such amounts as you think proper or at your option allowing the Company to have a standing or continuous credit in your books,

I/We 1. \_\_\_\_\_ 2. \_\_\_\_\_  
(Please Print Director/Guarantors Name) (Please Print Director/Guarantors Name)

herein referred to as the Guarantors do hereby guarantee to you the payment by the Company of all its indebtedness to you for such supplies or such credit and of all its other indebtedness to you howsoever arising and our liability to you under this guarantee shall not be limited to any amount.

You may at your discretion and without giving notice to the Company refuse further supplies or credit, or give time for payment or compromise with the Company in respect of its indebtedness or give it any other indulgence without this affecting our liability hereunder.

This Director's guarantee shall be a continuing guarantee and shall be revocable or in the case of death by my/our representative/s by giving written notice of guarantee withdrawal and upon receipt by the Company of such notice the liability by us or our Representative/s to you under this guarantee shall cease in respect of any goods which you may supply to the Company under orders received after the receipt by you of such notice.

No cheque, Bill of Exchange or Promissory Note received by you on account of any indebtedness of the Company to you shall be regarded as satisfactory or part satisfactory of the obligation in respect of which it is given unless and until same has been honoured in full.

This guarantee is strictly limited and is pertaining only to goods, services or interest as has been indebted to the Company by the Incorporation as named above.

To secure all payments and obligations of the guarantors under this guarantee the guarantors hereby charge all their rights, title and interest in any real estate now or in the future owned by them and consent to a caveat being lodged on title as evidence of such charge at anytime.

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 THE GUARANTORS HEREBY DECLARES that I/WE understand the nature and effect of the within Guarantee and I/WE have had the opportunity of obtaining independent legal advice before signing this Guarantee.

### Guarantor Number 1.

**DATED** the .....**DAY OF**..... **YEAR**.....

SIGNED by the Guarantor ..... Guarantor Name.....

In the presence of Name: ..... Witness Signature.....

**Witness' address and Phone Number:** .....

### Guarantor Number 2.

**DATED** the .....**DAY OF**..... **YEAR**.....

SIGNED by the Guarantor ..... Guarantor Name.....

In the presence of Name: ..... Witness Signature.....

**Witness' address and Phone Number:** .....

**Please note witness must be:** ☐ Bank Manager ☐ Doctor ☐ Justice of the Peace  
(PLEASE TICK) ☐ Solicitor ☐ "Striproll" Management ☐ Certified Practising Accountant

## **FOR OFFICE USE ONLY**

(Not to be filled in by the applicant)

**Account Name:** \_\_\_\_\_

**FOR "Striproll" OFFICE USE ONLY**    Issued By: ..... Division: .....

Limit: \_\_\_\_\_ Letter Type: \_\_\_\_\_

### TRADE REFERENCE SUMMARY

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Account Approved/Not Approved      Authorised By: \_\_\_\_\_

Comments: \_\_\_\_\_

Account No.: \_\_\_\_\_

Letter of Authorisation Sent: \_\_\_\_\_

Sent By: \_\_\_\_\_

# **STRIPROLL CONSOLIDATED INDUSTRIES PTY LTD**

Incorporating:       McCanns Plumbing Supplies  
                              McCanns Sheetmetal  
                              Striproll Roofing Products

## **Terms and Conditions of Trade**

These General terms and conditions apply to all quotations, sales and delivery of product and services invoiced ("goods or products") by Striproll Consolidated Industries Pty Ltd ("Striproll or company") and all its incorporated divisions as listed above.

### **General**

- 1.1 The following terms and conditions and other terms and conditions (if Any) set out on official Striproll delivery dockets, quotations, invoices, application for credit and any other official company documentation together comprise the whole of the contract (this contract) between Striproll and the customer.
- 1.2 These terms and conditions apply to the exclusion of any terms and conditions that the customer may submit with any purchase order, unless agreed to by Striproll in writing. If any order or other document forwarded by the customer to Striproll contains anything inconsistent with these terms and conditions, such order or other document is accepted only on the express understanding that these conditions are to prevail in all cases.
- 1.3 Nothing in these terms and conditions shall constitute Striproll as a subcontractor of the customer and Striproll obligations are limited to those of a materials supplier (Trade Practices Act 1974).
- 1.4 These terms and conditions and any contract including them shall be governed by and construed in accordance with the laws of the state of Victoria and the seller and buyer submit to the non-exclusive jurisdiction of the courts of Victoria.
- 1.5 Should the customer fail to pay Striproll all monies due by the agreed terms of trade, the customers hereby agrees to be liable and pay for costs including legal costs (on a solicitor/own client basis) and collection agency fees incurred by the seller in recovering the outstanding debt.
- 1.6 To secure all payments and obligations of the Applicant being a sole trader, partnership, Trust, or company, the authorised signatory of the applicant hereby charges all their rights, title and interest in any real estate now or in the future owned by them and consent to a caveat being lodged on title as evidence of such charge at anytime.

## **Payments**

- 2.1 The full amount payable for goods (including instalment deliveries) to be supplied must be paid for in person with cash, EFTPOS, bank cheque, or accepted credit card prior to delivery of the goods. Striproll reserves the right to accept or disallow personal or company cheques and acceptance of cheques must be authorised by the Striproll executive.
- 2.2 Payment for the goods is to be made in full including freight costs on acceptance of the order by Striproll.
- 2.3 Striproll reserves the right to terminate this contract should the customer fail to pay any amount to Striproll as it falls due.
- 2.4 An individual or company may apply for a 30 day trading account. These customers will then be bound by the terms and conditions of credit as set out in the credit application form in addition to these general terms and conditions of sale. In the event that there is a discrepancy or dispute in relation to a transaction where it is proved that only part of the invoice is due to be paid then the balance must be remitted to Striproll by the due date.

## **Orders**

- 3.1 Striproll may accept or decline in whole or in part any order for goods placed with Striproll at any time.
- 3.2 Placed orders from the customer may only be varied or cancelled with the written agreement of a duly authorised officer of the Striproll division that the order was placed with. The customer must accept and pay for any goods that have been manufactured by or bought in by Striproll against their purchase order.
- 3.3 Purchase orders should be placed in writing - Telephone orders are accepted only on the condition that the Striproll record of the quantities, lengths and specification of product and all details of the order including delivery time and transport type (utility, tray truck, semi trailer or other) shall be recognised by the customer as the correct and final record of the order. Verification of the order will be sent to the customer's nominated facsimile number on request.
- 3.4 Striproll will endeavour to record the customer's purchase order number however if the official purchase order number is not recorded on the Striproll trading account invoice, the customer shall still pay the invoice within the terms of the trading account. Striproll will provide purchase order number details on request on the proviso that we have been advised at the time of order.
- 3.5 Where the customer omits vital information from their purchase order Striproll reserves the right to postpone dispatch of goods without notice until the order can be verified and transport (if any) becomes available to deliver the goods based on the available information.

## **Price**

- 4.1 All goods will be charged at the prices ruling at the time of dispatch.
- 4.2 Prices issued to the customer are subject to change without notice. Price lists become void upon any general increase in the price of steel sheet and coil. Priced confirmations will be faxed to a nominated facsimile on request of your authorised purchasing officer.
- 4.3 Prices for the goods do not include transport delivery fees. Transport delivery fees will be charged where the customer requests delivery of the goods. The customer may avoid paying said charges by arranging transport for the goods using the appropriate legal transport method at the customer's expense.
- 4.4 Quotations are valid for 30 Days and are estimates only. Striproll reserves the right to change a quotation at any time to reflect increased prices from its suppliers to ensure that the prices will be correct and fair at the time of dispatch. All quotations become invalid if goods cannot be dispatched for any reason prior to any price increase coming into affect.
- 4.5 If Striproll cannot dispatch goods for any reason, this shall not constitute reason for cancellation of any purchase order. Pricing will be honoured in such a case provided the order is placed within a normal lead time to be delivered prior to any price increase.
- 4.6 Where quotation or estimates are concerned, Striproll accepts no responsibility for any discrepancies, specification, and fitness for purpose or omissions in estimates taken off plan or at site. Quantities quoted are strictly estimates and are not guaranteed by Striproll or its employees to be accurate. It is the customer's responsibility in all cases to verify the quotation details before proceeding or accepting any quotation.
- 4.7 Striproll will honour all quoted price rates (subject to price increases) from our suppliers provided the ordered quantity is not less than 90 percent of that estimated. Quotations are not lump sums but will vary according to the actual quantities ordered and delivered.

## **Deliveries**

- 5.1 Where the company is requested to enter a property by the customer or their agent, Striproll accepts no responsibility for damage or other loss to any party caused by reason of entry, and the customer expressly indemnifies the company for any and all claims (including all costs associated therewith), which are brought against the company by reason of entry into such a property.
- 5.2 Where the customer authorises Striproll in accordance with 5.1, the customer is obligated to provide clear access to the delivery site. The customer agrees to bear all vehicle recovery, damage to the delivery vehicle and time delay costs where a delivery vehicle may need to be towed due to

inadequate site access for any reason. Delivery will be made as close as possible to the site where such access is not provided in the opinion of the Striproll transport driver.

5.3 Delivery times are estimated only. Striproll will make every effort to maintain promised deliveries but we shall not be responsible for late or non-delivery and the customer shall be bound to accept and pay for goods late delivered in the aforesaid circumstances. In no event whatsoever shall Striproll be responsible for any loss of profits, penalties, expenditure, damages or other losses incurred by the customer arising out of any delay in delivery.

5.4 Customers should be aware of time taken when unloading. Where trucks are held onsite for more than 1 hour, any additional costs incurred from delays on site, or extra labour costs to unload due to any reason not caused by Striproll will be charged to the customer's account. These items will be charged at cost.

5.5 Delivery of orders may be made in more than one instalment. In such cases goods will be invoiced separately. If invoiced goods are unavailable for delivery then a credit will be raised and the goods will be re-invoiced and dispatched when available.

5.6 In the event that the customer's premises is not attended by the customer or their authorised agent, the signature of the person that delivers the goods will be prima facie evidence that the goods were delivered.

## **Returns**

- 6.1 Customers are not entitled to a refund if the goods are damaged subsequent to delivery (at which point it is the responsibility of the customer). It is therefore obligatory that any damaged product be reported to us at the time of delivery. If the site is unattended at the time of delivery the customer is not eligible to claim for damaged or missing product.
- 6.2 Striproll will not accept claims for damaged product if said product is not located at the original point of delivery and has been transported by the customer or any other third party.
- 6.3 Where goods are not of acceptable condition upon delivery, you are obligated to notify our sales office within 7 days of delivery otherwise you deem full acceptance of said goods.
- 6.4 Under no circumstances should the product be used if faulty. If the product is fitted the customer deems the product fit and agrees to pay for the goods in full. Striproll will accept returns for credit on used product at 5 percent of the original invoiced price.
- 6.5 Striproll will not accept return of goods unless authorised by Striproll management.
- 6.6 Custom cut to length goods will not be accepted for return where the goods are delivered as ordered in good condition.
- 6.7 Reimbursement for returned goods will be at the discretion of Striproll management.

## **Property**

- 7.1 Ownership of the goods shall not pass to the customer until payment in full for the goods has been received by the company in cleared funds. Until payment in full is received, the customer shall hold the goods on a fiduciary basis only as bailiff for the company and the customer shall;
  - (a) not sell, pledge or mortgage the goods or attempt to do other than as agent for the company. In the event that the customer does sell the goods, any amount paid by the buyer of such goods shall be held by the customer on trust for the company and paid to the company
  - (b) not commit a breach of this contract or any other or offer to make any arrangement with its creditors
- 7.2 If "Striproll" approves a credit facility in any way:
  - (a) the customer authorises Striproll or its agents to enter any property to recover products under the ROT clause using all necessary force.
  - (b) the customers agrees that all correspondence signed by an officer of Striproll represents the true and correct outstanding debt and shall be conclusive evidence that products have not been paid for and remain the property of Striproll
  - (c) the customer agrees that the Retention of Title clause is a security interest within the meaning of the Personal Properties Security Act 2009 (Cth) "PPSA"
  - (d) the customer authorises Striproll to register a financing statement and/or Personal Money Security Interest "PMSI" against the customer and all interested parties to ensure Striproll holds super priority in the event the customer and all interested parties cannot pay their outstanding debts.
  - (e) the customer agrees that Striproll may contract out of Sections 95, 96, 125, 132(4), 135, 142, 143 of the PPSA, however if the security agreement does exclude any of the above provisions, those provisions continue to operate to the extent that they give rights to or impose obligations in relation to persons who are not parties to the security agreement.

## **Limitation of Liability**

8.1 Subject to law, Striproll's obligations to the customer in respect of a breach of any term, warranty or condition of these terms and conditions of sale shall, at Striproll's option be limited to: In the case of goods, repair of the goods, replacement of the goods, or paying for the cost of repair or replacement of the goods at the original delivery point.

8.2 Striproll's obligations in relation to 8.1 do not include:

- (a) The cost of removal of defective goods, installed or otherwise.
- (b) The cost of installation of replacement goods; or
- (c) Defects caused by installation or maintenance of the goods or normal wear and tear and damage.

8.3 Subject to law, Striproll will not be liable for any costs, claims, damages or demands arising from personal injury, loss or damage to goods whatsoever occurring to the customer or its employees or agents by reason of:

- (a) The goods or their design, production or processing.
- (b) The loading and delivery of the goods or any failure to deliver or delay in delivering the goods.
- (c) Any act or omission of Striproll, it's servants and agents;
- (d) Any statement or representation made by an employee or agent of Striproll;
- (e) Any tool or equipment hired out or under loan from Striproll to the customer.

8.4 Striproll will not be responsible for the consequences of any technical advice given by its employees in relation to the design, specifications, installation or use of the goods.

## **Indemnities**

9.1 The customer, its servant, agent or employee who enters Striproll's premises for the purpose of ordering or collecting goods or other reason does so at his or her own risk. Striproll will not be liable for any damage caused by any acts or omissions whatsoever and the customer indemnifies Striproll against all claims, demands or suits made by any person on behalf of the customer, its servant, agent or employee.