



Manufacturers of a complete range of quality paints
 A Division of Red Fire Holdings Pty Ltd ABN 65 009 407 381
 26 Paramount Drive, Wangara, Western Australia 6065
 PO Box 1473, Wangara, Western Australia 6947.
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NEW CREDIT ACCOUNT APPLICATION

APPLICANT NAME ^(THE APPLICANT): ABN:

TRADING AS:
(SOLE TRADER-PARTNERSHIP-COMPANY-PUBLIC COMPANY-INC CLUB OR ASSOCIATION)

NATURE OF BUSINESS: ESTABLISHED FOR YRS:

DELIVERY ADDRESS:

POSTCODE: TEL: FAX:

POSTAL ADDRESS: P/CODE:

PERSONS_(S) (ACCOUNTS PAYABLE) TO CONTACT:

ACCOUNTS PAYABLE EMAIL ADDRESS:

FAX NUMBER OF ACCOUNTS PAYABLE:

DIRECTORS/INDIVIDUAL'S/PARTNERS FULL NAME AND ADDRESS (attach list if insufficient space)

SURNAME, GIVEN NAME	RESIDENTIAL ADDRESS	D.O.B.	OCCUPATION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Is the Applicant or any person signing this application as a trustee of a Trust? If so state in each case: (attach list if insufficient space)

NAME OF TRUSTEE:

NAME OF TRUST:

DATE OF TRUSTEE'S APPOINTMENT: DATE OF CREATION OF TRUST:

TRADE REFERENCES: (Companies or businesses with whom the business is currently trading. No. Banks or Finance Companies)

Name	Phone Number	Name	Phone Number
(1) _____	_____	(2) _____	_____
(3) _____	_____	(4) _____	_____

MONTHLY CREDIT REQUIRED: \$

1. The Applicant hereby applies to have an account for credit opened in the Applicant's name with Red Fire Holdings Pty Ltd trading as Cameleon Paints (which together with its subsidiary companies are hereinafter called "the Company") for supply of goods and services by the Company for or on behalf of the Applicant on the terms and conditions contained on both sides of all pages of this document and has read and understood the same. The Applicant declares that the above information is true and correct in every particular.
2. The Applicant declares that the credit to be provided to the applicant by the company is to be applied wholly or predominantly for business or investment purposes (or for both purposes).

IMPORTANT

*You should **not** sign this declaration unless this credit application is wholly or predominantly for business or investment purposes. By signing this declaration you may **lose** your protection under the Consumer Credit Code.*

3. The Applicant declares that no matter, fact or circumstance other than the matters, facts and circumstances herein contained has been disclosed by the Applicant to the Company or the company's agents, officers, servants or employees that may give the Company or its agents, officers, servants or employees any reason to believe that at the time this declaration is made that the credit might be applied to purposes other than those herein declared.
4. In consideration of the Company at the request of the undersigned guarantors ("the Guarantors") agreeing to grant this facility to the Applicant on the terms and conditions outlined herein, the Guarantors, jointly and severally, guarantee to the Company (i) the due and punctual payment by the Applicant, without any deduction whatsoever, of each and all sums of money, interest, costs, expenses and damages owed or hereinafter owing by the Applicant to the Company under this agreement or any account whatsoever, and (ii) the due and punctual performance of all terms and conditions of this agreement. The making of any composition with or the waiver of any breach or default by the Applicant, or the neglect or forbearance of the Company to enforce such terms of this agreement, or any moratorium or other period staying or suspending by statute or the order of any other authority all or any of the Company's rights, remedies or recourse against the Applicant, will not stay suspend avoid release or discharge this guarantee, and if any payment by or on behalf of the Applicant to the Company is avoided or set aside under the law relating to insolvency or otherwise liability under this guarantee shall include payment to the company by the Guarantors, jointly and severally, of the sum equal to the amount of the payment so avoided or set aside. The Guarantors, jointly and severally, agree to indemnify the Company against all losses, costs, expenses and damages the Company may incur by reason of the failure or default of the Applicant in the performance of this agreement or any other agreement between the Company and the Applicant. The guarantees and indemnities herein shall be continuing guarantees and indemnities and shall remain in full force and effect until the Company has been paid all monies owed or owing to the Company by the Applicant and for so long as the Applicant has any obligations to the Company. The Guarantors, jointly and severally, agree to be bound by the terms and conditions contained on both sides of all pages of this document and that the Company may at all times act as if the Guarantors were the principal debtors. This document is executed as a Deed.

Applicant / Guarantor

Witness

Name: _____ Name: _____ Address: _____

Signature: _____ Signature: _____ _____

Name: _____ Name: _____ Address: _____

Signature: _____ Signature: _____ _____

For and on behalf of _____ **Pty Ltd**

FOR OFFICE USE ONLY:		
Credit Limit:	Checked By:	Date:
Account No.:	Sales Rep:	Price Cat:
Approved By:	Account Opened:	Date:

1. The Applicant agrees that it will pay for goods and services supplied, ordered or incurred by the Company for or on behalf of the applicant at the price set from time to time by the Company within thirty (30) days of the date of the invoice rendered by the Company in relation to the same.
2. (a) The Company shall be entitled to charge the Applicant interest on all outstanding monies exceeding 30 days net. Interest shall be calculated at a rate of 1.5% per month provided that notwithstanding anything hereinbefore contained the Company may at any time after the date hereof serve the Applicant a notice varying as from the fixture date specified therein the interest rate, and the interest rate shall be varied as therein provided from the date therein specified, being a date not less than 7 days after the date of service of such notice.
(b) Payments received by the Company will be applied firstly, in reduction of interest payable and accruing from month to month and, secondly, in reduction of all moneys owing to the Company until such time as all monies owing to the Company have been paid in full.
3. Goods supplied by the Company to the Applicant shall be at the Applicant's risk immediately on delivery to the Applicant or into the Applicant's custody (whichever is the sooner). Property in the goods supplied by the Company to the Applicant will not pass to the Applicant until such time as the goods delivered and all other goods supplied by the Company to the Applicant are paid in full. Until the Company receives payment in full for the goods delivered and for all other goods supplied by the Company to the Applicant
(a) The Applicant shall store the goods in such a manner as to show clearly that they are the property of the Company.
(b) The Applicant shall be at liberty to sell the goods, in the ordinary course of business, as agent for the Company and shall account to the Company for all proceeds from any sale.
(c) The Company may enter upon the Applicant's premises or elsewhere to take possession of and remove any goods supplied by the Company.
4. The Company may withdraw this facility at any time without notice or the Company may from time to time increase or decrease the limit (if any) of this facility without notice to the Applicant or the Guarantors.
5. The Company may from time to time require payment(s) in advance of the whole or any part of the contract price and the Company may require security satisfactory to the Company (including guarantees) to be given as a condition precedent to the continuation of this facility.
6. Any and all legal costs (on a solicitor/client basis), stamp duties or other expenses incurred by the Company in respect of this agreement or this guarantee or securities or other documentation required by the Company hereunder, or incurred as a result of the Applicant failing to perform the terms and conditions of this agreement shall be paid by the Applicant to the Company.
7. Should any account for which the Applicant is liable remain unpaid beyond the due date of payment and should such account be placed into the hands of a debt collector for recovery, then the Applicant agrees to pay in addition to such unpaid account any commission or fee payable by the Company to the debt collector which the debt collector may charge and further agrees that the Applicant's liability to pay this commission or fee to the Company shall arise at the time when such account is placed into the hands of the debt collector.
8. If the Applicant:
 - (a) Defaults in the due and punctual observance of all or any of its obligations herein or under any contract arising out of this agreement, or
 - (b) Being a person, dies, commits an act of bankruptcy; or
 - (c) Being a company, takes or shall have taken against it any action for its winding up placement under official management or receivership,Then the Company without prejudice to any rights or remedies open to it may:
 - (i) Treat as discharged all or any obligation arising from any agreement with the Applicant;
 - (ii) Retain any security given or monies paid by the Applicant or available through the enforcement of any guarantee, security or bond and apply this in reduction of any sum of money whatsoever owed or owing by the Applicant to the Company-;
 - (iii) Reserve the right to enter upon the Applicant's premises or enter upon any premises to which the Applicant has a right of access to take possession of and remove any goods supplied by the Company for or on behalf of the Applicant under this agreement or any other agreement between the Company and the Applicant for which payment has not been received. The legal and equitable interest in the said goods shall not pass until payment for the goods has been received by the Company,
 - (iv) Take such steps as it may deem necessary to mitigate the damages suffered including putting to use, hiring out, sale or disposal or any goods supplied or to be supplied under this agreement or any other agreement between the Company and the Applicant
9. Should there be any variation in the structure or nature of the Applicant's operation or business (such as conversion to, or from, a company or trustee) the Company shall forthwith be notified in writing by the Applicant. Unless notification of such variation or change is given, then without prejudice to the Company's right to pursue the proprietors of that operation or business, the original Applicant and those persons who signed as guarantors in this Deed shall remain liable to the Company as though any goods or services supplied by the Company were supplied to the original Applicant.
10. The Company shall not be taken to have waived any of the terms or conditions of this agreement or agreed to any variation thereof unless it has done so expressly in writing and signed by the Company.
11. Where there is any inconsistency between the terms and conditions of this agreement and any subsequent agreement between the Company and the Applicant, any such subsequent agreement shall be read down to the extent necessary to give full force and effect to the terms and conditions of this agreement.
12. In this agreement words in the singular shall be construed so as to include the plural and words in any gender shall be construed so as to include every other gender.
13. Where the Applicant is a trustee:
 - (a) The Applicant hereby agrees to produce a stamped copy of the trust deed (with all amendments) if and when requested by the Company;
 - (b) The Applicant hereby warrants that it has full power and authority of the trust to make this agreement on behalf of the trust and that it shall be bound by the terms of this agreement both personally and as trustee; and
 - (c) The Applicant hereby confirms and warrants that the assets of the trust shall be available to meet payment of any sums owed or owing whatsoever by the Applicant to the Company.
14. The Applicant and the Guarantors hereby agree that for the purposes of securing the liabilities and obligations hereunder of each of the Applicant and the Guarantors each of the Applicant and the Guarantors do hereby charge and mortgage with the due and punctual payment and the due punctual and complete performance by each of them of all their liabilities and obligations hereunder all their legal or equitable interest of whatsoever nature held in any and all real property both present and future and each of the Applicant and the Guarantors do hereby consent to the Company lodging a caveat or caveats noting its proprietary interest hereunder.
15. The Applicant and the Guarantors agree that a certificate of the Company or any person authorised by the Company to give the same shall be conclusive evidence as to the amount owing to the Company by the Applicant or Guarantors.

16. Any notice, demand or certificate given by the Company to the Applicant or the Guarantors shall be deemed to have been given or made if sent to the Company or the Guarantors by pre-paid post addressed to the Applicant or the Guarantors as the case may be, at the address shown hereon for the Applicant and the Guarantors herein or at such other address as is notified in writing by the Applicant or Guarantor to the Company.
17. This Deed shall be binding upon each party who has executed it notwithstanding (i) the failure of any other person named as a party to execute it, (ii) the avoidance or unenforceability of any part of this deed or any agreement, (iii) the avoidance or unenforceability wholly or in part of this Deed or of any agreement against any person named as a party to them
18. If any part of this Deed becomes void or unenforceable then that part shall be severed to the intent that all parts that are not void or unenforceable shall remain in full force and effect
19. This Deed shall be governed and construed in accordance with the laws of Western Australia

20. STATUS OF PRICE LIST

The price list shall not be construed or operate as an offer or obligation to sell but shall be an invitation to treat only and the Company reserves the right to accept or reject it is absolute discretion any orders which may be received by it

21. PRICE CHANGE

The prices shown in the Price List are subject to alteration by the Company without notice.

22. DELIVERY CHARGES

(a) Delivery charges on orders required by overnight transport, air freight or other special delivery shall be for the account of the Applicant.

(b) Orders of goods of less than \$100.00 sale price, before sales tax, may incur a delivery surcharge of up to \$10.00~ The delivery surcharge, if applied, shall be invoiced by the Company to the Applicant.

23. PARTIAL SUPPLY

If the Company is unable to supply the Applicant's total order these terms and conditions will continue to apply.

24. ACCEPTANCE

The Applicant shall inspect the goods forthwith upon delivery and shall within 7 days from the date of inspection give written notice to the Company of any matter or thing by reason whereof the Applicant alleges that the goods are not in accordance with the contract. If the Applicant shall fail to give such notice then to the extent permitted by statute the goods shall be deemed to have been accepted by the Applicant and the Applicant shall pay for the goods in accordance with the provisions hereof.

25. TIMING OF PAYMENT

Payment shall be deemed to have been made:

(a) If cash is tendered - on the date it is tendered, and

(b) If a cheque (bank or otherwise) or other negotiable instrument is tendered - on the date upon which such cheque or other negotiable instrument is negotiated and cleared by the Company's bankers.

Where customer's cheques are returned by our bank marked "Present Again" or "Refer to Drawer", the cheque amount will be re-debited to the Customer's account together with Dishonour fee as may be from time to time set by the Company's Banker or each return by our bank.

26. RETURNS

(a) All returns by the Purchase must be approved by the Company. Authorised returns must be freight pre-paid The Company will credit returned goods only if they are in a saleable condition. The Company reserves the right to charge a handling charge equivalent to 10% of the price of goods returned unless the Purchaser is a "consumer" for the purposes of the Trade Practices Act 1974 or similar State or Territory legislation.

(b) Paint products that have been tinted to a required colour should be checked by the purchaser at the time of receipt to ensure correct colour has been supplied. Tinted products, once accepted, are non-refundable.

27. RISK AND INSURANCE

Goods supplied by the Company to the Purchaser shall be at the Purchaser's risk immediately on delivery to the Purchaser or into the Purchaser's custody (whichever is the sooner). The Purchaser should insure the goods thereafter at its cost against such risk as it thinks appropriate and shall note the interest of the Company on the policy and shall produce a certificate to this effect to the Company on request

28. EXCLUSION OF IMPLIED CONDITIONS AND WARRANTIES

The only conditions and warranties which are binding on the Company in respect of the state, quality or condition of the goods supplied by it to the Purchaser and/or in respect of advice recommendation(s), information or services supplied by-it, its employees, servants or agents to the Purchaser regarding the goods, their use and application are those imposed and required to be binding by statute (including the Trade Practices Act (1974) and to the extent permitted thereby the liability, if any of the Company arising from the breach of such conditions or warranties shall at the Company's option, be limited to and completely discharged in the case of the goods be either the supply by the Company of equivalent goods or the replacement by the Company of the goods supplied to the Purchaser and in the case of advise, recommendation(s), information or services by the supplying of the advice, recommendation(s), information or services again and otherwise all other conditions and warranties whether express or implied by law in respect of the state, quality or condition of the said goods which may apart from this clause be binding on the Company are hereby expressly excluded and negated.

29. BATCH NUMBER

All of the goods carry on the label or container a batch number. It is acknowledged by the Purchaser that, should a problem arise during or after application of a good or goods within a coating system which require technical investigation by a Company laboratory, all batch numbers pertaining to each good MUST be provided, together with a description of the good(s) and system(s) used, prior to any laboratory investigation being instigated. Where a batch number can not be supplied The Company reserves the right to charge a non-refundable laboratory investigation fee of \$500 which fee is payable prior to the commencement of any laboratory work It is also acknowledged by the Purchaser that on receipt of a written recommendation and subsequent procedure the onus is on the Purchaser to apply the goods recommended or goods recommended within a coating system correctly and that such applications are to be in accordance with the Company's technical data sheet and correct coating procedures.