



The Leaders in Performance Products

A.B.N. 50 001 927 395

Application For 30 Day Credit Account

Warehouse: 40 Huntingwood Drive
Huntingwood, NSW 2148

Postal Address: PO Box 6670
Blacktown, NSW 2148

Accounts Telephone: (02) 8825 1933
Facsimile: (02) 8825 1957
Email: accounts@rocketind.com
Web: www.rocketind.com

Account name Of Applicant (Full Legal Name)

A.B.N.

Delivery Address For Goods

State

Postcode

Postal Address

State

Postcode

Telephone Numbers

Daytime Contact No:

Fax No:

Mobile No:

Type Of Business

Date Established

Email / Web Address

Email

Web Address

Applicants Bank

Name

Suburb

Contact Name

Credit Amount Requested

\$

Directors Or Proprietors

Name

Private Address

Phone

Name

Private Address

Phone

Name

Private Address

Phone

Trade References

Company Name

Address

Phone

Fax

Contact

Company Name

Address

Phone

Fax

Contact

Company Name

Address

Phone

Fax

Contact

Company Name

Address

Phone

Fax

Contact

Credit Application

The applicant requests that Rocket Industries Pty Ltd (ABN 50 001 927 395) ("Rocket") provide to it a 30-day credit account.

The applicant warrants that the information provided to Rocket is true and accurate.

The applicant also agrees to inform Rocket of any change to the information provided.

The applicant agrees that where Rocket supplies goods:

- I. The goods supplied are supplied for business and not domestic purposes;
- II. It will pay for all goods supplied and work done within 30 days of the date appearing on the statement of account provided by Rocket;
- III. Rocket will be entitled to charge interest on all amounts that have not been paid within 30 days of the date appearing on the monthly invoice ("the interest"), and the applicant agrees to pay the interest;
- IV. The interest will be paid at the rate set by the Supreme Court of New South Wales for interest on judgments on the amount appearing on the invoice, or on such other amount as is outstanding from time to time, and the amount of the interest will be added to the balance not paid at the end of the month;
- V. Where the applicant has not complied with paragraph (ii), Rocket will be entitled to refuse to provide further goods and/or commence proceedings or other legal action for the recovery of the monies not paid in accordance with paragraph (ii);
- VI. All goods supplied by Rocket to the applicant will be supplied on Rocket's standard terms and conditions, a copy of which is attached;
- VII. Where the applicant authorizes us to accept payment by credit card over the phone then the applicant agrees it will indemnify us for any loss we suffer as a consequence of the credit card having been misused or used without the applicant's authority;

Rocket reserves the right to withdraw/suspend any credit facility it provides, at any time without notice.

Signed by the Applicant in accordance with its Constitution:

Signed:

Print Name:

Capacity: Director / Secretary

Date:

Guarantee

1. I/we guarantee payment to Rocket for monies from time to time owed by the applicant.
2. I/we agree to indemnify and keep indemnified, Rocket against any loss it may suffer as a consequence of providing a 30 day credit account or supplying goods to the applicant.
3. I/we agree that I/we will be liable under this guarantee as if we had originally purchased the goods from Rocket.
4. I/we cannot revoke this guarantee and Rocket does not have to make demand of the applicant prior to making demand from us for any loss suffered because of the failure of the applicant to pay monies owed to Rocket.
5. I/we agree that this guarantee is binding on each of us individually and all of us jointly where there is more than one person providing the guarantee.
6. I/we charge all real property owned by myself or ourselves, whether individually or together for the amount that is owned by the applicant.
7. I/we agree that where the applicant has authorized Rocket to accept payment for goods by credit card, and where the goods are paid for by credit card and the use of the credit card has not been authorized by the applicant then I/we agree to indemnify and keep indemnified Rocket in respect of any loss it suffers as a consequence of the misuse of the credit card.
8. This guarantee will not be affected by any of the following:
 - (a) Giving the applicant additional time or other indulgence;
 - (b) Waiving or otherwise not enforcing against the applicant any rights that Rocket might have against them;
 - (c) The applicant becoming insolvent;
 - (d) Any other person who is guaranteeing the guaranteed obligations being released from their guarantee or Rocket not being able to enforce the guarantee against them or not being able to recover any monies claimed by Rocket's against the applicant;
 - (e) Rocket's inability to enforce or otherwise recover any loss it has suffered from any security provided by the applicant;
 - (f) The applicant being released from the obligation to pay Rocket or that obligation being void, voidable or illegal or otherwise unenforceable against the applicant;
 - (g) The assignment by Rocket of any agreement relating to the purchase by the applicant;
 - (h) Part performance or part payment of the goods by the applicant;
 - (i) Where more than one person comprises the guaranteed person on one or more of the above occurring with respect to any person who comprises the guaranteed person
9. I/we acknowledge that we will still be liable personally for the monies owed by the applicant to Rocket, even where the applicant has paid the monies to Rocket and Rocket has subsequently been required to pay those monies to a third party such as a liquidator, receiver or official manager.

Signed by Director in his/her capacity as both director and guarantor under the above guarantee:

Signed:

NB. By signing this you will be personally liable for the debts of the company

Print Name:.....

Date:

Terms and Conditions Of Sale Of Rocket Industries PTY LTD (ABN 50 001 927 395)

When you order products from us (Rocket Industries Pty Ltd) you will do so on the terms set out below:

When will you pay us?

- 1 You will pay each invoice within 30 days of the date of our statement of account. After that date, we reserve the right to charge interest on the amount outstanding at the rate charged by the Supreme Court of New South Wales on outstanding judgments with any interest not paid being added to the balance of monies outstanding at the end of the month.
- 2 Any monies that you receive in relation to the product, are to the extent of the amount that is owed to us, to be held by you as trustee, until the invoice to which the products relate is paid.

When will the products be yours?

- 3 The products will continue to be owned by us until you have paid us the invoiced price for them. Where you pay cash, payment will occur when we receive the money. Where you pay by cheque, payment will not occur until such time as the cheque has cleared in our account
- 4 Until such time as payment is made, you are required to clearly identify our products and not to mix them with products of a similar nature and description.
- 5 Where we are required to repay to any person any of the moneys paid by you for products those products will be deemed to be our property and you will deemed not to have paid us for them.

When are you liable for loss to the products?

- 6 While you do not own the products until you have paid us for them, the risk for the products is yours from the time it leaves our premises. Until you have paid us for the products you are required to keep them insured against any loss from that time.

What happens if you become insolvent and/or bankrupt?

- 7 If you, or in the event of a company, you or the company's representative are:
 - (a) declared bankrupt;
 - (b) unable to pay your debts when they become due and payable;
 - (c) resolve to appoint or have appointed an administrator, liquidator, receiver or official manager;then any monies owed to us, wether or not the period for payment on the invoice has expired will become immediately due and payable and we will be entitled to possession of the products.

What happens if you breach these terms?

- 8 If you breach any of these terms then we are entitled to take possession of the products which you have not paid us for and/or recover any monies owing by you.
- 9 Where we take possession of products, we are entitled to sell the products and to recover from you the amount outstanding to us less the amount for which the products were sold.

10 You authorize us in our own capacity and as your agent to enter on to any land or premises where the products are in order to take possession of the products in the event that you have breached the terms of this agreement.

11 Where any cheque you pay to us is dishonoured then you will pay us any fees incurred as a result or consequence of that cheque being dishonoured.

12 Where we have to commence legal or other proceedings against you to recover the monies payable then we will be entitled to also recover these legal costs from you.

What if there is a problem with the product?

13 You must notify us within seven (7) days of the date of delivery of the products of any claim, loss or expense in relation to the products. If you fail to do this, then we will not to the extent that the law enables us, be liable for any claim, loss or expense you seek to recover from us.

14 Unless you specifically inform us prior to your ordering the products, the purpose for which the products are required we make no warranty as to whether the products provided will be suitable for your purpose and you agree to make no claim in relation to their suitability for your purposes.

Other Obligations

15 You cannot vary or cancel any order without first advising us in writing or obtaining our written consent.

16 We reserve the right to withdraw your credit, withhold supply or put your account on hold at any time without prior notice.

17 Where the person signing this agreement signs on behalf of a company or as an officer of the company they warrant to us that they are authorized to do so by the company.

18 You authorize us including authorization under section 18H (3) of the Privacy Act to make such inquiries as are necessary for us to assess your credit worthiness and the company's representative similarly authorizes such enquiries in relation to their credit worthiness, including contacting persons nominated in trade references, your bank and any other credit provider.

Returns Policy

19 All goods returned for credit must be received by Rocket within thirty (30) days of the invoice date and must be returned in the original un-open and un-marked packaging with a copy of or details of the invoice they were purchased on. Returns must be sent freight pre-paid at your expense. Special orders are non-returnable and will not be accepted for credit.

Signed for and on behalf of the company by:

Signed:

Print Name:

Date:

OFFICE USE ONLY

| | Years Trading | Avg Sales Per Month | Trading Terms | Trading Terms | No. Days to Pay | Comments |
|----|---------------|---------------------|---------------|---------------|-----------------|----------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |

Approved by:

Date:

Entered by:

Account Number: Date: