

NOTICE TO ALL OUR CUSTOMERS

TERM OF TRADE FOR 2012 **ALL ACCOUNTS 30 DAY TRADING TERMS**

Unfortunately our suppliers have altered their terms of trade to 30 days for all their customers. If our account remains unpaid we are automatically put on **STOP CREDIT/CASH ONLY**.

So as you would understand we have no alternative but to follow the same strict terms of trade for our business in order to pay our bills, and have stock available for you. Unfortunately we must take drastic steps to keep our business cash flow managed.

Customers in default of our terms **30 days** must be put on **STOP CREDIT/CASH ONLY SUPPLY**. All outstanding accounts will be handled to **E.C Credit Control** to undertake debt collection, late fees and all cost will be added to the debt from **E.C Credit Control**.

Last month we sent out new account forms to all our account customers. These must be completed and returned to us ASAP. Thank you to those customers for have already returned theirs. For those who did not receive the new account form, please find one following.

We trust this is a matter with which you agree, as we all want to get on with managing our businesses more efficiently.

We thank you for your understanding and look forward to an ongoing business relationship in the future.

Yours sincerely,

Stephen & Donna Hubbard
Directors
ProWood Flooring Pty Ltd
T/as Floorsanders Trade Supplies



ProWood Flooring Pty Ltd T/A
 Floorsanders Trade Supplies
 ABN 29 773 479 426
 ACN 110 772 775
 4/4 Parkside Drive
 Tweed Heads South NSW 2486
 Ph (07) 5523 0061
 Fax (07) 5523 0062
 Email floorsanderstrade@bigpond.com

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

DATE: _____ REF No. _____

CUSTOMER'S TRADE NAME: _____

CUSTOMER'S FULL or LEGAL NAME: _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Billing Address: _____ Physical Address: _____

State: _____ Postcode: _____ State: _____ Postcode: _____

COMMERCIAL CUSTOMERS ONLY

ABN/ACN Number: _____

Requested Credit Limit: _____ Date Established: _____

Contact 1: _____ Contact 2: _____

Position: _____ Position: _____

Phone: _____ Phone: _____

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company) OR TRUSTEE (If a Trust)

Full Name: _____ Full Name: _____

Home Address: _____ Home Address: _____

Postcode: _____ Date of Birth: _____ Postcode: _____ Date of Birth: _____

Home Phone: _____ Home Phone: _____

TRADE REFERENCES

Business Name 1: _____ Business Name 2: _____

Address or A/C No: _____ Address or A/C No: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of ProWood Flooring Pty Ltd T/A Floorsanders Trade Supplies which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED (SUPPLIER): _____ **SIGNED (CUSTOMER):** _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CUSTOMER'S SIGNATURE:

Signed: _____ Name: _____ Date: _____

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of ProWood Flooring Pty Ltd T/A Floorsanders Trade Supplies and its successors and assigns ("the Supplier") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

_____ ("the Customer") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to the Supplier of all moneys which are now owing to the Supplier by the Customer and all further sums of money from time to time owing to the Supplier by the Customer in respect of goods and services supplied or to be supplied by the Supplier to the Customer or any other liability of the Customer to the Supplier, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Supplier, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to the Supplier the Guarantor will immediately on demand pay the relevant amount to the Supplier. In consideration of the Supplier agreeing to supply the Goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to the Supplier registering any interest so charged. The Guarantor irrevocably appoints the Supplier and each director of the Supplier as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Supplier may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** the Supplier on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Supplier in connection with:
 - (a) the supply of goods and/or services to the Customer; or
 - (b) the recovery of moneys owing to the Supplier by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Supplier's nominees costs of collection and legal costs; or
 - (c) moneys paid by the Supplier with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Supplier, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Supplier to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. **I/We have received, read and understood the Supplier's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Supplier by the Customer and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Supplier's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to the Supplier, each Guarantor shall be a principal debtor and liable to the Supplier accordingly.
6. If any payment received or recovered by the Supplier is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Supplier shall each be restored to the position in which they would have been had no such payment been made.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to the Supplier.**
9. I/we irrevocably authorise the Supplier to obtain from any person or company any information which the Supplier may require for credit reference purposes. I/We further irrevocably authorise the Supplier to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Supplier as a result of this Guarantee and Indemnity being actioned by the Supplier.
10. The above information is to be used by the Supplier for all purposes in connection with the Supplier considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1

SIGNED: _____
 FULL NAME: _____
 HOME ADDRESS: _____
 DATE OF BIRTH: _____
 SIGNATURE OF WITNESS: _____
 NAME OF WITNESS: _____
 OCCUPATION: _____
 PRESENT ADDRESS: _____
 EXECUTED as a Deed this day of 20____

GUARANTOR-2

SIGNED: _____
 FULL NAME: _____
 HOME ADDRESS: _____
 DATE OF BIRTH: _____
 SIGNATURE OF WITNESS: _____
 NAME OF WITNESS: _____
 OCCUPATION: _____
 PRESENT ADDRESS: _____
 EXECUTED as a Deed this day of 20____



ProWood Flooring Pty Ltd T/A
Floorsanders Trade Supplies
ABN 29 773 479 426
ACN 110 772 775
4/4 Parkside Drive
Tweed Heads South NSW 2486
Ph (07) 5523 0061
Fax (07) 5523 0062
Email floorsanderstrade@bigpond.com

- Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

«CustomerName»

**«LegalName» T/A «CustomerName» ABN «ABN»
«Address1», «Address2», «Address3» «State» «PostCode», Ph «Phone» - Fax «Fax»
Email «TOTEmailAddress», Web «Website»**