

Nolan



Application for Credit Account

Oct 2007

Nolan O'Rourke and Co. Pty. Ltd.

A.B.N. 80 000 021 492

Trading as:

Nolan Warehouses

INSTRUCTIONS:

Please complete sections A, B, C and D of this form, and mail to the branch nearest to you.
Because this is a legal document, faxed or emailed copies are not acceptable.

ALL INFORMATION DISCLOSED IN THIS APPLICATION IS STRICTLY CONFIDENTIAL

SECTION A: APPLICANT DETAILS

Applicant's name: _____

Registered business name: _____

Australian Business Number (A.B.N.): _____

Trading name (if different from company or business name):

Registered office or business address: _____

Postal address (if different): _____

Telephone: _____ Fax: _____ e-mail: _____

Nolan Warehouses maintains an email based mailing list service to let customers know about our products and services. If you would like to receive information from Nolan Warehouses via email you can subscribe to our email service by ticking this box.

Proprietor or Chief Executive Officer: _____

Notes: 1. If a proprietary company, please give the names and addresses of the principal shareholders and directors below. Alternatively, attach a copy of the last ASIC annual return.

2. If partnership or sole trader, please provide personal names and addresses below.

SECTION B: INFORMATION REQUIRED TO ASSESS CREDIT RATING

Credit limit requested: \$ _____

Name of bank: _____ Branch: _____

Bank manager's name: _____ Phone number: _____

Bank account name and number: _____

Accountant's name: _____ Phone number: _____

Trade references:

Company:	Telephone:	Fax:	Contact:
----------	------------	------	----------

1. _____

2. _____

3. _____

Nature of business: _____ How long established: _____

Financial details (for most recent financial year):-

Balance sheet details:- Current liabilities: _____

Non-current liabilities: _____ Net assets: _____

Profit and loss details:- Sales: _____ Net profit before tax: _____

SECTION C: SECURITY FOR PAYMENT

If the credit limit requested is more than \$5,000, please complete this section. If you consider the credit worthiness of your entity is such that it does not require this security, please provide supporting details, including copies of the balance sheet and profit and loss statements for the last three years.

THIS DEED OF GUARANTEE made this _____ day of _____ Two thousand and

BETWEEN The person referred to in Schedule One hereto (hereinafter called "The Guarantor") of the First part

AND NOLAN O'ROURKE & CO PTY LIMITED of 3 Bradford Street Alexandria (hereinafter called Nolan O'Rourke) of the Second Part

AND The Company referred to in Schedule Two hereto (hereinafter called "The Company") of the Third Part

WHEREAS Nolan O'Rourke has agreed to provide The Company with a thirty (30) day credit account in relation to the purchase of fabric and other product sold by Nolan O'Rourke to The Company.

NOW THIS DEED WITNESSES AND IT IS HEREBY COVENANT AND AGREED AS FOLLOWS:

1. If at any time default shall be made by the non payment of any amounts owing by the company to Nolan O'Rourke which default shall be defined as the non payment of such monies within thirty (30) days from the end of the month that the invoice was raised by Nolan O'Rourke, then the Guarantor will, on demand, pay to Nolan O'Rourke the whole of such amount and other monies which shall then be due to Nolan O'Rourke as aforesaid and will indemnify Nolan O'Rourke against all losses and other monies, costs and charges and expenses whatsoever which Nolan O'Rourke may incur by reason of the default on the part of the company.
2. This Guarantee shall be deemed a continuing guarantee and shall bind The Guarantor should they deem to have been given by The Guarantor on behalf of himself as executors and administrators with Nolan O'Rourke and its successors and assigns.

SCHEDULE ONE (GUARANTOR)

Name: _____

Address: _____

SCHEDULE TWO (COMPANY)

Name: _____

Address: _____

IN WITNESS THEREOF this Deed has been duly executed the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED)
by the said GUARANTOR)
in the presence of:)

THE COMMON SEAL of "The)
Company" was hereunto affixed)
by resolution of the Board of)
Directors in the presence of:)

THE COMMON SEAL OF NOLAN)
O'ROURKE & CO was hereunto)
affixed by resolution of the Board)
of Directors in the presence of:)

SECTION D: TERMS OF AGREEMENT

- (1) I/we agree that the Nolan Warehouses general conditions of sale (see over) form the contractual basis of all transactions between ourselves and Nolan O'Rourke and Co Pty Ltd.
- (2) I/we authorise my/our bank to provide a "bank opinion" to Nolan O'Rourke and Co Pty Ltd and/or to the latter's bankers.
- (3) I/we authorise Nolan O'Rourke and Co Pty Ltd to undertake a credit check on our trading entity and myself/ourselves personally.
- (4) I/we certify that my/our trading entity is in a position to pay its debts when they fall due and that the information provided in this application is true and correct in every particular.
- (5) I/we understand that in signing the personal guarantee in section C, the guarantor is liable for the debt owing to Nolan O'Rourke and Co Pty Ltd, in the event of default on payment by my/our trading entity.

Signatory/(ies): _____

Signature(s): _____

Date: _____

YOUR CORPORATE PROFILE

To assist us in servicing your needs, can you please advise the following.

What are your main areas of interest:

- Marine Auto Trim Carpet Furniture Shadecloth
 Blinds & Awnings Banners Industrial Fabrics Healthcare Other

Current number of employees: _____ Website: www. _____

IT IS IMPORTANT WE HAVE THIS ORIGINAL DOCUMENT

Please send this completed form to the postal address nearest you, as shown below.

SYDNEY:	P. O. Box 246, ROSEBERY, NSW 1445	(02) 9669 3333
BRISBANE:	P. O. Box 753, SPRINGWOOD, QLD 4127	(07) 3808 1888
NEWCASTLE:	P. O. Box 12, HAMILTON, NSW 2303	(02) 4957 7766
MELBOURNE:	P. O. Box 28, CLARINDA, VIC 3169	(03) 9545 5588
ADELAIDE:	P. O. Box 391, HINDMARSH, S.A. 5007	(08) 8340 7979
PERTH:	P. O. Box 8225, Perth Business Centre, W.A. 6849	(08) 9328 4777

See next page for Nolan Warehouses locations.

NOLAN WAREHOUSES GENERAL CONDITIONS OF SALE

1. Credit account settlement terms are strictly NETT 30 days except when the invoice or delivery docket is marked otherwise.
2. Unless non-delivery is claimed within 30 days after the mailing of our monthly statement, our carrier's manifest will be conclusive of delivery without proof of customer's signature.
All claims or queries regarding goods must be notified within ten days of the date of the invoice. This is a precondition of any claim in respect of goods or to any contest of a claim by this company for payment for these goods.
3. No goods are returnable except by prior arrangement.
All goods, especially fabrics and leather, should be inspected in the customer's workroom BEFORE CUTTING for correct quantity, design, colour and quality because no claims whatsoever can be accepted by this company once the goods have been cut into.
4. Figures for weight per square metre and fibre content are approximate.
Our samples are not claimed to be an exact match of the appearance and quality of the bulk of the goods for sale.
Due allowance should be made by the customer for variations caused in the manufacturing process.
5. If any fabric or other product sold later becomes the subject of complaint, we reserve the right to consider expert evidence by our suppliers and recognised industry associations as conclusive of the complaint.
6. Our liability is limited to replacement of the subject goods or if the goods are no longer available, to replacement with the closest equivalent merchandise from our current stock range. Liability for any negligence or any consequential loss is expressly excluded.
7. Our Conditions of Sale may be varied by us at any time. Even if we do not insist on them strictly on one or more occasions, they still stand for other occasions. No standard Conditions of Sale used on the customer's documentation will apply to any transaction unless the directors of this company have expressly so agreed.
8. All these conditions apply to all sales except so far as State or Federal law may prevent this for a particular transaction. All conditions and warranties implied by law are excluded.



Nolan Warehouses locations:

SYDNEY:	3 Bradford Street, Alexandria	(02) 9669 3333
BRISBANE:	11 Barrinia Street, Springwood	(07) 3808 1888
NEWCASTLE:	66 Orlando Road, Lambton	(02) 4957 7766
MELBOURNE:	55 Cleeland Road, Oakleigh South	(03) 9545 5588
ADELAIDE:	4 Paget Street, Ridleyton	(08) 8340 7979
PERTH:	168 Edward Street, Perth	(08) 9328 4777

Nolan Warehouses

www.nolans.com.au

FOR NOLAN O'ROURKE OFFICE USE ONLY
STRICTLY CONFIDENTIAL

Date application received: _____

References check:

1. _____
2. _____
3. _____

Summary of bank opinion: _____

Summary of accountant's remarks: _____

Manager's remarks and recommendation: _____

Manager's signature: _____ Date: _____

Declined Approved Credit limit: _____

Director's remarks: _____

Director's signature: _____ Date: _____

Account opened by: _____ Date: _____

OTHER INFORMATION:

Customer contact: Sales: _____
Accounts: _____

Delivery address (if different from that within): _____

Customer responsibility:
Sales person: _____
Territory: _____ Courier: _____

NAME:

ACCOUNT #:

BRANCH: