

# GENERAL STAIRCASE

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 Wetherill Park NSW 2164  
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 Email stairs@genstairs.com.au  
 Web www.genstairs.com.au  
 Builders License 113084C Established 1971



## CUSTOMER APPLICATION FOR COMMERCIAL CREDIT ACCOUNT

### COMPANY

DATE .....

COMPANY NAME ..... A.C.N. ....

TRADING AS .....

POSTAL ADDRESS .....

DELIVERY ADDRESS .....

CONTACT ..... MOBILE .....

TELEPHONE ..... FAX .....

NATURE OF BUSINESS/OCCUPATION .....

REG. BUILDERS No. .... BANKERS ..... BRANCH ..... Cheque A/C  Savings

**NAME OF DIRECTORS**

1. .... 4. ....

2. .... 5. ....

3. .... 6. ....

DATE OF INCORPORATION ..... PLACE OF INCORPORATION .....

PAID UP CAPITAL ..... ESTIMATED CREDIT REQUIRED .....

IS THERE A FAMILY DISCRETIONARY TRUST INVOLVED YES  NO

### PARTNERSHIP

BUSINESS NAME ..... BUSINESS No. ....

BUSINESS ADDRESS .....

DELIVERY ADDRESS .....

CONTACT ..... MOBILE .....

TELEPHONE ..... FAX .....

NATURE OF BUSINESS/OCCUPATION .....

REG. BUILDERS No. .... BANKERS ..... BRANCH ..... Cheque A/C  Savings

### PARTNERS

NAME	ADDRESS
1. ....	.....
2. ....	.....
3. ....	.....

### INDIVIDUAL-SOLE TRADER

BUSINESS NAME .....

BUSINESS ADDRESS .....

DELIVERY ADDRESS .....

PROPRIETORS NAME .....

PROPRIETORS ADDRESS .....

CONTACT ..... MOBILE .....

TELEPHONE ..... FAX .....

NATURE OF BUSINESS/OCCUPATION .....

REG. BUILDERS No. .... BANKERS ..... BRANCH ..... Cheque A/C  Savings

### TRADE REFERENCES - FOR COMPANY/PARTNERSHIP/SOLE TRADERS

#### TRADE REFERENCES

1. .... PHONE .....

2. .... PHONE .....

3. .... PHONE .....

# TERMS AND CONDITIONS OF QUOTATION AND SALE

These are Terms and Conditions of Quotation and Sale of all products supplied by Genner Holdings Pty Limited ("Genner")

Except as otherwise expressly agreed upon in writing between a duly authorised officer of Genner and the customer, the Terms and conditions shall apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by any customer.

## General

1.Quotations are valid for a period of sixty days

2.All orders placed with Genner shall only be accepted subject to these Terms and Conditions and Genner may at any time and from time to time alter these Terms and Conditions of Sale and such altered Terms and Conditions of Sale shall apply after notification by Genner to the customer.

2a.If a customer cancels or alters any order or part order for special products or standard products with special materials, paints or finishes at any time after Genner has received the order then Genner reserves the right to charge to the customer the cost of the special products, materials, paints or finishes already acquired for the order together with cost of the labour and tooling expended to the date of such cancellation or alteration.

2b.Cancellation of an order that has already been site measured will incur a service fee of \$280.00 + GST.

## Pricing

3. If there is any error or omission in the quotation contract, Genner reserves the right to change the quotation contract price. This clause applies even if the quotation contract has been accepted by the customer. Prices quoted are subject to a final site measure by Genner.

## Terms of Payment

4.The customer shall make payment according to the Payment Schedule on the quotation contract unless the customer has been granted a credit account. Granting of a credit account shall be at the absolute discretion of Genner and unless otherwise demanded by Genner the customer granted a credit account shall make payment within the terms approved in the credit account.

5.If the customer fails to make payment in accordance with clause 4 Genner shall be entitled to:

(a)Require the payment of cash upon delivery and erection of any further products;

(b)Charge default interest at the rate of 15% per annum on all overdue amounts (including late payment charges and amounts other than the price) calculated on a day to day basis on any moneys due but unpaid, such interest to be computed from the due date for payment AND the parties agree that such default is not a penalty but is a true measure of damages incurred by Genner. Payments received from the customer will be credited first against any default interest and all such charges shall be payable on demand;

(c)Claim from the customer all costs relating to any action taken by Genner to recover moneys or goods due from the customer including any legal costs and disbursements on a solicitor-client basis; and

(d)Cease any further deliveries to the customer and to terminate any agreement in relation to products that have not been delivered.

(e)The customer consents to Genner registering a caveat over the customers property as security for payment to Genner.

## Delivery

6.Any date or time quoted for delivery is an estimate only and Genner shall endeavour to effect delivery at the time or times required by the customer, but failure to do so shall not confer any right of cancellation or refusal of delivery on the customer's part or render Genner liable for any loss or damages directly or indirectly sustained by the customer as a result thereof.

7.The customer shall not be relieved in any obligation to accept or pay for products by reason of any delay in delivery or any strike, lockout, unavailability of raw materials, accidents to machinery, differences with workmen, breakdowns, shortages of supplies or labour, fires, floods, storm or tempest, transport delays, acts of God, restrictions or intervention imposed by any Laws, regulations, Governments or agency's thereof and any other cause beyond the control of Genner or any other cause whatsoever.

8.Genner's obligation to deliver shall be discharged on arrival of the products at the customers nominated delivery destination, nominated transport company, nominated agent or the address appearing on the quotation.

## Inspection

9.The customer shall examine the products immediately after delivery and Genner shall not be liable for any misdelivery, shortage, defect or damage unless Genner receive details in writing within 5 days of the date of delivery of the products. The customer or their agent shall not apply painting, staining or finishing until such time as any accepted defect is rectified by Genner.

## Property and Risk

10.Notwithstanding delivery of the product or their installation property in any given products shall remain with Genner until the customer has paid and discharged any and all other indebtedness to Genner on any account whatsoever including all applicable sales taxes and other taxes, levies and duties. Any payment made by or on behalf of a customer which is later avoided by the application of any Statutory Provision shall be deemed not to discharge the customer's indebtedness and in such an event the parties are to be restored to rights which each respectively would have had if the payment had not been made.

11.The risk in the product shall pass to the customer upon delivery to the customer or his agent or to a transport company nominated by the customer.

12.The customer acknowledges that he is in possession of the products solely as a bailee for Genner until payment as defined in clause 4 has been made in full to Genner and until such payment. The customer shall be fully responsible for any loss or damage to the goods whatsoever and howsoever caused following delivery.

13.The customer hereby irrevocably grants to Genner it's agents and servants an unrestricted licence, without notice, to enter premises occupied by the customer to identify and remove any of the products the property of Genner in accordance with the Terms and Conditions of Sale without in any way being liable to the customer or any person claiming through the customer. Genner shall have the right to sell or dispose of any such products removed or otherwise in its sole discretion and shall not be liable for any loss occasioned thereby.

14.Genner licences the customer to install the products if appropriate. If the products are affixed to other materials the totality thereof shall be the sole and exclusive property of Genner until payment as defined in clause 4 has been made in full to Genner unless the other materials or part thereof are or is the property of a party or parties other than the customers in which case the totality thereof shall be deemed to be owned as tenants in common with such other party or parties in shares corresponding to the respective amounts paid or payable by the customer in respect of such other party or parties.

14a. Staircase widths may vary between flights of the same staircase up to 200 mm for practical reasons.

## Force Majeure

15.Genner shall not be liable for any failure or delay in supply or delivery of the products where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of Genner including, but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind.

## Installation

16.It is the responsibility of the customer to ensure that installation can be completed without interruption on the mutually agreed date. Genner reserves the right to charge the customer any extra costs incurred by Genner by virtue of interruption including travel costs. The customer shall be fully responsible to ensure that plumbing, electrical installations and any other installations not specified within this quotation do not foul the stairwell and associated areas. The customer shall be fully responsible for any necessary foundations.

16a. Building Code of Australia requires all balustrading to be 1000mm high. Genner supply/install their balustrading at a minimum of 1020mm high, giving an allowance of 20mm for applied floor finishes. It is the clients responsibility to ensure the balustrading remains at legal height after the balustrading has been installed.

16b. Where Genner is installing a staircase without balustrading it is the clients responsibility to provide safety rails and ensure there are no dangerous fall zones.

## Materials

17.If any materials specified within this quotation are unavailable at the time of the construction, Genner in its absolute discretion may substitute a reasonable alternative.

18.The customer shall accept any characteristic of the specified timber so long as that characteristic falls within the parameters set by the Standards Association of Australia. Please read care and maintenance and material characteristics on our website [www.genstairs.com.au](http://www.genstairs.com.au) for material movement and unstable environments.

18a. After installation/supply only of the stair and/or balustrading responsibility after 7 days will not be accepted by Genner Holdings Pty Ltd for damage (i.e. cracking, bruising, delamination, discolouration, splitting, staining, bleaching etc) of unsealed timber. It is the responsibility of the owner to provide protection to all surfaces of the stair.

18b. Any timber within a job may be laminated to obtain the correct size. Material availability is becoming difficult and laminating to obtain correct sizes is acceptable.

18c. Genner will not be responsible for painting, staining or applying finishing to any product unless it is specifically included in the quotation.

## Termination

19.If the customer fails to comply with any of these Terms and Conditions or being a natural person or persons commits any act of bankruptcy or being a corporation passes a resolution for winding up or liquidation ( other than for the purposes of reorganisation or reconstruction) or enters into any composition or arrangement with creditors or if a receiver or manager is appointed for any property or assets of the customer or becomes liable to be wound up by reason of insolvency or if any petition is presented for it's winding up, or if a Liquidator or Provisional Liquidator is appointed, Genner may, in addition to exercising all or any of it's rights against the customer, suspend any further deliveries and immediately recover possession of any products not paid for in accordance with these Terms and Conditions.

## Retention

20. No retention will be entered into for any contract sum under \$100,000.00 (One hundred thousand dollars)

## Governing Law

21.The customer agrees that these Terms and Conditions of Sale shall be construed according to the Laws of the State or Territory as Genner may in its sole discretion determine. Proceedings may be instituted in such State or Territory as Genner may in its sole discretion determine. Failing such determination the customer consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws of the State of New South Wales.

## Guarantor

22. The guarantors certify that they have read and understood the terms of their personal guarantee and have signed in the same without any undue pressure or unfair traffic.

23. In the event that the guarantors are not directors of the company customer, then the guarantors certify that they have received independent financial and legal advice prior to signing this personal guarantee.

24. Genner may exercise its rights under this guarantee at any time and the guarantor shall pay the amount of any indebtedness of the customer forthwith upon demand by Genner. It is not a condition precedent to the issue of such demand that Genner shall have exercised or exhausted its legal rights against the customer.

I/we understand the above terms and conditions,

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# DEED OF GUARANTEE AND INDEMNITY

DEBTOR \_\_\_\_\_  
registered company name and ACN/ABN, registered business name, name of each partnership or name of sole trader

OF ADDRESS \_\_\_\_\_

at the request of  
GUARANTOR \_\_\_\_\_  
(full name)

\_\_\_\_\_  
(address)

at the request of  
GUARANTOR \_\_\_\_\_  
(full name)

\_\_\_\_\_  
(address)

*The Guarantor enters this Deed and where the Guarantor consists of more than one person jointly and severally agrees with Genner Holdings Pty Limited "the company" as follows:*

1. To guarantee to the Company the payments by the Debtor for goods and/or materials as may have been supplied or may in future be supplied from time to time at the Debtors request and to be answerable and responsible to the Company for the payments by the Debtor of all monies which are now payable or will be payable by the debtor to the company.

2. This guarantee is given for valuable consideration and is a continuing guarantee to the Company for the whole of the Debtors indebtedness or liability to it in respect of goods and/or materials supplied to the Debtor on any other account however or whatever arising.

3. This guarantee is binding on the Guarantor's personal representatives and shall be for the benefit of the Company its successors and assigns.

4. Where the Guarantor consists of more than one person the guarantee is enforceable against all persons signing as Guarantor or jointly and each of the persons severally.

5. The Company shall be at liberty at any time to release or discharge the Guarantor or any of the persons included as Guarantor from the obligations of this security, give time for payment, accept any composition from or make any other arrangements with any of these persons without releasing or discharging the other or others or otherwise prejudicing or affecting the rights and remedies of the Company against the other or others of the persons included as Guarantor provided that any part payment or indulgence granted by the Company in writing shall constitute discharge of liability to the extent of such part payment or indulgence.

6. (a) The Guarantor hereby indemnifies the Company against any and all losses and expenses including legal costs on a solicitor/client basis, however and whatever directly or indirectly arising from any default whatever on the part of debtor under its contract with the Company for goods and materials or otherwise, the intent being that the Guarantor is primarily liable for the debtors indebtedness to the company.

(b) For the purpose of securing payment to the Company the Guarantor hereby charges all of its or his or her real and personal property (including all property acquired after the date of this Deed) whatsoever and wheresoever situated including land (if any) referred to in this Deed and all of its or his estate and interest therein, in favour of the company with the payment of all sums of money whether present future or contingent to which the Guarantor may become liable to pay to the Company and covenants to deliver to the Company within 7 days of written demand a memorandum of mortgage in registrable form, payable on demand and incorporating the covenants contained in Memorandum No.Q86000 registered at the Land Titles Office in Sydney and authorises and consents to the Company taking all action necessary to give effect to this security including the lodgment of the Caveat upon title of the Guarantor's real property. The Guarantor hereby irrevocably appoints the Company and any person nominated by the Company severally the attorney of the Guarantor with power to execute sign seal and deliver (which delivery may be subject to such Terms and Conditions as the attorney thinks fit) and such mortgage or other document or other document to give effect to this security.

(c) If the charge created by clause 6(b) is or becomes void or unenforceable, it may be severed from this Deed without any effect on its validity and the Guarantor shall not be exonerated on the whole or in part nor shall the Company's right, remedies or recourse against the Guarantor be in any way prejudiced or adversely affected by such severance.

7. The Guarantor acknowledges that the Company has afforded it full and unrestricted opportunity of seeking independent legal advice on the Guarantor's obligations under the Deed prior to signing of this Deed of Guarantee and Indemnity.

8. The Guarantor acknowledges that the Guarantor has made his own enquiries of the Debtor regarding the Debtor's past and prospective dealings with the Company and is satisfied as to the extent of his obligations arising from this Deed of Guarantee and Indemnity. The Guarantor further acknowledges that the Company is under no obligation to notify him of any changes to its trading terms or dealings with the debtor.

# PRIVACY ACT 1988

Please read the following carefully

1. Genner Holdings Pty Limited ABN 97 003 708 343 shall hereinafter be referred to as the Credit Provider.
2. The Applicants hereby acknowledge that they have been informed by the Credit Provider that personal information about them may be disclosed to or acquired from a credit reporting agency.
3. The Applicant/s hereby acknowledge that they have been informed that personal information about them may be disclosed by the Credit Provider to a credit reporting agency.
4. The Applicant/s hereby agree that the Credit Provider may contact any trade references or other credit references at any time whether now or in the future for the purpose of assessing credit worthiness.
5. The Applicant/s hereby agree to the Credit Provider receiving from any other credit provider or providing to any credit provider any information whether by way of report record or otherwise relating to credit worthiness for the purposes exchange of information, assessing credit worthiness and notification of default at any time whether now or in the future.
6. The Applicant/s hereby agrees to the Credit Provider obtaining from a credit reporting agency a credit report on the applicant for the purposes of assessing this credit application and the applicant further consents to the Credit Provider obtaining such reports from time to time for the purpose of assessing credit worthiness during the continuance of credit provision.
7. The Applicant/s hereby agrees to the Credit Provider obtaining from a business which provides credit information a report or information in relation to my/our commercial credit worthiness or commercial dealings and using such information for the purpose of assessing this application for credit.
8. The Applicant/s hereby agrees that in the event of default of payment of my debts that the Credit Provider may disclose all information relation to my/our account to its collection agency for the purpose of receiving any ar all amounts outstanding.

SIGNATURE .....

SIGNATURE .....

SIGNATURE .....

SIGNATURE .....

DATE ...../...../.....

**THIS CREDIT APPLICATION WILL NOT BE CONSIDERED  
UNLESS ALL SECTIONS ARE COMPLETED AND SIGNED**