

West Coast Precast Pty Ltd t/a

## GNC Concrete & Precast

PO BOX 7133 Geraldton 6531 WA

Office (08) 9923 3705 Fax (08) 9923 3706

Mobile 0439 908 454

ABN: 68 160 320 034 ACN: 160 320 034

Email: [admin@gncconcrete.com.au](mailto:admin@gncconcrete.com.au)

Web: [www.gncconcrete.com.au](http://www.gncconcrete.com.au)



*\*MINING \*COMMERCIAL \*INDUSTRIAL \*RESIDENTIAL  
CONCRETE & PRECAST PRODUCTS*

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### ***CREDIT APPLICATION FOR A BUSINESS ACCOUNT WITH WEST COAST PRECAST PTY LTD t/a GNC CONCRETE & PRECAST***

#### **BUSINESS CONTACT INFORMATION**

Company Name: \_\_\_\_\_

Trading As: \_\_\_\_\_

ABN: \_\_\_\_\_ ACN: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Registered Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Date Business Commenced: \_\_\_\_\_

Sole Proprietorship:  Partnership:  Corporation:  Other:

#### **BUSINESS AND CREDIT INFORMATION**

Credit Limit Applied for: \_\_\_\_\_

Primary Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Postal Address: : \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

How Long at Current Address? \_\_\_\_\_

Accounts Payable Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Type of Account: \_\_\_\_\_

BSB: \_\_\_\_\_ Account Number: \_\_\_\_\_

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Sign & Return each page X

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List director's surnames, given names & residential addresses below:

1. Surname: \_\_\_\_\_ Given Names: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

2. Surname: \_\_\_\_\_ Given Names: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

3. Surname: \_\_\_\_\_ Given Names: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

4. Surname: \_\_\_\_\_ Given Names: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

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Have any directors been declared bankrupt, been a director of a previously failed company, or made agreements with creditors (as in a deed of company arrangement)? YES/NO

If YES, please give detail:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Insurance Company Name: \_\_\_\_\_

Insurance Company Address: \_\_\_\_\_

Policy Number/s: \_\_\_\_\_

## **BUSINESS / TRADE REFERENCES**

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Account: \_\_\_\_\_

Monthly Credit Limit \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Account: \_\_\_\_\_

Monthly Credit Limit \$ \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Account: \_\_\_\_\_

Monthly Credit Limit \$ \_\_\_\_\_

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## AGREEMENT

1. *All invoices are to be paid within 30 days from the date of the invoice. Failure to do so will result in interest and account keeping charges on overdue amounts.*
2. *Claims arising from invoices must be made within seven working days.*
3. *By submitting this application, you authorise West Coast Precast Pty Ltd to make inquiries into the banking and business/trade references that you have supplied.*
4. *All account holders are bound by West Coast Precast Pty Ltd Trading Terms and conditions. A copy of which is available on our web site.*
5. *Being principals/directors/shareholders of the customer, in consideration of West Coast Precast Pty Ltd, sub-contractors or agents providing credit and financial accommodation to the customer at my/our request, do hereby (jointly & severally) guarantee payment of all monies which are or become due and payable by the customer to West Coast Precast Pty Ltd, sub-contractors or agents on this account (or otherwise), in accordance with the Terms of Quotes, Sales & Deliveries, Below; and agree that I/We shall not be released by any act, deed, matter or thing the happening of which might release one liable as a surety only and that as between me/us and West Coast Precast Pty Ltd, Sub-contractors or agents I/We may for all purposes be treated as the customer and liable as a principal director.*

Authorised Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### OFFICE USE ONLY

Checked By: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Credit Limit Approved: \$ \_\_\_\_\_

Authorised By: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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## \*MINING \*COMMERCIAL \*INDUSTRIAL \*RESIDENTIAL CONCRETE & PRECAST PRODUCTS

WCP PTY LTD T/A GNC Concrete & Precast  
TERMS OF QUOTES, SALES, DELIVERIES AND PRECAST SUPPLY.

(ACN160 320 034) (ABN 68 160 320 034) And will be effective from 01 of December 2014.

**1a. Definitions and Inconsistency** In these Terms of Sale: "Terms" means these Terms of Sale (including the Special Terms applicable to the type of goods being supplied), "Company" means West Coast Precast Pty Ltd ABN 68 160 320 034, and its subsidiary companies or related business names including (but are not limited to): West coast precast Pty Ltd, GNC Concrete & Precast, GNCC Holdings Pty Ltd & Great Northern Construction Pty Ltd, "Customer" means the customer placing an order and any agent or representative of that customer. **1b** In these conditions and in the Hiring Agreement "Owner" means West Coast Precast Pty Ltd (WCP) and its assigns. "Hirer" whose name and address appears on the front of this application means any government instrumentality, corporation, company or person including the personal representatives and permitted assigns and any corporation of person entitled or required by law to administer the Hirer's affairs who shall hire any equipment from the owner. **1c** WCP will not entertain any disputes of any description that have not been made in writing to our office within 7 days of date that work was performed. **1d** The Hirer shall indemnify WCP from all claims arising out of accidents either to **1e** persons or vehicles or to other property caused by the said equipment used on this project. The Hirer shall be responsible for giving any local or other authorities any necessary notice of his intention to erect or use the equipment and shall pay all fees in connection herewith **1f** The Hirer shall provide all necessary barricades, protective awnings and signs that may be required under any permits of regulation. **1g** The Hirer shall provide scaffold, fixing points or other necessary requirements for the setting up on the pumping line and equipment. **1h** The Hirer shall be responsible for ordering and scheduling delivery of concrete from his supplier which both meets his specifications and is suitable for pumping. **1i** WCP shall not be liable for any damage occasioned to the Hirer for or by reason of delay, inconvenience, expertise, injury or loss of any kind due to any breakdown of the said equipment or for any damage for bodily injury suffered by the Hirer or any person using, driving or entering or alighting from or being conveyed in or by the said equipment while used on this project. **1j** The Owner shall at times have the right to inspect any of the said equipment let on hire to the Hirer. **1k** The Hirer shall supply hardstanding access for the said equipment to set up, and shall be responsible for the towing or removal of equipment back to hardstanding. **1l** The Hirer shall not have any right to backcharge the Owner for any costs incurred concrete wastage or dumping unless it has been agreed and signed off on site with the operator of the pump at the time of this job. **1m** TERMS OF PAYMENT CONCRETE PUMPING – Charges shall be due and payable on completion of the job unless otherwise agreed to by the Owner, or an application for credit is completed and approved by the Owner prior to the job. **2.** Placing of an order with the Company by the Customer for goods and/ or services indicates acceptance by the Customer of these Terms for the provision of those goods and/ or services. In the event of any inconsistency between these Terms and any terms and conditions on the Customer's order, the Customer agrees that these Terms shall prevail. **3. Quotations and Prices** Quotations are open for acceptance by the Customer for 30 days from the date of the quotation. **4.** All prices quoted are strictly net of all discounts. Any goods and services tax (GST) or other similar government taxes, if applicable, are additional to the quoted price. **5. Delivery and Surcharge** All prices are for supply, delivery and/or installation, as applicable, during the Company's business hours, Monday to Friday, unless otherwise quoted in writing. Work by the Company outside of these hours may incur a surcharge. The Customer should contact West Coast Precast Pty Ltd's office for surcharge schedules. **6.** Unless the quoted price is inclusive of delivery to a nominated delivery site, the Customer will be charged for delivery. **7.** A waiting time or hourly hire surcharge may apply when a delivery vehicle is unable to unload promptly and without delay upon arrival at the delivery site. **8.** A minimum load surcharge may apply for delivery of loads smaller than 3.2m<sup>3</sup>. **9** Goods will be delivered to the roadside adjacent to the delivery site. If, at the Customer's request, the delivery vehicle leaves the road and enters the delivery site to unload and/or operate, the Customer is responsible for providing suitable and safe access (level hard stand areas) for the Company delivery vehicle/s and Company agents. In addition, the Customer agrees to indemnify the Company and its agents for all damage and injury to any person and to any public or private property which may result including any costs associated with enabling the delivery vehicle to enter or leave the site, and the cost of any returned product as a result of the Customer failing to provide suitable and safe access to the delivery site. **10.** The Customer must be present at the delivery site and must sign the Company delivery docket to acknowledge that the products and quantities described on the delivery docket have been delivered and comply with the Customer's order and that the Customer also accepts any applicable delivery surcharges. **11.** Where the Customer does not sign or is not available to sign the delivery docket, the signature of the driver on the delivery docket shall be prima facie evidence of delivery to the Customer of the products and quantities described on the delivery docket including any applicable surcharges. **12.** If the Customer is not present at the delivery site, the goods may be unloaded at that location, in which case the Company will no longer be responsible for loss or damage to the goods. **13.** If the goods are delivered on pallets, the pallets remain the property of the Company. The Customer may be charged for such pallets but the Company will give a credit when the pallets are returned in good condition. **14. Payment** Unless prior arrangements for credit have been made, payment for goods and/or services is due in full before delivery. Where there is more than one load to be delivered, full payment must be made prior to the unloading of the first delivery vehicle. Payment for surcharges must be made at the time they are incurred. **15.** Payment terms for all credit accounts are as advised to the Customer at the time the credit account is opened, being either "Net 14 days" (meaning the Company must receive payment in full on or before the 14th day after the invoice was issued) or "7 days from date of invoice" (meaning the Company must receive payment in full within 7 days of date of invoice). Any variation to these payment terms must be agreed in writing by the Company. **16.** Acceptance by the Company of any late payment by the Customer or the Customer exceeding the credit limit set by the Company shall not amount to a waiver by the Company of its right to payment "Net 14 days" or "7 days from date of invoice" as applicable, nor is it an agreement to provide credit other than in accordance with these Terms. **17.** The Company may require the Customer to provide security for payment in a form acceptable to the Company prior to the supply of goods and/or services. **18.** The Customer is not entitled to withhold any payment by way of retention or deduction. **19.** The Customer must pay the Company the cost of any bank fees arising from dishonoured cheques paid by the Customer to the Company, and must also pay an administrative charge and for any legal or other debt collection costs incurred by the Company. **20.** The Customer must notify the Company in writing within 7 days of any change in the beneficial ownership of the Customer. **21.** The Company can vary or withdraw any credit arrangements at any time and without any liability whatsoever to the Customer or any party claiming through the Customer. **22.** The Company may charge the Customer interest on overdue amounts at the Reserve Bank of Australia's large business variable indicator rate (Reserve Bank Rate). The effective Reserve Bank Rate will be changed twice monthly +3%. Where interest is charged, it will be calculated monthly on amounts outstanding from the date on which they were due and payable, until the Company receives full payment of the outstanding amounts. **23. Risk** The Customer will become responsible for loss of or damage to the goods immediately upon delivery of the goods to the nominated delivery site or to a carrier nominated by the Customer. **24 Title.** Goods supplied to the Customer remain the property of the Company until payment in full is received by the Company. The Customer acknowledges that until full payment is made, the Customer holds the goods as bailee of the Company and that a fiduciary relationship exists between the Customer and the Company. **25.** Until payment is made, the Customer shall hold the goods in such a manner that they are clearly identifiable as the property of the Company. The Customer acknowledges that if it sells any of the Company's goods, it sells the goods as a fiduciary agent of the Company provided that such sales shall not give rise to any obligations on the part of the Company. **26. Installation** For goods supplied to a Customer who is undertaking the installation of those goods, the Customer agrees to indemnify the Company against any liability the Company may incur as a result of the failure of the Customer to follow generally accepted good practice, or due to a lack of ability, expertise, or skill with the particular type of goods being installed. **27 Dispute.** If the Customer believes that the goods and/or services supplied do not conform with the order placed or that the price charged does not conform with the quotation given by the Company, the Customer must notify the Company in writing within 7 days, detailing the way in which the goods or price do not conform. **28.** Failure to give such notification within seven days of the date of supply or date of invoice (as applicable) shall raise the inference against the Customer that the goods are in accordance with the order and quotation. **29.** The Customer shall be deemed to have accepted the goods as supplied if it fails to keep the goods in the condition they were in when supplied or declines a reasonable request from the Company to inspect the goods. **30. Warranties** The Company warrants that the goods delivered are those specified in the delivery docket and the goods delivered are free from defects in material and workmanship except such defects as are normally regarded as being commercially acceptable. **31.** All other warranties which would be imported into these Terms by statute are negated except to the extent that such negation is specifically forbidden by statute. **32. Limitation of Liability for Breach of a Condition or Warranty** Pursuant to section 68A of the Trade Practices Act 1974 the following clause applies in respect of any of the goods and/or services supplied under this contract which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, provided that this clause will not apply if the Customer establishes that reliance on it would not be fair and reasonable. **33.**

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The Company's liability in respect of breaches of expressor implied conditions and warranties, other than the warranty as to title, is limited to any one of the following as determined by the Company: the replacement of the goods or the supply of equivalent goods; or the repair of the goods; or the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired. The Company will not be liable for any damage arising out of or in connection with, special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred as a result of such a breach unless such liability is imposed on the Company by the Trade Practices Act 1974. **34.** In addition to Trade Practices Act 1974, the limitations of the Company's liability in respect of breaches of expressor implied conditions and warranties as expressed in the previous clause shall be varied to the extent required to also limit the Company's liability to the extent permitted by relevant State and Territory legislation covering sale of goods and consumer protection. **35. Termination and Suspension** If the Company is not satisfied as to the Customer's ability to pay for the goods and/or services, it may suspend or terminate supply and shall not be liable in any way for any claim, damage, expense or cost arising there from and all monies then outstanding by the Customer shall immediately become due and payable. **Agreement 36.** These Terms, the quotation (if any) and any other documents specified in the quotation, form the agreement between the Company and the Customer and any variations, alterations additions must be acknowledged in writing by the Company. **37.** The Company may make partial deliveries of the goods ordered and invoice the deliveries separately. The supply of goods and/or services in more than one delivery shall be subject to separate agreements for the sale of each delivery. **38. Severance** In the event that it is held that one or more of these Terms are not enforceable, the remaining Terms shall apply. **39. Force Majeure** Unless otherwise stated in the quotation, penalties for time delays by the Company will not apply. In the event that there is failure to deliver or any time delay in delivery, commencement of site works or completion of site works due to weather, fire, labour dispute, strikes, or acts of God whatsoever beyond the Company's control or due to the inability of the Company to obtain raw materials from the source expected by the Company: The Company will not be liable for any loss or damage sustained by the Customer or by any other person by reason of any such delay or failure, and The Company will be entitled to suspend deliveries for such period as it may think fit or terminate the agreement immediately after suspending deliveries and shall not be liable for any loss or damage sustained by the Customer or by any other person by reason of such suspension or termination. **40. Privacy Policy** Personal information provided by the Customer to the Company may be disclosed elsewhere within the Company. The Company will use this information to manage its business dealings with the Customer, for example:- to provide the Customer with the products or services the Customer has requested;- to assess the Customer's credit worthiness, where relevant;- to manage the Customer's payments or accounts;- to inform the Customer of the Company's products and services including by electronic means;- to comply with the Company's legal obligations, and may supply the Customer's information to contractors and advisers that help the Company to do this. Individuals may access personal information held by the Company about them, subject to the Federal Privacy Act. **41. Special Terms applying to the sale and delivery of site-mixed Concrete** Unless otherwise stated in the quotation, prices are based on "Normal Class Concrete" as specified in the current issue of Australian Standard AS1379 (Specification & Supply of Concrete) and having a nominal slump not exceeding 80mm and using a nominal 20mm maximum size aggregate. If the Customer requires a slump in excess of 80mm or aggregate with a maximum size other than 20mm, a surcharge may apply. **42.** The Company reserves the right to charge for return cartage, handling and disposal costs for: any site-mixed concrete ordered of which the Customer does not accept delivery, site-mixed concrete which is returned from the job site due to the Customer being unable to use the full quantity ordered, site-mixed concrete rejected because the time between batching and discharge is greater than the time permitted by AS1379 or the specification that covers the project being supplied, provided that the delay was not caused by the Company. **43.** Unless otherwise agreed in writing by the Company and the Customer, site-mixed concrete will comply with AS1379. If compliance with AS1379 requires the addition of a cooling agent, a surcharge to the quoted price may apply. **44.** Site-mixed concrete is sold in the plastic state and the subsequent in-situ performance when set is greatly affected by the Customer's work practices in handling, placing and curing of the concrete. The Company accepts no responsibility for the performance of site-mixed concrete other than with respect to the criteria specified in AS1379, and in particular the Company accepts no responsibility: if water or any other material is added to the plastic concrete before or after discharge from the delivery vehicle, unless there is prior approval by an authorised representative of the Company; or if the Customer has specified a site-mixed concrete mix design other than a mix design devised by the Company; or for the surface texture and colour of hardened site-mixed concrete, including where the aggregate in the concrete has been exposed by the Customer; and for any future colour change or oxidation of aggregates that have been exposed to the atmosphere. **45.** "Production Assessment" (as described in AS1379) will be carried out by the Company in accordance with AS1379. Where "Project Assessment" (as described in AS1379) is requested by the Customer, the Company will provide that service at the ruling price at the date of supply. If the Customer wishes to perform independent tests at its own expense, the Company will only consider the results of samples and tests performed in accordance with the current issue of AS1012 (Methods of Testing Concrete) and tested in a NATA (National Association of Testing Authorities) approved laboratory **46. Special Terms applying to the sale and delivery of Quarry Products** When quarry products are sold by volume rather than weight, the volume will be determined by the loose uncompacted volume as measured on the delivery vehicle at the time of loading at the quarry/yard. **47.** Upon request the Company will make the relevant quarry product available for inspection and sampling by the Customer prior to supply. **48.** If quarry products are returned at the Customer's request, the Company reserves the right to charge for return cartage, handling and disposal costs. **49.** Unless otherwise agreed by the parties, quarry products covered by Australian Standard AS2758, will comply with this standard. **50. Special Terms applying to Pre-mixed Concrete placing services** All quotations will be in writing and will stipulate the scope of materials and work covered by the quotation. **51.** The Company will not be obliged to perform any variations or additions to the quoted work unless the full cost of the variation has been agreed in writing by the Customer and the Company. **52.** The Customer will provide access to the site where the quoted work is to be undertaken. If work by the Company is required to obtain access, the cost of materials and labour involved will be identified in writing as a variation to the original quotation and when agreed by the Customer will be added to the previously quoted price. If the Customer does not provide access or agree to pay the cost of providing access the Company may withdraw from the contract without liability to the Company. **53.** Unless expressly stated in the quotation, the following are not allowed for in the price: a) additional, increased or more difficult work or rework resulting from any of the following: subsidence, unsatisfactory or unsuitable base work, foundations, near by structures or redesigns; latent conditions as defined in Australian Standard AS 2124 (General Conditions of Contract); and the location of or interference by any underground drain, pipe, tank, sewer, cable, tunnel, void, service or other underground work; b) work not reasonably anticipated by the Company due to insufficient, absent or misleading information provided to the Company to quote on. Work damaged by fire, flood, rain, wind or acts of God. **54** The Customer is responsible for: a) obtaining surveys and setting out and continuously maintaining survey pegs and levels necessary for the works; b) obtaining all necessary permits, approvals and consents from any person or statutory authority; and c) providing comprehensive and detailed location and marking on site of any underground works. **55** The Company will not be liable for, and the Customer will indemnify the Company against, any damage or loss in connection with the work caused by: a) subsidence, landslip or other adverse geotechnical conditions; b) unsatisfactory or unsuitable base work or foundations not constructed by the Company. **56** The Company may subcontract any portion of the works, but any subcontracting will not relieve the Company of any of its obligations to the Customer under the contract. **57.** If at any time the Company advises the Customer against proceeding with any work on the basis that the Company expects inclement weather conditions to damage the work, and despite the Company's advice the Customer instructs the Company to continue, the Company will not be responsible for any damage caused to the work by any inclement weather conditions which occur subsequent to the Company's advice to the Customer not to proceed. **58.** Materials used in the quoted works that are not manufactured by the Company will be sourced from reputable suppliers. To the extent permitted by law, the Customer shall not hold the Company liable for any defects in these other products but rely on the warranty (if any) offered by the manufacturer of those materials.