



JOCROW PTY LTD

Trading as Mech Craft Engineering

ABN: 56 633 600 647

ACN: 633 600 647

Address: 2/73 Power Rd, Boronia. 3155

Phone: (03) 8736 1314

Email: info@mechcraftengineering.com.au

APPLICATION FOR E.O.M. TRADE CREDIT ACCOUNT

Applicant details

Company / Business Name: _____

Full Trading Name: _____

Australian Company Number: _____

Australian Business Number: _____

Office phone:		Mobile:	
Company email:		Accounts email:	
Fax:		Website:	

Trading Address: _____

Postal Address: _____

Registered Address: _____

Type of Business: _____

Date Business Registered: _____

Date Commenced Ownership: _____

Directors / Sole Traders / Partners

Name	Home Address	D.O.B.	Driver Licence No.

Trade References

Please provide at least three current trade references, preferably suppliers or subcontractors you hold trading accounts with.

Business Name	Phone	Email

Accounts Information

Accounts Payable Contact: _____

Accounts Payable Phone: _____

Accounts Payable Email: _____

Purchasing Information

Purchasing Contact Name: _____

Phone: _____

Email: _____

Mobile: _____

Is the provision of purchase orders mandatory for your company purchases? **Yes / No**

If yes, invoices will only be issued against an authorised purchase order unless otherwise agreed in writing.

Credit Details

Credit Amount Requested: \$ _____

Bank: _____

Branch: _____

Insolvency / Credit History

Have any directors, proprietors, partners or guarantors previously been bankrupt, involved in a company that has entered liquidation, administration, receivership, deed of company arrangement or official management, or had credit facilities withdrawn? **Yes / No**

If yes, please provide details:

Declaration and Authorisation

I/We declare that the information provided in this application is true and correct. I/We authorise JOCROW PTY LTD trading as Mech Craft Engineering to make enquiries considered necessary to assess this application for credit, including enquiries with trade references and, where permitted by law, credit reporting bodies.

I/We agree that, if this application is approved, all goods and services supplied by JOCROW PTY LTD trading as Mech Craft Engineering will be supplied subject to its Terms and Conditions of Trade. Unless otherwise agreed in writing, approved credit accounts are payable on End of Month (EOM) terms, with payment due by the last business day of the month in which the invoice is issued.

I/We understand that credit facilities may be varied, suspended or withdrawn at any time without notice, and that overdue accounts may be placed on hold until payment is received. Requested credit limits are subject to approval and may be varied, reduced, suspended or withdrawn at the discretion of JOCROW PTY LTD trading as Mech Craft Engineering.

Applicant Signature

Signed:	Date:
Print Name:	Position:
Company:	
Witness:	Witness Name:

JOCROW PTY LTD trading as Mech Craft Engineering

Terms of Trade - Fasteners, U-Bolts, Plates and Threaded Products

These terms apply to all quotations, orders, manufacture, supply and sale of production U-bolts, threaded fasteners, threaded rod products, anchor bars, tie rods, fish plates, spreader plates, cast-in anchor products, fabricated threaded products, standard products, semi-standard products and other goods supplied by JOCROW PTY LTD trading as Mech Craft Engineering, unless varied in writing by an authorised representative of JOCROW PTY LTD.

1. Definitions

The Company means JOCROW PTY LTD trading as Mech Craft Engineering. The Customer means the applicant, purchaser, debtor or any person or entity requesting goods or services from the Company. Goods include standard stock items, production fasteners, U-bolts, threaded products, manufactured components and any associated processing or supply.

2. Quotations and Pricing

Prices quoted are valid for the period stated in the quotation or, if no period is stated, for fourteen (14) days from the date of issue.

Prices are based on the information, drawings, specifications, quantities, material grades, finishes, packaging and delivery requirements supplied by the Customer at the time of quotation.

The Company may revise pricing where there is any change to quantity, material specification, thread type, pitch, length, bend radius, leg centres, leg length, coating, delivery requirement, urgency, packaging requirement or other job detail.

Unless stated otherwise, prices exclude GST, freight, special packaging, certification, testing, inspection fees and third-party processing costs including galvanising, zinc plating, heat treatment, passivate, coating, blasting or painting.

3. Orders and Purchase Orders

Orders must be submitted in writing where requested by the Company. Where the Customer requires purchase orders, the Customer must provide a valid purchase order before work commences unless the Company agrees otherwise.

The Customer is responsible for ensuring all order details are correct, including part number, drawing revision, material grade, diameter, thread size, pitch, overall length, thread length, bend radius, leg centres, leg length, finish, quantity, delivery address and any required certification.

Once accepted by the Company, an order for manufactured, modified, non-standard, cut-to-length, threaded-to-order, bent-to-order, coated-to-order or customer-specific goods may not be cancelled without the Company's written agreement.

If cancellation is accepted after work has commenced, the Customer must pay for materials purchased, work performed, third-party costs incurred and reasonable administration or handling costs.

4. Product Specifications and Suitability

Goods will be manufactured or supplied to the specifications shown on the Company's quotation, invoice, product listing, drawing or written order confirmation.

Where the Customer supplies drawings, samples or specifications, the Customer warrants that they are accurate, complete and suitable for the intended use.

Unless expressly agreed in writing, the Company does not warrant that goods are suitable for any particular structural, lifting, safety-critical, load-bearing, transport, pressure, mining, crane, rigging, civil infrastructure or compliance application.

The Customer is responsible for obtaining engineering approval, load rating approval, installation approval, compliance approval, design verification or certification where goods are used in any engineered, regulated or safety-critical application.

5. Standard Products and Off-the-Shelf Goods

For standard or off-the-shelf products, the Company may supply goods that are equivalent in function, size or specification to the item ordered, provided they are reasonably fit for the stated product description.

Minor variations in appearance, surface finish, colour, coating brightness, thread appearance, burrs, tool marks, batch markings or packaging are not defects where the goods remain fit for their ordinary trade purpose.

Product images, catalogues, samples and descriptions are indicative only unless expressly incorporated into a written quotation or order confirmation.

6. Tolerances and Inspection Requirements

Unless specific tolerances are agreed in writing, goods will be supplied to the Company's normal commercial manufacturing tolerances.

For U-bolts and bent products, minor variation may occur in leg parallelism, bend appearance, centre distance, leg length, thread runout and surface finish due to normal production bending and threading processes.

For threaded products, normal commercial variation may occur in thread runout, lead-in, burrs, cut-off marks and surface appearance.

If the Customer requires exact tolerances, gauge inspection, thread certification, material certification, bend certification, first-article inspection or other compliance documentation, this must be specified before quotation and may incur additional charges.

7. Material

Material grades will be as stated in the quotation, invoice or order confirmation.

Unless stated otherwise, material certificates, heat numbers, traceability documents and test reports are not included.

Where the Customer supplies material, the Customer is responsible for ensuring that the material is correct, suitable, free from defects and supplied in sufficient quantity.

The Company is not liable for defects, failures, delays or additional costs caused by unsuitable, incorrect, defective, hard, brittle, cracked, corroded, previously worked, mixed-grade or contaminated customer-supplied material.

8. Coatings, Plating and Galvanising

Where goods are supplied with zinc plating, galvanising, painting, coating, passivate or other surface treatment, the Company may use third-party processors.

The Company is not responsible for third-party processor delays, coating colour variation, surface finish variation, coating build-up, thread tightness after coating, coating marks, handling marks or minor visual imperfections where the goods remain suitable for their ordinary purpose.

The Customer must specify whether threads are to be supplied bare, plated, galvanised, chased, tapped, oversized, waxed, lubricated or otherwise protected.

Unless expressly agreed in writing, post-coating thread cleaning, chasing, tapping or rework is not included.

Galvanised or plated threads may require matching oversized nuts or thread allowance. The Customer is responsible for specifying this requirement before manufacture or supply.

9. Quantities and Production Variation

For production runs, the Company may supply and invoice up to five percent (5%) over or under the ordered quantity unless exact quantity is stated as mandatory in writing before the order is accepted.

Where exact quantity is required, the Customer must state this before manufacture.

Partial deliveries may be made and invoiced separately.

10. Delivery, Collection and Risk

Delivery dates are estimates only unless expressly guaranteed in writing.

The Company is not liable for delay caused by material availability, labour availability, machine breakdown, third-party processing, freight delay, customer-supplied material delay, changes to specifications, or events outside the Company's reasonable control.

Risk in the goods passes to the Customer on collection, delivery to the Customer, or delivery to a carrier, whichever occurs first.

The Customer must collect goods promptly after notification. Storage or handling charges may apply to goods not collected within a reasonable time.

11. Inspection, Claims and Defects

The Customer must inspect goods promptly on delivery or collection.

Any claim relating to quantity, quality, defect, damage, incorrect item, non-conformance or invoice discrepancy must be notified to the Company in writing within seven (7) days of delivery or collection, otherwise the goods are deemed accepted to the maximum extent permitted by law.

The Customer must not use, install, modify, sell, coat, galvanise, plate, paint, weld, machine or further process goods that are alleged to be defective without first giving the Company a reasonable opportunity to inspect them.

The Company is not liable for goods that have been incorrectly installed, overloaded, modified, welded, heated, bent, cut, machined, coated, stored incorrectly, exposed to corrosive environments, or used for a purpose not approved in writing by the Company.

12. Returns

Standard stock items may only be returned with the Company's prior written approval.

Custom-made, modified, non-standard, special-order, cut-to-length, threaded-to-order, bent-to-order, plated-to-order, galvanised-to-order or customer-specific goods cannot be returned for credit unless the Company agrees in writing or the goods fail to meet an applicable statutory guarantee.

Approved returns must be unused, undamaged, unmodified and in saleable condition.

13. Payment

Unless otherwise approved in writing, payment is required before collection, delivery or dispatch.

Approved EOM trade credit accounts are payable by the last business day of the month in which the invoice is issued, unless otherwise agreed in writing.

The Company may withhold manufacture, delivery or further supply while any amount remains overdue.

The Company may vary, suspend, reduce or withdraw credit facilities at its discretion.

14. Overdue Accounts and Recovery Costs

If any amount remains unpaid after the due date, the Customer must pay all reasonable costs incurred by the Company in recovering the debt, including legal costs, court fees, collection agency fees and administrative costs.

Interest may be charged on overdue amounts to the extent permitted by law.

The Company may place the Customer's account on hold until all overdue amounts are paid.

15. Retention of Title

Ownership of goods supplied by the Company remains with JOCROW PTY LTD until all amounts owing by the Customer to the Company have been paid in full.

Until ownership passes, the Customer holds the goods as bailee for the Company and must store them in a way that identifies them as goods supplied by the Company where reasonably practicable.

The Customer may sell the goods in the ordinary course of business, but must hold the proceeds of sale to the extent necessary to pay all amounts owing to the Company.

Risk in the goods passes in accordance with clause 10, even though ownership may not have passed.

16. Limitation of Liability and Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies any right, guarantee or remedy that cannot be excluded under the Australian Consumer Law or other applicable law.

To the maximum extent permitted by law, the Company's liability is limited, at the Company's option, to re-performing services, repairing goods, replacing goods, supplying equivalent goods, paying the cost of replacement or equivalent goods, or refunding the amount paid for the affected goods or services.

To the maximum extent permitted by law, the Company is not liable for indirect, consequential or economic loss including loss of profit, loss of production, downtime, removal costs, installation costs, recall costs, third-party claims, delay costs or loss arising from the Customer's use or resale of the goods.

17. Customer's Use and Responsibility

The Customer is responsible for ensuring the goods are suitable for their intended application.

The Customer must ensure goods are installed, tensioned, tightened, welded, loaded, coated, protected and maintained correctly.

The Company is not responsible for failure caused by incorrect installation, incorrect torque, overloading, vibration, fatigue, corrosion, hydrogen embrittle, incorrect mating components, unsuitable design, incorrect coating selection or misuse.

Fasteners, U-bolts, tie rods, threaded products and anchor products must not be used in safety-critical or load-rated applications unless the Customer has obtained appropriate engineering approval and written confirmation of specification suitability.

18. Drawings, Tooling and Intellectual Property

Drawings, sketches, jigs, fixtures, tooling, programs, designs, manufacturing methods and technical information created by the Company remain the property of the Company unless otherwise agreed in writing.

Any tooling, jigging or setup charge paid by the Customer does not transfer ownership of tooling, jigs, fixtures, programs or manufacturing methods unless expressly agreed in writing.

The Customer warrants that any drawing, design, sample or specification supplied to the Company does not infringe the rights of any third party.

19. Special Orders and Minimum Runs

The Company may apply minimum order quantities, setup charges, tooling charges, material surcharges or batch charges for production items.

Special-order material, non-standard diameters, unusual thread forms, left-hand threads, fine threads, high tensile grades, stainless grades, coated items and custom bends may require deposit or payment before manufacture.

20. Privacy and Credit Information

The Company may collect and use customer, director and guarantor information for the purpose of assessing credit applications, managing accounts, collecting overdue amounts and supplying goods.

The Company may contact trade references and, where permitted by law, credit reporting bodies.

21. Customer Restructure or Change of Details

The Customer must notify the Company in writing within seven (7) days of any change to its ownership, directors, management, business structure, ABN, ACN, trading address, accounts contact or financial position.

Existing Customers and Guarantors remain liable unless released in writing by the Company.

22. Jurisdiction

This agreement is governed by the laws of Victoria, Australia.

The Customer submits to the jurisdiction of the courts of Victoria and any courts entitled to hear appeals from those courts.

JOCROW PTY LTD trading as Mech Craft Engineering

Director / Personal Guarantee and Indemnity

IMPORTANT: This is intended to be a legally binding document. It is recommended that each guarantor obtain independent legal and financial advice before signing.

This Guarantee and Indemnity is given on the ____ day of _____, 20____.

In favour of JOCROW PTY LTD trading as Mech Craft Engineering (the Company).

At the request of the guarantor(s), the Company has agreed or may agree to supply goods or services and/or extend credit to:

Debtor / Customer Name: _____

Debtor Address: _____

ABN / ACN: _____

1. Guarantee: The Guarantor unconditionally and irrevocably guarantees the due and punctual payment to the Company of all amounts now or in the future owing by the Debtor to the Company, including interest, charges, legal costs, recovery costs and other expenses.

2. Indemnity: As a separate obligation, the Guarantor indemnifies the Company against all losses, costs, charges and expenses arising from any default or attempted default by the Debtor in payment or performance of its obligations.

3. Continuing Security: This Guarantee is a continuing security and remains in force until the Company provides a written release. It is not affected by time, indulgence, compromise, changes in the Debtor's structure, insolvency, or any other dealing with the Debtor or any other guarantor.

4. Joint and Several Liability: Where more than one Guarantor signs this document, each Guarantor is liable jointly and severally for the whole of the amounts owing.

5. Costs: The Guarantor must pay all reasonable costs incurred by the Company in enforcing this Guarantee and Indemnity, including legal costs and collection costs.

6. Jurisdiction: This Guarantee and Indemnity is governed by the laws of Victoria, Australia. The Guarantor submits to the jurisdiction of the courts of Victoria and any courts entitled to hear appeals from those courts.

7. Privacy Consent: The Guarantor consents to the Company making enquiries reasonably necessary to assess this Guarantee and the Customer's credit application, including enquiries with trade references and, where permitted by law, credit reporting bodies.

Guarantor Details

Name	Address	Phone	Email

Execution by Guarantor(s)

Each guarantor should sign in the presence of an independent adult witness.

Guarantor	Guarantor Signature	Print Name	Witness Signature / Name	Date
1				
2				
3				