



## APPLICATION FOR 30 DAY TRADING ACCOUNT

PLEASE PRINT IN BLOCK LETTERS

### Applicants Details:

Name of Applicant for Credit: \_\_\_\_\_

Applicants A.C.N. (if any): \_\_\_\_\_ A.B.N. (if any): \_\_\_\_\_

Trading Name (if any): \_\_\_\_\_

Phone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

Mobile No: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

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

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

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

### Names of Directors or Proprietors:

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

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

Home Telephone: ( ) \_\_\_\_\_

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

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

Home Telephone: ( ) \_\_\_\_\_

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

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

Home Telephone: ( ) \_\_\_\_\_

**Account Details:**

Other companies or persons authorised to use this account: \_\_\_\_\_

Address for Accounts: \_\_\_\_\_

Account Contact: \_\_\_\_\_ Phone No: \_\_\_\_\_

Does your company use order numbers: Yes No

Name of Accountants/Auditors: \_\_\_\_\_

Phone No: \_\_\_\_\_ Are Premises Owned or Leased: \_\_\_\_\_

**History:**

Nature of Applicants Business: \_\_\_\_\_

How long has the business been established: \_\_\_\_\_

How long have the Directors/Proprietors owned the business: \_\_\_\_\_

Previous Duct & Fittings Supplier: \_\_\_\_\_

**Banker:**

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

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

Phone No: \_\_\_\_\_ Contact: \_\_\_\_\_

**Credit Amount Requested:** \_\_\_\_\_ **Per Month**

**Trade References:**

THREE CREDIT REFERENCES are required from businesses with which the Applicant has regular, bona fide business dealings and which are not controlled by the Applicant, its directors or shareholders. The Applicant authorises Air Accessories to make credit enquiries about the applicant, including enquiries of the following referees:



# GUARANTEE FORM

Applicable only when the Applicant is a company

- a) In consideration of Air Accessories Pty Ltd supplying or continuing to supply goods to \_\_\_\_\_ (hereinafter called "the buyer") at my request I/We hereby guarantee the due payment by the buyer to Air Accessories Pty Ltd notwithstanding that I/We do not receive any notice of any failure by the buyer to pay such a balance of debt according to the terms agreed on between the buyer and Air Accessories Pty Ltd. Air Accessories reserves the right to charge a default charge on any overdue payments at an annual rate equal to Westpac Bank's current overdraft rate at the time the payment fell due.
- b) This guarantee shall be a continuing guarantee to Air Accessories Pty Ltd irrespective of any sum or sums which at any time may be paid to or received by Air Accessories Pty Ltd for or on account of the buyer and shall be subject to paragraph c) hereof remain in force until determined by notice in writing signed by me (or in the case of death by my personal representative) and delivered to Air Accessories Pty Ltd and such determination shall relate to future dealings only. I/We agree that my liability hereunder shall not be affected by any change in the constitution to Air Accessories Pty Ltd notwithstanding any enactment to the contrary nor by Air Accessories Pty Ltd giving effect to act as though I/We were the principle debtor ("the buyer") and I/We hereby waive all and any of my rights as surety which may at any time be inconsistent with any of the provisions herein.
- c) If any payment of money conveyance or transfer of property or charge thereon made or given by the buyer or its agent to Air Accessories Pty Ltd be later declared to be void as against any liquidator of the buyer the amount of the debt of the buyer to Air Accessories Pty Ltd which is hereby guaranteed by myself and any other guarantors shall include the amount for which credit had previously been given for such payment of money conveyance or transfer of property or charge thereon which was declared to be void as against the liquidator and any discharge or partial discharge of the obligations of myself or other guarantors hereunder whether by payment or by notice duly given shall be conditional upon no such declaration as aforesaid being made.
- d) If the buyer is wound up by an order of the court or otherwise or goes into receivership or liquidation I/We shall not be entitled until Air Accessories Pty Ltd has received the full amount of its claim against guarantors and this guarantee shall be security for the payment of any ultimate balance that may remain due to Air Accessories Pty Ltd.
- e) Notwithstanding anything hereinafter contained in the event that the buyer's account with Air Accessories Pty Ltd or any part thereof has remained unpaid for a period of seven days action to recover the overdue amount can be taken against me/us by Air Accessories Pty Ltd immediately.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

Signed and delivered by the said: (all Directors to sign)

Full Name of Director/s \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_ Signature \_\_\_\_\_

Full Name of Witness \_\_\_\_\_ Signature \_\_\_\_\_

Address of Witness \_\_\_\_\_

# Standard Terms and Conditions of Credit

## 1. Incorporation

These conditions govern every contract for the sale of goods and/or the provision of services by Air Accessories Pty Ltd to the Applicant, constitute all the terms and conditions agreed between them to the exclusion of all other terms and conditions. The Applicant acknowledges having read the Standard Terms and Conditions of Credit prior to signing the Application for 30 Day Trading Account. No modification to these Conditions whether put forward in the Applicants purchase order or otherwise shall bind Air Accessories Pty Ltd unless agreed to in writing by its authorised employee.

## 2. Payment

The terms of payment to Air Accessories are as follows:

For the supply of goods and delivery services payment is strictly COD unless otherwise agreed to a maximum of our standard 30-day trading account whereby payment is made in full prior to the end of the month following month of purchase. Failure to pay within agreed credit terms will automatically create stop credit and will not be recommenced until payment is received for all amounts outstanding beyond agreed credit terms. Without prejudice to any other remedy, Air Accessories Pty Ltd reserves the right to charge a default charge on any overdue payments at an annual rate equal to Westpac Bank's current overdraft rate at the time the payment fell due.

## 3. Claims

Goods will not be accepted for credit unless:

- a) A claim is made within 10 days of despatch.
- b) A claim is accompanied with a relevant invoice or delivery docket number.
- c) The items are received in original condition as at the time of despatch.

NB: All returns will incur a surcharge of 10% to cover handling. Non standard items made to Applicant's specifications are non-refundable.

## 4. Retention of Title

a) Until the goods, the subject of the contract are paid for in full:

- (i) ownership shall remain with the Supplier but the risk shall pass to the Applicant;
- (ii) the relationship between the parties shall be fiduciary and the Applicant shall hold the goods as bailee for the Supplier;
- (iii) the Applicant shall store the Suppliers goods separately from its own goods and those of any other person or company;
- (iv) the Supplier authorises the Applicant to on-sell the goods but as agent for the Supplier. The Applicant shall however, not represent to any parties that it is in any way acting for the Suppliers and the Suppliers will not be bound by any contracts with third parties to which the Applicant is a party;
- (v) the proceeds of any sale of the goods shall be paid into a separate account and the Applicant shall account to the Supplier from this fund for the full price of the goods. Records will be kept by the Applicant of any goods owned by the Supplier;
- (vi) the Supplier may, at its discretion, without further notice and without prejudice to any other of its rights re-take possession of the goods and re-sell the same, or any of them, and may enter upon the Applicants premises, by its servants or agents, for that purpose, without any liability on the part of the Supplier for any loss or damage suffered as a consequence of such re-entry or re-taking of, possession;

b) In the event that the Applicant breaches any of these Terms and Conditions or commits an act of bankruptcy or a receiver is appointed, or a voluntary administrator is appointed, or the company goes into liquidation, without prejudice to any other rights the supplier may have, the Applicant by receiving delivery of the goods authorises the Supplier to re-take possession of any unpaid-for goods and resell same without accounting to the Applicant therefore.

# Standard Terms and Conditions of Credit

(Cont/d)

## 5. Quotations and Prices

Any quotation given by Air Accessories is a mere invitation to treat and does not constitute a contractual offer. All quotations hold for thirty days after issue but Air Accessories may withdraw a quotation at any time. Prices included in the quotation are based on the specification, drawings and/or requests by the Applicant. Should the specification or Applicants request change, then Air Accessories Pty Ltd reserves the right to vary the quotation price.

## 6. Withdrawal of Credit

The supplier may in its sole and absolute discretion withdraw any credit facility granted without notice.

## 7. Defaults

If the Applicant defaults in paying any amount owed by the Applicant to the Supplier under these Standard Terms and Conditions, then any amount invoiced to or owed by the Applicant to the Supplier becomes immediately payable and the Applicant agrees to indemnify the Supplier against all costs (including legal costs, commercial agent commissions, freight, insurance, loss of profit and interest on a full indemnity basis) incurred by the Supplier as a result of the Applicants default.

## 8. Service

Service of any notice, document or court proceeding on the Applicant shall be deemed to have occurred if they are served to the business address specified on the invoice.

## 9. Trusts

Should the Applicant be a Trustee of a Trust then the Applicant shall be liable both in its own capacity and in its capacity as Trustee of the Trust for performance of all obligations to the Supplier.

## 10. Privacy Act Authority

The Applicant agrees and consents to the Supplier seeking from and giving to any credit provider any details concerning or relating to the Applicant's credit worthiness.

## 11. Succession in Title

Any change in the shareholding or directorship altering the effective control of the company or the holding company if any, the signatories herewith shall immediately advise the Supplier of such change in the shareholding and/or directorship and complete all necessary further documentation that is required by the Supplier.

## 12. Force Majeure

If delivery is prevented or delayed, in part or all, by reason of Acts of God, or the consequence thereof including, but not limited to fire, flood typhoon, earthquakes, or by reason of riots, wars hostilities, government restrictions, trade embargos, strikes, lockouts, labour disputes, boycotting of goods, ship shortage, manufacturers bankruptcy, delays or damage in transportation or other causes beyond the Suppliers control, the Supplier may, at its option, perform the contract or the unfulfilled portion thereof within a reasonable time from the removal of the cause preventing or delaying performance, or rescind unconditionally and without liability, or the unfulfilled portion thereof.

## 13. Company Applicants

Where the Applicant is a company the Directors of the Applicant agree to guarantee all of the company debts to the Supplier as if it were their own personal debt and shall sign Guarantee Form annexed to the Application for 30 Day Trading Account.

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