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FAX 9547 7507

# **APPLICATION FOR CREDIT ACCOUNT**

## TRADING DETAILS:

Name:(Purchaser)
Trading As:
Postal Address:
Delivery Address:
Telephone:Fax:
Contact Person:
Parent Company (if subsidiary)
A.C.N. NumberA.B.N. Number:
Type Of Business: Company / Partnership / Sole Trader / Other:
Nature of Business
Number of Years In Business:
Monthly Credit Required \$:

## NAME AND ADDRESS OF DIRECTORS OR PARTNERS

Name:	•••
Address:	•••
Phone:	•••

	Title:				
Address:					
Phone:					

### **TRADE REFERENCES**

Name:	.Phone:
Name:	.Phone:
Name:	.Phone:

## **AUTHORISED SIGNATORY**

Authorised Signatory:
Print Name:
Position in Company:Date:
Witnessed By:

## **TERMS AND CONDITIONS OF TRADING**

#### 1. Interpretation

In these terms and conditions

- (A) "Supplier" means Safety Base Pty Ltd which is the seller of the goods
- (B) "Purchaser" means the Purchaser of the goods from the Supplier
- (C) "Goods" means all of the goods supplied by the Supplier to the Purchaser

#### 2. Retention of Title

- (A) The risk in the Goods shall unless otherwise agreed in writing pass to the Purchaser upon delivery to the Purchaser or his agent or to a carrier commissioned by either the Purchaser or Supplier.
- (B) The property or title in the Goods shall not pass to the Purchaser until the Supplier has been paid in full, the price of the Goods and all monies owed by the Purchaser to the Supplier.
- (C) The Purchaser hereby irrevocably authorises and licenses the Supplier or its agents at any time until property or title of the Goods has passed to the Purchaser to enter any premises occupied by the Purchaser to inspect and carry out an inventory of Goods sold
- (D)No time or indulgence or waiver of the Suppliers rights under these Terms and Conditions shall constitute a waiver or release of any breach committed by the Purchaser

#### 3. Payment and Delivery

- (A) The purchase price for the Goods shall be payable on the delivery of Goods unless other terms of payment are expressly stated by the Supplier in writing.
- (B) Any delivery times made known to the Purchaser are estimates only and the Supplier shall not be held liable for any loss, damage or delay occasioned to the Purchaser or its customers arising fro late supply or non-delivery of the Goods.
- (C) The Supplier shall not be under any obligation to accept Goods returned by the Purchaser and will do so only on terms to be agreed in writing in each individual case.
- (D) The Supplier is not liable for any loss or damage of Goods in transit. The Supplier shall render the Purchaser such assistance as may be necessary to press claims on the carriers provided the Purchaser shall have notified the Supplier and the carriers in writing immediately any loss or damage is discovered on receipt of the Goods and provided the Purchaser shall have lodged a claim within 48 hours of receipt of the Goods by the Purchaser.
- (E) Any Goods returned by the Purchaser and accepted by the Supplier will only be accepted on the following conditions;
  - (1) The Goods are returned to the Supplier in the same condition they were delivered to the Purchaser, carrier or agent
  - (2) The Purchaser shall notify the Supplier of any claim or intention to return Goods within 7 days of receiving the Goods
  - (3) The Purchaser will be responsible for any costs of returning the Goods by the Purchaser to the Supplier
- (F) No order made by the Purchaser may be cancelled except with the Suppliers consent in writing and on the terms which will indemnify the Supplier against all loss or damage as a result of the cancellation.

#### 4. Change in Control or Ownership

The Purchaser agrees to notify the Supplier within seven (7) days from the date of change in shareholding or beneficial ownership or control of the Purchaser and indemnifies the Supplier against any loss or damage incurred by it as a result of the Purchasers failure to notofy the Supplier of any change.

#### 5. Privacy Act

The Purchaser consents under the provisions of the Privacy Act, to the Supplier

- (A)Disclosing certain credit information to a credit reporting agency within the meaning of the Privacy Act
- (B) Obtaining certain credit information or
- (C) Exchanging certain information with other credit providers

In pursuance of the credit worthiness of the Purchaser for the application of a Trading Account with the Supplier

The Purchaser / Applicant, by signing this application, acknowledges having read and understood the terms and conditions of trading as set out above and accepts that all Goods purchased from the Supplier are purchased under these terms and conditions of trading and accepts liability for payment of all Goods ordered or purchase by the Purchaser from the Supplier

	Dated this	day of	20	
Authorised Signatory:	Positi	on:		
For and on Behalf Of:	Witn	essed:		•••••
Print Full Name:	Print	Full Name:		