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APPLICATION FOR CREDIT FACILITIES – INTERTRADING NOMINEES AND TRIDENT SALES & DISTRIBUTION AUSTRALIA

Business Details

The Applicant(s) Business/Trading Name (“the Customer”): _____

Registered Company Name (if applicable): _____

ABN: _____ ACN: _____ Type of Business: _____

Street Address: _____

Mailing Address: _____

Contact Name: _____ Phone: _____ Fax: _____

Primary Email: _____

Emails to receive offers and promotions: Email (1): _____

Offers Email (2): _____

Offers Email (3): _____

Offers Email (4): _____

Delivery Details

Delivery Address: _____

Contact Name: _____ Phone: _____

Email: _____ Fax: _____

Exchange Pallets: Yes No Pallet Account: Chep _____ Loscam _____ Pallet Type: Chep Loscam Skid

Delivery Type: Forklift Tailgate Hand unload Other _____ Plastic Plain Any

Account Details

Contact Name: _____ Phone: _____

Email: _____ Fax: _____

Corporate Structure

Proprietary Company Public Company Incorporated Body Trustee Sole Trader Partnership

Proprietors/Owners – Must supply copy of drivers licence if a sole trader

Name (1): _____ Date of Birth(1): _____

Address(1): _____ Drivers Licence No(1): _____

Name(2): _____ Date of Birth(2): _____

Address(2): _____ Drivers Licence No(2): _____

Name(3): _____ Date of Birth(3): _____

Address(3): _____ Drivers Licence No(3): _____

Applicant Financial Details

Business Premises: Owned Leased Date Business Commenced: ____/____/____

Bank: _____ Branch: _____

Credit Account Details

Type of Account: Credit (amount to be determined by the Companies) COD

Trade/Business References

Company	Account Number	Phone	Fax
1.			
2.			
3.			

OFFICE USE ONLY

Acc Status: New Account Re-activated Account Code: _____ Category: _____ Web Access Yes No

Pricing Structure: _____ Approved: _____ Credit Account Approved Yes No Amount: \$ _____ Terms: _____

Sales Rep: _____ Re-Order Yes No Catalogue Yes No Catch Yes No Marketing State: _____

DEED OF GUARANTEE

1. In requesting the above credit facilities, I/We place on record that I/We hereby agree that unless specifically amended in writing by the Companies, the general conditions of sale detailed overleaf on each page shall apply to all business transactions with the Companies in addition to such other conditions as may be specified by any other individual associated company.
3. We choose as our address for service of all notices and processes to the street address as listed above.
4. The signatory to this document agrees that, by his/her signature hereto, he/she not only binds the Customer for whom he/she purports to act, but in addition thereto binds himself/herself personally as Guarantor for and co-principal debtor in solidum with the Customer for the due and proper discharge of all such Customer's past, present and future obligations to the Companies, and any of its associated companies.
5. The person signing as "authorised signatory" for the Customer warrants that he is duly authorised to sign this contract on behalf of the Customer failing which he/she shall be held personally liable for the payment of all amounts due in terms of this contract.

CONDITIONS OF SALE

Intertrading Australia and Trident Sales & Distribution Australia ("the Companies") sells the Goods to the Customer for the Purchase Price on the following terms and conditions (save the extent expressly otherwise agreed to in writing).

1. PAYMENT

- (a) **The first Three orders must be paid for upfront by: Cheque / Visa or Direct Deposit unless notified otherwise.**
- (b) The Purchase Price shall be payable without deduction by the agreed credit terms as setout by supplier.
- (c) Should any amount payable by the Customer to the Companies, whether hereunder or otherwise, not be paid on due date:
 - (i) All amounts payable by the Customer to the Companies, whether hereunder or otherwise, shall immediately become due and payable;
 - (ii) Interest at 2% per month shall be payable on such amounts; and
 - (iii) The Companies shall be entitled to suspend performance of any obligation owned by it, pending payment of such amounts.

2. ALTERATION IN RULING PRICES

The prices stated overleaf are those ruling at the date hereof and the Companies reserves the right to invoice at the price ruling at the date of delivery.

3. RESERVATION OF OWNERSHIP

Ownership of the Goods shall not pass to the Customer before all amounts payable by the Customer hereunder have been paid.

4. RISK

The risk in the Goods shall pass to the Purchaser as soon as the Goods have left the Companies' premises.

5. DELIVERY

- (a) Unless the parties otherwise agree, the Customer shall take delivery of the Goods at the Companies' premises and shall return it to such premises in the event of termination of the contract.
 - (i) The Customer shall pay the Transport Charges.
 - (ii) The Customer shall be responsible for receiving and unloading the Goods and checking it in the presence of the deliverer and in the event of shortage or damage the delivery note must be endorsed accordingly. In addition separate written notification to be delivered by hand or by prepaid registered post must be given to the Companies within three days of delivery. Claims cannot be recognised unless this action has been taken and the Companies' liability in this respect is limited accordingly; and
 - (iii) If the Customer is not present at the agreed place of delivery, delivery may nonetheless be affected by offloading the Goods there and the above provisions regarding separate written notification of shortages or damage, and recognition of claims, shall apply.
- (b) If the Goods are to be railed, the Railways shall be the Customer's agent and delivery to the Railways shall constitute delivery to the Customer.
- (c) The Companies may deliver the Goods in more than one consignment in which event each consignment shall be paid for by the end of the month following the month in which the Companies' sales invoice is issued, in default of which the provision of 1(b) above shall apply.
- (d) If the Companies does not deliver the Goods timeously the Customer shall be entitled to resale from the Contract and to reclaim any amount paid hereunder but shall have no right to any other relief from the Companies.

6. INDULGENCES DO NOT CONSTITUTE WAIVER OF RIGHTS

Any indulgence that may be shown by the Companies to the Customer shall not constitute a waiver of any of the Companies' rights.

7. CLAIMS

- (a) In the event of the Goods being defective or unsuitable in breach of 6(a) above, or, if applicable 6(b) above the Companies shall, at its option:
 - (i) Repair or replace; or
 - (ii) Refund a proportionate share of the Purchase Price, in respect of defective or unsuitable portion of the Goods against return of such portion, provided that written notice specifying the defects of unsuitability is given to it within one month of delivery of the Goods (or within three days if 5(b) above is applicable, i.e. Goods found on delivery to be damaged) on the Customer shall not be entitled to any other relief from the Companies.
 - (iii) The proportionate share in 7(a)(ii) shall be in the discretion of the Companies.

8. DANGER TO THIRD PARTIES

If at any time a defect that could give rise to a claim against the Companies by a third party should become visible in the Goods, the Customer shall take immediate steps to eliminate this danger on an interim basis and shall forthwith notify the Companies by registered post or by letter delivered by hand of the danger.

9. VERBAL AGREEMENTS

This Contract shall constitute each and all of the conditions of sale. The Companies reserves the right to decline to recognise any verbal arrangements not recorded in writing and signed by the parties, whether such arrangements are made before, at or after the time this contract is entered into and whether they would have the effect of adding to or amending or cancelling this contract.

10. WARRANTIES AND REPRESENTATIONS

- (a) The Companies warrants and represents that the Goods is:
 - (i) Free of defects, excluding latent defects, and
 - (ii) Suitable for the purposes for which it is normally used.
- (b) In the absence of written agreement to the contrary including an express negation of this clause, the Companies does not warrant or represent:
 - (i) The suitability of the Goods for any special purpose for which the Customer may require it; or
 - (ii) The accuracy, correctness, feasibility, safety and/or practicability of any advice, information, drawings, designs or specifications furnished by it in respect of the Goods including in particular information regarding its characteristics and capabilities, such latter information being intended to be approximate only.
- (c) It is recorded that no warranties or representations other than these recorded herein have been given or made in connection with this sale.

11. CANCELLATION

If the Customer breaches any of these conditions in any way whatsoever and howsoever arising or circumstances obtained by virtue of which the Customer could be placed in liquidation or sequestration or the Customer is placed under Judicial Management, or ceases to carry on business, the Companies shall be entitled to cancel this sale without notice and to take repossession of the Goods sold.

12. LEGAL COSTS IF THE CUSTOMER DEFAULTS

The Customer shall pay any legal costs, including attorney and client costs, tracing costs and collection commission, incurred by the Companies as a result of a breach hereof by the Customer.

13. MAGISTRATE’S COURTS TO HAVE JURISDICTION

The plaintiff or applicant in any proceedings arising out of or in connection with this contract shall be entitled, but not obliged, to institute such proceedings in the Magistrate’s Court.

14. DOMICILIUM

The Customer chooses Domicilium Citandi et Executandi at its address stated overleaf.

15. THESE CONDITIONS APPLY TO FUTURE CONTRACTS

In the absence of express agreement to the contrary, these conditions shall apply to any future sales by the Companies to the Customer.

- (a) A portion of a month shall be charged as a full month unless otherwise stated;
- (b) Interest at TWO PERCENT (2%) per month shall be payable on any overdue amount.

AUTHORISATION

Name: _____

Director Name: _____

Position: _____

Signature: _____

Signature: _____

Date: _____

Date: _____