



APPLICATION FOR COMMERCIAL CREDIT: 30 DAY ACCOUNT

Business Structure: Company Partnership Sole Trader Trust

CUSTOMER ACCOUNT DETAILS (Hereinafter referred to as the "Customer")

1. Account Name:

ABN:

If Company, Registered Office:

2. Customer's Trading address:

3. Postal Address for Accounts:

4. Account Contact Inquiries Name:..... Title:.....

Telephone: Fax:

Email:.....

5. Are Trading Premises Owned? YES NO

or Leased? YES NO

Agent & Ph No.:

6. How long in Business years

7. Details of Credit Applicant Names of Directors*/Partners*/Proprietors* (* delete as appropriate)

.....
Name Residential Address Tel No. Drivers Lic No.

.....
Name Residential Address Tel No. Drivers Lic No.

.....
Name Residential Address Tel No. Drivers Lic No.

8. Trade References (Please supply min 3)

.....
Name Tel & Fax No Avg Monthly Purchase

.....
Name Tel & Fax No Avg Monthly Purchase

.....
Name Tel & Fax No Avg Monthly Purchase

9. Bank..... Branch:.....

We the customer acknowledge the following:

10. **Commercial Credit Terms of Trade.** To having received the Commercial Credit Terms which were attached to this application form

11. **Duty of Disclosure:** The customer warrants not to be in receipt of any information, notice or court proceedings that may lead to Bankruptcy, Appointment of an Administrator, Controller or Managing Controller, Receiver or Receiver Manager or Liquidator and that the customer does not intend to enter into any scheme of arrangement with creditors formally through a court or otherwise. Further, the Customer warrants that none of its directors have been a director of a company placed into liquidation or administration, or has been declared bankrupt or entered into an arrangement under the Bankruptcy Act 1966 (as amended).

THIS IS TO CERTIFY: That I/we have read, understand and accept the Commercial Credit Terms of Trade, and further acknowledge that I/we understand & accept paragraphs 10-11 above and that I/we are authorised to make this application on behalf of the Customer, and without undue pressure or unfair tactic, append my/our signature hereunto:

...../...../.....
SIGNATURE SIGNATURE

.....
NAME & TITLE NAME & TITLE



COMMERCIAL CREDIT - TERMS OF TRADE

Agreed Trading Terms: 30 Day Account

A reference to "the supplier" means Grenada Promotions. Please read the undermentioned terms carefully. If you do not understand these terms of trade you should seek legal advice.

1. The agreed trading terms are 30 days. That is; payment is due within 30 days from date of invoice.
2. The customer hereby agrees and acknowledges that at the absolute discretion of the Supplier, an account keeping fee of 2% per month will be levied on any or all amounts in default of the agreed trading terms.
3. The customer further agrees to indemnify the Supplier for any legal costs incurred by the Supplier (including but not limited to charges & commission charged by mercantile agents) in respect of this application, agreements, personal guarantees, securities given or other documentation required whilst credit is being offered in consequence of this application, and the Customer further agrees to indemnify the Supplier for any dishonoured cheque fees incurred and in the event that the Customer's account is in default of the agreed trading terms to indemnify the Supplier against its collection fees & legal costs.
4. The Supplier may withdraw credit facilities to the Customer at any time without notice. Without limiting the Suppliers rights to withdraw credit, the Supplier reserves the right to stop supply and place the account on hold until the account is returned to the agreed trading terms, and the Supplier agrees to recommence supply.
5. These terms of trade apply to all transactions from which the Customer is supplied goods and or services on credit. If any future contract between the Supplier and the Customer is inconsistent with these Terms of Trade, then these Terms of Trade will apply unless the subsequent contract refers to and specifically alters these Terms of Trade in writing.
6. Should there be any variation to any of the information supplied by the Customer in this application or in the structure of the Customer's business (such as a conversion to or from a company or trust or the appointment of new directors), the supplier shall be notified in writing. Until a new application form is signed and approved in writing by the supplier, then the original application and those person(s) who signed as guarantor(s) shall remain liable to the Supplier as though all goods and services were supplied to the original customer.
7. The supplier reserves the right to amend these trading terms, provided such amendments are conveyed to the Customer in writing. The customer further acknowledges that such writing will be by ordinary mail to the address set out in this Commercial Credit Application, unless the Customer advises in writing to the Supplier a new address, and this new address is acknowledged by return in writing by the Supplier.
8. The Supplier shall be entitled at any time to assign its rights under this Commercial Credit Application to its successors, nominated transferees or assigns, (including but not limited to, where applicable personal guarantees) and that these Terms of Trade shall not be in any way affected or discharged pursuant to such assignment.
9. **CAVEATABLE INTEREST CLAUSE.** In the event of Default of the agreed trading terms by the Customer, then the customer by its Director(s)/Proprietor(s)/Partner(s)/Individual(s) nominated on Page 1 of this application hereby charge all the Right, Title of Interest (if any) to any of all property(ies) owned or partly owned solely or jointly by the said Customer(s)/Director(s)/Proprietor(s)/Partner(s)/Individual(s) of Page 1 of this application in favour of the supplier, with the due and punctual observance and performance of all of the obligations of the Customer hereunder. Such customer acknowledges that the Supplier may at its discretion, register a caveat on such property in respect of the interest conferred on it under this clause. In the event that the Supplier is required to exercise its right under such clause, against the Customer, then the Customer grants to the supplier the right to appoint a Receiver and sell the property(ies).

10. **RETENTION OF TITLE:** Until ALL INVOICES are paid in full, and ALL MONIES receipted and cleared, ownership of the goods remain with the supplier, but risk passes to the Customer on delivery. Delivery shall occur if the Supplier or its agents delivers, on delivery, and or if the Customer or its Agent(s) takes delivery, at that point of delivery. Until the supplier is paid in full, the relationship of the Customer to the Supplier shall be fiduciary in respect of goods and the customer shall hold the goods as bailee only for the Supplier. The customer shall store the goods separately from its own until ownership has manifested in the Customer. Should the goods be on sold to a third party before payment, or in the event of the Appointment of an Administrator, Controlling Officer, Managing Director, Receiver or Receiver Manager, or entry into an Informal/Formal Deed of Arrangement under Bankruptcy Act of 1966 by the Customer, then the Customer hereby assigns to the supplier its rights of recovery of payment from a Third Party. The money(ies) resulting from the sale of the goods are to be specifically earmarked and placed in a separate account on trust for the Supplier, until payment in full is made to the Supplier for the cost of goods only, to guarantee clear passage of ownership to the third party innocent purchaser.
In the event the Customer is in default of the agreed terms, then the Customer without reservation grants rights of entry waiver to any of all properties under the Customer's control, where the goods are reasonably expected to be stored. The customer indemnifies and save harmless the Supplier, its servants or agents in relation to loss or damage as a result of retaking the possession of the said goods.
Further in the event the supplier exercises its right of retaking possession of the said goods, the Customer grants power of sale to the Supplier to resell the said goods and the Customer acknowledges that any shortfall owing after the said goods are resold will be the responsibility of the Customer.
11. **DELIVERY.** In the event of the Customer or the Customer's Agent is not on site to accept the delivery, then the delivery driver's signature denoting the time, date & place of delivery, shall be deemed to be acceptance of the said delivery. The date of delivery set out in the order form is made in good faith, but the performance of the supplier's engagement is subject to industrial disturbances, delay in transit, damage to goods in transit and other causes beyond the reasonable control of the supplier.
12. **SERVICE OF DOCUMENTS.** The customer acknowledges that service of all documents will be by a prepaid postal addressed envelope to the address nominated on the Commercial Credit Application form, unless a new address is provided by the Customer and such new address is acknowledged by return in writing by the Supplier.
13. **TELEPHONE ORDERS.** All telephone orders are to be confirmed in writing by the Customer.
14. **PRICE.** All goods are sold at the price current at time of delivery. The price of goods are at the Supplier's works. Costs and charges for freight and handling at time of delivery to the Customer or the Customer's agent are payable by the Customer unless otherwise stated on the order form/confirmation. Note: Pricing may vary from time to time subject to exchange rate variations and/or material increases outside the control of the supplier.
15. **FINANCIAL INFORMATION.** The customer agrees to provide financial information as is reasonably required by the Supplier from time to time, for the assessment of current or future credit limits only. The supplier and the customer further agree that such information shall be treated as strictly confidential and will not be disclosed to any third party(ies) without express written permission by the Customer.
16. **CREDIT CLAIMS.** It is the responsibility of the Customer to carefully inspect the goods immediately they are delivered. Credit Claims will only be recognised if made in the first instance by phone or mail, within 72 hours of receipt. Claims outside this period will be at the absolute discretion of the Supplier, and its decision is final and binding on the customer. All goods returned must be in original condition and packaging and complete in every detail.
17. **RETURN OR CANCELLATION OF GOODS ORDERED.** In the event the Customer elects to return goods or cancel an order, the Supplier at its absolute discretion reserves the right to charge a 15% handling fee of the amount involved or all costs incurred as at date of cancellation. No returns can be accepted without the consent of the Supplier. No returns will be accepted if goods have been decorated, imprinted.
18. **SPECIAL ORDERS.** Special orders, including but not limited to those imported from overseas will attract a 50% deposit. No returns will be accepted if goods have been decorated, imprinted.
19. **WARRANTIES.** All goods sold carry only such warranty, if any as is furnished by the manufacturer thereof, or as implied by law.
20. **DAMAGES.** The supplier shall not be liable for any amount greater than the sale price of the product originally supplied. Without limiting the meaning of this clause, the supplier shall not be liable for any claims, loss, expense whatsoever howsoever arising, or in the event in any way whatsoever for any contingent, consequential direct/indirect special or punitive damages arising in relation thereto, and the Customer acknowledges this express limit of liability and agrees to limit any claim accordingly. Further the Supplier, shall not be responsible directly or indirectly for any consequential loss or maintenance, use or operation of the product by the customer, or to any third party, or from any failure of the product whether defective or not.
21. **GST.** The supplier is required by law to pay Goods and Services Tax (GST) on any work, the subject of any order. Unless otherwise stated GST will be in addition to the estimate/quote provided.
22. **INSURANCE.** No insurance is provided by the supplier. The customer acknowledges that all insurance of all goods are the responsibility of the Customer at point of delivery.
23. **JURISDICTION.** The customer acknowledges that this contract shall be governed by the Laws of the State of New South Wales, and the customer hereby agrees to submit to the non exclusive jurisdiction of the Courts of New South Wales.