



Customer credit application for trade account

Business contact information

Contact name:

Phone:

Fax:

E-mail:

Address:

City:

State:

Postcode:

In business since:

ABN:

Sole trader:

Partnership:

Limited liability:

Other:

Business and credit information

Postal address:

City:

State:

Postcode:

Telephone:

Fax:

E-mail:

Bank name:

Bank Branch:

Phone:

City:

State

Postcode:

Business/trade references

Company name:

Company name:

Contact name:

Contact name:

Address:

Address:

City:

Postcode:

City:

Postcode:

Phone:

Phone:

Fax:

Fax:

E-mail:

E-mail:

Company name:

Company name:

Contact name:

Contact name:

Address:

Address:

City:

Postcode:

City:

Postcode:

Phone:

Phone:

Fax:

Fax:

E-mail:

E-mail:

Agreement

I declare that:

- 1) I am a person authorised to sign this application on behalf of this business
- 2) The above information is to the best of my knowledge true and correct
- 3) I agree to abide by the terms and conditions of sale as printed on page 2 of this application

Signatures

Signed: _____ Date: _____

Terms and Conditions

1. Evolution Safety Pty Ltd may in assessing my/our application for credit or if the application is accepted and subsequently any payment becomes overdue obtain personal information and seek from a credit reporting agency or other credit provider information about my/our credit arrangement and I/we understand that this information may include my/our credit worthiness, credit history or credit capacity that the credit providers are allowed to give or receive pursuant to the Privacy Act and Privacy Amendment Act.

2. The applicant(s) must inform Evolution Safety Pty Ltd in writing within seven (7) days of any change of his/her their business or corporate structure.

3. Evolution Safety Pty Ltd reserves the absolute right to refuse or withdraw the applicant(s) credit facilities at any time in the event that the applicant is in breach of these terms and conditions.

4. All contracts between Evolution Safety Pty Ltd and the Applicant shall be deemed to have been entered into in the State of Queensland and shall be construed according to the Laws of the State of Queensland.

5. PASSING OF PROPERTY AND RISK

(a) Goods supplied by a Seller to the Buyer shall be at the Buyer's risk immediately upon delivery to the Buyer, into the Buyer's custody or at the Buyer's direction (whichever happens first). The Buyer shall insure the goods from the time of that delivery at its cost against such risks as it thinks appropriate, shall note the interest of the Seller named in the relevant Sales Invoice on the insurance policy and shall produce a certificate to this effect to that Seller upon request.

(b) Property in the goods supplied by a Seller to the Buyer under these terms and conditions shall not pass to the Buyer until those goods and other goods have been paid for in full.

(c) Until the goods have been paid for in full:

1. the Buyer shall store the goods in a manner which shows clearly that they are the property of the Seller which supplied them; and
2. the Buyer may sell the goods, in the ordinary course of its business, as agent for the Seller and shall account to the Seller for the proceeds of sale (including any proceeds from insurance claims). These proceeds must be kept in a separate bank account.

(d) The Buyer irrevocably authorises each Seller at any time to enter onto any premises upon which:

1. the Seller's goods are stored to enable the Seller to: - inspect the goods; and/or - if the Buyer has breached these terms and conditions, reclaim the goods;
2. the Buyer's records pertaining to the goods are held to inspect and copy such records.

(e) The Buyer and each Seller agree that the provisions of this clause apply notwithstanding any arrangement under which that Seller grants credit to the Buyer.

(f) Each party consents to the other perfecting any security interest under this agreement which arises by operation of the PPSA in any property by registration under the PPSA and agrees to do anything reasonably requested by the other party to enable it to do so.

(g) The parties contract out of each provision of the PPSA which, under section 115(1) of that Act, they are permitted to contract out of, other than:

1. sections 117 and 118 (relationship with land laws); and
2. sections 134(1) and 135 (retention of collateral).

(h) Each party waives its right to receive each notice which, under section 157(3) of the PPSA, it is permitted to waive.

(i) Each party waives its rights to receive anything from any other party under section 275 of the PPSA and agrees not to make any request of any other party under that section.

6. I/We acknowledge that if the account is overdue, Evolution Safety Pty Ltd at its discretion, reserves the right to refer the account to a Mercantile Agency for Collection and I/we agree to be responsible to meet all reasonable costs and Commissions incurred in employing the said mercantile agent to collect the overdue account.

7. Any signatory for a proprietary Company applicant shall be personally liable for the due performance of the applicant's obligations as if the signatory was the applicant.

8. I/We acknowledge and agree that the terms of payment are STRICTLY NETT CASH 30 days from the date of the statement, and in the event the account becomes overdue, Evolution Safety Pty Ltd reserves the right to charge interest in accordance with the Penalty Interest Rates Act 1983.

I/We acknowledge that the information provided within this application has been read and understood by me/us, and I/we agree to be bound by the terms and conditions herein and printed on the back of this application. I/we declare that all the information is true and correct in every detail and I/we acknowledge that if credit is given, credit will be provided in reliance upon the information supplied by me/us herein.

9. A purchase order including purchase order number is required for all orders. No orders will be excepted without a purchase order number.

FREIGHT

Delivery, Metropolitan Area: Freight will be charged at \$20.00 (ex GST) for orders under \$1000 (ex GST). FIS for orders over \$1000 (ex GST).
Delivery outside Metropolitan Area: Will be consigned via customers' nominated carrier at their cost.

CLAIMS & RETURNS

No claims will be recognised unless made within 14 days of delivery.

Goods incorrectly supplied by Evolution Safety Pty Ltd; error must be reported within 14 days of receipt. Evolution Safety Pty Ltd will provide a Credit Return Authority Number and pay the return freight only if forwarded by nominated Evolution Safety Pty Ltd carrier.

Where an applicant wishes to return goods for any other reason than in -correct supply he must follow these procedures.

- a. Return must be arranged through an Evolution Safety Pty Ltd representative.
- b. A Credit Return Authority Number will be given
- c. Goods will only be accepted in a re-sellable condition.
- d. A re-stocking fee of up to 20% may be applied.
- e. Any goods returned must have freight pre-paid.
- f. Claims only recognised if made within 14 days of receipt.

The applicant must have proof of the goods returned to Evolution Safety Pty Ltd. e.g. a signed con note from the courier company used or a sig nature from an Evolution Safety Pty Ltd Sales Representative.

Guarantee

(To be completed where the applicant is a company)

In consideration of the provision of credit and the sale of goods and services to the customer I/we, being Director/s or other authorised officer/s of the customer named in the application for credit herein, hereby agree, by the execution of this application on behalf of the customer, to Guarantee to Evolution Safety Pty Ltd the due and punctual payment and performance by the customer of all moneys terms and conditions contained in these terms of trade to be paid observed and performed and I/we acknowledge that I/we shall not be released from liability under this Guarantee otherwise than by the payment in full of the moneys payable by and the performance and observance of all of the obligations of the customer under these terms of trade. This Guarantee shall be continuing and shall not be discharged by the winding up of the customer and shall bind the successors and legal personal representatives of the Guarantor.

I/We charge (and where this guarantee is executed by more than one person, jointly and severally charge) as beneficial owner all freehold and Leasehold in land which I/we now have or during the currency of this agreement may acquire.

DATED the _____ Day of _____ 20_____

SIGNED SEALED AND DELIVERED
by the said

(Printed name of Guarantor)

(Signature of Guarantor)

in the presence of

(Printed name of Witness)

(Signature of Witness)

(Address of Witness)

(Printed name of Guarantor)

(Signature of Guarantor)

in the presence of

(Printed name of Witness)

(Signature of Witness)

(Address of Witness)

CONTACT & OTHER DETAILS:

Nature of Business: _____

Number of Employees: _____ Approx. Yearly Sales: _____

Number of Sites: _____

PURCHASING:

Purchasing Manager Contact Name: _____

Order Number required: **Yes – at all times**

Contact Phone Number – Purchasing _____

Contact Fax Number – Purchasing _____

Email Address: _____

ACCOUNTS:

Accounts Payable Contact Name: _____

Contact Phone Number Accounts Payable: _____

Contact Fax Number Accounts Payable: _____

Email Address: _____

Internal use only			
Sales Region		Account Manager	
Industry Sector		Price Code	
Approved By		Credit Limit	\$

PLEASE RETURN COMPLETED FORM VIA EMAIL TO
SALES@EVOLUTIONSAFETY.COM.AU