

CREDIT APPLICATION

30 day account

Business Name

Type of Business ABN

Street Address

Postal Address

Telephone FaxEmail

Name of person/s or company owning business :

Full name/s, address/es of sole trader or partners in business or, if a company, full names and addresses of Directors

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Credit Required \$Accounts Payable contact person

Trade References

1. Name Address

Contact PersonPhone No.

2. Name Address

Contact PersonPhone No.

TERMS AND CONDITIONS

CLASSIC COLLAR & TRIMS PTY LTD (THE COMPANY)

DATE

1. These terms and conditions apply to all contracts for the sale of products by the company to its customers not withstanding any conditions to the contrary in any purchase order or otherwise except expressly agreed to in writing and acknowledged by the company.
2. Payment terms are strictly 30 days from end of month. The company shall be entitled to charge interest at the rate of 10% per annum or part of a month in respect of accounts overdue for payment.
3. Property of any goods supplied shall remain vested in the company and shall not pass to the customer or any other party until the invoice relative to such goods shall have been duly and fully paid. Notwithstanding the foregoing all parts and goods are at the risk of the customer from the time of supply.
4. The prices charged by the company shall be the prices applying at the time of delivery and not the time of the order.
5. Every care is taken to ensure that products supplied by the company are in good and usable condition. No claim to the contrary will be entertained unless in writing by the customer within seven (7) days of delivery to the customer.
6. The limit of any claim against the company shall be at the price for the product/s the cause of such claim and in particular no claim for consequential loss will be recoverable against the company.

This application is made by the Sole Trader/Partner/Directors referred herein and must be signed by all such parties. The signing parties hereby:

1. Personally warrant the accuracy of the information contained herein and undertake jointly and severally to indemnify the company against any loss or damage caused to the company by reason of credit having been granted on the basis of false or misleading information contained herein.
2. Acknowledge that the company's normal terms and conditions of trade will form part of any contract between the customer and the company and agree to adhere to and abide by such terms and conditions.
3. Acknowledge that personal guarantees may be required of the Directors of the applicant where it is a company.

4. Accept that by supplying any goods or services on credit the company shall be deemed to have accepted this application without any formal intimation.

Signature Full Name Witness

Signature Full Name Witness

DIRECTORS GUARANTEE

Name of Company

.....

Name of Directors

.....

1. The supplier has provided or is to provide credit facilities to the Company at the request of the Directors named above.
2. The Directors jointly and severally guarantee to the supplier the due performance by the Company to the supplier of whatsoever nature and howsoever arising.
3. The guarantee should be a continuing guarantee for the purport of securing the performance of the whole obligations of the Company.
4. The Directors may only be released from this guarantee in the following events:
 - a) By agreement of the supplier or,
 - b) By giving notice in writing to the supplier by certified mail of the renunciations of this guarantee which renunciation shall be effective of all facilities loan and accommodations provided to the company by the supplier on or after the date of the receipt by the supplier of such intimation, and not otherwise.
5. The Directors covenant with the supplier to indemnify the supplier in respect of all and any loss caused by the failure of the company to adhere to the obligations of the company to the supplier.
6. In the event of default of the part of the company the supplier shall be entitled any time thereafter to take action against any of the Directors to recover the whole or any part of monies outstanding to the supplier by the company irrespective of the taking or otherwise of any action against the company.

SIGNED sealed and delivered by each of the above Directors:

Name Signature

Name Signature

In the presence of: Name Signature

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