

# New Account Credit Application Form

Price Point Importers Pty Ltd

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Full Personal Name of Applicant (hereinafter called "The Applicant") Name: Shop Trading Name: Address:  ABN:	Phone:		
	Fax:		
	Mobile:		
	Email:		
	No. of years under present ownership:		
<b>Business Type</b> (please circle): Sole Proprietor / Partnership / Company / Trust			
Full Legal Name of the Business:  ACN / ABN:	Registered Company Address(if different from above):		
Bank:	Branch:		
Account No:			
<b>Owner / Director / Trustee (please circle)</b>			
Name:	Name:		
Private Address:	Private Address:		
Home Phone:	Home Phone:		
Drivers Licence No.	Drivers Licence No.		
<b>Special Instructions</b> (please advise if delivery, account address, PO Box etc is different from above)			
<b>Trade References MUST BE CURRENT.</b> (please include phone numbers)			
Name	Town/Suburb	Phone	Fax
1			
2			
3			

## Acknowledgement

### (For Trading Terms & Conditions see over)

The applicant consents to the information contained in this application being used for reference and/or credit reporting from time to time during the duration of this account and my/our agreement thereto is evidenced by my/our execution hereof. The Applicant also undertakes to promptly notify the supplier of any change of ownership in the Applicant.

The Applicant hereby applies for a credit account with the supplier and the Applicant acknowledges that it/I/we have read the trading terms and conditions numbered 1 to 4 attached to this application and that the Applicant fully understands and agrees to be bound by all of the said trading terms and conditions.

Full Name of applicant:
Signature of applicant:
Capacity of Signatory:

Full Name of applicant:
Signature of applicant:
Capacity of Signatory:

Witness Name:
Witness Signature:
Date Completed:

## Personal Guarantee

### (must be signed for approval)

In consideration of the Supplier granting a credit account to the Applicant at my/our request I/we, the undersigned, hereby jointly and severally agree to guarantee the prompt payment of any and all accounts for and monies due for goods supplied to the Applicant by the Supplier from time to time and I/we agree to indemnify the Supplier and keep it indemnified in respect of all liability that the Supplier will from time to time incur as a result of the Supplier supplying goods to the applicant pursuant to their terms of this credit agreement. I/we agree that the granting by the Supplier to the Applicant of additional time to pay monies due under this credit agreement or any other indulgence shall not affect our liability under this guarantee. We also acknowledge that the trading terms and conditions numbered 1 to 4 were attached to this application form at the time we executed this guarantee and that we have read and fully understand and agree to be bound by the same.

Name:
Address:
Signature:

Name:
Address:
Signature:

Date:

For Trading Terms and conditions see over

## TERMS & CONDITIONS

### 1. PAYMENT OF ORDERS/ACCOUNTS

All orders must be paid within 30 days of the date of Invoice ('the payment period') The Supplier is hereby irrevocably authorised to allocate the payment of any monies received from time to time from the Applicant towards any outstanding account incurred with the Supplier by the Applicant.

### 2. PROPERTY IN AND DELIVERY OF GOODS

(a) The goods supplied by the Supplier to the applicant shall be at the Applicants risk immediately on delivery to the Applicant or into the Applicant's custody or immediately upon delivery as directed by the applicant.

(b) Notwithstanding that the risk of loss or damage to the goods passes to the Applicant in accordance with subparagraph (a), property in and ownership of the goods shall not pass to the Applicant until payment in full for the goods has been received by the Supplier.

(c) Until payment in full of the goods shall have been received by the supplier, the applicant shall only hold the goods on a fiduciary basis as a bailee only for the supplier and the Applicant shall at its own expense keep the goods properly and safely stored separately from any other goods and stock of the Applicant and any other third party and in such a way as the goods shall be readily identified as the goods of the Supplier and the applicant shall not, subject to subclause d(i), pledge, mortgage, charge or part with the goods or attempt to do so without the prior written consent of the Supplier.

(d)(i) Notwithstanding that the property in the Goods has not passed the Applicant, the Applicant may resell the goods or any part thereof in the name of the Applicant but only as agent for the Supplier and may deliver and such goods to the buyer of them but only on terms which will not prejudice the Suppliers ability to obtain the sale proceeds thereof.

(ii) Any amount paid by the buyer of such goods from time to time to the Applicant (hereinafter referred to as "the sale proceeds") shall be held by the Applicant in trust for the Vendor, banked in a separate bank account relating only to the sale proceeds of the goods of the Supplier under this and/or other contracts between the Supplier and Applicant and shall be forwarded as soon as possible after receipt to the Supplier.

(iii) If and when the full amount of the price of the goods has been received by the supplier, any further part of the price received by the Applicant upon any resale by ii of the goods may be retained by the Applicant as its commission for effecting such sale as agent for the Supplier.

(e) An act of default of this contract shall be deemed to occur in the event of any of the following:

(i) The Applicant failing to make payment in full for the goods within 30 days from the date hereof,

(ii) The Applicant, if required herein, failing to insure the goods from the date of delivery thereof by the Supplier & to provide evidence of such Insurance to the supplier

(iii) Any distress or execution being levied upon the Applicants goods or property,

(iv) The Applicant, being a company, becoming unable to pay its debts as they fall due, offering to enter into any scheme of arrangement with its creditors, the passing by the Board of Directors of the Applicant of any resolution to wind up the Applicant, the filing of any portion to wind up the Applicant or the appointment of an administrator or receiver/manager in respect of the Applicants affairs.

(v) The Applicant, in the case of a natural person, being declared bankrupt, (any such acts collectively hereinafter referred to as "an Act of Default"). Immediately upon the Applicant committing and Act of Default any right of the Applicant to sell goods in which the title to property remains vested in the Supplier shall cease forthwith and the Applicant shall upon the happening of any act of default immediately place all of the goods then remaining in its possession or under its control at the disposal of the Supplier and the Supplier is hereby irrevocably authorised by the Applicant to nominate a person to enter the Applicant premises during normal business hours for the purpose of repossessing such of the goods still in the possession or under the control of the Applicant and where necessary to use no more than reasonable force to liberate and take possession of the goods. Where the goods are stored in a warehouse conducted by a person other than the Applicant immediately upon committing any Act of Default the Applicant shall be deemed to have irrevocably appointed the Supplier the attorney of the Applicant with the authority in the name of the Applicant to direct the warehouseman whether or not the Payment Period has expired and the Supplier shall be at liberty to resell the goods after repossession of the same pursuant to this clause.

(f) Until the full amount of the price of the goods is received by the Supplier the Applicant:

(i) Shall maintain and keep full and up to date records of the goods supplied by the Supplier including those goods on-sold by the Applicant,

(ii) Hereby irrevocably authorises the Supplier to enter its premises during normal business hours from time to time to inspect the residue of the goods remaining unsold by the Applicant, the Applicants records relating to the goods and also to inspect the accounts including bank accounts proceeds of sale of the part of the goods already sold are by this clause required to be deposited pending payment to the supplier.

### 3. RETURNS AND CREDIT

Any goods purchased by the Applicant from the Supplier may only be returned to the supplier where notification of the proposed return of the goods is received within seven(7) days of the date of delivery of the goods to the Applicant and the Supplier has agreed in writing to accept the return of the goods and the goods are returned in good condition at the expense of the applicant.

### 4. MISCELLANEOUS PROVISIONS

(a) It is expressly agreed that any dispute arising from or in connection with this agreement shall be subject to the Jurisdiction of the Courts and Laws of the state of Queensland or at the option of the supplier in the state which the supplier carries on its business or has its principal office

(b) Freight costs and in-transit insurance are the responsibility of the Applicant and are not included in the Invoice price of the goods.

(c) The Applicant warrants that the goods for which the credit is hereby applied are acquired solely for commercial sale and are not acquired by the Applicant for his/her/its personal or private domestic use.

(d) The word 'goods' wherever used in these terms and conditions shall be deemed to refer to any goods obtained by the applicant from the Supplier from time to time pursuant to this agreement.

#### **IMPORTANT NOTICE TO THE APPLICANT FOR CREDIT (SECTION 18E (8) (c) Privacy Act 1988) Please Read Carefully**

The Supplier may give information about you to credit reporting agency, but only limited kinds of information allowed by the Privacy Act. This includes: Identity Details- this only includes your name, sex, date of birth, current known address, two immediately previous addresses, your current or last known employer, your drivers licence number, the fact that you have applied for credit and the amount, the fact that the Supplier is a credit provider for you, payments overdue for at least 60 days which the Supplier has taken steps to recover, advise that payments are no longer overdue, cheques drawn by you which have been dishonoured more than once, the opinion of the Supplier that you have committed a serious credit infringement and when the credit provided to you has been discharged.

The Applicant hereby irrevocably authorises (a) the Supplier from time to time, in order to assess any application for credit, to obtain information about the Applicant from any credit provider named in this application, (b) to obtain a credit report in respect of the Applicant from any credit agency and (c) to provide any information contained on this credit application form and also details in respect of details of the performance of the Applicant in compliance with the Trading Terms and Conditions herein to other credit providers and/or credit agencies.