



Unit 2, 33-37 Victoria Street
 SMITHFIELD NSW 2164
 ABN 36 131 743 176
 Ph: 02 9757 2155 Fax: 02 9757 3148
sales@awpackaging.com.au

APPLICATION FOR CREDIT ACCOUNT

TO: A & W Packaging Pty Ltd ABN 36 131 743 176 ("Supplier")

A. PARTICULARS OF CUSTOMER

If a company insert ACN/ABN here

*ACN _____ / _____ / _____

*ABN _____ / _____ / _____

CORPORATE STRUCTURE

- Proprietary Limited Company (Pty Ltd)
- Limited Company (Ltd)
- Partnership
- Sole Trader
- Trust

1. Customer/Trading/Business Name: _____
 2. Trading/Business Proprietors: _____
 3. Business Address: _____ Postcode _____
 4. Postal Address: _____ Postcode _____
 5. Address for Deliveries: _____ Postcode _____
 6. Contact No: _____ Fax No: _____ E-mail _____
 7. Accounts Payable Contact: _____ Tel No: _____ Mb No: _____
 8. Purchasing Contact: _____ Tel No: _____ Mb No: _____
 9. ◆ Names of Proprietors: _____ Ph No. _____ Drivers Licence No. _____ Date Of Birth _____
- | | | | |
|-----------|-------|-------|-------------------|
| (1) _____ | _____ | _____ | _____/_____/_____ |
| (2) _____ | _____ | _____ | _____/_____/_____ |
| (3) _____ | _____ | _____ | _____/_____/_____ |

B. ADDITIONAL INFORMATION

1. Who was your previous supplier? _____
 2. Estimated monthly purchases: \$ _____ per month
 3. Credit limit Required: \$ _____
 4. Bank Details *(Principal Bank if more than one)*
- | | | | |
|-----------------|--------|-------|----------------|
| 5. Name of Bank | Branch | BSB | Account Number |
| 6. _____ | _____ | _____ | _____ |
7. Trade References *(provide details for 3 referees with whom the Customer is currently trading on an account basis i.e. not COD)*
- | | | | | |
|-----------|----------------|-------|-----------|---------|
| Name | Contact Person | State | Phone No. | Fax No. |
| (1) _____ | _____ | _____ | _____ | _____ |
| (2) _____ | _____ | _____ | _____ | _____ |
| (3) _____ | _____ | _____ | _____ | _____ |

8. Business Premises: _____ (please tick) Owned Leased/Rented
9. Name of Landlord: _____ Contact Ph No: _____
10. Contact details of Accountants:
Name _____ **Phone No.** _____

C. AGREEMENT between the Credit Applicant and the Credit Provider

The Customer:

- a) I/We hereby apply for a credit account and provide the required information in support thereof.
- b) I/We understand that the normal trading terms are strictly 30 days, and payment is due by the end of the month following the month of delivery.
- c) I/We undertake to pay all accounts on the due date and acknowledge that if the account becomes overdue, it is automatically suspended until brought within the agreed trading terms.
- d) Applies to the Supplier for a credit facility (or a continuation of) and, if written approval is given by the Supplier.
- e) **I/We agree to acknowledge and accept the Terms and Conditions of Sale of A & W Packaging Pty Ltd. Specific note is taken of section 6 relating to retention of title.**
- f) Agrees that the Supplier may withdraw further credit at any time without notice.
- g) I/We agree that A & W Packaging Pty Ltd may give and seek from credit providers named in this application, and any credit providers that may be named in a credit report issued by a credit reporting agency, information about my/our credit arrangements. I We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act (Section 18N (1) (b) Privacy Act 1988.

D. SIGNATURE

Signature: _____ Date: ____ / ____ / ____

Full name of Proprietor: _____

Witness (sign here): _____ Date: ____ / ____ / ____

Full Name of Witness: _____

OFFICE USE ONLY

Approved by:

Credit Manager Sales Manager General Manager

Sign here: _____ Date ____ / ____ / ____

Comments

Approved Credit Limit: \$:

Letter of Approval Sent to Customer on

Payment Terms:

____ / ____ / ____

New Account No:

E. DIRECTORS GUARANTEE

IF APPLICANT IS A PROPRIETARY LIMITED COMPANY, THIS PERSONAL GUARANTEE MUST BE COMPLETED BY TWO DIRECTORS.

We, the said _____ and _____
(Name of Director) (Name of Director)

Company Directors in consideration of **A & W PACKAGING PTY LTD**
granting credit to _____ **(The Debtor)**

HEREBY JOINTLY AND SEVERALLY guarantee to the creditor the due payment of all amounts owing by the debtor and IT IS AGREED that this guarantee shall be a continuing guarantee and shall not in any way be waived or affected by any time or indulgency granted by the Creditor to the Debtor.

Dated this _____ day of _____ 20

SIGNED by the said _____ and _____
(Name of Director) (Name of Director)

Directors Signature _____ **Directors Signature** _____

Witness' Signature _____ **Witness' Signature** _____

TERMS AND CONDITIONS OF SUPPLY FOR CREDIT ACCOUNTS

1. ORDERS

Any provision of a particular order of the Customer, which is inconsistent with or additional to these Terms and Conditions, is excluded from contracts between the Supplier and the Customer.

2. PRICE

The list price of goods supplied to the customer is exclusive of the goods and services tax ("GST").

The supplier may recover from the customer the amount of such GST in addition to and at the same time and in the same manner as the customer is obliged to pay the list price for that supply of goods.

In addition to a variation to the amount payable by the customer under clause 2.2, the supplier may vary the list price of goods supplied to the customer by giving written notice of variation.

A variation under clause 2.3 will not apply to goods ordered before the date of receipt by the customer of written notice of variation.

Any rebates, discounts or other reductions in price calculated by reference to the sales value to which the customer is entitled or which are granted by the supplier are to be calculated on the list price, that is after excluding any amount in respect of the GST payable by the supplier on the relevant sales.

3. DELIVERY

Delivery of the goods to the Customer occurs when actually delivered by the Supplier, regardless of whether the Customer accepts delivery.

Any time, which the Supplier quotes, for delivery is an estimate only.

The Supplier may cancel the order if it determines that it will be unable to deliver the goods within a reasonable time.

The Customer shall have no claim against the Supplier if the Supplier cancels the order or fails to deliver (for any reason) the goods, or if there is a delay in delivery of the goods.

The Customer must accept, in fulfillment of its order, delivery of plus or minus 10% of the quantity specified in its order and must pay for the quantity actually delivered.

4. PAYMENT

The Customer must pay for the goods in full according to the agreed terms.

The Supplier may require the Customer to pay cash in full prior to delivery if in the Supplier's opinion the credit worthiness of the Customer becomes unsatisfactory.

If the Customer has not paid in full by the due date, the Supplier may:

- (a) Charge the Customer interest on the overdue monies from the date of delivery of the goods until paid in full. The interest rate may be set by the Supplier without prior notice to the Customer at such rate as the Supplier may from time to time determine;
- (b) Pursue an action for the price of the goods for which payment has not been made, even though property in the goods remains with the Supplier.

The Customer must pay the Supplier in full for the goods delivered even if:

- (a) there was a delay in delivery of the goods;
- (b) The Customer disputes the quality, quantity or condition of the goods delivered.

All payments must be made in Australian dollars.

The Customer must pay to and indemnify the Supplier against all costs and expenses incurred by the Supplier in connection with:

- (a) default by the Customer under these Terms and Conditions;
- (b) the recovery of any monies due and payable but unpaid by the Customer; and
- (c) The exercise or attempted exercise by the Supplier of any power conferred on it by these Terms and Conditions.

5. RISK

The risk of loss or damage to the goods shall pass to the Customer on delivery.

6. TITLE

Until the Customer has paid for the goods in full and also paid all other monies due and payable to the Supplier by the Customer:

- (a) property in the goods shall remain with the Supplier;
- (b) the Customer shall hold the goods as bailee;
- (c) The Customer shall store the goods in a way that clearly indicates the Supplier's title to the goods.

If the Customer sells the goods to its customers the Customer, in its position as a fiduciary, assigns to the Supplier the benefit of any claim against the customers and shall hold on trust and account to the Supplier for all proceeds of sale.

This clause shall apply even though the Supplier may give credit to the Customer.

7. RIGHT OF ENTRY AND RESALE

If the Customer:

- (a) (being a natural person) commits an act of bankruptcy;
- (b) (being a corporation) does anything which entitles anyone to apply to wind up the Customer or an administrator or receiver or receiver and manager of the Customer is appointed;
- (c) breaches any of these Terms and Conditions, the Supplier may take possession of and resell the goods.

The Customer authorises the Supplier to enter premises where the goods may be located to take possession of the goods. The Customer indemnifies the Supplier against all claims arising out of the entry by the Supplier to premises to take possession of the goods.

8. RETURN OF GOODS

Unless there is a specific agreement to the contrary, the Supplier is not obliged to accept the return of or allow any credit for goods not sold by the Customer:

- (a) by the use-by-date for the goods; or
- (b) which are damaged, unless:
 - i. a claim that the goods were damaged is notified in writing by the Customer to the Supplier within 5 business days after the Supplier tendered delivery of the goods to the Customer; and
 - ii. the goods returned by the Customer are accompanied by advice of the Supplier's original invoice number; and
 - iii. the goods were damaged at the time the Customer took delivery of the goods from the Supplier.

9. LIABILITY

All conditions and warranties expressed or implied by law, custom or otherwise are expressly excluded to the extent permitted by law. Where so permitted, the liability of the Supplier for a breach of a condition or warranty, that cannot be excluded, is limited, at the Supplier's option, to the replacement of the goods or the supply of equivalent goods, or the cost of replacing the goods or acquiring equivalent goods.

So far as the law permits, the Supplier shall not be liable for any loss which may be suffered by the Customer for any reason, including, but not limited to, delay, negligence or any act, matter or thing done or permitted or omitted to be done by the Supplier.

10. NOTICE

Any notice to be given by the Supplier or the Customer to the other must be in writing and may be given by facsimile, post or hand delivered to the other's business address as last known to the party giving it.

A notice:

- (a) given by facsimile shall be deemed to be given on the business day following the day it is sent;
- (b) sent by pre-paid post shall be deemed to be given on the business day following the day on which it was posted;
- (c) delivered by hand shall be deemed given when delivered.

11. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement or contract between the Supplier and the Customer for the supply of goods by the Supplier in addition to any written agreement between the supplier and the customer signed by an authorised representative of each party.

The Customer acknowledges that neither the Supplier nor anyone purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in writing, whether as to the fitness of the goods for any particular purpose or any other matter.

The Supplier may later these Terms and Conditions:

- (a) without notice if done so at the request of the Customer, or the Customer is in default of any of these Terms and Conditions;
- (b) in any other case, on giving seven (7) days prior written notice to the Customer.

12. GOVERNING LAW

These Terms and Conditions shall, at the sole election of the Supplier, be governed by and construed in accordance with the laws either of the State in which the goods were produced or the State in which the Customer took delivery of the goods, and the Supplier and the Customer submit to the jurisdiction of the Courts of such of those States as may be selected by the Supplier.