



Commercial Shade Sails Pty Ltd

33 Lyndhurst Terrace,
Caboolture, QLD, 4510

0410 45 44 38
info@commercialshadesails.com.au

CommercialShadeSails.com.au

ABN: 99 618 890 010

CREDIT APPLICATION FORM

Business Details

Company Name: ABN/ACN No:

Trading Name:

Sole Trader: Partnership: Company: Premises Owned: Leased:

Business Address:

Postal Address:

Phone: Fax: Mobile:

Email: Web:

Contact Person: No of Employees: Years in Business:

Owners / Directors Details

1. Full Name: Phone No:
Address:

2. Full Name: Phone No:
Address:

3. Full Name: Phone No:
Address:

Trade References (application cannot be processed if email addresses are missing)

1. Business Name: Email:
Address:

2. Business Name: Email:
Address:

3. Business Name: Email:
Address:

I/We hereby make an application for credit with Commercial Shade Sails Pty Ltd and state and acknowledge the following:

- a) The information contained herein is true and correct.
- b) I/We fully understand accounts are conducted on a strictly 30 day net basis as agreed.
- c) I/We acknowledge that ownership of goods supplied shall be the property of Commercial Shade Sails Pty Ltd until full payment is made.
- d) I/We agree with Commercial Shade Sails Pty Ltd terms of trade.
- e) I the undersigned agree to be responsible personally for all debt payable to Commercial Shade Sails Pty Ltd from this account.

Do you provide Commercial Shade Sails Pty Ltd with permission to perform a credit history check on both the business name and all Owners/Directors? Yes No

Name: Signature: Date:

Witness: Signature: Date:

TERMS AND CONDITIONS

1. TRADING TERMS

The customer shall make payments for goods supplied in full to Commercial Shade Sails Pty Ltd ("CSS") without deduction or demand within 30 days from the end of the month. Time is of the essence regarding the making of all payments and where accounts are 30 days overdue, interest will be payable by the customer on all amounts overdue from the invoice date until the date that payment is received at the rate of 1.5% per month, calculated daily. The customer is liable for all costs incurred in recovering all amounts owing at any time (including but not limited to legal costs on a full indemnity basis).

An early payment discount of 5% is offered on invoices where payment is received within 14 days of invoice date (only applicable on accounts paid up to date). This discount does not apply to freight charges.

Payment of accounts using a credit card, will be charged a 1.25% transaction fee.

CSS, at its discretion, reserve the right to either withdraw or alter these credit terms, and will advise the customer in writing of these changes.

2. PRICE

2.1 All quoted prices exclude delivery charges and are subject to Goods and Services Tax, which, where applicable, must be paid by the customer on receipt of a valid tax invoice.

2.2 The prices shown in the price list are subject to change without notice.

3. ORDERS

All orders made by the customer must be in writing however, CSS has the right to suspend supplying goods to customers with overdue accounts. Once an order is accepted by CSS, the order may be altered or cancelled only if such alteration or cancellation is accepted by CSS in writing. The customer will be liable for any costs incurred by CSS before the alteration or cancellation has been accepted and in the event that the alteration or cancellation is not accepted, CSS will be entitled to receive payment of the purchase price in accordance with these terms and conditions.

4. PROPERTY AND RISK

4.1 All risk in the goods shall pass to the customer upon delivery to either the Customer or to the first carrier commissioned by the Customer.

4.2 Notwithstanding anything contained herein, property in and legal title to the goods does not pass to the customer until payment of all debts owing to CSS by the customer is received by CSS in full and in cleared funds.

4.3 Until the property in and legal title to the goods has passed to the customer, the customer must store the goods separately and apart from its own goods and those of any other person or company. CSS is entitled to re-take possession of all goods delivered until such time that all debts owing to CSS by the customer have been paid in full. Until the payment of all such debts, CSS may, at its discretion, without further notice and without prejudice to any other of its rights, enter onto the customer's premises (without any liability for any loss or damage) re-take possession of the goods and re-sell them. In the event that the customer sells or parts with possession of the goods prior to title in the goods passing to the customer, the customer agrees to hold as trustee for CSS, **in a separate trust account**, so much of the consideration received by the customer from the third party that relates to the said sale or passing of the goods that is equal to the amount then owing by the customer to CSS in respect of those goods.

4.4 Notwithstanding the foregoing, the customer shall be responsible for the goods until payment in full is made to and received by CSS, and the customer shall indemnify CSS for any damage, destruction, depreciation and diminution in the value of the goods during the period the customer is responsible for the goods.

4.5 The provisions of this clause will apply despite any arrangement under which CSS provides credit to the customer and these provisions will prevail to the extent of any inconsistency with any other agreement or arrangement entered into by the customer and CSS.

5. DELIVERY

5.1 The customer will be responsible for paying all delivery costs and will be advised of the applicable rates from time to time.

5.2 CSS will make every possible effort to deliver orders in the shortest possible time however, CSS is not liable for failure to deliver or delay of delivery of any order with a given date. Delivery dates are an estimate given in good faith by CSS, but in no case shall be binding.

6. LIMITATION OF LIABILITY AND CLAIMS

6.1 All terms, conditions, warranties, undertakings, inducements or representations relating to the goods supplied whether express, implied, statutory or otherwise are excluded to the maximum extent permitted by law. Notwithstanding the limitation contained herein, CSS acknowledges that legislation, including the *Trade Practices Act 1974*, as amended or replaced, may imply warranties or impose obligations upon CSS which cannot be excluded, restricted or modified or which cannot be excluded, restricted or modified except to a limited extent. These terms and conditions are to be read subject to any such statutory provisions provided that where CSS is entitled to do so, its liability will be limited to one or more of the following as CSS may decide:

- (i) the replacement of the goods or the supply of equivalent goods; or
- (ii) the repair of the goods; or
- (iii) the payment of the costs of replacing the goods or of acquiring equivalent goods; or
- (iv) the payment of the cost of having the goods repaired.

6.2 Without limiting the generality of any other provision of these terms and conditions but subject to the above, CSS is not under any liability to the customer or to any other person in respect of any loss or damage however caused, which may be suffered or incurred or which may arise either directly or indirectly in respect of the supply or installation of the goods or any ancillary services and the customer shall indemnify CSS for any claims made by third parties for whatever reasons in relation to the goods.

6.3 No claims or damages will be recognised after seven days of delivery.

7. WAIVER

Failure or neglect by CSS to enforce at any time the provisions hereof shall not be construed nor shall be deemed to be a waiver of CSS' rights nor in any way affect the validity in whole or in part of these terms and conditions nor prejudice CSS' rights to take subsequent action.

8. SEVERABILITY

In the event that any provision or part thereof in these terms and conditions is or is found to be invalid or unenforceable then such provision shall be read as valid to the extent permitted by law and if the provision as a whole is invalid such invalidity or unenforceability will not affect the validity or enforceability of the other provisions of these terms and conditions.

9. JURISDICTION

These terms and conditions shall be governed by and interpreted in accordance with the laws of the State of Queensland and the parties shall submit to the non-exclusive jurisdiction of the courts of the State of Queensland.

10. ENTIRE AGREEMENT

These terms and conditions contain the entire understanding of the parties with reference to the subject matter and there is no other understanding agreement warranty or representation whether express or implied in any way extending defining or otherwise relating to the provisions hereof and any modification or amendment to these terms and conditions must be agreed to in writing by CSS by a duly authorised signatory otherwise it will not be binding upon CSS.

11. CREDIT

11.1 The customer and where the customer is a corporation, its officeholders consent that CSS may make credit enquiries of both a commercial and consumer nature in relation to the credit rating for the customer (and its officeholders), and consents to any person so contacted to divulge all necessary information to CSS for the purposes of CSS determining the credit rating of the customer (and/or its officeholders).

11.2 The application signed by the customer shall be deemed to be full authority by the customer and the officeholders for the divulgence of such information, but in the event that it is necessary, the customer and/or the officeholder shall sign such further or other documents as may be required to enable the information to be provided.

I/We of agree to the above Terms and Conditions as specified by CSS and acknowledge that they shall apply to every order for goods that I/We may place.

..... Signature