

OFFICE USE ONLY

Credit account approved: ☐ Yes ☐ No

Amount: \$ _____

Credit terms: 30 days from invoice

Insurance / credit check complete: ☐ Yes ☐ No ☐ Green light ☐ Red light

Sales name: _____

Director name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

BUSINESS DETAILS

TYPE OF CORPORATE STRUCTURE:

1.0 ☐ Trust

Name: _____

ABN: _____

Type of Trustee:

☐ Company

Name: _____

ACN: _____

☐ Sole Trader

Name: _____

ABN: _____

☐ Partnership

Name: _____

ABN: _____

2.0 ☐ Company

Name: _____

ABN: _____

ACN: _____

BUSINESS DETAILS (continued)

3.0 ☐ Sole Trader

Name: _____
ABN: _____

4.0 ☐ Partnership

Name: _____
ABN: _____

Street address: _____

Mailing address: _____

Contact name: _____

Phone: _____ Mobile: _____ Fax: _____

Email: _____

OWNERS / DIRECTORS INFORMATION

(1) Name: _____ DOB: _____

Private address: _____ Driver's license: _____

(2) Name: _____ DOB: _____

Private address: _____ Driver's license: _____

(3) Name: _____ DOB: _____

Private address: _____ Driver's license: _____

(4) Name: _____ DOB: _____

Private address: _____ Driver's license: _____

BUSINESS DETAILS (continued)

DELIVERY INFORMATION

Delivery address: _____

Contact name: _____

Phone: _____

Email: _____

Fax: _____

Exchange pallets: ☐ Yes ☐ NoPallet account: ☐ Chep ☐ LoscamPallet type accepted: ☐ Chep ☐ Loscam ☐ Skid ☐ AnyDelivery type: ☐ Forklift ☐ Tailgate required ☐ Hand unload ☐ Other

ACCOUNT INFORMATION

Contact name: _____

Phone: _____

Email: _____

Fax: _____

APPLICANTS FINANCIAL DETAILS

Business premises: ☐ Owned ☐ Leased

Date business commenced: _____

Bank: _____

Branch: _____

GENERAL ACCOUNT DETAILS

Type of account: ☐ Credit (to be determined by company)☐ C.O.D.

TRADE / BUSINESS REFERENCES:

Company name	Company address	Phone	Fax
1			
2			
3			

PERSONAL GUARANTEE - MUST BE SIGNED BY ALL OWNERS / DIRECTORS

I / we understand the trading terms as explained to us by the Vendor. I /we guarantee payment of any and all accounts for goods purchased by the above company together with any legal or out of pocket expenses associated with collection of any outstanding monies. I / we understand this guarantee binds me personally.

Signed: _____
Name: _____
Date: _____
Witness: _____

Signed: _____
Name: _____
Date: _____
Witness: _____

TERMS OF SALE

1. In requesting the above credit facilities I / we place on record that I / we hereby agree that unless specifically amended in writing by the company, the general condition of the sale detailed overleaf on each page shall apply to all business transactions with the company in addition to such other conditions as may be specified by any other individual associated company.
2. We choose as our street address for service of all notices and processes to the street address listed above.
3. The signatory to this document agrees that by his / her signature hereto, he / she not only binds the customer for whom he / she purports to act, but in addition thereto binds himself / herself personally as guarantor for and co-principal debtor in solidum with the customer for the due and proper discharge of all such customers past, present and future obligations to the company and associates of the company.
4. The person signing as "authorised signatory" for the customer warrants the he is duly authorised to sign this contract on behalf of the customer failing which he / she shall be held personally liable for all amounts due in terms of this contract.

CONDITIONS OF SALE

FLL Import Export Pty Ltd ("the Company") sells the goods to the customer for the purchase price on the following terms and conditions (save the extent expressly otherwise agreed to in writing).

1. PAYMENT

- a. The First Order must be paid upfront by : Cheque/Visa, Cash or Direct Deposit unless notified otherwise.
- b. The purchase price shall be payable without deduction by the agreed credit terms as set out by the supplier.
- c. Should any amount payable by the customer to the company, whether hereunder or otherwise, not paid on the due date:
 - i. All amounts payable by the customer to the company, whether hereunder or otherwise, shall immediately become due and payable
 - ii. Interest at 2% per month shall be payable on such amounts; and
 - iii. The company shall be entitled to suspend performance of any obligation owned by it, pending payment of such amounts

2. ALTERATION IN RULING PRICES

The prices stated overleaf are those ruling at the date of hereof and the company reserves the right to invoice at the price ruling of date of delivery.

3. RESERVATION OF OWNERSHIP

Ownership of the goods shall not pass to the customer before all amounts payable by the customer hereunder have been paid.

4. RISK

The risk of the goods shall pass to the purchaser as soon as the goods have left the company's premises.

CONDITIONS OF SALE (continued)

5. DELIVERY OF GOODS

- a. Unless the parties otherwise agree, the customer shall take delivery of the goods at the company's premises and return it to such premises in the event of termination of the contract:
 - i. The company and Customer will make arrangement on delivery charges based on company policies
 - ii. The customer shall be responsible for receiving and unloading the goods and checking it in the presence of the deliverer and in the event of shortage or damage the delivery note must be endorsed accordingly. In addition separate written notification to be delivered by hand, email or registered post must be given to the company within one week of delivery. Claims cannot be recognised unless this actions has been taken and the company's liability in this respect is limited accordingly
 - iii. If the customer is not present at the agreed place of delivery, delivery may nonetheless be affected by offloading the goods and there and the above provisions regarding separate written notification of shortages or damage, and recognition of claims shall apply

6. INDULGENCES DO NOT CONSTITUTE WAIVER OF RIGHTS

Any indulgence that may be shown by the company to the customer shall not constitute a waiver of any of the company's rights.

7. CLAIMS

- a. In the event of the goods being defective or unsuitable in the breach of 5(a) above the company shall, as its option:
 - i. Repair or replace; or
 - ii. Refund a proportionate share of the purchase price in respect to the defective or unsuitable portion of the goods against return of such portion, provided by written notice specifying the defects of unsuitability is given to it within one month of delivery of goods (or within one week if 5 (a) above is applicable, i.e. goods found on delivery to be damaged) on the customer shall not be entitled to any other relief from the company
 - iii. The proportionate share in 7 (a) (ii) shall be at the discretion of the company

8. DANGER TO THIRD PARTIES

If at any time a defect that could give rise to a claim against the company by a third party should become visible in the goods, the customer shall take immediate steps to eliminate this danger on an interim basis and shall forthwith notify the company by registered post, email or letter delivered by the hand of danger.

9. VERBAL AGREEMENTS

This contract shall constitute each and all of the conditions of sale. The company reserves the right to decline to recognise any verbal arrangements not recorded in writing and signed by parties, whether such arrangements are made before, at or after the time the contract is entered into and whether they would have the effect of adding to or amending or cancelling this contract.

10. WARRANTIES & REPRESENTATIONS

- a. The company warrants and represents that the good is:
 - i. Suitable for the purposes which it is normally used, and
 - ii. Free of any defects, excluding latent defects

CONDITIONS OF SALE (continued)

- b. In the absence of written agreement to the contrary including an express negation of this clause, the company does not warrant or represent:
 - i. The suitability of the goods for any special purposes for which the customer may require it; or
 - ii. The accuracy, correctness, feasibility, safety and/ or practicality of any advice, information, drawings, designs or specifications furnished by it in respect of the goods including in particular information regarding its characteristics and capabilities, such latter information being intended to be approximate only
- c. It is recorded that no warranties or representations other than these recorded herein have been given or made in connection with this sale.

11. CANCELLATION

If the customer breaches any of these conditions in any way whatsoever and howsoever arising or circumstances obtained by virtue of which the customer could be placed in liquidation or sequestration or the customer is placed under Judicial Management, or ceases to carry on business, the Company shall be entitled to cancel this sale without notice and take repossession of the goods sold.

12. LEGAL COSTS IF THE CUSTOMER DEFAULTS

The customer shall pay any legal costs, including attorney and client costs, tracing costs and collection commission, incurred by the Company as a result of a breach hereof by the Customer.

13. MAGISTRATE'S COURTS TO HAVE JURISDICTION

The plaintiff or applicant in any proceedings arising out of or in connection with this contract shall be entitled, but not obliged, to institute such proceeding in the Magistrate's Court.

14. DOMICILIUM

The customer chooses Domicilium Citandi et Executandi as its address stated overleaf.

15. THESE CONDITIONS APPLY TO FUTURE CONTRACTS

In the absence of express agreement to the contrary, these conditions shall apply to any future sales by the Company to the Customer.

- a. A Portion of a month shall be charged as a full month unless otherwise stated:
- b. Interest at **TWO PERCENT (2%)** per month shall be payable on any overdue amount.

APPLICANTS ACKNOWLEDGEMENT

☐ I / we consent to the supplier obtaining information from the above mentioned referees in support of this application.
All information, as supplied is correct to the best of my / our knowledge.

☐ I acknowledge that I have read and agree to the above Terms and Conditions.

Credit Limit: \$

Credit Term: **30 days of Invoice**

Signed:

Date:

Name:

Position: