

PRIVATE AND CONFIDENTIAL



CREDIT APPLICATION AND SUPPLY AGREEMENT 30 DAY ACCOUNT

**THIS DOCUMENT MUST BE COMPLETED
IN FULL AND RETURN TO:**

RISE DISTRIBUTORS PTY LTD

119 Ewing Street, Welshpool WA 6106

ABN 28 631 977 378 ACN 631 977 378

Email to: accountsreceivable@risedistributors.com.au

Postal: PO Box 561 Welshpool DC WA 6968

CREDIT APPLICATION AND SUPPLY AGREEMENT 30 Days Trading Terms

TO: Rise Distributors Pty Ltd (ACN 28 631 977 378) ("Supplier")
trading as **RISE Distributors**
119 Ewing Street, Welshpool WA 6106

FROM: Trading Name: _____
("Customer") Entity Name: _____
ABN _____
Address: _____ P/Code _____
Ph _____ Fax _____
Time in present business _____ years Type of Business _____

Contact Details

Main Contact: _____

Email Address: _____ Mobile/Direct Ph _____

Purchasing Contact: _____

Email Address: _____ Mobile/Direct Ph _____

Accounts Contact: _____

Email Address: _____ Mobile/Direct Ph _____

Invoice / Statement to be sent by (please select one option) Email Post with Goods

Business References

1	_____	Phone No	_____
		Fax No	_____
2	_____	Phone No	_____
		Fax No	_____
3	_____	Phone No	_____
		Fax No	_____

Estimated value of monthly trading _____

Delivery Address (if different to postal) _____

Purchase order number required before dispatch YES NO

Bank _____ Branch _____

RISE Customer Sales Representative: _____

The information requested of the Customer in this document is required to allow the Supplier to determine whether it is appropriate to grant credit to the Customer.

To be completed by CUSTOMER

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary

THIS AGREEMENT SIGNED AND DATED ON _____

If the applicant is a PTY LTD COMPANY, a Personal Guarantee is to be completed by Directors.

I/We acknowledge the Terms and Conditions of Supply of 30 Days Trading Credit which have been provided by the Supplier and that I/We have read and understood them, especially taking note of clause 3, Guarantee.

Signature of Guarantor

Signature of Guarantor

Full Name of Guarantor

Full Name of Guarantor

Address of Guarantor

Address of Guarantor

IN THE PRESENCE OF

Signature of Witness

Signature of Witness

Name of Witness

Name of Witness

Address of Witness

Address of Witness

THIS AGREEMENT SIGNED AND DATED ON _____

Terms and Conditions of Supply on 30 Days Trading Credit

- 1 The Customer requests the Supplier (**RISE Distributors Pty Ltd**) to grant to the Customer credit in respect of the payment for goods which may be sold and delivered to the Customer at the Customer's request and consequently not require immediate payment upon delivery of such goods.
- 2 THE CUSTOMER AGREES WITH THE SUPPLIER AS FOLLOWS:
- 2.1 To pay for all goods sold to the Customer by the Supplier within 30 days of the date of the statement of account in respect of these goods issued by the Supplier to the Customer.
- 2.2 Notwithstanding 2.1, the Customer must pay to the Supplier all monies owing by the Customer to the Supplier under this document immediately upon the occurrence of:-
- 2.2.1 any sequestration order being made on any of the Customer's property;
- 2.2.2 the Customer gives any authority to a trustee under section 88 of the Bankruptcy Act;
- 2.2.3 the Customer commits any act of bankruptcy;
- 2.2.4 any petition is made for the winding up of the Customer;
- 2.2.5 a receiver, administrator, controller or official manager is appointed over any of the Customer's property; or
- 2.2.6 the Customer ceases to trade or carry on business in its usual manner,
- 2.2.7 the Customer is in breach of any other agreements with the supplier.
- 2.3 The Customer will pay for all goods sold to the Customer by the Supplier according to the terms of payment set out in this document or varied as may be notified to the Customer by the Supplier from time to time.
- 2.4 The Supplier may by written notice to the Customer may alter the terms and conditions contained in this document. Until any alteration to the terms and conditions are notified to the Customer, the terms and conditions in this document will continue to apply.
- 2.5 A certificate signed by a company representative of the Supplier in respect of any sale, delivery or price of any goods supplied by the Supplier to the Customer, or the amount due, owing or payable from time to time to the Supplier in respect of the sale of goods, as at the date or dates set out in such certificate, shall in all courts and at all times be conclusive evidence of the facts stated in that certificate.
- 2.6 The Customer will pay to the Supplier on demand interest at the rate of (x + 5%) per annum (where x is the interest rate quoted by the National Australia Bank as its base rate) on all overdue monies payable by the Customer to the Supplier under this document. This interest will be calculated from the date the monies fell due for payment to the Supplier until the date those monies are actually received by the Supplier. A certificate signed by a manager or other officer of the National Australia Bank stating the base rate at a particular rate is conclusive evidence of the rate at the applicable date. All monies received by the Supplier must be in cleared funds.
- 2.6.1 Accounts that remain unpaid after 60 days will attract a late payment fee of 2% of the total amount outstanding in excess of the 60 day period. These accounts will also attract a service fee of \$50.00 per week, or part thereof, or part thereof, whilst in excess of 60 days. This amount will be calculated monthly and will be added to the amount outstanding to form part of the total amount due.
- 2.7 The Customer shall pay all stamp duty and other taxes in respect of this document or by reason of any default made by the Customer in making payment according to this document.
- 2.8 The Customer will indemnify the Supplier against and will reimburse the Supplier for all legal expenses on a full indemnity basis and other expenses it may reasonably incur in recovering or attempting to recover payment from the Customer and the Guarantor (if any) of the amounts which may from time to time be overdue.
- 2.9 The Supplier may at any time, without giving any reason, refuse to extend any further credit to the Customer and that the Supplier's granting of credit does not require the Supplier to extend to the Customer any particular amount of credit.
- 2.10 OWNERSHIP OF GOODS:
- 2.10.1 Title or Ownership of all goods supplied by the Supplier to the Customer (in this clause called the "Goods") does not pass from the Supplier to the Customer until the Supplier has received full payment, or until such time as the Customer sells the goods by way of bona fide sale at full market value, whichever is the earlier to occur.
- 2.10.2 Until payment in full for the Goods has been received by the Supplier or the Customer has sold the Goods by way of bona fide sale at full market value, the Customer shall hold the Goods as bailee for the Supplier, however the Customer may in the ordinary course of its business use any of the Goods to make up other products, or sell any of the Goods to make other products, or sell any of the Goods on condition that should the Supplier so require the Customer, the Customer will assign to the Supplier all of its rights in respect of the sale price of those products.
- 2.10.3 If any of the Goods are on-sold, until the Supplier has been paid in full for the Goods, the Customer will place the proceeds of the sale of the Goods into a bank account conducted in the Customer's name and the Customer will not withdraw any of those monies until payment in full for the Goods has been received by the supplier.
- 2.10.4 The Customer shall insure the goods for their full insurable value against loss or damage by fire, theft, accident or other such risks.
- 2.11 The Customer will remain personally liable for all goods supplied by the Supplier to the Customer at the Customer's request.
- 2.12 The Customer authorises the Supplier to make all reasonable credit and finance enquires with respect to the Customer including obtaining credit reports from a credit-reporting agency from time to time.
- 2.13 All prices shall be ex-warehouse and shall not include delivery charges.
- 2.14 The risk in the goods will pass to the Customer when the goods are loaded for consignment at the Supplier's warehouse, whether by a carrier employed or engaged by the Supplier or the Customer. This will also apply to partial delivery of goods. If delivery of goods is delayed due to any circumstances beyond the control of the Supplier, risk passes to the Customer on the day the goods will be delivered to the Customer.
- 2.15 Acceptance of the goods delivered shall be deemed for all purposes to have taken place at the expiration of 7 days from the date of each delivery. No goods will be accepted for return unless agreed to in writing to the Supplier prior to such return and then only upon conditions acceptable to the Supplier and at the Customer's entire risk as to loss or damage. The Customer shall pay where the Supplier agrees to accept goods for return, a restocking charge of 20% (twenty percent) of the price of the goods returned.
- 2.16 The Supplier's liability for a breach of any condition or warranty implied by the Trade Practices Act 1974 (other than a condition or warranty implied by section 69 of that Act) is limited to such one or more of the following as the Supplier may decide:-
- 2.16.1 the replacement of the goods or the supply of equivalent goods;
- 2.16.2 the repair of the goods;
- 2.16.3 the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- 2.16.4 the payment of the cost of having the goods repaired.
- 2.17 If delivery is prevented or delayed, in whole or in part, by reason of acts of god, flood, typhoon, earthquake, riots, wars, hostilities, government restrictions, trade embargo, strikes, lock out, labour disputes, boycotting of goods, ship shortage, manufacturer's bankruptcy or liquidation, delays or damage in transportation or any other causes beyond the Supplier's control. The Supplier may at its option perform the unfulfilled part of the contract within a reasonable time after the removal of the causes preventing or delaying performance or rescind unconditionally and without liability this contract or the unfulfilled portion of this contract.
- 2.18 This document does not and shall not be taken as applying to exclude, restrict or modify in any manner whatsoever any rights or mandatory condition or warranty implied by any law of the Commonwealth of Australia, or any State or Territory of Australia in favour of a consumer which cannot be lawfully excluded by contract between the Supplier and the Customer. All provisions of this document shall be subject to all such rights and remedies of a consumer and no part of this document can be waived by the Customer. Wherever any part of this document would otherwise be inconsistent with the mandatory requirements of any such law, these terms and conditions shall, as far as possible, be construed so as to be consistent with such law and for that purpose to the extent necessary shall be of no force or effect.
- 2.19 The Customer may place a written order with the Supplier for non-stock items. The Supplier will not accept the return of non-stock items unless the manufacturer agrees to accept the return of these items from the Supplier. The Supplier may deduct transport, insurance, handling and restocking charges from the credit due to the Customer.
- 2.20 The Supplier reserves the right to substitute some other make or brand with similar specification if an item ordered by the Customer is not available. If the Customer is not satisfied with the substituted goods, those goods may be returned to the Supplier for credit.
- 2.21 The Supplier may deliver the goods by instalments or partial shipment and the Customer will accept such delivery. The Supplier will be under no liability for either direct or consequential loss or damage to the Customer arising from delay or postponement in delivery.
- 2.22 Goods sold have the benefit of any warranty given by the manufacturer but the Supplier shall not be liable for any loss or damage either direct or consequentially arising out of any defects in the goods.
- 2.23 Clerical errors in computations, catalogues, quotations, acceptances, offers, invoices, delivery dockets, credit notes or specifications of the Supplier shall be subject to correction.
3. GUARANTEE
- 3.1 This guarantee will take effect if any person is named as guarantor in the original credit application document.
- 3.2 In consideration of the Supplier at the request of the Guarantor agreeing to supply goods to the Customer upon credit on the terms set out in this document, the Guarantor: -
- 3.2.1 guarantees payment to the Supplier on demand of all monies payable to the Supplier by the Customer under this document as and when those monies fall due for payment; and
- 3.2.2 indemnifies and shall keep indemnified the Supplier against any loss, damage, action, demand, expense, claim or obligation which the Supplier suffers or incurs resulting directly or indirectly out of the non-payment of monies by the Customer to the Supplier under this document or the non-observance or non-performance of any of the terms of this document to be observed or performed by the Customer.
4. INTERPRETATION
- Unless the context clearly indicates otherwise: -
- 4.1 every covenant or agreement expressed or implied in this document in which more than one person covenants or agrees shall bind such persons and every two or more of them jointly and each of them severally;
- 4.2 reference to any party shall mean and include a reference to that party, his successors or personal representatives (as the case may be) and transferees;
- 4.3 the word "person" shall include a corporation;
- 4.4 words import no singular or plural numbers shall include the plural number and singular number respectively;
- 4.5 a reference to any gender shall include all genders;
- 4.6 references to statute shall include all statutes amending or consolidating the statutes referred to;
- 4.7 words importing individual persons only shall include corporations.
5. GOODS AND SERVICES TAX
- 5.1 All duties, taxes, imposts, fees or charges by any governmental, statutory or regulatory body which shall be applicable to any goods purchased by the customer, shall be borne by the customer and added to the price of the goods or the services. The customer shall indemnify the Supplier in respect of any claims for such duties, taxes etc.
- 5.2 All prices quoted for the goods or services are exclusive of goods and services tax. For all invoiced items, goods and services tax shall be charged as a separate item in accordance with the applicable rate at the time the invoice is prepared.

The Customer represents and warrants that the information in this document is true and correct, and accepts the Terms and Conditions as stated in this application for credit with RISE Distributors Pty Ltd.

The Customer acknowledges that the credit provided under this document is for Commercial Purpose.

Director _____ Director/Secretary _____ Dated _____

Guarantor _____ Guarantor _____ Dated _____