

## CREDIT APPLICATION FORM

Date of Application:	Account Manager:	Company Contact Name:
Company Name:	Trading as:	ABN:
Phone: (include area code)	Mobile:	Fax: (include area code)
Email Address:	Trading Address:	Registered Address:

### INFORMATION FOR PROPRIETORS, SHAREHOLDERS, PARTNERS, DIRECTORS, TRUSTEES ETC.

Name:	Drivers License Number:	D.O.B
Residential Address:	Phone: (include area code)	Position held in the company:
Do you act as a Trustee of a Trust? (If yes, please specify)	Is this an ESTABLISHED or NEW BUSINESS?	Date that ownership commenced:
Bank Name:	Bank Branch:	Which best describes your business? (Indicated which apply)  Post Office, Newsagent, Online Reseller, Retail – Stationery, Retail – Computers & Networking, Corporate Supplies, Other (specify)
Credit Limit requested:	Credit Limit approved: (Office use only)	

## TERMS OF COMMERCIAL CREDIT APPLICATION

**Please read carefully and seek independent legal advice if you do not understand the terms & conditions below**

Due to the restrictions of the Privacy Act 1988, the Directors/Proprietors must sign this section.

**I/WE HEREBY AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS IN RELATION TO THE ACCOMMODATION OF CREDIT BY PICCININI TRADING TRUST T/A TONER WAREHOUSE ABN 83 068 863 471 ("the Trust").**

Upon the approval of this application for credit for the supply of goods and services, the Applicant hereby agrees with the Trust: -

- 1 To pay for all goods supplied to the Applicant by the Trust as agreed in writing, within thirty (30) days of date of invoice.  
(Payment will be accepted by Cash, Cheque, Direct Deposit, Visa, MasterCard and Amex. Invoices paid by Visa or MasterCard that exceed 30-day terms will incur a 0.8% card fee, plus GST. All Amex transactions regardless of payment date will incur a 3.5% card fee, plus GST).
- 2 That the Trust may in the event that conditions in Clause 1 are not complied with or the Applicant otherwise fails to comply with its obligations to the Trust in any respect: -
  - (a) Revoke the credit accommodation and require any further transactions by the Applicant to be on a cash-before-shipment basis;
  - (b) Place an overdue account or an account that has exceeded the credit limit on stop credit until payment is received;
  - (c) Require all amounts owing to the Trust for any reason whatsoever become immediately due and payable without deduction or demand;
  - (d) Cancel any discounted rates and recalculate the outstanding charges; and
  - (e) Charge an account service fee of 2.0 per cent per month.
- 3 That the Applicant agrees to pay any interest, costs, commissions, and legal expenses whatsoever arising from the collection of any overdue monies. Such interest, costs and commissions and legal expenses may be recovered as a liquidated debt.
- 4 If the Applicant is a company the Trust may, at its discretion, require that the Directors give a guarantee and indemnity in the form required by the Trust. The Trust reserves the right to require a guarantee and indemnity to be given by any person in any other circumstances;
- 5 Notwithstanding the passing of risk, all goods delivered by the Trust to the Purchaser remain the property of the Trust until all goods supplied by the Trust to the Purchaser have been paid for in full. Until that time the Purchaser may sell the goods in the ordinary course of its business, as agent for the Trust, and the proceeds shall be held in trust for and as the property of the Trust. Prior to any such sale, the Purchaser shall hold possession of the goods for and on behalf and as **bailee** for the Trust and shall return goods to the Trust on demand. The Purchaser shall wherever possible separately store goods until title in them has passed. The Trust will be entitled to enter the premises of the Purchaser at any time to recover possession of the goods until payment in full has been made. It is agreed between the Trust and the Purchaser that where the Trust enters the premises of the Purchaser to take possession of the goods and it is not possible to otherwise identify the ownership of the goods in the possession of the Purchaser, the goods will be treated as though they were sold by the Purchaser in the same sequence as the Purchaser has taken delivery of the goods. If the quantity of goods exceeds the amount owing, the Trust will be entitled to determine which of the goods it claims ownership in.
- 6 The Applicant, and where the Applicant is unincorporated each proprietor of the Applicant, hereby charges with payment of the moneys and compliance with all obligations owed by the Applicant to the Trust under these terms and conditions all beneficial interests (freehold and leasehold) in real property held now or in the future by the Applicant or proprietor. The Applicant, and where applicable, each proprietor agrees that if demand is made upon it, him or her by the Trust, the Applicant or, if applicable, that proprietor will immediately execute a mortgage in registrable form or consent to caveat, as required by the Trust to secure the interest of the Trust pursuant to this equitable mortgage. If he, she or it fails to do so within a reasonable time of being so requested, the Applicant or, if applicable, that proprietor irrevocably and by way of security appoints any credit manager or solicitor engaged by the Trust to be its, his or her true and lawful attorney to execute and register such instruments.
- 7 That all goods supplied by the Trust to or for the Applicant are supplied only upon the terms contained in the Trust's Standard Terms and Conditions of Sale. Until altered conditions of sale are notified to the Applicant in writing the Applicant agrees that the current conditions of sale shall continue to apply.
- 8 That the Trust may from time to time alter its Standard Terms of Credit and such altered conditions or terms shall apply in respect of all transactions taking place after notification to the Applicant of such altered terms of credit.
- 9 That the Trust may at any time and without the need to provide a reason to the Applicant refuse to extend any further credit to the Applicant and that its approval of this Application does not require the Trust to extend to the Applicant any particular amount of credit. The Trust may refuse an initial application for credit, but may proceed if the Trust is able to obtain insurance against a default by the Applicant and the Applicant pays to the Trust the amount of any premium for that insurance.
- 10 The Trust may at any time set-off amounts owed by the Trust to the Applicant from the amounts owed by the Applicant to the Trust.
- 11 No claims levied against the Trust in relation to loss or damage will be considered unless all amounts owing by the Applicant to the Trust have been paid in full.
- 12 The Trust shall have a lien on any property of the Applicant in the possession of the Trust for all sums payable by the Applicant to the Trust and for that purpose shall have the right to sell the property in the possession of the Trust, by public auction or privately without notice to the Applicant.
- 13 Where there is more than one Applicant each applicant shall be jointly and severally liable under the terms of this Application.
- 14 The Applicant agrees to notify the Trust of any change in ownership or address. Notwithstanding any change in the Applicant's ownership/trading structure or any advice by it to the Trust of such change, the Applicant will remain personally liable for any goods and services requested by it or on its behalf until it has received written confirmation from the Trust that its account has been closed and full payment received and a new account has been opened in the name of the new entity;
- 15 The Trust may require that the Applicant enter into further security documentation as a condition of granting a credit facility, further credit or continuing credit to the Applicant. If there is an inconsistency between the provisions of those security documents and these Terms and Conditions then the provisions of the security documents will prevail.
- 16 That in accordance with the provisions of the Privacy Act 1988, if the Trust considers it relevant to assessing my/our application for commercial credit, I/We consent to the Trust obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by the Trust. In accordance with the provisions of the Privacy Act 1988, if the Trust considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/We agree to the Trust receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments. I/We further consent to the retention of this information by the Trust for the purpose of continuing credit review. Under the Privacy Act 1988, the Trust, is allowed to give a credit reporting agency or another credit provider personal information about your credit application, information which may be given to an agency or another credit provider includes; identity particulars; the fact that I/we have applied for credit and the amount, the fact that the Trust, is a credit provider to me/us, payments which become overdue more than sixty (60) days and for which

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collection action has been commenced; any credit reports received and held by the Trust in relation to me/us for inclusion in or establishment of a credit information file in relation to me/us; advice that payments are no longer overdue; cheques drawn by me/us which have been dishonoured more than once; in specific circumstances, that in the opinion of the Trust, I/we have committed a serious credit infringement; that credit provided to me/us by the Trust has been paid or otherwise discharged.

17 That failure by the Trust to insist upon compliance with any provisions of these terms does not constitute a waiver of that provision and the Trust shall be entitled to insist upon compliance with all provisions of these terms at any time.

18 If any provision or part of a provision of these Terms and Conditions is found to be invalid or unenforceable then that provision or part of a provision shall be severed and the remaining provisions shall continue to be binding and have full force and effect on the Trust and the Applicant.

19 The law applicable to these Terms and Conditions is the law of the State of New South Wales.

**I/WE DECLARE AND AFFIRM THAT: -**

- **I/WE HAVE READ AND UNDERSTOOD THE TERMS OF THIS APPLICATION AND CONFIRM THAT THE TERMS WILL APPLY TO ANY CREDIT FACILITY PROVIDED BY THE TRUST TO ME/US; AND**
- **THE INFORMATION SUPPLIED BY US, THE APPLICANT, IN THIS APPLICATION IS TRUE AND CORRECT AND ACKNOWLEDGE THE TRUST AND ITS RELATED ENTITIES WILL USE THIS INFORMATION FOR THE PURPOSE OF ASSESSING MY/OUR COMMERCIAL CREDIT APPLICATION.**

SIGNED BY ALL DIRECTORS, PARTNERS, SOLE TRADERS, TRUSTEES AS APPROPRIATE

Print name:

Print name:

Signature:

Signature:

Please circle: Director / Partner / Sole Trader / Trustee

Please circle: Director / Partner / Sole Trader / Trustee

Print name:

Print name:

Signature:

Signature:

Please circle: Director / Partner / Sole Trader / Trustee

Please circle: Director / Partner / Sole Trader / Trustee

