



CREDIT APPLICATION

Please complete the following and strike out those items that are not applicable:

NAME:

ABN:

POSTAL ADDRESS:

TELEPHONE: FAX: EMAIL:

TYPE OF BUSINESS:

INDUSTRY LICENCE NO:

The applicant is: a Company / a Partnership / a Sole Trader / an Incorporated Association / an Unincorporated Association.

DATE ESTABLISHED / REGISTERED / INCORPORATED:

TRADING PREMISES OWNED/RENTED:

NAME OF SOLE TRADER / PARTNERS / DIRECTORS / COMMITTEE OF MANAGEMENT:

Full Name:
(Please Print)

Private Address:

Full Name:
(Please Print)

Private Address:

Full Name:
(Please Print)

Private Address:

(Attach sheet if more space is required)

Estimated monthly purchasing with Axeze Pty Ltd: \$

Is the applicant acting as a trustee? **Yes / No** If so, please give details:

If applicant is a company: Are the directors willing to offer personal guarantees? **Yes/No**

Registered Office:

Authorised capital: \$ Paid up capital: \$

Ultimate holding company (if applicable):

Bank: Branch:

TRADE REFERENCES: Name	Contact	Telephone	Fax
1.			
2.			
3.			

I/We hereby declare that the information stated herein is true and correct to the best of My/Our knowledge and belief and acknowledge that receipt by the Company of this application does not imply that credit will be granted. I/We hereby acknowledge that I/We have read the TERMS AND CONDITIONS set out herein and the CONDITIONS OF SALE attached hereto and do hereby agree to comply with the same.

And I/We make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1936 (as amended).

(Signature) (Signature)

.....
Full Name (in block letters)

.....
Full Name (in block letters)

OFFICE USE ONLY

APPLICATION: APPROVED / NOT APPROVED CREDIT LIMIT: \$

CREDIT CONTROLLER: CUSTOMER ACC CODE:



Conditions of quotation and Sales

The following conditions will apply to all Quotations and all sale transactions unless otherwise agreed in writing.

1. **Interpretation:** In these condition of sale: "Company" means Axeze Pty Ltd ACN 077328851, "Goods" means any goods supplied by the Company, "Purchaser" means a written quotation prepared by the Company for a Purchaser in respect of goods
2. **Prices:** Quotations are open for acceptance for a period of thirty (30) days from the date of issue after which they shall be subject to written confirmation, unless it is stated on the Quotation that it is subject to adjustment in accordance with the variations in the current market prices which may occur on or before the date of dispatch.
3. **Minimum Invoice Value:** A minimum charge per account invoice of fifty dollars (\$50.00) (excluding sales tax, delivery fees & other charges) applies to all sale transactions. Should the total value of any account invoice be less than fifty dollars (\$50.00) the Company reserves the right to impose a surcharge to result in an invoice value of the minimum amount which shall be due and payable in accordance with the company's usual terms of payment.
4. **Terms of Payment:** All goods and services supplied by the company shall be paid in full by the Purchaser within **7 days** of date of invoice or delivery of goods whichever is the sooner. If the Purchaser fails to make payment in accordance with the terms hereof, interest shall be charged on the amount outstanding in accordance with the rate applicable from time to time on overdraft accounts with the Company's Bankers. Notwithstanding the foregoing, the company reserves the right to require full or part pre-payment or guarantee of payment prior to acceptance of order.
5. **Title:** Title to the Goods shall not pass to the Purchaser until payment in full is received by the Company from the Purchaser, although, subject to Clause 14, all risks loss or damage to the Goods pass to the Purchaser upon the Goods leaving the Company's warehouse. The Purchaser agrees to: a) separately store the Goods purchased until they are sold or paid in full, b) keep separate records in relation to the proceeds of the sale of any goods which have not been paid for in full; c) hold the proceeds of any such sale on trust for the company; d) deposit such proceeds into a separate bank account; e) deliver such proceeds to the Company upon demand and; f) in relation to any goods used in a manufacturing process or mixed with other materials, record the value of goods so consumed in relation to each unit of finished product and upon sale of any unit of finished product immediately remit that amount from the proceeds of sale to the vendor.
6. **Handling Charges:** All quoted prices are ex the company's warehouse and a handling, packing and delivery charge per consignment will apply unless stated to the contrary in such quotation. Such charge or charges will be those applicable at the date of dispatch and shall be subject to change from time to time without notice.
7. **Minimum Quantities:** Minimum selling quantities apply to some product and the Company shall not be bound to sell in smaller or broken 'packs'. Notwithstanding the foregoing, the Company reserves the right in its sole and absolute discretion to refuse or accept any order.
8. **Sales Tax:** Unless specifically stated in any Quotation, sale tax is not included and if applicable will be charged to the customers' account at a general rate of Twenty two percent (22%) or at the rate applicable at the relevant time as specified by the Australian Tax Office. Note the subsequent refund by the Company of Sales Tax charges included o any invoice may not be permitted by the Australian Tax Office. All enquiries for refund should be directed in the first instance to the Australian Tax Office.
9. **Deliveries:** Every effort will be made by the company to complete & deliver orders by the estimated delivery date but the Company shall not be liable for any loss or damage or other claim alleged to arise as a result of late delivery and without limiting the effect of the foregoing, the estimated delivery date shall be extended where delays occur as the result of strikes, fire, accident, civil commotion, war or other causes beyond the Company's control.
10. **Freight and Insurance:** The Purchase shall be responsible for insuring and transporting the Goods at the Purchaser's expense unless otherwise stated.
11. **Exchange rates:** Unless stated to the contrary in the Quotation, the price quoted for imported goods is based on the currency exchange rate applicable at the date of Quotation. Any variation in those rates will be charged to the Purchaser's account.
12. **Duty and Primage:** Duty and primage where applicable will be included in the Quotation under an appropriate tariff item. Should there be any change in classification, method of assessment, or rate of duty, such variation will be charged to the Purchaser's account.
13. **Return of Goods:** Under no circumstances may indent, non-standard stock, or specifically manufactured goods be returned for credit. Standard Goods may be returned for credit or re-supply providing prior approval is obtained from an authorised employee of the company. Notwithstanding the foregoing, the company reserves the right to impose a re-stocking fee set at Twenty five percent (25%) of the total original invoice value and subject to change from time to time. The current rate will be advised on application to the company.
14. **Breakages:** Unless stated to the contrary in the Quotation, the Company will not be responsible for damage in transit.
15. **Warranty:** If any of the Goods sold by the company fail for any inherent electrical, electronic or mechanical defect within five (5) years from the date of dispatch, the company will undertake the repair of the same free of charge, provided always that: a) The defective Goods are returned freight paid to the Company's warehouse; b) No unauthorized repairs or alterations have been made to the Goods; c) No service or maintenance of the Goods has been undertaken by unqualified personnel; d) The goods have been properly serviced and maintained by qualified personnel; e) The Company makes no undertaking and accepts no liability in respect of any defects in Goods sold by the Company to the extent that they are attributable to defects in components forming part of the Goods but not manufactured by the Company; f) The Company reserves the right to limit the terms of this warranty in respect of Goods sold pursuant to a particular Quotation by stating in the quotation the terms of the warranty; g) This warranty shall not be transferable and shall endure for the benefits of the Purchaser only; and h) The company shall not be liable to the Purchaser, its successor, assigns, employees, agents or customers for any damages or consequential loss of any description whatsoever however caused by the goods or the use thereof. Where Goods contain products manufactured by others, the Company will extend to the Purchaser the benefit of any warranty given by the manufacturer so far as such benefit is assignable by the Company. Should it be necessary for the Company's employee, agent or authorised representative to inspect the faulty Goods at the client's premises, a charge may be made by the Company for this service. Nothing in these conditions shall exclude, restrict or modify any condition, warranty or liability which may at any time be implied by the Trade Practices Act 1974, the Sale of Goods Act 1895 – 1982 (South Australia) or any other law where to do so is illegal or would render any provision of these conditions void. To the maximum extent permitted by law, all other warranties, terms and conditions in relation to the state, quality of fitness of the Goods and of every other kind whether implied by use, stature or otherwise are hereby excluded.
16. **AMENDMENTS:** The Company reserves the right to amend, alter, vary or add to these conditions of sale from time to time provided however that the Company shall give the Purchaser seven days notice in writing prior to such amendments, alterations, variations or additions coming into effect.
17. **GOVERNING LAWS:** These conditions of sale shall be subject to, and interpreted in accordance with, the laws applying in the State of South Australia.

ACCEPTED DATE