



New Account - 30 Day Credit Application Form

Specify which Eckersley's store/division account is required at: _____

Business Name _____ ABN _____

Street Address _____

Suburb _____ State _____ Postcode _____

Postal Address _____

Suburb _____ State _____ Postcode _____

Telephone _____ Fax _____

Email _____

Business Type:

Sole Trader Partnership Company Educational Institution Government Department

Full name of the parent company and address (if applicable): _____

Name of subsidiary companies _____

Is the applicant's Business Name registered: Yes No

Is a trust company or nominee company associated with the above named applicant: Yes No

If 'Yes' state the name of the trust/nominee: _____

List beneficiaries _____

Full name and address of Directors, Sole Trader or Partnership:

1. _____ Home Address: _____

2. _____ Home Address: _____

3. _____ Home Address: _____

Type of business: _____ Date of commencement: _____ Max. monthly purchases \$: _____

Name of owner of premises: _____

Address of owner of premises _____

Suburb _____ State _____ Postcode _____

Bank Name _____ Branch _____ Tel. _____

References 1. _____ Tel. _____ Fax _____

2. _____ Tel. _____ Fax _____

3. _____ Tel. _____ Fax _____

Support Documentation

1. **If new in business**, personal credit references should be submitted. 2. **If existing business**, latest financial statements if applicable/copy of registration of business name or certificate of incorporation.

I/We hereby apply for a credit account with Eckersley's Pty Ltd. I/We confirm that I/we have read Eckersley's Pty Ltd standard terms and conditions of trade printed overleaf and agree that all orders placed by me/us will be subject to these terms. I/We hereby give Eckersley's Pty Ltd permission to access my/our credit file to enable Eckersley's Pty Ltd to properly assess our application. For and on behalf of the applicant:

Signature _____ Title _____ Date _____

Signature _____ Title _____ Date _____

Standard Term & Conditions of Trade

Definition

In these terms and conditions, "the company" shall mean: Eckersley's Pty. Limited; "the customer" shall mean: a customer of the Company, or an applicant for credit from the Company.

Definitions Application:

All orders received from customers are subject to these standard terms and conditions of trade. Each and every subsequent invoice confirms the contract between parties.

Payment:

- (a) Payment is due with order or on collection of goods.
- (b) If credit terms have been offered to the customer, payment for all goods supplied must be paid within 30 days of the date of the statement pertaining to the goods delivered.
- (c) The company reserves the right to withdraw credit facilities from any customer at any time.

Payment is accepted by cash, cheque, credit card or bank debit.

Prices:

All prices shown in the company's price lists are subject to alteration without notice. However, prior notice of impending price changes will be given wherever possible.

Delivery:

Delivery charges will be passed on to the customer.

Taxes:

All goods and services supplied on or after July 1, 2000 will be subject to an additional charge for Goods and Services Tax (GST) at the appropriate rate.

Retention Of Title:

- (a) The risk for the goods passes to the customer on delivery, and the customer will indemnify the company for any damages, costs or losses of goods arising after delivery of the goods to the customer.
- (b) Title to and property in the goods shall not pass to the customer until payment of all monies due and owing to the company is received as cleared funds.
- (c) In the event that payment is not received by the company for any order or combination of orders in accordance with its terms and conditions, the customer will, on demand by the company, produce the goods forthwith for return to the company.
- (d) The customer hereby authorises the company, its servants and agents, to enter premises owned, leased or otherwise occupied by the customer for the purpose of taking possession of the goods in accordance with these conditions, and authorises the company by its servants or agents to use all reasonable force to obtain such possession.

Proof Of Delivery:

In the event that the customer requests proof of delivery, such requests must be made to the company within 30 days, commencing at the end of the month of the invoice. Where such proof is requested after 60 days, the customer agrees to payment of the sum of \$20.00 for each proof of delivery provided by or on behalf of the company.

Partial Deliveries:

The company may make partial deliveries of any order received and the company is not liable for any costs, losses or damages arising, whether directly or indirectly, from non-delivery or late delivery of any goods ordered.

Delivery Dates:

- (a) Any delivery dates quoted are estimates only and the company is not bound by any such estimate and the customer will not make claim, or delay payment, for non-delivery within the time estimated.
- (b) It is hereby agreed that the company will not be liable for any costs, losses or damages arising, whether directly or indirectly, from non or late delivery of any goods ordered.

Exchange Or Return Of Goods:

- (a) Return of goods will not be accepted unless prior approval in writing has been given by the company.
- (b) Where goods have been incorrectly supplied, are faulty or have been damaged in transit, the customer undertakes to notify the company within 7 days of receipt of the goods and agrees that no claims for losses, damaged or faulty goods will be binding on the company after this time.
- (c) The company will not be responsible for the freight charges for goods returned under its written approval unless the carrier is one nominated by the company.
- (d) The company may, at its sole discretion, issue a credit for the goods or exchange them.
- (e) Other than as set out in this Clause, the company is not responsible for any costs, losses or damages arising, whether directly or indirectly, as a result of any defect or fault in the goods.
- (f) Where goods have been supplied by the company, and the company has agreed to accept return of those goods, a \$15.00 service fee or 10% of the gross invoice value, whichever is the greater, will be payable by the customer.

Change Of Status:

In the event of any change of status of the customer, which shall be deemed to include liquidation or bankruptcy, then it is agreed that all goods supplied thereafter shall be paid for by the customer on delivery. Such payment will be by way of cash, bank cheque, EFT/Direct Bank Debit only.

Credit Reporting:

The customer agrees that the company may make any inquiries from a credit-reporting agency that it deems desirable and permits the company to disclose any and all information provided by the customer about the customer in relation to their credit worthiness.

Minimum Order Value \$30:

There is a minimum order value of \$30 for each order charged to the customers account, if the order value is less than \$30 a processing fee will apply.

Approved: _____ Date _____

Comments: _____

Approved: _____ Date _____

Comments: _____

Office Use Only

Allocated Account Number: _____ Store / Division Name: _____

Store / Division Code: _____ Price Class: _____