

## COMMERCIAL CREDIT ACCOUNT APPLICATION

**Type of account (circle one):** CASH/CHQ ACCOUNT

In support of this application, I/We ("The Applicant") \_\_\_\_\_  
 supply the following information which the Applicant warrants to be accurate and complete.

**Business structure (circle one):** Sole Trader Partnership Company Trust

**For sole traders / personally-operated trusts:**

Sole Trader Name (per driver's licence): \_\_\_\_\_ DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**For companies / company-operated trusts:**

Company Name: \_\_\_\_\_ ACN: \_\_\_\_\_

**For all trusts (in addition to above) and partnerships:**

Partnership/Trust Name: \_\_\_\_\_

### COMPANY/BUSINESS DETAILS

Business/Trading Name: \_\_\_\_\_

ABN: \_\_\_\_\_ Commencement Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Email: \_\_\_\_\_

Type of business (circle one): Healthcare Hospitality Education Government  
 Industrial Commercial/Other, \_\_\_\_\_

Postal Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ A/C No: \_\_\_\_\_

Monthly Credit Required: \$ \_\_\_\_\_

### CONTACT

**P 1300 132 428 | F 02 4276 2225**  
**E sales@tbcdistribution.com.au**  
**WWW.TBCDISTRIBUTION.COM.AU**

  @TBCDISTRIBUTION

**NSW**  
 9-12/168 Shellharbour Road  
 PORT KEMBLA NSW 2505

**ACT**  
 3/110 Lysaght Street  
 MITCHELL ACT 2911

**POSTAL**  
 PO Box 268  
 PORT KEMBLA NSW 2505

## CONTACT DETAILS

### ACCOUNTS

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Do you require access to our online portal to download invoices? (please circle):      Yes      No

### PURCHASING

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Do you require access to our online ordering portal to place orders? (please circle):      Yes      No

### TRADE REFERENCES

Please complete all three

1. Company Name: \_\_\_\_\_ Account No: \_\_\_\_\_

Phone: \_\_\_\_\_

2. Company Name: \_\_\_\_\_ Account No: \_\_\_\_\_

Phone: \_\_\_\_\_

3. Company Name: \_\_\_\_\_ Account No: \_\_\_\_\_

Phone: \_\_\_\_\_

### INDEMNITY - ALL DIRECTORS/PARTNERS/PROPRIETORS TO SIGN

In consideration of the Supplier agreeing to supply products on credit to the Applicant named above, the undersigned (the indemnifier) being a director/partner/proprietor of the Applicant, agrees:

1. To indemnify the Supplier and keep indemnified against any claim, action, damage, cost, charge, expense, outgoing or payment, ("Loss") the Supplier may suffer, incur or be held liable for, by reason, of the Applicant not paying, when due, any amounts owing by the Applicant to the Supplier whether for products supplied to the Applicant by the Supplier or any other account or any information given by the Applicant not being true and accurate or the Applicant or indemnifier breaching any of the terms and conditions of the agreement.
2. That any loss that the supplier may suffer includes the amount owing by the Applicant to the Supplier together with any expenses incurred by the Supplier in seeking payment including solicitor's costs on an indemnity basis, commercial agent's commissions for Custom Commercial Services Pty Ltd, and any interest or fees charged by the Supplier pursuant to the terms of this credit agreement.
3. That a statement in writing given by the Supplier to the indemnifier that any amount owing by the Applicant to the Supplier will be accepted by the indemnifier as prima facie evidence of the amount owing.
4. That if this indemnity is signed by more than one person, each person is jointly and severally liable with each person for all amounts payable pursuant to this indemnity and the Supplier may seek payment pursuant to this indemnity from any or all such persons before seeking payment from the Applicant. Further, no indemnifier's liability is to be contingent upon the liability of any other indemnifier or the Applicant, such that no release, waiver, indulgence granted to any indemnifier or the Applicant, nor any unenforceability of this indemnity (including due to non-execution) in relation to any indemnifier, shall affect the liability of any other indemnifier.
5. The applicant consents to the Supplier making such enquires as it thinks fit from time to time as to the financial position of the Applicant including the obtaining of personal credit information from a credit reporting agency to assess such financial position of the Applicant and if the Supplier considers it relevant to collecting overdue payments in respect of credit provided to the Applicant, the indemnifier agrees to the Supplier receiving from a credit reporting agency a credit report containing personal information about the indemnifier in relation to collecting overdue amounts.
6. The supplier warrants that the indemnifier has read and understood and accepted the indemnity and agrees to be bound by the agreement in accordance with its terms.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## TERMS AND CONDITIONS OF SALE

### PAYMENT

- A. The Applicant agrees to pay for products delivered to the Applicant or ordered by the Applicant within 30 days of EOM.
- B. The Applicant agrees that if it does not pay any amount to the Supplier by or on the due date for payment in accordance with (A) then the Applicant may charge interest upon such amount as remains outstanding from time to time at a rate of 12% per annum, calculated daily and compounding monthly.

### \*OUTSTANDING DEBTS

- C. The Applicant agrees that all expenses, cost and disbursements incurred in recovering any outstanding monies, including costs involved in debt collection by the supplier's commercial agents Custom Commercial Services Pty Ltd and solicitors costs on an indemnity basis will be paid by the Applicant.
- D. The Applicant agrees that the Supplier reserves the right to withhold the supply of products, without notice to the applicant at any time while there are outstanding monies payable. Further, the Supplier retains the right to cancel the provision of credit to the Applicant without notice and to require the Applicant to prepay for any product to be delivered.
- E. The Applicant submits to the jurisdiction of the courts of New South Wales, and agrees that proceedings commenced in any Court of appropriate jurisdiction within the Sydney metropolitan area shall have been commenced in an appropriate Court and shall not seek any change of venue.

### \*CREDIT AGENCIES

- F. The Applicant agrees and consents pursuant to the Privacy Act 1988:
  - (1) The Supplier making inquiries as to credit and financial position of the Applicant and using such information, including exchanging information disclosed in the Application, as it sees fit from time to time including to assess this Application.
  - (2) The Supplier obtaining and/or giving commercial references from time to time including notification of a default by the Applicant.
  - (3) The Supplier receiving from a credit reporting agency a credit report containing personal information about the Applicant and its directors, principals in relation to collecting overdue amounts.

### RISK AND TITLE TO GOODS

- G. The Applicant understands that all products remain the property of the Supplier until paid for in full and the Supplier has the right to access the Applicant's premises and remove or collect products including use of reasonable force. If the Applicant sells or uses any products prior to payment in full, it holds the proceeds of such sale, received by the Applicant, or the resulting subject matter received by the Applicant or the books debts held by the Applicant relating thereto, on trust for the Supplier. The Applicant must keep such products, proceeds (or relevant part) relating to the products, subject matter produced using the products or bank debts separate and identified as being held on trust for the Supplier. Any risk as regards, loss, damage to or deterioration of products shall pass to the Applicants on delivery.

### LOSS OR DAMAGED IN TRANSIT

- H. The Supplier will bear the loss or damage to products in transit where delivery to the Applicant is by its nominated carrier and delivery charges are included in the price of the products. In all other cases, the Applicant is responsible for loss or damage occurring in transit. Delivery occurs:
  - (1) Where supplier's nominated carrier is used, when supplier's nominated carrier delivers the products to the delivery address.
  - (2) In all other cases, when the product leaves the supplier's premises.

### LIMITATION OF LIABILITY

- I. Any claims by the Applicant against the Supplier arising from product sold must be notified in writing by the Applicant to the Supplier within 7 days of the invoicing and the delivery of such product (whichever comes last). In the event that said notice is not provided within the permitted time then the Applicant must pay the invoiced price for the said product without regard to any defence or set-off, whether arising under this agreement or otherwise, but must instead first pay the Supplier for the said product without any deduction or withholding, then bring a separate claim for any alleged overpayment. Nothing in this paragraph prevents the Supplier raising a claim of set-off in relation to any amount alleged to be payable to the Applicant.
- J. The liability of the Supplier arising from a breach of any condition or warranty in relation to the products sold to the Applicant is limited at the option of the Supplier to replacement of the products or replacement with equivalent products or payment of the cost of replacing the products or of acquiring equivalent products.
- K. The Applicant agrees that apart from any rights and remedies implied by the Trade Practices Act 1974 and any other law that cannot be lawfully excluded, all conditions and warranties, provided by statute or otherwise are excluded concerning the products.

### GOODS & SERVICES TAX

- L. The Applicant agrees to be bound by the Australian GST regulations and legislation.

UNLESS YOU NOTIFY US IN WRITING OF ANY CHANGES TO THIS APPLICATION AND WE NOTIFY YOU IN WRITING THAT WE ACCEPT SUCH CHANGES. SUCH CHANGES ARE NOT AGREED BY US AND DO NOT FORM PART OF THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS SHALL GOVERN ANY SALE OF PRODUCT BY THE SUPPLIER TO THE EXCLUSION OF ANY OTHER TERMS AND CONDITIONS MADE OR PURPORTED TO BE MADE BY THE APPLICANT ON ANY PURCHASE ORDER OR OTHER DOCUMENT EXPRESSLY OR IMPLIED.

## CONFIRMATION

The Applicant confirms I/We have read, understand and accept the terms and conditions and agree to be bound by them and warrants that the Applicant has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms. A copy of these terms and conditions will always be made available.

Company/Business Name: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

OFFICE USE ONLY:							
APPROVED BY:		DATE APPROVED:		1	2	3	4
REP CODE:		QUOTE #:					
A/C CODE:		DATE OPENED:					
ENTERED SPAC:		WEBSITE LOGIN:					
APPROVAL LETTER SENT:		OTHER:					