



APPLICATION FOR CREDIT ACCOUNT

Account application will be handled confidentially and must be completed fully

NAME OF CUSTOMER:

BUSINESS ADDRESS:

POSTAL ADDRESS:

TEL NO: BUS NO: FAX NO:

DATE OF BUSINESS COMMENCED UNDER CURRENT OWNERSHIP:/...../.....

NATURE OF BUSINESS:

CONTACT NAME:

SOLE TRADER () PARTNERSHIP () COMPANY ()

PREMISES: OWNED () LEASED () YEARS AT PREMISES

IF LEASED

NAME AND ADDRESS OF LANDLORD:

IF COMPANY:

ACN: DATE OF INCORPORATED:

AUTHORISED CAPITAL:

ISSUED CAPITAL:

REGISTERED OFFICE:

DETAILS OF PRINCIPALS, PROPRIETORS OR DIRECTORS:

FULL NAME ADDRESS POSITION

1.

2.

3.

NAME OF BANK: BRANCH:

TELEPHONE NUMBER OF BANK:

MONTHLY CREDIT REQUIRED: \$

Have you traded with Master Australia Pty Limited previously

YES/NO

If so under what name:

TRADE REFERENCES:

FULL NAME ADDRESS PHONE NO:

1.
Comments:

2.
Comments:

3.

TRADING TERMS ARE STRICTLY 30 DAYS

I/We agree to be bound by the Master Australia Pty Limited general terms and conditions of Sale set out in this application and in particular and without limiting the generality of the foregoing condition 6 in relation to terms of payment and condition 8 with regard to passing of title. The information supplied in this application for a credit account is true and correct to the best of my/our knowledge and belief.

Signed for and on behalf of the Customer

Name: Signature:

Position: Date:.....

PERSONAL GUARANTEE BY DIRECTORS

We and
Directors of jointly,
severally and personally guarantee to Master Australia Pty Limited the due and punctual payment
of all outstanding accounts (within 30 days from statement date) for all goods and services supplied
to it by Master Australia Pty Limited.

DATED:

.....
Director

.....
Director

MASTER AUSTRALIA PTY LIMITED GENERAL TERMS AND CONDITIONS OF SALE

All Quotations and Contracts are subject to the following conditions:

1. **DEFINITIONS**

“Seller” and “Supplier” means MASTER AUSTRALIA PTY LIMITED except where the context otherwise requires. “Customer” means the Customer whose order for the purchase of goods is accepted by Seller. “Customer” includes a buyer that has not dealt with the Supplier previously.

2. **CONDITIONS**

These terms and conditions shall apply to every sales contract and sale of goods between the Seller and the Customer. Any terms and conditions of the Customer’s order or any statement by the Customer deviating from or inconsistent with these terms and conditions are expressly rejected by the Seller. Acceptance of order may be made and communicated by the Seller in writing or by overt act of acceptance. No agent or distributor of the Seller has authority to add to, vary or contradict these terms and conditions.

3. **PRICES**

Quotations are to be treated as estimates only and subject to withdrawal, correction or alteration at any time before acceptance of the Customer’s order by the Supplier. Prices are ex-Supplier’s warehouse unless otherwise agreed in writing, and do not include GST.

4. **INSURANCE**

It is the Customer’s responsibility to effect whatever insurance cover is required at his own expense.

5. **CONFIRMATION ORDER**

Confirmation orders must be marked as such by Customers. If not, the Seller will consider the Customer’s order as original.

6. **TERMS AND PAYMENT**

Cash on delivery unless the Customer shall have made some other arrangement with the Supplier prior to the time of delivery of the goods and such arrangement continues up until delivery of the goods. If the Supplier shall have granted to the Customer credit facilities payment for all goods sold will be within thirty (30) days from the last day of the month in which each delivery was made. Where the Customer failed to make payment in accordance therewith, the Supplier may stop delivery of goods or services to the Customer and payment shall become immediately due for all goods and services provided. The Customer shall be responsible for collection and all legal charges on outstanding amounts. Interest shall be payable by the Customer on all accounts overdue to the Seller at the rate of two (2) per annum per month.

7. **PART DELIVERIES**

The Seller may make part deliveries of any order unless agreed to the contrary in writing. Each part delivery shall constitute a separate contract for the sale of goods upon the conditions herein contained. Failure to make a delivery to a total order shall not invalidate as regards other deliveries. Every endeavour will be made by the Seller to complete delivery within the period stated, if any, but no liability can be accepted by the Seller for delay in delivery or non-delivery.

8. **PASSING OF TITLE**

A. Goods supplied by the Seller shall be at the Customer’s risk immediately on delivery to the Customer or into custody on the Customer’s behalf (whichever is the sooner). The title and property in goods supplied will only pass to the Customer when:

- i. The goods the subject of the contract between the parties hereto have been paid for in full and, where payment has been made by cheque, has been cleared for payment by the relevant bank; and
- ii. No other sums are then outstanding from the Customer to the Seller on any account whatsoever, whether or not such terms shall have become due for payment.

B. In the event that any moneys remain unpaid after falling due for payment pursuant to these terms and conditions:

- i. The Customer shall at the request of the Seller advise the total of all goods of any description supplied by the Seller to the Customer under any contract whatsoever held in stock by the Customer at the date the request is made;
- ii. The Seller may at its discretion at any time and without prior notice (notwithstanding any prior failure to exercise such rights) retake possession of the goods supplied by it and for such purpose the Customer hereby irrevocably authorises the Seller and all persons authorised by it in that behalf to enter the premises upon which the goods are located for the purpose of so retaking possession of the same and the Customer indemnifies and

agrees to keep the Seller indemnified in respect of all costs, losses, damages and other expenses suffered by the Seller or any other party as a result of such action on the part of the Seller. The value of all goods retaken by the Seller under the provisions of this sub-clause shall be assessed by the Seller (whose decision shall be conclusive) and the Customer shall (in addition to any other monies owing by the Customer to the Seller) be liable to the Seller as and by way of liquidated damages for the difference between the purchase price payable by the Customer of all goods retaken and the assessed value of the same as retaken as aforesaid subject to an allowance being given to the Customer for any part purchase price (if any) paid by the Customer for those goods;

- iii. With or without taking possession of the goods supplied by it, the Seller may sell the same by public auction or by private treaty by retail or wholesale for cash or on terms and generally as the Seller thinks fit and apply the proceeds actually received by the Seller after defraying expenses of sale and enforcement in or towards reduction of the Customer's debt.

9. **OUTSIDE INTERFERENCE**

The Supplier shall not be liable to the Customer for any defect, loss, damage or delay whatsoever caused by strikes, lock-outs, damage to or breakdown of plant, Government interference, earthquake, civil commotion, force majeure or any other cause beyond the control of the Supplier.

10. **CANCELLATION OF CONTRACT**

Unless otherwise expressly provided in the documents constituting the contract, the Customer shall have no right to cancel the contract.

11. **ACCEPTANCE AND CLAIMS**

Orders accepted by the Seller cannot be countermanded or delivery deferred or goods returned except with written consent of the Seller. The Customer shall be deemed to have accepted the goods to be of the description, quality and quantity order unless particulars of any claim are notified to the Seller in writing within seven days of delivery. The Seller will not accept return of goods unless such return is authorised by the Seller in writing, in which case a restocking fee of 15% of the price of goods returned will be charged to the Customer including freight charges incurred. Products specifically purchased, manufactured, machined or cut to size to the Customer's specifications are not returnable.

12. **WARRANTY**

Goods sold shall have only the benefit of any warranty given by the manufacturer. Goods are not guaranteed by the Supplier in any way unless guaranteed expressly in writing.

13. **LIABILITY OF SELLER**

Except as otherwise provided in these conditions the Seller shall not be under any liability in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects or from any work done in connection therewith except to the extent that any statute applicable to these conditions prevents the exclusion, restriction or modification of such conditions or warranties. Notwithstanding any other provisions of the contract, the Seller shall not be liable to the Customer for any loss of profits howsoever arising nor shall the Seller be under any liability whether in contract, tort or otherwise nor for any injury, damage or loss whether consequential or otherwise, save as is expressly provided in these conditions. The Seller shall not be responsible for damage or fault in performance arising out of incorrect or inappropriate operation of the product by the Customer. The Customer acknowledges that the Seller gives no warranty as to fitness of the product for the intended application of the Customer and that the Customer has relied entirely upon its own evaluation thereof.

14. **REPAIRS**

Goods returned by the Customer to the Seller for repair will be free of all charges to the Seller and at the Customer's risk.

15. **VARIATION BY CUSTOMER**

Should there be any variation in details, sizes and quantities, delivery instructions or any other item or matter on which quotation or invoice is based, the Seller reserves the right to revise and amend the contract price accordingly.

16. **CLERICAL ERRORS**

Clerical errors in computations, typing or otherwise; of catalogue, quotation, acceptance, offer, invoice, delivery docket, credit note or specification shall be subject to correction.

17. **MODIFICATIONS**

All modifications and amendments to these terms and conditions shall be in writing and if otherwise shall not be binding upon the Seller.

PRIVACY

18. The Customer hereby acknowledges that the Customer understands that items of personal information about the Customer contained in this application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency. In making this application, the Customer agrees in accordance with the provisions of paragraph (b), (e) and (h) of s18K(1) and/or s18L(4) of the *Privacy Act 1988* that disclosure by a credit reporting agency and/or use by MASTER AUSTRALIA PTY LIMITED. The relevant information referred to in those sections may occur for the purpose of assessing this application. If the application is approved, the Customer agrees that this agreement shall continue for the duration of the period during which goods are supplied on credit. For the purposes of the *Privacy Act 1988*, the Customer agrees that MASTER AUSTRALIA PTY LIMITED may supply information about the creditworthiness of the Customer to other credit providers and the Customer authorises the Trader References specified above to provide MASTER AUSTRALIA PTY LIMITED with information regarding the creditworthiness of the Customer.