



APPLICATION FOR CREDIT FACILITIES WITH
AUSTRALIAN BATTERY DISTRIBUTORS PTY LTD

Credit Terms - 30 days from date of Statement

Name of Company/Firm/Partnership:

.....

TRADING AS:

.....

Registered Office Address: (not PO Box)

.....

.....

Main Business Address:

.....

.....

Postal Address:

.....

.....

Tel: **Mobile:**

Email: **Fax:**

A.B.N. **Date of Incorporation:**

Authorised Share Capital: **Subscribed Share Capital:**

Business Name No. **Date Issued** **Expiry**

Date Business Commenced: **Amount of credit sought:**

Names of Directors/Proprietors **Address of Directors/Proprietors**

1.

2.

3.

Bankers: **Branch**

References: (Name & address) - Minimum of three required **Phone No.** **FAX No**

1.

2.

3.

I/We hereby:

- Warrant that the above information is true and correct.
- Acknowledge that credit facilities may be withdrawn at any time without prior notice.
- Declare that, unless otherwise stated in this application, the subject business is not structured on trusteeship involving discretionary, unit or family trusts.
- I/We hereby acknowledge acceptance of **Australian Battery Distributors Pty Ltd** standard 'Terms and Conditions of Sale' (see overleaf).

Date: Signature:
Director/Secretary/Proprietor

Date: Signature:
Director/Secretary/Proprietor

REP:

PC:

TERMS AND CONDITIONS OF SALE

These conditions apply to all goods supplied by the Company to the Customer unless specifically varied in writing by the Company.

The Company means Australian Battery Distributors Pty Ltd;

The Customer means the person to whom the Contract is addressed;

The Contract means these Terms and Conditions of Sale as may be amended from time to time read together with any other document provided by the Company;

Delivery shall be deemed to take place on the date of dispatch by the Company of the goods or any part of the goods to the Customer;

Dispatch in relation to delivery means:

The date on which the goods are forwarded by the Company to the address stipulated for delivery in the order confirmation form; or

The date on which the goods are removed by the Customer from the premises of the Company.

The Goods means all goods and/or services sold by the Company.

Charge Terms

The purchase price is to be paid to the Company without deduction of any kind.

The Customer shall pay to the Company at its business office the amount of each invoice within thirty (30) days of date of the statement. Unless otherwise stipulated on the invoice, interest at a rate of 18% per annum will be charged on all overdue payments calculated from the date the payment became due until the date of settlement.

The Customer shall not be entitled to withhold payment of any amount due on account of any claim against the Company whether admitted or disputed unless specifically authorised by writing by the Company.

In the event that the Customer shall:

fail to pay for the goods or any instalment or instalments at the time provided for;

cause its account to exceed any credit allotted to it by the Company

make any composition or enter into any scheme of arrangement or Deed of Assignment with or for the benefit of its creditors (whether pursuant to the provisions of the Bankruptcy Act, Corporations Law or otherwise);

become bankrupt or enter into liquidation, scheme of arrangement or administration;

cause to the Company at any time to have a justifiable doubt as to the ability of the Customer to make payment of its obligations pursuant to the contract.

The Company may in addition to any other rights or remedies which it may have, be entitled in its absolute discretion to:

withhold delivery of any further goods or any instalment or instalments

cancel the contract and other contracts;

treat this and any other contract as having been repudiated by the Customer

enter upon the Customer's premises and remove the goods which by virtue of clause 16 are still the property of the Company;

withhold delivery or further deliveries as the case may be;

act generally pursuant to the provisions of clause 17 provided that nothing shall release the Customer from its obligations to take delivery of and pay for the goods or any instalment or instalments as provided.

Delivery and Returns

Notwithstanding that an approximate date is stipulated in the order for delivery, the time for delivery of the goods shall not be regarded as being of the essence.

The Company will make all reasonable and commercial efforts to have the goods delivered to the Customer on the date agreed between the parties, but the Company, its workers or agents shall be under no liability nor shall the Customer be entitled to treat this contract as repudiated should delivery not be made at that time.

Under no circumstances may the Customer deny a signature evidencing receipt of goods by it, or any employee, agent or carrier utilised or employed by the Customer as the case may be.

Goods will only be considered for credit if an invoice number is supplied. Goods must be returned within thirty days of delivery in original saleable condition in their original packaging before any credit will be granted. The Company reserves the right at its sole discretion to refuse goods for credit.

Goods returned for credit will be subject to a handling charge of 20% of the price of the goods returned.

All freight costs of returns are to be borne by the Customer including the return of drums and pallets.

Prices

The prices set out or referred to are recommended prices only and there is no obligation to comply with the recommendation.

The prices are ex-warehouse, with packing extra, and are subject to change without notice.

Shortages

13. Claims for shortages in delivery or damage to goods may only be made within two business days from the date of delivery.

Fitment of parts

No responsibility is accepted by the Company for the fitment of incorrect parts. The onus is with the fitter to ensure the parts supplied are correct for the particular job. Any damage to parts or consequential damage or costs resulting from the fitment of the incorrect parts are solely the responsibility of the fitter.

Title

Risk of loss, damage or deterioration to the goods shall pass to the Customer upon dispatch from the Company premises to a carrier commissioned by the Company or by the Customer or by the Customer's employee and/or agent.

Property in any article sold by the Company shall not pass from the company to the Customer until the Customer has paid for the article in full and all cheques and other negotiable instruments have been cleared. The risk of loss, damage or deterioration to the article shall be entirely at the risk of the Customer upon Delivery to the Customer.

The property in the goods shall not pass to the Customer until payment in full on any account whatsoever has been received by the Company and the Customer's cheque has been honoured whether or not the account relates to the sale of goods. The Customer shall stand in a fiduciary relationship to the Company in respect of the proceeds of sale of such goods. If the Customer fails to honour any of these terms and conditions of sale, the Company, without notice, shall have the right to take possession of the goods which are the subject of this reservation of title, or trace the proceeds of sale thereof, as the case may be, and to recover the full amount owing to the Company together with interest and costs, if any. The Customer shall hold the goods supplied by the Company in such a way as to identify them as being goods in which property has not passed to the Customer pending payment in full.

Until payment of all debts owing to the Company (some which may not yet necessarily be due for payment) the Company may without prejudice to any of its other rights and without prior notice, retake and resume possession of any of the goods which remain its property and by its servants and agents, enter upon the Customer's premises, or any other place where the goods may be, without liability for trespass or any resulting damage if:-

there is any breach of any contract between the Company and the Customer; or

the Customer takes any action which could result in the Customer being made bankrupt or an arrangement under Part X of the Bankruptcy Act 1966 is invoked against the Customer, or the Customer is wound up or is placed under official management, or a receiver or receiver and manager, or a voluntary administrator is appointed in respect of the Customer its undertaking or property or any part hereof or any encumbrance, by itself or by an agent, takes possession of the Customer's undertaking or property or any part thereof; or

the Customer parts with possession of the goods or any of them otherwise than by way of sale to a customer in the ordinary course of its business.

the Company may recover the price of the goods by action, and may apply to wind up or bankrupt the Customer, if the goods are not paid for within the Company's usual credit terms, notwithstanding that property in the goods has not passed to the Customer.

these provisions apply notwithstanding any arrangements under which the Company provides credit to the Customer. To the extent of any inconsistency, these provisions prevail.

Recovery

The Company may claim and recover from the Customer on demand, in addition to any other sums payable:

all losses, costs and expenses incurred by the Company in consequence, directly or indirectly, of any breach of the contract on the part of the Customer and including the legal costs, if any, as between solicitor and own client, and any costs in relation to retaking possession of the goods.

the Company shall have the right to resell the goods and claim any losses whatsoever that it may have sustained as a result

Notwithstanding anything to the contrary contained in any order submitted by the Customer to the Company, in placing any order with the Company, the Customer shall be deemed to have accepted the Company's Terms and Conditions of Sale.

This contract constitutes the entire agreement between the Company and the Customer and supersedes all offers, tenders and quotations.

Each clause of this contract is severable from the others and if any clause found to be defective or unenforceable for any reason by any competent court, the remaining clauses shall remain in full force and effect.

The validity, interpretation and performance of this contract shall be governed by the laws of the State of Queensland.

REP:

PC: