

FAMOUS PACIFIC SHIPPING (QLD) PTY LTD
ABN 82 091 896 329

APPLICATION TO TRADE AN OPEN CREDIT ACCOUNT

Applicant:			
Trading Name:			
ABN:	Telephone:	Facsimile:	
Number of Years Trading:		Nature of Business:	
Business Address:			
		Post Code:	
Postal Address:			
		Post Code:	
State Whether:	<input type="checkbox"/> Sole Owner	<input type="checkbox"/> Partnership	<input type="checkbox"/> Company
Anticipated Monthly Trade: \$	Email Address:		
Accounts Contact Person:			
TRADE REFERENCES:			
1. Name of Company:			
Address:			
Telephone:			
2. Name of Company:			
Address:			
Telephone:			
3. Name of Company:			
Address:			
Telephone:			
Bank:		Branch:	

I/WE certify that the above details are true and correct and that I/WE am authorised to sign this Application on behalf of the entity making the Application. I/WE agree on behalf of the Applicant that the terms and conditions listed on the reverse of this form or annexed to this form apply to dealings with the supplier or creditor.

Where this Application is made by a Company I/WE covenant, warrant and represent that the Company is presently able to pay its debts as and when they fall due and I/WE will inform the supplier immediately the Company is insolvent or is unable (or will become unable) to pay its debts as and when they fall due.

Signed:

Name (Print): For: (Co. Name).....

Position Date:

FAMOUS PACIFIC SHIPPING (QLD) PTY LTD

Famous Pacific Shipping (QLD) Pty Ltd ABN 82 091 896 329
Unit 5, 50 Borthwick Avenue, MURARRIE QLD 4172
P O Box 1556, EAGLE FARM QLD 4009
Telephone: +61 7 3906 2888 Facsimile: +61 7 3906 2838

Terms and Conditions

1. This document comprises the whole of the agreement between FAMOUS PACIFIC SHIPPING (QLD) PTY LTD (the supplier) and the applicant/s in the Credit Application ("the buyer") which term includes the proprietors or a sole trader or partnership or the company as the case may be. These terms and conditions supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of products and/or goods or any part thereof including, but without limiting the generality of the foregoing, those relating to the performance of the product and/or goods or any part thereof or the results that ought to be expected from using the product and/or goods. Neither the buyer nor any agent or representative of the buyer may vary the terms hereof in any way.
2. Quotations are subject to acceptance within 21 days.
3. Price is based on[*specification of product and/or goods*]. Every endeavour is taken to ensure the product and/or goods is/are of the correct specification and the supplier accepts no responsibility for any incorrect specification.
4. Unless stated in the quotation, no allowance has been made for any technical or other problems in connection with the product and/or goods which may be encountered during the performance of this Contract. An extra charge will be made for labour and equipment where applicable.
5. If this quotation is accepted, the payment will be the responsibility of that person or company to whom this quotation is directed.
6. The supplier does not accept any responsibility for damages caused to any product and/or goods during the performance of this Contract.
7. It is a specific condition that should this credit application be approved then payment is due within *seven (7) days* from the date of our invoice statement unless otherwise requested by you and confirmed by us in writing.
8. A query on an account is not the basis for withholding payment. Adjustments, if warranted will be made subsequently.
9. All products and/or goods remain the property of the supplier until full payment of the contract price. The buyer warrants that the supplier may have access to and remove any such products and/or goods that is/are the property of the supplier.
10. Should payment not be made within the time required herein, the buyer agrees that interest will be charged at the rate of 1.5% per month (calculated daily) on any outstanding balances. If the buyer is a natural person any interest that can be charged by the supplier under this Clause is limited to the amount permitted in the Credit Act if the Credit Act applies to the transaction.
11. This Agreement has been made in Brisbane at the place of business of the supplier. If any covenant or condition of this Contract or the application thereof shall be or become invalid or unenforceable the remaining terms covenants and conditions shall not be affected thereby and each term covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by the Law.
12. The buyer acknowledges being informed in accordance with the Privacy Act that certain items of personal information about the buyer contained in any credit application to the supplier may be disclosed to a credit reporting agency and the buyer consent to such disclosure and the buyer further consents as follows:
 - (a) The supplier may disclose information derived from any credit application to it and any information derived from any credit report relating to the buyer to any other credit provider for the purpose of providing a reference or references regarding the Accounts of the supplier;

(b) To any credit reporting agency providing information to the supplier regarding the buyer.

13. Account applications may take up to *ten (10) days* to process.

**The Customer Consent under the Privacy Act of 1988 is attached.
Please read carefully and sign.**

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TERMS AND CONDITIONS OF THE SUPPLY AND DELIVERY OF GOODS

1. AGREEMENT

This document comprises the whole of the agreement between **FAMOUS PACIFIC SHIPPING (QLD) PTY LTD** ("the supplier") and the applicant/s referred to on page 1 ("the buyer") which term includes the proprietors or a sole trader or partnership or the company as the case may be. These terms and conditions supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of the products or any part thereof including, but without limiting the generality of the foregoing, those relating to the performance of the products or any part thereof or the results that ought to be expected from using the product. Neither the buyer nor any agent or representative of the buyer may vary the terms hereof in any way. The supplier may, by Notice in Writing to the buyer at any time, vary the terms and conditions under which the supplier will continue to supply goods to the buyer.

2. RETENTION OF TITLE

- (i) The title to the goods shall not pass to the buyer until payment in full is received by the supplier. The buyer is to hold the goods as the supplier's fiduciary agent and bailee.
- (ii) In so far as the buyer is empowered to resell the goods, he resells as principal in relation to any sub-buyer, and has no right to commit the supplier to any contractual relationship or liability to any third party. As between the supplier and the buyer, the buyer is to sell as fiduciary agent.
- (iii) Any resale by the buyer is to be on commercially reasonable terms.
- (iv) The buyer is to keep the goods separate from his own and those of third parties, properly stored, protected and insured. The buyer is to keep the goods in good repair and condition and hereby agrees to indemnify the supplier against all losses, costs, charges, damages and expenses incurred as a result of the use or storage of the goods by the buyer.
- (v) The buyer is to keep separate records in relation to the proceeds of the sale of any goods which have not been paid for, bank the proceeds of any such sale into a separate account (and in any event hold such proceeds as trustee for the supplier) and immediately remit such funds to the credit of the supplier. The buyer is to account to the supplier for all proceeds, tangible or intangible, including insurance proceeds and proceeds of proceeds.
- (vi) The buyer is to keep all proceeds separate from his own and those of third parties and is to keep all tangible proceeds properly stores, protected and insured.
- (vii) The supplier is to have power to appropriate payments to such goods and accounts as the supplier thinks fit, notwithstanding any purported appropriation by the purchaser to the contrary.
- (viii) Ownership of the goods which are the subject of this supply contract is to remain with the supplier until such time as the goods the subject of this supply contract, and all other goods supplied by the supplier to the buyer, and all debts owing to the supplier are paid for in full. However risk shall pass to the buyer on the delivery of goods. Freight risk in transporting goods will pass to the buyer upon handing over the goods to the buyer's carrier.
- (ix) The buyer is entitled to a period of credit of thirty (30) days according to Clause 9 hereof, but shall account to the supplier for the purchase price of the goods immediately after the goods are on-sold and the proceeds of sale received, even though the credit period may not have expired.
- (x) The supplier is entitled to retake possession of any unpaid for goods in the event that the buyer defaults or commits an act of bankruptcy, or a receiver is appointed, or the buyer goes into liquidation, or official management, or some other form of insolvency administration whether formal or informal, or the buyer ceases to carry on business, or the buyer makes a scheme or compromises with his creditors, without prejudice to any other rights of the supplier.
- (xi) The supplier has the right of resale of the goods in the event that he retakes possession of them. It is at the discretion of the supplier whether return of goods purchased by the buyer will be accepted by the supplier.
- (xii) The buyer agrees to obtain any consent necessary or requested by the supplier for the supplier to gain access to any premises other than the buyers for the purpose of taking possession of the goods.
- (xiii) If the purchase price has not been paid by the buyer to the supplier by the due date, the supplier shall thereafter be entitled to sue for the purchase price of the goods.

3. MINIMUM ORDER FOR DELIVERY

UNLESS picked up from the supplier warehouse orders **UNDER** \$100.00 net will attract a delivery surcharge of \$10.00 at the discretion of the supplier.

4. PRICES

Orders are accepted subject to prices ruling at the time of delivery and prices are subject to change without notice unless quoted for a specific time period.

5. BACKORDERS

Backorders will be recorded and delivered by the supplier when available unless otherwise agreed by the supplier. The supplier will not accept responsibility or liability for any order it is not able to supply. The buyer cannot delay payment of any money due to the supplier for the reason that any back order has not been met by the supplier.

6. SALES TAX EXEMPTION

Exemption from Sales Tax will only be granted if order is accompanied by signed certificate.

7. CREDIT CLAIMS/RETURNS

All returns for credit must be authorised by the supplier and accompanied with the relevant **INVOICE NUMBER**. All claims must be made within **14 days** from delivery of goods.

8. CANCELLATION OF CREDIT

The supplier has the right to discontinue supply of goods on credit to the buyer without notice and to require payment of the total amount due and owing to it according to these terms and conditions. If the buyer is in breach of these terms and conditions the supplier can require immediate payment of the total amount due and owing to it by the buyer.

9. PAYMENT OF ACCOUNTS

Accounts are to be paid within **THIRTY (30) DAYS** after the end of the month in which invoicing of goods has been made. Time is of the essence in these terms and conditions. Without limiting any other remedy available to the supplier, supply of orders may be withheld if payment of any account is overdue.

10. INTEREST

Should payment not be made within the time required herein, the buyer agrees that interest will be charged at the rate of 1.5% per month on any outstanding balances. If the buyer is a natural person any interest than can be charged by the supplier under this Clause is limited to the amount permitted in the Credit Act if the Credit Act applies to the transaction.

**The Customer Consent under the Privacy Act of 1988 is attached.
Please read carefully and sign.**

FAMOUS PACIFIC SHIPPING (QLD) PTY LTD
ABN 82 091 896 329

CUSTOMER CONSENT FORM

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Unit 5, 50 Borthwick Avenue, MURARRIE QLD 4172
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Telephone: +61 7 3906 2888 Facsimile: +61 7 3906 2838

(To be completed by individuals applying for personal or commercial credit)
Privacy Protection of Information – Privacy Act 1988 (Cth)

To Famous Pacific Shipping (QLD) Pty Ltd, ABN 82 091 896 329

Acknowledgment and authority that credit information may be given to a credit reporting agency.

I/we understand that S 18(E) of the Privacy Act allows Famous Pacific Shipping (QLD) Pty Ltd to give a credit reporting agency certain information about me/us, which we hereby authorise Famous Pacific Shipping (QLD) Pty Ltd to do so. This information, which may be given in terms of the section, is:

- The fact that I/we have applied for credit and the amount;
- The fact that Famous Pacific Shipping (QLD) Pty Ltd are a credit provider to me/us;
- Payments which are more than sixty (60) days overdue;
- Advise those payments are no longer overdue;
- The fact that a cheque drawn by me/us for more than \$100.00 has been dishonoured more than once;
- In the opinion of Famous Pacific Shipping (QLD) Pty Ltd, I/we have committed a serious credit infringement;
- That any credit provided by Famous Pacific Shipping (QLD) Pty Ltd to me/us has been discharged.

Authority for Famous Pacific Shipping (QLD) Pty Ltd to Obtain Certain Credit Information

To enable Famous Pacific Shipping (QLD) Pty Ltd to assess my/our application for credit, I/we authorise Famous Pacific Shipping (QLD) Pty Ltd to:

- Obtain a credit report containing personal and/or commercial information about me/us from a credit reporting agency in relation to my/our application to Famous Pacific Shipping (QLD) Pty Ltd for credit.
- Obtain a report concerning me/us from a business, which provides information about the commercial credit worthiness of a person in relation to both their personal and commercial credit worthiness in accordance with S 18K(1)(b) of the Privacy Act.

Authority to Exchange Information with Other Credit Providers

In accordance with S 18N(1)(b) of the Privacy Act, I/we hereby authorise Famous Pacific Shipping (QLD) Pty Ltd to give and obtain information about my/our credit arrangements from other credit providers named in my/our credit application and credit providers named in a credit report obtained in terms hereof. I/we understand that this information may include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give in terms of the Privacy Act. I/we further understand that this information may be used for the following purposes:

- To assess an application by/us for credit;
- To assist me/us to avoid defaulting on my/our credit obligations;
- To notify other credit providers of a default by me/us;
- To assess my/our credit worthiness.

Authority for Famous Pacific Shipping (QLD) Pty Ltd to Provide Information to Guarantors

I/we authorise Famous Pacific Shipping (QLD) Pty Ltd to give my/our guarantors (if any) details of personal or commercial credit provided, personal information about my/our credit worthiness, credit standing, credit history or credit capacity relating to credit facilities which are subject of the guarantee.

Details of Persons Giving Consent

Name: _____ **Signature:** _____
Company (If applicable): _____ **A.C.N:** _____
Capacity (If applicable): _____ **Telephone (H):** _____
Address: _____ **Telephone (W):** _____
For (Being Duly authorised): _____ **Date:** _____