

**APPLICATION FOR CREDIT**

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

ACN: \_\_\_\_\_ ABN: \_\_\_\_\_

Business Type:

Registered Company  Partnership  Sole Trader  Govt Department  Trustee  Other Incorporated

Full Trading Name: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Registered Office Address: \_\_\_\_\_

\_\_\_\_\_ POSTCODE: \_\_\_\_\_

Full Trading Address: \_\_\_\_\_

\_\_\_\_\_ POSTCODE: \_\_\_\_\_

Address for Invoicing: \_\_\_\_\_

\_\_\_\_\_ POSTCODE: \_\_\_\_\_

Date Business Established: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Purchasing Email Address: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Accounts Payable Email Address: \_\_\_\_\_

Credit limit requested \$ \_\_\_\_\_

Full Name and Private Address of Directors/Proprietors/Owners:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Trade References:

1. Business Name \_\_\_\_\_ Contact Name \_\_\_\_\_  
 Address \_\_\_\_\_

Years Trading with them: \_\_\_\_\_

2. Business Name \_\_\_\_\_ Contact Name \_\_\_\_\_  
 Address \_\_\_\_\_

Years Trading with them: \_\_\_\_\_

3. Business Name \_\_\_\_\_ Contact Name \_\_\_\_\_  
 Address \_\_\_\_\_

Years Trading with them: \_\_\_\_\_

I/We agree that the details on this form are true and correct and that the terms and conditions have been read and accepted.

Signed for and on behalf of the Business

Business Name \_\_\_\_\_ Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

Personal Guarantee (To be completed if the applicant is a Proprietary Limited Company) In consideration of Promotional Product Services Pty Ltd, agreeing to sell goods and services on credit to \_\_\_\_\_ Pty Ltd:

I \_\_\_\_\_ of \_\_\_\_\_

And I \_\_\_\_\_ of \_\_\_\_\_

Hereby agree to personally guarantee any and all obligations of \_\_\_\_\_ Pty Ltd to Promotional Product Services Pty Ltd.

Directors Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Directors Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE OF GOODS/SERVICES

*Privacy Statement: All personal information collected in the Credit Application process, including credit reference reports obtained from third parties, is used for the purpose of account establishment, payment and administration. It is not disclosed to any third party, except for agents and advisors used in the debt collection process.*

The following terms and conditions apply to and form part of any contract between Promotional Product Services Pty Ltd (the Company) and a customer for the supply of goods or services by the Company whether or not quotations are given. These terms and conditions replace any previous terms and conditions.

### Receipt of Goods and Artwork Approval

- (a) We require a 1 week turnaround time from receipt of both goods and artwork approval.
- (b) Every effort will be made to meet your delivery time however you must clearly mark this on your purchase order as no verbal communication for deliveries will be accepted.
- (c) Your purchase order should include a legible art reference sheet and a purchase order number.
- (d) If you cannot provide an art reference sheet 1 will be provided at a charge of \$15.00.
- (e) All artwork is to be signed off either by you or your customer and faxed to Promotional Product Services Pty Ltd to be attached to your order.

### Prices and Specifications

Prices and specifications are subject to change without notice. All prices are subject to any Federal, State or other taxes in effect at the time of dispatch.

### Quotations

- (a) Quotations are current only until the date shown there on. The Company may amend, vary or withdraw the quotation at any time.
- (b) No quotation given by the Company shall constitute an offer. An order placed by a customer (whether or not pursuant to any such quotation) is not binding on the Company unless and until agreed to in writing by the Company.
- (c) GST or import duty (if any) included in any quotation is based on the rates and methods of assessment in force as at the date of quotation. All variations whether arising from statutory amendments, changes of interpretation or classification, or variations in the rates of tax or duty shall be charged to the customer's account.

### Payment

- (a) Unless otherwise agreed to in writing all goods will be supplied with payment due within 7-30 days of date of invoice. The Company shall be entitled to request payment of a deposit of such amount as it thinks fit prior to the commencement of work on the customer's order.
- (b) The extension of credit shall be at the absolute discretion of the Company and where extended shall require payment by net cash within 30 days from date of invoice. Unless otherwise agreed in writing.
- (c) If the Customer defaults in the payment of any monies due to the Company, the Company shall be entitled to charge interest on all amounts not paid by the due date for payment. Such interest shall be calculated on a daily basis from the due date for payment until the date the Company received payment at such rate as may be determined by the Company, up to but not exceeding a rate of three percent (3%) per annum above the rate, charged by the Company's Bank on overdrafts in excess of \$100,000.00.

### Delivery

- (a) New Customers are 7 days for first 6 jobs, then 30 days for approved applicants.
- (b) The Company shall not be liable for any loss or damage (including consequential loss or damage) arising from delay in delivery or failure to deliver due to circumstances beyond its reasonable control and the customer shall accept and pay for goods notwithstanding late delivery.
- (c) Unless otherwise agreed to in writing by the Company delivery of the goods shall be freight on. Where goods are delivered freight on, delivery to the customer shall be deemed to be effected when they are loaded onto the delivery vehicle at the Company's store.
- (d) The customer shall be responsible for and shall indemnify the Company for loss or damage to the goods from the time of delivery until paid for in full.
- (e) Shortages in delivery must be reported to the Company within 7 days of the date of receipt of the goods by the customer.
- (f) Delivery to third parties may be arranged at the request of the customer subject to acceptance by the Company.

### Returns and Claims

- (a) ALL CLAIMS MUST BE MADE IN WRITING WITHIN 14 DAYS OF DATE OF INVOICE.
- (b) All goods returned on account of Promotional Product Services Pty Ltd should be sent only through our approved carrier, and we will not accept freight costs for any goods returned other than by our approved carrier.
- (c) Any claims whatsoever will not be recognised by Promotional Product Services Pty Ltd, unless a copy of the relevant invoice issued by us at the time of the original delivery, is evidenced at the time of claim.

### Warranty

All implied conditions, warranties and undertakings, other than those implied by Part V of the Trade Practices Act, are hereby expressly excluded. Where the goods are of a kind other than goods ordinarily acquired for personal, domestic or household use, then the Company's liability for breach of a condition or warranty implied by Part V of the Trade Practices Act is limited, at its option, to any one or more of the following –

- (a) The replacement of the goods or the supply of equivalent goods.
- (b) The repair of goods.
- (c) The payment of the cost of replacing goods or of acquiring equivalent goods.
- (d) The payment of the cost of having the goods repaired.

### Indemnity

Without prejudice to any other rights the Company may have, the customer shall indemnify the Company for any loss, damage or expense incurred by the Company should the customer cancel any order or breach any term hereof.

### Title

While risk in the goods shall pass on delivery, legal and equitable title shall remain with the Company until full payment for all debts owed to the Company is made. Until payment is made in full the customer will have responsibility as bailee of the goods and will return the goods to the Company if so requested. Notwithstanding the foregoing, the customer as fiduciary may sell or deal with the goods in the ordinary course of its business whereupon the bailment shall immediately terminate.

### Default

Should the customer fail to make due payment for any goods or services supplied by the Company or commit an act of bankruptcy or by act or omission enable the appointment of a scheme manager, trustee, official manager, receiver and manager, administrator, liquidator or any other person authorised to enter into possession or assume control of any property of the customer pursuant to a mortgage or other security, or according to Law, the Company may, without prejudice to any other rights it may have, do any or all of the following –

- (a) withdraw any credit facilities which may have been extended to the customer and demand immediate payment of all monies owing to the Company;
- (b) withhold any further deliveries of goods or performance of services required under the contract;
- (c) In respect of goods already delivered, enter onto the customer's premises to recover and resell same for its own benefit;
- (d) suspend and/or terminate performance of any other contracts which the Company has with the customer.

### Collection Charges

Any expenses, costs or disbursements incurred by the Company in recovering any outstanding monies from the Customer including debt collection agency fees and commission and solicitors cost (full indemnity basis) shall be paid by the Customer.

### Governing Law

All contracts between the Company and the Customer shall be governed by the Laws of Queensland and for this purpose the Courts of Queensland shall have jurisdiction to determine any disputes or issues arising out of such contracts.