

CREDIT APPLICATION



HOSE MANIA

19 Vinnicombe Drive
CANNINGVALE WA 6155
Phone: (08) 9256 4550
ABN 95 121 717 682

Bank Details: APM ENTERPRISES (WA) PTY LTD
BSB: 016-281
Account: 468639977

Date of Application: _____

Business Information

Registered Business Name: _____ ABN: _____

Trading as: _____ Type of Business: _____

Registered Address: _____ Suburb: _____ Post Code: _____

Registered Address: _____ Suburb: _____ Post Code: _____

Registered Address: _____ Suburb: _____ Post Code: _____

Delivery Instructions: _____

Contact details

Business: _____

Fax: _____

Mobile: _____

Email: _____

Contact Personnel

Manager: _____

Contact Number: _____

Purchasing: _____

Contact Number: _____

Accounts: _____

Contact Number: _____

Bank Account Details

Bank: _____

BSB Number: _____

Branch: _____

Preferred Payment Method: Cheque: Direct Deposit:

Net Asset Value: \$ _____

Monthly Credit Required: \$ _____

For Hose Mania use only

Customer Code:	Discount Code:
Approved by: Account Manager	Signature: Date:
Approved by: General Manager	Signature: Date:
Credit Limit: \$	

Proprietors or Directors

Name: _____

Address: _____ Suburb: _____ Postcode: _____

Name: _____

Address: _____ Suburb: _____ Postcode: _____

Name: _____

Address: _____ Suburb: _____ Postcode: _____

Credit References

1. Name: _____ Contact: _____

Phone: _____ Fax: _____

2. Name: _____ Contact: _____

Phone: _____ Fax: _____

3. Name: _____ Contact: _____

Phone: _____ Fax: _____

Terms of Trading Agreement

Terms and Conditions of Supply

1. The minimum invoice value is \$10 net excluded GST.
2. The Customer hereby warrants that the information supplied in this document is true, accurate and correct and is supplied for the purpose of obtaining credit.
3. The customer warrants that the persons' signatures appearing on this agreement are duly authorised by the Customer to apply for credit and execute this Agreement.
4. The Customer agrees to adhere to the terms and conditions of the Agreement.

5. The Customer agrees that they are not entitled to any credit facilities until they receive notice in writing ("the notice") from the Supplier stating that credit facilities have been given and specifying the terms and conditions upon which such credit facilities are given. Until the Customer receives such notice in writing from the Supplier, and goods that are supplied to the Customer shall be on the basis of cash upon delivery.
6. The parties agree that in the event that the Supplier, prior to approving credit, grants to the Customer time to pay for any goods supplied, then such supply shall not amount to a waiver by the Supplier, of any of the terms of this Agreement, nor be construed or be taken either directly or by implication as a granting by the Supplier of credit facilities to the Customer, and no credit facilities shall be granted unless so stated in the notice. The customer also agrees that for the purpose of obtaining supply, prior to the receipt by Hose Mania of this agreement in original form and duly completed in a manner satisfactory to APM Enterprises (WA) T/A Hose Mania, that this form completed by the customer and faxed to APM Enterprises (WA) T/A Hose Mania carries the same agreement and terms as if APM Enterprises (WA) T/A Hose Mania had received the original.
7. In the event of the Supplier granting credit facilities to the Customer then the following terms shall apply-
 - (i) Payment of any purchase is due 30 days after the end of the month in which goods are purchased.
 - (ii) That should the Customer default in the payment of any monies due under this Agreement then all monies due to the Supplier immediately become due and payable, and shall be paid by the Customer within SEVEN days of the date of demand and the Supplier shall be entitled to charge interest at the rate of 15% per annum on all overdue accounts from the date of due payment until the date of actual payment.
 - (iii) Any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies, including debt collection agency fees and solicitor's costs, shall be paid by the Customer, providing that those fees do not exceed the scale charges as charged by that debt collection agency/solicitor.
 - (iv) The Supplier shall be entitled without notice to terminate any credit arrangement with the Customer in the event of the Customer defaulting in any of the terms and conditions herein contained.
- (v) The Supplier shall be entitled at any stage during the continuancy of this Agreement, to request such security or additional security as the Supplier shall in its discretion think fit, and shall be entitled to withhold supply of any goods or credit arrangements until such additional security shall be obtained.

8. RETENTION OF TITLE TO GOODS (ROT)

- (i) The customer hereby acknowledges that title to all goods supplied and delivered will not pass to the Purchaser until payment in full of all outstanding debts has been received by APM Enterprises (WA) T/A Hose Mania and cheques are cleared. The Supplier hereby agrees to allow the Customer to deal, sell or trade with the goods in the normal course of business, and for the Customer to retain the sale proceeds of such sale or dealing, provided that the Customer adheres to the terms and conditions of this agreement.
- (ii) Until the date of final payment the Purchaser shall store all the goods supplied by APM Enterprises (WA) T/A Hose Mania, so that they are clearly identified as the property of APM Enterprises (WA) T/A Hose Mania.
- (iii) In the event of any payment default for goods supplied under the normal trading terms and conditions as agreed to with APM Enterprises (WA) T/A Hose Mania, then APM Enterprises (WA) T/A Hose Mania shall have the right (without giving prior notice) to retake possession of all the goods supplied, and the Customer hereby authorises and allows APM Enterprises (WA) T/A Hose Mania or its appointed representative, servant, agent or employee to enter the premises upon which the goods are stored or housed, for the purpose of retaking possession of the goods, and APM Enterprises (WA) T/A Hose Mania shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of the Supplier retaking possession of the goods.
- (iv) The customer indemnifies APM Enterprises (WA) T/A Hose Mania against loss or damage to the products occurring prior to title passing.

9. CLAIMS

The customer will be deemed to have accepted the Products unless Hose Mania has received notice in writing of any defects, damage, shortage, non delivery or other non conformity within fourteen (14) days of despatch of the goods by APM Enterprises (WA) T/A Hose Mania. Any special product sales to the Purchaser at reduced or discounted rates are non returnable for credit under any circumstances.

10. DELIVERY

Any date quoted for availability or delivery is an estimate only, and unless a guarantee shall have been given by APM Enterprises (WA) T/A Hose Mania in writing, providing for liquidated damages for failure to deliver by the quoted date, APM Enterprises (WA) T/A Hose Mania shall not be liable to the Purchaser for any loss or damage, howsoever arising even if arising out of the negligence of the Company for failure to deliver on or before the quoted date. Any failure on the part of Hose Mania to deliver within the time stated will not entitle the Customer to repudiate the Contract in whole or in part.

11. ARBITRATION

Any dispute or differences arising in connection with this Contract must be submitted to arbitration in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitrations.

12. PRODUCT LIABILITY

To the extent permitted by law, Hose Mania excludes all liability for any damage, whether direct, indirect, special or consequential, to any property or person, arising in any way out of the use of or in relation to the products supplied.

13. WAIVER

Failure by Hose Mania to insist upon strict performance of any term or condition hereof, or any delay by Hose Mania in exercising its remedies under this agreement will not constitute a variation or waiver of any provision of this agreement or any remedy available to APM Enterprises (WA) T/A Hose Mania.

14. INSOLVENCY & DEFAULT

In addition to any lien to which APM Enterprises (WA) T/A Hose Mania may, by statute or otherwise be entitled, the Company shall in the event of either the Purchasers insolvency, bankruptcy or any winding up notice being given, be entitled to a general lien on all property or goods belonging to the Purchaser, (although such goods or some of them have been paid for), to the value of any amount remaining unpaid for goods supplied at the date of such insolvency, bankruptcy or winding up notice duly delivered.

- (i) The Customer further agrees and permits and authorises APM Enterprises (WA) T/A Hose Mania to register a caveat over any land now owned by the Customer or in the future acquired by the Customer, to secure any sum due hereunder at any time during the continuance of credit advanced to the Customer.

