



P. O'Brien & Associates Pty. Ltd.

Adjuvate Australia (A.B.N. 30 066 284 268)
 15B Lyell Street, Mittagong NSW Australia 2575
 Phone +61(02) 4872 2154

COMMERCIAL CREDIT ACCOUNT APPLICATION

FULL TRADING NAME			A.B.N				
ADDRESS							
PHONE		FAX		EMAIL			
TYPE OF BUSINESS <input type="checkbox"/> COMPANY <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE TRADER <input type="checkbox"/> TRUST							
IS TRADE NAME REGISTERED? <input type="checkbox"/> YES <input type="checkbox"/> NO			REGISTRATION #				
REGISTERED OFFICE							
PHONE		FAX		EMAIL			
REGISTERED TRUST NAME (If a Trust)							
OWNED BY (Legal Entity)				A.B.N			
TIME AT THIS ADDRESS							
FULL NAME & ADDRESS OF DIRECTORS, PARTNERS, AND PROPRIETORS							
SURNAME		FIRST NAME/S		ADDRESS		PHONE	
1.							
2.							
3.							
4.							
COMMERCIAL REFERENCES							
NAME		CONTACT		PHONE		EMAIL	
1.							
2.							
3.							
4.							
CONTACT FOR ACCOUNTS				CONTACT FOR ORDERS			
HOW LONG ENGAGED IN THIS BUSINESS				TIME UNDER PRESENT OWNERSHIP			
PREMISES <input type="checkbox"/> OWN <input type="checkbox"/> RENT		No. OF STAFF		CREDIT REQUESTED \$			
NAME OF BANK				BRANCH			
BSB / ACCOUNT				PHONE			
BANK ACCOUNT NAME (If different from Business Name)							
<p>The applicant warrants that the information in this application is correct and that should there be any change in the circumstances of the applicant with respect to any matter the applicant will notify the Company in writing giving details of that change within fourteen (14) days of that change occurring. The applicant acknowledges that the terms and conditions of sale set out in this application apply to and form part of any contract for the sale of goods between the Company and the applicant. TO COMPLY WITH THE PRIVACY AMENDMENT ACT 1990, I/we the undersigned acknowledge that the Company has informed me/us in accordance with s.18E(8Xc) of the Privacy Act 1988, that certain items of personal information about me/us contained in this application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency. Furthermore, I/we agree, in accordance with the provisions of paragraph (b), (e) and (h) of s.18L(4) of the Privacy Act 1988 that disclosure by a credit reporting agency and/or use by the Company of the relevant information referred to in those sections may occur for the purpose of assessing this application.</p>							
TO ENABLE THIS COMMERCIAL CREDIT APPLICATION TO BE PROCESSED, THE REVERSE SIDE OF THIS FORM MUST BE SIGNED BY AN AUTHORISED PERSON OF THE COMPANY TO COMPLY WITH THE PRIVACY AMENDMENT ACT 1990.							

TERMS AND CONDITIONS OF SALE

DEFINITION

The "Vendor" means "P. O'BRIEN & ASSOCIATES PTY. LTD."

The "Purchaser" means the parties stated at the foot of this document.

The "Goods" means property of the Vendor which has been or is to be Purchased by the Purchaser from the Vendor and is the subject of these Terms and Condition of sale.

PAYMENT

1. Unless agreed to in writing prior to delivery, all payments for goods are to be made within the credit terms as stated on the invoice or upon the Purchaser receiving payment for sale of the goods, whichever shall first occur.
2. The Purchaser will pay interest on overdue accounts at the rate of 1.5% per calendar month, calculated daily.

TITLE

3. Until the goods subject of this contract are paid for in full by the Purchaser, ownership therein shall remain with the Vendor, but all risk passes to the Purchaser upon the goods leaving the premises of the Vendor for delivery to the Purchaser.
4. Until the goods are paid for in full, the relationship between the parties shall be fiduciary, and the Purchaser shall hold the goods as bailee for the Vendor. The purchaser shall store the Vendor's goods separately from its own.
5. (i) The Purchaser is not permitted to dispose of the goods until they are paid for, without the specific consent in writing of the Vendor and (ii) In the event that the Vendor consents to the disposal of the goods, the moneys resulting from the sale are to be accounted for directly to the Vendor and shall not be merged with other moneys of the Purchaser.
6. (i) Until the goods are paid for in full, the Vendor authorises the Purchaser to sell the goods only as agent for the Vendor. However, the Purchaser shall not represent to any third parties that it is in anyway acting for the Vendor. The Vendor will not be bound by any contracts with third parties to which the Purchaser is a part. (ii) Records shall be kept by the Purchaser of any goods owned by the Vendor; and (iii) Until the Vendor has been paid in full, the proceeds of sale of the goods shall be paid into a separate account and the Purchaser Shall account to the Vendor from this fund for the full price of the goods.
7. In the event of the Purchaser defaulting under this agreement, committing an act of Bankruptcy or (being a company) a receiver and/or manager is appointed to the Purchaser or the Purchaser goes into liquidation, without prejudice to any other rights of the Vendor, the Purchaser agrees that the Vendor may retake possession of unpaid-for goods. In the event of the Vendor retaking possession of such goods, the Vendor shall have the right of resale of the goods.

GST

8. Prices quoted do not include Goods and Services Tax. Goods and Services Tax will be added to the quoted price at the time of sale.

WARRANTY

9. All goods manufactured by the Vendor are guaranteed against faulty material for 12 months from the delivery date. The guarantee is valid only provided:-
 - (a)The goods have been installed and used within their specified operating limits. Where installation methods and/or operating limits are not specified the goods must be installed and operated in a method and within limits which would be generally accepted as good engineering practice.
 - (b)The goods have not been modified or damaged;
 - (c)The goods are returned (freight pre-paid) to the Vendor within 14 days of the detection of the fault. Returns will only be accepted if agreed to in writing by the Vendor and have been given a claim number; and
 - (d)The goods have not been damaged in transit or during assembly into other equipment.
10. Notwithstanding the above conditions, the Vendor reserves the right to request and to be supplied full access to the installation and samples as required in which and/or with which the allegedly faulty goods have operated, for examination and testing to determine the validity of a claim prior to procession the claim. Where a claim has been made on the Vendor and it is subsequently shown that the claim was not valid, all expenses incurred by the Vendor in that determination are to be reimbursed by the Purchaser through whom or by whom a claim is made.
11. The maximum claim made on the Vendor is limited to the original invoice amount. It shall be at the discretion of the Vendor whether the goods are repaired, replaced or a credit given. Under no circumstances will the Vendor be liable for any indirect or consequential loss whatsoever and howsoever arising notwithstanding any negligence of the Vendor, its employees, agents, sub-contractors or suppliers.

PATENTS AND REGISTERED DESIGNS

12. Where a design is provided by the Purchaser, the Vendor accepts not responsibility for any infringements of patent rights or of registered designs.

JURISDICTION

13. This Agreement shall be governed by and construed in accordance with the Laws of New South Wales, Australia, and each of the parties hereby submits to the non-exclusive jurisdiction of the Courts of that State.

AUTHORITY

The person signing this Agreement on behalf of the Purchaser warrants that he/she has full legal capacity and authority to execute this Agreement and to bind the Purchases.

SIGNED	DATE
NAME	POSITION

OFFICE USE ONLY	<input type="checkbox"/> 7days Invoice	<input type="checkbox"/> 7days Statement	<input type="checkbox"/> 30days Statement
<input type="checkbox"/> References Reviewed	NOTES		
<input type="checkbox"/> Account Approved			
<input type="checkbox"/> Account Opened			
<input type="checkbox"/> Customer Informed			