



**APPLICATION FOR
TRADING ACCOUNT**

FULL TRADING NAME OF BUSINESS:

A.B.N. PHONE: FAX:

REGISTERED ADDRESS:

POSTAL ADDRESS:

TYPE OF BUSINESS:

CONTACT RE: A/C MATTERS:EMAIL

IS THE BUSINESS A: LTD / PTY LTD / TRUST COMPANY / PARTNERSHIP /

INDIVIDUAL OWNERSHIP:

IF A COMPANY, WHAT IS THE PAID UP CAPITAL: \$

DATE BUSINESS COMMENCED:

DATE BUSINESS REGISTERED:

NAMES & ADDRESSES OF DIRECTORS / PARTNERS / OWNER / TRUST MEMBERS

1)

2)

3)

4)

NAME OF BANKER, BRANCH & A/C #

MONTHLY CREDIT REQUIREMENT:

TRADE REFERENCE

PHONE

FAX

1)

2)

3)

TERMS & CONDITIONS

Unless otherwise stated all quotations are subject to the following conditions:

VALIDITY:

All quotations are open for acceptance, for a period of one month from the date of the quotation.

SPECIFICATIONS AND ILLUSTRATIONS:

A specification, photograph, or other illustration accompanying a quotation shall not be taken as necessarily representing the equipment forming the subject of a quotation, but as a general indication thereof. The Company reserves the right to effect minor modifications in the equipment described or illustrated.

DELIVERY:

Freight Charges apply based on which State the order goes to.

ORDERS:

Quotations for material to be delivered from stock is subject to same being available at time of acceptance of the Company. Although the Company undertakes to use its best endeavours to execute orders within the time specified, it does not accept responsibility for any direct or indirect loss arising from delay by reason of strike, lock-outs, accidents, fire, wars, acts of god, force majeure, non-delivery of material or parts by the manufacturers and/or any other cause whatsoever beyond its control.

PAYMENT:

Unless otherwise stated, payment is strictly 30 days from invoice.

That you undertake to pay the account in full on or before the due date. In default of such prompt payment, you undertake to pay late payment fees of 2.5% per month on any amount outstanding and to indemnify us and pay all costs and expenses on a solicitor and own client basis if legal action is necessary, and/or EC Credit Control Pty Ltd's fees, which we may incur in recovering from you any overdue amount.

FREIGHT, DUTY CHARGES ETC:

Where prices include licence fees, sales tax, customs duty and/or primage, they are based on the rates ruling at the date of quotation, and increase will be for the customer's accounts.

EXCHANGE:

Where applicable the prices quoted are based upon existing rates of exchange between Australia and Countries from which supplies are received. Any increased in costs caused by variations in exchange rates between the date of quotation and the date when payment would normally be due shall be charged to the customer.

TO BE SIGNED BY ALL PARTNERS

We understand that the payment terms and conditions of J K Sales Pty Ltd are maximum 30 days from the invoice date.

We further understand that if these trading terms are not adhered to, unless prior arrangement is made, no further credit will be available.

We understand that while risk in the goods shall pass on delivery, legal and equitable title shall remain with J K Sales Pty Ltd until it has received full payment therefore.

1.1) In connection with the goods while they remain the property of J K Sales Pty Ltd, the Customer agrees with J K Sales Pty Ltd that: **1.1.1)** The Customer has no right or claim to any interest in the goods to secure any liquidated or unliquidated debt or obligation J K Sales Pty Ltd owes to the Customer. **1.1.2)** the Customer cannot claim any lien over the goods; **1.1.3)** the customer will not create any absolute or defeasible interest in the goods in relation to any third party except as may be authorised by J K Sales Pty Ltd; **1.1.4)** where the Customer is in actual or constructive possession of the goods; **1.1.4.1)** the Customer will not deliver them or any document of title to the goods to any person except as directed by J K Sales Pty Ltd; and **1.1.4.2)** it is in possession of the goods as a bailee of those goods and owes J K Sales Pty Ltd the duties and liabilities of a bailee.

1.2) J K Sales Pty Ltd and the Customer agree that: **1.2.1)** the property of J K Sales Pty Ltd in the goods remain with J K Sales Pty Ltd until J K Sales Pty Ltd has been paid in full for the goods under all individual contracts for the supply of the goods between J K Sales Pty Ltd and the Customer; **1.2.2)** the Customer is a bailee of the goods until such time as property in them passes to the Customer and that this bailment continues in relation to each of the goods until the price of the goods has been paid in full; **1.2.3)** pending payment in full for the goods, the Customer: **1.2.3.1)** must not supply any of the goods to any person outside of its ordinary or usual course of business; **1.2.3.2)** must not allow any person to have or acquire any security interest in the goods; **1.2.3.3)** must insure the goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Customer carries on business; **1.2.3.4)** must not remove, deface or obliterate any identifying plate, mark or number on any of the goods; Despite clause 1.2, if the Customer supplies any of the goods to any person before all moneys payable by the Customer have been paid to J K Sales Pty Ltd (and have not been claimed or clawed-back by any person standing in the place of or representing the Customer), the Customer holds the proceeds of re-supply of the goods on trust for and as agent for J K Sales Pty Ltd immediately when they are receivable or are received. **1.3.2)** it must either pay the amount of the proceeds of

re-supply to J K Sales Pty Ltd immediately when they are received or pay those proceeds into an account or financial institution or deposit-taking institution as trustee for J K Sales Pty Ltd; **1.3.3)** any accessory or item which

accedes to any of the goods by an act of the Customer or of any person at the direction or request of the Customer becomes and remains the property of J K Sales Pty Ltd until J K sales Pty Ltd is paid in accordance with clause 1.2.1

when the property in the goods (including the accessory) passes to the Customer; **1.3.4)** if the Customer fails to pay for the goods within the period of credit (if any) extended by J K Sales Pty Ltd to the Customer, J K Sales Pty Ltd may recover possession of the goods at any site owned, possessed or controlled by the Customer and the Customer agrees that J K Sales Pty Ltd has an irrevocable licence to do so with incurring liability to the Customer or any person claiming through the Customer.

We wish to make application for a 30 day credit account and agree to be bound by the terms and conditions of J K sales Pty Ltd

Signed: **Print Name:** **Date:**

Signed: **Print Name:** **Date:**

Signed: **Print Name:** **Date:**

PARTNERS GUARANTEE

In consideration of the grant of credit by J K Sales Pty Ltd (hereinafter called "JK") to the Partnership at the request of the Partners of the Partnership (hereinafter called "The Guarantor"), the said Guarantors do and each of them doth hereby jointly and severally covenant with JK as follows:

- (a) The Guarantor guarantees to JK that it will be with the Partnership jointly and severally liable to JK for the due payment of all monies hereby covenanted or agreed to be paid and the due performance by the Partnership of all covenants and provisions on the part of the Partnership to be performed and observed.
- (b) The Guarantor hereby indemnifies JK and agrees at all times hereafter to keep JK indemnified from and against all losses and expenses which JK may suffer or occur consequent upon any breach or non-observance of any of the covenants and provisions of this agreement and on the part of the Partnership to be performed or observed, and the Guarantor agrees that the Guarantor shall remain liable to JK under this indemnity notwithstanding that as a consequence of such breach or non-observance JK has exercised any of his rights hereunder including its rights or re-entry and notwithstanding that the Partnership may be dissolved and that the Guarantee hereby given may for any reason whatsoever be unenforceable either in whole or in part.
- (c) The liability of the Guarantor hereunder shall not be affected by the granting of time or other indulgence to the Partnership or by the compounding, compromise, release, abandonment, waiver, variation, or renewal of the rights of JK against the Partnership or by any neglect or omission to enforce such rights or by any other thing which under the law relating to sureties would or might but for this provision release the guarantor from its obligations hereunder.
- (d) The Guarantor and indemnity hereby given are to continue and remain in full force and effect until the due performance and observance by the Partnership of all covenants, terms, provisions and conditions of the part of the Partnership to be performed and observed in accordance with the terms hereof.

Signed

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Print Name

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