



# Credit Account Application

A.B.N. 91 081 688 744

Unit 1/1 Coggins Place Mascot NSW 2044 PO Box 725 Botany NSW 1455

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*Applicants, please complete all sections and read the Terms and Conditions of Trade.*

**Technician:**

Registered Name of Company .....	A.B.N.: .....
Trading Name .....	

Phone: .....	Fax: .....
Mobile: .....	Email: .....
BILLING ADDRESS: .....	PHYSICAL ADDRESS: .....
STATE: .....	POSTCODE: .....
STATE: .....	POSTCODE: .....

Requested Credit Limit: .....	Date Company Established: .....
Contact 1: .....	Contact 2: .....
Position: .....	Position: .....
Phone: .....	Phone: .....

**DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Proprietary Company)**

Full Name .....	Home Address: .....
Home Phone: .....	Mobile Number: .....
<b><u>Bank Details</u></b>	
Bank .....	Branch Address: .....
BSB:.....	Account No: .....

<b><u>TRADE REFERENCES</u></b>	
Business Name 1: .....	Business Name 2: .....
Address or A/C No: .....	Address or A/C No: .....
Phone: .....	Phone: .....
Fax: .....	Fax: .....

I certify that the above information is true and correct and that I am authorised to make this application for credit.  
 I have read and understand the TERMS AND CONDITIONS OF TRADE (page 2) of Shaybec Automotive Pty Ltd T/A City Hydraulics.  
 Terms are 30 days from the end of the month in which goods or services are provided.  
 Goods supplied remain the property of Shaybec Automotive Pty Ltd t/a City Hydraulics until payment is received.

SIGNED: .....	SIGNED: .....
Name: .....	Name: .....
Position: .....	Position: .....
Date: ____ / ____ / ____	Date: ____ / ____ / ____

**TERMS & CONDITIONS**

**PAYMENT**

The Applicant to pay for products delivered services provided to the Applicant or ordered by the Applicant within such period as specified in the current written terms of credit extended by the Supplier to the Applicant or the Applicant, or if no such period is specified by the 21st of the month immediately following.

The Applicant agrees that if it does not pay any amount to the Supplier by or on the due date for payment in accordance with (A) Then the Applicant may charge interest at its banker's current bank overdraft rate plus (2%) pa on all overdue monies collected on a daily basis from the due date until payment in full. The Supplier reserves the right to offset any amount due by the Applicant against any amount payable by the Supplier to the Applicant following the month of supply.

**OUTSTANDING DEBTS.**

The Applicant agrees that all expenses, cost and disbursements incurred in recovering any outstanding monies, including debt collection agency fees and solicitor's costs will be paid by the Applicant.

The Applicant agrees that the Supplier without notice to the Applicant reserves the right to withhold the supply of products services at any time while there are outstanding monies payable by the Applicant to the Supplier.

In the event of application being successful, a fixed credit limit will be determined by the supplier, should the account balance exceed the limit the supplier reserves the right to withhold the supply of products without notice.

**CREDIT AGENCIES**

The Applicant and Supplier agrees and consents to the provisions of the privacy Act 1988.

The Supplier making inquiries as to credit and financial position of the Applicant and using such information, including exchanging information disclosed in the Application, as it sees fit from time to time including assessing this Application.

The Supplier obtaining and/or giving commercial references from time to time including notification of a default by the Applicant. (3) The Supplier receiving from a credit reporting agency a credit report containing personal information about the Applicant and its Directors/Principles in relation to collecting overdue amounts.

**RISK AND TITLE TO GOODS**

The Applicant understands that all products remain the property of the Supplier until paid for in full. The supplier has the right to access the Applicants premises and remove or collect products including use of reasonable force. If the Applicant sells or uses any products prior to payment in full, the Applicant holds the proceeds of such sale, (or the resulting subject matter receiving by the Applicant or the books debts held by the Applicant relating thereto) on trust for the Supplier. The Applicant must keep such products, proceeds (or relevant part) relating to the products, relating to the products subject matter produced using the products or bank debts separate and identified as being held in trust for the Supplier. Any risk as regard, loss, damage to deterioration of products shall pass to the Applicants on delivery.

**LOSS OR DAMAGED IN TRANSIT**

The Supplier will bear the loss or damage to products in transit where delivery is by the nominated carrier and delivery charges are included price of tile products. In all other cases, the Applicant is responsible for loss or damage occurring in transit. Delivery occurs: (a) where supplier's nominated carrier is used, when supplier's nominated carrier delivers the products to the delivery address. (b) In all other cases, when the product leaves suppliers premises.

**LIMITATION OF LIABILITY**

Any claims by the Applicant against the supplier arising from product sold must be within 7 days of delivery of such goods or such longer period allowed by law that cannot lawfully excluded.

The liability of the Supplier arising from a breach of any condition or warranty in relation to the products sold to the Applicant is limited at the option of the supplier to replacement of the products or replacement with equivalent products or payment of the cost of replacing the products or of acquiring equivalent products.

The Applicant agrees that apart from any rights and remedies implied by the Trade Practices Act. 1974 and any other law cannot be lawfully excluded, all conditions and warranties, provided by statute or otherwise are excluded concerning the products.

**GOODS & SERVICES TAX.**

The Applicant agrees to be bound by the Australian GST regulations and legislation.

**Unless you notify us in writing of any changes to this application and we notify you in writing that we have accepted the charges. The Changes are not agreed to by us and do not form part of these Terms and Conditions. These Terms and Conditions shall govern any Sale of product by the Supplier to the exclusion of any other terms and Conditions made or purported to be made by the Applicant any purchase order or other document expressly or implied.**

**CONFIRMATION**

The Applicant confirms I/We have read, understood and accept the terms and conditions and agree to be bound by them and warrants that the Applicant has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms. A copy of these terms & conditions will always be made available.

**COMPANY/BUSINESS.....DATE.....**

**NAME.....POSITION.....SIGNATURE.....**

**Office Use Only:**

**Date Approved .....**

**Approved By .....**

**Hose Technician .....**