

## CREDIT APPLICATION FORM

All applicants must complete this form in full, sign the second page and return both pages to Crommelin for processing. (PLEASE USE CAPITAL LETTERS)

Trading Name in Full \_\_\_\_\_

Postal Address \_\_\_\_\_  
\_\_\_\_\_

Delivery Address (if different from above) \_\_\_\_\_  
\_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Facsimile ( ) \_\_\_\_\_

Mobile \_\_\_\_\_ E-mail Address \_\_\_\_\_

A.C.N \_\_\_\_\_ A.B.N \_\_\_\_\_

Nature of Business \_\_\_\_\_ Years in Business \_\_\_\_\_

Account Enquiries To? \_\_\_\_\_

Bank \_\_\_\_\_ Branch \_\_\_\_\_

Name(s) and Addresses of the Partners/ Principal Director(s)

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

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

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

Is the applicant(s) affiliated to a Trading Group or a Holding Company? \_\_\_\_\_

If yes, give Name and Address of the Principal Company \_\_\_\_\_  
\_\_\_\_\_

***Applicants need to supply 3 current Trade References with the appropriate contact numbers to avoid delays in processing this application.***

Trade Reference

Phone Number

Fax Number

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

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

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

See over for terms and signing by Principals of the business.

**In the event that this credit application is approved I hereby agree with the Supplier  
to abide by the following terms and conditions.**

1. To pay for all goods sold and delivered or services provided in accordance within 30 days from the date of statement of account or other period agreed by Crommelin in writing.
  2. In the event that any sequestration order is made affecting my property or I give any authority to a trustee under Section 88 of the Bankruptcy Act or I commit any act of bankruptcy or any partition for my winding up, or I am placed in receivership, or if any official manager is appointed, or I cease to carry on business in the usual manner, any amount due by me to Crommelin shall become immediately payable or the goods returned to Crommelin if so desired by Crommelin.
  3. (a) Except when the Buyer is a customer for the purposes of the Trade Practices Act 1974 and the conditions, warranties and rights implied by that statute cannot be excluded, and subject always thereto representations promises, statements, warranties and conditions [whether (subject as aforesaid) statutory express or implied] regarding any goods or services supplied by or on behalf of the Seller are expressly excluded, the Seller shall not be liable for any loss or damage whatsoever and howsoever arising whether direct, indirect or consequential or in respect of any claim whenever and however made for any loss, damage, deterioration, deficiency or other fault or harm in the goods manufactured, work executed or services provided by or on behalf of or in any arrangement with the Seller or occasioned to the Buyer or any third or other party of to his or their property or interest and whether or not due to the negligence of the Seller its servants or agents.  
(b) As soon as any of the facts or matters which form any part of any claim or complaint whatsoever become known to the Buyer, the Buyer shall within fourteen (14) days notify the Seller in writing of the same.  
(c) The Seller's liability shall in all circumstances be limited to and completely discharged by the repair, replacement or monetary compensation at the option of the Seller of any goods manufactured by it which are returned only upon the written authority of the Seller, subject to the end users having complied with all the instructions given by the Seller concerning the manner in which such goods should be used.  
(d) The Seller shall not be liable in any circumstances for any:
    - (i) Defects or damage caused in whole or in part by misuse, abuse, neglect, improper installation repair or alteration (other than by the Company) or accident;
    - (ii) Any transport, installation, removal, labour or other costs;
    - (iii) Goods not manufactured by it but the Seller will endeavour to pass on to the Buyer the benefit of any claim made by the Seller and accepted by the Buyer and the benefit of any claim made by the Seller and accepted by the manufacturer of such goods under a warranty given by the manufacturer provided that nothing contained in the sub-paragraph shall limit the rights of the Buyer to proceed against the Seller pursuant to the Trade Practices Act 1974;
    - (iv) Technical advice or assistance given or rendered by it to the Buyer whether or not in connection with the manufacture, construction or supply of goods for or to the Buyer.
    - (v) Where the Seller gives any advice or approval concerning the plans or specifications or concerning any other matter in relation thereto such advice or approval is given subject to the condition that the Seller shall be under no liability of any kind in connection therewith.
4. That a certificate signed by the manager, accountant, secretary, credit manager or credit officer for the time being of Crommelin, in respect of any sale or delivery or price of any goods or the provision or price of any services by Crommelin or the amount due owing or payable from time to time to Crommelin in respect of the sale of goods, the provision of services or on any account whatsoever as all the date or dates set out in such certificate shall in all counts and at all times be prima facie evidence of the facts stated therein.
5. That I will pay to Crommelin interest in respect of any amounts as may from time to time be overdue calculated at the rate of interest applicable to bank overdrafts and indemnify Crommelin in respect of any taxes or stamp duties which may become payable by reason of or subsequent to any default in making payment in accordance with the terms of payment applicable.
6. That I will indemnify Crommelin against and agree to reimburse them for any expenses they may incur in recovering or attempting to recover payment from me of the amounts which may from time to time become overdue. These costs include legal, court, solicitors, debt collection agency commissions or fees.
7. That Crommelin may at time to time alter their conditions of sale and terms of payment and such altered conditions or terms shall apply in respect of all transactions taking place after notification to me of such altered conditions or terms of payment.
8. That Crommelin may at any time and from time to time without assigning any reason therefore refuse to extend any further credit to me.
9. That where there is more than one customer pursuant to this credit application, each customer shall be jointly and severally liable hereunder and in this application and all terms hereof the singular shall be read and construed as including the plural.
10. (a) Ownership of the goods contained in each delivery (the goods) shall remain with Crommelin which reserves the right to dispose of the goods until payment has been received in full or until such time as I / we sell the goods to my customer by way of bona fide sale at full market value.  
(b) Until payment in full has been received by Crommelin, I / we shall hold the goods as bailee for Crommelin provided however that I / we may in the ordinary course of my business use any of the goods to make up other products or sell any of the goods to make up other products or sell any of the goods on condition that should Crommelin so require I / we will assign to Crommelin my rights in respect of the sale price thereof.  
(c) I / we agree forthwith to insure the goods for their full insurable value against loss or damage by fire, theft, accident and other such risks.
11. That notwithstanding any change in my trading structure I / we will remain personally liable for all goods and services requested by me or my agents.
12. If Crommelin considers it relevant to assessing my/ our application for commercial credit, I / we agree to Crommelin obtaining from a credit reporting agency, a credit report containing personal credit information about me / us in relation to commercial credit provided by Crommelin.
13. Under Section 18E, (8), (c) of the Privacy Act, Crommelin is allowed to give a credit reporting agency personal information about my credit application. The information which may be given to an agency is covered by Section 18E, (1) of the Act.

\_\_\_\_\_  
Signed by Principal / Director / Partner

\_\_\_\_\_  
Signed by Principal / Director / Partner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date