



Alliance Electrical Wholesalers Blue Mountains Pty Ltd

ABN 69480953176

Unit 1, 19 Flinders Street, Lawson, NSW 2783

Ph : (02) 47 59 3366 Fax : (02) 47 59 3355 Email: accounts@aewbm.net.au

Credit Application Form / 30 Day Account

Date: ___/___/___

Nature of Organisation -

Please Circle: Sole Trader Partnership Proprietary Company Trust Other _____

Trade Name: _____

Legal Name: _____

Delivery Address: _____

Postal Address: _____ Post Code: _____

Phone: _____ Fax: _____ Mobile: _____

Email: _____ A.B.N _____ A.C.N _____

Previous Address (if less than 2 years): _____

Contact for Accounts: _____ Paid up Capital: _____

Name of Bank & Branch: _____ Account No: _____

Details of Partners (Partnership) / Directors (Company)

1. Full Name: _____ Home Phone: _____

Home Address: _____

2. Full Name: _____ Home Phone: _____

Home Address: _____

Solicitors Name & Address: _____

Accountants Name & Address: _____

Trade References: (excluding Credit Cards, Fuel Suppliers, Landlord, Power & Phone Bill)

1. _____ Phone: _____

2. _____ Phone: _____

3. _____ Phone: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit, in accordance with the Privacy Act (1988). I authorise any person or company to give information as may be required in response to credit inquiries. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf) of Alliance Electrical Wholesalers Blue Mountains Pty Ltd (AEWBM) which form part of, and are intended to be read in conjunction with this Credit Application and agree to be bound by these conditions.

Signed: _____ Date: _____
(Proprietor / Partner / Director / Authorised Signatory) Circle One.

Full Name: _____ Position: _____

Office use: Account Number: _____ Date entered: _____

TRADING TERMS AND CONDITIONS

1. The Customer warrants that all information provided by the Customer to Alliance Electrical Wholesalers Blue Mountains Pty Ltd ("AEWBM") is accurate and complete and acknowledges that AEWBM has relied upon the accuracy and completeness of that information.
2. Any claim against AEWBM to be made by the Customer relating to or arising out of the delivery of any equipment or the provision of any service by AEWBM must be made in writing to AEWBM by the end of the next business day after the delivery or the provision of service to which the claim relates. If AEWBM has granted a credit facility to the Customer, then the following terms shall apply in addition to any other terms specified by AEWBM otherwise in that regard:
 - (i) all accounts are to be paid in full within 30 days from end of the month;
 - (ii) if the Customer fails to pay any individual account(s) then without prejudice to the other rights of AEWBM, all monies owing whatsoever to AEWBM by the Customer shall immediately become fully due and payable upon any failure to pay in accordance with sub-clause (i) above;
 - (iii) without prejudice to any other rights of AEWBM, AEWBM shall be entitled to charge interest on all amounts not paid in accordance with sub-clause (i) above at a rate equal to 3% above the then prevailing interest rate charged by AEWBM's bankers on overdraft accounts with a balance of less than \$100,000.00. Such interest shall be calculated on a daily basis up until payment in full has been received by AEWBM, and if such payment is made by cheque then up until the date upon which such cheque has been met on presentation by the Customer's bank;
 - (iv) any expenses whatsoever incurred by AEWBM in recovering or attempting to recover any amounts owing by the Customer to AEWBM shall be payable by the Customer in addition to any other amounts owing by the Customer;
 - (v) without prejudice to AEWBM's rights otherwise, upon the Customer failing to pay any amount due and owing by the Customer to AEWBM, then AEWBM shall be entitled to immediately terminate any credit arrangement, supply agreement or other agreements generally between AEWBM and the Customer without further notice;
 - (vi) AEWBM shall be entitled at any stage to re-assess the Customer's credit application and, without prejudice to any other rights, to request such security or additional security as AEWBM in its absolute discretion thinks fit and proper and any failure by the Customer to comply with any request in that regard by AEWBM shall be an act of default hereunder by the Customer.
3. **Title to Goods:** AEWBM reserves to itself the following rights, and the Customer acknowledges that AEWBM has the following rights, in relation to any goods or equipment supplied by it to the Customer until all accounts owed by the Customer to AEWBM whatsoever are fully paid:
 - (i) legal ownership of the goods remains with AEWBM;
 - (ii) to enter the Customer's premises, or the premises of the customer of the customer, or of any associated company, agent or any other person where the equipment or goods are located (and the customer indemnifies AEWBM in respect of any liability for trespass or any resulting damage) and/or to retake possession of the goods; and
 - (iii) to keep, or resell, any goods or equipment so kept or repossessed from the Customer.
4. Further to provisions in Clause 3 above, the Customer agrees that if the Customer has resold any goods or equipment delivered to it by AEWBM, or if the Customer has used those goods in the production of any other item, that any proceeds of any such sale of any such goods or other item held by the Customer, shall be held on trust for AEWBM until all accounts owing by the Customer to AEWBM have been paid in full. The Customer agrees that any such monies will be kept by the Customer in a separate identifiable account and that the Customer will pay such amount to AEWBM immediately upon a request for such payment being made by AEWBM. The provisions of this clause do not limit the rights of AEWBM to bring proceedings against the Customer for any monies owing by the Customer to AEWBM, or otherwise.
5. The Terms and Conditions herein shall, to the extent they are able to do so under the laws of New South Wales and Australia, vary the rights of the parties hereto and shall be relied upon by the parties hereto in any proceedings or actions between them.
6. If any of the Terms or Conditions herein become for any reason wholly or partly invalid then to the extent of such invalidity, the Terms of this Agreement shall be read as if such invalid term(s) were not included therein and the Agreement shall otherwise remain valid.
7. **Quotation:**
 - (i) Any quotation for supplying any materials given by AEWBM shall be open for acceptance within thirty (30) days of the date of the quotation. After the expiration of 30 days, AEWBM shall be entitled to vary the quotation and any purported acceptance of a quotation by the Customer outside the 30 day period shall be subject to the right of AEWBM to vary the quotation unless AEWBM has specifically acknowledged in writing in such case the quotation will not be varied.
 - (ii) The Supply of any materials shall be strictly limited to the terms expressed in that regard in any such quotation. AEWBM reserves the right to amend the quotation in regard to the provision of any items and AEWBM will render a written amended quotation to the Customer before such materials are delivered and the Customer shall have 3 working days within which to decide whether or not to accept the amended quotation. If the Customer does not accept the amended quotation then AEWBM shall have 3 business days thereafter within which to decide whether it is prepared to supply the materials in accordance with the original quotation.
8. Clause 7 above do not apply to any invoices or accounts provided by AEWBM to the Customer.
9. If any Customer is a trustee company, the Customer acknowledges that its assets are nevertheless liable to be levied against or seized by AEWBM to pay any amounts due and payable and which have not been paid.
10. The Customer shall notify AEWBM, not less than 14 days prior to any proposed change occurring, of any change in the registered office, details of office holders, or any other registrable particulars of the Customer.
11. Unless specified otherwise all prices quoted by AEWBM are exclusive of GST.
12. AEWBM reserves the right to charge a separate delivery fee unless specifically stated otherwise in any quotation. The Customer acknowledges it/he/she is responsible for any deterioration or loss of equipment once it has been delivered to the location specified by the Customer, or to the place of business of the carrier specified by the carrier.
13. AEWBM will not be liable for loss or damages of any kind resulting from the delay or inability to supply goods, due to war, riot, strikes, insurrection, lock-out, labour troubles, fire, accident, acts of Government or Public Authorities, act of God, or from any other causes outside AEWBM's control.
14. **Goods Return:** AEWBM will require proof of purchase before receiving any goods back into its stores. All goods returned must in a re-saleable condition in the original package or a re-stocking fee may apply. Goods purchased, that are deemed "non-stock" items or "unique" purchases will not be accepted back without acceptance from our original supplier. A re-stocking fee may be charged by our supplier in which the full cost will be charged to you the customer.
15. Claims of shortages or rejections in delivery of any goods shall be deemed waived by AEWBM unless made within 3 days of invoice date.
16. **Warranty:** AEWBM warrants that all equipment is limited to the warranty provided by the equipment's manufacturer.
17. **Security:** The Customer and any Guarantors of any credit account with AEWBM acknowledge that they charge all of their assets as security for compliance with these Trading Terms and Conditions and the Credit Account and acknowledge that AEWBM shall be entitled to lodge a caveat upon the title of any property owned by the Customer and/or any Guarantors at any time as security for compliance with the terms and conditions hereof and/or of the Credit Account. To the extent necessary to allow AEWBM to lodge any such caveat the Customer and/or the Guarantors, and each of them, irrevocably nominate, constitute and appoint AEWBM as their lawful attorney to execute the Caveat documents.
18. **Privacy:** The Customer and the Guarantors, and each of them, consent to AEWBM making any enquiries or obtaining any information in regard to the financial affairs of them, and they consent to AEWBM giving information about them, or any of them, to a credit reporting agency for the purpose of obtaining a Consumer Credit Report.
19. The Customer, and the Guarantors and each of them, agree that any documents served upon them at the address nominated in the Customer's Credit Application shall be valid service upon them unless the Customer and/or the Guarantors have notified AEWBM in writing of another address as being the appropriate address for service.

Print Name: _____ Signed: _____ Dated: _____

Print Name: _____ Signed: _____ Dated: _____