

Credit Account Application

TO BE COMPLETED - Please complete all sections and read the Terms & Conditions of Trade overleaf.

CONTACT INFORMATION

DATE _____ GST REG. NO# _____

CLIENT'S TRADE NAME _____

CLIENT'S FULL OR LEGAL NAME _____

PHONE _____ EMAIL _____

MOBILE _____ BILLING EMAIL _____

BILLING ADDRESS _____ PHYSICAL ADDRESS _____

_____ POSTCODE _____

ACCOUNTS CONTACT NAME _____ ACCOUNTS CONTACT EMAIL _____

BUSINESS DETAILS

TYPE OF BUSINESS: _____

LENGTH OF TIME TRADING: _____

BUSINESS TYPE (please tick one): INDIVIDUAL PARTNERSHIP REGISTERED COMPANY TRUST

REGISTERED OFFICE ADDRESS: _____

ACCOUNTANT'S NAME & ADDRESS: _____

SOLICITOR'S NAME & ADDRESS: _____

BANK & BRANCH: _____

ACCOUNTANT'S NAME & ADDRESS: _____

ESTIMATED MONTHLY SPEND: _____

TRADE REFERENCES

PLEASE PROVIDE 3 TRADE REFERENCES
(Include company name, address & contact details as well as estimated monthly purchases. Exclude service accounts e.g. power, petrol).

1. _____
_____ ESTIMATED EXPENSE: _____

2. _____
_____ ESTIMATED EXPENSE: _____

3. _____
_____ ESTIMATED EXPENSE: _____

Terms of Trade

Three Sixty Distribution Limited hereinafter referred to as ("the Company") supplies goods and services in the distribution industry to the Individual / Partnership / Company ("the Client") subject to the following terms of trade. Provision of goods and services is strictly subject to the acceptance of these terms and conditions and unless notified of non-acceptance in writing the Client is deemed to have accepted these terms and conditions.

1.0 TERMS OF PAYMENT

- 1.1 Unless otherwise agreed, payment of the purchase price shall be paid to the Company by the 20th of the month following the month in which the invoice was dated.
- 1.2 Interest will immediately become payable on all overdue amounts at the rate of 3.5% per month from the date payment is due until payment is made in full.
- 1.3 Payment of all monies will be without set-off or deduction of any kind.
- 1.4 Unless specified by the Clients, payments received from the Client will be apportioned by the Company to outstanding accounts in such amounts and in such order as the Company may determine in its sole discretion.

2.0 GOODS & SERVICES

- 2.1 The Company shall not be liable for any loss or damage to property even though such loss or damage may be caused by the Company's negligence, subcontractor or other default.
- 2.2 The Company shall deliver the goods to the address stated on the front page of this document. Dates given for provision of goods or services are stated in good faith but are not to be treated as a condition of sale. If the delivery of the goods or services is delayed for any reason whatsoever, the Company shall not be responsible or liable in any way to the Client or any other party for loss sustained due to such delay. Delay or failure to deliver by a set date does not entitle the Client to cancel any order or part thereof.
- 2.3 The Company reserves the right to cancel delivery without prejudice to its rights to recover all sums owing to it in respect of deliveries already made.
- 2.4 All dimensions and specifications are stated in good faith but are estimates and do not form a condition of sale.
- 2.5 Orders that are \$300 or more will be dispatched (FIS) free in store. If orders are requested at less than \$300.00 minimum courier/freight surcharge will be charged based on weight and cubic measurement.

3.0 LIMITATION OF LIABILITY

- 3.1 The Company's liability in any case of defect or default, is limited to the total purchase price of the goods or services in respect of which such defect or default arises, the Company having no further liability or responsibility for any direct, indirect or consequential injury, loss or damage howsoever arising.

4.0 SEVERABILITY

- 4.1 If any of these terms and conditions is held by a Court to be ineffective by virtue of illegality or otherwise, then such condition, or part of it, shall be severed from all other conditions without affecting the validity or enforceability of all other conditions or part of them.

5.0 DEFAULT

- 5.1 Where the Client is in default under these terms of trade, or any other contract between the Client and the Company, the Company may:
 - (a) Immediately commence legal action without any further notice or final demand; and/or
 - (b) Require security for such obligations to its full satisfaction before any further supplies are made to the Client; and/or
 - (c) Withhold without notice goods or services ordered by the Client; and/or
 - (d) Charge interest pursuant to clause 1.2; and/or
 - (e) Cancel this or any other contract between the parties without prejudice to any rights of the Company to recover outstanding monies.
- 5.2 Without prejudice to its other remedies, the Company shall be entitled to cancel this and any other contract for goods or services with the Client in the following circumstances:
 - (a) If the Client becomes insolvent or is adjudicated bankrupt; or
 - (b) If a receiver is appointed in respect of the assets of the Client; or
 - (c) If the Client no longer carries on business or threatens to cease carrying on business; or
 - (d) If an arrangement with the Client's creditors is made or is likely to be made; or
 - (e) If the ownership or effective control of the Client is transferred or the nature of the Client's business is materially altered.
- 5.3 The Client shall pay all costs incurred by the Company, including costs on a solicitor-client basis and debt collectors' costs incurred in the recovery or attempted recovery of outstanding moneys and the enforcement of these terms of trade.
- 5.4 Balances outstanding at 120 days may incur interest on remaining debt at a rate of 21% until the debt is cleared. At this point it will be referred to a debt collection agency.

6.0 OWNERSHIP, RISK & INSURANCE

- 6.1 Legal and beneficial ownership of any and all goods shall remain with the Company until payment in full is made for them and for all other goods and services supplied by the Company to the Client.
- 6.2 Notwithstanding that ownership in the goods may not have passed to the Client, risk in the goods shall pass to the Client when the goods are delivered to the Client. The Client shall be obliged to insure the goods from the time of delivery to the Client and, pending payment in full, insure the goods in the name of the Company and the Client for their respective interests. The Client shall provide the Company with proof of insurance if requested to do so by the Company.
- 6.3 The Client holds the goods as bailee for the Company until payment for the Services is made in full. The Client will store the goods in such a manner that they are clearly identifiable as the property of the Company and will keep separate records in respect of the goods.
- 6.4 If the goods are sold or otherwise disposed of by the Client prior to payment in full, the Client will have been deemed to have done so as agent for the Company and the proceeds of such sale will be the property of the Company. The Client will hold the proceeds of such sale on trust, on account for the Company, and keep them in a separate fund from its own money.
- 6.5 If any of the goods are mixed or incorporated in other goods (the "Mixed Goods") before payment, the property in the Mixed Goods shall be and remain with the Company until such payment has been made in full. The Client shall hold the Mixed Goods as bailee for the Company and will store the Mixed Goods in a manner that they are clearly identifiable as the property of the Company and will keep separate records in respect of the same. If the Client sells the Mixed Goods it will:
 - (a) hold the proceeds of sale on trust for the Company; and
 - (b) account to the Company for the value of the goods; and
 - (c) keep the proceeds in a fund separate from its own money and will keep separate records in respect of such money.
- 6.6 Where the Client is in default, the Client irrevocably grants a license to the Company and its agents to enter onto the Client's land for the purpose of retrieving goods for which payment has not been made.

7. NOTIFICATION OF DEFECTS

- 7.1 The Client shall inspect the goods on delivery and shall within five working days of delivery notify the Company of any alleged defect, shortage in quantity, damage, or failure to comply with a description or sample. The Client shall afford the Company an opportunity to inspect the goods within a reasonable time following the notice and before any use of them is made.
- 7.2 If the Client fails to give such notice of provide the Company with a chance to inspect then the goods shall be conclusively presumed to be free from defect or damage that would be apparent on reasonable examination of the goods and the Client shall be deemed to have accepted the goods.
- 7.3 The Company shall not be responsible for any damage whatsoever caused by the goods being fitted, serviced, operated, adapted, or used in any manner not intended or made known to the Company.
- 7.4 Credit/Return Policy
 - (a) Product must be returned within 7 business days from being received by the client/customer. Returned product will be inspected upon return & it will be up-to Three Sixty Distribution, whether a credit will be issued. Re-stocking charges will be 20% of the value of the product returned.
 - (b) All associated freight costs will be paid by the returning customers.
 - (c) Custom fabricated stainless-steel products will not be available for credit return.

8. WARRANTY

- 8.1 The Company warrants that fabricated goods will substantially conform with written specifications supplied by the Client.
- 8.2 A claim under this clause must be made in writing to the Company with ___ days from the date of delivery of the goods. No claim can be made under this clause unless and until the price is paid in full.
- 8.3 The Company's liability under this clause will be limited at its sole discretion to:
 - (a) Restoring the goods to conform with the Client's specification; or
 - (b) Replacing the goods.
- 8.4 Any repairs made under this clause will be done at a place directed by the Company and the Client is responsible for any transport costs of the goods.
- 8.5 The warranty under this clause does not apply to goods repaired by any person not authorised by the Company and does not apply where the goods are used for any purpose other than the intended purpose(s).

9. ACKNOWLEDGEMENT

- 9.1 The Client acknowledges that it has received a copy of these terms of trade. Acceptance of a quote, placement of an order, whether by signature, email or other form of acceptance, including verbal acceptance, deems that the Client accepts these terms of trade issued by the Company. The Client further acknowledges that it has been advised it should seek independent legal advice before signing this agreement, this is the Client responsibility alone and if this advice is not taken then the Client acknowledges it has waived this right.

Signature

SIGNED BY _____

ON BEHALF OF THE CLIENT _____

POSITION _____

SIGNATURE: _____

DATE _____