

# CREDIT ACCOUNT APPLICATION (SA)



FORM B.6

## Business Information

Legal Name Trading			
Name Address		Phone No.	
Suburb			
ABN		State	Post Code
		Years under Present Ownership	

## Type of Organisation

Trust     Partnership     Private Company     Sole Trader     Public Company

## Directors / Partners Details

1. Full Name		License No.	
Home Address			
Phone No.		Date of Birth	
2. Full Name		License No.	
Home Address			
Phone No.		Date of Birth	
3. Full Name		License No.	
Home Address			
Phone No.		Date of Birth	

## Accounts Contact Information

Name Postal			
Address			
Suburb Email		State	Post Code
Phone No.			
		Fax No.	

## Submitted By

Name			
Position / Job Title		Phone No.	
Email			
Signature		Date	

### OFFICE USE ONLY

Quote No.		Requested By	
Customer ID		Processed By	
Veda No.		Approved	<input type="checkbox"/> YES <input type="checkbox"/> NO    Date <input type="text"/>

**Trade References**
**FORM B.6**

Name	<input type="text"/>	Phone No.	<input type="text"/>
Name	<input type="text"/>	Phone No.	<input type="text"/>
Name <b>Payment</b>	<input type="text"/>	Phone No.	<input type="text"/>

**Details**

 Preferred Method  EFT  Cheque  Credit Card, please provide details:-

Name on Card	<input type="text"/>	Card Type*	<input type="text"/>
Card Number	<input type="text"/>	Expiry Date	<input type="text"/> CCV <input type="text"/>
I, <input type="text"/> hereby authorise PNM Pty Ltd to retain my credit card details on file and debit future monies owed, <u>as indicated below</u> . This arrangement is to remain in effect until PNM Pty Ltd is advised of an alternative arrangement in writing or by telephone.			
Recurring Payment	<input type="checkbox"/> End of Month	<input type="checkbox"/> Fortnightly	<input type="checkbox"/> Weekly <input type="checkbox"/> Per Order
Signature	<input type="text"/>		
Please note: All Credit Card payments incur a surcharge; Visa and Mastercard 1.5%, American Express 2.5%			

**Personal Guarantee by Directors**

In consideration of PNM SA Pty Ltd (ACN 665 097 281 ABN 86 665 097 281) agreeing to supply Goods and Services to the above Customer at the request of its Director(s), I/We agree to jointly and severally guarantee the performance of all obligations and the payment of all debts incurred. This is a continuing and irrevocable guarantee for all moneys which are now or may from time to time be owing or remain unpaid by the Customer.

Director Name	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Terms and Conditions**

The Customer and its Directors and Proprietors hereby apply for a commercial credit account and agree to be bound by the Terms and Conditions of Commercial Credit Account Application attached. I/We acknowledge that all Claims must be notified within 7 days from receipt of Goods or Services.

I/We have received a copy of the Terms and Conditions of Commercial Credit Account Application and agree to be bound by those terms and conditions.

I/We agree that PNM Pty Ltd may: obtain a consumer credit report containing information about the customer and its directors and proprietors from a credit reporting agency for the purpose of assessing this application for credit.

**Agreement to Terms and Conditions**

Name	<input type="text"/>	Date	<input type="text"/>
Signature	<input type="text"/>	Position in Company	<input type="text"/>

**\*PLEASE NOTE: All Orders are COD pending lodgement and processing of Credit Account Application\***

**1. Definitions**

"Seller" shall mean PNM SA Pty Ltd (ACN 665 097 281), its successors and assigns or any person acting on behalf of and with the authority of PNM Pty Ltd.

"Customer" shall mean the Customer referred to in the Commercial Credit Application or any person on behalf of and with the authority of the Customer.

"Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Customer under the Commercial Credit Application.

"Goods" shall mean Goods supplied by the Seller to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and as described on the invoices, quotation, work authorisation or any other forms as provided by the Seller to the Customer.

"Services" shall mean all services supplied by the Seller to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

"Price" shall mean the cost of the Goods as agreed between the Seller and the Customer subject to clause 3 of this contract.

**2. Acceptance**

Any instructions received by the Seller from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.

Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.

Upon acceptance of these terms and conditions by the Customer, the terms and conditions are irrevocable and can only be amended with the written consent of the Seller.

The Customer undertakes to give the Seller at least fourteen (14) days notice of any change in the Customer's name, address and/or any other change in the Customer's details.

The Seller reserves the right to refuse, limit or withdraw the Customer's credit facilities at any time, and in this situation, all monies shall become immediately due and payable.

**3. Price and Payment**

At the Seller's sole discretion the Price shall be either:

(a) as indicated on invoices provided by the Seller to the Customer in respect of Goods supplied; or

(b) the Seller's quoted Price which shall be binding upon the Seller provided that the Customer shall accept the Seller's quotation in writing within thirty (30) days.

Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated, then payment shall be due seven (7) days following the date of the invoice. Payment will be made by cash, or by cheque, or by direct debit, or by any other method as agreed to between the Customer and the Seller.

GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

**4. Delivery of Goods**

At the Seller's sole discretion, delivery of the Goods shall take place when:

(a) the Customer takes possession of the Goods at the Customer's address (in the event that Goods are delivered by the Seller or the Seller's nominated carrier); or

(b) the Customer's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Customer's agent.

At the Seller's sole discretion, the costs of delivery are:

(a) included in the Price; or

(b) in addition to the Price; or

(c) for the Customer's account.

The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged, then the Seller shall be entitled to charge a reasonable fee for redelivery.

Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.

The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased, provided that:

(a) such discrepancy in quantity shall not exceed 5%; and

(b) the Price shall be adjusted pro rata to the discrepancy.

The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.

The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

**5. Risk**

If the Seller retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.

If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Goods.

The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

**6. Title**

It is the intention of the Seller and agreed by the Customer that ownership of the Goods shall not pass until:

(a) the Customer has paid all amounts owing for the particular Goods; and

(b) the Customer has met all other obligations due by the Customer to the Seller in respect of all contracts between the Seller and the Customer.

Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership or rights in respect of the Goods shall continue.

It is further agreed that:

(a) where practicable the Goods shall be kept separate and identifiable until the Seller shall have received payment and all other obligations of the Customer are met; and

(b) until such time as ownership of the Goods shall pass from the Seller to the Customer the Seller may give notice in writing to the Customer to return the Goods or any of them to the Seller. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and

(c) the Seller shall have the right of stopping the Goods in transit whether or not delivery has been made; and

(d) if the Customer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods; and

(e) the Customer is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods on trust for the Seller; and

(f) the Customer shall not deal with the money of the Seller in any way which may be adverse to the Seller; and

(g) the Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller; and

(h) the Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer; and

(i) until such time that ownership in the Goods passes to the Customer, if the Goods are converted into other products, the parties agree that the Seller will be the owner of the end products.

**7. Customer's Disclaimer**

The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Customer by the Seller and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgement.

**8. Defects**

The Customer shall inspect the Goods on delivery and shall within seven (7) days notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote (a Claim). The Customer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Seller has agreed in writing that the Customer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods, or repairing the Goods.

**9. Returns**

Returns will only be accepted provided that:

(a) the Customer has complied with the provisions of clause 8.1; and

(b) the Seller has agreed in writing to accept the return of the Goods; and

(c) the Goods are returned at the Customer's cost within seven (7) days of the delivery date; and

(d) the Seller will not be liable for Goods which have not been stored or used in a proper manner; and

(e) the Goods are returned in the condition in which they were delivered and in as new condition as is reasonably possible in the circumstances.

The Seller may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of 15% of the value of the returned Goods plus any freight.

**10. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts**

Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

Unless otherwise agreed in writing to the maximum extent permitted by law the only warranty provided by the Seller in respect of the Goods is that warranty provided by the manufacturer of the Goods and the liability of the Seller pursuant to such warranty is limited to amounts received by the Seller from the manufacturer.

To the full extent permitted by law:

(a) The Seller gives no condition or warranty whatsoever as to the condition or quality of the Goods or as to their suitability or fitness for their ordinary or any special use or purpose and the description of the Goods in any contract or document shall not import any such condition or warranty on the part of the Seller;

(c) All statutory and implied conditions and warranties except as to title are excluded; and

- (d) It is the responsibility of the Customer to inspect the Goods and satisfy themselves as to the condition, quality, suitability and fitness of the Goods for their purposes prior to the use or re-sale of the Goods. If the Customer fails to inspect the Goods in connection with the requirements of this clause they shall forfeit any right for compensation of any kind and must pay the full Price to the Seller;
- (e) The Seller assumes no liability (whether negligence or otherwise) for any technical advice or assistance given or the results obtained and any such advice is given and accepted at the Customer's risk;
- (f) The Seller shall be under no liability whatsoever for any defects (including any defect from the loading of the goods) in, or deterioration or failure of, the Goods or any part thereof whether due to design, workmanship or materials or to any cause whatsoever unless the same is due to the negligence or wilful default of the Seller. The Seller shall be under no liability whatsoever for any failure of the Goods (other than in relation to a substantial ingredient of the identity of the Goods) to correspond with any description (including without limitation, any description relating to quantity, dimensions, weight, place or shipment or other statements relating to transport of the Goods);
- (g) The Seller shall be under no liability to the Customer for any loss (including but not limited to loss of profits and consequential loss) of any kind whatsoever arising out of the supply or failure to supply the Goods.
- (h) Notwithstanding anything else in these terms and conditions of sale, the Customer will have the benefit of any liability of the Seller under an Act of Parliament to compensate or indemnify the Customer to the extent to which the liability is prohibited by the Act from being excluded, restricted or modified.

**11. Indemnity**

The Customer shall comply with the instructions of the Seller in relation to the handling of the Goods and, notwithstanding such compliance, the Customer shall keep the Seller indemnified against all costs, claims, demands, expenses and liabilities whatsoever, including without prejudice to the generality of the foregoing claims for death, personal injury, damage to property and consequential loss which may be made against the Seller or which the Seller may sustain as a result of or in connection with the manufacture, sale, export, import or use of the Goods unless such cost, claim, demand, expense or liability shall be directly and solely attributable to any breach of contract by, or negligence of, the Seller or a duly authorised employee or agent of the Seller.

**12. Default & Consequences Of Default**

Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement.

If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs.

Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Customer and any of its other obligations under these terms and conditions. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller exercised its rights under this clause.

If any account remains overdue after thirty (30) days then an amount of the greater of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which sum shall become immediately due and payable.

Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable in the event that:

- (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to meet its payments as they fall due; or
- (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise), voluntary administrator or similar person is appointed in respect of the Customer or any asset of the Customer.

**13. Security And Charge**

Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:

(a) where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

(b) should the Seller elect to proceed in any manner in accordance with this clause and/or its subclauses, the Customer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.

(c) the Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 12.1.

**14. Cancellation**

The Seller may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall repay to the Customer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

In the event that the Customer cancels delivery of Goods, the Customer shall be liable for any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation.

**15. Printed Goods**

Where the Seller agrees to supply Goods which have been printed specially to meet the Customer and/or the Guarantor/s requirements, the Customer and/or the Guarantor/s agrees to pay for those Goods in the following manner:

- (a) 30% of the Price will be paid when art work is signed off;
- (b) 30% of the Price will be paid when the Goods arrive at the Seller's warehouse;
- (c) The remaining balance is to be paid within 30 days, from the date of the Good's arrival at the Seller's warehouse.
- (d) Or alternatively within 7 days being invoiced for the Services provided.

**16. Privacy Act 1988**

The Customer and/or the Guarantor/s agree for the Seller to obtain from a credit reporting agency a credit report containing consumer and commercial credit information about the Customer and Guarantor/s in relation to credit provided by the Seller.

The Customer and/or the Guarantor/s agree that the Seller may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- (a) to assess an application by Customer; and/or
- (b) to notify other credit providers of a default by the Customer; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- (d) to assess the credit worthiness of Customer and/or Guarantor/s.

The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988)

The Customer agrees that personal credit information provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Customer and Seller or required by law from time to time:

- (a) provision of Goods; and/or
- (b) marketing of Goods by the Seller, its agents or distributors in relation to the Goods; and/or
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requests by Customer; and/or
- (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.

The Seller may give information about the Customer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Customer; and/or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

**17. General**

If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the exclusive jurisdiction of the courts of New South Wales.

The Seller shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions.

In the event of any breach of this contract by the Seller the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.

The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by the Seller.

The Seller may license or subcontract all or any part of its rights and obligations without the Customer's consent.

The Seller reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Customer of such change.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party. If at any time the Seller does not enforce any of these terms and conditions or grant the Customer time or other indulgence, the Seller shall not be construed as having waived that term or condition or its rights to later enforce that or any other term or condition.

A certificate of debt duly signed by a representative of the Seller shall be evidence and proof of money owing by the Customer to the Seller at that time.