

# Credit Account Application

The applicant(s) agree to notify us within 7 days of any change affecting your legal entity, structure and management.

**Jantom Furniture Pty Ltd**  
**ABN 80 092 171 634**

4 McCabe Pl  
NSW 2067  
AUSTRALIA  
Tel: 61 2 9417 7136  
Fax: 61 2 9417 7138

Company Name: \_\_\_\_\_ ABN \_\_\_\_\_  
Business Name: \_\_\_\_\_ RBN \_\_\_\_\_  
Trading Address: \_\_\_\_\_  
\_\_\_\_\_ Post Code \_\_\_\_\_  
Company Registered Address: \_\_\_\_\_  
\_\_\_\_\_ Post Code \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Type of Business: Pty Ltd Ltd Trust Partnership Sole Trader Other  
Incorporation Date: \_\_\_\_\_ Period of Current Ownership: \_\_\_\_\_  
Name of Bank: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Address of Branch: \_\_\_\_\_  
Estimated monthly credit required \_\_\_\_\_

## Trade References (3 required)

1. Company Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
2. Company Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
3. Company Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

## Director Details

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_

I/ we acknowledge that the information provided within this application has been read and understood by me / us, and I /we agree to be bound by the terms and conditions printed on the back of this application. I / we declare that all the information is true and correct.

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

## Director Guarantee:

In consideration of you having agreed to supply the above named customer with goods and services, I, being the director of the customer, agree to be responsible for the due and punctual payment owing by the customer as you may hereafter supply to the customer. This guarantee shall be a continuing guarantee to you for all debts whatsoever and whenever owing by the customer to you. I acknowledge that I shall not be released from this guarantee otherwise than by the payment in full of the debt owing by the customer.

Dated \_\_\_\_\_  
Director Name \_\_\_\_\_ Director Signature \_\_\_\_\_  
Witness Name \_\_\_\_\_ Witness Signature \_\_\_\_\_

## Terms and Conditions of Sale

We shall only supply goods to you on the following terms and conditions unless we agree in writing to vary these terms and conditions:

1. You must inform us in writing within seven days of any change affecting your legal entity, structure and management.
2. You acknowledge that we may vary or withdraw credit facilities at our discretion without prior notice.
3. You agree that we may
  - a. Obtain credit reports from credit reporting agencies or other credit providers for the purpose of assessing this application and from time to time reviewing your commercial creditworthiness.
  - b. Disclose to or discuss with any credit reporting agencies or credit providers, any prospective guarantor and any person or body agreeing or considering whether to agree to be liable for any credit to be made available to you, any information maintained or in our possession relating to your application and the administration of your credit facility.
4. Payment
  - a. All invoices are due and payable in full thirty (30) days after the date of invoice. Should you fail to pay your invoices by the due date:
    - i. We may charge interest on any overdue invoice at the penalty rate fixed under the Penalty Interests Rate Act, calculated and payable daily, compounded from the due date until the invoice is paid in full.
    - ii. You shall pay all our costs and expenses (including legal costs determined as between solicitor / own client and mercantile agents fees), which may be incurred in the recovery or attempted recovery of the overdue amounts from you.
5. Delivery
  - a. Whilst we shall use all reasonable endeavours to comply with the order specifications, you will not be entitled to cancel the whole or part of the order or to claim compensation by reason of minor variations to the goods as a result of changes to the manufacturing processes or specifications.
  - b. Notwithstanding that an approximate delivery date is stipulated in the order, the time for delivery of the goods shall not be regarded as being of the essence.
6. Reservation of Title
  - a. You acknowledge that the ownership of goods delivered by us to you is only transferred to you when you have paid all sums owing to us on any account whatsoever and until such time we have the right to call for or recover the goods at our option (for which purpose our employees or agents may enter your premises) and you are obliged to deliver up the goods if so directed by us.
  - b. You agree to keep the goods in fiduciary capacity for us until such time as ownership is transferred to you.
7. Risk
  - a. Notwithstanding the provisions of reservation of title, you accept all risk of loss and damage to the goods, whether caused by you or not, following delivery of the goods.
8. Return of Goods / Claims
  - a. We will not accept returns for credit without prior authorisation.
  - b. Any goods, which you return for credit will only be accepted if they are in original condition and accompanied by document showing your name, address, invoice number and authorisation number.
  - c. All goods returned are subject to a restocking fee and the customer is responsible for the freight.
  - d. Any claims by you for short delivery, replacement and rectification must be made within 7 days of the delivery
  - e. Any other claims for adjustment to any invoice for any reason whatsoever must be made in writing within 60 days of delivery.
9. Indemnity
  - a. The customer shall indemnify for any loss, damage or expenses incurred by the supplier if the customer cancel any order or breach any terms and conditions thereof.
  - b. The customer shall indemnify the supplier against all damages, penalties, and expenses to which the supplier may become liable through any work required to be done in accordance with the instructions of the customer involving an infringement of any patent, trade mark or copyright.
10. Limitation of Liability
  - a. We exclude all statutory or implied conditions and warranties to the extent permitted by law.
  - b. To the extent permitted by law, we limit our liability under any condition or warranty which cannot legally be excluded to:
    - i. The replacement of the goods or the supply of equivalent goods
    - ii. The repair of the goods
    - iii. The payment of the costs of replacing the goods or of acquiring equivalent goods
    - iv. The payment of the costs of having the goods repaired
  - c. We reserve the right to withhold supply to you and we will not be liable for loss or damage resulting directly or indirectly from such withholding.
11. Governing Law
  - a. The agreement shall be deemed to be a contract made in Victoria and governed by the laws of Victoria.
  - b. You agree that any legal proceedings will be heard in the Courts of Victoria and the Federal Court of Australia. However, we reserve our right to commence any legal actions in any other courts.

Dated \_\_\_\_\_

Director Name \_\_\_\_\_ Director Signature \_\_\_\_\_

Witness Name \_\_\_\_\_ Witness Signature \_\_\_\_\_