

CREDIT APPLICATION FORM

1. Credit Provider

Quality Cards (ABN 75 898 950 264) and Infotek3000 (ABN 75 898 950 264) ("The Seller")
Coffs Harbour Branch: 11/192 Edinburgh Street, Coffs Harbour NSW 2450
Port Macquarie Branch: 42 Lady Nelson Drive, Port Macquarie NSW 2444
Mobile: 0414 490 604 or Mobile: 0415 385 975

2. Applicant

Trading or Company Name: ("The Buyer")

Registered Office:

Business Name:

Australian Business Number (ABN) - required:

Business Address:

How many years have you been at this address?:

Postal Address (if not the same):

Type of business: Date commenced:

Name of Bank:

Bank telephone number: Bank Contact:

Circle One: **Sole Trader** **Partnership** **Company**

3. Proprietors/Directors Particulars

1: Name of Proprietor/Director:

Phone: (w) fax: (h)

(mob) e-mail:

Residential Address:

Drivers Licence number:

2: Name of Proprietor/Director:

Phone: (w) fax: (h)

(mob) e-mail:

Residential Address:

Drivers Licence number:

4. Trade References (with whom you have operated a credit account)

Name: Telephone No:

Name: Telephone No:

Name: Telephone No:

I/We acknowledge that I/We have read and understand this Credit Application.

IMPORTANT: Terms and Conditions Overleaf apply to this credit application notwithstanding, if applicable, the customer's failure to sign this acceptance.

Dated this (example: 1st) **day of** (example: May, 2000)

Signatures of all Proprietors/Directors

(i) Print name

(ii) Print name

(iii) Print name

(iv) Print name

(All partners, directors, proprietors must sign)

TERMS AND CONDITIONS

1. Definitions

- a. "The Seller" is Janie & Michael Bourne T/as Infotek3000 (ABN 75 898 950 264) and Janie & Michael Bourne T/as Quality Cards (ABN 75 898 950 264) and its employees, officers, agents and affiliates.
- b. The 'agreement' or 'agrees' means unequivocal acceptance of the said Terms and Conditions.
- c. "The Buyer" refers to all other persons, companies, or other entities who access, utilise or are otherwise beneficiaries of the Goods and Services provided by the seller.
- d. The 'Goods and Services' means any and all goods and/or services provided by the seller.

2. Charges

The buyer agrees to pay for all Goods and Services invoiced to them by the seller. Invoiced amounts include, but are not limited to, the charges for Goods and Services provided at the buyer's request. The buyer agrees to pay all government taxes, statutory duties and levies imposed on the Goods and Services supplied.

3. Prices

At the sole discretion of the seller:

- (a) The Price shall be as indicated on invoices provided by the seller to the buyer in respect of goods and services supplied: or
- (b) The Price shall be the seller's current price at the date of delivery of the goods and services according to the seller's current price list.

4. Payment of Accounts

The buyer agrees to pay the full amount of any Tax Invoice issued by the seller within 30 days of the last day of the month in which the invoice was raised. If the seller releases goods without full payment being received, the person signing this document agrees without equivocation to be personally liable to the seller for payment of the said goods. **In the event that the buyer does not pay the full amount of the Tax Invoice within 30 days of the last day of the month in which the invoice was raised the buyer is in default.** In the event that payment of a Tax Invoice has not been received by the seller within 45 days of the end of the month in which the invoice was raised, credit will no longer be extended to the buyer and the seller will only provide further goods and services to the buyer if the buyer pays cash to the seller at the time of delivery. In the event that payment of a Tax Invoice has not been received by the seller within 60 days of the end of the month in which the invoice was raised the Account will be closed and the Account will be handed to a Debt Collector or Solicitor for collection of the debt or legal action.

5. Trade Discounts.

If the buyer is in default of payment by any period of time all trade discounts and builder's rebates will be lost for the month in arrears.

6. Default

In the event that:

- (a) any money payable to the seller becomes overdue, or in the opinion of the seller the buyer will be unable to meet its payments as they fall due; or
- (b) the buyer 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) or similar person is appointed in respect of the buyer or any asset of the buyer, then;
 - (i) the seller shall be entitled to cancel all or any part of any order of the buyer which remains unperformed in addition to and without prejudice to any other remedies; and
 - (ii) all amounts owing to the seller shall, whether or not due for payment, immediately become payable.

7. Costs in the Event of a default

If the buyer is in default of payment of the said Tax Invoice, the buyer agrees to pay interest of 2.5% per calendar month calculated daily on the amount in default from the due date of the invoice. Interest shall accrue at such rate after as well as before any judgment. If the buyer is in default of payment of the said Tax Invoice the buyer also agrees to pay all collection and legal costs incurred by the seller in recovering the defaulted payment

including any costs incurred by the seller on a solicitor and own client basis and including any and all commission charged by any debt collection agent.

8. Title

Risk in the Service, in the case it is goods, shall pass to the buyer at time of delivery. Title to the invoiced goods shall not pass until the seller is paid in full. Further the buyer agrees to allow the seller free and unfettered access, or organise such access, to repossess the goods if the buyer defaults on payment Terms. Any retrieval costs, property or other consequential damage resulting from such repossession, will be at the buyer's liability and cost.

9. 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.

10. 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. The seller shall not be liable for any loss or damage whatever arising from such cancellation.

11. Fitness for a particular purpose.

The seller will make every endeavour to ensure that the Goods and Services supplied are fit for the purpose communicated by the buyer. However, without excluding the buyer's rights under the Trade Practices Act or other State Acts, the seller issues no warranties, express or implied, to that effect.

12. Deadlines

The seller will make every endeavour to meet a buyer's deadlines, but specifically exempts itself from any liability to the buyer should it fail to do so.

13. Privacy

The buyer agrees that personal data provided may be used and retained by the seller for the following purposes and for any other purposes as shall be agreed between the buyer and the seller or required by law from time to time:

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

14. General

If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. All Goods and services supplied by the seller are subject to the laws of New South Wales and the seller takes no responsibility for changes in the law which affect the goods supplied.

The seller shall be under no liability whatever to the buyer for any indirect loss and/or expense (including loss of profit) suffered by the buyer arising out of breach by the seller of these Terms and Conditions.

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

15. Acceptance of Terms and Conditions

By signing the Credit Application on the front of this document, the buyer unequivocally accepts all of the above Terms and Conditions without reservation. The person signing this document personally guarantees payment of the amounts invoiced by the seller to the buyer in the event that the buyer defaults in payment of any invoice.