

Application for Credit Account

PLEASE RETURN COMPLETED APPLICATION FORM TO:

SUZOHAPP

Attn: Accounts Receivable

44-48 Rocco Drive, Scoresby VIC 3179

OR Fax to: +613 9763 7265

OR Email to: accounts.receivable@suzohapp.com.au

A.**ACCOUNT TYPE** (Please indicate the type of business conducted. Tick one box only)SOLE TRADER PARTNERSHIP COMPANY PUBLIC LISTED OTHER (Provide Details) _____**B.****ACCOUNT DETAILS**

Date of Commencement / Incorporation: _____

ABN: _____

Registered Company Name: _____

Trading Name: (if different to above) _____

Delivery Address: _____

Suburb: _____ State: _____ Postcode: _____ Phone: _____

Email Address: _____

Billing Address: (if different to above) _____

Period of occupation at Present Address: _____ Premises: OWNED LEASED

Number of Employees: _____ Annual Turnover last Financial Year: _____

C.**CREDIT REQUIREMENTS**

Approx. Credit Limit Required: (\$) _____

Anticipated Monthly Purchases: (\$) _____

D.
CONTACTS

Accounts Payable Contact Name: _____

Phone: _____ Fax: _____ Email: _____

General Managers Name: _____

Financial Controllers Name: _____

E.
DIRECTORS, PARTNERS, OFFICE BEARERS

1. Surname: _____ Given Name/s: _____

Residential Address: _____

Date of Birth: _____ Signature: _____

2. Surname: _____ Given Name/s: _____

Residential Address: _____

Date of Birth: _____ Signature: _____

3. Surname: _____ Given Name/s: _____

Residential Address: _____

Date of Birth: _____ Signature: _____

F. SUPPLIER TRADE REFERENCES (Couriers, Office Suppliers & Credit Card Providers not acceptable)

Name & Address of Supplier	Contact Person	Email Address/Phone No./Fax	Credit Facility
1			
2			
3			
4			

ACCEPTANCE BY BUYER OF TERMS AND CONDITIONS OF PROVISION OF CREDIT

(This page must be completed and signed by all applicants, partners and directors.)

I/We agree that in consideration of the Seller providing goods on credit, we agree to be bound by the Seller's Terms and Conditions of Sale attached. I/We confirm and agree as follows:

- (a) I/we have read and understand the attached Seller's Terms and Conditions of Sale and agree that, subject to the Seller's acceptance of this application, those terms and conditions will apply and will prevail over all other terms and conditions of the Buyer's order to the extent of any inconsistency. I/We agree that the Seller reserves the right to accept or reject this application in its absolute discretion;
- (b) The information provided in this application is true and correct in every particular and I/we acknowledge that the Seller will be relying upon the information to determine whether or not to grant this application for credit and I/we warrant that we have authority to enter into this contract on behalf of the Buyer;
- (c) I/we authorise the Seller to make enquiries including obtaining a credit report concerning my/our credit worthiness or as to the accuracy of the information provided in this application and consent to any credit report concerning me/us being made available to the Seller for the purpose of assessing this application. I/We authorise the Seller to exchange or disclose any information concerning my/our credit worthiness or this application from or to any person or source and acknowledge that all or some of the information may be disclosed to a credit reporting agency within the meaning of the Privacy Act 1988 as amended;
- (d) The Seller may make additional periodic credit report checks that it sees fit to continue its assessment;
- (e) The Seller's terms of payment are strictly nett 30 days from the date of invoice;
- (f) The terms and conditions provide that interest may be charged by the Seller on amounts which exceed the 30 day credit limit;
- (g) I/we understand and accept the consent we have given under the Privacy Act 1988.
- (h) I/we are duly authorised by the applicant (where it is a company) to sign this application and warrant that the company will perform its obligations pursuant to this application.

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: _____

PRINT NAME: _____

DATE: _____

DATE: _____

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: _____

PRINT NAME: _____

DATE: _____

DATE: _____

THIS CREDIT APPLICATION WILL NOT BE CONSIDERED UNLESS THIS SECTION IS SIGNED AND DATED

IF THE BUYER IS A COMPANY OR IF THE BUSINESS IS OWNED BY A COMPANY, THE DIRECTORS ARE REQUIRED TO COMPLETE THE FOLLOWING:

WE _____ OF _____

AND _____ OF _____

BEING DIRECTORS OF THE BUYER IN CONSIDERATION OF THE SELLER GRANTING CREDIT TO THE BUYER HEREBY JOINTLY AND SEVERALLY:

- (i) GUARANTEE THE SELLER PAYMENT OF ALL DEBTS TO BE PAID, BY THE BUYER AND AGREE THAT THIS GUARANTEE WILL BE A CONTINUING GUARANTEE AND WILL NOT IN ANY WAY BE WAIVED OR AFFECTED BY ANY TIME OR INDULGENCE GRANTED BY THE SELLER TO THE BUYER.
- (ii) CHARGE ANY PROPERTY OWNED BY US WHETHER ALONE OR JOINTLY AS A TENANT IN COMMON OR AS A JOINT TENANT IN FAVOUR OF THE SELLER TO SECURE ANY MONEYS OWING HEREUNDER WHETHER OR NOT THE SELLER HAS TAKEN OR HAS THREATENED TO TAKE ANY ACTION AGAINST THE BUYER OR AGAINST ANY GUARANTOR IN RESPECT THEREOF.
- (iii) ACKNOWLEDGE THAT WE HAVE BEEN GIVEN THE OPPORTUNITY TO SEEK LEGAL ADVICE BEFORE SIGNING THIS GUARANTEE. DATED THIS

DATE THIS _____ DAY OF _____ 20__

SIGNED: _____ SIGNED: _____

PRINT NAME: _____ PRINT NAME: _____

SIGNED: _____ SIGNED: _____

PRINT NAME: _____ PRINT NAME: _____

TERMS AND CONDITIONS OF SALE

Suzo Happ Pty Ltd ABN NO. 56 163 782 465 is the parent Company of the trading entity Transcity Group Pty Ltd ABN NO. 99 158 087 159 (Seller)

These Terms and Conditions prevail

In the event of a customer's order containing Terms and Conditions that are at variance with these Terms and Conditions, these Terms and Conditions will apply to such orders, unless Seller has specifically agreed to variances to Seller's Terms and Conditions when quoting the customer.

Prices

All prices quoted by Seller are valid for 30 days from date of quotation, unless otherwise stated on the quotation. Whilst every endeavour has been made by Seller to ensure the accuracy of quoted prices, no responsibility is accepted by Seller for any errors and omissions.

GST

All prices quoted by Seller are EX GST.

Delivery Charges

A nominal delivery charge will be applied to each order. Where a customer requests multiple shipments, the delivery charge will be made for each shipment.

Delivery

Seller will use its best endeavour's to meet our quoted and confirmed delivery dates, but cannot accept any liability whatsoever for failure to do so, and failure to meet a delivery date shall not prejudice any contracts as regards other deliveries.

Shortages or Damage in Transit

Seller must be notified within 3 working days of receipt of goods, or in cases of non-delivery of date invoice is received, of any shortages or damage in transit.

Order Cancellations or Re-schedules

Order cancellations or re-schedules can only be accepted after prior negotiation and agreement. Where goods have been ordered specifically for a customer (non stock items), no order cancellations will be accepted.

Settlement Terms

30 days from date of invoice, unless otherwise agreed at time of quotation. These credit terms are subject to receipt of satisfactory credit references. Title to goods remains with Seller until outstanding monies are paid in full.

Returns

No returns can be accepted for credit unless previously agreed to by Seller through the issue of a Return Authorisation Number. Only stock items are eligible for return and an administration fee of \$100.00 will be levied on all returns. All returned goods must be in original, unopened packaging and be undamaged. Returns can only be considered up to 30 days from original invoice date. All freight costs of returned goods to be borne by the customer.

Warranties

Seller passes on the warranties from the manufacturer of the products, and these vary from product to product. At Seller's option Seller will replace, repair or refund the purchase price of any item returned and proved to Seller's satisfaction to be faulty, subject to a claim being made within the manufacturer's warranty period. The warranty does not include, and no liability is accepted in relation to, consequential damage, injury, or loss of revenue arising from defective items, whether such a claim arises in contract or otherwise. Any claim under guarantee must be made to Seller in writing. The goods in question to which the claim relates must be returned to Seller within the manufacturer's warranty period, suitably packed, carriage paid, and accompanied with proof of purchase and details of nature of defect. If these requirements are not complied with Seller's guarantee shall not apply and Seller shall be discharged from any liability in this matter. Software programs are supplied on the strict understanding that Seller does not guarantee the intellectual contents to be free from errors.

Copyrights, Patents and other IP rights

Products sold by Seller may be the subject of copyright, patent or other intellectual property legal protection (**IP**). The customer shall be responsible for configuration and use of the products in a manner that does not infringe the IP rights of any third party and Seller accepts no liability for infringement of any such IP rights by the customer or permitted by the customer in its premises.

Liability

The customer shall be responsible for ensuring the fitness for purpose of the product for the customer's purposes, use and application. Seller accepts no liability in respect of loss arising from errors in the information provided to the customer relating to the products.

The customer shall be responsible for the use or supply of the products after taking possession of them and shall comply with any law that applies to the customer's premises or to the customer's business, including without limitation any wagering, betting, gaming, liquor or other law (whether Commonwealth, State or Territory) that may apply to the customer or its business or premises from time to time.

In no event shall any breach of contract or tort or negligence or failure of any kind on Seller's part or that of Seller's employees be accepted as liability for loss of revenue or consequential loss or damage arising from any cause whatsoever. Seller hereby excludes any liability, and disclaims responsibility, for any breach by the customer of these Terms and Conditions or any law that applies to the customer, its premises or to the use of the products by the customer or its customers.