



AUSTRALIAN INTEGRATED  
 SUPPLIES PTY. LTD.  
 Trading as PREMIER SUPPLIES  
 A.B.N 34 095 457 257

25A Temple Drive  
 THOMASTOWN, VIC 3074

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# Commercial Credit Account Application

Fax completed form to: Premier Supplies Accounts (03) 9465 8628

We hereby apply for a thirty (30) day credit account and agree to be bound by the Terms and Conditions included hereinafter. We understand that payment is due STRICTLY THIRTY DAYS from the end of the month in which purchases were invoiced unless otherwise agreed to by Premier Supplies.

## Section A – General Information

Registered Company Name	ACN		
.....	.....		
Trading Name	ABN		
.....	.....		
Postal Address	State	Postcode	
.....	.....	.....	
Delivery Address	State	Postcode	
.....	.....	.....	
Phone	Fax	Email	
.....	.....	.....	

## Section B – Contacts For Buying

Name	Position	Phone
.....	.....	.....
Estimated Monthly Purchases	Email	
.....	.....	

## Section C – Trade References

Company Name	Contact	Phone	Fax
.....	.....	.....	.....
Company Name	Contact	Phone	Fax
.....	.....	.....	.....
Company Name	Contact	Phone	Fax
.....	.....	.....	.....

**Section C – All Directors, Partners and Proprietors must sign this section**

I (we) have read the attached Terms and Conditions of Credit and Terms and Conditions of Trade and understand and agree to the provisions therein. By executing this application each signatory warrants that they are duly authorised to execute this application on behalf of the Applicant.

Signature	Name	Date
.....	.....	.....
Signature	Name	Date
.....	.....	.....
Signature	Name	Date
.....	.....	.....

**Section D – Contacts For Accounts**

Name	Phone	Fax
.....	.....	.....
Email		
.....		

**Section E – OFFICE USE ONLY**

Approved by		
Signature	Name	Date
.....	.....	.....
Credit Limit Approved	Expiry Date (if applicable)	
.....	.....	

**TERMS AND CONDITIONS OF CREDIT**

1. The Applicant warrants that the information provided is accurate, correct and complete and is supplied for the purpose of obtaining credit.
2. The person/s signing above warrants that he/she is duly authorised by the Applicant to apply for credit and execute this Application on its behalf.
3. The applicant agrees that it is not entitled to any credit facilities until it receives notice in writing from Australian Integrated Supplies Pty Ltd trading as Premier Supplies ABN 34 095 457 257 ("Premier Supplies") stating that credit facilities have been given and confirming the terms and conditions upon which such credit facilities are given. Until the Applicant receives such notice, any goods that are supplied by Premier Supplies to the Applicant shall be on basis of cash upon delivery.
4. The parties agree that if, prior to formally approving credit, Premier Supplies grants to the Applicant time to pay for any goods supplied, it does so on these terms and conditions.
5. In the event of Premier Supplies granting credit facilities to the Applicant then:-
  - (a) All accounts are to be settled in full within the agreed trading terms noted on the Premier Supplies statement and/or invoice. Credit facilities may only continue if payment is maintained in accordance with those agreed trading terms.

(b) Should the Applicant default in making any payment in accordance with the agreed trading terms, then all monies due to Premier Supplies shall immediately become due and payable. Premier Supplies shall be entitled to charge penalty interest on all overdue amounts from the due date for payment until the date of actual payment.

(c) Any expense and/or costs or disbursements incurred by Premier Supplies in recovering any outstanding monies including debt collection agency fees and legal costs shall be paid by the Applicant.

(d) It is expressly understood and agreed that this credit arrangement may be terminated at any time by Premier Supplies. In that event, all monies owing to Premier Supplies will be immediately due and payable.

(e) Premier Supplies may at any stage during the continuance of the credit arrangement impose as a condition precedent to the grant of further credit that the Applicant give such security or additional security as Premier Supplies shall in its discretion think fit. Premier Supplies shall be entitled to withhold supply of goods or further credit until such security or additional security is obtained.

6. Where the Applicant is a Trustee, the Applicant shall be liable on the account and in addition the assets of the Trust shall be available to meet payment of any monies due and owing to Premier Supplies.

7. The Applicant will notify Premier Supplies no later than 14 days after any change of ownership, change in its particulars, any alteration or addition to shareholders or directors, and any change, alteration or addition to the Applicant's internal structure and senior management.

8. The parties agree that these terms and conditions of credit shall be governed and construed in accordance with the laws of the State of Victoria and the parties agree to submit to the jurisdiction of the Courts of that State.

10. The terms and conditions of trade are expressly incorporated into these terms and conditions of credit and shall apply in respect of all sales made to the Applicant.

## TERMS AND CONDITIONS OF TRADE

**1. Scope:** All goods and services ("Products") supplied by Australian Integrated Supplies Pty Ltd trading as Premier Supplies ("Premier Supplies") are supplied according to the following terms and conditions.

**2. Order Acceptance:** No order shall be binding on Premier Supplies until accepted by Premier Supplies. An individual contract for the supply of Products, on these terms and conditions, is formed on acceptance by Premier Supplies of an order from the Customer. Premier Supplies reserves the right to accept any order in whole or in part. Where Premier Supplies makes a part delivery of any order, such delivery shall constitute a separate contract. No order may be cancelled or varied after acceptance by Premier Supplies.

**3. Payment Terms:** All credit orders are accepted by Premier Supplies subject to satisfactory credit approval of the Customer, and are governed by Premier Supplies's credit terms and conditions in force at the time of order placement, including the right to charge interest. Credit approval once granted may be withdrawn at any time. Where credit approval has not been granted, or is withdrawn, payment for all Products or Services supplied is required on delivery. Where credit has been granted, payment for the Products or Services is to be made on or before 30 days from the end of the month during which purchases were made. Payment must be made in full without set off or deduction. Premier Supplies will investigate any disputed amounts, and if resolved in favour of the Customer, a credit will be issued to the Customer.

**4. Title to Products:** Ownership in the Products does not pass to the Customer until the Customer has discharged all outstanding indebtedness, whether in respect of the Products or otherwise, to Premier Supplies. Risk in the Products will pass on delivery to the Customer. The Customer grants to Premier Supplies, its agents and servants, leave and licence to enter at any time on and into any premises occupied by the Customer to inspect, search for or remove any of the Products. If the Products are sold by the Customer, the Customer acknowledges that such sale is made by the Customer as bailee for and on behalf of Premier Supplies, to hold the proceeds of sale on trust for Premier Supplies, in an account in the name of Premier Supplies, until payment in full for the Products is made to Premier Supplies.

**5. Delivery:** Delivery is generally free to metro Melbourne for orders over \$300 excluding GST. Notwithstanding, Premier Supplies reserves the right to charge for delivery of Products at any time, even though it may not have previously done so. Administrative fees may also be imposed for orders under certain dollar values. Where prices are stated as inclusive of delivery, delivery is to the delivery point specifically accepted by Premier Supplies.

**6. Returns:** Any Products which are damaged or defective, delivered after their "use by" or "best before" date, or which are not otherwise in accordance with the Customer's order, or which the law provides may otherwise be returned to Premier Supplies may be returned to Premier Supplies within a reasonable time after the Customer has had a reasonable opportunity of inspecting the Products, at no cost to the Customer.

The Customer may otherwise return Products to Premier Supplies and obtain a credit:

(a) except for specially purchased products;

(b) provided that it does so within 14 days of delivery and a return authorisation is obtained from Premier Supplies;

(c) provided that the Products are in their original packaging, unopened, of a current make and model, and otherwise as new and in a saleable condition;

(d) at the Customer's own expense, or to the Customer's account; and

(e) on the basis that risk in the Products remains with the Customer until the Products are received by Premier Supplies, and that a restocking or return fee may be charged.

Notwithstanding the provisions of this clause 6, Premier Supplies will not accept a returned Product where the Customer has caused the Product to become unmerchantable or failed to take steps to prevent the Product from becoming unmerchantable or the Product has become damaged by abnormal use whilst in the possession of the Customer.

**7. Customer Specific Stock:** Where Premier Supplies has agreed to procure and/or warehouse and/or distribute Products specifically for the Customer, the Customer must, within 30 days of request, purchase all stock then warehoused and held at the then prevailing supply price. Where the Customer does not do so, Premier Supplies may dispose of the affected Products without liability for any loss or damage suffered by the Customer as a result. The Customer indemnifies Premier Supplies against all claims, demands, loss, costs and expenses incurred by or made against Premier Supplies, arising out of any actual or alleged infringement of patents, copyright, trademarks, design rights or other intellectual property rights, by any logo, design, copyright or other material that Premier Supplies may use, print or reproduce at the Customers request.

**8. Liability:** Except for those required or implied by legislation, Premier Supplies gives no express warranty in relation to products and services supplied to the Customer, and the Customer acknowledges that it has not relied on any representation or warranty made by or on behalf of Premier Supplies. Certain legislation may imply conditions and warranties into these terms and conditions. To the extent that such conditions and warranties may lawfully be excluded, all such conditions and warranties are expressly excluded. The liability of Premier Supplies under or arising out of the supply of goods and services for breach of any term, condition or warranty implied in or imposed upon the supply of goods and/or services by legislation, shall be limited, at the option of Premier Supplies to:

(a) If the breach or liability relates to goods:

- (i) the replacement of the goods or the supply of equivalent goods;
- (ii) the repair of the goods;
- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (iv) the payment of the cost of having the goods repaired;

(b) if the breach or liability relates to services;

- (i) the supplying of the services again; or
- (ii) the payment of the cost of having the services supplied again.

Except to the extent the law provides that liability is not able to be excluded, Premier Supplies shall not be under any liability to the Customer in respect of any loss or damage (including consequential or indirect loss or damage or loss of profits, loss of use or loss of data) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the Products, any services supplied by Premier Supplies or the failure of Premier Supplies to comply with these terms and conditions.

**9. Conflicts:** These terms and conditions will apply to the exclusion of all other terms and conditions contained in the Customer's order. In the event of any inconsistency, Premier Supplies will be deemed, by delivering the Products to the Customer or supplying services to the Customer, to have made an offer to the Customer to sell the Products or supply the services pursuant to these terms and conditions, which offer will be deemed to have been accepted if the Customer retains the Products or accepts the services. Premier Supplies reserves the right to change these Terms and Conditions at any time. Additional terms and conditions may also apply from time to time.

**10. GST:** Premier Supplies reserves the right to recover from the Customer all goods and services tax ("GST") payable in respect of the supply of goods and services to the Customer.

**11. Jurisdiction:** These terms and conditions are governed by and will be construed in accordance with the laws of Victoria and the parties agree to submit to the jurisdiction of the courts of that state.

**12. No Waiver:** The failure by Premier Supplies to exercise, or any delay in exercising, any right, power or privilege available to it under these terms and conditions will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right or power.