

AEROFAST AUSTRALIA PTY. LTD.

“CONFIDENTIAL”
APPLICATION FOR CREDIT
TRADE ACCOUNT
SOLE TRADER/PARTNERSHIP

ACN 068 361 455 • ABN 23 068 361 455
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SOLE TRADER/PARTNERSHIP

IMPORTANT NOTICES

This application CAN NOT be processed until ALL required information is supplied and the Application is duly dated and signed.
If the Applicant is a Company, complete the appropriate other Application Form.

1. State whether: SOLE TRADER/PARTNERSHIP (Strike out inapplicable)
2. Full Trading Name (Customer Account Name) ABN.....
3. Postal Address: P/C Phone No.....
Business Address (Not a PO Box)..... P/C Mobile No.....
Email Address:.....
4. Principal Place of Business Fax No.....
5. Nature of Business: Date Established:
6. Full Names, residential addresses & dates of birth of ALL Partners /Sole Trader:
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-
-
- Previous Address in LAST (5) years:
.....
-
-
7. Is the Applicant a Trustee? If yes- Name the Trust/s:.....
8. Will you supply copies of last Balance Sheet, Profit and Loss Statement and any applicable Trust Deed upon request? YES/NO
9. Is private residence owned? YES/NO Mortgaged? YES/NO Rented? YES/NO
If owned, value of Premises: \$ Amount of Mortgage \$.....
10. Are business premises owned? YES/NO Mortgaged? YES/NO Rented? YES/NO Amount of Mortgages \$.....
11. Value of Plant and Equipment Owned: \$
If leased or on hire purchase state name and address of Lessor/Hirer and Account No:
12. Approximate Credit required each 30 day period?
13. Will goods/services be for commercial use in the course of the business?..... YES/NO.....
14. Applicant’s Bankers: BRANCH.....
15. References: (Major Supplers) 1..... Ph:..... 2..... Ph:.....
3..... Ph:..... 4..... Ph:.....
16. I/We declare the above particulars to be true and correct in all respects.
17. I/We acknowledge you have informed me/us, in accordance with Section 18E(8)(c) of the Privacy Act 1988, that personal information about me/us contained in this Application are permitted to be kept on a credit information file might be disclosed to a credit reporting agency. I/We further authorise you to obtain information as to my/our credit worthiness from the Banker set out above and any person, firm or company set out at items 15 and 16 and hereby give my/our consent to each of them accordingly and otherwise I/we authorise and hereby give my/our consent to you to: - undertake, access and obtain such credit checks and consumer and commercial credit reports/files as required by you for the purpose of assessing this Application regardless of whether this application is for commercial or consumer credit; disclose personal information in your possession from time to time relating to my/our credit worthiness to any other credit provider seeking such information from you.

IN CONSIDERATION OF YOUR OPENING AN ACCOUNT IN THE APPLICANTS NAME, THE APPLICANT AGREES TO BE BOUND BY THE TERMS AND CONDITIONS PRINTED ON PAGE 2 of 3 OF THE APPLICATION WHICH SHALL APPLY IN THE EVENT OF YOU ACCEPTING THIS APPLICATION AND MAKING SUPPLY. (If a partnership, all partners must sign. Please print names)

Dated:..... Signed by Applicant:

Signed by the applicant under seal, or person duly authorised to sign. If signed on behalf of the applicant, state position. Please print name(s).

CONDITIONS OF SALE FOR CUSTOMERS

1. The terms and conditions hereunder and any alterations thereto as the supplier from time to time at its sole discretion may require, shall apply and shall be deemed to be incorporated in and to form part of the acceptance by the supplier of the customer's order or orders of goods and/or services from time to time.
2. The price of all goods and/or services shall be paid to the supplier at its Head Office from time to time within thirty (30) days of the end of the month in which such goods and/or services are supplied. Should payment not be made within such time, any trade or settlement discounts, if allowed, will not be applicable and interest at 18% p.a. accruing daily on the overdue account may, at the suppliers sole discretion and without notice, be charged to the customer and debited to the customer's account. The Supplier may at any time or times at its discretion and without giving any notice whatsoever refuse further credit or supply of goods.
3. The supplier shall not be responsible or in any way liable for delay or defaults in the delivery of any order or part thereof or for any consequential loss or damage on any account in consequence thereof. In the event of any materials failing to meet the agreed standards, the liability of the supplier (if any) shall be limited to the replacement of such defective materials.
4. Goods supplied are at the customer's risk from the first in time to occur of either the passing of property in the goods as hereinafter provided or the delivery of the goods to the customer. Notwithstanding delivery, the goods shall remain the sole and absolute property of the supplier as legal and equitable owner and the customer shall hold the same as bailee and store the goods in the packaged form as delivered so they are clearly identified as the property of the supplier together with the supplier's invoices in respect thereof until such time as the customer shall have paid the supplier the purchase price together with any other amounts at the time of such payment owing hereunder to the supplier by the customer. The customer shall be liable to the supplier in respect of any loss for damage to the goods incurred during such bailment. The receipt by the supplier of any cheque, bill of exchange or promissory note shall not be deemed to be payment in any respect until the same has been honoured or cleared and until that occurs the supplier's rights, powers and remedies against the customer and/or the goods shall remain unaffected altogether.
5. If the customer falls into default in whole or in part in respect of clause 2 hereof or in the event that the customer becomes the subject of bankruptcy proceedings or signs an Authority under Section 188 of the Bankruptcy Act 1966 (as amended) or, if the customer is a company, it becomes subject to receivership, official management, winding up proceedings or any other form of administration under the provisions of the Corporations Law, the supplier shall be entitled (without prejudice to any of its rights) to immediately and without notice retake possession of the goods and to resell the goods and for the purposes of this clause the customer hereby irrevocably licenses the supplier, its agents, employees and/or contractors to enter upon any premises where the goods may be situated and the customer indemnifies the supplier against any action, claim or demand arising out of any act done by the supplier in the exercise of its powers hereunder.
6. Where the supplier has not been paid in the manner specified herein and the customer is in possession of the goods, then:
 - (a) Until the goods are sold or disposed of in accordance with the provisions of this clause, the customer agrees to keep the goods as a fiduciary for the supplier.
 - (b) Notwithstanding paragraph (a) hereof and the credit arrangement between the supplier and the customer, the customer may sell or supply the goods to a third party in the course of the customer's business and deliver the goods to such party subject to:-
 - (i) Where the customer is paid by that party, the customer shall hold the whole of the proceeds of sale on trust and in all respects for the sole benefit of the supplier; and
 - (ii) Where the customer is not paid by that party, the customer agrees, at the option of the supplier, to assign the customer's claim against that party to the supplier upon the supplier giving the customer notice in writing to that effect and for the purpose of such assignment, the customer irrevocably makes, nominates, constitutes and appoints all and any of the supplier's General Manager, Administration Manager and Credit Manager as the customer's Attorney.
7. Subject to any express provisions of the Competition and Consumer Act 2010 (as amended) in that behalf, no warranty or condition shall be implied herein against the supplier by statute, common law or otherwise howsoever and no representation, condition, or warranty shall be binding upon the supplier unless it be in writing and signed by the supplier or any person authorised in writing by it.
8. No quotation given by the supplier shall be valid or binding unless it is in writing and signed by the supplier or some employee thereof duly authorised in that behalf. All prices quoted are subject to the addition of taxes and stamp duty where applicable.
9. Unless instructed by the customer in writing, goods will not be insured during delivery.
10. Goods returned for credit will only be credited at the Supplier's absolute discretion if goods are in a saleable condition and unaltered by the customer – 20% surcharge will apply to all goods returned. Such goods will only be accepted for credit if returned with seven [7] days from the date of delivery and accompanied by the original invoice number and such goods are not non-stock items or made to order items especially supplied at the request of the customer. The customer agrees, that in respect of the supply, delivery, quality, nature or price of the goods, any complaint to the supplier must be made in writing within seven [7] days of delivery of same and that in the absence of any such written complaint as aforesaid it shall be deemed that the customer has accepted such goods and that same have been correctly supplied and delivered in good order and condition in accordance with the contract and charged to the customer.
11. If there is any change in the status of the customer whether by way of formation of a partnership, trust, corporation or otherwise, then the customer shall give written notice of any change of status with seven [7] days thereof, failing which the customer shall remain solely responsible for the obligations on the part of the customer herein provided, notwithstanding the supplier may have knowledge of such change or status from any other source and in any event the liability of the customer and the rights of the supplier against the customer shall remain totally unaffected in respect of any indebtedness or liability existing as at the date of such notice and in respect of any further supply of goods and/or services until such time as a duly completed further Application for Commercial Credit Trade Account is submitted to the supplier reflecting such change of status AND IS ACCEPTED by the supplier.
12. The customer AGREE to pay all costs, fees, charges and disbursements (including collection agency commissions, and legal costs on a Solicitor/Client basis) incurred or to be incurred by The Creditor in recovering any monies due to The Creditor pursuant to this application.
13. Each and every acceptance by the supplier of the Customer's order or orders as aforesaid shall be governed by the laws of the State of Queensland and any proceedings in respect of any cause of action arising hereunder shall be instituted, heard and determined in the nearest Court of competent jurisdiction to the Head Office of the supplier from time to time and it is hereby agreed and declared that such Court shall have, possess and be vested with territorial jurisdiction for the purpose of hearing and determining any such proceedings.
14. In the event that any of the provisions or conditions or any part thereof hereunder can not be given effect or full force and effect by reason of statutory invalidity, uncertainty or otherwise, the said provision or condition or part thereof, as the case may be, which can not be given full force and effect alone shall be severed, ignored or read down restrictively to maintain and uphold so far as possible, the remaining conditions and provision thereof and in the event of any conflict between these terms and conditions and any terms and conditions endorsed on the reverse of the supplier's invoices or any other document, the terms and conditions herein shall prevail to the extent of any such conflict.
15. The customer hereby acknowledges that the Application has been executed freely and voluntarily and that the terms and conditions hereunder are understood and this Application is not executed as a result of or by reason of any promise representation statement or information of any nature or kind whatsoever given or offered to me/us by AFA or on behalf of AFA whether in answer to any enquiry or not.