

# "The Cutting Tool Specialists" Supporting Australian Manufacturing

A.B.N. 89 009 977 879 A.C.N. 009 977 879

### APPLICATION FOR 30 DAY CREDIT ACCOUNT

The applicant named below applies for a credit account with Bolts & Industrial Supplies Pty Ltd on the terms as laid out within this document.

PLEASE COMPLETE IN BLOCK LETTERS

Company Name:		A.C.N:	
Trading As:		A.B.N:	
Postal Address:			
Suburb:	State	Postcode:	
Trading Address:			
Suburb:	State	Postcode:	
Phone:	Fax:	Mobile:	
Purchasing Email:	Acco	unts Email:	
Business Conducted As: Sole Trader Partnership Private Company Public Company			
Ownership Date:	Type (	Of Business:	
Accounts Contact:	Purch	asing Contact:	
Anticipated Month	ly Spend:	GST Registered: Yes No	
DETAILS OF ALL PROPRIETORS OR DIRECTORS (If insufficient space attach separate sheet with all details as listed)  OFFICE USE ONLY Rep Area Code			
Full Name:			
Postal Address:			
Suburb:	State	Postcode:	
Phone:	Own Dwelling Rent Dwelling		
Full Name:			
Postal Address:			
Suburb:	State	Postcode:	
Phone:	Own Dwellin	g Rent Dwelling  Continued Over >	

## CREDIT REFERENCES Company Name: Phone: Company Name: Phone: Company Name: Phone: **TERMS & CONDITIONS**

- (a) I/We hereby apply for the opening of a credit account with Bolts & Industrial Supplies Pty Ltd and warrant that the information provided above in support of this application is accurate and true.
- (b) (i) I/We understand and agree that pursuant to this agreement all sums payable to Bolts & Industrial Supplies Pty Ltd shall be made in full no later than 30 days from date of statement.
- (ii) I/We agree that all moneys payable by us to Bolts & Industrial Supplies Pty Ltd are to be paid at one of said companies registered addresses, or via any other payment options agreed upon by Bolts & Industrial Supplies Pty Ltd
- (c) The Additional Conditions of Sale below form part of these Terms and Conditions and I/we agree to abide by and be bound by the same.
- (d) Upon approval and acceptance of this application a binding agreement will be formed between Bolts & Industrial Supplies Pty Ltd and the Applicant.
- (e) Where the Applicant is a corporation the personal guarantee of it's directors are required and approval of this application is conditional upon their satisfactory provision.

Signature of Applicant (1):	Positions:	
Signature of Applicant (2):	Date:	

#### ADDITIONAL CONDITIONS OF SALE

These terms and conditions apply to all orders placed by the Applicant with Bolts & Industrial Supplies Pty Ltd unless otherwise agreed to in writing by Bolts & Industrial Supplies Pty Ltd.

- 1. Risk Goods shall be at the Applicant's risk from the time of the delivery of the goods to the Applicant or it's carrier or bailee, whichever shall be the first to occur.
- 2. Title
- (a) Legal and beneficial title to the goods shall not pass from Bolts & Industrial Supplies Pty Ltd to the Applicant until such time as the goods purchased by the Applicant from Bolts & Industrial Supplies Pty Ltd have been paid for in full and there are no moneys outstanding by the Applicant to Bolts & Industrial Supplies Pty Ltd on any other account whatsoever.
- (b) Until payment in full for the goods purchased by the Applicant from Bolts & Industrial Supplies Pty Ltd has been made, the Applicant shall hold the goods soley as bailee of Bolts & Industrial Supplies Pty Ltd.
- (c) The Applicant hereby grants a license to Bolts & Industrial Supplies Pty Ltd, it's servant or agents to enter any premises of the Applicant upon which the goods are situated during normal business hours to inspect the goods and retake posession of the same should the purchase price of the goods not be paid for in full by due date and the Applicant acknowledges that such access shall be full, free and unhindered and shall not constitute a trespass by the Applicant.
- 3. Applicant's Default
- (a) If any payment not received by Bolts & Industrial Supplies Pty Ltd by due date, i.e. Net thirty (30) days from date of statement, Bolts & Industrial Supplies Pty Ltd shall be entitled to
  - (i) Cancel the Applicant's credit limit and require all future orders by the Applicant to be on a COD basis;
  - (ii) Refuse to supply any other orders until such time as the default is rectified;
  - (iii) Cancel all back orders.
- (iv) Exercise the license granted by Clause 2(c) to enter the premises of the Applicant and retake possession of the goods supplied to the Applicant. (b) If any payment received by Bolts & Industrial Supplies Pty Ltd by way of cheque or other negotiable instrument is not honoured upon presentation for payment for any reason, Bolts & Industrial Supplies Pty Ltd may then impose upon the Applicant an administration fee of \$15.00 plus goods and services tax upon the Applicant who shall then be deemed to be in default of the performance of this agreement.
- (c) Bolts & Industrial Supplies Pty Ltd shall be entitled to terminate this agreement upon any of the following:
  - (i) The Applicant being in breach of the terms of this agreement for a period of (30) days;
- (ii) The Applicant being a person is declared or made bankrupt or enters into any composition or arrangement with his creditors under Part X of The Bankruptcy Act 1966, or being a company is placed in liquidation or provisional liquidation or has a Receiver or Receiver and Manager appointed to any or all of it's assets or has an Administrator appointed to it or enters into any Scheme or Deed of Company Arrangement with it's creditors, or if a mortgagee whether itself or by any agent takes posession of any assets of the Applicant or if execution is levied under any Court;
- (iii) If any Guarantor of the Applicant is declared bankrupt or enters into any composition or arrangement with his creditors under Part X of The Bankruptcy Act 1996.
- 4. Returns and Procedure
- (a) Bolts & Industrial Supplies Pty Ltd offers no warranty as to the quality of the product supplied to the Applicant save and except that provided to Bolts & Industrial Supplies Pty Ltd by the original manufacturer.
- (b) In the event of the Applicant being supplied goods which have a genuine manufacturing fault, Bolts & Industrial Supplies Pty Ltd will credit the value of those goods to the amount outstanding by the Applicant or for future orders, provided the Applicant shall:
- (i) return the goods with a copy of the invoice issued by Bolts & Industrial Supplies Pty Ltd for said goods. The Applicant shall satisfy all cartage costs on goods returned and shall ensure that the goods are returned in good condition with the original packaging. Otherwise, a repackaging fee will be imposed by Bolts & Industrial Supplies Ptv Ltd.
- (c) For a Credit to be issued to the Applicant for goods incorrectly supplied by Bolts & Industrial Supplies Pty Ltd, notification must be given to Bolts & Industrial Supplies Pty Ltd by the Applicant within twenty-four (24) hours of delivery of the goods to the Applicant.

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