



ATP Document  
**CREDIT APPLICATION**

DOC-0035\_4.2  
14/11/2017

Company Name:			
Trading Name:			
Registered Office:			
Delivery Address:			
Postal Address:			
Email Address:			
Phone No:			
Type of Operation:			
ABN:		Date Established:	
ACN:			
Contact:		Phone No:	
Accounts Receivable Contact:			
Sales Contact:			
<b>PROPRIETORS / DIRECTORS DETAILS</b> If additional names, please attach list			
Full Name:			
Home Address:			
Telephone:			
Full Name:			
Home Address:			
Telephone:			
<b>TRADE REFERENCES</b> References to be companies whom you purchase a monthly value similar to that on this application			
Full Name:			
Address:			
Phone No:		Fax No:	
Contacts' Email:			
Full Name:			
Address:			
Phone No:		Fax No:	
Contacts' Email:			
Full Name:			
Address:			
Phone No:		Fax No:	
Contacts' Email:			
<b>Office Use Only</b>			
Credit Approval Amount		\$	
Credit Approval Authorisation (Managing Director)			
Approval Date			
Sybiz Account Number Reference			
Trade References Received?			



I/We wish to apply to open a credit account and authorise Advanced Technology Products Pty Ltd to make enquires as to credit and financial responsibility of the "Applicant" and obtain and give trade references as required from time to time.

I/We certify that the above information is true and correct and that I/we have read Advanced Technology Products Pty Ltd (ATP PTY LTD) Terms and Conditions of Sale, Terms of Credit and agree to be bound by them and trade in accordance with them.

Value of Credit Requested:	\$	/per month
Applicant's Signature:		
Applicant's Position:		
Name in Block Letters:		
Title:		
Date of Application:		

## TERMS OF CREDIT

I am aware that ATP trading terms are strictly 30 days from end of month (EOM). Orders from customers whose accounts exceed these terms will not be supplied until such accounts are paid in full along with any interest that may apply and/ or be charged on overdue accounts. Accounts consistently in excess of 60 days may be closed. Future transactions will be on a cash on delivery (COD) basis. Accounts not utilised on a regular basis may also be closed.

### **Delivery charges:**

Metropolitan – A \$20.00 charge for orders under \$100.00 will apply, unless otherwise stated.

Country – All shipments outside of the metropolitan area are to the account of the Receiver, unless otherwise agreed. In all cases, if special courier delivery is required, the charge will be to the account of the Receiver, unless stated otherwise.

Title on all goods sold by ATP does not pass until payment in full has been received. We further reserve the right to retake possession of all or any such goods supplied, under any invoice as is the case under reservation of title.

The granting of credit facilities is subject to the conditions of payment hereon, which are the only conditions under which we provide credit. Customers Purchase Orders, contracts or any agreements whether advised before or after granting of credit facilities which contain terms and conditions which are in conflict with these conditions are expressly excluded and void.

In the event of a default in making any payment the following conditions shall be imposed by ATP:

1. The whole or residue (as the case may be) of the charge shall immediately become due and payable.
2. The customer shall pay interest at the rate of 2% per month upon such residue from the date of default until payment in full is received.
3. The customer shall pay ATP any collection agency costs, or legal costs, incurred as a result of the customer's default.

**ANY DEVIATION FROM TRADING TERMS COULD RESULT IN FACILITIES BEING WITHDRAWN**



## DIRECTOR'S GUARANTEE

In consideration of establishing a credit account with your company, we the undersigned directors hereby give our personal guarantee for all future debts contracted by our company.

Revocation will be in writing by both parties and the guarantees will terminate upon satisfaction of due debts.

COMPANY NAME: \_\_\_\_\_

1. DIRECTOR NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

2. DIRECTOR NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

3. DIRECTOR NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## TERMS OF COMMERCIAL CREDIT APPLICATION (30 DAYS EOM TERMS) (Please read carefully)

Due to the restrictions of the Privacy Act 1988, this section must be signed by the Directors/Proprietors.

### **I/WE HEREBY AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS IN RELATION TO THE ACCOMMODATION OF CREDIT BY ADVANCED TECHNOLOGY PRODUCTS PTY LTD**

#### **1. GENERAL**

The applicant acknowledges receipt of and accepts the present standard Term and Conditions and acknowledges that the Terms and Conditions may be changed by Advanced Technology Products ACN:133 616 458 The contractual terms set forth herein are binding upon the company, those imposed by law as hereinafter mentioned and those otherwise agreed to in writing by the company and all other conditions and warranties whether express or implied and all representations, statements or obligations which would otherwise be binding upon the company are to the extent permitted by law, hereby expressly excluded and negated. Unless otherwise specified in writing by the company, all contracts shall be governed by the law of the place of acceptance. Upon the approval of this application for credit for the supply of goods and services, the applicant hereby agrees with the company:-

- a) To pay for all goods supplied to the applicant by ATP PTY LTD, within 30 days from the date of statement.
- b) That the company may in the event that the conditions in Clause a) are not complied with or the applicant otherwise fails to comply with its obligations to the company in any respect:-
  - i) revoke the credit application and require any further transactions by the applicant to be on a cash-before-delivery basis;
  - ii) require all amounts owing to the company for any reason whatsoever, become immediately due and payable without deduction or demand.

#### **2. GUARANTEE & INDEMNITY**

If the applicant is a company (The Purchaser), the company may, at its discretion, require that the Directors give a guarantee and indemnity in the form required by the company. The company reserves the right to require a guarantee and indemnity to be given by any person in any other circumstances.

#### **3. TITLE**

Notwithstanding the passing of risk, all goods delivered by the company to the purchaser, remain the property of the company until all goods supplied by the company to the purchaser have been paid for in full. Until that time, the purchaser may sell the goods in the ordinary course of its business as an agent for the company, and the proceeds shall be held in trust for and as the property of the company. Prior to any such sale, the purchaser shall hold possession of the goods for and on behalf and as bailee for the company and shall return goods to the company on demand. The purchaser shall wherever possible separately store the goods until title in them has passed.

The company will be entitled to enter the premises of the purchaser at any time to recover possession of the goods until payment in full has been made. It is agreed between the company and the purchaser that where the company enters the premises of the purchaser to take possession of the goods and it is not possible to otherwise identify the ownership of the goods in the possession of the purchaser, the goods will be treated as though they were sold by the purchaser in the same sequence as the purchaser has taken delivery of the goods. If the quantity of goods exceeds the amount owing, the company will be entitled to determine which of the goods it claims ownership in.

#### **4. QUOTATIONS**

Any quotation made by the company shall not be construed as an offer or obligation to sell and accordingly, the company reserves the right to accept or reject, at its discretion, any orders which may be received by it.

## **5. PRICES**

All prices are ex-company warehouse on which the buyer's order is placed and is subject to adjustment without notice to the buyer in accordance with, amongst other things, the company's prevailing prices at the time of delivery. The prices given in any other quotation shall be based on the quantities referred to therein and therefore should there be any variation in the quantity of goods ordered from that quoted; the company shall then have the right to amend the price quoted accordingly. In addition to the prices hereinbefore referred to all costs of delivery and expenses of an incidental to putting the goods in a deliverable state shall be for the account of the buyer and shall be the company's costs and expenses prevailing at the time of delivery.

## **6. TERMS**

Unless otherwise agreed to in writing by the company, payment for the goods and all other costs and expenses herein mentioned shall be made to the company strictly net cash within 30 days from the date of statement. All credit card payment will incur a 2% fee. Should the buyer delay or default in respect of any payment due to the company then the company shall have the right, in addition to all other rights which are herein given or which are conferred by law, to charge interest as such rates as shall be charged from time to time to the company buy its bankers for overdraft accommodation, such interest to be calculated from the date of delivery to the date of full and final payment by the buyer. Any payment by the buyer will be credited first against the interest accrued to the date of payment.

The company may at any time and without the need to provide a reason to the applicant refuse to extend any further credit to the applicant and that its approval of this Application does not require the company to extend to the applicant any particular amount of credit. The company may refuse an initial application for credit, but may proceed if the company is able to obtain insurance against a default by the applicant and the applicant pays to the company the amount of any premium for that insurance.

## **7. GOODS & SERVICES TAX (GST)**

The company's prices are exclusive of GST and any such charge or similar charges shall be for the account of the buyer. The GST charged by the company is based on the tax believed by the company to be correct at the date of acceptance of the buyers order ("the initial charge"). Should there be any variation required to the initial charge for any reason (including unintentional error) subsequent to the date of acceptance of the buyer's order, then the price of the goods and the amount payable by the buyer shall be adjusted accordingly.

## **8. EXCHANGE RATES**

The prices quoted by the company for imported goods are based on the exchange rate prevailing at the date of acceptance of the buyer's order ("the initial exchange rate"). Should there be any variation for any reason in the initial exchange rate subsequent to the date of acceptance then the price of the goods shall be adjusted in accordance with the increase or decrease as the case may be between the initial exchange rate and the exchange rate existing at the date of payment by the company.

## **9. DUTY AND CUSTOMS**

The prices quoted by the company for imported goods are based on the rate of duty and customs for the appropriate tariff classification of the goods prevailing at the date of acceptance of the buyer's order ("the initial duty and customs rates"). Should there be any variation for any reason in the classification of the goods or the method of assessment or rate of the duty or customs subsequent to the date of acceptance then the price for the goods shall be adjusted in accordance with the increase or decrease as the case may be between the initial duty and customs rates and the applicable rates existing at the date of payment by the company.

**10. FREIGHT AND INSURANCE**

The prices quoted by the company for imported goods are based on the company's freight and insurance rates prevailing at the date of acceptance of the buyer's order ("the initial freight and insurance rates"). Should there be any variation for any reason in the said rates subsequent to the date of acceptance then the price for the goods shall be adjusted in accordance with the increase or decrease as the case may be between the initial freight and insurance rates and the applicable rates existing at the date of payment by the company.

**11. SAMPLE**

Notwithstanding that a sample of the goods may be exhibited to and inspected by the buyer such sample will only be exhibited and inspected solely to enable the buyer to judge for itself the quality of the bulk and not so as to constitute a sale by sample.

**12. INFORMATION AND DRAWINGS**

All descriptive specifications, illustrations, drawings, data, dimensions and weights furnished by the company or otherwise contained in catalogues, price lists or other advertising matter of the company are appropriate only and are intended to be by way of a general description of the goods and shall not form part of the contractual description thereof unless agreed to in writing by the company in which case such descriptive specifications etc shall be subject to recognised tolerances.

**13. ACCEPTANCE**

The buyer shall inspect the goods forthwith upon their delivery and shall within seven (7) days from such inspection give written notice to the company of any matter or thing by reason whereof the buyer may allege that the goods are not in accordance with the contract if the buyer shall fail to give such notice then to the extent permitted by statute the goods shall be deemed to have been accepted by the buyer and the buyer shall pay for the same in accordance with the provisions hereof.

**14. DELIVERY**

Unless otherwise agreed to in writing by the company, the buyer shall take possession of the goods at the company's warehouse on which the order is placed and this shall be in the place of delivery. If it is agreed that delivery shall take place beyond this point then notwithstanding any other provision whereof risk in the goods shall pass to the buyer immediately the goods begin to be loaded for the purpose of carriage to the agreed place of delivery and all costs and expenses (if any) of and incidental to the carriage and insurance of the goods shall be for the account of the buyer. Should for any reason the company act as a carrier of the goods to the agreed place of delivery then, in the event of loss or damage to the goods in transit caused by or resulting from any act, neglect or default attributable to the company, the company's liability to the buyer shall be limited to and completely discharged by either the replacement or the repair of any goods so lost or damaged. Any claims against the company for such loss or damage to the goods must be made within 48 hours of the date of delivery.

**15. RISK**

The goods supplied by the company shall be at the buyer's risk immediately on delivery to the buyer or into the custody of anyone acting on the buyer's behalf including carriers whichever is the sooner. If for any reason the buyer fails to take possession of the goods within seven (7) days from the date in which the buyer is notified that the goods or part thereof are ready for delivery, then risk in the goods shall forthwith pass to the buyer and the company shall be entitled to payment for the goods in accordance with the provisions hereof. In the event that the buyer fails to take possession of the goods within the stated period of seven (7) days, the company shall arrange storage of the goods at its warehouse or some other suitable place and all costs of and incidental to such storage shall be for the account of the buyer.

**16. TERMINATION**

Any contract may at the company's option be terminated in the event of the insolvency of the buyer of execution being levied against any of the goods of the buyer or of the buyer being placed in liquidation whether voluntary or otherwise and upon such termination the company shall be entitled to repossess and take back at the cost of the buyer all goods which remain the property of the company without prejudice to any other right conferred upon the company by law.

**17. CHANGE OF OWNERSHIP**

The applicant agrees to notify the company of any change in ownership or address. Notwithstanding any change in the applicant's ownership/trading structure or any advice by it to the company of such change, the applicant will remain personally liable for any goods and services requested by it or on its behalf until it has received written confirmation from the company that its account has been closed and full payment received and a new account has been opened in the name of the new entity.

**18. CANCELLATION AND RETURN OF GOODS FOR CREDIT**

Orders accepted by the company cannot be cancelled by the buyer prior to delivery except with the company's consent and in accordance with such terms as to the company seem fit to indemnify it against all loss which it may suffer arising out of such cancellation. In respect of goods delivered to a buyer at its request, the company at its opinion will only allow the buyer credit for returned goods in accordance with the following conditions:-

- a) In every case the original number and date of invoice must be quoted by the purchaser
- b) Goods must be returned to the company's warehouse in which the order is placed within 30 days from the date of delivery to the buyer
- c) Where goods are supplied by the company in a 'special' manufacturer's carton, then the goods must be returned in that carton in their original and unmarked condition, complete with all instructions and other documents originally supplied therewith. Where the manufacturer's carton seal has been broken then the amount allowed for credit otherwise hereby allowed less 20% of the invoice value;
- d) Charges for outward and inward freight, packing and delivery are for the account of the buyer and should be prepaid. If such charges are not so paid by the buyer then they will be deducted from the credit otherwise hereby allowed.
- e) If goods are returned within 7 days from the date of delivery then subject to the provisions of sub-clauses (c) and (d) hereof the credit allowed to the buyer will be the invoice value of the goods;
  - ii) If the goods are returned after 7 days but before 30 days from the date of delivery then subject to the provision of sub-clauses (c) and (d) hereof the credit allowed to the buyer will be the invoice value less 20% thereof.
  - iii) If the goods are returned after 30 days from the date of delivery then subject to the provision of sub-clauses (c) and (d) hereof the credit allowed to the buyer will be the invoice value less 20% thereof.
- f) The following goods which have been supplied by the company at the buyer's request cannot be returned for credit under any circumstances;
  - i) any goods marked on the company's invoices as 'NOT RETURNABLE'
  - ii) any goods that have been altered, damaged or used in any manner whatsoever by the buyer or any person other than the company.
  - iii) any goods which have been made or purchased to the special order of the buyer or any other person.

**19. WARRANTIES**

The only conditions or warranties which are binding on the company in respect of the state, quality or condition of the goods supplied by it to the buyer are those imposed and required to be binding by statute (including the Trade Practices Act, 1974) and to the extent permitted thereby the liability (if any) of the company arising from the breach of such conditions; or warranties shall, at the company's option, be limited to and completely discharged by either the replacement or the repair by the company of the goods supplied to the buyer and otherwise all other conditions and warranties whether express or implied by law in respect of the state, quality or condition of the said goods which may apart from this clause be binding on the company are hereby expressly excluded and negated. Except to the extent provided for immediately above the company shall have no liability (including liability in negligence) to any person or any loss or damage consequential or otherwise, however suffered or incurred by any such persons in relation to the goods and without limiting the generality hereof in particular any loss or damage consequential or otherwise howsoever suffered or incurred by any such person caused by or resulting directly or indirectly from any failure breakdown defect or deficiency of any kind or nature in the goods.

**20. PRICE LISTS**

In the event of resale, the prices set out or referred to in the company's price list or any other document, are recommended only and there is no obligation to comply with the recommendation.

**21. DAMAGES & RETENTIONS**

The company and/or its employees will not accept any form of damages or retentions for any reason under any circumstances.

**22. COMPLIANCE**

Failure by the company to insist upon compliance with any provisions of these terms does not constitute a waiver of that provision and the company shall be entitled to insist upon compliance with all provisions of these terms at any time.





## DECLARATION

I/we declare and affirm that:

I/we have read and understood the terms of this application and confirm that the terms will apply to any credit facility provided by the company to me/us; and

The information supplied by us, the applicant, in this application is true and correct and acknowledge the company and its related entities will use this information for the purpose of assessing my/our commercial credit application.

Signed by all Directors, Partners and/or Sole Traders as deemed appropriate.

Signature: \_\_\_\_\_

Print Name:

Date:

Capacity: Director / Partner / Sole Trader

Signature: \_\_\_\_\_

Print Name:

Date:

Capacity: Director / Partner / Sole Trader

Signature: \_\_\_\_\_

Print Name:

Date:

Capacity: Director / Partner / Sole Trader