

APPLICATION FOR COMMERCIAL CREDIT

Business Details			
<input type="checkbox"/> Sole Trader	<input checked="" type="checkbox"/> Partnership	<input type="checkbox"/> Pty Ltd Company	<input type="checkbox"/> Ltd Company
<input type="checkbox"/> Trust	<input type="checkbox"/> Other (provide details)		
Company or Business Name (Registered Name)			
Trading Name/Name of Trust (Name on Account)			
ABN		ACN	
ABN of Trust (if applicable)		Name of Trustee	
Business Street Address			
Business Postal Address			
Company Registered Address			
Telephone No.	()		
Business Contact Name		Position Title	
Contact Telephone No.		Contact Email	
Accounts Telephone No.			
Email address for all invoices			
Details of Sole Trader/Partners/Directors or Trustees			
Full Name		Title	Mr / Ms / Mrs
Residential Address			
Telephone No.	()	Mobile No.	
Drivers Licence No.		Date of Birth	/ /
Details of Sole Trader/Partners/Directors or Trustees			
Full Name		Title	Mr / Ms / Mrs
Residential Address			
Telephone No.	()	Mobile No.	
Drivers Licence No.		Date of Birth	/ /
Business Information			
Nature of Business			
Date Commenced		Website	

Credit Limit Requested		
Limit Requested <i>*For over \$5,000 three trade references required, for over \$1,500 one trade reference required, no trade reference for under \$1,500</i>	\$	
Trading Term Requested	<input type="checkbox"/> 7 days	<input type="checkbox"/> 30 days <i>(only for accounts over \$1,500)</i>
Purchase Orders to be provided in writing for goods to be supplied?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Website Access		
Would you like web access to alliancesafety.com.au?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Please list all email addresses that you require access for	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
Trade References <small>(You must have an account with them – only one reference required where credit limit requested is under \$5,000 - no reference required under \$1,500)</small>		
1. Business Name/Contact		
Telephone No.		
Email Address		
2. Business Name/Contact		
Telephone No.		
Email Address		
3. Business Name/Contact		
Telephone No.		
Email Address		

TERMS AND CONDITIONS

The Contract

1. The Applicant has read and understood, and agrees to, these terms and conditions for the operation, establishment and use of a business credit account (**Account**). The execution of the application for an Account (**Application**) constitutes an offer by the Applicant (**Applicant**) to acquire and use an Account on the terms and conditions set out in this document. If Alliance Safety Equipment approves the Application, such approval will constitute acceptance of the offer and will create a contract between Alliance Safety Equipment Pty Ltd ABN 55 977 478 216 (**Supplier**) and the Applicant on these terms and conditions (**Contract**).

Purpose of Credit

2. The Applicant acknowledges and agrees that the credit to be provided to the Applicant by the Suppliers is to be applied wholly or predominantly for commercial purposes.

Credit Enquiries

3. For the purpose of considering the Application, and at any time during the term of the Contract, the Applicant authorises the Supplier to make such enquiries as the Supplier may require to be satisfied as the creditworthiness of the Applicant.

Credit Limit

4. The Supplier specifies the maximum amount that may be charged to the Account over a particular period (**Credit Limit**). The Applicant's Credit Limit is subject to review at any time by The Supplier. The Supplier may, on request in writing by the Applicant, agree to increase or decrease the Credit Limit.
5. The balance of the Account at any time must not exceed the Credit Limit. The Supplier is not responsible for any loss or damage whatsoever or howsoever caused arising from the refusal by The Supplier to supply the Applicant with any products or services on credit because the Credit Limit has been exceeded.
6. The Applicant agrees to immediately pay the amounts charged to the Account for any products or services supplied by The Supplier in excess of the Credit Limit, whether or not demand for payment has been made by The Supplier.

Terms of Payment

7. Alliance Safety Equipment will determine your terms of payment as either net 7 days or net 30 days.
8. The terms of payment are **strictly net days** (or such other period as nominated by the supplier herein) from the date the invoice is raised. The Supplier may, at any time, vary the terms of trade upon 30 days' notice to the Applicant.
9. Payment will be made by cash, credit card, bank cheque or electronic and without deduction unless otherwise agreed by the parties.
10. Payment will be in Australian Dollars.
11. Tax Invoices/adjustment notes are emailed to the Applicant at the address specified by the Applicant for that purpose in the Application. This is sufficient notice of the amount due under the Account.

Security/charges

12. The Guarantors charge in favour of the Supplier all of their estate and interest in any real property that the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, such indebtedness to include all amount referred to in clauses 3 and 4.
13. The Guarantors charge in favour of the Supplier all of their estate and interest in any personal property that the Guarantors own at present and in the future with the amount of their indebtedness hereunder until discharged, such indebtedness to include all amounts referred to in clauses 3 and 4.
14. This Guarantee and Indemnity secures the repayment of all monies owed by the Applicant whatsoever, and this deed constitutes the entire guarantee.
15. Where the Guarantor has previously entered into an agreement with the Supplier by which the Guarantor has granted a charge, mortgage or other security over real or personal property, those charges, mortgages or other security interests shall continue and co-exist with the obligations and security interest created in this agreement. The Supplier may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

Formation of Contract

16. Quotations made by The Supplier shall not be construed as an offer or obligation to supply in accordance with the quotation. The Supplier reserves the right to accept or reject, at its discretion, any offer to

purchase received by it and will notify the Applicant of the reason for rejection or refusal. Only written acceptance by The Supplier of the Applicant's offer shall complete a contract.

17. Placement of an order, either verbally or in writing, shall imply acceptance of The Supplier's offer and of these terms and conditions.

Retention of Title

18. Whilst the Applicant has not paid for the goods supplied in full at any time, the Applicant agrees that property and title in the goods shall not pass to the Applicant and The Supplier retains the legal and equitable title in those goods supplied and not yet sold.
19. Until payment in full has been made to the Supplier, the Applicant will hold the goods in a fiduciary capacity for the Supplier and agrees to store the goods in such a manner that they can be identified as the property of the Supplier, and shall not mix the goods with other similar goods.
20. The Applicant shall be entitled to sell the goods in the ordinary course of its business, but until full payment for the goods has been made to the Supplier, the Applicant shall sell as agent and Bailee for the Suppliers and the proceeds of sale of the goods shall be held by the Applicant on trust for the Supplier absolutely.
21. The Applicant's indebtedness to the Supplier, whether in full or in part, shall not be discharged by the operation of clause 19 hereof unless and until the funds held on trust are remitted to the Supplier.
22. The Applicant agrees that whilst property and title in the goods remains with the Supplier, the Supplier has the right with or without prior notice to the Applicant, to enter upon any premises occupied by the Applicant (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Applicant) to inspect the goods of the Supplier and to repossess the goods which may be in the Applicant's possession, custody or control when payment is overdue.
23. The Applicant will be responsible for the Supplier's costs and expenses in exercising its rights under clause 21. Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Applicant against the Supplier, its employees, servants or agents.
24. The Applicant agrees that where the goods have been retaken into the possession of the Supplier, the Supplier has the absolute right to sell or deal with the goods, and if necessary, sell the goods with the trademark or name of the Applicant on those goods, and the Applicant hereby grants and irrevocable licence to the Supplier to do all things necessary to sell the goods bearing the name or trademark of the Applicant.
25. For the avoidance of doubt, the Supplier's interest constitutes a 'purchase money security interest' pursuant to the *Personal Property Securities Act 2009*.

Warranties

26. The Applicant warrants that:
 - a) all statements made and documents provided in connection with the Application and all representations that the Applicant has made or may make during the term of the contract to The Supplier are true and correct; and
 - b) the Account is required for the Applicant's business or commercial purposes
27. The Applicant acknowledges that The Supplier relies on the correctness of these warranties in approving the Application and continues to rely on these warranties in its further dealings with the Applicant.
28. If the Applicant is a corporation, the Applicant warrants that all of its directors have signed this agreement and that all of its directors will enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.
29. If the Applicant is a trustee of a trust (whether disclosed to the Supplier or not), the Applicant warrants to the Supplier that:
 - a) The Applicant enters into this agreement in both its capacity as trustee and in its personal capacity;
 - b) The Applicant has the right to be indemnified out of trust assets;
 - c) The Applicant has the power under the trust deed to sign this agreement; and
 - d) The Applicant will not retire as trustee of the trust and appoint any new or additional trustee without advising the Supplier.
30. The Applicant must give the Supplier a copy of the trust deed upon request.
31. If the Applicant enters into this agreement as partners, the Applicant warrants that all of the partners have signed this agreement and that all of the partners will enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.
32. If the Applicant is a partnership, it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without advising the Supplier. In the case of a change of partners, the Supplier may ask for new guarantors to sign a guarantee and indemnity.

Indemnity

33. The Applicant agrees to indemnify The Supplier and keep The Supplier indemnified against any claim. This indemnity includes any legal fees and expenses The Supplier incurs in order to enforce its rights.

Termination/Suspension

34. The Supplier, in its sole discretion and without requiring any reason to do so, at any time, may suspend or terminate the Applicant's Account on seven days' written notice to the Applicant.

35. The Applicant acknowledges that The Supplier may suspend or terminate the Contract immediately (with or without written notice) if:

- a) The Supplier was induced by fraudulent misrepresentation on the Applicant's part to approve an application for any account with the Applicant; or
- b) the amount charged to the Applicant's Account exceeds the Credit Limit at any time without the prior written approval of The Supplier; or
- c) any amount charged to the Account is due and unpaid (amounts disputed in accordance with clause 8 are not considered due until the dispute is rectified); or
- d) in the opinion of The Supplier any change in circumstances, including, without limitation, changes in the Applicant's constitution, ownership, membership, control status or ability to provide security for payment of amounts which have or are likely to be charged to the Account, makes the continuance of the Contract undesirable or unsatisfactory; or
- e) the Applicant becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration; the Applicant being a partnership dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; the Applicant being a natural person, dies; or the Applicant ceases or threatens to cease conducting business in the normal manner; or
- f) the Applicant uses the Account for any non-commercial purposes including, without limitation, for personal, domestic or household purposes; or
- g) the Applicant is otherwise in default under this Contract.

36. If The Supplier suspends or terminates the account under either clauses 34 or 35, the balance of the Account and any amounts incurred but not then billed are immediately due and payable by the Applicant to The Supplier. The Applicant must pay to The Supplier any amounts reasonably incurred or expended by The Supplier in exercising its right under the Contract as a result of default by the Applicant or as a result of any circumstance referred to in clause 35.

37. The account may be closed without notice if the Applicant does not use the Account for a period of twelve (12) months.

Insolvency

38. If the Applicant becomes insolvent, the Applicant remains liable under this agreement for payment of all liabilities incurred hereunder. The Applicant remains liable under this agreement even if the Supplier receives a dividend or payment as a result of the Applicant being insolvent. The Applicant declares that they are not, nor have they ever been, an undischarged Bankrupt.

Waiver

39. A waiver of any provision or breach of this agreement by The Supplier must be made by an authorised officer of The Supplier in writing. A waiver of any provision or breach of this agreement by the Applicant must be made by Applicant's authorised officer in writing.

Costs

40. The Applicant must pay for its own legal, accounting and business costs and all reasonable costs incurred by The Supplier relating to any default by the Applicant.

41. The Applicant will pay The Supplier's reasonable costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Applicant, including debt recovery fees and legal costs on an indemnity basis.

42. Subject to Clauses 40 and 41, payments by, or on behalf of, the Applicant will be applied by The Supplier as follows.

- a) firstly, in payment of any and all collection costs and legal costs in accordance with clause 42.
- b) secondly, in payment of any of the outstanding invoice (s).

The Applicant acknowledges and agrees that payments will be allocated in this manner.

Taxes and Duty

43. The Applicant must pay GST on any taxable supply made by The Supplier to the Applicant under this agreement. The payment of GST is in addition to other considerations payable by the Applicant for a taxable supply.
44. If as a result of:
 1. any legislation becoming applicable to the subject matter of this agreement; or
 2. any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charge with its administration;The Supplier becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Applicant, then the Applicant must pay The Supplier these additional amounts on demand.

Set-off

45. All payments required to be made by the Applicant under this agreement will be made free of any set-off, or counterclaim and without deduction or withholding.
46. Any amount due to the Supplier from time to time may be deducted from any monies which may be or may become payable to the Applicant by the Supplier.

Miscellaneous

47. In relation to the supply of goods, The Supplier's liability is limited to:
 - a) replacing the goods or supplying similar goods;
 - b) repairing the goods;
 - c) providing the cost for replacing the goods or for acquiring equivalent goods; and
 - d) providing the cost for having the goods repaired.
48. In relation to the supply of services, the Supplier's liability is limited to:
 - a) supplying the services again; or
 - b) providing for the cost of having the services supplied again.
49. The Supplier is not liable, whether claims are made or not, for the lost of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Applicant.
50. The Applicant will, at the request of the Supplier, execute documents and do such further acts as may be required for the Supplier to register the security interest granted by the Applicant under the PPSA.
51. The Applicant agrees to accept service of any document required to be served, including any notice under this agreement or the PPSA or any originating process, by prepaid post at any address nominated in this application or any address later notified to the Supplier by the Applicant or the Applicant's authorised representative.
52. The Applicant further agrees that where we have rights in addition to those under part 4 of the PPSA, those rights will continue to apply.
53. The Applicant irrevocably grants to the Supplier the right to enter upon the Applicant's property or premises, with notice, and without being in any way liable to the Applicant or to any third party, if the Supplier has cause to exercise any of their rights under sections 123 and/or 128 of the PPSA, and the Applicant shall indemnify the Supplier from any claims made by any third party as a result of such exercise.
54. Nothing in this agreement shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods and/or services pursuant to this agreement of all or any of the provisions the *Competition and Consumer Act 2010* or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

Severance

55. If any provision of this agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.
56. If any part of this agreement is invalid or unenforceable, that part is deleted, and the remainder of the agreement remains effective.

Variation

57. The Applicant agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of the Supplier at any time by written notice to the Applicant.
58. Any proposed variation to these terms and conditions by the Applicant must be requested in writing. The Supplier may refuse any such request and provide reasons either orally or in writing.

Governing Law

59. The parties to the Agreement submit to the non-exclusive jurisdiction of the courts of Queensland and the relevant federal courts and courts competent to hear appeals from those courts.

60. The Applicant acknowledges and agrees that any contract for the supply of goods or services between the Supplier and the Applicant is formed at the address of The Supplier.
61. This agreement is governed by, and construed in accordance with the laws of Queensland. The parties irrevocably submit themselves to the jurisdiction of the courts of Queensland.

Consent to Register

62. The Applicant hereby consents to the Supplier recording the details of this Agreement on the Personal Property Securities Register and agrees to do all things necessary and reasonably required by the Supplier to effect such registration.
63. The Applicant waives the right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

Entire Agreement

64. This agreement constitutes the entire agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda, or commitments about the subject matter of this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding.
65. Notwithstanding the preceding paragraph, in circumstances where there is a pre-existing written credit agreement (**Original Agreement**) between the Applicant and the Supplier, these terms and this agreement will constitute a variation of the Original Agreement. Terms of the Original Agreement are deleted and replaced with the terms herein.

Privacy Act

66. The Applicant and signatories on behalf of the Applicant in their personal capacity, agree to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*) contained in this document.

The Applicant hereby applies for the opening of an account and provides the above information in support thereof. I am/We are authorised to sign this credit application form on behalf of the Applicant and the information given is true and correct to the best of our knowledge.

Signature		Signature	
Name (print)		Name (print)	
Position		Position	
Date		Date	

PRIVACY STATEMENT

1. This privacy statement encompasses consents, notifications and disclosures under or in relation to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection Act 2012)* (Act).
2. The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.
3. For the purpose of this statement, the terms “personal information”, “sensitive information”, “credit eligibility information”, “credit information”, “commercial credit purpose”, “consumer credit purpose”, “credit reporting body”, “credit provider”, “credit reporting information”, “credit reporting code” carry the same meaning as under the Act and the term “information” means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
4. The supplier may collect personal information about the Applicant for the Suppliers primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, internal management purposes, marketing, sales, direct marketing and business development purposes.
5. The Applicant consents to the Supplier collecting, using and disclosing personal information (including sensitive information) for both the primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. The Supplier may collect, and may have already collected, information for the Applicant, other credit providers, credit reporting bodies and other third parties for the purpose of its functions and activities including, but not limited to, credit, sales marketing and administration. If the information was not collected by the Supplier it may restrict or impede upon the Supplier trading with, or extending future credit to, the Applicant’s or their related bodies.
7. The Applicant consents to the Supplier obtaining and making disclosure of information about the Applicant from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a consumer credit purpose and/or another related purpose. The Supplier and the Applicant agree that it may use and/or disclose credit eligibility information under section 21G of the Act.
8. The Supplier may provide personal information about the Applicant to the credit reporting bodies. The Supplier intends to disclose default information to credit reporting bodies. The Applicant consents to such disclosure. The Suppliers credit reporting policy contains a statement of notifiable matters in accordance with section 21C of the Act and items 4.1 and 4.2 of the Credit Reporting code in respect of disclosure to credit reporting bodies including what the information may be used for, what the Supplier may disclose and the Applicants right to request limitations to the use of the information.

Equifax	Level 15, 100 Arthur St, North Sydney NSW 2060	Tel 1300 921 621
Creditor Watch	Level 13, 109 Pitt St, Sydney NSW 2000	Tel 1300 501 312
NCI	Level 2, 165 Grenfell St, Adelaide SA 5000	Tel 1800 882 820
Illion	Level 2, 143 Coronation Drv, Milton QLD 4061	Tel 07 3360 0600
Experian	Level 6, 549 St Kilda Rd, Melbourne VIC 3004	Tel 03 9699 0100

9. The Supplier may disclose information about the Applicant and the Applicant hereby acknowledges that they consent to the disclosure of such information to the Suppliers employees, subsidiaries, employees, agents and related bodies corporate, past, present and prospective credit providers of the Applicant or their related bodies.
10. The Supplier’s Privacy Policy and Credit Reporting Policy contain information about how to access and seek correction of information, or how to complain about a breach of the Act, APP, code(s) and how the Supplier will deal with any such complaint.