

APPROVED
By.....

AUSRECORD PTY LTD

488 Great Eastern Highway, Ascot WA 6104 Phone: 9478 3322 Fax: 9478 5428 email: info@ausrecord.com

APPLICATION FOR CREDIT

ABN: 28 066 822 099

Trading Name.....
Trading Address..... Ph No.....
Date of commencement of business..... Fax No.....
Nature of business activities.....
ABN Number.....

Registered name of company.....
Associated or parent companies.....
Directors/Partners Names and Addresses.....
Name..... Address.....
Name..... Address.....
Name..... Address.....
Name..... Address.....

Bank..... Branch.....
Business Premises owned YES/NO Leased YES/NO
If any plant or equipment leased or under hire purchase, name of finance company
Name..... Phone No.....
Name..... Phone No.....

Trade References
Name..... Phone No.....
Name..... Phone No.....
Name..... Phone No.....

Name of person authorising payment of accounts.....
Position..... Credit Limit Required \$.....

I..... on behalf of (Company/Firm).....

Being duly authorised to apply for credit from Ausrecord Pty Ltd, declare the above information to be true and correct, and agree to the terms of trade as set out below. In the event of this credit account ever being placed in the hands of a debt collector or solicitor for formal demand and collection of any monies outstanding then it is agreed that this company/firm (if Nominee Co., directors do jointly and severally agree to guarantee any amount owing and pay all costs as follows) will pay all fees (15% on overdue accounts) and disbursements which may be levied by that debt collector/solicitor. I acknowledge reading and accepting conditions of settlement as noted below.

SIGNED..... POSITION IN CO./FIRM..... DATE.....
WITNESSED BY..... SIGNATURE..... DATE.....

CONDITIONS OF SETTLEMENT:

1. Upon Delivery of the goods the risk of any loss or deterioration of, or damage to, the goods from whatever cause arising shall be borne by the buyer. Except as otherwise agreed by the vendor and the buyer in respect of any particular consignment delivery shall be deemed to have occurred as soon as the goods arrive at the premises to which they are consigned by the vendor.
2. The goods delivered shall be stored separately at the buyer's premises and shall be clearly marked and identifiable as the goods of the vendor.
3. Ownership and property in all the goods delivered remains with the vendor until payment in full for all the goods delivered has been received and if payment is not made within three (3) business days of demand in writing being made by the vendor, the vendor shall, without prejudice to the vendor's other remedies, be entitled to retake possession of the goods and hold them until payment in full has been received, and/or to resell the goods and recover the deficiency on resale plus costs of repossession from the buyer.
4. Until payment has been received in full by the vendor of all monies payable by the buyer to the vendor in respect of a particular consignment, whether or not such monies shall have fallen due for payment or not: (a) the buyer shall not hold the goods delivered to him as bailee only and in fiduciary capacity; (b) other than arranging for the resale of the goods in the ordinary course of the business of the buyer in which case; (i) the buyer shall be acting as the vendor's agent and shall keep the proceeds of sale separate from his own moneys and shall account directly to the vendor for the proceeds of resale; (ii) the buyer shall, if required by the vendor to do so, assign to the vendor the benefit of any claim against a sub-purchaser arising out of such a sale; the buyer shall not sell or otherwise dispose of or deal with the goods or do any act or fail to do any act the intent, purpose or result of which act or omission could affect or defeat the vendor's title to the goods.
5. Any amount not paid by the due date for payment thereof shall bear interest at such rate as shall from time to time be notified by the vendor provided that such rate shall not exceed in the interest rate charged by the vendors banker on overdraft facilities of an amount equivalent to the amount outstanding at the due date for payment thereof.
6. If any amount is not paid by the due date for payment, the vendor or its agents may enter upon the buyer's premises and repossess the goods delivered to and still retained by the buyer on his premises.
7. If the vendor incurs any costs in relation to collection of outstanding amounts the buyer will be responsible to repay to the vendor such costs, as will be advised in writing to the buyer.
8. These conditions may be varied only by written acknowledgement signed by both the vendor and the buyer. These conditions constitute the basis on which the vendor supplies and the buyer accepts the goods.