

**NEW ACCOUNT/CREDIT APPLICATION FORM**

Business Name \_\_\_\_\_  
 \_\_\_\_\_  
 Type of Business \_\_\_\_\_  
 Buyer's name \_\_\_\_\_  
 Trading Address \_\_\_\_\_  
 \_\_\_\_\_  
 Postcode \_\_\_\_\_  
 Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
 Mobile \_\_\_\_\_  
 Number of years \_\_\_\_\_  
 Trading under this name \_\_\_\_\_  
 Email address \_\_\_\_\_

ABN# \_\_\_\_\_  
 Sole Trader  Registered Company   
 Partnership  Please tick one.  
 Name of Registered Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Postcode \_\_\_\_\_  
 Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
 Mobile \_\_\_\_\_

**BANK, BRANCH & ACCOUNT NO.** \_\_\_\_\_

**OWNER'S or DIRECTOR'S INFORMATION**

Name: \_\_\_\_\_  
 DOB: \_\_\_\_\_  
 Home Add: \_\_\_\_\_  
 \_\_\_\_\_  
 Postcode \_\_\_\_\_  
 Phone ( ) \_\_\_\_\_  
 Drivers Licence No. \_\_\_\_\_

Name: \_\_\_\_\_  
 DOB: \_\_\_\_\_  
 Home Add: \_\_\_\_\_  
 \_\_\_\_\_  
 Postcode \_\_\_\_\_  
 Phone ( ) \_\_\_\_\_  
 Drivers Licence No. \_\_\_\_\_

**TRADING REFERENCE**

Please provide the names, addresses and phone numbers of 5 current references

Name	Address	Phone:	Fax:
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

**ACKNOWLEDGEMENT**

I undertake to advise of any change of ownership and  
 I agree to the conditions of sale

Date \_\_\_\_\_  
 For and on Behalf of \_\_\_\_\_  
 Print Name \_\_\_\_\_

Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Company/Secretary/Director \_\_\_\_\_

Delete which is inapplicable

**PERSONAL GUARANTEE** I/We note that the conditions of sales have been explained to us by the Supplier. I/We guarantee payment of any and all accounts for goods purchased by the above Company/business together with any legal personal representatives of the company/business or out of pocket expenses associated with the collection of any outstanding moneys. All goods ever supplied remain the property of the Supplier till paid in full. I/We understand this guarantee binds me personally.

Date \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Company Director \_\_\_\_\_  
 Witness \_\_\_\_\_  
 Print Name \_\_\_\_\_

Date \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Company Director \_\_\_\_\_  
 Witness \_\_\_\_\_  
 Print Name \_\_\_\_\_

For Office use only	Approved	Limit	1 <sup>st</sup> Order	Rep.			
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**\*\*\*\*All Goods ever supplied will remain the property of CCSD until paid in full. \*\*\*\*Please Fax then post hard copy.**

## TERMS AND CONDITIONS OF TRADING

“Seller” of goods means City-Country Sales & Distribution Pty Ltd (CCSD)  
“Customer” means the person/s, firm or company placing an order with CCSD for the supply of goods  
“Goods” means the products under subject of an order placed by “Customer” with CCSD

**1. General:**

These Terms and Conditions shall apply to the exclusions of all others including any Terms and Conditions of the Customer (whether on the Customer’s order form or otherwise). No goods or services shall be supplied by the Seller on any terms or conditions other than those set out herein and by taking delivery of the Goods, the Customer shall be deemed to agree to these Terms and Conditions. For the purposes of these Terms and Conditions, “Seller” shall mean and include the party named and include the party to whom goods and services are sold and/or in whose name an Account is maintained by the Seller.

**2. Payment:**

The Customer agrees to comply with the trading terms of the Seller and payments or services shall be made by the Customer to the Seller fourteen (14) days from the date of the invoice. It is agreed that if the Customer does not make payment within the period specified herein, then the Seller shall have the right to impose a default charge of 0.08% per day to any amount outstanding for more than fourteen (14) days from the date of invoice.

**3. Claims:**

- (i) The Customer shall be deemed to have accepted the goods as being in accordance with its order unless it notifies the Seller, in writing, of its claim within 7 days of receipt of the goods.
- (ii) No return of allegedly defective or faulty goods shall be accepted by the Seller unless the Seller has given prior written authorisation for the return.

**4. Warranty:**

All warranties, whether expressed or implied, and whether statutory or otherwise with regard to the goods supplied by the Seller as to quality, fitness for purpose, or any other matter, are hereby excluded except insofar as any such warranties are incapable of exclusion at law.

**5. Freight Costs:**

The Seller shall not be liable for freight costs on goods returned to it by the Customer.

**6. Costs:**

Should payment remain outstanding beyond the Seller’s payment terms as outlined in Clause 2, the Customer is liable for all costs including legal costs (on a solicitor / own client basis) incurred by the Seller in recovering the amount outstanding.

**7. Change of Ownership:**

The Customer agrees to notify the Seller in writing of any change of ownership of the Customer within 7 days of such change and indemnifies the Seller against any loss or damage incurred by it as a result of the Customer’s failure to notify the Seller of any change.

**8. Cancellation:**

Orders placed with the Seller cannot be cancelled without written approval of the Seller. In the event that the Seller accepts the cancellation of any order placed with it, the Seller shall be entitled to charge a reasonable fee or any work done by or on behalf of the Seller to the date of cancellation including a fee for the processing and acceptance of the Customer’s order and request for cancellation.

**9. Lien:**

The Customer hereby acknowledges that the Seller has lien over all goods in its possession belonging to the Customer to secure payment of any or all amounts outstanding from time to time.

**10. Title of Goods:**

- (i) Notwithstanding anything to the contrary, express or implied, possession of the goods shall remain with the Seller and shall not pass to the Customer until the Seller has received payment in full for the goods and the Customer has discharged in full all its accounts with the Seller.
- (ii) If payment is made by the Customer by way of cheque, ownership shall not pass to the customer until the cheque has been honoured.
- (iii) Until the goods are paid for in full, the Customer shall hold the goods as a Trustee for the Seller.
- (iv) In the event that the Customer fails to pay the Seller for the goods by due date required for payment under the Seller’s terms of trade, the Customer (without prejudice to the Seller’s rights as an unpaid Seller or any of its other rights and remedies to retake possession of the Seller’s goods from the Purchaser) hereby agrees to deliver up the goods to the Seller upon demand by the Seller and consents to the Seller retaking possession of the goods which remain unpaid.
- (v) The parties acknowledge that by supplying or accepting goods on the terms herein specified, it is not intended to create a charge, mortgage or other security interest over any of the goods supplied.

**11. Power to sell Goods:**

Nothing herein contained shall prevent the Customer from selling the goods to any third party provided that the proceeds of any such sale shall be held in trust by the Customer for the Seller until the Seller has received payment in full for the goods.

**12. Certificate:**

A Certificate signed by an officer of the Seller will be prima facie evidence of the Customer’s liability to the Seller at the date of the Certificate.

**13. Jurisdiction:**

The proper law of all contracts arising between the Seller and the Customer is the law of the State of New South Wales and the parties agree that all claims and disputes relating to the goods sold shall be determined in the Court of competent jurisdiction nearest Sydney.

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