

CONFIDENTIAL

APPLICATION FOR CREDIT FACILITIES

Including

TERMS AND CONDITIONS OF TRADE

With

INSCRIBE AUSTRALIA PTY LTD

APPLICATION FOR COMMERCIAL CREDIT ACCOUNT

Business Name/Company Name _____

ABN Number _____

*(Hereinafter known as applicant), applies to Inscribe Australia Pty Ltd Pty Ltd for a commercial credit account.
In support of this application, I/We supply the following information known by applicant to be true and correct.*

Date Business Commenced _____

Period under current management ____ Yrs __ Mths

Registered Address _____

Post code _____

Tel () _____ Fax () _____

Email _____

Estimated Monthly Purchases \$ _____

Credit limit applied for \$ _____

Delivery Address _____

Postal Address _____

Contact for account queries _____

Email _____

Bank _____

Branch _____

TRADE REFERENCES: (Inc previous supplier)

1. Name _____

Phone _____

Address _____

Fax _____

2. Name _____

Phone _____

Address _____

Fax _____

3. Name _____

Phone _____

Address _____

Fax _____

Director/Partners – Name and Addresses:

Name _____

D.O.B _____

Address _____

Name _____

D.O.B _____

Address _____

Applicant confirms they have read, understand and accept Inscribe Australia Pty Ltd terms and conditions of trading and agree to be bound by them.

Signature _____ Name _____ Title _____

Signature _____ Name _____ Title _____

Date _____ Witness _____

(If company, give full title and authority of person signing.
(If partnership, all partner to sign. (Use separate sheets where necessary)
(If more then two directors/Partners required to sign please complete separate form)

Office Use Only: Approved/Declined _____ Date _____ Credit Limit _____

TERMS AND CONDITIONS OF TRADING

- A. Payment is due on or before the 30th day of the month after the issue date of the relevant invoice.
- B. Should there be any default in the above payment terms, all monies owing by applicant to *Inscribe Australia Pty Ltd* shall become immediately due and payable
- C. *Inscribe Australia Pty Ltd* reserves the right to charge interest at 5% p.a .on all monies over 120 days
- D. All expenses, costs or disbursements incurred in recovering or attempting to recover any outstanding monies including debt collection fee and solicitors cost will be paid by applicant.
- E. *Inscribe Australia Pty Ltd* reserves the right to withhold the supply of goods and services at any time without notice to applicant. Applicant will advise *Inscribe Australia Pty Ltd* of all material changes in name and or financial status, which may result in the need to complete an additional application for commercial credit.
- F. If this application is approved, a fixed credit limit will be determined by *Inscribe Australia Pty Ltd*. Should the account exceed this limit, *Inscribe Australia Pty Ltd* reserves the right to withhold the supply of goods and services without notice.
- G. Unless otherwise specified in writing by *Inscribe Australia Pty Ltd* the applicant shall take delivery of the goods at the applicant's nominated delivery address. The risk in respect of the goods, other than actual damage caused by *Inscribe Australia Pty Ltd* shall pass to the applicant upon such delivery.
- H. If applicant is a trustee, the directors warrant that they have the authority and power to enter into this agreement and personally guarantee the performance of all of the trust's obligations under this agreement.
- I. Applicant acknowledges that *Inscribe Australia Pty Ltd* is entitled to presume any person purporting to have the authority to bind applicant to a contract in relation to goods and or services from *Inscribe Australia Pty Ltd* has the actual authority they claim.
- J. Prices and other charges and discounts offered are subject to alteration without notice. Should an order be received by *Inscribe Australia Pty Ltd* requesting supply on non-current pricing terms, *Inscribe Australia Pty Ltd* has the right to amend prices, charges and discounts to reflect prevailing pricing terms.
- K. Any dispute or action in relation to these terms and conditions of trading shall be subject to the absolute jurisdiction of the laws of the state of incorporation of *Inscribe Australia Pty Ltd* and these terms and conditions of trading shall be binding upon applicant, its successors, executor administrators and permitted assigns and shall incur to the benefit of *Inscribe Australia Pty Ltd* its successors and assigns.
- L. The Applicant agrees that all quotations, designs, information, data, specification, drawings, reports or other documents supplied or made available by or at the request of *Inscribe Australia Pty Ltd* are trade secrets of *Inscribe Australia Pty Ltd* and as such are to be treated as commercial in confidence information and are not to be disclosed to any third party by the applicant, its servants, employees agents or sub contractors and the applicant hereby indemnifies *Inscribe Australia Pty Ltd* in respect for any loss or commercial disadvantage incurred as a result of a breach of this condition.

RIGHT TO PRIVACY

The applicant and each guarantor hereby acknowledge that their statutory rights to privacy have been drawn to their attention. They acknowledge and hereby consent to *Inscribe Australia Pty Ltd* participation in any or all of the following practices in their assessment, acceptance, marketing, management and collection of monies payable or goods recoverable under transactions contemplated between the applicant and *Inscribe Australia Pty Ltd*.

Inscribe Australia Pty Ltd may seek from or (subject to limitations imposed by legislation) may disclose to credit reporting agencies or other credit providers information in respect of the commercial or, subject to the provisions of the relevant legislation; consumer credit activity or background of the applicant or any of the guarantor or any information concerning the conduct of the applicant and any of the guarantors in discharging their obligations to *Inscribe Australia Pty Ltd*.

Inscribe Australia Pty Ltd may seek financial information in respect of the applicant from the applicant's accountants and may use information provided herein or seek information from credit reporting agencies or other credit providers for the purposes of collecting overdue payments or for recovering equipment.