



## Credit Application

All Choice Seedlings accounts are on 30 day terms. You are applying for an account of 30 days terms.

Fax application to: 02 4651 1799 or post to 25a Terry Rd, Theresa Park, NSW 2570

APPLICANT'S GRANTOR'S TRADING NAME:.....

REGISTERED BUSINESS NAME AND NUMBER:.....

ACN:.....ABN:.....

NATURE OF BUSINESS:.....

DELIVERY ADDRESS:.....

.....STATE:.....P/CODE:.....

POSTAL ADDRESS:.....

.....STATE:.....P/CODE:.....

BUS TEL:.....MOBILE:.....FAX:.....

EMAIL ADDRESS:.....

DESCRIPTION OF GOODS.....

.....

PERIOD OF CURRENT OWNERSHIP OF BUSINESS/COMPANY .....YEARS .....MONTHS

IS BUSINESS ENCUMBERED:..... IF SO, GIVE DETAILS:.....

BANK AND BRANCH:.....

**TRADE REFERENCES (Only required if Applicant/Grantor requires Credit)**

COMPANY	TEL NO.	FAX NO.	AVERAGE MONTHLY PURCHASES	PAYMENT TERMS
1.....				
2.....				
3.....				

Details of Partners (if Partnership) or Details of Directors (if Proprietary Company)

1. Full Name:..... 2. Full Name .....

Home Address:..... Home Address:.....

Birth Date: ..... Birth Date: .....

Home Phone: ..... Home Phone:.....

Driver's Licence# ..... Driver's Licence #.....

I/We have read and agree to be bound by the attached TERMS & CONDITIONS OF TRADE of Choice Seedlings Pty Ltd.

Signature:.....Signature:.....

Name:..... Name:.....

Capacity:..... Capacity:.....

Date:..... Date:.....

I / We Guarantee the Performance by the Applicant/ Grantor these Trading Terms and guarantee payment of all debts incurred.

Signed As Guarantor .....

By.....(Please Print Name Clearly)

Title..... Date ..... Signature .....

Signed As Guarantor .....

By ..... (Please Print Name Clearly)

Title:..... Date .....Signature .....

Special Delivery Instructions (if applicable):.....

Freight Charge; if applicable (office use only).....

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## **TERMS AND CONDITIONS OF TRADE**

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Choice Seedlings Pty Ltd - will supply goods to you only on the following terms and conditions unless we agree, in writing, to vary these terms and conditions.

**1. PAYMENT**

- ACCOUNTS WITH NO CREDIT FACILITIES - PAYMENT REQUIRED BEFORE DELIVERY
  
- ACCOUNTS WITH THE LINE OF CREDIT FACILITY:

All invoices are due and payable 30 Days from the invoice date  
Should you fail to pay your invoices by the due date then:

- (a) we will charge interest on any overdue invoice at the rate of 10%p.a:
- (b) you must pay all our costs and expenses (including legal costs determined as between solicitor/own client and mercantile agent fees), which may be incurred in the recovery or attempted recovery of the overdue amounts from you.

**2. ACCOUNTS WITH LINE OF CREDIT (if applicable)**

If we agree to provide you with credit, it is subject to the following:

- (a) You warrant that all information given to us is true and correct.
- (b) You agree to notify us within seven (7) days of any change affecting your legal entity, structure, management or control.
- (c) You agree that our Terms and Conditions of sale as in force from time to time apply to the supply of goods by us to you to the exclusion of all other terms and conditions of sale or purchase and that any variation must be agreed by us in writing.
- (d) You acknowledge that we may:
  - (i) refuse your application for credit facilities;
  - (ii) withdraw or vary credit facilities at our absolute discretion without prior notice;
  - (iii) withhold supply irrespective of whether an order has been accepted or not if for any reason we determine in our absolute discretion that no further credit is to be extended by us.
- (e) You consent and agree that we may:
  - (i) obtain a credit report from credit reporting agencies or other credit providers for the purpose of assessing this and any other application which you may make for commercial credit;
  - (ii) obtain information from any other credit providers from time to time for the purpose of reviewing and assessing your commercial credit worthiness;
  - (iii) disclose or discuss with any credit providers or any credit reporting agencies, any prospective guarantor and any person or body agreeing or considering whether to agree to be liable for any credit to be made available to you, any information maintained or in your possession relating to your application and the administration of our credit facilities.
- (f) We acknowledge that the consents referred to in paragraphs 2(a) to (c) above will continue to remain in full force and effect until all credit facilities cease to be made available to you by us.
- (g) The signatory warrants that where there is more than one Applicant/ Grantor, or the Applicant/ Grantor is a corporation that he or she is authorised to sign on behalf of all Applicants/ Grantors or the corporation as appropriate.

- (h) The guarantors agree to perform the obligations pursuant to this Agreement should the Applicant/ Grantor default.

4. **PRICES AND DELIVERY**

Our prices are subject to change without notice. GST at the prevailing rate at the date of invoice will be included in the amount due and payable on the invoice. We state on the face of the invoice whether or not the prices shown on the invoice are inclusive or exclusive of such tax or any other statutory charges. If we say that the price is exclusive of tax then you must pay the price plus GST. Whilst we shall use all reasonable endeavors to comply with your particular delivery requirements and order specifications, you will not be entitled to cancel the whole or part of your order to claim compensation by reason of our failure to comply with your delivery requirements or minor variations to the goods as a result of changes to the manufacturing process or specifications.

5. **RESERVATION OF TITLE**

You acknowledge that the ownership of goods delivered by us to you ("the goods") is only transferred to you when have paid all sums owing to us on any account whatsoever under this Agreement and until such time we have the right to call for or recover the goods at our option (for which purpose our employees for agents may enter your premises) and you are obliged to deliver up the goods if so directed by us , in accordance with the enforcement procedures outlined in Chapter 4 of the *Personal Properties Security Act 2009* (Cth) or any applicable legislation from time to time.

6. **REGISTRATION OF SECURITY INTEREST**

You acknowledge that we may register, at our discretion our interests in the goods as a Security Interest and such registration fees will be payable by you. We will provide a copy of the Verification Statement once the Security Interest has been registered.

7. **RISK**

Notwithstanding the provisions of Clause 5 of these Terms and Conditions, you will accept all risk of loss and damage to the goods, whether caused by you, your assigns, agents or employees or not, following delivery of goods.

8. **RETURN OF THE GOODS**

We will not accept returns for credit without prior authorisation. Any goods which you return for credit will only be accepted if they are in the original packaging, in pristine order and condition and accompanied by documentation showing:

- your name, address and account number
- our invoice number
- sufficient reason/s for return
- our authorisation number

If we authorise the return of goods, our nominated carrier at normal rates must be used by you to carry the goods. You are responsible for the costs of returning the goods.

9. **CLAIMS**

Any claims by your for short delivery must be made within 48 hours from the date of delivery.

Any other claims for adjustments to any invoice for any reason whatsoever must be made in writing.

A \$10 charge will be added to your account if a Proof Of Delivery is required for any delivery made after

10. **CLERICAL ERRORS**

We reserve the right to correct any clerical errors without notification and will not be liable for any consequential loss suffered as a result of these errors.

**11. LEGISLATION**

This Agreement is governed by the *Personal Property Securities Act 2009* (Cth) as amended from time to time. Any capitalised words used in this Agreement but not defined herein shall take on the meaning of such defined words in the Act and if not defined in the Act, then its ordinary meaning.

Direct debit details:

Upon failure to settle accounts please include credit card details. Accounts will be settled via credit card if no payment is received within 45 days.

Card in name of: .....

Credit Card Type: (please circle) Mastercard    Visa    Cheque    Savings

Card Number:.....

Expiry date: \_\_\_\_ / \_\_\_\_

- If this application for credit is approved, I /We undertake to settle all accounts within 45 days as per your terms.

\_\_\_\_\_  
\_\_\_\_\_

Signature(s) of applicants

Name and title of signatory

Date

**Payment Options:**    Credit Card Payment  
                                  Cheque  
                                  Internet Banking