

ELEGANTER AUSTRALIA PTY LTD

New Account / Credit Application

Applications form has to be fully completed and sent back to us before we can setup a 30 days account for you.

Eleganter Australia Pty Ltd
19 Randall Street,
Slacks Creek, Qld 4127
Australia

Ph: (07) 3808 8812
Fax: (07) 3808 8302
Email: sales@eleganter.com.au
Website: www.eleganter.com.au

Full Name of Applicant (here in after called "The Applicant")		Phone No ()
		Fax No ()
		Mobile No
Trading Name & Address Postcode		Email
		Website
		No. of years trading under present ownership
BUSINESS TYPE <i>(please tick one)</i> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust		
Company/Trust Name		ABN No.
Registered Company Address <i>(if different from above)</i>		
Bank	Branch	Account No.
OWNERS / DIRECTORS / GUARANTORS		
Name		Name
Owners <input type="checkbox"/> Director <input type="checkbox"/> <i>(tick which ever box is applicable)</i>		Owners <input type="checkbox"/> Director <input type="checkbox"/> <i>(tick which ever box is applicable)</i>
Private Address Postcode		Private Address Postcode
Home Phone No. ()		Home Phone No. ()
Drivers License No		Drivers License No
Any Special instructions <i>(please advise if delivery, account address, etc, is different from above)</i>		
Applicants current TRADE REFERENCES (please circle whether Phone or Fax No.)		
Name	Address	Phone or Fax No.
1 _____	_____	Ph / Fax () _____
2 _____	_____	Ph / Fax () _____
3 _____	_____	Ph / Fax () _____

ACKNOWLEDGMENT BY THE APPLICANT

The Applicant hereby applies for a credit account with the Supplier and the Applicant acknowledges that he/she/it has read and fully understands paragraphs 1 to 4 and the Notice pursuant to Section 18(e) Privacy Act being the Supplier's Terms and Conditions of Trading (hereinafter referred to as ("the Suppliers Trading Terms") The Applicant consents to the information contained in this application and concerning the credit account being used for reference and/or credit reporting from time to time.

Full Names (print).....

Signature of Applicant.....

Capacity of Signatory

Date

IMPORTANT PRIVACY NOTICE – SEE OVER

FOR TRADING AND CONDITIONS PLEASE SEE OVER

PERSONAL GUARANTEE

I/We acknowledge that I/we have read and understand paragraphs 1 to 4 and the Notice pursuant to Section 18(e) Privacy Act being the Supplier's Trading Terms contained on the back of this application form. In consideration of the Supplier providing credit to the Applicant, I/We hereby personally jointly and severally guarantee the payment of all monies outstanding from time to time Supplier for the sale of the Goods to the Applicant and also the due and full compliance by the Applicant of the said Supplier's Trading Terms. Further we personally jointly and severally agree to indemnify the Supplier and understand any overdue invoices will be transferred to Marshall Freeman's commercial debt recovery team and an additional 20% collection charge will be added to the outstanding invoice amount arising out of the Applicant's failure to comply with the Supplier's Terms of Trading. We also agree that the granting by the Supplier to the Applicant of additional time to comply with the Terms and Conditions of Trading or any other indulgence shall not affect our liability under this guarantee.

Full names and addresses of Guarantors (must be owner Director, Partner or Trustee)

1

of

2

of

Signature of Guarantors 1

2

Capacity of Signatory

Date.....

TERMS AND CONDITIONS OF TRADING

("The Supplier's Trading Terms")

IMPORTANT NOTICE TO THE APPLICANT FOR CREDIT (PART IIIA) Privacy Act 1998

Please read carefully

The Supplier may give information about you to a credit reporting agency, but only limited kinds of information allowed by the Privacy Act. This includes: - Identity Details – this only includes your name, sex, date of birth, current known address, two immediately previous addresses, your current or last known employer, your driver's licence number, the fact that you have applied for credit and the amount, the fact that the Supplier is a credit provider to you, payments overdue for at least 60 days which the Supplier that you have committed a serious credit infringement and when the credit provided to you has been discharged.

By its execution hereof the Applicant consents to the limited information set herein being provided as specified.

1. PROPERTY IN AND DELIVERY OF GOODS

- (a) The Goods supplied by the Supplier to the Applicant shall be at the Applicant's risk immediately on delivery to the Applicant or immediately on delivery as directed by the Applicant or immediately on collection by the Applicant's transport contractor as the case may be.
- (b) Notwithstanding that the risk of loss or damage to the Goods passes to the Applicant in accordance with the previous sub-paragraph (a), property in and ownership of the Goods shall not pass to the Applicant until payment in full for the Goods shall have been received by the Supplier.
- (c) Until payment in full of the invoiced cost of the Goods shall have been received by the Supplier, the Applicant shall hold the Goods on a fiduciary basis as a bailee only for the Supplier and the Applicant shall (at its own expense) keep the Goods properly and safely stored separately from any other goods and stock of the Applicant and any other third party and in such a way as the Goods shall be readily identified as the Goods of the Supplier and the Applicant shall not subject to sub-clause section d (i), pledge, mortgage, charge or part with the Goods or attempt to do so without the prior written consent of the Supplier.
- (d)
 - (i) Notwithstanding that the property in the Goods has not passed to the Applicant, the Applicant may resell the Goods or any part thereof in the name of the Applicant but only as agent for the Supplier and may deliver any such Goods to the buyer of them but only on terms which will not prejudice the Supplier's ability to obtain the sale proceeds thereof.
 - (ii) Any amount paid by the buyer of such Goods from time to time to the Applicant (hereinafter referred to as "the sale proceeds") shall be held by the Applicant in trust for the Vendor, banked in a separate bank account relating only to the sale proceeds of the Goods of the Supplier under this and/or other contracts between the Supplier and Applicant shall be forwarded as soon as possible after receipt to the Supplier.
 - (iii) If and when the full amount of the price of the Goods has been received by the Supplier, any further part of the price received by the Applicant upon any resale by it of the Goods may be retained by the Applicant as its commission for effecting such sale as agent for the Supplier.
- (e) An act of default of this contract shall be deemed to occur in the event of any of the following (and any of the acts described in sub-para (e), (i) to (iv) below are herein collectively referred to as an "Act of Default").
 - (i) the Applicant failing to make payment in full of the invoiced cost of the Goods within 30 days from the date of invoice.
 - (ii) the Applicant, if required herein, failing to insure the Goods from the date of delivery thereof by the Supplier and to provide evidence of such insurance to the Supplier,
 - (iii) any distress or execution being levied upon the Applicant's Goods or property,
 - (iv) the Applicant, being a company, becoming unable to pay its debts as they fall due, offering to enter into any scheme of arrangement with its creditors, the passing by the Board of Directors of the Applicant of any resolution to wind up the Applicant, the filing of any petition to wind up the Applicant or the appointment of an administrator or receiver/manager in respect of the Applicant's affairs, the Applicant, in the case of a natural person, being declared bankrupt,
 - (v) immediately upon the Applicant committing any Act of Default any right to sell the Goods in which the title to property remains vested in the Supplier shall cease forthwith and the Applicant shall upon the happening of any Act of Default immediately place all of the Goods then remaining in its possession or under its control at the disposal of the Supplier and the Supplier is hereby irrevocably authorised by the Applicant to nominate a person to enter the Applicant's premises during normal business hours for the purpose of repossessing such of the Goods still in the possession or under the control of the Applicant and where necessary to use no more than reasonable force to liberate and take possession of the Goods. Where the Goods are stored in a warehouse conducted by a person other than the Applicant immediately upon committing any Act of Default, the Applicant shall be deemed to have irrevocably appointed the Supplier the attorney of the Applicant with the authority in the name of the Applicant to direct the warehouseman to release any of the Supplier's Goods in the possession or under the control of the warehouseman whether or not the Payment Period has expired and the Supplier shall be at liberty to resell the Goods after repossession of the same pursuant to this clause.
- (f) Until the full amount of the price of the Goods due to the Supplier is received by the Supplier the Applicant:
 - (i) shall maintain and keep full and up to date records of the Goods supplied by the Supplier including those Goods on-sold by the Applicant,
 - (ii) hereby irrevocably authorises the Supplier to enter its premises during normal business hours from time to time to inspect the residue of the Goods remaining unsold by the Applicant, the Applicant's records relating to the Goods and also to inspect the accounts including bank accounts into which the proceeds of sale of that part of the goods already sold are by this clause required to be deposited pending payment to the Supplier.

2. RETURNS AND CREDIT

Any Goods purchased by the Applicant from the Supplier may only be returned to the Supplier where notification of the proposed return of the Goods is Received within seven (7) days of the date of delivery of the Goods to the Applicant and the Supplier has agreed in writing to accept the return of the Goods and the Goods are returned in good condition at the expense of the Applicant.

3. MISCELLANEOUS PROVISIONS

- (a) It is expressly agreed that any action, suit, dispute or proceedings arising from or in connection with the sale of goods pursuant to this Agreement or any matter between the parties hereto may be instituted, heard and determined in a court of competent jurisdiction in the State of New South Wales.
 - (i) or of such other State of Australia nominated in writing by the Supplier and each party irrevocably submits to the jurisdiction of such court for the purpose of any such dispute, action, suit or proceedings.
- (b) The Applicant hereby irrevocably authorises (i) the Supplier from time to time, in order to assess any application for credit, to obtain any information about the Applicant from any credit provider named in this application and also Eleganter Australia, (ii) to obtain a credit report in respect of the Applicant from any credit agency and (iii) to provide any information contained on this credit application form and also details of the performance of the Applicant in compliance with the trading terms and conditions herein to other credit providers, credit agencies and the Eleganter Australia.
- (c) The Applicant further authorises the latter company to make such information available to other credit providers.
- (d) Freight and transport costs from the Supplier's nominated warehouse and in-transit insurance incurred in respect of the Goods are at the cost and liability of the Applicant and are not included in the invoiced price of the Goods.
- (e) The word "Goods" shall be deemed to refer to any goods obtained by the Applicant from the Supplier from time to time pursuant to this Agreement.
- (f) The Applicant shall be liable for and shall promptly pay to the Supplier:
 - (i) any legal costs incurred by the Supplier on a solicitor/client basis
 - (ii) any court, bailiff costs and services fees incurred by the Supplier
 - (iii) any fees paid to a debt collector in respect of any action or court proceedings taken by or on behalf of the Supplier for the recovery of any monies due by the Applicant to the Supplier pursuant to this Agreement.
- (g) Eleganter Australia reserves the right to report a Client's delinquent account to a credit reporting agency should payment remain outstanding for more than 60 days. In addition Eleganter Australia may refer the outstanding account for debt collection or issue legal proceedings to recover any outstanding invoices. Should an account be referred for debt collection the Client acknowledges and agrees to pay debt collection charges to be calculated at not less than 20% plus GST and will be incurred on the day Eleganter Australia refers the matter to its nominated debt collection agency. The client shall also be liable for interest and all legal recovery costs associated with such action on a solicitor and own client or indemnity cost basis.
- (h) Service of any notice or document pursuant to this Agreement may be affected in any manner prescribed by Section 170 Conveyancing Act 1919 as amended (New South Wales) or any section or provision in substitution therefore.
- (i) The Supplier reserves the right to terminate this Credit Agreement at any time immediately upon service upon the Applicant of written notice of termination without providing any reason therefore.

4. RIGHT TO AMEND TERMS AND CONDITIONS

Eleganter Australia reserves the right to amend terms and conditions of this agreement by giving the Client notice in writing of the amended terms and conditions to the Client's address as specified on the face of this agreement or as notified by the Client from time to time. The Client is deemed to accept any amended Terms and Condition unless it notifies the Company in writing within seven days of its objection to the proposed amendment to the Terms and Conditions.