



## APPLICATION FOR COMMERCIAL CREDIT ACCOUNT

Please fax/email this document back to RMS Components Pty Ltd ABN 33 612 348 142  
 Fax 07 3390 3329 / Email: accounts@rmscomponents.com.au

### Part A

#### 1. CUSTOMER DETAILS:

Trading Name:	
What is the Applicants Business Structure:	Tick One of the following and complete the corresponding information:
	<input type="checkbox"/> Company      ACN
	<input type="checkbox"/> Trust              Name of Trust
	<input type="checkbox"/> Trust              Name of Trustee
	<input type="checkbox"/> Sole Trader
<input type="checkbox"/> Partnership	

Postal Address:			
Delivery Address:			
ACN:	ABN:	Ph.	Fx.
Contact Name for Accounts:			Ph.
Email Address for Accounts:			
Contact Name for Purchasing:			Ph.
Email Address for Purchasing:			

#### 2. DIRECTORS/GUARANTORS DETAILS: Must be completed if customer is a company or trustee of a trust (if insufficient space, please send list on separate sheet)

Name 1:	Ph.
Address 1:	
Name 2:	Ph.
Address 2	
Name 3	Ph.
Address 3	

3. **Have any of the Directors or the Guarantors or their immediate family members ever been:**  
 (a) **Declared bankrupt? YES / NO** (Please circle);  
 (b) **Been the Director or Shareholder of a Company that has been wound up because of insolvency? YES/NO** (Please circle)

#### 4. CREDIT LIMIT

Please specify the credit limit requested (Please circle): **\$500 / \$1,000 / \$ 5,000 / \$20,000 / Other:** \_\_\_\_\_

#### 5. CREDIT INFORMATION:

The Customer and the Guarantors irrevocably authorises RMS Components Pty Ltd ABN 33 612 348 142 ("RMS"), its servants & agents to make such enquiries as they deem necessary to investigate the credit worthiness of the Customer and the Guarantors from time to time, including the making of enquiries with persons nominated as trade references, the bankers of the Customer and the Guarantors any credit provider or Credit Reporting Agency and including personal credit and consumer credit information ("the Information Sources"). The Customer and the Guarantors hereby authorise the Information Sources to disclose to RMS such information concerning the Customer and the Guarantors which is within their possession. The Customer and the Guarantors agree that the information provided on their Credit Application and any relevant trading information arising from any dealings between the Customer, the Guarantors & RMS may be disclosed to a Credit Reporting Agency or any other interested person.



## PART B

# TERMS AND CONDITIONS

### 1. DEFINITIONS

In these Terms and Conditions:

"Agreement" means the contract created by the acceptance of the Purchase Order by the Company and is made up of these Terms and Conditions, the Purchase Order and the Invoice.

"Application" means this application for Commercial Credit Account which comprises both Parts A and B.

"Company" means RMS COMPONENTS PTY LTD ABN 33 612 348 142

"Customer" means the Customer named and identified in the Item 1 of Part A.

"Due Date" means the date by which an Invoice is due to be paid, which is the last day of the month following the month in which the Invoice was issued.

"Financing Statement" has the same meaning as ascribed to it in the PPSA.

"Goods" means the goods sold and supplied by the Company to the Customer pursuant to these Terms and Conditions and identified in the Invoice.

"GST" means Goods and Services Tax.

"Invoice" means the Tax Invoice in Duplicate, delivered to the Customer with the Goods.

"Non Standard Goods" means Goods that are not part of the Company's standard range of Goods available for immediate sale without modifications or customisation.

"PPSA" means the Personal Property Securities Act 2009 (CTH) and any amendments to it or any replacement or successor provisions, Laws on legislation of any kind.

"PPSR" means the Personal Property Securities Register created pursuant to the PPSA.

"Purchase Order" means an order issued by the Customer to the Company for the supply of Goods pursuant to the Terms and Conditions.

"Representative" means a person who holds themselves out to represent either the Company or the Customer for the purpose of delivery or acceptance of the Goods;

"Security" means security created pursuant to the PPSA.

"Security Agreement" means a Security Agreement as described in and contemplated by the PPSA.

"Security Interest" has the same meaning as ascribed to it in the PPSA.

"Subsequent Goods" means goods and equipment which the Goods have been installed in or used in the manufacture of.

### 2. GENERAL

These Terms and Conditions apply to all sales of Goods supplied by the Company to the Customer.

Any Purchase Order received by the Company is deemed to be an order incorporating these Terms and Conditions and no variation or cancellation of any of these Terms and Conditions shall be binding on the Company unless agreed to by the Company in writing.

Each Purchase Order placed by the Customer shall be deemed to be a representation by the Customer, made at that time, that it is solvent and able to pay all of its debts as and when they fall due.

### 3. ACCEPTANCE

Any quotation given by the Company is not to be construed as an offer or obligation to sell. The Company reserves the right, at its option, to accept or reject any Purchase Orders received.

### 4. PRICES

The prices charged by the Company for all goods supplied to the Customer will be the price applicable at the time as determined by the Company. Prices may change at any time without notice being given to you. Verbal quotations are subject to written confirmation which will be given when requested. All goods are sold and all prices are quoted FOB ex-works the Company unless otherwise specified.

Unless expressly noted, all prices charged/quoted are exclusive of GST. GST or any equivalent will be as separately itemised on Invoices and will be payable by the Customer in addition to the purchase price.

### 5. CANCELLATION OR VARIATION

An Agreement to supply Goods may, at the Company's option, be terminated in the event of insolvency of the Customer or the Customer being placed in liquidation, whether voluntarily or otherwise.

A Customer may only vary a Purchase Order if such variation is accepted by the Company on such terms as the Company may agree to, Provided that in every instance the provision of an indemnity against any loss or damages shall be an implied term.

Cancellations of Purchase Orders may attract a cancellation fee and must be made at least 30 days prior to the due delivery date stipulated by the Company. No cancellation will be accepted on Non-Standard Goods.

Re-schedules of Purchase Orders must occur at least 30 days prior to the due delivery date stipulated by the Company and any item may be deferred only once, up to a maximum of 90 days from the original delivery date stipulated by the Company.

### 6. PACKING

Unless otherwise indicated, prices include standard cases or packing suitable for transportation to the Customer's premises or nominated destination.

### 7. DELIVERY

Unless otherwise stated in writing the price quoted is ex the Company's store where stocked. Where delivery is requested beyond this point the Company may, at its discretion, agree to act as agent for the Customer in this matter and all costs for cartage and insurance will be payable by the Customer in addition to the purchase price.

### 8. TERMS OF PAYMENT

Invoices must be paid by the Due Date. The Company reserves the right to deliver and issue an Invoice for any item or items comprising the whole or part of any order. Failure of the Company to deliver any part of an order shall not entitle the Customer to repudiate the Agreement.

### 9. CLAIMS

The following conditions relating to the return of Goods for credit apply to all goods returned for this purpose.

9.1 Goods returned must be accompanied by a Delivery Docket stating the original Invoice number, returned material authorised number, date of purchase and reason for return.

9.2 Non-standard Goods made to special order cannot be credited under any circumstances.

9.3 Inward freight packing and delivery charges are the responsibility of the Customer.

9.4 Goods will only be accepted for credit to the extent that they were wrongly or over-supplied.

9.5 All returns must be in good order and condition, unused and in original packaging.

No claims by the Customer will be accepted by the Company unless made in writing within fourteen days after delivery of the Goods to the Customer. No claim for damage or resultant expense direct or indirect in respect of any Goods shall in any case exceed the Invoice price of the Goods. All damage or expense over and above such Invoice price shall be the responsibility of the Customer.

#### 10. CONDITIONS AND WARRANTIES – LIMITATION OF LIABILITY

The only warranty supplied in respect of the Goods is the warranty supplied by the actual manufacturer of the Goods. The actual manufacturer's warranty is in addition to any rights available to consumers under the Competition and Consumer Act 2010 (Cmth) As Amended and or similar State or Territory legislation ("Statutory Provisions"). Nothing contained herein shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application of all or any of the Statutory Provisions which by law cannot be excluded, restricted or modified.

Except as required by the Statutory Provisions, all express or implied warranties and conditions are excluded to the maximum extent permitted by law. Without limiting the foregoing, the Company does not warrant that the Goods are fit or suitable for any purpose or that the Goods are of merchantable quality.

Any information supplied by the Company regarding Restrictions on Hazardous Substances (RoHS) and/or lead-free status has been supplied in good faith on the basis of information, statements, assumptions and representations made by third parties and accordingly the Company does not warrant or represent that the information is accurate or complete.

Except as required by the Statutory Provisions, the Company shall not be liable for any direct, indirect or consequential loss or damage howsoever arising from the supply of the Goods.

#### 11. RETENTION OF TITLE AND SECURITY INTEREST

- 11.1 Title and ownership of any Goods sold on credit to the Customer shall not pass to the Customer until payment of the full purchase price is made. If Goods have been provided to the Customer on credit, the Customer shall act as the Company's Agent and Bailee in relation to those Goods until they are paid for in full.
- 11.2 If any payment is not received by the Company by the Due Date, the Customer authorises the Company or the Company's nominees to enter upon any premises in the Customers possession or under the Customers control to re-take possession of any of the Goods that has not been paid for in full, at any time during ordinary business hours and to keep and re-sell any such Goods that the Company may re-possess. If the unpaid for Goods are re-sold by the Customer or have been incorporated into Subsequent Goods and those Subsequent Goods are sold, the Customer shall hold the proceeds from the sale of such Goods or Subsequent Goods as the beneficial property of the Company and the Customer shall pay such amount to the Company upon demand.
- 11.3 Goods supplied by the Company to the Customer will be described in the Invoice.
- 11.4 A Representative of the Customer will be required to sign an acknowledgement of receipt of the Goods upon their delivery.
- 11.5 The Company is entitled to accept that any person who signs the acknowledgement of receipt of the Goods on the Customer's behalf is duly authorised by the Customer to do so.
- 11.6 Upon the Customer's taking possession of the Goods which has been provided to the Customer on credit, the Customer acknowledges that:-
- (a) The Customer takes rights in the Goods for the purposes of the PPSA;
  - (b) The Company takes Security over the Goods, any Subsequent Goods and the proceeds of sale of the Goods or Subsequent Goods; and
  - (c) The Company has given value for that Security by agreeing to sell the Goods to the Customer.
- 11.7 These terms and conditions constitute a Security Agreement for the purposes of the PPSA and the Goods and any Subsequent Goods which are the subject of the Security referred to in Clause 11.6(b) are covered by this Security Agreement.
- 11.8 The Company will register a Financing Statement with the PPSR in order to perfect the Company's Security Interest.
- 11.9 The Customer must do anything which the Company requires of the Customer for the purposes of:-
- (a) ensuring the Company's Security Interest is enforceable, perfected and otherwise effective under the PPSA;
  - (b) enabling the Company to gain first priority (or any other priority agreed to by Us in writing) for the Company's Security Interest; and
  - (c) enabling the Company to exercise rights in connection with the Security Interest.
- 11.10 The Company may recover from the Customer the cost of doing anything under this clause.
- 11.11 The Company's rights under this clause are in addition to all of the Company's other rights.
- 11.12 The Customer waives the Customer's rights to receive a verification statement in relation to registration of the Company's security.
- 11.13 To the maximum extent permitting by law the Customer agrees that the following sections of the PPSA have been contracted out of:-
- (a) Section 95;
  - (b) Section 96;
  - (c) Section 121(4);
  - (d) Section 125;
  - (e) Section 129(2) & (3);
  - (f) Section 130;
  - (g) Section 132;
  - (h) Section 134(2);
  - (i) Section 135;
  - (j) Section 142; and
  - (k) Section 143.
- 11.14 The following provisions of the PPSA confer rights on the Company:
- (a) Section 123;
  - (b) Section 126; and
  - (c) Section 134(1).

The Customer agrees that in addition to these rights the Company shall, if there is default by the Customer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any Goods or Subsequent Goods, not only under these sections but also as additional

and independent rights, under the Security Agreement and The Customers agree that the Company may do so in any manner the Company sees fit, including (in respect of dealing and disposal) by private or public sale, lease or licence.

11.15 Both The Customer and the Company agree not to disclose information of the kind that can be requested under Section 275(1) of the PPSA. The Customer must do everything necessary on the Customer's part to ensure that Section 275(6)(a) of the PPSA continues to apply. The agreement in this subclause is made solely for the purposes of allowing the Company the benefit of Section 275(6)(a) and the Company shall not be liable to pay damages or any other compensation or be subject to injunction if the Company breaches this subclause.

## **12. RISKS**

Risk in the Goods purchased shall, unless otherwise agreed in writing, pass to the Customer upon delivery of the Goods to the Customer or his agent or to a carrier commissioned by the Customer.

## **13. PATENTS**

To the best of the Company's knowledge goods sold to the Customer will not infringe any patent, trade mark, registered design or copyright of any third party but the Company shall in no circumstances be liable to the Customer in respect of any such infringement constituted by the sale or use of the Goods.

## **14. PERFORMANCE AND REPRESENTATION**

Any figures or estimates given for performance of Goods are based upon the Company's experience and are such as the Company would expect to obtain on test. But the Company will only accept liability for failure to obtain the figures or estimates given when such figures or estimates are guaranteed in writing within specified margins.

The Customer acknowledges that neither the Company nor any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in the Agreement whether as to the fitness of the Goods for any particular purpose or any other matter.

## **15. RECOVERY OF COSTS**

The Customer will pay to the Company any costs and expenses incurred by it or its solicitors, legal advisers, mercantile agents and other parties acting on the Company's behalf in respect of anything instituted or being considered against the Customer whether for debt, possession of any Goods or otherwise.

## **16. FORCE MAJEURE**

The Company will not be in default or in breach of any agreement with the Customer which is the result of Force Majeure. Force Majeure means beyond the reasonable control of the Company and includes any strike or lockout either directly or indirectly by any supplier of Goods or services.

## **17. LEGAL CONSTRUCTION**

Except as may be otherwise agreed by the Company, the Agreement shall be governed by the laws of the State of Queensland.

## **18. VARIATION OF TERMS AND CONDITIONS**

The Customer agrees that these Terms and Conditions may be varied, added to or amended by the Company at any time by written notice to the Customer.