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OFFICE USE ONLY

APPLICATION DATE \_\_\_\_\_

APPROVED \_\_\_\_\_

A/C NUMBER \_\_\_\_\_

MEMBER OF AUSTRALIAN GIFT & HOMEWARES ASSOCIATION

## NEW ACCOUNT / CREDIT APPLICATION FORM

TRADING NAME _____		No. of years trading under present ownership _____	
TRADING ADDRESS _____		PHONE No. ( ) _____	
_____		FAX No. ( ) _____	
_____		MOBILE No. _____	
POST CODE _____		SALES EMAIL _____	
BUSINESS TYPE (please circle one)    Sole Proprietor    Partnership    Company    Trust			
Company / Trust Name _____		ABN No. _____	
Registered Company Address (if different from above) _____			
Do you own multiple businesses? YES <input type="checkbox"/> NO <input type="checkbox"/> Further accounts to be opened? YES <input type="checkbox"/> <input type="checkbox"/>			
Do you currently have an existing account with us? YES <input type="checkbox"/> NO <input type="checkbox"/>		Please best describe your business category? Eg: _____	
Newsagent / Pharmacy:etc			
Are you part of: <input type="checkbox"/> CENTRAL BILLING <input type="checkbox"/> BUYING GROUP <input type="checkbox"/> HEAD OFFICE <input type="checkbox"/> OTHER <input type="checkbox"/> Please Specify _____			
Contact ( ) _____ Phone Number ( ) _____			
Accounts Payable Contact Name & Number (if different from owner) _____			
Accounts Payable Email (if different from above) _____			
BANK _____		BRANCH _____	
		ACC. NO. _____	
<b>OWNERS / DIRECTORS INFORMATION</b>			
NAME _____		NAME _____	
PRIVATE ADDRESS _____		PRIVATE ADDRESS _____	
_____		_____	
POST CODE _____		POST CODE _____	
HOME PH: ( ) _____		HOME PH: ( ) _____	
DRIVERS LICENCE NO. _____		DRIVERS LICENCE NO. _____	
<b>TRADING REFERENCES</b>			
NAME	ADDRESS	PHONE NUMBER	
1	_____	( ) _____	
2	_____	( ) _____	
3	_____	( ) _____	
4	_____	( ) _____	
5	_____	( ) _____	

### ACKNOWLEDGMENT AND PERSONAL GUARANTEE

I/We consent to the information in this application being used by way of references and/or credit reporting during the duration of this account and my/our signature(s) acknowledges this understanding. I/We also undertake any change of ownership.

In this agreement/contract I/we acknowledge our understanding of and agree to the trading terms as listed on the back of this form and attached terms and conditions. I/we guarantee payment of any and all accounts for goods purchased by the above entity together with any legal personal representatives of the entity or out of pocket expenses associated with the collection of any outstanding monies. I/we understand this guarantee binds me/us personally.

SURNAME (print) \_\_\_\_\_ FIRST NAME (print) \_\_\_\_\_  
 Must be owner/partner/director/trustee

SURNAME (print) \_\_\_\_\_ FIRST NAME (print) \_\_\_\_\_  
 Must be owner/partner/director/trustee

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF WITNESS \_\_\_\_\_ DATE \_\_\_\_\_

### REP/OFFICE ONLY

REP# \_\_\_\_\_ TER# \_\_\_\_\_

REBATE \_\_\_\_\_ DIS-SET \_\_\_\_\_

PLEASE SEE OVER



## TERMS AND CONDITIONS

ACCOUNTS - STRICTLY 30 DAYS FROM DATE OF INVOICE  
SETTLEMENT DISCOUNT FOR PAYMENTS IN 7 DAYS on application

PLEASE ENSURE YOU READ THIS CAREFULLY AS YOUR SIGNATURE ON THE FRONT PAGE RELATES TO THIS INFORMATION

### 1. Introduction

- a) In these conditions "the Seller" shall mean Gibson Importing Co (Aust) Pty. Ltd. "The Buyer" shall mean the person, firm or company purchasing "the Goods", materials or services that is the subject of the Contract between the Seller and the Buyer.
- b) All Contracts of sale of Goods incorporate these conditions so far as such conditions are not varied by any special terms or conditions agreed in writing between the parties. Any terms and conditions of the Buyer, which are inconsistent with these conditions, shall have no effect. Any variation of the Contract will become binding only if confirmed in writing by the Seller.

### 2. Orders

- a) All orders submitted by the Buyer (which shall include email, facsimile transmission, letter and comparable means of communication) by the Seller's authorised Representative. will be accepted by the seller.
- b) Gibson Importing Co (Aust) Pty Ltd will endeavour to fulfill its obligation to the best of its ability according to availability.
- c) Initial orders placed and dispatched prior to acceptance of the credit facility, will be required to be paid for in full by credit card. Charges to credit cards will be processed once invoiced and ready for dispatch.
- d) The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms and contents of any order submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- e) The quantity, quality and description of the Goods shall be those set out in the Sellers quotation.
- f) Any cancellation of orders must be advised to the Seller prior to being picked and dispatched. Any goods returned without approval from a Gibson representative will attract freight charges and a 15% restocking charge in the value of the goods returned.

### 3. Terms of Payment

- a) Subject to any special terms agreed in writing between the Buyer and the Seller, the Buyer shall pay the price of the Goods within 30 days of the date of the Seller's invoice, notwithstanding that the delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of the payment of the price shall be the completion of the Contract.
- b) If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to (1) cancel the Contract or suspend any further delivery to the Buyer (2) appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any Contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer) and (3) charge the Buyer interest (both before and after any Judgement) on the amount unpaid at the rate of 2% per annum above the base rate of the Australian Reserve Bank from time to time, until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest). (4) Payments for invoices over 30 days by credit card will incur a 2% charge fee.

### 4. Risk and Title

- a) Risk or damage to or loss of the Goods shall pass to the Buyer on delivery to the Buyer or to a delivery address nominated by the Buyer or to the Buyer's carrier. Title, however shall only pass to the Buyer when payment in full in cash or cleared funds has been received by the Seller for all Good's whatsoever supplied at any time by the Seller to the Buyer.
- b) If any payments are overdue or the Buyer commits any act of bankruptcy or if a limited company satisfies any statutory ground for winding up by the court or voluntarily (other than for the purposes of amalgamation or reconstruction) then without prejudice to any other remedies the Seller may terminate any ongoing Contracts with the Buyer and by its servants or agents enter the Buyer's premises to recover the Goods in respect of which title has not passed.
- c) The Buyer shall mean the entity at the time the order was taken and remains so, regardless of changes to entity structure or Owners. Liability remains solely with the entity and its responsible parties at the time of the original transaction
- d) Nothing in this clause shall confer any right to the Buyer to return any Goods to the seller (unless otherwise agreed by the Seller).

### 5. Buyers Claim

- a) Any claim by the Buyer which is based on any defect in the quality or condition of the Goods (whether or not delivery is refused by the Buyer) or non-delivery of the whole or part of the Goods shall be notified to the Seller within 7 days of delivery. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, The Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- b) Where any valid claim in respect of any Goods which is based on any defect in the quality or condition of the Goods or their non-delivery is notified to the Seller in accordance with these conditions, the Seller shall be entitled to replace the Goods, as charged by the seller (or the part in question) free of charge or, at the Seller's sole discretion refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
- c) Any Goods to be returned to the Seller by virtue of this clause will be accepted for refund only if returned in the boxes in which they were originally supplied.
- d) Any Goods returned as "unsuitable", the Buyer will be charged 15% of the original charged price of the goods plus all freight charges.

### 6. Credit information

The Seller may supply information regarding the Buyer to a credit reporting agency limited by the Privacy Act 1988 which may include name, gender, date of birth, current and up to 2 previous addresses, known employer and driver's licence number as well as credit information pertaining to the Buyer's credit history with the Seller.

### 7. Personal Property Security Act 2009

The buyer acknowledges that these Terms and Conditions constitute a security agreement which creates a security interest in favour of the Seller in all goods supplied.  
The buyer acknowledges the right of the Seller to register and maintain a Financing Statement on the Personal Property Security Register (PPSR). The Buyer waives the right to receive the verification statement in respect to any Financing Statement relating to the security interest registered on the PPSR.

For the avoidance of doubt **IT IS HEREBY AGREED that nothing in these terms and conditions or the Contract between the parties shall in any way be construed as a Contract on a sale or return basis.**

**Your signature on the Seller's New Account / Credit Application Form confirms the Buyer's agreement to the terms listed above.**