

Credit Application

CellTec Pty Ltd

Organisation Manual: AM 03
Version: 2012 v.1

CellTec Pty Ltd
6 Paraweena Drive
Truganina
VIC, Australia 3029

CellTec

ABN: 44 214 213 918

Mailing Address:
P.O Box 434
Williamstown VIC 3016

Phone: +61 3 8360 8533
Fax: +61 3 8360 8544
E-mail: sales@celltec.com.au
Web: www.celltec.com.au

I/We (Applicants name) _____

Address _____ P/Code _____

(Hereinafter called, "the Customer") hereby request CellTec Pty Ltd. (herein after called "CELLTEC") for credit in respect of payment for such Goods and Services as may be provided to me or at my request upon the following terms and conditions. Acceptance of this application by CELLTEC will be indicated by the provision of credit to the applicant. The person(s) signing this application represent and warrant that they are authorised to do so and that particulars set out below are true and correct in every particular.

1. ACKNOWLEDGEMENT

I/We acknowledge that CELLTEC has informed me/us in accordance with section 18E(8)(C) of the Privacy Act 1988 that the certain items of personal information about me/us contained in this application or which may be subsequently obtained by CELLTEC may be disclosed to a credit reporting agency. This information includes, among other things, particulars as to my/our identity, the fact an application for credit was made and the amount of credit sought, details of current providers of credit and details of any credit and details of any credit 60 days overdue, cheques twice dishonoured and credit breachments.

I/We agree:

- (A) To CELLTEC obtaining from a credit reporting agency a credit report containing personal information about me/us for the purpose of CELLTEC:
 - (i) Assessing my/our application for commercial credit
 - (ii) Collecting my overdue payments in respect of commercial credit provided to me/us
 - (iii) Assessing my/our application for consumer credit
- (B) That CELLTEC give to and seek from any credit provider listed in this application or in a report issued by a credit reporting agency information about my/our credit arrangements for the purpose of assessing, on an ongoing basis, my/our credit worthiness.

2. GUARANTOR'S CONSENT

I/We agree to CELLTEC obtaining from a credit reporting agency a credit report containing personal information about me/us for the purpose of assessing whether to accept me/us as a guarantor for the credit applied for, or provided to, the borrower in this application. I/We agree that if CELLTEC approves the borrower's application for credit this agreement remains in force until the credit facility covered by the borrower's application ceases.

3. CONSENT TO TERMS OF SALE

I/We agree that we have read and understand the Conditions of Sale attached to this application and that I/We have considered them to be incorporated in any dealings that I/We may have with CELLTEC.

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Terms and Conditions of Sale

These Terms and Conditions constitute the entire agreement between the parties for the goods. Any prior arrangement, representations or undertakings are hereby suspended.

1. Payment terms are determined on a case by case basis, and will be advised by letter upon acceptance of the purchaser as an account customer or within such other period as maybe notified by CELLTEC in writing
 2. If any payment for goods is overdue in part or in whole CELLTEC may (without prejudice to any of its rights) recover or resell the goods or any part of them.
 3. At its discretion CELLTEC may charge interest on monies overdue at a rate not exceeding the banking overdraft rate ruling plus 5%.
 4. Any credit arrangements are to be reviewable annually and CELLTEC may in its discretion refuse to extend any further credit until a satisfactory credit application is made.
 5. CELLTEC may at any time without assigning any reason refuse any further credit and approval of this application does not require CELLTEC to extend any particular amount of credit.
 6. Unless previously agreed to in writing all orders will be executed at prices ruling at the time of delivery.
 7. Delivery charges – goods are sold “ex-store” and any delivery charges shall be payable by the customer.
 8. Delivery insurance – no insurance will be arranged by CELLTEC unless requested in writing by the customer at the customer’s expense. No responsibility is taken for loss or damage in transit
 9. Retention of property:
 - i. Property in any goods delivered by CELLTEC to the customer will remain with CELLTEC and will not pass to the customer until CELLTEC has been paid in full for the products and until all cheques and other negotiable instruments, if any, have been cleared. Until such time CELLTEC has a right to call for or recover the goods and remove them from any other equipment to which they may have installed without loss and CELLTEC, its employees or agents may enter the customer’s premises or any other place wherever the goods may be stored and the customer when called upon to do so by CELLTEC shall be under obligation to deliver up the goods to CELLTEC.
 - ii. The goods will be at the sole risk of the customer upon and after delivery of the goods to the customer.
 - iii. If CELLTEC has not been paid in full for goods then until disposed of by the customer in accordance with the clause (i) the customer must store the goods in a manner that clearly show the property in the goods belongs to CELLTEC and the customer will hold the product in a fiduciary capacity as bailee for CELLTEC.
 - iv. The customer may sell and deliver the goods in the ordinary course of business provided that the customer keeps records of the sale of those goods and the customer must account to CELLTEC for CELLTEC’ interests in the proceeds of the sale.
 - v. Except for the return of faulty or incorrectly supplied goods at a 15% restocking charge will be applied to all goods returned for credit. “Buy in” items are not returnable. Any claim for credit must be made within seven days of receipt of the goods and no goods may be returned for credit without prior written approval by CELLTEC.
 10. The customer agrees to indemnify CELLTEC against and agrees to reimburse it for any expenses it may reasonable incur in recovering or attempting to recover its goods or any payment for goods which may from time be overdue.
 11. This agreement will be governed by the laws of the State of Victoria.
- Minimum invoice value \$10.00 + GST.

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Business Details			
Legal Business / Trading Name			
Operating / Company Name			
A.B.N		A.C.N	
Telephone number		Fax number	
Business Address			
Delivery Address			
Postal Address			
Company Details			
Parent Company			
Type of business			
No. of employees			
Estimated monthly purchases	\$		
Does your company own or rent premises			
Date incorporated	/ /		
Authorised Capital	\$	Paid Capital	\$
Company Director Details			
Full Name	Address	D.O.B.	
		/ /	
		/ /	
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Please complete the following if applicant is a Trustee			
Registered Trust Name			
Settlor			
Date of Trust	/ /		
Trade References (please include 3 <u>current</u> trade references) * FAX OR EMAIL MUST BE PROVIDED FOR EACH REFERENCE *			
Reference One			
Name			
Address			
Telephone		Fax/email	
Reference Two			
Name			
Address			
Telephone		Fax/email	
Reference Three			
Name			
Address			
Telephone		Fax/email	
Company Contacts			
Contact One			
Name		Title	Accounts Payable
Phone		Fax	
Mobile		Email	

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Contact Two			
Name		Title	
Phone		Fax	
Mobile		Email	
Contact Three			
Name		Title	
Phone		Fax	
Mobile		Email	

General Warranty

The persons signing this application warrant.

That in the case of a company, that they are authorised to sign this application on behalf of the company and if the company operates as the Trustee of a Family or Unit Trust agree that by signing this agreement and accepting the goods that this agreement shall be binding upon the company both in its own right and as a trustee if the company operates as a business.

That they shall be jointly and severally liable for any monies outstanding to CELLTEC as if they were themselves the applicants.

That in the event of any change in the trading structure the applicant will remain liable for all the goods and services requested until credit approval is granted by CELLTEC to the new trading structure.

Signatures of Company Director / Sole Trader / Partners as applicable All Company Directors / Partners must sign.

DATE OF APPLICATION: / /

(Signature) _____ (Print Name) _____

(Signature) _____ (Print Name) _____

(Signature) _____ (Print Name) _____

WITNESS _____ (Print Name) _____