CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached. (please sign the Terms and Conditions of Trade as indicated on the next page and return with this completed Credit Account Application)

Company Details

Legal Name:

Trading Name: | Description of Business:

Postal Address: | Post Code:

Year Started:

Physical / Delivery Address:

Phone: | Email:

Sole Trader ☐ Partnership ☐ Private Company ☐ Public Company ☐

ABN No. | Name & Address of Bankers

Details of Owner(s) *(if sole trader)* , Partner *(if Partnership)* or Director *(if Company)*

Name:	Name:
Address:	Address:
Position:	Position:
Mobile No.	Mobile No.

Contacts

Purchasing:_____ Phone:_____ Email:_____

Accounts:_____ Phone:_____ Email:_____

Trade References

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

Credit Limit / Expected Monthly Spend

Please tick applicable ☐ <$2000 ☐ $2001-$10,000 ☐ $10,001-$20,000 ☐ >$20,001

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Wedgelock Australia Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Accoun Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act Clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the client I shall be personally liable for the performance of the Clients obligations under this contract

SIGNED (CLIENT)

Name:

Position

Date:

Wedgelock Office Use

SIGNED: | Account Type | Credit Limit: $

Name: | Customer Type:

Position: | 50% Deposit with order / Payment Due Prior to dispatch ☐

Date: | Payment due 20th Month following date of invoice ☐

GENERAL TERMS AND CONDITIONS

These terms and conditions set out the agreement between you, the purchaser ("Purchaser") and Wedgelock Australia Pty Ltd ("Wedgelock") when you purchase goods from Wedgelock.

1. PAYMENT a. Payment must be made within 30 days of the date of the invoice unless otherwise specified on the invoice. b. At Wedgelock's sole discretion, a deposit of up to fifty percent (50%) may be required with any order confirmation from the Client. C. If payment is not made when due, Wedgelock may: i. Withhold supply; and ii. Charge interest on all amounts owing by the Purchaser to Wedgelock on a daily basis at a rate equal to 3% per annum above the rate currently known as the Secured Overdraft base of Commonwealth Bank of Australia or any other rate replacing that rate, accruing and calculated on a daily basis.
2. All Sales are deemed to have been made in the State of Queensland.
3. Risk and insurance for goods in transit is the responsibility of Wedgelock. However, if the Purchaser arranges collection from the warehouse, the responsibility is with the Purchaser.
4. Subject to any arrangements agreed with Wedgelock, any price and product lists which are provided to the Purchaser by Wedgelock are subject to changes from time to time.
5. Unless otherwise stated, all prices quoted by Wedgelock are net, exclusive of Goods and Services Tax (GST), and Purchaser must pay the GST on the supply.
6. Warranty service work is to be carried out in accordance with Wedgelock's standard warranty terms and conditions. These can be found on the internet at www.wedgelock.com.au (select Company – Documentation - Warranty) or available on request by ringing Customer Service (1800 731-757).
7. All electrical repair work shall comply with all relevant government electrical standards. Repair work should not vary the original product specification as this may void warranty.
8. RETENTION OF TITLE a. Until the Purchaser has made full payment for any goods purchased from Wedgelock covered by this agreement, and any other sums whatsoever outstanding from the Purchaser to Wedgelock from time to time covered by this agreement: i. The price shall become immediately due if the Purchaser makes default in paying Wedgelock or if the Purchaser performs an act of administration or becomes bankrupt or commits any act of bankruptcy or compounds with its creditors or has a judgment entered against it in any court or, being a company, an administrator, a provisional liquidator/liquidator, receiver and/or manager appointed. ii. The property in the goods shall not pass to the Purchaser, and the Purchaser shall keep the goods as bailee for Wedgelock (returning the same to Wedgelock upon request). The goods shall nevertheless be at risk of the Purchaser from the time of delivery. iii. Wedgelock is irrevocably authorised to enter any premises where the goods are kept (without liability for trespass or any resulting damage), use the name of the Purchaser, and act on its behalf, if necessary, to recover possession of the goods. iv. Wedgelock may recover possession of goods supplied to the value of monies outstanding to Wedgelock. b. Pending payment in full for the goods, the Purchaser: i. must not supply any of the goods to any person outside of its ordinary or usual course of business; ii. must not allow any person to have or acquire any security interest in the goods; and iii. must insure the goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the buyer carries on business; c. Despite (b.) above, if the Purchaser supplies any of the goods to any person before all sums of money payable by the Purchaser have been paid to Wedgelock, the Purchaser agrees that: i. it holds the proceeds of re-supply of the goods on trust for and as agent for Wedgelock immediately when they are receivable or are received; and ii. it must either pay the amount of the proceeds of re-supply to Wedgelock immediately when they are received or pay those proceeds into an account with a bank, financial institution, or deposit-taking institution as trustee for Wedgelock.
9. All claims in relation to goods and services (other than those for a breach of a condition or warranty implied by Divisions 2 of Part V or section 74H of the Trade Practices Act 1974) must be made in writing within seven (7) days of delivery. Wedgelock may (at its discretion) accept the return of Goods for credit, but this may incur a handling fee of up to fifteen percent (15%) of the value of the returned Goods plus any freight. No Returns other than those permitted for a breach of a condition or warranty implied by Divisions 2 of Part V or section 74H of the Trade Practices Act 1974) will be accepted without a returns authorisation approval number (RA) from Wedgelock, and the original invoice or delivery docket no. and serial numbers, where applicable, must be quoted on all correspondence. The requirements of this clause operate to the fullest extent permitted by law.
10. Wedgelock's liability for a breach of a condition or warranty implied by Division 2 of Part V of the Trade Practices Act 1974 (other than section 69) for the goods or services supplied under this contract (other than goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, or if the customer establishes that reliance on it would not be fair and reasonable) is limited to, the fullest extent permitted by law (in Wedgelock's discretion): a. in the case of goods, any one or more of the following: i. the replacement of the goods or the supply of equivalent goods; ii. the repair of the goods; iii. the payment of the cost of replacing the goods or of acquiring equivalent goods; iv. the payment of the cost of having the goods repaired; or b. in the case of services: i. the supplying of the services again; or ii. the payment of the cost of having the services supplied again.
11. Wedgelock's liability, in the case of goods (other than goods of a kind ordinarily acquired for personal, domestic or household use or consumption) under section 74H of the Trade Practices Act 1974, is expressly limited, to the fullest extent permitted by law, to a liability to pay to the Purchaser an amount equal to; a. the cost of replacing the goods; b. the cost of obtaining equivalent goods, or; c. the cost of having the goods repaired, whichever is the lowest amount.
12. The proprietor(s) of the business or company referred to on the reverse side hereof as the Purchaser will remain liable for all goods supplied by Wedgelock to the Purchaser, notwithstanding any change in the proprietorship of such Purchaser until such change shall have been notified to and accepted by Wedgelock and the said proprietor(s) expressly released from their obligations hereunder.
13. The products and technologies to be supplied by Wedgelock must not be exported, re-exported or transhipped in violation of any applicable export control laws and regulations promulgated and administered by the government of the country claiming jurisdiction over the parties or transactions. The Purchaser further certifies that these products and/or technologies will not be sold or disposed of to any party intending to use the products and/or technologies for any purpose or activity specified above.
14. All artwork and/or content for any advertising and/or promotional activity that includes Wedgelock products or logos must be approved by WEDGELOCK Australia Pty Ltd prior to production or publication.

SIGNED (CLIENT)

Name:

Position

Date: