

# ACCOUNT APPLICATION FORM

OFFICE USE ONLY

STORE/REP CODE

ACCOUNT NO.

Name of applicant: \_\_\_\_\_ (the customer)  
Registered name: (if different to above name) \_\_\_\_\_ (the customer)  
Trade name: \_\_\_\_\_ Monthly credit limit: \_\_\_\_\_  
Delivery address: \_\_\_\_\_ Post code: \_\_\_\_\_  
Postal address: \_\_\_\_\_ Post code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email address: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Stationery buyer: \_\_\_\_\_ Account payer: \_\_\_\_\_

**TYPE OF BUSINESS**  Sole trader  Partnership  Trustee  Limited company, no. of branches: \_\_\_\_\_  
 Government  School  Registered charity/trust  Club/association

Registered office address: \_\_\_\_\_  
Date business was established: \_\_\_\_\_ No. of employees: \_\_\_\_\_  
Do you wish to control your purchases by issue of purchase order:

## NATURE OF BUSINESS

Electricity, gas and water  Manufacturing  Construction  Wholesale trade  Retail trade  
 Accommodation, cafes and restaurants  Transport  Communication  Finance and insurance  Property and business  
 Government administration and defence  Education  Health and community  Cultural and recreational  Personal and other services

## OWNERSHIP

 Please list the full name and address of the owner, or partners, or directors of the applicant

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

## TRADE REFERENCE

 Please provide names and telephone numbers of those who have agreed to provide current trade references

Name of company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Name of bank: \_\_\_\_\_ Branch: \_\_\_\_\_  
Your account name: \_\_\_\_\_ Account no.: \_\_\_\_\_

## TERMS OF CREDIT

1. Payment is due on the 20th of the month following invoice unless otherwise agreed. 2. Default on payment may result in withdrawal of credit.  
3. The customer agrees that the company shall retain the title of the supplied goods until payment is received in full.

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1993), I authorise any person or company to provide you with any information as you may require in response to your credit enquiry. I have read THE TERMS OF CREDIT (ABOVE) AND THE TERMS OF TRADE (OVER - LEAF) and agree to accept and abide by them. I/We am authorised to enter into these obligations on behalf of the customer.

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please circle:  Company director  Partner  Sole trader  Authorised signatory

Witness name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# TERMS OF TRADE



## 1. PRICE AND PAYMENT

- The goods shall be purchased at prices prevailing at the time the goods are despatched as recorded in the invoices issued by the Company to the Customer.
- The Customer shall pay for the goods on the 20th day of the month following delivery.

## 2. INTEREST & COSTS

- Payments not made within 10 days of due date may, at the Company's sole discretion, bear interest from the due date at the rate of 2% per month, until paid.
- The Customer will pay and reimburse the Company for any expenses, costs, disbursements including legal costs on a solicitor/client basis and any debt collection agency fees in the enforcement or attempted enforcement of any rights of the Company whether contained or not in these Terms.

## 3. CREDIT LIMIT

- The Company may, at its discretion, delay or terminate the supply of any goods, including existing and future orders for goods, if the Customer's credit account exceeds the credit limit set by the Company. The customer agrees that the company shall retain the title of the supplied goods until payment is received in full in accordance with the terms of trade overleaf.

## 4. NON RECEIPT OR DAMAGE

- The Customer must check all goods on receipt as to quantity and/or damage. The Customer must report to the Company and the relevant Carrier, the non-receipt or damage of the goods within ten (10) days from the date of delivery (or intended delivery if goods are not received).
- If the Customer fails to report as above, the Company may, at its sole discretion, reject any subsequent claims by the Customer in respect of such goods. The Company will only replace goods at its sole discretion.
- No goods shall be returned for credit without the Company's prior approval.

## 5. CLAIMS

- All inquiries or claims regarding goods supplied or not supplied as per order/invoice/packing slip shall be made within ten (10) days of receipt of goods or the intended date of delivery.
- In the absence of any such inquiry or claim, the Customer is deemed to have accepted the Company's invoices correct and the goods specified as delivered.

## 6. RISK

- Risk passes to the Customer on delivery of the goods at the Customer's premises or Customer's nominated address.

## 7. WARRANTY

- If the Customer acquires or holds itself out as acquiring the goods for the purposes of a business, no representation, condition, warranty or promise, expressed or implied, applies to these Terms or to the sale to be effected pursuant to them, other than the manufacturer's written warranty (if any).
- If the Customer does not acquire, or hold itself out as acquiring, the goods for the purposes of a business no representation, condition, warranty or promise, expressed or implied, applies to these Terms or the sale effected pursuant to these Terms, other than the manufacturer's written warranty (if any) and the guarantees provided by the Consumer Guarantees Act 1993.
- Except as provided in the Consumer Guarantees Act 1993, the Company shall not be liable for any loss of any kind whatsoever suffered by the Customer as a result of a breach of any of the Company's obligations under these Terms or any negligence on the part of the Company, its servants, agents or contractors, nor shall the Company be liable for any loss damage or injury caused to the Customer's servants, agents, contractors, customers, visitors, tenants, trespassers or other persons. The Customer hereby indemnifies the Company against any claims by such persons.
- Notwithstanding anything else in these Terms, the liability of the Company arising from breach of any of the Company's obligations under these Terms, from any cancellation of these Terms or from any negligence on the Company's part, its servants, agents or contractors (but not from any liability under the Consumer Guarantees Act 1993), will be limited to damages which will not exceed the cost of the goods as recorded in the relevant Company's invoices.
- Except for such guarantees which cannot be excluded by virtue of the Consumer Guarantees Act 1993, all warranties, descriptions, representations or conditions whether implied by law, trade, custom or otherwise including as to fitness, suitability or otherwise, are expressly excluded to the fullest extent permitted by law. The warranties and guarantees set out in the Sale of Goods & Services Act 1908 do not apply and are excluded from this agreement.

## 8. PRIVACY ACT

- The Customer authorises the Company:
  - To collect, retain and use personal information about the Customer for assessing the Customer's credit worthiness, and/or administering the financing, whether directly or indirectly of the Customer's orders for goods and enforcing the Company's rights in respect of such goods, and/or marketing goods and services provided by the Company, and
  - To provide such personal information to any person for the foregoing purposes to any employees and agents of the Company and any other person, in the ordinary course of business, and to credit agencies for the purpose of maintaining effective credit records.
- The Customer acknowledges that where such information can be readily retrieved, the Customer shall have access to it, the right to request correction and the right to be notified of action taken in response to any such request, subject to payment of any reasonable charge and that the above authorisations are irrevocable.

## 9. OWNERSHIP

- The Customer agrees and confirms that ownership is reserved and legal and equitable title to and property

in all goods supplied or agreed to be supplied by the Company is and remains vested in the Company until payment in full has been received by the Company for such goods and all other monies owing by the Customer to the Company.

- Notwithstanding anything to the contrary in these Terms and whether or not the Customer is in default, and whether or not any term of credit has expired, the Company is entitled at any time and from time to time before sale of any goods by the Customer, to recover and take possession of such goods and otherwise exercise in relation to the goods any of its rights whether such rights arise by operation of common law, by contract, by statute or in any other way.

## 10. PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

- The Customer grants to the Company a security interest in:
  - All present and after acquired goods, supplied by the Company to the Customer, including, but not limited to office supplied including, calculators, dictation equipment, telephones, faxes, scanners, copies, printers, personal digital assistance equipment, shredders, laminators, whiteboards, overhead projection equipment, overhead projector screens, chairs, desks, workstations, mobiles, bookcases, reception furniture, filing/storage cupboard or cabinets, together with all associated equipment; and
  - All present and after acquired goods supplied by the Company to the Customer described in any quotation or tender from the Company to the Customer, and/or in any contract between the Company and the Customer, including without limitation, documentation (electronic or otherwise) supplementary to any contract incorporated in the contract by reference or otherwise, and/or in any purchase order or any other order for goods from the Customer, and/or in any dispatch order, invoice, statement or remittance advice from the Company to the Customer.
- At the request of the Company, the Customer will promptly execute any documents and do anything else required by the Company to ensure that any security interest created constitutes a perfected security interest over all personal property supplied by the Company until all and any amounts due to the Customer have been paid in full. This obligation extends to executing any amendments to any contract with the Company reasonably requested by the Company and providing the information required by the Company to complete and register a financing statement or financing change statement.
- The Customer will not, without the prior written consent of the Company, agree to allow any person (including the Customer) to file a financing statement over any personal property supplied by the Customer while the Customer is liable to the Company for any debt.
- If the Customer becomes aware of any person taking any steps to file a financing change statement against any goods supplied to the Customer by the Company, the Customer must immediately notify the Company of such steps.
- The terms "security interest", "perfected security interest", "personal property", "financing statement" and "financing change statement" referred to in the above clauses have the meanings given by the PPSA. The Customer agrees and acknowledges that these Terms constitute a "Security Agreement" for the purposes of the PPSA.
- The Customer irrevocably authorises the Company to enter any premises occupied by the Customer, at any time, to inspect, search for and remove the goods subject to these terms and conditions. The Company shall not be liable for costs, damages or expenses or any other losses whatsoever incurred by the Customer or a third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever. The Customer hereby irrevocably indemnifies the Company, its agents and representatives for any liability arising from any act of trespass committed or damage caused by such entry.
- The Customer, including its principals and directors (if any) consent to and authorise the Company to search the Personal Property Securities Register and any other registries and to make such enquiries as it deems necessary including, without limitation, the making of enquiries of persons nominated as trade referees, the Customer's bankers or any other credit providers to investigate the credit worthiness of the Customer.
- The Customer expressly waives all its rights to receive a copy of any verification statement or financing statement or any other notice which can be waived in accordance with the PPSA including, without limitation, its rights under sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 126, 127, 129, 131, 132, 133 and 134 of the Act.

## 11. CLAIMS RETURN POLICY

- Goods supplied in error may be returned for replacement or credit, providing the error is notified to the Company in accordance with clause 5.1 above.
- No claim will be recognised unless goods are returned with original invoice/packing slip or unless the number and the date of invoice/ packing slip are provided to the Company.
- No claim will be recognised unless returned goods are in saleable, undamaged and clean condition.
- All business machines must be returned in original packaging, complete with detachable accessories and instruction manuals.
- The Company at its sole discretion may accept return of goods surplus to requirements of the purchaser in which event the credit may not be greater than 85% of the original amount charged.

## 12. GENERAL

- A period of grace may, at the Company's sole discretion, apply before charging interest as specified clause 2.1 above.
- If payment is not received by the Company by the first of the month after due date, the Company will automatically terminate the Customer's credit facility. The Company may exercise discretion and approve individual transactions.
- Office Products Depot Limited will be advised of any default by the Customer pursuant to these Terms.
- These Terms apply to all dealings between the Customer and the Company until advised otherwise by the Company in writing.
- The person completing these terms on behalf of the customer is authorised to enter into these terms on behalf of the customer.

## GUARANTEE AND INDEMNITY

- I/we  
(Personal/individual name of the guarantor/s)  
  
of \_\_\_\_\_ ("Guarantors")  
(home address)  
request you supply from time to time the goods to the Customer in accordance with the above Terms and in consideration of your doing so and continuing to do so whenever requested by the Customer, I/we do personally guarantee to the Company:
  - The due and punctual payment to the Company by the Customer of all monies owing from time to time.
  - Payment of all costs, charges and expenses (legal or otherwise) which the Company may incur, sustain, make or be liable to pay in connection with any recovery or attempted recovery of any monies due or any part thereof from the Customer, me/us or any other person, any enforcement or protection or attempted enforcement or protection of this guarantee and indemnity, and any exercise or attempted exercise of any right, power, authority or remedy conferred upon the Company by this guarantee and indemnity or by law.
  - Payment of interest on all monies due as shall from time to time be owing or payable or remain unpaid and such interest shall accrue from day to day and shall be computed from the date or respective date of such monies becoming due until the date all such monies are paid in full.
- This guarantee and indemnity is a continuing one and shall be in full force and effect and irrevocable until the Company releases the Guarantors in writing.

- I/we agree that my/our liability shall continue notwithstanding any indulgence, delay, waiver, forbearance to sue or any other concession which the Company may grant to the Customer, or any arrangement between the Company and the Customer, or any refusal (without notice to me/us) by the Company to supply goods to the Customer, or to extend further credit to the Customer and notwithstanding that I/we may cease to be a shareholder, director or officer of the Customer and notwithstanding any change in the legal status or constitution of the Customer.
- I/we agree that my/our liability shall continue notwithstanding the release of any obligation or liability of the Customer or of any other guarantor of the Customer by the Company and notwithstanding any variation of the above Terms.
- I/we agree I/we will not in any way compete with the Company for any dividends or distribution in the event of the bankruptcy or liquidation of the Customer.
- I/we declare that the Company shall be at liberty to act as if I/we were the principal debtor and I/we waive any rights as surety, which may be at any time inconsistent with any provisions of this guarantee and indemnity or the above Terms.
- This guarantee and indemnity shall bind my/our personal representatives. If there are two or more of us executing this guarantee and indemnity, we agree and confirm that our obligations under this guarantee and indemnity shall be joint and several.
- I/we hereby independently indemnify, jointly and severally (if more than one of us) the Company against all losses, costs and other expenses which the Company may suffer or incur as a result of any failure by the Customer to make due and punctual payment of any monies due to the Company and as a result of any failure by the Customer to perform its obligations under the above Terms, whether or not the liability of the Customer is or has become void or unenforceable for any reason whatsoever, and whether or not the above guarantee shall be void or unenforceable against me/us for any reason whatsoever.

## OFFICE USE ONLY

SUBMITTED BY: \_\_\_\_\_

DATE A/C OPENED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

TYPE CODE: \_\_\_\_\_

REPRESENTATIVE'S COMMENTS: \_\_\_\_\_