



Application for Credit

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A.C.N. 000 697 889    A.B.N. 51 000 697 889    ISO9001:2000, HACCP, WQA Standard V.5  
 18-21 Chalmers Crescent    Telephone: (02) 9669 2211  
 Mascot NSW 2020    Fax: (02) 9669 1051  
 Australia    Website: www.mayers.com.au

Form #29

**Trading Terms 28 Days From Invoice Date (Refer Terms and Conditions on Reverse)**

Branch		Sales Representative		Application Date	
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**Customer Details**

Trading Name				Phone Number	
A.B.N		Email		Facsimile Number	
Business Address					Postcode
Mailing Address					Postcode
Type of Business				Customer Account Number	
Business Name Registration Number		Date Commenced at this address		Previous Business at this address	
Name(s) and Address of Other Businesses held					Postcode

**References ? ? No C.O.D Trading References Please? ?**

Please provide names and contact details of suppliers with whom you have traded on account for at least 12 months

1. Name		Telephone number		Fax Number	
2. Name		Telephone Number		Fax Number	
3. Name		Telephone Number		Fax Number	

**Sole Trader/Partnership/Company (Please specify)**

Incorporated Name (If Company Application)				Australian Company Number	
Registered Address					Postcode
1. Owner/Director's Name		Date of Birth		Phone Number	
Address			Drivers License Number		State
2. Owner/Director's Name		Date of Birth		Phone Number	
Address			Drivers License Number		State
3. Owner/Director's Name		Date of Birth		Phone Number	
Address			Drivers License Number		State

? Please sign Declaration on reverse

**Terms and Conditions of Sale for Goods and Provision of Services**

1. **Payment:**  
Payment is to be made 28 days from invoice date for account customers and immediately on delivery for all others.
2. **Interest and penalties:**  
In default of such prompt payment, you undertake to pay late payment fees / interest which will be charged on overdue accounts at the rate from time to time prescribed by the Penalty Interest Rates Act 1983 plus 2.5%, calculated monthly in arrears, and to indemnify us and pay all costs and expenses on a solicitor/client basis if legal action is necessary, and/or Debt Collection Agents fees, which we may incur in recovering from you any overdue account.
3. **Property:**
  - (a) Immediately upon delivery the Customer accepts liability for the safe custody of the goods and dispensing equipment and agrees to indemnify F. Mayer Imports Pty Ltd. for any losses sustained in any manner whatsoever in relation thereto.
  - (b) Property in the goods shall not pass to the Customer until payment in full of all monies owed by the Customer to F. Mayer Imports Pty Ltd., for those goods and any other and F. Mayer Imports Pty Ltd. reserves the right to take possession of and dispose of the goods as it sees fit at any time until full payment has been made. The Customer hereby grants permission to F. Mayer Imports Pty Ltd. to enter upon any land or premises where the goods are in order to do so and authorizes F. Mayer Imports Pty Ltd. to use all reasonable steps as are necessary to do so and F. Mayer Imports Pty Ltd. shall be deemed for the purposes of the Corporations Law to have entered possession, assumed control or exercised a power in relation to goods supplied under this contract.
  - (c) Until payment in full is made the Customer agrees: -
    - (i) To keep all goods unpaid for as fiduciary for F. Mayer Imports Pty Ltd. and to store them in a manner which clearly shows F. Mayer Imports Pty Ltd. as owner;
    - (ii) A Customer may only effect sale of the goods or any part thereof in the usual course of its business upon condition that the Customer holds any and all proceeds of sale relating to the goods on trust for F. Mayer Imports Pty Ltd. Sale on terms or for less than cost or after default or deemed default by the Customer shall not be "in the usual course".
    - (iii) Upon termination of this agreement for any reason the fiduciary relationship herein shall cease and the Customer shall not sell or convert any goods in its possession.
  - (d) The Customer agrees that a certificate purporting to be signed by an officer of F. Mayer Imports Pty Ltd. identifying goods as "unpaid for" shall be conclusive evidence that those identified goods have not been paid for, and of F. Mayer Imports Pty Ltd. title to those goods.
  - (e) These Terms and Conditions of Sale for Goods and Provision of Services are not intended to create a charge, and will be read down to the extent necessary to prevent creating a charge.
4. The undersigned has the authority to make this proposal on behalf of the Customer.
5. F. Mayer Imports Pty Ltd. will act on reliance of these representations
6. New customers are on a cash basis until credit facilities are approved.
7. All invoices are payable nett 28 days from date of invoice.
8. Credit facilities may be withdrawn immediately on overdue accounts or if payment is made by dishonored cheque.
9. F. Mayer Imports Pty Ltd. reserves the right to charge interest on overdue accounts in accordance with the rate set by Section 2 of the Penalty Interest Rate Act set from time to time from the due date until the account is paid in full by the applicant.
10. F. Mayer Imports Pty Ltd. must be immediately notified in writing in the event of any change of ownership of the business. The Customer agrees to indemnify F. Mayer Imports Pty Ltd. against any loss incurred if such notice is not given.
11. F. Mayer Imports Pty Ltd. from time to time may vary the credit limit it will allow the Customer.
12. The Customer agrees to pay F. Mayer Imports Pty Ltd. for any additional expenses (including legal costs, commissions and bank charges) incurred in collecting outstanding debts.
13. Credit facilities are extended to the Customer on the basis of the above terms and conditions. These terms and conditions may be varied from time to time by F. Mayer Imports Pty Ltd. by notice to the Customer.
14. The Customer agrees to notify the supplier no later than 14 days prior to any change of ownership of the intended change. Failure to do so could result in the applicant being responsible for future debts. (Credit facilities will not automatically be transferred to the new owner).
15. The Customer agrees not to deduct any amount from an account due to a dispute of the account or quantity of good received and agrees that once the goods are signed for as being delivered and received, the quantity of goods received and/or product condition cannot be disputed.
16. Declare that the applicant (or any Partner, or Director of same) has never been registered under the Bankruptcy Act or been a Director of a company which has gone into liquidation or had a receiver/manager appointed.

**Privacy Act**

If F. Mayer Imports Pty Ltd. considers it relevant to assessing the Customer's application for commercial credit, the Customer agrees to F. Mayer Imports Pty Ltd. obtaining from a credit reporting agency a credit report containing personal credit information about the customer in relation to commercial credit provided by F. Mayer Imports Pty Ltd.

If F. Mayer Imports Pty Ltd. considers it relevant to collecting overdue payments in respect of commercial credit provided to the Customer, the Customer agrees to F. Mayer Imports Pty Ltd. receiving from a credit reporting agency a credit report containing personal credit information about the customer in relation to collecting overdue payments.

The Customer agrees that F. Mayer Imports Pty Ltd. may give and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by reporting agency information about the Customer's credit arrangements. The Customer understands that this information can include any information about his/her credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

Signatory \_\_\_\_\_

Name (Please Print) \_\_\_\_\_

Position(s) Held \_\_\_\_\_

Date \_\_\_\_\_

Name of Witness \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_