

## TRADE CREDIT ACCOUNT APPLICATION FORM A12

**Please provide credit facilities for:**

Business Name:	
Trading as:	
ABN Number:	
Business Address:	
Phone:	
Fax:	
Partnership or Sole Trader:	
Period of Trading (years):	

**To be completed if it is a Pty Ltd Company**

Name(s) & Residential Address of Directors:	
Date Incorporated:	
Authorised Capital:	
Paid Up Capital:	
Shareholders:	

**To be completed if a Sole Trade or Partnership**

Full Name/s and Address/es:	
Home Tel:	
Mobile:	
Driver's License Number/s:	



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Master License: 410631235

Are business premises owned (Circle)                      Yes                      No

If rented, name and address of Agent / Landlord .....

.....

Bank: ..... Branch: ..... Phone: .....

Have securities been given over any assets? (Circle)                      Yes                      No

If Yes, Please give details: .....

.....

Maximum Monthly Credit Sought: \$.....

### Trade References

I / We authorize AUSECOM electronics to contact the following directly to make enquires as to my / or credit worthiness and obtain reports from credit reporting agencies:

Company Name	Phone	Fax
1.....		
2.....		
3.....		



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**TERMS AND CONDITIONS OF SALE**

Should credit be extended to the applicant as a result of this application, the applicant hereby agrees to the following:

1a) Wherever stated AUSECOM to the applicant as result of this application, the applicant hereby agrees to the following:

2a) wherever stated Customer means the person or persons or company making an application for a credit account with AUSECOM electronics and includes their legal representatives, administrators, successors and / or permitted assignees.

1c) The proper law arising between AUSECOM electronics and the customer should be the law of the State of New South Wales and the parties agree to submit to the jurisdiction of the Courts in that State.

2a) Unless otherwise expressly agreed to in writing AUSECOM electronics shall not provide goods or services on any terms or conditions other than those set out here.

2b) In applying for a credit account with AUSECOM electronics the customer expressly agrees that the terms and conditions set out here will be operative and take precedence over anything stated on the customer’s confirmation order or in any subsequent document.

3) The customer agrees to notify AUSECOM electronics in writing as soon as practicable should there be any change in the legal entity, structure, management or control of the customer’s business. If the customer fails to notify AUSECOM electronics of such change, the customer agrees that the customer remains solely responsible for stock being supplied from existing orders.

4a) AUSECOM electronics will not accept any order which is not placed by purchase order on the customer’s official stationery. Such order form must be gilled out in full and signed in order to be valid.

4b) In all instances it is the responsibility and at the cost of the Customer to collect the equipment from AUSECOM electronics. Where it is necessary for AUSECOM electronics to book a courier the customer agrees to pay the cost of such courier’s fees and provide insurance for the total value of the equipment while in transit.

5a) The customer agrees to pay all monies due within 14 days from the date of collection or dispatch of the equipment from AUSECOM electronics. The customer shall not be entitled on any grounds whatsoever either wholly or in part of withhold payment when it becomes due. Default in payment will entitle AUSECOM electronics to review further trading with the customer.

5b) The customer shall be liable for and pay interest at the rate of 2.0% on all overdue accounts calculated on a daily basis and compounded fortnightly from the Due Date for payment until paid.

5c) AUSECOM electronics shall no issue credit notes for returns if the customer attempts to return equipment more than 7 days after collection, and / or the equipment has been unpacked and could not reasonably be resold in its returned condition as a new item.

6) Title to any goods purchased shall not pass to the customer until FULL PAYMENT for the goods has been received by AUSECOM electronics. Any such goods sold to a third party while monies are outstanding to AUSECOM electronics are sold as the agent for AUSECOM electronics and the proceeds of such sales are to be retained until such time as the amount outstanding for these goods is paid to AUSECOM electronics in full.

7) The customer will pay, on demand, all costs, charges and expenses incurred by AUSECOM electronics in its attempts to collect any outstanding monies. As part of the recovery process, the customer will permit AUSECOM electronics, its agents or representatives, at the discretion of AUSECOM electronics to enter the customer’s premises to recover some or all of the equipment as partial or full recovery of the debt.

8) The signature of the customer or any of its staff on the Consign Note / Delivery Docket and/or AUSECOM electronics System Preparation Form is proof of the receipt of the equipment in the quantity specified on such paperwork. Any shortages must be declared on the above documentation.

**Acceptances:**

(I/We) declare that (I am / We are) not a bankrupt, have no judgments recorded against (me/us), have not been Director(s) of a company which has gone into liquidation and acknowledge that you will base your consent to open a credit account for (me/us) on your faith in the truth of these statements.

.....	.....	.....	.....
Date	Name (print)	Signature	Position
.....	.....	.....	.....
Date	Name (print)	Signature	Position



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**If the application is an incorporated Company please complete the following:**

To: AUSECOM electronics

**GUARANTEE**

In consideration of your forbearing to proceed at law for monies now due and payable and in further consideration of your having agreed to my/ our request to supply from time to time to :..... (hereinafter called the debtor) goods in the way of its trade or business now or hereafter carried on by it and having its registered office at .....

I/We the undersigned both jointly and severally for myself/ourselves and my/our personal representatives hereby agree that I/we will be responsible to you for the monies now due and payable to you and I/We further agree that I/We will be further responsible to you for the price of all such goods as you may hereafter supply to the debtor and for all services rendered in relation thereto unlimited as to the amount.

This guarantee shall be a continuing guarantee and my/our liability under it shall not be affected by your compounding with the debtor or by giving time or any other indulgence revocable by notice in writing to you prior to orders for the supply of goods being placed by the debtor.

I/We agree that you may without further notice to me/us refuse credit or supply of goods to the debtor.

I/We agree that this guarantee shall be enforceable NOTWITHSTANDING any security given at any time by the debtor to you shall be relinquished barred or lost AND FURTHER NOTWITHSTANDING in the case of there being two or more sureties hereunder the release in writing by you of one of the sureties.

AND FURTHER in order to give full effect to the provisions of this guarantee I/ we hereby waive and each of us waives all rights inconsistent with the above provisions and which I/We might otherwise surely be entitled to claim and enforce.

No demand proceedings, actions, claims or suites shall be required by you against the debtor as a prerequisite to your making a claim against me/us under this guarantee.

Dated at ..... this ..... day of .....

Signed by the said .....  
(Please print) signature

In the presence of .....  
(Please print) signature

Signed by the said .....  
(Please print) signature

In the presence of .....  
(Please print) signature



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