

## CDA Eastland Trade Supplies Application for Credit Account

Indicate (✓) If:	Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/> Other <input type="checkbox"/>
Applicant Name Or Company Name:	
Trading Name	
ABN and ACN:	
Delivery Address	
Street Address	
Postal Address	
Registered Office	
Telephone Number	
Fax Number	
Mobile Number	
Email Address	
Date of Incorporation	
Nature of Business	

Credit Limit Requested \$		Order number required?	
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### Accounts Payable Contact

Name			
Email Address			
Phone Number		Fax Number	
Mobile Number			

Email Address for Marketing/Promotional Material	
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**Purchasing Contact**

Name			
Email Address			
Phone Number		Fax Number	
Mobile Number			

**Delivery of Invoices and Statements**

Would you like a copy of your invoice emailed at the time of sale?	Yes / No
How would you like your End Of Month Statement to be sent?	Post / Email
How would you like your invoices to be sent at end of month?	Post / Email / Don't Send
Would you like access to your account via our web site? (You can reprint invoices, statements, pay on line, view backorders etc)	Yes / No

**Name and address of Directors / Partners**

Name:	Mobile Phone	
Address		
Name:	Mobile Phone	
Address		
Name:	Mobile Phone	
Address		

**Trade References** (not fuel, electricity, or Bunnings' accounts) Please provide 3, **MUST** supply fax numbers

Name		
Phone	Fax	
Name		
Phone	Fax	
Name		
Phone	Fax	

I hereby certify that I am duly authorised by the applicant named on page 1 to sign this credit application for the purpose of inducing CDA Eastland Trade Supplies Pty Ltd ("CDAETS") to extend credit and to bind the applicant to a legally binding contract. The applicant agrees to pay each invoice within thirty (30) days from the end of the calendar month in which an invoice is dated.

The applicant warrants and represents that all of the information set out in this application is true and correct and that the applicant has not omitted or withheld any information which would or might be material to CDAETS in making a decision to grant credit or supply goods and services to the applicant.

By signing this credit application form, or by placing an order for goods or services after receiving this form or the terms and conditions referenced in or attached to this form, the applicant and its authorised officer/s separately agree to enter into legally binding contracts which include this credit application form (as first in order of precedence) and CDAETS's terms and conditions of trade which are either attached to this credit application form, or can be found at [www.cdaets.com.au](http://www.cdaets.com.au)

**I have read, understand and agree to the terms and conditions presented in this agreement.**

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

Witnessed By: \_\_\_\_\_

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

Signature of Witness: \_\_\_\_\_

Position Held: \_\_\_\_\_

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

Please note the consents provided in cl 15 of the terms and conditions with respect to use of personal information and conduct of credit checks and other investigations

### Director's Guarantee

The under-signed Guarantor/s unconditionally and irrevocably guarantee payment to CDAETS of all moneys now or at any time hereafter due owing incurred by the applicant to CDAETS. The Guarantor/s shall pay to CDAETS any moneys due under this guarantee on demand. The Guarantor/s unconditionally and irrevocably indemnify CDAETS against any loss CDAETS may suffer as a result of failure of the applicant for any reason whatsoever to pay CDAETS any moneys due to it. The Guarantor/s agree as principal debtor/s to pay CDAETS on demand a sum equal to the amount of any such loss. This Guarantee and indemnity is a continuing security. The Guarantor/s waive any right the Guarantor/s may have of first requiring CDAETS to proceed against or claim payment from the applicant. The Guarantee and indemnity is given by the Guarantor/s in consideration for CDAETS having agreed to supply (or as the case may be having agreed to continue to supply) goods and services to the applicant and to grant (or as the case may be having agreed to continue to grant) credit facilities to the applicant. Where more than one person executes this Guarantee and indemnity their liability shall be joint and several. The Guarantor/s agrees that CDAETS may seek from a credit reporting agency a credit report containing personal information about the Guarantor/s to assess whether to accept the Guarantor/s as a guarantor for credit applied for or provided to the Applicant. The Guarantor/s agree that if CDAETS approves the applicant's application for credit this agreement remains in force until the credit facility covered by the Applicants application ceases.

For the avoidance of doubt, this guarantee is in no way limited and is given on the basis that the credit facility extended to the applicant is unlimited in value regardless of whether CDAETS places or varies a limit on that facility now or at any time in the future.

**IF YOU DO NOT UNDERSTAND THIS DOCUMENT YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE**

Signature of Guarantor/s	
Name	
Date	

Signature of Guarantor/s	
Name	
Date	

**Witnessed by:**

Signature	
Name	
Date	

## Terms and Conditions of Trade for CDA EASTLAND TRADE SUPPLIES PTY LTD

### Preamble

These terms and conditions together with any credit application, quotation, order confirmation or proposal to which these terms are attached or in which these terms are referred, make up a legally binding agreement (the **Agreement**) between: CDA Eastland Trade Supplies Pty Ltd of 763 Hunter Street, Newcastle in the State of New South Wales (**CDAETS**) AND the person(s) or company named in the attached or previously signed credit application, quotation or proposal, or if purchasing via CDAETS's website, then the person or company making the online purchase (**the Purchaser**) AND if the Purchaser is a corporation, the directors of the Purchaser who have signed or otherwise agreed to these terms (**the Guarantor**).

This Agreement may be accepted by doing either one or more of the following:

- (a) Signing these terms and conditions of trade; or
- (b) Signing the credit application, proposal or quotation issued by CDAETS in which these terms and conditions were attached or referred to;
- (c) Issuing a purchase order or similar request for goods or services (including an online or web-based order) in response to the quotation or proposal referred to at (b) above; or
- (d) Visiting or making a purchase through CDAETS's website.

THE PARTIES AGREE as follows:

### 1. Agreement to Buy and Sell

- 1.1 The parties acknowledge that CDAETS will sell and the Purchaser will purchase goods from time to time pursuant to these terms and conditions. If any future contract or document between CDAETS and the Purchaser is inconsistent with this Agreement, then this Agreement will apply unless the subsequent contract is signed by CDAETS, refers to and specifically alters this Agreement in writing.
- 1.2 Should there be any variation to any of the information supplied by the Purchaser in its credit account application or in the structure of the Purchaser's business (such as a conversation to or from a company or trust or the appointment of new directors or change in shareholders), CDAETS shall be notified in writing. Until a new credit application form is signed and approved in writing by CDAETS, the original Purchaser and those person(s) who signed as guarantor(s) shall remain liable to CDAETS as though all goods and services were supplied to the original Purchaser.

### 2. Placement of Orders and Variations

- 2.1 The Purchaser must order the goods (by itself or through a related entity or subsidiary) from CDAETS in writing, by phone, email, facsimile, online via CDAETS's website or other electronic communication acceptable to CDAETS (which includes without limitation purchase orders, the acceptance by the Purchaser of a quotation, proposal or variation prepared by CDAETS) ("orders"). Upon placement of order, the Purchaser will be bound to proceed with the purchase of the goods at a price confirmed by CDAETS.
- 2.2 For the avoidance of doubt, an order received from a related entity or subsidiary of the Purchaser will be deemed an order from the Purchaser, for which the Purchaser will be liable.
- 2.3 CDAETS will not be bound by any terms or conditions expressed in orders or acceptances generated by the Purchaser except to the extent that such terms have been expressly agreed upon between the parties in writing and signed by CDAETS. For the avoidance of doubt, even where the Purchaser attaches or refers to other terms and conditions in purchase orders or other requests for quotations or supply of goods and/or services, received after this Agreement has been entered into (**additional terms**), such additional terms are expressly excluded from this Agreement and will be of no force or effect against CDAETS unless it expressly agrees otherwise (by notice in writing, signed by a director of CDAETS).
- 2.4 CDAETS may decline to accept any order without providing a reason in its absolute discretion.
- 2.5 If the Purchaser requests or CDAETS deems there to be a variation in the scope of the supply of goods, then CDAETS may (but is not obliged to) notify the Purchaser in writing of the

variation, the price variation, associated delays and any other information CDAETS deems relevant.

- 2.6 CDAETS is not obliged to commence any supply associated with any variation identified in accordance with **clause 2.4** unless and until the Purchaser acknowledges and accepts in writing the variations contained in that notice

### 3. Delivery of Orders

- 3.1 The Purchaser acknowledges that goods delivered to a courier are outside CDAETS's control and CDAETS will not be liable for any loss, damage, delay or non-delivery of goods contributed to by a third party, to the extent permitted by law.
- 3.2 Deliveries shall be made during normal working hours and at the cost and risk of the Purchaser. In the event the Purchaser or the Purchaser's agent is not on site to accept the delivery, then the driver's signature denoting the time, date & place of delivery, shall be deemed to be acceptance of the said delivery by the Purchaser.
- 3.3 If a delivery driver or courier, in their absolute discretion, deem the Purchaser's delivery site unsafe or inaccessible then the delivery driver or courier reserves the right to not make the delivery of the goods until such time as the issues in relation to the site have been rectified or an alternative address supplied. In the meantime, the goods will be taken back to CDAETS's premises at the Purchaser's expense and any subsequent re-delivery will be at the Purchaser's expense.
- 3.4 If a delivery driver or courier enters the Purchaser's delivery site at the direction of the Purchaser or its personnel and becomes bogged or stuck, or otherwise causes damage then the Purchaser will be liable for the costs of recovering the delivery vehicle and for any damaged caused to the vehicle and any other property or person.
- 3.5 Subject always to the preceding clauses, CDAETS's obligation to deliver goods will not extend beyond delivery immediately inside the boundary of the address details provided by the Purchaser.
- 3.6 If a date for delivery is nominated by the Purchaser, CDAETS will not be bound to deliver the goods by that date unless it expressly agrees to do so in writing, signed by CDAETS, in which case, it will be deemed to agree to use reasonable endeavours to deliver by the relevant date. CDAETS shall be excused from any failure to deliver which is contributed to by causes beyond its reasonable control and the time specified for completion of delivery shall be extended commensurately. Delay in delivery or completion shall not constitute a breach of this Agreement, nor shall it affect any other provisions of this Agreement to CDAETS's disadvantage.
- 3.7 It is the responsibility of the Purchaser to carefully inspect the goods immediately after they are delivered. Any claims with respect to damage, shortage or defect will only be considered if made in the first instance by phone within 7 days of delivery, and also in writing within 7 days of delivery.
- 3.8 Some orders will require complete payment or a percentage of the order price to be paid up front by the Purchaser to CDAETS, some or all of which may be non refundable. This will be notified to the Purchaser after the order is placed.

### 4. Payment and Price

- 4.1 All supplies are made at the price current at the time of delivery or completion in \$AUD. The price of the goods is quoted EXW (Incoterms 2010) from CDAETS's premises. Costs and charges for freight and handling at the point of delivery to the Purchaser or the Purchaser's agent are payable by the Purchaser unless otherwise stated on the quote/order form or on CDAETS's website (as the case may be). All quotes remain current for 14 days only from the date of quote but are not fixed. **NOTE pricing may vary from time to time subject to exchange rate variations and/or material increases outside the control of CDAETS.**
- 4.2 Where any form of credit has been granted to the Purchaser by CDAETS, then the Purchaser must pay to CDAETS the price in relation to each purchase of goods as set out in the corresponding tax invoice. Terms are strictly 30 days from the end of the calendar month in which an invoice is dated unless otherwise agreed in writing between the parties.
- 4.3 CDAETS may refuse to grant or may withdraw credit facilities to the Purchaser at any time without notice. Without limiting CDAETS's rights to withdraw credit, CDAETS reserves the right

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Date \_\_\_\_\_



to stop & place the account and any supply on hold until the account is returned to the agreed trading terms, and CDAETS agrees to recommence supply. Where credit has not been extended to the Purchaser or is otherwise suspended or withdrawn, then the Purchaser must pay for all goods purchased in full in cleared funds prior to CDAETS releasing those goods for shipping or collection.

- 4.4 The Purchaser agrees to pay to CDAETS an account service fee of 10 per cent per annum in relation to any invoices which are not paid strictly in terms of this Agreement, calculated daily and compounding monthly. The Purchaser acknowledges this service fee is a genuine pre estimate of the additional cost and damage suffered by CDAETS in the event of a failure by the Purchaser to adhere strictly to the terms of this Agreement.

## 5. Passing of Title and Risk

- 5.1 Notwithstanding the delivery of the goods or part thereof the goods remain the sole and absolute property of CDAETS as full legal and equitable owner until such time as the Purchaser has paid CDAETS the full purchase price together with the full price of any other goods the subject of any other contract with CDAETS. Risk in all goods passes on delivery or collection (as the case may be).

- 5.2 The Purchaser acknowledges that it receives possession of and holds goods delivered by CDAETS solely as bailee for CDAETS until such time as the full price thereof is paid to CDAETS together with the full price of any other goods then the subject of any other contract with CDAETS. Until such time as the Purchaser becomes the owner of the goods, it must:

- Store them on the premises separately;
- Ensure that the goods are kept in good and serviceable condition;
- Secure the goods from risk, damage and theft; and
- Keep the goods fully insured against such risks that are usual or common to insure against in a business of a similar nature to that of the Purchaser.

- 5.3 Until the goods are paid for in full:

- CDAETS authorises the Purchaser to sell the goods but only in the ordinary course of its business;
- The proceeds of any sale of the goods (or sale of other goods into which the goods have been incorporated) must be paid into a separate account and held in trust for CDAETS. The Purchaser must account to CDAETS from this fund for the full price of the goods;
- The Purchaser is entitled to a period of credit, but if prior to the expiration of the period of credit the goods are sold and the proceeds of sale received the Purchaser shall account to CDAETS for the price of the goods;
- Should the Purchaser die stop payment or call a meeting of its creditors or become insolvent or subject to the bankruptcy law or being a company calls a meeting for the purpose of or to go into liquidation or have a winding-up petition presented against it or has a receiver or administrator appointed, CDAETS may at its option notwithstanding its waiver of such default or failure and without prejudice to its other rights under this Agreement suspend or cancel this Agreement or require payment in cash before or on delivery or tender of Goods or documents notwithstanding terms of payment previously specified or may, subject to the law, repossess and take over the goods and dispose of the same in its own interest without prejudice to any claim it may have for damages for any loss resulting from such resale.

- 5.4 If the Purchaser does not pay for any goods on the due date then CDAETS is hereby irrevocably authorised by the purchaser to enter the Purchaser's premises (or any premises under the control of the Purchaser or as agent of the Purchaser in which the goods are stored at such premises) and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Purchaser whatsoever.

- 5.5 On retaking possession of the goods CDAETS may elect to refund to the Purchaser any part payment that may have been made and to credit the Purchaser's account with the value of the goods less any charge for recover of the goods, or to resell the goods.

## 6. Security and PPSA

- 6.1 For the purposes of this clause, "PPSA" means the Personal Property Securities Act 2009 (Cth) as amended from time to time. Where a particular section or term from the PPSA is used in this Agreement, it is deemed to be that section or term as defined or used in the PPSA as amended, renumbered or replaced from time to time.

- 6.2 To the extent permitted by law, and for better securing payment of the Contract Price plus any costs or charges, the Purchaser hereby charges all of its real and personal present and after-acquired property in favour of CDAETS.

- 6.3 The Purchaser acknowledges and agrees that this Agreement constitutes a security agreement in relation to CDAETS'S security interest in all present and after-acquired goods for the purposes of the PPSA. The Purchaser agrees to grant a "Purchase Money Security Interest" to CDAETS.

- 6.4 For the avoidance of doubt, the Purchaser acknowledges and agrees that it grants to CDAETS a security interest in all goods supplied by CDAETS to the Purchaser (whether now or in the future) and in any proceeds from the sale of those goods.

- 6.5 To the extent permitted by law, the following provisions of the PPSA do not apply, and for the purposes of section 115 of the PPSA are contracted out of this Agreement:

- sections 95 (notice of removal of accession), to the extent that it requires CDAETS to give a notice to the Purchaser, 96 (retain of accession) and 125 (obligation to dispose of or retain collateral);
- section 130 (notice of disposal), to the extent that it requires CDAETS to give a notice to the Purchaser;
- section 132(3)(d) (contents of statement of account after disposal);
- section 132(4) (statement of account if no disposal);
- section 135 (notice of retention);
- section 142 (redemption of collateral);
- section 143 (reinstatement of security agreement).

- 6.6 For the purposes of section 14(6) of the PPSA, the Purchaser (and CDAETS) agree that any payments received from the Purchaser by CDAETS pursuant to or in any way connected with this Agreement, will be applied in such order as CDAETS deems fit in its absolute discretion.

- 6.7 The Purchaser consents to:

- and agrees to execute any other document or instrument required to give effect to the security interests created by this Agreement; and
- the registration with the relevant authority or public register of any security interest created by this Agreement or any other document required to give effect to a security interest created by this Agreement, including without limitation the registration of a financing statement or financing change statement on the Personal Property Securities Register.

- 6.8 The Purchaser must pay all costs of and incidental to the preparation, execution and registration of any instrument which is executed for the purposes of giving effect to this clause and must also pay all costs incidental to the withdrawal, discharge or release of such instrument.

- 6.9 To the extent permissible at law, the Purchaser waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relation to a Security Interest granted by the Purchaser, as Grantor to CDAETS.

## 7. Warranties and Liability

- 7.1 This Agreement does not attempt to exclude, restrict or modify the application of any applicable laws of the Commonwealth State or Territory which cannot be excluded, restricted or modified.

- 7.2 The Purchaser acknowledges and agrees that to the extent permitted by law, CDAETS will not be liable for, and the Purchaser releases CDAETS in respect of, any claim, loss, cost, damage or expense (Claim) arising out of any act or omission of CDAETS or its employees, officers or agents unless that Claim is a direct result of the negligence or breach of this Agreement or a warranty by CDAETS.

- 7.3 The parties agree that to the extent permitted by law, any liability for a Claim against CDAETS which cannot be otherwise excluded will be limited to the lesser of:

- the re-supply or repair of defective goods or services (if applicable);
- the reasonable cost of the re-supply or repair of the defective goods or services in question (if applicable); or
- the contract price of the original supply of the goods or services.

- 7.4 Notwithstanding any of the above, the parties agree that CDAETS will under no circumstances be liable to the Purchaser for any indirect or consequential loss, loss of income, profit or opportunity or for any contingent, consequential direct/indirect special, or punitive damages arising out of or in connection with this Agreement, at law or in equity.

- 7.5 CDAETS'S liability/obligations to honour any claim under or in connection with this Agreement do not extend to rectification of defects, loss, cost or damage which is caused or contributed to by use or operation of any part of the goods otherwise than in

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Date \_\_\_\_\_

accordance with guidelines or specifications supplied by CDAETS, or under normal working conditions. CDAETS will also not be liable for defects, loss, cost or damage arising out of or in connection with the misuse, tampering, neglect, or wilful destruction of any part of the goods or for any loss, cost, liability or damage caused or arising out of continued use or installation of any part of the goods after a defect has been detected or ought to have been detected.

- 7.6 CDAETS will use reasonable endeavours to transfer warranties given by third party manufacturers of the goods supplied and to the extent those warranties are transferrable. However, CDAETS will not be liable for negotiating with manufacturers on behalf of the Purchaser and will not be liable to provide warranties to the Purchaser in addition to those provided by the manufacturer and transferred under this clause.
- 7.7 The content of any third party manufacturer's warranties may be provided upon request to CDAETS. Note that these warranties will be subject to their own terms and conditions with which the Purchaser should be familiar. Some claims for defective goods will not be accepted by the third party manufacturer of goods.
- 7.8 To the extent permitted by law and unless otherwise expressly agreed, CDAETS does not provide and expressly excludes all warranties whether implied by statute or otherwise in respect of any goods.
- 7.9 If any clause or part clause of this Agreement is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining clauses and part clauses are not affected.

#### 8. Term and Amendment

- 8.1 This Agreement commences on the date of its acceptance by the Purchaser and will expire upon reasonable notice being given by one party to the other or in accordance with clause 8.2.
- 8.2 Without limiting any other rights of CDAETS, CDAETS may terminate the Agreement without notice if the Purchaser is in default under this Agreement in any way or commits an act of insolvency or an external administrator or controller, liquidator or trustee in bankruptcy is appointed to the Purchaser or the Guarantor.
- 8.3 CDAETS may assign or otherwise transfer any of its rights under this Agreement.
- 8.4 The Purchaser may not without the prior written consent of CDAETS assign or otherwise transfer any of its rights or obligations under this Agreement.
- 8.5 CDAETS reserves the right to amend this Agreement, provided such amendments are conveyed to the Purchaser in writing. The Purchaser further acknowledges that such writing will be by ordinary mail to the address set out in the original credit application, proposal or quotation, unless the Purchaser advises in writing to CDAETS a new address, and this new address is acknowledged by return in writing by CDAETS. Any amendments will be deemed to be accepted upon placement of a further order with CDAETS after notice of the amendment, or 28 days, from notice, whichever occurs first.

#### 9. Defaults and Rights

- 9.1 In the event of a default under this Agreement by the Purchaser, the whole of any outstanding balance will become immediately due and payable by the Purchaser to CDAETS together with all legal costs and expenses associated with recovery of the outstanding balance on an indemnity basis.
- 9.2 The certificate of a director or the credit manager of CDAETS will, in the absence of evidence to the contrary, be conclusive as to the amount of the outstanding balance.
- 9.3 No failure or delay of CDAETS to exercise any right or obligation of the Purchaser of any obligation hereunder and no custom or practice of the parties which is at variance with the terms of this Agreement and no waiver by CDAETS of any particular default by the Purchaser shall affect or prejudice CDAETS'S rights in respect of any subsequent default and no indulgence or forbearance by CDAETS of its rights under this Agreement shall adversely affect or prejudice its rights in relation to such default or any subsequent default.

#### 10. Force Majeure

- 10.1 A Force Majeure event means anything outside the reasonable control of CDAETS.
- 10.2 If CDAETS is wholly or partially unable to perform its obligations because of a Force Majeure event, then:
- (a) As soon as reasonably practicable after the Force Majeure event arises, CDAETS will notify the Purchaser of the extent to which CDAETS is unable to perform its obligations; and

- (b) CDAETS's obligation to perform will be suspended for the duration of the delay arising out of the Force Majeure event.

#### 11. Intellectual Property

- 11.1 For the purposes of this Agreement, "Intellectual Property Rights" means copyright, trademark, design, patent, semiconductor or circuit layout rights and any other rights whether or not they are registered or registrable, relevant to, among other things, the textual, graphical, audio and other information, content, data or material used by CDAETS in respect to this Agreement.
- 11.2 Any pre-existing Intellectual Property Rights owned by CDAETS before the commencement of this Agreement, will remain vested in CDAETS.
- 11.3 Any pre-existing Intellectual Property Rights owned by the Purchaser before the commencement of this Agreement, will remain vested in the Purchaser.
- 11.4 The Purchaser agrees to grant to CDAETS a non-exclusive, transferable, royalty free licence to use the Purchaser's pre-existing Intellectual Property Rights to the extent that use relates to any material created by CDAETS pursuant to this Agreement.
- 11.5 Subject to any Intellectual Property Rights existing in any third party materials, all Intellectual Property Rights, created by CDAETS on or after the commencement of this Agreement will remain vested in CDAETS regardless of notwithstanding those rights were created pursuant to or for use in or with the goods.

#### 12. Applicable Law

- 12.1 The parties expressly agree that this Agreement will be governed by and interpreted in accordance with the laws of the State of New South Wales.

#### 13. Guarantor and Purchaser's Warranties

- 13.1 The Guarantor and Purchaser (and each director and office bearer if the Purchaser is a company) separately warrants that:
- (a) In the case of a natural person, he/she has never been a bankrupt or entered into a deed of arrangement or compromise or any other arrangement under Part X of the *Bankruptcy Act* or otherwise assigned his/her assets for the benefit of creditors.
- (b) It has never been under external administration or subject to the appointment of an external receiver or controller or entered into a deed of company arrangement and that it is solvent and able to pay its debts as and when they fall due.
- (c) They are not executing this Agreement as a result of or by reason of or in reliance upon any promise, representation, statement or information of any kind whatever given or offered to them by or on behalf of CDAETS whether in answer to an enquiry or otherwise.
- (d) Prior to the placement of any order, they have made their own independent enquiries and satisfied themselves as to the size, design, capacity, quality and fitness for purpose of the goods and/or services and, to the extent permitted by law, they do not rely on any warranty, promise or representation in relation to the goods and/or services, their state, quality or fitness for purpose unless expressly set out in this Agreement.

#### 14. CDAETS Relies on Guarantor and Purchaser's Warranties

- 14.1 In entering into this Agreement, CDAETS relies upon the warranties provided above and upon any information supplied by the Purchaser in an accompanying credit account application.
- 14.2 CDAETS relies upon the representation that the person signing this Agreement has authority to execute it on behalf of the Purchaser described in the Schedule.

#### 15. Personal Information

- 15.1 The Purchaser and Guarantors consent to CDAETS from time to time, seeking, advising, exchanging and verifying any personal or commercial information of the Purchaser or the Guarantors with any third party and to carrying out any further pertinent investigation about the Purchaser's or Guarantor's contact/address details, credit arrangements, trading terms, credit worthiness, credit standing, credit history or credit capacity, financial status etc.

#### 16. Goods and Services Tax (GST)

- 16.1 All amounts payable by the Purchaser under this Agreement are exclusive of GST. If GST is payable on any supply made by a party under or in connection with this Agreement, the consideration provided (or to be provided) for that supply will be increased by an amount equal to the GST liability properly

Initials \_\_\_\_\_

Date \_\_\_\_\_

incurred by the party making the supply and paid at the same time and in the same manner as the consideration.

**17. Credit Limit**

- 17.1 Notwithstanding any other provision in these terms, CDAETS may grant credit to the Purchaser under these terms either unconditionally or with any condition it sees fit, including, without limitation, a cap on the amount of credit CDAETS is comfortable extending to the Purchaser. CDAETS may increase or decrease any such cap as it sees fit from time to time throughout the duration of these terms by notice to the Purchaser in writing
- 17.2 If a credit limit is set and then exceeded by CDAETS, such excess will not be a breach of this Agreement by CDAETS.
- 17.3 In the event that CDAETS serves notice in accordance with clause 16.2 then, apart from any extension, increase or reduction set out in the notice, this Agreement and any supporting guarantee will continue to operate in its amended form.
- 17.4 However, should CDAETS decide to extend beyond the credit cap in place from time to time, then the cap will in no way act to limit the ability or right of CDAETS to recover any monies owing to it nor will such cap act to limit the liability of the Purchaser or any Guarantor to pay those monies to CDAETS.

Initials \_\_\_\_\_

Date \_\_\_\_\_



## Office Use Only

Branch Form Received at \_\_\_\_\_ Person Receiving Form \_\_\_\_\_

Account Code: \_\_\_\_\_ Date Account Opened: \_\_\_\_\_

Debtor Class \_\_\_\_\_ Class Description \_\_\_\_\_

Sales Territory \_\_\_\_\_ Sales Person \_\_\_\_\_

Contracts \_\_\_\_\_

Default Freight Charge \_\_\_\_\_

Default Price: Full Box or Broken Box \_\_\_\_\_ Signature: (Manager Only) \_\_\_\_\_  
(Please circle)

Manager Name \_\_\_\_\_

Awaiting Credit References

### Received References

2 References

3 References

Directors Guarantee

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

Signed: \_\_\_\_\_

### Awaiting References

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### T & C's

T & C's Signed and Received

Set up Redbooth Task

Print "New Account Letter" and get management to sign

Web has been set up  Terms of Website Use Signed and Received

Email a copy of the "New Account Letter" to the new customer.

Call the customer and advise their account has been open and Web access has been enabled and has been emailed.

Spoke with: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Initials \_\_\_\_\_ Date \_\_\_\_\_

