



489 Hammond Road, Dandenong So
 PO BOX 4354, Dandenong South, Victoria, Australia, 3164
ph: +61 3 9706 5609
Fax: + 61 3 9706 5690
Email: sales@safetycare.net.au
Web: www.safetycare.net.au
A.C.N.: 081 086 535
A.B.N.: 14 118 900 792

Selwyn International Pty. Ltd.

PLEASE ENSURE ALL THREE PAGES ARE COMPLETED

Application for Credit

(Please complete all sections; tick applicable boxes; print in block letters, sign & date)

1. **COMPANY** **PARTNERSHIP** **SOLE PROPRIETOR** **OTHER**
 (PLEASE SPECIFY ABOVE)

Business Name: ABN.....
 Trading Name:.....
 Business Address:.....
 State Post Code.....
 Delivery Address :.....
 State Post Code.....
 Phone Number () Fax Number ()
 Email Address :.....

2. **DIRECTORS** **PARTNERS** **SOLE TRADRES**

Name :.....
 * Private Address:.....
 * Date of Birth: .../... / Driver's License Number:..... Phone.....

Name:.....
 * Private Address:.....
 * Date of Birth: .../... / Driver's License Number:..... Phone.....

(If more than two directors /partners please attached a separate list) (*) Please complete if Sole Trader / Partnership

3. **TRADE REFERENCES** (Must be three current Trading Accounts; Not CASH Suppliers)
 Name Address Phone #

4. **AUTHORISED PURCHASING CONTACT**

Name:.....Phone Number
 Name:.....Phone Number

5. **BANKER DETAILS**

Bank Name Branch.....Phone

PLEASE READ BELOW BEFORE SIGNING (Please ensure Condition of Supply is Signed)



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CONDITIONS OF SUPPLY (APPLICANT MUST READ)

ABN 14 118 900 792 (the Supplier) approving this application, the applicant agrees:

Credit Terms

- To pay for all purchase of goods and services within **30 days** from DATE OF INVOICE or as specifically agreed in writing.
- That the Supplier may at its discretion demand immediate settlement of extended credit terms, should the currency of the account exceed the Supplier's normal trading terms.
- That the applicant shall be liable for all costs, charges, commissions, fees and disbursements incurred by the Supplier in recovery of any unpaid account including charges for any dishonored Cheques received.
- That the Supplier reserves the right to levy interest on any account unpaid on the due date in accordance with the rate set by Section 2 of the Penalty Interest rate Act 1983 set from time to time from the due date until the account is paid in full by the applicant
- That the Supplier shall be at liberty to withdraw account facilities offered to the applicant at any time without prejudice to any other right the Supplier may have and without being liable for the consequences.

TITLE

- That the Supplier shall remain the legal and beneficial owner of goods supplied until Payment in full for the purchase price of the goods and all other amounts owing to the Supplier by the applicant are received. Goods are entrusted to the applicant as a Fiduciary so that any sale prior to payment in full to the Supplier shall be made on Behalf of the Supplier who shall have the right to trace the proceeds thereof and maintains the right to reclaim goods and be paid compensation for non use of the goods.

PRICE CHANGES

- That prices changed for goods and services are subject to alteration without notice. Price charged will be those ruling on the date of dispatch. Notification of price alterations will be made by mail /fax / email or telephone by the Supplier or its Representative.

CREDIT CLAIMS

Stock related

- That the applicant shall notify the Supplier within forth eight (48) hours after delivery. If any of the goods supplied are damages or have been delivered in accordance with the order. Failure by the applicant to notify the supplier within forty eight (48) hours will be taken by the Supplier to be a waiver by the applicant of any claim the applicant may have. The Supplier will replace short delivered, damaged providing notification is given within the forty-eight (48) hours of receipt of goods, Goods ordered surplus to requirements will not be accepted for credit.

RETURNS

- Claims will only be valid within seven (7) days after receipt of goods and must be authorized by the Suppliers representative. Copy of Invoice or Invoice number must accompany returned goods. Goods must be in their original condition and free from any markings.
- That the Supplier will not accept returned goods unless the authorized "Returns Number" is clearly marked on the goods being returned.
- That the Supplier will not accept returned goods if there is nothing wrong with the goods, or the good were damaged after the applicant bought them, or the applicant had prior knowledge or could reasonably have known, about any faults when purchased from the supplier (eg: Samples, Seconds, Liquidation Stock, etc...)
- That the Supplier will not accept freight forward charges when the goods have been Consigned by any transport company other that a carrier which has been authorized by the Supplier.
- That accepted claims may be deducted from payment due to the Supplier within Thirty (30) days of the date of invoice to which the credit relates. The Supplier will not accept outside this period.

GENERAL

- That the applicant will be responsible for payment of all goods supplied at that order, or by any person in their employ or agent acting on their behalf.
- To indemnify the Supplier against any losses incurred due to change of ownership, Partnership or change of address of the applicant unless written advice of such Change is received by the Supplier prior to the delivery of goods being made.
- That in event of any change in the ownership or structure of the ownership or Legal entity of the applicant, all debts due to the Supplier will become immediately payable.
- That all conditions and warranties expressed or implied by statute, the common law, equity, trade custom or usage or otherwise are expressly excluded to the maximum extent permitted by law (including, without limitation, by section 61 of the Goods Act 1958).
- (a) That so far as the law permits, the liability of the Supplier for breach of a condition or warranty that cannot be excluded is limited, at the Supplier's option to:
 - the replacement or repair of the goods
 - the supply of equivalent goods; or
 - the cost of replacing or repairing the goods of acquiring equivalent goods.
 That applicant agrees to release, hold harmless and indemnify the Supplier to the maximum extent permitted by law from and against any liability whatsoever and howsoever arising (including, without limitation, from negligence or willful misconduct on the part of the Supplier) in connection with the sale of the goods by the Supplier
 (b) That so far as the law permits, the Supplier is not liable in any way for any indirect or consequential loss or loss of profit, including, without limitation, any loss by reason of delay, defective or faulty material or workmanship, negligence or any act or matter or thing done, permitted or omitted by the Supplier.
- That when the applicant is a Pty. limited Company, the Supplier reserves the right to request a guarantee and indemnity from the Directors of that Company.

- The Supplier may disclose any information contained in the application to a credit reporting agency and to obtain credit report containing personal credit information about the applicant (or any partner or director of the application) in accordance with the provisions of the Privacy Act 1988 (as amended)
 - That nothing in these conditions of supply shall be construed as granted or implying the grant of any license under any patent or trade mark rights or any other industrial property rights held by the Supplier, Lalan Rubbers Australia, Lalan Gloves and Selwyn International Pty. Ltd., anywhere in the world outside of Australia. Within Australia, the applicant shall have no rights in relation to such industrial property except as may be reasonably necessary to distribute and sell the Suppliers' goods in the ordinary course of trade. The Supplier shall be permitted to exercise such patent or trade marks rights and /or other industrial property rights to the fullest extent Legally permissible at the time of such exercise. All subsequent purchasers shall be put on notice of this reservation and shall be required to put any further subsequent purchasers on like notice.
 - 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 as gone into Liquidation or had a Receiver/Manager or Administrator appointed.
 - That all matter arising out of this agreement shall be governed by the laws of the State of Victoria and the parties hereto submit to the jurisdiction of the courts of the State of Victoria.
 - We have read and understood & agree to abide by the above Conditions of Supply as they may be varied from time to time by the Supplier.
- PRICE QUOTES & ADDITIONAL TERMS**
- Upon granting of credit the applicant will compliant to any additional terms and conditions applicable specified on quotations supplied by the Supplier to the Applicant.
 - Delivery Policy - FIS all capital cities except WA & NT for orders over \$250.00. All orders less than \$250.00 will be charged a \$10.00 surcharge.
 - Minimum Order Quantity Policy - There is no minimum order quantity but order with invoices less than \$100.00 will incur a small order charge of \$5.00
 - Terms of Payment - Nett 30 days from Invoice date

I have completed the application form and have read and understood the above conditions of supply in detail. Should my/our application for credit be approved, I/we hereby declare to abide by the above conditions of supply.

SIGNATURE.....

POSITION..... DATE.../.../.....

Name..... Please Print

SIGNATURE.....

POSITION..... DATE.../.../.....

NAME..... Please Print

The above section must be signed



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Selwyn International Pty. Ltd.

Guarantee and Indemnity

In consideration of Lalan Gloves, Lalan Gloves Australia, SAFETYCARE. Selwyn International Pty. Ltd. (hereinafter call the Supplier) agreeing to supply the applicant goods and serviced on credit, I/we the undersigned hereby agree with the Supplier as follows.

- 1) To be answerable and responsible to the Supplier for any liability incurred by the applicant pursuant to the credit terms, contained in the Credit Application Form.
- 2) To guarantee to pay the supplier on demand any amount due or owing to the Supplier by the applicant, and to jointly and severally indemnify the Supplier against all losses costs and expenses the Supplier may incur in relation to any default by the applicant.
- 3) This guarantee shall be a continuing guarantee to the Supplier for all debts whatsoever and whenever contracted by the applicant with the Supplier in respect to good and services supplied to the applicant from time to time including without limitation any liability incurred by the applicant to the Supplier pursuant to the credit terms contained in the Credit Application Form.
- 4) The supplier is at liberty without notice to me/us and without in any discharging me/us from liability hereunder to grant time or other indulgence to the applicant and to accept payment from the applicant in cash or by means of negotiable instruments and to treat me/us in all respects as though I/we were jointly and severally liable with the applicant to the Supplier instead of merely surety for the applicant.
- 5) The Supplier may at any time at its absolute discretion and without notice to me/us, refuse credit or supplies of goods and services to the application without discharging or impairing my/our liability under this guarantee.
- 6) This guarantee shall be enforced against me/us notwithstanding that any negotiable or other securities referred to herein or for which it shall extend or be applicable shall at the time of proceedings being taken against me/us on this guarantee be outstanding or in circulation.
- 7) This guarantee shall remain current until a period of six (06) months has passed from the date all outstanding amounts are paid but shall be revocable at any time as to future transaction by giving the Supplier, or duly authorized agent one month's notice in writing by me/us or in the case of death by my/our personal representative. Any release, discharge or revocation of this guarantee will be conditional upon no payment being void, set aside or being ordered to be refunded and if any payment is void, set aside or is ordered to be refunded the Supplier will be entitled to enforce this guarantee against me/us as if any release, discharge or revocation had not occurred.
- 8) I/We agree that the Supplier may disclose information contained in this guarantee to a credit reporting agency and a credit provider and obtain a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for credit applied for, or provided to the applicant named in this application or to recover an outstanding amount due under this guarantee.

EXECUTED as a Deed

Dated the..... date of 20.....

1)
Signature of Guarantor

.....
Please print name **Private address of Guarantor**

.....
In the presence of (Signature) **Private address**

2)
Signature of Guarantor

.....
Please print name **Private address of Guarantor**

.....
In the presence of (Signature) **Private address**

E&OA