



mySupply Store Pty Ltd ABN 27 130 845 224
PO Box 5073 ACN 130 845 224
TURRAMMARA NSW 2074
Phone 02 8064 3272 Fax 02 8088 4355

CREDIT ACCOUNT APPLICATION FORM AND TERMS OF TRADING AGREEMENT

Registered Name:

.....

A.C.N.:

.....

Trading Name:

.....

A.B.N.:

.....

Postal Address:

.....

Registered for GST: Y/N

Postcode:

.....

Delivery Address:

.....

.....

.....

Postcode:

.....

Business Status: Sole Proprietor Partnership / Trust Incorporated Company Other

.....

Established:

.....

No. of Employees:

.....

Paid Up Capital:
.....

Brief Description of Business:
.....
.....

Accounts Department Contact:
.....

Phone:
.....

Fax:
.....

Banker's Name &Address:
.....
.....

Directors/Proprietors Names & Addresses:
.....
.....
.....
.....

ESTIMATED MONTHLYCREDITTHAT YOU REQUIRE \$
.....
.....

PAYMENTTERMS: Payment of Account is to be made within 14 Days of date of Statement /Invoice
Monthly purchase must exceed \$200.00 in order to maintain a credit account.

CREDIT FACILITIES MAYBE WITHDRAWN ON OVERDUE ACCOUNTS AT THE COMPANY'S DISCRETION AND WITHOUT NOTICE.

TRADE REFERENCES

Name: 1)
.....

2)
.....

3)
.....

Phone:
.....

I hereby apply to open a trading account with **mySupply Store**. I/We have already read and fully understand the Company's Terms and Conditions of Sale on the reverse of this application and agree to abide by them.

Name of person signing the application:

.....
Position held:

.....
Signature:

.....
(Authorising Signatory Only)

Date:
.....

DIRECTORS GUARANTEES

The persons signing the guarantee on behalf of the company (or persons listed as Director/Proprietors on the Credit Application Form), shall be primarily liable for payment of all amounts payable by the company to **mySupply Store Pty Ltd** under this guarantee. It is understood that at first instance all invoices and accounts under this agreement shall be directed to the company, but if the company has failed to pay those accounts or invoices, or any part of them, within the terms as agreed, then the Directors signing (or such of the Directors as are nominated on the Credit Application Form) shall upon demand promptly pay such outstanding accounts or invoices personally.

Director 1: Name

.....
Signature

Director 2: Name

.....
Signature

SALES DEPARTMENT:

Customer Sales Potential: \$ p/a or p/mnth

Price List..... Discount %

Pricing Type..... Ship Via Code

Rep's CodeRep's Name.....

CREDIT CONTROL:

ACCEPTED / DECLINED

SIGNATURE

DATE.....

TERMS AND CONDITIONS OF TRADING AGREEMENT

1. GOODS AND SERVICES TAX

All goods are sold subject to goods & services tax (GST) unless the goods are classified as GST exempt.

2. PAYMENT

- The Purchase Price shall be paid to **mySupply Store Pty Ltd** at its address and at the time or times stipulated.
- We reserve the right to suspend the delivery of further goods if the terms of payment are not strictly adhered to by you.
- Any expenses, costs or disbursements incurred by us in recovering any outstanding monies including debt collection agency fees or solicitor's costs shall be paid by the Customer. Providing that those fees do not exceed the scale charges by that debt collection agency/solicitor.

3. DELIVERY

- If the order is placed with us before 4pm., we will deliver within 3 working days to any metropolitan area and 4 working days in regional areas.
- If immediate delivery is required, please stipulate at the time of order placement and we will advise you of additional freight charges, if any.
- Orders **below** a value of **\$100** will incur a freight fee charge of **\$17.50**. Orders above \$100 are freight free.
- We shall deliver the Goods to the address stated in the Order or as agreed by us in writing. **mySupply Store Pty Ltd** reserves the right to charge for delivery of the goods at any time, notwithstanding that it may not have previously done so.
- We shall deliver the Goods by such carrier and such form of transport we consider to be appropriate. Where you specify the carrier and the means of carriage, we shall deliver the Goods in the way specified, the cost of such carriage, being an additional charge to the invoiced price of the Goods.
- We will not be responsible for any part delivery or delay in delivery of the Goods as a result of events occurring beyond our control. We shall not be in any way responsible for any consequences (direct or indirect) arising from such delay or non-delivery.
- We shall be entitled to charge for and recover from you on all demand costs or loss occasioned by:
 - a) failure by you to collect or take delivery of the Goods (as the case maybe) as and when agreed to;
 - b) delay or interruption in the installation of goods caused or contributed to by any act or omission on your behalf. Any such costs or loss shall include (but not be limited to) the cost of storage, labour, transportation and administration costs at our prevailing commercial rates.

4. TITLE AND RISK

- Risk in the goods shall pass to you at the time when our obligations under the contract are deemed under Condition 3 to be completed.
- Irrespective of the time when risk in the goods shall pass, passing of property and title in the Goods shall be determined as follows:
 - a) The customer hereby acknowledges that the property and title in the Goods shall remain with **mySupply Store Pty Ltd** until the customer has made payment in full of the Purchase Price and any other monies owing hereunder.
 - b) Pending payment in full of the Purchase Price and any other monies owing hereunder:
 - c) In the event that the Customer defaults in payment of the purchase

Price or any other monies owing hereunder or upon the occurrence of any of the events specified in Condition 3, **mySupply Store Pty Ltd** and its employees or agents shall have the right to enter upon the Customer's premises or any other premises where the Goods are known to be stored to repossess the goods, and for this purpose the Customer shall grant all reasonable access rights and **mySupply Store Pty Ltd** shall be entitled to do all things required to secure possession. Upon repossession of any of the goods **mySupply Store Pty Ltd** shall thereafter be entitled, in its discretion, to resell the Goods to any third party in which case the Customer shall not have any action whatsoever against **mySupply Store Pty Ltd** for the breach of contract or otherwise.

d) If the Customer sells or otherwise disposes of the Goods to a third party prior to making payment of the Purchase Price or any other monies owing hereunder, **mySupply Store Pty Ltd** shall be entitled to so much of the proceeds of such sale equivalent to the amount of monies owing to **mySupply Store Pty Ltd** by the Customer.

- In addition to paying other monies payable by the customer to **mySupply Store Pty Ltd** under this agreement, we shall be entitled to charge for and recover from the Customer on demand all costs, loss or damage incurred by us in exercising any of its rights under Condition 4(d) above, including, but not limited to, the cost of storage, transportation and administration costs at our prevailing commercial rates.

5. CUSTOMER 'S LIABILITY AND DEFAULT

If the Customer shall:

- fail to make any payment due under the contract or commit any other breach of any of the Customer's obligations under the contract; or
- suffer execution under any judgment; or
- commit an act of bankruptcy; or
- make any composition or arrangement with any creditor; or
- being a company, pass a resolution for winding up or have a receiver appointed over any of its property or have a winding up petition presented against it. **mySupply Store Pty Ltd** (in addition to any other remedies hereby or statute conferred) may treat the contract as terminated and any part of the Purchase Price then unpaid, together with any other monies owing hereunder, whether or not due under the terms of the contract shall forthwith become due and payable. Any such termination shall be without prejudice to any claim or right we may otherwise possess.

6. CREDIT & RETURN POLICY

- If you have received goods that are faulty, damaged, short supplied or not as ordered, please contact
- Customer Service on 02 8064 3272 within 14 days from receipt of goods to request a credit.
- Please be advised that failure to advise us within 14 days will result in the request being declined.
- To arrange a return you also need to contact **mySupply Store Pty Ltd** within 14 days. At the time of the request you will receive a Return Number and return delivery instructions. This number must appear on all parcels returned to **mySupply Store Pty Ltd**.
- Do not write return number on product packaging, as this will damage packaging and invalidate your claim.
Please write the return number on the shipping label or tape a piece of paper, with the Return Number on it, to the box/es being returned.
- Returned goods must be in original packaging, unopened and in re-saleable condition to receive a credit.
- **mySupply Store Pty Ltd** will coordinate collection of goods. No responsibility will be taken for goods returned without the approval of **mySupply Store Pty Ltd**, or parcels that do not display a Return Number.
- Where goods are returned due **mySupply Store Pty Ltd** error, return freight will be met by **mySupply Store Pty Ltd**.