

APPLICATION FOR CREDIT

Westax Pty. Ltd. (ABN 13 646 019 838)

2/49 Biscayne Way, Jandakot WA 6164 brittany@allegrogates.com.au



APPLICATION DETAILS

Company name/applicant name:			
Registered trading name:			
Corporate structure:		Year established:	
ABN:		ACN:	
Address for service:			
Address of operation:			

Owner/Director full name:		License #:	
Date of birth:		Address:	
Owner/Director full name:		License #:	
Date of birth:		Address:	

Industry of Business:	
Estimated Monthly Spend:	
<input type="checkbox"/> I agree that in signing below, all purchases made on this account will be used for trade purposes	

Trade reference #1:	Company name:		
Email:		Phone:	
Trade reference #2:	Company name:		
Email:		Phone:	
Trade reference #3:	Company name:		
Email:		Phone:	

Monthly credit:	\$	Terms:	<input type="checkbox"/> 7 days <input type="checkbox"/> 14 days <input type="checkbox"/> 30 days <input type="checkbox"/> None
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(The term requested will be considered in your application, though the account terms approved will be provided to you)

Bank account name:		BSB	
ACC. #		Branch:	

Applicant name:		Representative signature:	
Representative title:		Date:	

TERMS AND CONDITIONS OF TRADE

- 1) Westax Pty. Ltd. may in assessing my/our application for credit or if the application is accepted and subsequently any payment becomes overdue obtain personal information and seek from a credit reporting agency or other credit provider information about my/our credit arrangement and I/we understand that this information may include my/you credit worthiness, credit history or credit capacity that the credit providers are allowed to give or receive pursuant to the Privacy Act and Privacy Amendment Act.
- 2) The applicant(s) must inform Westax Pty. Ltd. in writing within seven (7) days of any change of his/her their business details or corporate structure.
- 3) Westax Pty. Ltd. reserves the absolute right to refuse or withdraw the applicant(s) credit facilities at any time in the event that the applicant is in breach of these terms and conditions.
- 4) All contracts between Westax Pty. Ltd. and the Applicant shall be deemed to have been entered into in the State of Western Australia and shall be construed according to the laws of the State of Western Australia, and all legal proceedings which may be brought, to be held in Western Australia.
- 5) Westax Pty. Ltd. or any of it's representatives, reserve the following rights in relation to any goods provided to the applicant by Westax Pty. Ltd., until all accounts owed by the applicant to Westax Pty. Ltd. are fully paid:
 - a) legal ownership of the goods;
 - b) to enter the Applicant(s) premises, the premises of any associated company or agent where the goods are located or where the goods are installed) without liability for trespass or any resulting damage and retake possession of the goods; and
 - c) to keep or resell any goods repossessed pursuant to (2) above; If the goods are resold, or products manufactured using the goods are

sold, by the Applicant, the Applicant shall hold such part of the proceeds of any such sale as represent the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of the credit Provider and shall pay such amount to Westax Pty. Ltd. upon request.

- d) Notwithstanding the provisions above Westax Pty. Ltd. shall be entitled to maintain an action against the applicant for the purchase price and the risk of the goods shall pass to the Applicant upon delivery.
- 6) I/We acknowledge that if the account is overdue, Westax Pty. Ltd., at its discretion, reserves the right to refer the account to a Mercantile Agency for collection and I/We agree to be responsible to meet all reasonable costs, administration costs & commissions incurred in employing the said mercantile agent to collect the overdue account.
- 7) I/We acknowledge and agree that the terms of payment are stated in the acceptance of this application, and in the event the account becomes overdue, Westax Pty. Ltd. reserves the right to charge interest in accordance with current state legislation and/or place your account on STOP/HOLD credit as of the first day after the due date of invoices if the amounts remain outstanding.
- 8) Westax Pty. Ltd. reserves the right to request that the applicant(s) update their credit application information every, one (1) year and as a result some changes may be made to the details of your credit account. Refusal may also result in credit withdrawal.
- 9) Westax Pty. Ltd. will provide a monthly statement to all customers that hold a credit account with the Company and have a balance owing on the account. It is the Applicants responsibility to use this statement to reconcile their account and to notify the Accounts Department of Westax Pty. Ltd. of any variances with the documents or contents within.

By signing your application you understand that you are bound by the above terms and conditions of which it specifically requires, (please tick):

- The account to be paid on time.
- If the company cannot fulfil it's obligations, the director of the company will be liable to settle any outstanding amount owed to Westax Pty. Ltd. by guarantee.
- If the account is not settled Westax Pty. Ltd. will stop credit on any orders, enforce legal proceedings, engage the services of a debt collector, file for court judgement etc.
- Interest will be charged on accounts that exceed 60 days overdue.
- The equipment will be owned by Westax Pty. Ltd. until the account is fully paid, even if it has been resold or installed.
- Warranty will be void when the equipment is not paid for.
- If items are returned damaged or used, the applicant may be charged for the depreciation of the item, the repair of the item or the full cost if the item, depending on it's condition.
- A restocking fee of 12-24% will be charged on returns.

Applicant name:		Representative signature:	
Representative title:		Date:	

GUARANTEE

(Must be completed where applicant is a company or trust)

In consideration of the provision of credit and the sale of goods and services to the customer I/we, being Director/s or other authorised officer/s of the customer named in the application for the credit herein, hereby agree, by the execution of this application on behalf of the customer, to guarantee to Westax Pty. Ltd. the due and punctual payment and performance by the customer of all moneys terms and conditions contained in these terms of trade to be paid observed and performed and I/We shall not be released from liability under this Guarantee otherwise than by the payment in full of the moneys payable by and the performance and observance of all of the obligations of the customer under these terms and conditions of trade. I/we hereby agree to provide Westax Pty. Ltd. with any change of address or contact number, within 14 days of the changes occurring, to ensure the account is not held or closed due to the void Guarantee.

This Guarantee shall be continuing and shall not be discharged by the winding up of the customer and shall bind the successors and legal personal representatives of the Guarantor. I/We charge (and where this guarantee is executed by more than one person, jointly and severally charge) as beneficial owner all freehold and leasehold in land which I/We now have or during the currency of this agreement may acquire.

Director 1 signature:		Director 2 signature:	
Director 1 full name:		Director 2 full name:	
Director 1 contact:		Director 2 contact:	

Witness signature:		Witness signature:	
Witness full name:		Witness full name:	
Witness contact:		Witness contact:	

This guarantee is binding, as per the agreement, the _____ day of _____ month, 20____.
