



**ACCOUNT APPLICATION!**

Please complete in full and return all original (or photocopies of original) pages together with a Copy of your driver's license and email to [wholesale@makfitness.com](mailto:wholesale@makfitness.com)

**SECTION (A)**

**Incorporated name in full**

A.C.N:

A.B.N:

Type of Business: Company / Partnership / Sole Proprietor / Trust (Circle)

Is the Company acting as a Trustee? Yes / No (Circle)

**Name of Trust**

A.B.N:

Trading as:

**Registered Address of Business on Certificate of Registration**

Address:

Suburb:

State:

Postcode:

**Registered Address for Orders and Billing**

Address:

Suburb:

State:

Postcode:

Phone:

**Purchaser Contact**

First Name:

Last Name:

Address:

Suburb:  State:

Postcode:

Phone:

**Second Purchaser Contact**

First Name:

Last Name:

Address:

Suburb:  State:

Postcode:

Phone:

**SECTION (B) - DECLARATION:**

I hereby declare that the Information provided on this Application Is True and Correct and on behalf of the Applicant agree to the Terms of Credit, Terms of Sale and ownership of goods delivered clause.

Name:

Signature

Date:

The Signatory warrants that where there is more than one applicant or the applicant is a corporation that he or she has the authority to sign this agreement on their/its behalf.

**Agreed Terms and Conditions**

All goods are sold and delivered by us upon the following terms which you agree to by signing this document:

1. Payment shall be made prior to dispatch on all associated orders. The Total amount outstanding will fall immediately due upon any broken terms and conditions.
2. Settlement Discount of 3.5% applies if paid within 7 days of Invoice date unless otherwise agreed to the contrary. You may only take a discount for early settlement where payment in full takes place within the agreed terms and provided that no other amounts / invoices are outstanding.
3. Orders under \$300 will attract a freight charge.
4. Interest shall be paid on all amounts outstanding after 60 days from the end of the invoice date month. Such interest shall be due at the rate of 2% per month or part thereof and shall be calculated from the expiration of 60 days from the end of the invoice date month.
5. No account is deemed paid unless paid by cash or bank cheque or until the applicant's cheque or credit card has been paid by the applicant's bank.
6. Any monies paid by the applicant shall be firstly applied to payment of all interest owing and secondly in reduction of amounts charged for goods. Where monies are received in reduction of amounts charged for goods they shall be applied to indebtedness for goods which have been outstanding for the longest period so that the balance owing at any time shall represent goods most recently sold and invoiced. The date of any invoice shall be the sole indication of the date of sale for applying any monies paid in reduction of outstanding amounts.
7. In the event that subsequent to this application for credit, goods are ordered by and supplied to any corporation, firm or person carrying on business at the same premises as

the applicant now is or elsewhere in succession to the applicant or in the case of the applicant being connected with or employed by any corporation to which goods are supplied or in the case of the applicant retiring from any partnership or being in business under a business name, transfers the business to any other person who carries in under the same name then in all such events the applicant shall indemnify MAK Fitness Pty Ltd against failure to pay for the goods and shall be responsible for payment as though there had been no charges of any sort and as though the applicant was still carrying on business as at present.

8. If however, on any changes as aforesaid taking place the applicant notifies MAK Fitness Pty Ltd in writing of the changes then the applicant shall not be responsible after the date of written notification for any goods ordered after that date.

9. Returned goods will not be accepted without an authorisation number. Goods with an authorisation number must be returned by our preferred carrier.

MAK Fitness Pty Ltd will not accept freight costs for goods returned with or without authorisation numbers using other than our preferred carrier. Claims will only be accepted if made within seven days of delivery date. Goods will only be accepted if in original packaging and in pristine order and condition.

10. Modification to labels: You may not alter, remove or obliterate any labels we attach to the goods sold.

11. We reserve the right to correct clerical errors without notification.

12. The laws of Queensland govern this agreement.

13. All Legal costs incurred in the recovery of an unpaid account shall be paid by the customer of that account on settlement of the debt outstanding.

14. Ownership of Goods Delivered:

A. Property in the goods, notwithstanding that delivery to you may have taken place, shall only pass to you upon payment of all sums owing to us whether under this Agreement or any other Contract and until such time we have a right, at our option, to recover the goods and upon exercise of that right you agree to deliver up the goods to us and to allow our Employees or Agents the right to enter your premises for collection of the goods.

B. Where payment has not been made and we deliver the goods to you then and until payment is made or until the goods are sold in accordance with the following Sub-Clause you shall always hold the goods upon trust for us and to store the goods in a manner that is clearly consistent therewith.

C. Notwithstanding the foregoing you may sell the goods to a consumer during retailing business and deliver the goods to that consumer party provided always that if full payment has not been made to us for the goods at the time of such sale then all amounts paid by third

party will be held by you separately from other monies held by you and paid as soon as possible thereafter to

MAK Fitness as payment is paid to MAK Fitness Pty Ltd the third party shall not acquire a good title to the goods.

D. Notwithstanding that property therein may not have passed to you the goods shall be at your risk immediately upon delivery and upon acceptance all loss or damage goods whether caused by you or not and will further indemnify us against all claims, demands, suits and actions for loss or storage, display or use of the goods.

E. You agree that you will sell the goods by way of retail sales to the public and not to sell the goods to any other retailer, wholesaler or other third party trader. You acknowledge that breach of this agreement will result in legal action against you for damages, injunctive relief and all other remedies available. F. The purpose of these terms is to enable us to regain possession of the goods in the event of failure to pay, liquidation or receivership and is no way meant to be a reflection on our customers with an acceptable payment history and whom, we are sure, will understand our reasons for this action. Your acceptance of the goods upon delivery constitutes your unqualified acceptance of these terms.

15. Privacy Act Notice:

The Privacy Act allows MAK Fitness Pty Ltd to give credit reporting agency personal information contained in this application. Information which may be given includes particulars of your identity (including name, sex, date of birth, address, both current and previous, and in the case of an individual, driving license number and employer's name); the fact that you have applied for credit and whether credit is granted (including the amount); if payments have been overdue for more than sixty (60) days and whether collection action has commenced; whether cheques drawn in payment have been dishonoured more than once; when payment is no longer overdue or where payment has been made or the debt discharged; advice that payments are no longer overdue and the fact MAK Fitness Pty Ltd is a current credit provider to you. The Applicant confirms that MAK Fitness Pty Ltd, if it considers it relevant to assess the Application for credit, may use a report from a credit reporting agency to determine whether deferred payment or credit should be granted and the Applicant agrees to

MAK Fitness Pty Ltd obtaining a report as to the Applicant's consumer and commercial activities, credit worthiness and credit information. MAK Fitness Pty Ltd is authorised by the Applicant to give to and receive from a credit reporting agency or other provider a report containing consumer and commercial information regarding the Applicant's credit worthiness, standing, history and capacity. The Applicant understands that the information contained in this Application may be used to assess an application by the applicant for credit, to notify other credit providers of a default by the applicant, to exchange information with other credit providers as to the status of credit provided, where the Applicant is in default with other credit providers, and to assess the credit worthiness of the applicant.

Name:

Signature

Date:

### **OWNERSHIP OF GOODS DELIVERED**

All goods are sold and delivered by us upon the following terms:

A: Property in the goods, notwithstanding that delivery to you may have taken place, shall only pass to you upon payment of all sums owing to us whether under this Agreement or any other Contract and until such time we have a right, at our option, to recover the goods and upon exercise of that right you agree to deliver up the goods to us and to allow our Employees or Agents the right to enter your premises for collection of the goods.

B: Where payment has not been made and we deliver the goods to you then and until payment is made or until the goods are sold in accordance with the following Sub-Clause you shall always hold the goods upon trust for us and to store the goods in a manner that is clearly consistent therewith.

C: Notwithstanding the foregoing you may sell the goods to a consumer in the course of retailing business and deliver the goods to that consumer party provided always that if full payment has not been made to us for the goods at the time of such sale then all amounts paid by the third party will be held by you separately from other monies held by you and paid as soon as possible thereafter to MAK Fitness Pty Ltd as payment is paid to MAK Fitness Pty Ltd the third party shall not acquire a good title to the goods.

D: Notwithstanding that property therein may not have passed to you the goods shall be at your risk immediately upon delivery and upon acceptance all loss or damage to the goods whether caused by you or not and will further indemnify us against all claims, demands, suits and actions for loss or storage, display or use of the goods.

E: You agree that you will sell the goods by way of retail sales to the public and not to sell the goods to any other retailer, wholesaler or other third party trader. You acknowledge that breach of this agreement will result in legal action against you for damages injunctive relief and all other remedies available. The purpose of these terms is to enable us to regain possession of the goods in the event of failure to pay, liquidation or receivership and is not way meant to be a reflection on our customers with an acceptable payment history and whom, we are sure, will understand our reasons for this action. Your acceptance of the goods upon delivery constitutes your unqualified acceptance of these terms.

Name:

Signature

Date: