



47 Sturt St, Echuca, Vic 3564. Phone: 03 54807299
Email: info@rocksolidechuca.com

APPLICATION FOR COMMERCIAL CREDIT ACCOUNT

CUSTOMER: _____

A.B.N _____

(Please tick one of the following)

PARTNERSHIP/SOLE TRADER _____ COMPANY _____ TRUST _____

DATE BUSINESS COMMENCED: _____

ADDRESS _____

TELEPHONE No: _____ FACSIMILE No: _____

EMAIL ADDRESS _____

WOULD YOU LIKE INVOICES EMAILED TO YOU? Yes No

CONTACT NAME: _____

POSITION _____

POSTAL ADDRESS (If different from above) _____

PARTNERS NAMES & ADDRESSES IF PARTNERSHIP

DIRECTORS NAMES & ADDRESSES (OF COMPANY OR TRUSTEE COMPANY)

TRADE REFERENCES: (please include telephone numbers) three required.

_____ Fax _____ Phone _____

_____ Fax _____ Phone _____

_____ Fax _____ Phone _____

BANK _____ BRANCH _____ PHONE No _____

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CREDIT INFORMATION

The Customer and the person completing this Application authorise Rock Solid Gardening Supplies Pty Ltd, its staff and agents to make such enquiries as they deem necessary to investigate the credit worthiness of the Customer and the person completing this Application from time to time, including the making of enquiries with persons nominated as trade references, the bankers of the Customer, any credit provider or Credit Reporting Agency and including personal credit and consumer credit information (hereinafter called "the information sources"). The Customer and the person completing this Application hereby authorise the information sources to disclose to Rock Solid Gardening Supplies Pty Ltd such information concerning the Customer and the person completing this Application which is within their possession. The Customer and the person completing this Application agree that the information provided on its Credit Application concerning the Customer and the person completing this Application and any relevant trading information arising from any dealings between the Customer and Rock Solid Gardening Supplies Pty Ltd may be disclosed to a Credit Reporting Agency or any other interested person.

I/We hereby make application for a credit account facility with Rock Solid Gardening Supplies Pty Ltd, and I/We agree that the Terms and Conditions of Trade on page 3-4 will govern all dealings between the Customer and Rock Solid Gardening Supplies Pty Ltd

Signed _____ **Authorised Signatory/Director/Principal**

Name _____

Position _____

Any signatory for a proprietary Company applicant shall be personally liable for the due performance of the applicant's obligations as if the signatory was the applicant.

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To the fullest extent legally possible, all contracts made between ROCK SOLID GARDENING SUPPLIES PTY LTD and any Customer relating to any products, services or transactions are subject to the following Terms and Conditions of Trade (“these Terms”) unless otherwise agreed to in writing.

1. PAYMENT

- (a) is to be by cash, cheque, bank cheque or Electronic Funds Transfer without deduction within **30 days** from the end of each months trading.
- (b) ROCK SOLID GARDENING SUPPLIES PTY LTD reserves the right to recover, from the purchaser, all costs incurred in collection of overdue and outstanding accounts.

2. LIMIT OF LIABILITY:

- (a) The Customer agrees to limit any claim it makes to the cost of re-supply of equivalent products or the supply of services again.
- (b) ROCK SOLID GARDENING SUPPLIES PTY LTD shall not be liable for any claim, loss or expense arising which is made after 30 days from date of delivery of product or services (or at all once products have been on-sold or otherwise used or applied) after which there shall be deemed to have been unqualified acceptance.
- (c) ROCK SOLID GARDENING SUPPLIES PTY LTD will not be liable in any way for any contingent, consequential direct or indirect special or punitive damage arising in any way and whether due to negligence or otherwise and the Customer acknowledges this express limit of liability and agrees to limit any claim accordingly.
- (d) No other term, condition, agreement, warranty, representation or understanding whatsoever whether express or implied in any way extending to, otherwise relating to or binding upon ROCK SOLID GARDENING SUPPLIES PTY LTD other than these Terms, is made or given.

3. EXCLUSIONS:

- (a) Sample: No contract between ROCK SOLID GARDENING SUPPLIES PTY LTD and the Customer shall be or be deemed to be a sale by sample.
- (b) If ROCK SOLID GARDENING SUPPLIES PTY LTD publishes material concerning its business prices anything so published which is incompatible with these Terms is expressly excluded.
- (c) The Customer will rely on its own knowledge and expertise in selecting any product or services for any purpose. Any advice or assistance given for or on behalf of ROCK SOLID GARDENING SUPPLIES PTY LTD shall be accepted at the Customer’s risk and shall not be or be deemed given as expert or adviser nor to have been relied upon by the Customer.

4. PLACEMENT OF ORDERS:

- (a) In the event of any dispute arising over any order (and including any question of identity or authority or any telephone, facsimile, computer or e-mail order), the internal records of ROCK SOLID GARDENING SUPPLIES PTY LTD will be conclusive evidence of what was ordered in all respects.
- (b) Each order placed shall be and be deemed to be a representation made by the Customer at the time that it is solvent and able to pay all of its debts as and when they fall due.
- (c) Failure to pay in accordance with these Terms shall be and be deemed to be conclusive evidence that the Customer had no reasonable grounds for making the representation and the representations were unconscionable, misleading and deceptive.
- (d) When any order is placed, the Customer shall inform ROCK SOLID GARDENING SUPPLIES PTY LTD of any material facts which would or might reasonable affect any decision to accept the order and or grant credit in relation thereto and any failure to do so shall create and be deemed to create an inequality of bargaining position, shall constitute the taking of an unfair advantage of ROCK SOLID GARDENING SUPPLIES PTY LTD and to be unconscionable, misleading and deceptive.

Authorised Signatory _____

5. DELIVERY:

The Customer acknowledges and agrees that:

- (e) ROCK SOLID GARDENING SUPPLIES PTY LTD accepts no responsibility or duty for delivery and Council approved crossing facilities.
- (f) The Customer agrees to pay all costs and expenses arising from frustrated delivery or delays in delivery.
- (g) The Customer shall be responsible for any damage caused in the course of delivery whether to footpaths or any other property.
- (h) ROCK SOLID GARDENING SUPPLIES PTY LTD may unilaterally delay, cancel or suspend any delivery for any period or cancel any agreement for sale without any liability to any part.

6. RECOVERY COSTS:

The Customer will pay to ROCK SOLID GARDENING SUPPLIES PTY LTD the costs and expenses incurred by it or its solicitors, legal advisers, mercantile agents and other parties acting on ROCK SOLID GARDENING SUPPLIES PTY LTD's behalf in respect of anything instituted or being considered against the Customer whether for debt, possession of any products or otherwise.

7. VARIATION:

Variation or cancellation of these Terms or orders must be in writing.

8. DEFAULTS:

- a. Upon any default or breach by the Customer, Rock Solid Gardening Supplies Pty Ltd may by its discretion (inter alia) retain all monies paid, cease further deliveries, recover from the Customer all loss of profits arising and take immediate possession of any product not paid for, without prejudice to any other rights and without being liable to any party.
- b. The Customer agrees not to commence or continue or permit to be commenced or continued through it any suit OR action against ROCK SOLID GARDENING SUPPLIES PTY LTD whilst the Customer is in default under any part of these Terms or in any of its dealings with ROCK SOLID GARDENING SUPPLIES PTY LTD.

9. CUSTOMER RESTRUCTURE:

The Customer will notify ROCK SOLID GARDENING SUPPLIES PTY LTD in writing of any change in its structure or management including any change in director, shareholder or management or change in partnership or trusteeship and of the sale of any part of its business within 7 days of any such change or sale.

10. JURISDICTION:

The Customer agrees that all contracts made with ROCK SOLID GARDENING SUPPLIES PTY LTD shall be deemed to be made in the State/Territory nominated by ROCK SOLID GARDENING SUPPLIES PTY LTD and agrees to submit to the jurisdiction of the appropriate Courts nearest the Capital of the State/Territory.

11. INDEMNITY:

The Customer indemnifies ROCK SOLID GARDENING SUPPLIES PTY LTD against any claim or loss arising from or related in any way to any dealing between ROCK SOLID GARDENING SUPPLIES PTY LTD and the Customer or anything arising therefrom, including any liability arising under the Trade Practices Act or arising as a result of or subsequent to any breach of these Terms.

Authorised Signatory _____

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