

## Barrow & Bench

Geddes & George Pty Ltd ABN 36 161 005 161 trading as:

### Barrow & Bench Malvern

321 Unley Road Malvern SA 5061  
Tel 08 8272 8566 Fax 08 8271 4930  
Email [info@malvernmitre10.com.au](mailto:info@malvernmitre10.com.au)

## 30 DAY ACCOUNT APPLICATION

### APPLICATION FOR CREDIT

For Corporations, Registered Businesses, Partnerships, Sole Traders or Individuals.

#### DESCRIPTION OF THE CUSTOMER \*

Indicate if  Sole Trader  Partner  Individual

Company or Business Name: \_\_\_\_\_

Address (NOT PO Box) \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ Email for Accounts \_\_\_\_\_

Contact Name: \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Years in business: \_\_\_\_\_

Business premises owned/leased? \_\_\_\_\_ ABN/ACN: \_\_\_\_\_

Builders Licence #: \_\_\_\_\_

Do you need a) order number: \_\_\_\_\_ b) taken by: \_\_\_\_\_

c) job number: \_\_\_\_\_ d) password: \_\_\_\_\_

Residential Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Full Name: \_\_\_\_\_

\* PLEASE PRINT IN BLOCK LETTERS

**DIRECTORS / PROPRIETORS / PARTNERS DETAILS**

- 1. Full Name: \_\_\_\_\_  
Residential Address: \_\_\_\_\_  
Phone No: \_\_\_\_\_
- 2. Full Name: \_\_\_\_\_  
Residential Address: \_\_\_\_\_  
Phone No: \_\_\_\_\_

**CREDIT REFERENCES:**

- Name: \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ A/C No \_\_\_\_\_
- Name: \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ A/C No \_\_\_\_\_
- Name: \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ A/C No \_\_\_\_\_

Anticipated Monthly Purchases \$ \_\_\_\_\_

The Customer grants permission for the above to be contacted for a credit reference

The Customer certifies that the aforementioned information supplied is complete, true and correct

- Please tick this box if you would not like to have invoices and/or statements emailed to you. For this situation we will mail out your monthly statement.
- We will send you email notifications of sales, special offers, upcoming events and promotions. Please tick this box if you do **not** want to receive promotional notifications.

**TERMS AND CONDITIONS**

**1 General**

These terms and conditions shall apply in relation to all sales of goods by Geddes & George Pty Ltd ACN 161 005 161 trading as "Barrow and Bench Malvern" (**Company**) to the Customer described in this application for credit to which these terms and conditions form part (**Customer**). Any request from the Customer to the Company for the supply of goods shall constitute acceptance of these terms.

**2 Cancellation**

No order may be cancelled by the Customer without the written consent of the Company, irrespective of whether or not the Company has advised the Customer of its acceptance of that order.

**3 Payment**

- (a) Payment for all goods purchased from the Company is due at the time of purchase unless a credit account has been approved in which case payment shall be made by the Customer within 25 days from the end of the month in which the invoice is issued.
- (b) Legal and/or collection agency costs of recovery of any overdue amounts shall be recoverable by the Company as a debt due by the Customer.

- (c) The Customer shall be liable for all costs incurred as a result of any cheque or any electronic banking transaction being dishonoured for whatever reason.
- (d) Interest will be charged on overdue amounts at the rate of 1% per month (calculated daily).

#### **4 Collection and delivery of goods**

- (a) All goods must be collected within 14 days.
- (b) Delivery shall be made by the Company at the Customer's expense to the Customer's premises or in accordance with the Customer's instruction by such transport at the Company's discretion.
- (c) Risk shall pass to the Customer on delivery of the goods notwithstanding that property shall remain with the Company until those goods are paid for.
- (d) All times quoted for delivery are estimates only. The Company shall not be liable for any loss or damage, including consequential loss or damage, arising from delay in delivery or failure to deliver goods, either in whole or in part.
- (e) If the Customer is unable or unwilling to accept physical delivery of the goods when the goods are ready for delivery, the Company shall be entitled to charge a fee for any delay suffered, or to arrange for storage of the goods at the risk and cost of the Customer. All transportation, storage and other consequential costs shall be payable by the Customer.
- (f) The Company's obligation to deliver shall be discharged on delivery of the goods to the Customer's nominated delivery destination or nominated agent or carrier.

#### **5 Warranty, damages and claims**

- (a) Warranties imposed by statute law only apply to the goods. All other conditions, warranties and representations on the part of the Company are expressly excluded.
- (b) Damages for the breach of any warranty shall be limited to replacement or repair of the goods of the same cost only, at the Company's discretion.
- (c) No claim by the Customer for failure to supply goods conforming to the Customer's orders shall be valid unless made in writing to the Company within 7 days after receipt of the goods by the Customer.
- (d) The Company shall not be liable to the Customer for any loss of profits or consequential, indirect or special loss arising directly or indirectly from any defect in the goods or their installation (including if by reason of the Company's negligent act or omission or otherwise at common law).

#### **6 Returned goods**

- (a) goods may only be returned for credit within 14 days from receipt of the goods provided they are returned in prime condition and in original packaging.
- (b) Special orders will be subject to a return and handling fee of 30%.
- (c) The invoice number and delivery date must be quoted upon return.
- (d) If goods are specially manufactured to the Customer's requirements, goods may not be returned for credit.

#### **7 Retention of Title**

- (a) Title in and to any goods shall not pass to the Customer until payment in full for those goods is made to the Company.

- (b) The Customer acknowledges that until title in and to the goods passes to the Customer in accordance with this clause:
  - (i) the Customer holds the goods as bailee of the Company;
  - (ii) the Customer shall store the goods separately and in such a manner that they are clearly identified as the property of the Company; and
  - (iii) the Company shall be entitled at any time until title in and to the goods passes to the Customer to demand the return of the goods and, except where the Customer is an individual, shall be entitled without notice to the Customer and without liability to the Customer to enter (or have its representatives enter) any premises occupied by the Customer in order to search for and remove the goods.
- (c) The Customer acknowledges that if it sells, leases or otherwise deals with the goods or products incorporating the goods before title in and to the goods has passed to the Customer in accordance with this clause, it shall hold the proceeds of sale, lease or such dealing on trust for the Company in a separate account.
- (d) If title in and to the goods has not passed to the Customer in accordance with this clause, the Customer's implied right to sell, use or consume the goods shall immediately terminate upon the happening of any of the following events in respect of the Customer:
  - (i) the Customer makes default in any payment or is unable or states that it is unable to pay its debts as they fall due; or
  - (ii) where a corporation if under administration, provisional liquidation or liquidation as if a controller has been appointed; or
  - (iii) if an individual, being an insolvent under administration.
- (e) The Customer acknowledges that the Company has a security interest (for the purposes of the *Personal Property Securities Act 2009 (PPSA)*) in the goods and any proceeds described in sub-clause (c) until title passes to the Customer in accordance with this clause.
- (f) The Customer acknowledges that each security interest over goods (or their proceeds) arising under this clause is a purchase money security interest under the PPSA to the extent that it secures payment of the amounts owing in relation to those particular goods. The security interests arising under this clause attach to the goods when the Customer obtains possession of the goods.
- (g) The Customer agrees, at its cost in all things, to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Company asks and considers required for the purposes of:
  - (i) ensuring that the security interest is enforceable, perfected and otherwise effective, including if applicable, as a purchase money security interest;
  - (ii) enabling the Company to apply for any registration, complete any financing statement or give any notification, in connection with the security interest so that the Company has the priority it requires; or
  - (iii) enabling the Company to exercise rights in connection with the security interest.
- (h) The Customer agrees to pay or reimburse the reasonable costs of the Company in connection with anything required to be done under this clause.
- (i) The Company need not give any notice under the PPSA (including notice of a verification statement in respect of a registration event) unless the notice is required by the PPSA and the requirement to give it cannot be excluded.

- (j) The Company and the Customer agree that the parties are not required to disclose any information of the kind referred to in Section 275(1) of the PPSA.
- (k) If there is any inconsistency between the Company's rights under this clause and its rights under Chapter 4 of the PPSA, this clause prevails.
- (l) Terms used in the clause but not defined have the same meaning as in the PPSA.

**CUSTOMER ACCEPTANCE:**

The Customer requests the Company to open a Credit Account in the name of the Customer and to supply goods to the Customer.

In signing this document, the Customer agrees that all transactions will be governed solely and exclusively by the Terms and Conditions attached hereto. The Terms and Conditions override any terms and conditions of the Customer.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Position Held: \_\_\_\_\_

Date: \_\_\_\_\_

Please return this form to one of our stores in person or by mail - please DO NOT FAX.

**OFFICE USE ONLY**

Comments: \_\_\_\_\_ Approved/Rejected: \_\_\_\_\_

Signed by Credit Officer Date: \_\_\_\_\_

Account No.: \_\_\_\_\_ D/Code: \_\_\_\_\_ Credit Limit: \$ \_\_\_\_\_