

SOURCEDIRECT

FINE FOOD & BEVERAGES

CREDIT APPLICATION & TERMS OF TRADE

I the Applicant and (where the applicant is a company), the Directors;
Represent and warrant that the particulars set out below are true and correct in every detail, and Acknowledge
and agree that the supply of goods on credit is subject to the terms of trade and credit set out in this document

APPLICANT'S PARTICULARS

Tick whether: Sole Trader () Partnership () Corporation () Trustee ()

Full Trading name:
("The Applicant")

Company / Firm name:

ABN (if a company) _ _ _ _ _

Nature of Business:.....

Postal Address:

Suburb.....State Post Code.....

Delivery Address:

Suburb.....State Post Code.....

Phone No: () Fax No: ()

Mobile

Sales Contact person:

A/c's Contact.....

Email:

Terms, Our terms are strictly 14 days from date of invoice.

Trade References: 3 required

Company name
.....Contact.....Tel.....

Company name
.....Contact.....Tel.....

Company name
.....Contact.....Tel.....

Applicant's Signature:

Signed for and on behalf of the Applicant by:

Signature:

Position held:

Name

Date: / /

Witness signature:

Witness Name:

Source Direct Pty Ltd ABN 98 108 246 591 Level One, 110 Balmain Street, Richmond VIC 3121,
Australia.

M 0438 003 345 T 03 9427 0177 F 03 9421 4404

e: sourcedirect@bigpond.com w: www.sourcedirect.net.au

Proprietor / Partners / Directors Particulars & Personal Guarantee:

I/We, being Director(s) or Partner(s) of the Applicant, in consideration of the Suppliers agreeing to grant the Applicant an account for the supply of goods and services, or to continue to provide such an account, hereby jointly and severally personally guarantee payment of any debts and liabilities of the Applicant pertaining to the supply of goods by the supplier at any time and to indemnify the Supplier in respect of all such debts and liabilities. This Guarantee and Indemnity shall take effect immediately upon signing and may only be terminated on giving 2 months written notice.

<u>Full name & position</u>	<u>Residential Address</u>	<u>Tel number</u>	<u>Signature</u>
.....
.....
Witness name	Witness address		Witness signature
.....

CREDIT TERMS

1. Agreement that Source Direct Pty Ltd may seek consumer credit information (section 18k(1)(b), Privacy Act 1988). If Source Direct Pty Ltd considers it relevant to assessing my/our application for commercial credit, I/we agree to Source Direct Pty Ltd obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Source Direct Pty Ltd.
2. Exchanging information with other credit providers (section 18N(1)(b), Privacy Act 1988). I/we agree to Source Direct Pty Ltd obtaining personal information about me/us from other credit providers, whose names I/we have provided for Source Direct Pty Ltd or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Source Direct Pty Ltd.
3. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (section 18K(1)(h) Privacy Act 1988).

TERMS OF TRADE

On acceptance the legal relationship between the Applicant and Source Direct Pty Ltd (it's successors and assigns) will be regulated by the terms and conditions of this document ("the Contract"):

1. [Law] The laws of the State of Victoria apply to the Contract and the Applicant submits to the jurisdiction of the Courts of that State.
2. [Late deliveries and cancellation] Without limiting the operation of any other terms and Conditions herein, Source Direct is not responsible for any loss or damage caused by the late delivery or cancellation of an order or product.
3. [Orders] The Applicant may only cancel an order with the Suppliers consent and only on the basis that the Applicant meets all loss, damage, cost or expense incurred by the Supplier as a result of the cancellation of the order.
4. [Delivery Cost] The delivery cost/s to be paid by the Applicant shall be in accordance with delivery schedules issued by the Supplier from time to time. The goods will be shipped by the standard method of transport used by Source Direct Pty Ltd at the time of such shipping.
5. [Title] Title to goods supplied will only pass to the Applicant when the Applicant has paid all sums owing to Source Direct Pty Ltd for all goods supplied. Notwithstanding title may not have passed the Applicant may sell goods supplied by the Supplier to a third party in the ordinary course of its ordinary business.
6. [Fitness and Quality] Subject to any standards which may be set down from time to time by a duly authorised authority the Supplier will to the fullest extent permitted by law be the sole judge as to the fitness and quality of the goods.
7. [Payment] All payments for goods supplied must be paid within 14 days after delivery of the goods or on such other date as may be agreed in writing by the Supplier.
8. [Liability] Except as expressly provided in the Contract and to the fullest extent allowable by law, the Supplier will be under no liability to the Applicant at law or in equity or pursuant to the provisions of any statute, rule or regulation or otherwise for any claims, demands, losses, damages, costs and expenses arising out of or connected with the performance or non-performance of the Contract or any part thereof including, without limiting the foregoing, any act or omission of the Supplier, its officers, servants, agents, contractors or other representatives. The Applicant hereby indemnifies the Supplier, its officers, servants, agents, contractors or other representatives from and against all claims, demands, losses, damages, costs and expenses of any third party arising out of or connected with the performance or non-performance of the Contract or any part thereof including, without limiting the foregoing, any act or omission of the Supplier, its officers, servants, agents, contractors or other representatives.
9. [Statutory Liability] If any condition, warranty or obligation is implied in the Contract or imposed on the Supplier by virtue of the legislation then to the extent to which the liability of the Supplier in respect of any such condition, warranty or obligation cannot be or is not otherwise excluded, restricted or modified by the Contract then the liability of the Supplier will to the fullest extent allowable by law be limited to an amount equal to the price referred to in the invoice and at the Suppliers discretion:
 - a. the replacement of goods or the supply of equivalent goods;
 - b. the repair of goods;
 - c. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - d. the payment of the cost of having the goods repaired.
10. [Termination] The Supplier may cancel or suspend the Contract at any time without affording a reason. In the event of cancellation or suspension the Supplier will not be liable for any loss, damages, costs or expenses howsoever arising from such cancellation or suspension.
11. The Applicants rights under the Contract can not be transferred or assigned without the prior written consent of the Supplier, which consent may be issued conditionally.

END

Source Direct Pty Ltd ABN 98 108 246 591 L1/110 Balmain Street, Richmond VIC 3121, Australia.

M 0438 003 345 T 03 9427 0177 F 03 9421 4404

e: sourcedirect@bigpond.com w: www.sourcedirect.net.au

Source Direct Pty Ltd ABN98 108 246 591 L1/110 Balmain Street, Richmond VIC 3121, Australia.
M 0438 003 345 T 03 9427 0177 F 03 9421 4404
e: sourcedirect@bigpond.com w: www.sourcedirect.net.au
