

New Account/Credit Application Form

Business Name:

A.B.N.:

Nature of Business:

Type of Business (Tick One Box):

Sole Trader – Name of Individual:

Company – Full Name: A.C.N.:

Partnership – Names of All Partners:

Trading Address:

Address for Delivery of Goods (If Different):

Phone: Fax: Mobile:

Email Address:

Bank & Branch Details:

INFORMATION ABOUT TWO OWNER(S), DIRECTOR(S) OR PARTNERS

Name: Name:

Private Address: Private Address:

Phone: Phone:

Drivers Licence No: Drivers Licence No:

TRADING REFERENCES

Details of three other suppliers who make supplies to your business on credit of 7 days or more:

| | SUPPLIER NAME | ADDRESS | EMAIL | FAX | SUPPLIER OF: |
|---|---------------|---------|-------|-----|--------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

Credit Limit Request Amount: \$

ACCOUNT TERMS

1. The business above ("You") acknowledge that the terms and conditions relating to this application and account are binding on you even if Coastal Kitchens QLD P/L T/A Coastal Kitchenware Bundall ("We") advise or allow you a credit limit that is different (whether higher or lower) than the amount requested above.
2. You warrant that the information submitted above is true and correct in every particular. You must advise if any of the owners or directors above ceases to be an owner or director.
3. Without limiting our rights to obtain or exchange information, you consent to us contacting the bank listed above and obtaining information from it regarding your holdings at that bank, and you consent to us contacting the trading references listed above for references.
4. Returns, credits and other claims will only be accepted if authorised by us and if they are notified within 7 days of receipt of goods, or 7 days of invoice if you believe short delivery has occurred. Goods may only be returned if prior authority has been obtained and then only by carrier approved by us. A handling charge may apply to returned goods. This clause does not affect any statutory rights you may have.
5. Ownership of goods does not pass to you until you have paid in full for all goods purchased from us. Goods are at your risk from the time goods are dispatched from Coastal Kitchenware Bundall, whether collected by you or by an agent or carrier on your behalf. Unless we receive other instructions from you in advance, we shall use our carrier and pre-pay the freight charges on your behalf, which charges you must reimburse by the same due date as payment for the goods themselves.
6. The credit period at the end of which payment is due for goods purchased commences on the day that those goods are dispatched from Coastal Kitchenware Bundall. Amounts become overdue immediately after the expiry of the credit period. Goods will not be supplied to overdue accounts until such time as the account is paid in full. You will indemnify us on demand against all legal costs, debt collection agency fees and other losses or expenses incurred in connection with your account being overdue, including in connection with recovery of amounts owed to us or recovery of goods supplied by us where ownership has not passed to you, and for deterioration in condition or depreciation in value of such goods. All such amounts will form part of the overdue amount. We reserve the right in our absolute discretion to charge fees on overdue accounts, up to 12% p.a. of the overdue amount by way of simple interest calculated daily, or \$2.00 per day, whichever is the greater.
7. To the extent permitted by law, all statutory or implied warranties that may apply to goods supplied by us are hereby excluded and our obligation under any warranty that cannot be excluded is limited at our option to the replacement of the goods or supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of the repair of the goods. We expressly exclude any liability that may otherwise arise in relation to this application, account or the provision of goods for indirect or consequential loss or damages, including without limitation for loss of profits.
8. Notwithstanding anything else in this agreement, we can terminate or suspend your account at any time, in our absolute discretion.
9. If any provision in this application or relating to this account is invalid or unenforceable, it should be read down or severed as required and all other provisions will remain in full force and effect.
10. This application and the account are governed by the laws of the State of Queensland.

CONSENT RELATING TO INFORMATION

Once your account is established, we will be a "credit provider" within the meaning of the Privacy Act 1988 (Commonwealth). Terms used in this section have meanings given to them in that act.

In connection with our consideration of this application and at any time after an account has been established, you and the listed individuals associated with your business who have signed below consent to us:

1. Collecting personal information about your business and/or listed individuals associated with your business and using it in connection with this application, this account and purchases made by you or those individuals from us.
2. Obtaining information about the commercial activities or commercial credit worthiness of your business and/or listed individuals associated with your business, from a business which provided information about the commercial credit worthiness of persons.
3. Obtaining consumer credit information about listed individuals associated with your business.
4. Obtaining from a credit reporting agency a credit report containing personal credit information about listed individuals associated with your business.

5. Obtaining personal information, including any information about credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988, with respect to your business and/or listed individuals associated with your business from other credit providers, either named as suppliers on credit in this application or named in any credit report issued by a credit reporting agency, for any of the following purposes:
 - (a) To assess the credit worthiness of your business and/or listed individuals associated with your business;
 - (b) To assess this application for credit;
 - (c) To help avoid default on credit obligations by your business and/or listed individuals associated with your business; or
 - (d) To notify a default on credit obligations.
6. Providing information about your business and/or listed individuals associated with your business with other credit providers, including information contained in a credit report, for any purpose specified above.
7. Providing any of the following information about your business and/or the listed individuals associated with your business to a credit reporting agency or to another credit provider:
 - (a) Identity details, including but not limited to the details on this application;
 - (b) The fact that credit has been applied for and the amount requested and/or provided;
 - (c) Details of payments overdue for at least 60 days, if we have taken any steps to recover those payments including making a written request for payment;
 - (d) Details of cheques which have been dishonoured more than once;
 - (e) If we have formed the opinion that a serious credit infringement has been committed.

ALL ABOVE TERMS ARE SIGNED AND CONSENTED TO ON BEHALF OF THE BUSINESS:

Signed by the business as a deed. Signature:

Name of Signatory (Must be an Individual Listed above):

Title of Signatory (e.g. Managing Director):

CONSENT REGARDING PRIVACY AND CREDIT INFORMATION BY INDIVIDUALS ABOVE:

Name: Name:

Signature: Signature:

PERSONAL GUARANTEE BY THE INDIVIDUALS LISTED ABOVE:

The undersigned unconditionally guarantee all obligations of the above business in relation to this application, the account and purchases from us by the business and indemnify us against breaches of those obligations and all associated costs or expenses. This is a continuing guarantee not released by waiver or forbearance by us and also applies if obligations of the business are unenforceable for any reason. Signed as a deed:

Name: Name:

Signature: Signature:

Signature of Witness: Signature of Witness:

Name of Witness: Name of Witness:

Date of Signing: Date of Signing: