

**CREDIT APPLICATION**

Date of application: \_\_\_\_/\_\_\_\_/\_\_\_\_

**A. BUSINESS DETAILS**

Registered Business Name (in full): \_\_\_\_\_

Trading as (if different from above): \_\_\_\_\_

A.B.N. or A.C.N. (provide copy of registration): \_\_\_\_\_

Company Mailing Address: \_\_\_\_\_

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

Place of Business/Delivery Address: \_\_\_\_\_

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

Type of Main Business: \_\_\_\_\_ Email Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Period of time business established: \_\_\_\_\_ Number of employees currently on payroll: \_\_\_\_\_

Purchasing Manager: \_\_\_\_\_ Accounts Payable Officer: \_\_\_\_\_

Anticipated monthly purchase: \$ \_\_\_\_\_ Amount of credit requested: \$ \_\_\_\_\_

**B. APPLICANT DETAILS**

Full names and addresses of (please tick appropriate box):

DIRECTORS (if a company)  PARTNERS  SOLE TRADERS  TRUST

Applicant Name (1): \_\_\_\_\_ Driver's Licence No.: \_\_\_\_\_

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

D.O.B.: \_\_\_\_\_ Phone Number: ( ) \_\_\_\_\_ Mobile: \_\_\_\_\_

Applicant Name (2): \_\_\_\_\_ Driver's Licence No.: \_\_\_\_\_

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

D.O.B.: \_\_\_\_\_ Phone Number: ( ) \_\_\_\_\_ Mobile: \_\_\_\_\_

**C. TRADE REFERENCES** (please provide full details to prevent delays in processing)

Company Name (1): \_\_\_\_\_ Contact Person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Company Name (2): \_\_\_\_\_ Contact Person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Company Name (3): \_\_\_\_\_ Contact Person: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

**For BEYOND office use only**

Credit Limit Approved Amount: \$ \_\_\_\_\_ Terms (days): \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS & CONDITIONS OF SALE

In respect of the purchase of any and all goods (hereinafter referred to as the "Goods") from Beyond Holdings Pty Ltd (hereinafter referred to as "Beyond"), the applicant of this Credit Application (hereinafter referred to as the "Purchaser") is deemed to purchase and accept delivery of the Goods upon the following terms and conditions.

### 1. DEFINITIONS

In these terms and conditions:

"Contract" means a contract to sell Goods arising on Beyond's acceptance of a Purchase Order placed by the Purchaser for Goods;

"Invoice" means the invoice issued by Beyond under a Contract setting out certain terms of the Contract, including the Purchase Price payable for the Goods;

"Purchase Price" means the purchase price payable for the Goods set out in the Invoice;

"Purchase Order" means any offer made by the Purchaser to Beyond to purchase Goods from Beyond in accordance with these terms and conditions;

"Event of Default" means any event specified in Clause 9; and

"Due Date" means the due date for payments by the Purchaser as specified on an invoice, statement or otherwise.

### 2. THE CONTRACT

- (a) The terms of each Contract are these terms and conditions and the Invoice which together constitute the entire agreement between Beyond and the Purchaser.
- (b) These terms and conditions apply to all sales of Goods to the Purchaser and override any other terms or conditions express or implied that would otherwise apply including:
  - (i) any terms or conditions set out or referred to in any Purchase Order, delivery, receipt or other documents of the Purchaser; or
  - (ii) any inconsistent terms in an invoice
- (c) Beyond may vary these terms and conditions at any time after giving at least 7 days notice to the Purchaser.
- (d) These terms and conditions are varied and do not apply to any Contract already in existence.
- (e) By accepting a delivery of Goods supplied in response to a Purchase Order, the Purchaser accepts these terms and conditions.

### 3. TERMS OF PAYMENT

- (a) Beyond's payment terms are advised to the Purchaser and shall remain enforced unless prior notice is given to the Purchaser and the payment terms are to be determined at Beyond's sole and unfettered discretion.
- (b) Beyond reserves the right at all times, without prior notice and at Beyond's absolute discretion to:
  - (i) refuse to grant credit;
  - (ii) withdraw credit;
  - (iii) stop supply of Goods, whether paid for or not, if the Purchaser's credit account is overdue;
  - (iv) require new credit application/ personal guarantee; or
  - (v) charge interest due on overdue amounts at the then applicable rate pursuant to the Penalty Interest Rates Act (Vic) 1983.
- (c) In case of a disputed invoice, all other invoices remain due according to these terms and conditions.

### 4. CREDIT LIMITS

Credit limits shall be established by Beyond at Beyond's sole discretion and shall be confirmed to the Purchaser in writing prior to the commencement of trade.

### 5. RISK

- (a) If it is the responsibility of Beyond to deliver Goods to the premises of the Purchaser or such other premises as specified by the Purchaser, risk or loss and/or damage to the Goods passes to the Purchaser when the Goods are delivered to such premises.
- (b) If it is the responsibility of the Purchaser to take delivery of the Goods from Beyond's premises or such other premises at which the Goods may be located, risk or loss and/or damage to the Goods passes to the Purchaser when the Goods are loaded for dispatch from Beyond's premises or such other premises at which the Goods may be located for delivery to the Purchaser even if Beyond arranges or agrees to pay for the carriage or insurance of the Goods in transit.

### 6. PROPERTY

- (a) Notwithstanding clause 5, title to and property in the Goods shall not pass from Beyond to the Purchaser and full legal and beneficial ownership of the Goods shall remain with Beyond so long as and until the Purchaser has paid the Purchase Price for the Goods in full, together with all sums owing by the Purchaser to Beyond on any other account whatsoever.
- (b) Until the title to and property in the Goods has passed to the Purchaser in accordance with clause 6(a), without prejudice to Beyond's other rights;
  - (i) the Purchaser holds Beyond's Goods as fiduciary and as bailee for Beyond;
  - (ii) the Purchaser must store the Goods separately from those belonging to any other person to show clearly that they belong to Beyond;
  - (iii) if the Purchaser sells all or any part of delivery of Goods to a third party, the proceeds of such sale of Goods shall be held by the Purchaser as trustee for Beyond (to the extent that such proceeds do not exceed the Purchase price for the Goods in full, together with all other sums owing by the Purchaser to Beyond on any other account whatsoever) and the Purchaser must account to Beyond for those sums; and
  - (iv) the Purchaser agrees not to combine the Goods with any other goods in such a way as to make it impossible to separate the Goods from the other goods.
- (c) The Purchaser shall indemnify Beyond against, and pay to Beyond, immediately upon demand, all and any loss, damage, cost charge, or expense or other liability (including but not limited to consequential loss, loss of profits and legal costs) whatsoever and howsoever incurred or sustained by Beyond, as a result of or in relation to the exercise by Beyond of its rights under this clause 6 on a full indemnity basis.

### 7. DELIVERY

- (a) Delivery of Goods to the Purchaser and pick up of faulty Goods from Purchaser is to be arranged by Beyond. Freight charges are as follows for Goods delivered to the Purchaser:  
Delivery charge is **Free** for any purchase over **\$100.00 (GST exclusive)** (major Australian capital cities).  
Delivery charge is **\$12.50 (GST exclusive)** for any purchase below **\$100.00 (GST exclusive)**.  
All standard delivery is overnight Australia wide; country areas may vary depending on location.  
Delivery costs for Goods (including faulty items) returned from Purchaser to Beyond are borne by the Purchaser unless goods were sent to the Purchaser in error by Beyond.
- (b) Purchasers using their own freight carrier are liable for their own freight and insurance. It is then the responsibility of the Purchaser to arrange pick up from Beyond's warehouse or to send Goods back to Beyond.
- (c) The Purchaser is not relieved of any obligation to accept or pay for Goods because of a delay in a delivery or any part of a delivery.

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- (d) If an event occurs beyond the control of Beyond that affects the manufacture or delivery of Goods, Beyond is entitled to deliver part only of a Purchase Order, suspend a delivery, extend the time for delivery or cancel the Purchase Order.

#### **8. WARRANTY**

- (a) All products supplied by Beyond are covered by a limited replacement warranty against defective workmanship or material for twelve (12) months, except repair parts which are limited to six (6) months, from date of purchase by the Purchaser from Beyond. This warranty is limited to **repair or replacement** of the faulty Goods, at Beyond's absolute discretion.
- (b) In the event that the Purchaser considers that Beyond has delivered Goods incorrectly, the Purchaser shall notify Beyond within 48 hours of receipt of Goods. If the Purchaser fails to notify Beyond of its rejection of the delivery and the reasons therefore, within such time period, the Purchaser shall be deemed to have accepted such consignment and be bonded to the terms and conditions of this Contract. Beyond does not accept the return of Goods that have been correctly supplied.
- (c) This warranty does not apply to the cost incurred for removal or re-installation, resulting from normal wear and tear, alteration, physical abuse, misuse, neglect accident, or **consequential loss** which may occur directly or indirectly from the use of the Goods sold.
- (c) Any claims for credit on returned goods must be accompanied by an official **Beyond Replacement Warranty Claim Form** or an equivalent form, quoting Beyond's original invoice number, item code, quantity, purchase price and reasons for return. No replacement shall be given to the Purchaser until the claims are approved by Beyond.
- (d) If any returned Goods are determined by Beyond not to be faulty as claimed, the Purchaser shall be liable to accept the returned Goods and a delivery fee. Should replacement be made prior to the approval of Beyond, the Purchaser is liable to purchase the returned Goods and be charged a delivery fee.
- (e) If the warranty claim is approved, the Purchaser may have the option of the replacement of the same Goods or claiming the credit to the value of the lowest paid price if no replacement or repair is possible.
- (f) Under no circumstances will Beyond accept goods for **stock rotation** unless with expressed prior approval from Beyond, in which approval remains at Beyond's sole and unfettered discretion. Goods returned for stock rotation without prior consent from Beyond will be duly returned to the Purchaser and be charged a delivery fee.
- (g) An account in credit for with no purchase activity for a period of 12 months or more will be cancelled the credit deemed forfeited by the Purchaser.

#### **9. DEFAULT**

- (a) It is an Event of Default if:
- (i) the Purchaser breaches any term of a Contract;
  - (ii) the Purchaser fails to pay any indebtedness to Beyond when due;
  - (iii) the Purchaser suspends payment of its debts generally;
  - (iv) the Purchaser ceases to carry on business;
  - (v) the Purchaser's financial condition makes it unlikely in Beyond's opinion that the Purchaser will perform its obligations under the Contract or under any other contract with Beyond;
  - (vi) any asset of the Purchaser or any of the Goods in the possession of the Purchaser which have not been paid in full are seized under legal process issued against the Purchaser;
  - (vii) the Purchaser fails to satisfy any judgement against within seven (7) days after the date of judgement;
  - (viii) a receiver, receiver and manager, provisional liquidator, liquidator, administrator, trustee, official manager or similar official is appointed over any of the assets or undertaking of the Purchaser;
  - (ix) the Purchaser is or is deemed by law to be unable to pay its debts;
  - (x) the Purchaser makes any arrangement, composition or compromise with or assignment for the benefit of, its creditors or members or with any class of its creditors or members;
  - (xi) where the Purchaser is a corporation, an application or order is made for the winding up of the Purchaser; or
  - (xii) where the Purchaser is a natural person, the Purchaser:
    - (A) is charged with any indictable offence; or
    - (B) dies or becomes incapable or of unsound mind or becomes liable to be dealt with under any law relating to mental health.
- (b) At any time after the Event of Default occurs, Beyond may do all or any of the following:
- (i) go onto the Purchaser's premises or any other premises where the Goods may be held, re-take possession of any Goods which remain the property of Beyond and sell those Goods to any other person;
  - (ii) require the Purchaser to pay any debt collection related costs incurred by Beyond as a result of Default and the Purchaser to pay interest on any overdue payment from the Due Date up to the date of actual payment, compounded each quarter, at the then applicable rate pursuant to the Penalty Interest Rates Act (Vic) 1983.
  - (iii) declare all sums outstanding or which become outstanding after the Due Date from the Purchaser to Beyond immediately due and payable, or where no invoice has been submitted, will become immediately due and payable on presentation of an Invoice; and
  - (iv) cancel any outstanding Purchase Orders.

#### **10. PRICES & VALIDITY**

All prices quoted are subject to change without notice, and include Goods and Services Tax (GST) unless otherwise stated.

#### **11. GENERAL**

- (a) These terms and conditions are governed by the laws of Victoria.
- (b) No waiver or alteration of these terms and conditions shall be binding upon Beyond unless a duly authorised officer of Beyond assents to the same in writing.
- (c) The rights, duties and remedies granted or imposed under these terms and conditions operate to the extent not excluded by law.
- (d) If any clause, sub-clause or sub-set of this Contract is deemed void, invalid or unenforceable by law, it will not affect the validity of the rest of this Contract.

#### **GUARANTEE**

IN CONSIDERATION of your having at my/our request agreed to supply the Applicant with the Goods, I/we the undersigned agree with you as follows:

- i) To guarantee to you the payment by the Applicant for all Goods so supplied by you to the Applicant;

Initial: \_\_\_\_\_

- ii) This guarantee shall be a continuing guarantee and security and my/our liability under it shall not be affected by your giving time or any other indulgence to the Applicant;
- iii) No changes in the constitution of your company shall impair or discharge my/our liability under this guarantee;
- iv) In order to give effect to this guarantee, I/we declare that you shall be at liberty to act as though I/we were a principal debtor and I/we waive all and any of my/our rights as guarantor which may at any time be inconsistent with any of the above provisions.

**DECLARATION**

- i) I/We the undersigned declare that the information provided by me/us in support of this application is true and correct in every particular.
- ii) I/We agree to be bound solely by your Terms and Conditions as detailed above and I/we further agree that any Terms and Conditions of purchase that may be incorporated in any order, acceptance of quotation or any other document delivered by me/us, shall unless those Terms and Conditions are agreed to in writing by your duly authorised representative, have no legal effect.
- iii) I/We understand that by signing this application, I/we accept your terms and agree to act as Personal Director(s) and Guarantor.
- iv) I/We agree that any legal costs incurred by you on a solicitor and own client basis in the recovery of any monies due by me/us shall be recoverable in full from me/us.
- v) I/We hereby certify that I am authorized to sign this application on behalf of the applicant.

**Privacy Act Acknowledgement/Authorities**

Notice of disclosure of information to a credit reporting agency

Under s.18E(8) (c) of the Privacy Act, Beyond Holdings Pty Ltd is allowed to give a credit reporting agency personal information about your credit application. The information which may be given to an agency is covered by s.18E(1) of the Act and includes:

- Identity particular as permitted by the Privacy Commissioners determination and the fact that you have applied for credit and the amount.
- The fact that Beyond Holdings is a current credit provider to you and that credit provided to you by Beyond Holdings Pty Ltd has been paid or otherwise discharged.
- Payments which become overdue outside of agreed trading terms, and for which collection action has commenced and advice that payments are no longer overdue.
- In specific circumstances, that in the opinion of Beyond Holdings Pty Ltd you have committed a serious credit infringement.

Agreement that Beyond Holdings may seek commercial credit information (s.18L(4))

If Beyond Holdings Pty Ltd consider it relevant in assessing my/our application for credit, I/we agree to Beyond Holdings Pty Ltd obtaining a report about my/our commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons/companies.

Agreement that Beyond Holdings Pty Ltd may seek consumer credit information (s.18K(1)(b))

If Beyond Holdings Pty Ltd consider relevant in assessing my/our application for commercial credit. I/We agree to Beyond Holdings Pty Ltd obtaining a report from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Beyond Holdings Pty Ltd.

Agreement to Beyond Holdings Pty Ltd seeking from or giving to other credit providers details about my/our credit worthiness (s18N(1)(b))

I/We agree that Beyond Holdings Pty Ltd may give to and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements/trading terms. I/We understand that this information can include any information about my/our 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. I/We understand the information may be used for the following purposes:

- To assess my/our application for credit/credit worthiness.
- To exchange information with other credit providers as to the status of this credit account where I am/we are in default with other credit providers or to notify other credit providers of a default by me/us.

Note: Please ensure all fields on Page 1 are completed as much as possible to prevent delays in processing and all Applicants sign the below to ensure your Credit Application is complete for it to be accepted. Please initial all pages prior to signing.

Guarantor (1) Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Please indicate if: DIRECTOR  PARTNER  SOLE TRADER

Guarantor (2) Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Please indicate if: DIRECTOR  PARTNER  SOLE TRADER

Guarantor (3) Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Please indicate if: DIRECTOR  PARTNER  SOLE TRADER

ORIGINAL SIGNED COPY MUST BE SENT BACK TO BEYOND HEAD OFFICE.

Initial: \_\_\_\_\_