



Coast 2 Coast Mounts

APPLICATION FOR COMMERCIAL CREDIT – 30 DAY TRADING ACCOUNT

CUSTOMER ACCOUNT DETAILS: (Hereinafter referred to as the “Customer”).

1. Account to be in the name of _____ ABN No: _____
2. Account postal address: _____
3. Trading address (if different from mailing address) _____
4. Registered Office (if Company) _____
5. Account Contact Name: _____ Title: _____
Telephone No: () _____ Fax No: () _____
Mobile No: _____ email address: _____
Web Site Address: _____

6. Business Structure:

- | | | |
|---|--------------------------------------|--|
| <input type="checkbox"/> Sole Trader | <input type="checkbox"/> Partnership | <input type="checkbox"/> Pty Ltd Company |
| <input type="checkbox"/> Trading Name for a Pty Ltd Company | | <input type="checkbox"/> Other |

Nature of Business _____

How long has the business been operating? _____

7. Are Trading Premises Owned Yes No or Leased? Yes No
If Leased, Name of Agent: _____ Agent Phone No: () _____
Lease Period From: _____ To: _____

8. Details of Credit Applicant (**Delete as appropriate**) Name of Director(s)/ Proprietor(s)/Partner(s)/Individual(s)

| Full Name | Residential Address | Telephone No: | Driver Licence No: |
|-----------|---------------------|---------------|--------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

9. Trade References: (Minimum of five to be supplied)

| Supplier: | Branch: | Contact name: | Telephone/Fax No: | Average Monthly Purchase: |
|-----------|---------|---------------|-------------------|---------------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

10. Bank: _____ Branch: _____ Acct No: _____

I/WE THE CUSTOMER ACKNOWLEDGE AS FOLLOWS:

11. **COMMERCIAL CREDIT TRADING TERMS AND CONDITIONS:** To having received the Commercial Credit Trading Terms which were attached to this application.
12. **PERSONAL GUARANTEE & INDEMNITY.** That if the Customer is a Company, then the Directors will execute the Personal Guarantee & Indemnity on the reverse of this Application.

13. **DUTY OF DISCLOSURE.** The Customer Warrants not to be in receipt of any information, notice or court proceedings that may lead to Bankruptcy, Appointment of an Administrator, Controller or Managing Controller, Receiver or Receiver Manager or Liquidator, and that the Customer does not intend to enter into any scheme of arrangement with creditors either formally through a court, or otherwise. Further the Customer Warrants that none of its directors have been a director of a company placed in liquidation or administration, or has been declared a bankrupt or entered into an arrangement, under the under the Bankruptcy Act 1966 (as amended).
14. **PRIVACY ACT.** You authorise the Supplier to obtain from a credit reporting agency details of your personal and commercial credit information if required by the Supplier for the purpose of assessing this credit application.

THIS IS TO CERTIFY: that I/We have read, understand and accept the Commercial Credit Trading Terms and Conditions, and further acknowledge that I/We understand & accept paragraphs 11 – 14 above, and that I/We are authorised to make this application on behalf of the Customer, and without undue pressure or unfair tactic, append my/our signature hereunto:

APPLICATION:

***** NOTE: IF COMPANY SEE OVERLEAF FOR PERSONAL GUARANTEE & INDEMNITY *****

Signature:
Printed Name:

Date:
Position/Title:

Signature:
Printed Name:

Date:
Position/Title:

Terms and Conditions of Trade

For Account Holders

These Terms and Conditions apply to all our sale of goods contracts. Any order placed with Coast 2 Coast Mounts ABN 67 069 766 754 ('we', 'our', 'us' or 'Coast 2 Coast Mounts') constitutes your ('you' or 'your') agreement to be bound by these terms. Any additional or different terms you stipulate or state in any communication with us (including any order) are hereby objected to and will not bind us unless we agree in writing.

No sales representative or agent is authorised by us to give any guarantee, warranty or representation in addition to, or contrary to these conditions. In any event, receipt of goods by you (or another as you direct) upon delivery constitutes your agreement to be bound by these terms.

1. Sale & Purchase

1.1. Your placement of an order with us ("Order") constitutes an offer by you to purchase goods from us on these terms. The Order is placed when it is submitted to us.

1.2. The Order is accepted only when we notify you that we accept your Order. For example, we might notify you that we accept your Order by sending you an e-mail stating this or displaying a confirmation on our website. Delivery of goods constitutes notice of our acceptance of the order.

1.3. If we accept the Order, a binding contract between you and us will arise on these terms (the Contract). The Contract may be amended only by written agreement between us and you.

2. Price and Price Variation

2.1. The prices quoted in our price lists and advertising literature are for guidance only. Unless otherwise agreed in writing, the contract price of the Goods will be as stated in our price list(s) current on the day of delivery of the Goods. Prices do not include any delivery or administrative surcharges.

2.2. Coast 2 Coast Mounts may adjust any price quoted from time to time and you agree to pay any such adjusted price to take account of variations in the cost to Coast 2 Coast Mounts of carrying out the whole or any part of the contract arising from any of the following:

- a) delays in delivery or installation of the Goods or any of them as a result of instructions or lack of instructions from you, your failure or inability to fulfill the obligations under the Contract or any action or inaction by you or other circumstances beyond our control;
- b) variation in the cost of Coast 2 Coast Mounts acquiring the Goods, directly or indirectly, on account of changes in rates of freight and transport costs, insurance, customs duties, taxes, existing tariff classifications or any variation in currency exchange rates;
- c) variations in the rates of, or the costs of complying with, all statutory, government or local government or governmental authority charges and obligations; or
- d) any correction of errors or omissions on the part of Coast 2 Coast Mounts or any of its representatives.

2.3. Coast 2 Coast Mounts has the right to impose administrative fees for orders under certain dollar values.

3. Goods & Services Tax

3.1. All goods are sold subject to goods & services tax (GST) unless the goods are classified as GST exempt.

4. Payment

4.1. The purchase price will be paid to Coast 2 Coast Mounts at its address by the end of the month following the month in which the invoice is dated. Payment will not be accepted by any means other than cash, cheque, direct credit or direct debit.

4.2. If any account is in dispute, the undisputed portion of the account shall be payable in accordance with the normal terms of payment as provided in Condition

4.1. Payment of the disputed portion may be withheld provided the matter is brought to Coast 2 Coast Mounts attention in writing setting out the particulars of the dispute and sent to Coast 2 Coast Mounts within 14 days of the dispute arising.

4.3. We reserve the right to suspend the delivery of further goods if the terms of payment are not strictly adhered to by you.

4.4. Any expenses, costs or disbursements incurred by us in recovering any outstanding monies including debt collection agency fees or solicitor's costs will be paid by you providing that those fees do not exceed the scale charges by that debt collection agency/solicitor.

5. Delivery

5.1. We will deliver the Goods to the address stated in the Order or as agreed by us in writing. Coast 2 Coast Mounts reserves the right to charge for delivery of the Goods at any time, notwithstanding that it may not have previously done so.

5.2. We will deliver the Goods by such carrier and such form of transport as we consider to be appropriate. When you specify the carrier and the means of carriage, we shall deliver the Goods in the way specified, the cost of such carriage being an additional charge to the invoiced price of the Goods.

5.3. We will not be responsible for any part delivery or delay in delivery of the Goods. We will not be in any way responsible for any consequences (direct or indirect) arising from such delay or non-delivery.

5.4. We will be entitled to charge for and recover from you on demand all costs or loss occasioned by:

a) failure by you to collect or take delivery of the Goods (as the case maybe) as and when agreed to;

b) delay or interruption in the installation of Goods caused or contributed to by any act or omission on your behalf.

Any such costs or loss will include (but not be limited to) the cost of storage, labour, transportation and administration costs at our prevailing commercial rates.

5.5. You agree to inform Coast 2 Coast Mounts in writing within 30 days of the date of invoice if proof of delivery is required. After this period, no liability will lie with Coast 2 Coast Mounts for proof of delivery.

6. Return of Goods

6.1. The Goods come with guarantees under the Australian Consumer Law. Nothing in these Terms and Conditions excludes, restricts or modifies:

a) the application of any provision of the Australian Consumer Law to the sale of the Goods; or

b) the exercise by you of a right conferred by such a provision; or

c) any liability of a person for failure by Coast 2 Coast Mounts to comply with a guarantee that applies under the Australian Consumer Law to the sale of the Goods.

Subject to the above, all conditions and warranties, whether or not implied by law, are excluded from any contract for the sale of the Goods. Details of any manufacturer's warranty are included with the Goods.

6.2. Except where the Australian Consumer Law permits you to reject the Goods, Coast 2 Coast Mounts will not accept the return of the Goods for credit or any other purpose unless Coast 2 Coast Mounts agrees to accept the return of the Goods and advises a Return Advice Number prior to the return of Goods, in which case the

remaining provisions of this Condition 6.2 and Conditions 6.3 and 6.4 will apply. Return of the Goods will only be accepted for credit within 14 days of delivery, unless due to our error. Return freight will be at our cost only when error on our part.

6.3. No returned Goods will be accepted by us (even if we agree to do so) if they have been tampered with by you or any other person and are not as new, if they are Goods expressly sold on a non-return basis, or if they are not accompanied by the Return Advice Number referred to in Condition 6.2. Where goods are returned to us as above, they shall be returned to you at your expense.

6.4. Receipt by us or by any of our agents or representatives of any Goods returned other than in accordance with Condition 6.2 or to which Condition 6.3 applies shall not constitute nor be deemed to constitute our acceptance of the return of the Goods for credit or any other purpose.

7. Title & Risk

7.1. Risk in the goods will pass to you at the time of delivery in accordance with Condition 5.

7.2. Irrespective of the time when risk in the goods will pass, passing of property and title in the Goods will be determined as follows:

a) You hereby acknowledge that the property and title in the Goods will remain with Coast 2 Coast Mounts until you have made payment in full of the Purchase Price and any other monies owing hereunder.

b) Pending payment in full of the Purchase Price and any other monies owing hereunder:

i) in the case of the Goods being of the kind classified by us as "RamMounts", the relationship between Coast 2 Coast Mounts and you will be fiduciary, and you will hold the Goods as bailee for and on behalf of Coast 2 Coast Mounts.

ii) you will in all cases retain the Goods upon your premises (within the State or Territory of Australia that supply is made) in a manner such that they are readily identifiable as our property, and

iii) you will not in any way deal with, part with possession or dispose or attempt to deal with, part with possession or dispose of the Goods.

c) In the event that you default in payment of the Purchase Price or any other monies owing hereunder or upon the occurrence of any of the events specified in Condition 8, Coast 2 Coast Mounts and its employees or agents will have the right to enter your premises or any other premises where the Goods are known to be stored to repossess the goods, and for this purpose you will grant all reasonable access

rights and Coast 2 Coast Mounts will be entitled to do all things required to secure possession. Upon repossession of any of the goods Coast 2 Coast Mounts will then be entitled, in its discretion, to resell the Goods to any third party in which case you will not have any action whatsoever against Coast 2 Coast Mounts for breach of contract or otherwise.

d) If you sell or otherwise disposes of the Goods to a third party prior to making payment of the Purchase Price or any other monies owing hereunder, Coast 2 Coast Mounts will be entitled to so much of the proceeds of such sale equivalent to the amount of monies owing to Coast 2 Coast Mounts by you.

7.3. In addition to the payment of any other monies payable by you to Coast 2 Coast Mounts under this agreement, we will be entitled to charge for and recover from you on demand all costs, loss or damage incurred by us in exercising any of our rights under Condition 7.2 above, including, but not limited to, the cost of storage, transportation and administration costs at our prevailing commercial rates.

8. Your Liability and Default

If you:

i) fail to make any payment due under the contract or commit any other breach of any of your obligations under the contract; or
ii) suffer execution under any judgement; or
iii) commit an act of bankruptcy; or
iv) make any composition or arrangement with any creditor; or
v) being a company, pass a resolution for winding up or have a receiver appointed over any of its property or have a winding up petition presented against it, Coast 2 Coast Mounts (in addition to any other remedies hereby or by statute conferred) may treat the contract as terminated and any part of the Purchase Price then unpaid, together with any other monies owing hereunder, whether or not due under the terms of the contract will immediately become due and payable. Any such termination will be without prejudice to any claim or right we may otherwise possess.

9. Limitation of Liability

9.1. Where the Goods or any services we supply under the Contract are not goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, then our liability (if any) for failure to comply with a guarantee under the Australian Consumer Law (other than, in respect of the Goods, a guarantee as to

title, a guarantee as to undisturbed possession or a guarantee as to undisclosed securities, charges or encumbrances) is limited, so far as the Australian Consumer Law allows and at our option:

- a) in the case of the Goods, to repair or replace the Goods or supply of equivalent goods (or paying the cost of any of these); or
- b) in the case of any services supplied by us, to supplying the services again (or paying the cost of having the services supplied again).

10. Governing Law

The contract will be governed by the law of the State of Western Australia and the Commonwealth of Australia.

11. No Assignment

You may not assign the Contract unless you have obtained our prior written consent to do so.

12. Severance

If any term of the Contract is found to be invalid or unenforceability, such invalidity or enforceability will not affect the remainder of the Contract, which will continue in full force and effect.

13. Notices

All notices under the Contract must be in writing. Notices can be given in personal, by fax, by post or by e-mail, to an address or number detailed in the Order.

If a notice is sent by post, it will be taken to have been received 3 business days after posting, unless in fact it is received earlier. Any changes to notice details must be notified in writing.

14. Variation

OfficeMax reserves the right to change these Terms and Conditions at any time.