

CREDIT APPLICATION
AND TERMS OF TRADING
AGREEMENT



Trading Name: _____

Business Name: _____

ACN: _____

Business Address: _____

Postal address: _____

Tel: _____ Fax: _____

Customer Contact: _____ No of Employees: _____

Accounts Payable Contact : _____ Phone: _____

Year Established: _____

Bank: _____ Branch: _____

Credit Limit Required \$: _____

Full Name, address of Proprietor, Partners, Directors

1. Name: _____ Phone No: _____

Address: _____

2. Name: _____ Phone No: _____

Address: _____

3. Name: _____ Phone No: _____

Address: _____

Trade References

1. Name: _____ Phone No: _____
Email: _____
2. Name: _____ Phone No: _____
Email: _____
3. Name: _____ Phone No: _____
Email: _____

The applicant(s) hereby applies to have a credit account opened in the applicants name with Enviroflex Pty Ltd trading as Enviroflex on the terms and conditions attached. The applicant(s) declares that the information provided is for the purpose of obtaining credit and is warranted to be true and correct. The applicant authorises Enviroflex Pty Ltd to obtain commercial information on the applicant company/ business and or directors from a credit provider and or credit report from a credit reporting agency.

Signature of Authority For and on behalf of:

Name: _____ Title: _____

Signature: _____ Dated: _____

Any person signing this document on behalf of the company warrants that he/she has the express or implied authority to enter into this contract on behalf of the company.

Terms and conditions of sale

Unless specifically altered or modified in writing by us the following terms and conditions apply and shall be deemed incorporated in and form part of the acceptance of an order.

Delivery

Enviroflex shall not be liable in any way to the purchaser for delays or default in delivery of the order or part thereof nor for any direct or direct or consequential loss or damage arising there from.

Price

- A quotation given by the seller shall be deemed to be an offer to sell upon these terms and conditions.
- The quotation shall remain current for a period of 30 days from the date it is given unless it is previously withdrawn in writing by the seller.
- Price is subject to change without notice where additional costs are incurred that are not in the control of the supplier including but not limited to changes in tax rates applicable, changes in shipping rates, Act of God, War or any other government action.

Payment

- Payment is due in accordance with the agreed credit terms between the buyer and the seller.
- Failure to pay in full in accordance with the credit arrangements as agreed shall entitle the seller to:
 1. Regard the contract as terminated.
 2. Recover the value of all goods supplied.
 3. Retain possession of all goods until payment and have a general lien on the goods for the unpaid purchase price of any other goods sold and delivered by the seller under the same or any other contract.
 4. Any expenses, costs or disbursements incurred by the seller in recovering any outstanding monies including debt collection fees and solicitor costs, providing that the fees do not exceed those charged by the debt collection agency/solicitor costs plus out of pocket expenses.
 5. if applicable, an interest charge of 3% per month.

Risk

The risk in the goods supplied shall pass to the purchaser upon delivery.

Returns and claims

No goods are returnable after seven (7) days from the date of delivery to the purchaser. Written claims for shortages or damages must be lodged with in seven (7) days of delivery. A restocking fee will apply.

Warranty

The seller warrants that

1. It gives good title to the goods.
2. The goods delivered are those specified on the manufacturers invoice.
3. the goods delivered are free from defects in material and workmanship, except such defects as are normally regarded as being commercially acceptable.

Limitations of Liability

The seller shall comply with obligations of the Trade Practices act to the extent allowed by law the liability of the seller shall be limited to.

1. Replacement of the goods or supply of equivalent goods.
2. Repair of the goods.
3. payment of the cost of the of replacing the goods or acquiring equivalent goods.
4. The payment of having the goods repaired.

For the purpose of clarification the seller will not be responsible for any consequential losses.