



Factory 2, 2 Southeast Blvd
Pakenham Vic 3810
ABN:82 627 338 729

COMMERCIAL CREDIT ACCOUNT APPLICATION FORM FOR REDLA PTY LTD

WARNING: If you do not understand this document, you should seek independent advice. Please do not use correction fluid or tape as this is a legal document. Any corrections should be crossed out and initialed.

Section 1 – Applicants details (Enter all details relevant to your business)

Name (Company Name/Partnership/Sole Trader)	ACN
Trust Name (if a Trust)	
Trading as (Registered Business Name)	ABN
Company <input type="radio"/> Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> Trustee <input type="radio"/> Government/Statutory Authority <input type="radio"/>	
Nature of Business	
Date of and place of company registration: (dd/mm/yy) / / in (name of state/territory)	
Street address (not a PO Box)	
	State Postcode
Postal address (if different)	State Postcode
Telephone Number	Fax Number
Mobile Number	Email Address

Section 2 – Directors, proprietors or partners

	Names of Directors (if company), Partners or Sole Trader	Residential Address	Date of Birth (dd/mm/yy)	Driver's Licence No.
1				
2				
3				
4				
5				

Section 3 – Your accounts payable

Contact Person:

Email Address:

Phone No: Facsimile:

Is it your firm's policy that order numbers are required prior to purchase of goods or services and must be noted on the invoice in order to generate payment?

YES

NO

Please note that, if order numbers are not required or provided, we assume that the purchase has been authorised before the order is made.

Section 4 – Financial information

Length of time in business? No of employees:

Financial Position: Bank: Branch:

Does a financial institution have a registered security interest? YES NO

If YES, please state which financial institution

Do you OWN RENT LEASE your premises?

If you rent or lease, who is your agent?

Section 5 – Trade references

1

Tel: Email:

2

Tel: Email:

3

Tel: Email:

4

Tel: Email:

Section 6 – Credit limit sought?

Redla Pty. Ltd.

\$

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Section 7 – Credit account terms and conditions

1. Definitions and interpretation

Conditions means these Commercial Credit Account terms and conditions.

Consequential Loss means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, economic, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

Customer means the party making this application for credit.

Goods means any goods supplied by Redla Pty. Ltd.

Redla Pty. Ltd. will be providing credit to the Customer under these Conditions and includes any Related Bodies Corporate of that company owed money by the Customer from time to time for Goods or Services.

Insolvency Event means, for the Customer, as applicable, being in liquidation or provisional liquidation, bankruptcy or under administration, having a controller (as defined in the *Corporations Act 2001*) or analogous person appointed to the Customer or any of the Customer's property, being taken under section 459F(1) of the *Corporations Act 2001* to have failed to comply with a statutory demand, being unable to pay the Customer's debts, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing the Customer's own affairs for any reason, taking any step that could result in the Company becoming an insolvent under administration (as defined in section 9 of the *Corporations Act 2001*), entering into a compromise or arrangement with, or assignment for the benefit of, any of the Customer's members or creditors, or any analogous event.

Loss means any expense, cost (including all legal costs), loss or damage of any kind and includes Consequential

Loss and a fine or penalty imposed by a statutory or other entity.

Real Property means any and all interests in real property held, beneficially or legally, by the Customer now or in the future.

Related Bodies Corporate has the same meaning as in the *Corporations Act 2001*.

Services means any services provided by Redla Pty. Ltd.

Supplier Ts&Cs means any terms and conditions of quotation and supply, however described, notified by Redla Pty. Ltd. to the Customer (whether on an invoice, quote, through Redla Pty. Ltd's website or otherwise), or supply agreement (however described) in Redla Pty. Ltd's standard form entered into in writing between Redla Pty. Ltd. and the Customer.

Singular words include the plural and vice versa. A mention of anything after **include**, **includes** or **including**, does not limit what else might be included.

2. Customer obligations

- (a) These Conditions apply if Redla Pty Ltd accepts any order for Goods or Services or both from the Customer, whether for cash or on credit. The Customer has no entitlement to credit unless Redla Pty Ltd in its sole discretion extends credit to the Customer at a minimum of \$1000.00 per order. If in a particular case, Redla Pty Ltd gives the Customer credit, Redla Pty Ltd still reserves the right at any time and for any reason in its sole discretion to refuse to supply any further Goods or Services to the Customer and to refuse to supply any Goods or Services or both to the Customer on credit terms. If Redla Pty. Ltd. does decline to give the Customer further credit, then that decision does not affect the credit terms which apply to any amounts the Customer then owes to Redla Pty Ltd
- (b) If the Customer fails to comply with any of the terms of these Conditions or in respect of any obligation to pay money to Redla Pty. Ltd. when due, suffers an Insolvency Event or makes any misrepresentation to Redla Pty Ltd, the balance of the Customer's account to Redla Pty Ltd will become due and payable immediately.
- (c) The Customer agrees that it must:
 - (i) pay, without any deduction or set off, the price charged by Redla Pty Ltd for Goods or Services supplied to the Customer on delivery or performance, or, if credit terms are offered, within 30 days end of month after the date of Redla Pty. Ltd's invoice for the supply of the Goods or Services;

- (i) pay any stamp duty assessed on or in connection with this document or any fee to register or maintain any security interest held by Redla Pty. Ltd. in respect of Goods or Services supplied to the Customer;

- (ii) tell Redla Pty. Ltd. in writing of the occurrence of any Insolvency Event, any change in its name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value greater than 10% in value of its gross assets) as soon as practicable and not later than within two business days of such event, change or step occurring. The Customer acknowledges that, despite any such event, change or step, the Customer remains liable to pay the price for all Goods or Services supplied.

(c) Prices, trading and returns

- (a) Prices are subject to change without notice and Goods or Services will be invoiced at the price current at the time of delivery. Clerical errors in invoicing will be subject to correction without notice.
- (b) Payment must be made in cash, by cheque, credit card or direct deposit to Redla Pty. Ltd.'s nominated account. Surcharges will apply to certain payments as follows:
 - (i) cheques returned by the bank – all charges will be passed on to the Customer and will be payable on demand by Redla Pty. Ltd.
 - (ii) Credit card payments 1.75% charged at time of payment on all credit card payments made
- (c) Redla Pty Ltd. will only accept return of Goods from the Customer with prior authorisation by Redla Pty Ltd and any claim by the Customer will only be considered if made in writing within 30 days after the date of Redla Pty. Ltd.'s invoice for the supply of the Goods. Authorised returns will be subject to a 10% re-stock charge. Redla Pty. Ltd. will not accept the return of special purchases and electrical components. If the Customer claims a price discrepancy in the amount invoiced by Redla Pty Ltd., the Customer must pay the undisputed amount in accordance with these Conditions and any further amount due upon resolution of the discrepancy within two business days.
- (d) Authorised return of:
 - (i) first quality stock (over supply, incorrect goods) must be in original packaging, in good order and condition and accompanied by documentation showing the Customer's name, address and account number, the invoice number and the reason for the return; and
 - (ii) faulty stock must be fully documented and will be subject to inspection before any credit is offered (so acceptance of the goods by Redla Pty. Ltd. or its agents will not constitute agreement to any credit).

4. Overdue accounts and security

- (a) Any amount not paid by the due date will incur interest at a rate 2% above the Reserve Bank of Australia Cash Rate from time to time, calculated daily and compounded monthly, but in no circumstances will the interest charged exceed 20% per annum.
- (b) The Customer agrees to pay all costs and expenses (including legal costs, commissions paid by Redla Pty. Ltd. or its Related Bodies Corporate to any commercial or mercantile agent and dishonour fees) incurred by Redla Pty. Ltd. in connection with the recovery of overdue amounts and enforcing the charge in clause 4(c).
- (c) As security for any amounts due to Redla from time to time, the Customer charges all of its legal and equitable interest (both present and future) of whatsoever nature held in any and all Real Property to Redla and consents unconditionally to Redla lodging a caveat or caveats noting its interest in any Real Property.
- (d) A statement in writing signed by an authorised officer of Redla Pty. Ltd. stating the moneys due or owing to Redla Pty. Ltd. at the date of the statement will be sufficient evidence of the amount so due or owing.

5. Retention of title

- (f) Redla Pty. Ltd. retains legal and equitable title in any Goods supplied to the Customer until payment in full for or in connection with the supply of the relevant Goods has been received by Redla Pty. Ltd. Until payment in full has been received, the following terms apply.
- (g) Notwithstanding that title in the Goods remains with Redla Pty. Ltd. until payment has been received in full, the Customer may use the Goods in the ordinary course of the Customer's business but is not permitted to sell or otherwise deal with the Goods in any way.
- (h) The Customer must keep the Goods safe and free from deterioration, destruction, loss or harm, clearly designate the Goods as the property of Redla Pty. Ltd., store them in such a way they are clearly identified as the property of Redla Pty. Ltd. and keep full and complete records, first, of the physical location of the Goods and, secondly, the ownership of the Goods by Redla Pty. Ltd.
- (i) Redla Pty. Ltd. is irrevocably entitled at any time and from time to time to inspect or to recover and retake possession of such Goods and otherwise exercise in relation to the Goods any of its rights, whether those rights are as owner and/or unpaid seller or otherwise and whether those rights are conferred by common law, contract, statute or in any other way. In order to exercise such entitlement, Redla Pty. Ltd. and its agents are irrevocably authorised by the Customer to enter any of the Customer's premises or vehicles or those of any third party. The Customer agrees to obtain the consent of any such third party to such entry by Redla Pty. Ltd. and to indemnify Redla Pty. Ltd. and its agents for any liability arising from any entry upon such premises or vehicles. Redla Pty. Ltd. and its agents agree to take all reasonable care in removing the Goods from such premises or vehicles but, to the extent this liability may be disclaimed by law, are not liable for any damage or injury to such premises caused by the removal of the Goods.

- (j) This reservation of title and ownership is effective whether or not the Goods have been altered from their supplied form or commingled with other goods.

6. Security interest

- (a) The retention of title arrangement described in clause 5 constitutes the grant of a purchase money security interest by the Customer in favour of Redla in respect of all present and after-acquired Goods supplied to the Customer by Redla Pty. Ltd. for the purposes of the PPSA. The Customer consents to Redla Pty. Ltd. taking such action as may be required to perfect its security interest.
- (b) The Customer must immediately, if requested by Redla Pty. Ltd., sign any documents, provide all necessary information and do anything else required by Redla Pty. Ltd. to ensure that Redla Pty. Ltd.'s purchase money security interest is a perfected security interest.
- (c) The Customer will not enter into any security agreement that permits any other person to have or to register any security interest in respect of the Goods or any proceeds from the sale of the Goods until Redla Pty. Ltd. has perfected its purchase money security interest.
- (d) For any Goods supplied that are not goods that are used predominantly for personal, domestic or household purposes, the parties hereby contract out of the application of ss 95, 118, 121(4), 130, 132(4), 135, 142 or 143 in relation to the Goods.
- (e) The Customer hereby waives any rights the Customer may otherwise have to:
- (i) receive any notices the Customer would otherwise be entitled to receive under s 95, 118, 121, 130, 132 or 135;
 - (ii) apply to a Court for an order concerning the removal of any accession under section 97;
 - (iii) object to a proposal of the Customer to purchase or retain any collateral under s 130 or 135;
 - (iv) receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating to any security interest HFH may have in Goods supplied to the Customer from time to time.
- (f) For the purposes of this clause, **PPSA** means the *Personal Property Securities Act 2009* (Cth). The expressions **accession**, **collateral**, **financing statement**, **financing change statement**, **security agreement**, **security interest**, **perfected security interest** and **verification statement** have the meanings given to them under or in the context of the PPSA. References to sections are to sections of the PPSA.

7. Risk

Risk in relation to any Goods passes to the Customer on delivery of the Goods. Delivery of Goods will be at Redla Pty. Ltd.'s premises on collection of the Goods by the Customer, its employees, agents or contractors. If Redla Pty. Ltd. has expressly agreed to ship the Goods, risk in the Goods passes immediately on delivery of the Goods to the Customer's designated place of delivery by Redla or its agent.

8. Exclusion of implied terms

The Customer may have the benefit of consumer guarantees under the *Australian Consumer Law*. Otherwise, to the maximum extent permitted by law, all

terms, conditions or warranties that would be implied into Supplier Ts&Cs or in connection with the supply of any Goods or Services by Redla Pty. Ltd. under law, statute, custom or international convention are excluded.

9. Limitation of liability

To the maximum extent permitted by law and subject to clauses 8 and 10, Redla's total liability arising out of or in connection with the performance of its obligations pursuant to these Conditions, the Supplier Ts&Cs, or arising out of or in connection with the supply of specific Goods or Services (including pursuant to or for breach of these Conditions, Supplier Ts&Cs or repudiation thereof, under statute, in equity or for tort, including negligent acts or omissions) is limited as follows:

- (a) Redla Pty. Ltd. will have no liability to the Customer for any Consequential Loss;
- (b) Redla Pty. Ltd.'s total aggregate liability for Loss, however arising, will not exceed the GST exclusive aggregate price paid by the Customer to HFH for the specific Goods or Services that gave rise to the Loss in question. The limitations and exclusions in this sub-clause 9(b) do not apply to the extent that any Loss is directly attributable to:
 - (i) personal injury or death caused by Redla Pty. Ltd.'s default, breach of these Conditions or the Supplier Ts&Cs or negligence; or
 - (ii) fraud by Redla Pty. Ltd.

Each party must take reasonable steps to mitigate any Loss it suffers or incurs.

10. Limitation of liability under Australian Consumer Law guarantees

To the extent that Goods supplied by Redla Pty. Ltd. are not goods of a kind ordinarily acquired for personal, domestic or household use and the Customer is deemed to be a consumer for the purposes of section 64A of the *Australian Consumer Law*, the Customer agrees that HFH's liability for a failure to comply with a consumer guarantee benefiting the Customer under the *Australian Consumer Law* (other than a guarantee under ss 51 (title), 52 (undisturbed possession) and 53 (undisclosed securities)), is limited, at the option of Redla Pty. Ltd., to one or more of the following:

- (a) replacement of the goods or the supply of equivalent goods;
- (b) the repair of the 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.

To the extent that Services supplied by Redla are services other than services of a kind ordinarily acquired for personal, domestic or household use or consumption, Redla Pty. Ltd.'s liability for failure to comply with a consumer guarantee of which the Customer may have the benefit is limited to, at the option of Redla Pty. Ltd.:

- (a) the supply of the Services again; or
- (b) the payment of the cost of having the Services supplied again.

11. GST

If Redla Pty. Ltd. has any liability to pay Goods and Services Tax (**GST**) on the supply of any Goods or Services to the Customer, the Customer must pay to Redla Pty. Ltd. an amount equivalent to the GST liability of Redla at the same time as the consideration is paid for the Goods or Services

(unless the consideration for that supply is expressed specifically to be GST inclusive).

12. Privacy disclosure and consent

The Customer authorises Redla Pty. Ltd. to:

- (a) obtain now or in the future credit information and reports about the Customer's credit worthiness from any bank or trade referee disclosed in this document and from any other credit provider or credit reporting agency for the purpose of assessing this application for credit, in connection with any guarantee given by or on behalf of the Customer, and for the purpose of monitoring the Customer's ongoing creditworthiness;
- (b) use, disclose or exchange with other credit providers and Redla Pty. Ltd.'s Related Bodies Corporate information about the Customer's credit arrangements in order to assess and monitor credit worthiness, notify any default by the Customer and assist in the collection of overdue accounts; and
- (c) disclose the contents of any credit report on the Customer to other Related Bodies Corporate of Redla, and any of their solicitors and mercantile agents.

If the Customer does not provide the information requested in this document, Redla Pty Ltd. will not process the application.

Redla Pty. Ltd. complies with the privacy principles imposed by law in relation to the collection and disclosure of information regarding individuals.

13. Governing law

These Conditions are governed by and are to be interpreted according to the laws in force in Victoria and the parties submit to the non-exclusive jurisdiction of the courts operating in that state.

14. Changes and variations

Redla Pty. Ltd. may vary, amend, modify or otherwise change these Conditions at any time by giving the Customer 30 days' notice in writing of the effective date of the variation, amendment, modification or change.

Section 8 – Acknowledgements

Purpose declaration for the Uniform Consumer Credit Code

By signing this application for commercial credit, **the Customer warrants and declares** that the credit to be provided by Redla will be applied wholly or predominantly for business and/or business investment purposes. **Important:** you should not sign this application below unless the credit is wholly or predominantly for business and/or business investment purposes.

Who must sign this document on behalf of the Customer:

For Companies: Where there is only one director, then that person must sign; where there are two or more directors, then 2 Directors or a Director + Company Secretary must sign.

Sole Traders operating under their own name or under a business name: The individual.

Partnerships: All partners of the partnership.

The Customer agrees to be bound by the Conditions stated in Section 7 of this document.

Signatory

Print Name (in block letters)	
Position	
Signature	
Date	/ /

Witness Executed by Independent Witnesses

Print Name (in block letters)	
Address	
Signature	
Date	/ /

Signatory

Print Name (in block letters)	
Position	
Signature	
Date	/ /

Witness

Print Name (in block letters)	
Address	
Signature	
Date	/ /

Signatory

Print Name (in block letters)	
Position	
Signature	
Date	/ /

Witness

Print Name (in block letters)	
Address	
Signature	
Date	/ /

If insufficient space, annex page with additional signatories and independent witnesses.