

The Plant Supply Co

WHOLESALE PLANT BROKERS

CREDIT ACCOUNT APPLICATION FORM AND TERMS OF TRADING AGREEMENT

This agreement is made between Linepoint Nominees Pty Ltd ATF, Mailand Unit Trust trading as The Plant Supply Co, the Customer and the Guarantor.

Registered Company Name:

Trading Name: A.B.N.:

Postal Address: Registered for GST: Y/N

Postcode:

Delivery Address:

Email Address:

Business Status: Sole Proprietor Partnership/Trust Other
 Incorporated Company

Established: No. of Employees:

Brief Description of Business:

Accounts Department Contact: Phone: Fax:

Banker's Name & Address:

Directors/Proprietors Name : Address: Contact Phone Number:

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ESTIMATED MONTHLY CREDIT THAT YOU REQUIRE:

TRADE REFERENCES

Name: 1) 2) 3)

Phone:

Terms and Conditions

These conditions form part of any contract for the supply of goods by The Plant Supply Co (**the Supplier**) to the party completing this application form (**the Customer**).

- The customer hereby warrants that the information provided is accurate and correct and they acknowledge it is supplied for the purpose of obtaining a trade account.
- The Customer hereby warrants that the person/s signatures appearing on this Agreement are authorized by the Customer to apply for credit and execute this agreement.
- Placing an order with the Supplier constitutes acceptance of these terms by the customer.
- These terms prevail over any terms declared by the customer unless agreed to in writing by the Supplier .
- The Supplier reserves the right to reject a Customer's application for credit and to vary without notice the terms on which credit is given.

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Payment Terms:

- i. Payment for goods supplied shall be made within 30 days of the Invoice date
- ii. If the Customer fails to pay any amount of it's total indebtedness to the Supplier under these Conditions of Sale when it is due, or commits an act of bankruptcy, or a receiver and manager, liquidator, provisional liquidator or any other insolvency administrator is appointed in respect of the Customer or the Customer is otherwise in default of these Conditions then, without prejudice to any other rights the Supplier may have, the Supplier may without notice recover and/or sell the goods or any of them and may enter upon the Customer's premises by its servants or agents for that purpose.
- iii. If payment is overdue the Supplier may cancel or suspend delivery to the Customer of goods yet to be delivered to them. The supplier may also charge the Customer interest at the prevailing bank overdraft rate and further the customer expressly undertakes to pay all such interest.
- iv. Should it be considered necessary by the Supplier to incur legal and/or other expenses, including any such expenses to any debt collection agency, in obtaining or attempting to obtain payment of any amount due by the customer, the customer shall be liable for, and expressly undertakes to pay, such expenses. Amounts received by the company may be applied first against costs and then against interest, charges and expenses.

I hereby apply to open a trading account with The Plant Supply Co.

Name of person signing the application:

Position held:

Signature: (Authorising Signatory Only)

Date:

DIRECTORS GUARANTEES

The persons signing the guarantee on behalf of the Customer (or persons listed as Director/Proprietors on the Credit Application Form), shall be primarily liable for payment of all amounts payable by the Customer to The Plant Supply Co. under this guarantee. It is understood that at first instance all invoices and accounts under this agreement shall be directed to the Customer, but if the Customer has failed to pay those accounts or invoices, or any part of them, within the terms as agreed, then the Directors signing (or such of the Directors as are nominated on the Credit Application Form) shall upon demand promptly pay such outstanding accounts or invoices personally.

Director 1: Name	_____	Signature:	_____
Address	_____		
Name of Witness	Signature:
Director 2: Name	_____	Signature:	_____
Address	_____		
Name of Witness		Signature:	