



**KWT Nominees Pty Ltd**  
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## CREDIT APPLICATION

The Applicant applies for a credit account with KWT Nominees Pty Ltd ACN 009 963 571, hereinafter Jointly and Severally referred to as "the Supplier".

**Credit Application** to be completed by the Applicant.

1. **Date of application:** .....

2. **Applicant's details:**

Applicant's full name: .....

Applicant's residential address: .....

Trading as: .....

ABN: .....

3. **Place of business address:**

Address: .....

State: ..... Postcode: .....

4. **Contact:**

Telephone: ..... Facsimile: .....

Website: ..... Email: .....

5. **Trade credit references:**

Company name: .....

Telephone: ..... Facsimile: .....

Company name: .....

Telephone: ..... Facsimile: .....

6. **Credit:**

Estimate credit required \$.....

**Terms and Conditions of Credit:** I/We hereby agree to be bound by the following terms and conditions in relation to the accommodation of credit by the Supplier. I/We agree that the following terms and conditions apply each time the Applicant places an order with the Supplier and I/we accept these terms and conditions as governing the supply of goods or services ordered:

1. To pay for all goods sold and delivered or services provided within thirty (30) days of invoice. These trading terms may be changed by notice in writing to the Applicant by the Supplier. Such change will apply from the date notice is given.
2. The Supplier may from time to time alter its trading terms or these conditions of credit and such altered conditions shall apply in respect of all transactions taking place after notification to the Applicant of such altered conditions of trade or credit.
3. If the conditions above are not complied with or the Applicant otherwise fails to comply with its obligations to the Supplier in any respect, the Supplier may:
  - revoke the credit accommodation and require any further sales/trade transactions by the Applicant to be on a cash-before-delivery basis;
  - require that all amounts owing to the Supplier for any reason whatsoever shall become immediately due and payable without deduction or demand; and
  - rescind all discounted quotations or rates and recalculate outstanding charges.
4. Without limiting Clause 11, that the Applicant hereby charges with payment of the moneys and compliance with all obligations owed by the Applicant to the Supplier all beneficial interests in all goods sold and delivered to the Applicant (including goods sold prior to the date of this Application) in which title has passed held now or in the future by the Applicant.
5. The Applicant hereby agrees, for the purposes of securing the liability and obligations under this Application, to charge with the due and punctual payment and complete performance of all their liabilities and obligations under this document all of their real property (freehold and leasehold), both present and future, and the Applicant hereby consents to the Supplier lodging caveats noting its interests under this Application.
6. All sales of goods and providing of services are made to the Applicant by the Supplier only upon the terms contained in the Supplier's terms and conditions of trade. Until altered terms and conditions of trade are notified to the Applicant in writing the Applicant agrees that the current terms and conditions of trade shall continue to apply.
7. The Applicant agrees that an account service charge of 2.5% per month may be imposed by the Supplier in the event that Clause 1 is not complied with.
8. The Applicant agrees to pay any and all costs, commissions, and legal costs and expenses on a full indemnity basis whatsoever arising from the collection of any overdue moneys. Such interest, costs and commissions and legal expenses may be recovered as a liquidated debt.
9. The Supplier may at any time from time to time without assigning any reason therefore refuse to extend any further credit to the Applicant and that its approval of the Application does not require the Supplier to extend to the Applicant any particular amount of credit.
10. Where there is more than one Applicant each Applicant shall be jointly and severally liable under the terms of this Application.
11. The Supplier and the Applicant agree that:
  - (a) the property of the Supplier in any goods sold to the Applicant remains with the Supplier until the Supplier has been paid in full for all goods under all individual contracts or orders for the supply of goods between the Supplier and the Applicant;
  - (b) the Applicant is a bailee of the goods until such time as property in them passes to the Applicant and that this bailment continues in relation to each of the goods until the price of the goods has been paid in full;
  - (c) pending payment in full for the goods, the Applicant:
    - (i) is at liberty to sell the goods (including goods into which the Supplier's goods have been mixed) in the ordinary course of its business only;
    - (ii) shall hold the proceeds of any on-sale of the goods (including any goods into which the Supplier's goods have been co-mingled or accessioned) in trust for and as agent of the Supplier and promptly account to the Supplier for those proceeds in payment of the purchase price for the goods;

- (iii) must not allow any person to have or acquire any security interest in the goods;
  - (iv) must insure the goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Applicant carries on business; and
  - (v) must not remove, deface or obliterate any identifying plate, mark or number on any of the goods;
- (d) any accessory or item which accedes to any of the goods by an act of the Applicant or of any person at the direction or request of the Applicant becomes and remains the property of the Supplier until the Supplier is paid when the property in the goods (including the accessory) passes to the Applicant;
- (e) if the Applicant fails to pay for the goods within the period of credit extended by the Supplier to the Applicant, the Supplier may recover possession of the goods at any site owned, possessed or controlled by the Applicant and the Applicant agrees that the Supplier has an irrevocable licence to do so with reasonable force without incurring liability to the Applicant or any person claiming through the Applicant.
- (f) The provisions of this clause 11 apply notwithstanding any agreement between the parties under which the Supplier grants the Applicant credit.
12. The Applicant agrees to notify the Supplier of any change in ownership or address. Notwithstanding any change in the Applicant's ownership/trading structure or any advice by it to the Supplier of such change, the Applicant as set out on page one, will remain personally liable for all goods and services requested by it or on its behalf until it has received written confirmation from the Supplier that its account has been closed and full payment received and a new account has been opened in the name of the new entity.
13. Failure by the Supplier to insist upon compliance with any provisions of the terms does not constitute a waiver of that provision and the Supplier shall be entitled to insist upon compliance with all provisions of these terms at any time.
14. If any provision or part of a provision of these Terms and Conditions is found to be invalid or unenforceable then that provision or part of a provision shall be severed and the remaining provisions shall continue to be binding and have full force and effect on the Supplier and the Applicant.
15. The Supplier may at any time set-off amounts owed by the Supplier to the Applicant from the amounts owed by the Applicant to the Supplier.
16. No claims levied against the Supplier in relation to loss or damage of goods or defective workmanship will be considered unless all amounts owing by the Applicant to the Supplier have been paid in full. All guarantees, warranties and applied conditions in respect of the goods other than those provided for by statute are hereby expressly excluded.
17. Delivery – The Supplier will use its best endeavours to deliver the goods within the delivery window specified by the Applicant. However, should there be any delay beyond the reasonable control of the Supplier, the Supplier will have no liability for any loss incurred by the Applicant.
18. Jurisdiction - This agreement is deemed to be made at Maroochydhore in the State of Queensland and any legal proceedings commenced by any party to this agreement shall be issued out of and heard in the relevant court at Maroochydhore.
19. The Supplier hereby advises that, by pursuant to s. 18E of the *Privacy Act 1988*, information disclosed in the course of this credit application may be disclosed to a credit reporting agency.
- Pursuant to ss. 18K(1) and 18N(1) of the *Privacy Act 1988* and para. 2.12 of the Credit Reporting Code of Conduct issued under s. 18A of that Act, you hereby agree to the Supplier obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit and agree to that agency or provider providing that information to the Supplier for that purpose. You further agree to the obtaining from and provision by, such an agency or provider further credit reports which may assist the Supplier in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead.
20. The Supplier is not liable for any costs incurred in the completing of this Credit Application form and is not in any way obliged to give reasons if credit is denied.

**I/We declare and affirm that the information supplied by us, the Applicant, in this application is true and correct and acknowledge that the Supplier will use this information for the purpose of assessing my/our commercial Credit Application.**

Dated this                      day of                      20

.....  
Applicant (Signed)

.....  
Print Name

**The Supplier accepts this Application**

.....  
Supplier/Director/Authorised Officer (Signed)

.....  
Print Name