



## Request for Credit Facilities

I/we hereby submit the following confidential information for the sole purpose of opening a 30 day trading account.

### COMPANY DETAILS

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Trading name: \_\_\_\_\_

Company name: \_\_\_\_\_

Postal address: \_\_\_\_\_

Delivery address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

Mobile number: \_\_\_\_\_

Contact (General): \_\_\_\_\_

Contact (Accounts): ( ) \_\_\_\_\_ Phone Number: ( ) \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Phone Number: ( ) \_\_\_\_\_

Business entity:  Company  Partnership  Sole Trader

Nature of business: \_\_\_\_\_

N° of employees: \_\_\_\_\_

Period company has been under present ownership: \_\_\_\_\_

ABN number: \_\_\_\_\_

ACN number: \_\_\_\_\_

Name of bank: \_\_\_\_\_ Branch: \_\_\_\_\_

## ***DIRECTORS/PARTNERS/OWNERS DETAILS***

1. Name: \_\_\_\_\_  
Phone Number: (    ) \_\_\_\_\_  
Private Address: \_\_\_\_\_

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2. Name: \_\_\_\_\_  
Phone Number: (    ) \_\_\_\_\_  
Private Address: \_\_\_\_\_

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3. Name: \_\_\_\_\_  
Phone Number: (    ) \_\_\_\_\_  
Private Address: \_\_\_\_\_

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## ***TRADE REFERENCES***

1. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Private Address: \_\_\_\_\_

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2. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Private Address: \_\_\_\_\_

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3. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Private Address: \_\_\_\_\_

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I/we hereby apply on behalf of the organisation for a 30 day trading account with Fox Global and understand the terms and conditions of trade for this facility are net payable before the end of the month following the date of invoice.

I/we hereby acknowledge that I/we have read the terms and conditions of Fox Global with particular attention to 6, 13 & 14.

Full name: \_\_\_\_\_

Position in business: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Signature: \_\_\_\_\_

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## **GUARANTEE**

### ***Sole Traders & Partnerships***

I/we hereby certify that the above information is correct and I/we fully guarantee debts occurred by this business and its representatives under the conditions of this credit application.

Full name: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Signature: \_\_\_\_\_

Full name: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Signature: \_\_\_\_\_

### ***Companies***

We, \_\_\_\_\_, and \_\_\_\_\_

being directors of (company) \_\_\_\_\_

do hereby certify that the above information is correct and I/we fully guarantee debts incurred by this company and its representatives under the conditions of this credit application.

Full name: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Signature: \_\_\_\_\_

Full name: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Signature: \_\_\_\_\_

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# FOX GLOBAL GENERAL TERMS AND CONDITIONS OF SALE

## 1. General

The following Terms and Conditions apply to all quotations and contacts between Fox Global the seller) and "The Buyer" meaning a Buyer whose order for the purchase of goods is accepted by the seller unless different Terms and Conditions are agreed upon in writing at the time of a particular sale in which case such varied Terms and Conditions shall prevail to the extent of any inconsistency.

## 2. Acceptance of Buyer's Order

A Contract shall only be deemed to have been entered between seller and buyer for the supply of goods when, upon an order having been placed upon the seller for goods, that order has been accepted by the seller, such acceptance either being communicated in writing by the seller or by overt act of acceptance.

## 3. Prices

Quotations are to be treated as estimates only and subject to withdrawal, correction or alteration at any time before acceptance of the buyer's order by the seller. Prices are "ex seller's warehouse" unless otherwise agreed in writing.

## 4. Goods and Services Tax

a. In this clause:

"GST" refers to Goods and Services Tax under the new Tax System Goods and Services Act 1999

"GST Act". The terms used herein have the meanings contained within the GST Act;

b. It is agreed between the seller and The Buyer that the consideration for the supply referred to in this agreement is exclusive of the seller's liability for GST;

c. On sale:-

1) The buyer will pay to the seller, in addition to the total purchase price, the amount payable by the seller as GST on the taxable supply made by the seller under this agreement;

2) The seller shall deliver to the buyer a tax invoice for the supply in a form which complies with the GST Act.

## 5. Insurance

The buyer is responsible to effect such Insurance cover as the buyer may deem necessary at the buyer's expense.

## 6. Payment

The buyer shall pay cash on delivery for all goods delivered. If the seller extends credit to the buyer, payment for all goods sold pursuant to such agreement for credit shall be within thirty (30) days from the last day of the month in which each delivery was made. Interest shall be payable by the buyer on all amounts overdue to the seller at the rate of 15% per annum calculated daily from the date on which payment was due. Credit shall only be extended upon application being made by the buyer in accordance with a credit application being provided by the buyer in a form approved by the seller.

## 7. Confirmation Orders

Confirmation Orders must be marked as such by the buyer otherwise the seller will consider any Order of the buyer as an original Order.

## 8. Special Orders

The buyer will plate an Order in writing on the seller for any non stock items, The seller will not accept return of non stock items unless The manufacturer agrees to accept the return of same from the seller in which case the seller may deduct transport, handling and restocking charges from the credit due to the buyer.

## 9. Cancellation

Cancellation of the Contract of Sale between the buyer and the seller requires approval in writing from each party otherwise the goods will be delivered to the buyer and the seller will be entitled to payment from the buyer in accordance with these terms and conditions.

## 10. Acceptance

Acceptance of the goods delivered shall be deemed for all purposes to have taken place at the expiration of seven (7) days from the date of each delivery.

## 11. Delivery

Where goods are to be delivered by installments each installment shall be deemed to be sold under a separate Contract, Should the seller fail to deliver any installment within the agreed time, or at all, the purchaser shall not be entitled to repudiate the Contract with regard to any other installments remaining to be delivered. Contracts for back ordered goods are subject to the same terms and conditions as other orders and shall not be rescinded unless agreed in writing by each party.

## 12. Claims

Any claim against the seller must be made in writing within seven (7) days of the delivery of goods except claims for non-delivery which must be made in writing within fourteen (14) days from the date of invoice, All claims must refer to the relevant invoice number, the date of such invoice and state the nature of the claim. No freight charges will be paid for goods returned for credit which will be subject to re-stocking charges and will be accepted only if goods are received in original condition. The following goods will not be accepted for return in any circumstances:

- Any goods specially made or purchased by the purchaser;
- Any goods damaged or altered in any way by the purchaser.

## 13. Risk

The risk in the goods shall, unless otherwise agreed in writing, pass to the purchaser upon dispatch from the sellers warehouse unless such goods are carried by the seller or in vehicles provided or contracted by the seller, in which case the risk in the goods shall pass upon delivery to the purchaser or the purchaser's agent.

## 14. Title

- Any goods supplied by the seller shall be at the purchaser's risk immediately on delivery to the purchaser or into custody on the purchaser's behalf, whichever occurs sooner. The title and property in the goods supplied shall only pass to the purchaser when the goods, the subject of any Contract, have been paid for in full and if payment has been made by cheque such cheque has been cleared for payment by the relevant Bank.
- In the event that the purchaser defaults in the payment of any monies due to the seller pursuant to these terms and conditions the seller may, in its own discretion, at any reasonable time and without the requirement for prior notice, retake possession of the goods supplied by it and for such purpose the purchaser hereby irrevocably authorises the seller and any person authorised by the seller for such purpose to enter the premises upon which the goods are located for the purpose of retaking possession of the same and the purchaser indemnifies and agrees to keep the seller indemnified in respect of any costs, losses, damages and other expenses suffered by the seller or any other party as a result of such action being required on the past of the seller.
- The value of any such goods retaken by the seller pursuant to this paragraph shall be determined by the seller whose determination shall be conclusive and binding on the parties, and the purchasers shall be liable to the seller by way of liquidated damages for any difference between the purchase price payable by the purchaser and the value of the goods are taken as determined by the seller subject to an allowance being made to the purchaser for any part of the purchase price which may have been paid by the purchaser for such goods.

## 15. Delay

The seller will use all reasonable endeavors to perform its obligations under a contract for the sale of goods entered into with a buyer but failure to do so by reason of, but not limited to, the following factors outside the control of the seller including failure to obtain supplies from its usual sources by reason of holidays, fire, strikes, lockouts, acts of war, riot or other civil strife, act of god and other contingencies of like or different nature shall not constitute a breach of Contract nor shall the seller be under any liability to the purchaser but the Contract shall be deemed to be suspended with liberty to the seller at any time to rescind the Contract or any unfulfilled part of the Contract or to renew the Contract once such cause preventing the performance of the Contract has ceased.

## 16. Warranty

- All warranties, conditions and representations whether expressed or implied other than any express warranty stated by the seller in writing are expressly negated and excluded except in circumstances where the seller is by law unable to exclude or limit its liability in respect of the same provided that where the purchaser is a consumer for the purpose of the Trade Practices Act but the goods are not of a kind ordinarily required for personal, domestic or household use on consumption the liability of the seller shall be limited as determined by the seller to any one or more of the following:
  - The replacement of the goods or the supply of equivalent goods.
  - The payment of the costs of replacing the goods or acquiring equivalent goods.
  - No claim of any nature whatsoever (other than relating to a warranty) will be recognised unless made within seven (7) days of delivery. All freight costs involved in returning goods must be paid by the purchaser and a copy of the relevant invoice evidencing the sale to the purchaser is to be included with the goods returned.

## 17. Agreed Use

The purchaser acknowledges that the matters set out in the schedule contained herewith are a true and correct description of the purpose for which the goods purchased are to be applied and in respect of any function or work required to be performed by such goods and the buyer acknowledges that he may forfeit any rights which he may have against the seller in respect of the supply of such goods in the event that they are applied for some other use or purpose without the written consent of the seller.

## 18. No Implied Service

The buyer acknowledges that, except as provided by Law, this agreement does not entitle the buyer to demand or receive from the seller any site inspection or service of goods supplied, delivered or installed if applicable. Should the buyer require such service in relation to any goods the subject of this agreement then a separate agreement must be entered between the seller and the buyer in respect of same, In the event that no separate agreement for such service exists then the buyer acknowledges that in the event of such goods supplied requiring to be serviced or inspected due to breakdown or otherwise then the buyer shall rely solely on any benefit in respect of the same which may be provided by the Manufacturer of the goods.

## 19. Variation by Buyer

Should there be any variation in details, sizes, or quantities, delivery instructions or any other item or matter on which the quotation or invoice is based then the seller reserves the right to revise and amend the Contract price accordingly.

## 20. Modifications

My modification or amendment to these terms and conditions shall be in writing or such shall not be binding upon the seller, In the event of any provision of this Contract or the terms of conditions contained herein being determined by any Court of competent Jurisdiction to be ineffectual, invalid or unenforceable then such provision shall be severed from the rest of this Contract which shall remain valid and binding on the parties.