

Application for New Account & Credit Facilities



*Beyond Cool Pty Ltd
PO Box 1072
South Perth, WA 6951
Fax: 08 9417 7477
accounts@beyondcool.com.au
ACN: 150216747*

PLEASE RETURN COMPLETED FORM TO: Fax: 08 9417 7477

Details of Entity (herein called "applicant")

Legal Owner of Business

Trading Name (if different)

A.C.N A.B.N

Type of Business Structure Public Company Private Company
Sole Trader Trustee Company
Partnership

Name of Trust if Applicable:

No. Years Trading:

Address

Street Address:

Postal Address:

Registered Address:

Telephone No:

Fax No:

Contact Details:

Contact

Mobile

Email

Bank Details

Name

Branch

BSBAccount.....



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Directors / Partners / Owners – Personal Details

NameDOB.....
Private Address

NameDOB.....
Private Address

NameDOB.....
Private Address

NameDOB.....
Private Address

Current Trade References

Reference 1 - Name
TelephoneFax.....

Reference 2 - Name
TelephoneFax.....

Reference 3 - Name
TelephoneFax.....

Anticipated Credit Amount AUD \$

*Credit terms are 30 days from date of invoice.
Late payments are subject to a finance charge of 18% per annum.
Credit facilities are subject to acceptance of this application.
All orders are to be made by written purchase order.*

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TERMS OF CREDIT

- 1 The Applicant acknowledges that Beyond Cool is under no obligation to grant credit facilities to the applicant
- 2 Acceptance by Beyond Cool of this application may be made in writing or orally, and in any event acceptance shall be deemed to be made upon the first delivery by Beyond Cool of goods ordered by the applicant or first provision of services by Beyond Cool to the applicant at its request
- 3 Credit may at the absolute discretion of Beyond Cool be withdrawn without notice
- 4 The conditions of sale that are set forth herein shall apply to any and all purchases by the applicant upon acceptance of this application by Beyond Cool.
- 5 In the event that any of the particulars provided by the applicant herein should change, then the applicant shall notify Beyond Cool of such change as soon as possible and the applicant shall be responsible and liable for payment of all orders made up to the time that the notification is received by Beyond Cool.
- 6 The conditions and the conditions of sale incorporated herein shall be construed according to the laws of the State of Western Australia and any proceedings hereunder may be instituted and heard by any appropriate Court sitting in the State of Western Australia
- 7 In the event that the value of the goods supplied by Beyond Cool to the applicant or the value of the services rendered by Beyond Cool exceed the agreed credit limit, then the applicant acknowledges that he is liable to pay any excess.

CONDITIONS OF SALE

- 1 All conditions, warranties and liabilities implied by statute, common law or otherwise are hereby expressly excluded, provided that if the Trade Practices Act ("TPA") of the Fair Trading Act ("FTA") applies to the sale of goods by Beyond Cool pursuant to this Contract then, in accordance with section 68A of the TPA and section 35 of the FTA (or any section or sections in replacement thereof) Beyond Cool's liability shall be limited to the replacement, equivalent supply or repair of the goods and Beyond Cool's liability is otherwise limited to the fullest extent permitted by the TPA and FTA.
- 2 Beyond Cool reserves the right of supplying any order or orders in part or full. Beyond Cool reserves the right to increase or alter the prices contained in its price list at any time and the purchaser agrees to accept any price increase between the date of placement or the order and the date of delivery upon invoice from Boardwalk Agencies. In respect to contracts signed – all price increases will be in writing and agreed upon by both parties.
- 3 Where goods are consigned or delivered and credit terms are extended by Beyond Cool, payment of invoice is to be received by Beyond Cool before 12 noon of the last banking day following 30 days after delivery
- 4 Notwithstanding the delivery of the goods or part hereof THE GOODS REMAIN THE SOLE AND ABSOLUTE PROPERTY OF BEYOND COOL AS THE FULL LEGAL AND EQUITABLE OWNER UNTIL SUCH TIME AS THE PURCHASER SHALL HAVE PAID BEYOND COOL THE FULL PURCHASE PRICE TOGETHER WITH THE FULL PRICE OF ANY OTHER GOODS THE SUBJECT OF ANY OTHER CONTRACT WITH BEYOND COOL.
- 5 The purchaser acknowledges that he receives possession of and holds any goods delivered by Beyond Cool solely as bailee for Beyond Cool until such time as the full price thereof is paid to Beyond Cool together with the full price of any other goods the subject of any other contract with Boardwalk Agencies.
- 6 Should the purchaser die, stop payment or call a meeting of its creditors or becomes insolvent or subject to the bankruptcy laws or being a company calls a meeting for the purpose of or to go into liquidation or has a winding up petition presented against it or has a receiver appointed, Beyond Cool may at its option, notwithstanding any waiver of such default or previous failure to otherwise exercise its rights and without prejudice to its rights under the contract suspend or cancel this contract or require payment in cash before or on delivery and tender of goods or documents notwithstanding terms of payment previously specified or may repossess and take over the goods and dispose of same in its own interest without prejudice to any claim it may have for damages for any loss resulting from such resale.
Beyond Cool may exercise any such rights as to whole or part of such goods. Beyond Cool may for the purpose of recovery of its goods use force and enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
- 7 Where goods are consigned to a purchaser by sea, air, road and/or rail transport, the goods shall be deemed to have been delivered to the purchaser and at his risk when goods have been placed on board notwithstanding that Beyond Cool may pay or bear the freight charges.
- 8 These conditions of sale, together with the conditions contracted in the credit application shall constitute the whole of the agreement between Beyond Cool and the purchaser and such conditions shall not be varied other than as agreed in writing between Beyond Cool and the purchaser. No representative or agent has any authority to vary these conditions.
- 9 The taking delivery of Beyond Cool products implies acceptance of the foregoing conditions.

COMMERCIAL CREDIT APPLICATION

Signature

Name (please print)Date.....

Position

Witness Signature

Witness Name (please print)Date.....