

30 Day - Credit Account Application Form

1. Customer Account Details

Account Name / Trading Name					
Entity Type	Corporation <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Trust <input type="checkbox"/>	Government <input type="checkbox"/>
Registered Company / Trust			ABN		
If subsidiary, ultimate holding company name			ACN		
Postal Address					
Office Address					
Primary Phone No	()	Acc Payable No	()	Mob	
Invoice email addresses					
Marketing email addresses					
Nature of Business / Industry			Date business commenced	/ /	No of employees

2. DETAILS OF SOLE TRADERS, ALL PARTNERS OR ALL DIRECTORS (If more than 2 owners please attach list)

Has any Director, Proprietor or Partner ever been declared bankrupt | Yes No *If yes please provide details below*

Number of Directors or Partners						Please provide details of each Director or Partner
1) Full Name				DOB	/ /	
Residential Address						
Telephone	()	Email		Mob		
Is your property	Owned <input type="checkbox"/>	Mortgaged <input type="checkbox"/>	Rented <input type="checkbox"/>	Drivers Lic. No		
2) Full Name				DOB	/ /	
Residential Address						
Telephone	()	Email		Mob		
Is your property	Owned <input type="checkbox"/>	Mortgaged <input type="checkbox"/>	Rented <input type="checkbox"/>	Drivers Lic. No		

3. TRADE REFERENCES

Referee Name 1			Telephone	()	Email	
Referee Name 2			Telephone	()	Email	
Referee Name 3			Telephone	()	Email	

4. CREDIT

Estimated Spend	\$	Frequency	
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1.0 DEFINITIONS

- 1.1 "Agreement" means the agreement between Yalanji Supplies Pty Ltd and the Customer for Goods.
- 1.2 "Amount Owing" means all amounts owed by the Customer to Yalanji Supplies Pty Ltd.
- 1.3 "Buyer/Customer" means anyone whose order for the purchase of Goods is accepted by Yalanji Supplies Pty Ltd.
- 1.4 "Goods" means all goods sold and delivered by Yalanji Supplies Pty Ltd to the Customer.
- 1.5 "GST" has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time
- 1.6 "PPSA" means the PPS Act and any other legislation and regulations in respect of it and the following words have the respective meanings given to them in the PPS Act: collateral, financing change statement, financing statement, grantor, interested person, purchase money security interest, register, registration, security agreement, security, interest and verification statement.
- 1.7 "PPS Act" means the Personal Property Securities Act 2009 (Cth) (as amended).
- 1.8 "Price" means the price of the Goods which Yalanji Supplies Pty Ltd has agreed to charge the Customer.
- 1.9 "Quoted Date" means the date of delivery between Yalanji Supplies Pty Ltd and the Customer.
- 1.10 "Yalanji Supplies Pty Ltd/Company" means Yalanji Supplies Pty Ltd and includes its successors and assigns.
- 1.11 "Sale Agreement" means any sale transaction between Yalanji Supplies Pty Ltd and the Buyer.
- 1.12 "Terms" means these terms and conditions.

2.0 GENERAL

- 2.1 Unless otherwise agreed in writing by Yalanji Supplies Pty Ltd, any terms and conditions of the Customer whether on the Customer's order or elsewhere, which are contrary to or inconsistent with these Terms are rejected by Yalanji Supplies Pty Ltd.
- 2.2 Yalanji Supplies Pty Ltd may vary these Terms by notice in writing to the Customer.
- 2.3 By placing an order or receiving delivery and/or supply of all or a portion of the Goods supplied under these Terms, the Customer shall be deemed to have accepted these Terms unamended.
- 2.4 The Customer agrees and acknowledges that the customer Credit Account Application form may be completed by the Customer utilising Yalanji Supplies Pty Ltd's online application process through Yalanji Supplies Pty Ltd's website. Where the Customer has submitted a signed Credit Account Application Form, the terms and conditions of such form will continue to apply to the Customer provided that if there is any inconsistency with these Terms then the provisions of these Terms will apply.
- 2.5 These Terms and the supply of the Goods by Yalanji Supplies Pty Ltd to the Customer shall be governed by and construed in accordance with the laws of New South Wales and the Customer submits to the non-exclusive jurisdiction of the courts of that state.

3.0 PRICES (INCLUDING OTHER CHARGES)

- 3.1 The prices of Goods shall be indicated on any invoice, tender, quotation, delivery docket or other commercial form provided by Yalanji Supplies Pty Ltd to the Customer in respect of Goods, plus any transportation, freight, postage, packaging, handling, insurance and GST.
- 3.2 The price shall be increased by the amount of any GST and other taxes and duties which may be applicable.
- 3.3 The prices specified for Goods may at Yalanji Supplies Pty Ltd's option be subject to Yalanji Supplies Pty Ltd's prices and charges in effect at the time of delivery. Further, Yalanji Supplies Pty Ltd is entitled to revise its prices and related charges without prior notice being given to the Customer.

4.0 PAYMENT AND ACCOUNT TERMS

- 4.1 The customer agrees to make payment for all goods delivered by Yalanji Supplies Pty Ltd no later than the last day of the month following the month of delivery. These terms are also known as 30 days from the end of the month.
- 4.2 Yalanji Supplies Pty Ltd reserves the right to debit the customer's credit card to settle any outstanding amount owed for goods supplied.
- 4.3 Yalanji Supplies Pty Ltd may request a non-refundable deposit from the customer at its sole discretion.
- 4.4 Credit for goods supplied to the customer will be given solely at the discretion of Yalanji Supplies Pty Ltd.

4.5 Yalanji Supplies Pty Ltd reserves the right to withdraw credit facilities or vary the customer's credit limit without notice.

4.6 The customer shall be liable for all legal costs, including solicitor/client indemnity fees, lodgement and withdrawal of any caveat(s), stamp duties, and other expenses payable on these Terms or any credit application, guarantee or other security documents signed by the Customer together with all collection costs including legal fees (on a solicitor/client indemnity basis) and dishonoured cheque fees incurred by Yalanji Supplies Pty Ltd in connection with the supply of Goods.

5.0 TRUST AND TRUSTEES

- 5.1 If the customer is a trustee:
- the customer shall provide Yalanji Supplies Pty Ltd with a stamped copy of the trust deed.
 - the customer warrants that it has full power and authority to enter into this agreement on behalf of the trust and that it shall be bound by these Terms both personally and in their capacity as trustee.

6.0 DEFAULT BY CUSTOMER AND TERMINATION

- 6.1 In the event of:
- the customer's default or failure in making timely payment to Yalanji Supplies Pty Ltd for any amount due.
 - an insolvency event.
 - the customer becomes, admits in writing that it is, or is declared by a court to be unable to pay its amount owing as and when they fall due.
 - there is a breach by the customer of any of these Terms.
 - then all amounts payable by the customer to Yalanji Supplies Pty Ltd shall become immediately due and payable, and Yalanji Supplies Pty Ltd may, without prejudice to any other rights it may have, do any or all of the following:
 - withdraw any credit facilities which may have been extended to the customer.
 - withhold any further deliveries of Goods.
 - in respect of Goods already delivered onto the customer's premises enter onto those premises and recover and resell the Goods.
 - recover from the customer the cost of materials or Goods acquired for the purposes of future deliveries.
 - cease to supply Goods to the customer.
 - Yalanji Supplies Pty Ltd may also terminate the Agreement at any time for convenience by giving the customer at least 24 hours' notice. In this clause 6, "insolvency event" means: (a) if the customer is an individual and commits an act of bankruptcy; (b) if the customer is a company and passes a resolution for its winding up or has an application for winding up filed against it or is placed under administration or a receiver or receiver and manager is appointed over any part of its assets.

7.0 SECURITY OBLIGATIONS

- 7.1 The Customer acknowledges that securing payment of the Amount Owing is of utmost importance, and for this purpose, the Customer agrees to the following security obligations:
- The Customer hereby grants in favour of the Supplier a charge over all legal, equitable and beneficial interests in any real property currently owned by the Customer or that the Customer may subsequently acquire a legal or beneficial interest in.
 - The Customer authorises and consents to the Supplier lodging and maintaining a caveat on the title of the Customer's real property for the duration of the security interest granted to the Supplier under this clause 7.1.
- 7.2 The Customer agrees to indemnify the Supplier for all costs and disbursements, including legal costs on a solicitor and own client basis, that the Supplier may incur in exercising its rights under this clause 7, including the enforcement of any security interest granted by the Customer under this clause 7.1.

8.0 Limitation of Liability and Indemnity

- 8.1 The Customer acknowledges that the use of the Goods is at their sole risk, and the Supplier shall not be held responsible for any loss, damage, or injury incurred by the Customer resulting from any cause whatsoever, including but not limited to any fault or defect in the Goods.
- 8.2 The Customer agrees that the Supplier shall not be liable for any special, indirect, or consequential loss that may arise in any way in respect of the Goods or their use, whether arising under these Terms or at general law, regardless of whether such loss or liability arises due to negligence.

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8.3 The Customer accepts full responsibility for, and indemnifies the Supplier against, any claims in respect of any injury to persons or damage to property arising from the use of the Goods, whether arising from the negligence of the Customer or that of the Supplier, and without limiting the foregoing, whether or not the Goods were being operated or transported by an agent or servant of the Supplier or any other person for whose acts the Supplier may be held responsible.

8.4 The Customer agrees to indemnify the Supplier for any costs, loss or damage incurred in recovering Goods, including abandoned or unlawfully detained Goods, or any Goods not returned to the Supplier in accordance with these Terms.

8.5 The Customer agrees to indemnify and hold harmless the Supplier and its directors, officers, agents, employees, and assigns against any liability for any claims made against the Supplier, or its directors, officers, agents, assigns, and employees, arising out of or in connection with any breach by the Customer of these Terms, or any loss, damage or injury suffered by a third party caused by any negligence or deliberate act by the Supplier and its directors, officers, agents, employees, and assigns arising out of the supply of the Goods to the Customer.

8.6 The Supplier may provide advice, recommendations, information, assistance and/or service to the Customer regarding the suitability or purpose of the Goods, or in connection with the design, delivery times, dimensions, installation, or use of the Goods, in good faith. However, the Supplier shall not be held liable in any way whatsoever for any damages, losses, or costs arising from the Customer's reliance on such advice, recommendations, information, assistance and/or service.

In summary, the Customer assumes all risks associated with the use of the Goods and agrees to indemnify the Supplier against any claims arising from such use. The Supplier disclaims liability for any special, indirect, or consequential loss. The Customer must indemnify the Supplier for any loss, damage or injury incurred in recovering Goods. The Customer agrees to indemnify the Supplier against any liability arising from any breach of these Terms or any loss, damage or injury suffered by a third party. The Supplier provides advice and recommendations in good faith but shall not be held liable for any damages, losses, or costs arising from reliance on such advice or recommendations.

9.0 GOODS

9.1 The Goods provided by the Supplier to the Customer are as described on the Supplier's invoices, tenders, and quotations, and the Customer acknowledges and accepts the description of the Goods provided therein.

9.2 The Customer agrees that it is solely responsible for determining the suitability of the Goods for a particular purpose, and that it does not rely on the information, skill, or judgment of the Supplier in this regard.

9.3 The Customer agrees to obtain and maintain all necessary insurance coverage to protect against any loss, damage, or costs arising from the supply of the Goods by the Supplier, whether incurred by the Customer or the Supplier.

9.4 In the event that the Supplier is unable to supply the Goods as described, the Supplier may, at its sole discretion, provide the Customer with alternative goods as a replacement.

9.5 The Customer acknowledges and accepts that the Supplier may immediately cancel any particular supply of Goods by providing written notice to the Customer.

10.0 WARRANTIES

10.1 These Terms do not limit or exclude any provisions of any applicable statute, including any implied condition or warranty that cannot be excluded under the law. All conditions, warranties, and undertakings are excluded to the extent permitted by law.

10.2 The Supplier's liability for breach of a non-excludable condition or warranty under these Terms is limited to, at the Supplier's option:

- a. In the case of Goods that are not ordinarily acquired for personal use or consumption, any one of the following:
 - i. Replacement of the Goods or supply of equivalent Goods.
 - ii. Repair of the Goods.
 - iii. Payment of the cost of providing replacement or equivalent Goods.
 - iv. Payment of the cost of having the Goods repaired.
- b. In the case of services:
 - i. Resupply of the services; or
 - ii. Payment of the cost of having the services supplied again.

11.0 COLLECTION AND DELIVERY OF GOODS

11.1 Goods will be considered delivered when they are delivered to the delivery place nominated by the Customer, including to any third party's address.

11.2 The Supplier is not a common carrier and does not accept any obligation as such.

11.3 The Customer shall pay for packing, crating, and delivery charges according to the Supplier's current rates on the date of dispatch.

11.4 If delivery instructions are not provided by the Customer within 14 days of request, the Supplier reserves the right to make a reasonable charge for storage.

11.5 The Supplier may deliver Goods by instalments, and each instalment is considered sold under a separate contract.

11.6 The Supplier is not liable to the Customer for any loss or damage arising from the Supplier's failure to deliver the Goods.

11.7 Unless agreed otherwise in writing, the unloading of Goods is the Customer's responsibility before delivery.

12.0 CLAIMS AND LIABILITY

12.1 Any claims by the Customer relating to the Supplier's failure to comply with an order must be made in writing to the Supplier within 7 days of the delivery date.

12.2 All conditions, warranties and undertakings are excluded to the extent permitted by law.

12.3 The Supplier shall not be liable for any defect or damage caused by the Customer's failure to properly maintain or store Goods, or for using the Goods for a purpose other than their intended use. The Supplier shall not be liable for defects that were apparent or should have been apparent to the Customer upon receipt, or for the Customer's failure to follow instructions or guidelines. The Supplier shall not be liable for fair wear and tear, accidents or acts of God.

13.0 TITLE, RISK AND RETURN OF GOODS

13.1 The Customer assumes sole risk for Goods upon collection or dispatch from the Supplier's premises.

13.2 Title to Goods will not pass to the Customer until the Price and all other amounts owed to the Supplier by the Customer have been paid in full, and the Customer has complied with these Terms. Until then, the Customer will hold the Goods as trustee and agent for the Supplier and must store the Goods separately and in a manner that allows them to be identified as the Supplier's. The Supplier may require the return of the Goods and enter the Customer's premises to inspect or repossess them.

13.3 If any Goods are damaged or destroyed before title passes to the Customer, the Customer assigns to the Supplier all insurance proceeds. If Goods are accepted for return, the Customer will be charged for restocking and repackaging.

14.0 PERSONAL PROPERTIES SECURITIES ACT

14.1 Consent to Registration: The Buyer consents to the Company's registration and maintenance of a security interest in relation to the sale of Goods and proceeds arising from the Goods on the register of the Personal Property Securities Register, in any manner the Company deems appropriate, and agrees to provide all necessary assistance and information for the registration and maintenance of any security interest.

14.2 Financing Statement: The Company may register a financing statement or financing change statement at any time in respect of a security interest, including any purchase money security interest.

14.3 Waiver of Notice: The Buyer waives the right to receive notice of a verification statement relating to any registration of a security interest in respect of the Goods (Section 157(3)(b) of the PPSA).

14.4 Buyer's Obligations: The Buyer undertakes to do anything necessary, including executing any new document or providing any information, to enable the Company to acquire and maintain one or more perfected security interests under the PPSA in respect of the Goods and their proceeds, to register a financing statement or financing change statement, and to ensure that the Company's security position and rights and obligations are not adversely affected by the PPSA. The Buyer agrees not to register a financing change statement without the Company's prior written consent and not to register, or permit to be registered, a financing statement or

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a financing change statement in favour of a third party without the Company's prior written consent.

14.5 Exclusion of Provisions: If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising under or in connection with the sale of the Goods, the following provisions of the PPS Act will not apply, and the Buyer will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96: section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 130; section 132(4); section 135 and section 143.

14.6 Confidentiality: The Buyer and the Company agree not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person or any other person requested by an interested person unless otherwise agreed, and to the extent permitted by the PPSA. The Buyer waives any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclosure of such information.

14.7 Collateral Description: For the purposes of section 20(2) of the PPS Act, the collateral refers to any Goods described in any Sale Agreement provided by the Company to the Buyer from time to time.

14.8 Security Agreement: This Sale Agreement is a security agreement for the purposes of the PPS Act.

14.9 Payment Application: The Company may apply any amounts received in connection with this Sale Agreement to satisfy obligations secured by a security interest contemplated or constituted by this Sale Agreement in any way it determines in its absolute discretion.

14.10 Notice of Change: The Buyer agrees to notify the Company in writing of any change to its name or details within seven days of the change.

SECTION B - GUARANTEE & INDEMNITY

Guarantee and Indemnity Agreement between Guarantor/s, Customer and Supplier.

IT IS AGREED:

- 1.0 The Guarantor/s have requested the Supplier to supply Goods to the Customer and to extend credit to the Customer, and the Supplier has agreed to the request of the Guarantor/s in consideration of their agreement as follows:
- 2.0 The Guarantor/s guarantee to the Supplier the punctual payment of the monetary liabilities of the Customer (on any account and in any capacity whatsoever and including liabilities in respect of the Goods) which are now owing, or may from time to time be owing by the Customer to the Supplier (Amount Owing).
- 3.0 The Guarantor/s acknowledge and agree that the Amount Owing includes any legal and other costs and expenses incurred or to be incurred by the Supplier in seeking payment from the Customer or in enforcing this Guarantee and Indemnity against the Guarantor/s.
- 4.0 If there is more than one (1) guarantor, the Guarantors are jointly and severally liable to the Supplier for the Amount Owing.
- 5.0 This Guarantee and Indemnity is a continuing obligation of each Guarantor/s for the full amount of the Amount Owing which may be owing from time to time and binds the successors and assigns of the Guarantor/s and will not be affected by:
 - a. the death, incapacity, bankruptcy, of a Guarantor or the Customer; or
 - b. a Guarantor or the Customer which is a company becoming an externally administered company pursuant to the Corporations Act 2001(Cth).
- 6.0 If the obligation of any Guarantor in respect of any part of the Amount Owing is unenforceable, the Guarantor's obligations in respect of the balance of the Amount Owing will not be affected by such unenforceability.
- 7.0 If any payment or other transaction relating to or affecting the Amount Owing is:
 - a. void, voidable or unenforceable in part or in whole; or
 - b. is claimed to be void, voidable or unenforceable, and that claim is upheld, conceded or compromised in whole or in part; the liability of each of the Guarantor/s is the same as if that payment or transaction (or the void, voidable or unenforceable part of it); and any release, settlement or discharge made in reliance on anything referred to in paragraph (b) above, has not been made, and the Guarantor/s must immediately take all action and sign all documents necessary or required by the Supplier to pay to or restore to the Supplier the Amount Owing in full.
- 8.0 If all or any of the Amount Owing is:
 - a. not recoverable from the Customer; or
 - b. not recoverable from a Guarantor under this Guarantee and Indemnity;
 each of the Guarantor/s, as a separate and principal obligation, indemnifies the Supplier against any loss, liability, expense or outgoing suffered, paid or incurred by the Supplier in relation to such amounts and must pay the Supplier an amount equal to such amounts.
- 9.0 For the avoidance of doubt, it is expressly acknowledged by the Guarantor/s that the Guarantor/s' obligations extend to and may include Amount Owing and other obligations of the Customer which have arisen before or after the date of this Guarantee.
- 10.0 For the purpose of securing payment of the Amount Owing, the Guarantor/s hereby charge in favour of the Supplier all legal, equitable and beneficial interest in real property which it, he or she now or might subsequently acquire a legal or beneficial interest in, and authorize and consent the Supplier to lodge a caveat upon title of the Guarantor/s real property. The Guarantor/s shall not object to the lodgement or upholding of the said caveat or take any steps to have any such caveat removed from the Automated Titles System register (Queensland) or its equivalent in jurisdictions to which the Guarantor/s real property is registered.

ACKNOWLEDGMENT

- 11.0 Each Guarantor acknowledges, affirms and agrees that:
 - a. they had the opportunity to seek independent legal advice before signing the Guarantee and Indemnity;
 - b. they understand the nature of the Guarantee and Indemnity;
 - c. they understand the extent of their liability as a Guarantor;
 - d. they understand how their liability could be enforced; and
 - e. they have agreed that the Supplier may obtain information about their commercial activities or credit worthiness from a business that provides such information, for the purpose of assessing their suitability as a Guarantor.

ASSIGNMENT AND NOVATION

- 12.0 The Supplier has the right to assign, novate or dispose of its rights and obligations under this Guarantee at any time, by providing written notice to the Guarantor/s. The Guarantor/s agree that any orders for Goods made by the Customer after the date of the notice of assignment will be considered as acceptance of such assignment.

LAWS TO GOVERN PROVISIONS OF THE GUARANTEE AND INDEMNITY

This Guarantee and Indemnity shall be governed by and construed in accordance with the laws of New South Wales.

Guarantor

(Print Name)

(Signature)

Date: / /

Witness

(Print Name)

(Signature)

Date: / /

Guarantor

(Print Name)

(Signature)

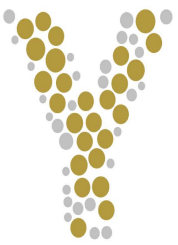
Date: / /

Witness

(Print Name)

(Signature)

Date: / /



YALANJI SUPPLIES

ABN 53 604 117 811

YALANJI SUPPLIES PTY LTD

ABN 53 604 117 811
Tel 1300 885 870
Email accounts@yalanjisupplies.com.au
Web www.yalanjisupplies.com
Address 92 Charlotte Street Cooktown 4895 / 462 Koah Road Koah 4881

OFFICE USE ONLY

Representative	<input type="text"/>	Initial Credit Limit	<input type="text"/>
Distribution Centre	<input type="text"/>	Credit Check	<input type="text"/>
Delivery Zone	<input type="text"/>	Credit Reference	<input type="text"/>
	<input type="text"/>	Approved Payment Terms	<input type="text"/>
	<input type="text"/>	Date Approved	<input type="text"/>
	<input type="text"/>	Signature	<input type="text"/>
Yalanji Supplies A/C #	<input type="text"/>		
Opened by	<input type="text"/>		
Opened date	<input type="text"/>		
Sales Rep Code	<input type="text"/>		