



## CENTRAL PURCHASING LIMITED

PO BOX 1008 CANNING BRIDGE APPECROSS WA 6153  
 ABN: 89 411 500 151 PHONE: (08) 6314 0988

### CREDIT APPLICATION

<b>BUSINESS STRUCTURE</b> (Tick Box)
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SOLE TRADER	PARTNERSHIP	COMPANY	TRUST
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<b>APPLICANT DETAILS</b>
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NAME OF APPLICANT			
NAME OF BUSINESS			
PRINCIPAL PLACE OF BUSINESS ADDRESS			
REGISTERED OFFICE			
DELIVERY ADDRESS			
ACCOUNT CONTACT			
DELIVERY CONTACT			
TELEPHONE NO		ABN	
EMAIL ADDRESS		ACN	

<b>DIRECTORS OF APPLICANT DETAILS</b> Please Complete Information Below for All Individuals and Attach a Separate Page if Required.
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1. FULL NAME			
HOME ADDRESS			
BUSINESS TELEPHONE NO		MOBILE TELEPHONE NO	

2. FULL NAME			
HOME ADDRESS			
BUSINESS TELEPHONE NO		MOBILE TELEPHONE NO	

<b>TRUSTS</b> If applicant is the trustee of a trust this section must be completed
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NAME OF TRUST	
DATE TRUST ESTABLISHED	
DETAILS OF TRUST DEED	

**FURTHER APPLICANT INFORMATION****ACCOUNTANT**

<b>NAME</b>	
<b>CONTACT</b>	
<b>ADDRESS</b>	
<b>PHONE</b>	

**BANK**

<b>NAME</b>	
<b>CONTACT</b>	
<b>ADDRESS</b>	
<b>PHONE</b>	

**REFERENCES**

(Provide 2 Trade References)

<b>1. NAME</b>		<b>TELEPHONE</b>	
<b>POSITION</b>		<b>COMPANY</b>	
<b>NATURE OF REFERENCE</b>			

<b>2. NAME</b>		<b>TELEPHONE</b>	
<b>POSITION</b>		<b>COMPANY</b>	
<b>NATURE OF REFERENCE</b>			

**CREDIT REQUIREMENTS**

<b>AMOUNT OF AVERAGE MONTHLY TRADING</b>	\$
<b>AMOUNT OF CREDIT REQUIRED PER MONTH</b>	\$

**BANK ACCOUNT DETAILS (FOR REBATES)**

<b>ACCOUNT NAME</b>	
<b>ACCOUNT BSB</b>	
<b>ACCOUNT NUMBER</b>	

**CPS'S EFT DETAILS:****BANK: COMMONWEALTH BANK****ACCOUNT NAME: CENTRAL PURCHASING LIMITED****BSB: 066500****ACCOUNT NO: 10614502**

The Applicant specified above applies for credit with CENTRAL PURCHASING LTD (CPS) and agrees to abide by the attached Trading Terms:

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**GUARANTEE**

**PLEASE SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS GUARANTEE**

I/We being duly authorised officers or representatives of the Applicant having applied for credit with CPS agree on behalf of myself/ourselves and the Applicant to CPS's attached Trading Terms, warrant that I/we have answered the questions and provided the information in this Application to the best of my/our knowledge and belief, and that as far as I am/we are aware the answers and information are true and correct in all respects, and that no relevant details have been omitted.

I/We irrevocably and unconditionally guarantee the due performance by the Applicant of CPS's attached Trading Terms and the payment of any monies due or payable by the Applicant to CPS whether advanced by the way of credit to or otherwise due and payable by the Applicant. I/We indemnify CPS against any loss incurred because the Applicant is not bound by some or all of its obligations under the Trading Terms. I/We acknowledge that this guarantee may be enforced against me/us without CPS taking any steps or proceedings against the Applicant and if there is more than one guarantor, against either one of us. I/We confirm that this is a continuing guarantee to CPS for all debts whatsoever and whensoever incurred by the Applicant with CPS in respect of goods to be supplied or supplied to it and will remain in force until CPS provides a written release. I/We acknowledge that CPS's agreement to provide credit to the Applicant is conditional upon this guarantee being provided.

Tick if new member is the Guarantor:

Signature of Guarantor:.....	Position Held .....
Full Name: .....	Date:.....
Witnessed by: .....	Date:.....
Full Name: .....	
Address: .....	
.....	

Please attach a copy of the following:

- Your Business Registration
- Front & Back of Driver's Licence

*Please Note: A copy of both sides of the Director's Driver's License provided will be retained for ID purposes.*

**The Applicant is not entitled to credit from CPS unless and until it receives written notice from CPS that its application for credit has been approved.**

## PRIVACY AUTHORITY

**1. Acknowledgment of Disclosure of Credit Information to Credit Reporting Agency**

1.1 I/We acknowledge that the Privacy Act 1988 allows the credit provider to disclose to a credit reporting agency certain personal information about my/our application for credit, including but not limited to:

- (1) such permitted particulars about me/us which allows me/us to be identified;
- (2) payments which become overdue more than 60 days, and for which collection action has commenced;
- (3) payments authorised by me/us which have been dishonoured more than once;
- (4) the opinion of the credit provider that I/we have committed a serious credit infringement.

1.2 I/we understand that the credit provider has informed me/us of its disclosure to a credit reporting agency of information about me/us and I/We so authorise such disclosures.

**2. Authority for Credit Provider to perform certain permitted actions concerning an Application for Credit**

- 2.1 I/We agree that, if it is considered relevant in assessing my/our application for credit, or as a guarantor of credit, the credit provider may obtain respectively a report on my/our commercial worthiness from a commercial credit reporting agency or a report on my/our personal credit worthiness from a credit reporting agency.
- 2.2 I/We agree that, if it is considered relevant to collecting my/our overdue credit payments, the above-named credit provider may receive a credit report concerning me/us from a credit reporting agency.

3. **Declaration**

- 3.1 I/We acknowledge and agree that CPS:
- (1) is authorised to contact any appropriate third parties or credit agencies to verify the accuracy of the information in this application and to retain any information obtained for its records; and
- (2) is relying upon information contained in this application as a material factor in considering this application.

SIGNATURE: \_\_\_\_\_  
(1<sup>st</sup> Director/Partner/Individual) (Print name) (date)

SIGNATURE: \_\_\_\_\_  
(2<sup>nd</sup> Director/Partner/Individual) (Print name) (date)

## TRADING TERMS

1. In these Trading Terms:
- (a) **Charge Back Suppliers** means suppliers of goods and/or services to the Customer under CPS's credit facility;
- (b) **CPS** means CENTRAL PURCHASING LTD ABN 89 411 500 151;
- (c) **Customer** means the applicant described in the Credit Application; and
- (d) **Trading Terms** means these trading terms and conditions.
2. These Trading Terms apply to the supply of all goods and services to the Customer and CPS or a Charge Back Supplier including but not limited to where credit has been provided.
3. The Customer agrees to adhere to these Trading Terms. The only terms which are binding upon CPS are:
- (a) those set out in these Trading Terms or otherwise agreed to in writing by CPS; and
- (b) those, if any, which are imposed by law and which cannot be excluded.
4. The Customer is not entitled to any credit facilities until it receives written notice from CPS stating that credit has been approved and facilities have been granted. Until the Customer receives such notice in writing from CPS any goods that are supplied by CPS or a Charge Back Supplier to the Customer shall be on the basis of payment on or before delivery or as otherwise specified by CPS.
5. The following terms apply to the supply of goods and/or services by CPS or a Charge Back Supplier to the Customer:
- (a) Payment must be made no later than the earlier of the date stated on the invoice or the 28<sup>th</sup> day of the calendar month following the month of sale.
- (b) Payment is deemed to be made once cleared in CPS's nominated bank account.
- (c) Time is of the essence in respect of the Customer's obligation to make payment.
- (d) If the Customer defaults in making payment to CPS in accordance with these Trading Terms, CPS may in its absolute discretion:
- (i) charge the Customer interest calculated on the portion of the Customer's account overdue at the rate of 1.25% per month from the date on which the default arose; and
- (ii) require the Customer to reimburse CPS for all collection costs including legal costs incurred by CPS calculated on a solicitor and client basis as a consequence of CPS instructing its solicitor to provide advice to it in connection with the default and/or to institute such recovery process as CPS in its discretion decides.
- (e) Payments made by the Customer to CPS must be applied as follows:
- (i) firstly, as reimbursement for any collection costs incurred by CPS in accordance with clause 5(d)(ii);
- (ii) secondly, in payment of any interest charged to the Customer in accordance with clause 5(d)(i); and
- (iii) thirdly, in satisfaction or part satisfaction of the oldest portion of the Customer's account.
- (f) CPS is entitled to, at any time without notice, terminate any credit arrangement with the Customer. On termination, all amounts then owing become immediately due and payable and recoverable as a debt payable by the Customer to CPS. If not paid, CPS may retake possession of all goods that have been delivered which are in the Customer's possession.
- (g) CPS may at any time request such security or additional security as CPS in its discretion requires and may withhold the supply of any goods and/or services and terminate any existing credit arrangements until the additional security is given in a form satisfactory to CPS.

- (h) Each of the officers' or representatives' guarantees must provide a continuing guarantee to CPS for all the Customer's debts to CPS whatsoever. CPS may exercise its rights under any such guarantee without first having recourse to the Customer.
  - (i) CPS may at any time at its sole discretion reduce or limit the amount of credit to be provided to the Customer to an amount determined by CPS.
  - (j) Unless otherwise specified in writing, delivery is at the Customer's nominated address and the Customer must pay the costs of delivery. The Customer must make all arrangements necessary to take delivery of the goods. If a delivery date is specified that date is an estimate only and CPS and the Charge Back Suppliers are not liable for any delay or failure in delivery.
  - (k) Goods supplied by CPS or a Charge Back Supplier to the Customer are at the Customer's risk immediately on delivery to the Customer or into the Customer's custody (whichever is the sooner). The Customer must insure the goods at its cost from delivery of the goods until they are paid for in full and if the goods are damaged or destroyed prior to title in them passing to the Customer, CPS or the Charge Back Supplier is entitled to receive all insurance proceeds for the goods without prejudice to any of its other rights including the right to receive payment for the goods and whether or not such amount is due and payable.
  - (l) The Customer must inspect the goods and/or services supplied by CPS or a Charge Back Supplier immediately upon delivery and must within 7 days after the date of inspection give written notice to CPS or the Charge Back Supplier, with particulars, of any claim that the goods and/or services are not in accordance with the contract. If the Customer fails to give that notice, then to the extent permitted by statute the goods and/or services must be treated as having been accepted by the Customer and the Customer must pay for the goods and/or services in accordance with the provisions of these Trading Terms.
  - (m) Property in the goods supplied by CPS or a Charge Back Supplier to the Customer does not pass to the Customer until the money owing for those goods has been paid. In the meantime, the Customer takes custody of the goods and retains them as the fiduciary agent and bailee of CPS. CPS may register on the register established by the *Personal Property Securities Act 2009* (Cth) (**Act**) its interest in the goods as a security interest granted by the Customer in favour of CPS at CPS's discretion. If notified by CPS, the Customer must at its cost take all steps considered necessary or desirable by CPS to ensure its security interest is enforceable and to perfect or better secure the position of CPS in respect of the security. CPS is not obliged to give any notice or provide copies of any documents under the Act (including notice of a verification statement) unless the notice is required by law and cannot be excluded. The Customer may not disclose any information of a kind referred to in section 275(1) of the Act that is not publicly available.
  - (n) The Customer charges all of its present and future interest and all its present and future rights in relation to any land and any other property other than personal property to which the Act applies (**Other Property**) in favour of CPS. If demand is made by CPS, the Customer will immediately execute a general security deed, mortgage or other instrument of security, or consent to a caveat, as required, and in the event that the Customer fails to do so within a reasonable time of being so requested, the Customer hereby irrevocably and by way of security, appoints any credit manager or solicitor engaged by CPS to be its true and lawful attorney and agent to execute and register such instruments and hereby ratifies and indemnifies the attorney from all claims and liabilities arising in relation to the exercise in good faith of this power of attorney. Notwithstanding any other provision in this clause and in addition thereto CPS may lodge a caveat noting the interest given by this charge on the title of any property of the Customer at its discretion.
  - (o) If the Customer, being a corporation, intends to effect a change in its majority control, whether by a change in its voting shareholders or by a change in its directors, it must first obtain CPS's consent in writing. CPS may require that additional security be supplied and if this is not provided, CPS may rely upon the personal guarantees provided by the previous officers or representatives.
6. The Customer declares and warrants that as at the date of this Application, the Customer is solvent and able to pay its debts according to applicable trading terms.
  7. The Customer indemnifies CPS against:
    - (a) all losses incurred by CPS;
    - (b) all liabilities incurred by CPS; and
    - (c) all costs actually payable by CPS to its own legal representatives (whether or not under a costs agreement) and other expenses incurred by CPS in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal);
 arising directly or indirectly as a result of or in connection with the supply of goods and/or services by CPS or a Charge Back Supplier to the Customer unless caused by wilful misconduct on the part of CPS.
  8. CPS may commence legal action against the Customer if the goods are not paid for within CPS's usual payment terms or any separate arrangement for payment made by CPS with the Customer notwithstanding property in the goods has not passed to the Customer.
  9. If anything in these Trading Terms is unenforceable, illegal or void then it is severed, and the rest of these Trading Terms remain in force.
  10. CPS may vary these Trading Terms at its sole discretion on 30 days' written notice to the Customer.

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**OFFICE USE ONLY**

Date Application Received: ..... Account No: .....

Date Application Approved: ..... Account Limit: \$ .....

Date Applicant Notified: .....

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