

**PADDY PALLIN ADVENTURE EQUIPMENT PTY LTD
APPLICATION FOR 30-DAY CREDIT ACCOUNT**

ACCOUNT NAME : _____

A.B.N: _____

POSTAL ADDRESS: _____

DELIVERY ADDRESS: _____

NAME OF PERSON AUTHORISED TO CONFIRM FINANCIAL DETAILS: _____

PHONE: () _____

EMAIL: _____

FAX: () _____

MANAGING DIRECTOR: _____

HOME ADDRESS: _____

BANK: _____

ACCOUNT NO: _____

BRANCH NO: _____

CREDIT LIMIT APPLIED FOR: _____

TRADE REFERENCES: (THREE TO BE SUPPLIED)

FAX: () _____

FAX: () _____

FAX: () _____

ACCEPTANCE OF TRADING TERMS:

A pre-requisite of establishing credit facilities is acceptance of the Terms & Conditions of Trade of Paddy Pallin Pty Ltd as stated herein. Failure to abide by the Terms & Conditions of Trade will result in automatic credit suspension for 45 days.

I/We acknowledge and accept the Terms & Conditions of Trade attached to this Application for Credit, including clause 25 relating to the Privacy Act 1988. In the event that Paddy Pallin Pty Ltd require an executed Guarantee, Indemnity & Charge. I/We have executed the Guarantee & Indemnity attached to this Application for Credit.

Terms and Conditions

1. Order Placing

- All orders placed with Paddy Pallin Pty Ltd are made subject to your acceptance of our Terms and Conditions contained herein.
- Freight will be applicable if stated on the quote.
- Freight and Insurance: Transport of goods from our warehouse is the responsibility of the customer. Unless customers nominate a preferred Carrier, it will be assumed in the absence of specific directions from the customer that the customer consents to the goods being sent with either Paddy Pallin Pty Ltd preferred Carrier or Australia Post, at the Consignee's expense, not including insurance coverage. If insurance is required, this needs to be advised at the time the order is placed. Paddy Pallin Pty Ltd assumes no responsibility for the loss, damage or theft of goods, once they have been dispatched from our warehouse.

2. Commercial Credit Accounts

- Paddy Pallin Pty Ltd provides a 30-day Commercial Credit Account facility to customers who have applied and have been approved for credit. Accounts are due for payment at the end of the month following the month of invoice.
- A customer will be able to purchase products while their Commercial Credit Account remains within its credit limit and repayment is made on the terms herein.
- This account can be reviewed at any time based on trading, account and performance and needs. In the event that a failure to observe our Terms and Conditions, we reserve the right to renegotiate or cancel this Commercial Credit Account facility.

- Prior to approval of a Commercial Credit Account application, all orders remain strictly payment "before delivery".
- Any credits relating to this account can only be taken up in the month of issue and cannot be used against past invoices.

3. **Payment**

Paddy Pallin Pty Ltd accepts payment of its accounts by the following –

(i) **Direct Deposit**

Payment to be made to:

Bank: **National Australia Bank (NAB), 255 George Street,
Sydney, NSW 2000**
 BSB Number: **082 057**
 Account Number: **578678774**
 Reference to be used: **Invoice Number supplied**

(ii) **Cheque**

Goods can be purchased by remittance of a personal, company or bank cheque together with the appropriate invoice number.

4. **Interest and Recovery Costs**

- Interest shall be paid on overdue accounts calculated from the day following the date upon which the account was payable, at the rate of **10% per annum** and without any demand being made.
- Any costs incurred by Paddy Pallin Pty Ltd in recovering outstanding accounts or goods pursuant to clause 6(c) shall be borne by you.

5. **Product Return Procedure**

When goods are returned for credit or warranty reasons, you **must within a reasonable time** from the date of receiving the goods, contact our Customer Service Department. Please call the Paddy Pallin Pty Ltd office to confirm return details.

- Freight costs on any return are your responsibility and all costs associated with same shall be borne by you. If return is deemed to be covered under warranty return postal charges will not be charged.
- Credit for any return can only be taken up in the month that the goods are received by Paddy Pallin Pty Ltd. These credits cannot be used against the invoices in preceding months.

6. **Title in Goods**

- The goods shall remain the sole and absolute property of Paddy Pallin Pty Ltd as legal or equitable owner until such time as you shall have paid to Paddy Pallin Pty Ltd the full purchase price. Following such payment, title to the goods shall be transferred to you provided that payment shall not be deemed to be made until any cheque in payment has been duly honoured.
- You acknowledge that you are in possession of any goods purchased from Paddy Pallin Pty Ltd solely as bailee for Paddy Pallin Pty Ltd until such time as the full price thereof is paid to Paddy Pallin Pty Ltd.
- Your rights to possession of the goods shall cease if you do anything or fail to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding up.
- If new objects are made out of the goods supplied, then Paddy Pallin Pty Ltd will be deemed the owner of the new goods as surety for the payment of the full price for the goods supplied.
- Until full payment for the goods supplied has been received by Paddy Pallin Pty Ltd, you shall keep the goods and new objects (comprising the goods sold) in your capacity as fiduciary owner thereof and shall store them in such a way that they could be separately recognized in your premises or at any other place of your business.

- (f) You shall be entitled to sell the new objects to a third party in the normal course of carrying on your business for a full and proper purchase price.
- (g) All moneys or consideration received by you for selling the new objects or goods to a third party shall be held on trust Paddy Pallin Pty Ltd until such time as you pay the full purchase price to Paddy Pallin Pty Ltd.
- (h) Goods must be cared for and used for the purpose outlined by the manufacturer, Paddy Pallin will not be liable for any damage or injury resulting from neglect or improper use.

7. Governing Law

These Terms and Conditions shall be governed by the laws of New South Wales.

I have read the Terms and Conditions set out in this document and agree to them.

Signed: Name:

Position: Date:

Authorised officer of

.....PTY LTD ACN.....

Guarantee & Indemnity

I/We the director/s and/or secretary of ACN ("the Company") do hereby guarantee to Paddy Pallin Pty Ltd ABN 84 001 204931 in our personal capacity as co-debtors the whole of the monies due and payable to it by our company now or in the future and this Guarantee shall be a continuing Guarantee and we hereby indemnify Paddy Pallin Pty Ltd in respect of any failure by the Company to make payment or perform or observe any covenant, obligation term or condition of the proposed trade contract between the Company and Paddy Pallin Pty Ltd as set out above.

Signed: Name:

Position: Date:

Signed: Name:

Position: Date:

Signed: Name:

Position: Date:

For Office Use only

Credit Limit:

New Account No.:

Approved by:

Date: