

APPLICATION FOR COMMERCIAL CREDIT

Thankyou for applying for credit with Powerlink Distribution. ("PD")

Once your application is approved we look forward to a long and sucesful business partnership together.

Failure to fill in all blanks may delay processing. Application must be signed by owner , duly authorised officer or partner. If Applicant is a guarantor then Director's guarantee and indemnity is required.

Please return copy by email to ensure quick evaluation.

Return original by post to above address.

Company/s or Applicants Full Name		Date
<input type="text"/>		<input type="text"/>
Trading Name		A.B.N. Number
<input type="text"/>		<input type="text"/>
Company Address		Credit limit requested
<input type="text"/>		<input type="text"/>
Shop Address		
<input type="text"/>		
Telephone Number	Fax Number	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>

Business Type - Please Highlight appropriate

<input type="checkbox"/> Sole trader	<input type="checkbox"/> Company	<input type="checkbox"/> Partnership
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Names of Principals (Directors, Partners, Individuals)

1	Name	Telephone
	<input type="text"/>	<input type="text"/>
	Address	
	<input type="text"/>	
2	Name	Telephone
	<input type="text"/>	<input type="text"/>
	Address	
	<input type="text"/>	
3	Name	Telephone
	<input type="text"/>	<input type="text"/>
	Address	
	<input type="text"/>	

Bank Details & Account Type

Bank	Branch
<input type="text"/>	<input type="text"/>
Account Number including BSB	Overdraft Account
<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Overdraft Limit	
<input type="text"/>	

COMMERCIAL CREDIT

In consideration of the extension of credit as specified in the CREDIT LIMIT REQUEST by the aforementioned Corporation/ Partnership/ Proprietorship and establishment of a credit account, the applicant acknowledges liability for payment of amounts due to Powerlink Distribution ("PD") for delivery of goods sold by ("PD") to the Applicant pursuant to the following Terms & Conditions & associated invoices issued by Powerlink Distribution

If ("PD") must take action to recover monies owing in breach of the following terms and conditions , the applicant agrees to pay Powerlink Distribution reasonable costs and expenses incurred in collection including but not limited to legal fees, court costs and interest.

Terms and Conditions

1. In these Trading Terms and Conditions on any invoice rendered by Powerlink Distribution
i "These conditions" mean these Trading Terms and conditions and any terms or other details contained in an invoice or other document rendered by Powerlink Distribution to the Purchaser;
- ii "Goods" means all goods, equipment or items of any nature sold by ("PD") and includes, where appropriate any services of any kind provided by Powerlink Distribution; and
- iii "Purchaser" means a purchaser of any goods.
2. PM&M's payment terms are strictly 30 days nett from invoice date for accessories and 14 Days from invoice date for phones.
3. PM&M will suspend supply if your account is not paid within terms. An account fee calculated at the rate of 2% per month on the overdue balance of the account will be charged on accounts overdue by more than 60 days on accessories and 7 days on phones.
4. Accounts paid by credit card will incur a 2% fee.
5. All goods sold by "PD" are sold subject to these conditions. The Purchaser will be bound by these conditions upon an order for goods made by the Purchaser being accepted by "PD"
6. These conditions will have priority over any terms and conditions of the Purchaser and the terms of all other contracts, correspondence or discussions between ("PD") and the Purchaser and represent the entire agreement between ("PD") and the Purchaser.
7. The property in any goods shall not pass to the Purchaser until such time as ("PD") has been paid in full all moneys owing for the goods.
8. All claims for wrong or short deliveries or damaged goods must be made in writing within 7 days from receipt of goods and must quote the invoice number.
9. All requests for credit must quote the original invoice number and date of invoice.
10. Goods for return should be shipped as per our instructions at your expense after an R.A has been authorized.
11. "PD" reserves the right to apply a re-stocking fee of 15% on any returned goods. Where goods are accepted for credit "PD" will be entitled to apply a handling charge to recover our expenses. Goods carrying dealer price labels, or damaged by the removal of these labels, will only be accepted at less 20% restocking fee.
12. All prices are subject to change without notice. Prices charged will be the ruling prices at the date of invoicing.
13. These conditions shall not exclude, restrict or modify any rights or remedies, which the Purchaser may have by virtue of the provision of the Trade Practices act (Cwth) 1974 or any other applicable legislation.
14. The laws of the Commonwealth of Australia and the State of NSW shall govern these conditions.

EXECUTED

AT

ON

ON BEHALF OF

BEFORE

Witness signature

Print witness name

Authorised representative

Print representative name

GAURANTEES

A

i The aforementioned director(s) Guarantee payment by the aforementioned Company to Powerlink Distribution ("PD") of each and all sums of money, charges, interest and fees which the aforementioned Company may be, or may hereafter become liable to pay ("PD");

ii On any account whatsoever ("the Guaranteed Moneys"); and / or

In respect of any breaches of the aforementioned company in respect of the aforementioned Terms & Conditions; and / or

B

The aforementioned director(s) agree AND GUARANTEE that he/she/they will indemnify, keep indemnified and save harmless ("PD") in respect of any losses, damages, costs or expenses suffered by or occasioned by ("PD") as a result of any failure by the aforementioned Company to pay all or any of the Guaranteed Moneys / Commercial Credit or payable in respect of any breaches of the Terms & Conditions (including but not limited to legal fees).

C

The aforementioned director(s) Agree that the aforementioned Guarantee and Indemnity shall not be affected by:

a)

The administration in insolvency or contractual incapacity of the Company or any guarantor;

b)

Any waiver by ("PD") of the exercise of its rights or any time or other indulgence given to or compromise, composition or arrangement made with the Company or guarantor;

c)

The death of any co-guarantor or the failure of any co-guarantor to execute this Guarantee and Indemnity; or

d)

The release of any co-guarantor

D

The aforementioned director(s) acknowledge and agree that:

a)

Where there is more than one guarantor, each of the guarantors is jointly and severally liable under this Guarantee and Indemnity; and

b)

This Guarantee and Indemnity shall be:

i.

A continuing Guarantee and Indemnity and shall remain in full force and effect until all of the Guaranteed Moneys, outstanding Commercial Credit money and / or all breaches of the aforementioned Terms & Conditions on behalf of the aforementioned company have been rectified by payment of all outstanding monies to ("PD");

ii.

Binding on his / her/ their heirs, successors and assigns; and

iii.

Governed by the laws of the Commonwealth of Australia and the State of New South Wales.

E:

The aforementioned director(s) Agree to pay any stamp duty (including any penalties) assessed on this Guarantee and Indemnity.

EXECUTED

AT

ON

ON BEHALF OF

BEFORE

Witness signature

Authorised representative

Print witness name

Print representative name

Affix Company Seal

Insured Buyer

Customer's Full Name	Registration No. eg. CAN, ABN (if applicable)
<input type="text"/>	<input type="text" value="0"/>
Credit limit request	<input type="text"/>

Reference 1

Referee Company Name	Date	
<input type="text"/>	<input type="text"/>	
Telephone / Facsimile Number	Person spoken to	How long has account been held
<input type="text"/>	<input type="text"/>	<input type="text"/>
Terms of payment		
<input type="text"/>		
Average days taken to pay	Average purchases (monthly)	Existing credit limit
<input type="text"/>	<input type="text"/>	<input type="text"/>
Comments		
<input type="text"/>		

Reference 2

Referee Company Name	Date	
<input type="text"/>	<input type="text"/>	
Telephone / Facsimile Number	Person spoken to	How long has account been held
<input type="text"/>	<input type="text"/>	<input type="text"/>
Terms of payment		
<input type="text"/>		
Average days taken to pay	Average purchases (monthly)	Existing credit limit
<input type="text"/>	<input type="text"/>	<input type="text"/>
Comments		
<input type="text"/>		

Reference 3

Referee Company Name	Date	
<input type="text"/>	<input type="text"/>	
Telephone / Facsimile Number	Person spoken to	How long has account been held
<input type="text"/>	<input type="text"/>	<input type="text"/>
Terms of payment		
<input type="text"/>		
Average days taken to pay	Average purchases (monthly)	Existing credit limit
<input type="text"/>	<input type="text"/>	<input type="text"/>
Comments		
<input type="text"/>		

Approval (office use only)

Name of person who has taken up references	Credit limit requested	Credit limit approved
<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Signature	<input type="text"/>	Date <input type="text"/>