



Raw Materials Pty Ltd ACN 092 160 800

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CREDIT APPLICATION FORM

Please note: This application will not be accepted unless all sections are completed in full.

Company Name:		ACN:	
Trading Name:		ABN:	
Phone number:		Fax:	
Email:		:	
Postal address:			
Delivery address:			
<input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Company (sole director) <input type="checkbox"/> Company (2 or more directors)			
Credit limit per month/week requested (circle):	\$	Credit terms requested:	<input type="checkbox"/> 7 days <input type="checkbox"/> 14 days

Please attach **3 trade references** for a similar credit limit and terms. Specify name, phone number, fax and email of each referee (who must be willing to provide a verbal or written reference):

1	Company		Ph:	Fax:	Email:
	Contact:				
2	Company		Ph:	Fax:	Email:
	Contact:				
3	Company		Ph:	Fax:	Email:
	Contact:				

Please specify Directors details (all directors details required if a company) *[attach list if insufficient space]*.

Directors name:		DOB:	
Address:		Licence No.	
Directors name:		DOB:	
Address:		Licence No.	

Customer Authorisation:

The Customer acknowledges that they have read and agree to the terms and conditions on the reverse side of this form. Executed by the Customer personally or, where the Customer is a company, by being signed by its director/s:

Customer Signature:		Witness signature:	
Customer Name:		Witness name:	
Date:		Date:	

Guarantee & Indemnity: The Directors each acknowledge that they have read and agree to the guarantee and indemnity on the reverse side of this form. Signed sealed and delivered as a deed by each Director: *[attach list if insufficient space]*

Directors Signature:		Witness signature:	
Directors Name:		Witness name:	
Date:		Date:	
Directors Signature:		Witness signature:	
Directors Name:		Witness name:	
Date:		Date:	

TERMS AND CONDITIONS

1. These terms and conditions apply to all goods supplied by us to you, whether or not we accept your application. You are agreeing to them by placing an order with us.
2. You must pay us the purchase price for the goods we supply to you, together with any other applicable interest, fees or charges:
 - (a) if we notify you in writing that we accept your application – then within the number of days specified on your application after the date upon which you are invoiced for them (or such other period as we agree in writing);
 - (b) if we do not accept your application – then at the time of delivery of the goods to you.
3. We may refuse to extend credit and /or supply goods to you at any time. Time is of the essence for all payments required under these conditions
4. Unless specifically stated otherwise, all prices which we quote or estimate to you are exclusive of GST. If GST is payable on a Taxable Supply made by us to you, then you must also pay the amount of GST payable in respect of that Taxable Supply as additional payment. However, you are not obliged to do so until we provide you with a Tax Invoice or Adjustment Note, as the case may be. In this clause, “**GST**”, “**Tax Invoice**”, “**Taxable Supply**” and “**Adjustment Note**” have the meanings given by the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth).
5. You must pay us interest on any amounts not paid by the due date, from the due date compounding daily at the rate specified on the latest invoice we have given you, or if none is specified then at a rate 4% higher than the then current rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Victoria).
6. Property in goods supplied remains with us until we have been paid in full for all amounts you owe us including payment for the goods and any applicable interest, fees and charges, and until then:
 - (a) you hold the goods only as a bailee and have no right to claim any other interest in the goods, including any security for any liquidated or unliquidated debt or obligation that we owe you, or any lien over the goods;
 - (b) we may enter and recover possession of the goods from any site owned, possessed or controlled by you and you grant us an irrevocable licence to do so;
 - (c) if you deliver or on-supply any of the goods to any person, then you must hold the proceeds of the on-supply of the goods on trust for us and must pay the amount to us immediately when received;
 - (d) you must not allow any person to have or acquire any security interest in the goods except as we may authorise;
 - (e) you must insure the goods for their full insurable or replaceable value (whichever is higher) and provide us with details of the insurance if we request it;
 - (f) your right to possession of the goods ceases if we recall or recover the goods, or if you become insolvent, you enter into voluntary or involuntary administration or receivership, or a petition is filed for your bankruptcy or winding up.
7. You further agree:
 - (a) that the retention of title under the preceding clause is a security interest within the meaning of the *Personal Property Securities Act 2009* (Cth) (“**PPSA**”);
 - (b) to grant us a purchase money security interest (as that term is defined in the PPSA) in relation to the goods;
 - (c) to contract out of all of your existing and future rights under the provisions referred to in paragraphs (a) through to (r) of section 115(1) of the PPSA, to the full extent permitted;
 - (d) to sign any documents or do any things which we may reasonably require to enable us to register a financing statement or financing change statement on the register (as defined in the PPSA);
 - (e) to pay any costs we incur in registering and maintaining a financing statement (including registering a financing change statement) and enforcing the security interest created under these terms and conditions.
8. Risk in the goods passes to you when they are delivered to you.
9. Delivery of the goods to you is deemed to occur when we leave them at the delivery address nominated in your application. You must ensure the delivery address is available to receive goods from 9am to 5pm Monday to Friday. If the delivery address is not open, or we are required to wait or re-deliver, we may charge you extra for delivery.
10. You must not on supply goods after their “use by” or “best before” date.
11. Any specifications or details we may have given you about the goods are only estimates and any deviation does not entitle you to make any claim against us. Any sample is provided only to indicate the general nature of the product, and we do not warrant that goods supplied will correspond with any sample or with any previous or future goods supplied.
12. Except as stated in any separate written warranty we may provide to you with the goods or in any quote we give you, under no circumstances will we have any liability to replace or repair defects in the goods where:
 - (a) the defects have not arisen solely from faulty materials or workmanship;
 - (b) the goods have received maltreatment, inattention or interference or have been used, applied, packaged or stored other than in accordance with our instructions and recommendations;
 - (c) products not manufactured by or approved by us have been used with the goods.
13. Except as provided in these conditions, all express and implied warranties guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded. We are not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the application, supply or use of the goods or arising out of our negligence or in any way whatsoever.
14. If any condition or warranty is implied into this agreement under legislation and cannot be excluded, then our liability is limited to one or more of the following:
 - (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired;
 - (b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
15. Nothing in these conditions is to be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.
16. If you discover or we divulge to you any of our confidential secrets, ideas, know how, concepts or information whether in writing or in any other form or any other confidential information relating to us or our affairs, businesses, sales, marketing or promotional information, or any information about the ingredients, recipe, mix, make-up or manufacturing process of the goods, then you and your staff must keep it strictly confidential.
17. You hereby indemnify us and our employees, directors, contractors and agents against, and release us and them from, any loss (including reasonable legal costs and expenses) or liability incurred by us and/or them arising from any claim, demand, suit, action or proceeding by any person where such loss or liability arose directly or indirectly from or in connection with any breach of these terms and conditions by you unless directly caused by the negligence or default of the person indemnified.
18. You (and your directors if you are a company) authorise us to obtain from, and provide to, other credit providers, and referees named in your application, information about you (and your directors).
19. You may only use credit provided by us for business purposes, not for personal, domestic or household purposes.
20. You (and your directors if you are a company) undertake to inform us immediately of any change to any of the information specified in any attached or overleaf account application form.
21. The directors, in consideration of us agreeing to extend credit to you, hereby unconditionally guarantee to us the due and punctual payment of all amounts payable by you to us and the due performance of all terms and conditions which you are required to perform under these terms and conditions and any agreement you have with us. The directors further agree that:
 - (a) if any of the obligations guaranteed are not enforceable against you, this guarantee is to be construed as an indemnity and the directors hereby indemnify us against any failure by you to make any payment or so perform;
 - (b) this guarantee is a continuing guarantee and applies notwithstanding any partial payment or performance;
 - (c) no waiver of this guarantee or any part of it by us is effective unless in writing;
 - (d) no granting of any indulgence or postponement to you will affect the liability of the directors under this guarantee.
22. The laws of Victoria apply to these terms and conditions.
23. In these terms and conditions:
 - (a) “**we**”, “**us**” or “**our**” means Raw Materials Pty Ltd ACN 092 160 800;
 - (b) “**you**” or “**your**” means the party named as “customer” on the application or overleaf invoice or quote;
 - (c) “**directors**” means the director or directors of you (if you are a company) named on the application, jointly and severally if there are more than one, and includes any legal personal representative of the director or directors;
 - (d) “**goods**” includes any associated services except where the context does not permit;
 - (e) “**application**” means the attached or overleaf application for credit account.