

# Application for Credit Account



**Plastics Australia**  
The Fantastic Plastics People™

A.C.N 010 770 322 A.B.N 83 881 879 733  
PO BOX 33, VIRGINIA QLD 4014 Fax: 3266 4199

**TELEPHONE: (07) 3266 1200**

**www.plasticsaust.com.au**

Date of Application: \_\_\_\_\_

I/We hereby apply to have a credit account opened in my/our name and I/we are supplying the following information in support of my/our application.

Full Trading Name: \_\_\_\_\_  ACN Number

Registered Name: \_\_\_\_\_

Registered Address: \_\_\_\_\_

Principal Place of Business: \_\_\_\_\_  ABN Number

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Web Address: \_\_\_\_\_

**SOLE TRADER** or  **PARTNERSHIP**

- Name/s & Addresses of Owners:

\_\_\_\_\_  
(Surname) (Christian names) (Date of birth) (Address) (Signature)

\_\_\_\_\_  
(Surname) (Christian names) (Date of birth) (Address) (Signature)

*(By signing, the Owners guarantee payment of the account by the business. Should the business fail to pay the account in accordance with the normal credit terms, the Owners agree that they shall be responsible for payment.)*

**PTY LTD Company,**  **PUBLIC CO** or  **TRUST**

- Name/s & Addresses of Directors:

\_\_\_\_\_  
(Surname) (Christian names) (Address) (Signature)

\_\_\_\_\_  
(Surname) (Christian names) (Address) (Signature)

\_\_\_\_\_  
(Surname) (Christian names) (Address) (Signature)

\_\_\_\_\_  
(Surname) (Christian names) (Address) (Signature)

*(By signing, the Directors guarantee payment of the account by the company. Should the company fail to pay the account in accordance with the normal credit terms, the Directors agree that they shall be responsible for payment.)*

## Type of Business:

Manufacturer  Retailer Other (please specify): \_\_\_\_\_

Number of years trading under current name: \_\_\_\_\_

Names of persons authorised to order: \_\_\_\_\_

Instructions for Delivery (include freight company): \_\_\_\_\_

Other Instructions: \_\_\_\_\_

**Application for Credit Account** *continued.*

**Branches:** Does the Partnership / Company own additional branches which are to be included in this application?

_____ <i>(Branch Name)</i>	_____ <i>(Address)</i>	_____ <i>(Telephone Number)</i>	_____ <i>(Fax Number)</i>
_____ <i>(Branch Name)</i>	_____ <i>(Address)</i>	_____ <i>(Telephone Number)</i>	_____ <i>(Fax Number)</i>
_____ <i>(Branch Name)</i>	_____ <i>(Address)</i>	_____ <i>(Telephone Number)</i>	_____ <i>(Fax Number)</i>

**References:**

Bank: _____	Branch: _____
Tel. No. _____	Fax No. _____
Trade (1) _____	Tel. No. _____ Fax No. _____
Trade (2) _____	Tel. No. _____ Fax No. _____
Trade (3) _____	Tel. No. _____ Fax No. _____
Trade (4) _____	Tel. No. _____ Fax No. _____
Estimated Monthly Credit Required: \$ _____	Maximum Credit Required: \$ _____

*The Applicant acknowledges that Plastics (Aust) Pty Ltd relies upon the truthfulness and correctness of the information contained in this document. The Applicant warrants that the information disclosed herein is true and correct. In the event of credit being granted, the Applicant agrees to abide by the conditions of Contract and Terms of Trade as shown on the reverse of this application. The Applicant agrees that Plastics (Aust) Pty Ltd may seek from a credit reporting agency or any other source it sees fit, information to enable Plastics (Aust) Pty Ltd to assess and monitor the initial and ongoing credit worthiness of the Applicant, in accordance with Section 18L(4) and Section 18K(1)(b), of the Privacy Act 1988.*

_____ <i>(Signature)</i>	_____ <i>(Title)</i>	_____ <i>(Signature)</i>	_____ <i>(Title)</i>
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**Office use only Report on this Account**  **Credit Reporting Agency check complete & attached**

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

Other comments

\_\_\_\_\_  
\_\_\_\_\_

Credit Amount Approved: \$ \_\_\_\_\_ Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Account Number: \_\_\_\_\_ Masterfile Amendment: \_\_\_\_\_ PPRS# noted   
PPRS Registration Number: \_\_\_\_\_ Certificate attached

# CONDITIONS OF CONTRACT AND TERMS OF TRADE

Applying to all materials unless otherwise expressly provided in writing.

<b>DEFINITIONS</b>	<p><b>The Seller</b> means Plastics (Aust) Pty Ltd ABN 83 881 879 733, trading as Plastics Australia of 53 Union Street, Toombul Queensland 4012, and includes its successors and assigns.</p> <p><b>The Buyer</b> means any person, firm, corporation or entity, which purchases or orders Goods from the Seller.</p> <p><b>Goods or The Goods</b> means the articles or materials described in any invoice issued by the Seller and supplied to, or to be supplied to the Buyer under an order.</p> <p><b>Order</b> means the agreement resulting from the acceptance by the Buyer of the Seller's offer for the Goods and shall be deemed to include the terms contained in the Conditions of Contract and Terms of Trade, the current price list of the Seller, the information on the face of any invoice, and any variations thereof agreed to in writing by the parties.</p> <p><b>Personal Properties Security Act 2009</b></p> <p><b>PPSA</b> means the Personal Properties Security Act 2009</p> <p><b>Security Interest, Purchase Money Security Interest</b> have the meanings given them by the PPSA.</p>
<b>PRICES</b>	<p>Any price quoted is subject to acceptance within 20 (twenty) working days, and is subject to variation for contingencies beyond our control.</p>
<b>PRICE VARIATION</b>	<p>Any increases or decreases in labour rates or material costs subsequent to acceptance of this order at the quoted price shall, at our discretion, be chargeable to the buyer's account.</p>
<b>QUANTITY</b>	<p>All orders are subject, as is usual trade practice, to 5% variation increase or deficiency in quantity and will be charged or deducted accordingly.</p>
<b>PRELIMINARY WORK</b>	<p>Designs, models, samples, etc. and / or other work produced, whether experimentally or otherwise at the buyer's request will be charged for.</p>
<b>DESIGNS, ARTWORK, etc.</b>	<p>All designs, sketches, artwork, blocks, positives, dies and any other items required for the production of goods are submitted to the customer in confidence and remain our property and copyright by law and trade practice. Charges made are of the use of such items only. All care will be taken with such items supplied to us by the customer, but we accept no responsibility whatsoever for same, longer than 3 (three) months.</p>
<b>PATENTS &amp; COPYRIGHT</b>	<p>The buyer shall indemnify the seller against all claims, actions, penalties, damages, costs and expenses for which the seller may become liable through anything done by the buyer involving a breach of any Patent, Registered Design, Trade mark or copyright or of any Government Regulations.</p>
<b>DELIVERIES</b>	<p>The company does not accept responsibility for goods damaged, lost, stolen, etc. where the purchaser specifies their own transport.</p>
<b>CANCELLATION OF ORDER</b>	<p>Should the buyer cancel the order after tooling up or processing has commenced, or if through circumstances beyond our control (strikes, power restrictions, later delivery of materials etc) we are unable to complete the goods ordered within the time stipulated, all costs incurred shall be for the buyer's account.</p>
<b>CLAIMS</b>	<p>Any complaints against quantity delivered, faulty or damaged goods shall be lodged in writing within seven days of delivery. In the absence of any written claim within this period, we will assume goods to be fully acceptable, and no liability will be admitted.</p>
<b>TAX</b>	<p>Ruling rates will be added to invoices.</p>
<b>PAYMENT</b>	<p>Unless otherwise agreed in writing, terms are net 30 days from the invoice date. If the company experiences delay in delivery due to purchaser failing to issue delivery instructions within seven (7) days, the purchaser shall be deemed to have taken delivery and terms of payment shall apply from that date.</p>
<b>RETENTION OF TITLE</b>	<p>Risk in any goods supplied by Plastics (Aust) Pty Ltd to the customer shall pass when such goods are delivered to the customer or into custody on the customer's behalf; but ownership and title in such goods shall be retained by Plastics (Aust) Pty Ltd until payment is made for the goods. Until such payment has been made in full, the customer shall hold the goods as fiduciary agent and bailee only for Plastics (Aust) Pty Ltd. The customer may resell the goods but only as a fiduciary agent of Plastics (Aust) Pty Ltd. Any right to bind Plastics (Aust) Pty Ltd to any liability to any third party by contract or otherwise is however expressly negated. Any such resale is to be at arms length and on market terms and pending resale or utilisation in any manufacturing process is to be kept separate from its own, properly stored, protected and insured. The customer will receive all proceeds whether tangible or intangible, direct or indirect of any dealing with such goods in trust for Plastics (Aust) Pty Ltd and will keep such proceeds in a separate account until the liability to Plastics (Aust) Pty Ltd shall have been discharged. Plastics (Aust) Pty Ltd is to have power to appropriate payments to such goods and accounts as it thinks fit notwithstanding any appropriation by the customer to the contrary. In the event that the customer uses the goods in some manufacturing process of its own or some third party then the customer shall hold such part of the proceeds of such manufacturing process as relates to the goods in trust for Plastics (Aust) Pty Ltd. Such part shall be deemed to equal in dollar terms the amount owing by the customer to Plastics (Aust) Pty Ltd at the time of the receipt of such proceeds. If the customer defaults in the payment of the price or goes into bankruptcy, liquidation or has a receiver appointed, it shall be lawful for Plastics (Aust) Pty Ltd without notice to enter the customer's premises where the goods maybe and retake possession of them.</p>
<b>PERSONAL PROPERTIES SECURITIES</b>	<p>The Buyer hereby acknowledges that the Conditions of Contract &amp; Terms of Trade constitute a security agreement which creates a security interest in favour of the Seller in all goods previously supplied by the Seller to the Buyer (if any) and all after acquired Goods supplied by the Seller to the Buyer (or for the Buyer's account) to secure the payment from time to time and at a time, including advances. The Buyer gives the Seller a Security Interest in all of the Buyer's present and after-acquired property in which Goods</p>

## ACT 2009

supplied or financed by the Seller have been attached or incorporated.

The Buyer acknowledges and agrees that by agreeing to these terms the Buyer grants a security (by virtue of the retention of title clause in these Conditions of Contract & Terms of Trade) to the Seller and all goods previously supplied by the Seller to the Buyer (or Buyer's account) and these terms shall apply notwithstanding anything express or implied to the contrary contained in the Buyer's purchase order.

The Buyer undertakes to:

- (a) Sign any further documents and/or provide any further information (which information the Buyer warrants to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to enable registration of a financing statement or financing change statement on the Personal Properties Security Register (PPSR);
- (b) Not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the goods without the prior written consent of the Seller, which consent may be given or withheld in the absolute discretion of the Seller
- (c) Give the Seller not less than 14 days written notice of any proposed change in the Buyer's name and or any other changes in the Buyer's details (including but not limited to changes in the Buyer's address, facsimile number, email address, trading name or business practice).
- (d) Pay all costs incurred by the Seller in registering and maintaining a financing statement (including registering a financing change statement) on the PPSR and /or enforcing or attempting to enforce the security interest created by these Conditions of Contract & Terms of Trade including executing subordination agreements, and
- (e) Be responsible for the full costs incurred by the Seller (including actual legal fees and disbursements on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA.

The Buyer waives any rights it may have under section 115 of the PPSA upon enforcement. Pursuant to section 157 of the PPSA, unless otherwise agreed to in writing by the Seller, the Buyer waives the right to receive the verification statement in respect of any financing statement or financing change statement relating to the security interest.

The Buyer agrees that immediately upon request by the Seller, the Buyer will procure from any persons considered by the Seller as relevant to its security position such agreements and waivers as the Seller may at any time require.

## WAIVER

The failure of the Seller to enforce any right or part of any right under the Conditions of Contract & Terms of Trade shall not be considered a waiver of that right or part of a right, and shall not prevent the Seller enforcing that right or part of a right in the future.

## SEVERABILITY

If a clause or part of a clause of these Conditions can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

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