



ABN: 63 112 461 604

7B Commerce Circuit, Yatala QLD 4207

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APPLICATION FOR CREDIT ACCOUNT

Applicant: _____ Trading As: _____

ABN: _____ Company/Partnership/Sole Trader

Date Applicant Commenced Trading: _____

Address for Accounts: _____

Accounts Contact: _____ Phone: _____ Fax: _____

Email Address: _____

Buyer/Manager: _____

Delivery Address: _____

Applicant/Applicants Directors or Partners

Name	Private Address	Private Phone Number
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Business Credit References

Company	Product Purchased	Ph Number
_____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Bank: _____ Branch: _____ Bank Contact: _____

Terms and Conditions

The Applicant hereby acknowledges that all goods supplied by Memories of Australia Pty Ltd (the Company) on credit in accordance with this Credit Account are supplied subject to the following terms and conditions:

1. Credit terms on first orders (New Accounts) are strictly seven (7) days from date of invoice. Invoices for further goods supplied are due and payable thirty (30) days from the end of month from the date of invoice;
2. Any amount outstanding on goods supplied by the company after expiration of the relevant trade terms for that supply accrues interest at a rate of 10% per annum calculated daily and compounded monthly;
3. Orders for Custom Design items cannot be cancelled once the Company has received confirmation of artwork;

4. Risk in the goods purchased, unless otherwise agreed in writing between the parties, shall pass to the Applicant as Buyer upon delivery of the goods to the Buyer, its agent or to a carrier commissioned by the Buyer;
5. Title in the goods purchased from the Company passes to the Buyer in accordance with the following provisions:
 - a) Title in the goods will only pass to the Buyer when the Company receives full payment for those goods supplied including any interest payable for late payment;
 - b) Until full payment is received for those goods, the buyer holds those goods as the fiduciary agent and bailee of the Seller and must ensure that the goods are identifiable, kept separate, and are properly stored, protected and insured;
 - c) The Buyer may on-sell the goods provided always that:
 - i. The Buyer acts as fiduciary agent of the Company, but having no right or authority to bind or otherwise create any liability on the part of the Company to third parties; and
 - ii. All proceeds received by the Buyer for the sale of goods supplied by the Company, for which title has not passed to the Buyer, shall be held in trust for the Company and will keep such proceeds in a separate account until full payment for all amounts to the Company from the Buyer are received by the Company.
6. In the event of the Applicant defaulting in any of the terms of this agreement including the payment of any invoices for goods supplied on credit extended as a result of this agreement then the Company shall have the power and authority to retake possession for the goods supplied and which remain unpaid for and authorises allows the Company or its representative, servant, agent or employee to enter the premises at which the goods are housed or stored for the purpose of retaking possession of those goods. The Company will not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Applicant as a result of the Company retaking possession of the goods;
7. Notwithstanding clauses 6 and 7, the buyer hereby grants the Company the authority to charge all the Buyers real and personal property with its obligations under this agreement and to lodge a caveat over the property of the Buyer to protect its interests with respect to the supply of goods to the Buyer;
8. Where the Applicant issues a purchase order for goods from the Company on credit, a concluded agreement for the purchase of goods from the Company exists on the receipt of the purchase order and the Company setting aside the goods ordered and issuing an invoice for their sale;
9. This agreement is subject to the laws of Queensland and the parties agree to the exclusive jurisdiction of the Minor Debt Court, the Magistrates Court and the District Court at Beenleigh, in the State of Queensland, Australia;
10. All costs relating to the recovery of any amounts due and owing to the Company for goods or services supplied on credit or the recovery of possession of such goods will be payable by the Applicant.

Guarantee

To: Memories of Australia Pty Ltd company ACN: 112461604

in consideration of you granting credit terms to: _____ Applicant Company Pty Ltd (the Debtor)

Directors Names: I/We _____ being directors of the Debtor do Jointly and severally personally GUARANTEE to the Company the payment of all monies which are now or at any time in the future owed by the Debtor to the Company for the supply of goods together with any interest or other costs or charges incurred in connection with attempting to obtain payment of monies owed by the Debtor to the Company and I/We agree that:

- (a) This guarantee is a continuing guarantee which will operate at all times the Debtor owes money to the Company and will not cease to operate by virtue only of:
 - i. Any indulgence given to the Debtor from time to time
 - ii. Payment of any sum of money owed by the Debtor to the Company; or

(b) In the event of any fact or circumstance by which the amount owing becomes unrecoverable from the Debtor for any reason. I/We as a separate and additional primary liability indemnify the Company in respect of such monies and as principle Debtors agree with the Company to pay to the Company when demanded in writing a sum equal to the amount otherwise recoverable by the Company against the Debtor;

(c) It is acknowledged that we do not execute this instrument as a result of or by reason of any promise, representation, statement or information of any kind given or offered to us by or on behalf of the Company;

(d) To Hereby charge all our real and personal property with our obligations under this guarantee and allow the Company to lodge a caveat over our real property to protect its interests under the charge given under the guarantee;

(e) It is acknowledged that the Company may from time to time seek to obtain additional guarantees from other guarantors to guarantee the obligations and debts of the Debtor and we hereby consent to such further guarantees and acknowledge that such further guarantees do not diminish the Company's right under this document.

Dated this _____ of _____ 20____

Signed sealed and delivered by the said: _____

Signed sealed and delivered by the said: _____

In the presence of: _____
(Witness)

In the presence of: _____
(Witness)

I/We declare that the information on this application is in all respects true and correct at the date indicated.

I/We declare that I/We have read Memories of Australia Pty Ltd Terms and Conditions and agree to be bound by them.

Date: _____ / _____ / _____

Print Name: _____

Position: _____

Signed: _____

This Credit Application will not be approved unless all relevant sections are properly completed and the guarantee (in the case of a Company) and Declaration are signed.