



(QLD) PTY. LTD.
RUSSELL & SONS
Dairy Engineers, Pumping & Machinery Agents

18A Goggs Street,
P.O. Box 533,
Toowoomba, QLD, 4350
Phone (07) 46889222
Fax (07) 46392025
info@russellandsons.com.au

ACN 097 854 816

ABN 20 097 854 816

CREDIT ACCOUNT APPLICATION

TYPE OF BUSINESS

☐ COMPANY

☐ PARTNERSHIP

☐ SOLE TRADER

☐ TRUST

BUSINESS DETAILS

Trading Name : _____

Registered Company Name (If App) : _____

Postal Address : _____ State : _____ Postcode : _____

Delivery Address : _____ State : _____ Postcode : _____

Phone Number : _____ Fax Number : _____ Mobile : _____

Contact Person for Accounts : _____ Email : _____

Contact Person for Purchases : _____ Email : _____

A.C.N. or Business Registration Number : _____

A.B.N. (Australian Business Number) : _____

Commencement Date of Business : _____ Credit Request : \$ _____

BANKING DETAILS

Name of Bank : _____ Branch : _____

Address of Bank : _____ State : _____ Postcode : _____

Account Manager : _____ Phone : _____

PERSONAL DETAILS (Name and Address of ALL Directors/Guarantors, Partners, Sole Traders)

1 Name : _____ Phone : _____

Postal Address : _____ State : _____ Postcode : _____

2 Name : _____ Phone : _____

Postal Address : _____ State : _____ Postcode : _____

3 Name : _____ Phone : _____

Postal Address : _____ State : _____ Postcode : _____

4 Name : _____ Phone : _____

Postal Address : _____ State : _____ Postcode : _____



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TRADE REFERENCES

- 1 Name : _____ Phone : _____ Fax : _____
Postal Address : _____ State : _____ Postcode : _____
- 2 Name : _____ Phone : _____ Fax : _____
Postal Address : _____ State : _____ Postcode : _____
- 3 Name : _____ Phone : _____ Fax : _____
Postal Address : _____ State : _____ Postcode : _____
- 4 Name : _____ Phone : _____ Fax : _____
Postal Address : _____ State : _____ Postcode : _____

CREDIT APPLICATION CONDITIONS

The customer and/or Guarantors as listed above acknowledge that they have each read and understood the trading terms that are attached hereto ("Conditions of Sale") and that they hereby make application for and request the Supplier to supply goods and services as and when requested by the customer upon and subject to the trading terms as listed.

The customer acknowledges that credit facilities may be withdrawn at any time without prior notice.

The customer agrees that any change to any of the trading particulars in this application will be notified to Russell & Sons (Qld) Pty. Ltd. Within seven (7) days of such change and is subject to acceptance by Russell & Sons (Qld) Pty. Ltd. and that acceptance of any subsequent payment does not constitute acceptance of and change of any of the above particulars.

If Russell & Sons (Qld) Pty. Ltd. considers it relevant in respect of commercial credit provided to me, I/We agree to Russell & Sons (Qld) Pty. Ltd. receiving from a Credit Reporting Agency a credit report containing personal financial information about me/us. (Privacy Act 1988)

I/We agree that Russell & Sons (Qld) Pty. Ltd. may give to and seek from other credit providers named in this credit application and any credit providers that may be named in a credit report issued by a Credit Reporting Agency information about my/our credit arrangements. I/We understand that this information may include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.

The customer declares that the above information is true and correct.

Signed : _____ Dated this _____ day of _____ 20____

Name (In Block Letters) : _____ Position : _____

RUSSELL & SONS (QLD) PTY. LTD.

CONDITIONS OF SALE

1. **Definitions**

“Conditions” means these Conditions of Sale;
“Customer” means a person, firm or corporation seeking to acquire goods from the Supplier, and if there is more than one, these Conditions bind them jointly and each of them severally;
“Goods” means goods supplied by the Supplier to the Customer;
“Supplier” means RUSSELL & SONS (QLD) PTY. LTD.

2. **Basis of Contract**

- 2.1 The Conditions apply exclusively to every contract for the sale of goods by the Supplier to the Customer and cannot be varied or supplanted by any other condition(s) including those that may be proffered by a Customer or printed on a Customer’s purchase order unless expressly accepted in writing by the Supplier.
- 2.2 Any written quotation provided by the Supplier to the Customer in respect of the proposed supply of goods is deemed to be an invitation only to the Customer to place an order upon that quotation. Quotations are valid for 30 days from the quotation date.

3. **Payment**

Payment for goods must be made within 30 days of the date of the Supplier’s Invoice, unless otherwise specified by the Supplier.

4. **Payment Default**

- 4.1 If the Customer defaults in payment by the due date of any amount payable to the Supplier, then all money which would be payable by the Customer to the Supplier at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and the Supplier may, without prejudice to any other remedy available to it :-
- (a) claim a general lien over all the Customer’s property in the possession of the Supplier and, subject to giving 14 days written notice to the Customer, sell the property by private treaty or public auction, whichever the Supplier in its sole discretion deems appropriate, and apply the proceeds to the repayment of its costs and expenses and any sum which is due and payable by the Customer;
 - (b) charge the Customer interest on any sum due at the rate of 18% p.a. for the period from the due date until the date of payment in full;
 - (c) charge the Customer for all expenses and costs (including legal costs on a solicitor/own client basis) incurred by it in taking whatever action it deems appropriate to recover any sum due;
 - (d) cease or suspend for such a period as the Suppliers thinks fit, supply of goods to the Customer without liability to the Customer or any third party for any loss or damage whether directly or consequentially.

5. **Provision of Credit**

- 5.1 The supplier may at any time and for whatever reason suspend, cancel, reduce or review a Customer’s credit facility without written notice to the customer.
- 5.2 The Supplier may at any time request additional information or the provision of further security in relation to a credit facility and may suspend or cancel a credit facility if the information or security requested is not provided within a reasonable time.

6. **Passing of Property**

- 6.1 Until full payment in cleared funds is received by the Supplier for all goods sold by it to the Customer, as well as any other amounts owing on any account to the Supplier by the Customer :-
- (a) title in the goods remains vested in the Supplier and does not pass to the Customer;
 - (b) the goods are held as fiduciary bailee and agent for the Supplier.
 - (c) the Supplier may without notice, enter any premises where it suspects the goods may be and remove them, notwithstanding that they may have been attached to other goods not the property of the Supplier, and for this purpose the Customer irrevocably licences the Supplier to enter such premises and also indemnifies the Supplier from and against all costs, claims, demands or actions by any party arising from such action.

7. **Pricing**

- 7.1 Prices for the supply of goods exclude consumption or goods and services tax, and any other taxes, duties or imposts imposed on or in relation to the goods in Australia or overseas.
- 7.2 The Customer will arrange and pay for all costs associated with the carriage and insurance of the goods from the Supplier’s nominated collection address unless otherwise specified by the Supplier.
- 7.3 Where there is a change in the costs incurred by the Supplier in relation to the goods, the Supplier may vary its price for the goods or order to take account of such change.

8. **Performance of Contract**

Any period or date stated by the Supplier for collection or delivery of the goods is intended as an estimate only and is not a contractual commitment. The supplier will use its best endeavours to meet estimated dates but will in no circumstances whatsoever be liable for any loss or damage suffered by the Customer or third party for failure to meet any estimated date.

9. **Risk in Goods**

The goods are provided ex-works with risk in goods and all insurance responsibility for theft, damage or otherwise in respect of the goods will pass to the Customer from the time the goods leave the Supplier’s premises whether or not the Supplier has arranged freight of the goods to the Customer’s requested destination. Where goods are supplied on a trial basis, risk in the goods remains at all times with the Customer.

10. **Liability**

- 10.1 Except as specifically set out herein, all conditions and warranties implied into contracts for the supply of goods at law or pursuant to any Federal or State legislation are excluded to the maximum extent permitted.
- 10.2 Subject to and to the extent permitted by State and Federal legislation applicable to the sale of goods, replacement or repair of the goods is the absolute limit of the Supplier’s liability howsoever arising under or in connection with the supply of the goods, the description, quality, condition, performance, assembly, manufacture, merchantability or fitness for purpose of the goods or alternatively the sale, use of or any other dealings with the goods by the Customer or any third party.
- 10.3 The Supplier is not liable for any consequential loss or expense suffered by the Customer or any third party however caused, including but not limited to loss of profits, business or goodwill or any liability to a third party.
- 10.4 Any advice, recommendation, information or assistance provided by the Supplier in relation to the goods supplied by it or their use or application is given in good faith, is believed by the Supplier to be appropriate and reliable, however, it is provided with a disclaimer for any liability or responsibility on the part of the Supplier.

11. **Manufacturer’s Warranty**

- 11.1 The Supplier is not responsible or liable under any manufacturers warranty however, the Supplier will pass on for the benefit of the Customer any warranty provided by the manufacturer of the goods.
- 11.2 This warranty does not apply in circumstances where:
- (a) the goods are not defective;
 - (b) the goods were used/required for a purpose other than for which they were intended;
 - (c) the goods were repaired, modified or altered by any person other than the Supplier;
 - (d) the defect has arisen due to misuse, neglect or accident
 - (e) the defect has arisen due to the incorrect installation of the goods;
 - (f) the goods have not been used, stored or maintained as recommended by the Supplier or the Manufacturer;
 - (g) the defect has arisen due to normal wear and tear on the goods;
 - (h) or, the Customer is in breach of the Conditions.
- 11.3 In order to make a claim under this warranty, a person must:
- (a) give the Supplier written details of any defect in the goods together with documentary proof of the date of purchase and date of installation of end user of the goods within 30 days of identifying the defect;
 - (b) return the defective goods to the Supplier or allow the Supplier or its employees or agents to inspect the goods;
 - (c) provide any information requested by the Supplier in relation to the goods or installation of the goods.

12. **Cancellation**

- 12.1 If, through circumstances beyond the control of the Supplier, the Supplier is unable to supply the goods, then the Supplier may cancel the Customer’s order (even though it has already been accepted) by notice in writing to the Customer. The Supplier will be under no liability to the Customer or any third party for any damages or losses, direct or indirect, resulting from such cancellation.
- 12.2 No purported cancellation or suspension of an order or any part thereof by the Customer is binding on the Supplier after that order has been accepted by the Supplier.

13. **Jurisdiction**

These conditions will be governed by the Laws of Queensland and the parties hereby submit to the exclusive jurisdiction of the Queensland Courts and the Federal Court of Australia (Queensland Registry).