



This Credit Application comprises of Parts A, B and C. Date []

PART A - CUSTOMERS DETAILS

- 1. ("Customer") Name
2. Australian Business Number (ABN)
3. Delivery Address
4. Postal Address
5. Phone Email
6. Is the Customer Company (go to 7.) Trust (go to 8.) Partnership/Sole Trader (go to 9.)
7. If the Customer is a Company, please provide:
(a) Name under which company registered
(b) Australian Company Number (ACN)
(c) Registered address of the company
(d) Business address of the company
(e) Full names, addresses and telephone numbers of each of the directors:
Name Phone No
Address

8. If the Customer is a **Trust**, please provide:

Trust's Name Trust's ABN

Name and address of trustee

If the trustee is a company, please complete item 7.

9. If the Customer is a **Sole Trader or Partnership**, please provide full name/s, address/es and telephone number/s of the sole trader or, if applicable, partners:

Name Phone No

Address

Name Phone No

Address

Name Phone No

Address

Name Phone No

Address

10. How long has the Customer's business been established?

11. How long has the Customer been the owner/proprietor of the business?

12. Customer's details

(a) Accounts

Name Phone No

Email Address

(b) Purchases

Name Phone No

Email Address

13. Trade References (Full trading names and contact details required):

- (a) Contact person Phone No
- (b) Contact person Phone No
- (c) Contact person Phone No

14. Are the Customer's premises occupied by the business owned or leased: Owned Leased

If leased please provide name, address and telephone number of the landlord and the contact person:

Name

Address

Contact person Phone No

15. Credit Amount Required:

The Customer, by signing this Credit Application, acknowledges and agrees that all goods supplied by the Company to the Customer incorporates the conditions of sale referred to in Part C of this Credit Application ("Conditions of Sale") and that the Conditions of Sale shall prevail over all terms and conditions in the Customer's order to the extent of any inconsistency unless expressly agreed to by the Company in writing.

The Customer acknowledges having read, understood and agreed to the Conditions of Sale and confirms that all of the above information is true and complete and that the persons signing this Credit Application on behalf of the Customer are duly authorised by the Customer to do so.

If the Customer is a company or trustee please complete and sign the block below.

Signed for and on behalf of Customer by)

authority of the directors in the presence of:)

Director Director / Secretary

If the Customer is a sole trader or partnership, the sole trader or all partners are to complete and sign the block below.

SIGNED by in the)
presence of:)

Signature of Witness Name of Witness

Address of Witness

SIGNED by in the)
presence of:)

Signature of Witness Name of Witness

Address of Witness

SIGNED by in the)
presence of:)

Signature of Witness Name of Witness

Address of Witness

PART B

Where the Customer is a company or trust, the following guarantee is to be signed by all directors of the company, or where applicable, the directors of the trustee company. Where the trustee is not a company, the guarantee must be signed by each of the trustees as guarantor:

I/We, the undersigned named guarantors (“Guarantors”), in consideration of QCC Australia Pty Ltd ACN 166 775 024 (“Company”) at my/our request agreeing to sell goods from time to time to the Customer, hereby guarantee to the Company the due and punctual payment of all monies due and payable by the Customer to the Company from time to time in respect of goods purchased by the Customer from the Company and further guarantee to the Company the due and punctual performance by the Customer of all the terms of the Conditions of Sale set out in this Credit Application and agree that I/we will indemnify and keep the Company indemnified against any loss or damage howsoever arising which the Company may suffer in consequence of any failure by the Customer to pay the Company on due date for goods supplied by the Company to the Customer or for any failure by the Customer to perform any of its obligations pursuant to the Conditions of Sale.

Where two or more Guarantors are named herein their liability under this guarantee shall be joint and several.

The Guarantors acknowledge that prior to execution of this guarantee they read and understood, as evidenced by their signatures hereto, the terms and conditions of the supply of goods by the Company to the Customer pursuant to this Credit Application and the Conditions of Sale referred to in Part C of this Credit Application and their liability and obligations to the Company as set out in this Part B of the Conditions of Sale.

Date

SIGNED by in the)
 presence of:)

Signature of Witness Name of Witness

Address of Witness

Signature of Witness Name of Witness

Address of Witness

SIGNED by in the)
 presence of:)

Signature of Guarantor Full Name of Guarantor

Address of Guarantor

Signature of Guarantor Full Name of Guarantor

Address of Guarantor

PART C - CONDITIONS OF SALE

1. Delivery
 - 1.1 Any time quoted for delivery is an estimate only and the Company shall not be liable for any loss or damage howsoever arising as a result or consequence of any failure to deliver or delay in delivery arising from any circumstances of whatsoever nature.
2. Property & Risk
 - 2.1 Until the Customer has paid to the Company all moneys owed to it in respect of the goods supplied by the Company to the Customer including any interest payable by the Customer to the Company in accordance with these Conditions of Sale, the legal and equitable title in those goods shall be, and be deemed to be, retained by the Company and property in the goods supplied in accordance with the invoice shall only pass to the Customer when the whole of the purchase price and interest payable thereon for the goods so supplied to the Customer has been paid by the Customer to the Company in full. A cheque or other negotiable security given by the Customer to the Company shall not be deemed to constitute payment for the goods until such time as they are cleared.
 - 2.2 Until the goods are paid for the Customer holds the goods as fiduciary bailee and as an agent for the Company and is required to ensure the goods are separately stored and identified at the Customer's premises as being the property of the Company.
 - 2.3 If the Customer becomes insolvent, commits any act of insolvency or defaults in payment to the Company, the Company shall have the right to retake possession of the goods and, without notice, to enter upon the Customer's premises for the purposes aforementioned.
 - 2.4 The Customer shall also ensure that all goods in its possession received by it from the Company and not paid for shall at all times be properly and comprehensively insured.
 - 2.5 Nothing in this clause 2 shall confer any rights on the Customer to return the goods purchased by it in accordance with these Conditions of Sale or to refuse or to delay payment for the goods.
3. Personal Property Securities Act 2009 ("PPSA")
 - 3.1 The capitalised terms used in clause 3 of these Conditions of Sale, shall have the same meaning as given in the Personal Property Securities Act 2009 ("PPSA").
 - 3.2 The Customer acknowledges and agrees that its acceptance of the terms and conditions set out in these Conditions of Sale, form part of the contract between the Company and the Customer for the supply of goods pursuant to this Credit Application which constitutes a Security Agreement that covers the Collateral for the purposes of the PPSA.
 - 3.3 The Company (as Secured Party) holds a Security Interest over all of the present and after acquired goods supplied by the Company to the Customer and any Proceeds of the sale of those goods ("Collateral").
 - 3.4 Any purchase by the Customer on credit terms from the Company and retention of title pursuant to clause 2 of the Conditions of Sale will constitute a Purchase Money Security Interest ("PMSI").
 - 3.5 The PMSI granted herein will continue to apply to any goods coming into existence or proceeds of sale of goods coming into existence.
 - 3.6 The Company will continue to hold a Security Interest in the goods in accordance with and subject to the PPSA, notwithstanding that the goods may be processed, commingled or become an accession with other goods.
 - 3.7 The Company's Security Interest will be a continuing and subsisting interest in the Collateral with priority to the fullest extent permitted by law over all registered or unregistered Security Interests.
 - 3.8 The Customer will, until title in the goods pass to the Customer, keep all goods supplied by the Company free of any charge, lien or Security Interest and not otherwise deal with the goods in any way that will or may prejudice any rights of the Company under these Conditions of Sale or the PPSA; and
 - 3.9 In addition to any rights granted to the Company pursuant to these Conditions of Sale, the Company may exercise any and all remedies afforded to it as a Secured Party under the PPSA including, without limitation, entry into any building or premises owned, occupied or used by the Customer, to search for and seize, dispose of or retain those goods in respect of which the Customer has granted a Security Interest to the Company.
 - 3.10 The Customer undertakes to sign any documents and provide such information as may be reasonably required by the Company to register its Security Interest over the Collateral and to register, amend or update a Financing Statement or Financing Change Statement in relation to a Security Interest on the PPS Register and indemnifies the Company for all expenses incurred in such registration.
 - 3.11 The Customer will give the Company not less than 7 days written notice of any proposed change in the Customer's name, address, contact numbers, business practice or such other change in the Customer's details registered on the PPS Register to enable the Company to register a Financing Change Statement if required.
 - 3.12 Insofar as the law permits, the Company and the Customer agree that:
 - (a) Sections 96, 125 and 132(3)(d) and 132(4) of the PPSA do not apply to the Security Agreement created under these Conditions of Sale; and
 - (b) The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3) and 132(4) of the PPSA and its rights as a Grantor and/or a Debtor under sections 142 and 143 of the PPSA and further waives its rights to receive a verification statement in accordance section 157 of the PPSA.
 - 3.13 The Customer shall unconditionally ratify any action taken by the Company under this clause 3 which will survive the termination of these Conditions of Sale to the extent permitted by law.
4. Payment Terms
 - 4.1 Unless otherwise agreed in writing between the Company and the Customer, trading terms are net cash thirty (30) days from date of statement issued by the Company. Should payment not be received on time, the Company shall, without prejudice to its rights, be entitled to withdraw credit facilities extended to the Customer.
5. Interest
 - 5.1 If the Customer fails to pay the purchase price for the goods or any other moneys on a due date, then in addition to its other rights under these Conditions of Sale, the Company may charge, and the Customer shall be liable for, interest on any outstanding amount due and payable by the Customer to the Company at the rate of two per cent (2%) per month compounded monthly and calculated from due date for payment to date upon receipt of payment by the Company.
6. Quotations of Prices
 - 6.1 The prices quoted:
 - (a) Are based on the Company's estimated costs of supply at the time of the order and may be increased by the Company on notice to the Customer due to any increase in the Company's cost of supply or delivery of the goods between the date of the order and the date or dates of delivery. The Customer shall be entitled to cancel its order within seven (7) days of receipt of written notice by the Company to the Customer of any increase in the cost of the goods being supplied pursuant to the order. Should the Customer fail to cancel the order, the Customer shall be deemed to have accepted the increase in the cost of the order;
 - (b) Are, unless specified to the contrary in the order, exclusive of delivery costs, cost of insurance, goods and services tax and any and all other taxes, imposts and duties which will be for the Customer's account.

7. Default
- 7.1 On the happening of any of the following events:
- (a) The commission by the Customer of any acts of bankruptcy or the Customer going into liquidation or a petition being presented for the sequestration of the Customer's estate or for the winding up of the Customer; or
 - (b) The Customer assigning its property for the benefit of creditors or having a liquidator, provisional liquidator, receiver, administrator or official manager appointed; or
 - (c) The Customer failing to make any payment to the Company by the due date; or
 - (d) The Customer being in breach of any of these Conditions of Sale,
the Company shall, inter alia, have the right to:-
 - (i) cease supplying goods;
- (ii) decline to deliver the goods or any balance of the goods then due under any agreement or under any transaction;
 - (iii) stop any goods in transit;
- (iv) otherwise cease to perform any of its obligations to the Customer;
- (v) terminate any transaction without incurring any liability at law or in equity without prejudice to its rights to recover amounts owing to it by the Customer including any damages;
- (vi) enter into the premises of the Customer and repossess any goods already delivered and not paid for;
- (vii) recover from the Customer, if applicable, the costs for freight, insurance, handling, storage and other costs and expenses incurred by the Company in relation to the goods supplied or ordered by the Customer; and
 - (viii) sell elsewhere the goods and claim from the Customer any resultant loss.
- 7.2 Should the Company by its servants or agent enter upon any premises where goods are situated for the purpose of repossessing such goods in accordance with its rights under clauses 2 and 3 of the Conditions of Sale and an action is brought against the Company for trespass or any other action against the Company based upon such entry or anything done during or in connection with such entry, the Customer shall indemnify and keep indemnified the Company for all damages for which the Company may be responsible as a result of such action.
8. Claims and Returns
- 8.1 The Customer shall be deemed to have waived any claim for short, defective or wrongful delivery of the goods or for any damage to the goods of whatsoever nature which the Customer has not notified to the Company in writing within seven (7) days of delivery (time being of the essence).
- 8.2 Goods delivered in accordance with Customers requirements and/or orders placed for goods will not be accepted for return or cancellation and credit unless agreed in writing by the Company. If cancellation or return of goods is accepted by the Company, a restocking fee equivalent to twenty per cent (20%) of the invoiced price of the goods shall, at the Company's sole discretion, become due and payable by the Customer to the Company.
- 8.3 Returns, if accepted, must be sent to the Company at the Customer's cost and risk.
9. GST
- 9.1 All monies payable by the Customer to the Company, being the consideration for the supply of goods expressed in these Conditions of Sale, are exclusive of GST. The Customer must, in addition to all monies payable by the Customer to the Company pursuant to these Conditions of Sale, pay to the Company the GST imposed or payable in respect of any and all supply of goods by the Company to the Customer. GST in this clause 9.1 refers to the goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 as amended from time to time.
10. Indirect Loss
- 10.1 Insofar as the law permits, the Company shall not be liable in any manner whatsoever for any indirect or consequential losses suffered or incurred by the Customer including in particular but not limited to any loss by reason of delay, negligence or any act or matter or thing done, permitted or omitted by the Company or its employee, servants or agents.
11. Disclaimer of Implied Warranty
- 11.1 The Customer agrees that it has not relied upon the Company, its employees', servants' or agents' skill or judgment in selecting the goods for any particular purpose and, insofar as the law permits, this sale is made without any warranty by the Company, its agents or servants that the goods are suitable for any particular purpose.
- 11.2 It is hereby agreed that any description of the goods contained in these Conditions of Sale or in any order taken by the Company's employees, servants or agents is for the sole purpose of identifying them, is not part of the basis of the sale, and does not constitute a warranty that the goods shall conform to that description, that the use of any sample or model in connection with the sale of the goods is for illustrative purposes only, is not part of the basis of the bargain and is not to be construed as a warranty that the goods will conform to the sample or model.
12. Termination
- 12.1 Notwithstanding anything contained in the Conditions of Sale, the Company shall, on written notice to the customer, be entitled to forthwith terminate this agreement and cease supplying any further goods.
13. General
- 13.1 No waiver or alteration of these Conditions of Sale shall be binding upon the Company unless a duly authorised officer of the Company consents in writing.
- 13.2 Notices to the Customer or Company shall be sufficiently delivered if mailed in the ordinary course of post or delivered by hand to the last known address or sent by fax to the last known fax number and shall be deemed to have been delivered by mail two (2) days after mailing or faxed upon confirmation of the facsimile transmission.
- 13.3 All sales are deemed to be made in the State or Territory in which the goods are delivered and shall be governed and construed according to the laws of that State or Territory.
- 13.4 If any provision or part of these conditions shall be invalid or unenforceable, the invalidity or unenforceability of the remainder shall not be affected provided the fundamental purpose of these Conditions of Sale are not thereby substantially altered.
- 13.5 Failure by the Company to insist upon strict performance of any term of these Conditions of Sale shall not be deemed a waiver thereof or of any rights that the Company may have.
- 13.6 Insofar as the law permits, the Company and the Customer acknowledge that any transaction entered into pursuant to these Conditions of Sale is solely for business purposes and the terms and conditions of any consumer code or regulation or similar legislation whether existing now or in the future will, insofar as the law permits, not apply.
- 13.7 The Customer authorises the Company to seek from any of the Customer's credit providers, information relating to the Customer's credit worthiness and credit history and such credit providers are authorised and permitted by the Customer under the Privacy Act 1988 as amended from time to time to give such information to the Company.