



# Application for Credit

Head Office: 34 Millennium Place, Tingalpa QLD 4173  
 Postal Address: P.O Box 2301, Wellington Point QLD 4160  
 Web: www.ausagservices.com.au  
 Ph: +61 7 3396 0166 Fx: +61 7 3396 0266  
 A.B.N: 84 778 116 167 A.C.N: 091 934 717

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PRIVATE PERSON  PARTNERSHIP  COMPANY

TRADING NAME:

REGISTERED BUSINESS NAME:

DELIVERY ADDRESS:	POSTAL ADDRESS:

CONTACT: ACCOUNTS CONTACT:

PHONE NUMBER: ACCOUNTS PHONE NUMBER:

FAX NUMBER: ACCOUNTS FAX NUMBER:

MOBILE NUMBER: ACCOUNTS MOBILE NUMBER:

EMAIL: ACCOUNTS EMAIL:

Names of Owners / Partners	Address	Phone Number
1		
2		
3		

BANK DETAILS B.S.B: A/C #: ACCOUNT NAME:

REGISTERED BUSINESS ADDRESS:

DATE BUSINESS STARTED: TYPE OF BUSINESS:

A.B.N: CREDIT LIMIT REQUIRED:

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TRADE REFERENCES: Please complete in full	Phone #	Contact	OFFICE USE ONLY
Company Name			
1			
2			
3			

Subject to the granting of a thirty day account by AUSTRALASIAN AGRICULTURAL SERVICES PTY LTD, I/We agree to comply with the Company's Terms and Conditions Of Sale and the trading conditions of payment in THIRTY DAYS from the end of the month in relation to which the Company renders its monthly statement and do hereby guarantee payment of all monies due on that account and all costs and expenses incurred in recovering that money including interest and credit charges suffered by Australasian Agricultural Services Pty Ltd due to non payment of said money.

SIGNED BY ALL PARTNERS:  
 Name: Signature: Date:  
 1  
 2  
 3

OFFICE USE ONLY  
 Account Number: Date Approved: Initial:



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**DIRECTORS GUARANTEE:** I/We the undersigned in consideration of credit facilities being provided by Australasian Agricultural Services Pty Ltd jointly and severally and irrevocably guarantee the debt of the company trading as above, applicants unwilling to sign will affect level of credit. Please use additional sheet for any more than two Directors.

COMPANY NAME:		
1. Directors Name:	Signed :	Date:
Private Address:		
2. Directors Name:	Signed:	Date:
Private Address:		

## TERMS AND CONDITIONS

### General

1.1 The general terms and conditions of sale contained in this document apply to all contracts for the sale of items detailed in Quotations, Tenders and Invoices, entered between Australasian Agricultural Services ("the Supplier") and the customer ("the Purchaser").

1.2 Unless otherwise agreed to by the Supplier and the Purchaser, the Supplier is not bound by any terms and conditions in any form of purchase order or document of the Purchaser with respect to the purchase of or order for goods and/or services.

### Credit Limit

The purchaser acknowledges that the credit limit hereby granted is the total limit on the account and not a monthly purchase amount. The Purchaser agrees that where the total purchases exceed the credit limit hereby granted, the excess amount will be paid within seven (7) days from date of the most recent delivery.

**The Purchaser further acknowledges that the terms of trade are strictly payment within (30) days of date of invoice. The Supplier reserves the right to withdraw credit account facilities in the event payment is not made in accordance with the terms detailed above.**

### Ownership

3.1 The parties agree that the ownership of the goods delivered by the Supplier to the Purchaser is only transferred to the Purchaser when all sums owing to the Supplier in respect of the goods are paid.

3.2 Where the Supplier has not been paid in respect of the goods and the Supplier delivers the goods to the Purchaser, then until disposed of by the Purchaser in accordance with the provisions of this clause, the Purchaser agrees with the Supplier to keep the goods as a fiduciary for the Supplier and, if required, store the goods in a manner that clearly shows the ownership of the seller.

3.3 Notwithstanding the provisions of the last two preceding sub-clauses, the Purchaser may sell the goods to a third party in the course of business and deliver them to that third party subject to:-

- a) where the Purchaser is paid by that party, the Purchaser holds the whole of the proceeds of the sale on trust for the Supplier, and
- b) where the Purchaser is not paid by the third party, the Purchaser agrees that the option of the Supplier to assign his claim against that third party to the Supplier giving the Purchaser notice in writing to that effect.

Where the Supplier has not been paid in the manner specified in sub-clause 3.1, the Purchaser agrees with the Supplier to keep the new goods as fiduciary for the supplier and if required by the Supplier to store the new goods in a manner that clearly shows the ownership of the Supplier.

### Delivery

4.1 Where a delivery cannot be effected due to incorrect delivery instructions, unsafe access and unattended sites, a delivery and return fee based on ruling delivery and carriage rates will be charge to the Purchaser's account. In the event of the Supplier's or agent vehicle entering upon any property at the request of the Purchaser, the Supplier will not accept any responsibility for any damage to the Purchaser's property or that of another party. The Purchaser will accept responsibility for any such damage to the Purchaser's own property or that of a third party, and will indemnify the Supplier in the event of any claim resulting from such damage or loss.

4.2 The Supplier accepts no responsibility for alleged deficiencies in goods delivered where the Purchaser required delivery to a delivery site and the Purchaser, Agent or Representative is not present to issue a receipt for such delivery.

4.3 The Purchaser hereby agrees to check all material received against consignment notes immediately upon unloading at destination. No claim for shortages or improper or defective or damaged goods will be recognised by the Supplier unless notified to the Supplier within seven (7) days of delivery and prior to incorporation of the new goods.

4.4 The Supplier is not liable in any way for delays or failure or inability to supply or deliver caused directly or indirectly by any event or matter whatsoever beyond the Supplier's control and delay or failure or inability to supply or deliver shall not be construed as a breach of contract. Delivery or supply of products shall be subject to such extensions as may be reasonable, (in the opinion of the Supplier) in the circumstances.

4.5 Where delivery is effected to the purchaser by contract carrier, claims for damaged goods or loss of goods will only be recognised by the supplier if the damage or loss is recorded on the Carrier's delivery consignment note at the point of delivery.

### Claims and Returns

5.1 Subject to clause 4.3, the Supplier shall accept a return of any goods, which shall be shown, to the satisfaction of the Supplier to be defective, or wrongly supplied by the Supplier to the Purchaser however the Supplier shall be under no obligation to accept the return of goods if those goods have been altered or otherwise damaged. Goods returned and acceptable to the Supplier will be refunded or replaced at the discretion of the Supplier. If the Supplier is unable to replace goods, the purchase price will be refundable by the Supplier at the time of return of the goods in an acceptable condition.

5.2 Orders for manufactured goods cannot be called or returned or altered in quantity, length or end sections after the said goods are manufactured. The Purchaser is liable for the full value of the agreed contract price of the goods at the date specified for delivery in the original contract.

5.3 Return of goods which are in no way defective, and of the quality specified in the original contract of sale, will be at the Supplier's discretion, and a returning fee of 10% of the purchase price of the goods returned will apply to cover order assembly and other administrative costs involved in purchase.