

APPLICATION FOR COMMERCIAL CREDIT

COMPANY DETAILS

Registered Business Name _____

Company Name /Trading As _____

ABN/ ACN _____

Type of Entity: Sole Trader Partnership Proprietary Company Public Company Individual
 Other _____

Is the business operated under a trust? Yes No

If yes, please fill out the below:

1. Name of Trust: _____ 2. Name of Trustee: _____ 3. Date of Trust Deed: ___/___/_____

Postal Address (for mailing of invoice/statement):

_____ STATE _____ POSTCODE _____

Director(s) /Owner(s):

1. Name: _____ Drivers Licence number _____ State _____

Address: _____ STATE _____ POSTCODE _____ PHONE _____

2. Name: _____ Drivers Licence number _____ State _____

Address: _____ STATE _____ POSTCODE _____ PHONE _____

Account Contact:

Name: _____

Phone: () _____ Facsimile: () _____ Email: _____

State nature of industry/business _____

Credit Required/amount of monthly credit required _____

Name of Bank where Applicant's business account held _____ Location of branch: _____

Trade References:

A. Business Name: _____
 Contact Name: _____
 Phone: () _____ Facsimile: () _____

B. Business Name: _____
 Contact Name: _____
 Phone: () _____ Facsimile: () _____

Payment means:

Cheque

EFT

Credit Card

Visa

MasterCard

American Express

I/We the undersigned hereby acknowledge that all purchases from RITK Upholstery Pty Ltd will be made pursuant to the Agreement, Personal Guarantee & Indemnity and the Terms & Conditions attached to this Application form which exclude and supersede any prior arrangements or any representation, warranty, assurance or undertaking given for or on behalf of RITK Upholstery Pty Ltd unless expressly accepted by an authorised office of RITK Upholstery Pty Ltd in writing.

Signed: _____ **Print Name:** _____ **Date:** ___/___/_____

I certify that I am authorised to sign this application for and on behalf of all directors/partners/ owners of the Applicant in my capacity as _____ (Position Description).

AGREEMENT

1. This Agreement is deemed to be made at Brisbane in the State of Queensland upon the acceptance of this application by RITK Upholstery Pty Ltd trading as Only Office Furniture.
2. The Applicant:
 - a. warrants that all information provided in this Application is correct;
 - b. acknowledges that receipt of RITK Upholstery Pty Ltd's General Terms and Conditions and agrees that the goods will be supplied by RITK Upholstery Pty Ltd on those Terms and Conditions;
 - c. agrees that no change to the structure, status or partnership (if applicable) of the Applicant will affect the liability of the Applicant named in this application or any guarantor of any credit granted pursuant to this application until a fresh application is made in the name of the Applicant as restructured or changed is received and approved by RITK Upholstery Pty Ltd.
3. I/we acknowledge that under section 18E(8)(c) of the *Privacy Act* ('**the Act**'), RITK Upholstery Pty Ltd may provide a credit reporting agency personal information about the account application. The information which may be given to an agency is covered by section 18E(1) of the Act and includes:
 - a. identification particulars, eg name, date and place of birth, address, and drivers licence number;
 - b. the fact of the application for credit and the amount;
 - c. the fact that RITK Upholstery Pty Ltd is a current provider of credit to the Applicant;
 - d. payments which become overdue for more than 60 days and for which collection has commenced;
 - e. advice that payments are no longer overdue;
 - f. cheques drawn by the Applicant which have been dishonoured more than once;
 - g. in specified circumstances that in the opinion of RITK Upholstery Pty Ltd the Applicant has committed a serious credit infringement;
 - h. that credit provided to the Applicant by RITK Upholstery Pty Ltd has been paid or otherwise discharged.
4. I/we agree that RITK Upholstery Pty Ltd may, if it considers relevant for the purpose, obtain from a credit reporting agency or any trade references or other credit references at any time now or in the future credit reports containing personal credit information about the individuals:
 - a. to assist assessment of the individuals application for commercial credit;
 - b. to assist in collection of overdue payments;
 - c. to assess whether to accept the individuals as guarantors for credit applied for or provided to the applicant. The individuals agree that if RITK Upholstery Pty Ltd approves the Applicant's application for credit this Agreement remains in force until the credit facility covered by the applicant's application ceases.
5. I/we agree that RITK Upholstery Pty Ltd considers it relevant to assess their credit application for personal credit, RITK Upholstery Pty Ltd may obtain a report about their commercial activities or commercial credit worthiness from a business which provides information about commercial credit worthiness of persons.
6. I/we agree that in the event of a default of payment of my/our debts that RITK Upholstery Pty Ltd may disclose all information relating to my/our account to its collection agency for the purpose of receiving any or all amounts outstanding.
7. I/we acknowledge RITK Upholstery Pty Ltd reserves the right to, at all times, determine that a previously approved account is no longer so approved. At such time all monies owing will become due and payable and all goods on approval must be returned to RITK Upholstery Pty Ltd.
8. I/we acknowledge that if approved this account shall have a monetary limit and RITK Upholstery Pty Ltd may request payment when the limit is reached or exceeded.
9. I/we understand that personal guarantees are required under this application.
10. Placement of an order either orally, in writing or online shall imply acceptance of RITK Upholstery Pty Ltd 's offer and of these conditions of agreement.
11. All prices are based on current material, labour, transport, costs, and local taxes and are subject to rise and fall as a result of change in any of these conditions.
12. These conditions may be altered only by RITK Upholstery Pty Ltd. Such alterations must be in writing and signed by the duly authorised director, manager or agent.

TERMS AND CONDITIONS

1. Acceptance of Customer's Order

- a) These terms and conditions as well as any Customer Credit Application with attached Agreement and Personal Guarantee & Indemnity executed by or on behalf of the Customer apply to every sale contract between the Supplier and the Customer and by the Supplier to the Customer and any terms and conditions of the Customer's order and or any other terms whether oral or in writing which may deviate from or are inconsistent with these terms and conditions are expressly excluded, obviated and rejected by the Supplier. This exclusion and rejection includes and statement by the Customer that the Customer's terms and conditions shall prevail notwithstanding and stipulation by the Customer regarding the manner of declaring such rejection.
- b) A contract is only concluded between the Supplier and Customer for the supply of goods when the order has been accepted by the Supplier. The terms of this Clause apply to every quotation or offer by the Supplier for the supply of goods. In the event that the Supplier accepts an order, such order remains subject to the availability of goods orders, and the Supplier shall be entitled to satisfy an order only in part or at a later time in accordance with the availability of the goods ordered, and no liability shall be taken by the Supplier in respect of any unavailability of any goods ordered at any time and from time to time.
- c) The Customer shall make order in writing. In the event that the Customer attempts to make a verbal order, where the Supplier, in its sole and unfettered discretion, elects to satisfy such order the Supplier may by email confirm such order with the Customer, and immediately after sending such email shall be entitled to satisfy such order on the terms and conditions of the order as confirmed by the Supplier. The terms and conditions of any confirmation of order sent by the Supplier in accordance with this clause shall be conclusive evidence of the terms and conditions of the order, and any alleged term or condition which is inconsistent with such terms and conditions whether oral or in writing shall be void.

2. Product Replacement

- a) The Supplier will replace any goods that are damaged on delivery, defective or not in accordance with the Customer's order at the Supplier's expense, provided that:
 - (i) The Customer notifies the Supplier of the purchase order number, and these issues are raised with the Supplier within one (1) month of the date of delivery of the goods.
 - (ii) The Customer provides the Supplier with the Customer's purchase order number in respect of the goods to be replaced.
 - (iii) The goods have not been installed incorrectly, modified by the Customer or damaged by the Customer.
 - (iv) Any replacements required by the Customer are subject to assessment by the Supplier
- ii) The Supplier, if permitted by the Australian Consumer Law, or any other relevant law, may refuse to accept the replacement of the goods at its sole discretion.

3. Unwanted Goods

- a) Any unwanted goods can be returned to the Supplier provided that the goods are:
 - (i) In their original state and packaging; and
 - (ii) Returned to the Supplier's warehouse at the Customer's expense, within Supplier's business hours of 8.00am to 4.00pm Monday to Friday excluding holidays.
- b) Once the goods are returned, the Customer:
 - (i) Is required to provide the Customer's bank details to the Supplier via email, and will receive a refund by way of direct deposit into their account minus a 15% restocking fee.

4. Warranty

- a) All goods supplied are covered by a commercial warranty. Refer to each product's warranty on each individual product's page on the Supplier's web site.

5. Property & Risk

- a) The Customer acknowledges that this constitutes a security agreement for the purposes of the **Personal Properties and Securities Act 2009 ('PPSA')** and that a security interest exists in all goods supplied to the Customer (and their proceeds).
- b) The risk in the goods sold pass to the Customer when all or part of the goods are loaded for consignment at the Supplier's warehouse whether by carrier employed or engaged by the Supplier or the Customers. Notwithstanding anything containing herein, property in and legal title to the goods does not pass to the Customer until payment for all debts owing to the Supplier by the Customer has been received by the Supplier. Until such payment has been received by the Supplier, the Customer will store the goods separately and apart from its own goods and those of any other person or company.
- c) Until payment of all debts owing to the Supplier by the Customer, the Supplier may, at its discretion, without further notice and without prejudice to any other of its rights, including rights arising under Chapter 4 of the PPSA, re-take possession of the goods and re-sell them or any of them and may enter upon any of the Customer's premises by its servants or agents, for that purpose, without the liability on the part of the Supplier for any loss or damage suffered as a consequence of such entry or re-taking of possession and the Customer hereby agrees to provide the Supplier with an irrevocable license to so enter any premises occupied by the Customer if:
 - (ii) There is a breach of any term of any contract between the Supplier and the Customer; or
 - (iii) The Customer has provided any false or misleading information to the Supplier including information set out in any application for credit or to open an account with the Supplier; or
 - (iv) The Customer commences to be wound up or is placed in liquidation, under official management or a receiver or a receiver and manager or voluntary administrator is appointed in respect of the Customer, its undertaking or property or any part thereof, or an encumbrancer, by itself or an agent, takes or purports to take possession of the Customer's undertaking or property or any part thereof; or
 - (v) The Customer parts with possession of the goods or any of them otherwise than by way of sale in the ordinary course of its business.
- d) These provisions apply despite any arrangement under which the Supplier provides credit to the Customer and these provisions will prevail to the extent of any inconsistency between these provisions and any agreement or arrangement entered into by the Customer and the Supplier. In addition, the Supplier may recover the purchase price of the goods sold to the Customer by legal proceedings and may file an application for the appointment of a liquidator to the Customer notwithstanding that property in the goods has not passed to the Customer.
- e) To the extent permitted by law, the Customer and the Supplier agree that the following sections of the PPSA are excluded from this agreement: sections 95, 96, 118, 121, 130, 132, 135, 142 and 143. Without limiting any other provision contained herein, the Customer waives its rights to receive from the Supplier each document or notice which under sections 144 and 157 of the PPSA it is permitted to waive, such waiver to be deemed effective at the date hereof and at all times hereafter, including after any event of default by the Customer. The Customer agrees that where the Supplier has rights in addition to those under Part 4 of the PPSA, those rights will continue to apply.
- f) The Customer and the Supplier agree that neither the Customer nor the Supplier will disclose to any person information of the kind mentioned at section 275(1) of the PPSA, unless required by section 275(7) of the PPSA. The Customer further agrees (without limiting any other provision) that it:

- (i) will not authorise the disclosure of any information described under section 275(1) of the PPSA; and
- (ii) waives its rights to receive anything from the Supplier under section 275 of the PPSA and agrees not to make any request under that section,
- (iii) to the extent permitted by law.

- g) The Customer undertakes to promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to register a financing statement or financing change statement in relation to a security interest or register any other document required to be registered under the PPSA.
- h) The Customer shall indemnify and keep indemnified the Supplier from and against all actions, claims, liabilities, obligations, losses, damages, costs and expenses of whatever nature suffered or incurred, sustained or threatened against the Supplier and its employees and agents in any way whatsoever in respect of the Supplier's exercise of any of the Supplier's rights, including, without limitation, those under Part 4 of the PPSA.
- i) The Customer agrees to indemnify, and upon demand reimburse, the Supplier for all expenses incurred in registering a financing statement or financing charge statement in the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby.

6. Payment

- a) The Customer will pay for all goods on the invoice within thirty (30) days from the invoice date ('the due date').
- b) The Supplier may, in its sole and unfettered discretion, charge interest at the rate of 5% to the Customer on all amounts which are thirty- one (31) days overdue to the Supplier. Where payment is not made by the due date, the Customer shall, in addition to any other obligations imposed hereunder, pay to the Supplier on demand all costs of the Supplier, including but not limited to any debt recovery costs and legal costs on a full indemnity basis, incurred by the Supplier in recovering overdue amounts from the Customer.
- c) Time of payment for any goods sold to the Customer is an essential term of any contract between the Supplier and the Customer.

7. Cancellation

- a) Cancellation of any contract of sale between the Customer and the Supplier requires approval in writing from the Supplier otherwise the goods will be delivered to the Customer and the Supplier will be entitled to payment from the Customer.
- b) The Supplier is not obliged to supply goods in relation to any contract and may cancel the contract at any time if:-
 - i) There is a breach of any term of any contract between the Supplier and the Customer; or
 - ii) The Customer has provided any false or misleading information to the Supplier including information set out in any application for credit or to open an account with the Supplier; or
 - iii) The Customer commences to be wound up or is placed under official management, receivership or administration.

6. Force Majeure

If delivery is prevented or delayed, in part or all, by reason of an act of God, or the consequence thereof including, but not limited to fire, flood typhoon, earthquakes or by reason of riots, wars, hostilities, government restrictions, trade embargoes, strikes, lockouts, labour disputes boycotting of goods, ship storage, manufacturer's bankruptcy, delays of damage in transportation or other causes beyond the Supplier's control, the Supplier may, at its option, perform the contract or the unfulfilled portion thereof within a reasonable time from the removal of the cause presenting or delaying performance or rescind unconditionally and without liability, this contract or the unfulfilled portion thereof.

7. Delivery

The Supplier may deliver the goods by instalments or partial shipment and the Customer will accept each such delivery. Requirements of the Customer are not a condition of the essence of the contract. The Supplier is under no liability for either direct or consequential loss or damage to the Customer arising from delay or postponement in delivery.

8. Modification

All modifications and amendments to these provisions or any approvals hereunder shall be in writing by a duly authored signatory and if otherwise, shall not be binding upon the Supplier.

9. Jurisdiction

All contracts between the Supplier and the Customer shall be governed by the laws of the State of Queensland and the parties shall submit to the non-exclusive jurisdiction of the courts of the State of Queensland (and any courts which can hear appeals from such courts).

10. Execution

Any contract between the Supplier and the Customer may be executed on behalf of the Customer by any agent or employee of the Customer and the Customer shall be bound by these terms and conditions irrespective of whether any such execution was unauthorized or fraudulent. The Customer shall indemnify and keep indemnified the Supplier from and against all actions, claims, liabilities, obligations, losses, damages, costs and expenses of whatever nature suffered or incurred, sustained or threatened against the Supplier in any way whatsoever in respect of the Supplier's acceptance and or conduct in respect of the satisfaction of any order received from the Customer or from persons purporting to act of behalf of the Customer.

11. Severance

If any provision of these terms and conditions is void, voidable, illegal or unenforceable in accordance with its terms, but would not be void if it were read down and is capable of being read down, such provision will be read down accordingly. If such clause is read down and remains void, voidable, illegal or unenforceable, or is incapable of being read down and the provision would not be void, voidable, illegal or unenforceable if a word or words were omitted, that word or words shall be severed and in any other case the whole provision is severed, save that in any cast the remainder of these terms and conditions shall remain in full legal force and effect.

12. Waiver

The failure, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred upon that party by this Deed does not operate as a waiver of the power or right, nor does any single exercise of any power of any power or right preclude any other or further exercise of that power or right or the exercise of any other power or right under this Deed.

PERSONAL GUARANTEE AND INDEMNITY

To: RITK Upholstery Pty Ltd ACN 118 742 591 ("you" or "Company")

In consideration of your having agreed at my/our request to supply goods/continue to supply goods and to provide credit and accommodation to the party named on the face of the account application ("debtor") I/we hereby jointly and severally agree with you as follows:

1. To be answerable and responsible to you for the due payment on demand by the said debtor and any related company for all such goods and services as you may heretofore have supplied or which you may hereafter from time to time at its request supply to it notwithstanding I/we shall not have notice of any neglect or omission on its part to pay for such goods and services according to the terms agreed on between you and it and thereby indemnify and agree to keep you indemnified from and against all loss and damage which you may sustain or incur for any reason or arising out of the supply of such goods or services.
2. That this agreement shall constitute a continuing guarantee to you for the whole debt which shall be contracted by the said debtor with you.
3. All dividends, compositions and payments received by you from the said debtor whether in liquidation or otherwise shall be taken and applied to you as payments in gross and my/our right to be subrogated to you in respect thereof shall not arise until you shall have received the full amount of all your claims against it and this guarantee shall be security to you for the payment of any ultimate balance which may remain due to you in respect to goods or services to be supplied to the said debtor as aforesaid.
4. You may at any time or times at your absolute discretion and without giving any notice whatsoever to me/us refuse further credit or supplies of goods or services to the said debtor and grant to it, or to any drawers, acceptors or endorsers of bills of exchange promissory notes or other securities received by you from it or on which it may be liable to you any time or other indulgence and compound with it or them respectively without discharging or impairing my/our liabilities under this guarantee.
5. That no changes whatsoever in the constitution of the debtor or any of them or any company shall impair or discharge my/our liability under this guarantee.
6. This guarantee shall be enforceable against me/us *jointly and each of us separately* notwithstanding that any negotiable or other securities referred to herein or to which it shall exceed or be applicable at the time of proceedings being taken against me/us or either of us on this guarantee be outstanding or in circulation. It is expressly declared that notwithstanding the fact that this instrument of guarantee may be intended to be executed and given by more than one person the same shall in fact be a valid and effectual instrument of guarantee binding against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
7. In order to give effect to this guarantee I/we declare that you shall be at liberty to act as though I/we were the principal debtor and I/we and each of us hereby waive all or any of my/our right as surely which may at any time be inconsistent with any of the above provisions.
8. This guarantee shall be revocable at any time as to further transactions by one month's notice in writing given to you or you duly authorised agent by me/us in the case of death or my/our respective personal representatives. At the expiration of the said one month period my/our liability under this guarantee shall cease and determine so far as respects any liability which shall be incurred by the debtor after the expiration of such period except so far as any future liability shall arise out of some letter of credit draft cheque bill promissory note order authority contract or other engagement or transaction at the time current or outstanding.
9. That notwithstanding anything contained in this instrument and notwithstanding that the whole of any part of the moneys due by the debtor to you are or may be irrecoverable from the debtor by you (whether by reason of any legal limitation disability or incapacity of or affecting the debtor or be reason of any other fact or circumstance whatsoever and whether the transactions or any of them relating to such monies have been void ab initio or have been subsequently avoided and whether or not any of the matters of facts relating thereto have been or ought to have been within your knowledge) whereby such monies or any part thereof are not recoverable from me/us by you on the footing of a guarantee THEN and in such case I/we hereby as separate and additional liability under this instrument indemnify you in respect of such monies and as a principal debtor agree with you to pay you when demanded in writing a sum equal to the amount of such monies and the terms of this instrument shall mutatis mutandis apply as far as possible to this indemnity PROVIDED ALWAYS that the total amount payable by me/us shall not exceed the total amount to which I/we would otherwise have been liable under this instrument if the said monies were recoverable on the footing of the guarantee by you from the debtor.
10. That it is expressly declared that no sum of money which you may be obliged to pay or may be obliged to allow in account or may in fact allow in account to an administrator of the affairs of the debtors by reason of any provisions of Bankruptcy Act or the Corporations Act shall for the purpose of this guarantee be considered as discharging or diminishing my/our liability and this guarantee shall continue to apply as if the said sum had at all times remained owing by the debtor.
11. You shall be at liberty from time to time without further authority that these presents to debit and charge the account of the debtor with all costs charges and expenses legal or otherwise which you shall pay incur sustain or be put to in connection with the account of the debtor or this security or any other security in respect of the indebtedness of the debtor to you or the preparation completion and stamping hereof or the exercise or attempted exercise of any right power or remedy conferred on you under or by virtue hereof and the same shall be part of the monies hereby secured.
12. I/we agree and declare that this guarantee shall be construed according to the law of the State of Queensland and that any proceedings in respect of any case or matter arising hereunder may be instituted heard and determined by a Court of competent jurisdiction at Brisbane or at such other place as you in your discretion may appoint and that such Court shall possess territorial jurisdiction to hear and determine any such proceedings. Further, this guarantee is deemed to be made at Brisbane.

13. In order to secure to you all monies payable or to become payable pursuant to this guarantee:
- (a) All my/our right title estate and interest which I/we (and if more than one jointly and severally) have or may hereafter acquire in any freehold or leasehold property shall be force of the execution of the attached Application stand charged and is hereby so charged by me/us as beneficial owner(s) in your favour with the payment if all such monies payable or to become payable by me/us hereunder; and
 - (b) I/we hereby irrevocably make, nominate, constitute and appoint all and any of your Company Secretary and Credit Manager (by whatever title) as my/our attorney for the purposes of doing all such acts and things and executing all such documents necessary to enable you to register a non-lapsing caveat over any such freehold or leasehold property as aforesaid and in respect of any such default a Declaration of Default duly executed for and on your behalf of any of the said managers shall be deemed sufficient evidence of such default; and
 - (c) I/we further agree to be liable for and pay to you all legal costs on a solicitor and own basis to which you are put as a result of taking steps to protect, recover under and/or enforce in any way the charge(s) hereinbefore created consequent upon any such default.
14. This guarantee secures the repayment of all monies owed by the debtor whatsoever, and its terms are not to be read as confined or limited by reference to any other document or documents.

I/we have read the terms and conditions governing this account and confirm that I acknowledge, understand and agree to be bound by my obligations as a guarantor under those terms and conditions.

Signature: _____

Name: _____

Position/capacity: _____

Address: _____

Witness signature: _____

Witness name: _____

Witness address: _____

Signature: _____

Name: _____

Position/capacity: _____

Address: _____

Witness signature: _____

Witness name: _____

Witness address: _____

Signature: _____

Name: _____

Position/capacity: _____

Address: _____

Witness signature: _____

Witness name: _____

Witness address: _____

Signature: _____

Name: _____

Position/capacity: _____

Address: _____

Witness signature: _____

Witness name: _____

Witness address: _____

This personal guarantee and indemnity must be signed by all directors/partners/owners of the Applicant