

BELTA BRANDS



Factory 16 / 91 Tulip Street, Cheltenham Vic 3192
Telephone: 03 9585 5182 Fax: 03 9585 4111
Website: www.belta.com.au ~ Email: admin@belta.com.au

ACCOUNT APPLICATION

TRADING NAME ("PURCHASER")

COMPANY, TRUST, PARTNERSHIP, SOLE TRADER

NAME: _____

BUSINESS ADDRESS:	DELIVERY/POSTAL ADDRESS (IF DIFFERENT):
TELEPHONE:	
FAX:	
EMAIL:	

DATE ESTABLISHED: _____ A.B.N. No: _____

ACCOUNTS PAYABLE: CONTACT PERSON/NAME: _____

EMAIL: _____ PHONE: _____

DETAILS OF DIRECTORS/PARTNERS/PROPRIETORS/TRUSTEES ("GUARANTORS"):

Name: _____ M F

Home Address: _____

Telephone No: _____ Date of Birth: _____ Drivers Licence No: _____

Name: _____ M F

Home Address: _____

Telephone No: _____ Date of Birth: _____ Drivers Licence No: _____

Name: _____ M F

Home Address: _____

Telephone No: _____ Date of Birth: _____ Drivers Licence No: _____

- Type of Business (e.g. Discount Store/Pet Shop/Newsagency): _____
- Date Established: _____
- Value of Estimated monthly purchases from Belta Brands: _____

Trade References:	Referee 1	Referee 2	Referee 3
Company			
Contact			
Telephone No			
Credit Given			

PERSONAL REFEREE (CAN BE RELATIVE) WHO DOES NOT RESIDE WITH YOU:

NAME: _____ PHONE: _____

SPECIAL INSTRUCTIONS (eg freight etc): _____

ACKNOWLEDGEMENT AND PERSONAL GUARANTEE

In this agreement / contract;

“Supplier” shall mean Belta Brands its agents and assigns

“Applicant” and “Customer” shall mean the Company, person/s and or business making application for credit from Belta Brands on this form

I/we the Applicant have read and understand this application. I/we the Applicant undertake to advise the Supplier in writing of any change in address or ownership and to abide by the trading terms and conditions listed on this form and the attached terms and conditions of sale. I/we the undersigned in consideration of Belta Brands extending credit on a 30 day account basis to the Applicant, do hereby agree to guarantee, indemnify and make good all debts incurred by the Applicant and to pay any expenses incurred by the supplier by reason of the Supplier making demand for payment upon or taking legal action against the Applicant in respect of any monies due by the Applicant to the Supplier. It is expressly agreed that no neglect or for bearance of the Supplier to sue or enforce payment of the monies due to the Supplier by the Applicant on a 30 day account or any other indulgence given to the Applicant shall release us from liability pursuant to this guarantee, any rule of law or equity to the contrary notwithstanding

SIGNATURE: _____ DATE: _____

(Must be Owner, Partner, Director or Trustee)

APPLICANT'S NAME (print): _____ WITNESS: _____

TERMS AND CONDITIONS OF SUPPLY

- Payment shall be made within 30 days from the close of the month in which goods are invoiced for approved account Customers.
- All overdue accounts will be subject to an overdue account charge equivalent to interest on all amounts outstanding calculated from the expiry of 30 days from the close of the month in which goods were invoiced, at a rate of 2% per month or part thereof, with a minimum charge of \$5.00 per month or part thereof.
- All costs incurred in the recovery of overdue sums will be at the customer’s expense.
- Any amount incurred for the collection of a debt will be transferred to the debtor.
- All goods are sold on an F.O.B. or F.O.R. basis. Risk passes to the customer ex Belta Brands warehouse.
- Without prejudice to any other terms and conditions herein stated, title for any goods supplied by the Supplier to the Applicant shall not pass to the Applicant until full payment has been received by the Supplier for such goods. The Applicant shall act as bailee in custody for goods supplied by the Supplier and any moneys received as proceeds from sale of such goods. It is expressly agreed by the Applicant that where such goods or moneys received as proceeds of sale are not held separately for identification the debt shall be deemed secured over all moneys, goods, fixtures and chattels and/or the proceeds of sale of same to satisfy the outstanding debt. In default of the payment schedule stated herein the Applicant or the Applicants agents, assigns or appointees shall, if so requested by the supplier, surrender and return at their expense such moneys and remaining stock in good condition and original packaging to the Supplier.
- Minimum order value is AUD\$200.00 plus Goods and Services Tax (GST).
- Freight ex Belta Brands warehouse will be charged to the customer. If freight is prepaid on behalf of the customer it will be recouped on the invoice. Freight on backorders shall be charged on a weight basis only, equivalent to the rates chargeable if back ordered items had been included with the original order.
- All deliveries are sent at the customers risk; insurance is available on request for an additional charge but must be requested by the applicant prior to dispatch.
- All orders are firm and irrevocable unless notification is received in writing prior to the invoice date, with the exception of Pro Forma orders, orders for Diaries, Calendars, Christmas items, bulk quantities and non-stock items which shall be firm and irrevocable.
- Pro Forma orders are firm and binding and shall be paid by the applicant within 14 days from the date of invoice. In the event that payment is not made within such period the Supplier may enforce proceedings for the recovery of this sum together with interest at the rate of 2% per month or part thereof with a minimum charge of \$5.00 per month together with all costs incurred in the recovery of the total sum.
- It is expressly agreed that NO CLAIM will be recognized unless written notification quoting original invoice number is received by the Supplier within 14 days from delivery of the subject goods.
- The Supplier will accept no returned goods unless prior written authorization has been granted, price stickers have been removed, supplier authorized returns stickers is affixed to the outside of carton and the Supplier’s specified carrier is used. Unauthorised returns will be returned at the customer’s expense and risk.
- Belta Brands credit notes may be deducted from account payments for the applicable invoice/s or where payment has already been made, will be credited to the customer’s account. Where a customer’s account is in credit the customer may request the supplier to forward replacement goods or in the event that such goods are unavailable, goods to the same value. No cash refund will be issued.
- Where credit has been granted, the information included on a customer’s account application and the performance of the customer in compliance with the trading terms and conditions therein, may be made available to other credit providers, reporting agencies and the Australian Gift and Homewares Association Ltd, who are authorized to make such information available to other credit providers.
- Where application has been made for credit facilities, the supplier may request information from other credit providers reporting agencies and the Australian Gift & Homewares Association Ltd to confirm the information and performance of the applicant
- It is expressly agreed that any dispute arising from or in connection with this agreement shall be subject to the Courts and Laws of the State of Victoria.

OFFICE USE ONLY:

DATE RECEIVED _____ REP: _____

CREDIT CHECK: 1) _____ 2) _____

3) _____ BANK _____

APPROVED FOR CREDIT: _____ DATE _____