

# **CREDIT APPLICATION**

# **Company Information**

Trading Name				A.B.N		
Sole Trader			Registered Company		Partnership	
Number of years trading under this name						
Type of Shop						
Trading Address						
Phone		Email			Fax	

## **Bank Information**

Bank		
Branch		
	BSB	
Account Name		
	A/C No.	

# **Owner/Partner/Director Information**

Name 1	
Address	
Phone No.	Drivers Licence No.
Name 2	
Address	
Phone No.	Drivers Licence No.
Name 3	
Address	
Phone No.	Drivers Licence No.

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Trade References		
Name 1	Contact	
Address		
Phone No.		
Name 2	Contact	
Address		
Phone No.		
Name 3	Contact	
Address		
Phone No.		

I consent to the supplier obtaining information from the above mentioned referees in support of this application. All information, as supplied, is correct to the best of my/our knowledge.

We, the undersigned, being of authority to make this application, hereby acknowledge and agree to the Terms & Conditions of sale products for Palm Beach Collection to make further enquiries into the creditworthiness of the applicant.

Date:	Date:
Signature:	Signature:
Company Director:	Company Director:
Print Name:	Print Name:
Witness:	Witness:

# PLEASE EMAIL COMPLETED FORM BACK TO - info@palmbeachcollection.com.au

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## **Terms & Conditions**

### **Trading Terms**

All Transactions are strictly 30 days from the date of the invoice. Freight is not inclusive in costs of goods. The customer shall pay interest on all amounts outstanding in excess of 30 days at the rate of 3% per month, together with any costs associated with collecting the amount outstanding, including legal & collection charges. Cash/Cheque sales must be paid for and cleared before delivery.

#### **Acceptance of Terms & Conditions**

The placement of an order by the customer constitutes acceptance of these terms and conditions as the sole basis of the sale of goods to the exclusion of any conditions of purchase appearing on any document of the of the customer. Modifications of these conditions expressed in any document will not apply unless expressly accepted by Palm Beach Collection in writing.

### **Placing Orders**

Please ensure all details regarding product name, colour, size and your deliver address are given.

#### **Cancellation of Orders**

Orders accepted by Palm Beach Collection can only be cancelled by notification in writing by the customer which must be confirmed with the written consent of Palm Beach Collection. Palm Beach Collection will only accept cancellation of orders that have not been shipped. Special items not considered as standard inventory by Palm Beach Collection will not be accepted for return by Pam Beach Collection.

## Availability of Goods

Some product lines are seasonal and once stock is sold they will no longer be available.

#### Delivery

Unless specifically requested, all deliveries within Australia will be made by road freight. The delivery times made known to the customer are estimates only and Palm Beach Collection will not be responsible for late delivery and non-delivery.

#### Payment of Account

When accounts are outside the terms of trade of 30days, no further orders will be excepted until the account is settled.

## **Property in Goods**

All property in and title to the goods shall remain vested in Palm Beach Collection until all goods supplied have been paid for in full by the customer. Until such time, the relationship between the parties shall be fiduciary and the customer shall hold the good as bailee for Palm Beach Collection. In the event that the goods are sold by the customer prior to Palm Beach Collection receiving payment in fill, the proceeds of the sale of the goods shall belong to Palm Beach Collection and they shall be held on trust for Palm Beach collection.

If the customer does not pay for any goods by the due date stated on the invoice, then Palm Beach Collection is irrevocably authorised by the customer to enter the customer's premises and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the customer whatsoever.

#### Limitation of Liability

The customer acknowledges that no warranty, condition, description or representation in relation to the goods is given by Palm Beach Collection, either expressly or implied. All warranties, terms and conditions in relation to the state, quality or fitness of the goods and of every other kind whether implied by use, statute or otherwise is hereby excluded to the fullest extent permitted by law and in event shall Palm Beach Collection be liable for special or consequential damages.

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Except as otherwise required by law, the liability of Palm Beach Collection in respect to any goods supplied shall be limited at the election of Palm beach Collection to;

- a. The repair or replacement of the goods or supply of equivalent goods, or
- b. Payment of the cost of replacing the goods where payment in full has been made.

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