

Credit Account Application

PETKAT PTY LTD
t/a Engraving Services Co

CONFIDENTIAL

APPLICATION TO OPEN THIRTY (30) DAY CREDIT ACCOUNT

NOTES FOR GUIDANCE

PLEASE READ CAREFULLY BEFORE COMPLETING AND SIGNING

PART A TO BE COMPLETED BY ALL APPLICANTS.

PART B PAYMENT ARRANGEMENTS

PART C TO BE COMPLETED BY PARTNERSHIPS, SOLE TRADERS AND PROPRIETORS OF BUSINESS NAMES e.g. BLOGGS CREATIVE SERVICES ... The proprietors are Joe Bloggs and Mary Bloggs trading as Bloggs Creative Services and therefore their particulars are required.

PART D TO BE COMPLETED BY PTY. LTD. OR LTD. COMPANIES

PART E TERMS AND CONDITIONS OF TRADING OF THE COMPANY

PART F TO BE COMPLETED BY ALL APPLICANTS AND IF THE APPLICANT IS A COMPANY THE COMPANY SEAL MUST BE AFFIXED

PART G THE PERSONAL GUARANTEE OF EACH DIRECTOR AND/OR SHAREHOLDER WILL BE REQUIRED WHERE THE PAID-UP CAPITAL IS ONLY A NOMINAL AMOUNT.

REGISTERED OFFICE:

POSTCODE:

POSTAL ADDRESS:

POSTCODE:

TYPE OF BUSINESS:

WHEN BUSINESS SET UP:

HOW LONG AT TRADING ADDRESS?:

FAX NO.:

PHONE NO.:

ABN NO.:

BANK:

BRANCH:

CREDIT LIMIT \$:

CONTACT NAME:

POSITION:

PREMISES: OWNED BUYING LEASED

TRADE REFERENCES (businesses from whom goods are obtained on credit):

1. NAME:

ADDRESS:

PHONE NO.:

2. NAME:

ADDRESS:

PHONE NO.:

3. NAME:

ADDRESS:

PHONE NO.:

PART A - (ALL APPLICANTS/CUSTOMERS MUST COMPLETE)

FULL TRADING NAME:

TRADING ADDRESS:

POSTCODE:

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PART B - PAYMENT ARRANGEMENTS - CREDIT CARD

CARD TYPE: VISA / MASTERCARD circle one

EXPIRY DATE (eg 25/10/02) / /

NAME OF CARDHOLDER (print):

CREDIT CARD NUMBER:

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BY EXECUTING THIS APPLICATION FORM I/WE AUTHORISE THE COMPANY TO CREDIT THIS ACCOUNT IN PAYMENT FOR SERVICES RENDERED BY THE COMPANY TO THE CUSTOMER FROM MONTH TO MONTH

SIGNATURE OF CARDHOLDER:

NAME (Print):

Direct Debit Banking Details :

Account Name: Petkat Pty Ltd Engraving Services Co
Bank & branch: Commonwealth Bank North Adelaide
BSB- 065-114
Acct # - 1021 5703

PART C - (TO BE COMPLETED BY SOLE TRADERS & PARTNERSHIPS)

FULL NAME:

ADDRESS:

POSTCODE:

DATE OF BIRTH:

NAME OF PARTNER/SPOUSE:

DRIVER'S LICENCE NO.

OCCUPATION:

FULL NAME:

ADDRESS:

POSTCODE:

DATE OF BIRTH:

NAME OF PARTNER/SPOUSE:

DRIVER'S LICENCE NO.

OCCUPATION:

PART D - (TO BE COMPLETED IF A COMPANY)

FULL COMPANY NAME:

A.B.N. No.

DATE OF INCORPORATION:

STATE OF INCORPORATION:

AUTHORISED CAPITAL:

PAID UP CAPITAL:

SINGLE DIRECTOR / SHAREHOLDER COMPANY: YES / NO

DIRECTORS' FULL NAMES AND ADDRESSES:

SHAREHOLDERS FULL NAMES AND ADDRESSES:

ANY MORTGAGES / CHARGES OVER COMPANY ASSETS:

YES/NO IF YES - PROVIDE DETAILS BELOW

CHARGE:

DATE OF CHARGE:

REGISTERED NO. OF CHARGE:

WHAT DOES IT SECURE? ALL ASSETS SOME ASSETS (Detail below)

AMOUNT OWED UNDER CHARGE :

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PART E - TERMS & CONDITIONS OF TRADING OF THE COMPANY

NOTE: These Terms and Conditions will form part of all trading arrangements between the Company and the Customer for the provision of Services by the Company to the Customer and can only be varied by written notice by the Company to the Customer

1. DEFINITIONS

In the following Terms and Conditions of Trading the "Company" shall mean PETKAT Pty. Ltd. (ACN 85 957 010 984) and any related body corporate of the Company within the meaning of Section 50 of the Corporations Law; "the Customer" shall mean the entity obtaining the Services as defined herein; and "the Services" means the services to be provided by the Company to the Customer as detailed in the Schedule attached to these terms and conditions of trading and any other services agreed in writing between the Company and the Customer.

2. ACTING IN RELIANCE

The Customer warrants that the information provided by the Customer in this Application Form is true and correct. The Customer acknowledges that the Company in providing the Services to the Customer will act in reliance on this information.

3. BINDING TERMS AND CONDITIONS

The only contractual terms which are binding upon the Company are those set forth herein or otherwise agreed to in writing by the Company and those, if any, which are imposed by law and which cannot be excluded.

3. SERVICES AND PRICES

The Price of the Services shall be as detailed in writing by the Company to the Customer in the attached Schedule or in any written notice by the Company to the Customer from time to time.

4. PAYMENT TERMS

Payment for Services provided by the Company to the Customer shall be made by direct debit or credit card and are due 30 days after purchase of goods.

5. SANCTIONS FOR LATE PAYMENT

If the Customer defaults in making payment to the Company in accordance with these terms and conditions the Company may in its absolute discretion:-

- charge the Customer interest calculated on the portion of the Customer's account overdue from time to time at the rate of 2% per month from the date on which such default arose; and
- require the Customer to reimburse the Company for all collections costs including legal costs incurred by the Company calculated on a solicitor and own client basis as a consequence of the Company instructing its solicitor to provide advice to it in connection with each default and/or to institute such recovery process as shall in the absolute discretion of the Company be appropriate in the circumstances.

6. APPLICATION OF PAYMENTS

Any payments tendered by the Customer to the Company shall be applied as follows:-

- firstly as reimbursement for any collection costs incurred by the Company in accordance with Clause 5(b) hereof;
- secondly in payment of any interest charged to the Customer in accordance with Clause 5(a) hereof; and
- thirdly in satisfaction of part satisfaction of the oldest portion of the Customer's account.

7. EXCLUSION OF IMPLIED CONDITIONS & WARRANTIES

The only conditions and warranties which are binding on the Company in respect of the state, quality or condition of the goods and Services supplied by it to the Customer and/or in respect of advice, recommendation(s), information or services supplied by it, its employees, servants or agents to the Customer regarding the goods and Services, their use and application are those imposed and required to be binding by statute (including the Trade Practices Act 1974 (Cth)) and to the fullest extent permitted thereby the liability (if any) of the Company arising from the breach of such conditions or warranties shall, at the Company's option, be limited to and completely discharged in the case of the goods by either the Supply by the Company of equivalent goods or the replacement by the Company of the goods supplied to the Customer and in the case of advice, recommendation(s), information or services by the supplying of the advice, recommendation(s), information or services again and otherwise all other conditions and warranties whether express or implied by law in respect of the state, quality or condition of the said goods which may apart from this clause by binding on the Company are hereby expressly excluded and negated.

Except to the extent provided immediately above the Company shall have no liability (including liability in negligence) to any person for any loss or damage consequential or otherwise howsoever suffered or incurred by any such person in relation to the goods and/or advice, recommendation (s), information or services and without limiting the generality thereof in particular any loss or damage consequential or otherwise howsoever suffered or incurred by any such person caused by or resulting directly or indirectly from any failure, defect or deficiency of whatsoever nature or kind of or in the goods and/or advice, recommendation(s), information or services and without limiting the generality thereof in particular any loss or damage consequential or otherwise howsoever suffered or incurred by any such person caused by or resulting directly or indirectly from any failure, defect or deficiency of whatsoever nature or kind of or in the goods and/or advice, recommendation(s), information or services.

8. INTERNET

Where the Services involve connection to the internet (world wide web), the Customer agrees to abide by Internet Protocol and any Rules imposed by the Company (which shall be set out on the Company's web site) and acknowledges that the Company is not and shall not be responsible for the content of any material obtained and/or used by the Customer in connecting to the internet. The Company shall not be responsible for any loss and damage which the Customer may suffer or allegedly suffer as a consequence of using the Company's Services or being unable to use the Company's Services.

THE COMPANY CANNOT AND DOES NOT GUARANTEE CONTINUOUS SUPPLY OF ITS SERVICES USING AN INTERNET CONNECTION THROUGH/PROVIDED BY THE COMPANY

10. TERMINATION

The arrangements between the Company and the Customer may be terminated by one month's written notice to the other PROVIDED THAT the Company may immediately terminate the arrangements (including the Customer's internet connection) for any breach by the Customer of these terms and conditions including if any monies due to the Company by the Customer are not paid within fourteen days of the due date or the Customer becomes bankrupt or (being a company) has a receiver and manager, liquidator or administrator appointed over it.

11. PRIVACY AUTHORITY

Where Services are supplied to the Customer on credit the Customer irrevocably authorises the Company, its employees and agents to make such enquiries as it deems necessary to investigate the credit worthiness of the Customer from time to time including (but without limiting the generality of the foregoing) the making of enquiries of persons nominated as trade referees, the bankers of the Customer or any other credit providers (the information sources) and the Customer hereby authorises the information sources to disclose to the Company such information concerning the Customer which is within their possession and which is requested by the Company.

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PETKAT PTY LTD
1/a Engraving Services Co

12. RELEVANT LAW

These terms and conditions of and any contract including them shall be governed by the law of the State of South Australia and the parties submit to the exclusive jurisdiction of the Court of that State.

13. GENERAL

In respect of the Customer's obligation to make payment for Services supplied by the Company to the Customer, time shall be of the essence.

All communications shall be by notice in writing and sent to the Company and the Customer at their addresses facsimile numbers and email addresses detailed herein. A notice shall be deemed received when the sender hand delivers it or (if by fax or email) receives confirmation of receipt and in any event with 24 hours of sending the notice.

Neither party can assign its rights under these terms and conditions nor may the Customer resell any Services provided by the Company without the Company's written consent.

These terms and conditions constitute the entire agreement between the Company and the Customer relating to the Services and there are no agreements understandings warranties or representations between the parties other than those contained herein.

It is the Customer's responsibility to obtain any approvals licences or permits necessary for the performance of these terms and conditions.

No waiver by the Company of any default on the part of the Customer in the performance these terms and conditions.

The singular shall include the plural and vice versa, words importing any gender shall include every other gender and where there is more than one party comprising the Customer, they shall be bound jointly and severally.

14. GST

To the extent that the supply of Services under this Agreement is taxable supply the Fee shall be increased by an amount equal to any GST which the Contractor is liable to pay in respect of that supply.

The Company's obligation to pay the Services that are taxable supplies is subject to the Contractor providing a tax invoice for those services prior to the end of the month during which the Services are provided.

The expressions of 'GST', 'supply', 'taxable supply', and 'tax invoice' have the same meaning as in A New Tax System (Goods and Services Tax) Act, 1999.

PART F - (ALL APPLICANTS MUST SIGN)

Partnerships, Sole Traders and Proprietors of Businesses must complete:

SIGNATURE(S): _____

WITNESS: _____ DATE: _____

Directors of companies must complete:

THE COMMON SEAL OF _____

PTY. LTD.

ACN NO: _____

has hereto been affixed in accordance with its Articles of Association in the presence of:

WITNESS: _____ DATE: _____

DIRECTOR: _____

DIRECTOR/SECRETARY: _____

PART G - (PERSONAL GUARANTEE AND INDEMNITY)

I/We _____

of _____

do hereby declare that :

1. I/we are directors and/or shareholders of the Customer; and
2. I/we are jointly and severally responsible for all monies payable to the Company pursuant to this Credit Account Application (including the Terms and Conditions of Trading detailed at Part D) and any order placed by the Customer with and accepted by the Company as if we were the Customer described therein. We hereby indemnify and shall keep indemnified the Company against each and every loss it shall sustain by reason of the Customer's failure to comply with the said Terms and Conditions of Trading. The authorities and consents given pursuant to the said Terms and Conditions of Trading, particularly in respect to the Company investigating the credit worthiness of the Customer and making enquiries of trade referees, banks and other credit providers on behalf of the Customer are hereby repeated as my/our authority and consent for the purposes of the Company assessing me/us as guarantors of the Customer.
3. I/we understand that the Company will act in reliance upon this Guarantee and Indemnity in accepting orders from the Customer.

SIGNATURE _____

WITNESS _____

NAME (PRINT) _____

ADDRESS _____

DATE _____

SIGNATURE _____

WITNESS _____

NAME (PRINT) _____

ADDRESS _____

DATE _____

Below - FOR COMPANY OFFICE USE ONLY

TERRITORY _____

C.P.C. CODE _____

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