

# **Global Tapware Pty Ltd**

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## Application for a Commercial Credit Account

Instructions:-

Companies and Trusts: Parts 1, 3, 4 and 5 to be completed  
Sole Traders and Partnerships: Parts 2, 3 and 4 to be completed  
Part 6 to be signed by all applicants

Please return all original pages to Global Tapware P/L

### **Office Use Only**

ACCOUNT: Approved / Rejected  
ACCOUNT NAME: \_\_\_\_\_  
STATE: \_\_\_\_\_  
AUTHORIZED BY: \_\_\_\_\_  
CREDIT LIMIT: \$ \_\_\_\_\_  
DATE: \_\_\_\_\_

(Form-9-Credit Application)

**PART ONE**  
**FOR COMPANIES AND TRUSTS**

Company Name: \_\_\_\_\_

Trading As: \_\_\_\_\_

A.C.N.: \_\_\_\_\_

A.B.N.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

Directors (Full Names and dates of Birth, Home / mobile Phone numbers):  
(If any additional names, please attach list)  
-- Please list the Major Share holder first -----

1) \_\_\_ % of Shares \_\_\_\_\_ Ph. \_\_\_\_\_

2) \_\_\_ % of Shares \_\_\_\_\_ Ph. \_\_\_\_\_

3) \_\_\_ % of Shares \_\_\_\_\_ Ph. \_\_\_\_\_

4) \_\_\_ % of Shares \_\_\_\_\_ Ph. \_\_\_\_\_

Trades References (Names, Telephone and Fax numbers)

1) \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

2) \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

3) \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

4) \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

**PART TWO**

**FOR SOLE TRADERS AND PARTNERSHIPS**

Principal's names and addresses

(If additional names, please attach list)

Trading as: \_\_\_\_\_

Registered business number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Postal address: \_\_\_\_\_

Trade References: \_\_\_\_\_ Ph: \_\_\_\_\_

\_\_\_\_\_ Ph: \_\_\_\_\_

\_\_\_\_\_ Ph: \_\_\_\_\_

**PART THREE**

Premises: Owned ( ) Leased ( ) Rented ( )

Estimated Monthly Purchases: \$ \_\_\_\_\_

Credit Limit Request: \$ \_\_\_\_\_ Industry Type: \_\_\_\_\_

Date Business Commenced: \_\_\_\_\_

Bank Account Details: Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Phone: \_\_\_\_\_

Account Name: \_\_\_\_\_ BSB \_\_\_\_\_ A/ct No: \_\_\_\_\_

**PART FOUR**

I/We agree that GLOBAL TAPWARE may give to and seek from any Credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about my/our credit arrangement. I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that providers are allowed to give or receive from each other under the Privacy Act.

I/We understand the information may be used for the following purposes:

- To access an application by me/us for credit
- To notify other credit providers of a default by me/us
- To exchange information with other credit providers as to be status for this credit where I/We are in default with other client providers.
- To access my/our credit worthiness

Signed \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Written Name:- \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Written Name:- \_\_\_\_\_

**PART FIVE**

In consideration of all or any supplies of goods made on or before the signing thereof or that may there after be made by: 'Global Tapware ' called the supplier.

To \_\_\_\_\_ (hereafter called the customer)

I/We, the undersigned

\_\_\_\_\_ (names of guarantors)

\_\_\_\_\_ (address of guarantor)

Do hereby singly or if more than one, jointly and severally agree with the suppliers in the manner of the following – that is to say:

- 1) The guarantor/s hereby guarantor to the supplier the due and prompt payment of all monies as they fall due and payable, – To Terms as determined & made by the supplier but to a Maximum of 30 days from end of month (EOM) or Invoice date (ID), whichever is determined by the supplier. Earlier payments are desirable. – This agreement is for :- 30 DAYS from EOM
- 2) This guarantee shall be a continuing guarantee and shall not be considered as wholly or partially satisfied or discharged by any monies which may at any time or times thereafter be received or applied by the suppliers to the credit of the account of the customer and shall be available as a guarantee for the whole sums of money (including all sums of money whatsoever for the time being remained unpaid on any account or accounts whether now or existing or which may hereafter be opened) referred to cause 1 hereof (hereinafter collectively referred to as “the said indebtedness and liability)
- 3) This guarantee shall not be determined or in any way prejudice by, but is to continue to be binding upon the guarantor/s notwithstanding any change which shall or may be made by death or otherwise in the customer or in the person or persons how or hereafter constituting the customer and notwithstanding that the guarantor/s either or any of both ceases to be directors of the customer and notwithstanding the customer’s amalgamation with or its absorption of or by any other corporation, company, firm or partnership.
- 4) A certificate signed by any of the directors, secretary manager or authorized officer of the supplier shall be prima facie evidence of the amount of the said indebtedness and liability mentioned in such certificate.
- 5) This guarantee shall nit be prejudiced or affected by the appointment of the liquidator or receiver to the affairs of the customer, or if any contract of supply between the supplier to the customer is disclaimed by such liquidator.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed by the guarantor/s: \_\_\_\_\_

Written Name/s: \_\_\_\_\_

In the presence of \_\_\_\_\_

(Names and Addresses)

**PART SIX**

- 1) The buyer shall be responsible for the testing and determining the suitability of the goods and material for the purpose for which it is intended to be used.
- 2) All warranties and representation not set out at herein are hereby excluded to the extent permitted by law and all liability of Global Tapware (herein called the firm) for damages consequential or otherwise are excluded. To the extent that the firm may be liable for a breach of condition or warranty under Division 2 of Part V of the Trade Practices Act 1974 (other than a condition of warranty implied by section 69 of the act) the liability of the firm shall be limited to the replacement of the material or goods concerned, the supply of equivalent material or goods or the repair of the material or goods, whichever is determined at the sole discretion of the seller.
- 3) All claims must be made within seven days of the goods being shipped or available to be shipped from the firms premises. Prior approval must be obtained before returning goods and materials will be accepted.
- 4) A re-stocking two tiered fee will be charged on goods accepted for return. First tier will apply for goods returned in a salable condition (10%). Second tier will apply for goods returned in damaged condition (15 – 20%).
- 5) Freight of returned goods will be the customer's expense, unless authorized in writing by the firm. Freight on original invoice must also be paid.
- 6) Non-standard goods or material will not be returnable.
- 7) (i) Until the buyer has paid all monies owed to the firm then ownership of all materials and/or goods supplied by the firm to the buyer under this contract or otherwise remains with the firm.  
The Buyer:
  - (a) Shall hold all such materials or goods in its possession or that of its employer or agents as fiduciary agent and Bailey for the firm.
  - (b) Shall in the event that any of the goods or materials are sold by the buyer, the buyer shall make such sales as an agent for the firm and the former shall hold the proceeds of sale on behalf of the firm. Any agreement by the firm to extend credit to the buyer or any other indulgence shall not affect the buyer's liability to account to the seller as aforesaid or the ownership of the material or goods by the firm.
  - (c) Shall store the goods and materials so as to show clearly that it is the firms property and shall keep the material fully insured at its own expense and shall hold the proceeds of any insurance claim I respect of the goods and materials (to extent of the indebtedness to the firm) in trust for the firm.
  - (d) Upon any default by it in payment of any amount due to the firm or upon committing an act of bankruptcy (if an individual), or going into liquidation, provisional liquidation, receivership or having a mortgagee enter into possession of its assets, or entering into voluntary administration (if a company), irrevocably authorized the firm by its servants or agents to enter into premises occupied by the buyer or persons associated with the buyer for the purpose of taking possession of the goods and materials, and hereby authorized the firm by its servants or agents to use reasonable force to obtain such possession.
  - (ii) Notwithstanding anything in this clause, risk in the goods and material passes to the buyer from the time the goods and materials by the firm are shipped from the premises of the firm to the buyer, its employees or agents.
- 8) The goods and materials have been supplied on the basis that these conditions form part of the sale. If the buyer does not accept these conditions the buyer shall return the goods and materials to the firm at the expense of the buyer within seven (7) days after delivery to the buyer and if the buyer shall fail to do so, these conditions shall be deemed to have been accepted by the buyer.
- 9) In instances where goods are returned due to unacceptable quality on the part of the buyer and the goods are accepted for return by the firm, the firm will have the option to replace goods or to issue a credit on the account of the buyer at the sole discretion of the firm.
- 10) In the event of any dispute arising with regard to any matter under this contract it is expressly agreed that any dispute will be within the jurisdiction of either the Magistrates Court Petrie or the District Court Brisbane.

**We accept the General Conditions of sale as set out above**

Signed by or on behalf of purchaser: \_\_\_\_\_ Written Name: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_