

# AUDION INNOVISION PTY LTD

A.B.N. 72 119 042 527

## APPLICATION FOR COMMERCIAL CREDIT

T H E  A P P L I C A N T	<b>Company Name</b>	(Full registered name)	<b>A.B.N.</b>	
			<b>A.C.N.</b>	
	<b>Name &amp; address of Director:</b>	_____ (Surname) (Given Names) Postcode:		
	<b>Name &amp; address of Director:</b>	_____ (Surname) (Given Names) Postcode:		
	<b>Trading/Business Name</b>	(Full registered name)		
	<b>Sole Trader</b> (Full name & address of proprietor)	_____ (Surname) (Given Names) Postcode:		
<b>Partnership</b> (Full names & addresses of all partners)	_____ (Surname) (Given Names) Postcode:			
	_____ (Surname) (Given Names) Postcode:			
	_____ (Surname) (Given Names) Postcode:			
<b>Type of Entity</b>	<b>Company</b> <input type="checkbox"/> <b>Partnership</b> <input type="checkbox"/> <b>Sole Trader</b> <input type="checkbox"/>		<b>Date Commenced Trading:</b>	
<b>Registered Office:</b>	Address:		Postcode:	
<b>Trading Address:</b>			Postcode:	
<b>Postal Address:</b>			Postcode:	
<b>Description of Business:</b>				
<b>Financial Controller</b>	Name:		Telephone No. ( )	
			Facsimile No. ( )	
			E-mail address	
<b>A/C's Payable Contact</b>	Name:		Telephone No. ( )	
			Facsimile No. ( )	
			E-mail address	
<b>Monthly Purchases/Credit Limit Requested: \$_____</b>		Premises are: Owned <input type="checkbox"/> Mortgaged <input type="checkbox"/> Leased <input type="checkbox"/>		
<b>Bank Name:</b>			<b>Bank Branch/Address:</b>	
<b>Business Credit References:(3 required)</b>				
1. Name: Address:		Telephone No. ( )	Facsimile No. ( )	
2. Name: Address:		Telephone No. ( )	Facsimile No. ( )	
3. Name: Address:		Telephone No. ( )	Facsimile No. ( )	
I/We agree and acknowledge the terms and conditions outlined in this document prevail over any inconsistent terms and conditions contained in a purchaser's order and all orders placed incorporate these terms including the requirement to pay all accounts within 14 days of the date of invoice.				
Signed: _____ Date / / Full Name _____ Position: _____				
<b>TRADING TERMS AND CONDITIONS</b>				
<b>A. PERSONAL GUARANTEE</b>				
1. Where the Applicant is a company, each of its directors who signs this application for credit personally agrees to indemnify and pay to Audion all amounts which for whatever reason are not paid by the Applicant to Audion or which are paid but are disgorged to a subsequently appointed liquidator of the Applicant.				
<b>B. PRIVACY ACT AGREEMENT</b>				
2. The Applicant acknowledges that Audion by this clause informs the Applicant that under Section 18E(8)(c) of the Privacy Act ("the Act") Audion is allowed to give a credit reporting agency personal information about this credit application including the following:-				
(continued on page 2)				

- identity particulars as permitted by the Privacy Commissioner's determination issued under Section 18E(3);
- the fact the Applicant has applied for credit and the amount of credit applied for;
- the fact that Audion is a current credit provider to the Applicant;
- details of payments which become more than 60 days overdue, and for which collection action has commenced;
- advice that payments are no longer overdue;
- in specified circumstances, advice that, in the opinion of Audion, the Applicant has committed a serious credit infringement;
- advice that credit provided to the Applicant by Audion has been paid or otherwise discharged.

3. The Applicant acknowledges and agrees that Audion assessing the applicant for commercial credit or at any time may receive from a credit reporting agency a credit report containing personal information about the Applicant in relation to overdue payments.
4. The Applicant agrees that Audion may give to and seek from any credit provider named in the credit application and any credit provider named in a credit report issued by a credit reporting agency, information about the Applicant's credit arrangement. The Applicant understands that this information can include details concerning the Applicant's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Act.
5. The Applicant authorises the bank and trade references listed in the credit application to release information and to assist Audion in considering the application for credit.

**C. PAYMENT AND DEFAULT**

6. All accounts are due and payable not later than 14 days from date of invoice ("the due date") subject to any express written agreement providing for longer terms.
7. In the event payment is not made by the due date, the Applicant (hereafter known as "the Purchaser") will pay Audion:-
  - (a) compensation (for its reduced revenue receipts) being payment of interest on all accounts overdue at the rate of 2% above the prevailing rate imposed by the Penalty Interest Rates Act, plus
  - (b) an accounting fee being recovery agents and actual legal costs to Audion in recovering due amounts.

**D. RISK/PROPERTY**

8.
  - (a) Risk in goods shall pass to the Purchaser immediately upon delivery.
  - (b) Notwithstanding the passing of risk, property in goods delivered shall not be passed to the Purchaser until all amounts whatsoever payable by the Purchaser to Audion have been paid.
  - (c) Where goods have been delivered by Audion to the Purchaser, until full payment of the price for such goods has been made, the Purchaser shall:-
    - i) hold the goods on trust for Audion until all amounts owed have been paid in full;
    - ii) irrevocably appoint and be deemed to have irrevocably appointed Audion its attorney to do all acts and things necessary to ensure the retention of title to its goods including the registration of a charge in favour of Audion;
    - iii) separate and store separately the goods delivered by Audion.
  - (d) Where the Purchaser makes a new object from the goods, the Purchaser agrees that ownership in the newly made goods immediately passes to Audion and agrees to hold the new goods on trust for Audion and agrees to store the goods in a manner clearly showing Audion ownership of such goods.
  - (e) The Purchaser may transfer, sell or dispose of Audion's goods to a third party in the ordinary course of business provided that:-
    - i) where the Purchaser is paid by the third party, the whole of the proceeds of sale will be held on trust for Audion until all amounts owed by the Purchaser to Audion have been paid; or
    - ii) where the Purchaser is not paid by the third party purchaser, the Purchaser agrees to assign to Audion all of its claims against such third party.
  - (f) This clause applies notwithstanding any agreement by Audion to extend credit to the Purchaser.

**E. MISCELLANEOUS**

9. Credit notes are valid for 60 days but prior to the expiration of the 60 day period, at the discretion of Audion, may be extended for a further period.
10. The Purchaser agrees to accept part deliveries and will pay for those goods delivered upon an item basis in accordance with Audion usual terms even though the balance of the order may be not delivered.
11. Except as otherwise provided in these terms and conditions, Audion shall not be liable to the Purchaser for any loss, damage or injury sustained by the Purchaser or any other person for loss or damage to property whatsoever and howsoever arising directly out of or in consequence of any negligent act or omission by Audion in the supply of the goods or any breach of contract by Audion including, without limitation, loss caused by delay, or part shipment, loss of products or profit or liability to third parties.
12. A statement signed by any person duly authorised by Audion shall be conclusive evidence that the amount stated therein is owing by the Purchaser to Audion.
13. Any clause or part of a clause of these terms and conditions which is invalid, unlawful, void or unenforceable shall not effect the validity or application of the other terms and conditions.
14. No waiver by Audion of any right or remedy or waiver of these terms and conditions or of any breach or default, and no course of dealing shall be deemed to constitute a continuing waiver of any further breach or default or of any right or remedy, unless such waiver be expressed in writing signed by Audion.