



Firex Distribution (Australia) Pty Ltd ATF Firex Distribution Trust

ABN 75 468 726 200

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FIREX DISTRIBUTION (AUSTRALIA) PTY LTD
CREDIT APPLICATION FORM

BUSINESS DETAILS

Company Name:		
Trading Name: (if different to above)		
ACN:	ABN:	
Trading as:		
Business Address:		
Post Code:		
Telephone No:	Fax No:	
<input type="checkbox"/> Public Co. <input type="checkbox"/> Pty Ltd Co <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Other		
Delivery Address (If Different from above):		
Post Code:		
Type of Business:		
Date Company/Business Registered/Started:	Period Owned/Controlled by Current Management:	No of Employees:
Estimated Monthly Purchases: \$		
Sales Contact:	Sales Email:	Sales Mobile:
Accounts Contact:	Accounts Email:	Accounts Phone Number:



BANK DETAILS

Bank Name:	Branch:
BSB:	Account Number:

DIRECTORS

Names:	Residential Address:
1.	
2.	
3.	

Has any director, or a person concerned in the ownership or management of the business been a secretary, a director, or a person concerned in the management of a business which has been placed under a receiver or manager, or wound up, or been declared bankrupt, or which has entered into a compromise or scheme of arrangement with creditors? YES / NO

TRADE CREDIT REFERENCES

Note: Your Application cannot be considered without the following three Trade Credit References. (Please only list major suppliers and do not include associated companies or debtors of applicant, Freight companies, Electrical wholesalers or major suppliers of directly competing products to Firex as they do not provide credit references):

1. Company Name:	Address:	
Phone No:	Email:	Average Monthly Purchases: \$
2. Company Name	Address:	
Phone No:	Email:	Average Monthly Purchases: \$
3. Company Name	Address:	
Phone No:	Email:	Average Monthly Purchases: \$



In consideration for **Firex Distribution (Australia) Pty Ltd** extending credit I/we the undersigned hereby:

1. **Accurate Information** - Declare that I/we have read the information set out in this credit application and that I/we believe the facts and information contained herein are true and correct in every regard;
2. **Solvency** - Declare that the Company/Business is not insolvent and is able to pay its debts as and when they fall due and that I/we are not aware of any matter which could cause Firex Distribution (Australia) Pty Ltd to decline credit to the Company/Business;
3. **Payment and Credit** - Acknowledge that the trading terms of Firex Distribution (Australia) Pty Ltd are cash in full on or before delivery. Otherwise, if payment terms are extended, payment shall be net 30 days end of month (unless otherwise agreed) and agree to be responsible for the payment of all goods supplied to the purchaser's order or any person in their employ or agent acting on their behalf and pay the account within the terms herein. In the event that the invoice is not paid to Firex Distribution (Australia) Pty Ltd in full on or before the due date for payment then interest at the rate of 2% per month shall be paid by the customer to Firex Distribution (Australia) Pty Ltd on the full amount of the price or such portion thereof as remains outstanding and unpaid, such interest to accrue on the monthly balance from the expiration of the due date for payment until and including the date of full payment.
4. **Consequences of Default** –
 - a. Firex Distribution (Australia) Pty Ltd reserves the right to refer the collection of any outstanding accounts to a debt collection agency without notice to the Customer.
 - b. The Customer agrees to be liable for any recovery costs and expenses Firex Distribution (Australia) Pty Ltd incurs as a result of the referral of the debt to a debt collection agency.
 - c. In the event that the collection of the debt is referred to Firex Distribution (Australia) Pty Ltd lawyers, the Customer accepts liability for and indemnifies Firex Distribution (Australia) Pty Ltd for all of Firex Distribution (Australia) Pty Ltd legal costs on a solicitor-client basis.
5. Acknowledge that all credit facilities may be withdrawn without prior notice.
6. Declare that I am/we are either director/s or shareholder/s or owners of the Company/Business and that I am/we are obtaining benefit by the grant of credit to the Company by Firex Distribution (Australia) Pty Ltd;
7. **Price** - Acknowledge that all prices quoted are based on present rates and costs of foreign currency, material, labour, freight, insurance, customs, agents, government tariffs, duties and taxes excluding GST, and shall be subject to increase in respect of any variation in such rates or costs;
8. Acknowledge that all prices quoted are exclusive of GST;
9. **Product Returns** - Acknowledge that a minimum fee of 20% of the price quoted will apply to all orders cancelled prior to supply;
10. **Delivery** - Acknowledge that dates of delivery and availability of the goods are estimates only and Firex Distribution (Australia) Pty Ltd will use its best endeavours to maintain such estimates however no liability of any nature shall attach to Firex Distribution (Australia) Pty Ltd for delay resulting from any cause;
10. **Shipping** - The Company will not hold Firex Distribution (Australia) Pty Ltd responsible for any delay in the shipment of goods as a result of third party suppliers;
11. **Indemnity** - Agree to indemnify and keep indemnified Firex Distribution (Australia) Pty Ltd from and against all claims which may be suffered consequent upon or arising directly or indirectly out a breach of the trading terms of the Company or due to a change of ownership, or restructuring or change of address of the Company unless written advice of such change is given to Firex Distribution (Australia) Pty Ltd prior to the delivery of any goods [being made];



- 12. Retention of Title** - Title to all goods remains the property of Firex Distribution (Australia) Pty Ltd until goods have been paid for in full. Ownership of the goods shall not pass from Firex Distribution (Australia) to the customer until payment has been made in full for those goods and all other goods supplied by Firex Distribution (Australia). The customer agrees to store the goods in such a way so as to clearly show the goods are the property of the seller;
- 13. Applicable Law** - This contract shall be deemed to have been made at Sydney and shall be governed by the laws of New South Wales.

Form must be signed before application will be processed:

The persons whose signatures appear on this application are duly authorized agents of the Applicant for the purpose of executing this document.

The signatories to this agreement authorise Firex Distribution (Australia) Pty Ltd to carry out credit checks and obtain credit reports in respect of the Applicant's and/or its Owner/s' credit worthiness.

Signature:

Name:

Title:

Date:

Directors Details:

Full Name:

DOB:

Drivers Licence:

Residential Address:

.....

.....

Signature:

Name:

Title:

Date:

Full Name:

DOB:

Drivers Licence:

Residential Address:

.....

.....

Witness Signature:

Witness Name:

Date:

Witness Signature:

Witness Name:

Date:

GUARANTEE

In consideration of you, Firex Distribution (Australia) Pty Ltd, supplying (at my/our hereby-confirmed request) (Company Name)..... (ABN)
(hereafter referred to as “the Customer”) either now or at some future time, or continuing to supply, or causing to be supplied at your cost, goods and/or services on credit, then the person identified below as “the Guarantor” hereby guarantees the due payment by the Customer of all money now due, or hereafter becoming due or owing, to yourselves. The Guarantor also agrees that:

1. This Guarantee is a continuing guarantee.
2. If the Guarantor is a person then this Guarantee shall bind the estate of the Guarantor.
3. While the Customer owes you any moneys I, the Guarantor, will not, in competition with you:
 - a) prove, claim, or receive the benefit of, any dividend or payment in a winding up or bankruptcy of the Customer;
 - b) Enter into any arrangement with creditors relating to the Customer, whereby the effect would be to reduce or limit any dividend or payment that you would otherwise be entitled to receive. Furthermore, the receipt of any such dividends or payments by you shall not prejudice or affect your right to recover under this guarantee the full balance of all moneys due or owing.
4. If the Customer is a corporation this guarantee shall not be affected, revoked or discharged by the winding up of the Customer.
5. No security or payment which may be voided under the area of law relating to either bankruptcy or the liquidation of companies, and no release settlement or discharge which may have been given or made on the faith of any such security or payment, shall prejudice or affect your right to recover under this guarantee. In the event of any such security or payment being voided you shall be restored to the rights which but for any such voidance you would otherwise have had.
6. Any sum of money which may not be recovered by you from the Guarantor on the footing of this guarantee, (specifically including by reason of any legal limitation, disability or incapacity on or of the Customer) shall nevertheless be recoverable from the Guarantor, as principal debtor thereof, and shall be paid to you by the Guarantor on demand.
7. Liability under this guarantee shall not be impaired or discharged by reason of:
 - a) Any time or other indulgences granted by you to the Customer; nor,
 - b) Any arrangements you enter into with the Customer whereby your rights are in any way modified or abrogated.

Furthermore there is no need for you to give the Guarantor notice of any such indulgences or arrangements granted by you to the Customer.

8. Any notice or demand to be made by you upon the Guarantor shall be deemed to be formally made and received if such is in writing and either handed to the Guarantor or sent certified mail to the address of the Guarantor as supplied below.
9. A written statement, signed by an authorised agent of your Company, giving the balance of monies owed to you by the Customer, shall be accepted as conclusive evidence of the indebtedness of the Customer to yourselves.

FIREX

10. If more than one person is the Guarantor then the liability of those persons under this guarantee is a joint and several liability and every reference to the Guarantor shall apply to and bind each of those persons.

11. In this Guarantee, unless a contrary intention appears from the context, a reference to a person includes a reference to a corporation and the singular number included the plural.

1.Guarantor's Full Name:	Witness's Full Name:
Guarantor's Signature:	Witness's Signature:
Residential Address:	Residential Address:

2.Guarantor's Full Name:	Witness's Full Name:
Guarantor's Signature:	Witness's Signature:
Residential Address:	Residential Address:

TERMS OF CREDIT TRADING

- A. Credit is not available until this application is approved by an Authorised Officer of Firex Distribution (Australia) Pty Ltd and details of approval and credit limit is provided in writing.
- B. Unless otherwise agreed in writing, payment for goods purchased is required within 30 days of the month end. Should payment not be received within this period Firex Distribution (Australia) Pty Ltd reserves the right to institute collection procedures and cease delivery of goods. Firex Distribution (Australia) Pty Ltd reserves the right to charge interest on overdue amounts.
- C. You will be liable for any debt recovery expenses relating to payment of your account.
- D. Firex Distribution (Australia) Pty Ltd reserves the right to refuse claims not received in writing within 14 days of the date of invoice.
- E. Where any claim or dispute arises, the amount claimed or disputed may be deducted, but the balance of the account must be paid in accordance with Clause (B) above.
- F. An order lodged with Firex Distribution (Australia) Pty Ltd cannot be cancelled, or delivery delayed without Firex Distribution (Australia) Pty Ltd's prior agreement. Specific goods procured (for the applicant) will be delivered to the Applicant. No application for cancellation will be considered unless made by the Applicant in writing to Firex Distribution (Australia) Pty Ltd.
- G. Firex Distribution (Australia) Pty Ltd reserves the right to vary quoted prices, without notice, in accordance with currency exchange rates, government taxes and charges, import duties, transportation costs, or any other cost, tax or charge of a similar nature. Quoted prices do not include GST.
- H. Quoted delivery and consignment dates are estimates only. Delivery dates will be extended where delays occur due to matters beyond Firex Distribution (Australia) Pty Ltd's control until cessation of such matters. Delay in consignment of any part of an order will not relieve the Applicant of its obligation to accept and pay for the remainder of the order.
- I. Title and property in the Goods will only pass to the Applicant following receipt by Firex Distribution (Australia) Pty Ltd of the total payments due for the goods delivered to the Applicant by Firex Distribution (Australia) Pty Ltd, until which time:
 - a. Property in the Goods remains with Firex Distribution (Australia) Pty Ltd and the Applicant agrees to hold the goods as Bailee for Firex Distribution (Australia) Pty Ltd.
 - b. Firex Distribution (Australia) Pty Ltd may at any time terminate any contract relating to the Goods and the bailment without notice to the Applicant and may thereupon take possession of the Goods.
 - c. The Applicant authorises Firex Distribution (Australia) Pty Ltd, by its servants or agents, to enter any premises owned, leased or otherwise occupied by the applicant to take possession of the Goods and authorises Firex Distribution (Australia) Pty Ltd by its servants or agents to use all such reasonable means to obtain such possession.
 - d. If the Goods are sold by the Applicant, the Applicant acknowledges that the sale is as Bailee for and as agent on behalf of Firex Distribution (Australia) Pty Ltd and the Applicant agrees that Firex Distribution (Australia) Pty Ltd is entitled to trace the proceeds of resale as against any receiver of the Applicant's assets.
- J.
 - a. If the Contract constitutes a supply of Goods to a Consumer as defined by the Trade Practices Act 1974 (Commonwealth) or any other relevant statute in the State in which the Goods are delivered then (subject to these terms) Firex Distribution (Australia) Pty Ltd's liability for any breach of a condition or warranty implied by such acts, including any consequential loss which the applicant may sustain or incur, shall be limited to one of the following at the election of Firex Distribution (Australia) Pty Ltd:
 - i. replacement of the Goods or supply of equivalent goods. (Where an extinguisher product is supplied empty, Firex will supply the relevant Filling Agent to include in the extinguisher);
 - ii. repair of the Goods
 - iii. payment of the cost of replacing the Goods or acquiring equivalent goods; or
 - iv. payment of the cost of having the goods repaired.
 - b. Save for the express conditions and warranties herein contained or referred to all other conditions and warranties (whether as to quality, fitness for purpose of any other matter) expressed or implied by statute, the common law, equity, trade custom or usage or otherwise howsoever are hereby expressly excluded PROVIDED THAT nothing in these terms and conditions shall exclude or limit liability for any breach of a term or condition implied by law, the exclusion or limitation of which is not permitted by law.
 - c. The Applicant shall indemnify Firex Distribution (Australia) Pty Ltd against and hold Firex Distribution (Australia) Pty Ltd harmless from any and all claims, actions, proceedings, liabilities, expenses, losses or damages including, without limitation, claims by way of subrogation by any insurer, for personal injury, death or property damage arising out of or in connection with the negligent acts or omissions of the Applicant in the handling, use and/or sale of the goods.
 - d. The Applicant agrees to notify Firex Distribution (Australia) Pty Ltd in writing on any shortage, rejection of defects within 14 days after the date of delivery of the goods. Goods returned to Firex Distribution (Australia) Pty Ltd, without Firex Distribution (Australia) Pty Ltd's written authorisation shall be at the Applicant's risk and the Applicant acknowledges that Firex Distribution (Australia) Pty Ltd, shall not be under any liability to issue credit on any items which have been altered or defaced in any way or upon which any additional operations have been performed after leaving the control or possession of Firex Distribution (Australia) Pty Ltd.
 - e. Where Firex Distribution (Australia) Pty Ltd (in their discretion) agree to supplement any Manufacturer's Warranties in respect of any of the Goods supplied with a limited supplier's warranty, that warranty shall cover labour costs only for claims made provided that the warranty shall not apply where the Applicant has failed to exercise an acceptable and ordinary standard of care and maintenance when using the Goods.
 - f. In the case of any of the Goods which are advised to the Applicant as being demonstrated or second-hand goods, Firex Distribution (Australia) Pty Ltd will not be liable nor in any way responsible for any defect brought to the attention of the Applicant by Firex Distribution (Australia) Pty Ltd prior to the making of a contract, or are of the kind that would reasonably become evident to the Applicant upon an examination of the Goods.
- K. The Applicant acknowledges that:
 - a. It is the Applicant's responsibility to inform Firex Distribution (Australia) Pty Ltd in writing of all requirements the Applicant has including requirements consequent upon legislation and regulations relating to the end use of the Goods in the Country or State of Intended use. Any failure by the applicant to inform Firex Distribution (Australia) Pty Ltd in writing of any such requirements shall not in any way entitle the Applicant to refuse to accept the Goods or pay the Purchase Price nor shall Firex Distribution (Australia) Pty Ltd be liable in any way whatsoever if the Goods fail to comply with any such requirements not disclosed in writing by the Applicant to Firex Distribution (Australia) Pty Ltd prior to the lodgement of an order and the Applicant shall indemnify Firex Distribution (Australia) Pty Ltd in full against any loss or damage suffered by Firex Distribution (Australia) Pty Ltd howsoever arising out of any failure to comply.
 - b. Unless any particular purpose for which the Applicant is acquiring the Goods is specified clearly in writing as part of an order made, the Applicant warrants it has not advised FIREX DISTRIBUTION (AUSTRALIA) PTY LTD of any particular purpose.
- L. If the Applicant shall:
 - a. fail to make any payment due under the contract or commit any other breach of any of the Applicant's obligations under the contract;
 - b. suffer execution under any judgement;
 - c. commit an act of bankruptcy;
 - d. make any composition or arrangement with any creditor; or
 - e. being a company, pass a resolution for winding-up or have a receiver appointed over any of its property or have a winding-up petition presented against it, then Firex Distribution (Australia) Pty Ltd (in addition to any other remedies hereby or by statute conferred) may treat as terminated any part of the account then unpaid, together with any other monies owing hereunder, whether or not due under the terms of the contract shall forthwith become due and payable. Any such termination shall be without prejudice to any claim or right Firex Distribution (Australia) Pty Ltd may otherwise possess.
- M. Failure by Firex Distribution (Australia) Pty Ltd to insist upon strict performance of any term, warranty or condition of the contract shall not be deemed a waiver thereof or of any rights Firex Distribution (Australia) Pty Ltd may have and no express waiver shall be deemed a waiver of any subsequent breach of any term, warranty or condition.
- N. The contract shall be governed by the law of the State of New South Wales.
- O. Any notice or document required hereunder to be served on Firex Distribution (Australia) Pty Ltd must be addressed to Firex Distribution (Australia) Pty Ltd at its registered address and any notice or document similarly required to be served on the Applicant may be sent to the Applicant's address as stated hereon or to the Applicant's last known address. Notices and documents may be delivered by hand or sent by prepaid post and if sent by post shall be deemed to be served one day after posting.