



Nallawilli Protect Pty Limited
 Level 2, Suite 4
 19-21 South Steyne
 Manly
 NSW 2095

ABN: 70 641 156 390

Credit Application Form

Business Details

Business Name: 'the Business'	
ABN	
Nature of Business	

Type of Business ('Applicant')

Sole Trader – Individuals Name:	
Company – Full name of company including ABN:	
Partnership – Partners Names:	

Address Details

Physical Address:	
Mailing Address: (if different to above)	
Delivery Address: (if different to above)	
Main Phone No.	
Main Fax No.	
Main Email:	

Accounts Department Contact Details

AP Person:		AP Fax:	
AP Phone No.		AP Email:	
CFO Name		Direct Phone	



Bank Details

Bank:		Branch Suburb:	
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Information About Two (2) Owner(s), Director(s) Or Partner(s)

	Person One	Person Two
Name		

Trade References

	Supplier Name	Address	Phone	Contact Person
1.				
2.				
3.				

Credit Request

Credit Limit Request Amount:	\$
Reason for (or Purpose of) Credit:	

Date of this Agreement:	
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Account Terms

1. The person, company or partners in a partnership described in the "Type of Business" section at page 1 of this agreement ("Applicant", "you" or "your") hereby apply to Nallawilli Protect Pty Ltd ABN 70 641 156 390, "Nallawilli", "we" or "us") for credit to the credit limit amount noted above and acknowledge that the terms and conditions relating to this application and account are binding on you even if Nallawilli advises you or provides you with a credit limit that is different (whether higher or lower) to the amount requested above.
2. You agree to pay to Nallawilli for the amount credited to you for the goods purchased within fourteen (14) days from the date of the invoice for each good purchased ('Credit Period').
3. You warrant that the information submitted in this application is true and correct in every particular. You must advise us if any of the partners or directors named above ceases to be a partner or director.
4. Without limiting our right to obtain or exchange information, you consent and authorise us to contact the Bank listed above and obtain information from it regarding your holdings at that bank, and you consent and authorise us to contact the trading references listed above for references. If we are in receipt of bank or trade references that we regard as being unsatisfactory, we reserve the right to terminate your account and/or require the goods be paid for in full at the time of delivery to you.
5. Returns, credits and other claims will only be accepted by us with our consent and if we have been notified within seven days of receipt of goods by you, or seven days of invoice if the goods have not been delivered to you. Goods may only be returned if prior authority has been obtained from us and then may only be picked up by a carrier approved by us. A handling charge may apply to returned goods. This clause does not affect any statutory rights you may have.
6. You acknowledge that we retain title to all goods we deliver to you until payment is received by us in full for those goods. Ownership of the goods does not pass to you until you have paid in full for all goods purchased from us.
7. If payment is overdue we shall be entitled to recover the goods belonging to us and we and our duly authorised agents shall at all times and without notice be entitled to enter the premises believed to be occupied by you without any liability for trespass or other damage and recover therefrom the goods the subject of this agreement but only if there is then an existing default in the terms of payment for such goods.
8. You acknowledge and agree that we may register a Purchase Money Security Interest (PMSI) on the Personal Property Security Register pursuant to the *Personal Property Securities Act 2009* (Cth) (PPSA) in respect to those goods. Should we register a PMSI, you agree to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) ensuring that the security interest is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective; or enabling us to apply for any registration, or give any notification, in connection with the security interest so that the security interest has the priority required by us; or enabling us to exercise rights in connection with the security interest. We need not give you any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.
9. You acknowledge that you are accepting the goods at your own risk from the moment goods are sent from Nallawilli or from our contracted supplier, or whether collected by you or by an agent or carrier on your behalf. Unless we receive instructions from you to the contrary in advance, we shall use our carrier to deliver the goods to you and pre-pay the freight charges on your behalf. You must reimburse us these freight charges by the same due date as payment for the goods themselves.
10. Payment of the full amount owed to us under this agreement is due at the expiration of the Credit Period. Amounts become overdue immediately after expiry of the Credit Period. Goods will not be supplied to overdue accounts until such time as the account is paid in full. You will indemnify us against all legal costs, debt collection agency fees and other losses or expenses incurred in connection with your account being overdue, including in connection with recovery of amounts owed to us or recovery of goods supplied by us to which we still retain legal title, and for deterioration in condition or depreciation in value of such goods. All such costs and expenses will form part of the overdue amount. We reserve the right in our absolute discretion to charge fees on overdue accounts, up to 12% p.a. of the overdue amount by way of simple interest calculated daily, or \$2.00 per day, whichever is greater.
11. To the extent permitted by law, all statutory or implied warranties that may apply to goods supplied by us are hereby excluded and our obligation under any warranty that cannot be excluded is limited, at our option, to replacement of the goods, exchange for equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or supply of equivalent goods, or the payment of the cost of the repair of the goods. We expressly exclude any liability that may otherwise arise in relation to this application, account or the provision of goods for indirect or consequential loss of damages, including without limited for loss of profits.
12. If GST is payable on any supply made under this agreement or arising out of this agreement or any transaction document, you will be liable to pay the amount payable for the supply plus the GST payable on the supply as an additional amount calculated without any deduction or set-off. Such amount is payable upon demand by us whether or not a tax invoice is issued or required to be issued.
13. Notwithstanding anything else in this agreement, we can terminate or suspend your account at any time, at our absolute discretion. Any outstanding amounts owed to us by you must be paid to us upon termination of this agreement.
14. If any provision in this application or relating to this account is invalid or unenforceable, it should be read down or severed as required and all other provisions will remain in full force and effect.
15. This agreement is to be construed solely in accordance with and governed by the laws of the state of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts in and of the state of New South Wales.

All above terms are consented to by the Applicant

Signed by or on behalf of the Applicant as a Deed.	Signature:	Date: / /
Name of Signatory: <i>(Must be an individual listed above)</i>		
Title of Signatory: <i>(i.e. Managing Director)</i>		



Privacy Act Acknowledgments and Consents

Once your account is established, we will be a "credit provider" within the meaning of the *Privacy Act 1988* (Cth). Terms used in this section have meanings given to them in that Act. In connection with our consideration of this application and management of your account at any time after an account has been established, you and the listed individuals associated with the Business who have signed below ('Consenting Persons') consent to us:

1. Collecting personal information about you, the Business and/or Consenting Persons and using it in connection with this application, this account and purchases made by you or those Consenting Persons from us.
2. Seeking and using documents or information to identify and verify you, the Business and/or the Consenting Persons.
3. Obtaining information about the commercial activities, consumer credit information or commercial credit worthiness of you, the Business and/or the Consenting Persons, from a business which provides information about the commercial credit worthiness of persons.
4. Obtaining from a credit reporting agency a credit report containing personal credit information about the Consenting Persons.
5. Obtaining personal information, including any information about credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the *Privacy Act 1988*, in relation to you, the Business and/or Consenting Persons from other credit providers, either named in this application or named in any credit report issued by a credit reporting agency, for any of the following purposes:
 - a) To assess the credit worthiness of you, the Business and/or Consenting Persons;
 - b) To assist us with assessing this application;
 - c) To help avoid default on credit obligations by the Business and/or Consenting Persons; or
 - d) To notify a default by you or the Business on credit obligations.
6. Seeking and using a credit report about you, the Business and/or any Consenting Persons provided by a credit reporting agency to collect overdue payments.
7. Giving to any broker, financial consultant, accountant, lawyer or any other adviser on your behalf any consumer or commercial credit information about you, the Business or any Consenting Persons and for such purposes, you acknowledge that you have authorised them to seek such information.
8. Providing information about you, the Business and/or Consenting Persons with other credit providers, including information contained in a credit report, for any purpose specified above.
9. Providing you, the Business or the Consenting Persons' personal information to any third party contractor of Nallawilli in circumstances where we are satisfied that such third party contractor is committed to meeting the same privacy obligations as those binding on us.

10. Providing any of the following information about the Business and/or the Consenting Persons to a credit agency or to another credit provider:

- a) Identity particulars, including but not limited to the details disclosed in this application;
- b) The fact that credit has been applied for an amount requested and/or provided;
- c) Details of payments overdue for at least 60 days, if we have taken any steps to recover those payments including making written request for payment;
- d) Details of cheques from you which have been dishonoured more than once;
- e) If we have formed the opinion that a series credit infringement has been committed;
- f) If the credit provided to you by us has been fully paid or otherwise discharged.

If you provide information about any other person, such as a guarantor or referee, you agree to tell them

- a) That you are providing this information to us;
- b) Of our contact details on this application;
- c) Of the reason you are providing their information to us;
- d) Of the fact that this application may not be approved without the information;
and
- e) Of the fact that the information may be disclosed as set out in this form.

Consent Regarding Privacy and Credit Information to be signed by Applicant	
Name:	Name:
Signature:	Signature:



Return this for to financedept@nallawilli.com