



Account Application and Terms and Conditions of Sale

www.svsaustralia.com

Thank you for taking the time to complete this account application and on behalf of the entire team I would like to welcome you to SVS Australia. As a leading Australian Family Business, we pride ourselves on delivering the best possible service to you and your business. We are constantly searching for better ways in doing business with our customers and we would love to hear from you if we can assist in making this process a little easier.

Although formal, we trust that the account application process will be the most complex part of dealing with SVS that you will experience and we look forward to many years of fostering a strong and mutual beneficial business relationship together.

Please remember, if you encounter financial difficulties at any time, or you are experiencing difficulties with your account, please talk to our accounts team as they may be able to assist your business in ways you may not have thought of previously. Once again thanks, and I look forward to meeting with you one day soon.

Kindest Regards,

A handwritten signature in blue ink, appearing to read 'Peter McKewen', is written over the 'Kindest Regards,' text.

Peter McKewen
General Manager
SVS Australia

SVS Australia

Head Office

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Part A - Application for Credit

APPLICANT INFORMATION					
Company (or sole trader) Name:					
Please detail Parent Company/Entity or Trust Details:					
Partnership of Individuals Name/s:					
Trading As:					
ABN:	ACN:	Locations:	Tick	Tick	
			Single	Multiple	
Bank Used:		Branch:			
Type of Business:			Length in Business (yrs):		
Estimated Monthly Purchases: \$		Credit Required: \$			
Do you require a maximum credit to be applied to your account? (circle one)				Yes	No
If you have selected yes in the question above, please indicate the maximum credit limit you wish applied to this account, if left blank SVS Australia will adjust per history.			Amount: \$		
DIRECTORS / PARTNERS / PROPRIETORS DETAILS					
(1) Surname:		First:	Phone:		
Personal Address:					
City/Suburb:		State:	Post Code:		
(2) Surname:		First:	Phone:		
Personal Address:					
City/Suburb:		State:	Post Code:		
COMPANY CONTACT INFORMATION					
Email Address/s:					
Phone Number:		Fax Number:			
Business Address:					
City/Suburb:		State:	Post Code:		
Postal Address:					
City/Suburb:		State:	Post Code:		
Contact in Accounts:			Phone:		
Accounts Email Address:					
Contact in Sales:			Phone:		
Mobile Number:			Fax:		
DELIVERY INFORMATION					
Delivery Address:					
City/Suburb:		State:	Post Code:		
Preferred Transport:			Your Account No:		
Transport Contact Number:					
TRADE REFERENCES					
(1) Company:					
Phone:		Fax:			
(2) Company:					
Phone:		Fax:			
(3) Company:					
Phone:		Fax:			
Note: some companies do not give credit references; please ensure the referees that you provide do. This will minimise delay.					

Part B - Terms and Conditions of Sale

1. Warranty

SVS Australia Pty Ltd t/a SVS Australia ("SVS") warrants all new products against defect in workmanship or material for a period pursuant to manufacturer's warranty periods after proof of purchase dates are provided. Warranty period is deemed from date of invoice.

- 1.1 This warranty applies only to products that are installed and operated according to the purposes for which they were intended and designed and installed in accordance with the manufacturers written instructions. This warranty does not extend to or cover defects fully or partly caused by abuse or misuse of equipment or damage caused by the faulty product.
- 1.2 If any product is found to be defective upon examination by "SVS", "SVS" will repair, replace or issue credit (the decision to be at the sole discretion of "SVS") through the original selling dealer or direct to the purchasing customer.
- 1.3 "SVS" will not assume responsibility for labour costs (or other additional costs) associated with the removal of the defective product, cost of equipment downtime, or any other costs associated with the failure of the product(s).

2. Return for Credit

- 2.1 Goods must be returned not more than 14 days after the date of invoice, at the "applicant's" expense. The goods must be in original packaging and in original condition. A restocking fee may be applied.
- 2.2 Items ordered in as 'Non Returnable' or 'Special' or 'Order In' cannot be returned for credit

3. Freight

- 3.1 Unless specified in the quotation or otherwise agreed in writing the products are deemed to be delivered when the products placed at the "applicant's" disposal at "SVS's" place of business and all transportation is the responsibility and at the cost of the "applicant".
- 3.2 Risk of the products passes to "the applicant" on collection of the products or on dispatch. "The applicant" should insure the products for their full insurable value against loss or damage by fire, theft, accident and such other risks as "the applicant" considers appropriate.
- 3.3 All products transported to "the applicant" will not be covered by insurance unless requested by "the applicant" in writing. The transit insurance will be at the cost of "the applicant".
- 3.4 Any claims for shortage or incorrect supply must be notified to "SVS" by "the applicant" within 5 working days of receipt of the products by "the applicant". "The applicant" must quote the invoice number and or other associated freight consignment numbers.

4. Credit

- 4.1 "SVS" reserves the right to review and vary the credit limit and terms extended to "the applicant" at any time.

5. Prices

- 5.1 The prices shown on "SVS" invoices are recommended prices only and there is no obligation to comply with the recommendation.
- 5.2 Prices are subject to change without notice. Quotations expire 30 days from issue unless otherwise stated within the quotation.

6. TITLE

- 6.1 Title and ownership to all products supplied shall remain with "SVS" until the full purchase price and all other sums payable by "the applicant" to "SVS" in respect of the products are paid in full.
- 6.2 "The applicant" must keep "SVS" notified of the address at which the products supplied are located.
- 6.3 Until the products are paid for in full the relationship between "SVS" and "the applicant" shall be fiduciary. "The applicant" shall hold the products as a bailee of "the company".
- 6.4 Until the product/s are paid for in full, "the applicant" must store and identify the products in such a way as to demonstrate that they are clearly the property of the "SVS" and in particular the products must be stored separately from any other products.
- 6.5 Until the products are paid in full "the applicant" is authorised to sell them but such right to sell shall be limited to "the applicant" acting as agent for "SVS". The agency is not to be disclosed nor shall "the applicant" in any way represent to any third party that it is acting as agent for "SVS".
- 6.6 If the products have not been paid for in full "the applicant" must account to the "company" for the proceeds of sale.
- 6.7 Upon a default in payment, the commencement of any act or proceeding involving "the applicant's" insolvency, bankruptcy, receivership, winding-up, dissolution or placement under official management or committing any other act of bankruptcy or its equivalent if a company "SVS" may, without prejudice to any other rights it may have against "the applicant", enter the premises where any unpaid products are stored and take possession of the unpaid products.
- 6.8 "SVS" will not be liable to "the applicant" for any loss or damage arising from any action taken or attempted to be taken by or on behalf of "SVS" under this agreement for removal of the products and "the applicant" indemnifies and holds harmless "SVS" and its servants or agents from and against all liability of any nature whatsoever by any person arising from or incidental to or by virtue of exercise by "SVS" of its rights under this agreement.
- 6.9 If "SVS" takes possession of the unpaid products it retains the right to resell said item/s.
- 6.10 A certificate signed for and on behalf of "SVS" by its secretary or a manager or director listing an inventory of all the products held in trust by "the applicant" for "SVS" shall be evidence that the products listed are held in trust by "the applicant" for "SVS" as at the date of the certificate.
- 6.11 Without limiting "AME's" rights "the applicant" must nominate "SVS" on any contract of insurance maintained by "the applicant".
- 6.12 Any costs associated in pursuing legal action for unpaid goods or the collection of unpaid goods shall be passed onto "the applicant" in full.

7. Variation

- 7.1 "SVS" contracts only upon the terms set out in this document which terms will prevail over any standard terms of "the applicant" or any agreed terms of credit which are inconsistent with it. Any variations or waiver must be confirmed by "SVS" in writing otherwise the variation or waiver will be of no effect.
- 7.2 "The applicant" must notify "SVS" in writing if it has relied upon any oral representations and allow "SVS" reasonable time to confirm or deny that such representation forms part of the terms of supply. Unless it has advised "SVS" in writing to the contrary the only terms of the agreement are those set out in writing between the parties.

8. Matters Silent

- 8.1 In all matters silent, the absolute discretion of "SVS" shall apply for all actions/items.

Agreement between you the (“the applicant”) and SVS Australia Pty Ltd trading as SVS Australia (“the company”)

Part C - Agreement

The person or persons signing this form (and if more than one, jointly and severally) and the company and/or individuals named herein applying for commercial credit ("applicant") agree with the “company” and where applicable warrant as follows-

1. The terms of payment are strictly Nett 30 days from Statement date and notwithstanding any previous indulgence all monies are then due and payable on demand.
 - a. The “company” at its discretion, may extend special payments terms to the “applicant” in writing in excess of 30 days.
2. Each contract for the supply of goods and services or in respect of which credit is provided is deemed to be made at the registered office in Queensland of the company.
3. All information given by the “applicant” herein is true and correct.
4. Should any changes take place affecting the legal entity, structure or management control of the “applicant's” business as detailed in part (a) of this document or if the “applicant's” place of business is changed then the “company” must be notified in writing by the “applicant” of the change and until such notice is received by the “company”, any outstanding debts paid and a new ‘application for credit’, is to made and approved, the “applicant” as detailed in part (a) is and remains liable for all goods and services supplied to the business address notified herein or to or for or on behalf of the business under the trading name.
5. The “applicant” will pay on request a late payment fee of 3.5% of outstanding monies per month on any overdue amount of the account.
6. The “applicant” will pay any expenses incurred for debt collection and/or legal costs in respect of any default by it paying the account.
7. The “company” may withdraw credit facilities at any time at their discretion without prior notice.
8. Unless stated in this application, the “applicant” is not structured on a trusteeship involving a discretionary, unit or family trust.
9. The “applicant” hereby acknowledges:
 - a. Receipt of a copy of the current Terms and Conditions of sale; and
 - b. Any variation to the "Terms and Conditions of Sale" must be confirmed and notified in writing by the “company” to the “applicant” from time to time, otherwise the variation will be of no effect and any changes shall have effect in respect of all transactions following the giving of notice thereof by the “company” to the “applicant”.
10. That any notice given pursuant to or required by the agreement shall be deemed to be sufficiently given if sent by pre-paid post or facsimile transmission:
 - a. if by the “applicant” to the registered office of the “company”;
 - b. if by the “company” to the address or facsimile number of the “applicant” specified herein (or in any later written notice under point 4 (part C) hereof)
11. The person or persons signing this application agree that:
 - a. They guarantee the payment of the “applicant's” debts to the “company” and to indemnify the “company” from and against any liability or loss as a result of any default of the “applicant” in complying with its agreement hereunder; or
 - b. The person or persons signing this application are authorised to enter into such agreement as stated in 11(a) part C on behalf of the “applicant” as detailed within the ‘credit application form’.
12. Without limiting the agreements under the preceding clauses hereof, each person signing this application (regardless of whether it is agreed or proposed that any other person should sign this or any similar agreement) agree to:-
 - a. be liable to the “company” forthwith on signing this agreement per (11);
 - b. execute a formal deed of guarantee and indemnity in a form required by the “company” at the time hereof upon being requested to do so by the “company”.
13. Acknowledge the document contains 6 pages that form Parts ‘A’, ‘B’, ‘C’, ‘D’ and ‘E’

Date:/...../.....

(Fill in name and sign as applicable)

Name (print)

Signed:

Position (print).....

Name (print).....

Signed:

Position (print).....

Name (print).....

Signed:

Position (print).....

Part D

Notice of Disclosure of Your Credit Information to a Credit Reporting Agency

Under Section 1 SE (8)(c) of the Privacy Act, we are allowed to give credit reporting agency personal information about your credit application. The information which may be given to an agency is covered by section 18(E)(1) of the Act and includes:

- Full name, including former names, sex, date of birth;
- A maximum of three addresses consisting of a current or last known address and two immediately previous addresses;
- Name of current or last known employer;
- Driver's Licence Number;
- The fact that you have applied for credit and the amount;
- The fact that we are a current credit provider to you;
- Payments which become overdue more than 60 days and for which collection action has commenced;
- Advice that payments are no longer overdue;
- Cheques drawn by you which have been dishonoured more than once;
- In specified circumstances that in our opinion you have committed a serious credit infringement;
- That credit provided to you by us has been paid or otherwise discharged

Specific Agreements and Acknowledgements by Personal Applicants for Commercial Credit

I/We, the person(s) named on within part 'A&C' as the "applicant" for Commercial Credit from you:-

1. Acknowledge having read and been informed of the contents in the above "NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY".
2. Advise that, if you consider it relevant to assessing my/our application for commercial credit, I/we agree, in accordance with the provisions of s. 18K(l)(b) of the Privacy Act, to your obtaining from a credit reporting agency a credit report containing personal credit information about me/us.
3. Advise that, if you consider it relevant to collecting overdue payments in respect of commercial credit provided to me I/we agree, in accordance with the provisions of s.18K(l)(h) of the Privacy Act, to your firm receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.
4. In accordance with the provisions of s 18N(1)(b) of the Privacy Act, I/we agree that you may give to and seek from any credit providers and referees (trade references) named in this credit application and any credit provisions named in a credit report issued by a credit reporting agency, information about my/our credit arrangements. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity which credit 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 assess 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 the status of this account where I am/we are in default with other credit providers;
- To assess my/our credit worthiness.

Applicant's Signature(1):

Date:/...../.....

Print Full Name:

Witness's Signature:

Date:/...../.....

Print Full Name:

Applicant's Signature (2):

Date:/...../.....

Print Full Name:

Witness's Signature:

Print Full Name:

Date:/...../.....

Part E - Guarantee

TO: The "Company"

In consideration of the "company" at my/our request extending credit to the "applicant" I/we

(insert name and address.....and

.....,

on behalf of the "applicant" (together with his and their and each of their executors, administrators and assigned called "guarantor") hereby jointly and severally guarantee to the "company" the payment by the "applicant" of all monies which may at any time be payable by the "applicant" to the "company" in relation to goods and services of any kind or nature whatsoever provided to the "applicant" by the "company" at the request of the "applicant" upon demand in writing being made for such monies upon me/us or any or more of us. This guarantee shall be a continuing guarantee and shall not be affected or discharged by the winding up of the "applicant" or bankruptcy of the "applicant" or by the granting of time or other indulgence or waiver that may be given by the company to the "applicant".

DATED:/...../.....

EXECUTED as a deed by the Guarantor on the date set out at in this Deed of Guarantee.

SIGNED SEALED AND DELIVERED)
 by)
 in the presence of:)

.....
 Witness

SIGNED SEALED AND DELIVERED)
 by)
 in the presence of:)

.....
 Witness

OFFICE USE ONLY		
Branch Date:	Accounts Date:	Entered Date:
Branch Approval:	Account Activated:	GM Approval:
Rep Code:	Branch:	Territory:
Account Type:	Limit: \$	
Schedule/s:		