

TO: BDM LEATHER & CANVAS P/L Fax 08 9528 7054
CUSTOMER CREDIT ACCOUNT APPLICATION

We thank you for the request to open a 30 day credit account with us. We look forward to a long and successful business relationship with you. On page two of this application are listed our conditions of sale. Please read them so that you will be familiar with them. We ask you to answer all the questions so that our credit department can speedily organize your account with us.

BUSINESS NAME.....
TYPE OF COMPANY - Pty Ltd, Partnership, Sole Trader
REGISTERED POSTAL ADDRESS.....
BUSINESS PREMISES ADDRESS
PHONE No..... FAX No.EMAIL
ABN & ACN No.
DATE BUSINESS COMMENCED.....
NATURE OF BUSINESS
EXPECTED MONTHLY PURCHASES.....

Directors/Proprietors Name and Home Address
NAMEDATE OF BIRTH
ADDRESS.....
PHONE No.

NAMEDATE OF BIRTH.....
ADDRESS.....
PHONE No.

NAMEDATE OF BIRTH.....
ADDRESS.....
PHONE No.....

If more directors, please provide detail on additional sheet

BUSINESS REFERENCES Please list 3 companies with whom you presently trade.

1. Name and Phone No. Fax No.....
2. Name and Phone No. Fax No.....
3. Name and Phone No. Fax No.....

Signatures (all directors must sign)

Signature _____ Title _____

Name _____

Signature _____ Title _____

Name _____

Signature _____ Title _____

Name _____

I Declare that:

1. I am a person authorized to sign this application on behalf of this business.
2. The above information is to the best of my knowledge correct.
3. I agree to abide by the terms and conditions of sale. (As on page two)

SIGNEDDATE.....

PLEASE PRINT NAME.. ..

GENERAL CONDITIONS OF SALE

All goods supplied by BDM Leather & Canvas P/L (hereinafter called "the company") are supplied in accordance with these terms and conditions of sale.

1. These terms and conditions constitute a complete and exclusive statement of the agreements and understanding between the Company and the Purchaser with respect to the subject matter hereof notwithstanding any conditions to contrary effect which may be expressed in any of the Company's documents and supersedes all prior arrangements written or oral. All additions and modifications to these terms and conditions of sale shall be in writing and shall be signed by both parties and attached hereto as "the Schedule"

In these conditions "Purchaser" is the person, firm or company who or which is purchasing the goods, the subject of this quotation or contract.

2. By acceptance of deliveries made in pursuance of any purchase order placed upon the Company, the Purchaser accepts the terms and conditions contained herein. The Company's failure to object to any term or condition contained in any communication from purchaser shall not be deemed to be a waiver of these terms and conditions.
3. Any advice or information provided by the Company in relation to goods sold or manufactured by it, or their use under any specific conditions, the life and wear of the goods or their immunity to wear, break, corrode, rot or otherwise is given in good faith and is believed by the Company to be appropriate and reliable but is given without liability as to the suitability of the goods for any purpose.
4. The Company shall not be liable for any loss or damage arising from the failure of the goods or from the design or operation thereof or from any advice provided in connection therewith.
5. The Company shall be under no liability to the Purchaser for any loss (including but not limited to loss of profits and consequential loss) or from damage to persons or property or for death or injury caused by any act or omission (including negligent acts or omissions) of the Company, its servants or agents.
6. All promises of delivery are made in good faith in light of conditions and circumstances prevailing at the time. The Company shall not be liable to the Purchaser for any damage, injury or loss arising out of any delay in or failure to make delivery of the goods.
7. No orders or parts of any order shall be cancelled or rescheduled except with the prior written consent of the Company and upon terms that will indemnify the Company against all loss and damage suffered by the Company as a result of such cancellation or rescheduling.
8. Purchaser shall accept or reject goods supplied hereunder within 10 days from receipt. If Purchaser fails to notify the Company in writing of the rejection and the reasons therefore within such time period, the Purchaser shall be deemed to have accepted the goods. The cost of freight for returned goods shall be at the Purchaser's expense, unless the Company has previously agreed to arrange for the return of the goods by the Company's nominated carriers.
9. All prices quoted are based on prices of material and labour rates ruling on the date of quotation. Any variation may be at the Company's option to the Purchaser's account.
10. The goods are at the Purchaser's risk from the occurrence of the first time of any of the following events :
 - (a) the passing of property to the Purchaser
 - (b) the physical delivery of the goods to the Purchaser or to such other persons or premises as Purchaser directs: and
 - (c) the physical delivery by the Company to any carrier for delivery to the Purchaser.
11. Unless otherwise agreed to in writing by the Company, goods are not insured in transit. If Purchaser requires cover to be effective on his behalf, details must be supplied with the order and all resulting charges will be to the Purchaser's account.
12. Unless otherwise agreed to in writing by the Company, the Purchaser shall pay the purchase price to the Company in full within 30 days of the end of the month of the date of the invoice, or sooner is so designated. The Purchaser shall not be entitled to withhold payment or make any reduction from the purchase price in respect of any setback or counter claim.
13. If the Purchaser fails to pay the purchase price within the period specified in condition 12, or otherwise breaches any of these conditions or becomes insolvent or takes the benefit of bankruptcy laws or being a company enters into liquidation, the Company or its' appointed agent, shall be entitled, without prejudice to any other right hereunder or at law, to enter the Purchaser's premises in which the goods are located and repossess the goods, and, for this purpose, the Purchaser hereby permits the Company to enter those premises without hindrance or obstruction.
14. The contract between the Company and Purchaser shall be governed by and construed in accordance with the laws of the state of Western Australia and by the applicable laws of the Commonwealth of Australia.
15. The Company will be allowed to inform the Credit Reporting Agency any information allowed by the Privacy Act 1988 (Commonwealth).